

Western Carolina University
Contract No:73-RFP-0075
Exhibit B

Statement of Work

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I. UNIVERSITY RESPONSIBILITIES

A. DINING SERVICES FACILITIES AND EQUIPMENT

1. The University will maintain, repair, or replace the Dining Services Facilities and equipment owned by the University as necessary to maintain the Facilities and equipment in a safe condition suitable for its intended use and in compliance with applicable laws, regulations, codes, and ordinances. Contractor shall be responsible for repairs as well as replacements caused by the negligent or intentional acts of its Employees.
2. The University will retain the right to use all the Facilities for any purpose. Notice shall be given prior to these uses. The University reserves the right to immediately close Dining Facilities and/or operations to protect the health and safety of the University's students and employees, and their guests.
3. If substantial repairs occur repeatedly on the same equipment, the Contractor will present, for review and approval of the University, a request to replace the Dining Services equipment.
4. The University will be responsible for annual cleaning and inspection of hood ducts above the ceiling, plenums, and related vents and fans. The Contractor shall be responsible for routine cleaning and maintenance of hoods and filters below the ceiling.
5. The University will be responsible for furniture and audio-visual setup for campus-sponsored events, with the cost borne by the University.
6. The University will be financially responsible for refinishing floors annually, buffing floors quarterly, and deep cleaning carpets twice per year in public areas in Facilities associated with the Dining Services. The contractor shall schedule and recommend these cleanings in coordination with the University.
7. The University will be responsible for contracting trash and product removal service – to be taken away from campus from containers or dumpsters in the docking or receiving areas. Contractor is responsible for coordinating removal of pre- and post-consumer waste with established University partners (pig farm).
8. The University will be responsible for the removal of grease from grease traps, and cleaning and maintenance of grease traps.
9. The Contractor will be responsible for pest control and maintenance in all Residential and Retail dining locations, including receiving, storage, support, ware washing, production, serving and dining areas, with the cost borne by the University. The Contractor shall be expected to maintain sanitation practices that support the University's efforts.

B. OFFICE SPACE

The University will provide the Contractor with available and adequate office space and existing office furnishings for its on-site management and administrative personnel.

C. BUILDING UTILITIES

1. The University shall provide electrical, water, sewer, gas, access to local telephone, heat, air conditioning, and ventilation required for the Dining Services operations and equipment.
2. Contractor shall dispose of chemicals in locations designated and approved by the University.
3. The University does not guarantee Contractor uninterrupted utility service or building access during emergencies.

D. AUDITING FINANCIALS, AGREEMENT COMPLIANCE, QUALITY ASSURANCE, AND SANITATION

1. The University will periodically, with or without advance notification, conduct financial audits, Agreement-compliance reviews, and quality-assurance and sanitation inspections of Dining Service Facilities and equipment, with or without a Contractor's staff member being present. Consultant inspectors, acting as an agent of the University, shall have complete cooperation from the Contractor and access to all financial records, food service, production, and storage areas for inspections conducted to measure performance and contribute data for external benchmarking.
2. The University or its agents shall have the right to audit and inspect all books, records, and expenses related to on-site Dining Services, whether said activity occurs on- or off-campus.
3. The University or its agents shall periodically, with or without advance notification, gather customer behavior and satisfaction data to measure performance and improve Dining Services operations.

E. APPROVAL OF PERSONNEL

The University will have the right to interview and approve all management candidates prior to the Contractor filling the position at the University. Approval will not be unreasonably withheld.

F. INSURANCE

The University will insure all Dining Services buildings and all University-owned capital equipment, with the cost of insurance borne by the University.

G. STUDENT & NON-HIRING OF EMPLOYEES

1. During the term of this Agreement, the University will not knowingly or directly solicit for employment any Contractor employee who is actively assigned to the University account, without first providing written notice to the Contractor. Nothing in this provision shall restrict an employee from independently seeking or accepting employment with the University, responding to a general employment advertisement, or being considered for employment through the University's ordinary recruitment process.
2. The University will allow the Contractor to solicit and hire students for the Dining Services subject to the following terms and conditions:
 - a) Contractor shall have full supervision of all student help in connection with their employment hereunder.
 - b) Contractor shall be responsible for training student employees related to their specific job duties.
 - c) Student employees are, first and foremost, students of the University. The Contractor is expected to work with student schedules and resolve scheduling conflicts with this guidance in mind.

H. SECURITY

The University's Police Department will provide security services in the same manner provided for other University campus facilities. Special security services may be provided upon request. If the Contractor requests additional security above what the University provides, the Contractor is responsible for the cost and agrees to fully reimburse the University. The Contractor agrees that, as management of operational locations, they are responsible for ensuring the securing of all entrance/exit doors as related to mutually agreed upon operating hours (i.e. Contractor should ensure doors are not propped, or otherwise unlatched, before ending a workday).

I. TECHNOLOGY

1. The University owns the hardware and software to produce and manage identification (ID) Cards and meal plans. The University also produces student ID Cards and manages virtual credentials.
2. The University owns the Point-of-Sale (POS) hardware, and the contractor is responsible for all POS systems' maintenance, upgrades, and hardware installations.
3. The University owns all the digital signage monitors unless stated otherwise, and the Contractor manages and implements all digital signage software in dining locations.

J. MEAL PLAN TRANSACTION SYSTEM AND POINT OF SALES (POS) EQUIPMENT

1. The University currently utilizes a CBORD Transaction System and will provide all support necessary to interface with the University's system.

2. The University will provide the Contractor with access to the Meal Plan reporting system that provides transaction information and allows the Contractor to create invoices and generate management reports to assess Dining Services metrics.
3. The University shall mutually agree upon the POS system platform(s) to be used and managed by the Contractor. The University is responsible for all operating costs of the POS system, and the Contractor is responsible for all maintenance and implementations of POS systems in campus dining. All POS systems will interface with the University's meal plan system. Contractor shall be responsible for managing and implementing all dining merchant/credit card processing and affiliated services, including managing the TID/MID for the University's "CBORD GET" service that allows students to add declining balance to ID cards for use in dining. The University and Contractor will mutually agree upon all reconciliation processes for these "CBORD GET" funds.
4. The Contractor shall obtain, maintain, and pay all costs associated with the licenses, subscriptions, software, hardware, applications, and related services required to operate the University's approved mobile ordering and payment platforms, including, but not limited to, Cricket handheld devices and systems and Grubhub.

II. CONTRACTOR'S RESPONSIBILITIES

A. GENERAL SCOPE OF RESPONSIBILITIES

1. Contractor shall, at a minimum, provide the Dining Services (Services) as set forth in the contract documents in support of the University's Dining Services operations. Contractor shall provide, daily, the Residential Dining Services, Retail Dining Services, Concessions, and Catering at times and locations as required by the University. Except as specified herein, no other services shall be provided by the Contractor unless agreed to in writing and attached as an amendment to the Agreement.
2. Contractor shall have the general duty and responsibility of managing the Dining Services in a good and efficient manner and shall, in a timely manner, in good faith, with due diligence, and for the best interests and benefit of the University, perform its duties and comply with Services as outlined in this document.
3. Contractor is required to operate year-round as required by the University. This includes providing Services for summer camps, conferences, or other periods outside the academic calendar.
4. The University may request use of Contractor's employees as temporary University labor during the summer. This is designed to increase employee retention for the contractor while meeting the labor needs of the University. All placements shall be mutually agreed upon each year to the benefit of both parties.
5. Contractor shall provide all necessary Services, supplies, food, labor, and management as an "Independent Contractor," as defined by the Internal Revenue Code.

6. Third-Party Vendor Management- The Contractor shall be responsible for the selection, negotiation, contracting, oversight and ongoing management of all third-party vendors used in connection with the Food Concepts. The Contractor shall ensure that all third – party vendors comply with the requirements of this Agreement, applicable laws, and University policies. The Contractor shall remain fully responsible for the performance, costs, and conduct of its third -party vendors.
7. Local Third-Party vendors - The University reserves the right, in its sole discretion and in the best interest of the University, to authorize local vendors, whether on or off campus, to accept student Flex funds and/or meal equivalencies. The University will consult with the Contractor regarding the anticipated financial impact of such arrangements and work collaboratively to assess and address any resulting impact on the financial model.
8. Dining Services (Service) at WCU (University) include exclusive Residential dining, Concessions exclusive Retail dining, and first right of refusal of Catering events on campus including:
 - Exclusive rights to Two (2) All-You-Care-To-Eat (AYCTE) residential dining halls.
 - The Lodge at Brown Hall
 - Catamount Cafe
 - Exclusive rights to retail dining venues
 - Chick-fil-A
 - 1889 Bistro
 - Blue Ridge Burger
 - BellaSui (Third-Party arrangement with current Contractor)
 - Starbucks Courtyard
 - Catamount Eats Food Truck
 - Einstein Bros. Bagels
 - Freshens
 - H.H.S Java City & P.O.D market
 - Moes Southwestern Grill
 - Noble Convenience Store
 - Panda Express
 - Papa Johns
 - Starbucks at brown Hall
 - Which Wich Sandwiches
 - Taproom at Townhouse
 - Townhouse
 - Exclusive rights to:
 - Catering Services above \$200. Refer to Section DD: Catering
 - Camps and Conferences
 - Snack Vending
 - Athletic Concessions with exception to donor and volunteer events
 - Subway is operated by a Third Party and is not part of the Contractors scope of work.

B. TRANSITION PLAN

As part of final negotiations with the University, the Contractor shall develop a detailed, practicable transition plan for assuming management of the Dining

Services and for the successful transition/opening of the University's Dining Services operations. The transition plan shall be subject to University review and approval. The University shall retain the authority to make alterations to the plan as deemed necessary to ensure a smooth transition through the start of operations. The transition plan shall be implemented immediately upon execution of the Agreement. The Contractor shall provide all necessary professional coordination services for implementing the transition plan at its own cost and expense. The Contractor shall attend meetings as required by the University to ensure a smooth transition into both summer camp and Dining Service operations.

C. COMPLIANCE WITH REGULATIONS

1. Contractor and its employees shall comply with University policies concerning conduct, health, harassment, safety, smoking, sanitation, security, and efficient operation of quality Services.
2. Contractor and its employees shall comply with applicable laws, regulations, codes, and ordinances related to the Services provided by Contractor.
3. Contractor shall obtain applicable licenses, operating permits, and inspections required by governmental authorities necessary for the Contractor to provide the Services.
4. Within twenty-four (24) hours after an inspection of the Dining Services Facility by a governing authority, Contractor shall provide a copy of the inspection report to the University.
5. Contractor shall pay, to the appropriate authorities, all applicable payroll, sales and use taxes, and contributions that may be assessed because of providing the Services.
6. Any penalties, financial or otherwise, will be paid by or be the responsibility of the Contractor.
7. Contractor agrees to obtain all licenses from the federal, state, and local authorities necessary to conduct activities hereunder and further agrees that the Contractor will always comply with all federal, state, and municipal laws and ordinances relative to the Services.
8. Contractor shall comply with Title VII of the Civil Rights Act and Title IX of the Education Amendments of 1972, and will train its employees accordingly. Contractor will provide proof of compliance upon request.

D. CONNECTING TO UNIVERSITY'S COMPUTING ENVIRONMENT

1. The University may allow Contractor access to its computer networks at various University locations. The standard of care required by Contractor in protecting the University's information, computer systems, and data communications connections shall be at least the same standard of care that Contractor uses in protecting its own confidential information and secure links. However, in no event shall Contractor use less than a reasonable standard of care.
2. Contractor shall use all means necessary or required by the University to prevent the transmission of any computer virus to any University computer system through Contractor's use of the University's data communications connections. All computers connected to the University network, or any other University

computer system or terminal shall have installed thereon virus detection software approved by the University. This software shall be properly configured to execute whenever the system is in use.

3. Contractor will consider any password used in accessing University systems, and all information obtained to Contractor because of having gained access to the University systems and resources, to be confidential information. Contractor may disclose confidential information only to users authorized on a “need to know” basis.
4. Contractor shall immediately report any known or suspected security breaches that might place University computing resources, data, or information processes at risk.
5. Data Hosting and Access – The parties agree that all data provided by the Institution (Institutional Data) shall be maintained in servers located in the sovereign territory of the United States of America unless otherwise agreed in writing by the parties. Institutional Data shall be backed up by any means considered industry standard. Institutional Data shall only be provided to the Provider’s resources, including contractors, sub-contracts, non-employees, ect., for the express purpose of fulfilling the rights and responsibilities as outlined in the Agreement and/or this Addendum. Further, Institutional Data and/or records shall not be destroyed unless agreed to in advance by Institution or pursuant to the Agreement and this Addendum. Institution shall have access to its data and/or records upon request during normal business hours. Access to Institutional Data shall include, but shall not be limited to, data extracts, feeds, and/or pulls.
6. Data Security - The Providers shall use commercially reasonable efforts and comply with industry standards when securing all Institutional Data and/or records. Institutional Data shall never leave the secured environment as identified in the Agreement. If a secured environment is not identified in the Agreement, Institutional Data shall be secured pursuant to industry standards. In the event of a data security breach, or any breach in which Institutional data and/or records may have been exposed to the public, Provider shall contact Institution within 24 business hours and shall work in association with the Institution to coordinate security processes. Provider will cooperate with the Institution and with law enforcement agencies in any effort to notify injured or potentially injured parties, and such cooperation will be at Provider’s expense, except to the extent that the data security breach was caused by the Institution or a third party for which Provider is not responsible under the Agreement. This section sets fourth Provider’s exclusive liability to Institution for data security breach.
7. Disaster Recovery – Should Institutional Data be destroyed, deleted, or otherwise lost; Provider shall notify Institution within 24 business hours and shall provide a timeline of when Institution can expect the resumption of normal business operation by the Provider.
8. Data Privacy (identity)- Provider is only permitted to use personal information for the express purposes permitted in their agreements with the Institution. Otherwise, personal information is not released to third parties unless permitted by applicable law, including in instances where the information needs to be disclosed to protect the safety and security of the Institution community or Institution property, or where the Institution is legally compelled by law or judicial order. Provider shall

also have in place policies and procedures designed to detect, prevent, and mitigate the risk of Identity Theft. Provider shall comply with applicable privacy and identity theft regulations.

9. Data Privacy (Education)- If Provider has access to education records as defined under the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g, Provider will ensure that its use of education records or information from education records (as defined by FERPA) complies with FERPA and any implementing regulations or subsequent amendments thereto. In addition, Provider agrees only to utilize or disclose information from students' records for the purposes of performing its duties pursuant to this Agreement.
10. Data Privacy (Health)- If Provider has access to personally identifiable medical record information as defined under the Health Insurance Portability and Accountability act of 1996 (HIPAA), Provider shall vigorously safeguard privileged information. Any personally identifiable medical record information that is provided by the Institution to Provider under this Agreement shall be kept confidential and shall not be further disclosed without prior written approval of the Institution.

E. SYSTEMS MANAGEMENT AND DATA PROCESSING

1. Contractor shall provide management systems, procedures, training support, and data processing software applications to assist the University in the following:

Catering planning and cost accounting
On-site staffing, employment records, and labor relations
Catering per function cost accounting
Operating statements, budgets, and analysis
Statistical data accumulation and analysis
Product purchase, inventory, and usage by Facility
Quality and sanitation assurance
Menu planning, menu cost estimating, and menu printing
Health and safety program equal to or exceeding industry standard
Contractor shall not load any programs on University-owned systems or on personal computers without written permission

2. The University provides and manages the campus-wide ID Card identification system. Contractor shall provide a trained technology coordinator to assist the University in the point-of-sale reporting / updating and care. The Contractor will be required to pay a penalty for full repair or new equipment costs where negligence of the Contractor is determined.

F. NON-HIRING OF EMPLOYEES

1. During the term of this Agreement, the Contractor, including its officers, employees, agents, affiliates, and subcontractors, shall not directly or indirectly solicit, recruit, induce, or encourage any current employee of the University to terminate or reduce their employment with the University for the purpose of accepting employment with the Contractor, its affiliates, or its subcontractors.

This provision shall not prohibit:

1. General employment advertising or recruitment activities that are not specifically directed toward University employees;
 2. The employment of a University employee who independently approaches or applies to the Contractor for employment without prior solicitation or recruitment by the Contractor;
 3. The employment of an individual following the individual's separation from employment with the University; or
 4. Employment that has been specifically approved in writing by the University.
2. The Contractor shall not use information obtained through the performance of this Agreement, including University employee contact information or other non-public information, for the purpose of recruiting or soliciting University employees.
 3. The Contractor shall comply with all applicable federal and North Carolina laws, regulations, and University policies concerning conflicts of interest, procurement, employment, and post-employment activities. Nothing in this provision shall be interpreted to restrict an individual's lawful right to seek or accept employment.
 4. The Contractor acknowledges that University employees involved in the making or administration of this Agreement may be subject to additional restrictions under applicable North Carolina law, including N.C. Gen. Stat. § 14-234.
 5. A violation of this provision shall constitute a material breach of this Agreement and may result in corrective action or any other remedy available to the University under this Agreement or applicable law.

G. ADVERTIZING AND WEBSITE

1. Contractor shall establish and maintain a custom, high quality, interactive, informational website for the Dining Services that is linked to the University's website, at a location designated by the University. The Contractor's informational website shall not include any third-party advertising without prior written permission from the University. At a minimum, the website shall contain the following information:
 - a) Accurate dining locations, days/hours of operation, menus, and pricing;
 - b) Resident Meal Plan configuration, pricing, and policies;
 - c) Voluntary Meal Plan information, promotional materials, and online purchase capability;
 - d) Nutrition and wellness education information;
 - e) Catering menus, pricing, and policies;

- f) Online, interactive software platform for web-based catering ordering;
- g) Information and links related to the Dining Services sustainability practices, including sources of foods from local farms.
- h) Meal Plan Terms and Conditions, and any other language needed for the management of the Dining Program, as defined by the University.
- i) Website information shall be always kept current.
- j) Contractor's website shall be customized to include University brands and logos and Contractor will not display their corporate logos on the website.
- k) Contractor shall develop and maintain a downloadable mobile solution for the Dining Services. Application will feature dining locations, menus, and other key components as designated by the University.
- l) Contractor is encouraged to offer additional e-commerce solutions on its website, subject to prior review and approval by the University.
- m) The University may take such action deemed appropriate to maintain the integrity of its website and brand, and accordingly, has the right to remove or temporarily restrict access to the Contractor's link at any time. Contractor shall use reasonable efforts to advise the University immediately of any activities that may adversely affect the University's website. The University has the full and exclusive right to grant or otherwise permit Contractor access to the University's website and use the University's site links.
- n) Contractor shall not in any manner use the University's name or Premises for advertising, publicity, marketing, or public relations purposes without the prior written approval of the Executive Director. The Contractor covenants and agrees that, unless the University first gives its written consent, the Contractor shall not:
 - (i) Use the words WCU or Western Carolina University, in any manner, whether alone or in combination with other words, in any advertisement including newspapers, television or radio advertisements, or other promotional materials.
 - (ii) Display or otherwise use the name, emblem, or logo of any department, or other component, constituent, or affiliate of the University in any advertisement or other promotional material.
 - (iii) Otherwise refer to the University or any department, or other component or affiliate of the University, in any advertisement or other promotional activities.
 - (iv) The Contractor shall obtain approval from the University before listing the University as a client for its sales and marketing purposes.

H. ANNUAL BUSINESS PLAN

1. Contractor shall be responsible for developing and implementing an Annual Plan for successfully continuing the Dining Services for each year of the Agreement term. On or before February 15 for each year of the Agreement, Contractor shall provide the University with a Dining Services assessment that, at a minimum, incorporates the following:

- a) SWOT Analysis (Strengths, Weaknesses, Opportunities and Threats) of current Dining Services Program;
- b) Evaluation of the University's Dining Services compared with best practices in collegiate dining;
- c) Market Basket survey of on-campus Retail and Catering pricing compared with off-campus competitors and similar higher education institutions;
- d) Survey of Meal plan configuration and rates of the University compared with its peer institutions;
- e) Based on all the above, recommendations for service, program and/or policy modifications for the next Agreement year, as well as recommended equipment additions, subtractions, or replacements;
- f) Provide a preliminary annual financial budget for the following operating year.
- g) The University will provide feedback to Contractor on initial recommendations and budget within thirty (30) days. Contractor shall prepare a final Annual Business Plan for the Operation and Management of the Dining Services for the following Agreement year and submit it to the University by February 1st of each year. The final Annual Business Plan shall be based on identified goals and objectives as established and determined by the University and, at a minimum, shall address the following:
 - h) Planning and/or implementing new dining locations and/or modifications to existing dining operations;
 - i) Meal plan configuration, pricing, and policies;
 - j) Menus, concepts, pricing, and days of service/hours of operation for all service locations;
 - k) Catering menus, pricing, and policies;
 - l) Detailed marketing plan, with specific revenue enhancement strategies and objectives for mandatory Meal Plan sales, Voluntary Meal Plan sales, Retail meal sales and Catering sales;
 - m) Employee training plan, including budget;
 - n) Suggested preventive maintenance for equipment;
 - o) Continuous improvement plan;
 - p) Sustainability plan;
 - q) Health and wellness program;
 - r) Objectives for purchasing local agricultural products;
 - s) Capital expenditure plan and budget for both Contractor and University provided capital expenditures;
 - t) Smallware's expenditure plan and budget for Contractor or University provided smallware's;
 - u) Detailed Pro forma financial projections of revenue and expense for the Dining Services by month and year for each dining operation, separately and

in total.

2. Once the final Annual Business Plan is approved by the University, which it shall have the right and sole discretion to do, the Plan shall be incorporated into the Agreement as an Attachment, effective at the time of the expiration of, and replacing, any prior Annual Business Plan. Contractor shall be responsible for complying with the Annual Business Plan and shall not substantially deviate from it without the express written consent of the University. At the close of each fiscal semester, or more frequently if deemed necessary by the University, Contractor and the University shall meet to review operating results for the fiscal year to date, as well as operating plans for the balance of the fiscal year.
3. Should the University request significant changes be made to a previously approved Annual Business Plan due to changing service needs on campus, such an action will constitute a fair negotiation situation about any required compensation to the University based upon a showing of financial need by the Contractor.
4. As part of the annual planning process, the Contractor shall work proactively with the University in identifying, developing, and providing information for the Dining Services.

I. PROTECTION OF PERSONS AND PROPERTY

1. Contractor shall exercise due care and diligence to prevent any injury to persons or damage to Facilities or University property or equipment.
2. As soon as reasonably possible, Contractor shall notify the University of any emergency or condition potentially endangering human health or safety or damage to the Facilities or University property or equipment. University Police is available 24/7.
3. The Contractor agrees to provide, on request by the University, certificates of insurance heretofore enumerated, which shall provide that if any cancellation of insurance coverage is affected, the Contractor shall, in writing, give the University thirty (30) days' notice prior to cancellation of any such policy that affects coverage of the University.
4. If the Contractor requests additional security above what the University provides, the Contractor is responsible for the additional cost.
5. It shall be the Contractor's responsibility to provide any insurance deemed necessary to protect its property while on the University Premises. The University assumes no liability.

J. MODIFICATION OF SCHEDULED ON-SITE SERVICES

Contractor shall notify the University immediately if Contractor is aware of an eventuality that may necessitate an interruption or modification of the Services.

K. USE OF FACILITIES

1. Contractor shall obtain written approval from the University prior to using the Facilities or equipment for any purpose other than providing Dining Services to the University.
2. Contractor is prohibited from using University Facilities, equipment, utilities, or vehicles to provide services off-campus for non-University related events without

express written permission from the University.

3. Contractor shall obtain written approval from the University prior to removal or modification of any Facilities, property, or equipment owned or leased by the University.
4. Contractor shall provide the University Dining Service Liaison, or other individuals designated by the University, unrestricted access to the Dining Services areas.

L. LIQUOR LICENSING AND SERVICE

1. Contractor will apply for and hold the Alcohol Beverage Control (ABC) Commission for the service of spirits, wine, and beer on all University controlled properties in accordance with the University's policies. The University reserves the right to obtain permits for additional sites with subsequent lease agreements with the Contractor. Contractor is responsible for all costs, as well as ensuring total compliance with ABC guidelines and regulations associated with maintenance of all liquor licensing.
2. For events or Dining Services operations where, alcoholic beverages are served by Contractor employees, such Contractor employees will be trained in the service of alcohol and certified according to North Carolina State requirements. Upon University request, the Contractor shall provide proof of relevant certification. The Contractor and its employees serving alcoholic beverages shall comply with the following:
 - a) Alcoholic beverages shall be stored in University-approved securable storage.
 - b) Contractor's employees serving alcoholic beverages on licensed Premises shall be 19 years of age.
 - c) Contractor's employees serving alcoholic beverages shall record alcohol sales separately from food and non-alcoholic beverages; and
 - d) Any serving of alcoholic beverages shall be done in accordance with University policies (Refer University Policy #81) and all applicable North Carolina State and municipal law, including restricting access to alcoholic beverages by persons under the legal age to consume and by those who are actually or apparently intoxicated.

M. SUSTAINABILITY

1. For each year of the Agreement, the minimum requirements for sustainability shall include the following:
 - a) Continued partnership with local farmers and businesses
 - b) When and where reasonably cost-effective, for the initial year of the contract, the Contractor shall use commercially reasonable efforts - after considering price, quality, and product availability - to purchase, directly or indirectly through its network of authorized suppliers, 20% of the Contractor's annual food spend on local food products. Local is defined as grown/made in North Carolina, or any contiguous State of North Carolina. Thereafter, local purchasing objectives shall be evaluated as part of the Annual Plan.

N. CLEANING AND SANITATION OF FACILITIES AND EQUIPMENT

1. The Contractor shall be responsible for, and bear the cost of, daily cleaning of all the areas under its control, including storage, kitchen, entrance ways, production, serving, seating, and miscellaneous areas such as hallways, loading docks, stairways and elevators, lockers, and restrooms. This cleaning shall include equipment, floors, and walls of the designated areas. The Contractor shall be responsible for cleaning all floors, carpeting, furniture, and equipment in each Dining Facility as well as lobbies, restrooms, private dining rooms, all patios including tables, and seating as assigned and under its control. Refer to Housekeeping and Responsibilities table Section MM of this document.
2. The Contractor shall operate and maintain all Facilities in accordance with all laws, ordinances, regulations, and rules of federal, state, and local authorities including standards for sanitation, safety, and health established by the University. Any structural, utility, and equipment changes necessary to comply with such requirements and standards for which the University is responsible, shall be made by the University at its expense.
3. The Contractor shall maintain the Hazard Analysis and Critical Control Points System (HACCP).
4. Contractor shall implement ServSafe standards as the minimum acceptable standard.
5. The Contractor shall provide enough employees to maintain a clean appearance in all Dining Facilities during all meal periods. The University shall increase the number of cleaners, at Contractor's expense, if any area, in the judgment of the University, is not being maintained properly.
6. Vendor representatives who normally provide inspections and reports as part of their equipment or product service shall be encouraged to do frequent inspections. A copy of all inspection reports shall be on file in the Dining Services office and any issues immediately reported to the University. The Contractor is responsible to implement corrective measures required because of these inspections. Reports of corrective action shall be submitted to the University within twenty-four (24) hours or within such extended time as approved by the University.
7. The Contractor shall have an adequate number of personnel with sufficient training to ensure the highest standards of sanitation and housekeeping. All employees shall be trained and supervised in a "Clean-As-You-Go" policy with the goal of having a clean and orderly appearance.
8. The Contractor will develop, implement, and update cleaning and sanitation schedules for all equipment and areas under its control. Schedules shall be posted and implemented thirty (30) days after the start of the Agreement. Schedules must remain on file in the Dining Services office for review and approval by the University.
9. The Contractor shall be responsible for daily removal of compost materials, trash, recycling, wet garbage, fryer oil, and debris normally associated with daily Dining Service operations at each facility to the dumpsters, dock, or pick-up location designated by the University. Contractor shall be responsible, at its own expense, for compliance with the University and city, state and/or federal recycling

regulations and policies.

O. MAINTENANCE OF DINING SERVICES FACILITIES AND EQUIPMENT

1. The Contractor shall provide routine care and cleaning for the Dining Services equipment in accordance with the equipment manufacturers' written recommendations.
2. The Contractor will be responsible for daily cleaning of grease hood filters, front facing hood, and cleaning of grease hood ductwork below the ceiling.
3. The Contractor will report to the University and request needed repairs to cafeteria equipment and the Dining Services Facilities through the TMA Portal. All requested repairs require prior approval by the University. At the University's request, Contractor shall coordinate repair of Dining Services Facilities and cafeteria equipment to maintain Facilities and equipment in a safe condition suitable for its intended use and in compliance with applicable laws.
4. At the expiration or termination of the Agreement, the Contractor shall return to the University all equipment furnished by the University in the condition in which it was received; exceptions include normal wear and tear, casualty due to fire, flood, or other unavoidable occurrence, or due to theft by non-Contractor employees and without negligence on the part of the Contractor. If University-owned equipment must be replaced due to ordinary wear and tear or to improve operations, the University will be responsible for such replacement costs unless otherwise agreed to by the parties.
5. All Chattel purchased by the Contractor with University funds or funds provided under the Agreement shall become and remain the property of the University

The Contractor will be required to pay a penalty for full repair or new equipment costs where negligence of the Contractor is determined, this penalty shall not be charged to the Operating Statement.

P. SCHEDULING OF DELIVERIES

Timing/scheduling of product delivery and on-site work supplied from off-site vendors shall be subject to the University's approval. The Contractor will always comply with the University's traffic rules and regulations.

Q. GRAPHICS AND ADVERTISING

The Contractor shall obtain approval from the University prior to use and display of the University or its program graphics on menu boards, tabletop displays, promotional advertising, and/or bulletin boards. University will be consulted on all branding operations including concept names, uniforms and employee appearance, and other interactions or advertising with the University community.

R. SERVICE FORMATS, PRICING, AND PORTIONS

1. The Contractor shall not modify any Services such as type of operation, hours of operation, food variety/selection, style of service, serving vessels, Contractor staffing, or pricing to customers without prior approval by the University. Contractor shall develop and serve a menu mix which is responsive to the University's needs and evolving food service trends. The Contractor will provide:
 - a) Innovative variety of high-quality, fresh, sustainable, appetizing, and nutritious foods;

- b) If requested by the Executive Director, Contractor shall provide a prepared test sample of any proposed menu item or promotional offerings;
- c) Contractor shall offer a variety of healthy options every day for breakfast, lunch, and dinner;
- d) Nutrition and allergy information shall be listed at each site, at each station, or easily accessible in a conspicuous location. Detailed information should be displayed including, but not limited to, ingredients, calories, carbohydrates, total fat, saturated fat, sodium, and protein. The same information shall be listed on all grab & go items.

S. MENUS, PORTIONS, RECIPES, AND MENU CYCLE

- 1. The Contractor shall maintain an on-site food recipe file for all products served. Foods shall be prepared and served in accordance with the recipes.
- 2. The food recipe file shall remain the property of the Contractor.
- 3. Copies of the menus for all Residential Dining Facilities will be shared with the Executive Director at least two weeks before the start of the applicable semester.
- 4. In Residential Dining Facilities, the customer will be allowed unlimited portions from any self-service area and unlimited seconds on all items. Any second portions shall be served on a clean dinner plate. Servers will not accept a used plate from a customer who returns for a second portion.
- 5. Leftover foods will be kept to a minimum, and storage will adhere to ServSafe and HACCP guidelines.
- 6. Contractor shall offer a wide variety of Vegetarian and Vegan foods in all areas of the Dining Program.
- 7. Vegetarian and Vegan entree options shall be offered at the main entree station for each meal service.
- 8. Each Retail Dining and Convenience Store operation 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.
- 9. No less than 3 varieties of fresh hand fruits shall be available during all meal periods in residential dining locations.

A minimum of one fresh vegetable and one frozen vegetable shall be available at the main entree stations in the residential dining locations during the lunch and dinner meal service periods.

T. PURCHASING

- 1. The University reserves the right to conduct random audits of Contractor's invoices during the term of the Agreement for the purpose of ensuring compliance with product standards, local sourcing, and sustainability initiatives.
- 2. The Contractor shall maintain rigid procurement procedures throughout the entire process of purchasing, receiving, storing, and inventorying all foods and direct supplies, and will pay for all food and direct supplies related to food production, service, and management applicable to this Agreement. The Contractor must be able to show a clear audit trail for all transactions.
- 3. The University shall have free access to all the Contractor's records including, but

not limited to, receipts or production sheets, product specifications, and quantities of food issued to each service unit to determine whether specified portions comply.

4. All food items shall be delivered in transportation containers at proper refrigeration temperatures to maintain product quality. Any purveyor not using adequate refrigeration or protection from product deterioration during transport shall be, at the discretion of the University, barred from the University. It will be the Contractor's responsibility to find a replacement purveyor acceptable to the University.

U. PRODUCTS STANDARDS

1. The University strives to offer freshly prepared products using local ingredients, while limiting the use of processed foods. The University also aims to offer authentic, regional, and international foods.
2. Pricing for products supplied to the University shall not exceed competitive marketplace pricing. The Contractor's on-site General Manager or Executive Chef shall review and approve the vendor's invoice prior to disbursement of a payment for products supplied from off site.
3. Consumable products shall meet or exceed the following minimum food product specifications:
 - a) Meat, meat products, poultry and poultry products shall be slaughtered, processed, manufactured, and packed in plants operated under a USDA inspection program and bear the appropriate seal. Seafood shall not be processed and shall be a nationally recognized brand packed under continuous USDA inspection.
 - b) Except for Farm to Fork and Imperfectly Delicious Program products, minimum grading requirements are as follows:

Beef, Lamb, and Veal – USDA Choice or better
Ground Beef – 100% beef, maximum 20% fat
Pork – USDA Grade No. 1
Poultry – USDA Grade A
Seafood – USDA Top Grade
Provisions and Variety Products – USDA Grade No. 1
Sausage Products – Federal, State, and Local inspected plants, Grade No. 1
Milk, Butter (92 score) and Cheese products shall be USDA Grade A
Eggs shall be USDA or State Grade A, size Large
Fresh Fruits and Vegetables shall be USDA Fancy to Grade No. 1
Frozen, dry stored, and canned Fruit/Vegetables shall be USDA Grade A Fancy

V. CONTRACTOR'S EMPLOYEES

1. The Contractor agrees to assign and maintain a management staff at the University per mutual agreement, with the background, education, training, and experience to operate and manage a Foodservice operation of this magnitude. The organizational chart will be submitted and implemented at the beginning of the Universities fiscal year. The Contractor must have a replacement candidate in place prior to any release or reassignment of a management person. The University shall receive \$5,000 compensation for any management position vacant for more than thirty (30) days. This compensation shall not be charged to the Operating statement or as any allowable cost to the University. Upon University approval, which shall not be unreasonably withheld, Contractor may provide an interim replacement of at least equivalent capabilities pending a final hiring decision.
2. The University reserves the right, with thirty (30) days' notice, to demand in writing the replacement of any management personnel due to operating difficulties the University deems the result from unsatisfactory on-site management. The University may request immediate removal of an employee due to safety or security concerns.
3. At all times while at work, all managerial and hourly staff personnel must display an appropriate identification badge (with name and title) approved by the University.
4. The Dining Services General Manager shall be clearly and prominently "in charge" and shall be readily accessible to the students and to the University staff. Members of the management team shall be visible not only in the kitchen, but also in the dining rooms/service areas during all meal periods. A "manager" or "supervisor" shall be always on the premises at each location when the Dining Facility is in operation/open and shall be certified in an approved sanitation course such as ServSafe that meets HACCP standards.
5. The Contractor shall train all employees - full-time, part-time and students (at no time shall students be left unsupervised) - in the position hired for, ensuring they fully understand the job before they begin working.
6. The Contractor will conduct formal background checks, following Contractors allowed to work in Dining Services and Facilities. Contractor acknowledges and certifies that it will use a qualified background check vendor to conduct background checks on its employees; that background checks conducted shall include searches for criminal convictions (federal and in all states and counties in which the individual has lived) and searches against the national and sex offender registries. If a background check reveals that an individual is on a sex offender registry or has prior criminal conviction for a sex offense, a crime against children, or a serious violent crime involving assault or injury to others, then said individual may not work in any position on university campus. Background checks should look back at least five years or since the employee/ individual reached the age of 18 , whichever is shorter. The

University reserves the right to reject any employee of the Contractor or any subcontractor as unsuitable by virtue of the background results or for any other objection. The background check will be conducted in compliance with the EEOC guidelines to determine eligibility. The Contractor will review all Background check results on a case-by-case basis to ensure the safety and welfare of the university, its students and its staff. The contractor's decision regarding a person's eligibility will be based on the job needing to be filled and the services the contractor is requested to perform. The contractor will closely examine all convictions and arrests for violent, sexual, or integrity related crimes. The university will have the right to request the replacement of any contractor or subcontracted employee who's continued presence, in the University's reasonable judgment, is not in the best interest of the university, its students, or its staff, provided that such request is in writing and does not contravene applicable laws and the contractor is first given an opportunity, to respond and address such issues consistent with this agreement. Contractor will immediately move from the premises any contractor's employee whose continued presence in the reasonable judgment of the University is a threat to the health, safety, welfare, or reputation of the University or its students, faculty, or staff.

7. The Contractor shall require all employees meet the necessary qualifications of ServSafe and HACCP systems. The Contractor shall be required to have the resources and staff for continually providing satisfactory training and development programs for all employees, supervisors, and managers at all levels of the organization.
8. The Contractor shall maintain a summary of training sessions' content and a list of all attendees. This record will be filed in the Dining Services office and be available to the University.

W. UNIFORMS AND DRESS CODE:

1. The Contractor shall provide uniforms with nametags for its employees. Contractor shall submit, for the University's approval before purchasing, a sample of the proposed uniform, including nametags. The University will supply any required branded logos for the uniforms.
2. While performing their assigned work, employees - full-time, part-time employees and student workers - shall wear uniforms and nametags approved by the University. The Contractor shall be responsible for maintenance and cleanliness of its employees' uniforms.
3. Contractor's District Manager / Vice President of Operations "Account Representative" shall visit each Facility and inspect the Services as determined by Contractor to fulfill its obligations hereunder. Such visits shall be conducted at least quarterly at the reasonable discretion of the University. The site visit and inspection shall include:
 - a) Inspection of the preparation and serving of Residential Dining Services, Retail Dining Services, and Catering;
 - b) Interaction with customers during serving periods to determine levels of customer satisfaction and to encourage customer recommendations to enhance the Services;

- c) Inspection of the sanitation and quality assurance procedures;
 - d) Meeting with University to review the Services.
 - e) Provide oversight of on-site financial/accounting methods and procedures;
 - f) Within twenty-four (24) hours after a request from University, Contractor's Account Representative shall visit the site to address issues of concern to University. After notification, the Account Representative will provide the University the follow-up documentation with observations, recommendations, and an action plan in writing upon request.
 - g) After each visit, the District Manager will provide the University the follow-up documentation with observations, recommendations, and an action plan.
4. Contractor's employees must park in areas designated by the University.

X. MINIMUM QUALIFICATIONS OF KEY PERSONNEL

1. General Manager – Plans, organizes, and oversees all activities and systems in the Dining Services in an account with over \$10,000,000 in managed volume. The General Manager supervises the Dining Services operations to ensure exceptional culinary experiences for guests; assures Contractor's standards of quality, service, and cleanliness are being met; makes changes as needed to improve Services, increase efficiency, manage costs, and meet client requirements; coaches management team and hourly associates to achieve company and personal career growth goals. Preferred experience includes:
 - a) Five or more years of multi-unit management experience in Agreement dining or similar environment, preferably in restaurants;
 - b) University degree in hospitality management or culinary arts is preferred.
 - c) Strong leadership, organizational, multi-tasking, and interpersonal skills;
 - d) Strong client relationship building skills;
 - e) Excellent organizational and presentation skills;
 - f) Current ServSafe certification
2. Executive Chef – Supervises the food production process including purchasing, food specifications, meal preparation, service, and sanitation; orients and trains new employees in production areas; develops standardized recipes and utilizes other production tools to ensure food quality and cost objectives are met. Executive Chef participates in the planning and execution of special events; supervises, schedules, reviews, and hires members of the culinary staff and utility staff. Preferred experience includes:
 - a) Five or more years of experience in a high-volume kitchen as Executive Chef;
 - b) University degree in hospitality management or culinary arts;
 - c) Strong leadership, organizational, multi-tasking, and interpersonal skills;
 - d) High-kitchen volume production;
 - e) High-volume catering experience and upscale VIP events;
 - f) High-volume purchasing experience;
 - g) Strong menu planning skills;

- h) Current ServSafe certification
 - i) HACCP experience
3. Catering Manager – Responsible for all catered functions - from origination to execution - including the delegation of responsibilities; works on a consistent basis with sales personnel to generate new business; responsible for handling customer complaints and rectifying problem situations; responsible for extra arrangements such as rental of equipment, linen, etc. Preferred experience includes:
- a) Two-three years multi-level Catering experience in Agreement Dining or similar environment, preferably in restaurants;
 - b) University degree in hospitality management or culinary arts;
 - c) Strong leadership, organizational, multi-tasking, and interpersonal skills;
 - d) Strong client relationship building skills;
 - e) Bar ServSafe training, liquor management and inventory experience;
 - f) Excellent knowledge of Catering procedures and standards;
 - g) Experience in scheduling, planning, and supervising multi-level Catering events;
 - h) Current ServSafe certification
4. Unit Managers – Responsible for the overall management of their selected Dining Services. Maintains high-quality standards regarding food production and preparation, sanitation and safety, and service and expediency of food lines. Supervises hourly associates. Preferred experience includes:
- a) Two-three years' experience in Agreement dining or similar environment, preferably restaurants;
 - b) University degree in hospitality management or culinary arts;
 - c) Strong leadership, organizational, multi-tasking, and interpersonal skills;
 - d) Strong client relationship building skills;
 - e) Excellent organizational and presentation skills;
 - f) Current ServSafe certification

Y. CONTRACTOR FINANCIAL REPORTING GUIDELINES

1. A detailed Profit and Loss Statement shall be submitted to the University monthly. In addition, a summary identifying all sources of sales/revenue: board, flexible spending dollars, cash, and other, by operating location from where the sales were generated shall be submitted to the University at the end of each Fiscal Year. The report shall also show all expenditures (labor, food, direct and indirect expenses) for each unit.
2. The site-specific financial performance statements shall be accurately computed and submitted to the University by the 15th business day following the close of the Accounting Period.
3. Complete records of the total amount of food served to students and the number of students served daily by meal shall be maintained and certified accurate by

the Contractor upon request by the University.

4. General ledger backup shall be available and provided to the University upon request.
5. Contractor's accounting system shall produce reliable, accurate Operating Statements in a format approved by the University.
6. Contractor shall accommodate all reasonable requests from the University for changes and additions to format.

Z. DINING SERVICE REVENUE

1. Contractor shall notify the University of the local banking institution utilized by Contractor and prior to any change thereto.
2. Contractor shall record and itemize charge sales. Contractor shall exercise standard and customary means to pursue collection of charge sales.
3. Contractor shall collect, record, and deposit cash sales. Contractor shall be solely responsible for the security of monies and personnel during collection, holding, and transport of monies. Losses due to theft or misappropriation of any nature shall be the sole responsibility of Contractor.
4. Contractor shall process all customer transactions involving a credit card or debit card. Contractor will be responsible for its own tools and systems to meet PCI compliance.
5. Contractor shall be responsible for the collection and remittance of any state and local sales tax.
6. Third Party revenue shall not be included in the revenues to determine the Annual Guaranteed Maximum Percentage.

AA. ACCOUNTING AND BUDGETING

1. Operating Statement, Reports and Budget Formats – Contractor shall provide separate Operating Statements and Budgets for the Residential Dining Services, Retail Dining Services, and Catering in accordance with a format determined by the parties for each operating location.
2. The Operating Year will consist of twelve (12) Accounting Periods pursuant to the calendar provided by the University to Contractor.
3. Contractor shall provide Operating Statements within fifteen (15) business days following the close of each Accounting Period.
4. Each Operating Statement must include the previous Accounting Period and year-to-date totals for each line item.
5. By February 1 of each Fiscal Year, Contractor must submit to the University a preliminary Annual Budget by operating location for Dining Services operations for the next operating year.

6. As part of the Annual Business Plan, final Annual Budgets for the following Fiscal Year, individually by operating location and overall, are to be submitted to the University for approval by April 1.
7. Contractor budgets shall not be based on inflation adjustment or any automatic or inflationary indicators, such as the Consumer Price Index or otherwise. Explanations of any proposed increases or decreases in prices or expenses shall be detailed in writing as part of the Annual Business Plan.
8. Contractor will maintain separate cash and charge records for all cost units to include: The Residential Dining Services, Retail Dining Services, and Catering for each operating location, including any off-campus business, third-party vendors or subcontractors, vending services, and concession operations

BB. CAPITAL

Contractor shall provide the necessary working capital for the successful operation of the Services. Contractor shall operate on Contractor's own credit. The Contractor shall pay all costs of operations from its own bank account.

CC. SECURITY

1. While Contractor's employees are at work, Contractor shall maintain adequate security of the Dining Services Facilities, equipment, supplies, and products and will follow any site-specific security guidelines provided by the University.
2. At the end of each work period, Contractor shall secure designated doors, windows, openings, and storage areas within the Dining Services areas as directed by the University.
3. Contractor is exclusively responsible for the theft or loss of any equipment, monies, supplies or products, whether owned by Contractor or the University, which occur because of Contractor's failure to maintain adequate security where physically capable of securing such Facilities. Any theft or loss due to the Contractor's negligence shall be reimbursed back to the University in a form of check within 30 days after the loss.

DD. CATERING

1. Exclusive On-Site Catering Rights:
During the Term of this Agreement, Contractor shall have the exclusive right to provide catering services for University-sponsored events held on University premises where the total catering value is **\$200 or more per event**. University shall direct such catering requirements to Contractor, subject to the University's exception rights set forth below.
2. Right of First Refusal:
For any University-sponsored event on University premises with a catering value of \$200 or more that the University is considering awarding to a caterer other than Contractor, the University shall first provide Contractor with the opportunity to provide the required catering services. Contractor shall have the right to accept or decline the opportunity under the same material requirements, service standards, and pricing parameters established by the University.
3. Contractor shall respond to the University's request within [two (2) business days] or such other period reasonably established by the University based on the timing and requirements of the event. Failure to respond within the applicable period shall constitute a waiver of Contractor's right of first refusal for that specific event.

4. University Exception Right:
Notwithstanding Contractor's exclusive catering rights and right of first refusal, the University shall retain the sole and unrestricted right to approve exceptions and permit another caterer, food provider, or other third party to provide catering services for any University event. Such exceptions may include, but are not limited to, specialized cultural or religious food requirements, unique culinary requirements, University-sponsored events, donor or VIP events, events requiring a specific vendor or brand, conflicts of interest, availability or capacity limitations, pricing considerations, or other circumstances determined by the University to be in its best interest. The University shall not be required to demonstrate cause or obtain Contractor's consent before exercising its exception rights.
5. Contractor shall provide Catering services to individual University groups on an "as requested" basis.
6. Events hosted by the University or student organizations may be catered by the individual organization if the total cost is less than \$200.00
7. The Contractor will develop a Catering Services Manual that will contain for each menu item sold: the menu item, recipe, service setup, and photographs showing how the product will appear as it is served to the customer. In addition, the Catering Services Manual will be used to train service staff accordingly.
8. Ordering, delivery, invoicing, and payment of Catering orders shall be in accordance with procedures mutually agreed upon by University and Contractor.
9. Periodically, with approval of the University President, off-campus retail and mobile Dining Services will be allowed to provide foods and beverages on campus for singular events.
10. University will pay for all Catering services invoiced from the Contractor.
11. For summer conferences, all menus will be provided sixty (60) days in advance, reviewed, and approved by the University's designated client for the event.
12. Summer service hours shall be negotiated between the University and the Contractor, with the University having the final authority.
13. The Contractor must service all special groups and functions requested by the University Administration on any day during the period of the Agreement. The Contractor shall submit a detailed Catering brochure that lists and describes menus, prices, policies, and additional costs (i.e., delivery, linens, etc.). There should be affordable catering options available to cost-conscious student organizations with limited budgets.
14. Any off campus catered events shall have the prior approval of the University Dining Service Liaison. University-owned Facilities and equipment shall not be used for non-University events without approval of the University.
15. All catering price increases shall be submitted annually as part of the final Annual Business Plan.
16. The Contractor will bill the applicable organization and others directly for catering Services at rates negotiated prior to the event or as set forth in the Catering Services Manual. There shall be no charge for on-campus Catering deliveries.
17. The University shall not be responsible for payment/collection of non-University

catered functions.

18. Prospective students on an Admissions campus visit shall not be charged. However, students' guests shall be charged at the guest meal rate.
19. The Contractor shall remove all catered dishes, tablecloths, trash, etc., and return the room to the same condition as it was prior to the event within two hours of the end of the event.
20. The Contractor is responsible for small table setups/breakdowns. In addition, the Contractor will secure table rentals or have an inventory of tables. Contractor can access tables owned by the University.
21. The Contractor will submit work orders for delivery and setup of all tables needed for catered events.
22. The Contractor will provide linen table coverings for all food and beverage service tables. The cost of these linens will be included in the per person charge and not an additional line-item expense.
23. The Contractor will dress all tables with linens when tables are requested for events with food and beverage.
24. When the University requests tables with linens for non-food and beverage events, the Contractor will dress all tables.
25. Contractor shall send an electronic spreadsheet containing the following information to the client each week for Catering and Conference sales: Event Number, Event Date, First Name, Last Name, Department, University Fund/Account Information, Total Cost.
26. The University will provide table and chair set up for all catering events. The University will also provide Audio Visual.

EE. MEAL PLANS AND MEAL PLAN SERVICE

1. Meal Plan students required to be off campus for student teaching, training, athletic events, internships, or field trips will be provided with transportable meals by the Contractor. The University will be responsible for notifying the Contractor in advance, of the students needing transportable meals for the approved-absence period.
2. The Contractor will support academic/campus programming through activities in the Dining Service Facilities and, occasionally, in other campus Facilities (i.e., wellness, alcohol awareness events, stress relief week, eating disorder awareness week, etc.). It is expected that Contractors employees will participate in the planning and program presentation when requested. Any labor costs for such staffing shall be tracked monthly and Contractor, as part of a reconciliation process, shall invoice University for any labor costs that exceed the agreed upon budget for that Operating Year.
3. The full menu format in all Dining Services will be available at all service hours, including 15 minutes before and after scheduled service periods. Example: If a customer arrives a few minutes before a service hour expires, all products and stations will be open and available. The service staff will stay and accommodate the customer until the customer has exited the servery.

FF. PERFORMANCE METRICS AND QUALITY ASSURANCE

1. The University intends to develop a metrics scorecard with support from the Contractor to improve Dining Services in areas such as quality assurance and financial management.
2. The University and Contractor will meet and agree upon the performance metrics program and the reward and recognition incentive plan for the Contractor and the Contractor's on-site employees within one-hundred twenty (120) calendar days of the start of the Agreement.
3. The frequency, format, and rating system used for quality and sanitation assurance audits shall be mutually determined by University and Contractor as it pertains to any incentive programs. The incentive will not be accrued as an Operating Expense but will be funded through cost savings to the University or excesses from operations.
4. The University, or its designee, or agents may conduct random Agreement compliance, financial, quality, and sanitation assurance audits of the Services without Contractor approval at any time. Contractor shall provide and implement an improvement plan upon the University's request.
5. The Contractor, shall develop and implement all ideas and concerns as mandated by the University at regularly held meetings with a committee designated by the University consisting of students and/or other members of the University community. Topics of discussion will include all facets of the Dining Services operation including menus, physical plant issues, hours of service, staffing, student surveys, marketing, strategic planning, etc. The Contractor will cooperate to maintain good public relations with the University's students, faculty, and staff.

GG. STUDENT FOOD COMMITTEE AND MONTHLY UPDATES

Contractor will participate in and facilitate meetings, data gathering, responses, and associated actions of the Student Government Association and appointed Food Committee. The Contractor will work with the Executive Director to schedule such meetings and report back information and action plans.

HH. MOTOR VEHICLES

The Contractor is responsible for providing adequate motor vehicles to respond to all needs of the Dining Services. The operators of vehicles and transporters of food will follow all local and regulatory safety practices and adhere to HACCP and ServSafe guidelines for transportation of food and beverages.

II. MARKETING AND COMMUNICATIONS PLAN

1. Contractor shall aggressively market and promote the Dining Services on campus after review and final approval from Auxiliary Enterprises Marketing Specialist.
2. As part of the Annual Business Plan, Contractor shall be responsible for developing and implementing a proactive annual marketing/communications plan to promote the Dining Services to the University's campus community. The focus of the marketing/communications plan shall be to maximize participation and sales in Meal Plans, Retail Dining and Catering Services. At a minimum, the marketing/communications plan must include the following:
 - a) Social media strategy for Residential and Retail Dining and Catering;

- b) Identification of target markets;
 - c) Specific strategies to build revenue, enhance satisfaction, and generate goodwill on campus and in the local community;
 - d) Implementation plan and calendar;
 - e) Marketing budget
- 3. Contractor shall designate an experienced marketing staff person dedicated to promoting all aspects of the University's Dining Services.
 - 4. The Contractor, at its own expense, shall use digital and other permanent signs displayed in appropriate and approved areas to identify service stations.
 - 5. Contractor shall obtain University approval prior to on-site use and display of the University or its program graphics on menu boards, tabletop displays, promotional advertising, and/or bulletin boards.

JJ. EQUIPMENT AND REIMBURSABLE ITEMS

- 1. At the start of the Agreement, an equipment inventory will be taken and signed by both parties. Both parties shall be bound by their representative's signature to acceptance of the inventory. Any disagreements or disputes regarding the inventory items count must be submitted in writing to the other party within ten (10) days of the date the physical inventory was taken. Ten (10) days prior to the termination of the Agreement, an inventory of Facilities and equipment will be taken by the Contractor with a representative of the University present. A determination shall be made at this time concerning any excessive wear or misuse of Facilities and equipment by the Contractor and compensation for excessive wear or misuse of Facilities and equipment shall be paid to the University by the Contractor.
- 2. The Contractor will ask the University for any necessary replacement or addition of Facilities and equipment. Any additions to the Facilities or equipment will be added to the inventory. Items that become unserviceable through normal use, or wear and tear will be turned over to the University and deleted from the inventory. The Contractor will reimburse the University for replacement costs of all items not accounted for at the end of the Agreement period.
- 3. Ownership of all non-expendable items and equipment shall remain with the University. However, the Contractor agrees to take such measures as may be reasonably required by the University for the protection against loss by pilferage or destruction. The Contractor shall be responsible for costs of any damage or loss to the equipment or Premises of the University caused by the negligence of the Contractor or its associates. Nothing herein relieves the Contractor from its obligation to replace inventory losses due to destruction, loss, or pilferage.
- 4. Products (food and supplies) that require dispensing equipment and have the equipment and service cost pro-rated in terms of the product costs, shall not be purchased by the Contractor without prior written approval of the University.
- 5. The Contractor agrees to conserve utilities and treat all Facilities and equipment with prudent care.
- 6. At the termination of the Agreement, the University shall not purchase, or cause to be purchased, food or supplies inventory from the Contractor. The Contractor

shall use all means necessary to redirect its inventory to another location without cost to the University.

KK. SMALLWARES

1. At the start of the Agreement and annually thereafter, the Contractor, with a designated University representative, shall take a full inventory of all glassware, china, flatware, service trays, and kitchenware to be submitted to the University.
2. The Contractor shall be responsible for maintaining a given level of inventory and replacements as needed for all china, glassware, trays, kitchenware, flatware, and serving utensils. Ownership of inventory will remain with the University, except for flatware and service utensils purchased by the Contractor.
3. "Linens" include all associate uniforms, coats, caps, table linens, kitchen linens, and towels. The Contractor is responsible for providing and laundering all linens.
4. If dishwashing facilities should become temporarily inoperative, disposable paper service will be utilized. The Contractor shall be responsible for maintaining an inventory adequate to meet the emergency.
5. The Contractor shall be responsible for the acquisition and maintenance of all office and housekeeping supplies as required for their operation.

LL. EMERGENCY SERVICES

The Contractor shall be required to provide Dining Services under emergency, business interruption and/or unpredictable circumstances such as breakdown of equipment, inclement weather, fire, tornado, earthquake, pandemic, power failure, etc. Contractor shall not be reimbursed for any loss of revenue or cost from an interruption of service or operations, or for use of any Dining Services areas or Facilities for such emergency purposes. In some emergency instances, Dining Services areas and Facilities may be used for purposes other than Dining Services.

MM. HOUSEKEEPING RESPONSIBILITIES TABLE

The Contractor shall be fully responsible for the custodial and sanitation requirements as outlined in the table below:

<i>Areas</i>	<i>Contractor Responsibility</i>	<i>WCU Responsibility</i>
Back of the House and Vendor office Spaces		
Work area surfaces, walk-ins/freezers	X	
Floors	X	
Kitchen flooring surfaces, including baseboards daily. At a minimum twice/year deep cleaning by third party contractor, (WCU physical plant receives first right of refusal)	X	
Kitchen drains and troughs (no standing food debris)	X	
Kitchen restrooms and dressing/locker rooms	X	
Kitchen office cleaning and trash	X	
Ovens/mixers/grills/fryers/transportation carts etc. (all kitchen equipment)	X	
Dish room and all associated equipment	X	
Dish room drains and troughs (no standing food debris)	X	
Slop sink (launder or change out mops daily)	X	
Cobweb corners of all walls & baseboards	X	
Wash down walls (10 feet below)	X	
All storage room shelving, walls and floors	X	
Clean all internal windows	X	
External window cleaning		X
Exhaust hood systems – External cleaning of hoods and vents	X	
Exhaust hood systems - Deep cleaning of all exhaust hood duct, plenum chambers, and roof fans		X
Light fixtures – cleaning of all light fixtures and replacement of bulbs in coolers and freezers	X	
Cleaning and light bulb replacement of all light fixtures 6 feet or lower.	X	
Cleaning and replacement of bulbs over 6 feet.		X
Grease Traps		X
Loading dock, receiving and trash areas – Keep clean from spills, grease, debris, and water		

arising from Contractor's operations daily.	X	
Garbage and recycling – transport containerized garbage from work area receptacles to dock area containers.	X	
Garbage and recycling – Clean and sanitize work area trash receptacles as needed to keep them clean and free of debris.	X	
Garbage and recycling – Provide own grease dumpster for the food service operations.	X	
Janitors' closets – Clean and sanitize daily	X	
Front of the House		
Sanitize tabletops, wipe seats, clean table bases, sweep and mop floors, edges and corners cleaned, spot clean spills, empty trash cans, organize furnishings, dust baseboards, wash outside of trash cans, trash can liner inside are checked and sanitized when needed, vacuum carpet floors ,dust ledges , clean walls and sills (10 Ft below)	X	
Dining area floors – Waxing and buffing		X – strip and wax of the common areas in the Student Union and Center
External windows		X - 2 times a year
Track mats		X
Lights - large hanging industrial & exterior lights		X -Maintenance change bulbs/Hskp. clean lights 2x a year
Lights - change bulbs (such as table lamps, heat lamps and service line lighting and refrigeration equipment)	X	
Lights - clean fixtures below 6ft	X	
High dusting		2 times a year
Vents in hoods	X	
Air conditioning vents		dust monthly
Dining room rest rooms (Tasks), sweep / mop, clean toilet, Urinals, sinks, mirrors, refill soap dispensers, paper towels dispensers and toilet paper dispensers, empty trash cans, wipe down toilet partitions, wipe down walls and machine clean floors.	X	
Entryways and Exterior Dining Areas	X	

Trashcans emptied, Loose trash picked up, patio areas swept and spills cleaned, furniture cleaned and arranged appropriately	X	
Stairs	X	
Stairs and landing swept and mopped, handrails wipe down and cleaned, baseboards, corners and edges dusted	X	
Non – Public Areas (Offices, stock rooms, service corridors etc.	X	
Clean floors (vacuum carpet, sweep and mop hard surfaces) , edges/ corners cleaned, spot clean spills, used towels / linens properly stored and organized, empty and clean trash cans, dust and clean baseboards,	X	
Walls - serving areas	X	
Dusting flat surfaces	X	
Door glass	X	
Trash-also exterior container	X	
Cobweb removal		X-2 times/wk

NN. UNIVERSITIES NAME

1. The parties acknowledge that the legal name of the University is the Western Carolina University. All authorized signatures of the University shall be made on or on behalf of the Western Carolina University.
2. Contractor covenants to operate the Dining Services only under the name WCU Campus Dining and not the name associated with either the Contractor or Contractor's parent or affiliate. The name WCU Campus Dining shall be the sole and exclusive property of the University and upon expiration or early termination of this Agreement, all rights of the Agreement to use WCU Campus Dining, whether or not consented to by the University, shall thereupon cease, and Contractor shall forthwith proceed to remove any reference to such business name from its vehicles, stationary, brochures, websites, and any other items within the control of the Contractor or its parent affiliate.

OO. TRADE SECRETS AND PROPRIETARY INFORMATION

1. Contractor covenants to operate the Dining Services only under the name Catamount Dining and not the name associated with either the Contractor or Contractor's parent or affiliate. The name Catamount Dining shall be the sole and exclusive property of the University and upon expiration or early termination of this Agreement, all rights of the Agreement to use Catamount Dining, whether or not consented to by the University, shall thereupon cease, and Contractor shall forthwith proceed to remove any reference to such business name from its vehicles, stationary, brochures, websites, and any other items within the control of the Contractor or its parent affiliate.

2. During the term of the Agreement, Contractor may grant to University nonexclusive right to access the following proprietary materials of Contractor: policy and procedure manuals, marketing and promotional literature and material, recipes , signage , food service surveys and studies, management guidelines and procedures, operating manuals , software (both owned by Contractor and licensed to Contractor), computerized data bases and similar compilations and documents regularly used in contractors business operations “trade secrets”. To the extent allowed by law, University shall not disclose any of Contractors Trade Secrets during or after the term of the Agreement. Without limiting the foregoing, University specifically agrees that all software associated with the operation of the food service, including without limitation, menu systems, food production systems, Contractor -owned accounting systems, and other software, are owned by or licensed to Contractor and not the University. Furthermore, University’s accessor use of such software shall not create any right, title interest or copyright in such software, and University shall not retain such software beyond the termination of the Agreement. The University shall not photocopy or otherwise duplicate any materials considered to be Trade Secrets without Contractors prior written approval. Upon the termination of this Agreement, the use of all trademarks, service marks and logos owned by Contractor or licensed to Contractor by Third – Parties shall be discontinued by University.

PP. NON-CONTRACTOR APPROVED VENDORS

1. University understands that the Contractor has entered into agreements with many vendors and suppliers of products which (i)give the Contractor the right to inspect such vendors and suppliers plants and /or storage facilities (ii)require such vendors and suppliers to adhered to standards to ensure the quality of the products purchased by the Contractor for on behalf of University. University shall not direct the Contractor to purchase products from non – Contractor approved vendors with the exception of the University designated exclusive soft drink vendor.

QQ. INFORMATION

The University shall not be required to provide the Contractor with any information regarding its students or employees other than information as may be necessary to verify board plan participation and administer board plans.

Contractor shall not sell, trade and/or offer the names of the students or employees to advertisers or other third parties seeking the same.

RR. CONCESSION SERVICES

1. The University hereby appoints Contractor as its exclusive provider of Concessions in the facilities identified. The University hereby grants provider license to access and use the Concession Facilities in accordance with the terms and condition
2. Contractor shall continue the operation of the Facilities in accordance with the menu pricing as shown in Exhibit D to be determined after approval by the University added in the final Contract.
3. Current hours of operation, menus, and service periods shall continue as reflected in Exhibits D Western Carolina University Historical Information after approval by the University and added in the final Contract unless changes to

such are mutually agreed upon by both parties. Contractor shall provide Concession Services prior to and during each event held at the Facilities and at such other times as shall be reasonably necessary to serve customers in the Facilities. The number of stands and their respective hours of operation shall be appropriate to enable the Contractor to efficiently meet anticipated customer demand. If the University observes or receives complaints about delays in delivery of service due to insufficient personnel, the parties will mutually agree to revise the staffing requirements, as necessary.

4. Contractor shall offer food and beverage of quality and not offer for sale any food or beverage which are spoiled, of poor quality, or otherwise unfit for consumption and any such items shall immediately be removed by Contractor from any food preparation and service area.
5. Contractor shall provide the adequate and sufficient staffing for event Concession Services is provided. The Contractor shall provide staff at each location throughout the event to ensure that a trained representative is visible and recognizable by the consumer to promote quality service.
6. Deliveries of all supplies, goods, wares, merchandise, and equipment shall be made at entrances to be designated by the University. University reserves the right to determine the time of all deliveries made to Contractor.
7. Contractor shall obtain and maintain all appropriate licenses and permits required to execute the Athletics Food and Beverage Concessions Program. All Licenses, including board of health permits, liquor licenses, and sales permits shall be acquired by the Contractor at the Contractor's expense.
8. Contractor shall work closely with the authorized representative of the University's corporate sponsorships program to provide mutually beneficial activities to the program and corporate sponsors
9. Sub-Contractor Requirements
 - a. Contractor may, at its expense, adopt a program to enter sub-contract arrangements with various local community service clubs and other non-profit organizations which would be allowed to staff certain locations in the Facilities. Contractor shall require any representatives of such clubs and organizations to be suitably uniformed, trained and supervised in accordance with the terms of this Contract.
 - b. Contractor may at its expense adopt a program to enter sub-contract arrangements with other food service and beverage providers. All arrangements must be formalized, and a copy of the Agreement provided to the Food Service Liaison.
 - c. All goods and services provided to the University through third party contractors must be contracted through the Contractor. Contractor represents that all such third-party Contractors shall be obligated to perform under terms at least as protective of the University's interest as those set forth in the Contract.

SS. SNACK VENDING SERVICES

1. The contractor shall provide, operate, maintain, and manage a snack vending program at locations designated by the University. The vending program shall

provide convenient access to a variety of reasonably priced snacks and beverages during hours when traditional dining operations may not be available.

2. Product Selection

- a. The contractor shall maintain a diverse selection of snacks that may include chips, crackers, granola/protein bars, nuts, cookies, candy, fresh or packaged fruit, and other appropriate snack products.
- b. At least 25% of snack selections shall consist of better-for-you options, including reduced-sugar, whole-grain, lower-sodium, or nutrient-dense products
- c. The University may establish minimum nutritional standard or product guidelines that the Contractor must follow.
- d. The Contractor shall ensure that all products are within their manufacturer's recommended sell-by/use-by dates.

3. Availability and Stocking

- a. Vending machines shall be stocked at a frequency sufficient to maintain product availability and shall not routinely operate with empty selections.
- b. The Contractor shall inspect and service each machine at least three times per week, or more frequently based on sales volume.
- c. Machines experiencing a mechanical failure shall be repaired within 24 hours of notification, whenever reasonably possible.
- d. The Contractor shall maintain an adequate inventory of high-demand products and replace products that consistently underperform.

4. Pricing

- a. Vending prices shall be approved by the University prior to implementation.
- b. The Contractor shall provide the University with at least 30 days' advance written notice of any proposed price increases.
- c. The Contractor shall not increase vending prices without the University's prior approval.
- d. Pricing displayed on the vending machine shall match the price charged to the customer.

5. Payment and Technology

- a. Vending machines shall accept commonly used payment methods, including credit/debit cards and contactless payment where technically feasible. Vending machines shall accept the meal plan's ID card for declining balance transactions.
- b. Payment systems shall be secure and maintained in good working order.
- c. The Contractor shall promptly address customer complaints involving incorrect charges, failed transactions or refunds.

6. Equipment and Appearance

- a. Vending machines shall be modern, clean, well-maintained, fully operational, and appropriate for the University environment.
- b. Machines shall be cleaned and serviced regularly and shall not display excessive wear, damage, outdated advertising, or obsolete product information
- c. The Contractor shall be responsible for all equipment installation, maintenance, repairs, and replacement unless otherwise specified in the Agreement.
- d. The Contractor shall coordinate machine placement with the University and shall not install or relocate equipment without University approval.

7. Product Standards and Food Safety

- a. All products shall comply with applicable federal, state, and local laws and regulations.
- b. The Contractor shall follow all applicable food safety, labeling, allergen, and product recall requirements.
- c. The Contractor shall immediately remove recalled, damaged, expired, or otherwise unsuitable products.

8. Reporting

- a. The Contractor shall provide the University with a quarterly vending report that include, at the minimum:
 - Gross vending sales by location
 - Product
 - Sales by category
 - Pricing
 - Machine outages and service calls
 - Customer complaints and resolutions
 - Commission or other financial payments due to the University
 - Any other information reasonably requested by the University

9. University Oversight

- a. The University reserves the right to inspect vending machines, review product selections and pricing, and require the Contractor to correct deficiencies. The Contractor shall implement corrective actions within a reasonable timeframe established by the University.

10. Performance Standard

- a. The Contractor shall maintain vending services at a level that provides

reliable product availability, competitive pricing, clean and attractive equipment, accurate transactions, and timely customer service. Repeated failure to meet these requirements may be considered a performance deficiency under the Agreement and my result in corrective action or other remedies available to the University.

III. DEFINITIONS

The following defined terms will be used in this document:

AGREEMENT– The negotiated final contract that will be signed by Contractor and University prior to initiation of the Services.

CASH SALES – All revenue generated by cash, credit, debit card in any Dining Services Facility, less sales tax.

CATERING SERVICES – Specific on-site Dining Services, including Meeting Support and Special Event Service, requested by an authorized person of the University, as specified in the Agreement.

CHATTEL- Means all moveable personal property, equipment, furnishings, fixtures not permanently affixed to real property

CONTRACTOR – The firm being employed by University to manage and provide the on-site Dining Services pursuant to the terms of the Agreement.

DINING SERVICES – Exclusive dining services including the sale of food, beverages, goods and other items provided by Contractor for University at the Facilities including for residential dining, retail, catering, concessions, conferences, camps and other locations as maybe mutually agreed by the Parties in writing.

EXECUTIVE DIRECTOR OF FOOD & BEVERAGE SERVICES (Executive Director) - Person designated in writing by the University to convey and receive notices, requests, or other communications from the Contractor. Main point of contact for the Contractor

EMPLOYEE – Persons employed by the Contractor to provide the on-site Dining Services.

FACILITIES – all locations on the University campus where Contractor shall render the dining Services

GUEST – Person visiting the University’s Facility having access to the Dining Services, Retail, and Catering.

INVENTORY – Expendable and non-expendable food service items.

MEAL EQUIVALENCY – A selection of meal options offered by a campus Retail Dining location in exchange for a single “meal plan swipe.”

MEAL CASH CREDIT – A set dollar amount that a student receives for use at select campus Retail Dining locations or catering events in exchange for a single “meal plan swipe.”

PREMISES- The entire campus, building, or location where University Dining Services and related operations occur.

PROPERTY – The University's Facility for which the Contractor is providing the on-site Dining Services pursuant to this Agreement.

RETAIL DINING SERVICE – Food service provided for students, faculty, staff, and guests at coffee bars, food courts, convenience stores and national branded concepts.

SALES TAX – All applicable local, state, and federal excise and revenue taxes on food, beverages, and services. These taxes will be collected and paid by Contractor.

SMALLWARES – China, glass, flatware, trays, cookware, tableware, racks, utensils, and tools.

UNIVERSITY OR UNIVERSITY’S – Western Carolina University

WRITTEN APPROVAL – The communication of record required to comply with certain provisions of the Agreement.