UNIVERSITY OF NORTH CAROLINA AT PEMBROKE (UNCP)

Dining Services

SOW Attachment 1 – DRAFT Program Standards

Supplier has entered into an Agreement with University of North Carolina at Pembroke (“UNCP”) to provide a Food Service Program (“Program”) as documented by Supplier’s Scope of Work for Provision of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Dining Services, dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“SOW”). This Attachment to the SOW supplements the terms and conditions in the SOW and defines the standards Supplier must adhere to in providing the Program.

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**Operational Excellence**

1. In operating the Program, Supplier will be vigilant in leveraging emerging culinary and service trends, technology and equipment innovation, and ongoing health and wellness research related to the food service industry. As a result, and with input from UNCP, Supplier will continually initiate innovative ideas for evolution and improvement of the Program to maximize customer satisfaction, participation rates and revenue.
2. Supplier will deliver standards of operation, management, quality, and support services commensurate with food service industry best practices and as agreed to with UNCP, including the following:
   1. Supplier will provide maximum satisfaction to UNCP students, employees and guests through quality performance, efficient and effective operations, wholesome and appetizing foods and beverages, and attractive presentation and merchandising.
   2. Supplier will ensure that all food served is free of trans fats and will demonstrate year-over-year continuous improvement toward elimination of antibiotics and growth additives in foods served.
   3. Supplier will develop and maintain a highly qualified, superior management team to fulfill the obligations of excellent and nutritious food service operations for the site.
   4. Supplier will ensure safe handling and preparation of all food and beverage products through the implementation of Safe Food Handling training for employees and comprehensive, HACCP-based, food safety programs.
   5. Supplier will actively market the Program to UNCP and the surrounding community.
   6. Supplier will provide ongoing quality corporate programs such as employee training, energy conservation, diversity awareness, and specialized consulting such as specialty cuisines and special diet menus.
   7. Supplier will provide a high level of technical and service training to employees and enforce with its employees all UNCP policies related to personal conduct to the extent that such policies do not conflict with Supplier’s own policies.
   8. Supplier and UNCP together will establish and maintain a proactive plan that aligns with UNCP’s sustainability goals and objectives.
   9. Supplier will maintain a financially responsible and fiscally sound Program with excellent accountability and financial reporting.
   10. Supplier will comply with and adhere to all UNCP’s Safety and Environmental policies, including Supplier’s plans related to Injury and Illness Prevention.
   11. Supplier will maintain excellent and proactive communication with the Contract Administrator.
   12. Supplier will provide all services and functions necessary for the successful operation of the Program that are not specifically retained by UNCP as outlined in the SOW and herein.
3. CUSTOMER EXPERIENCE
   1. Supplier is expected to take a thoughtful and comprehensive approach to creating and maintaining an excellent customer experience that:
      1. Demonstrates care for, and appreciation of, customers;
      2. Engages in ways that are consistent with customer preferences;
      3. Builds relationships through human interaction;
      4. Rewards customer loyalty;
      5. Offers a warm welcome and a smile always;
      6. Empowers employees to address requests and concerns, as well as make customers happy without having to call a manager;
      7. Trains and encourages employees to take ownership of providing excellence across the entire experience by exceeding customer expectations for service, food presentation, food quality, and sanitation.
4. Supplier shall provide readily accessible customer feedback mechanisms and tools. Supplier shall respond to comments and/or complaints within 24 hours in a positive, courteous and concerned manner and shall take action to ensure that causes of legitimate complaints are corrected. Upon request, the Contract Administrator shall receive copies of all complaints along with Supplier’s resolution and related email correspondence.

**Supplier Operational Responsibilities**

1. TRANSITION PLANNING
   1. Supplier will be required to develop and implement a detailed, proactive transition plan (“Incoming Transition Plan”) in the event of transition associated with a new or modified SOW. The Incoming Transition Plan must be provided to UNCP immediately upon execution of an applicable SOW.
   2. Upon notice of SOW termination, Supplier will partner with UNCP to develop an exit plan (“Outgoing Transition Plan”), to include the following:
      1. Roles and responsibilities during wind-down;
      2. Relevant documentation and training assistance to facilitate knowledge transfer to the successor supplier;
      3. Plan to migrate all non-confidential, non-proprietary data stored on Supplier’s IT infrastructure (if any) to the new infrastructure;
      4. Cross-training for a reasonable time period to enable the successor to take on the services; and
      5. Assistance to UNCP with ongoing support for any third-party tools used by Supplier in its performance of the Program.
   3. All Transition Plans will be subject to initial and ongoing review and approval by the Contract Administrator who will retain the authority to make alterations to the plan.
   4. Incoming and Outgoing Transition Plans must include the following:
      1. Detailed task list;
      2. Critical path schedule, timeline and milestone dates;
      3. Communication plan for the development and distribution of appropriate internal and external transition communications.
   5. Supplier will provide all necessary professional coordination services for implementation of all Transition Plans at its own cost.
   6. For all incoming and outgoing transitions, Supplier will appoint a qualified and experienced transition manager (“Supplier Transition Manager”) to execute the agreed Transition Plan.
   7. Supplier will execute Transition Plans without material disruption to UNCP's business. The Supplier Transition Manager will review the status of Transition Plans with the Contract Administrator as often as may be reasonably requested to ensure a smooth transition.
   8. In case of repeated breaches or neglect of duties or repeated and unreasonable unavailability of a Supplier Transition Manager, the Contract Administrator may request Supplier to provide a replacement. Otherwise, Supplier will seek to maintain personnel continuity.
2. ANNUAL OPERATING PLAN
   1. For each year of the SOW term, Supplier will develop and implement an annual operating plan (“Operating Plan”) for the successful operation of the Program, subject to review and approval by the Contract Administrator and documented in **SOW** **Attachment Operating Plan**. For the first year of the SOW term, the Operating Plan will be developed as part of final negotiations.
   2. For subsequent years of the SOW term, the annual Operating Plan will be developed on a timeline as mutually agreed by Supplier and the Contract Administrator. In preparation for its development, Supplier will provide a Program Assessment that, at a minimum, incorporates the following:
      1. SWOT Analysis (Strengths, Weaknesses, Opportunities and Threats) of the current Program with focus on the following:
         1. Customer satisfaction outcomes, challenges and opportunities
         2. UNCP partnership outcomes, challenges and opportunities
         3. Marketing outcomes, challenges and opportunities
         4. Sustainability outcomes, challenges and opportunities
         5. Wellness outcomes, challenges and opportunities
         6. Equipment maintenance issues and equipment replacement needs
         7. Opportunities for Program improvements
      2. Evaluation of the Program against industry best practices
      3. Summary of Program financial results
      4. Market basket pricing survey comparing on-campus Retail Dining and Catering pricing with local area, off-site competitors offering a similar range of products and product quality
   3. Based on the above, Supplier will make initial recommendations for service, program, policy and physical plant/equipment modifications for the upcoming year. The Contract Administrator will provide feedback on Supplier’s initial recommendations within thirty (30) days of receipt. Based on this, Supplier will prepare an Operations Plan for the management of the Program for the following UNCP fiscal year, July 1 through June 30, with the plan to be completed on a mutually agreed upon date prior to the start of the academic year. The Operations Plan will be based on identified goals and objectives as established and determined by UNCP, and at a minimum, will include the following:
      1. Proposed service hours;
      2. Proposed menus and pricing:
         1. Meal plan daily rates and Residential Dining door prices
         2. Retail Dining
         3. Catering Services
         4. Summer Conferences
         5. Concessions
      3. Proposed Program innovation/new initiatives;
      4. Proposed capital improvement and/or smallwares investments;
      5. Marketing initiatives;
      6. Employee engagement initiatives (training, recruitment and retention, student hiring/development objectives);
      7. Sustainability initiatives;
      8. Nutrition/Wellness initiatives;
      9. Proposed changes to KPIs and/or the Performance Scorecard;
      10. Pro forma financial projections of revenue and expenses by location, and by month and year, rolling up into a total projection for the full Program.
      11. Updated food service equipment, smallwares and technology inventories

The Operating Plan will be subject to final review and approval by the Contract Administrator. The Contract Administrator may change or decline to expend any UNCP money suggested by the Plan. Once the Operating Plan has been approved, Supplier will be responsible to comply with the Plan, and will not substantially deviate without the express written consent of the Contract Administrator.

1. PERSONNEL
   1. Supplier will be fully responsible to recruit, hire, employ, train, supervise, direct, discipline, and, if necessary, discharge personnel working in the Program.
   2. Onsite Management Team
      1. Supplier will provide professional and qualified managers to support the Program (“Onsite Management Team”). These individuals’ sole responsibilities will be UNCP’s Program and they will have no other management or supervisory responsibility for other Supplier operations or businesses unless otherwise agreed to in writing by the Contract Administrator.
      2. The General Manager must have a minimum of three years consecutive employment in similar operations with comparable responsibilities in Higher Education environments unless otherwise agreed to by the Contract Administrator. The Resident District Manager must have education and/or experience in food service with emphasis upon hospitality, quality standards, food safety standards, marketing/merchandising techniques, and effective financial controls.
      3. The Executive Chef must have a minimum of three years of consecutive employment in similar operations with comparable responsibilities. The Executive Chef must have extensive, formal culinary training, including culinary certifications, with emphasis on recipe development, menu development, food and beverage cost control, and inventory management.
      4. Catering and/or Event Managers must have a minimum of three years consecutive employment in similar food service operations with comparable responsibilities. These individuals must have extensive, formal training in Catering Services, with emphasis on customer service, event planning and presentation and event management.
      5. The General Manager, Executive Chef and Catering Manager assigned to the Program will be selected by Supplier. UNCP may meet prospective candidates and review their qualifications prior to their placement and will be consulted on hiring decisions. Once assigned, Supplier will not change the individuals selected for each of these positions except for the following reasons:
         1. If required by the Contract Administrator when their performance is not acceptable to UNCP;
         2. If the individual resigns or is otherwise unable to perform the duties required;
         3. If the individual is promoted, in which case Supplier will be responsible to notify the Contract Administrator at least 45 days in advance of the individual’s departure and replace the individual in a manner that is satisfactory to UNCP.
      6. Supplier will not reassign the Program General Manager more than once in a five year period unless expressly agreed to by the Contract Administrator. The position will be filled within 90 days unless otherwise mutually agreed. In the event of the absence of a General Manager, his/her supervisor or a mutually acceptable designee will be on site during all in-service periods until the position is filled.
   3. Supplier will maintain an adequate level of assistant managers, chefs, supervisors and employees to provide an excellent level of service within the Program, and will provide such expertise (administrative, dietetic, purchasing, human resources, etc.) as needed. In staffing its operations, Supplier will take into consideration adequate coverage for peak service times and for employees on leave. The Contract Administrator will have the right to review staffing patterns and job schedules, and request Supplier to consider modifications to ensure adequate staffing.
   4. Supplier will ensure that a management or supervisor representative will be on site at each location during all hours the Program is in operation, including Catering Services.
   5. Supplier will be required to develop and implement a top quality, proactive student employment plan. Hiring, development and retention objectives for each year of the SOW term will be mutually agreed by Supplier and the Contract Administrator. Supplier will provide the Contract Administrator with an annual report that details the number of students employed, total student hours worked, and promotion and retention statistics. Supplier will be responsible for all student employment forms and insurance, including but not limited to, any workers’ compensation or other liability claims resulting from work-related injuries to students who are employed by Supplier.
   6. Supplier will ensure that critical positions (those that are necessary to open and operate dining operations) will have adequate back-up employees on call to cover for absenteeism.
   7. Supplier will comply with all local, regional, and national governmental laws and regulations related to employment, employment practices, compensation, and benefits of personnel.
   8. All Supplier-employed personnel will be subject to UNCP’s policies, rules, regulations and codes of conduct while working on UNCP’s premises, provided such policies, rules, regulations and codes of conduct do not conflict with Supplier’s own policies, rules, regulations, and codes of conduct.
   9. In the event of UNCP’s concern regarding the conduct or behavior of any employee, the Contract Administrator will inform Supplier. To the extent permissible by law, collective bargaining agreements and/or employment agreements, an offending employee of Supplier will be removed from employment in the Program immediately upon receipt of a written request from the Contract Administrator. Such written request will be initiated by the Contract Administrator after reviewing all relevant information with Supplier. Among specific causes, but not limited to these causes, are: inflicting or threatening physical abuse; verbal abuse on any person; sexual harassment; damaging UNCP’s grounds or property; disrupting patrons’ enjoyment; any other conduct or action considered inimical or offensive to UNCP. Any such removal will be made in the name of Supplier.
   10. Supplier will perform employment and criminal background checks on all newly hired employees, with methodology subject to UNCP approval. If the ability to conduct criminal background checks is limited due to constraints imposed as a result of pandemics, natural disasters or other emergency conditions outside Supplier’s control (e.g. courthouse closures that prevent access to criminal conviction records), upon the Contract Administrator’s written approval, Supplier may permit employees to begin work conditioned upon completion of background checks, and Supplier will diligently complete background checks promptly when it becomes feasible to do so. Supplier warrants that no employee will be assigned to the Program without undergoing the agreed screening process.
   11. Supplier will ensure that its employees meet the appropriate health standards proscribed by applicable governmental laws and regulations.
   12. To the extent permitted by law and subject to Supplier’s human resource policies, Supplier will ensure that an employee who reports to work ill will be sent home and not allowed to resume work until fully recovered. To the extent permitted by law, when informed that an employee may have an illness, communicable disease or other health condition that could affect the safe, sanitary or healthful operation of the Program, Supplier will ensure that the employee undergoes an examination by a licensed physician to either verify or contradict the existence of the condition. If such condition is verified, Supplier will not utilize the services of the employee in the Program until the employee returns to a healthful status as evidenced by a signed physician’s statement.
   13. Supplier employees will be appropriately uniformed when performing their work assignments including proper, slip resistant footwear in good condition. The term “appropriate uniform” includes designated shirt and pants, name badge, hats/visor, hair/beard nets, etc. and may include face masks where advisable in response to communicable illness outbreaks. Supplier must submit samples of employee uniforms and other apparel for approval by the Contract Administrator.
   14. Supplier will require all employees to utilize authorized and designated entrances and exits during working hours and train employees in UNCP’s building access policies and security regulations.
   15. Supplier will restrict employees to their assigned work areas during working hours and require them, when not working, to vacate the Program Premises.
   16. To the extent permitted by law, Supplier will continue to provide services under an applicable SOW in the event of strikes and other labor disturbances.
   17. Supplier will be responsible for and ensure that all employees who work at UNCP sites are legally authorized to work in the United States. This policy applies to all employees, whether they are full-time, part-time, temporary, or sub-contracted from another company or division. When a temporary employment service or subcontractor is used to provide services on behalf of the Program, Supplier will be responsible for obtaining a statement from each company, on the company’s letterhead, indicating their compliance with this stipulation.
   18. Supplier will ensure that employees working in customer-facing job positions are able to communicate effectively with customers.
   19. Supplier’s employees will always be polite and diplomatic in enforcing Supplier and UNCP regulations.
   20. Except as otherwise agreed by the Contract Administrator, Supplier will prohibit its employees from removing food or beverages from the Program Premises, except in the case of an employee who has paid for the product as a regular customer, or in the event of an authorized off-premise Catering event.
   21. Supplier will notify the Contract Administrator in writing of impending labor, employee and vendor problems or any other circumstances that could adversely affect the operation of the Program.
2. TRAINING
   1. Supplier will ensure its employees are fully trained in the performance of their duties. Training for Supplier’s employees is to be performed either before the employee begins work at UNCP’s site, or if trained onsite, with full supervision so that employees are fully trained in the performance of their duties before they are assigned to work independently.
   2. Training must be given in the proper performance of all tasks to be performed, and will include but not be limited to instruction in the following, as applicable to the employee’s job position:
      1. UNCP’s code of conduct;
      2. UNCP’s security and safety standards and procedures;
      3. Customer service standards;
      4. Diversity and multicultural awareness;
      5. Food preparation methods;
      6. Safe food handling and HACCP standards and procedures;
      7. Cleaning and sanitation standards and procedures;
      8. Dress (uniform) and identification standards;
      9. Personal grooming and hygiene standards;
      10. Job-related life safety standards and procedures (for example, knife handling skills and proper use of food service equipment);
      11. Emergency preparedness.
   3. For employees whose work duties include alcohol service, Supplier will provide training in the safe service of alcohol and ensure its employees have all applicable government required licenses and certifications. Upon the Contract Administrator’s request, Supplier will provide proof of relevant employees’ training and/or certification.
3. PROCUREMENT AND COST CONTROL
   1. Supplier will procure all food, beverages and supplies for the Program.
   2. From time to time, the Contract Administrator may request vendors be considered for use by Supplier. Supplier will make a good faith effort to honor the request, assuming the vendor meets Supplier’s quality assurance standards.
   3. Supplier will make every effort to aggressively manage the cost of food and beverages, including:
      1. securing inventory against pilferage;
      2. use of inventory control software that tracks and reconciles theoretical inventory to actual;
      3. a robust strategy for measuring and reducing food waste, including provision of regular reporting to the Contract Administrator.
4. FOOD SAFETY AND QUALITY CONTROL
   1. Supplier will follow stringent food safety standards, including the deployment of a food safety program and process that incorporates HACCP (Hazard Analysis, Critical Control Point) monitoring, testing and recording of storage, production and serving temperatures. The HACCP plan is subject to review and approval by the Contract Administrator.
   2. All foods must be stored, prepared and served at industry standard, government regulation temperatures for safe food handling.
   3. Stored food products, including leftovers, must be properly wrapped, clearly labeled and dated.
   4. In the event of an outbreak of food borne illness and/or foreign objects found in food, Supplier will immediately notify the Contract Administrator and apply all its corporate and onsite resources to immediate identification and remediation of the cause of the event.
5. MARKETING
   1. Supplier will be responsible for developing and implementing a proactive Marketing/Communications Plan to promote the Program to the University and local community. For key target markets, the Plan should incorporate:
      1. Specific strategies to build revenue, enhance satisfaction and generate goodwill;
      2. Tactics for effective promotion and communication to the UNCP community;
      3. Implementation plan and calendar;
      4. Budget;
      5. Success measures.

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

* 1. Specific Marketing activities will include, but not be limited to the following:
     1. Mandatory and voluntary meal plan marketing and communications;
     2. Retail Dining advertising, promotions and limited time offers;
     3. Annual Catering showcase for key event arrangers;
     4. Monthly Residential Dining theme meals and events.
  2. Supplier will develop and produce all collateral promotional materials for the Program. Collateral promotional material and digital signage will be professionally designed and subject to the Contract Administrator’s approval.
  3. For the initial year of the SOW term, the Marketing/Communications Plan will be developed as part of Supplier’s Pre-Opening Services, with implementation to begin immediately upon commencement of service. Thereafter, the Marketing/Communications Plan will be updated on an annual basis, or more frequently at the request of the Contract Administrator and become part of the Annual Operating Plan.

1. SUSTAINABILITY PLAN
   1. Supplier will establish and maintain a comprehensive and proactive Sustainability Plan for the Program that supports UNCP’s sustainability objectives. The Sustainability Plan will be developed collaboratively with, and subject to the approval of the Contract Administrator.
   2. The Sustainability Plan should consider:
      1. Minimization of environmental impact through the effective use of ecologically sustainable growing techniques, integration of seasonally available local foods, and energy efficient transportation from farm to table. Supplier and the Contract Administrator will agree to annual target objectives for the following, with year over year improvement expected:
         1. Use of locally grown foods (grown within 250 miles of the Site);
         2. Use of organic foods when reasonably and economically available.
      2. Initiatives to ensure that management, kitchen and serving operations use resources efficiently through the effective deployment of resource-saving practices and staff training to understand energy efficiency tactics and other sustainable preparation objectives.
      3. Minimization of waste and mechanisms for reducing the impact of food waste, to include but not be limited to:
         1. Weighing of pre-consumer and post-consumer waste and implementation of reduction strategies;
         2. Use of ecologically sensitive packaging;
         3. Recycling, composting and other efficient waste disposal mechanisms.
      4. Continuous improvement and innovation in sustainability practices and provision of education to both customers and Supplier’s employees about innovations and reasons for operational decisions in food service.
      5. Incorporation of sustainable design principles in construction projects undertaken on behalf of UNCP.
   3. The standard for all disposable service ware will be compostable or recyclable and is subject to the requirements and approval of the Contract Administrator. Styrofoam and other non-recyclable containers are not permitted except with the Contract Administrator’s prior approval.
   4. Supplier will follow minimum governmental standards regarding recycling and will participate in UNCP’s recycling program.
   5. At any point during the SOW term, UNCP may require Supplier to implement a food composting program if compostable materials handling facilities/operations are present in the local area.
   6. Supplier will comply with all UNCP waste handling and disposal requirements related to the Program.
   7. For the initial year of the SOW term, the Sustainability Plan will be developed as part of Supplier’s Pre-Opening Services, with implementation to begin immediately upon commencement of service. Thereafter, the Sustainability Plan will be updated on an annual basis, or more frequently at the request of the Contract Administrator and become part of the Annual Operating Plan
2. NUTRITION/WELLNESS PLAN
   1. Supplier will undertake Wellness initiatives to support customer nutritional needs and a commitment to the lifelong maintenance of good health. Supplier’s Wellness initiatives will include, but not be limited to the following:
      1. Nutritional information for all Program menus with the level of information provided to be as mutually agreed by Supplier and the Contract Administrator;
      2. Allergen information for all Program menus, based on an allergen list to be as mutually agreed by Supplier and the Contract Administrator;
      3. Nutritional and allergen information shall be provided on:
         1. Menus, at the point of service;
         2. Product packaging (for pre-packaged foods);
         3. Supplier’s information website for the Program;
         4. Supplier’s customer-facing app used in the Program.
      4. Provision of Wellness educational materials and information at service locations and on Supplier’s website for the Program;
      5. In-person or virtual resident student nutritional counseling from a qualified dietitian.
      6. Continuous improvement in the reduction and elimination of antibiotics and growth hormones in foods served within the Program, with target objectives documented as part of the Operations Plan.
   2. For the initial year of the SOW term, the Wellness Plan will be developed as part of Supplier’s Pre-Opening Services, with implementation to begin immediately upon commencement of service. Thereafter, the Wellness Plan will be updated on an annual basis, or more frequently at the request of the Contract Administrator and become part of the Annual Operating Plan.
3. USE OF UNCP FACILITIES
   1. Supplier is prohibited from using the Program Premises in the production or execution of non-UNCP related business, except as specifically authorized in the SOW or otherwise authorized by UNCP in writing.
4. ADMINISTRATIVE RESPONSIBILITIES
   1. Results of any inspection or audit performed by any governmental authority will be immediately provided to the Contract Administrator.
   2. Supplier will comply with UNCP requirements regarding delivery times, access and security restrictions/requirements, safety standards, and site speed limits.
   3. Supplier will notify the Contract Administrator immediately of any unsafe or unhealthy conditions and take immediate appropriate action to remedy the condition(s), where said remedy is within Supplier’s responsibility.
   4. Supplier will inform the Contract Administrator and Security immediately of any personal injuries and accidents that require medical treatment.
   5. Supplier will collect and remit all taxes associated with its Program services to the appropriate taxing authorities.
   6. Supplier will review its cash collection procedures with the Contract Administrator upon request.
   7. At the end of each monthly accounting period, Supplier will conduct a physical inventory of all food and beverage on hand, including cost, for use in developing monthly financial statements and accounting reports.
   8. Supplier will provide the Contract Administrator with monthly financial reports, as follows:
      1. Financial statements for the Program, including individual profit and loss statements for each service location and an aggregated statement for the Program. Profit and loss statements will show budgeted and actual sales by detailed sales category, budgeted and actual expenses by detailed expense category and net profit/loss. Such sales, expenses and profit/loss will be reported for the current period and year-to-date. Causes and appropriate documentation of abnormal revenue and expense deviations will be noted by Supplier as part of these statements. Statement adjustments resulting from review and/or audit will be identified and reflected in the next period statement.
      2. Operating statistics, including but not necessarily limited to the following:
         1. Food cost per meal served;
         2. Meals per labor hour;
         3. Transaction counts by meal period;
         4. Sales mix report (sales breakdown by type of item sold); and
         5. Recap of number/type of Catering events and estimated number of attendees.
      3. Special reports and analysis as may be requested by the Contract Administrator.
   9. Supplier’s Onsite Management Team will meet with the Contract Administrator monthly to review operational and financial performance, discuss areas of concern and agree on courses of action for ongoing improvement.
5. EMERGENCY SERVICES
   1. Supplier will be required to provide food service under emergency and/or unpredictable circumstances such as breakdown of equipment, fire, storm, power failure, etc. Service provided under emergency conditions may be limited in nature. Within 30 days of execution of the applicable contract, Supplier will provide UNCP a documented Business Continuity Plan/Disaster Recovery Plan (“BCP/DRP”) that, at a minimum, includes:
      1. A description of the scenarios the BCP/DRP can support (e.g. loss of facilities, key people, pandemic, systems, vital records, internal / external dependencies);
      2. A description of the BCP/DRP test plan, the frequency of exercises and the procedures to enable UNCP to review results of the exercises; and
      3. A description of the process to restore operations at the original site to resume full service capabilities.

**Service Delivery Standards**

1. SERVICE STANDARDS
   1. Supplier will offer a broad selection of culturally diverse concepts and product offerings taking into consideration the evolving ethnic, racial and international demographics of the community. The concept mix and product offerings will be mutually agreed by UNCP and Supplier.
   2. Supplier will cook “to order” wherever feasible. Otherwise, progressive, “just in time”, small batch cooking will be the production method utilized, staggering the preparation of food whenever possible so that nutritional value, temperature, and overall quality can be maintained during serving hours.
   3. Baked goods will be produced onsite where feasible with existing facilities and equipment. Pre-prepared mixes and doughs are permissible, but every attempt will be made to provide products that are "homemade." Sandwich breads, hamburger and hot dog buns, bagels, English muffins and other such items may be purchased from commercial bakeries.
   4. Re-use of leftover foods will be kept to a minimum and used promptly. Under no circumstances will leftovers be used to replace any approved menu selection.
   5. Supplier will use merchandising, labeling and food presentation techniques that showcase the products offered and have strong eye appeal.
   6. Any food appearing discolored, unappealing or not in a proper state of freshness will not be served. Supplier will adhere to the general food service industry guide: if you are not willing to purchase or consume the product yourself, it should not be displayed.
   7. All walk-up serving and condiment counters are to be well stocked throughout the entire posted serving times until 15 minutes after closing. The last customer is to be offered the same range of choice as the first.
   8. Display and serving areas will be clean, sanitary, orderly and attractive at all times.
   9. Any spillage or soiled spots will be removed promptly from counters, serving ware, general serving and dining areas and floors. Broken items will be promptly removed from the area.
   10. Service problems shall be anticipated and resolved immediately. Supplier’s management staff shall review problems on a daily basis and discuss and implement solutions to prevent recurrence and enable supervisory staff to react immediately. Several examples of problem indicators are: excessively long lines for sustained periods of time; bottlenecks causing gaps in lines; delays in production; products which are difficult to serve; running out of beverages or condiments; shortages of service ware, trays, napkins, silverware, etc.
2. ADDITIONAL REQUIREMENTS FOR RESIDENTIAL DINING
   1. Menu
      1. To the extent Supplier uses a menu cycle, the minimum cycle will be four weeks.
      2. Entrees will not be duplicated between lunch and dinner on the same day or from day to day.
      3. Whole meat, vegetarian, and vegan proteins and “center of the plate” entrée choices will be provided at every meal, without over-reliance on processed foods, frozen foods, or carbohydrate-based entrees. Each meal must include a sufficient number and variety of vegetarian and vegan foods so that an individual can easily maintain a vegetarian or vegan diet. Minimum variety standards for each meal will be mutually agreed to by Supplier and the Contract Administrator.
      4. Each meal must include a sufficient number and variety of low calorie, low fat, and low cholesterol foods so that an individual can easily maintain a low fat/low cholesterol diet without requesting special foods or preparation.
   2. Throughout all mealtimes, Supplier will provide an allergen free production and service platform that, at a minimum, avoids gluten, lactose, nuts, soybeans, dairy, fish, and shellfish.
   3. Supplier will provide a robust schedule of premium theme meals to include appropriate dining room and service area decorations, and provision of entertainment. The schedule will be mutually agreed to by Supplier and the Contract Administrator as part of the annual Operating Plan.
   4. Supplier will provide a number of educational programs and events annually, including partner programming with University departments and academic units, to educate and influence student behavior in the areas of wellness and sustainability. The schedule will be mutually agreed to by Supplier and the Contract Administrator as part of the annual Operating Plan.
   5. Supplier will provide special diets for students when approved in writing by a physician and the Contract Administrator. Supplier’s dietitian will assist its Residential Dining Manager in providing daily special diet choices. The cost charged to UNCP for provision of the diet will not exceed the contract cost based on the Supplier’s daily rate. Supplier will maintain written documentation of approved special diets and as requested, provide to the Contract Administrator for review. If Supplier is unable to reasonably accommodate the special diet, UNCP and Supplier may agree to release the student from the meal plan requirement.
   6. Supplier will provide exam treats at residential dining locations at no additional charge to meal plan holders for a minimum of one week per semester in conjunction with final exams. Locations and menu items for the foregoing will be mutually agreed upon between UNCP and Supplier.
   7. In the first year of the SOW term, Supplier will comply with all provisions related to UNCP Meal Plans, including but not limited to meal exchange, meal equivalency, Dining $ rollover provisions, guest meals, sick meal delivery, and reusable cup programs. In subsequent years of the SOW term, these items will be mutually agreed upon as part of the annual Operating Plan process.
3. ADDITIONAL REQUIREMENTS FOR RETAIL DINING
   1. Supplier is encouraged to offer as many corporate, regional and/or national branded concepts as deemed appropriate or financially feasible by Supplier, subject to UNCP approval.
   2. UNCP reserves the right to request a survey at UNCP’s expense to determine the acceptability of proposed brands/concepts prior to their implementation.
   3. Retail Dining menus will include limited time offers and bundled meal options (ex: entrée + side + drink) to customers.
   4. Supplier shall adjust its staffing to the volume of business at different day-parts to provide fast and efficient service always.
4. ADDITIONAL REQUIREMENTS FOR CATERING SERVICES
   1. Supplier’s branding, menus, menu pricing and service model are subject to UNCP approval.
   2. Excluding items such as specialty baked goods and desserts and special diet requests, all foods will be prepared at UNCP’s Program Premises.
   3. Supplier will develop and perform Catering Services consistent with the high-quality image that UNCP projects to its internal and external publics. All Catering events must be conducted in a first-class, professional manner regarding creativity, presentation and quality of food and service.
   4. Supplier will offer and market a wide range of event types daily and throughout the year, including coffee breaks, buffets, plated meals, and receptions for groups large and small, and service levels ranging from drop-off events to fine dining.
      1. Supplier will provide a comprehensive Catering menu, encompassing breakfast, lunch, dinner, beverage/snack breaks and receptions, and offering a wide variety of price ranges.
      2. Supplier will be sensitive to the differing needs of various UNCP constituencies and recognize that creative menus and service techniques are required to support UNCP’s reputation for excellence and innovation. Due to operating budgets, UNCP community members are sometimes sensitive to price. The Catering program will be flexible enough to provide serving sizes and service options that will accommodate these concerns. The Catering program must be priced competitively to the local area.
      3. Supplier must provide a minimum of three (3) tiers of service like those described below to maximize services to customers.
         1. Budget Service: Foods and beverages available for pick up with no Supplier set up or clean up.
         2. Value Service: Drop off buffet with set up and clean up provided, but no on-site attendant or waiter service.
         3. Full or Premium Service: Buffets or served meals with attendant(s) and/or waiter staff and post-event clean up.
      4. Supplier will develop Catering policies such as delivery charges and guest guarantees. The Contract Administrator retains the right to review and approve all Catering menus, pricing and policies prior to implementation.
      5. Supplier will ensure that its Catering menus include a wide range of cuisines, incorporating a diversity of ethnic, vegetarian and vegan selections. Supplier’s menus will also accommodate special diet needs such as Avoiding Gluten and Dairy Free offerings.
      6. Supplier will update its Catering menus with seasonal offerings at least twice per year, and implement a full menu refresh at least once per 18 months.
      7. Supplier will provide guidance to Catering arrangers on purchase quantities and event planning, and provide custom menus as required.
      8. At least once annually, Supplier will host a Catering Showcase for UNCP event arrangers to highlight new products and presentation capabilities.
   5. Service ware and display ware standards for Catering events will be mutually agreed upon by Supplier and the Contract Administrator based on event types and service locations. These items will be considered part of the Program’s inventory of small wares equipment, with par stock determined as per Section 4.
   6. If a Catering event requires specialized equipment not available at the Program Premises, Supplier will supply or rent the required equipment, with the cost of said equipment applied to the cost of the Catering event for which it was obtained.
   7. Supplier will train its employees in proper service techniques for Catering events before such employees are required to perform their functions.
   8. Supplier will ensure that full or premium service events are adequately staffed so that customers are served promptly, efficiently and professionally always, such that results meet or exceed the level of service expected by the customer and UNCP. The following minimum staffing guidelines will be used unless otherwise agreed with the Contract Administrator in advance of the event (or as required by the UNCP event owner):
      1. Buffet Lunch or Dinner 1 server per 20 guests
      2. Served Lunch or Dinner 1 server per 12 guests
      3. Receptions 1 server per 30 guests
      4. Bartenders 1 server per 50 guests
   9. Supplier will ensure that events are completely set up and ready for service at least 15 minutes prior to the scheduled event start time.
   10. Catering events will occur at both the Program Premises and elsewhere on campus. Supplier’s Resident District Manager and Catering Manager will be required to work closely with the Contract Administrator to provide overall guest safety and satisfaction, regardless of the event location.
   11. Supplier will secure all Catering equipment and service ware promptly after the close of an event and will be responsible to leave event space in the same condition in which it was found.
   12. Supplier will direct those inquiring about catering exclusivity liability waiver to UNCP in the Financial Planning and Analysis Office.
5. ADDITIONAL REQUIREMENTS FOR CONCESSIONS
   1. Supplier and the Contract Administrator will work together to determine the level of Concession Services to be provided for an athletic event. The number of stands and their respective hours of operation will be appropriate to enable Supplier to efficiently meet anticipated customer demand.
   2. Supplier will provide sufficient staff to provide coverage based on historical data to ensure exceptional service to attendees.
   3. All concessions areas for an event must be open, staffed and ready to serve when the facility opens for public access to the event.
   4. In all cases, Supplier will be required to provide an on-site supervisor for the duration of any event for which it supplies concessions.
   5. Menus for concessions will reflect variety and innovation in market trends, including the development of signature items.
   6. Menu offerings will be targeted to event type and anticipated audience; for instance, with a recognition that a circus or other youth-oriented event requires a different menu strategy from a rock concert or athletic event.
   7. Prices charged for concession services will be comparable to those found in other similar facilities in the local area. Supplier will post prices on approved menu boards permanently attached to all stands and portable carts.
   8. Supplier will conduct research into customer purchasing patterns in other UNCP athletic venues to determine menu development and pricing recommendations.
   9. Supplier may partner with local restaurants to augment its concessions menu offerings, where applicable and mutually agreed upon with UNCP.
   10. Occasionally, specialty concession items are provided as an integral part of an event, (i.e. circus – cotton candy). In cases where a concession item or items is provided by an Event Production entity, Supplier agrees to allow the Event Production entity to retail these products directly, outside of Supplier’s designated concessions locations.
   11. Supplier is encouraged to use service organizations from the campus and surrounding area to supplement its permanent staffing for concessions operations, under the following conditions:
       1. Preference will be given first to University student groups, and then to local area service organizations.
       2. Supplier will provide adequate training and supervision for student groups and service organizations to ensure that food is handled in a safe and sanitary manner, that all monies are accounted for and that customers receive fast and friendly service.
       3. Supplier will be responsible for providing all menu signage, as well as appropriate signage in public areas directing customers to the concession areas. All signage is subject to the approval of the Contract Administrator.
   12. Supplier will be responsible for sanitation of all food service concession Premises before, during and at the close of an event. At the close of each event, all perishable foods and products will be removed from concessions areas and properly stored. Supplier will further remove all food debris and other debris from concessions areas and clean concession stands. Additionally, once per year, Supplier will schedule and perform deep cleaning of all food service concession areas associated with the Program, either at the end of the athletic season or at another time as agreed to by the Contract Administrator.
   13. At the end of each day during which Supplier has provided concession services, it will deliver all trash, garbage, litter and refuse to collection points designated for disposal.
6. ADDITIONAL REQUIREMENTS FOR SUMMER CONFERENCE/CAMP DINING SERVICES
   1. Supplier will provide all-you-care-to-eat style meals at UNCP’s residential dining location(s) during the Summer term for conference and camp participants, students, faculty, and staff.
   2. Supplier may be required to provide summer conference and camp meals at other locations on campus as well.
   3. Summer meals will be provided with service, variety, food quality, food preparation, and food presentation at a level of quality equal to that provided during the academic year.

**Facilities and Equipment**

1. WEB INTERFACE
   1. UNCP will provide Supplier with a web link for use in providing information about the Program. The interface between UNCP’s web link and Supplier’s website will be as seamless as possible and designed to allow users to access information with a minimum of clicks.
   2. Supplier will conform to the following standards:
      1. Supplier will establish and maintain a high quality, customer interactive website that is ADA compliant and conforms to UNCP’s and accessibility requirements.
      2. Information contained on the website will include but not be limited to the following, to be kept current always:
         1. Program service locations (including location map) and days/hours of operation;
         2. Menus for each service location, including pricing and nutritional/allergen information;
         3. Meal plan configuration, pricing and policies;
         4. Catering menus, pricing and policies, and link to Supplier’s catering ordering software;
         5. Upcoming events and promotions;
         6. Access to Supplier’s e-marketing/e-commerce solutions, subject to UNCP review and approval;
         7. Information on Supplier’s on-campus sustainability initiatives as well as sustainability education information;
         8. Nutritional and wellness education information;
         9. Profiles and contact information of management team members.
      3. If a mobile app is also deployed, Supplier will upload similar information to the app, to be kept current always:
      4. UNCP may require Supplier’s informational site to be fully branded as UNCP’s Dining Program; in this case, the website will not reference Supplier’s name.
      5. Supplier’s website will not include any reference to third-party advertising without the prior written permission of UNCP.
   3. UNCP has the full and exclusive right to grant or otherwise permit Supplier to access UNCP’s intranet. UNCP will not be required to obtain any approval from Supplier regarding the creation of web links to Supplier websites other than merely notifying Supplier of the location and/or addresses of such web links. UNCP may take such action as it deems appropriate to maintain the integrity of its intranet and accordingly, has the right to remove or temporarily restrict access to Supplier’s link at any time. Supplier will use its reasonable efforts to advise UNCP immediately of any activities which may adversely affect UNCP’s intranet.
2. SIGNAGE
   1. All interior and exterior signage must be approved in advance by the Contract Administrator, prior to installation.
   2. Supplier will maintain all digital and/or electronic signage in good working order.
   3. All signage will be professional in appearance and kept current always.
3. ALTERATIONS TO PREMISES
   1. Supplier will not make any alterations, additions or improvements to Program Premises without first obtaining the prior written consent of UNCP. Prior to beginning any such UNCP approved activities, Supplier will prepare written plans and/or drawings detailing how Supplier intends to complete the project subject to UNCP approval. Supplier must obtain all necessary permits and, except as otherwise agreed by UNCP, maintain the Program Premises in good order and condition while all installation, maintenance and/or removal activities are being performed.
4. UTILITIES
   1. In keeping with UNCP’s sustainability objectives, Supplier will be expected to effectively manage its energy use.
   2. UNCP will promptly notify Supplier of any known interruption to utilities services that might affect the Program.
5. DELIVERY VEHICLES
   1. Supplier will provide and maintain all vehicles and vehicle insurance as required for the successful operation of the Program, except as otherwise agreed in writing by the Contract Administrator.
   2. Supplier will ensure that its employees who operate Supplier provided and/or UNCP provided delivery vehicles undergo a driving history background check and be properly licensed to operate the vehicle.
6. ALTERNATE DINING LOCATIONS
   1. Supplier, along with the Contract Administrator, will work jointly in determining the most practical and economically feasible location to provide specific components of the Program during any construction periods or unforeseen facilities disruption.

**UNCP Rights**

1. UNCP Rights
   1. UNCP may, from time to time, establish and disseminate reasonable regulations for the operation of the Program with which Supplier will comply.
   2. UNCP and the Contract Administrator reserve the right to monitor both the Program and Program Premises with respect to the quality and quantity of food served, the method of service, opening and closing hours, safety, sanitation, facilities and equipment maintenance, adherence to the Agreement, or for any other reason. In the case of an immediate threat to health and safety, UNCP may immediately close dining facilities or operations to protect the health of UNCP employees and guests.
   3. At all times, UNCP and the Contract Administrator will have access to enter and inspect all Program Premises. UNCP will maintain a complete set of keys to the Program Premises. Supplier will provide keys to UNCP for any Supplier-initiated key or lock changes.
   4. UNCP may, without interfering with the normal operation of the Program, use the Program Premises for such purposes as may be required. In such cases, UNCP, at its cost, will restore facilities to conditions reasonably satisfactory to Supplier before the next regularly scheduled meal service. Use of food service related storage, production, support, service, dining, and catering facilities by third parties is prohibited.