

STATE OF NORTH CAROLINA

2009-2012 CATERING STATEMENT OF WORK

COUNTY OF WAKE

This Catering Statement of Work ("CSW") by and between the **NORTH CAROLINA STATE UNIVERSITY (either "NC STATE" or "University") JANE S. McKIMMON CONFERENCE AND TRAINING CENTER ("CENTER")**, 1101 Gorman Street, Raleigh, North Carolina, and ("CATERER") for CATERER to provide catered food service at the CENTER when requested by USERS ("USERS") holding meetings at the CENTER.

GENERAL

The CENTER provides a learning environment for adult students on a community and statewide basis. An adult learning environment consists of quality instruction, comfortable conference rooms and food service when requested. The management of the CENTER commits itself to a supportive role with the CATERER to provide the highest quality food service for each CENTER USER when the CATERER'S services are requested. By design, the catering of meals for USER'S is an important aspect of the CENTER'S day-to-day operation. This CSW addresses the responsibilities of the CATERER and of the CENTER. The Assistant Vice-Chancellor for Extension, Engagement and Economic Development, Director of McKimmon Center for Extension and Continuing Education reserves the right to make exceptions to the terms and conditions of this CSW in the best interest of the University. CENTER prefers that all selected CATERERS be located no more than 60 miles from the Center. However, the CENTER may, in its sole discretion, select a CATERER located greater than 60 miles from the Center.

A. REQUIRED CATERER CREDENTIALS

IF YOU ARE ON THE 2006-2009 LIST OF APPROVED CATERERS, AND HAVE INVOICES THAT ARE OUTSTANDING FOR 60 DAYS OR MORE, YOU SHALL PAY THE INVOICES ON OR BEFORE JUNE 30, 2009 OR YOU WILL NOT BE ELIGIBLE FOR PLACEMENT ON THE 2009-2012 APPROVED CATERER LIST FOR THE CENTER.

For the duration of this CSW, each CATERER shall possess and provide evidence of the following credentials:

1. Have a minimum of five (5) years experience operating their current catering establishment.
2. Be able to cater a complete meal.
3. Possess a valid Grade A Health Department Rating, issued by the controlling governmental authority, for all food processing areas used by the CATERER. The CATERER shall immediately advise the Assistant Director of Client Relations ("Assistant Director") should any Health Department inspection reflect a sanitary rating below Grade A. CATERER shall furnish a copy of each sanitary inspection report to the Client Relations Office within five (5) working days of the date of the sanitary inspection. If the sanitary rating falls below a Grade A, this CSW shall automatically terminate.
4. Possess a current Privilege License to operate a food catering business within the City of Raleigh, North Carolina.
5. Each CATERER signing this CSW for the first time shall provide four (4) letters of reference from organizations they have catered for within the past twelve months.
6. Shall maintain insurance with a minimum of ONE MILLION (\$1,000,000.00) DOLLARS each for liability, bodily injury, and property damage in force for protection of USERS. USERS shall name the State of North Carolina and North Carolina State University as additional insureds. CATERER shall provide a copy of a certificate of insurance to the Assistant Director prior to execution of this CSW.
7. A copy of a valid ABC off-premises beer/fortified wine permit, if applicable.
8. CATERER shall have no conflict of interest with the University.
9. CATERERS outside of the Raleigh area shall provide a toll-free 800 number or agree to accept collect calls from potential USERS.

10. CENTER prefers that all selected CATERERS shall have one (1) year of Conference Center catering experience. However, the CENTER may, in its sole discretion, select a CATERER with less than one (1) year of experience.
11. CATERER shall provide an “in-store” contact for all clients when processing orders.

B. CENTER RESPONSIBILITIES

The CENTER will provide:

1. Tables, buffet tables, head table, dessert table, other support items, and chairs in-place for use by the CATERER for serving USERS.
2. A catering support area containing refrigeration, warming units, refrigerator for holding food prior to serving, ice maker, coffee maker, portable work tables, kitchen sink with drain board, a custodial closet with mop bucket, mop, straw broom, garbage cans, recycle containers, limited utility carts and large outside refuse and recycle bins.
3. For religious, cultural, ethnic or for maintaining a proper balance of caterers, the CENTER Assistant Director may allow a USER to contract with a CATERER not on the current approved CATERER list. Any CATERER used due to these reasons shall meet all minimum requirements of this CSW.
4. USER must receive prior approval from Assistant Director to allow outside vendors the opportunity for events offering food tasting. A waiver shall be signed by the USER.

C. CATERER RESPONSIBILITIES

The CATERER shall:

1. Provide the CENTER with a menu adhering to the standardized format at the time the order is placed. Menus shall include all prices for this CSW. Prices shall include all services and charges and **shall not include sales tax**. The menu shall further state the amount of overage, if any, the CATERER prepares for each Event. CATERER need not state any overage for plated or seated service meals. Confirmations furnished by the CATERER to USERS shall reflect the menu and prices stated in the approved menu. CATERER shall not vary from approved except as noted in item 24 below. The menu shall state the CATERER'S inclement weather policy and cancellation policy. CATERER shall provide CENTER with no fewer than 25 menus and a disk of the menu for display on the Internet. If the CATERER is in good credit standing with the CENTER Print Shop, before delivery the CATERER may pay the Print Shop directly for copying menus.

2. Receive final guarantee of numbers from client five (5) days prior to event date. An adjustment of 10% of final numbers guarantee will be allowed up to forty-eight (48) hours from Event date.
3. Arrive at the CENTER a minimum of one (1) hour prior to providing food service for buffet, plated meals or receptions. Arrive 30 minutes prior to event start time for boxed lunches of 50 people or less. **All Catering events shall be ready for consumption 15 minutes prior to event start time.** In scheduling for the various CENTER functions for weekdays, the CENTER will attempt to provide a two to three hour set-up time. On weekends, a two-hour set-up period will be supported without charge by CENTER. A longer set-up period may be permissible if no function is scheduled prior to the catered event and the room has been preset. CATERER shall contact the Client Relations Office in advance no less than 48 hours prior to an Event to arrange for an extended set-up period, if available.
4. The CATERER will be responsible for letting the USER know if additional staging space is required. The CENTER will make every effort to provide staging areas inside or outside of the catering room.
5. Call no later than 24 hours prior to an event to confirm with the CENTER the number of people and catering set-up. Upon arrival, confirm room location by checking the posted room assignments on back service hallway walls.
6. Deliver equipment and/or dishes no more than twenty-four (24) hours prior to the Event, without prior approval of the CENTER Assistant Director.
7. Insure that all food handlers employed by the CATERER will be attired in neat and clean shirt and slacks (preferably white shirts and black pants). CATERER employees shall not wear clothing with anything other than the CATERER'S name printed on them.
8. Not cook any food inside the CENTER. However, with prior approval from the Client Relations Office, food may be cooked in the service lot (loading dock area) provided that CATERER uses a self-contained unit to avoid grease/ash spillage, and the CATERER plans for inclement weather. CATERER **shall not serve meals outside, without prior approval from Assistant Director.**
9. Not relocate or rearrange tables/chairs previously set by CENTER without prior approval of the Client Relations Office nor should they remove any furniture from other areas without prior approval. If CATERER provides no less than 24 hour advanced notice, the CENTER may accommodate special needs or arrangements.
10. Furnish items for and cover all tables used in dining. The covers shall be either place mats or table covers. All tables used for buffet service shall be covered with floor length table covers at no additional cost to the USER. The USER will be assessed a charge from CATERER for all head table floor length coverings used for dining. If boxed lunches are served, table covers (not floor length) for the buffet line will suffice. CENTER will assess a fee of \$30.00 for any skirting provided to the CATERER by the CENTER.

11. Furnish all support items to accomplish the catered functions, including, but not limited to, napkins, utensils, dinnerware, glassware, condiments and stirrers.
12. Provide **ADEQUATE** staff to service social/meal functions during the event. No less than one person from the CATERER staff shall be in the serving area at all times. One (1) on-site employee must be responsible for making decisions and solving any problems that may arise before, during, or after a catered meal function.
13. Not serve box lunches to USER groups in excess of 30 persons in the same area area as their general session without prior approval from the Client Relations Office. The CATERER is expected to stay at least until the event begins, and return for clean-up within an one (1) hour after end of event.
14. Furnish copies of all agreements between the USER and the CATERER to the Client Relations Office no less than forty-eight (48) hours after signing initial agreement with USER. All updates or revisions in the agreements shall also be furnished to the Client Relations Office within 48 hours of the update or revision.
15. Furnish all trash can liners, coffee, and filters.
16. Display food in and serve food from standard food service equipment. The equipment shall be of a design that will maintain the food at the required holding and serving temperatures. All prepping of food/beverages shall be done in staging area.
17. Conduct final prep on tables furnished by the CENTER.
18. Transport food and related catering items in a clean, closed vehicle. CATERER shall maintain transport and holding cabinets in a clean, sanitary condition.
19. Leave all CENTER areas and equipment in the same state of cleanliness as they were before the Event began. Cleaning shall include, but shall not be limited to:
 - A. Washing table surfaces with soap, and water, and all flatbeds and, carts, if used.
 - B. Removing all food and paper products and mop all floors in areas used, including service corridor, staging areas and loading docks, if needed.
 - C. CATERER may use the sink in the catering kitchen for rinsing dishes immediately following CENTER functions. CATERER shall do thorough cleaning of dishes off-site of the CENTER. CATERER **shall not** store dirty dishes overnight in the CENTER. **The sink is not equipped with a garbage disposal; so do not put food into sink or floor sink.**
 - D. Take all recyclables to the appropriate bins.
20. Not dump any food or drink refuse on the parking areas outside the CENTER, but shall use proper containers for disposal of same.

21. Remove all liquids spilled on carpeted areas and report same to CENTER staff immediately. CENTER staff will be responsible for stain removal. No beverages with red dye permitted to be served.
22. Handle food removal and clean-up as expeditiously as possible and remove all personnel, equipment and supplies from the meeting areas within (1 ½) hours upon adjournment of the function.
23. Report any equipment damage or equipment failure to the CENTER Client Relations Office immediately. CATERER shall be financially responsible for damages to the CENTER equipment caused by the CATERER'S employees, agents or other personnel acting on behalf of CATERER.
24. Obtain prior approval from the Assistant Director if a USER requests a variation in menu or request a special menu and price, at time of order, but not less than 10 business days from event.
25. No items will be supplied to the Caterer from the kitchen area of Café, to include, but not limited to, linens, serving utensils, dishes, chaffing pans, air voids, trash can liners, cups, plates, condiments...etc.
26. Provide break service, Monday – Friday though University Catering with a stipulation that occasional exceptions may be made allowing alternative choices dictated by specific USER preference or need. These exceptions will occur only under special circumstances and will be made only with the prior approval of the Assistant Director. Provide food service as outlined on menus filed with the CENTER, on each day of the week and provide **break service menu for Saturday and Sunday events, and for special circumstances when needed.** **A continental breakfast is defined as break service.**
27. Provide an Express Package for break service though University Catering. The Express Package shall contain beverages (coffee, tea and soda) for any size group and snacks (muffins, bagels, donuts, cookies or something similar) for groups of 100 persons or less. The Express Service is to provide break service when a USER needs last minute accommodations.
28. Not accept a deposit by USER unless payment of a deposit is provided for in the CATERER'S menu, and no deposit shall exceed 50% of the final total of the CATERER'S bill to the USER.
29. **Not sell tickets to an Event, either for food or alcoholic beverage, at the door.** USERS may sell tickets as part of registration the morning of the Event if CATERER and USER agree in advance. **NEITHER CATERER NOR USER** shall sell individual tickets to be exchanged for mixed drinks, beer and/or wine.
30. Not give excess food/beverage to the USER after a meal function. CATERER shall dispose of all food either at the CENTER facility or at the CATERER'S facility. Any food not consumed remains the property of the CATERER in accordance with Health Department requirements.

31. Make its books and records pertaining to this CSW available for inspection and audit during regular business hours by members of the General Accounting Office of North Carolina State University for a period of three (3) years from the close of the fiscal year to which they pertain.
32. **No donated products will be allowed unless approved through the Chancellor's Office.** Only under these special circumstances the CATERER may charge a reasonable fee if a USER provides donated products for the event.
33. Contact the USER and Assistant Director if CATERER is closed because of inclement weather. If the CENTER is closed for inclement weather CATERER will not be required to cater any contracted Event, and USER shall not be assessed any fees by the CATERER or CENTER. If the Center is open for business, the CATERER shall cater all scheduled Events, unless CATERER provides notice to CENTER no less than 24 hours prior to the Event.
34. Provide all catering staff the necessary protective hand ware for handling dishes, silverware, glassware, food or any product within which client will be in contact. In addition, all catering staff shall wash their hands **prior to beginning any catering services within the CENTER.**
35. ***Not include in menus or accept gratuities.***
36. CATERERS may sponsor one (1) *gratis* event per fiscal year of this CSW at the CENTER. For this Event the CENTER will underwrite the 13% service fee.
37. Be and Equal Opportunity Employer.

D. ALCOHOL REGULATIONS

CATERER (and all CATERER representatives) shall adhere to the following regulations and all ABC laws related to the serving of alcoholic beverages in the CENTER. The CENTER operates under a Special Occasions Permit:

1. **CATERER SHALL SERVE NO ONE under the age of 21 alcoholic beverages. CATERER shall verify proper identification of all persons who are served or who consume alcoholic beverages at any Event.**
2. Events serving, beer, wine and/or liquor shall last no longer than ONE (1) hour. USERS shall contact the Client Relations Office when they want to serve alcohol for more than one (1) hour not to exceed (3) three. The USER shall provide a written explanation to and receive prior written permission from the Assistant Vice-Chancellor for Extension, Engagement, and Economic Development, Director of McKimmon Center for Extension and Continuing Education to serve alcohol for longer than one (1) hour. As a condition of the approval, the USER shall hire a public safety officer to provide security at the Event. Beer may be served in bottles or cans **but shall not be served from kegs.** CATERER shall place all bottles and cans from the CENTER in the appropriately labeled bin located in the loading dock.

3. Events where alcohol is served shall not begin prior to 5:00 pm (MON-FRI), and 3:00 pm (SAT-SUN).
4. Events where alcohol is served, and that do not precede a meal function, shall serve heavy d'oeuvres, which shall include no less than two (2) hot entrees. An Event that does precede a dinner shall serve two (2) types of light snacks. CATERERS shall inform USERS that the CATERER must provide all hors d'oeuvres for these Events. All remaining alcohol must be removed from the CENTER by the CATERER for disposal or for return to USER.
5. CATERER shall provide bartender(s) for all Events. USERS shall not serve alcoholic beverages or provide hors d'oeuvres or any snacks at any Event.
6. Alcoholic beverages shall be served and consumed only in the area designated by CENTER staff, and an ABC permit is posted.
7. CATERER shall not purchase or provide liquor unless USER issues prepayment to the CATERER off premises prior to the start of the scheduled Event. However, if CATERER possesses the proper ABC permit, a CATERER may supply beer or wine without prepayment. USER may purchase and deliver alcoholic beverages directly to the CATERER or CENTER on the day of the Event. "Brown bagging", tipping and **cash bars** are NOT permitted.
8. If CATERER wants to become an agent to procure and transport alcoholic beverages for Events then CATERER shall indicate such on the menu provided pursuant to Paragraph C (1) above.
9. Alcoholic beverages provided by the CATERER or supplied by the USER shall be properly "iced" in advance of the scheduled Event. If delivery of alcohol is by the USER to the CENTER, CATERER shall meet the USER at the back of the CENTER to properly ice and store the alcohol. Alcohol shall not be delivered to the CENTER more than (2) hours prior to the day of the Event. No alcohol shall be delivered to the front of the CENTER. **CENTER STAFF SHALL NOT RECEIVE** alcohol. All alcohol delivered to the CENTER shall be locked in a secure storage area until the time of the Event.
10. All bars shall close no later than the end of the designated ending time posted on the ABC Permit. CATERER shall remove all alcoholic beverages from the designated area to ensure no further consumption. CATERER shall remove all alcohol beverages even if USER provided the beverages. CATERER shall remove all alcoholic beverages from the CENTER at the conclusion of the Event.

E. FEES

1. CATERER shall pay the CENTER a 13% service fee for services provided to CATERER by the CENTER. CENTER reserves the right to increase the service fee at the beginning of any renewal period. This fee is based on the following:
 - a. A percentage of the cost of the meal served, excluding sales tax; and,
 - b. A percentage of the cost of all other food services rendered by the CATERER to the USER, including beverages, breaks, refreshments and bar service. CATERER shall include the fee in the prices on the menu approved pursuant to Paragraph C (1). CATERER shall **not show the service fee on the invoice furnished to USER.**
2. **CATERER shall submit to the USER and to the CENTER'S Catering Coordinator a copy of each invoice within 24 hours of the conclusion of each Event.** The CENTER will prepare a statement and submit to CATERER each month. CATERER shall pay the fee owed no later than thirty (30) days after the CENTER issues the statement.
3. If CATERER cancels an Event and does not provide 48 hours notice to USER and to CENTER, CENTER will make substitute-catering arrangements for USER. CATERER shall pay the USER the difference in cost between the contracted for catering and the substitute catering, if any. CATERER shall also pay to CENTER an administrative fee of SEVENTY-FIVE (\$75.00) AND NO/100's DOLLARS.
4. If CATERER needs more than two (2) hours for set up, CATERER shall pay a labor fee of FIFTY (\$50.00) AND NO/100's DOLLARS, per hour of portion thereof.
5. If CATERER fails to confirm with USER set up needs at least twenty four (24) hours prior to Event and CENTER must change room set up, CATERER shall pay a labor fee SEVENTY FIVE (\$75.00) AND/NO 100's DOLLARS.
6. If CATERER fails to furnish trash can liners or coffee filters, CATERER shall pay TEN (\$10.00) AND NO/100's DOLLARS per item.
7. If CATERER fails to clean the CENTER as required, CATERER shall pay a clean up fee of SEVENTY-FIVE (\$75.00) AND/NO 100's DOLLARS.
8. If CATERER dumps food or drink in the CENTER parking areas CATERER shall pay a clean up fee of SEVENTY-FIVE (\$75.00) AND NO/100's DOLLARS or be responsible for returning proper for clean-up.
9. If CATERER discounts an invoice because of a client being dissatisfied, the CATERER will pay the CENTER, 13% of the original invoice amount.

F. EVALUATION

1. USERS will complete an evaluation form regarding the services provided by the CATERER. Evaluation reports will be retained by the CENTER for one year and will be available for review by each CATERER upon request. The evaluation reports will also be available to prospective USERS.
2. CATERERS receiving a rating of "below very good" on more than three (3) percent of Events for each fiscal year shall be terminated.

G. DURATION AND TERMINATION OF CATERING STATEMENT OF WORK

1. The term of this CSW shall start August 1, 2009 and shall end on July 31, 2012.
2. CENTER may terminate this CSW at any time by giving thirty (30) days notice in writing to CATERER. CATERER may terminate this CSW at any time by giving sixty (60) days notice in writing to the CENTER'S Assistant Director.
3. CENTER may terminate this CSW for cause for the following:
 - a. CATERER receives three (3) business violation letters from the CENTER. CENTER will send business violation letters whenever CATERER fails to follow the accounting or invoicing requirements of this CSW; and,
 - b. CATERER receives three (3) food service violation letters from CENTER. A food service violation occurs if CATERER violates the other terms of this CSW during one (1) fiscal year of the contract.

H. MISCELLANEOUS

1. The term ("Term") of this CSW shall be three (3) years beginning on August 1, 2009, and expiring July 31, 2012. Upon the mutual consent of the CENTER and the CATERER the CSW may be extended for three (3) additional one (1) year terms. The Parties shall determine whether the CSW will be renewed no fewer than 60 days prior to the end of the Term or any renewal Term.
2. These paragraphs shall survive the expiration or termination of this CSW.
3. The place of this CSW, its situs and forum, shall be Wake County, North Carolina, and in said County and State such matters, whether sounding in contract or tort relating to validity, construction, interpretation and enforcement of this CSW shall be determined.
4. CATERER shall not use the name of CENTER, North Carolina State University, or the marks or symbols of either in any campaign of advertising or for any other commercial purpose without the written permission of an authorized official of North Carolina State University.

5. The CSW and any documents incorporated specifically by reference represent the entire CSW between the parties and suspends all prior oral or written statements or agreements.
6. This CSW may be amended only by written amendments duly executed by NC STATE and the CATERER.
7. NC STATE and its USERS are tax-exempt state agencies, and as such are required only to pay a 1% Wake County Sales Tax. All non-tax exempt USERS are subject to the required Sales Tax.
8. CATERER shall not assign its obligations under this CSW.
9. CATERER shall indemnify and hold and save harmless NC STATE, its trustees, officers, agents and employees from liability of any kind, including all claims and losses accruing or resulting to any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with this CSW, and from any and all claims and losses accruing or resulting to any person, firm or corporation that may be injured or damaged by the CATERER in the performance of this CSW and that are attributable to the negligence or intentionally tortuous acts of the CATERER provide CATERER is notified in writing within 30 days that NC STATE has knowledge of such claims. CATERER represents and warrants that it shall make no claim of any kind or nature against NC STATE'S agents who are involved in the processing of CATERER'S services to the CENTER.
10. NC STATE'S placement of CATERER on the approved caterer list neither implies nor guarantees any minimum number of catering Events at the CENTER.
11. CATERER shall conduct a ten (10) year records check on all of the CATERER'S employees who work on site at the CENTER. CATERER shall not use employees who have a Conviction for any crime involving the illegal use, carrying, or possession of a firearm; conviction of any crime involving the illegal use, possession, sale, manufacture, distribution, or transportation of a controlled substance, drug, narcotic, or alcoholic beverage; conviction of a crime involving felonious assault or an act of violence; conviction of a crime involving unlawful breaking or entering, burglary, larceny, or any offense involving moral. For purposes of this CSW, "Conviction" means and includes that entry of a plea of guilty or no contest or a verdict rendered in open court by a judge or jury. CATERER shall provide proof of records check upon request by CENTER Staff.
12. CENTER reserves the right, in its sole discretion to limit the number of franchises to one (1) franchisee, based on franchisee's experience, location and CENTER'S experience with the franchisee. CENTER further reserves the right, in its sole discretion, to limit the number of caterers that offer the same type of food.

In compliance with the foregoing Catering Statement of Work, the undersigned agree with all conditions and terms set forth for the period of the Catering Statement of Work.

CATERER: _____

ADDRESS: _____

PHONE:
Business: _____ Cell: _____ Fax: _____

CONTACT PERSON: _____

Name and Telephone Number to be placed on the list of CENTER caterers.

We will _____ will not _____ serve as an agent to procure alcoholic beverages for CENTER USERS.

Our toll free 800 number is _____
If no toll free number, we will accept collect telephone calls.

BY: _____ (SEAL)

Signature

Printed Name and Title

DATE: _____

NORTH CAROLINA STATE UNIVERSITY
JANE S. MCKIMMON CONFERENCE AND TRAINING CENTER

BY: _____

Valerie Jones
Assistant Director of Client Relations and Reservations

DATE: _____