Master Order  
Texas A&M University, College Station, Texas

This Master Order shall be effective as of **October 22, 2019** and pertains to all goods and/or services covered by Texas A&M University Aggie Buy Contract # **C20201421**

This document is **NOT** considered as an order to ship from. Individual orders and/or requests for services as a result of this Master Order shall be requested on an as needed basis.

1. **Vendor shall provide goods and/or services as designated on the detailed specifications page that follows, plus the terms and conditions as stated in Invitation-to-Bid # **TAMU-ITB-1608** and any addenda thereto, are all made a part hereof and collectively evidence and constitute Texas A&M University Aggie Buy Contract # **C20201421**

2. **Delivery Information:**

   Texas A&M University  
   Various departments  
   College Station, Texas 77843  

3. **Payment:** Advance payment may be requested in the event that the Texas A&M Department has a history of late or missed payments with the vendor. Request for advance payment must be agreed upon in advance in writing by both parties, and must be included on the official estimate/quote.

   Deposits may at times be requested by the Vendor for large catering events. Vendors’ request for deposit must be agreed upon by both parties in advance and must be included on the official estimate/quote.

4. **Term:** The term of the Master Order shall be from **October 22, 2019 through August 31, 2020**. This master order may be renewed up to three (3) additional years, one (1) year at a time, if mutually agreed to in writing by both parties. Vendor to be contacted 60 days prior to discuss renewal options.

5. **Insurance:** Vendor shall provide the Texas A&M Purchasing Agent listed below certificates of insurance as required in the specifications prior to performing work on campus.

6. **Freight Terms:** FOB Destination, Freight Prepaid and Allowed

7. **Changes:** Any changes to the Master Order must be made in writing by the Texas A&M Purchasing Agent as listed below.

8. **Tax Exemption:** The State of Texas is exempt from all Federal Excise Taxes. Texas A&M University is exempt from state and municipal sales taxes under Texas Tax Code, Chapters 151 and 321, et. seq., for all purchases made for the exclusive use of Texas A&M.

9. **The laws of the State of Texas shall govern this Master Order.**

| Buyer Name: | Cherise Toler |
| Phone: | 979-845-5887 |
| E-mail: | ctoler@tamu.edu |

By: [Signature]

Purchasing Agent for Texas A&M University
**Detailed Specifications**

**Blanket Agreement, Pool of Vendors for Catering Services**

This is not an order. It is an informational copy only. Orders/requests for services will be placed individually on an as needed basis.

Master Contract for a University Wide agreement to provide on-site and/or off-site Catering Services as per the following terms; conditions; specifications and criteria as listed below.

Pool of vendors, Master Agreement for Catering Services for Texas A&M University (TAMU) and Texas A&M University System Parts (TAMUS) located in College Station and Bryan, Texas. In addition to the extension of the pricing to Texas A&M and the A&M System parts bidders are requested to extend the pricing and all terms and conditions offered in their bid to Texas State Agencies listed as Institutions of Higher Education as defined by section 61.003, Education Code, Government code section 2155.134 and any other public of State Entities or agencies located in College Station and Bryan, Texas. In the event an award is made, the individual agencies may or may not elect to use the agreement.

The Texas A&M University System parts are as follows but not limited to:

- Texas A&M University System Offices
- Texas A&M University Health Science Center
- Texas A&M University System-Baylor College of Dentistry
- Texas A&M University – College of Law
- Texas Agri-Life Experiment Station
- Texas Agri-Life Extension Service
- Texas Animal Damage Control Service
- Texas Engineering Experiment Station
- Texas Engineering Extension Service
- Texas Forest Service
- Texas Transportation Institute
- Texas Veterinary Medical Diagnostic Lab

Texas A&M University reserves the right to determine the number of vendors qualified in the pool based on the vendor meeting the qualifications specified within the invitation to bid and the quality of responses received.

The resulting agreement shall be in effect from October 22, 2019 through August 31, 2020.

Texas A&M reserves the right to add or delete vendors from the pool of vendors during the term of the agreement as deemed necessary. A price quote will be requested by the TAMU designee prior to being added to the pool.

Quantities may vary from year to year and from order to order. Exact quantities and items will be provided at time of order placement. Orders shall be placed on an “as needed” basis by the Texas A&M using department, and shall refer to this master agreement.

The number of participants in a program and the number of programs vary. The number of meals given during the year is an estimate only and in no way constitutes a guarantee of purchase. Meals may be increased or decreased as needed.

Any unused quantities as of August 31, 2020 shall be considered cancelled.

Prices shall remain firm through time frame listed above. Show unit price on each item, as quantities may be increased or decreased, within reasonable limits. In case of errors in price extension, unit price shall govern.
Vendor Contact:
Erica Lee
info@cheftai.com

Payment:
Advance payment may be requested in the event that the Texas A&M Department has a history of late or missed payments with the vendor. Request for advance payment must be agreed upon in advance in writing by both parties, and must be included on the official estimate/quote.

Deposits may at times be requested by the Vendor for large catering events. Vendors’ request for deposit must be agreed upon by both parties in advance and must be included on the official estimate/quote.

Renewal:
Texas A&M University reserves the right to renew the awarded agreement for an additional three (3) years, one (1) year at a time, if mutually agreed upon by both parties with all terms, conditions remaining firm.

If renewal option is exercised, the vendor may increase the contract price to reflect increases in the cost of providing the listed services.

Discuss renewal 60 days before end of contract.

Cancellation:
Upon award, this agreement is subject to cancellation without penalty, either in whole or in part, if funds are not appropriated by the Texas Legislature, or otherwise not made available to the using agency.

Texas A&M University reserves the right to cancellation with thirty (30) days written notice.

Unacceptable performance by the vendor may be cause for immediate cancellation if deemed necessary by Procurement Services.

Late set-up or clean up may result in contract termination.

Non-appearance at scheduled catering event shall result in termination.

Caterer is responsible for replacing any TAMU property that was used and may have been damaged during event meal.

Caterer and caterer’s employees shall, at all times, comply with all regulations of the facilities. This shall include, but not be limited to, parking and security regulations.

Insurance:
Vendor will be required to provide proof of insurance in the amounts indicated in Attachment A prior to performing any work or delivery on campus.

The University System shall be listed as an additional insured party under each policy of insurance covering this project. The following address shall be listed as the insured party’s address information:

The Board of Regents for and on behalf of the Texas A&M University System and Texas A&M University
PO Box 30013
1477 TAMU
College Station TX 77843-3013
**PAR Requirements for Self - Performing Vendors**

The HUB Subcontracting Plan (HSP) submitted with the bid response shall become a provision of the purchase order. The vendor cannot change a subcontracting plan prior to its incorporation into the purchase order. TAC 20.14 (5). Per the Texas Administrative Code Chapter 20.14, Texas A&M requires the following:

- Vendors self-performing must submit a HUB Subcontracting Plan (HSP) Prime Contractor Progress Assessment Report (PAR) to Texas A&M University on a monthly basis. The vendor will maintain business records documenting its compliance with the approved HSP and will submit a PAR to the Texas A&M Department of Procurement Services no later than the 5th calendar day of the month until the purchase order has been paid in full. TAC 20.14 (d). All PAR's shall be sent via e-mail to the following address: hubprogram@tamu.edu. Payment requests submitted without the PAR will not be processed.
- Changes may not be made to the HSP without prior review and approval from the Texas A&M Department of Procurement Services. The vendor shall submit to the TAMU point of contact provided below a revised HSP if determined subcontracting will be necessary.

If the selected vendor subcontracts any of the work without complying with TAC 20.14 and without prior approval from the Texas A&M Department of Procurement Services, the vendor will be deemed to have breached the purchase order and be subject to any remedial actions provided by Texas Government Code, Chapter 2161, state law and TAC 20.14 (6). Texas A&M will report nonperformance relative to its purchase order to Texas Procurement and Support Services in accordance with TAC 20.105, Subchapter F relating to the Vendor Performance and Debarment Program.

Texas A&M Point of Contact:

HUB Coordinator: Cindy Gillar  
Phone: 979-845-9010  
Email: c-gillar@tamu.edu

A copy of the PAR can also be found at the following link: [http://www.window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan/](http://www.window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan/)

**Specifications:**  
Upon award, any menu changes should be made in writing and agreed upon by both parties.

Quality determination factors shall include, but are not limited to:

**Food:**  
Freshness, flavor, fat content and presentation. Ingredients shall be freshly prepared; there shall be a minimum of processed foods. Food shall be unique items not provided by wholesalers.

**Service:**  
Timeliness, presentation & professionalism. Food shall be served attractively for professional environment. Buffet area shall be kept clean and neat throughout the catering event.

Present conditions of facilities shall be based on visits to site of food preparation. Evaluation of facilities shall be subject, to but not limited to:

- The physical condition of the facility to include cleanliness of interior and exterior  
- Compliance with local health regulatory agencies regarding food preparation  
- Odors  
- Pest, insects or other problems relating to improper extermination
Any other condition that would create unsanitary conditions

Service shall be provided during any time during the day, but occasionally evening and/or weekend events may be required on an as needed basis. Exact date; and time shall be coordinated between vendor and TAMU entity.

All meals must be adequate to service adults so large adult portions are required. Luncheon size portions may not be sufficient and caterer shall plan accordingly. Running out of food is unacceptable and will not be tolerated. Meals must accommodate large appetites. Full service may be required at certain times to ensure that everyone is served.

All Meals Shall Include:
- Iced tea and water
- Soup; salad or vegetable entrée
- One starch or an additional vegetable
- Dressing, if needed
- Bread and butter
- Salt; pepper; ketchup; sugar and sugar substitute
- Dessert

Additional Requirements:
- Caterer must provide at least 17 different meal menus for regular catering meals and offer at least 6 different vegetarian meal selections.
- Catering staff should be experienced in customer service, be fluent in English, and willing to communicate with customers during serving time.
- Caterer shall not divert from the requested menu, unless prior approval has been provided by the TAMU program coordinator in advance.
- Caterer shall be able to provide flatware; china; glassware; table linens; and full-service dining with wait staff, upon request for certain meals.
- Caterer shall provide full service buffet for 10-300 people, depending on the program and program participants.
- All food shall be freshly prepared.
- Caterer shall set up buffet, with disposable tablecloths 30 minutes before service/event time.
- Caterer shall furnish all staff necessary for set up, and clean up service.
- Caterer shall clean up within 30 minutes of last meal served from buffet after the event time is over.
- Caterer shall be able to provide meals for individual participants with special dietary requirements as needed at no extra cost to TAMU.
- All food personnel shall have current health cards.
- All serving staff shall be dressed appropriately for servicing a semi-formal meal. No jeans or miniskirts shall be worn.
- Caterer shall provide all items for servicing a buffet meal, white disposable plastic (or leak proof) tablecloths; dishes; cups; cutlery; and napkins for participants. Fresh buffet table coverings shall be furnished daily for multiple day events.
- It shall be the sole responsibility of the caterer to provide adequate equipment and personnel to assure proper cleaning of the event areas used by the caterer.
- Approximately one month prior to program commencement, the caterer shall meet with the program coordinator or designee to review menus and estimated number of meals required.

Meals Shall Consist of the Following:
- Choice of beef; chicken or fish entrée
- Side (one or two depending on main entrée selected)
- Dinner salad
- Beverages
- Dessert choices

Approximate Serving Size per Portion:
- Meat: 10-12 ounces
- Casserole: shall be 4x4 squares cut from full size hotel pan #200
- Vegetables: 6 ounces
- Starch: 6 ounces
- Salad: 3 ounces
- Dressing: 1 ounce
- Bread: 2 per person; 2 ounces each
- Drinks: refills are required
- Dessert: adult portion

Various Types of Events:
- Plated meal will be formal with china; crystal and silver flatware. Catering staff shall be in formal attire i.e. black slacks/skirts; long sleeve button down white shirt; black tie
- Buffet style meal will be either informal with mock china or disposable dinnerware. Catering vendor shall provide staffing to assure that food serving area is kept clean and food kept fresh on the serving line(s)

Compliance With Food Regulations:
In providing the services, Caterer shall follow all applicable state and local statutes, codes, ordinances and regulations regarding the preparation, handling, holding, and transporting of food and beverages.

Texas A&M Contact:
Any questions or concerns regarding this bid invitation shall be directed to:

Buyer: Cherise Toler
Texas A&M University Procurement Services 979-845-5887
Email: ctoler@tamu.edu

This document is subject to any constitutional or statutory limitations upon Texas A&M University as an agency for the State of Texas.

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<th>Item</th>
<th>Description</th>
<th>Qty.</th>
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<th>Unit Price</th>
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<td>Attached Menu Items shall be offered for catering services. Pricing is subject to change. Custom menu items may also be offered. All custom or modified menu items shall be quoted and agreed upon by both vendor and TAMU department in advance.</td>
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<td>All catering event requires culinary staffs to oversee every detail of set up and food production. Chef's labor is billed at a rate of $25-$40/hour per chef (rate varies based on skill level required) including 1-2 hours of set up time prior to event.</td>
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<td>***Number of Chefs depend on guests as well as the set-up. For example, a buffet set-up for 25 guests would require 1 chef versus a plated dinner for 25 guests would be 2-3 chefs.</td>
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| 3.   | **Servers**  
Service staffs are available upon request, and are billed at a rate of $25/hour per server with a minimum of 3 hours worked, including briefing, set up, and clean up time. A travel time will also be added for the events outside of city limit.  
Formal quote and pricing shall be provided and agreed upon by both parties in advance. | 1 / 1 | EA / HR | 25.00      |           |                 |
| 4.   | **Bartenders**  
Service staffs are available upon request, and are billed at a rate of $30/hour per bartender with a minimum of 3 hours worked, including briefing, set up, and clean up time. A travel time will also be added for the events outside of city limit.  
Formal quote and pricing shall be provided and agreed upon by both parties in advance. | 1 / 1 | EA / HR | 30.00      |           |                 |
| 5.   | **Equipment Rental:**  
All rental items required for your events (such as chafing dishes, serving utensil, china, silverware, glassware, linens, table clothes, etc.) can be arranged for you at additional cost.  
Black linens are standard. For other colors, contact vendor at least one week prior for availability.  
Formal quote and pricing shall be provided and agreed upon by both parties in advance. | Varies | Varies | Varies      |           |                 |
| 6.   | **Catering Fee:**  
All caterings are subject to Catering Fee (%). This offsets the labor and administration costs, such as catering coordination fee, packing for your event, site visits, catering vehicle maintenance and so forth. The catering fee is not a gratuity  
Standard is 10%, however, it can range between 10-20%, depending on the catering. High profile catering that may require more staff than usual or anything outside of normal hours are subject to higher percentages.  
Formal quote and pricing shall be provided and agreed upon by both parties in advance. | N/A   | Percent | 10-20%     |           |                 |
| 7.   | **Gratuity**  
Formal quote and pricing shall be provided and agreed upon by both parties in advance. | N/A   | Percent | 20%        |           |                 |
upon by both parties in advance.

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<td>8.</td>
<td><strong>Delivery Fee</strong>&lt;br&gt;Delivery Fee may apply&lt;br&gt;Formal quote and pricing shall be provided and agreed upon by both parties in advance.</td>
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