This Master Order shall be effective as of **January 17, 2020** and pertains to all goods and/or services covered by Texas A&M University Aggie Buy Contract # **C20201546**

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-1808**, and any addenda thereto, are all made a part hereof and collectively evidence and constitute Texas A&M University Aggie Buy Contract # **C20201547**

2. **Delivery Information:**
   - Texas A&M University
   - Various departments

3. **Payment:** 100% Net 30, Upon receipt and acceptance of the order

4. **Term:** The term of the Master Order shall be from **January 17, 2020 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:

5. **Escalation:**
   - 9/1/20 – 8/31/21: 5 %
   - 9/1/21 – 8/31/22: 5 %
   - 9/1/22 – 8/31/23: 5 %

6. **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.

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:  
Purchasing Agent for Texas A&M University
Detailed Specifications
Master Order C20201547
Blanket Agreement, Pool of Vendors for Catering Services

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

Buyer: Cindy Gillar
Phone – 979-845-9010
E-mail – c-gillar@tamu.edu

A copy of the PAR can also be found at the following link: https://comptroller.texas.gov/purchasing/vendor/hub/forms.php

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<tr>
<th>Item #</th>
<th>Item &amp; Description</th>
<th>Qty</th>
<th>Unit</th>
<th>Unit Price</th>
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<tr>
<td></td>
<td>Master Agreement; Pool of Vendors for Offsite Catering Services as per the following terms, conditions and specifications for the period of date of award through August 31, 2020.</td>
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<td>It is requested that the awarded agreement be extended to any/all 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 or State Entities or agencies. In the event an award is made, the individual agencies may or may not elect to use the agreement.</td>
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<td>QUANTITIES: The estimated annual purchase for this pool agreement is one (1) million dollars. This is an estimate only and does not constitute a guarantee of purchase. 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 &quot;as needed&quot; basis by the Texas A&amp;M using department, and shall refer to this master agreement.</td>
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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.

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.

If applicable, indicate minimum order quantities required for placing orders.

**PAYMENT:**
Payment shall be Net 30; Upon Receipt of Service and Approved Invoice

**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 and 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. Vendor shall quote a maximum percentage increase for each extension period as follows:

- 9/1/20 – 8/31/21: _____5____%
- 9/1/21 – 8/31/22: _____5____%
- 9/1/22 – 8/31/23: _____5____%

**CANCELLATION OF BLANKET AGREEMENT:**
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; including but not limited to:

- Late set-up or clean up
- Non-appearance at scheduled catering event
- Damage to TAMU property and fails to replace said property
- Failure to adhere to state and local statutes, codes, ordinances, and regulations.

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

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

**CANCELLATION OF INDIVIDUAL EVENTS:**
Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by an act of war, hostile foreign action, nuclear explosion, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

**INSURANCE:**
All vendors will be required to provide proof of insurance in the amounts indicated in Attachment A. Upon award, Texas A&M University shall be listed as an additional insured party under each policy of insurance covering this project.
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<th>Item #</th>
<th>Item &amp; Description</th>
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<td>It shall be the responsibility of the vendor to maintain a current copy of the insurance policy during the term of the agreement with Procurement Services.</td>
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<td>Submit Insurance Certificates to:</td>
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<td>Texas A&amp;M University – Board of Regents</td>
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<td>ATTN:  Procurement Services</td>
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<td></td>
<td>PO Box 30013</td>
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<td>College Station TX 77842-3013</td>
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<td>REFERENCES:</td>
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<td>Bidders shall provide a list of three (3) references where services comparable in size and scope have been performed within the last five (5) years. Bidder shall list company name, phone number, and email for each reference. Texas A&amp;M University reserves the right to contact these references to verify bidder’s ability to perform these services. A negative reference may be grounds for disqualification of your bid.</td>
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<td>COMPLIANCE WITH FOOD REGULATIONS:</td>
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<td>In providing the services, caterer shall follow all applicable state and local statues, codes, ordinances and regulations regarding the preparation, handling, holding and transporting of food and beverages.</td>
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<td>COMPLIANCE WITH EMPLOYMENT REGULATIONS:</td>
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<td>Caterer shall comply with all federal and state requirements concerning equal opportunity and non-discrimination in employment and shall treat all employees equally without regard to their race, color, religion, creed, sex, national origin, age, disability, veteran’s status or genetic information.</td>
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<td>SPECIFICATIONS:</td>
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<td>Upon award, any menu or pricing changes should be made in writing and agreed upon by both parties. Quality determination factors shall include, but are not limited to:</td>
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<td>• 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.</td>
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<td>• SERVICE:  Timeliness, presentation &amp; professionalism. Food shall be served attractively for professional environment.</td>
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<td>• Buffet area shall be kept clean and neat throughout the catering event.</td>
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<td>• Present conditions of vendor facilities shall be based on on-site visits to food preparation areas. Evaluation of facilities shall be subject to but not limited to:</td>
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<td>• The physical condition of the facility to include cleanliness of interior and exterior</td>
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<td>• Compliance with local health regulatory agencies regarding food preparation</td>
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<td></td>
<td>• Odors</td>
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<td>• Pest, insects or other problems relating to improper extermination</td>
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<td>• Any other condition that would create unsanitary conditions</td>
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<td>Service shall be provided any time during the day, but occasionally evening and/or weekend events may be requested on an as needed basis. Exact date; and time shall be coordinated between vendor and TAMU entity.</td>
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<td>ADDITIONAL REQUIREMENTS:</td>
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<td>Caterer shall provide a variety of different meal menus for regular catering meals and offer different vegetarian meal selections.</td>
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<td>• Catering staff should be experienced in customer service, be fluent in English, and willing to communicate with customers during serving time.</td>
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<td>• Caterer shall not divert from the requested menu, unless prior approval has been provided by ordering entity in advance.</td>
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• 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 10-400 people, depending on the event.
• 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. At the conclusion of the event, caterer shall remove all trash from the event facility and leave the premises in at least as clean a condition as it was prior to the event.
• Prior to events, the selected caterer shall meet with each department contact to review menus and estimated number of meals required.
• Caterer and caterer’s employees shall, at all times, comply with all regulations of the facilities. This shall include, but not limited to, parking and security regulations.

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.

Meals shall consist of the following:
• Choice of beef, chicken or fish entree
• Side (one or two depending on main entrée selection)
• Dinner salad
• Type of bread
• Beverages
• Dessert, if requested

Approximate Serving Size per Portion:
• Meat: 10-12 ounces
• Casserole: shall be 4 x 4 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

TYPE OF EVENTS:
The following list is a sample of various events hosted on the Texas A&M campus:
• Plated meal with formal china, crystal and silver flatware. Wait staff shall be in formal attire
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<td>• Buffet style meal with either informal with mock china or disposable dinnerware. Vendor shall provide staffing to assure that food serving areas are kept clean and food kept fresh on serving line(s).</td>
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<td>1.</td>
<td>Onsite and Offsite Catering: See attached Menu</td>
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<td>Request Quote</td>
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**NOTE:**

**INQUIRIES AND INTERPRETATIONS:**
Responses to inquiries that directly affect an interpretation or change to this bid will be issued in writing by addendum (amendment) and posted to all parties recorded by TAMU as having received a copy of the bid. It is the responsibility of the vendors who download this bid from the Electronic State Business Daily (ESBD) to check the ESBD site for any addenda for this bid. All such addenda issue by TAMU prior to the time that bids are received shall be considered part of this bid. The vendor shall consider and acknowledge receipt of such in their response.

Only Texas A&M University replies, made by formal written addenda, to inquiries shall be binding. Oral and other interpretation or clarifications will be without legal effect.

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

**ADDING TO THE POOL:**
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. Texas A&M University reserves the right to add or delete vendors from the pool 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.

**ADDITIONAL UNIVERSITY SYSTEM PARTS:**
Pool of vendors, Master Agreement for Catering Services for Texas A&M University (TAMU) and Texas A&M University System Parts (TAMUS). 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 or State Entities or agencies. In the event an award is made, the individual agencies may or may not elect to use the agreement.
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The Texas A&M University 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 – Baylor College of Dentistry
- Texas A&M University Prairie View
- Tarleton State University
- Texas A&M University International
- Texas A&M University Galveston
- Texas A&M University Commerce
- Texas A&M University Corpus Christi
- Texas A&M University Kingsville
- Texas A&M University Texarkana
- Texas A&M University West
- Texas A&M University Central Texas
- Texas A&M University College of Law
- Texas Agri-Life Experiment Station
- Texas Agri-Life Extension Service
- Texas Forest Service
- Texas Transportation Institute
- Texas Veterinary Medical Diagnostic Lab