AM02 - Texas A&M University

Purchase Order

<table>
<thead>
<tr>
<th>VENDOR</th>
<th>SHIP TO</th>
</tr>
</thead>
</table>
| Vendor Number: 00049375  
Patranella's Bakery & Cafe  
106 N Parker  
Bryan, TX 778033254 | |

P.O. Date: 11/10/2016

Master Blanket Number

AM02-17-P038108

SHOW THIS NUMBER ON ALL PACKAGES, INVOICES AND SHIPPING PAPERS.

INVOICING VENDOR SHALL SUBMIT AN ITEMIZED INVOICE SHOWING PURCHASE ORDER NUMBER. IF YOUR INVOICE IS NOT PROCESSED AS INSTRUCTED, PAYMENT MAY BE DELAYED.

Payment Terms: Net 30
Shipping Terms: F.O.B., Destination
Freight Terms: Freight Allowed
Delivery Calendar Day(s) A.R.O.: 0

Please login to Buy A&M to retrieve attachments associated with the Purchase Order.
Solicitation (Bid) No.: AM02-17-B000726

<table>
<thead>
<tr>
<th>Item # 1</th>
</tr>
</thead>
<tbody>
<tr>
<td>This is NOT an order - This is for information purposes only. Orders will be placed on an as needed basis as per the terms, conditions and pricing listed here-in.</td>
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</table>

<table>
<thead>
<tr>
<th>Item # 2</th>
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| Vendor HSP Requirements  
Subcontractor Selection Notification  
Vendor shall provide a notice to all selected subcontractors (HUB's and Non-HUB's) of their selection as a subcontractor for this awarded contract. The notice must specify at minimum the contracting agency's name (Texas A&M) and it's point of contact for the contract, the purchase order number, the subcontracting opportunity they (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontractor will perform. A copy of the notice must also be sent to the Texas A&M point of contact provided below no later than ten (10) working days after the contract is awarded and the purchase order is issued.  
Progress Assessment Report  
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 (S). Per the Texas Administrative Code Chapter 20.14, Texas A&M requires the following:  
- The vendor 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 or fax 979.845.3800. 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 HSP point of contact provided below a revised HSP for each subcontracting opportunity to be modified.

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
Patty Winkler, C.P.M.
Phone - 979-845-4556
E-mail - p-winkler@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/

Subcontracting Areas:
Tables, Chairs, Linens & China - Party Time Rental - WO/F - 5%

Item # 3

Campus Wide, Master Agreement; Pool of Vendors for Onsite and Offsite Catering Services as per the following terms, conditions and specifications for the period of November 10, 2016 through August 31, 2017.

Upon award, 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 of State Entities or agencies. In the event an award is made, the individual agencies may or may not elect to use the agreement.

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.

Any unused quantities as of August 31, 2017 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.

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

Vendor Contact:
Vendor shall indicate contact person and contact information where orders are to be placed:

Name:  Loretta Patranella
Telephone Number:  979-575-7751
Fax Number  979-775-7727
Email:  patranellasbakery@yahoo.com

Payment Terms:
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, 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:

<table>
<thead>
<tr>
<th>Date Range</th>
<th>Percentage Increase</th>
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<tbody>
<tr>
<td>9/1/17 - 8/31/18</td>
<td>3%</td>
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<tr>
<td>9/1/18 - 8/31/19</td>
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<tr>
<td>9/1/19 - 8/31/20</td>
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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; 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

Insurance Requirement:

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.

Upon award, an updated COI will be required to be placed in the pool of vendors. Submit insurance certificates to the following:

Texas A&M University
Procurement Services
Attn: Jeannie Englemann
PO Box 30013
College Station TX 77842-3013

NOTE: a current certificate is on file with Procurement Services with an expiration of 8/17/17.

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.

Item # 4

Specifications:

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 vendor facilities shall be based on on-site visits to food preparation areas. 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.

Additional Requirements:

- Caterer shall provide a variety of different meal menus for regular catering meals and offer 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 ordering entity 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 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.
- 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.

Item # 5

Meals shall consist of the following:
- Choice of beef, chicken or fish entree
- Side (one or two depending on main entree 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 listed 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
- 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).

Item # 7
Class-Item 961-15

Group Meal, Beef Entrée, Plated Meal

Price per person

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Item # 8
Class-Item 961-15

Group Meal, Beef Entrée, Buffet Style Meal

Price per person
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**Item # 9**  
Class-Item 961-15  
Group Meal, Chicken Entrée, Plated Meal  
Price per person

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**Item # 10**  
Class-Item 961-15  
Group Meal, Chicken Entrée, Buffet Style Meal  
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**Item # 11**  
Class-Item 961-15  
Group Meal, Fish Entrée, Plated Meal  
Price per person

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**Item # 12**  
Class-Item 961-15  
Group Meal, Fish Entrée, Buffet Style Meal  
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<td>Item # 14</td>
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### Item # 22
**Class-Item 961-15**

**Tables, Round**  
/vendor supplies/

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### Item # 23
**Class-Item 961-15**

**Tables; Square/Rectangle**  
/vendor Supplies/

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### Item # 24
**Class-Item 961-15**

**Serving Staff Fee, if applicable**

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### Item # 25
**Class-Item 961-15**

**Set-up and Clean-up fee, if applicable**  
For formal meal with china, tables or linens
Item # 26
Class-Item 961-15

Delivery Fee, if applicable

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<tr>
<th>Quantity</th>
<th>Unit Price</th>
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<th>Discount %</th>
<th>Total Discount Amt.</th>
<th>Tax Rate</th>
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Item # 6

Cancellation Policy:
Number of days notice required: Five (5) business days Penalty, if any: 15% of quote

Additional Vendors:
Texas A&M University reserves the right to add additional vendor into the pool, once established. Each vendor will be required to complete the required invitation to bid document as well as submit a HUB Subcontracting Plan. Upon approval by Texas A&M, Procurement Services, the vendor will be placed within the pool.

See attached for various menu selections

TAX: $ 0.00
FREIGHT: $ 0.00
TOTAL: $ 410.17

ANY EXCEPTIONS TO PRICING OR DESCRIPTION CONTAINED HEREIN MUST BE APPROVED BY THE TEXAS A&M UNIVERSITY AGENCY PROCUREMENT OFFICE PRIOR TO SHIPPING.

The State of Texas is Exempt from all Federal Excise Taxes.
State and City Sales Tax Exemption Certificate: The A&M System claims an exemption from taxes under Chapter 20, Title 122A Revised Civil Statutes of Texas for purchase of tangible personal property described in this order, purchased from Vendor listed above as this property is being secured for the exclusive use of the State of Texas.

FAILURE TO DELIVER: If the Vendor fails to deliver these supplies by the promised delivery date or a reasonable time thereafter, without giving acceptable reasons for delay, or if supplies are rejected for failure to meet specifications, the State reserves the right to purchase specified supplies and equipment elsewhere, and charge the increase in price and cost of handling to the Vendor. No substitution or cancellations permitted without prior approval of The Texas A&M University System.

THE TEXAS A&M UNIVERSITY SYSTEM TERMS AND CONDITIONS APPLY.
Patranella's Bakery Catering Contract

Standard Fees:

- Delivery Fee - $50.00
- Disposables Fee ... (plates, cups, flatware, sweetener, etc.) – each meal comes with White Heavy Weight Paper Plates and to go flatware or $1.00 per person for Nice Black Plates and Heavy Weight Black Flatware
- Staffing Fee - $10.00 per server, per event hour. If event goes over 4 hours an additional $15.00 per server, per hour will be charged.

Food Options:

Meals as specified below...

Entrée $14.99

- Meat: 6-10 ounces or
- Casserole; shall be 4x4 cut from full size hotel pan #200
- Vegetables: 6 ounces
- Salad: 3 ounces
- Dressing: 1 ounce
- Bread: 3 ounces
- Drink: 10-12 ounces
- Dessert: Adult portion
Entrée Options:

- **Soup and Salad Bar** - will include; Three salad options (approx. 3 oz. per person), three soup options, 6 to 9 salad toppings (will vary), dressings, bread/crackers, dessert, tea.
- **Homemade Meatloaf** with Tomato Sauce topping
- **Beef Stew** - Slow Roasted Beef stew meat, carrots, potato, and onions
- **Arroz con Pollo** - Spanish seasoned rice with Chicken, bell pepper, onion
- **Lasagna** - Homemade with 5 layers of meat, cheeses and pasta in our traditional suga sauce
- **King Ranch Casserole** - Chicken, corn tortillas, green chilies with lots of cheese
- **Beef Stroganoff** - Ground Beef, with onions and noodles in a creamy sour cream sauce
- **Chicken Fried Steak** - Hand breaded cubed steak served with homemade cream gravy

**Spaghetti and Meatballs** - Our signature sauce, (2) meatballs, (1) boiled egg, on a bed of Spaghetti
- **Eggplant Parmesan** - Fresh eggplant sliced, breaded and baked, then layered with our traditional sauce, parmesan and mozzarella cheeses
- **Stuffed Bell Pepper** - Fresh Bell Pepper stuffed with ground beef, rice and bell peppers topped with a rich tomato sauce
- **Gumbo** - We make our own rich rouge, with shrimp, chicken and crab, served over rice
- **Fajitas** - Chicken and beef with grilled onions and peppers, tortillas, sour cream, salsa and guacamole
- **Bar B Q** - Chicken and sausage slow cooked with Sauce on the side
- **Salisbury Steak** - Ground beef patty cooked with grilled onions and mushrooms in rich brown gravy
- **Grilled Garlic Butter Tuna Steak** - Grilled tuna in a garlic butter sauce served over linguini
- **Chicken Milanese** - Freshly breaded chicken served over linguini with our homemade Alfredo Sauce
- **Baked Potato Bar** - Large Baked Potato with all the trimmings... 9 different of toppings to choose from
Sides:
Fried Broccoli  Mashed Potato  Fried Corn on Cob  Rice Pilaf  
Steamed Broccoli  Grilled mixed Vegetables  Green Beans  
Baked Beans  Potato Salad  Cole Slaw  Pasta Salad  Spanish rice  
Charro Beans  Santa Fe Salad  Broccoli Cheese Casserole  
Macaroni and Cheese  Green Bean Casserole  Fresh Green Salad  
Fruit Salad  Peas and Carrots  Roasted Garlic Potato  

Breads:
Garlic Bread, Cornbread, Flour Tortillas, Corn Tortillas  

Desserts:
Brownie, Cannoli, Aggie Pie, Pecan Bar, Lemon Brownie, Cream Puff, Banana Pudding, Sheet Cake (Chocolate, Strawberry, Vanilla), Fig Cookie, Apricot Bar, Cake Ball, Banana Pudding... Etc... other options available  

Please ask us about other dietary needs...  
Gluten Intolerant, Lactose Intolerant, Vegan, Vegetarian, Halal, Kosher/Halal  

Special Dietary Needs Meals  per person  $14.99  

*****See special meal options  these can change  

Vegetarian  
-Grilled Portabella on a bed of Linguini with Alfredo Sauce  
-Egg Plant Parmesan  
-Vegetarian Stuffed Bell Pepper  
-Strawberry, Spinach, Feta Salad with Poppy seed dressing  
Grilled Vegetables on a bed of Linguini with a garlic butter sauce  

Halal/Kosher, Halal  
Grilled Beef Steak on a bed of fresh mixed green salad with a balsamic dressing  
Grilled Tuna on a bed of rice pilaf
Boxed Lunch Items:

Sandwich or Wrap, Pickle Spear, Chips, Cookie, Drink $13.00

*** Other Options Available upon request

- **Italian Wrap** - Prosciutto, Mortadella, Genoa Salami, Pepperoni, Ham, Provolone Cheese, With a Kalamata Olive tapenade on a Large Tortilla
- **Chicken Salad Croissant** - House made with Grapes, Green Onion, Pecans, Celery on a Flaky Croissant Roll
- **Turkey Avocado Wrap** - Turkey, Avocado, Queso’ Fresco Cheese, Spinach, And Sour Cream on a Large Spinach Tortilla
- **Ham or Turkey Sandwich** - Crusty French Bread with Turkey /Ham and cheese