

TEXAS  STATE
UNIVERSITY
SAN MARCOS
The rising STAR of Texas

July 14, 2009

Dear Prospective Caterer:

You are invited to submit a proposal for the catering services list of approved caterers at Texas State University-San Marcos for a twelve month period commencing September 1, 2009.

Your attention is directed to the enclosed Listing Conditions and Information, Form of Proposal, and License for Catering Services. Both copies of the License for Catering Services need to be returned. We will return a fully executed copy for your files.

Please note that commission is due on all catered events held at Texas State regardless of whether it is a University sponsored event or not. Also, if you previously have catered on campus we have adjusted the format that we require you to invoice our clients. Please review carefully section 12.03. Also note that on the attached Listing Conditions we are requiring a Catering Guide be attached with your proposal; review section 3.e. Please review Section 7.07 pertaining to the LBJ Student Center. To be included on this year's list of Approved Caterers all contracts **must be returned By August 14, 2009.** After this date proposals will only be reviewed at the discretion of the Director of Auxiliary Services

If you have any questions concerning the submission of a proposal, contact the Office of Auxiliary Services at (512) 245-2585.

Sincerely,



John Root
Director of Auxiliary Services

Listing Conditions and Information for License for Catering Services

1. Sealed proposals for the right to be included on the Catering Services List on the campus of Texas State University-San Marcos for FY10 will be received in the Office of the Director of Auxiliary Services until 2:00 p.m., August 14, 2009, at which time they will be opened and read. After this date proposals will only be reviewed at the discretion of the Director of Auxiliary Services.

2. After tabulation and such investigation of proposals as Texas State University deems appropriate, a list will be made of those companies submitting all required information and **insurance verification** as specified in section 5 of the License for Catering Services. Texas State University reserves the right to reject any and all proposals. No company will be listed until the University is fully satisfied that the company is professionally competent and properly equipped to render a service of the desired quality.

3. It is the purpose of this invitation to obtain as complete data as possible for background information. To this end, each proposal shall include the following:
 - a. Name and address of operating company.
 - b. The duration and extent of experience in the operation of catering services. Explain in detail.
 - c. A list of the names of all the owners of the corporation, partnership, or sole proprietorship.
 - d. Certification of current insurance policies as specified in section 5 of the License for Catering Services.
 - e. Any caterers who wish to be considered for inclusion on the University's list of approved caterers must submit a detailed list of the services they provide and the cost to the user; a Catering Services Price Guide. These costs will need to be inclusive of all related costs that the caterer includes in its price to the end user. The cost must be given on per-person criteria and should include the cost of the food, commissions, delivery and any others cost associated with providing that service.
 - f. Other such information as deemed pertinent for consideration by the University including, but not limited to, types of food and non-alcoholic beverage catered and types of set-up offered.

Proposals together with all supporting documents outlined in paragraph 3 are to be addressed to the Director of Auxiliary Services, Texas State University - San Marcos, LBJ Student Center, room 3-2.50, San Marcos, TX, 78666, and clearly marked as follows:

Sealed Proposal - License for Catering Services
Open: 2:00 p.m., August 14, 2009

Proposals submitted after this date will only be reviewed at the discretion of the Director of Auxiliary Services and may be rejected.

**FORM OF PROPOSAL
FOR
CATERING SERVICES**

Proposal of _____
(Company Name)

(Street Address)

(City, State, Zip)

(Telephone Number)

Date _____

Mr. John R. Root, Jr., Director
Auxiliary Services
Texas State University-San Marcos
San Marcos, TX 78666

Dear Madam/Sir:

Having carefully examined the Listing Conditions and Information and the License for Catering Services as issued by Texas State University-San Marcos, the undersigned hereby certifies that he understands and agrees to comply fully with all the requirements and contractual obligations therein and proposes to pay the commission to Texas State University-San Marcos from sales.

Respectfully submitted,

(Company Name)

BY: _____
(Signature)

(Printed Name)

(Title)

(SEAL - if bid by a corporation)

LICENSE FOR CATERING SERVICES

This agreement is made this _____ day of _____, 2009, between Texas State University-San Marcos, called "the University" in this agreement, and _____, called the "Contractor" in this agreement.

1. Background

- 1.01 Sponsors of business meetings and social functions sometimes use University facilities for these events. At times these sponsors desire catering services for these occasions. The University is interested in maintaining a high quality of catering services at events held on its campus, and desires that these catering services operate in a clean, orderly, healthy and legal manner.
- 1.02 The University maintains a list of approved caterers authorized to cater events in its facilities. This license agreement authorizes the caterer to use University facilities when asked by the sponsor of an event, and sets forth the responsibilities of the caterer and the University in these circumstances.

2. Definitions

- 2.01 Catering services include providing food and non-alcoholic beverages at social, business, and professional functions held on the University campus, such as parties, teas, coffees, receptions, and dinners. It also includes any delivered consumable goods that could reasonably be considered a meal or reception regardless of whether the caterer is serving or simply delivering the product to a point on campus.
- 2.02 Policies for the sale, service and consumption of alcoholic beverages at events held on campus will remain subject to UPPS 05.03.03, Alcoholic Beverage Policy and Procedure.
- 2.03 Non-alcoholic beverages served by a caterer are required under an agreement between the University and Coca-Cola Company to be Coca-Cola products at any location on the University campus in which a catered event is held. Non-alcoholic beverages which are exempt from this condition are as follows:

- Branded or unbranded freshly brewed coffees
- Unbranded freshly brewed teas
- Branded or unbranded herbal tea sold in a bag and made by the consumer
- Milk, flavored milk
- Beer (non-alcoholic)
- Tap water
- Juice squeezed fresh on the premises, juice drinks made fresh on the premises
- Hot chocolate
- Smoothies
- Yogurt based drinks

Margarita, pina colada, bloody mary and similar alcoholic drink mixes
Club soda, tomato or V-8 Vegetable Juice

- 2.04 Catering services do not include any function at which the caterer handles cash sales to participants.
- 2.05 The University may review requests to provide catering services in order to determine compliance with this license agreement.

3. Grant of License

- 3.01 The University grants the Contractor a non-exclusive license to provide catering services at social, business, and professional events held on the University campus, under the terms of this agreement.

4. Term

- 4.01 This agreement shall begin on the _____ day of _____, 2009, and shall continue through August 31, 2010, unless sooner terminated as provided in this agreement.

5. Insurance and Indemnity

- 5.01 The Contractor will furnish and maintain in force during the term of this agreement the following insurance:
 - a. Public liability insurance in Contractor's name, naming the University as an additional insured, in the minimum amount of \$125,000 for each person and \$250,000 for each single occurrence for bodily injury or death, and \$50,000 for each single occurrence for injury to or destruction of property.
 - b. The Contractor will furnish the University's Director of Auxiliary Services certificates evidencing the existence of this insurance.
- 5.02 The Contractor agrees to indemnify and hold the University harmless from all claims arising out of Contractor's services pursuant to this letter.

6. Costs of Operation

- 6.01 The Contractor will provide, at its expense, the following:
 - a. Food and beverage to be served;
 - b. The management, personnel, and labor to be used by the Contractor to meet its obligations under this agreement, and the salaries and fringe benefits due its employees;
 - c. Linens, dishes, utensils, and uniforms for its personnel to satisfactorily perform Contractor's duties under this agreement;
 - d. Custodial services and supplies;
 - e. Collection, disposal and removal of garbage and trash from the

- f. University premises immediately upon termination of the function;
- f. Licenses and permits which may be required by federal, state, county or city government for Contractor to perform its services under this agreement;
- g. Payment of sales and other taxes on monies collected by Contractor;
- h. Cost to repair or replace the University's plumbing, electrical fixtures, and other property damaged by Contractor's negligence.

6.02 The University will provide, at its expense, the following:

- a. Water, gas and electrical utilities for Contractor's operations; and
- b. The facility on the University's campus at which the event is held.

7. Facilities

- 7.01 The University is not required to furnish the Contractor any equipment, nor make any physical alterations of its facilities or equipment.
- 7.02 The University does not guarantee an uninterrupted supply of water, gas or electrical current, nor does the University guarantee uninterrupted service in providing any utilities. The University shall not be liable to the Contractor or to others for any loss, damage, cost or expense which may result from the interruption or failure of any utility service.
- 7.03 The University will make any repairs to or clean-up the premises caused by the negligence or failure to provide services as identified in Section 6.01 (d, e, and h) and Section 9.01 of this agreement of the Contractor or its employees and will bill the Contractor. The Contractor will promptly pay this bill.
- 7.04 The Contractor shall not sublease or assign this contract or any portion of the University's facilities.
- 7.05 The University's regular food service contractor has exclusive use of certain facilities. Contractor may not use the following locations or any other location used exclusively by the University's regular food service contractor:
- | | |
|-------------------------------------------|---------------------------------|
| Commons Cafeteria | Jones Diner |
| The Den | LBJ Food Court and all kitchens |
| Harris Cafeteria | University Club |
| Lyndon's-LBJ Student Center | Aquarena Conference Center |
| J. C. Kellam Lounge-5 th Floor | |
| J. C. Kellam 11th Floor (Reed Parr room) | |
- 7.06 The Contractor is required to comply with all specific policies and operating procedures of the facility in which the contractor is providing catering services.
- 7.07 Any event held in the LBJ Student Center will require the caterer to provide a copy of the event contract to the Auxiliary Services Office, LBJSC 3-2.50, the day of the event.

8. Personnel

- 8.01 The University is not bound by any labor union contract affecting contractor's employees.
- 8.02 Contractor will not illegally discriminate against any person on any basis prohibited by law. The Contractor will provide the University written assurance of its intent to comply with this provision.
- 8.03 The Contractor will have its employees assigned to duty on the University's campus submit to periodic health examinations at least as frequently required by law. Contractor shall, upon request, submit to the University satisfactory evidence of compliance with all health regulations.

9. Cleanliness and Sanitation

- 9.01 The Contractor will keep all of the premises under its control, and all furniture, fixtures and equipment therein, in a clean and sanitary condition and will promptly replace all loss and breakage, and at the expiration of each event surrender the same to the University in as good condition as the facilities and equipment were in at the beginning of the event, reasonable wear and tear and loss and damage by act of God excepted.
- 9.02 The University may inspect the facilities and equipment under Contractor's control with respect to the quality and quantity of food and beverages served, the method of service, and generally with respect to safety, sanitation and the maintenance of the premises, all of which will be maintained in a manner satisfactory to the University. The University has the right to make reasonable regulations with regard to all of these matters, and the Contractor agrees to comply with those regulations.
- 9.03 Contractor will adhere to all University, federal, state, county, and city health and sanitation regulations.

10. Records

- 10.01 The University's representative and representatives of the State Auditor will have access during normal business hours to the Contractor's financial records insofar as they apply to Contractor's duties under this license. Contractor will maintain these records for at least three years.

11. Termination of Agreement

- 11.01 If the Contractor fails to maintain the insurance required by this agreement the University shall have the right to terminate this agreement immediately and without notice.
- 11.02 If the Contractor fails to carry out any of the other terms and conditions of this agreement, or to comply with any regulations adopted by the University, then the University may notify the Contractor of such failure or default and demand that it be remedied within ten days. If the Contractor fails to remedy the problem within ten days, the University may cancel this agreement without further notice.

12. Fiscal Arrangements

- 12.01 A Notification of Catered Event form, as shown in Attachment I, will be **submitted prior** to each event to assure that commission is remitted by the Contractor when due under the provisions of 12.03. The Contractor is responsible for submission of this form to the Director of Auxiliary Services, Room 3-2.50, LBJ Student Center, prior to each catered event held on the University campus.
- 12.02 The Contractor agrees to **pay the University 12.75%** of its gross receipts from persons or entities sponsoring events in all University facilities. The Contractor's payments must be made to the University's Director of Auxiliary Services, Room 3-2.50, LBJ Student Center, not later than 2:00 p.m. 30 days after the date on which the event was held. The payments must be accompanied by the corresponding invoice for that event. **Failure to comply with this deadline could result in the termination of your catering rights. _____(Initial)**

12.03 As used in this agreement, the term "gross receipts" means the overall total amount Contractor receives from its services, except sales tax. The Contractor is responsible for ensuring that it is quoting a price per person that includes the commission due the University. Additionally, any delivery, catering or other administrative cost, must be included in the per person quote given to the client. The invoice that is presented to the University department must include all charges in a total sum that is then computed to a price per person. Any invoices that breakout line item charges for commissions, delivery, set-up, etc. will be considered a violation of this contract and could result in the termination of this agreement

13. Choice of Law and Venue

13.01 The agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hays County, Texas. SIGNED and DATED the day and year first above written.

Texas State University-San Marcos

William A. Nance, Vice President
Finance and Support Services

Contractor

Authorized Agent

Auxiliary Services
Texas State University-SanMarcos
LBJ Student Center 3-2.50
601 University Drive
San Marcos, TX 78666

NOTIFICATION OF CATERED EVENT

Caterer's Name and Phone:

Event _____

Date _____ Time _____

Location _____

Service () Breakfast () Lunch () Dinner () Reception

Texas State University-San Marcos – Department, Contact Person and Phone:

Per section 12.02 of the License for Catering Services, "The Contractor agrees to pay the University 12.75% in all university facilities of its gross receipts from persons or entities sponsoring events in the University's facilities." **This payment is due no later than thirty (30) days after the date of the event.**

A copy of the contractor's invoice must be submitted to Auxiliary Services with payment of commission. Failure to provide a written receipt and payment within thirty (30) days of event could result in the termination of your catering agreement.

Contractor

Date

Director of Auxiliary Services

Date