

**University of Florida
Business Services
Catering Services Agreement**

This Agreement (the "Agreement") is hereby entered into between the University of Florida Board of Trustees ("University") and _____ ("Caterer"), authorized to conduct business in the State of Florida.
This Agreement commences on _____ and will continue until December 31, 2025 (the "Term").

SECTION A-GENERAL

A.1 Statement of Objectives

University desires to:

- i. Provide its departments with an effective process for obtaining Catering Services to be provided in University Facilities and/or paid for with University funds (including University Concession Fund, University of Florida Foundation, University Athletic Association, UF Health Shands Hospital, UF Scripps Institute and state appropriation funds).
- ii. Provide an open and fair process with clear guidelines for Caterers to present themselves eligible and available to provide Catering Services as requested.
- iii. Ensure compliance with: (a) University rules and regulations including regulations governing food service, service of alcohol, and related areas; (b) University's existing agreements including the campus-wide food services agreement and exclusive beverage/pouring rights agreement; and (c) University expectations and guidelines for sustainability, including policies and guidelines for waste, recycling, composting, and styrofoam-free events.

A.2 Definitions

- i. "Approved Caterer" means a caterer approved by the Vice President of Business Affairs (or designee), as evidenced by a fully executed Catering Services Agreement, and compliance with specifications and guidelines as set forth therein.
- ii. "Catering Services" refers to those services associated with the provision and/or service of food (including alcoholic beverages when applicable) as requested at University Facilities, including product that is dropped off. Services provided at a venue that is not a University Facility, are not covered under this Agreement.
- iii. "University Facilities" means all University of Florida (UF) facilities/buildings in the Florida counties of Alachua and Duval, and other facilities owned, leased, occupied or operated by UF including the Research and Academic Center at Lake Nona, Whitney Laboratory for Marine Bioscience at Marineland, UF Scripps Institute, and the Clay County Extension Office. The aforementioned facilities include, but are not limited to, facilities/buildings of main campus, the University Athletic Association, the Cultural Plaza including Harn Museum of Art and Florida Museum of Natural History, East Campus, Human Resource Services, the Health Science Center, Flavet Field, Lake Wauburg, Emerson Hall, Innovation Hub, UF Health Springhill, and UF Health Shands Hospital.

SECTION B-CATERER ELIGIBILITY

To be eligible for Approved Caterer status, Caterer must be in compliance with the following stipulations at all times:

B.1 Supplier Registration

Caterer shall be duly registered with UF Procurement Services as a Supplier and possess a UF Vendor ID. More information regarding this process can be found at <https://procurement.ufl.edu/vendors/>.

B.2 Licenses

- i. Business License -Caterer shall provide University with a copy of its current State of Florida Business License for Food Services.
- ii. If Caterer is to provide alcoholic beverages, Caterer shall provide University a copy of its current State of Florida Caterer License for Beer, Wine, and Liquor Consumption on Premises (Series 13CT or QUOTA 4COP). Caterer shall comply with applicable laws and regulations including applicable University regulations.

B.3 Insurance Requirements

- i. Caterer shall, at its own expense, obtain and maintain without interruption during the Term of this Agreement, insurance of the following types, coverages, and limits:
 - a. Commercial General Liability Insurance with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate including bodily injury, death, and property damage and completed operations and advertising liability, which policy shall include contractual liability coverage insuring the activities of Caterer under this Agreement.
 - b. Worker's Compensation Insurance - If Caterer will have any employees providing services to University, Caterer shall provide Workers' Compensation Insurance covering its employees in compliance with Florida State law and shall provide a certificate of insurance to University evidencing such coverage within 30 days of execution of this Agreement.
 - c. Automobile Liability Insurance on all vehicles (owned and non-owned) used to fulfill responsibilities of this Agreement covering bodily injury and property damage in the amount of at least \$500,000 in combined coverage per occurrence.
 - d. If Caterer is to provide alcoholic beverages, Liquor Liability Insurance with liability limits of at least \$1,000,000 per occurrence for bodily injury, death, and property damage and completed Operations, which policy shall include contractual liability coverage insuring the activities of Caterer under this Agreement.
- ii. Additional Insured - The Commercial General Liability and the Automobile Liability policies required hereunder must name the "University of Florida Board of Trustees" as additional insured, and each certificate evidencing such coverage must reflect the University's additional insured status.
- iii. Waiver of Subrogation - Except where prohibited by law, Caterer shall require its insurer to waive all rights of subrogation against University insurers and University.
- iv. All insurance policies required hereunder shall be issued by a Company or companies lawfully authorized to do business in the State of Florida, and with an A.M. Best Rating of no less than A, XV. All insurance policies shall be issued and countersigned by duly authorized representatives of such companies and shall be written on ISO standard forms or equivalents. The insurance policies shall require that the insurer will provide at least 30 (thirty) days written notice to University if a policy is to be cancelled or the coverage thereunder reduced or modified in any way before the expiration date thereof.

B.4 Documentation

Caterer shall provide University with insurance certificates and other relevant documentation evidencing the required insurance coverages and licenses. Caterer shall notify University immediately in writing in the event of cancellation or material change in any required insurance policy or license. Up-to-date documentation shall be provided by Caterer through the Caterer Self Service Portal at <https://www.bsd.ufl.edu/cateringselfservice> or by other means as directed by University. Caterer may lose Approved Caterer status immediately upon termination of any required license or insurance policy.

SECTION C - CATERER GENERAL REQUIREMENTS

C.1 Caterer Performance

Caterer shall provide Catering Services (a) in accordance with the terms and conditions set forth in this Agreement and the executed Catering Proposal/Statement of Work (if applicable) as agreed between Caterer and requesting University department; (b) using personnel of required skill, experience, and qualifications; (c) in a timely and professional manner; (d) in accordance with generally accepted industry standards for catering services; and (e) to the satisfaction of University.

C.2 Pricing

Pricing shall be competitive with other caterers providing similar services. Pricing must not exceed Caterer's published catering services pricing available to the general public. Charges or fees other than those designated as tips or gratuities shall not be for the benefit of employees and shall not be distributed to employees except where expressly stated otherwise in writing and agreed to by University.

C.3 Catering Proposal/Statement of Work

- i. Caterer shall provide the University requesting department with a written Catering Proposal/Statement of Work or other similar written confirmation for each catering order. A Catering Proposal/Statement of Work shall be deemed accepted and incorporated as part of this Agreement only if signed by Caterer and the authorized representative of University's requesting department.
- ii. Event Schedule – Caterer may accept "Regular" orders up to seventy-two (72) hours prior to time of event. Orders placed less than 72 hours prior to event may be considered "Rush" and subject to approval by Caterer. Subject to Caterer's discretion, an additional fee may be assessed by Caterer for "Rush" order. However, the fee shall be communicated to the University department representative in writing at time of order.
- iii. Final Guest-Count – The University requesting department shall provide a final guest-count to Caterer no later than seventy-two (72) hours prior to the scheduled event.
- iv. A reasonable cancellation/change fee may be assessed for orders cancelled/changed less than 72 hours prior to time of the event.
- v. Miscellaneous Charges or Fees – All miscellaneous charges or fees shall be fully disclosed in advance in estimates provided to University clients.

C.4 Sustainability

Caterer shall comply with University policies regarding waste, recycling, composting, and styrofoam-free events (policies can be found on University website www.bsd.ufl.edu/catering).

C.5 Exclusivity Agreements

Existing agreements at the University and UF Shands Hospital provide for exclusivity in the sale, service, and distribution of food and beverages on University's campus (see Exhibit A). Caterer acknowledges and agrees to comply with University's existing exclusivity agreements in providing services under this Agreement, including agreement to serve exclusively Pepsi products as defined by the "Definition of Beverages" in Exhibit A(A.2).

C.6 Invoice and Payment

- i. Caterer shall submit invoices for compensation for Catering Services provided under this Agreement in detail sufficient for a proper pre- and post-audit. Invoices shall also indicate the event and/or delivery address. Caterer understands and agrees to abide by this stated invoicing process and will not solicit or require other forms of payment for catering services including payment via credit card, University payment card, or cash. Caterer understands that University rules prohibit the use of University payment cards for purchase of food.
- ii. Invoices shall contain either a University purchase order number or the 8-digit department ID number of the University department billed (see Exhibit 8).
- iii. Caterer is responsible for any taxes due under this Agreement.
- iv. Invoices for payment should be submitted to University via:

Email: email a .pdf or .tif file to UFL.invoice@trustflows.com. The file must be attached to email and not embedded within. There may be multiple files per email, but each file should only contain one invoice.

o

Mail:
University of Florida
Attn: Accounts Payable
PO Box 3357 Scranton,
PA 18505

or

Fax:
1-570-496-5411

C.7 Subcontracts

If Caterer proposes to subcontract any portion of this Agreement, subcontractor must be approved in advance in writing by the Vice President of Business Affairs (or designee). Subcontractor must meet the same standards as Caterer and must adhere to all applicable requirements of this Agreement. Caterer shall be responsible for all actions of subcontractor performed under this Agreement.

C.8 Indemnification

Caterer shall indemnify, defend, and hold harmless University, the University of Florida Board of Trustees, the Florida Board of Governors, the State of Florida and their respective officers, agents, and employees from any and all claims, demands, suits, actions, proceedings, loss, cost, interest, award penalties, fines, damages or expenses of any kind and description, including attorneys' fees and/or litigation expenses, and/or any claim of a third party arising, out of or occurring in connection with Caterer's negligence, willful misconduct, or breach of this Agreement.

C.9 Assumption of Risk and Responsibility

Caterer hereby assumes any and all risk of personal injury and property damage attributable to its willful or negligent acts or omissions and the willful or negligent acts or omissions of its officers, employees, and agents. Caterer also assumes such risk with respect to the willful or negligent acts or omissions of its subcontractors or persons otherwise acting or engaged to act on behalf of Caterer in furtherance of Caterer fulfilling its obligations under this Agreement. Caterer acknowledges and agrees that Caterer is cognizant of all inherent dangers and risks involved in providing Catering Services, including but not limited to bodily injury.

C.10 Independent Contractor

Caterer is an independent contractor, and neither Caterer nor Caterer's employees, agents, or other representatives shall be considered University employees or agents. It is understood and agreed by the Parties that nothing contained in this Agreement shall be construed to create a joint venture, partnership, association, or other affiliation or similar relationship between the Parties, it being specifically agreed that the relationship is and shall remain that of independent Parties to a contractual relationship as set forth in this Agreement. Caterer agrees to perform and discharge all obligations as an independent contractor under any and all laws, whether existing or in the future, that pertain in any way to Catering Services.

C.11 Confidentiality of Information

If Caterer has access to any confidential or proprietary information of University ("Confidential Information"), Caterer shall keep such information confidential. This provision shall survive termination of this Agreement.

C.12 Force Majeure

"Event of Force Majeure" means any strike (except those involving the employees or agents of the party seeking protection of this clause), lockout, labor dispute, embargo, flood, earthquake, storm, dust storm, lightning, fire, epidemic, act of God, war, national emergency, civil disturbance or disobedience, riot, sabotage, terrorism, restraint by governmental order or any other occurrence beyond the reasonable control of the party in question that may affect performance of services under this Agreement. Caterer shall give prompt notice to University of an actual or potential labor dispute, or other event which may affect performance under this Agreement.

C.13 Advertising

Caterer shall not use University name, trademarks, logos, or marks without University's prior written approval, including any type of advertising of its Approved Caterer status. Caterer must adhere to University of Florida Rule 6CI-4.006 and 6CI.2.003, and revisions thereof (regulations.ufl.edu). Soliciting business at University via telephone calls, mailings, flyers and/or similar means, are violations of University rules and Caterers who violate the solicitation policy may have their catering privileges revoked.

C.14 Record Keeping- Caterer agrees to retain all records relating to this Agreement during, and for a period of 3 (three) years after the term of this Agreement, and to make those records available at all reasonable times for inspection and audit by University and/or State of Florida Auditor General. In connection with an inspection or audit, the records shall be provided at the University's Gainesville campus or other location designated by University upon reasonable notice to Caterer.

C.15 Unauthorized Aliens

Employment of unauthorized aliens is considered a violation of federal law (8 U.S. Code § 1324a. If Caterer knowingly employs an unauthorized alien, such violation will be cause for University's unilateral cancellation of any existing catering agreements and immediate termination of Approved Caterer status.

C.16 State Vendor Lists

Caterer represents that neither it nor its affiliates is currently on, and for the past 36 months has not been on, the State of Florida's discriminatory vendor list (F.S. 287.134) or convicted vendor list (F.S. 287.133).

C.17 Conflict of Interest

Caterer must disclose the name(s) of any officer, director, or agent who is also an employee of the University. Further, Caterer must disclose the name of any University employee who owns, directly or indirectly, an interest of five percent (5%) or more in Caterer's business.

SECTION D- CATERING EVENT REQUIREMENTS

D.1 Health and Safety

Caterer agrees to follow all Florida State Department of Health and Alachua County Health Department food preparation regulations and other applicable laws and regulations, including but not limited to the following: (a) All food must be prepared in a Health Department approved facility; (b) Caterer must have the proper equipment to hold and transport food at a safe temperature, complying with applicable state and county health regulations; (c) Caterer may not utilize University kitchen or food preparation facilities.

D.2 Venue Security

Caterer agrees that no Caterer personnel will be allowed in any University venue unless a University representative is present. Caterer agrees that arrival and departure from venue will occur at times stipulated by the Statement of Work unless otherwise authorized by the venue manager.

D.3 Employee Name Tag

All Caterer employees shall be required to wear a name tag showing employee name and name of Caterer when working event in University facility.

D.4 Venue Restrictions

Various venue restrictions may exist for Catering Services, such as limitations on where food or drinks may be allowed, additional insurance requirements, clean-up expectations, and/or employee background screening. See Exhibit C and/or online at www.bsd.ufl.edu/catering for a list of venue restrictions.

D.5 Smoking and Alcohol Policies

Caterer agrees to abide by University regulations prohibiting smoking and consumption of alcohol by employees on all University property.

D.6 Recording of Events

Caterer agrees that audio or video recording of the event by Caterer's employees, assigns, or any other individual affiliated with Caterer, shall be prohibited without the prior written consent of the parties to the Agreement. University reserves the right to record the event for archival purposes only and not for sale or commercial use.

D.7 Parking

Caterer must follow University guidelines regarding parking including loading zones, time limits, and purchasing of vendor parking permits for delivery vehicles and employee vehicles (www.parking.ufl.edu).

D.8 Fire Safety

Caterer is not permitted to have an open flame nor open flame devices within University buildings unless the building or area is specifically designed for such devices or written permission has been granted by UF Environmental Health and Safety (www.ehs.ufl.edu/programs/fire/openflame/).

D.9 Incident Reporting

Caterer must report any claim of food borne illness arising from Catering Services under this Agreement immediately

to University's Department of Environmental Health and Safety [(352)392-1591]. Caterer must notify the University Police Department [(352)392-1111] of property damage, vehicle accident, theft, or safety hazard immediately upon discovery and advise UF Business Services in writing (catering@bsd.ufl.edu) within 24 hours of the incident.

SECTION E- UNIVERSITY OBLIGATIONS

E.1 Payment

University's performance and obligation to pay under the Agreement is contingent upon the State of Florida Legislature's annual appropriation and/or the allocation of funds through contractor or grant programs. University will make payment in accordance with UF Regulation 3.022.

E.2 Dissemination of Information

University will disseminate information to University event planners and campus departments to facilitate awareness of Catering Services Program including catering guidelines and the list of Approved Caterers. Approved Caterers are listed on University's web site at www.bsd.ufl.edu/catering.

E.3 Review and Renewal

- i. University reserves the right to cancel the Agreement and revoke Caterer's Approved Caterer status at its sole discretion and without cause.
- ii. University reserves the right to review Caterer's performance as part of the renewal process.

E.4 Caterer Trademarks

University acknowledges and agrees that University has not, by reason of this Agreement or otherwise, acquired any right, title, interest or claim of ownership to Caterer's trademarks. University shall use Caterer's trademarks in advertising only as mutually agreed by Caterer.

SECTION F- GENERAL PROVISIONS

F.1 Notices

Notices, consents, approvals, and other communications (collectively, "Notices") which may be or are required to be given by either Party shall be properly given only if made in one of the following manners: (a) in writing and sent to address of appropriate Party, as applicable, as set forth in Exhibit D, as the same is modified in accordance herewith; (b) by hand delivery; (c) by U.S. Certified Mail (Return Receipt Requested); (d) by recognized delivery service; or (e) by e-mail. Either Party may change its address for Notices by providing written notice to the other Party in accordance with this provision. Telephone and facsimile numbers are listed for convenience only.

F.2 Tax Exempt Status

The University of Florida, an agency of the State of Florida, is exempt from State of Florida Sales Tax and Federal Excise Tax (Tax Exempt Certificate# 59-6002052).

F.3 Unilateral Termination

This Agreement may be unilaterally terminated by University for any reason by providing written notice to Caterer. University shall be liable for payment for only those services rendered and accepted by University prior to date of termination.

F.4 Prohibited Provisions

Caterer agrees that any stipulation(s) or agreements regarding the following shall be prohibited: (a) arbitration or mediation; (b) restrictions on the hiring of Caterer's employees; (c) grants of exclusivity to Caterer; (d) indemnification or hold harmless of Caterer by University; (e) payment of Caterer's attorneys' fees by University.

F.5 Sovereign Immunity

University, as a public entity, is protected by sovereign immunity from tort liability, subject to a limited statutory waiver.

F.6 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida and the rules and regulations of the Florida Board of Governors and the University of Florida. University and Caterer shall

have all remedies afforded each by said law. The venue in any action or litigation initiated to enforce this Agreement shall be in Alachua County, Florida. This Agreement shall not be construed or interpreted as (a) denying to either Party any remedy or defense available to such Party under the laws of the State of Florida; (b) the consent of University or the State of Florida or their agents and agencies to be sued, or (c) a waiver of either University's or the State of Florida's sovereign immunity beyond the limited waiver provided in section 768.28, Florida Statutes.

F.7 Public Records

This Agreement is subject to the Public Records Law of the State of Florida, Chapter 119, Florida Statutes. Caterer agrees and acknowledges that any documents, emails, correspondence, or other records, in any medium, created, kept, or obtained by University, or furnished by Caterer to University, in connection with this Agreement or the services contemplated herein, are public records subject to inspection and copying by members of the public pursuant to Florida law, unless otherwise deemed confidential and/or exempt. For avoidance of doubt, Caterer is not subject to Chapter 119, Florida Statutes, under this Agreement.

If Caterer has questions regarding the application of Chapter 119, Florida Statutes, relative to Caterer's duty to provide public records relating to this Agreement, contact University Relations at:

Telephone: (352) 846-3903
Email: PR-Request@ufl.edu
Mail: University Relations
P.O. Box 113156
Gainesville, FL 32611-3156

F.8 Exhibits

The exhibits attached hereto and referred to herein are by such attachment and reference made a part of this Agreement for all purposes.

F.9 Entire Agreement

This Agreement (including all exhibits and addenda attached hereto) constitutes the entire understanding and agreement between the parties hereto and supersedes any and all prior or contemporaneous agreements, whether written or oral, with respect to the subject matter hereof. No covenants, agreements, terms, provisions, undertakings, statements, representations or warranties, or any part thereof, whether written or oral, made, or executed by any party hereto or any employee or agent thereof, with regard to Catering Services, shall be binding upon any party hereto unless specifically set forth in this Agreement or in subsequent amendments executed by University and Caterer.

IN WITNESS WHEREOF, the Parties have caused their duly authorized representative to execute and deliver this Agreement effective as of the date first above written.

UNIVERSITY OF FLORIDA BOARD OF TRUSTEES

By: _____

Brandi Renton, Vice President

Business Affairs

Date: _____

CATERER

By: _____

Name: _____

Title: _____

Date: _____

Exhibit A

A.1

Exclusive Catering Locations University Food Services Agreement

The Contract for Services between the University of Florida and Compass Group USA, Inc., by and through its Chartwells Division ("Contractor") gives Contractor exclusive rights for the sale and service of food and drinks, exclusive of vending machine sales, and for the sale of such products usually sold in cafeterias, restaurants, snack bars, convenience stores, and catering in certain university buildings as listed below:

Food Hall at Gator Corner
The Eatery at Broward Hall

Reitz Union and associated grounds
Racquet Club

This list is subject to change. Current listing is available at University's website <http://www.bsd.ufl.edu/catering>

In addition, UF Regulation 4.006 P7 states:

Except as provided above or in University Regulation 2.020, sale items in direct competition with contract vendors or University budgetary units shall not be sold on campus without special approval by the Office of the Vice President for Business Affairs and would be made only in unusual cases in which it is determined that the overall benefit to the University justifies the exception.

A.2

Beverage and Pouring Rights Agreement

The University's Beverage and Pouring Rights Agreement (Pepsi Pouring Rights) provides for exclusive distribution and sales of Beverages included in the Pepsi portfolio of products.

Section 11.A.6 Catered Event - "Pepsi shall have the exclusive right to provide Pepsi beverage products to campus catering events."

Definition of "Beverages" - "Beverage" means all carbonated and non-carbonated, non-alcoholic drinks, including but not limited to (i) colas and other flavored carbonated drinks; (ii) fruit juice, fruit juice containing, and fruit flavored drinks; (iii) chilled coffee drinks; (iv) chilled tea products; (v) isotonic; (vi) bottled or canned water whether carbonated or still (spring, mineral or purified); (vii) new age/healthy beverages, e.g. SoBe; (viii) energy drinks, e.g., Amp, Rockstar; and (ix) Value Added Protein Drinks. Notwithstanding the foregoing provision, "Beverage" shall not include dairy based beverages that have greater than 50% milk content; tomato juice; Yoo-Hoo brand beverages (regular, strawberry and double fudge flavors only); Slim Fast brand beverages; freshly brewed hot coffee and freshly-brewed hot tea beverages; freshly made lemonade and smoothie beverages; freshly brewed flavored and unflavored iced teas and coffees; and Frosties.

Exhibit B



October 13, 2022

Dear Valued Supplier:

The University of Florida's email address for receiving supplier invoices has been updated to **UFL.invoices@trustflowds.com**. Effective immediately, please send invoices in PDF or TIF file format to the updated email address.

Also, to ensure timely submission of payment to you, it is **imperative** that invoices submitted for payment are done so via one of the proper methods noted below.

Email: UFL.invoices@trustflowds.com
.pdf or .tif format to our updated email address:
Files should not be larger than 8MB

Mail to: University of Florida
Attn: Accounts Payable
PO Box 3357
Scranton, PA 18505

Please update your records and we thank you for your attention to this matter.

All invoices must contain a University of Florida 10-Digit Purchase Order number or the 8-Digit Department ID of the department purchasing the goods or services in the following format:

Department ID: XXXXXXXX

Purchase Order: XXXXXXXXXXXX

Exhibit C

Restricted Venues

The following venues may place additional restrictions, requirements or limitations for catered events. Please confirm with the venue manager for details and specific requirements for each Venue. This list is subject to change. Current listing is available at the website <http://www.bsd.ufl.edu/catering>.

Harn Museum of Art

Taylor Li, Event & Facility Rental Coordinator, qinfei.li@harn.ufl.edu Telephone (352) 294-7079

University of Florida Foundation (Emerson Hall)

Travis Hurst, Facilities Events Management, thurst@uff.ufl.edu Telephone (352) 846-2324

Straughn Conference Center (IFAS)

Straughn IFAS Extension Center, Venue Manager, straughn@ifas.ufl.edu Telephone (352) 294-2915

Florida Museum of Natural History:

Melissa Shields, Rentals Coordinator, mshields@floridamuseum.ufl.edu Telephone (352) 273-2045

Baby Gator {2 locations):

Stacy Ellis, Director, smellis@ufl.edu Telephone (352) 294-2241

P.K. Yonge Developmental Research School:

Amy Neal, Office Manager, aneal@pky.ufl.edu Telephone (352) 392-1554 x294

Earl and Christy Powell House, Dasburg House, and President's Suite at Ben Hill Griffin Stadium

Office of the President, president@ufl.edu Telephone (352) 392-1311

Exhibit D

Notices

If to University:

Vice President for Business Affairs Business Services

University of Florida

P.O. Box 112450

Gainesville, FL 32611-2450 catering@bsd.ufl.edu

If to Caterer:

Company name_____

DBA _____

Name of Signee_____

Mailing Address_____

Telephone Number_____

Email Type text here_____