



**This Food Services Provider Agreement (“Agreement”) is entered into by and between:**

College of Southern Maryland

*and*

Attn: Marcy Gannon, Executive Director, Auxiliary Services

PO Box 910

8730 Mitchell Road

La Plata, MD 20646

(Hereinafter: “CSM”)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_

E-Mail: \_\_\_\_\_

(Hereinafter: “FSP”)

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**RECITALS:**

Whereas, College of Southern Maryland (CSM) desires to establish agreements with qualified and capable Food Services Providers (FSP) to provide food services to internal and external users who host events on the La Plata, Prince Frederick, Leonardtown, and Regional Hughesville Campuses and Velocity Center; and

Whereas, FSP affirms their capability and agrees to meet the requirements outlined in this Agreement; and

Whereas, this Agreement covers the relationship between FSP and CSM, and in no way constitutes a guarantee of purchase of goods and services, as FSP will enter into separate subsequent agreements for specific events;

Now, therefore, in consideration of the mutual promises hereinafter contained, the parties agree to the following terms and conditions:

**DEFINITIONS:**

**Caterer:** a person or firm that is hired by a Client to provide food, food services, and food related amenities for that Client’s guests or attendees at the Client’s scheduled Event. A Caterer is paid directly by the Client.

**Client:** a person or firm that contracts with CSM for the use of its facilities and spaces in order to host a catered event, and/or venue, or both. A Client hires and pays for the Food Services separately from the CSM Facilities Use Contract.

**Event:** a themed gathering of individuals at CSM for a stated purpose.

**Food Services Provider, (FSP):** a person or firm, such as a caterer or food truck operator, that is licensed and able to provide food, food services, and related amenities to gatherings of individuals.

**Food Vendor, (FV):** a person or firm hired by a Client to provide food and food related services for a Client's guests or attendees at the Client's scheduled Event. A FV sells its wares directly to the attendees rather than to the Client and is therefore paid by the individual buyers of its products and services. An example is a Food Truck.

**Internal Users:** faculty, staff and recognized campus groups utilizing CSM facilities and spaces for college related activities.

**External Users:** outside businesses or organizations requesting the use of CSM facilities and spaces for business meetings or conferences.

## **1. TERMS AND CONDITIONS**

- 1.1. **SCOPE OF SERVICES:** FSP shall be expected to render all those services necessary and proper for providing high-quality food services for events in conformity with the terms, conditions, specifications, and requirements of this Agreement.
- 1.2. **Term:** The term of this Agreement is **from July 1, 2021 to June 30, 2022** and will become valid upon signature of both parties.
- 1.3. **Renewal & Revisions:** This Agreement will renew annually unless terminated as per 1.5, Termination.
- 1.4. **Organizational Changes:** Any major change to the Firm's organization or Staffing shall be reported to CSM within 30 days of such a change taking place.
- 1.5. **Termination.** This Agreement may be terminated, at any time, by mutual consent of both parties; by CSM upon 30-days written notice; by failure of FSP to meet all requirements outlined in Sections 2.5, 2.6, and 2.7 of this Agreement; or by a breach of any of the terms, conditions, or general provisions of this Agreement.
  - 1.5.1. Factors relating to difficulties in cooperation, cleanup, food handling, transportation, behavior of staff, cleanliness, sanitation standards and other relevant issues will have a bearing on the FSP's good standing and may be considered due cause for termination.
- 1.6. **Financial Considerations.** For events that originate with external users, the FSP will pay a commission equal to 5% of their total gross sales the event. FSP will provide copies of receipts or a detailed log showing all sales to CSM in addition to a check payable to CSM no later than 30 days past the conclusion date of the event. If FSP fails to meet this requirement, CSM may, at its sole discretion, cancel the agreement with the FSP.
  - 1.6.1. For events originating with internal users, this commission is waived.
- 1.7. **Required Documentation.**
  - 1.7.1. Copies of the following documents shall be provided to CSM during the application process and will be maintained on file with CSM's Auxiliary Services.
    - 1.7.1.1. Business License. FSP must possess a business license in order to operate in the State of Maryland.
    - 1.7.1.2. Food Permit. FSP must possess a food permit in the county they serve.
    - 1.7.1.3. Maryland Department of Health and Mental Hygiene Food Service Facility Inspection Report. FSP must provide a copy of most recent inspection results. CSM must be advised of any health or safety code violations that

have resulted or do result in a hearing and/or license suspension or revocation.

1.7.1.3.1. Disqualifying factors for participating as an approved FSP include critical violations, contributing factors to food contamination, and/or significant sanitation deficiencies.

1.7.1.4. Temporary Restaurant License (TRL). FSP shall obtain, prior to providing service, a Charles County, St. Mary's County, or Calvert County TRL and provide a copy to CSM's Auxiliary Services for each event open to the public. FSP must be licensed in the tri-county area with reciprocity in the neighboring counties to avoid obtaining a TRL.

- 1.8. FSP Personnel. All personnel shall be under the exclusive supervision, direction, and control of FSP.
  - 1.8.1. FSP will employ an adequate number of employees to successfully operate an event and be identifiable by a staff uniform.
  - 1.8.2. FSP shall adhere to the highest standards of cleanliness and sanitary practices to ensure continual sanitation in all functions and matters related to the execution of the terms of the contract, including food handlers' appearance and performance in the preparation, service, transport and storage of food and related items.
  - 1.8.3. Employees must adhere to all College rules and regulations while on College property.
  - 1.8.4. Employees must be free of drugs and the influence of alcohol. All employees, when reporting for duty and while on duty, must be "fit for duty," defined as the appropriate mental and physical condition necessary to perform work in a safe, competent manner, free of the influence of drugs and alcohol. Possession of drugs, drug paraphernalia, and alcohol is prohibited of CSM work sites.
- 1.9. Food Service Setup and Cleanup Requirements. FSP is responsible for the food service setup and cleanup, including removal of all leftover foods, serving items, and trash immediately following the conclusion of an event. FSP agrees to provide servers to serve the food and to maintain cleanliness of the server tables.
  - 1.9.1. CSM's Scheduling and Conferences Department will coordinate the venue setup for each event, including tables and chairs, in the manner requested by the Client. It is expected that the department and FSP work cooperatively in the scheduling and execution of events requiring food services support.
  - 1.9.2. FSP will coordinate directly with Client regarding menus, event times, serving times, etc.
  - 1.9.3. FSP agrees to provide all equipment necessary to prepare, furnish, and serve food.
  - 1.9.4. "Drop Off" catering is not available to Clients hosting events, unless agreed in writing prior to the event.
- 1.10. Beverage Requirements. FSP must abide by the College's exclusive beverage agreement with Pepsi which requires all beverages purchased, sold, and served to be Pepsi products. The College reserves the right to impose this restriction, or any similar restriction, at any time throughout the term of this Agreement.
- 1.11. Alcohol Service Requirements.
  - 1.11.1. Only providers with a valid liquor license in Charles County, St. Mary's County, or Calvert County may serve alcoholic beverages at CSM (Note: a liquor license is county

specific and can only be used in the county of the campus event). Alcohol service is restricted to approved areas/event space in the facilities. **Hard alcohol service is not permitted.** All requests to serve alcohol will be handled by CSM's Auxiliary Services.

## 2. GENERAL PROVISIONS

- 2.1. Non-Exclusivity. CSM may, at its sole discretion, enter into substantially similar Food Services Provider Pool Agreements with other providers.
- 2.2. Independent Contractor. CSM and FSP are independent contractors and not partners, joint venture, or principal and agent.
- 2.3. Site Use. In the course of this Agreement, if the FSP is contracted to provide service(s), the following will apply:
  - 2.3.1. FSP shall take any available precaution to prevent possible damage to the College of Southern Maryland property and facilities. FSP shall be responsible for the repair or replacement of any item or area damaged. Any repair or replacement must be to the complete satisfaction of the College.
  - 2.3.2. CSM reserves the right to deny access to the venue by removing the FSP from the campus at any time prior to, or during the event if the guidelines of this Agreement, are not adhered to, or if FSP's actions threatens the safety of people or property. CSM does not relinquish its rights to control the management and operations of the premises, including its right to enforce all applicable rules, laws, and ordinances.
  - 2.3.3. CSM reserves the right to close or delay the opening of, or to curtail operations due to inclement weather, emergency conditions, force majeure, outbreaks of illness, or for other reasons at its sole discretion. The FSV will receive no compensation or reimbursement due to any such incidents.
- 2.4. Compliance with Applicable law. FSP agrees to comply with all federal, state, county, and local laws, ordinances, and regulations, applicable to the work to be done under this Agreement. FSP further agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations.
- 2.5. Governing Law: This Agreement will be governed by the laws of the State of Maryland. The successful FSV shall at all times observe and comply with Federal, State of Maryland, and local laws, ordinances, orders, codes and regulations, and the articles and provisions of the Uniform Commercial Code existing at the time of or enacted subsequent to the execution of a contract which in any manner affects the FSV's ability to perform contractual requirements.
- 2.6. Insurance and Indemnification: FSP will obtain, at own expense, prior to performing under this Agreement and shall maintain in full force throughout the duration of the Agreement the following insurance:
  - 2.6.1. Commercial General Liability. Commercial general liability, covering bodily injury, death, and property damage. This insurance shall include personal injury liability, products, and completed operations. Coverage shall be written on an occurrence basis, with limits of at least \$1,000,000 per occurrence, and \$2,000,000 aggregate.
  - 2.6.2. Automobile Liability. Automobile liability insurance, covering all owned, non-owned, or hired vehicles coverage limits shall not be less than \$1,000,000 combined single limit per occurrence.



Exhibits (Incorporated by reference):

**Food Services Provider Agreement - Exhibit A**

**FOOD SERVICES PROVIDER PUBLIC INFORMATION DISCLOSURE**

*This information will be displayed publicly on the CSM web site to allow departments, organizations, and clubs to contact you to purchase food related services during the course of this Agreement. Your information can be viewed at any time by visiting: <https://www.csmd.edu/foodservices>.*

Food Services Provider Name (DBA): \_\_\_\_\_

Contact Person: \_\_\_\_\_

Last Name

First Name

MI

Address: \_\_\_\_\_

Street Address

Suite # (if applicable)

City

State

Zip

Phone: (\_\_\_\_) \_\_\_\_\_ Email: \_\_\_\_\_

Fax: (\_\_\_\_) \_\_\_\_\_ Website: \_\_\_\_\_

Board of License Commissioners (Liquor Board) No.: \_\_\_\_\_

County: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

Brief description of company (for potential use in promotional materials):

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**Food Services Provider Agreement - Exhibit B**

**FOOD SERVICES PROVIDER REQUIREMENTS CHECKLIST**

*This information will not be made public, but will be used in the evaluation process to assess the Provider's qualifications.*

Attach the following documents/proofs and submit along with your signed Agreement.

- A. Current and signed W9, Federal Tax Form (Form can be found at the IRS website [irs.gov/pub/irs-pdf/fw9.pdf](https://irs.gov/pub/irs-pdf/fw9.pdf))
  
- B. Proof of Insurance, as compliant with the terms of the Agreement.
  
- C. All governing licenses and permits allowing your Firm to operate in the State of Maryland and Charles County, St. Mary's County, and/or Calvert County and offer Catering or other Food related Services (see Section 1.6)
  
- D. All applicable Certifications for your Firm and its Staff who would be likely to work an event on College Property.
  
- E. References from at least 2 Event Organizers you've worked with in the past 12 months. Include Organizer name, phone number, and email contact address.

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2. \_\_\_\_\_  
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