

## CONTRACTUAL AGREEMENT For

## **REQUEST FOR PROPOSAL (RFP) #: 1024ZCSA**

# ENTITLED: HEALTH SCIENCES CAMPUS (HSC) CAFÉ FOOD SERVICE AT LAKE NONA FOR THE COLLEGE OF MEDICINE (COM)

Between

## UNIVERSITY OF CENTRAL FLORIDA AND ADVENTIST HEALTH SYSTEM/SUNBELT, INC. D/B/A FLORIDA HOSPITAL

This Agreement is entered into and effective upon signature of all parties, through June 30, 2013 by and between the University of Central Florida, on behalf of its Board of Trustees ("University" or "UCF"), and Adventist Health System/Sunbelt Inc. d/b/a Florida Hospital through its Nutritional Services division ("Florida Hospital" or "Vendor" or "Payee"). The parties agree as follows:

## 1. Acknowledgment

1.1. Payee acknowledges that:

- A. The University is a public entity of the State of Florida;
- **B.** The University is exempt from federal and Florida taxes;
- C. UCF's liability is regulated by Florida law. Except for its employees acting within the course

and scope of their employment, UCF shall not indemnify any entity or person and, then, such indemnification is limited to the express terms of §768.28, Florida Statutes. The State of Florida is self-insured to the extent of its liability and indemnification obligations in this Agreement shall be effective only to the extent expressly required by §768.28, Florida Statutes. Any provision requiring UCF to provide insurance coverage other than the State of Florida self-insurance shall not be effective.

## 1.2. Individuals Assigned to HSC COM Account

Florida Hospital reserves the right, upon written notice to the University, to assign individuals to the HSC COM Account, provided such individuals have the qualifications necessary for such positions.

1.3. Hours of operation for the café food services at the COM:

Monday through Friday, 7:00AM - 2:00PM

On occasion nights and weekends may be required with hours to be negotiated in advance. Florida Hospital reserves the right to decline operating the venue during the SDA observed Sabbath of sundown Friday to sundown Saturday. The COM will coordinate with Florida Hospital to provide information pertaining to the M.D. Program academic calendar and UCF holiday calendar (Exhibit A & B respectively) to ensure that Florida Hospital is aware of any potential reduction in business that they may need to consider.

1.4. Vendor will be responsible for payment of all utilities including phone/data port charges.

1.5 Vendor will be responsible for all small wares.

# 2. General Conditions

# Exclusions

No vending machine rights are granted to Florida Hospital. Non-exclusive rights to catering.

No soft goods, novelties, or other non food related merchandise, other than permitted/negotiated sundries (such as small packets of pain relievers or tissues) sales will be permitted. No signage or advertising and/or promotional displays.

# 3. Additional Considerations

3.1 **Pricing:** Pricing will be reviewed annually to insure a high level of service to the Campus and fair return to the Vendor. Any and all increases in vendor pricing or amendments to this agreement, must be approved by UCF and Florida Hospital in writing.

3.2 **Menu:** The Vendor will work closely and collaboratively with the COM to develop an appetizing, reasonably priced, selection of menu items including vegetarian and vegan options, which honor the Adventist dietary principles. (see Exceptions List - Exhibit E) The menu shall be coordinated with the COM's Nutritionist and tied to the curriculum on an as needed basis. COM will require nutritional information and content to be available for all menu items. Where applicable UCF COM would encourage the selected. Vendor to utilize Fair Trade opportunities for products and goods used and sold in the Cafe'.

3.3 Special Events and/or Promotions: UCF COM reserves the right, on a limited basis, to allow another Vendor supplemental food or beverage rights for a special event or promotion.

3.4 **Furniture, Fixtures and Equipment:** See Exhibit D and C of the RFP for furnishings and equipment list provided and Café floor plan by UCF COM. Vendor will be responsible for the cleanliness of all Café fixtures and equipment. UCF COM will be responsible for cosmetic appearance and cleanliness of the dining area, concourse, and outside floor and fixtures.

3.5 Signage: Vendor may not post or permit signs to be posted unless approved by COM.

3.6 **Phone/Data:** Vendor will be responsible for all monthly phone and data port charges. UCF COM utilizes UCF Telecommunications for its internal phone system and the Vendor will be required to establish an account with that department for reoccurring charges. The Vendor is responsible for any third party installations or charges for external service providers, if applicable.

3.7 Vendor will procure and provide insurance and all licenses/permits necessary for operations. The license held shall have the ability to provide catering services as requested.

3.8 UCF currently has an exclusive agreement with Coca-Cola Corp. for all beverages with the exception of:

- Fresh milk;
- Hot tea and coffee;
- Milkshakes and smoothies;
- Fresh orange and grapefruit juice;
- Plain or pure spring water
- 3.9 Vendor agrees to honor the terms of the Coca-Cola agreement.

It is anticipated that during the term of this agreement, the university will be requesting proposals

from major beverage companies for university-wide pouring rights. Should exclusive beverage rights be awarded, the Vendor must be able to change brands of beverages and snack products served at the concession areas to conform to any agreement signed by the university.

## 4. Quality of Service

4.1 It is the requirement of UCF that the contracted food services products and ingredients be of the highest quality attainable. All areas of the café and dining facility are to be kept clean, orderly, and sanitary at all times and in strict accordance with all applicable laws, ordinances, rules, regulations, and environmental health and safety requirements.

4.2 All food sold or kept for sale, shall be first quality, wholesome, and pure. No imitation, adulterated or misbranded article shall be sold or kept for sale, and all merchandise kept on hand shall be sorted and handled with due regard for sanitation. Expired merchandise shall not be sold at any time with the exception of various sundries, pre-packaged with labeled preparation and expiration may be acceptable

4.3 All food merchandise provided for sale shall be subject to inspection by duly authorized representatives of appropriate governmental agencies.

4.4 UCF shall have the right to reject the type of service and the quality of food and drink products, provided such rejection is based upon a reasonable determination by UCF, and requires that undesirable elements of service, food and drink be discontinued or remedied. Failure of the Vendor to take appropriate action after notification, in writing or verbal, from UCF may result in the cancellation of the contract.

## 5. Cleaning

The Vendor shall keep neat, clean, and in a sanitary condition all areas stated above. All refuse and waste materials created by the vendor's operations shall be promptly disposed of after the close of business each day. Waste foods will be kept in closed containers until removed from the facility. The Vendor shall dispose of all waste/trash removal in kitchen prep and server areas. The COM facilities shall dispose of trash from receptacles at cashier station, coffee station, condiment stations, and all concourse and outdoor table and seating areas. The vendor shall be responsible for cleaning and maintaining all floors and tiled areas in the kitchen work area, servery, up to salad bar and cashiering station. The COM facilities maintenance will be responsible for cleaning of floors in the seating section of café as well as the condiment and trash areas located in front seating section of cafe. The Vendor will provided routine care ceilings and vents. The COM facilities will provide periodic maintenance of vents and areas requiring high cleaning and/or repairing.

# 6. Maintenance

The Vendor will be responsible for the maintenance and repair of all food service equipment as stated in Exhibit D (Kitchen Equipment List). This is to include stand-alone and built in equipment such as hoods and walk-in coolers. In addition the vendor is required to perform and provide semi-annual maintenance schedules for hoods, refrigerated equipment and grease traps. The COM will provide service agreements fire suppression hoods, grease traps, and all equipment listed in exhibit D. The COM will provide extended warranties on equipment listed in exhibit D. The COM will provide a service agreement for pest control. The Vendor will work in communication with COM facilities maintenance in coordinating scope, standards of service, and performance in regard to pest control.

# 7. Cafeteria Employees

The Vendor shall see to it that all employees are neatly and cleanly uniformed, at the expense of the

vendor. Employees shall at all times reflect personal cleanliness. Unkempt and unclean employees shall not be acceptable. Vendor must at all times adhere to the highest standard of hygiene in accordance with Department of Health regulations.

## 8. Parking

Vendor's employee vehicles shall observe all parking rules and regulations. Five designated spaces have been allocated specifically for Café vendor parking. Failure to obtain a parking placard and properly display them and otherwise comply with UCF's parking rules and regulations could result in tickets and/or towing at the expense of Vendor or Vendor's employee. Parking permits will be waived by UCF COM for the life of the contract.

## 9. Term of Contract

The contract resulting from this RFP will be for a three (3) year period beginning upon signature of all parties, with UCF and the Vendor having the option to renew prior to the completion of each contract period. Parties will agree to re-negotiate 6 months prior to the end of the contract period.

## 10. Payee Insurance

Florida Hospital shall furnish UCF proof of Florida Hospital's insurance coverage by original ACORD certificates of insurance no later than five (5) days after the contract is executed. Before commencement of work under the contract the Proposer shall submit evidence that it and all of its subcontractors, if any, have obtained full insurance coverage set forth in the following schedule. UCF acknowledges that Florida Hospital's insurance coverage is provided on a self-insurance basis.

## 11. Cancellation /Termination of Contract

Any contract established may be unilaterally canceled by UCF for refusal by Vendor to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Vendor. Either party also may terminate such contract without cause on ninety (90) days advanced written notice to the other party. The parties to such contract may terminate the contract at any time by mutually consenting in writing. Either party may terminate such contract immediately and also for breach by the other that remains substantially uncured after ninety (90) days' advanced written notice to the breaching party, which notice describes the breach in detail sufficient to permit cure by the breaching party.

## 12. Billing

The University shall only submit payment to the Payee, if Payee has provided the University with approved invoices. Mere statements in lieu of approved invoices will not be accepted by the University. All invoices must specifically describe the services and/or goods provided, the dates and hours that the services were rendered and/or goods delivered and the fee charged. Payee shall deliver the invoices to UCF's Finance and Accounting Department, unless Payee has been otherwise instructed in writing by the University. The Payee must display the applicable purchase order number on the face of each of Payee's invoices to the University. The University will not be responsible for any goods or services delivered without a properly completed University purchase order or other order provided in writing by a duly authorized University signatory or designee. If Payee's invoice lists any freight or cartage charges, such invoice must attach all of Payee's receipted transportation bills.

# 13. Assignment and Amendment of Contract

The contract, nor any duties or obligations under such contract shall not be assignable by either party without the prior written consent of the other party. Any contract may be amended only in writing

signed by Florida Hospital and UCF with the same degree of formality evidenced in the contract. Any assignment or amendment in violation of this provision shall be void,

#### 14. Independent Parties

The parties are independent entities. Except as expressly provided otherwise in the contract, UCF and Florida Hospital shall remain independent parties and neither shall be an officer, employee, agent, representative or co-partner of, or a joint venturer with, the other.

#### 15. Severability

If any provision of this Agreement is contrary to, prohibited by, or deemed invalid by applicable laws or regulations of any jurisdiction in which it is sought to be enforced, then said provision shall be deemed inapplicable and omitted and shall not invalidate the remaining provisions of such contract.

## 16. Compliance

The parties shall at all times comply with all applicable ordinances, laws, rules and regulations of local, state and federal governments, or any political subdivision or agency, or authority or commission thereof, which may have jurisdiction to pass laws, ordinances, or make and enforce rules and regulations with respect to the parties.

#### 17. Conflicts of Interest

Acceptance of this Agreement shall certify that Payee is aware of the requirements of Chapter 112, Florida Statues and in compliance with the requirements of Chapter 112, Florida Statues and other laws and regulations concerning conflicts of interests in dealing with entities of the State of Florida. Payee certifies that its directors and/or principal officers are not employed and/or affiliated with the University unless a current Conflict of Interest (Report of Outside Activity/Employment) form has been completed, executed by such director or officer and approved in accordance with applicable University policies or rules. Violation of this section by Payee shall be grounds for cancellation of this Agreement.

#### 18. Employment of Aliens

Payee's employment of unauthorized aliens, if any, shall be considered a violation of §§274(e) of the Immigration and Nationality Act. If the Payee knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the Agreement by the University.

## 19. Force Majeure

No default, delay or failure to perform on the part of either party shall be considered a default, delay or failure to perform otherwise chargeable, hereunder, if such default, delay or failure to perform is due to causes beyond such party's reasonable control including, but not limited to, strikes, lockouts, actions or inactions of governmental authorities, epidemics, war, embargoes, fire, earthquake, acts of God, default of common carrier. In the event of such default, delay or failure to perform due to causes beyond a party's reasonable control, any dates or times by which such party is otherwise scheduled to perform shall be extended automatically for a period of time equal in duration to the time lost by reason of the cause beyond the reasonable control of such party.

#### 20. Indemnification

Payee shall hold the University and the UCF Board of Trustees and the University's officers, employees, agents and/or servants harmless and indemnify each of them against any and all liabilities, actions, damages, suits, proceedings, and judgments from claims arising or resulting from

the negligent acts or omissions of Payee, its employees, its agents or of others under Payee's control and supervision. If any part of a delivery to the University pursuant to this Agreement is protected by any patent, copyright, trademark, other intellectual property right or other right, Payee also shall indemnify and hold harmless the University and the UCF Board of Trustees and the University's officers, employees, agents and/or servants from and against any and all liabilities, actions, damages, suits, proceedings and judgments from claims instituted or recovered against the University by any person or persons whomsoever on account of the University's use or sale of such article in violation of rights under such patent, copyright, trademark, other intellectual property right or other right.

#### 21. Independent Contractor

Each of the parties is an independent contractor and nothing contained herein shall constitute or designate any of the employees or agents of one party as employees or agents of the other party.

## 22. No Joint Venture

Nothing contained in this Agreement shall be construed to create a joint venture, partnership, or other like relationship between the parties.

#### 23. Leased Equipment

The risk of loss or damage to leased equipment, goods or property shall not transfer to the University except as provided in §680.219, Florida Statutes. Any security interest in the leased equipment, goods or property granted to Payee contrary to AGO 79-72 and AGO 80-9 is null and void. Limitation of remedies provisions, which are unconscionable under applicable Florida law, are void.

#### 24. Non-Performance

Neither party shall be required to perform under this Agreement or any attachments or addenda hereto executed by the parties' duly authorized signatories when such performance is delayed or prevented by any cause beyond the party's or parties' control. This Agreement and any attachments and addenda hereto executed by the parties' duly authorized signatories may not be altered, amended or assigned without the prior written agreement of all the parties.

#### 25. Notices

Any written notices between the parties shall be sent by certified mail to the following addresses, or other addresses of which the parties shall have notified each other.

For Payee:	For UCF:	
Florida Hospital Nutritional Services	University of Central Florida	
601 East Rollins St. 12479 Research Parkway, Blo		
Orlando, FL 32803	Orlando, FL 32826	
Attn: Donald Bartlett	Attn: Raymond Puskas	
	Attn: Scott Sumner	

## 26. Public Records

The Agreement and all papers, documents, letters or other material related to this Agreement or the performance thereunder shall be subject to the provisions of Chapter 119, Florida Statues.

## 27. Records

The Payee agrees to keep and maintain, separate and independent records, in accordance with generally accepted accounting principles, devoted exclusively to its obligations and activities pursuant to this Agreement and as may be required under Florida law. Such records (including books, ledgers, journals, and accounts) shall contain all entries reflecting the business operations

under this Agreement. University or its authorized agent shall have the right during normal business hours to audit and inspect such records from time to time during the Term, upon reasonable advance notice to the Payee.

## 28. Waiver/Remedies

No failure or delay by a party hereto to insist on the strict performance of any term of this Agreement, or to exercise any right or remedy consequent to a breach thereof, shall constitute a waiver of any breach or any subsequent breach of such term. No waiver of any breach hereunder shall affect or alter the remaining terms of this Agreement, but each and every term of this Agreement shall continue in full force and effect with respect to any other than existing or subsequent breach thereof. The remedies provided in this Agreement are cumulative and not exclusive of the remedies provided by law or in equity.

#### 29. Use of Contract By Other Government Agencies

At the option of the Payee, in its sole discretion the use of the Agreement resulting from this solicitation may be extended to other governmental agencies, including the State of Florida, its agencies, political subdivisions, counties and cities. Each governmental agency allowed by the Payee to use this Agreement shall do so independent of any other governmental entity. Each agency shall be responsible for its own purchases and shall be liable only for goods or services ordered, received and accepted. No agency receives any liability by virtue of this bid and subsequent contract award.

#### 30. Governing Law and Venue

This contract, and any disputes there under will be governed by the laws of the State of Florida and shall be deemed to have been executed and entered into in the State of Florida. Such contract shall be construed, performed, and enforced in all respects in accordance with the laws and rules of the State of Florida, and any provision in such contract in conflict with Florida law and rules shall be void and of no effect. UCF and Vendor hereby agree that this contract shall be enforced in the courts of the State of Florida and that venue shall always be in Orange County, Florida.

#### 31. Subcontracts

The Vendor is responsible for the acts and omissions of any subcontractors and to fully notify any subcontractor(s) of their responsibilities under any subcontract. All payments to subcontractors shall be the sole responsibility of the Vendor.

#### 32. Public Entity Crimes

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for Category Two, for a period of 36 months from the date of being placed on the convicted vendor list.

## 33. Employment of UCF Personnel

The Vendor shall not, without UCF's prior written consent, knowingly recruit for engagement, on a full time, part time, or other basis during the period of this contract, any individuals who are or have been UCF employees at any time during such period, except for UCF's regularly retired employees,

or any adversely affected State employees or any individual who responds to a publicly placed advertisement by Vendor.

## 34. Equal Opportunity Statement

The State of Florida and UCF subscribe to equal opportunity practices, which conform to both the spirit and the letter of all laws against discrimination and are committed to non-discrimination on the basis of race, creed, color, sex, age, national origin, religion, veteran or marital status, or disability. Vendor represents and warrants that all services are provided without discrimination on the basis of race, color, religion, national origin, disability, sex, or veteran's status; the Vendor does not maintain nor provide for its employees any segregated facilities, nor will the Vendor permit their employees to perform their services at any location where segregated facilities are maintained. UCF acknowledges that Vendor is not a federal government contractor.

## 35. Headings Not Controlling

Headings used in any contract are for reference purposes only and shall not be considered to be a substantive part of such contract.

## 36. Site Rules and Regulations

Vendor shall use its best efforts to assure that its employees and agents, while on UCF's premises, shall comply with the State's and UCF's site rules and regulations, if any. UCF shall supply the Vendor with copies of any such site rules and regulations.

## 37. Taxes

The State of Florida is a tax-immune sovereign and exempt from the payment of all sales, use and excise taxes. The Vendor shall be responsible to pay any such taxes imposed on taxable activities/services under the contract.

## 38. Plan for Providing Services

- 38.1 Vendor will provide a healthy and varied menu, including a traditional menu of grilled breakfast and lunch selections. The menu shall also include fresh, prepared and pre-packaged foods, fruits, vegetables, chips, snacks, canned and bottled drinks and various sundries.
- 38.2 The College of Medicine may from time to time have fundraiser events, annual picnics and holiday parties. Such events may not be the basis of any claim for lost sales, if the COM utilizes other outside vendors.
- 38.3 Vendor will describe any proposed promotions, specials, or other food service innovations that it intends to implement to encourage and foster business.
- 38.4 COM will require nutritional information to be available. In addition provide a varied menu specifically emphasizing themed health related issues; i.e. heart, diabetes, etc.

## **39.** Compensation Package

The Vendor will provide draft monthly sales reports approximately 10 business days from the last business day of the month. Royalty payments will be made on a calendar quarterly basis, within 30 regular days from the last day of the calendar quarter. The first royalty payment will be calculated on the first full calendar quarter of operation, which will begin January 1, 2011.

The calculation of the royalty payment will be based on a percentage of the quarterly gross revenue of the café, minus utility costs (adjusted gross revenue). The percentage will be graduated within set ranges of quarterly adjusted gross revenue:

Adjusted Gross Revenue (Quarterly)	Royalty	
<\$90,000	3.5%	
\$90,000 to \$108,000	8.5%	
\$108,000 to \$135,000	12.0%	
>\$135,000	14.0%	

Financial statements and royalty payments shall be sent to: UCF College of Medicine Attn: Finance & Accounting 6850 Lake Nona Blvd Orlando, FL 32827-7408

UCF agrees to not collect any additional monies in the form of rent for the duration of the contract.

## 40. Other Requirements

40.1 Vendor shall report to the Contract Administrator or his/her designee, any significant issues or events regarding health safety.

- 40.2 Vendor shall provide monthly financial reports to the COM.
- 40.3 Vendor and UCF will collaborate and mutually agree on official name for the venue.

## 41. Attachments and Entire Agreement

This Agreement and any attachments and/or addenda hereto that are executed by the each party's duly authorized signatory constitutes the entire and exclusive agreement between the parties. Attachments and/or addenda may include, but are not limited to, the University's ITB/RFP, if any, including all the University's ITB/RFP specifications, and the Payee's ITB/RFP response, if applicable. In the event of any conflict or inconsistency between this Agreement and the provisions of attached documents, the order of priority is:

- A. This Agreement;
- B. Payee's ITB/RFP response and negotiated revisions
- C. The University's ITB/RFP and ITB/RFP specifications, if any;
- **D.** Payee's ITB/RFP response and negotiated revisions; and
- **E.** any other attached documents signed by the each party's official signatory at the time the Agreement is executed.

#### UNIVERSITY OF CENTRAL FLORIDA

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Signature	" I ry I for for
Printed:	Raymond S. Puskas
Title:	Director of Purchasing
Date:	9/16/10
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Signature	e: Cott Jummer
Printed:	Scott Sumner
T:4. C(	

Title: <u>COM Associate Dean, Admin. & Finance</u>

Date:	09/16/10	)
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Signature:	Joedan	Clark
Legal Con	tent Approved	U.

	IST HEALTH SYSTEM/SUNBELT, INC. ORIDA HOSPITAL
Signature	: Don Bartel
Printed:	DON BARTIETT
Title:	Administrative Dir., Nutritional Services
Date:	9/16/10
Address:	601. E. Rollins St.
	Orlando, FL 32803

Telephone: <u>407-303-</u>1730

Facsimile: <u>407-303-1759</u>

FEID#/SS#: <u>59-0724459</u>

#### CONTRACTUAL AGREEMENT AMENDMENT #1 BY AND BETWEEN UNIVERSITY OF CENTRAL FLORIDA AND

# ADVENTIST HEALTH SYSTEM/SUNBELT, INC., D/B/A/ FLORIDA HOSPITAL

#### HEALTH SCIENCES CAFÉ AT LAKE NONA

This Contractual Agreement Amendment, effective July 1 2013, is between the University of Central Florida, on behalf of its Board of Trustees, for the benefit of the College of Medicine ("UCF") and Adventist Health System/Sunbelt, Inc. d/b/a Florida Hospital ("Vendor"), collectively the "Parties", and amends the original Contractual Agreement between the Parties, entered into on September 16, 2010 ("Agreement").

The purpose of this Amendment is to extend the term of the Agreement and to modify certain provisions as follows:

- Section 1.1 C. Delete in its entirety and replace with, "UCF's liability is regulated by Florida law. Except to the extent provided by Florida Statute §768.28, UCF shall not indemnify any entity or person. The State of Florida is self-insured to the extent of its liability under §768.28. Any provision requiring UCF to provide insurance coverage other than the State of Florida self-insurance shall not be effective."
- Section 1.4. Delete in its entirety and replace with, "COM will be responsible for payment of all utilities. Vendor shall be responsible for payment of phone/data port charges."
- Section 6. Delete in its entirety and replace with, "UCF will be responsible for the maintenance and repair of all food service equipment listed in Exhibit D (Kitchen Equipment List). The COM will provide a service agreement for pest control. The Vendor will work in communication with COM Operations in coordinating scope, standards of service, and performance in regard to pest control."
- Section 9. Delete in its entirety and replace with, "The contract resulting from this RFP will be in effect through June 30, 2013 beginning upon signature of all Parties, with UCF and the Vendor having the option to renew for subsequent three year period(s) prior to the completion of each contract period. Parties agree to re-negotiate renewal terms 6 months prior to the end of each contract period. The Agreement is renewed from July 1, 2013 and will end on June 30, 2016."
- Section 25. Delete address and contact names for notices to UCF and replace with "University of Central Florida College of Medicine, Health Sciences Campus, 6850 Lake Nona Blvd., Orlando, FL, 32827, Attn: Barbara O'Hara and Jeanette Schreiber".
- Exhibit D. Remove item 21 and replace with "WOLF BRAND FRESH BREW ESPRESSO MACHINE".

This Amendment modifies the Agreement, and any attachments provided as a part thereof. All capitalized terms shall have the same meaning as in the Agreement. The provisions of this Amendment, unless and until further amended by written document signed by Parties, shall prevail over all conflicting provisions in the Agreement and/or any attachments thereto.

All other terms and conditions of the Agreement (in their final version as agreed to between the Parties) remain unchanged.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment by a duly authorized representative.

ADVENTIST HEALTH SYSTEM /SUNBELT, INC. D/B/A FLORIDA HOSPITAL

UNIVERSITY OF CENTRAL FLORIDA, ON BEHALF OF ITS BOARD OF TRUSTEES, FOR THE BENEFIT OF THE COLLEGE OF MEDICINE

5/29/13 5/8/13 (Signature-Authorized Official) Date Gregory D. Robinson Date Director of Purchasing Tim Burrill Typed Name Vice President

Typed Title

Legal Content Approved SIC 15/20/13