



**RESTAURANT CATERING FOR MEETINGS AND EVENTS
REQUEST FOR QUALIFICATIONS**

RFQ #07-21-001

RESPONSES DUE: Wednesday, July 14, 2021 – 1:00 p.m.
RETURN RESPONSES TO: Purchasing@waubonsee.edu

Waubonsee Community College is seeking to prequalify catering and restaurant meal service providers to provide catering and restaurant meal service for meetings and events held at the college in accordance with terms and conditions set forth in the RFQ. Catering and restaurant meal service respondents shall be selected and determined through the college’s review of each response, considering the factors identified in the RFQ and any other factors that it considers relevant to serving the best interests of the mission of college. Waubonsee Community College expects to pre-qualify multiple meal service providers. Qualifications will be received until 1:00 p.m., Wednesday, July 14, 2021. A copy of the RFQ is available for download from the college website: <https://www.waubonsee.edu/local-businesses-employers-and-vendors/bidrfprfi-opportunities>. The college reserves the right to reject any and all responses, to waive any irregularities, to accept any response or portion thereof. Contact purchasing@waubonsee.edu for questions regarding this RFQ. Per the Illinois Business Enterprise for Minorities, Women, and Persons with Disabilities Act (30 ILCS 575/), the college encourages women and minority business firms to submit their qualifications and for Vendors to utilize women and minority businesses for supplies, equipment and services.

All correspondence or questions concerning this RFQ should be addressed to purchasing@waubonsee.edu.

Contact Name to discuss this RFQ

Name of Company

Address

City	State	Zip Code
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Telephone Number	Fax Number
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Email Address

Sugar Grove
Rt. 47 at Waubonsee Drive
Sugar Grove, IL 60554-9454
(630) 466-7900

Aurora Downtown
18 S. River St.
Aurora, IL 60506-4131
(630) 801-7900

Aurora Fox Valley
2060 Ogden Ave.
Aurora, IL 60504-7222
(630) 585-7900

Plano
100 Waubonsee Drive
Plano, IL 60545-2276
(630) 552-7900

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COLLEGE OVERVIEW

Waubonsee Community College (Waubonsee), located forty-five miles west of Chicago, Illinois, has served more than 300,000 students since its inception. As one of 48 public community colleges in the Illinois Community College System, Waubonsee is governed by a board of trustees composed of seven community members elected from the district at large and a student trustee selected by the student body. Waubonsee serves 22 municipalities, 12 public high school districts and nine private high schools in a five-county, 600-square-mile district. In order to proactively address student and community needs, Waubonsee has cultivated a learning-centered culture that values, and an infrastructure that advances, continuous quality improvement.

Campus Locations

Main Campus

Waubonsee Community College Sugar Grove, Rte. 47 at Waubonsee Drive, Sugar Grove, Illinois 60554

Extension Campuses

Waubonsee Community College Plano Campus, 100 Waubonsee Drive, Plano, Illinois 60545

Waubonsee Community College Aurora Downtown Campus, 18 South River St. Aurora, Illinois, 60506

Waubonsee Community College Fox Valley Campus, 2060 Ogden Ave, Aurora, Illinois 60504

GENERAL REQUIREMENTS

Summary

Waubonsee Community College (Waubonsee) seeks to establish a list of pre-qualified food and catering for special events and other meetings held at the college's four campuses. Most meetings and events are morning or afternoon. The services primarily include:

- Ability to set-up for events/meetings (access to tables/linen, etc.)
- Ability to provide on-site support staff for events/meetings (when required)
- Ability to provide a full suite of both food and beverages as needed for events/meetings
- Ability to clean-up and remove all items in a timely fashion at the conclusion of the events/meetings. This includes providing disposable aluminum (or equivalent) containers for any leftover food to be delivered to a site on campus.

The number of attendees at any one event could vary significantly (from a few people to 100+) and as such, the Vendor must have the ability to be flexible in terms of meeting the different requirements specified. While the college typically has larger events planned in advance, the Vendor must also be flexible in terms of meeting tight deadlines.

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Information

1. Vendor shall submit one electronic (Email or Thumb/Flash Drive) and one printed copy of the response to: Purchasing, Waubonsee Community College, 4S783 State Route 47, Sugar Grove, IL 60554. Email your response to Purchasing@waubonsee.edu.
2. The college's Business Office accepts deliveries Monday through Thursday, 8:00 a.m. – 4:30 p.m. in the month of July. Purchasing is located in the Business Office, 2nd floor of the Dickson Center, Sugar Grove Campus.
3. Vendors selected through this process will remain on the college's pre-qualified list for five (5) years from date of approval. Any Vendor may be removed on the basis of subsequently discovered information or poor Vendor performance.
4. In order for your company to be considered, you must complete and return the following pages of the RFQ. Failure to do so may result in rejection of RFQ.
 - a. Page 1 - Cover
 - b. FORM A – Catering Services Questionnaire
 - c. FORM B – Company Information for Campuses and Services Provided
 - d. FORM C – Certifications Form
 - e. FORM D – State of Illinois Business Enterprise Program Information Form
 - f. FORM E – References
 - g. ***The following information must also be included with the RFQ:***
 - i. A copy of your Health Department Permit
 - ii. A copy of your Food Handling Certificate
 - iii. A copy of a Certificate of Insurance, a Certificate of Authority of Self-Insure or a coverage agreement showing statutory workers compensation insurance
 - iv. Signed and dated W-9
5. Vendors selected through this process must provide the college with a certificate of insurance. If the coverage period shown on the Vendor's current certificate of insurance ends during the duration of the project, the Vendor must, prior to the end of the coverage period, file a new certificate of coverage with Waubonsee showing that coverage has been extended.
6. Waubonsee Community College is sales tax exempt. A certificate of tax exemption will be provided to approved Vendors.
7. Waubonsee Community College's Standard Terms and Conditions are made part of any and all agreements.
8. Waubonsee encourages the participation of certified businesses owned by minorities, females and persons with disabilities in contracts the college awards. This policy shall be furthered by complying with the State of Illinois Business Enterprise for Minorities, Females and Persons with Disabilities Act, 30 ILCS 575/0.01 et seq. and by cooperating with the Illinois Business Enterprise Council.
9. All responses will become the property of Waubonsee Community College. All materials received or created by the college are considered **public records** and subject to disclosure to third parties in accordance with the Freedom of Information Act (FOIA). These records include but are not limited to submittals, agreement documents, contract work product, or other

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information submitted by a Vendor to the college.

- a. If the Respondent requests that the college withhold their trade secrets, commercial information or financial information from disclosure to a third party in response to a FOIA request, the Respondent must include in its submittal:
 - i. A written notification specifically identifying such information
 - ii. A statement that disclosure of such information will cause competitive harm to the Respondent
- b. Any content not so marked by the Respondent at the time of submittal will be presumed to be open to public inspection

Order and Delivery Conditions

1. The college will use either a Purchase Order (PO) or credit card to place a food order.
2. A PO will be used for all larger catering events. The PO will be faxed or emailed to the Vendor.
3. A representative of the college will contact the Vendor with an order through the Vendor's online portal or by phone.
4. The end-user / departments of the college shall be responsible for scheduling, correct ordering and coordinating the order or event with the Vendor.
5. ***A full detailed receipt must accompany all pickups or deliveries.***
6. All delivery tickets for catering will be signed by department end-user for verification.
7. Alcoholic beverages are never to be sold to or served at the college.
8. The college limits gratuity to no more than 20%.

Invoices and Statements

1. If a PO is used, invoices are emailed to AccountsPayable@waubonsee.edu and the invoice must include the PO number, campus location / department catering location, event date, menu item(s) quantity, unit price, extended price, delivery fee, (if applicable) and total amount of invoice.
2. The college's terms are net 30

Product Quality

1. Food shall be protected in transit using insulated food transport containers approved by National Sanitation Foundation (NSF)
2. Food must be prepared, stored and transported at the proper temperature according to the Illinois Department of Public Health
3. All products must be freshly prepared, day old products are unacceptable
4. Vendor follows Covid19 food and sanitation procedures as per State or County guidelines

Criteria for Selection

1. Vendors shall be evaluated on the following criteria:
 - a. Menu and pricing (i.e. delivery fees, gratuity, discounts)

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- b. Vendor is in good standing with the State of Illinois
- c. All licenses and certifications as required by the Illinois Department of Health and the Kane County Department of Health are current and in good standing
- d. Vendor has Covid19 food and sanitation procedures in place as per the CDC, State or Kane County guidelines
- e. Vendor has met the minimum insurance requirements
- f. References and reputation of the Vendor and of the Vendor's goods or services
- g. Extent to which the Vendor meets Waubonsee's needs
- h. Vendor's past relationship with Waubonsee

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FORM A – Catering Services Questionnaire (2 pages)

Please complete the following questionnaire. Please print or type response. If responses are illegible response may be considered unresponsive.			
Company Name:			
	QUESTIONS	YES	NO
1.	Has your company ever done business with Waubensee Community College?		
2.	Will your company accept a college issued Purchase Order?		
3.	Is your service pickup only?		
4.	Will your company deliver to the Sugar Grove Campus?		
	Will your company deliver to the Aurora Downtown Campus?		
	Will your company deliver to the Aurora Fox Valley Campus?		
	Will your company deliver to the Plano Campus?		
4a.	If yes to any of the above locations, is there a delivery fee?		
4b.	If yes, what is the delivery fee?	\$	
5.	Is a gratuity automatically added to all pickup orders?		
5a.	Is a gratuity automatically added to all delivery orders?		
5b.	If yes, what percent is used to calculate gratuity?	%	
5c.	If no, is there a time when gratuity is automatically applied? Explain below.		
6.	Are there any other incidental charges that may be included? Provide below.		
7.	Does your company <u>require</u> online ordering?		
8.	What are your daily hours? What are your daily catering service hours? Provide below or on a separate sheet		

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	QUESTIONS	YES	NO
9.	Do you offer vegetarian and gluten free options on your menu?		
	Vegetarian		
	Gluten Free		
10.	What Covid19 protocols do you have in place? Describe below what you have done to meet the requirements established by the State of Illinois, or provide this information on a separate sheet.		

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FORM B – Company Information for Campuses and Services Provided

In the space below, please describe the services offered by your company. **Please print or type response. If information is illegible response may be considered unresponsive.**

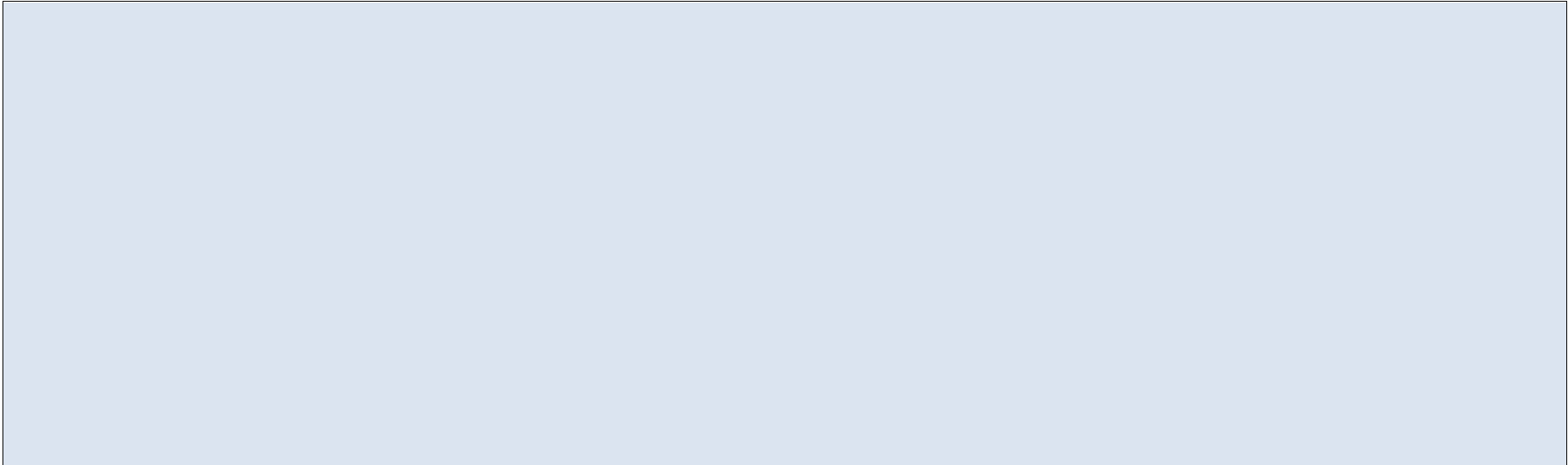
Company Name: _____

Provide complete store information for every location restaurant catering service will be provided.

Campus	Store Address	Contact Person	Phone / Fax	Email
Sugar Grove Campus				
Aurora Downtown Campus				
Aurora Fox Valley Campus				
Plano Campus				

On the next page, describe the services your company offers. Please print or type your response. You may provide a copy of your menu and services as a separate page. Information may be provided on another sheet if additional room is needed.

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FORM C – Certifications

All Bidders are required to complete and sign this form.

Respondents are cautioned to carefully read these certifications prior to signing below. Signing this page shall constitute a warranty by the undersigned that all of the statements, certifications and information set forth within these certifications are true, complete and correct as of the date signed. The undersigned is notified that if the college learns that any of the following certifications were falsely made, any contract entered into with the undersigned shall be subject to termination.

1. Human Rights Act. To the extent required by law, Contractor shall abide by the Illinois Human Rights Act, 775 ILCS 10/0.01 et seq.
2. Drug Free Workplace. To the extent required by law, Contractor shall abide with the requirements of the Drug Free Workplace Act 30 ILCS 580.1 et seq.
3. Sexual Harassment Policy. Contractor represents by the signing of this agreement that it has a written sexual harassment policy that is in accordance with 775 ILCS 5/2-105 (A) (4).
4. Non-debarment. By executing this agreement Contractor certifies that it has not been barred from public contracts in the State of Illinois for violating either 33E-3 or 33E-4 of the Public Contracts Act, 720 ILCS 5/33E-1 et seq.
5. Fair Employment Practice: Company follows all State and Federal laws regarding Fair Employment Practice as well as all rules and regulations.
6. Conflict of Interest Disclosure: Waubonsee Community College is requiring that any and all relationships with the college, its administrators, trustees, committee member, or any other employee of the college be disclosed in writing as a part of any proposal submitted. Define the relationship with any Waubonsee Community College administrator, trustee, committee members, or their immediate family member, with which your company or any of its owners, officers, trustees, employees does business with, or for which there is an opportunity to influence a related college decision.

Authorized Official Signature

Date

FORM D – Business Enterprise Program Information Form

Vendor shall provide the following information on the MBE status of its business so that the College can comply with the Business Enterprise for Minorities (MBE), Females (WBE), Persons with Disabilities Act (DBE), or Veteran Owned Business (VOB), 30 ILCS 575/1, et seq.

Identify Business Certification Status (___ MBE ___ WBE ___ DBE ___ VOB)

- African American
- Alaskan Native/Native American
- Asian American
- Disabled
- Female
- Hispanic American
- Veteran
- Not Applicable

Small Business Certification

- HUBZone small business
- Service-disabled veteran-owned small business
- Small Business
- Small disadvantaged business
- Veteran-owned small business
- Women-owned small business
- Not Applicable

Certifying Organization

- DCMS (Department of Central Management Services) Business Enterprise Program
- CMBDC (Chicago Minority Business Development Council)
- IDOT (Illinois Department of Transportation)
- WBDC (Women's Business Development Center)
- Other (Please Specify)
- Not Applicable

For more information on state certification please visit:

<http://www.illinois.gov/cms/business/sell2/bep/Pages/Default.aspx>

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FORM E – References

Contact Name

Company Name

Address

City State ZIP Code

Email address Phone

Contact Name

Company Name

Address

City State ZIP Code

Email address Phone

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Appendix A: Waubonsee's STANDARD TERMS AND CONDITIONS

Legal Entity: Waubonsee Community College District 516, commonly known as Waubonsee Community College is described herein as "Buyer" or "Waubonsee".

Seller: The "Seller" means any person, business or entity designated on this purchase order or contracted to provide "Deliverables." Deliverables means the tangible and/or intangible personal property, product, service, software, information technology, telecommunications technology, apparatus, equipment, supplies, repairs, or other goods delivered pursuant to this purchase order, including items incident to the provision of services.

Limitation of Authority: All purchases shall be made in accordance with Illinois law. No officer or employee of Waubonsee not expressly authorized under Illinois law, shall make any purchase on its behalf, or enter into any contract of purchase, verbal or written, for any Deliverable of any kind or description, or accept any of them on approval or otherwise. Seller is directed to applicable Illinois law to verify the authority of any person purportedly signing on behalf of the Legal Entity. The Buyer will not be responsible for articles delivered and/or services performed for its account without a specific written purchase order that has been authorized by the Purchasing Manager.

Governing Law and Limitation of Liability: This Agreement shall be governed and construed in accordance with the law of Illinois without reference to its conflict of laws and/or provisions. It is the intent of the parties that arbitration and mediation shall not be a remedy or prerequisite required by this contract, and any reference to "arbitration" or "mediation" contained in any contract or agreement resulting from the execution of this Purchase Order is void and of no legal effect. The parties waive any right to demand a trial by Jury and agree that the venue for litigation arising from this Purchase Order or any Contract or Agreement entered into subsequent to the execution of this Purchase Order shall be in the Circuit Court for the 16th Judicial Circuit, Kane County, Illinois regardless of the place of business or residence of Seller. The parties agree that this venue is convenient for all of them and each consent to the personal jurisdiction of such court. In the event of any litigation the prevailing party shall have the right to recover its reasonable attorney's fees and costs. Waubonsee shall not be liable to the Seller, or to any subcontractor, regardless of the form of action, for any consequential, incidental, indirect, or special damages, or for any claim or demand based on a release of information, or patent, copyright, or other intellectual property right infringement.

Indemnification: The Seller agrees to hold harmless and indemnify Waubonsee, its officers, agents, trustees and employees, and defend each of them, against any losses, damages, judgments, claims, expenses, costs and liabilities imposed upon or incurred by or asserted against Waubonsee, its officers, agents, trustees or employees, including reasonable attorneys' fees and expenses, arising out of the acts or omissions of Seller, its officers, agents or employees, resulting from or connected with Seller's performance hereunder or failure to comply with any applicable law or regulation.

Bidding: Seller certifies that it is not barred from bidding on agreement/contract as a result of a conviction for either bid rigging or bid rotating under Illinois law. Waubonsee reserves the right to reject any and all bids, and waive any bid irregularities.

Purchases: A purchase order is required for all orders. Seller shall invoice Buyer for the goods at the time of final shipment unless otherwise provided for in this purchase order. Invoices shall show the purchase order number for each separate purchase order number issued. Failure to do so may result in a delay of payment. Packing slip shall be affixed to outside of package(s), listing contents of each package and notating an authorized purchase order number. Shipments without a purchase order will be rejected at the receiving dock.

Warranty:

- 1) Seller warrants that all Deliverables furnished hereunder will be free from defects in design, material, and workmanship, and will conform to applicable specifications, drawings, samples, and descriptions. This warranty is in addition to any warranties available under law, from the manufacturer, or any standard warranty of Seller.
- 2) At the time of delivery, no software shall contain any virus, timer, counter or other limiting design, instruction, or routine that would erase data or programming or cause the software or any hardware or computer system to become inoperable or otherwise incapable of being used in the full manner for which it was designed.
- 3) No Deliverable shall violate or infringe upon the rights of any third party, including, without limitation, any patent, copyright, trademark, trade secret, or other proprietary rights of any kind.
- 4) Seller warrants that it has full title to the Deliverables and has the right to grant to Waubonsee the rights and licenses contemplated herein without the consent of any third party.

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Assignment: This purchase order may not be assigned, and no duty or right hereunder may be delegated, or monies payable hereunder, by Seller and Seller may not use any sub-contractor to perform hereunder, without the prior written consent of Buyer, which consent may be given or withheld at Buyer's sole discretion. Any assignment made without such consent shall be null and void.

Prices: Buyer accepts Seller's quote or bid prices as recorded on Seller's proposal and on this purchase order which shall not be changed prior to delivery or completion of services without Buyer's prior written agreement. Unless otherwise provided in this purchase order, the price includes all charges for freight and insurance. No separate charges, except those clearly recorded on Seller's proposal and on this purchase order can, or will be allowed. Seller represents that the price charged for the goods and services covered by this purchase order is commercially reasonable and is the lowest price charged by Seller to buyers of a class of purchasers similar to Buyer under conditions similar to those specified in this purchase order. All prices quoted are in U.S. dollars.

Cancellation:

- 1) In addition to all other rights and remedies provided for hereunder or under law (including without limitation, damages) Buyer may cancel all or any part of this purchase order:
 - a) if Seller breaches any of the terms, warranties or provisions hereof
 - b) upon the occurrence of any event entitling Buyer to reject the goods
 - c) if any insolvency proceeding is instituted by or against Seller
 - d) if Seller provides material false information to Buyer
- 2) Buyer, at Buyer's sole discretion, may cancel this purchase order at any time as to the goods not then delivered.
- 3) Buyer shall not be deemed to have canceled this purchase order unless it notifies Seller of its intent to do so in writing. Upon receipt of such notice Seller will immediately stop work and notify any other parties performing any part of the work to stop work and will protect property in Seller's possession in which Buyer has or may acquire an interest.
- 4) Unless Buyer exercises its right to cancel because of the events described in paragraph (1) above or because of other event or condition caused by or under the control of Seller, Seller may claim:
 - a) Reimbursement for actual out-of-pocket cost incurred by Seller as a result of such cancellation (exclusive of costs for materials that Seller can use on other orders) and
 - b) A reasonable profit on the work performed by Seller prior to cancellation. Such claim must be made within twenty (20) days of the notice of cancellation and the total amount of such claim shall not exceed the purchase price for the completed goods. In the event of cancellation Seller shall deliver to Waubensee all material and information as may have been involved in the provision of services or Deliverables to the date of termination.

Taxes: Waubensee Community College is exempt from Federal Excise and State Sales Taxes and such taxes shall not be included in prices. Federal Excise Tax Exception Certificate will be furnished upon request.

Articles or Services: Deliverables and/or services to be delivered or performed shall be in accordance with the terms, prices, delivery time, specifications, and conditions as recorded on Seller's proposal and as itemized on this purchase order. Stated delivery time must be adhered to. Buyer reserves the right to cancel this order if Seller does not make deliveries as specified on this order. No substitutions of articles or change of any nature shall be made without written authorization from the Buyer.

Inspection, Acceptance and Payment by Buyer: All Deliverables shall be received subject to Buyer's right to inspection and rejection. Those rejected as a result of inspection will be held for Seller's inspection at Seller's risk and, if Seller directs, will be returned at Seller's expense. Freight to and from original destination for excess goods except for customary quantity variations recognized by trade practice, will be paid by Seller. Payment for Deliverables on an order prior to inspection shall not constitute acceptance.

Responsibility for Deliverables and Risk of Loss: All shipments are to be made "F.O.B. Destination" unless otherwise specified on Seller's proposal and on this purchase order and accepted by Buyer. Seller assumes and accepts that all risk of loss of goods covered hereby shall be borne by Seller until goods have been received and accepted by Buyer or received, installed, and accepted by Buyer, whichever is applicable. When articles are sold "F.O.B. Point of Origin" and the purchase order confirms this, Seller is to prepay shipping charge and record prepaid charges on invoice and attach the original receipt, freight bill or express receipt to the invoice.

OSHA: All equipment and material shall be in accordance with applicable OSHA Rules and Regulations in effect at the time of order.

MSDS: Seller shall forward any required material safety data sheet (MSDS) to Buyer on all products subject to this order.

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Prevailing Wage: When a contract/order requires construction of Public Works as defined in the Illinois Prevailing Wage Act, including new structures, renovation, remodeling and expansion of existing structures, maintenance and repair of equipment on a construction site, transportation of equipment or materials to or from a construction site:

- 1) Seller and its subcontractors must pay prevailing wage to any laborers or workers working on the project. It is Seller's responsibility to determine the appropriate current prevailing wage rate.
- 2) Seller shall maintain a certified payroll which will be required prior to payment, and shall be required to submit a Wage Certification Form and maintain records in accordance with the Prevailing Wage Act [820 ILCS 130/1-12]
- 3) Prior to payment of the purchase price, Seller shall furnish lien waivers, releases, affidavits, and other documents as Buyer requires, keeping Buyer's premises lien free.

Bonds: For Public Works projects over \$50,000, the Seller shall furnish a Performance Bond and a Labor and Material Bond in an amount equal to the contract before commencing work. The surety on the bond shall be a company that is licensed by the Department of Insurance authorizing it to execute surety bonds and the company shall have a financial strength rating of at least A- as rated by A.M. Best Company, Inc., Moody's Investor Service, Standard & Poor's Corporation, or a similar rating agency.

Confidential Data: Seller shall develop, implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all confidential data, whether in hard copy or electronically maintained or transmitted, received from, or on behalf of Waubonsee or its students. These measures will be extended by contract to all subcontractors used by the Seller. Unless authorized by Waubonsee, Seller may not copy, store, or transmit unencrypted confidential and sensitive data on non-Waubonsee-owned/leased computing devices, or other portable storage or computing devices. Seller shall destroy such data when they are no longer needed for the purpose for which they were released.

Non-Disclosure: Seller shall not announce this agreement and relationship in any press releases or other publications, or use Waubonsee's name or logo's in any marketing materials without prior written consent of Waubonsee.

- 1) All information that is obtained and work performed under this agreement and the Seller's Waubonsee Community College contract/order is considered sensitive, may or may not require use of sensitive and personal data and information and falls under one or more categories of information that is subject to protection from disclosure and misuse, including but not limited to: personal information and highly restricted personal information in connection with law enforcement sensitive data and information, the Privacy Act of 1974, 5 U.S.C. § 552a et. seq., the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g et seq. (FERPA), and personal information as defined under and governed by the Personal Information Protection Act, 815 ILCS 530 et seq.
- 2) Seller agrees to comply with all federal and state statutes, rules and regulations as identified in the Waubonsee Acceptable Usage Agreement (located at www.waubonsee.edu/it), understands that disclosure of any information, by any means, for a purpose or to an extent unauthorized herein, shall be grounds for immediate termination of the contract/order and this agreement, and may subject the offender to criminal and civil sanctions.
- 3) All source materials/data/information and resultant work products compiled or created and any information or portion of information derived therefrom are the property of the Waubonsee Community College and must not be used by Seller for any purpose other than the purpose outlined by the contract/order and this agreement.
- 4) Neither Seller, nor its officers, directors, agents, or employees shall divulge, sell, or distribute any information obtained from Waubonsee Community College or derived therefrom at any point in time to a third party, even after termination or expiration of a contract/order, except as may otherwise be required by law.
- 5) Seller shall notify each of its officers, directors, agents, and employees having access to the Waubonsee Community College information that such information may be used only for the purpose and to the extent authorized in this contract.

Insurance: During the term of this agreement, upon Buyer's request, Seller shall maintain, and require its subcontractors to maintain, insurance policies with limits acceptable to Buyer, to protect against claims that may arise from this purchase order. In addition, Seller and its subcontractors shall maintain Workman's Compensation insurance and Comprehensive Automobile Liability insurance coverage in amounts as required by Illinois law. Seller may be required to provide additional insurance as noted in the BID/RFP documents including but not limited to professional liability, E & O (Errors and Omissions), environmental liability and umbrella coverage. Waubonsee, its officers, agents, employees and assigns as will be named as Additional Insured thereunder on a primary and noncontributory basis and certificate holder for all work performed on Buyer's property.

Independent Contractor: Seller shall perform its obligations as an independent contractor of Waubonsee and nothing herein shall be deemed to constitute Seller and Waubonsee as partners, joint venturers, or principal and agent. Seller has no

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Wednesday, July 14, 2021 at 1:00 p.m.**

authority to represent Waubonsee and shall not represent that it or any of its subcontractors are in any manner agents or employees of Waubonsee.

License: Upon payment in full for software, Seller grants to Waubonsee a perpetual, non-exclusive, worldwide, irrevocable, fully paid right and license to install and use the software on all computing devices used by or for the benefit of Waubonsee. This license is subject to the limitation on the maximum number of end users or other limitations listed on Seller's proposal, but if none, this license shall be deemed to be enterprise-wide and the software may be used by all Waubonsee end users without any maximum number. Any Deliverable under this purchase order that may be subject to a copyright shall be considered a "work for hire" as defined by the U.S. Copyright Act and shall be owned by Waubonsee and Waubonsee shall be considered the author of such item. If a Deliverable shall not be considered a "work for hire" under the U.S. Copyright laws, Seller hereby irrevocably assigns all right, title, and interest in the Deliverable, including all intellectual property rights effective from the moment of creation of the Deliverable.

Smoke Free Campus: The policy of the Waubonsee Board of Trustees is to have a smoke free college environment. Smoking on college grounds and inside college facilities and college vehicles is prohibited. Smoking is only permitted inside private vehicles.

Affirmative Action/Equal Opportunity: Waubonsee Community College is an Affirmative Action/Equal Opportunity Employer and does not discriminate against any employee or service provider because of race, sex, color, age, religion, national origin, marital status, veteran's status, physical or mental disability or any other protected status under federal or state law.

Entire Agreement: This purchase order, together with any written documents incorporated by reference, constitutes the entire agreement between Buyer and Seller with respect to this transaction and supersedes all previous communications. Any additional or different terms by the Seller or Seller's acknowledgement are rejected by the Buyer unless expressly agreed to in writing by an authorized representative of the Buyer. This agreement shall be binding upon and inure to the benefit of all heirs, personal representative, successors and assigns of the Seller.

Appendix B: INSURANCE COVERAGE REQUIREMENTS

1. Compliance with Law. Vendor shall comply with all applicable laws, ordinances, rules and regulations relating to food service sanitation, safety and health, and shall maintain all necessary licenses and permits.
2. Insurance: Any Catering vendors providing services to Waubensee Community College (WCC) shall maintain insurance as follows:
 - a. Workers Compensation Insurance. Vendor shall maintain workers' compensation coverage as required by state law covering all of its employees in connection with food service operations. Coverage shall include a waiver of subrogation.
 - b. Commercial General Liability Insurance. Vendor shall maintain Commercial General Liability Insurance with a combined single limit of not less than Five Million Dollars (\$5,000,000.00) for each occurrence, including but not limited to the operations and activities of the vendor under the agreement and, upon request, shall provide WCC with a certificate and endorsements evidencing such policies. The insurance policies shall contain covenants by the issuing company that the policies shall not be canceled without thirty (30) days' prior written notice of cancellation. Waubensee Community College shall be named as an additional insured on a primary and not contributory basis under the vendor's policies of insurance.
 - c. Automobile Liability. Vendor shall maintain Automobile Liability Insurance with a combined single limit of not less than Five Million Dollars (\$1,000,000.00) for each occurrence and, upon request, shall provide WCC with a certificate and endorsements evidencing such policies.
3. Indemnity. Except as otherwise expressly provided in this agreement, Vendor shall defend, indemnify and hold WCC harmless from and against all claims, liability, loss and expense, including reasonable collection expenses, attorneys' fees and court costs which may arise because of the negligence, misconduct, or other fault of the indemnifying party, its agents or employees in the performance of its obligations under the agreement. Notwithstanding the foregoing, with respect to property damage, for which the parties maintain a system of coverage on their respective property, and based on the representations contained in section 2 above, each party hereto waives its rights, and the rights of its subsidiaries and affiliates, to recover from WCC hereto and its subsidiaries and affiliates for loss or damage to buildings, equipment, improvements and other property of every kind and description resulting from fire explosion or other cause normally covered in standard broad form property insurance policies. This clause shall survive the termination of the agreement.

END OF DOCUMENT