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**University of Southern Indiana**

**Pouring Rights**

**REQUEST FOR PROPOSAL**

**RFP NO. 23-7-32105-03000**

**Issue Date: 1-16-23**

**DUE DATE: 3-16-23**

# REQUEST FOR PROPOSAL

RFP NO. 23-7-32105-03000

The University of Southern Indiana is requesting sealed proposals from qualified firms or individuals for the provision of Pouring Rights.

Proposals should be emailed to [jsponn@usi.edu](mailto:jsponn@usi.edu) or be addressed and delivered to Procurement, located in the Support Services Building, University of Southern Indiana, 8600 University Blvd. Evansville, IN 47712 on or before 2:00 P.M., CDT on Thursday, March 16, 2023.

# PURPOSE OF THE RFP

1. BACKGROUND INFORMATION

The food service operation at USI plays a vital role in providing for more than 3,000 customers each day. The size of the institution, enrollment characteristics, and the variety of our food service needs create a challenging service environment. The University is committed to providing the highest quality food service program that can offer Residence Hall board operations, a multifaceted cash operation, satellite services, and a catering program, all of which exceed market standards.

1. INTENT

This Request for Proposal will convey pouring rights on the USI campus, 8600 University Blvd. Evansville, IN 47712 effective July 1, 2023. All food service contracts (new and/or existing) will be required to pour the products of the successful proposer(s) from this current solicitation.

The University reserves the right to make an award for all the beverage categories to a single supplier or make an award for any combination of beverage categories to one or more suppliers, at the sole discretion of the University.

1. TERM OF CONTRACT

The term of the contract shall be a variable term of five (5), ten (10) or fifteen (15) years, with an option to renew, for a total term not to exceed 15 years.

# INSTRUCTIONS TO PROPOSERS

1. Proposals should be emailed to [jsponn@usi.edu](mailto:jsponn@usi.edu) or be addressed and delivered to Procurement, located in the Support Services Building, University of Southern Indiana, 8600 University Blvd. Evansville, IN 47712 on or before 2:00 P.M., CDT on Thursday, March 16, 2023.

Proposals should include:

Name of Proposer

Title of Proposal

RFP Number

Date and Time Proposal is Due

2. No telephone or facsimile proposals will be considered. Proposals received after the time and date for closing will be returned to the proposer unopened.

3. Proposals must be submitted as a document set.

4. You may withdraw your proposal at any time prior to the time and date set for closing.

5. No department, school, or office at the University has the authority to solicit or receive official proposals other than Procurement. All solicitation is performed under the direct supervision of the Director of Procurement and in complete accordance with University’s policies and procedures.

6. The University reserves the right to conduct discussions with proposers, and to accept revisions of proposals, and to negotiate price changes. During this discussion period, the University will not disclose any information derived from proposals submitted, or from discussions with other proposers. Once an award is made, the solicitation file, and the proposals contained therein, are in the public record and will be disclosed upon request.

7. Proposers submitting bids which meet the selection criteria, and which are deemed to be the most advantageous to the University may be requested to give an oral presentation to a selection committee. Procurement will coordinate the scheduling of these oral presentations.

8. The award shall be made to the proposer whose bid is determined to be the most advantageous to the University based on the evaluation factors set forth in this Request for Proposal. Price, although a consideration, will not be the sole determining factor.

9. If you are submitting any information you consider to be proprietary, you must place it in a separate envelope and mark it "Proprietary Information". If the Director of Procurement concurs, this information will not be considered public information. The Director of Procurement is the final authority as to the extent of material, which is considered proprietary or confidential. Pricing information cannot be considered proprietary.

1. The University, and its contracted food supplier, have the option to purchase products from the distribution source that makes the most sense to the buyer.
2. Your proposal should be submitted in the format shown in **Form of Proposal/Special Instructions**. Proposals in any other format will be considered informal and may be rejected. Conditional proposals will not be considered. An individual authorized to extend a formal proposal must sign all proposals. Proposals that are not signed may be rejected.
3. The University reserves the right to reject any or all proposals or any part thereof, or to accept any proposal, or any part thereof, or to withhold the award and to waive or decline to waive irregularities in any proposal when it determines that it is in its best interest to do so. The University also reserves the right to hold all proposals for a period of 60 days after the opening date and the right to accept a proposal not withdrawn before the scheduled proposal opening date.
4. The successful proposer is expected to enter into a standard form of agreement approved by the University of Southern Indiana. The University of Southern Indiana contract terms and conditions are included in this Request for Proposal in **Terms & Conditions**. These terms and conditions are intended to be incorporated into the agreement between the University and the successful proposer. Proposals that are contingent upon any changes to these mandatory contract terms and conditions may be deemed nonresponsive and may be rejected. Special terms and conditions address subjects that are important to the University. Proposers may suggest alternatives to these special terms and conditions. However, proposals that are contingent upon any changes to these special terms and conditions will be at a competitive disadvantage in the proposal evaluation process.
5. Unless specifically stated to the contrary, any manufacturer's names, trade names, brand names or catalog numbers used in the specifications of this Request for Proposal are for the purpose of describing and/or establishing the quality, design and performance required. Any such reference is not intended to limit or restrict an offer by any proposer and is included in order to advise the potential proposer of the requirements for the University. Any offer, which proposes like quality, design, or performance, will be considered.
6. May: Indicates something that is not mandatory but permissible/ desirable.

Shall, Must, Will: Indicates mandatory requirement. Failure to meet these mandatory requirements will result in rejection of your proposal as non-responsive.

Should: Indicates something that is recommended but not mandatory. If the proposer fails to provide recommended information, the University may, at its sole option, ask the proposer to provide the information or evaluate the proposal without the information.

1. Any person, firm, corporation, or association submitting a proposal shall be deemed to have read and understood all the terms, conditions, and requirements in the specifications/scope of work.
2. All responses and accompanying documentation will become the property of the University at the time the proposals are opened.
3. All formal inquiries or requests for significant or material clarification or interpretation, or notification to the University of errors or omissions relating to this Request for Proposal must be directed, in writing or emailed, to:

Jeff Sponn, Director of Procurement

Support Services Building

University of Southern Indiana

8600 University Blvd.

Evansville, IN 47712

Tel: 812-464-1982

Email: [jsponn@usi.edu](mailto:jsponn@usi.edu)

Note that the University will answer informal questions orally. The University makes no warranty of any kind as to the correctness of any oral answers and uses this process solely to provide minor clarifications rapidly. Oral statements or instructions shall not constitute an amendment to this Request for Proposal. Proposers shall not rely on any verbal responses from the University.

1. The University shall not reimburse any proposer the cost of responding to a Request for Proposal.

**SPECIFICATIONS/SCOPE OF WORK**

1. The University offers pouring rights for beverages as defined below:

Beverages are defined as:

Fountain Syrup All BIB fountain syrup used in post mix beverage dispensing systems.

Carbonated Soft Drinks All refrigerated carbonated flavored drinks.

Non-Carbonated Soft Drinks All refrigerated non-carbonated flavored drinks, to include tea and coffee-based drinks.

Sports Drinks Non-carbonated refrigerated drinks intended to replenish nutrients lost through heavy exertion or sports.

Juice Non-carbonated refrigerated drinks containing at least seventy percent (70%) natural juice by volume.

Water All bottled water including, spring, mineral, and sparkling.

Energy Drinks All drinks containing additives or stimulants associated with activity.

Proposer may offer other categories of beverages as options for additional compensation, per the Pricing Schedule.

Proposer shall provide a complete list of all products offered. Proposer shall describe how it proposes to maintain that a variety of products shall be served.

Proposer shall be provided past year usage reports.

2. These pouring rights will include all services on the University of Southern Indiana campus 8600 University Blvd. Evansville, IN 47712.

3. Proposer shall list and describe the beverage related equipment to be placed in the food service locations and shall propose how they will upgrade this equipment over the course of the agreement so that food service customers benefit from state-of-the-art beverage equipment.

4. Proposer shall identify other financial and non-financial benefits that could accrue to the University relative to the service areas included within the Scope of Work. This could include, but is not limited to, any proposed support services, paper products, or marketing and advertising.

1. Payment for these pouring rights will be made on an annual basis. Each annual payment will be due the first day in August after the completion of each contract year. Assuming a start date of July 1, 2023, and yearly ending date of June 30, 2024, the first annual payment will be made on August 1, 2023. Late payments will incur interest. If payments are not received by the University on the due dates prescribed above, the unpaid payment. shall accrue interest at eighteen percent (18%) per year. All such amounts shall be calculated on a daily basis and shall be due and owing in the same manner and at the same time as the payments. For example, if a payment of $10,000 was ten days late, then the interest would be calculated as $10,000 times (18% divided by 365 times 10 days) or .00493151. The amount of interest due would be $49.32.
2. Proposer may be required to present an oral presentation unless the University determines that the presentation would not be advantageous.
3. Proposer shall describe, in detail, any non-cash contributions offered to the University over the term of the agreement.
4. All Full-Service Vending machines are to have debit/credit card readers installed.
5. ValidFill or similar product must be used in various Food Service locations. Currently, ValidFill is installed in Food Service venues.
6. Volume, usage breakdowns for past years available upon request.

**PROPOSER QUALIFICATIONS**

The University is soliciting proposals from firms, which are in the business of providing services as listed in this Request for Proposal. Proposal shall include, at a minimum, the following information. Failure to include these items may be grounds for rejection of your proposal.

The proposer shall present evidence the firm or its officers have been engaged for at least the past three (3) years in providing services as listed in this Request for Proposal.

**EVALUATION CRITERIA**

Proposals evaluated on the following criteria, listed in order of their relative priority with most important listed first:

1. Total net dollar payments to the University over the term of the agreement.
2. The value, as determined by the University in its sole judgment, of non-cash contributions to the University over the term of the agreement.
3. The prices charged to the University and the maximum price escalation schedule.
4. Energy efficiency of vending equipment provided.
5. Proposed use of Small Business, Women and Minority, and Veteran subcontractors and suppliers.
6. Oral presentation, if applicable.

**PAYMENT & COMMISSION SCHEDULE**

1. In consideration for the pouring rights for Carbonated Soft Drinks (including bag-in-the-box, bottled and canned products), Non-Carbonated Soft Drinks, Sports Drinks, Juice, energy drinks and Bottled Water, offered in this solicitation, proposer shall indicate the amount of each proposed payment to the University at the start of each year based on a 5 year agreement, a 10 year agreement, and a 15 year agreement:

Pricing based on a 5-year agreement

50/50 split of products 100% of products

Annual contribution Annual contribution

|  |  |  |  |
| --- | --- | --- | --- |
| Year 1 | $ | Year 1 | $ |
| Year 2 | $ | Year 2 | $ |
| Year 3 | $ | Year 3 | $ |
| Year 4 | $ | Year 4 | $ |
| Year 5 | $ | Year 5 | $ |

Pricing based on a 10-year agreement

50/50 split of products 100% of products

Annual contribution Annual contribution

|  |  |  |  |
| --- | --- | --- | --- |
| Year 1 | $ | Year 1 | $ |
| Year 2 | $ | Year 2 | $ |
| Year 3 | $ | Year 3 | $ |
| Year 4 | $ | Year 4 | $ |
| Year 5 | $ | Year 5 | $ |
| Year 6 | $ | Year 6 | $ |
| Year 7 | $ | Year 7 | $ |
| Year 8 | $ | Year 8 | $ |
| Year 9 | $ | Year 9 | $ |
| Year 10 | $ | Year 10 | $ |

Pricing based on a 15-year agreement

50/50 split of products 100% of products

Annual contribution Annual contribution

|  |  |  |  |
| --- | --- | --- | --- |
| Year 1 | $ | Year 1 | $ |
| Year 2 | $ | Year 2 | $ |
| Year 3 | $ | Year 3 | $ |
| Year 4 | $ | Year 4 | $ |
| Year 5 | $ | Year 5 | $ |
| Year 6 | $ | Year 6 | $ |
| Year 7 | $ | Year 7 | $ |
| Year 8 | $ | Year 8 | $ |
| Year 9 | $ | Year 9 | $ |
| Year 10 | $ | Year 10 | $ |
| Year 11 | $ | Year 11 | $ |
| Year 12 | $ | Year 12 | $ |
| Year 13 | $ | Year 13 | $ |
| Year 14 | $ | Year 14 | $ |
| Year 15 | $ | Year 15 | $ |

Pricing based on a 5-year agreement

75/25 split of products 25/75 split of products

Annual contribution Annual contribution

|  |  |  |  |
| --- | --- | --- | --- |
| Year 1 | $ | Year 1 | $ |
| Year 2 | $ | Year 2 | $ |
| Year 3 | $ | Year 3 | $ |
| Year 4 | $ | Year 4 | $ |
| Year 5 | $ | Year 5 | $ |

Pricing based on a 10-year agreement

75/25 split of products 25/75 split of products

Annual contribution Annual contribution

|  |  |  |  |
| --- | --- | --- | --- |
| Year 1 | $ | Year 1 | $ |
| Year 2 | $ | Year 2 | $ |
| Year 3 | $ | Year 3 | $ |
| Year 4 | $ | Year 4 | $ |
| Year 5 | $ | Year 5 | $ |
| Year 6 | $ | Year 6 | $ |
| Year 7 | $ | Year 7 | $ |
| Year 8 | $ | Year 8 | $ |
| Year 9 | $ | Year 9 | $ |
| Year 10 | $ | Year 10 | $ |

Pricing based on a 15-year agreement

75/25 split of products 25/75 split of products

Annual contribution Annual contribution

|  |  |  |  |
| --- | --- | --- | --- |
| Year 1 | $ | Year 1 | $ |
| Year 2 | $ | Year 2 | $ |
| Year 3 | $ | Year 3 | $ |
| Year 4 | $ | Year 4 | $ |
| Year 5 | $ | Year 5 | $ |
| Year 6 | $ | Year 6 | $ |
| Year 7 | $ | Year 7 | $ |
| Year 8 | $ | Year 8 | $ |
| Year 9 | $ | Year 9 | $ |
| Year 10 | $ | Year 10 | $ |
| Year 11 | $ | Year 11 | $ |
| Year 12 | $ | Year 12 | $ |
| Year 13 | $ | Year 13 | $ |
| Year 14 | $ | Year 14 | $ |
| Year 15 | $ | Year 15 | $ |

2. Provide a listing of the commission structure for the products you sell.

Bottles

Cans

Fountain syrup

Juices

Energy drinks

Others

Based on the stated sales in 2022, what would the University expect to receive in commission dollars after 12 months of commission payments?

3. Proposer shall describe, in detail, other considerations offered to the University (goods in kind, Official soft drink sponsor of athletics, etc.).

**FORM OF PROPOSAL / SPECIAL INSTRUCTIONS**

To facilitate direct comparisons, proposal shall be submitted in the following format, listed in order, and index tabbed to match. If proposer fails to provide any of the following information, except for the mandatory proposal certification, the University may, at its' sole option, ask the proposer to provide the missing information or evaluate the proposal without the missing information.

1. A mandatory proposal certification.
2. The completed Payment Schedule.
3. A list of the prices charged to the University with a maximum price escalation schedule.
4. A description of the service provided, to include non-cash value offered.
5. The energy efficiency of equipment installed or placed on campus to support the service.
6. A description of any proposed value-added services.
7. The planned use of Small Business, Women and Minority Business and Veteran suppliers and/or subcontractors.

**PROPOSAL CERTIFICATION**

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

(date)

Procurement

University of Southern Indiana

8600 University Blvd.

Evansville, IN 47712

The undersigned certifies that to the best of his/her knowledge: (check one)

() There is no officer or employee of University of Southern Indiana who has, or whose relative has, a substantial interest in any contract award pursuant to this proposal/bid.

() The names of any and all public officers or employees of University of Southern Indiana who have, or whose relative has, a substantial interest in any contract award pursuant to this proposal/bid are identified by name as part of this submittal.

The undersigned further certifies that their firm (check one) IS \_\_\_\_\_ or IS NOT \_\_\_\_\_ currently debarred, suspended, or proposed for debarment by any federal entity. The undersigned agrees to notify the University of any change in this status, should one occur, until such time as an award has been made under this procurement action.

In compliance with Request for Proposal NO. 23-7-32105-03000 for Pouring Rights on the University of Southern Indiana campus and after carefully reviewing all the terms, conditions and requirements contained therein, the undersigned agrees to furnish such goods/services in accordance with the specifications/scope of work.

|  |  |
| --- | --- |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  (firm)  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  (Signature required)  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  (Print name)  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  (title) | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  (address)  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  (Phone no.)  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  (Fax no.)  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  (fed. tax id no.) |

**TERMS & CONDITIONS**

1. PAYMENT. The University's obligation is payable only and solely from funds appropriated for the purpose of this Agreement. The payment terms for this Agreement are Net 30 days. An invoice shall be submitted directly to the University's Accounts Payable Department, unless otherwise directed. The interest rate on overdue payments is eighteen (18) percent APR. Such interest will begin accruing on the thirty-first (31st) day after the latest date of the date of a valid purchase order, the date a correct supplier invoice is received at Accounts Payable, and the date of delivery of an order that is satisfactory to the requesting department. Any claims for interest must be substantiated by copies of documents that show the date a correct invoice was delivered to Accounts Payable, and the date an order was delivered to the requesting department. The University may adjust the interest period, or deny the interest claim, based upon an incorrect invoice submitted, that the order delivered was not satisfactory, or that the dates of any event were other than as claimed.
2. REMEDIES AND APPLICABLE LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana.
3. CARD READERS. All Full-Service Units must have credit/debit card readers installed. The cost to install these readers on machines, and the cost of the service fees for customers to use the card readers, will be paid for by the Proposer.
4. FORCE MAJEURE. Neither party shall be held responsible for any losses resulting if the fulfillment of any terms or provisions of this Agreement are delayed or prevented by any cause not within the control of the party whose performance is interfered with, and which by the exercise of reasonable diligence, said party is unable to prevent.
5. MODIFICATIONS. This Agreement can be modified or rescinded only by a writing signed by both parties or their duly authorized agents.
6. ASSIGNMENT-DELEGATION. No right or interest in this Agreement shall be assigned, or any obligation delegated, by Proposer without the written permission of the University. Any attempted assignment or delegation by Proposer shall be void and totally ineffective for all purposes unless made in conformity with this paragraph.
7. INTERPRETATION-PAROL EVIDENCE. This writing is intended by the parties as a final expression of their Agreement and is intended also as a complete and exclusive statement of the terms of their Agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this Agreement. Acceptance or acquiescence in a course of performance rendered under this Agreement shall not be relevant to determine the meaning of this Agreement even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this Agreement, the definition contained in the Code is to control.
8. Nondiscrimination and affirmative action. This contractor and its subcontractor(s), if any, shall abide by the requirements of Indiana Civil Rights Act, IC 22-9, Executive Order 11246 and the Equal Opportunity clauses as set forth in 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals with respect to his hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. As used herein, “contractor” shall be deemed to mean “Vendor” or “Supplier” and “contract” shall be deemed to mean this Agreement. The contractor will also comply with all applicable affirmative action reporting requirements. In addition, the contractor shall cause the Equal Opportunity clause references to be included in their subcontracts or purchases orders hereunder unless exempted by rules, regulations and orders of the Secretary of Labor issue pursuant to Section 201 of the Executive Order 11246 and 11375 as amended.
9. TERMINATION FOR DEFAULT. In the event that the Proposer shall fail to maintain or keep in force any of the terms and conditions of this Agreement, the University may notify the Proposer in writing of such failure and demand that the same be remedied within 10 days. Should the Proposer fail to remedy the same within said period, the University shall then have the right to terminate this Agreement.
10. NO WAIVER. No waiver by University of any breach of the provisions of this Agreement by the Proposer shall in any way be construed to be a waiver of any future breach or bar the University's right to insist on strict performance of the provisions of the Agreement.
11. TERMINATION. The University may by written notice, stating the extent and effective date, terminate this order for convenience in whole or in part, at any time. The University shall pay the Proposer as full compensation for performance until such termination: (1) the unit or pro rata order price for the delivered and accepted portion; and (2) a reasonable amount, not otherwise recoverable from other sources by the Proposer as approved by the University, with respect to the undelivered or unacceptable portion of this order, provided compensation hereunder shall in no event exceed the total order price.
12. LABOR DISPUTES. Proposer shall give prompt notice to the University of any actual or potential labor dispute which delays or may delay performance under this Agreement.
13. INSOLVENCY. The University shall have the right to terminate this Agreement at any time in the event Proposer files a petition in bankruptcy, or is adjudicated bankrupt; or if a petition in bankruptcy is filed against Proposer and not discharged within thirty (30) days; or if Proposer becomes insolvent or makes an assignment for the benefit of its creditors or an arrangement pursuant to any bankruptcy law; or if a receiver is appointed for Proposer or its business.
14. ADVERTISING. Proposer agrees that it will not use the University of Southern Indiana or any of its names or trademarks in any Proposer advertising without prior University approval.
15. PAYMENT CARD INDUSTRY DATA SECURITY STANDARD: For ecommerce business and/or credit card transactions, Proposer agrees to be bound by the requirements and terms of the Rules of all applicable Card Associations, as amended from time to time, and be solely responsible for security and maintaining confidentiality of Card transactions processed by means of electronic commerce up to the point of receipt of such transactions by Bank.
16. PROPOSER TO PACKAGE GOODS. Proposer will package goods in accordance with good commercial practice. Each shipping container shall be clearly and permanently marked with the following: (a) Proposer's name and address; (b) University department's name, address and purchase order number; (c) Container number and total number of containers, e.g. box 1 of 4 boxes and (d) the number of the container bearing the packing slip. Proposer shall bear cost of packaging unless specifically otherwise provided.
17. TITLE AND RISK OF LOSS. The title and risk of loss of the goods shall not pass to the University until the University receives the goods at the point or points of delivery.
18. RIGHT OF INSPECTION. The University shall have the right to inspect the goods at delivery before accepting them.
19. NO REPLACEMENT OF DEFECTIVE TENDER. Every tender of goods must fully comply with all provisions of this Agreement as to time of delivery, quantity, quality, and the like. If a tender is made which does not fully conform, this shall constitute a breach and Proposer shall not have the right to substitute a conforming tender.
20. INSURANCE REQUIREMENTS. Without limiting any liabilities or any other obligation of the Proposer, the Proposer shall purchase and maintain (and cause its subcontractors to purchase and maintain), in a company or companies lawfully authorized to do business in the State of Indiana, and rated at least A- VII in the current A.M. Best’s, the minimum insurance coverage below:

A. Commercial General Liability, with minimum limits of $1,000,000 per occurrence, and an unimpaired product and completed operations aggregate limit and general aggregate minimum limit of $5,000,000. The University of Southern Indiana shall be named as an additional Insured with reference to this contract. The policy shall include coverage for:

Bodily Injury.

Broad Form Property Damage (including completed operations) ;(THIS AMOUNT IS PART OF THE $5,000,000)

Independent Contractors Coverage.

Personal Injury.

Blanket Contractual Liability.

Products and Completed Operations, and this coverage shall extend for one year past acceptance, cancellation or termination of the services or work defined in this contract; and

Fire Legal Liability.

B. Business Automobile Liability, with minimum limits of $1,000,000 per occurrence combined single limit, with Insurance Service Office Inc. Declarations to include Symbol One (Any Auto) applicable to claims arising from bodily injury, death or property damage arising out of the ownership, maintenance, or use of any auto. The policy shall be endorsed to name the University of Southern Indiana as an additional Insured with reference to this contract.

C. Workers Compensation and Employers Liability insurance as required by the State of Indiana Workers Compensation statutes, as follows:

Workers Compensation (Coverage A): Statutory Indiana benefits

Employers Liability (Coverage B): $500,000 each accident

$500,000each employee/disease

$1,000,000 policy limit/disease

Policy shall include endorsement for All State coverage for state of hire.

The policy shall contain an Extended Claim Reporting Provision of not less than one year following termination of the policy.

D. Certificates of Insurance acceptable to the University of Southern Indiana, its departments, agencies, boards, and commissions shall be issued and delivered prior to the commencement of the work defined in this contract and shall identify this contract and include certified copies of endorsements naming USI as Additional Insured for general liability coverages. All coverages, conditions, limits, and endorsements shall remain in full force and effect as required in this contract.

E. Failure on the part of the Proposer to meet these requirements shall constitute material breach of contract, upon which the University of Southern Indiana, may immediately terminate this agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, and all monies so paid by USI, shall be repaid by the Proposer upon demand, or USI may offset the cost of the premiums against any monies due to the Proposer. Costs for coverages broader than those required or for limits more than those required shall not be charged to USI. Proposer and its insurer(s) providing the required coverages shall waive their rights of recovery against USI.

21. SALES AND USE TAX. The Proposer agrees to comply with and to require all its subcontractors to comply with all the provisions of applicable state sales excise tax law and compensation use tax law and all amendments to same. The Proposer further agrees to indemnify and save harmless the University, of and from all claims and demands made against it by virtue of the failure of the Proposer or any subcontractor to comply with the provisions of any or all said laws and amendments.

22. PRICE ADJUSTMENT. Price changes will normally only be considered at the end of one Agreement period and the beginning of another. Price change requests shall be supported by evidence of increased costs to the Proposer. The University will not approve price increases that will merely increase the gross profitability of the Proposer at the expense of the University. Price change requests shall be a factor in the Agreement extension review process. The University shall determine whether the requested price increase or an alternate option is in the best interest of the University.

23. FURNISH AND INSTALL. The items in this proposal will be provided on a Proposer furnish and install basis. The successful Proposer shall have complete responsibility for the items or system until it is in place and working. Any special installation preparation and requirements must be submitted to the University. All transportation and coordination arrangements will be the responsibility of the successful Proposer. Delivery of equipment will be coordinated so that items will be delivered direct to the installation site. This will minimize risk of damage and avoid double handling.

24. STATEMENTS AND RECORDS. Proposer shall submit operating statements to the University for each accounting period and maintain books and records in accordance with generally accepted accounting principles. The University, at the University’s expense, shall have the right to review Proposer’s books and perform any audits.