



**The Pennsylvania State University
Housing and Food Services
Vendor Application Form**

General Information

Full Legal Business Name: _____

Business Address (mailing address)

Address Line 1: _____

Address Line 2: _____

Address Line 3: _____

City: _____

State/Province: _____

Postal Code: _____

Country: _____

Business Phone: _____

Business Website: _____

Remittance Address (where to pay bill)

Same as above

Address Line 1: _____

Address Line 2: _____

Address Line 3: _____

City: _____

State/Province: _____

Postal Code: _____

Country: _____

Contact Person

Contact Name: _____

Official Position: _____

Contact Phone: _____

Contact Email: _____

Contact Fax Number _____

Contact Cell Number: _____

Address Line 1: _____
Address Line 2: _____
Address Line 3: _____
City: _____
State/Province: _____
Postal Code: _____
Country: _____

Ordering Contact (if different from above)

Same as above

Contact Name: _____
Official Position: _____
Contact Phone: _____
Contact Email: _____
Contact Fax Number: _____
Contact Cell Number: _____

Address Line 1: _____
Address Line 2: _____
Address Line 3: _____
City: _____
State/Province: _____
Postal Code: _____
Country: _____

Pickup Location

Address Line 1: _____
Address Line 2: _____
Address Line 3: _____
City: _____
State/Province: _____
Postal Code: _____
Country: _____

Business Organization

***Please select one:**

Corporation

If so, incorporated in (State/Province): _____ Date incorporated: _____

Partnership

Sole Proprietor

Other (Please specify) _____

***Business Profile (check all that apply):**

Dealer with Inventory Stock

Dealer without Inventory Stock

Distributor

- Manufacturer/Producer
- Professionally Licensed
- Service Establishment
- Other Please Specify _____

***Number of years in business:**_____

***Is your business a branch or subsidiary of another firm?** Yes No

If yes, please specify parent company:_____

***Estimated gross receipts/sales last year:**_____

***Number of employees:**

Company Wide:_____

At this location:_____

In Pennsylvania:_____

Select the types of equipment, supplies, material, and/or services you wish to bid on and sell (select all that apply):

- Food Staples (dry goods) Perishables Frozen
- Snack Foods Proteins Services Non Food
- _____
- _____
- _____

Business Status (In accordance with Federal and Pennsylvania Guidelines)

(Question on business size/type should be referred to the Federal Small Business Administration at 1-800-U-ASK-SBA or refer to SBA website at www.sba.gov)

Business Classifications (check all that apply): *Optional

- 1 Minority Owned
- 2 Small Business
- 3 Disadvantaged Business
- 4 Women-owned Business
- 5 Other/undefined
- 7 HUB (Historically Underutilized Business) Zone
- 8 LGBT Owned Enterprise (Lesbian Gay Bisexual Transgender Business)
- Service Disabled Veteran-Owned Small Business
- Veteran Owned Small Business
- Minority Owned Enterprise (MBE)
- Women Owned Enterprise (WBE)

Are the classifications selected above certified by the Federal Government Small Business Administration?
 YES NO

Are the classifications selected above certified by the State of PA Department of General Services?
 YES NO

Are the classifications selected above certified by the National Gay and Lesbian Chamber of Commerce?
 YES NO

Although Penn State does not certify companies, a listing of agencies that offer such services can be found at:

<http://supplierdiversity.psu.edu/get-certified>

***Product Standards**

Please check all that apply. *Please note that product will be considered if it meets any or all of the guidelines listed below each standard.*

Pennsylvania/Local Standard-

1. Product is grown in Pennsylvania
2. 40% of raw materials in the finished product originate from Pennsylvania
3. Products are processed and/or manufactured in PA

Hyper-local

1. Product is grown in County in which Campus is served or adjacent counties
2. 40%of raw materials in the finished product originate in County in which Campus is served or adjacent counties

Please indicate if your company and/or products comply with the following certifications.

Sierra Club

<http://www.sierraclub.org/policy/agriculture/food>

Princeton Review

<https://www.princetonreview.com/college-rankings/green-guide/data-partnership>

STARS

<https://stars.aashe.org/>

*****If certification standards change, vendor must notify Penn State within 60 days*****

Terms:

***Payment**

Discount (%) _____ Days: _____ Net: _____ (e.g. 10%, 20 days, Net 30)

***F.O.B.**

Destination

Destination/Prepay

Other (please specify) _____

*Conflict of Interest Statement

Does any Penn State Employee serve as an officer or director of this company?

Yes No

Is any Penn State employee a partner or sole proprietor of this company?

Yes no

Is any immediate family member (spouse or dependent child) of a Penn State employee a partner or sole proprietor of this company?

Yes No

Does any member of Penn State employee's immediate family (spouse or dependent child) have an ownership of 10% or more in this company?

Yes No

Does any Penn State employee hold any paid position in this company?

Yes No

Does any Penn State Board of Trustee serve as an officer or director of this company?

Yes No

Does any member of a Penn State Board of Trustee's immediate family (spouse or dependent child) have and ownership interest of 10% or more in this company?

Yes No

If you answered yes to any of the questions in the "Conflict of Interest Statement", please identify the pertinent individual(s) and their relationship to this company:_____

All potential vendors must comply with all University Purchasing Terms and Conditions. Full terms and conditions can be found at the following link.

<http://purchasing.psu.edu/purchasing-terms-conditions>

Cold Chain Management Policies:

Housing and Food Services has instituted a Cold Chain Management process for all frozen and refrigerated deliveries. This critical objective requires all refrigerated and frozen deliveries to the Pennsylvania State University to include an electronically downloadable temperature data logger. A list of approved data loggers can be found at the following link <https://abservices.psu.edu/vendor-resources>. PSU reserves the right to refuse any delivery shipped without a data logger.

Insurance Requirements:

These terms include submitting proof of insurance before any business transactions can commence. All insurance information must be updated before expiration. Lapse in insurance coverage on the part of the vendor or applicable agents will result in immediate cancelation of all established or pending contracts. The Pennsylvania State University or Housing and Food Services will not be responsible for any costs incurred on the part of the vendor due to such cancellations.

In compliance with University policies all Contractor/Supplier/Vendor, and any Subcontractor thereof, shall, at its own expense, carry and maintain the following insurance during the term of this Agreement, in amounts not less than that specified for each type. A self-insured program may be substituted for an insured program only after such self-insured program is reviewed and approved by the University's Risk Management Office.

Such insurance or self-insurance shall be primary and non-contributory to the University's insurance and self-insurance coverage.

The limits required for the Employers' Liability, Automobile Liability and Commercial General Liability insurance coverages may be satisfied through primary insurance or a combination of primary and umbrella/excess liability insurance as long as the umbrella/excess liability insurance follows the form of the primary coverage.

Failure to procure, carry, and maintain the following insurance or self-insurance shall not relieve the Contractor/Supplier/Vendor, and any Subcontractor thereof, of any obligation or liability assumed under the Agreement, nor of any obligation or liability imposed by law.

In no event shall the liability of the Contractor/Supplier/Vendor be limited to the extent of any insurance or self-insurance or the minimum limits required herein.

Any self-insured retentions, deductibles, and exclusions in coverage in the insurance required shall be assumed by and at the sole risk of the Contractor/Supplier/Vendor.

The Contractor/Supplier/Vendor or its insurers must provide thirty (30) days advanced written notice to the University of any cancellation or material reduction in the required insurance or self-insurance programs below.

All insurance policies except the Workers' Compensation must contain a waiver of subrogation against the University.

All insurance coverages (except those that are self-insured and approved by the University) must be written with an insurer licensed to conduct business in Pennsylvania and rated not less than A- by A. M. Best.

In the event the Contractor/Supplier/Vendor fails to maintain and keep in force the insurance coverages required, the University shall have the right to immediately terminate the Agreement.

The insurance requirements shall be subject to University review and approval, on an annual basis, during the term of this Agreement.

- 1.) **Workers' Compensation** for statutory obligations imposed by workers' compensation and occupational disease laws. **Employers' Liability** insurance shall be provided with limits of not less than \$500,000 for each subcategory of coverage.
- 2.) **Automobile Liability** insurance (Bodily Injury Liability and Property Damage Liability) for all owned, leased, hired, non-owned vehicles with limits not less than \$1,000,000 Combined Single Limit.
- 3.) **Commercial General Liability** insurance including coverage for bodily injury, property damage, and personal injury for premises and operations, products and completed operations, and contractual liability arising from all operations, written on an occurrence basis with limits not less than \$1,000,000, and which must apply to ongoing operations. Medical Expense coverage must be written with a limit of not less than \$10,000 per person. "The Pennsylvania State University" must be named as an additional insured.

An Insurance Certificate evidencing the above required insurance coverages, limits, primary and non-contributory provisions, the Commercial General Liability additional insured provision, excess following form provisions, and waiver of subrogation provisions, must be provided to the University with the Certificate Holder as follows:

The Pennsylvania State University
c/o Housing and Food Services
012 Housing and Food Services Building
University Park, PA 16802

Food Safety and Inspection Requirements:

Housing and Food Services Vendors must comply with applicable USDA, FDA ,PA Bureau of Food Safety Regulations and/or other state inspection agency requirements applicable to the product categories of items supplied to or manufactured for the University.

The University requires that vendors submit records of their most recent inspections, certifications and any other form of licensing from the above Safety Regulators when submitting this vendor application form. The vendor must also update this information as new inspections are completed.

All Food Vendors must submit a copy of most recent Pennsylvania Department of Agriculture or other applicable state or local safety inspection results and current license documentation. Updated reports must also be submitted annually, or as expiration or renewal warrants. Vendors that are found to not be in compliance with inspection requirements will have all orders or contracts canceled or suspended with no recourse available to the vendor.

Product Specifications and Requirements:

- Vendors must provide ingredient lists and complete nutritional and allergen information for all products supplied to the University prior to delivery
- Vendor may not substitute any product without explicit permission from the HFS Purchasing Office. This includes change in manufacturer, product specification, grade, pack, county of origin, producer, co packer or any other product standard
- Vendor must notify the HFS Purchasing Office of any pack modifications prior to delivery
- Unless otherwise specified in the product specification or elsewhere, all products must be received by PSU with a minimum 70% of the manufacturer's shelf life remaining upon receipt
- The vendor must notify the HFS Purchasing Office of any Product Discontinuations within 7 days of the announcement that the product has been discontinued
- The vendor must notify the HFS Purchasing Office of product ingredient changes a minimum of 30 days prior to shipment of any changed product. Upon an ingredient change, the vendor must resubmit ingredient lists and complete nutritional and allergen information for the item that has changed. Ingredient changes must be clearly marked on updated information.

Staffing Requirements

All vendor personnel on the University premises, regardless of task, shall be clearly identifiable, when performing any and all tasks. VENDOR's employees or agents shall be in a clean logoed uniform and shall carry company issued photo identification and shall present such documents to anyone on request.

All staff conducting work on campus must abide by all University staffing standards including HR 99 and AD 39 policies. Please see the links below:

<https://policy.psu.edu/policies/hr99>

<https://policy.psu.edu/policies/ad39>

<https://policy.psu.edu/policies/ad72>

Vendor Parking Permits:

In compliance with University policies, all vendors delivering to University Park Campus locations other than Housing and Food Services Warehouse, must obtain a University Delivery parking permit. Please contact the University Parking office at 814-865-1436 to obtain a permit.

Warehouse Scheduled Deliveries:

Housing and Food Services requires that all inbound warehouse shipments obtain a pre-scheduled delivery appointment. Delivery appointments are available Monday through Friday, 7 am to 2 pm. Please email hfswhseappreq@psu.edu to obtain a delivery appointment request form. This only affects deliveries to the HFS Warehouse facility. *Please note that failure of the vendor or carrier to schedule appointments with sufficient advanced notice to find mutually agreeable delivery times, does not release the vendor from responsibility to meet product delivery requirements.*

Additional Terms

All discussions of pricing, products, and/or services are to only take place with the Penn State Housing and Food Services Purchasing staff. ***Vendors are NOT permitted to directly contact any other Housing and Food Services Staff without the explicit permission of the HFS Purchasing Office.***

Violation of any terms or conditions may result in immediate termination of all established or pending contracts. The Pennsylvania State University or Housing and Food Services will not be responsible for any costs incurred on the part of the vendor due to such cancellations.

The University shall not be responsible for any cost incurred by the Supplier in the preparation of this form or the supplier's actions to comply with University Terms and/or Conditions. It must be specifically understood that this form does not create any obligation on the part of Penn State Housing and Food Services or any part of The Pennsylvania State University to enter into any contract or undertake any financial obligation with the supplier.

Any supplier who expends time or money prior to award of any business does so at the supplier's own risk and expense.

Please indicate you have read, understand and comply with University terms and conditions.

Yes No

*Information completed by:

*Name: _____

*Position: _____

*Phone: _____

*E-mail: _____

*Date: _____

The Vendor agrees to abide by all standards and requirements as stated herein.

Name _____

Signature _____ Date _____