THE CHANCELLOR RECOMMENDS:
that the Board of Trustees approve the ratification of purchase orders to Testa Produce Company for the purchase of produce goods at a total cost not to exceed $210,000.

VENDOR: Testa Produce Company
4555 South Racine
Chicago, Illinois 60609

USER: Kennedy-King College, Washburne Culinary and Hospitality Institute and Childcare Center

ORIGINAL TERM:
The original term of this purchase shall commence on August 3, 2017 and shall end on August 2, 2019 with two (2) additional options to renew for one (1) year each.

AMENDED TERM:
The original term of this purchase shall commence on August 3, 2017 and shall end on June 30, 2021. There shall be up to two (2) additional options to renew for up to one (1) year each.

SCOPE OF SERVICES:
Testa Produce Company will continue to provide fresh produce, specialty items and full access to its FarmLogix program for the Washburne Culinary and Hospitality Institute and Childcare Center in support of culinary instruction and catering.

BENEFIT TO CITY COLLEGES OF CHICAGO:
A key success factor for the Washburne Culinary and Hospitality Institute (WCHI) is providing students with exposure to a wide variety of produce. Developing individual contracts with the volume of distributors necessary to provide an adequate amount of exposure has been a challenge, nor is that model administratively efficient. This relationship is a great alternative. Buying from Testa Produce Company and the FarmLogix program will provide access to over 300 local farms through one distributor. Farmers truck in orders to one of three FarmLogix aggregation centers who will then deliver to WCI and issue only one invoice instead of many from multiple farms.

Additionally, the local farmers are focused on providing healthy and fresh foods. This is a core mission for WCHI; exposing WCHI students and the KKC community with access to healthy eating (WCHI feeds a large of segment of the community via its Sikia, the Parrot Cage and Fountain Café restaurants). Lastly, the online system will assist with inventory management and the timely ordering of items that are low on stock.

The requested additional authorization is predicated on two factors:
1. Pricing increases on commodity items due to weather, fuel costs and market forces beyond our controls.
2. Childcare Account added to existing Testa Produce account has increased monthly purchases that will exceed the $25,000 annual spend that WCHI has been maintaining over since 2017.
The requested increase will allow WCHI and the Childcare center at Kennedy-King College to continue to order commodity products; i.e. fresh produce; to support existing operations.

**DELIVERABLES:**
Testa Produce Company will provide WCHI with full access to the Farm Logix program and deliver fresh produce and specialty items as needed.

**VENDOR SELECTION CRITERIA:**
Testa Produce will be used by Washburne Culinary and Hospitality Institute and Childcare Center as the distributor for perishable food items. Pursuant to state law, perishable goods are exempt from the District’s competitive bidding requirements.

**MBE/WBE COMPLIANCE:**
The Office of Contract Compliance has reviewed the above referenced purchase request and has determined the Vendor has complied with the Board Approved Participation Plan and recognizes Testa’s robust supplier diversity program that includes the following local vendor(s):

<table>
<thead>
<tr>
<th>Vendor</th>
<th>MBE or WBE</th>
<th>%</th>
<th>Direct or Indirect</th>
<th>Certifying Agency</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cristina Foods, Inc.</td>
<td>MBE</td>
<td>DUR*</td>
<td>Direct</td>
<td>Cook County</td>
</tr>
<tr>
<td>4555 S. Racine</td>
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<td></td>
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<tr>
<td>Chicago, IL 60607</td>
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</tbody>
</table>

*depends upon requirement

**GENERAL CONDITIONS:**
Inspector General- It shall be the duty of each party to the agreement to cooperate with the Inspector General for City Colleges of Chicago in any investigation conducted pursuant to the Inspector General’s authority under Article 2, Section 2.7.4(b) of the Board Bylaws.

Ethics – It shall be the duty of each party to the agreement to comply with the applicable Provisions of the Board’s Ethics Policy adopted January 7, 1993, and as amended by the Board.

Contingent Liability – Pursuant to Section 7-14 of the Illinois Public Community College Act, all agreements authorized herein shall contain a clause that any expenditure beyond the current fiscal year.

**FINANCIAL**
Total: $210,000

**Sources of Funds:** Education Fund, Auxiliary/Enterprise Fund, and Grant Fund

**FY19:**
- 540000-00003-1230150-10000
- 540000-07005-1240100-60000
- 540000-07005-1240300-60000
- 540000-07504-1065000-60000
- 540000-21000-1065000-40000

Respectfully submitted,

Juan Salgado,
Chancellor

December 6, 2018 – Kennedy-King College