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Procurement Services

Lowden Hall Room 107

DeKalb, Illinois 60115

State of Illinois

Public Institutions of Higher Education

Invitation for Bid

*Sealed Bids will be accepted in the above office until:*

**BID OPENING TIME & DATE: 2 PM CDT, Friday, June 23, 2017**

**FOR**

**BID # JMT164724**

**BID TITLE: Neptune Hall Dining Equipment**

Responding Vendor’s Company Name (Vendor, please fill in):\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Vendor Contact Email Address:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**VENDORS MUST RETURN ONE (1) ORIGINAL AND TWO (2) USB THUMBDRIVES OF THEIR BID RESPONSES.** Bid responses received after the opening time stated above MUST BE REJECTED.

Direct questions regarding this Invitation for Bid (IFB) to:

**Jean Ann M. Thomas**

**Procurement Services, Lowden Hall 107, Northern Illinois University, DeKalb, IL 60115**

**Phone: 815-753-9558 Fax: 815-753-6800 Email:** **jathomas@niu.edu**

THIS COVER SHEET MUST BE COMPLETED AND ATTACHED TO YOUR BID RESPONSE.

**Please Note: Vendors MUST be registered with the Illinois Secretary of State (unless a sole proprietor) AND the Illinois State Board of Elections.**

Northern Illinois University requests responses from responsible vendors to meet its needs. A brief description is set forth below, with detailed requirements in subsequent sections of this solicitation. If you are interested and able to meet these requirements, the University appreciates and welcomes a response.

Brief Description / Scope of Work:

To provide and deliver (inside delivery) freight included, F.O.B. Northern Illinois University (NIU), Neptune Central, 770 Lucinda Ave., DeKalb, IL 60115, **FOOD SERVICE EQUIPMENT FOR NEPTUNE DINING** as listed in accordance with this bid and referenced specifications. All merchandise is to be new, and no gray market, demonstration, or refurbished merchandise is acceptable.

Delivery/Shipping (and any possible Fuel Surcharges) are to be included in all bid pricing (i.e., Quoted as “Delivered” Pricing), F.O.B. Northern Illinois University, DeKalb, IL 60115. The Vendor is responsible for merchandise until it reaches NIU and is delivered to the specified location.

For items identified in the solicitation as “brand name or equal”, this solicitation provision requires that the offeror’s proposal indicate each product that is being offered as an “equal” product.  In addition, for each equal product, the proposal must include a description reflecting the characteristics and level of quality that will satisfy the salient physical, functional, or performance characteristics of “equal” products specified in the solicitation.  The proposal must also clearly identify the item by brand name (if any), and make/model number.  In addition, the proposal must include descriptive literature such as illustrations, drawings, or a clear reference to previously furnished descriptive data or information available, and clearly describe any modifications the offeror plans to make in a product to make it conform to the solicitation requirements.

**Please read the entire solicitation package and submit your response in accordance with the instructions.**

All forms and signature areas contained in the solicitation package must be completed in full and submitted as part of your response. To provide uniformity, all information submitted must clearly refer to the page number, section or other identifying reference in this solicitation. All information submitted must be noted in the same sequence as its appearance in the solicitation document.

If a subcontractor or supplier is needed to fulfill contract requirements, please consider using a small or disadvantaged business. The State’s policy is to promote small businesses, including those owned by Veterans, businesses owned and controlled by minorities, females, and persons with disabilities, and sheltered workshops for the severely disabled. We encourage the use of these companies on State contracts and in your commercial activities. Please visit <http://www.illinois.gov/cpo/HigherEd/Pages/Preferences.aspx> for more information regarding these programs.

In compliance with the State and Federal Constitutions, the Illinois Human Rights Act, the U.S. Civil Rights Act and Section 504 of the Federal Rehabilitation Act, the State of Illinois does not discriminate in employment, contracts, or any other activity.

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# 1. Instructions for Submitting Responses

1.1 Responding to the Solicitation: Follow these instructions carefully. Provide your response to each item requested. If the information requested does not apply to the Vendor’s situation, then enter “N/A”. **Failure to provide the requested information may result in disqualification**.

1.2 Published Procurement Information: The University publishes procurement information, including updates and award information, on The Illinois Procurement Bulletin / Public Institutions of Higher Education (“Bulletin”) (<http://www.procure.stateuniv.state.il.us>). Official solicitation documents are found or referenced on this website. Procurement information may not be available in any other form or location. Vendor is responsible for monitoring the Bulletin. The University will not be held responsible if Vendor fails to receive the optional email notices.

1.3 Solicitation Contact: The individual listed below shall be the single point of contact for this solicitation. Unless otherwise directed, do not discuss this solicitation, directly or indirectly, with any University employee other than the Solicitation Contact. Suspected errors in the solicitation should be immediately reported to the Solicitation Contact. The University shall not be held responsible for information provided by any person other than the Solicitation Contact. Only information provided in writing shall be binding on the University.

|  |  |
| --- | --- |
| Solicitation Contact: Jean Ann M. Thomas | Phone: (815)753-9558 |
| University Name: Northern Illinois University | Email: jathomas@niu.edu |
| Street Address: Procurement Services,  Lowden Hall, Room 107 | Fax: (815)753-6800 |
| City, State, Zip: DeKalb, IL 60115 |

1.4 Vendor Questions / University Responses: All questions / concerns regarding this solicitation, including specifications, other than those raised at any conference held regarding this solicitation, must be in written form and submitted to the Solicitation Contact no later than three business days prior to bid opening day. Questions received and University responses may be posted as an addendum to the original solicitation on the Bulletin; only these written responses to questions shall be binding on the University. Vendors are responsible for monitoring the Bulletin for addenda and other updates.

1.5 Pre-Submission Conferences and / or Site Visits: [ ]  Yes [x]  No

 Mandatory Attendance: [ ]  Yes [x]  No

 Date: N/A Time: N/A

 Location: N/A

 Additional Information: N/A

 If attendance is mandatory, Vendor (including incumbent) will be considered non-responsive and disqualified if Vendor does not attend, arrives after the meeting is called to order, leaves early or fails to sign the attendance sheet. Vendor must allow adequate time to accommodate security screenings at the site.

1.6 Due Date, Time and Address for Submission of Responses: Responses will be opened at the “Submit / Deliver To” address provided below at the specified Due Date and Time.

 1.6.1 Due Date: Friday, June 23, 2017 Time: 2 PM CDT

 1.6.2 Submit / Deliver Responses To: Label (outside of envelopes / containers):

 Northern Illinois University Sealed Response – DO NOT OPEN

 Attn: Jean Ann M. Thomas Project Title: Neptune Dining Hall Equipment

 Address: Procurement Services Bulletin Reference #: JMT164724

 Lowden Hall, Room 107

 City, State, Zip: DeKalb, IL 60115 Due Date & Time: June 23, 2017, 2 PM CDT

 *Vendor Name*

 *Vendor Address*

 1.6.3 Submission of Responses: Vendor must submit a signed original and two USB thumbdrive copies of the response in a sealed envelope or container.

Bid responses may be sent by U.S. Postal Service or express courier-type service (such as FedEx, UPS, DHL, etc.) properly addressed to ensure on-time delivery. Vendors may also deliver their Bid response in person to NIU Procurement Services, Lowden Hall 107, prior to the Bid opening date and time.

**NOTE**: The Bid due date and time refers to NIU’s local time for the Bid opening, which may be different from the Vendor’s time zone.

**ALSO PLEASE NOTE:** All mail and courier/delivery-service packages (e.g., FedEx, UPS, DHL, etc.) are all delivered through the University’s campus mail system once they reach campus, so appropriate labeling and early shipping is required to ensure on-time delivery. Bid responses are typically NOT delivered directly to Procurement Services. Bids may take a day or two to arrive in Procurement Services after the document first reaches the University’s central parcel receiving facility. Therefore, please be advised of this internal campus delivery process and the related time delay, and mail/ship/submit your Bid responses early to allow for receipt in the NIU Procurement Services office by the Bid Opening Date and Time.

1.7 Late Submissions: Responses submitted late will not be considered. The Vendor is responsible for ensuring that their response is received at the time, date, and place specified. All times are State of Illinois local times. Responses received after the specified date and time may be returned at the Vendor’s request and expense.

1.8 Response Firm Time: The response must remain firm for 120 days from the opening date.

1.9 Security: **N/A** If a bid bond is required, Vendor must submit the bond with the response. If a performance bond is required, Vendor must submit the bond to the Solicitation Contact within 10 days after award. The bond must be from a surety licensed to do business in Illinois. The University will accept a certified check in lieu of the bond.

1.10 Small Business Set-Aside: [ ]  Yes [x]  No If “yes” is marked, Vendor must be qualified as a small business at the time the response is due in order to be evaluated. (30 ILCS 500/45-45)

1.11 Minorities, Females and Persons with Disabilities Participation and Utilization Plan:

[ ]  Yes [x]  No If “yes” is marked, this solicitation contains a goal of \_0\_% to include businesses owned and controlled by minorities, females and persons with disabilities in the State’s procurement and contracting / subcontracting processes. All questions regarding any subcontracting goal must be directed to the Solicitation Contact. Failure to submit a Utilization Plan as instructed, if required, may render the response non-responsive.

If a BEP goal is identified, you must complete and attach the BEP Utilization Plan and Letter of Intent which can be found at: <http://www.illinois.gov/cpo/HigherEd/Pages/Forms.aspx>.

 Visit <http://www.illinois.gov/cms/business/sell2/bep/Pages/default.aspx> for complete requirements for BEP certification.

1.12 Veteran-Owned Small Business Participation and Utilization Plan:

[ ]  Yes [x]  No If “yes” is marked, this solicitation contains a goal of \_0\_% to include businesses owned and controlled by military Veterans in the State’s procurement and contracting / subcontracting processes. All questions regarding any subcontracting goal must be directed to the Solicitation Contact. Failure to submit a Utilization Plan as instructed, if required, may render the response non-responsive.

If a Veteran’s goal is identified, you must complete and attach the Utilization Plan and Letter of Intent which can be found at: <http://www.illinois.gov/cpo/HigherEd/Pages/Forms.aspx>.

Visit <http://www.illinois.gov/cms/business/sell2/Pages/VeteranownedBusinesses.aspx> for complete requirements for VOSB or SDVOSB certification.

1.13 Employment Tax Credit: The State of Illinois encourages prospective Vendors to consider hiring qualified Veterans and Illinois residents discharged from any Illinois adult correctional center, in appropriate circumstances. If you hire qualified Veterans and / or certain ex-offenders, you may be eligible for tax credits. (30 ILCS 500/45-67 & 45-70) Please contact the Illinois Department of Revenue (217-524-4772) for information about tax credits.

1.14 Governing Law and Forum: Illinois law and rule govern this solicitation and any resulting contract. Vendor must bring any action relating to this solicitation or any resulting contract in the appropriate court in Illinois. This document contains statutory references designated with “ILCS” (Illinois Compiled Statutes). The Illinois Procurement Code (30 ILCS 500) and the Higher Education Standard Procurement Rules (44 Ill. Admin. 4) are applicable to this solicitation.

1.15 Public Records and Requests for Confidential Treatment: Responses to the solicitation become the property of the University. All responses will be open to the public under the Illinois Freedom of Information Act (FOIA) (5 ILCS 140) and other applicable laws and rules. However, we will consider requests for confidential treatment under FOIA. A request for confidential treatment will not supersede the University’s legal obligations under FOIA. The University will not honor requests to keep entire responses confidential. Vendors must show the specific grounds in FOIA or other law or rule that support application of confidential treatment. Regardless, the University will disclose the successful Vendor’s name, the substance of the response and the price. If Vendor requests confidential treatment, Vendor must submit an additional copy of the response with the proposed confidential information redacted. This redacted copy must tell the general nature of the material removed, and shall retain as much of the original response as possible. In Section 9 of the response, Vendor shall list the provisions, identified by section number, for which it seeks confidential treatment and identify the statutory basis under Illinois or other applicable law and include a detailed justification for exempting the information from public disclosure. Vendor will hold harmless and indemnify the University for all costs or damages associated with the University honoring Vendor’s request for confidential treatment. Vendor agrees the University may copy the response to facilitate evaluation, or to respond to requests for public records. Vendor warrants that such copying will not violate the rights of any third party.

1.16 Reservations: Vendor must read and understand the solicitation and tailor the response and all activities to ensure compliance. The University reserves the right to amend the solicitation; reject any or all responses; award by item, group of items, or grand total; and waive minor defects. The University may request a clarification, inspect Vendor’s premises, interview staff, request a presentation, or otherwise verify the contents of the response, including information about subcontractors and suppliers. The University may request best and final offers when appropriate. The University will make all decisions on compliance, evaluation, terms and conditions, and shall make decisions in the best interests of the University and in accordance with the Illinois Procurement Code, Rules and other applicable state and federal statutes and regulations. Failure to comply with requests for information or cooperate may result in the response being deemed non-responsive to the solicitation. Submitting a response does not entitle a Vendor to an award or contract. Posting Vendor’s name in a Bulletin notice does not entitle Vendor to a contract. The University is not responsible for and will not pay any costs associated with the preparation and submission of any solicitation response. Awarded Vendor(s) shall not commence, and will not be paid for, any billable work prior to the date all parties execute the contract or the date of receipt of an executed purchase order.

1.17 Protest Review Office: Vendor may submit a written protest to the Protest Review Office following the requirements of the Higher Education Standard Procurement Rules. (44 Ill. Admin. Code 4.5550) For protests related to the solicitation, including specifications, the Protest Review Office must physically receive the protest no later than 14 days after the solicitation or related addendum was posted to the Bulletin. For protests related to rejection of individual responses, or of awards, the protest must be received by close of business no later than 14 days after the protesting party knows or should have known of the facts giving rise to the protest, or posting to the Bulletin, whichever is earlier. The Protest Review Office’s information is as follows:

 Chief Procurement Office for Higher Education

 Attn: Protest Review Office

 513 Stratton Office Building

 401 South Spring Street

 Springfield, IL 62706

Email: EEC.CPOHE@illinois.gov

2. Evaluation Process:

2.1 Evaluation: The University evaluates three categories of information: responsiveness, responsibility, and price. The University will consider the information provided in the response and the quality of that information when evaluating responses. If the University finds a failure or deficiency, the University may reject the response or reflect the failure or deficiency in the evaluation as appropriate.

2.1.1 Responsiveness: A Vendor is considered responsive when they have submitted a response that conforms in all material respects to the solicitation and includes all required forms and signatures.

2.1.1.1 The University will determine whether the response complied with the instructions and other administrative requirements for submitting responses. Except for late submissions, and other requirements that by law must be part of the submission, the University may require that a Vendor correct deficiencies as a condition of further evaluation.

2.1.1.2 The University will determine whether the response meets the stated requirements. Minor differences or deviations that have negligible impact on the suitability of the supply or service to meet the University’s needs may be accepted or corrections allowed.

2.1.1.3 When the specification calls for “Brand Name or Equal”, the brand name product is acceptable. Other products will be considered with proof the other product meets stated specifications and is equivalent to the brand product in terms of quality, performance and desired characteristics.

2.1.2 Responsibility: A Vendor is considered responsible when it has the capability in all respects to fully perform the contract requirements and have the integrity and reliability that will assure good faith performance. The University will determine whether the University can or should do business with a Vendor. The University may consider factors including, but not limited to political contributions, certifications, conflict of interest, financial disclosures, past performance in business or industry, references (including those found outside the solicitation), compliance with applicable laws, financial responsibility, insurability, equal opportunity compliance, payment of prevailing wages if required by law, capacity to produce or sources of supply, ability to provide required maintenance service or other matters relating to the Vendor’s probable ability to deliver in the quality and quantity within the time and price as specified in the solicitation.

2.1.3 Price: The University will rank responses in order of price to determine the lowest priced response that meets requirements of responsiveness and responsibility.

2.2 Award: The University is not obligated to award a contract pursuant to this solicitation. If the University issues an award, the award shall be made to the responsible and responsive vendor who submits the lowest price.

2.2.1 The University will post a notice to the Bulletin identifying the apparent low cost vendor. The notice extends the response firm time until the parties sign a contract or determine not to sign a contract. If negotiations do not result in an acceptable agreement, the University shall reject the response and may begin negotiations with another vendor.

2.2.2 Awarded Vendors must at all times, including during any resulting contract, have financial resources sufficient, in the opinion of the University, to ensure performance of the contract. Vendor must provide proof upon request. The University may require a performance bond if, in the opinion of the University, it will ensure performance of the contract. The University may terminate the contract if the Vendor lacks the financial resources to perform under the contract.

2.2.3 Evaluation of Bids for Multiple Awards:In addition to other factors, bids will be evaluated on the basis of advantages and disadvantages to the University that might result from making more than one award (multiple awards).  The University reserves the right to make awards for individual line items or combinations of line items that result in the lowest aggregate cost to the University.

**End of Instructions**

# 3. Vendor’s Checklist for Submission of Response

This checklist is provided as a tool to aid vendors in submitting a complete response in compliance with the solicitation. Mark each item as appropriate. Failure to meet all solicitation requirements may be cause for disqualification.

**3.1 Solicitation Review**: We have reviewed the entire solicitation, including all referenced documents, instructions and any applicable revisions (addenda) to the solicitation. We have completed all blanks and provided all required information. [ ]  Yes [ ]  No

**3.2 Pre-Submission Conferences / Site Visits**: We attended all pre-submission conferences and / or site visits, if mandatory. [ ]  Yes [ ]  No [ ]  N/A

**3.3 Response Submission/Checklist**: We have enclosed the completed items as shown below.

Container properly labeled and addressed Section 1.6.2 [ ]  Yes [ ]  No [ ]  N/A

Correct number of copies Section 1.6.3 [ ]  Yes [ ]  No [ ]  N/A

Bid / Performance bond included Section 1.9 [ ]  Yes [ ]  No [ ]  N/A

Vendor’s Offer Section 4 [ ]  Yes [ ]  No [ ]  N/A

Milestones and deliverables Section 5.3 [ ]  Yes [ ]  No [ ]  N/A

Vendor and staffing specifications Section 5.4 [ ]  Yes [ ]  No [ ]  N/A

Transportation and delivery terms Section 5.5 [ ]  Yes [ ]  No [ ]  N/A

Subcontracting disclosure Section 5.6 [ ]  Yes [ ]  No [ ]  N/A

Where services are to be performed Section 5.7 [ ]  Yes [ ]  No [ ]  N/A

Pricing completed as specified Section 6 [ ]  Yes [ ]  No [ ]  N/A

Standard terms and conditions Section 7 [ ]  Yes [ ]  No [ ]  N/A

Supplemental terms and conditions Section 8 [ ]  Yes [ ]  No [ ]  N/A

Vendor Exceptions included Section 9 [ ]  Yes [ ]  No [ ]  N/A

Confidential Information requested Section 9 [ ]  Yes [ ]  No [ ]  N/A

Redacted copy of response Section 9 [ ]  Yes [ ]  No [ ]  N/A

References provided as requested Section 10 [ ]  Yes [ ]  No [ ]  N/A

**You must complete and provide one of the following Forms as applicable:**

Form A Section 11 [ ]  Yes [ ]  N/A

 (if vendor is not registered in the Illinois Procurement Gateway (IPG) and does not have an active IPG Registration Number with an unexpired date)

**or**

Form B Section 11 [ ]  Yes [ ]  N/A

(if vendor is registered in the Illinois Procurement Gateway (IPG) and does have an active unexpired IPG registration number)

# 4. Vendor’s Offer

The undersigned authorized representative of the identified Vendor hereby submits this offer to perform in full compliance with the subject solicitation. By completing and signing this form, we are making an offer to the University that the University may accept. The offer consists of this signature page, our response to the subject solicitation and any attachments referenced in the response.

We believe we are eligible for the preferences or special programs identified below and have checked each that applies to this offer. We understand that the University reserves the right to make a final determination regarding whether the preference or special program applies to us.

[ ]  Resident Vendor (30 ILCS 500/45-10)

[ ]  Soybean Oil-Based Ink (30 ILCS 500/45-15)

[ ]  Recycled Materials (30 ILCS 500/45-20)

[ ]  Recycled Paper (30 ILCS 500/45-25)

[ ]  Environmentally Preferable Supplies (30 ILCS 500/45-26)

[ ]  Gas Mileage (30 ILCS 500/45-40)

[ ]  Small Businesses (30 ILCS 500/45-45)

[ ]  Illinois Agricultural Products (30 ILCS 500/45-50)

[ ]  Corn-Based Plastics (30 ILCS 500/45-55)

[ ]  Disabled Veterans (30 ILCS 500/45-57)

[ ]  Vehicles Powered by Agricultural Commodity-Based Fuel (30 ILCS 500/45-60)

[ ]  Biobased Products (30 ILCS 500/45-75)

[ ]  Historic Preference Area (30 ILCS 500/45-80)

[ ]  Procurement of Domestic Products (30 ILCS 517)

[ ]  Public Purchases in Other State (30 ILCS 520)

[ ]  Illinois Mined Coal Act (30 ILCS 555)

[ ]  Steel Products Procurement (30 ILCS 565)

[ ]  Business Enterprise for Minorities, Females, and Persons with Disabilities Act (30 ILCS 575)

[ ]  Veteran’s Preference (330 ILCS 55)

We are providing the following explanation of qualification for the preference or special programs checked above:

We certify that we have made no alterations or modifications to the original content of this solicitation or other related procurement documents, either text or graphics and whether transmitted electronically or hard copy.

Vendor Name:

Signature of Authorized Representative: Date:

Printed Name: Title:

# 5. Description of Supplies and Services

5.1 University’s Need for Supplies / Services:

To provide and deliver (inside delivery) freight included, F.O.B. Northern Illinois University (NIU), Neptune Central, 770 Lucinda Ave., DeKalb, IL 60115, **FOOD SERVICE EQUIPMENT FOR NEPTUNE DINING** as listed in accordance with this bid and referenced specifications. All merchandise is to be new, and no gray market, demonstration, or refurbished merchandise is acceptable.

Delivery/Shipping (and any possible Fuel Surcharges) are to be included in all bid pricing (i.e., Quoted as “Delivered” Pricing), F.O.B. Northern Illinois University, DeKalb, IL 60115. The Vendor is responsible for merchandise until it reaches NIU and is delivered to the specified location.

For items identified in the solicitation as “brand name or equal”, this solicitation provision requires that the offeror’s proposal indicate each product that is being offered as an “equal” product.  Each equal product, the proposal must include a description reflecting the characteristics and level of quality that will satisfy the salient physical, functional, or performance characteristics of “equal” products specified in the solicitation.  The proposal must also clearly identify the item by brand name (if any), and make/model number.  In addition, the proposal must include descriptive literature such as illustrations, drawings, or a clear reference to previously furnished descriptive data or information available.

5.2 Supplies / Services Required: **Pricing for each item shall be all inclusive of all specified**

 **requirements listed.**

 5.2.1 **ICE CUBER – 2 EACH**

5.2.1.1 Manitowoc IY‐0325W - Indigo™ Series Ice Maker or equal

5.2.1.2 Cube‐style, water‐cooled, self‐contained condenser, 22"W x 24‐1/2"D x 21‐1/2"H, AHRI certified to 350‐lb/24 hours production, DuraTech™ exterior, half‐dice size cubes, NSF, cULus

5.2.1.3 3 year parts & labor Commercial warranty

5.2.1.4 5 year parts & labor Commercial warranty on evaporator

5.2.1.5 5 year parts & 3 year labor Commercial warranty on compressor

5.2.1.6 (‐161) 115v/60/1‐ph, 10.7 amps

5.2.1.7 AR‐PRE Arctic Pure® Pre‐Filter Assembly, 5 micron filtration includes head, shroud, hardware, mounting assembly, & (1) filter cartridge, (NOT stand‐alone; should be used in conjunction with primary water filter assembly)

5.2.1.8 AR‐10000 Arctic Pure® Primary Water Filter Assembly, includes head, shroud, hardware, mounting assembly, & (1) filter cartridge, 14,000 gallon capacity, 0‐600 lbs./ice per day

5.2.2 **SOFT SERVE MACHINE – 1 EACH**

 5.2.2.1 Taylor Company C713 Crown® Series or equal

5.2.2.2 Soft Serve Freezer, floor model, self‐contained, twist, (2) 20qt. hoppers, (2) 3.4qt. freezing cylinders, indicator lights, touch screen controls, standby, stainless steel finish, R404A, (2) 1‐1/2 HP motor, NSF, cULus listed (Go to the Taylor web site link to locate your distributor for pricing & warranty information)

5.2.2.3 Air‐cooled

5.2.2.4 208‐230v/60/1ph, 35.0 MOCP

5.2.3 **CONVEYOR OVEN – 2 EACH**

 5.2.3.1 Turbochef HHC2020 STD High h Conveyor 2020™ or equal

5.2.3.2 Conveyor Oven, Rapid Cook, electric, countertop, single deck, 20" wide belt, 20" cook chamber, variable speed motor, idle mode, built‐in self-diagnostics, smart voltage sensor technology, cool to touch covers and panels, stainless steel front, top, sides and back, stainless steel interior, cULus, CE, UL‐EPH Classified, ANSI/NSF 4, TUV (standard)

5.2.3.3 One year parts and labor warranty

5.2.3.4 208/240v/50/60/3‐ph, 40.0amps, 6 foot cord (nominal), NEMA 15‐50P, standard

5.2.3.5 (2 each) 100011 Basket, Cooking PTFE, Mesh, 14.5" x 13.5" x 1" (363mm x 343mm x 25mm)

5.2.3.6 (2 each) NGC‐1331 Basket, Cooking, PTFE, Solid, 14‐1/2" x 13‐1/2" x 1" (36.8 cm x

34.3 cm x 2.5 cm)

 5.2.3.7 (4 each) NGC‐1527 Screen, Cooking, PTFE, Mesh, 14.38" x 13.38" (36.5cm x 34cm)

 5.2.3.8 (4 each) NGC‐1312 Sheet, Cooking, PTFE, Single Ply, 12.6" x 14" (32.0 cm x 35.6 cm)

5.2.3.9 (2 each) I1‐9496 Pan, cooking, solid, hard‐anodized aluminum, 9‐1/2" x 11‐3/4" x 1/2" (24 cm x 30 cm x 1.3 cm)

5.2.3.10 (2 each) NGC‐1478 Paddle, Aluminum, 12.3" x 13.6" (31.2 cm x 34.5 cm)

5.2.3.11 (2 each) I1‐9716 Paddle, Aluminum, 9.6" x 13.6" (24.4 cm x 34.5 cm)

5.2.3.12 (2 each) HCT‐4099 JetPlate, Standard, Top or Bottom, HhC 2020 Oven

5.2.3.13 HCT‐3004‐2 Cart, HhC 2020, Double/Triple, 23.5" (62.2 cm), with locking casters

5.2.3.14 (4 each) HCT‐4323‐1 Extension, 6" (15.2 cm), for HhC 2020 oven

5.2.3.15 HCT‐3029 Kit, Stacking, includes diverter brackets, HhC 2020 to HhC 2020 Oven or HhC

 2620 to HhC 2620 Oven

5.2.3.16 (4 each) 103182 Trigger Sprayer

5.2.4 **GRIDDLE, ELECTRIC, COUNTERTOP – 1 EACH**

 5.2.4.1 Star 748TCHSA Ultra‐Max® or equal

5.2.4.2 Heavy Duty Griddle, electric, countertop, 48" W x 24" D cooking surface, 1" thick chrome griddle plate, 150°‐450°F snap‐action thermostat and 4350 watt element every 12", 5" tapered wrap‐around splash guard, 3‐1/2" front grease trough, 6 qt. stainless steel grease drawer, heavy‐duty metal knobs, welded steel frame with stainless steel exterior, 4" stainless steel legs with 1‐5/8" adjustment, cULus, UL EPH

5.2.4.3 3 year parts & labor warranty, standard

5.2.4.4 5 yr. guarantee on the chrome plating against defect, standard

5.2.4.5 (748TCHSA‐208V) 208v/50/60/1‐ph or 3‐ph, 17.4 kW, field wired (Field convertible), standard

5.2.4.6 UMSA48 Plate Shelf, 7" wide, stainless steel, for 48" Ultra‐Max® Griddles and Charbroilers only

5.2.5 **FRYER BATTERY, ELECTRIC – 1 EACH**

 5.2.5.1 Pitco Frialator SE18S‐3FD or equal

5.2.5.2 Solstice Prepackaged Fryer System with Solstice Filter Drawer System, electric

 (3) 70‐90 lb. oil capacity full tanks, solid state controls, boil out, drain valve interlock, melt cycle, stainless steel tank, front & sides, under‐fryer drawer filtration, total 51.0kW (‐FFF), ENERGY STAR®, UL, NSF, CE, GS

5.2.5.3 Power supply for basket lifts and filter motor is hard wired at the factory for 208v, 240v models

5.2.5.4 1 year parts and labor warranty from the date of installation up to a maximum of 15 months from the date of manufacture (with appropriate documentation), standard

5.2.5.5 (3 each) (3) 208v/60/3‐ph, 17 kW, 6' cord and NEMA 15‐60P

5.2.5.6 Digital Controller

5.2.5 **FRYER BATTERY, ELECTRIC – 1 EACH (continued)**

5.2.5.7 BNB‐SE18 Solstice Bread & Batter Cabinet, with BNB dump station, fryer match design, approximately 19‐5/8" wide, includes 4‐5/8" recessed pan and screen, standard finish, stainless steel front, sides & door, for prepackage system SE 18 electric fryers, NSF

5.2.5.8 3rd Position location for Bread & Batter dump station (FFBF)

5.2.5.9 PFW‐1 Food Warmer, built‐in, 750watt, CSA, NSF, UL

5.2.5.10 120v/60/1‐ph, 6.3 amps, 750 watts, NEMA 5‐15P

5.2.5.11 P6072184 Basket, (2) oblong/twin size, 17‐1/4" x 8‐1/2" x 5‐3/4" deep, front handle,

 regular mesh (shipped std for models 65C+, SG18, SE18, SSH75, fryer batteries shipped

 with (2) per fryer

5.2.5.12 (2 each) A5062504 Splash Guard, 12"

5.2.5.13 (3 each) B2101506 Tank Cover, 18 gauge light duty, for models: SE18/18R/184/184R

 (with out basket lifts)

5.2.5.14 B3901504 Casters, 9" adjustable swivel non‐lock rear & lock front casters, for battery of

 (3) Solstice gas and electric fryers, batteries and retherms

5.2.6 **PIZZA PREPARATION REFRIGERATOR – 1 EACH**

 5.2.6.1 Continental Refrigerator CPA60 or equal

 5.2.6.2 Pizza Prep Table, 60" wide, two‐section, 19.0 cu ft capacity, forced air,

#300 stainless steel work top with 19" poly cutting board, (2) full & (1) half‐height field rehingable doors, stainless steel front and end panels, aluminum interior, 5" swivel casters, side‐mounted refrigeration, 1/2 hp, cETLus, NSF, Made in USA

5.2.6.3 Standard warranty (for the United States & Canada Only): 3 year parts and labor; 5 year compressor

5.2.6.4 115v/60/1‐ph, 13.0 amps, cord, NEMA 5‐15P, standard

5.2.6.5 Condensing unit on the left

5.2.6.6 50‐007 Front breathing ventilation fan (‐FB)

5.2.6.7 4‐916 Electric Condensate Evaporator, automatic, 115v/60/1 with cord & plug

5.2.6.8 50177‐4 Casters, swivel, with brakes (5" diameter rubber tires) set of 4 (6" height)

5.2.6.9 DOS60P Double overshelves for 59‐1/4" models

5.2.7 **STEAMER, CONVECTION, ELECTRIC, FLOOR MODEL – 1 EACH**

 5.2.7.1 Groen HY‐6E HyperSteam™ or equal

5.2.7.2 Convection Steamer, electric, 2 compartments with twin generators, 22" cabinet base, (3) 12" x 20" x 2‐1/2" deep pans per compartment, stainless steel construction, dual water connection, bullet feet, 9.0 kW each

5.2.7.3 (1) year parts & labor, (5) year cavity warranty, standard

5.2.7.4 (2) 208v/60/3‐ph, (2) 9.0kw, (2) 50.0 amps, std.

5.2.7.5 171903 Water Filtration System, 350 gallons per day (GPD), reverse osmosis (RO), mineral addition, includes (1) 16 gallon tank, (2) pre‐ filters, (1) mineral addition cartridge, (1) RO membrane, air gap kit, booster pump, pressure regulator, for HY‐6, HY‐10 models

5.2.7.6 162408 Drain Tempering Valve, for 140 degree drain temperature requirement (requires 1/2" cold water connection), no electrical connection required

5.2.7.7 144475 Single Water Connection

5.2.7.8 Door hinged on right

5.2.8 **STEAMER, CONVECTION, ELECTRIC, FLOOR MODEL – 1 EACH**

5.2.8.1 Groen (2)HY‐5EF HyperSteam™ or equal

5.2.8.2 Convection Steamer, electric, double‐stacked, stand mount,

(5) 12" x 20" x 2‐1/2" pans per compartment capacity, stainless steel construction, dual water connection

 5.2.8.3 (1) year parts & labor, (5) year cavity warranty, standard

5.2.8 **STEAMER, CONVECTION, ELECTRIC, FLOOR MODEL – 1 EACH (continued)**

5.2.8.4 (2) 208v/60/3‐ph, (2) 15.5kw, (2) 44.0 amps, std.

 5.2.8.5 153119 PureSteem™ Water Treatment System, head and filter/treatment cartridge

 5.2.8.6 Two year boiler warranty with PureSteem Water Filtration System

5.2.8.7 162408 Drain Tempering Valve, for 140 degree drain temperature requirement (requires 1/2" cold water connection), no electrical connection required

5.2.8.8 144475 Single Water Connection

5.2.8.9 Door hinged on left, std.

5.2.9 **REFRIGERATED WORK TOP – 1 EACH**

 5.2.9.1 Continental Refrigerator SW48‐BS‐FB or equal

5.2.9.2 Work Top Refrigerator, Front Breather, 48" wide, 13.4 cu ft capacity, two‐section, stainless steel top with 5 1/2" backsplash, (2) field rehingable doors, stainless steel front and end panels, aluminum interior, electronic controller w/digital display, 3‐5/8" casters, rear mounted self‐contained refrigeration, 1/5 hp, cETLus, NSF, Made in USA

5.2.9.3 Standard warranty (for the United States & Canada Only): 3 year parts and labor; 5 year compressor

5.2.9.4 115v/60/1‐ph, 7.3 amps, cord, NEMA 5‐15P, standard

5.2.9.5 4‐916 Electric Condensate Evaporator, automatic, 115v/60/1 with cord & plug

5.2.9.6 DOS48 Double overshelves for 48" models

5.2.10 **INDUCTION FOOD PAN WARMER, DROP-IN – 2 EACH**

 5.2.10.1 Vollrath 741101DW Mirage® or equal

 5.2.10.2 Induction Warmer, drop‐in, dry operation, 11 quart, inset with hinged cover,

13‐7/8"W x 12‐7/16"D x 12‐5/16"H, (4) soup presets, stir indicator, locking controls

function, LED push button controls, temperature control in °F or °C, cabinet mount

controls with leads (6‐ 1/2"W x 3"D x 2‐1/2"H), includes: induction ready inset, inset

cover, mounting hardware & 6ft. cord with Nema 5‐15P, 250 watt, 2.1 amp, 120v/60/1‐

ph, cULus, NSF, FCC (cover not NSF)

 5.2.10.3 Requires use of included Vollrath induction‐ready inset ‐ failure to use these insets may

 damage the unit & will void the warranty

 5.2.10.4 (6 each) 88204 Inset, 11 quart, induction ready, for Mirage induction rethermalizer, NSF

 5.2.10.5 4980422 Ergo Grip® One‐Piece Ladle, equipped with all‐natural antimicrobial, 4 oz.,

 stainless steel, 13‐1/8" OA length, one‐piece construction with black Kool‐Touch™ offset

 handle, shorter overall length for easy serving under low profile breath guards,

 integrated handle stopper prevents ladle from sliding into containers, Jacob's Pride®

 Collection, Limited Lifetime Warranty

 5.2.10.6 47492 Decorative Ring, for 11 qt. induction soup drop in units, 22 gauge stainless steel

5.2.11 **COOKING SYSTEM, INDUCTION HEAT – 1 EACH**

 5.2.11.1 Spring USA #ICB348-18 or equal

5.2.11.2 MAX Induction ™ Cooking System, built-in, (3) 1800 watt ranges, (2) AF350 induction air

 filters, black smoke-glass tempered cook top, digital LED power/temp display,

 cook/temp indicator lights, integrated power management system, individual

 SmartScan® controls, stainless steel, 110/120v/60/1-ph, 50 amps, 6.1kW, NEMA 14-50P,

 FCC, cETLus, UL Sanitation, NSF

5.2.12 **COLD FOOD WELL UNIT, DROP‐IN, REFRIGERATED – 1 EACH**

 5.2.12.1 Atlas Metal RM‐1 or equal

5.2.12 **COLD FOOD WELL UNIT, DROP‐IN, REFRIGERATED – 1 EACH (continued)**

5.2.12.2 Cold Food Drop‐In Unit, 1‐pan size, 18/304 stainless steel top & liner with 3" recess,

 holds (1) 12" x 20" pan, self‐contained refrigeration, insulated pan with 22 gauge

 galvanized outer case, 3/4" drain with strainer, 16‐1/2"W x 24‐1/2"D cutout required,

 NSF 7, UL

 5.2.12.3 A 3/4" diameter drain & valve, separator channels are provided

 5.2.12.4 120v/60/1‐ph, 1/5 hp, 3.0 amps, NEMA 5‐15P, standard

 5.2.12.5 5‐year compressor warranty (net)

 5.2.12.6 RS Remote On/Off Switch, for counter mounting

 5.2.12.7 (4 each) S80109 Adapter Bar, for 1/6 size pans

5.2.13 **DROP-IN FROST TOP – 1 EACH**

 5.2.13.1 Atlas Metal WF‐3 or equal

 5.2.13.2 Frost Top Drop‐In Unit, self‐contained refrigeration, 19‐1/2" x 39" stainless steel frost

 top, galvanized steel outer liner, with on/off switch & pilot light, 1"IPS drain, 22‐1/4" x

 41‐3/4" cutout required, 1/4 HP, NSF, UL

 5.2.13.3 1 year parts & labor warranty standard

 5.2.13.4 Proper ventilation must be provided in counter.

 5.2.13.5 120v/60/1‐ph, 1/4 hp, 6.8 amps, NEMA 5‐15P, standard

 5.2.13.6 5‐year compressor warranty (net)

 5.2.13.7 RS Remote On/Off Switch, for counter mounting

 5.2.13.8 RDVE Rear Extension, for DM or DMV drain options

5.2.14 **HOT / COLD FOOD WELL UNIT, DROP‐IN, ELECTRIC – 2 EACH**

 5.2.14.1 Atlas Metal RMHP‐2 or equal

 5.2.14.2 Hot/Cold Food Drop‐In Unit, 2‐pan size, 18/304 stainless steel top & liner with 3" recess,

 holds (2) 12" x 20" pans, immersion‐type heating element, self‐contained refrigeration,

 hot/cold selector switch, insulated pan with 22 gauge galvanized outer case, thermostat

 controls & pilot light included, 3/4" drain with strainer, 30‐1/4"W x 24‐ 1/2"D cutout

 required, NSF 7, UL

 5.2.14.3 A 3/4" diameter drain & valve, separator channels are provided, units are wired to

 prevent simultaneous operation, water must be used for hot mode operation

 5.2.14.4 120v/60/1‐ph, 16.7 amps, 2.0 kw; NEMA L5‐30P, standard 120v/60/1‐ph, 6.0 amps, 1/4

 HP, standard

 5.2.14.5 5-year compressor warranty (net)

 5.2.14.6 RDVE Rear Extension, for DM or DMV drain options S80109 Adapter Bar, for 1/6 size

 pans

5.2.14.7 (8 each) S80109 Adapter Bar, for 1/6 size pans

5.2.15 **COLD FOOD WELL UNIT, DROP‐IN, REFRIGERATED – 1 EACH**

 5.2.15.1 Atlas Metal RM‐3 or equal

 5.2.15.2 Cold Food Drop‐In Unit, 3‐pan size, 18/304 stainless steel top & liner with 3" recess,

 holds (3) 12" x 20" pans, self‐contained refrigeration, insulated pan with 22 gauge

 galvanized outer case, 3/4" drain with strainer, 44"W x 24‐1/2"D cutout required, NSF 7,

 UL

 5.2.15.3 A 3/4" diameter drain & valve, separator channels are provided

 5.2.15.4 120v/60/1‐ph, 1/4 hp, 6.0 amps, NEMA 5‐15P, standard

 5.2.15.5 5‐year compressor warranty (net)

 5.2.15.6 RS Remote On/Off Switch, for counter mounting

 5.2.15.7 (4 each) S80109 Adapter Bar, for 1/6 size pans

5.2.16 **COLD FOOD WELL UNIT, DROP‐IN, REFRIGERATED – 1 EACH**

 5.2.16.1 Atlas Metal RM‐6 or equal

 5.2.16.2 Cold Food Drop‐In Unit, 6‐pan size, 18/304 stainless steel top & liner with 3" recess,

 holds (6) 12" x 20" pans, self‐contained refrigeration, insulated pan with 22 gauge

 galvanized outer case, 3/4" drain with strainer, 85-1/4"W x 24‐1/2"D cutout required,

 NSF 7, UL

 5.2.16.3 A 3/4" diameter drain & valve, separator channels are provided

 5.2.16.4 120v/60/1‐ph, 1/2 hp, 10.7 amps, NEMA 5‐15P, standard

 5.2.16.5 5‐year compressor warranty (net)

 5.2.16.6 (8 each) S80109 Adapter Bar, for 1/6 size pans

5.2.17 **COLD FOOD WELL UNIT, DROP‐IN, REFRIGERATED – 1 EACH**

 5.2.17.1 Atlas Metal RM‐6 or equal

 5.2.17.2 Cold Food Drop‐In Unit, 6‐pan size, 18/304 stainless steel top & liner with 3" recess,

 holds (6) 12" x 20" pans, self‐contained refrigeration, insulated pan with 22 gauge

 galvanized outer case, 3/4" drain with strainer, 85-1/4"W x 24‐1/2"D cutout required,

 NSF 7, UL

 5.2.17.3 A 3/4" diameter drain & valve, separator channels are provided

 5.2.17.4 120v/60/1‐ph, 1/2 hp, 10.7 amps, NEMA 5‐15P, standard

 5.2.17.5 5‐year compressor warranty (net)

 5.2.17.6 RS Remote On/Off Switch, for counter mounting

 5.2.17.7 (8 each) S80109 Adapter Bar, for 1/6 size pans

5.2.18 **EQUIPMENT STAND, REFRIGERATED BASE – 1 EACH**

5.2.18.1 Continental Refrigerator DL48G or equal

 5.2.18.2 Refrigerator Griddle Stand, one‐section, (2) drawers ‐ accommodates

 (2) 12" x 20" x 6", dial thermometer, stainless steel top with drip guard marine edge,

 stainless steel exterior and interior, 4" casters, self‐ contained refrigeration, 1/5 hp, 10'

 cord, cETLus, NSF, Made in USA

5.2.19 **REACH‐IN UNDERCOUNTER REFRIGERATOR – 1 EACH**

5.2.19.1 Continental Refrigerator SW36‐U‐GD or equal

 5.2.19.2 Undercounter Display Refrigerator, 36" wide, 10.3 cu ft capacity, two‐ section, (2) glass

 doors, LED lighting, stainless steel front, top and end panels, aluminum interior, 1 3/8"

 diameter plate casters, front breathing, electronic controller w/ digital display, rear‐

 mounted self‐ contained refrigeration, 1/4 hp, cETLus, NSF, Made in USA

 5.2.19.3 Standard warranty (for the United States & Canada Only): 3 year parts and labor; 5 year

 Compressor

 5.2.19.4 115v/60/1‐ph, 7.7 amps, cord, NEMA 5‐15P, standard

5.2.20 **HEATED SHELF FOOD WARMER – 2 EACH**

5.2.20.1 Hatco GRSBF‐48‐S Glo‐Ray® or equal

 5.2.20.2 Built In Heated Shelf with Flush Top, 49‐1/2" x 25‐1/2" surface area, hardcoat aluminum top,

 control thermostat, illuminated on/off switch & mounting bracket, NSF, cUL, UL, UL EPH

 Classified, ANSI/NSF 4, CSA

 5.2.20.3 1‐Yr Warranty on Blanket Heating Elements against burnout, standard

 5.2.20.4 120v/60/1‐ph, 1225W, 10.2 amps, NEMA 5‐15P

 5.2.20.5 Recommended for use in metallic countertop, verify that the material is suitable for

 temperatures up to 200 degree F

 5.2.20.6 GRSB‐FLUSH‐ITC Flush mount electronic control box with lighted power switch (Not for

 retrofit)

5.2.21 **WORK TABLE, STAINLESS STEEL TOP – 1 EACH**

 5.2.21.1 Advance Tabco KMS‐304 or equal

 5.2.21.2 Work Table, 48"W x 30"D, 16 gauge 304 series stainless steel top with 5"H backsplash,

 18 gauge stainless steel adjustable undershelf, stainless steel legs & adjustable bullet

 feet, NSF

 5.2.21.3 12" wide

 5.2.21.4 ODS‐12‐48 Overshelf, table mounted, double, 48"W x 12"D, 18 gauge 430 series stainless

 steel (non‐adjustable, old style)

 5.2.21.5 Rear of table shelf location, 1" back splash is provided on table with splash

5.2.22 **WORK TABLE, STAINLESS STEEL TOP – 1 EACH**

 5.2.22.1 Advance Tabco KMS‐304 or equal

 5.2.22.2 Work Table, 48"W x 30"D, 16 gauge 304 series stainless steel top with 5"H backsplash,

 18 gauge stainless steel adjustable undershelf, stainless steel legs & adjustable bullet

 feet, NSF

 5.2.22.3 12" wide

 5.2.22.4 ODS‐12‐48R Overshelf, table mounted, double, with rear upturn, 48"W x 12"D, 18 gauge

 430 series stainless steel (non‐adjustable, old style)

 5.2.22.5 Rear of table shelf location, 1" back splash is provided on table with splash

5.2.23 **WORK TABLE, STAINLESS STEEL TOP – 1 EACH**

 5.2.23.1 Advance Tabco KMS‐302 or equal

 5.2.23.2 Work Table, 24"W x 30"D, 16 gauge 304 series stainless steel top with 5"H backsplash,

 18 gauge stainless steel adjustable undershelf, stainless steel legs & adjustable bullet

 feet, NSF

5.2.24 **HAND SINK CART – 1 EACH**

 5.2.24.1 Advance Tabco SHK‐MSC‐26CH or equal

 5.2.24.2 Mobile Hand Sink, self‐contained, 26"W x 26"D x 35‐1/2"H, hot & cold water, removable

 (1) 5 gallons fresh water tank & (1) 7 gallons waste water tank, stainless steel top & sides,

 door with latch, includes: 10"W x 14"D x 5"deep sink bowl with flat strainer drain,

 gooseneck faucet, 4" casters (2 with brakes), 6 ft. cord & plug, 15amp, 120v/60/1‐ph,

 UL, NSF

5.2.25 **DROP-IN SINK -1 EACH**

 5.2.25.1 Advance Tabco DI‐1‐5SP or equal

 5.2.25.2 Drop‐In Sink, 1‐compartment, 10" wide x 14" front‐to‐back x 5" deep bowl, 6" tapered

 side splash, 20 gauge 304 series stainless steel, with deck mounted gooseneck faucet,

 basket drain, NSF

 5.2.25.3 K‐316‐LUHA Wrist Handles Only, for splash or deck mount hand sink faucet (1 pair hot &

 cold 4" long blades), fits faucets supplied after November 2015 with hot & cold color

 rings that do not have exposed screw head

 5.2.25.4 7‐PS‐10 P‐trap, heavy duty, 1‐1/2", 17 gauge

5.2.26 **HEATED HOLDING CABINET, FULL HEIGHT – 1 EACH**

 5.2.26.1 Carter‐Hoffmann HL3‐18 or equal

 5.2.26.2 hotLOGIX Holding Cabinet,‐HL3 Series, full height, forced air heating system, mechanical

 controls, fixed wire universal slides, (18) 18" x 26" pans, (36) 12" x 20" x 2‐1/2" pans,

 solid single pane glass door in extruded aluminum frame, insulated aluminum

 construction, 5" casters, ETL, ETLsan (RapidShip)

 5.2.26.3 3 Year parts & labor warranty, standard

 5.2.26.4 120v/60/1‐ph, 1750 watts, 15.0 amps, 8 ft cord with NEMA 5‐20P, standard

5.2.26 **HEATED HOLDING CABINET, FULL HEIGHT – 1 EACH (continued)**

 5.2.26.5 Solid single pane glass door in extruded aluminum, standard

5.2.27 **CABINET, ENCLOSED, BUN / FOOD PAN – 1 EACH**

 5.2.27.1 NU‐VU HW‐2G or equal

 5.2.27.2 Bread Cabinet, enclosed, capacity: (18) full size or (36) half size pans, lexan lift off doors,

 silicone rubber door gasket, double top vent, removable interior side walls, aluminum

 exterior, casters, cETLus, NSF

 5.2.27.3 One year parts warranty, standard

 5.2.27.4 Doors hinged right, standard

5.2.28 **MICROWAVE OVEN - 1 EACH**

 5.2.28.1 Panasonic NE‐1054F or equal

 5.2.28.2 Pro Commercial Microwave Oven, 1000 Watts, 0.8 cu. ft. capacity, 6 power levels, 2 & 3

 stage cooking, touch control pad with Braille, 99‐ minute timer, programmable and

 manual operation, 10 programmable memory pads with 20‐memory capability, program

 list/cycle counter, self diagnostics, tone control, bottom energy feed, interior light,

 stainless steel door, steel cabinet & cavity, 120v/60/1‐ph, 13.4 amps, UL, NSF

 5.2.28.3 1 year parts & labor warranty and 3 year magnatron warranty (labor for magnetron

 replacement is not covered in years 2 and 3)

 5.2.28.4 NEMA 5‐15P

5.2.29 **WAFFLE MAKER – 1 EACH**

 5.2.29.1 Star SWBS Star® or equal

 5.2.29.2 Waffle Baker, single round, 7" x 1/2" thick, aluminum grid, digital programable controls

 with countdown timer, floating hinge, LED display & electronic audible alarm, "Cool

 Touch" coil spring handle, stainless steel construction, cULus, UL EPH Classified

 5.2.29.3 1 year parts & labor warranty, standard

 5.2.29.4 [SWBS‐120V] 120v/60/1‐ph, 900 watts, 7.5 amps, 4 ft.cord, NEMA 5‐15P, standard

5.2.30 **POP-UP TOASTER – 1 EACH**

 5.2.30.1 Hatco TPT‐120 or equal

 5.2.30.2 Pop‐Up Toaster, (4) 1‐1/4" wide self centering slots, individual progressive color controls,

 removable crumb tray, stainless steel construction, cULus, UL EPH Classified, ANSI/NSF

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 5.2.30.3 One year replacement warranty, contact Hatco service team for details

 5.2.30.4 120v/60/1‐ph, 1800w, 15.0 amps, 6' cord with NEMA 5‐15P

5.2.31 **DISPLAY CASE, PASTRY, COUNTERTOP (CLEAR) – 1 EACH**

 5.2.31.1 Cal‐Mil 1146‐13 or equal

 5.2.31.2 Bread Case, 14"W x 14‐3/4"D x 15‐3/4"H, 4 acrylic drawers, metal base, black

5.2.32 **MEGA TOP SANDWICH / SALAD PREPARATION REFRIGERATOR – 1 EACH**

 5.2.32.1 Continental Refrigerator SW48‐18M‐HGL‐FB Mighty Top Sandwich Unit with

 Hinged Glass Lid, Front Breather, 48" wide, 13.4 cu ft capacity, two‐section, (18)

 1/6 size x 4" deep pans with 8" cutting board, (2) field rehingable doors, stainless

 steel top, front and end panels, aluminum interior, electronic controller w/digital

 display, 3‐5/8" casters, rear mounted self‐contained refrigeration, 1/5 hp, cETLus,

 NSF, Made in USA or equal

 5.2.32.2 Standard warranty (for the United States & Canada Only): 3 year parts and labor; 5

 year compressor

5.2.32 **MEGA TOP SANDWICH / SALAD PREPARATION REFRIGERATOR – 1 EACH (continued)**

5.2.32.3 115v/60/1‐ph, 7.3 amps, cord, NEMA 5‐15P, standard

 5.2.32.4 4‐916 Electric Condensate Evaporator, automatic, 115v/60/1 with cord & plug

 5.3 Milestones and Deliverables:

Vendor, please fill in all spaces below. All questions listed below must be answered. If not, your bid will be considered VOID. Also, the University reserves the right to send state auditors to your firm to insure creditability of all statements.

5.3.1 Specification sheets for each product listed Section 5.2 bidding an or equal are included with bid? [ ]  Yes [ ]  No

5.3.2 Vendor can meet quality required as described and supply items per Excel attachment labeled **JMT164724.xls** file? [ ]  Yes [ ]  No

5.3.3 Vendor can provide pricing on required Excel labeled **JMT164724.xls** file? [ ]  Yes [ ]  No

5.3.4 Vendor will reference purchase order #164724 and P2410 – Neptune Complex Upgrade on all invoices? [ ]  Yes [ ]  No

5.3.5 Vendor can deliver all items between the dates of July 24 - August 3, 2017? [ ]  Yes [ ]  No

5.3.6 Vendor must contact Ben Ritter at (815)753-6258 or email britter@niu.edu at least 2 business days prior to delivery to coordinate. [ ]  Yes [ ]  No

 5.4 Vendor and Staffing Specifications:

* + 1. Sales/Service Representative’s Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
		2. Sales/Service Representative’s Phone Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
		3. Sales/Service Representative’s Cell Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
		4. Sales/Service Representative’s Email Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
		5. Location of Distributor: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
		6. Accounts Receivable Contact: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
		7. Accounts Receivable Phone Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
		8. Accounts Receivable Email Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

5.5 Transportation and Delivery Terms: Vendor is required to state any transportation and delivery terms that will affect the University. Vendor to provide and deliver (inside delivery) freight included, F.O.B. Northern Illinois University (NIU), Neptune Central, 770 Lucinda Ave., DeKalb IL 60115. Any costs associated must be included in price offer in Section 6. **Vendor must contact Ben Ritter at (815)753-6258 or email** **britter@niu.edu** **at least 2 business days prior to delivery to coordinate. All items shall be delivered between the dates of July 24 - August 3, 2017.**

 5.6 Subcontracting:

5.6.1 Subcontracting [ ]  is allowed [x]  is not allowed.

For purposes of this section, subcontractors are those specifically hired to perform all or part of the work covered by the contract. Unless a supply item is the essence of the contract, a supplier is not considered a subcontractor.

5.6.2 The maximum percentage allowed to be provided by a subcontractor is 0 %.

5.6.3 Will subcontractors be utilized? [ ]  Yes [x]  No

If “Yes”, identify any subcontractor(s) who will have a subcontract with an estimated value of $50,000 or more.

Subcontractor Name:

BEP, Veterans, or Small Business certification # (if applicable):

Anticipated / Estimated Amount to be Paid:

Address:

Description of work:

All identified subcontracts must include the Certifications and the Financial Disclosures and Conflicts of Interest, completed and signed by the subcontractor.

5.6.4 The Vendor shall notify the University of any additional or substitute subcontractors hired during the term of any resulting contract and provide the information identified in Section 5.6.3.

5.7 Location where Services are to be Performed:

5.7.1 In accordance with Section 25-65 of the Illinois Procurement Code, Vendor shall disclose the locations where the services required under this solicitation and will be performed, including by any subcontractors, and the known or anticipated value of the services to be performed at each location.

5.7.2 Unless otherwise disclosed in this section, all services shall be performed in the United States. This information and economic impact on Illinois and its residents may be considered in the evaluation. If the Vendor received additional consideration in the evaluation based on work being performed in the United States, it shall be a breach of contract if the Vendor shifts any such work outside the United States unless the Chief Procurement Officer determines in writing that it is in the best interest of the University.

5.7.3 Location where services will be performed:

 Percentage of services performed at this location:

 Anticipated value of services performed at this location:

5.8 Term:

5.8.1 Any contract resulting from this solicitation will have an initial term of 60 days. If a start date is not identified, the term of the resulting contract shall commence upon the last dated signature of the parties.

5.8.2 In no event will the total term of the resulting contract, including the initial term, any renewal terms and any extensions, exceed ten (10) years.

5.8.3 Vendor shall not commence billable work in furtherance of the contract before the contract is signed by all parties.

5.9 Renewal:

5.9.1 The resulting contract [ ]  will [x]  will not contain renewal options. The resulting contract may not be renewed unless the renewal period(s) and any applicable conditions are shown below.

5.9.2 The University reserves the right to renew for a total of zero of renewal options and length of renewal term.

5.9.3 Unless otherwise specified in this solicitation or the resulting contract, renewals will be subject to the same terms and conditions as the original contract.

5.9.4 The University may renew the resulting contract for any or all of the renewal option periods specified, may exercise any of the renewal options early, and may exercise more than one option at a time based on continuing need and favorable market conditions, when in the best interest of the University.

5.9.5 The resulting contract may not renew automatically nor renew solely at the Vendor’s option.

5.10 Termination for Cause: The University may terminate the resulting contract, in whole or in part, immediately upon notice to the Vendor if: (a) the University determines that the actions or inactions of the Vendor, its agents, employees or subcontractors have caused, or reasonably could cause, jeopardy to health, safety, or property; (b) the Vendor has notified the University that it is unable or unwilling to perform the contract; (c) Vendor fails to perform to the University’s satisfaction any material requirement of the resulting contract; or (d) the University determines that the Vendor lacks the financial resources to perform the contract. The University shall provide written notice to the Vendor to cure the problem identified within a specified period of time. If not cured by the specified date, the University may either immediately terminate the contract without additional written notice or enforce the terms and conditions of the contract. For termination due to any of the causes contained in this section, the University retains the right to seek any available legal or equitable remedies and damages.

5.11 Termination for Convenience: The University may, for its convenience and with 30 days, prior written notice to Vendor, terminate the resulting contract in whole or in part and without payment of any penalty or incurring any further obligation to the Vendor. The Vendor shall be entitled to compensation upon submission of invoices and proof of claim for supplies and / or services provided in compliance with the resulting contract up to and including the date of termination.

# 6. Pricing

6.1 Pricing Offer: Attach additional pages if the specified pricing format requires additional pages.

 **Format of Pricing:** Vendor shall submit pricing in the Microsoft Excel attachment labeled

**JMT164724.xls**.  Vendor’s name must be on each page of the Excel spreadsheet.

Pricing for each item within Section 5.2 shall be inclusive of the primary and sub items;

for example, inclusive of accessories, warranties, etc., as listed. If the Vendor cannot

provide **all items** within a particular line item, i.e., 5.2.15, no consideration will be given

for the entire line item or sub items.  Each line item, i.e., 5.2.15, 5.2.13, etc. with its

corresponding sub items, will be considered as a whole.

 6.1.1 Vendor’s Price for the Initial Term: The response must remain firm for 120 days from the bid

 opening date.

6.1.2 Price shall not be increased should vendor experience an increase in wage rates, materials, equipment, or in any other of Vendor’s costs, or should Vendor be compelled to pay premium wages for overtime work prior to completion of Vendor’s work under the resulting contract.

6.1.3 Renewals:

6.1.3.1 If the resulting contract will contain renewal options, the price for renewals shall be the same rate as for the initial term unless a different compensation or formula for determining the renewal compensation is stated in this section. If the University formula is shown below, Vendor shall calculate renewal rates using that formula.

6.1.3.2 If the University decides to exercise any renewal option, a revised price schedule will be included with the renewal. Cost increases or decreases shall be allowed only at the time of contract renewal and shall be increased or decreased by no more than a percentage equal to the percentage by which the United States Department of Labor Consumer Price Index (CPI) of the Midwest Region for wages for the month of \_N/A\_, for all urban consumers (computed on the same basis and by the same methods as are used on the date thereof) shall exceed or be less than the index number published as aforesaid for the month in which the original Contract is signed.

6.1.3.3 University Formula for Determining Renewal Compensation: \_N/A\_

6.1.3.4 Vendor’s Price for Renewal(s): N/A

6.2 Type of Pricing: Pricing under the resulting contract will be [x]  firm [ ]  estimated $

6.3 Discount: The University may receive a % discount for payment within days of receipt of correct invoice.

6.4 Invoicing:

6.4.1 By submitting an invoice, Vendor certifies that the supplies or services provided meet all requirements of the contract, and the amount billed and expenses incurred are as allowed in the contract. Invoices may be subject to statutory offset (30 ILCS 210).

6.4.2 Vendor shall invoice at the completion of the contract unless invoicing is tied in the contract to milestones, deliverables, or other invoicing requirements agreed to in the contract. University may withhold final payment until all services, supplies, reports or other deliverables specified herein have been completed in a form satisfactory to University. Send invoices to:

Northern Illinois University

Accounts Payable Services

Lowden Hall 204

 DeKalb, IL 60115

 Ph: 815-753-1514, Fax: 815-753-2007

AccountsPayableSrvs@niu.edu

6.4.3 University may withhold or nullify the whole or a part of any invoice if necessary to protect University from loss on account of: a) unsatisfactory work performed; b) failure of Vendor to make required payments to Subcontractors; c) damage to University property or related liability; or d) incomplete, inaccurate, or unauthorized billing.

6.5 Taxes: Pricing shall not include any taxes unless accompanied by proof the University is subject to the tax. If necessary, Vendor may request the University’s Illinois tax exemption number and federal tax exemption information.

# 7. Standard Terms and Conditions

## 7.1 Payment Terms and Conditions

7.1.1 Late payment: Payments, including late payment charges, will be paid in accordance with the State Prompt Payment Act and rules when applicable (30 ILCS 540; 74 Ill. Adm. Code 900). This shall be Vendor’s sole remedy for late payments by the University. Payment terms contained on Vendor’s invoices shall have no force or effect.

7.1.2 Minority Contractor Initiative: The State Comptroller requires a fee of $15 to cover expenses related to the administration of the Minority Contractor Opportunity Initiative for contracts paid with State funds. Any Vendor awarded a contract under Section 20-10, 20-15, 20-25 or 20-30 or the Illinois Procurement Code (30 ILCS 500) of $1,000 or more, other than statewide master contracts, is required to pay a fee of $15. The State Comptroller shall deduct the fee from the first check issued to the Vendor under any contract resulting from this solicitation.

7.1.3 Expenses: The University will not pay for supplies provided or services rendered, or expenses incurred prior to the execution by the Parties of any resulting contract even if the effective date of the contract is prior to execution.

7.1.4 Prevailing Wage: Certain services require vendors to pay prevailing wage rates. See Section 8 for Supplemental Terms and Conditions. If applicable, and as a condition of receiving payment, Vendor must pay its employees prevailing wages in the locality in which the work is to be performed. Vendor shall provide a copy of the certified payroll on request. Vendor is responsible for contacting the Illinois Department of Labor to ensure understanding of prevailing wage requirements. The prevailing rates of wages are determined by the Illinois Department of Labor and are available on the Department’s official website: <http://www.illinois.gov/idol/Laws-Rules/CONMED/Pages/prevailing-wage-rates.aspx>.

7.1.5 Federal Funds: For purchases funded in whole or in part by Federal funds, the solicitation will identify the federal agency providing the funds, the name of the fund and contact information where interested parties can obtain requirements for contracting in relation to those funds. (44 Ill. Adm. Code 4.2005(w))

7.1.6 Availability of Appropriation (30 ILCS 500/20-60): Any resulting contract is contingent upon and subject to the availability of funds. The University, at its sole option, may terminate or suspend this contract, in whole or in part, without penalty or further payment being required, if the Illinois General Assembly or the federal funding source fails to make an appropriation sufficient to pay such obligation. If funds needed are insufficient for any reason, the University has discretion on which contracts will be funded.

7.2 Assignment and Subcontracting: Any resulting contract may not be assigned or transferred in whole or in part by Vendor without the prior written consent of the University. For purposes of this section, subcontractors are those specifically hired by the Vendor to perform all or part of the work covered by the contract. Vendor shall describe the names and addresses of all subcontractors to be utilized by Vendor in the performance of the resulting contract, together with a description of the work to be performed by the subcontractor and the anticipated amount of money that each subcontractor is expected to receive pursuant to a subsequent contract. Vendor shall notify the University in writing of any additional or substitute subcontractors hired during the term of a resulting contract, and shall supply the names and addresses and the expected amount of money that each new or replaced subcontractor will receive pursuant to the Contract. All subcontracts must include the same certifications and disclosures that Vendor must make as a condition of this solicitation.

7.3 Audit / Retention of Records: Vendor and its subcontractors shall maintain books and records relating to the performance of the resulting contract or subcontract and necessary to support amounts charged to the University. Books and records, including information stored electronically, shall be maintained by the Vendor for a period of three years from the later of the date of final payment under the contract or completion of the contract, and by the subcontractor for a period of three years from the later of final payment under the term or completion of the subcontract. If federal funds are used to pay contract costs, the Vendor and its subcontractors must retain its records for a minimum of five years after completion of work. Books and records required to be maintained under this section shall be available for review or audit by representatives of: the University, the Auditor General, the Executive Inspector General, the Chief Procurement Officer, State of Illinois internal auditors or other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. Vendor and its subcontractors shall cooperate fully with any such audit and with any investigation conducted by any of these entities. Failure to maintain books and records required by this section shall establish a presumption in favor of the University for the recovery of any funds paid by the University under the contract for which adequate books and records are not available to support the purported disbursement. The Vendor or subcontractors shall not impose a charge for audit or examination of the Vendor’s books and records (30 ILCS 500/20-65).

7.4 Time is of the Essence: Time is of the essence with respect to Vendor’s performance of any resulting contract. Vendor shall continue to perform its obligations while any dispute concerning the contract is being resolved unless otherwise directed by the University.

7.5 No Waiver of Rights: Except as specifically waived in writing, failure by a Party to exercise or enforce a right does not waive that Party’s right to exercise or enforce that or other rights in the future.

7.6 Force Majeure: Failure by either Party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control and not due to its negligence including acts of nature, acts of terrorism, riots, fire, flood, explosion, and governmental prohibition. The non-declaring Party may cancel the contract without penalty if performance does not resume within 30 days of the declaration.

7.7 Confidential Information: Each Party to any resulting contract, including its agents and subcontractors, may have or gain access to confidential data or information owned or maintained by the other Party in the course of carrying out its responsibilities under that contract. Vendor shall presume all information received from the University or to which it gains access pursuant to this solicitation and resulting contract is confidential. Vendor information, unless clearly marked as confidential and exempt from disclosure under the Illinois Freedom of Information Act, shall be considered public. No confidential data collected, maintained, or used in the course of performance of the contract shall be disseminated except as authorized by law and with the written consent of the disclosing Party, either during the period of the contract or thereafter. The receiving Party must return any and all confidential data collected, maintained, created or used in the course of the performance of the contract, in whatever form it is maintained, promptly at the end of the contract, or earlier at the request of the disclosing Party, or notify the disclosing Party in writing of its destruction. The foregoing obligations shall not apply to confidential data or information lawfully in the receiving Party’s possession prior to its acquisition from the disclosing Party that were received in good faith from a third-party not subject to any confidentiality obligation to the disclosing Party; that is now or later becomes publicly known through no breach of confidentiality obligation by the receiving Party; or is independently developed by the receiving Party without the use or benefit of the disclosing Party’s confidential information.

7.8 Freedom of Information Act: This solicitation and any resulting contract and all related public records maintained by, provided to, or required to be provided to the University are subject to the Illinois Freedom of Information Act notwithstanding any provision to the contrary that may be found in the resulting contract. (5 ILCS 140)

7.9 Use and Ownership: All work performed or supplies created by Vendor under any resulting contract, whether written documents, data, goods or deliverables of any kind, shall be deemed work-for-hire under copyright law and all intellectual property and other laws, and the University is granted sole and exclusive ownership to all such work, unless otherwise agreed in writing. Vendor hereby assigns to the University all right, title, and interest in and to such work including any related intellectual property rights, and waives any and all claims that Vendor may have to such work including any so-called "moral rights" in connection with the work. Vendor acknowledges the University may use the work product for any purpose. Confidential data or information contained in such work shall be subject to confidentiality provisions of the executed contract.

7.10 Indemnification and Liability: The Vendor shall indemnify and hold harmless the University, its Board of Trustees, the State of Illinois, its agencies, officers, employees, agents and volunteers from any and all costs, demands, expenses, losses, claims, damages, liabilities, settlements and judgments, including in-house and contracted attorneys’ fees and expenses, arising out of: (a) any breach or violation by Vendor of any of its certifications, representations, warranties, covenants or agreements; (b) any actual or alleged death or injury to any person, damage to any property or any other damage or loss claimed to result in whole or in part from Vendor’s negligent performance; or (c) any act, activity or omission of Vendor or any of its employees, representatives, subcontractors or agents. Neither Party shall be liable for incidental, special, consequential or punitive damages.

7.11 Insurance: Vendor shall, at all times during the term and any renewals, maintain and provide upon request a Certificate of Insurance naming the University and its Board of Trustees as additional insured for all required bonds and insurance. Certificates may not be modified or canceled until at least 30 days’ notice has been provided to the University. Vendor shall provide at a minimum: (a) General Commercial Liability-occurrence form in amount of $1,000,000 per occurrence (Combined Single Limit Bodily Injury and Property Damage) and $2,000,000 Annual Aggregate; (b) Auto Liability, including Hired Auto and Non-owned Auto, in amount of $1,000,000 per occurrence (Combined Single Limit Bodily Injury and Property Damage); and (c) Worker’s Compensation Insurance in amount required by law. Insurance shall not limit Vendor’s obligation to indemnify, defend, or settle any claims.

7.12 Independent Contractor: Vendor shall act as an independent contractor and not an agent or employee of the University.

7.13 Solicitation and Employment: Vendor shall not employ any person employed by the University during the term of any resulting contract to perform any work under the contract. Vendor shall give notice immediately to the University’s president or designee if Vendor solicits or intends to solicit University employees to perform any work under any resulting contract.

7.14 Background Check: Whenever the University deems it reasonably necessary for security reasons, the University may require background checks of Vendor’s and subcontractor’s officers, employees or agents. Vendor or subcontractor shall reassign immediately any such individual who, in the opinion of the University, does not pass the background checks.

7.15 Applicable Law: Any resulting contract shall be construed in accordance with and is subject to the laws and rules of the State of Illinois. The Department of Human Rights’ Equal Opportunity requirements are incorporated by reference (44 Ill. Admin. Code 750). Any claim against the University arising out of a contract must be filed exclusively with the Illinois Court of Claims. (705 ILCS 505/8) The University does not waive sovereign immunity by entering into a resulting contract. The official text of cited statutes is incorporated by reference.

7.16 Compliance with the Law: The Vendor, its employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations, orders, federal circulars and all licenses and permit requirements in the performance of the subsequent contract. Vendor shall be in compliance with applicable tax requirements and shall be current in payment of such taxes. Vendor shall obtain at its own expense, all licenses and permissions necessary for the performance of any resulting contract.

7.17 Anti-Trust Assignment: If Vendor does not pursue any claim or cause of action it has arising under federal or state antitrust laws relating to the subject matter of the contract, then upon request of the Illinois Attorney General, Vendor shall assign to the University rights, title and interest in and to the claim or cause of action.

7.18 Contractual Authority: The University that signs the resulting contract shall be the only State entity responsible for performance and payment under the contract. If the Chief Procurement Officer, State Purchasing Officer, or authorized designee approves the contract prior to execution by a university, he / she does so as approving officer and shall have no liability, personal or otherwise, to Vendor.

7.19 Notices: Notices and other communications shall be given in writing by registered or certified mail with return receipt requested, by receipted hand delivery, or by courier (UPS, Federal Express or other similar and reliable carrier) showing the date and time of successful receipt. Each such notice shall be deemed to have been provided at the time it is actually received. By giving notice, either Party may change the contact information.

7.20 Modifications and Survival: Amendments, modifications and waivers must be in writing and signed by authorized representatives of the Parties. Any provision of this solicitation and any resulting contract officially declared void, unenforceable, or against public policy, shall be ignored and the remaining provisions shall be interpreted, to the extent possible, to give effect to the Parties’ intent. All provisions that by their nature would be expected to survive, shall survive termination.

7.21 Performance Record / Suspension: Upon request of the University, Vendor shall meet to discuss performance or provide contract performance updates to help ensure proper performance of the contract. The University may consider Vendor’s performance under any resulting contract and compliance with law and rule to determine whether to continue the contract, whether to suspend Vendor from doing future business with the University for a specified period of time, or to determine whether Vendor can be considered responsible on specific future contract opportunities.

7.22 Schedule of Work: Any work performed on University premises shall be done during the hours designated by the University and performed in a manner that does not interfere with the University, its personnel, or related operations.

## 7.23 Warranties for Supplies and Services

7.23.1 Vendor warrants that the supplies furnished under any resulting contract will: (a) conform to the standards, specifications, drawings, samples or descriptions furnished by the University or furnished by the Vendor and agreed to by the University, including but not limited to all specifications attached as exhibits hereto; (b) be merchantable, of good quality and workmanship, and free from defects for a period of twelve months or longer if so specified in writing, and fit and sufficient for the intended use; (c) comply with all federal and state laws, regulations, and #ordinances pertaining to the manufacturing, packing, labeling, sale, and delivery of the supplies; (d) be of good title and be free and clear of all liens and encumbrances and; (e) not infringe any patent, copyright or other intellectual property rights of any third party.

7.23.2 Vendor shall insure that all manufacturers’ warranties are transferred to the University and shall provide a copy of the warranty. These warranties shall be in addition to all other warranties, express, implied, or statutory, and shall survive the University’s payment, acceptance, inspection, or failure to inspect the supplies.

7.23.3 Vendor warrants that all services will be performed to meet the requirements of the contract in an efficient and effective manner by trained and competent personnel. Vendor shall monitor performances of each individual and shall reassign immediately any individual who does not perform in accordance with the contract, who is disruptive or not respectful of others in the workplace, or who in any way violates the contract or University policies.

7.23.4 Vendor agrees to reimburse the University for any losses, costs, damages or expenses, including without limitation, reasonable attorney’s fees and expenses arising from failure to meet such warranties.

7.24 Reporting:

7.24.1 Vendor shall immediately notify the University of any event that may have a material impact on Vendor’s ability to perform the contract.

7.24.2 By August 31 of each year, Vendor shall report to the University the number of qualified veterans and certain ex-offenders hired during Vendor’s last completed fiscal year. (30 ILCS 500/45-67 & 45-70) Vendor may be entitled to employment tax credit for hiring individuals in those groups. (35 ILCS 5/216, 5/217)8. Supplemental Terms and Conditions

8.1 University Supplemental Terms and Conditions (completed by University staff)**:**

[x]  University Definitions: N.I.U. & University refer to – Northern Illinois University, DeKalb, IL 60115.

[ ]  Required Federal Clauses, Certifications and Assurances

[ ]  Public Works (construction and maintenance of a public work) prevailing wage and other requirements (820 ILCS 130/4)

[ ]  Prevailing Wage (janitorial cleaning services, window cleaning services, building and grounds services, site technician services, natural resources services, food services, and security services, if valued at more than $200 per month or $2,000 per year or printing, including all printing processes and operations involved in printing) (30 ILCS 500/25-60)

[ ]  University Specific Terms and Conditions

[x]  Other (describe): Additional Northern Illinois University Certifications and Additional Vendor Notes

Attn: Vendors employing subcontractors

Both the Certifications form and the Additional NIU Certifications form, in their entirety, also apply to subcontractors used on the contract. Vendor shall include both Certifications in any subcontract used in the performance of the contract using the Certification form provided by the Illinois Procurement Gateway and NIU. If any subcontractor is to be used in the performance of the services required under the contract, Vendor certifies that it has provided the name(s), address(es) and amount(s) expected to be paid to the subcontractors (collectively, the “Subcontractor Information”), and that the Subcontractor Information and a description of the general type of work to be performed by the subcontractors, including a description of which portion(s) of the work will be subcontracted out, is included in the contract. Vendor may not use the services of other contractors or subcontractors not named in the contract without the prior written permission of University. If at any time during the term of the contract, a Vendor adds or changes any subcontractor, Vendor shall promptly notify the University in writing of the names, addresses, work to be performed, and the expected payment each new or replaced subcontractor will receive under the contract.

Conflict of Interest. Vendor is under no legal prohibition on contracting with the State of Illinois and has no known conflicts of interest. In addition, Vendor has disclosed, if required, on forms provided by the University, and agrees it is under a continuing obligation to disclose to the University, financial or other interests (public or private, direct or indirect) that may be a potential conflict of interest or that would prohibit Vendor from having or continuing the Contract.

**Disclosure of Business Operations in Iran**

In accordance with 30 ILCS 500/50-36, each bid, offer, or proposal submitted for a State contract, other than a small purchase defined in Section 20-20 of the Illinois Procurement Code, shall include a disclosure of whether or not the bidder, offeror, or proposing entity, or any of its corporate parents or subsidiaries, within the 24 months before submission of the bid, offer, or proposal had business operations that involved contracts with or provision of supplies or services to the Government of Iran, companies in which the Government of Iran has any direct or indirect equity share, consortiums or projects commissioned by the Government of Iran and:

* more than 10% of the company’s revenues produced in or assets located in Iran involve oil-related activities or mineral-extraction activities; less than 75% of the company’s revenues produced in or assets located in Iran involve contracts with or provision of oil-related or mineral – extraction products or services to the Government of Iran or a project or consortium created exclusively by that Government; and the company has failed to take substantial action; or
* the company has, on or after August 5, 1996, made an investment of $20 million or more, or any combination of investments of at least $10 million each that in the aggregate equals or exceeds $20 million in any 12- month period that directly or significantly contributes to the enhancement of Iran’s ability to develop petroleum resources of Iran.

A bid, offer, or proposal that does not include this disclosure may be given a period after the bid or offer is submitted to cure non-disclosure. We may consider this disclosure when evaluating the bid, offer, or proposal or awarding the contract.

[ ]  There are no business operations that must be disclosed to comply with the above cited law.

[ ]  The following business operations are disclosed to comply with the above cited law:

Under the penalties of perjury, the FEDERAL TAXPAYER IDENTIFICATION NUMBER (TIN) noted below is correct. The vendor is doing business as a (PLEASE CHECK ONE) and enter TIN in the space provided:

 Individual Real Estate Agent

 Sole Proprietorship Governmental Entity

 Partnership Tax Exempt Organization

 Corporation [IRC 501 (a) only]

 Not-for-profit Corporation Trust or Estate

 Medical and Health Care Services Provider Corporation

 **Taxpayer Identification Number (TIN):\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Vendor agrees that this contract is subject to termination and cancellation without penalty in any year in which the Illinois General Assembly fails to make an appropriation to make payments under the terms hereof.

To the extent this contract calls for the construction of a “public work,” within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. (“the Prevailing Wage Act”), Vendor acknowledges that the Prevailing Wage Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the “prevailing rate of wages” (hourly cash wages plus fringe benefits) in the county where the work is performed. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor’s website at: <http://www.state.il.us/agency/idol/rates/rates.HTM>. Vendor certifies that all contractors and subcontractors rendering services under this contract will comply with all requirements of the Prevailing Wage Act, including but not limited to, all wage, notice and record keeping duties.

Pursuant to the Employment of Illinois Workers on Public Works Act, Vendor shall employ Illinois laborers on all public works projects or improvements, or for the clean-up and on-site disposal of hazardous waste whenever there is a period of excessive unemployment in Illinois, pursuant to the guidelines and exceptions in 30 ILCS 570/0.01 et. seq.

Vendor and its subcontractors shall maintain books and records relating to the performance of the contract or subcontract and necessary to support amounts charged to the University pursuant the contract or subcontract. Books and records, including information stored in databases or other computer systems, shall be maintained by the Vendor for a period of three years from the later of the date of final payment under the contract or completion of the contract, and by the subcontractor for a period of three years from the later of final payment under the term or completion of the subcontract. If federal funds are used to pay contract costs, the Vendor and its subcontractors must retain its records for a minimum of five years after completion of work. Books and records required to be maintained under this section shall be available for review or audit by representatives of: the procuring University, the Auditor General, the Executive Inspector General, the Chief Procurement Officer, State of Illinois internal auditors or other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. Vendor and its subcontractors shall cooperate fully with any such audit and with any investigation conducted by any of these entities. Failure to maintain books and records required by this section shall establish a presumption in favor of the University for the recovery of any funds paid by the University under the contract for which adequate books and records are not available to support the purported disbursement. The Vendor or subcontractors shall not impose a charge for audit or examination of the Vendor’s books and records. 30 ILCS 500/20-65.

By signing this form, the Vendor signifies agreement and compliance with the certifications and conditions identified in this document. I certify that the above information is accurate and complete:

Company Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ City/State/Zip Code:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Telephone Number:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Printed Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Additional NIU Certifications 1-30-15

**\*\*VENDORS PLEASE NOTE -- ACTION REQUIRED\*\***

**Illinois Department of Human Rights Number**

If Vendor employed fifteen or more full-time employees at any time during the 365-day period immediately preceding the publication of this solicitation in the Illinois Procurement Bulletin (or issuance date if not published), it must have a current IDHR Public Contract Number or have proof of having submitted a completed application for one **prior** to the solicitation opening date [775 ILCS 5/2-101(j); 44 Ill.Admin.Code 750.210].

\*\*\***IF YOU DO NOT MEET THESE CRITERIA, THEN YOUR BID OR OFFER WILL BE DISQUALIFIED.\*\*\***

For more information go to:

 <http://www.illinois.gov/dhr/PublicContracts/Pages/default.aspx>

Respond to one of the three items listed:

IDHR Number\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 (or)

\_\_\_\_\_\_ Proof of having submitted a completed application PRIOR to solicitation opening date attached.

NOTE: If applied for, DHR number must be received prior to any award being issued.

 (or)

\_\_\_\_\_ Vendor is not required to have a DHR number because vendor did not employ fifteen or more full-time employees at any time during the 365-day period immediately preceding the publication of this solicitation in the Illinois Procurement Bulletin (or issuance date if not published).

**Illinois Secretary of State - Legal Entity and Authorized to do Business in Illinois**

A person (other than an individual acting as a sole proprietor) must be a duly constituted legal entity and authorized to do business in Illinois prior to submitting a bid or Offer. 30 ILCS 500/20-43.

\*\*\***IF YOU DO NOT MEET THESE CRITERIA, THEN YOUR BID OR OFFER WILL BE DISQUALIFIED.\*\*\***

For more information go to:

<http://cyberdriveillinois.com/departments/business_services/howdoi.html>

\_\_\_\_\_ Check here to certify that you are in good standing with the State of Illinois.

**Registration with Illinois State Board of Elections**

Vendors must be in compliance with the registration requirements of the Elections Code (10 ILCS 5/9-35) and the restrictions on making political contributions and related requirements of the Illinois Procurement Code. Vendor will not make a political contribution that will violate these requirements. 30 ILCS 500/20-160 and 50-37

\*\*\***IF YOU DO NOT MEET THESE CRITERIA, THEN YOUR BID OR OFFER WILL BE DISQUALIFIED.\*\*\***

For more information go to:

 <https://BEREP.elections.il.gov>

\_\_\_\_\_ Check here to certify that you have registered with the Illinois State Board of Elections if you are required to do so.

**Responses that do not comply with the requirements above will be disqualified.**

3/9/16 NIU

## 8.2 Vendor Supplemental Terms and Conditions:

This is supplemental information that supports a vendor’s response (e.g. a vendor’s licensing agreement). This does not include exceptions to University specifications, terms and conditions, or any other part of this solicitation. Any exceptions must be listed in Section 9.

# 9. Vendor Exceptions and Confidential Information

Any exceptions and confidential information must be noted on this page. The University discourages taking exceptions. State law shall not be circumvented by the exception process. Exceptions may result in rejection of Vendor’s response.

**9.1 EXCEPTIONS TO STANDARD TERMS AND CONDITIONS**

Vendor agrees with the terms and conditions set forth in the solicitation, including the standard terms and conditions, University supplemental provisions, certifications, and disclosures, with the following exceptions:

|  |  |
| --- | --- |
| Page # / Section / Subsection # | State the exception such as “add,” “replace,” and / or “delete.” |
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**9.2 CONFIDENTIAL INFORMATION**

You must include a redacted copy of your response.

|  |  |
| --- | --- |
|  |  |
| Page # / Section / Subsection # | State the information being claimed as confidential and the statutory basis for each claim. Include supporting information. |
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# 10. References

References [ ]  are [x]  are not requested.

If requested, provide references, according to the instructions below. All references must be established firms or government agencies other than the procuring University that can attest to Vendor’s experience and ability to perform the contract that is the subject of this solicitation. These references will be contacted.

Type of References: N/A

Number of Each Reference Type: N/A

# 11. Form A or B

**STOP - Please read the following instructions carefully.**

If you **ARE NOT registered** in the Illinois Procurement Gateway (IPG) and **do not have** an active IPG Registration Number with an unexpired date, **you must complete and attach Form A** which can be found at: <http://www.illinois.gov/cpo/HigherEd/Documents/Form%20A.docx>.

To verify registration, go to the Illinois Procurement Gateway (<https://ipg.vendorreg.com>) and search the “IPG Registered Vendor Directory”.

**If you do not find your company name, you will need to complete and submit your Illinois Vendor Registration on the website AND you must submit FORM A with your solicitation response.**

If you **ARE registered** in the Illinois Procurement Gateway and **have** an active unexpired IPG registration number, **you must complete and attach Form B** which can be found at: <http://www.illinois.gov/cpo/HigherEd/Documents/Form%20B.docx>.

**Failure to provide the correct form may render the submission non-responsive and will result in disqualification.**

**END OF DOCUMENT**