

# State of Illinois Public Institutions of Higher Education

# Invitation for Bid

FROZEN/DRY GOODS/STAPLES FOR UIS FOOD SERVICE WG218

DUE: May 16, 2017 2:00 PM CST

Vendor Submitting Offer:	
Vendor Address:	
Vendor Contact:	
Vendor Contact Email:	
Vendor Contact Phone Number:	

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

The Board of Trustees of the University of Illinois on behalf of the University of Illinois Springfield requests proposals 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:**

The University of Illinois Springfield is seeking Vendors to supply frozen, dry goods and staples food items as needed upon request for the term of July 1, 2017 through December 31, 2017 for UIS Food Service.

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.

State of Illinois Business Entity Registration: Companies that are not formed under Illinois law should be aware that Section 20-43 of the Illinois Procurement Code (30 ILCS 500/20-43) provides, "In addition to meeting any other requirements of law or rule, a person (other than an individual acting as a sole proprietor) may qualify as a bidder ... only if the person is a legal entity authorized to do business in Illinois prior to submitting the bid." In the case of a corporation, for example, that authorization would come through the Office of the Secretary of State (for contact information and forms, see <a href="http://www.cyberdriveillinois.com/departments/business">http://www.cyberdriveillinois.com/departments/business</a> services/home.html). IT IS CRITICAL THAT YOU COMPLETE THIS REGISTRATION PRIOR TO SUBMITTING YOUR PROPOSAL. In addition, a bidder on this solicitation must be registered as a business entity with the Illinois State Board of Elections at <a href="http://www.elections.il.gov/">http://www.elections.il.gov/</a>. Further information regarding registration and associated fees may be found at <a href="http://business.illinois.gov/default.cfm">http://business.illinois.gov/default.cfm</a>. For legal advice, however, contact your own legal counsel.

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 <a href="www.illinois.gov/cpo/pages/preferences">www.illinois.gov/cpo/pages/preferences</a> for more information regarding these programs.

## **Table of Contents**

1.		Instructions for Submitting Responses	5
	1.1	Responding to the Solicitation	5
	1.2	Published Procurement Information	5
	1.3	Solicitation Contact	5
	1.4	Vendor Questions / University Responses	5
	1.5	Pre-Submission Conferences and / or Site Visits	5
	1.6	Due Date, Time and Address for Submission of Responses	6
	1.7	Late Submissions	6
	1.8	Response Firm Time	6
	1.9	Security	6
	1.10	Small Business Set-Aside	6
	1.11	Minorities, Females and Persons with Disabilities Participation and Utilization Plan	6
	1.12	Veteran-Owned Small Business Participation and Utilization Plan	7
	1.13	Employment Tax Credit	7
	1.14	Governing Law and Forum	7
	1.15	Public Records and Requests for Confidential Treatment	7
	1.16	Reservations	8
	1.17	Protest Review Office	8
2.		Evaluation Process	8
	2.1	Evaluation	8
	2.2	Award	9
3.		Vendor's Checklist for Submission of Response	10
	3.1	Solicitation Review	
	3.2 3.3	Pre-Submission Conference Site Visits	
	3.3	nesponse submission	10
4.		Vendor's Offer	11
5.		Description of Supplies and Services	12
	5.1	University's Need for Supplies / Services	12
	5.2	Supplies / Services Required	12
	5.3	Vendor and Staffing Specifications	13
	5.4	Transportation and Delivery Terms	13
	5.5	Subcontracting	14
	5.6	Location where Services are to be Performed	14
	5.7	Term	15
	5.8	Renewal	15
	5.9	Termination for Cause	15
	5.10	Termination for Convenience	15
6.		Pricing	15

6.1	Pricing Offer	15
6.2	Type of Pricing	16
6.3	Discount	16
6.4	Invoicing	16
6.5	Taxes	16
7.	Standard Terms and Conditions	16
7.1	Payment Terms and Conditions	16
7.2	Assignment and Subcontracting	17
7.3	Audit / Retention of Records	17
7.4	Time is of the Essence	18
7.5	No Waiver of Rights	18
7.6	Force Majeure	18
7.7	Confidential Information	18
7.8	Freedom of Information Act	18
7.9	Use and Ownership	18
7.10	Indemnification and Liability	19
7.11	Insurance	19
7.12	Independent Contractor	19
7.13	Solicitation and Employment	19
7.14	Background Check	19
7.15	Applicable Law	19
7.16	Compliance with the Law	19
7.17	Anti-Trust Assignment	20
7.18	Contractual Authority	20
7.19	Notices	20
7.20	Modifications and Survival	20
7.21	Performance Record / Suspension	20
7.22	Schedule of Work	20
7.23	Warranties for Supplies and Services	20
7.24	Reporting	21
8.	Supplemental Terms and Conditions	21
8.1	University Supplemental Terms and Conditions	21
8.2	Vendor Supplemental Terms and Conditions:	21
9.	Vendor Exceptions and Confidential Information	22
10.	References	23
11	Form A or R	24

#### 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") (<a href="https://www.procure.stateuniv.state.il.us">https://www.procure.stateuniv.state.il.us</a>). 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.
- **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: Wendy Gochanour Phone: 217/206-6606

University Name: University of Illinois Springfield Email: wwith1@uillinois.edu

Street Address: One University Plaza, BSB106 City, State, Zip: Springfield, IL 62703-5407

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 May 5, 2017. 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:	X Yes	☐ No
	Mandatory Attendance (encouraged – yes):	Yes	⊠ No

Date: Friday, April 21, 2017 Time: 10:00am CDST

Location: Conference Call – 1-888-983-3631

Additional Information: Conference ID#:7811483

Additional Information: Questions regarding technical requirements will not be answered during this call and should be submitted as directed in 1.4. This teleconference is to discuss state requirements for submission of the solicitation only. Please have the solicitation document available for reference purposes.

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	<b>Due Date, Time and Address for Submission of Responses</b> : 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, May 16, 2017 Time:	2:00pm CST
	1.6.2	Submit / Deliver Responses To:	Label (outside of envelopes / containers):
		University of Illinois Springfield Attn: Purchasing Department One University Plaza, MS BSB 106 Springfield, IL 62703-5407	Sealed Response – DO NOT OPEN  Vendor Name:  Vendor Address:  Project Title: Frozen/Dry Goods/Staples for  UIS Food Service  Bulletin Reference #: WG218  Due Date: May 16, 2017 by 2:00 PM CST
	1.6.3 respon drive.		ust submit a signed original and 1 copy of the addition, Vendor must submit 1 copy USB flash
1.7	for ens	uring that their response is received at	vill not be considered. The Vendor is responsible the time, date, and place specified. All times are after the specified date and time may be returned
1.8	Respor	se Firm Time: The response must rema	in firm for 90 days from the opening date.
1.9	<b>Security</b> : N/A Bid Bond <\$ or %> Performance Bond <\$ or %> 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			No If "yes" is marked, Vendor must be qualified due in order to be evaluated. (30 ILCS 500/45-45)
1.11	N/A include the Sta subcon	businesses owned and controlled by m te's procurement and contracting / subc	his solicitation contains a goal of 20 % to inorities, females and persons with disabilities in ontracting processes. All questions regarding any dicitation Contact. Failure to submit a Utilization
	Note: N	IAICS/NIGP Codes: 5142359000, 514939	90000, 51494140000.
	Utiliza	EP goal is identified, you must on the standard of the standar	which can be found at:

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

1.12	Veteran-Owned Small Business Participation and Utilization Plan:	
	N/A ☐ Yes ☐ No If "yes" is marked, this solicitation contains a goal of	_% to
	include businesses owned and controlled by military Veterans in the State's procuren	nent 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 r	equired,
	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: <a href="http://www.illinois.gov/cpo/HigherEd/Pages/Forms.aspx">http://www.illinois.gov/cpo/HigherEd/Pages/Forms.aspx</a> .	
	Visit (http://www.illinois.gov/cms/business/sell2/Pages/VeteranownedBusinesses.asg	ox) 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 III. 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

- WG218 Frozen/Dry Goods/Staples for UIS Food Service
  - 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.

#### **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	<b>Solicitation Review</b> : We have reviewed documents, instructions and any applicate completed all blanks and provided all requ	ble revisions (adde <u>nd</u> a)	
3.2	<b>Pre-Submission Conferences / Site Visits</b> : site visits, if mandatory. Yes No	We attended all pre-su  N/A	bmission conferences and / or
3.3	Response Submission: We have enclosed	the completed items as	shown below.
	Container properly labeled and addressed Correct number of copies Bid / Performance bond included Vendor's Offer Milestones and deliverables Vendor and staffing specifications Transportation and delivery terms Subcontracting disclosure Where services are to be performed Pricing completed as specified Standard terms and conditions Supplemental terms and conditions Vendor Exceptions included Confidential Information requested Redacted copy of response References provided as requested	Section 1.6.2 Section 1.6.3 Section 1.9 Section 4 Section 5.3 Section 5.4 Section 5.5 Section 5.6 Section 5.7 Section 6 Section 7 Section 8 Section 9 Section 9 Section 9 Section 9 Section 9 Section 10	Yes       No       N/A         Yes       No       N/A
	You must complete	•	
	following Forms as	applicable	
	Form A  (if vendor is not registered in the Illinois Pro Registration Number with an unexpire		☐ Yes ☐ N/A and does not have an active IPG
	or		
	Form B (if vendor is registered in the Illinois Procuren registration number)	Section 11 nent Gateway (IPG) and do	☐ Yes ☐ N/A pes have an active unexpired IPG

#### 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 pro	oviding the following explanation of qualification for the prefere	ence or special programs checked above:
•	that we have made no alterations or modifications to the orig	
related pro	ocurement documents, either text or graphics and whether tra	nsmitted electronically or hard copy.
Vendor Na	nme:	
Signature o	of Authorized Representative:	Date:
Printed Na	me:Title:	

#### 5. Description of Supplies and Services

**5.1** University's Need for Supplies / Services: The University of Illinois Springfield is seeking Vendors to supply frozen, dry goods and staples food items as needed upon request for the term of <u>July 1, 2017 through December 31, 2017</u> for UIS Food Service.

#### 5.2 Supplies / Services Required:

The awarded Vendor will supply the requested frozen, dry goods and staples food items as needed upon request for a term of <u>July 1, 2017 through December 31, 2017</u>.

By bidding, Vendor has agreed to furnish items listed in the bid below upon request at prices that are offered with your proposal. These prices will be in effect during the entire supply period stated unless adjustments are approved as outlined. (See Economic Adjustment Clause on page 16) Prices quoted are to include all discounts and are to include delivery to the UIS Food Service freezers, refrigerators or storerooms.

No other pricing changes will be allowed (Except as specified in the pricing section on page 15-16, Economic Adjustment Clause) pricing must be held firm throughout the entire bid period of <u>July 1, 2017</u> <u>through December 31, 2017</u>.

Items will be awarded line-by-line to the supplier with the item that best meets the specifications listed (including Brand specifications) and provides the lowest price.

Quantities stated are estimated amounts for the stated supply period. Orders will be placed for delivery during the supply period, which will, as nearly as can be estimated, total the estimated quantities given. Order requirements may be appreciably greater or lower than those shown due to unforeseen conditions that may arise.

Vendor shall note and explain any difference in specifications including grade, style, content, size or container and count per case if different from what is requested.

**Special Order or Non-Stocked Items Specifications:** For any item that a Vendor bids that is not kept in stock and is not readily supplied within normal ordering procedures the following is applied:

- 1. Special order items must be indicated on the bid document next to the item that requires a special order from Vendor.
- 2. Lead time for ordering must be indicated on the bid document next to the item that requires a special order from Vendor.
- 3. If Vendor is awarded an item that requires a special order, based on University estimated usage, Vendor should indicate if the item can be brought in and stocked, thus eliminating it as a special order item. Vendor should provide this information on an addendum to be included with Vendor's bid response.
  - If the lead time specified for a particular item is too long as determined by the University, a bid may be awarded to a next lowest responsive bidder who meets University requirements.
  - Additionally, after awarding, if when purchasing an item, the delivery exceeds the
    original stated lead time given to University by Vendor and is not available when needed
    or required by University, the item may be re-awarded to another vendor. This decision
    will be made by the University representative and may be only for the one instance or
    for the remaining bid period.
  - All items that are not regularly stocked or must be special ordered by Vendor must be labeled as such on the individual bid items with the approximate lead time required to

- have the product delivered to UIS Food Service. This information will be used in evaluating award of those items that must be special ordered.
- The award for special ordered items will be determined by what is in the best interest of the University.ie. Delivery time and meeting specifications

VENDOR MUST STATE BRAND NAME OF PRODUCTS OFFERED THAT DIFFER FROM BRAND NAME LISTED FOR EACH INDIVIDUAL ITEM.

Note: Bidder must provide sample prior to bid opening date for substitute items bid.

Special Note: See WG218 Attachment A at the end of this document as a reference tool to review the Chef's reasoning behind listed name brands.

#### 5.21 \*\*\*SPECIAL INSTRUCTIONS\*\*\*

To obtain a complete listing of the items to be bid on this solicitation, Vendor will need to download a copy of the <u>WG218BIDITEMS.xls</u> from the Illinois Public Higher Education Procurement Bulletin, (<u>www.procure.stateuniv.state.il.us</u>)

\*\*\*\*Vendor will enter item pricing, list brand, portion size and how packaged on this document. Save the results to a CD/DVD or memory stick to be submitted with your bid\*\*\*\*.

When the documents are complete, include the following items in your bid package due in the Purchasing Office by 2:00 pm on Tuesday, May 16, 2017:

- 1. Print paper copy of bid document (two original and copy), WG218, fill in required items
- 2. Print paper copy of WG218BIDITEMS excel document
- 3. Save WG218BIDITEMS.xlxs document to a <u>CD/DVD or memory stick and turn in</u> with proposal.
  - a. Changes to original specifications, will be ignored if altered on the WG218BIDITEMS excel Chart. Any exceptions must be noted in the Exception Explanation column.
- 4. All quantities in the item listing are estimates. The University reserves the right to order more than the quantity listed or less than the quantity listed.

All three should be included in the bid proposal package.

- 5.3 Vendor and Staffing Specifications: N/A
- **5.4 Transportation and Delivery Terms**: All prices quoted must be **F.O.B. delivered** to the University of Illinois Springfield, Food Service PAC117D, One University Plaza, MS PAC 117, Springfield, Illinois 62703 and to Founders Hall Café, 4800 Eliza Farnham Drive, Springfield, IL 62703 unless otherwise specified. Deliveries may also be made to the UIS Student Union when it is completed.

#### \*Special notice on invoice delivery tickets:

Vendor shall, upon each delivery of product(s), be required to have three (3) copies of invoice delivery ticket. Each ticket must be signed by the receiving UIS Food Service representative (University personnel) at the point of delivery. Only clear, legible invoice delivery tickets with enough information to properly identify products, quantity, unit price, extensions, and total will be accepted.

Separate invoices and deliveries will be required to all locations separately. Signed invoice delivery tickets will be distributed as follows:

- Two (2) copies left at point of delivery (this is to be the original and one copy)
- One (1) copy held in vendor's office as proof of delivery

Bidder shall state the days of the week that deliveries can be made to UIS Campus (NOTE: Deliveries to be completed before 4:00pm Monday through Friday). A **MINIMUM** of two delivery days per week must be available. Please indicate the days that deliveries can be made:

MONDAY TUESDAY WEDNESDAY THURSDAY FRIDAY

Separate invoices and deliveries will be required to University Cafeteria and to Founders Hall Café.

5.5	Subco	ntracting:
	5.5.1	Subcontracting 🔀 is allowed 🔲 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.
	5.5.2	The maximum percentage allowed to be provided by a subcontractor is
	5.5.3	Will subcontractors be utilized?  Yes  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:
		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.

5.5.4 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.

#### 5.6 Location where Services are to be Performed:

- 5.6.1 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.
- 5.6.2 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 Term:

- 5.7.1 Any contract resulting from this solicitation will have an initial term of <u>July 1, 2017 through</u> <u>December 31, 2017.</u> If a start date is not identified, the term of the resulting contract shall commence upon the last dated signature of the parties.
- 5.7.2 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.
- 5.7.3 Vendor shall not commence billable work in furtherance of the contract before the contract is signed by all parties.

#### 5.8 Renewal:

- 5.8.1 The resulting contract  $\square$  will  $\boxtimes$  will not contain renewal options. The resulting contract may not be renewed unless the renewal period(s) and any applicable conditions are shown below.
- 5.8.2 The University will not renew this Bid.
- 5.9 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.
- **5.10 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.
  - 6.1.1 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.

**ECONOMIC ADJUSTMENT CLAUSE:** Prices must be held firm for 90 days from the beginning of the listed period of July 1, 2017 or from the date of award, whichever is later. In the event of the Vendor's costs for the goods covered by a purchase order, issued as a result of this invitation for bid, should increase during the period of time in which the purchase order is in effect, the Vendor

shall, upon submission of written proof of such increase to the University, be entitled to adjust the price by an amount sufficient to compensate the Vendor completely and precisely for such increase. The Vendor must verify his cost at the time of the bid award and at the time of the requested increase. The increase will be allowed only on the cost to the Vendor, no increase or change in the Vendor's profit will be approved. The University reserves the right to ask for invoices, published price lists, or any other evidence establishing the Vendor's costs to support the increase.

In all cases, the Vendor <u>must</u> file a claim for such adjustments <u>prior</u> to the delivery of goods. In the event the Vendor has excessive complaints filed against him for non-delivery, his request may be <u>denied</u>, until such time as all past complaints are resolved to the satisfaction of the Purchasing Department. In the event such costs should decrease during the period of time that such purchase order is in effect, the University reserves the right to adjust the price downward to compensate it completely and precisely for such decrease in the same manner as described above. It will be the responsibility of the vendor to notify the University's Purchasing Department.

6.4	Invoicing:		
6.3	<b>Discount</b> : The University may receive a of correct invoice.	% discount for payment within	days of receip
6.2	<b>Type of Pricing</b> : Pricing under the resulting of	ontract will be 🔀 firm 🗌 estimated \$	

- 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. Invoices will be sent to the appropriate department as listed in the contract.
- 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.
- **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 III. 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: <a href="http://www.illinois.gov/idol/Laws-Rules/CONMED/Pages/prevailing-wage-rates.aspx">http://www.illinois.gov/idol/Laws-Rules/CONMED/Pages/prevailing-wage-rates.aspx</a>.
- 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 III. 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 inhouse 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 Nonowned 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 III. 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:	
		University Definitions
		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
		Other (describe)

#### 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.

#### **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."

#### **CONFIDENTIAL INFORMATION**

You must include a redacted copy of your response.

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

#### 10. References

Vendor should 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: Frozen/Dry Goods/Staples for Food Services

Number of Each Reference Type: NO references are required for this bid.

#### 11. Form A or B

# STOP - Please read the following instructions carefully.

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

The review process for acceptance and receiving a registered IPG number can take up to fourteen (14) to complete. Please make sure you allow for the appropriate amount of time for acceptance of your registration. Should you not have a completed registration number by the Bid Opening Date, your bid could be listed as non-responsive. If there is any question, please make sure you complete FORM A and submit with your response.

To verify registration, go to the Illinois Procurement Gateway (<a href="https://ipg.vendorreg.com">https://ipg.vendorreg.com</a>) 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 <u>ARE registered</u> in the Illinois Procurement Gateway and <u>have</u> an active unexpired IPG registration number, you must complete and attach Form B which can be found at: <a href="http://www.illinois.gov/cpo/HigherEd/Documents/Form%20B.docx">http://www.illinois.gov/cpo/HigherEd/Documents/Form%20B.docx</a>.

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

# ATTACHMENT A FROZEN/DRY GOODS/STAPLES BID WG218 Bid Items Brand Name Only

DESCRIPTION	EXCEPTION EXPLANATION
PORK AND SAUSAGE PIZZA PUFFS , PACKED 48 / 6 OZ PER CASE, ILTACO FOOD ONLY	Customer preference as indicated by repeat purchasing
BEEF, BEAN AND CHEESE BURRITOS, 4OZ, READY TO FRY, FERNANDOS BRAND ONLY	Customer preference as indicated by repeat purchasing
PRE-COOKED CHICKEN DRUMETTES, DIPPED IN BATTER & FROZEN. 12 LBS, TYSON PRODUCT #4403 ONLY	Customer preference as indicated by repeat purchasing
ORIGINAL GARDEN BURGERS, 48 / 3.4 OZ PER CASE, GARDEN BURGER INC. ONLY (FLAME GRILLED VARIETY NOT ACCEPTABLE)	Customer preference as indicated by repeat purchasing
BLACK BEAN AND CHEESE QUESADILLA ROLLS PACKED 4/4LB BOXES PER CASE, ANCHOR-MCCAIN ONLY	No other manufacturer for this product
BREADED PORK TENDERLOIN FRITTER, 40/4 OZ, BRODIE ONLY	Customer preference as indicated by repeat purchasing
MOZZARELLA CHEESE STUFFED 7" BREAD STICKS, PACKED 108 COUNT PER CASE, BOSCO PIZZA CO. ONLY	Customer preference as indicated by repeat purchasing
ONION RINGS, BEER BATTER DIPPED, PACKED 4-2 1/2 LB BAGS /CS., MOORES #4059 OR BREW CITY ONLY	Customer preference as indicated by repeat purchasing
BREADED MOZZARELLA STICKS, LIGHT SEASONED BREADING, MOORE'S PACKED 6/3 OR 6/4 LB/CS ONLY	Customer preference as indicated by repeat purchasing
BLACK BEAN PATTI, 3.40Z, GARDEN BURGER #520140 ONLY	Customer preference as indicated by repeat purchasing
CHICKEN, COOKED, GRILLED, BONELESS BREASTS, IQF, 4OZ SOLID MUSCLE, TYSON #38351 ONLY	Customer preference as indicated by repeat purchasing
FULLY COOKED, OVEN READY, HOMESTYLE BREADED CHICKEN BREAST FILETS, 3.5 OZ. 46 PER CASE, TYSON #2538-928 ONLY	Customer preference as indicated by repeat purchasing
FRESH CHICKEN BREAST MEAT RANDOM PACK , 6-12 OZ PER BREAST, 40 LB PER CASE, FRESH ONLY	Customer preference as indicated by repeat purchasing
CHICKEN THIGH MEAT, BONELESS AND SKINLESS, RAW, VACUMN PACKED IN 5 OR 10 LB BAGS. FRESH ONLY	Customer preference as indicated by repeat purchasing
CHICKEN PHILLY MEAT, PRODUCT #41140-001, ADVANCE BRAND ONLY	Customer preference as indicated by repeat purchasing
CHICKEN PHILLY MEAT, PRODUCT #41140-001, ADVANCE BRAND ONLY	Customer preference as indicated by repeat purchasing
SOUTHWESTERN SAUSAGE, 11 LB CASE HILLSHIRE FARM ONLY	Customer preference as indicated by repeat purchasing
ITALIAN SAUSAGE, 4/1, COOKED, JOHNSONVILLE ONLY	Customer preference as indicated by repeat purchasing
CHICKEN SALAD, FRESH, NO SUBSTITUTE, PACKED IN 2-5LB TUBS, PILGRIMS PRIDE ONLY	Customer preference as indicated by repeat purchasing
TUNA SALAD-FRESH, 2-5 LB TUBS, PILGRIMS PRIDE ONLY	Customer preference as indicated by repeat purchasing

SMOKED TURKEY BREAST, 2-OR 3- PIECE (FRESH) UNIT WEIGHT 9.5-10 LBS., NATURAL SMOKE, BONELESS. PERDUE #75015 ONLY	Customer preference as indicated by repeat purchasing
CINNAMON ROLL, BAKED AND ICED, 60Z, SIENNA BRAND ONLY	Has best flavor and amount of filling
MINI-MUFFINS, FROZEN, CHOCOLATE CHUNK, BLUEBERRY, BANANA NUT. 108/90Z/CASE, SARA LEE ONLY	Provides the best quality and taste; Customer preference as indicated by repeat purchasing
FROZEN PASTRY CUPS, 88 PER CASE, COHEN'S/WILTON ONLY	Best quality and most consistent cooking; Customer preference as indicated by repeat purchasing
CIABATTA ROLLS, ROSEMARY SEASONED, 3.5OZ-85/CASE, SIENNA BRAND ONLY	Provides the best flavor and shape; Customer preference as indicated by repeat purchasing
SCONES, RAW DOUGH, FROZEN, 96/CASE, 3/75OZ EACH, ASSORTED FLAVORS, PILLSBURY ONLY	Customer preference as indicated by repeat purchasing
CROISSANTS, CURVED, SLICED,36/CS 3OZ EACH, SIENNA BRAND ONLY	Customer preference as indicated by repeat purchasing
WRAPPED 4.75 OZ MUFFINS, STREUSEL, BLUEBERRY, BANANA NUT, CHOCOLATE CHUNK, CHOCOLATE CHIP, CINNAMON PECAN, 24/CASE, SARA LEE ONLY	Customer preference as indicated by repeat purchasing
FRENCH TOAST, THICK CUT, AUNT JEMIMA BRAND ONLY, MANUFACTURERS CODE-001960043560, 2.38OZ EACH, 72/CASE	Customer preference as indicated by repeat purchasing and provides the thickest toast of all brands
PIZZA CRUST, FROZEN, SELF RISING, RAW 12/14"/CASE, BONICI BRAND ONLY	Customer preference as indicated by repeat purchasing
TURANO, SLICED PANE BREAD, 6/48 OZ TO A CASE, TURANO ONLY	Customer preference as indicated by repeat purchasing
BISCUIT DOUGH, COUNTRY STYLE, 3.10Z, RAW, PILLSBURY ONLY	Best quality and most consistent cooking; Customer preference as indicated by repeat purchasing
DINNER ROLL, 20Z PARBAKED, SISTER SHUBERTS ONLY	Best quality and most consistent cooking; Customer preference as indicated by repeat purchasing
MEL-O-CREAM SWEET FRENCH BREAD DOUGH 60/6 OZ LOAVES/CASE, MEL-O-CREAM ONLY	Very specific product, no other manufacturer's item has this taste. This has been a favorite at UIS for 15 years. Customer preference as indicated by repeat purchasing.
FRENCH FRIES, BREW CITY, 5/16" STRAIGHT CUT, MAN CODE #00255 SIMPLOT INFINITY #000525 ONLY, NO SUBSTITUTIONS	Best quality and holds best after cooking; Customer preference as indicated by repeat purchasing
FRENCH FRIES, BREW CITY, 5/16" STRAIGHT CUT, MAN CODE #00255 SIMPLOT INFINITY #000525 ONLY, NO SUBSTITUTIONS	Best quality and holds best after cooking; Customer preference as indicated by repeat purchasing
FROZEN POTATO SLICES, LAMB WESTON ONLY, #B09	Best quality and holds best after cooking; Customer preference as indicated by repeat purchasing
POTATOES, SLICED CHIPS, FROZEN, LAMB-WESTON NATURAL #30H ONLY	Best quality and holds best after cooking; Customer preference as indicated by repeat purchasing
SEASONED BREAKFAST CUBES, 6 - 6 LB BAGS PER CASE. LAMB WESTON, SIMPLOT, ORE IDA ONLY	Best quality and holds best after cooking; Customer preference as indicated by repeat purchasing
GREEN BEANS, FROZEN, FLAVOR PAK-GRANDE CLASSIC BRAND ONLY, 6-4 LB/CASE	Provides the highest percentage of unbroken beans
GUACAMOLE-FROZEN, 12-1LB RESEALABLE TUBS, WESTERN STYLE, COLAVO OR SIMPLOT ONLY	Customer preference as indicated by repeat purchasing
VEGETABLE BLEND, 12-2LB, PRINCE CHARLES ONLY	Only manufacturer of this particular vegetable blend

SEASONING SALT 4/5LB OR 2/5LB CASE, LAWRY'S ONLY	Provides the best flavor; Customer preference
CEREAL IN A CUP, 60 EACH, ASSORTED FLAVORS PER CASE #112100, GENERAL MILLS ONLY	Customer preference as indicated by repeat purchasing
KASHI CEREAL ASSORTMENT, 1.82 oz. 36/CASE, VENDOR #1862733313, KASHI ONLY	Customer preference as indicated by repeat purchasing
KELLOGG CEREAL CUPS, VARIETY PACK, 60/CS, #12611	Customer preference as indicated by repeat purchasing
POTATO PEARLS, EXTRA RICH INSTANT MASHED POTATOES, PACKED 12/28 OZ/CS. OR 6/3.5 LB/CS. EXCEL ONLY 81837	Best quality finished product.
WAFFLE BATTER MIX, 6-5 LB BOXES/CASE, MINIMUM 6 MONTH EXPIRATION DATE ON BOX, COBATCO ONLY	Best quality and holds best after cooking; Customer preference as indicated by repeat purchasing
PRINGLES CHEEZUMS, SOUR CREAM & ONION, BBQ, ORIGINAL FLAVORED POTATO CHIPS, 36/1.75 OZ, CASE, PRINGLES ONLY	Customer preference as indicated by repeat purchasing
A-1 SAUCE, 50Z BOTTLES, A-1 BRAND ONLY	Customer preference as indicated by repeat use by customers; provides variety to customers
JALAPENO CHEESE SAUCE, 4/140 OZ BAGS PER CASE, GEHL'S ONLY	Customer preference as indicated by repeat purchasing
KETCHUP, BULK DISPENSER, 2-1.5 GALLON POUCHES PER CASE, HUNTS OR RED GOLD ONLY MUST FIT UIS DISPENSER	Customer preference as indicated by repeat use by customers; provides variety to customers
MUSTARD, BROWN-GRAINY, PACKED IN 1 GALLON OR EQUAL SIZE, GULDANS OR FRENCH'S ONLY	Guldans and French's are customer preferred; provides variety to customer
SOY SAUCE, 4/1 GALLON CASE, KIKKOMAN #0171 ONLY	Provides the highest quality
SOY SAUCE, LOW SODIUM, 6/.5 GAL/CASE. KIKOMAN ONLY	Provides the highest quality
CHALULA HOT SAUCE, 50Z BOTTLES	Customer preference as indicated by repeat use
PIZZA SAUCE, FULLY PREPARED ONLY, 6 #10, ANGELA MIA ONLY	Customer preference as indicated by repeat purchasing
BASIL PESTO SAUCE, 6/30 OZ/CASE, ARMANINO ONLY	Customer preference as indicated by repeat purchasing
BBQ SAUCE, 4-1 GAL, OTTS SWEET HICKORY ONLY	Customer preference as indicated by repeat purchasing
RED HOT BUFFALO WING SAUCE, 4/1 GALLON JUGS, FRANK'S ONLY	Customer preference as indicated by repeat purchasing
LOUISIANA HOT SAUCE, 24/4.50Z BOTTLE, LOUISIANA ONLY	Customer preference as indicated by repeat use by customers; provides variety to customers
PARMESAN PEPPERCORN DRESSING, PACKED 4/1 GALLON PER CASE, MARZETTI OR PEPPERMILL ONLY	Provides best flavor and consistency
HOT SAUCE, 5OZ BOTTLES, 24/CASE, FRANKS ONLY	Customer preference as indicated by repeat use
DRESSING, RANCH-PACKED IN 4-1 GALLON, KRAFT, HIDDEN VALLEY BRAND ONLY	Customer preference as indicated by repeat use
NUTRA GRAIN BARS, STRAWBERRY, RASPBERRY, APPLE, BLUEBERRY FLAVORS, 48/CS, KELLOGGS ONLY	Customer preference as indicated by repeat purchasing
VARIETY CRACKERS, 400-2PK/CASE, PEPPERIDGE FARM ONLY	Has the widest assortment of crackers for customers use
SALTINE CRACKER, ZESTA, 2N 500/BOX, 7LB CASE, KEEBLER ONLY #1008	Provides the best quality; Customer preference as indicated by repeat use
KEEBLER CRACKER MEDLEY 26 SLEEVES, #37739, KEEBLER ONLY	Provides the widest assortment
POPTARTS, 72/2 PACK, MUST HAVE MINIMUM 5 ASSORTED FLAVORS, KELLOGGS ONLY	Only manufacturer of this product; Customer preference as indicated by repeat purchasing

RICE KRISPIE TREAT SNACKS, INDIVIDUALLY WRAPPED, 1.3OZ SIZE, 80/CS, CHOCOLATE AND ORIGINAL FLAVOR, KELLOGG'S ONLY	Customer preference as indicated by repeat purchasing
FRUIT ROLL UPS, PACKED 96 PC/CASE, IND WRAPPED, MUST HAVE AT LEAST FOUR ASSORTED FLAVORS, GENERAL MILLS ONLY	Customer preference as indicated by repeat purchasing
CHIPS, BRICKMAN BRAND, INDIVIDUAL FLAVORS, 60-1.40Z, SALT AND PEPPER, MESQUITE, ORIGINAL FLAVORS	Provides the widest assortment
CHIPS, ASSORTED FRITO LAY FLAVORS TO INCLUDE SOUR CREAM AND ONION, BBQ, PLAIN RUFFLES, RANCH DORITOS, CHEDDAR DORITOS, FRITOS, SUN CHIPS, AS WELL AS OTHER FLAVORS OFFERED BY VENDOR. PACKED 104 BAGS/CASE, 10Z EA, EXPIRATION TO BE AT LEAST 30 DAYS AFTER DELIVERY, FRITO LAY ONLY	Provides the widest assortment; Customer preference as indicated by repeat purchasing
VEGALENE PAN COATING SPRAY, 6/210Z CANS/CASE	Provides the best flavor; Customer preference
OLIVE OIL, POMACE, 1 GAL OR 5 QT CANS	Provides the best flavor; Customer preference
GARLIC MIST VEGETABLE SPRAY, 6/130Z PER CASE, TYSON ONLY	Provides the best flavor; Customer preference
FROZEN TOPPING, RICH'S ON TOP, 12-16OZ BAGS PER CASE, NOT BROKEN, INCLUDES PIPING TIP, RICH'S ONLY	Only manufacturer that provides product in disposable bags for safe keeping when not fully consumed
LEMONS AND CREAM SHEET CAKE 2/12"X16", ORIGINAL CAKERY ONLY	Customer preference as indicated by repeat purchasing
BROWNIE, FROZEN, BAKED, UNICED, 3 FULL SHEETS, 28.5 LBS, PILLSBURY ONLY	Best Flavor and appearance; Customer preference as indicated by repeat purchasing
GOURMET BROWNIES, 4-1/2 SHEETS/CASE, VARIETIES TO INCLUDE DECADENT, TURTLE, ANDES MINT, SIENNA ONLY	Best selection and over-all taste/quality; Customer preference as indicated by repeat purchasing
CHOCOLATE CAKE - 4-9" ROUNDS PER CASE, SARA LEE OLD FASHIONED STYLE LAYER CAKE OR AWREY ONLY	Best flavor and appearance; Customer preference as indicated by repeat purchasing
CARROT CAKE, 4-9" ROUNDS PER CASE, SARA LEE OLD FASHIONED STYLE LAYER CAKE, SARA LEE ONLY	Best flavor and appearance; Customer preference as indicated by repeat purchasing
RED VELVET CAKE- SARA LEE ONLY, 9" LAYER, FROZEN	Best flavor and appearance; Customer preference as indicated by repeat purchasing
NEW YORK STYLE CHEESECAKE - (4) 9" ROUNDS/CASE, ELI'S ONLY	Best flavor and appearance; Customer preference as indicated by repeat purchasing
FATHERS TABLE CHEESECAKE ASSORTMENT PACK, 6-14 CT, FATHERS BRAND ONLY	Widest assortment of any brand; Customer preference as indicated by repeat purchasing
TUXEDO TRUFFLE MOUSE SHEET CAKE 2/12"X16", ORIGINAL CAKERY ONLY	Best flavor and appearance; Customer preference as indicated by repeat purchasing
CREAM PUFF AND ÉCLAIR VARIETY PACK, DELIZZA ONLY #DZ80UST	Best quality and appearance; Customer preference as indicated by repeat purchasing
ASSORTED PETIT FORS, SWEET STREET VARIETY ONLY #4030	Best quality and appearance; Customer preference as indicated by repeat purchasing
COOKIES, BAKED, 1.3OZ, CHOCOLATE CHUNK, SIENNA ONLY	Best quality and appearance; Customer preference as indicated by repeat purchasing
COOKIES, BAKED, 1.3OZ, WHITE CHOC MACADAMIA, SIENNA ONLY	Best quality and appearance; Customer preference as indicated by repeat purchasing
COOKIES, BAKED, 1.3OZ, SUGAR, SIENNA ONLY	Best quality and appearance; Customer preference as indicated by repeat purchasing
COOKIES, BAKED, 1.3OZ, PEANUT BUTTER, SIENNA ONLY	Best quality and appearance; Customer preference as indicated by repeat purchasing
COOKIES, BAKED, 1.3OZ, DOUBLE CHOCOLATE, SIENNA ONLY	Best quality and appearance; Customer preference as indicated by repeat purchasing

COOKIES, BAKED, 1.3OZ, OATMEAL, SIENNA ONLY	Best quality and appearance; Customer preference as indicated by repeat purchasing
COOKIE DOUGH, OATMEAL CRANBERRY WALNUT, 2.25 OZ RAW, SIENNA BRAND ONLY	Best quality and appearance; Customer preference as indicated by repeat purchasing
COOKIE DOUGH, OATMEAL CARAMEL APPLE, 2.25 OZ RAW, SIENNA BRAND ONLY	Best quality and appearance; Customer preference as indicated by repeat purchasing
COOKIE DOUGH, CARAMEL CRUNCH, 2.25 OZ RAW, SIENNA BRAND ONLY	Best quality and appearance; Customer preference as indicated by repeat purchasing
COOKIE DOUGH, CHOC CHUNK, PILLSBURY BRAND ONLY, 1.5 OZ RAW	Best quality and appearance; Customer preference as indicated by repeat purchasing
COOKIE DOUGH, SUGAR, PILLSBURY BRAND ONLY, 1.5 OZ RAW	Best quality and appearance; Customer preference as indicated by repeat purchasing
COOKIE DOUGH, SUGAR, 2.25 OZ RAW, SIENNA BRAND ONLY	Best quality and appearance; Customer preference as indicated by repeat purchasing
COOKIE DOUGH, WHITE CHOC MACADAMIA, 2.25 OZ RAW, SIENNA BRAND ONLY	Best quality and appearance; Customer preference as indicated by repeat purchasing
ISLAND OASIS FROZEN BEVERAGE MIX, 12-1QT CARTONS/CASE, PLEASE LIST FLAVORS AVAILABLE	Variety of flavors; best quality and customer preference as indicated by repeat purchasing
PASTA-TRICOLORED FETTUCINI, 10 OR 20 LB CASE, MAMA MUCCI ONLY	Provides the best quality and appearance; Customer preference as indicated by repeat purchasing
GRAPE JELLY PACKED 200 - 1/2 OZ / CASE, SMUCKERS OR WELCH'S ONLY, NOT TO BE ASSORTED PACK	Provides the best quality and appearance
STRAWBERRY JELLY 200 - 1/2 OZ / CASE, SMUCKERS OR WELCH'S ONLY, NOT TO BE ASSORTED PACK	Provides the best quality and appearance
MAYO PACKETS, 204 7/16OZ, HELLMANS ONLY	Provides the best quality and appearance
KETCHUP-FANCY, PACKED IN 1000 9-GRAM PACKAGES. HEINZ OR HUNTS ONLY	Customer preference as indicated by repeat use; provides variety to customer
MUSTARD, PURE, BRIGHT YELLOW, SALAD STYLE, PACKED 500-1/50Z PKGS. FRENCH'S OR HEINZ ONLY	Customer preference as indicated by repeat use; provides variety to customer
ARTIFICIAL SWEETENER, 1000 PK/CASE, SPLENDA BRAND ONLY	Customer preference as indicated by repeat use; provides variety to customer
SWEET 'N LOW, 1GRAM PORTION PACKETS, 3000 PER CASE, SWEET 'N LOW OR EQUAL	Customer preference as indicated by repeat use; provides variety to customer
EQUAL, SUGAR SUBSTITUTE, INDIVIDUAL PACKS, EQUAL ONLY	Customer preference as indicated by repeat use; provides variety to customer
YOGURT, 12/6 OZ TO A CASE, ASSORTED FLAVORS, DANNON OR YOPLAIT ONLY	Customer preference as indicated by repeat purchasing; provides variety to users
ORIGINAL ICE CREAM BAR, 24/4OZ, BLUE BUNNY ONLY	Only manufacturer that supplies freezer equipment; Customer preference as indicated by repeat purchasing
OREO COOKIE ICE CREAM SANDWICH, 24/4.2OZ, BLUE BUNNY ONLY	Only manufacturer that supplies freezer equipment; Customer preference as indicated by repeat purchasing
ICE CREAM DRUMSTICK, VANILLA NUTTY SUNDAE CONE, WITH REDUCED FAT ICE CREAM, PACKED 48/4.3 OZ PER CASE, BLUEBUNNY #455804 ONLY	Only manufacturer that supplies freezer equipment; Customer preference as indicated by repeat purchasing

TWIX, FROZEN ICE CREAM BARS, 3.13 OZ SIZE, TWIX MARS ONLY	Customer preference as indicated by repeat use; provides variety to customer
5 OZ ICE CREAM SANDWICH, BLUE BUNNY ONLY,48 PER CASE	Customer preference as indicated by repeat use; provides variety to customer
SOY MILK, BULK PACK IN 1 OR 2 QT CARTONS, SHELF STABLE, VANILLA FLAVOR, SILK OR PEARL BRAND ONLY	Silk and Pearl are the major brand names for this product, customer preference

**End of Document**