



*UNIVERSITY OF ILLINOIS SPRINGFIELD*

State of Illinois  
Public Institutions of Higher Education

Request for Proposal

PRODUCE ITEMS FOR UIS FOOD SERVICE

WG418

DUE: Friday, May 5, 2017 at 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.**

## WG418 Produce Items for UIS Food Service

The Board of Trustees of the University of Illinois on behalf of the University of Illinois Springfield Food Service ("University") 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 is seeking Vendors to qualify for a continuous bi-weekly pricing submission to provide fresh produce products for two (2) locations serviced by UIS Food Service located at One University Plaza, Springfield, Illinois for the term of July 1, 2017 through June 30, 2018.

**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: Wendy Gochanour  
University of Illinois Springfield  
One University Plaza, MS BSB106  
Springfield, IL 62703-5407

Phone: 217-206-6606  
Email: [wwith1@uillinois.edu](mailto:wwith1@uillinois.edu)

**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 Tuesday, April 25, 2017 5:00 PM CST. 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:** ☒ Yes ☐ No

**Mandatory Attendance (encouraged – yes):** ☐ Yes ☒ No

Date: Friday, April 21, 2017 at 2:00pm CDST

Location: phone conference

Call in meeting information:

+1 888 983 3631 (Site1-Dialin-region)

English (United States)

Conference ID:7811483

Additional Information:

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

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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 Due Date, Time, Address and Requirements 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, May 5, 2017 Time: 2:00 PM CST

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

University of Illinois Springfield  
Attn: Wendy Gochanour  
One University Plaza, MS BSB 106  
Springfield, IL 62703-5407

**Project Title: Produce Items for UIS Food Service**

**Bulletin Reference #: WG418**

**Due Date and Time: Friday, May 5, 2017 at 2:00 CDST**

#### **Sealed Response – DO NOT OPEN**

**Vendor Name**

**Vendor Address**

1.6.3 Requirements for Submission of Responses: The Response must be submitted in separately sealed packets as indicated below and clearly labeled with the Request for Proposal title, the packet number, the Vendor's name and the wording: **"Sealed Response – Do Not Open."** The separately sealed packets may be submitted together in one mailing / shipping box or may be submitted separately in individual / shipping boxes. Do not put the entire Response on one CD or USB. Pricing must be on a separate CD or USB and sealed in the Pricing packet.

Subject Matter	# of Originals	# of Hard Copies	# of CDs, DVDs or USBs
<b>Packet 1</b> Offer Letter (Section 4), Specifications / Qualifications / Statement of Work (Section 5), Supplemental Terms and Conditions(Section 8), Vendor Exceptions and Confidential Information (Section 9), and References (Section 10)	1	4	1
<b>Packet 2</b> Pricing (Section 6)	1	4	1
<b>Packet 3</b> Form A or Form B (as applicable) (Section 11)	1	1	1
<b>Packet 4</b> Redacted Proposal (if requesting confidential treatment of proposal)	1	1	1

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<b>Packet 5</b> Minorities, Females, & Persons with Disabilities Participation and Utilization Plan and Letter of Intent (if applicable) (Section 1.11)	1	1	1 (include all information from Packet 1 to Packet 5 on one CD/USB)
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**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 90 days from the opening date.

**1.9 Security:** 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 Small Business Set-Aside:** ☐ Yes ☒ No If "yes" is marked, Vendors 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 ☐ No If "yes" is marked, this solicitation contains a goal of 10 % 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.

NAICS/NIGP Codes that apply to this bid are: 5142359000, 5149399000, 51494140000

**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 ☒ No If "yes" is marked, this solicitation contains a goal of \_\_\_\_\_ % to include businesses owned and controlled by military Veterans in the State's procurement and contracting processes. All questions regarding the subcontracting goal must be directed to the Solicitation Contact prior to submission of proposals. 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". This refers to the 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](mailto: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.

The University will determine how well responses meet the Responsiveness requirements. They will rank responses, without consideration of Price, from best to least qualified using a point ranking system (unless otherwise specified) as an aid in conducting the evaluation. Vendors who fail to meet minimum requirements or who receive fewer than the minimum required points will not be considered for Price evaluation and award. The maximum number of points possible is 700.

- 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

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product meets stated specifications and is equivalent to the brand product in terms of quality, performance and desired characteristics.

- 2.1.1.4 The chart below shows the elements of Responsiveness in point format and the maximum number of points available for each element. The total number of points available for Responsiveness is **700** points. Vendors who do not receive a minimum of **450** points of the total Responsiveness points need not be considered for Price evaluation and award.

Responsiveness Elements	Maximum # of Points Possible
Ability to provide <b>all</b> of the listed produce items in the quantities requested. Vendors must be able to provide <b>all</b> items listed in the Market Basket (Section 5.2.8)	250
Vendors ability to provide customer service and customer resolution services to the University (Section 5.2.5)	100
Vendor's ability to deliver goods at least three (3) days per week. (Section 5.5) Vendor will be awarded points as follows for the availability of delivery days: 200 points for 3 day deliveries 225 points for 4 day deliveries 250 points for 5 day deliveries	250
Vendor References (Five questions presented to References, 20 points each for a positive response)	100

- 2.1.2Responsibility: 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.

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- 2.1.3 **Price:** The total number of points for Price is **300** points. The University will determine Price points using the following formula:

$$\text{Maximum Price Points} \times (\text{Lowest Price} / \text{Vendor's Price}) = \text{Total Price Points}$$

If the University does not consider the Price to be fair and reasonable, and negotiations fail to establish an acceptable Price, the University reserves the right to award to the next most qualified vendor with whom the university can negotiate a fair and reasonable price or cancel the solicitation and take appropriate action to meet the needs of the University. The University will determine whether the Price is fair and reasonable by considering the Price proposed, the Vendor's qualifications, the Vendor's reputation, all prices submitted, other known prices, the project budget and other relevant factors.

- 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 vendor whose proposal is determined in writing to be the most advantageous to the University, taking into consideration the evaluation factors set forth in this solicitation and price.

- 2.2.1 The University will post a notice to the Bulletin identifying the most responsive and responsible vendor. Awards are not final until all protests are resolved. 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 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:** We have enclosed the completed items as shown below.

Container properly labeled and addressed	Section 1.6.2	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
Correct number of copies	Section 1.6.3	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
Bid / Performance bond included	Section 1.9	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
BEP Utilization Plan completed, if applicable	Section 1.11	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
Veterans Utilization Plan completed, if applicable	Section 1.12	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
Vendor's Offer	Section 4	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
Milestones and deliverables	Section 5.3	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
Vendor and staffing specifications	Section 5.4	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
Transportation and delivery terms	Section 5.5	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
Subcontracting disclosure	Section 5.6	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
Where services are to be performed	Section 5.7	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
Pricing completed as specified	Section 6	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
Standard terms and conditions	Section 7	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
Supplemental terms and conditions	Section 8	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
Vendor Exceptions included	Section 9	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
Confidential Information requested	Section 9	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
Redacted copy of response	Section 9	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
References provided as requested	Section 10	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A

**You must complete and provide one of the following Forms as applicable (if you do not submit Form A or Form B, your RFP will be considered nonresponsive):**

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

The University is seeking Vendors to qualify for a continuous bi-weekly pricing submission to provide fresh produce products for two (2) locations serviced by UIS Food Service located at One University Plaza, Springfield, Illinois for the term of July 1, 2017 through June 30, 2018.

**5.1 University's Need for Supplies / Services:** The University has a requirement for fresh produce items to be used by UIS Food Service throughout the term listed. The University is seeking a Vendor(s) who can provide the required products on a timely basis, at a reasonable and low cost, supply quality products and provide strong customer service. Through the process of this RFP, the University is seeking to qualify Vendors for a Qualified Vendor Pool that will be given the opportunity to provide the University with the required products through a bi-weekly pricing submission. The University will award to the Vendor that provides the lowest overall pricing and meets the required produce specifications and can provide the listed products.

### 5.2 Supplies / Services Required:

Due to the volatility of the produce food market, the intent of this RFP is to establish a pre-qualified pool of Vendors who have the ability to supply the University with produce items to the two (2) UIS campus locations (located at the Public Affairs Center and Founders Hall).

Every two weeks, for the duration of the effective term, qualified vendors will have equal opportunity to submit bi-weekly pricing for the required produce items. Awards will be made every bi-weekly period to the responsive and responsible Vendor that provides the lowest overall pricing for the produce items.

In order to submit pricing to the University on a bi-weekly schedule and be prequalified, Vendors must complete all requirements of the RFP to be considered responsive and responsible. The RFP proposal must be submitted by the RFP opening time and date as listed in Section 1.6.

As a result of this RFP, Vendors will be pre-qualified and able to submit proposals for the subsequent bi-weekly periods. Only pre-qualified Vendors will have the opportunity to submit bi-weekly pricing to the University. Each Vendor that submits a response to this RFP, will be notified by the University if they are qualified to submit bi-weekly pricing to Food Service.

**Respondents must submit pricing for all items included in the Market Basket in Section 5.2.8 to be considered.** Upon determination of prequalification, Vendors will be provided the required bi-weekly submission schedule and pricing sheet. The bi-weekly pricing submissions will be awarded as an **all or none basis** to the Vendor with the *lowest overall pricing*. The bi-weekly produce submission schedule will clearly show Vendors when the bid sheet is due (date and time) as well as who the information should be submitted to (University representatives). Upon determination by the University which Vendor provided the lowest overall pricing for that two-week period, the University representative will notify that Vendor of the award. Bi-weekly pricing submissions shall remain firm for the stated two (2) week period. Prices quoted are to include all discounts and are to include deliveries to the requested locations operated by University of Illinois Springfield. The terms and conditions included in the RFP will govern each bi-weekly submission by each Vendor.

If the Vendor cannot provide all items listed in the Market Basket (and in subsequent bi-weekly submissions after pre-qualification), it should be understood that their initial submission and subsequent submissions will be deemed unresponsive and not considered. The award is for Vendor's that can provide all listed items (see Market Basket Section 5.2.8), with no exceptions, to the University for the time period listed.

All items proposed by each Vendor are subject to taste and quality review prior to becoming accepted by the University. Should the University determine that a sample of a specific item (including all items in the Market Basket) will be required, the Vendor will be contacted and must have the requested item to the

University within 48 hours of the request. This item should be presented to the University free of charge to be considered for evaluation in order to determine whether the item meets the required specifications detailed in this RFP.

Included in this document is Schedule B which details each bi-weekly pricing period and the deadline pricing must be submitted on the required date and time to the University in order for each Vendor to be considered for that period. If any of the produce items change during the contract term, a revised specification sheet will be sent to all pre-qualified vendors.

For all pre-qualified Vendors, the University will provide the required bi-weekly template that should be submitted for each two-week period. If the template changes, the University will provide an updated document to be used. Vendor should provide an email address (or addresses) that the template (and any updates) should be emailed to:

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**5.2.1 Emergency delivery requirements:** Occasionally the University may require emergency deliveries. In these instances, time is of the essence. Pre-qualified Vendors must be able to make these types of deliveries within 24 hours (sooner is preferred). Vendors should include in their proposal delivery times for emergency orders and detail how emergency deliveries will be handled.

Emergency orders will be placed and accepted on the same price basis as all regular orders.

**5.2.2 Produce Quality Requirements:**

- A) All deliveries of product shall conform in every respect to the provisions of the Federal Food, Drug, and Cosmetic Act and regulations promulgated there under and with applicable State, County, and City laws relating to products under contract.
- B) All products must be of the grade specified or better. Grading certificates are not required. Produce to be delivered in good condition.
- C) All products shall be in a wholesome and sanitary condition when delivered to UIS locations.
- D) All items shall be shipped and stored in areas not exceeding 35 degrees Fahrenheit to inhibit bacterial growth.
- E) Packaging: The successful respondent will package all merchandise in accordance with the best commercial practice, with due regard to effect of packaging upon quality and sanitation.
- F) All processed items shall be clean and treated with anti-bacterial treatments.
- G) All processed items shall be tested for metal fragments prior to packaging.
- H) All items shall be processed under the highest sanitary conditions.
- I) All processed items shall carry shelf life expiration dates.
- J) Vendor shall note and explain any difference in specifications including grade, style, content, size of container, and count per case, if different from that requested.
- K) All products will be checked at the time of the delivery, and insofar as practical, in the presence of the vendor's delivery agent or representatives. Any products rejected at this time, because of failure to meet specifications, will be removed from the University immediately and the safe conduct of their return will not be that of the University. The University reserves the right to return (at a later date, for full credit and at the expense and responsibility of the Vendor) any items which do not meet the minimum specifications -- such failure not having been detected at the time of delivery due to inability to observe the deficiency in packed items.

**5.2.3 General conditions for delivery to the University:**

- A) Orders for the bi-weekly cycle, (based upon the price submissions) will be placed and e-mailed to the awarded Vendor as soon as possible thereafter. Deliveries will be made as requested by the University. However, any or all merchandise quoted must be available for delivery a minimum of three (3) days per week-- Monday through Friday.

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- B) All prices quoted will be freight on board delivered (FOB) to the loading dock/location at the UIS Public Affairs Center (UIS Food Service location) or to the Founders Hall Café, Springfield, Illinois. Payment terms are net 30 for all invoices.
- C) Service to the University by the Vendor shall be regular, based upon written orders from the UIS Food Service representative (preferred method via e-mail). Failure on the part of the Vendor to effect delivery of acceptable products of the kind specified and at the time and place scheduled, may necessitate product replacement on the open market. Such failure on the part of the Vendor will be considered as a breach of contract and may be cause for deleting the Vendor's name from the qualified vendor pool.
- D) The University reserves the right of prior approval of any product recipe change that the Vendor intends to make with respect to any contracted item. The University may require a sample of the changed product before granting that approval.
- E) The University will not be responsible for a minimum ordering requirement for quantity or dollar amount.
- F) The University will not be charged a fuel surcharge on any orders delivered.
- G) Quantities stated are estimated amounts of products to be used for the listed bi-weekly term. Orders will be placed for delivery during each supply period and will show the estimated quantity the University expects to consume. Requirements may be greater or lower than those shown due to unforeseen conditions that may arise. Vendor may not limit purchases to amount stated at submitted pricing in the event the University exceeds or does not meet the quantities listed.
- H) Vendors who use their own personal vehicles to make deliveries and/or perform services, will be required to have insurance certificates on file and kept up-to-date with the Purchasing Department during the length of the stated supply period.

#### 5.2.4 Customer Service Requirements

- A) Vendor should provide the name(s) of the relevant customer service representatives that will be responsible for the University account.
- B) Vendor should provide information on their electronic ordering system and how that system would be available for the University to place orders. Vendor should provide necessary screen shots that would be helpful to the University in understanding their system.
- C) Vendor should provide information pertaining to how the following will be handled/resolved:
  - 1) Define how problems with orders will be resolved. Problems that included, but are not limited to the following:
    - i. Item required/ordered by the University is not available when order placed or when needed.
    - ii. Item arrives unusable, unacceptable or out of date.
    - iii. Item presented is not what was specifically ordered by the University and/or does not meet the specifications of the RFP.
  - 2) Explain how credits will be handled.
  - 3) Explain how orders will need to be placed for each two-week period should your firm be awarded that period.

#### 5.2.5 Special Orders

From time to time, the Food Service locations covered by this RFP may need specialty produce items not included in this RFP in relatively small quantities for special events, catering, recipe testing, etc. Although this solicitation does not constitute procurement of those items, when those items are purchased in accordance with rules and internal University requirements relating to the applicable procurement method (e.g., small purchase), orders for those products may be placed against the contract resulting from this solicitation. This contract is to be considered a "term and condition contract" for this purpose under the authority of Section 4.2036(c) of the rules of the Chief Procurement Officer. This section does not constitute a commitment on the part of the University to procure such specialty items from the Vendor.



### 5.2.6 Vendor Qualifications

Award will be made only to a responsible bidder as described in Section 2 of this RFP and Section 4.2046 of the Standard Procurement Rules. In keeping with the rules, the University reserves, among other things, the rights to inspect the Vendor's facilities and products (including requests for samples) and to research Vendor's capability to meet our delivery schedules and USDA standards before an award will be made. In addition, we request that you provide three references in Section 10. References should be current customers who order similar products on a similar or greater scale.

### 5.2.7 Market Basket Sample

Vendor should complete the required information in the Market Basket below showing their ability to provide the following products to the University. Vendor should include their ITEM # and the UNIT SIZE to be provided to the University as awarded. ***No pricing should be included in this section.*** Vendor should complete this information for ALL items listed below.

The award for the bi-weekly pricing submission requires the Vendor to have the ability to provide ***all*** of the items as listed to the University for the bi-weekly term. The information listed below will be used to determine the Vendor's ability to provide the items to the University for any awarded subsequent bi-weekly term.

ITEM	BI-WEEKLY USAGE	PREFERRED PACK SIZE	VENDOR ALTERNATE PACK SIZE	VENDOR ITEM #	QUANTITY BID
CARROTS, US, NO. 1	50 LBS	25 LBS			
CABBAGE, RED	20 LBS	10 LBS			
LETTUCE, ICEBERG-ROMAINE 50/50 BLEND, CHOPPED	160 LBS	4-5 LB			
LETTUCE, GREEN LEAF HEAD	6-24 CT	24 CT			
LETTUCE, ICEBERG SHREDDED 1/8"	120 LBS	4-5LB			
LETTUCE, ROMAINE CHOPPED	120 LBS	6-2LB			
CAULIFLOWER, FILM WRAPPED US NO. 1	8CS	12 HD			
BROCCOLI, CROWNS, ASIAN	10CS	20LB			
CELERY, US NO. 1	1CS	30 CT			
CUCUMBERS, US NO. 1	5CS	24 CT			
GREEN PEPPERS, LG, 60-70CT	5CS	25 LB			
RED PEPPERS, LG	40 LBS	20LB			
YELLOW PEPPERS, LG	40 LBS	20LB			
TOMATOES, 4X5	15CS	20LB			
TOMATOES, GRAPE	4CS	10LB			
ONIONS, GREEN	20LB	10LB			
ONIONS, RED LARGE	100LBS	25LB			
ONIONS, YELLOW COLOSSAL	150LBS	30LB			

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MUSHROOMS, MEDIUM WHITE	40LB	10LB			
POTATO, IDAHO 80CT	200LB	50LB			
POTATO, YUKON GOLD A SIZE	100LB	50LB			
POTATO, RED NEW, B SIZE	100LB	50LB			
APPLES, RED DELICIOUS 88CT, US FANCY	1CS	88CT			
APPLES, GOLDEN DELICIOUS 88CT, US FANCY	1CS	88CT			
BANANAS, GREEN TIP	160LB	40LB			
LEMONS, US FANCY, 140CT	1CS	140CT			
LIMES, 54 CT SIZE	2DZ	1DZ			
ORANGES, NAVAL 72CT FANCY	2CS	72CT			
CANTELOUPE, US NO.1	120EA	12CT			
HONEYDEW MELONS, US NO. 1	42CT	7CT			
PINEAPPLE, SWEET GOLDEN 7CT	30CS	7CT			
STRAWBERRIES, RIPE	32LB	8-1LB			
GRAPES, RED SEEDLESS	108LB	18LB			
EGGS, LARGE	12CS	15DZ			
GARLIC, DRY PEELED	20 LB	5LB			
ASPARAGUS, STANDARD US NO.1	1CS	11LB			
PARSLEY, TRIMMED	4LB	1LB			
SALAD MIX, MESCULIN SPRING	30LB	3LB			
SPINACH, CLEANED, PICKED AND DESTEMMED	20LB	4-2.5LB			
SQUASH, ZUCCHINI, MED	40LB	20LB			
SQUASH, YELLOW, MED	40LB	20LB			
MUSHROOMS, SLICED ¼" – 3/8" THICK	80LB	2-5LB			
MUSHROOMS, PORTOBELLO CAPS, LG	10LB	2-5LB			

**5.3 Milestones and Deliverables: N/A**

**5.4 Vendor and Staffing Specifications:**

The Vendor must provide the following information.

- 1) The name, address, telephone, email, fax number, and primary contact person of the company.
- 2) If applicable, the company's branch office addresses, telephone numbers, fax numbers, and contact persons, noting the branch office that would be used to provide the services outlined in this RFP.
- 3) Other information the Vendor deems pertinent to demonstrating its qualifications to perform the services being requested.

- 4) Legal Actions. Provide a list of any pending litigation and include a brief description of the reason for legal action.
- 5) Conflict of Interest. Provide information regarding any real or potential conflict of interest. Failure to address any potential conflict of interest upfront may be cause for rejection of the proposal.

### 5.5 Transportation and Delivery Terms:

Delivery vehicles shall be enclosed and atmospherically controlled so as to protect the excellence of the product. Delivery shall be made to the designated receiving areas/docks at the University (see below). An inspection as well as an acceptance of the delivery (in writing) shall be made by a full-time employee of the University Food Service.

Refrigerated trucks shall be used to transport product items and trucks shall be clean and free from odors foreign to the products being delivered. All products will be re-examined at their final destination for cleanliness and wholesomeness of food.

Fuel surcharges will not be allowed to be added to the University invoices during the term of this contract.

All deliveries shall conform in every respect to the provisions of the Federal Food, Drug and Cosmetic Act and regulations promulgated there under, and to all applicable state, county, and city laws, relating to products being supplied under contract.

Any defective merchandise will be returned for immediate replacement at no expense to the University. Driver will be responsible to deliver product to the specified area(s) by the authorized representative. *Locations are subject to change.*

Deliveries will be made to the following UIS locations:	
Public Affairs Center (PAC) The Emporium One University Plaza Public Affairs Receiving, PAC 117 Springfield, IL 62703	Founders Hall 4800 Eliza Farnham Drive Springfield, IL 62703  Additional location for deliveries upon completion – UIS Student Union

**Vendor must indicate below the days that deliveries can/will be made to the required University locations.**

**Vendor will be required to deliver to the University a minimum of three (3) days per week.**

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY

Special notice on invoice delivery tickets: Vendor shall, upon each delivery of merchandise, be required to furnish two (2) copies of invoice delivery tickets. Each ticket must be signed by 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 acceptable. Signed invoice delivery tickets will be distributed as follows:

- (1) One copy left at point of delivery (this is to be the original)
- (1) One copy held in Vendor's office as proof of delivery

**5.6 Subcontracting:**

5.6.1 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.

5.6.2 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.

5.6.3 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 5.6.2.

**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.

**5.8 Term:**

5.8.1 Any contract resulting from this solicitation will have an initial term of July 1, 2017 through June 30, 2018. 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 ☒ 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 will not renew this RFP.

**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:** Bi-weekly awards will be made on the basis of the lowest submitted price. Each Vendor shall indicate, in the chart below the unit price for each product. The prices provided are to be used for the evaluation of this RFP and used as a prequalification standard only. All Vendors that are responsible and responsive will be added to the Qualified Vendor Pool that is allowed to submit pricing for each bi-weekly period for the term of July 1, 2017 through June 30, 2018.

PRICING FOR ALL LISTED PRODUCTS MUST BE SUBMITTED WITH YOUR PROPOSAL.

ESTIMATED USAGE FOR A TWO-WEEK PERIOD

**Prices quoted will be used for the evaluation of this RFP and used as a prequalification standard only.**

ITEM	BI-WEEKLY USAGE	PREFERRED PACK SIZE	VENDOR ALTERNATE PACK SIZE	VENDOR ITEM #	PRICE/ PACK SIZE	QUANTITY BID	TOTAL COST
CARROTS, US, NO. 1	50 LBS	25 LBS					\$ -
CABBAGE, RED	20 LBS	10 LBS					\$ -
LETTUCE, ICEBERG-ROMAINE 50/50 BLEND, CHOPPED	160 LBS	4-5 LB					\$ -
LETTUCE, GREEN LEAF HEAD	6-24 CT	24 CT					\$ -
LETTUCE, ICEBERG SHREDDED 1/8"	120 LBS	4-5LB					\$ -
LETTUCE, ROMAINE CHOPPED	120 LBS	6-2LB					\$ -
CAULIFLOWER, FILM WRAPPED US NO. 1	8CS	12 HD					\$ -
BROCCOLI, CROWNS, ASIAN	10CS	20LB					\$ -
CELERY, US NO. 1	1CS	30 CT					\$ -
CUCUMBERS, US NO. 1	5CS	24 CT					\$ -
GREEN PEPPERS, LG, 60-70CT	5CS	25 LB					\$ -
RED PEPPERS, LG	40 LBS	20LB					\$ -
YELLOW PEPPERS, LG	40 LBS	20LB					\$ -
TOMATOES, 4X5	15CS	20LB					\$ -
TOMATOES, GRAPE	4CS	10LB					\$ -
ONIONS, GREEN	20LB	10LB					\$ -
ONIONS, RED LARGE	100LBS	25LB					\$ -
ONIONS, YELLOW COLOSSAL	150LBS	30LB					\$ -

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MUSHROOMS, MEDIUM WHITE	40LB	10LB					\$
POTATO, IDAHO 80CT	200LB	50LB					\$
POTATO, YUKON GOLD A SIZE	100LB	50LB					\$
POTATO, RED NEW, B SIZE	100LB	50LB					\$
APPLES, RED DELICIOUS 88CT, US FANCY	1CS	88CT					\$
APPLES, GOLDEN DELICIOUS 88CT, US FANCY	1CS	88CT					\$
BANANAS, GREEN TIP	160LB	40LB					\$
LEMONS, US FANCY, 140CT	1CS	140CT					\$
LIMES, 54 CT SIZE	2DZ	1DZ					\$
ORANGES, NAVEL 72CT FANCY	2CS	72CT					\$
CANTELOUPE, US NO.1	120EA	12CT					\$
HONEYDEW MELONS, US NO. 1	42CT	7CT					\$
PINEAPPLE, SWEET GOLDEN 7CT	30CS	7CT					\$
STRAWBERRIES, RIPE	32LB	8-1LB					\$
GRAPES, RED SEEDLESS	108LB	18LB					\$
EGGS, LARGE	12CS	15DZ					\$
GARLIC, DRY PEELED	20 LB	5LB					\$
ASPARAGUS, STANDARD US NO.1	1CS	11LB					\$
PARSLEY, TRIMMED	4LB	1LB					\$
SALAD MIX, MESCULIN SPRING	30LB	3LB					
SPINACH, CLEANED, PICKED AND DESTEMMED	20LB	4-2.5LB					\$
SQUASH, ZUCCHINI, MED	40LB	20LB					\$
SQUASH, YELLOW, MED	40LB	20LB					\$
MUSHROOMS, SLICED ¼" – 3/8" THICK	80LB	2-5LB					\$
MUSHROOMS, PORTOBELLO CAPS, LG	10LB	2-5LB					\$

TOTAL AMOUNT OF THE LISTED ITEMS \$ \_\_\_\_\_

Vendor should note: actual usage may be 50% or more less during the periods May 15 – August 15 and December 15 – January 15. Once qualified, your bi-weekly price quotations must be made on the proper form that will be emailed to you. This form should be used for each bi-weekly pricing.

After the Vendor is prequalified and allowed to submit a pricing schedule on a bi-weekly basis, they will be provided with the required submission form to be used. Vendor should reference Schedule B to determine when the bi-weekly pricing submissions are due. The overall lowest price will be used in selecting the bi-weekly awardee. Vendor is required to hold the unit price firm for all University orders for the awarded bi-weekly period.

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.

6.1.2 Renewals: No renewals.

**6.2 Type of Pricing:** Pricing under the resulting contract will be ☒ 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. Vendor Send invoices to the Department contact which will be provided upon qualification.

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.

**6.6 Billing and payment.** A priced delivery slip shall be left at each delivery location detailing the complete delivery by item; delivered items are to be checked and weighed at the time of delivery. Matters of shortages or overages in weights and units will be called to the attention of the Vendor's representative or driver. Upon receipt of delivery slips/invoices, the University reconciles with bi-weekly awarded pricing and submits for payment. Payment terms will be Net 30.



## 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:**

- ☐ 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  
NONAPPROPRIATION: This Contract is subject to termination and cancellation in any year for which the General Assembly fails to make an appropriation to make payments under the terms of the Contract.
- ☒ Other (describe) University Standard Contract Template (Exhibit A)

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

## 10. References

References ☒ are ☐ are not requested.

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. Vendor should provide references that are current customers who order similar products on a similar or greater scale. These references will be contacted.

The University will be contacting the provided references to ask questions about Vendor's performance, reliability, problem resolution abilities, etc. All answers provided will determine the score of the Vendor as it pertains to this section.

1. Firm / Government / University (name):  
 Contact Person (name, email address, address, and phone):  
 Date of Supplies / Services Provided:  
 Type of Supplies / Services Provided:
  
2. Firm / Government / University (name):  
 Contact Person (name, email address, address, and phone):  
 Date of Supplies / Services Provided:  
 Type of Supplies / Services Provided:
  
3. Firm / Government / University (name):  
 Contact Person (name, email address, address, and phone):  
 Date of Supplies / Services Provided:  
 Type of Supplies / Services Provided:
  
4. Firm / Government / University (name):  
 Contact Person (name, email address, address, and phone):  
 Date of Supplies / Services Provided:  
 Type of Supplies / Services Provided:



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>.

*The review process for acceptance and receiving a registered IPG number can take up to fourteen (14) days 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/RFP 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 (<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.**

**SCHEDULE B**

The below is a list of pricing submission due dates for period of July 1, 2017 through June 30, 2018. The biweekly pricing is due as directed by 1:00pm on the listed dates in the left-hand column. *After pre-qualification, Vendor will be directed where to email the bi-weekly pricing submission.*

PRICE DUE DATE	PERIOD EFFECTIVE DATE
Thursday, June 22, 2017	July 1 to July 16, 2017
Thursday, July 13, 2017	July 17 to July 30, 2017
Thursday, July 27, 2017	July 31 to August 13, 2017
Thursday, August 10, 2017	August 14 to August 27, 2017
Thursday, August 24, 2017	August 28 to September 10, 2017
Thursday, September 7, 2017	September 11 to September 24, 2017
Thursday, September 21, 2017	September 25 to October 8, 2017
Thursday, October 5, 2017	October 9 to October 22, 2017
Thursday, October 19, 2017	October 23 to November 5, 2017
Thursday, November 2, 2017	November 6 to November 19, 2017
Thursday, November 16, 2017	November 20 to December 3, 2017
Thursday, November 30, 2017	December 4 to December 17, 2017
Thursday, December 14, 2017	December 18 to December 31, 2017
Thursday, December 28, 2017	January 1 to January 14, 2018
Thursday, January 11, 2018	January 15 to January 28, 2018
Thursday, January 25, 2018	January 29 to February 11, 2018
Thursday, February 8, 2018	February 12 to February 25, 2018
Thursday, February 22, 2018	February 26 to March 11, 2018
Thursday, March 8, 2018	March 12 to March 25, 2018
Thursday, March 22, 2018	March 26 to April 8, 2018
Thursday, April 5, 2018	April 9 to April 22, 2018
Thursday, April 19, 2018	April 23 to May 6, 2018
Thursday, May 3, 2018	May 7 to May 20, 2018
Thursday, May 17, 2018	May 21 to June 3, 2018
Thursday, May 31, 2018	June 4 to June 17, 2018
Thursday, June 14, 2018	June 18 to June 30, 2018

## ATTACHMENT A

### EXAMPLE: CONTRACT FOR PROCUREMENT OF SERVICES

#### ARTICLE 1. IDENTIFICATION OF PARTIES

The parties to this contract are:

(a)The Board of Trustees of the University of Illinois, a body corporate and politic of the State of Illinois ("University"), on behalf of UNIT and (b)VENDOR NAME, a(n) Corporation with its principal office at VENDOR ADDRESS, VENDOR CITY, Illinois 62703 ("Vendor").

#### ARTICLE 2. SCOPE OF SERVICES

**2.1 Services.** Vendor will perform the following "Services" and will obtain at Vendor's expense all necessary licenses and permissions necessary for Vendor's performance: SCOPE OF SERVICES TO BE DETERMINED PER RFP/BID

**2.2 Work Product.** As part of Vendor's performance of Services, Vendor will furnish to University the following work product("Work Product"): WORK PRODUCT TO BE DETERMINED PER RFP/BID

**2.3 Discrepancies/Questions.** If any discrepancies or questions arise during Vendor's performance of the contract, Vendor is responsible for obtaining written clarification from University's Technical Representative before providing the Services at issue. Vendor waives all claims for adjustment arising from Vendor's performance outside the scope of Services without a written contract amendment.

**2.4 Warranty.** Vendor warrants that the Services (i) will be performed in a timely, competent, workmanlike and professional manner and (ii) will conform to the contract specifications, documentation and requirements and to applicable industry standards for quality.

#### ARTICLE 3. TERM AND TERMINATION

**3.1 Term.** This contract shall not be binding until it is signed by both parties. The Effective Date of the contract shall be the last signature date appearing below. The term of this contract shall commence on AS PER RFP/BID. Unless renewed by University in accordance with Section 3.2, this contract shall expire on AS PER RFP/BID.

**3.2 Right to Renew.** This contract is renewable at University's election on the same terms and conditions except for any price adjustments permitted under Section 4.4. The terms of renewal are: AS PER RFP/BID. University may exercise its renewal right, if any, by providing written notice to Vendor 30 days before the expiration date of the contract (whether in the original term or a renewal term). Notwithstanding the foregoing, any renewal that includes a price adjustment must be memorialized by a written amendment that is signed by both parties. Vendor has no right of renewal.

**3.3 Termination for Cause.** A party that defaults in performance or commits a material breach of this contract ("defaulting party") shall have 10 days to cure the default or breach after receiving notice from the other party. The other party may terminate this contract without further notice if the defaulting party fails to cure the breach within the prescribed period, or within an agreed period of time.

**3.4 Termination for Convenience.** University may terminate this contract for convenience after providing to Vendor prior written notice of at least 30 calendar days. This contract is subject to termination by University in any year for which the General Assembly fails to make an appropriation to make payments under the contract.

**3.5 Termination for Non-Appropriation.** This contract is subject to termination by University in any year for which the General Assembly fails to make an appropriation to make payments under the contract.

**3.6 Effect of Termination.** In the event of early termination for any cause, Vendor shall stop performance in accordance with the notice of termination and shall submit to University a final bill for Services performed to the date of termination. University is not obligated to pay Vendor for Services until Vendor provides all Work Product. Vendor must comply with University's instructions to either destroy or return to University all information previously furnished to Vendor.

#### ARTICLE 4. COMPENSATION

**4.1 Compensation.** University shall pay Vendor compensation at the rate of \$AS PER RFP/BID for Services performed to University's reasonable satisfaction in accordance with the Scope of Services set forth in Section 2.1 above and with the specifications and requirements set forth in Section 2.2 above, if any. University shall reimburse Vendor in accordance with University policy for expenses not included in the compensation rate only if preauthorized in writing by University's representative. Expenses shall be reimbursable only if submitted with all supporting documentation reasonably required by University. University's obligation for total compensation, including authorized expenses, shall not exceed \$TO BE DETERMINED unless approved by written amendment to this contract in accordance with University policies and applicable law.

**4.2 Billing and Payment.** In order to be paid, Vendor must submit a proper invoice to University of Illinois, Invoice Processing Center, P.O. Box 820, Rantoul, IL 61866 no more frequently than monthly. A proper bill must include: itemized detail, invoice number, invoice date, invoice amount, remittance address and the University purchase order number. University will either approve the bill for payment, or deny a bill with defects, in accordance with the State Prompt Payment Act (30 ILCS 540) (the "Act"). University will assign a new date of receipt to a bill resubmitted in proper form. University will pay interest on approved bills that are not paid within the time period prescribed by the Act. The rate of interest shall be the rate established in the Act on the date that payment becomes late within the meaning of the Act. University will not pay interest of \$5 or less and may subtract any applicable discounts before payment.

**4.3 Withholdings.** University may withhold or may void any invoice to the extent University deems necessary to protect University from loss due to Vendor's: (a) unsatisfactory performance; (b) failure to pay subcontractors; (c) damage to University property; or (d) incomplete, inaccurate or unauthorized billing. University may withhold final payment until Vendor has performed all Services to University's satisfaction.

**4.4 Price Adjustments upon Renewal.** If renewals are permitted, Vendor must notify University at least 60 calendar days prior to contract expiration of any changes to rates and price schedules based upon Vendor's original quotation or response to solicitation. The parties will reflect any rate/price changes in a contract amendment.

#### ARTICLE 5. NOTICES

**5.1 Delivery.** To be enforceable, all notices must be in writing and delivered to the party's representative named below by either certified mail, return receipt requested, or commercial carrier with delivery receipt. Notices are effective upon receipt by the designated representative. A party may change its representative at any time by written notice to the other party.

**5.2 Directing Notices.** Vendor shall direct all general notices or matters of contract interpretation to University Contract Representative and notices involving technical or scheduling issues to University's Technical Representative. Vendor must include University's contract number or relevant purchase order number in any notice. Vendor shall direct all formal legal notices to the Board of Trustees.

University Contract Representative	Vendor Contract Representative
Wendy Gochanour University of Illinois Springfield	VENDOR NAME VENDOR ADDRESS

# WG418 Produce Items for UIS Food Service

One University Plaza, BSB106 Springfield, Illinois 62703-5407 Telephone: 217/206-6606 Email: <a href="mailto:wwith1@uillinois.edu">wwith1@uillinois.edu</a>	VENDOR CITY, Illinois 62703 Telephone: Email:
<b>University Technical Representative</b>	
CONTACT PHONE	
<b>University Legal Notices</b>	
The Board of Trustees of the University of Illinois Attn: Secretary of the Board 352 Henry Administration Building, MC-350 506 South Wright Street Urbana, Illinois 61801	

## ARTICLE 6. INSURANCE

Unless exempt by law, Vendor shall maintain the insurance coverages set forth below and shall provide evidence of such coverage to University's Contract Representative upon request. Vendor shall ensure that all subcontractors comply with the same insurance requirements. Subcontractors shall submit the required Certificate of Insurance through Vendor. Failure to comply with the insurance requirements constitutes a material breach of this contract.

With respect to the Commercial General Liability Insurance, Vendor shall name the Board of Trustees of the University of Illinois as an additional insured. In order to meet this requirement, wording substantially similar to the following must appear on the Certificate of Insurance: *The Board of Trustees of the University of Illinois is an additional insured for liability incurred by the University arising out of the activities of Vendor/Contractor and any of its subcontractors.* Vendor shall ensure that the relevant P.O. or Contract Number is indicated on the Certificate of Insurance.

Worker's Compensation, including Occupational Diseases <ul style="list-style-type: none"> <li>• Coverage A</li> <li>• Coverage B</li> </ul> <input type="checkbox"/> Check if "sole proprietor" and Workers' Compensation (Coverage A&B) are not applicable. NOTE: If company is in the construction business, trucking business operating at a construction site, or other hazardous occupation, 820 ILCS 185 of the Illinois Combined Statutes requires that even "sole proprietors" MUST obtain insurance.	minimum Illinois statutory limits minimum \$500,000 E.L. each disease minimum \$500,000 E.L. each employee minimum \$500,000 E.L. policy limit
Commercial General Liability, including contractual liability <ul style="list-style-type: none"> <li>• Each Occurrence</li> <li>• General Aggregate</li> <li>• Products-Completed Operations Aggregate</li> <li>• Personal &amp; Advertising Injury</li> <li>• Fire Damage Legal Liability</li> </ul>	minimum \$1 million minimum \$2 million aggregate minimum \$2 million aggregate minimum \$1 million minimum \$100,000
Auto Liability (either personal or commercial as applicable) <ul style="list-style-type: none"> <li>• Combined single limit</li> </ul> OR <ul style="list-style-type: none"> <li>• Bodily Injury</li> <li>• Property Damage</li> </ul>	minimum \$1 million per occurrence  minimum \$1 million minimum \$1 million
Umbrella liability insurance may be used to meet the minimum coverage requirements shown above. <b>Additional insurance requirements for this contract are checked below:</b>	

## WG418 Produce Items for UIS Food Service

<input type="checkbox"/> Professional Liability – Specialty Errors and Omissions	\$1,000,000 per claim \$3,000,000 annual aggregate
<input type="checkbox"/> Professional Liability – Medical Malpractice	\$1,000,000 per claim \$3,000,000 annual aggregate
When the services include any professional services, Vendor shall maintain professional liability insurance coverage for Vendor and its employees and agents to include coverage for errors, omissions, and negligent acts related to the rendering of such professional services with limits not less than \$1,000,000 per claim and \$3,000,000 annual aggregate. Coverage extensions shall include contractual liability. When policies are renewed or replaced, any retroactive date must coincide with, or precede commencement of services by Vendor or subcontractor under this contract. A claims-made policy that is replaced or not renewed must have an extended reporting period not less than two years.	
<input type="checkbox"/> Employee Dishonesty	\$150,000 each occurrence

Vendor shall furnish any original Certificate(s) of Insurance evidencing the required coverage to be in force on the date of this contract, and any renewal Certificate(s) of Insurance if coverage has an expiration or renewal date occurring during the term of this contract to the University of Illinois, Purchasing Division, One University Plaza, BSB106, Springfield, IL 62703. University's receipt of a Certificate of Insurance does not constitute University's acknowledgment or agreement that insurance requirements have been met. Failure of University to obtain Certificate(s) or other insurance evidence from the Vendor shall not be deemed a waiver of these insurance requirements by University. Vendor's failure to comply with insurance requirements constitutes a material breach of contract terms.

### ARTICLE 7. INDEMNIFICATION

Vendor shall fully indemnify University and its Trustees, officers, employees, agents ("University Indemnitees") against all liabilities, losses, costs, and expenses (including reasonable attorney fees) arising from any injury or death or loss of or damage to property for which University Indemnitees become liable as a result of the acts and omissions of Vendor and Vendor's subcontractors.

### ARTICLE 8. SUBCONTRACTS

Vendor shall provide an attachment listing all known or anticipated subcontracts with an annual value of \$50,000 or more. The attachment shall include the proposed value of each subcontract and the name and address of the subcontractor. Vendor shall not subcontract any portion of the Services without University's prior written permission and shall promptly notify University of any proposed change in subcontractors, together with all relevant information requested by University.

### ARTICLE 9. CONFIDENTIALITY

**9.1 General.** Vendor must treat all information relating to this contract as confidential ("University Information"). Unless required by law, Vendor shall not disclose University Information to third parties or use University Information for any purpose other than in performing the Services except as authorized in advance in writing by University.

**9.2 Family Educational Rights and Privacy Act, 20 U.S.C. §1232g (FERPA).** Unless authorized by law or by written permission of the student, Vendor shall not disclose to any third party information concerning University students. Vendor shall protect all records containing student information in accordance with FERPA and University policy. In addition to other remedies, University may terminate this contract immediately upon information that Vendor may have violated this provision.

**9.3 Illinois Personal Information Protection Act, 815 Ill. Comp. Stat. 530 (PIPA).** If applicable, Vendor will cooperate in good faith with University to maintain security and integrity of personal information in compliance with PIPA.

**9.4 Health Insurance Portability and Accountability Act (HIPAA) Privacy Rule, 45 C.F.R. parts 160 and 164.** If Vendor is University's Business Associate, as that term is defined by the HIPAA Privacy Rule at 45 C.F.R. §160.103, then Vendor agrees to the terms of the HIPAA Business Associate Agreement attached as Exhibit C.

#### **ARTICLE 10. RIGHTS TO WORK PRODUCT**

**10.1 Title to Work Product.** Title to all Work Product made under this contract vests in University upon delivery by Vendor. University shall have the exclusive right to use Work Product for any purpose without further obligation to Vendor. Vendor represents that Work Product is original and does not infringe on third party rights. Vendor will not place any restrictive markings upon Work Product.

**10.2 Pre-Existing Rights.** University shall not claim any interest in Vendor's materials, products, inventions or know-how existing prior to formation of this contract. Vendor grants to University a royalty-free, nonexclusive, irrevocable, worldwide license to make, use, sell, and to reproduce, distribute, prepare derivative works and perform, as the case may be, any pre-existing materials, products, inventions or know-how delivered by Vendor to University under this contract.

**10.3 Third Party Property.** Vendor shall not incorporate into the Work Product any third party property without University's prior written authorization. If University permits Vendor's use of third party property in the Work Product, Vendor must obtain for University a license at no cost to University that will enable University to use the Work Product without restriction. Vendor shall defend and indemnify University against all third party claims for infringements related to the Work Product unless otherwise expressly agreed by University in writing.

#### **ARTICLE 11. RECORDS RETENTION AND AUDITS**

**11.1 Maintenance of Books and Records.** Vendor shall maintain books and records that relate to performance of this contract and that support amounts charged for three years from the date of final payment or for such longer period of time as is necessary to complete ongoing or announced audits or to comply with any applicable federal requirements.

**11.2 Right of Inspection.** University may reasonably inspect Vendor's premises, facilities, equipment, and investigate the business reputation and other qualifications of Vendor and any of Vendor's subcontractors throughout the term of this contract.

**11.3 Litigation Hold Order Compliance.** Vendor shall, and shall cause Vendor's employees and subcontractors to, fully comply with any litigation hold order issued by University in anticipation of third party litigation relating to this contract. Vendor shall promptly retrieve, recover, preserve, and retain and, subject to legal privileges, deliver any information and documents, in any format, covered by a litigation hold order.

#### **ARTICLE 12. GENERAL TERMS**

**12.1 Ambiguities.** Any rule of construction that would resolve ambiguities against the drafting party shall not apply in interpreting this contract.

**12.2 Amendments.** No modification of this contract shall be effective unless made by a written amendment signed by each party's authorized signatory.

**12.3 Assignment.** Neither party may assign its obligations under this contract without the prior written consent of the other party.

**12.4 Authorized Signatories.** The individuals signing this contract on a party's behalf represent that they have the requisite authority and intent to bind that party to this contract.

**12.5 Choice of Law.** This contract shall be interpreted by application of Illinois law without regard to its conflicts provisions.

**12.6 Compliance with Laws.** Each party shall perform its obligations in compliance with all relevant laws governing its performance, including, but not limited to, laws related to proprietary rights, civil rights, and import and export control. Breach of this provision is a material breach of this Agreement.

**12.7 Counterparts/Facsimile Signatures.** This contract may be signed in counterparts. Facsimile signatures constitute original signatures for all purposes.

**12.8 Excluded Parties.** YOU certify that neither YOU nor any of YOUR directors, officers, employees, agents or subcontractors who may provide services pursuant to this contract (collectively “Agents”) is presently debarred, suspended, proposed for debarment, declared ineligible or otherwise excluded from transactions with the U.S. Government or by any federal government agency. YOU shall provide University immediate written notice if YOU learn that this certification was erroneous when made or if YOU or any of YOUR Agents hereafter becomes debarred, suspended, proposed for debarment, declared ineligible or otherwise excluded from transactions with the U.S. Government or by any Federal agency. YOU further certify that neither YOU nor any of YOUR Agents is presently subject to an investigation or proceeding to exclude either as a provider under Medicare or Medicaid or under any other federal or state health care program or under any third party insurance program, nor is currently excluded or debarred from submitting claims to Medicare or Medicaid or to any other federal or state health care program or to any third party insurer. University may terminate this contract immediately without any penalty to University if either of these certifications was erroneous when made and/or becomes no longer valid during the term of this contract.

**12.9 Force Majeure.** A party is excused from performing its obligations under this contract when conditions beyond its control and unforeseen by the parties make its performance commercially impractical, illegal, or impossible. Conditions of excuse include, but are not limited to: natural disasters, strikes, fires, war, terrorism and threats of terrorism, government actions, and acts or omissions of third parties. So long as the conditions continue, the party whose performance is affected shall keep the other party fully informed about the conditions and the prospects of their ending.

**12.10 Headings.** Headings in this contract are intended only to assist with readability and are not substantive.

**12.11 Independent Contractor.** The parties are independent contractors with respect to each other. Nothing in this contract is intended to create any association, partnership, joint venture, or agency relationship between them.

**12.12 Integration.** This contract with its attachments, amendments and incorporated references constitutes the parties’ entire agreement regarding the subject matter.

Attachments include:

Exhibit A - State Clauses and Certifications (Included below)

Optional Attachments:

- ☒ Exhibit B - Financial Disclosures & Conflicts of Interest
- ☐ Exhibit C – Pricing Schedule
- ☐ Exhibit D – (federal clauses)
- ☐ Other:

**12.13 Jurisdiction.** Any claims against University must be filed in accordance with the Illinois Court of Claims Act.

**12.14 Severability.** If any provision of this contract is held by a court of competent jurisdiction to be unenforceable, the provision shall be severed from this contract so long as severance does not affect the enforceability or essential purpose of the remainder of the contract.



**12.15 Sovereign Immunity.** By entering into this contract, University does not waive the sovereign immunity or any other defenses and immunities afforded to it by Illinois and federal law.

**12.16 Use of Name.** YOU shall not use University's name or protected marks for any commercial purpose without University's advance written consent.

**12.17 Waiver.** The failure of either party to enforce any provision of this contract shall not waive the party's right to later enforce the provision or the contract.

**THE BOARD OF TRUSTEES OF THE  
UNIVERSITY OF ILLINOIS**

**VENDOR NAME**

By: \_\_\_\_\_

By: \_\_\_\_\_ Printed: \_\_\_\_\_  
Walter K. Knorr, Comptroller

Title: \_\_\_\_\_

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

Approved as to legal form by Office of University Counsel on 1/16/15

\*\*\*\*\*END OF DOCUMENT\*\*\*\*\*