



INVITATION TO BID

Lake County
 Purchasing Division
 18 North County Street - 9th floor
 Waukegan, Illinois 60085-4350, (847) 377-2992
[EMAIL: Purchasing@lakecountyil.gov](mailto:Purchasing@lakecountyil.gov)

SUBMISSION INFORMATION

INVITATION: 13032
 BID OPENING DATE: February 6, 2013
 TIME: 2:00 p.m. Local Time
 LOCATION: Purchasing Division
 ISSUANCE DATE: January 23, 2013
 BUYER: Brandy Schroff

Submit one (1) original and one (1) electronic version on a CD.

INVITATION TO BID BIDDER INFORMATION

Company Name: _____
 Address: _____
 City, State, Zip Code: _____

Bakery Products for Lake County Winchester House and Depke Juvenile Detention Center
 (Please refer to page 9 for product count and packaging size.)

	SARA LEE ITEM #	Description	OR EQUAL – Reference Terms and Conditions Section 4	Winchester House Estimated Annual Usage (Per UOM)	Depke Estimated Annual Usage (Per UOM)	Unit of Measure (UOM)	Total for Both locations (Per UOM)	Item Price per UOM	Extended Price Total
1	5484	Sara Lee 100% Wheat Hot Dog Buns		0	190	Package	190	\$ _____	\$ _____
2	5486	Sara Lee 100% Wheat Hamburger Buns		1620	600	Package	2,220	\$ _____	\$ _____
3	18309	Mothers Split Top White Bread		5940	0	Loaf	5,940	\$ _____	\$ _____
4	19057	Gardner White Hamburger Sandwich Buns		1200	0	Package	1,200	\$ _____	\$ _____
5	19068	All American White Hot Dog Buns		1000	0	Package	1,000	\$ _____	\$ _____
6	19828	Mothers Split Top Wheat Bread		0	696	Loaf	696	\$ _____	\$ _____
7	53067	Sara Lee 100% Whole Grain Wheat Bread		3180	2247	Loaf	5,427	\$ _____	\$ _____
8	53095	Generic Rye Bread		468	0	Loaf	468	\$ _____	\$ _____
9	5507	Sara Lee Dinner Rolls		1476	72	Package	1,548	\$ _____	\$ _____
10	40735	Sara Lee Cinnamon Raisin Bread		790	0	Loaf	790	\$ _____	\$ _____
11	53102	Sara Lee Rolls Deli, Split Center		312	0	Package	312	\$ _____	\$ _____
TOTAL BID ITEMS 1 thru 11									\$ _____

NOTE TO BIDDERS: Any and all exceptions to these specifications MUST be clearly and completely indicated on the quote sheet. Attach additional pages if necessary. Please be advised that any exceptions to these specifications may cause your quote to be disqualified.

If a bid includes any exceptions, Bidders must insert an "X" in the following box indicating a bid submission with exceptions.

NOTE TO QUOTERS: E-Mail and Faxed Quotes are acceptable. Quotes may be submitted to:

E-mail: bschroff@lakecountyil.gov or

Fax to: 847-984-5993

THIS SECTION BELOW MUST BE COMPLETED IN FULL AND SIGNED.

Prompt payment discount: _____% _____days.

The undersigned hereby certifies that they have read and understand the contents of this solicitation and agree to furnish at the prices shown any or all of the items above, subject to all instructions, conditions, specifications and attachments hereto. Failure to have read all the provisions of this solicitation shall not be cause to alter any resulting contract or request additional compensation. By signing this bid document, the bidder hereby certifies that they are not barred from bidding on this contract as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code of 1961, as amended.

Authorized Signature _____

Company Name _____

Typed/Printed Name _____

Date _____

Title _____

Telephone Number _____

LAKE COUNTY - INVITATION FOR BIDS: TERMS AND CONDITIONS

1. **AUTHORITY.** This Invitation for Bids is issued pursuant to applicable provisions of the Lake County Purchasing Ordinance.
2. **BID OPENING.** Sealed bids will be received at the Lake County Purchasing Division until the date and time specified at which time they shall be opened in public. Late bids shall be rejected and returned unopened to the sender. Lake County does not prescribe the method by which bids are to be transmitted; therefore, it cannot be held responsible for any delay, regardless of the reason, in transmission of the bids.
3. **BID PREPARATION.** Bids must be submitted on this form and all information and certifications called for must be furnished. Bids submitted in any other manner, or which fail to furnish all information or certificates required, may be summarily rejected. Bids may be modified or withdrawn prior to the time specified for the opening of bids. Bids shall be filled out legibly in ink or typewritten with all erasures, strikeouts and corrections initialed in ink by the person signing the bid. The bid shall include the legal name of the bidder, the complete mailing address, and be signed in ink by a person or persons legally authorized to bind the bidder to a contract. Name of person signing should be typed or printed below the signature.
4. **BID ENVELOPES.** Envelopes containing bids must be sealed and addressed to the County of Lake Purchasing Division The name and address of the bidder and the Invitation Number must be shown in the upper left corner of the envelope.
5. **ERRORS IN BIDS.** Bidders are cautioned to verify their bids before submission. Negligence on the part of the bidder in preparing the bid confers no right for withdrawal or modification of the bid after it has been opened. In case of error in the extension of prices in the bid, the unit prices will govern.
6. **RESERVED RIGHTS.** The County of Lake reserves the right at any time and for any reason to cancel this Invitation for Bids, accept or reject any or all bids or any portion thereof, or to accept an alternate bid. The County reserves the right to waive any immaterial defect in any bid. Unless otherwise specified by the bidder or the County, the County has sixty (60) days to accept. The County may seek clarification from any bidder at any time and failure to respond promptly is cause for rejection.
7. **INCURRED COSTS.** The County will not be liable for any costs incurred by bidders in replying to this Invitation for Bids.
8. **AWARD.** It is the intent of the County to award a contract to the lowest responsible bidder meeting specifications. The County reserves the right to determine the lowest responsible bidder on the basis of an individual item, groups of items, or in any way determined to be in the best interests of the County. Award will be based on the following factors (where applicable): (a) adherence to all conditions and requirements of the bid specifications; (b) price; (c) qualifications of the bidder, including past performance, financial responsibility, general reputation, experience, service capabilities, and facilities; (d) delivery or completion date; (e) product appearance, workmanship, finish, taste, feel, overall quality, and results of product testing; (f) maintenance costs and warranty provisions; and (g) repurchase or residual value.
9. **PRICING.** The price quoted for each item is the full purchase price, including delivery to destination, and includes all transportation and handling charges, premiums on bonds, material or service costs, patent royalties and all other overhead charges of every kind and nature. Unless otherwise specified, prices shall remain firm for the contract period.
10. **DISCOUNTS.** Prices quoted must be net after deducting all trade and quantity discounts. Where cash discounts for prompt payment are offered, the discount period shall begin with the date of receipt of a correct invoice or receipt or final acceptance of goods, whichever is later.
11. **TAXES.** Lake County is not subject to Federal Excise Tax. Per Illinois Compiled Statutes, 35 ILCS 120/2-5, Lake County is exempt from state and local taxes.
12. **SPECIFICATIONS.** Reference to brand names and numbers is descriptive, but not restrictive, unless otherwise specified. Bids on equivalent items will be considered, provided the bidder clearly states exactly what is proposed to be furnished, including complete specifications. Unless the bidder specified otherwise, it is understood the bidder is offering a referenced brand item as specified or is bidding as specified when no brand is referenced, and does not propose to furnish an "equal." The County reserves the right to determine whether a substitute offer is equivalent to and meets the standard of quality indicated by the brand name and number.
13. **SAMPLES.** Samples of items, when called for, must be furnished free of expense and, if not destroyed in the evaluation process, will, upon request, be returned at the bidder's expense. Request for the return of samples must accompany the sample and include UPS Pickup Slip, postage or other acceptable mode of return. Individual samples must be labeled with bidder's name, invitation number, item reference, manufacturer's brand name and number.
14. **INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS.** Bidders shall promptly notify the County of any ambiguity, inconsistency or error which they may discover upon examination of the bidding documents. Interpretations, corrections and changes will be made by addendum. Each bidder shall ascertain prior to submitting a bid that all addenda have been received and acknowledged in the bid.
15. **INDEMNIFICATION.** The Seller shall indemnify and hold harmless the County, its agents, officials, and employees from and against all injuries, losses, claims, suits, costs and expenses which may accrue against the County as a consequence of granting the Contract.
16. **DEFAULT.** Time is of the essence of this contract and if delivery of acceptable items or rendering of services is not completed by the time promised, the County reserves the right, without liability, in addition to its other rights and remedies, to terminate the contract by notice effective when received by Seller, as to stated items not yet shipped or services not yet rendered and to purchase substitute items or services elsewhere and charge the Seller with any or all losses incurred. The County shall be entitled to recover its attorney's fees and expenses in any successful action by the County to enforce this contract.
17. **INSPECTION.** Materials or equipment purchased are subject to inspection and approval at the County's destination. The County reserves the right to reject and refuse acceptance of items which are not in accordance with the instructions, specifications, drawings or data of Seller's warranty (express or implied). Rejected materials or equipment shall be removed by, or at the expense of, the Seller promptly after rejection.
18. **WARRANTY.** Seller warrants that all goods and services furnished hereunder will conform in all respects to the terms of this solicitation, including any drawings, specifications or standards incorporated herein, and that they will be free from latent and patent defects in materials, workmanship and title, and will be free from such defects in design. In addition, Seller warrants that said goods and services are suitable for, and will perform in accordance with, the purposes for which they are purchased, fabricated, manufactured and designed or for such other purposes as are expressly specified in this solicitation. The County may return any nonconforming or defective items to the Seller or require correction or replacement of the item at the time the defect is discovered, all at the Seller's risk and expense. Acceptance shall not relieve the Seller of its responsibility.
19. **REGULATORY COMPLIANCE.** Seller represents and warrants that the goods or services furnished hereunder (including all labels, packages and container for said goods) comply with all applicable standards, rules and regulations in effect under the requirements of all Federal, State and local laws, rules and regulations as applicable, including the Occupational Safety and Health Act as amended, with respect to design, construction, manufacture or use for their intended purpose of said goods or services. Seller shall furnish "Material Safety Data Sheets" in compliance with the Illinois Toxic Substances Disclosure to Employees Act.
20. **EQUAL EMPLOYMENT OPPORTUNITY.** Bidder shall comply with the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., as amended and any rules and regulations promulgated in accordance therewith, including, but not limited to the Equal Employment Opportunity Clause, Illinois Administrative Code, Title 44, Part 750 (Appendix A), which is incorporated herein by reference. Furthermore, The Bidder shall comply with the Public Works Employment Discrimination Act, 775 ILCS 10/0.01 et seq., as amended.
21. **ROYALTIES AND PATENTS.** Seller shall pay all royalties and license fees. Seller shall defend all suits or claims for infringement of any patent, copyright or trademark rights and shall hold the County harmless from loss on account thereof.
22. **LAW GOVERNING.** This contract shall be governed by and construed according to the laws of the State of Illinois.

GENERAL TERMS AND CONDITIONS

1.0 INTENT

It is the intention of Lake County to establish a source to supply services for the purchase of Bakery Products for Lake County Winchester House and Lake County Depke Juvenile Detention Center. Bidders are encouraged to submit a price for all items. Lake County reserves the right to reject any bids which do not include a price for all eleven items.

2.0 TERM

This contract shall be in effect for a two (2) year period from the date of award. Lake County reserves the right to renew this bid for three (3) additional one (1) year period(s), subject to acceptable performance by the contractor. At the end of any contract term, Lake County reserves the right to extend this contract for a period of sixty (60) days for the purpose of getting a new contract in place. For any year beyond the initial year, this contract is contingent on the appropriation of sufficient funds; no charges shall be assessed for failure of the County to appropriate funds in future contract years

3.0 DELIVERY

All items shall be quoted F.O.B. Destination. The term F.O.B. Destination shall mean delivered and unloaded onto the receiving dock of the department/location listed and delivered to the designated internal location with the building with all charges for transportation and unloading prepaid by the Contractor. No charges will be allowed for freight. Any claim for loss or damage shall be between the Contractor and the Carriers.

Deliveries shall be made to the following locations:

Winchester House-Kitchen
1125 North Milwaukee Avenue
Libertyville, IL 60048
Attn: Joyce Miller

Depke Juvenile Justice Complex
24647 N. Milwaukee Ave
Vernon Hills, Illinois 60061

Lake County reserves the right to add additional delivery locations or to make changes to the delivery locations shown above.

4.0 EQUALITY

Whenever these specifications mention an item by name and use specific descriptions as refers thereto, it is intended to convey to the bidder an understanding of the standard of excellence required. Items of equal type, quality, and size, which will conform substantially to the standard of excellence, established to provide equivalent merit, strength, durability, and to perform the required function in accordance with these specifications may be offered. Lake County shall have the final approval of whether a substitute item is equal to the item specified.

5.0 BID PRICE

Prices throughout the initial (2) year term of the contract shall remain firm/fixed. Written requests for price revisions after the first two (2) year period shall be submitted at least sixty (60) days in advance of the annual contract period. Requests must be based upon and include documentation of the actual change in the cost of the components involved in the contract and shall not include overhead, or profit. The exact amount of any price increase granted shall be in the exact amount of the documented cost increase to the Contractor or change in the one year C.P.I. index, for All Unban Consumers - Food Away from Home whichever is less. The County reserves the right to reject any price increase and to terminate the contract.

6.0 VOLUME/ESTIMATED QUANTITY

The quantities indentified are estimates of the total quantity to be used. The County does not guarantee any specific amount and shall not be held responsible for any deviation. Lake County does not guarantee that the County will buy any or all estimated quantities or total amount. This contract shall cover Lake County's requirements whether more or less than the estimated amount

7.0 PACKAGE WEIGHTS

If bidding on items with weights, package counts or serving sizes other than specified, so indicate on the price sheets. Bids will be evaluated for all bread items on the total weight required.

8.0 UNBALANCED BIDDING

Bidders shall not submit a bid, which contains irregularities of any kind, including unbalanced bids. By an unbalanced bid, it is meant that one or more separate items are substantially out of line with the current market price for the materials and/or work covered hereby. The County reserves the right not to award or to negotiate any items whose unit prices appear excessive or unbalanced.

9.0 SAMPLES/TESTING

If quoting brands other than specified, samples and product documentation must be submitted to Lake County upon demand. Samples will show the typical level of quality that the contractor is able to supply. Bidders shall supply a minimum of six (6) units of each requested product. Lake County shall make the final determination as to whether a substitute item is equal to the item specified. Failure to supply samples within forty-eight (48) hours may be grounds for quote rejection. It is hereby understood by all that Lake County's decision of equality will be the final determination and shall be binding.

10.0 HOLD HARMLESS CLAUSE

The Contractor agrees to indemnify, save harmless and defend Lake County, its agents, servants, employees, and each of them against and hold it and them harmless from any and all lawsuits, claims, demands, liabilities, losses, and expenses; including court costs and attorney's fees for or on account of any injury to any person, or any death at any time resulting from such injury, or any damage to property, which may arise or which may be alleged to have arisen out of, or in connection with the work covered by this project. The foregoing indemnity shall apply except if such injury is caused directly by the willful and wanton conduct of Lake County, it agents, servants, or employees or any other person indemnified hereafter.

11.0 BIDDERS REFERENCES

All bidders must be qualified distributors and shall provide customer references on the enclosed form. Please provide a list of customers with a minimum volume equal to the County's estimate, on the enclosed Reference Sheet.

12.0 PURCHASE ORDER, INVOICES AND PAYMENTS

Lake County will issue Purchase Order (s) for the goods/services under this contract. The Contractor shall submit invoice(s) detailing the services provided in accordance with the Purchase Order and the payment provisions of this contract. Identify the Purchase Order number on all invoices. Payment shall be made in accordance with the Local Government Prompt Payment Act.

13.0 TERMINATION

The County reserves the right to terminate this contract, or any part of this contract, upon thirty (30) days written notice. In case of such termination, the Contractor shall be entitled to receive payment from the County for work completed to date in accordance with the terms and conditions of this contract. In the event that this Contract is terminated due to Contractor's default, the County shall be entitled to purchase substitute items and/or services elsewhere and charge the Contractor with any or all losses incurred, including attorney's fees and expenses.

14.0 ADDITIONAL INFORMATION

Should the bidder require additional information about this bid, please email to purchasing@lakecountyil.gov no less than seven (7) days prior to the bid opening date. Questions may also be faxed to Lake County Purchasing Division (847) 984-5889. ANY and ALL changes to these specifications are valid only if they are included by written Addendum to All Bidders. No interpretation of the meaning of the plans, specifications or other contract documents will be made orally. Failure of any bidder to receive any such addendum or interpretation shall not relieve the bidder from obligation under this bid as submitted. All addenda so issued shall become part of the bid documents. Failure to request an interpretation constitutes a waiver to later claim that ambiguities or misunderstandings caused a bidder to improperly submit a bid.

15.0 PRECEDENCE

Where there appears to be variances or conflicts, the following order of precedence shall prevail: Lake County Specifications; Lake County General Terms & Conditions, Lake County Request for Quotation Terms & Conditions and the Contractor’s Request for Quotation Response.

16.0 AWARD

Lake County intends to award this contract, in whole, to the lowest responsive and responsible quotation, who best meets the specifications, including submitting prices for all listed quote items. Lake County reserves the right to consider reliability, performance, and cost in providing the services required, in the award decision.

17.0 CHANGES IN STATUS

The Contractor shall notify Lake County immediately of any change in its status resulting from any of the following: (a) vendor is acquired by another party; (b) vendor becomes insolvent; (c) vendor, voluntary or by operation law, becomes subject to the provisions of any chapter of the Bankruptcy Act; (d) vendor ceases to conduct its operations in normal course of business. Lake County shall have the option to terminate its contract with the vendor on 15 days written notice based on any such change in status.

18.0 INSURANCE

The contractor must obtain, for the Contract term and any extension of it, insurance issued by a company or companies qualified to do business in the State of Illinois and provide the County with evidence of insurance. Insurance in the following types and amounts is necessary:

- Worker’s Compensation Insurance covering all liability of the Offer or arising under the Workers Compensation Act and Worker’s Occupational Disease Act.
- Comprehensive General (Public) Liability in a broad form, to include coverage for the following where exposure exists:
 - Premises/Operations, Independent Contractors,
 - Products/Completed Operations, Personal Injury and
 - Contractual Liability, limits of liability not less than:
 - \$ 1,000,000 each occurrence
 - \$ 2,000,000 general aggregate
- Comprehensive Automobile Liability Insurance, in a broad form, covering the liability of the Contractor for personal injuries, including death, and for loss or damage to property arising in connection with the operation of owned and non-owned vehicles; limits of liability not less than:
 - Personal Injury: \$ 500,000 each person
 - \$1,000,000 each occurrence
 - Property Injury: \$ 500,000 each occurrence

19.0 JURISDICTION, VENUE, CHOICE OF LAW

This contract shall be governed by and construed according to the laws of the State of Illinois. Jurisdiction and venue shall be exclusively found in the 19th Judicial Circuit Court, State of Illinois

SPECIFICATIONS

Product:

1. Bread products shall be free of trans-fats. Wheat bread shall contain 100% stone ground wheat flour.
2. Product must be dated as fresh for a minimum of 9 days after delivery to Lake County facility.
3. Contractor can provide substitutions of the same or higher grade product(s) at the contract price if ordered product is not available for delivery as required.

Delivery:

1. Bakery products shall be delivered every week according to the following locations and schedule:
 - a. Depke Juvenile Justice Complex – Tuesday and Friday between 9:00 am and 11:30 am.
 - b. Winchester House – Monday, Tuesday, Wednesday, Thursday, Friday between 5:45 am and 8:30am

NOTE: Please advise alternate delivery time if you can not comply with specified time. Lake County reserves the right to reject any quotes if alternate delivery schedules are less than 2 days a week for Depke Juvenile Justice Complex and less than 5 days a week for Winchester House.

2. It is the Contractor's responsibility to review delivery location, unloading facilities, etc.
3. Delivery must be provided at the same time each day delivery is requested.

Order & Invoice:

1. Contractor shall submit a weekly invoice showing product description, quantity delivered, price, delivery date, and PO number.
2. Contractor must have capability to receive re orders via telephone, fax, or email.
3. Contractor shall accept the return and issue 100% credit for product that is found upon receipt to be damaged, does not conform to specifications or is otherwise found to be unusable.

PRODUCT SPECIFICATIONS

Bakery Products for Lake County Winchester House and Depke Juvenile Detention Center

January 2013

Unless otherwise indicated, Contractor is responsible to provide Bakery Products that meet or exceed the quote specifications. Contractors must specifically detail any expectations or variations in their product specifications that do not conform to the below requirements.

	SARA LEE ITEM #	Description	Product Count and Package (Unit) Size	OR EQUAL – Reference Terms and Conditions Section 4	<i>Winchester House Estimated Annual Usage (Per Unit of Measure)</i>	<i>Depke Estimated Annual Usage (Per Unit of Measure)</i>	Unit of Measure	Total Usage for Both locations (Per Unit of Measure)
1	5484	Sara Lee 100% Wheat Hot Dog Buns	8 count 12 oz. package		0	190	Package	190
2	5486	Sara Lee 100% Wheat Hamburger Buns	8 count 1Lb. 9 oz. package Buns 4 ½” in diameter		1620	600	Package	2,220
3	18309	Mothers Split Top White Bread	24 Oz loaf, 24 slices per loaf (includes end slices)		5940	0	Loaf	5,940
4	19057	Gardner White Hamburger Sandwich Buns	8 count 20 oz. package		1200	0	Package	1,200
5	19068	All American White Hot Dog Buns	8 count 12 oz. package		1000	0	Package	1,000
6	19828	Mothers Split Top Wheat Bread	24 oz. loaf 24 slices per loaf (includes end slices)		0	696	Loaf	696
7	53067	Sara Lee 100% Whole Grain Wheat Bread	20 oz. loaf 22 total slices (includes end slices)		3180	2247	Loaf	5,427
8	53095	Generic Rye Bread	2 Lb. Loaf, 25 slices per loaf (includes end slices)		468	0	Loaf	468
9	5507	Sara Lee Dinner Rolls	12 count 17 oz. package		1476	72	Package	1,548
10	40735	Sara Lee Cinnamon Raisin Bread	16 oz. loaf 16 slices per loaf (includes end slices)		790	0	Loaf	790
11	53102	Sara Lee Rolls Deli, Split Center	6 count 15 oz. Package	312	0	Package	312	

REFERENCES

List below other organizations (users of similar size and structure to Lake County preferred) for which these services have been provided:

Agency Name: _____
Address _____
City, State, Zip Code _____
Telephone Number _____
Contact Person _____
Unit Description _____
Dates of Installation _____

Agency Name _____
Address _____
City, State, Zip Code _____
Telephone Number _____
Contact Person _____
Unit Description _____
Dates of Installation _____

Agency Name _____
Address _____
City, State, Zip Code _____
Telephone Number _____
Contact Person _____
Unit Description _____
Dates of Installation _____

Agency Name _____
Address _____
City, State, Zip Code _____
Telephone Number _____
Contact Person _____
Unit Description _____
Dates of Installation _____

Agency Name _____
Address _____
City, State, Zip Code _____
Telephone Number _____
Contact Person _____
Unit Description _____
Dates of Installation _____

QUALIFICATIONS

(This section must be completed and returned with bid. Attach additional pages as required to complete required documentation.)

Name and Address of Office from which this contract will be administered

Name: _____

Address: _____

Phone: _____ Fax: _____

Account _____

Representative:

Name and Address of Contractor’s Facility where Baked Goods are produced

Name: _____

Address: _____

Phone: _____ Fax: _____

Project Manager: _____

Years in Business: _____ Number of _____

Employees:

Annual Sales: \$ _____ Dunn & Bradstreet #: _____

List Employees Who Will be Dedicated to Lake County for the Administration of This Contract:

(Attach additional pages as necessary)

NAME	POSITION TITLE	NUMBER OF YEARS	AREA OF RESPONSIBILITY / EXPERIENCE / DOCUMENT LICENESE, DEGREES RECEIVED, FORMAL TRAINING REQUIRED TO PERFORM SERVICES DESCRIBED IN THIS BID REQUEST	<u>TASK</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____