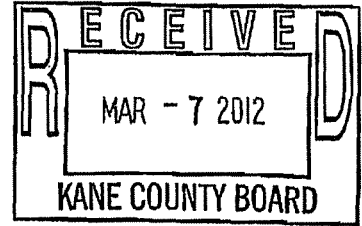


County of Kane  
Office of County Board  
Kane County Government Center



Karen McConnaughay  
Chairman  
630-232-5930



719 Batavia Avenue  
Geneva, Illinois 60134  
Fax 630-232-9188

**DOCUMENT VET SHEET**  
for  
**Karen McConnaughay**  
**Chairman, Kane County Board**

Name of Document: JJC Food Provider - Offer to Contract (IBC/Wonder Bread)  
Re-Submitting

Submitted by: Tim Keovongsak / Purchasing Dept.

Date Submitted: March 6, 2012

Examined by: Joseph LyLves  
(Print name)

[Signature]  
(Signature)

3-7-12  
(Date)

Post on Web: Yes  No  Atty. Initials JPL

**Comments:**

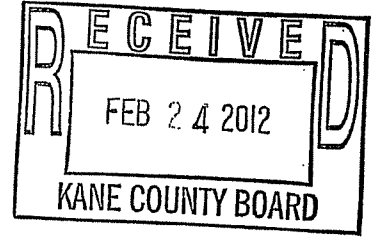
Please review attached offer to contract for the Juvenile Justice Center food provider as awarded to IBC/Wonder Bread for delivery of breads. Bid 49-011 and per Res #12-44. Please notify Purchasing Department when approved and signed by the Chairman to proceed with contract execution.

Attachment: IBC/Wonder Bread - Offer to Contract Form  
Exhibit A - JJC's revised pricing per select items and quantities for Breads

Chairman signed:  Yes  No 3-12-12  
(Date)

Document returned to: Tim K

County of Kane  
Office of County Board  
Kane County Government Center



Karen McConnaughay  
Chairman  
630-232-5930



719 Batavia Avenue  
Geneva, Illinois 60134  
Fax 630-232-9188

**DOCUMENT VET SHEET**  
for  
**Karen McConnaughay**  
Chairman, Kane County Board

Name of Document: JJC Food Provider - Offer to Contract (IBC/Wonder Bread)

Submitted by: Tim Keovongsak / Purchasing Dept.

Date Submitted: February 24, 2012

Examined by: Joseph Ly Lves  
(Print name)

(Signature)

(Date)

Post on Web: Yes  No  Atty. Initials \_\_\_\_\_

**Comments:**

Please review attached offer to contract for the Juvenile Justice Center bulk food provider as awarded to IBC/Wonder Bread. Bid 49-011 per Res #12-44. Please notify Purchasing Department when approved and signed by the Chairman to proceed with contract execution.

Attachment: IBC/Wonder Bread - Offer to Contract Form

Chairman signed: Yes  No  \_\_\_\_\_  
(Date)

Document returned to: \_\_\_\_\_

Rev. 3/11

*RTS: EXCEEDS COUNTY BOARD RESOLUTION \$ AMOUNT; RESUBMIT*

**KANE COUNTY  
OFFER TO CONTRACT FORM  
For  
BID 49-011 FOOD PROVIDER**

**Bid Due Date & Time:** WEDNESDAY, NOVEMBER 30, 2011, AT 4 P.M.

To: County of Kane (Purchasing Department)  
Kane County Government Center, Bldg. A.  
719 S. Batavia Ave.  
Geneva, IL 60134

The following offer is hereby made to the County of Kane, Illinois, hereafter called the Owner.

Submitted By:

Interstate Brands Sales Corp.

- I. The undersigned Vendor proposes and agrees, after having examined the specifications, quantities and other contract documents, to irrevocably offer to furnish the materials, equipment and services in compliance with all terms, conditions, specifications and amendments contained in the bid solicitation documents. The items in this Invitation to Bid, including, but not limited to, all required certificates, are fully incorporated herein as a material and necessary part of the contract.
  - A. The Vendor shall also include with his bid any necessary literature, samples, etc., as required within the Invitation to Bid, Instruction to Bidders and specifications.
    1. The Vendor has examined the Contractor Disclosure section of the Instruction to Bidders, and has included or provided a certified document listing all cumulative campaign contributions made within the past twelve months, to any current or county-wide elected officer, and ownership interest in entity greater than five percent.
  - B. For purposes of this offer, the terms Offerer, Bidder, Contractor, and Vendor are used interchangeably.
- II. In submitting this Offer, the Vendor acknowledges:
  - A. All bid documents have been examined: Instructions to Bidder, Scope of Work, including the Specifications, Exhibit A, and the following addenda:  
No. \_\_\_\_\_, No. \_\_\_\_\_, No. \_\_\_\_\_, (Contractor to acknowledge addenda here)
  - B. The site and locality has been examined where the Work is to be performed, the legal requirements (federal, state and local laws, ordinances, rules and regulations) and the conditions affecting cost, progress or performance of the Work and has made such independent investigations, as Contractor deems necessary.
  - C. To be prepared to execute a contract with the Owner within ten (10) calendar days after acceptance of the bid by the Owner.

By signing this Bid, the Offeror 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. The awarding of any contract resulting from this Bid will be based upon the funding available to Kane County, which may award all or part of this project. The terms of the Bid and the response shall be incorporated by this reference as though fully set forth into the Contract not withstanding any language in the contract to the contrary. In the event of any conflict between the terms of the Contract and the terms of the Bid and the response, the terms of the Bid and the response shall govern. Every element or item of the Bid and the response shall be deemed a material and severable item or element of the contract. This contract shall be for a period of one (1) year with option to extend for two (2) additional one year renewal periods, if mutually agreed upon by both parties. **THIS SECTION MUST BE SIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE COMPANY OR ENTITY RESPONDING TO THE BID AND THE RESPONSE.**

Signature Randy Vaulk Typed Signature RANDY VAULK  
Company Interstate Brands Sales Corp.  
Address 7225 Santa Fe Drive, Hodgkins, IL 60525  
Phone # 708-813-7215 Fax # 708-813-7144  
Federal I.D./Social Security # 44- Date \_\_\_\_\_

**ACCEPTANCE**

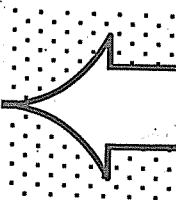
The Offer is hereby accepted for the following services:  
• Food Providers

The Vendor is bound to sell the materials and services listed by the attached contract and based upon the Invitation to Bid, including all terms, conditions, specification, amendments, and the Vendor's offer is accepted by the County of Kane.

This contract shall henceforth be referred to as Contract Number 49-011. The Vendor has been cautioned not to commence any billable work or to provide any materials or services until this Vendor receives a purchase order and or notice to proceed.

Karen McConaughay  
Karen McConaughay  
Chairman, County Board  
Kane County, Illinois

3-12-12  
Date



**Exhibit - A (Revised Pricing per approved Estimate Quantity)**

<b>BREADS</b>		<b>Unit of Measure</b>	<b>IBC/WONDER BREAD</b>		
			<b>Estimate Quantity</b>	<b>Unit Price</b>	<b>Extended Price</b>
XL French Hinged 6"	3.5oz 6/bag & 12/Pkg - 72 ct/Pkg	Package	50	8.28	\$ 414.000
4" Hamburger Bun	4" 96ct/bag	Package	260	12	\$ 3,120.000
2# White Loaf	2# Loaf - 12/Pkg	Package	515	18.00	\$ 9,270.000
Golden Hearth English Muffin	2oz 144/bag - 144ct/Pkg	Package	50	25.2	\$ 1,260.000
					<b>\$ 14,064.000</b>

**INSTRUCTIONS TO BIDDERS  
COUNTY OF KANE  
COMPETITIVE SELECTION PROCEDURE - BID  
TERMS AND CONDITIONS**

1. **AUTHORITY.** This Invitation for Bid is issued pursuant to applicable provisions of the Kane County Purchasing Ordinance.
2. **BID OPENING.** Sealed bids will be received at the Kane County Purchasing Department 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. Kane 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 type-written with all erasures, strike overs 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 Kane Purchasing Department. 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 Kane 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 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 one hundred twenty (120) days to accept as stated on page 14 under Bid Acceptance Period. 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 responsive responsible bidder meeting specifications. The County reserves the right to determine the lowest responsive 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 County of Kane requests all payments being made to vendors be done as direct deposits through an Automated Clearing House (ACH). All vendors being awarded a contract shall complete an authorization agreement form prior to award. The ACH form and information on this program can be located on the County's Web site under Vendor Information on the Finance Department page.
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.** Kane County is not subject to Federal Excise Tax. Per Illinois Revised Statutes, Chapter 120, Paragraph 441: Kane 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 referenced.
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. **VARIANCES.** State or list by reference on the reverse side of this form any variations to specifications, terms and/or conditions.
16. **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.

Contractor and/or Servicer's and/or Seller (as case may be), agrees to save, hold harmless, defend and indemnify the County of Kane and its Officers, Agents, and Employees, from any and all liability or loss incurred by the County of Kane resulting from Contractor's and/or Servicer's and/or Seller's noncompliance with any laws or regulations of any governmental authority having jurisdiction over Contractor's and/or Servicer's and /or Seller's performance of this contract and Contractor's and/or Seller's violation of any of the terms and conditions of this Agreement, and from the Contractor's and/or Servicer's and/or Seller's negligence arising from, in any manner and in any way connected with, the terms and conditions of this Agreement and arising from the Contractor's and/or Servicer's and/or Seller's performance thereunder.

17. **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.
18. **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.
19. **WARRANTY.** Seller warrants that all goods and services furnished hereunder will conform in all respects to the terms of the 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.

Contractor and/or Seller (as case may be) expressly warrants that all goods and services (real property and all structures thereon) will conform to the drawings, materials, performance and any other specifications, samples or other description furnished by the County, and will be fit and sufficient for the purpose intended, merchantable, of good material and workmanship. Contractor and/or Seller (as case may be) agrees that these warranties shall run to Kane County, its successor, assigns, customers and users of the products or services and that these warranties shall survive acceptance of the goods or performance of the services.

20. **REGULATORY COMPLIANCE.** Seller represents and warrants that the goods or services furnished hereunder (including all labels, packages and container for said good) 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 Sheet" in compliance with the Illinois Toxic Substances Disclosure to Employees Act.
21. **EQUAL EMPLOYMENT OPPORTUNITY.** (Res.No. 82-90, 6-10-80; Res. No. 81-79, 6-9-81; Res. No. 82-90, 6-8-82; 05-303, 09-23-05) State law references--Fair Employment Practices Act, Ill. Rev.Stat. Ch. 48, Sec.851 et seq.; requirements for public contracts, Ill. Rev. Stat. Ch. 48, Sec. 854.

The equal employment opportunity clause required by the Illinois Fair Employment Practices Commission is hereby incorporated by reference in all contract made by the county of and in all bid specifications therefore furnished by the county to all bidders, contractors and subcontractors.

The County of Kane, State of Illinois, represents that it and the employing agencies responsible to it, conform to the following:



We do not discriminate against any employee or applicant for employment because of race, creed, color, age, disability, religion, sex, national origin/ancestry, sexual orientation, marital status, veteran status, political affiliation, or any other legally protected status. We will take whatever action is necessary to ensure that applicants and employees are treated appropriately regarding all terms and conditions of employment. We will post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

We will, in all solicitations or advertisements for employees placed by or on behalf of the employing agencies, state that all qualified applicants will receive consideration for employment without regard to race, creed, age, disability, religion, sex, national origin/ancestry, sexual orientation, marital status, veteran status, political affiliation, or any other legally protected status. (Res.No. 82-90, 6-10-80; Res. No. 81-79, 6-9-81; Res. No. 82-90, 6-8-82; 05-303, 09-23-05) State law references--Fair Employment Practices Act, Ill. Rev.Stat. Ch. 48, Sec.851 et seq.; requirements for public contracts, Ill. Rev. Stat. Ch. 48, Sec. 854.

22. **ROYALTIES AND PATENTS.** Seller shall pay all royalties and license fees. Seller shall defend all suits or claims for infringement of any patent or trademark rights and shall hold the County harmless from loss on account thereof.
23. **LAW GOVERNING.** This contract shall be governed by and construed according to the laws of the State of Illinois.
24. **ELIGIBILITY.** By signing this bid, the bidder hereby certifies that they are not barred from bidding on this contract as a result of a violation of Article 33E, Public Contracts of the Illinois Criminal Code of 1961, as amended (Illinois Compiled Statutes, 720 ILCS 5/33E-1).
25. **CERTIFICATE OF INSURANCE REQUIRED BY KANE COUNTY**  
Contractor to furnish and deliver prior to commencement of work, a completed Certificate of Insurance satisfactory to the requirements of County of Kane containing:
- a) The Contractor and all Subcontractors shall provide a Certificate of Insurance naming the Owner (Kane County) as certificate holder and as additional insured. The certificate shall contain a 30-day notification provision to the owner (Kane County) prior to cancellation or modification of the policy.
  - b) Commercial General Liability insurance including Products/Completed Operations, Owners and Contractor Protective Liability and Broad Form Contractual Liability. The exclusion pertaining to Explosion, Collapse and Underground Property Damage hazards eliminated. The limit of liability shall not be less than the following:

General Aggregate	\$2,000,000
Products and Completed Operations	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000
Or - Combined Single Limit	\$1,000,000

- i) Products and Completed Operation coverage is to remain in force for a period of two years after the completion of project.

- c) Business Automotive Liability Insurance including owned, hired and non-owned automobiles, and/or trailer and other equipment required to be licensed, with limits of not less than the following:

Each Person for Bodily Injury	\$1,000,000
Each Occurrence for Bodily Injury	\$1,000,000
Each Occurrence for Property Damage	\$1,000,000
Or - Combined Single Limit	\$1,000,000

- d) Statutory Worker's Compensation insurance shall be in accordance with the provisions of the laws of the State of Illinois, including Occupational Disease Act provisions, for employees at the site of the project, and in case work is sublet, the Contractor shall require each Subcontractor similarly to provide this insurance. In case employees are engaged in work under this contract and are not protected under the Workers Compensation and Occupational Disease Act, the Contractor shall provide, and shall cause Subcontractor to provide, adequate and suitable insurance for the protection of employees not otherwise provided.
- e) Umbrella Liability:

Aggregate Limits	\$2,000,000
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***Vendor to furnish a copy of the Endorsement showing Kane County, as an additional named insured on the General Liability, Auto, and Excess policies.***

The Contractor shall cease operations on the project if the insurance is cancelled or reduced below the required amount of coverage.

27. **CONTRACTOR DISCLOSURE**

- A. Prior to award, every contractor or vendor who is seeking or who has obtained contracts or change orders to contracts or two (2) or more individual contracts with Kane County resulting in an amount greater than Fifteen Thousand Dollars (\$15,000) shall disclose to the Kane County Purchasing Department, in writing all cumulative campaign contributions, (which includes multiple candidates) made within the previous twelve (12) months of awarding of the contract made by that contractor, union, or vendor to any current officer or countywide elected officer whose office the contract to be awarded will benefit. Disclosure shall be updated annually during the term of a multi-year contract and prior to any change order or renewal requiring Board level approval. For purposes of this disclosure requirement, "contractor or vendor" shall include owners, officers, managers, insurance brokers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors corporations, partnerships, associations, business trusts, estates, trustees, and/or beneficiaries under the control of the contracting person, and political action committees to which the contracting person has made contributions.
- B. All contractors and vendors who have obtained or are seeking contracts with Kane County must disclose the following information which shall be certified and attached to the application or document. Penalties for knowingly violating disclosure requirements will potentially result in immediate cancellation of the contract, and possible disbarment from future County contracts:
- (a) Name, address and percentage of ownership interest of each individual or entity having a legal or a beneficial interest of more than five percent (5%) in the applicant. Any entity required by law to file a statement providing substantially the information required by this paragraph with any other government agency may file a duplicate of such statement;

- (b) Names and contact information of their lobbyists, agents and representatives and all individuals who are or will be having contact with County employees or officials in relation to the contract or bid. This information disclosure must be updated when any changes to the information occurs.
  - (c) Whenever any interest required to be disclosed in paragraph (a) above is held by an agent or agents, or a nominee or nominees, the principals for whom such agents or nominees hold such interest shall also be disclosed. The application of a spouse or any other party, if constructively controlled by another person, or legal entity as set forth above, shall state the name and address and percentage of beneficial interest of such person or entity possessing such constructive control and the relationship under which such control is being or may be exercised. Whenever a stock or beneficial interest is held by a corporation or other legal entity, such shareholder or beneficiary shall also make disclosure as required by paragraph (a) above.
  - (d) A statement under oath that the applicant has withheld no disclosures as to economic interests in the undertaking nor reserved any information, data or plan as to the intended use or purpose for which it seeks County Board or other county agency action.
- C. All disclosures and information shall be current as of the date upon which the application is presented and shall be maintained current until such time as Kane County shall take action on the application. Furthermore, this information shall be maintained in a database by the Purchasing Department, and made available for public viewing.
- D. Notwithstanding any of the above provisions, the County Purchasing Department with respect to contracts awarded may require any such additional information from any applicant which is reasonably intended to achieve full disclosure relevant to the application for action by the County Board or any other County agency.
- E. Any failure to comply with the provisions of this section shall render any ordinance, ordinance amendment, County Board approval or other County action in behalf of the applicant failing to comply voidable at the option of the County Board or other County agency involved upon the recommendation of the County Board Chairman or the majority of the County Board.

**INSTRUCTIONS TO BIDDERS  
For  
FOOD PROVIDER**

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**OVERVIEW:**

The County of Kane is seeking a purchase contract from qualified, authorized, and experienced food provider for the Kane County Juvenile Justice Center.

**PRICES SHALL INCLUDE INSIDE WEEKLY DELIVERY F.O.B. DESTINATION, TO THE KANE COUNTY JUVENILE JUSTICE CENTER.**

Kane County Juvenile Justice Center  
37W655 Route 38  
St. Charles, Illinois 60175

The Contract term shall be for one (1) year starting February 1, 2012 through January 31, 2013 with two (2) one (1) year options to extend. In no event shall the contract terms plus renewals or extension exceed three (3) years.

**ALL QUESTIONS REGARDING THIS BID MUST BE FAXED OR EMAIL TO:**

Tim Keovongsak - (630) 208-5107  
[keovongsaktimothy@co.kane.il.us](mailto:keovongsaktimothy@co.kane.il.us)

Vendors are not to contact the Juvenile Justice Center regarding this bid unless instructed by the Kane County Purchasing Department.

Bid response and all costs of food items must be submitted on attach Exhibit A – Pricing Matrix and submit it along with the Offer to Contract Form, or the bid will be deemed as non-compliant. Unit of measured such as weight, sizes, packages, counts, and etc., shall be completely filled in.

Bulk foods, bread and dairy products, and supplies such as "house brand" or "approved equal" meeting FDA standard will be accepted. Vendor is encouraged to provide alternate or comparable food items of other name brand or manufacture as those listed in Exhibit A, for cost saving.

**APPROVED EQUAL:**

If and wherever in the specifications reference is made to a brand name, catalog number, or use a specific description as refer thereto, and etc., it is only for the purpose of establishing a grade, quality. Since Kane County does not wish to rule out other brands, the phrase "or approved equal" is added unless indicated as "**NO SUBSTITUTION**". An "approved equal" is identical, equivalent, or superior in grade or quality with these specifications that may be offered. Kane County will be the sole judge as to acceptability of an "**Approved Equal**".

## GENERAL SPECIFICATIONS

1. You may quote on any item in the Bid that you choose. If you do not quote on an item that means you do not carry that item or you can not supply that item.
2. The quantities shown are estimated needs based in part upon previous year's purchases and projection of year 2012 needs. If quantity is blank this indicates that the item is needed, but estimated quantity is not yet available.
3. Vendors shall demonstrate the capacity to provide services in accordance with these specifications, and successfully servicing a similar business (in size, type and location) for a minimum of three years. Kane County reserves the right to inspect facilities to determine if this criterion is met.
4. The selected vendor(s) must give Kane County information from the manufacturer that any substituted products that have been quoted on are in compliance with our specifications. **No-charge samples of any or all products must be delivered by the selected vendor(s) to Kane County on request. Failure to submit the requested samples shall be considered non-responsive and rejected.**
5. Samples will be evaluated to determine compliance with all major characteristics of the bid specification. Failure of samples to conform to all such characteristics will require rejection of that item.
6. Vendors shall make Kane County aware of any programs (e.g. manufacturer incentives, rebates, etc.) that can offer to the County for additional savings. Indicates weekly, monthly, and quarterly markets price items and shall notify of any anticipation of price changes.
7. Vendors shall be required to maintain, or have available an inventory sufficient to deliver requested items.
8. All products shall be properly packed, wrapped, moisture-proof, and treated to preserve freshness. Packaging and wrapping shall meet all Federal, State, and Local requirements.
9. Vendors shall provide adequate delivery/sales tickets and other documentation at the time of delivery as required. All delivery/sales tickets must be signed by an authorized receiving person.
10. Goods ordered or delivered in error, (Vendor's or County's) are to be credited 100% upon their return within a specified time frame.
11. All damaged goods received by Kane County are to be credited 100% upon their return and a credit memo must be issued upon pick up.
12. A qualified Account Representative shall be assigned to the Kane County to assist in ordering, handling service problems and providing timely information upon request.

**QUALITY:**

Vendor shall provide high quality products:

- Canned and frozen fruits and vegetables must be U.S. Grade B or better.
- Fresh fruits and vegetables must be U.S. No. 1 or better.
- Meat must be USDA choice; whole poultry must be USDA Grade A; processed poultry such as diced chicken or ground turkey may be USDA Grade B. Fish must be fresh or frozen.
- Fresh egg and dairy products must be U.S. Grade A.

**PRICING:**

- A. Vendor shall indicate their cost (less any invoice allowances, discounts and promotions provided to the County), plus the percentage of markup on all items listed (including freight) on attach Exhibit A – pricing matrix (pages 1 – 17), which will be the County's unit cost per item.
- B. The unit price items shall include inside delivery, F.O.B. destination, to the County, and will include all handling, packaging and other incidental charges.
- C. Pricing shall be for quantities listed. If the Offeror's packaging quantities or unit of measure differ from those listed, it shall be the Offeror's responsibility to convert their pricing to reflect those packaging quantities, and unit of measured requested on the County's listing. Vendors shall respond using only County's Offer to Contract Form and Exhibit A for pricing. This is a mandatory submittal.

**PAYMENT:**

Vendor shall established and maintain adequate records of their costs and documentation to support pricing incurred, per requested items under this bid.

Vendors shall provide their cost information (invoices) to support County's invoice upon request of the County.

The County reserves the right to request all pertinent records, Vendor supplier's cost, and documentation relating to the verification of invoice per items requested, before County's approval of payment.

**RIGHT TO AUDIT:**

The Awarded Vendor shall make available and retain all records and cost information related to this contract for a period of three years beyond the last invoice.

Kane County reserves the right to audit the Vendors costs for the enumerated items listed in Exhibit A, pages 1-17. The awarded Vendor shall be prepared to provide cost information to support invoices upon a 15-day request from the County, and cooperate in the conduct of the audit which will facilitate in a timely completion. The awarded Vendor shall be liable for any and all inaccuracies invoiced to the County. The findings of the audit will be communicated to the Vendor by the County.

If needed the County may use an independent third party agency to perform and bear the cost of the audit.

**OBJECTIVES OF BID:**

- A. To result in a contract between the successful bidder and Kane County that will meet the following objectives:
1. To deliver high quality food that is FDA approved.
  2. To deliver food in a timely manner. Delivery of food items shall be made no later than the second day following receipt of the order, provided that the order is made prior to 12 noon.  
(Example: Food order is phoned or faxed in before noon on Tuesday, delivery is to be made before 3:30 p.m. on Thursday).
  3. To operate the food order / delivery program in a cost effective manner with full reporting to Kane County.
  4. To operate the food order / delivery program in a manner with respect to the inmates' right to basic health and nutritional standards.
  5. To implement a food order / delivery program with clear objectives, policies, procedures and annual evaluation of compliance.
  6. To maintain an open collaborative relationship with the administration and staff of Kane County and other County offices.
  7. Provide safe, sanitary, and secure food delivery to the Juvenile Justice Center.
  8. Vendor shall warrants that the products provided will meet or exceed the quality standard in this specifications.
  9. Cost saving is the essence of this contract.

All pricing exceptions shall be included on the Offer to Contract Form or referenced in the Additional Information/Comments section in order for it to be considered.

**Response Keys:** CT – count. BG – bag. CSE – case. PK – pack. PKG – package.  
EA – each.

**CONTRACT**

**1. Contract Terms:**

This is a one (1) year contract with option to extend for two (2) additional one year renewal periods, if mutually agreed upon by both parties. This contract is contingent on the appropriation of sufficient funds. Kane County reserves the right to renegotiate the scope of work to meet its budgetary demands. Contractor shall reference to Statement of Work, for contract commencement date.

**2. Illinois Non-Appropriation Clause:**

A forfeit clause is provided pursuant to the Illinois Non-Appropriation Clause of funds for government entities that if funds or budgets are not approved, service may be cancelled. No early cancellation penalties will be assessed, but the customer must be given a 30 day notice of intent to cancel.

**3. Termination for Clause:**

This Contract may be terminated by the County at any time upon thirty (30) days written notice, or by either party in the event of substantial failure to perform in accordance with the terms hereof by the other party through no fault of the terminating party. This Contract is also subject to termination by either party if either party is restrained by state or federal law of a court of competent jurisdiction from performing the provisions of this Agreement. Upon such termination, the liabilities of the parties to this Contract shall cease, but they shall not be relieved of the duty to perform their obligations up to the date of termination. Mailing of such notice, as and when above provided, shall be equivalent to personal notice and shall be deemed to have been given at the time of mailing.

If this Contract is terminated due to the County's substantial failure to perform, the Contractor shall be paid for labor and expenses incurred to date, subject to set off for any damages, losses or claims against the County resulting from or relating to Contractor's performance or failure to perform under this agreement.

In the event of termination by the County upon notice and without cause, upon completion of any phase of the Basic Services, fees due the Contractor for services rendered through such phase shall constitute total payment for services.

In the event of such termination by the County during any phase of the Basic Services, the Contractor will be paid for services rendered during the phase on the basis of the proportion of work completed on the phase as of the date of termination to the total work required for that phase. In the event of any such termination, the Contractor also will be reimbursed for the charges of independent professional associates and contractors employed by the Contractor to render Basic Services, and paid for all unpaid Additional Services and Reimbursable Expenses not in dispute.

Reimbursable expenses mean the actual expenses incurred by the Contractor or the Contractor's independent professional associates or contractors, directly or indirectly in connection with the Project.



H. **Response Instructions**

Vendor shall reference attach Exhibit A – Pricing Matrix (pages 1-17) to response and submit it along with the Offer to Contract Form (pages 1-2).

An original, marked as "original" bid (with submittal requirements) and two complete copies (of the Offer to Contract Form and Exhibit A) shall be returned in a sealed package bearing the name and address of the respondent and be labeled "49-011 Food Provider" Your Bid may be mailed or hand delivered to:

Purchasing Department  
County of Kane  
719 South Batavia Avenue. Building (A)  
Geneva, IL 60134

ALL QUESTIONS PERTAINING TO THIS BID AND/OR THE SCOPE OF SERVICES SHOULD BE DIRECTED TO THE PURCHASING OFFICE AS LISTED ON THE COVER SHEET. QUESTIONS SHALL BE RECEIVED VIA FAX OR E-MAIL NO LATER THAN 12:00 P.M., FRIDAY, NOVEMBER 18, 2011. BIDS MAY NOT BE SUBMITTED ELECTRONICALLY.

FAX TO (630) 208-5107



E-MAIL:

[KEOVONGSAKTIMOTHY@CO.KANE.IL.US](mailto:KEOVONGSAKTIMOTHY@CO.KANE.IL.US)

**REQUIRED CONTACT INFORMATION**

Vendor shall provide following contacts information.

Customer Service/General Information: Ph: 708-813-7215

To place an order: Name: Bob Huber

Ph: <sup>office</sup> 847-695-1871 Fax: 847-695-9082  
Cell: 331-643-9040

Email: bob.huber@hostessbrands.com

Billing & Invoicing question:

Name: Vanetta Henderson

Ph: 708-813-7190

Email: vanetta.henderson@hostessbrands.com

County Account Representative/Supervisor

Name: Vanetta Henderson - Acct. Supervisor

Ph: 708-813-7190

Fax: 708-482-9530

Email: vanetta.henderson@hostessbrands.com