

**COUNTY OF McHENRY
McHENRY COUNTY ADMINISTRATION BUILDING
PURCHASING DEPARTMENT - ROOM 200
2200 N. SEMINARY AVENUE
WOODSTOCK, IL 60098**

Sealed bids will be accepted in the above office until

March 28, 2013 at 2:00 P.M.(CST)

**For
BID #13-23**

***Provide Dairy and Egg Products to the
Valley Hi Nursing Facility for the County
of McHenry***

CONTACT PERSON - DONALD A. GRAY
DIRECTOR OF PURCHASING
MCHENRY COUNTY ADMINISTRATION BUILDING
2200 N. SEMINARY AVENUE-- ROOM 200
WOODSTOCK, IL 60098
Phone - (815) 334-4818
Fax - (815) 334-4680

COMPANY

DATE

CONTACT PERSON

ADDRESS

E-MAIL ADDRESS

CITY, STATE AND ZIP

TELEPHONE NO

FAX NO.

FEIN, or Social Security NUMBER

The attention of bidders is directed to the McHenry County Purchasing Ordinance, approved December 1, 2006. This Ordinance is incorporated by reference into this bid as if it were contained herein. If you have not received a copy of the above Ordinance and desire a copy, please contact the office of the Director of Purchasing.

SCOPE OF WORK

Provide Dairy and Egg products to the Valley Hi Nursing Home Facility, located at 2406 Hartland Rd Woodstock, IL 60098. The terms of the bid are Phase I—May 1, 2013 through November 30, 2013; Phase 2-- December 1, 2013 through November 30, 2014, subject to continuing need and availability of funds. Bid as per specifications contained herein.

SCHEDULE OF EVENTS

February 14, 2013-----	Bid Available
March 1, 2013-----	Vendors Questions Submitted via fax to 815-334-4680 by 4:00 P.M.(CST)
March 8, 2013-----	Vendors Questions Answered via fax and Posted on Website by 4:00 P.M.(CST)
March 28, 2013-----	Bid due in Purchasing at 2:00 P.M.(CST)

DELIVER BID SUBMITTAL TO:

MAIL:

PURCHASING DEPARTMENT
2200 NORTH SEMINARY AVE #200
WOODSTOCK IL 60098

IN PERSON:

PURCHASING DEPARTMENT
ADMINISTRATION BUILDING FOR MCHENRY COUNTY
667 WARE ROAD #200
WOODSTOCK IL 60098

PAYMENT

Payment will be processed after receipt of delivery invoice and appropriate affidavit.

NON-DISCRIMINATION

Contractor 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), 775 ILCS 5/1-102, which is incorporated herein by reference, and constituting of a written EEO Policy and a workforce profile that demonstrates its EEO practices. Furthermore, the Contractor shall comply the Public Works Employment Discrimination Act, 775 ILCS 10/0.01 et seq., as amended. The Contractor must have a written sexual harassment policy, which meets Illinois State Statutes, 775 ILCS, 15/3.

PREVAILING WAGE

The State of Illinois requires that all wages paid by the Contractor and each subcontractor shall be in compliance with The Prevailing Wage Act (820 ILCS 130), as amended. This requires payment of the general prevailing rate for each craft or type of worker, including

payment of the general prevailing rate for legal holiday and overtime work. The Illinois Department of Labor publishes the prevailing wage rates on its website at www.state.il.us/agency/idol/rates.htm. The Contractor shall review the wage rates applicable to the work of the contract at regular intervals in order to ensure the timely payment of current wage rates. The Contractor agrees that no additional notice is required. The Contractor shall be responsible to notify each subcontractor of the wage rates set forth in this contract and any revisions thereto. A copy of the prevailing wage rates is posted on the McHenry County website at www.co.mchenry.il.us under BIDS and RFP's. If wage rates change during the course of the project, the new rates will be available in the County of McHenry Purchasing Office. Vendors may access the Illinois Department of Labor website for updates www.state.il.us/agency/idol.

CERTIFIED PAYROLL REQUIREMENTS (Public Act 94-0515)

Effective August 10, 2005 contractors and subcontractors on public works projects must submit certified payroll records on a monthly basis to the public body in charge of the construction project, along with a statement affirming that such records are true and accurate, that the wages paid to each worker are not less than the required prevailing rate and that the contractor is aware that filing records he or she knows to be false is a Class B misdemeanor.

The certified payroll records must include for every worker employed on the public works project the name, address, telephone number, social security number, job classification, hourly wages paid in each pay period, number of hours worked each day, and starting and ending time of work each day. These certified payroll records are considered public records and public bodies must make these records available to the public under the Freedom of Information Act, with the exception of the employee's address, telephone number and social security number. Any contractor who fails to submit a certified payroll or knowingly files a false certified payroll is guilty of a Class B misdemeanor.

INCREASED PENALTIES FOR PREVAILING WAGE VIOLATIONS (Public Act 94-0488)

Effective January 1, 2006, penalties for violations of the Prevailing Wage Act will increase from 20% to 50% of the underpaid amounts for second or subsequent violations. An additional penalty of 5% of the underpayment penalty must be paid to workers for each month the wages remain unpaid (up from the current 2% penalty).

For violations that occur after January 1, 2006, the debarment period --during which contractors are ineligible for public works contracts --increases from 2 years to 4 years if two notices of violation are issued/serious violations occur within a 5-year period. In addition, a new monetary penalty of \$5,000 may be assessed against contractors who retaliate against employees who report violations or file complaints under the Prevailing Wage Act.

OSHA REQUIREMENTS

The Occupational Safety and Health Act of 1970 (OSHA) "guarantees workers the right to a safe and healthful workplace". Under Section 5(a) (1) of the OSHA Act, the employer must "furnish to each of his employees' employment and a place of employment which are free from recognized hazards that are causing or likely to cause death or serious physical harm to his employees."

There are times when the County must hire entities and individuals (contractors) to perform services. To this end, contractors hired by the County of McHenry must perform their duties in a manner that is compliant with all state and federal health and safety laws and industry guidelines. It is the responsibility of the contractor to ensure that their personnel and subcontractors comply with all state and federal health and safety laws and regulations and industry guidelines, including, but not limited to those set forth by: OSHA and related regulations, the Safety Inspection and Education Act, the Health and Safety Act, the National Institute of Occupational Safety and Health, the National Fire

Protection Association, the Centers for Disease Control, American Industrial Hygiene Association, the American Council of Governmental Industrial Hygienists, the Environmental Protection Agency, and the Department of Transportation.

SUBSTANCE ABUSE PREVENTION ON PUBLIC WORKS PROJECTS ACT

The successful bidder must be in compliance with State of Illinois HB-1855 (Public Act 095-0635), which amends the Prevailing Wage Act. Before an employer commences work on a public works project, the employer shall have in place a written program, which meets or exceeds the program requirements in this Act, to be filed with the public body engaged in the construction of the public works and made available to the general public, for the prevention of substance abuse among its employees. The testing must be performed by a laboratory that is certified for Federal Workplace Drug Testing Programs by the Substance Abuse and Mental Health Service Administration of the U.S. Department of Health and Human Services.

PROCUREMENT OF GREEN PRODUCTS AND TECHNOLOGIES

As approved by the McHenry County Board in April 2008, it is in the interest of public health, safety and welfare and the conservation of energy and natural resources to use and promote environmentally responsible products. The County should strive to influence private purchases through the example of using government specifications and standards that are green or environmentally friendly when making its purchases.

Whenever available and cost-justified, the County should purchase those materials including the purchase of recycled products containing post-consumer materials rather than residual materials resulting from the processing or manufacturing from another product. To the extent practicable, all products standards shall emphasize functional or performance criteria, which do not discriminate against the use of, recycled materials.

McHenry County should cooperate to the greatest extent feasible with other governments and organizations to develop a comprehensive, consistent, and effective procurement effort intended to stimulate the market for recycled products, reusable products, products designed to be recycled, and other environmentally responsible products.

McHenry County shall continue to participate in and shall encourage other public jurisdictions to participate with the County in the purchase of products containing recycled content. Participation in such cooperative systems shall be aimed at obtaining maximum practical recycled content in County purchases, to obtain best available price for products with recycled content, to facilitate or encourage lower prices industry-wide and to encourage development of industries and markets dealing with recycled content products.

PROCUREMENT OF PRODUCTS THAT ARE ENERGY STAR QUALIFIED

McHenry County shall select, where life cycle and cost-effective, ENERGY STAR and other energy efficient products, when acquiring energy-using products. This information will be required by the bidder in their bid submittal.

SECURITY

The contractor represents and warrants to the County of McHenry that neither it nor any of its principals, shareholders, members, partners or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. The Contractor further represents and warrants to the County of McHenry that the Contractor and its principals, shareholders, members, partners, or affiliates, as applicable, are not directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as Specially Designated National and Blocked Person. The Contractor hereby agrees to defend, indemnify and hold harmless

the County of McHenry, the Corporate Authorities, and all County of McHenry elected or appointed officials, officers, employees, agents, representatives, engineers and attorneys, from and against any and all claims, damages, losses, risks, liabilities, and expenses (including reasonable attorneys' fees and costs) arising from or related to any breach of the foregoing representation and warranties.

PURCHASE EXTENSION

This contract shall be offered for purchases to be made by other counties and governmental units within the State of Illinois as authorized by the Government Joint Purchasing Act. All purchases and payments made under this authority shall be made directly by the governmental unit to the Vendor. The County of McHenry shall not be responsible in any way for such purchase orders or payments. All terms and conditions of this contract shall apply to all orders placed by another governmental unit.

ADDENDUM

Should the Vendor require any additional information about this Bid, please fax to Purchasing (815-334-4680) any questions by the deadline as outlined in the schedule of events. 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. If required, all addenda will be faxed to bidder if a Notice of Intent to Bid has been completed and faxed to the Purchasing Office. In addition, all addenda are posted on the County of McHenry's website. Failure of the 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 by a bidder to improperly submit a bid.

Response to these questions will be made by means of an addendum. Only the Director of Purchasing has the authority to issue an addendum.

Addenda are written instruments issued by the County prior to the date for receipt of proposals, which modify or interpret the Bid by addition, deletions, clarifications or corrections.

Prior to the receipt of bids, addenda will be faxed or delivered to all who are known to have received a Notice to Bid. Each vendor shall ascertain prior to submitting a bid that all addenda issued have been received and, by submission of a bid, such act shall be taken to mean that such vendor has received all addenda and that the vendor is familiar with the terms thereof and understands fully the contents of the addenda.

TAXES

The County of McHenry is exempt from paying Illinois Use Tax, Illinois Retailers Occupation Tax, and Federal Excise Tax. The bidder's attention is directed to the McHenry County Purchasing Ordinance {S3-10, (9), (10), and (11)}.

INSURANCE

(1) GENERAL

The successful bidder shall maintain for the duration of the contract and any extensions thereof, at bidder's expense, insurance that includes "Occurrence" basis wording and is issued by a company or companies qualified to do business in the State of Illinois that are acceptable to the County, which generally requires that the company(ies) be assigned a Best's Rating of A or higher with a Best's financial size category of Class XIV or higher, in the following types and amounts:

- (a) Commercial General Liability in a broad form, to include, but not limited to, coverage for the following where exposure exists: Bodily Injury and Property

Damage, Premises/Operations, Independent contractors, Products/Completed Operations, Personal Injury and Contractual Liability; limits of liability not less than:

\$500,000 per occurrence and \$1,000,000 in the aggregate;

- (b) Business Auto Liability to include, but not be limited to, coverage for the following where exposure exists: Owned Vehicles, Hired and Non-Owned Vehicles and Employee Non-Ownership; limits of liability not less than:

\$300,000 per occurrence, combined single limit for:
Bodily Injury Liability and Property Damage Liability;

- (c) Workers' Compensation Insurance to cover all employees and meet statutory limits in compliance with applicable state and federal laws. The coverage must also include Employer's Liability with minimum limits of \$100,000 for each incident.

(2) EVIDENCE OF INSURANCE

The successful bidder agrees that with respect to the above required insurance that:

- (a) The County of McHenry shall be provided with Certificates of Insurance evidencing the above required insurance, prior to commencement of the contract and thereafter with certificates evidencing renewals or replacements of said policies of insurance at least fifteen (15) days prior to the expiration or cancellation of any such policies;
- (b) The contractual liability arising out of the contract shall be acknowledged on the Certificate of Insurance by the insurance company;
- (c) The County of McHenry shall be provided with thirty (30) days prior notice, in writing, of Notice of Cancellation or material change and said notification requirement shall be stated on the Certificate of Insurance;
- (d) Subcontractors, if any, comply with the same insurance requirements. In addition to being named as an additional insured on the Certificate of Insurance, each liability policy shall contain an endorsement naming the County of McHenry as an additional insured. A copy of the endorsement shall be provided to McHenry County along with the Certificate of Insurance; and,
- (e) have McHenry County named as an additional insured and the address for certificate holder must read exactly as:

County of McHenry, **a body politic**
2200 N. Seminary Avenue
Woodstock, IL 60098

(f) Insurance Notices and Certificates of Insurance shall be provided to:

McHenry County, Purchasing Department
2200 N. Seminary Avenue, Room 200
Woodstock, Illinois 60098

HOLD HARMLESS CLAUSE

The successful bidder will agree to indemnify, save harmless and defend the County of McHenry, its agents, servants, and 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 contract upon award. The foregoing indemnity shall apply except if such injury, death or damage is caused directly by the willful and wanton conduct of the County of McHenry, its agents, servants, or employees or any other person indemnified hereunder.

BID RESPONSE

It is highly recommended that the vendor completely read the bid prior to filling out to become acquainted with terms and conditions of the bid document and merchandise requirements. No relief will be allowed from the bid conditions unless you take written exception to that condition on your bid. **BIDS MUST BE SUBMITTED IN DUPLICATE FORM, (One Original, and One Copy). BIDS ARE DUE BACK BY 2:00 P.M. (CST) ON MARCH 28, 2013.**

Bidders are urged to respond to this bid request in every case to insure being maintained on current bid lists. Explanations of the reasons for not bidding will assist in maintaining the bidder on the correct bid list(s).

SUBMITTAL

Submit one (1) bid, multiple bids will not be accepted.

GENERAL CONDITIONS

This bid shall be firm for at least 120 days after the latest time specified for submission for bids and thereafter until written notice is received from the bidder.

AWARD OF ORDER

The County will award a purchase order to the lowest responsive, responsible bidder meeting the County's requirements as listed in this document. The County will be the sole judge of acceptability of any products offered.

WORKMANSHIP

Items shall be manufactured according to the highest traditions of the industry and shall meet all commercial standards of quality. The County shall be the sole judge of acceptable products. Unacceptable products will be rejected and suitable price adjustments made.

MISCELLANEOUS

It is the bidder's task to be familiar with the referenced items and to offer only products of equal or greater quality. Any questions on specifications should be directed to the Purchasing Department.

EXCEPTIONS

The bid speaks for itself. Bidders taking exception to any terms, conditions or specifications of this bid must clearly state in writing such exception(s) either on or with their bid. The County will be the sole judge of the acceptability of any exception noted, and is not bound to consider any bid submitted with exceptions.

ALTERNATES

Trade names are used solely for the purpose of setting minimum standards of quality and performance and are not to be construed as exclusionary. Bidders are encouraged to contact the Purchasing Department prior to the bid opening for the purpose of clarifying specifications.

FULL PRICING AND CONTINGENCIES

The County shall hold the successful bidder to bid pricing. Additional charges for contingencies discovered by the vendor at any time after the date of opening of this bid will not be considered for payment by the County.

RECOURSE FOR UNSATISFACTORY MATERIALS

Payment shall be contingent upon the County's inspection of and satisfaction with completed work. Any defective work or materials, non-conformance to bid specifications, damaged materials, or unsatisfactory installation shall be corrected to the County's satisfaction by the successful bidder at no additional charge.

TERMINATION

Failure to comply with the terms and conditions as herein stated shall be cause for cancellation of the contract. The County will give written notice of unsatisfactory performance and the contractor will be allowed thirty (30) days to take corrective action and accomplish satisfactory control. If at the end of the thirty days, the County deems the contractor's performance still unsatisfactory, the contract shall be canceled. The exercise of its right of cancellations shall not limit the County's right to seek any other remedies allowed by law.

The successful bidder will agree that the resulting contract is made subject to available budgetary appropriations and shall not create any obligation on behalf of the County in excess of such appropriations. In the event that no funds or insufficient funds are appropriated and budgeted, this Contract shall terminate without penalty or expense to the County thirty (30) days after written notification of termination from the County.

The successful bidder will agree that pursuant to requirements imposed under Illinois law, the County shall have 120 days after each election of county board members to terminate this Agreement, without cause and without penalty.

CHOICE OF LAW AND VENUE

The bidder agrees that this bid has been executed and delivered in Illinois and that their relationship and any and all disputes, controversies or claims arising under this bid or any resulting contract shall be governed by the laws of the State of Illinois, without regard to conflicts of laws principles. The bidder further agrees that the exclusive venue for all such disputes shall be the Circuit Court of the 22nd Judicial Circuit of McHenry County, Illinois, and the bidder hereby consent to the personal jurisdiction thereof.

REJECTION OF BIDS, WAIVER OF IRREGULARITIES

McHenry County reserves the right to reject any or all bids, to waive irregularities, and to accept that bid which is considered to be in the best interest of the County. Any such decision shall be considered final.

PROTEST PROCEDURES

Any Bidder who believes contractual terms or specifications are unnecessarily restrictive or limit competition may submit a protest, in writing, to the Director of Purchasing. To be considered, the protest must be received by McHenry County five (5) days prior to the stated bid opening. Any adversely affected or aggrieved Bidder shall have ten (10) days from the date of the bid opening to file a written protest regarding the intent to award the bid. Protests submitted after that date will not

be accepted. Protests must specify the grounds upon which the protest is based (refer to appropriate statute, rule, code, or ordinance which defines the protest process).

BIDDER'S ATTACHMENT TO THE BID

Any attachment to this bid, as required by the bid conditions, or made at the bidder's option, must reference on their face the bid title, opening date, and time.

DELIVERY

Delivery will be considered in making the award and the bidders shall state, in the spaces provided, expected delivery after receipt of Purchase Order. Failure to meet said delivery promises without prior consent of the Director of Purchasing will be considered a breach of faith.

FREIGHT

Freight is all inclusive unless otherwise stated.

FUEL SURCHARGE

The County of McHenry does NOT accept any fuel surcharges.

CREDIT OR RETURNS

Credit will be given for all "Leakers".

The County retains the right to refuse or to ask for credit on soft or semi-soft cheeses bearing mold on the outer surface.

ESTIMATED QUANTITIES

The quantities estimated to be purchased are intended only as a useful guide, and do not imply an agreement on the part of McHenry County to buy any such quantity as a minimum or as a maximum.

McHenry County reserves the right to discontinue the purchase of various cream products, and to purchase in lieu thereof any and/or all vegetable fat fortified products, and retains the right to add other dairy items not mentioned in this bid should the need arise.

COOLER

Vendor is able to supply a cooler on the premises (min 33" x 63")

_____ Yes _____ No

Cost \$ _____

SECTION I - EGGS

SPECIFICATIONS

CONDITIONS:

Eggs must be delivered to Valley Hi Nursing Home within five (5) days after being laid.

Eggs must originate from one (not more than two) flocks from farmers where special attention is given to poultry.

Storage eggs or storage-packed eggs are not acceptable.

Eggs must meet all Federal and State laws.

Candling slip must contain name of grader and date of grading.

Substitution of eggs possessing higher qualities is permitted.

Shell eggs are not to be stored in an area with other food service products where they might absorb odors.

VENDOR SHALL ENCLOSE WITH HIS BID A COMPLETED SAMPLE GRADING CERTIFICATE.

STANDARDS

Eggs must be graded at least equal to "U.S. Grade A" under the regulations for "Origin Grading".

Appearance Broken Out:

Area covered - Moderate

Yolk - Round and upstanding

Thick White - Large amount, standing fairly well around yolk

Thin White - Small amount

Hard Cooked: Yolk just off center.

Fried: White somewhat spread out; yolk round, upstanding.

VENDOR SHALL HAVE FULL-TIME RESIDENT GRADER ASSIGNED TO THEIR PLANT WITHOUT EXCEPTION.

PACKING

Most eggs will be ordered by the standard 15 dozen cases.

If second-hand cases and packing materials are used, only those that are good and sound shall be utilized. No musty or moist fillers or packing materials shall be used.

Cases shall not be topped; the top layer shall be typical of the entire case, so that inspection of this layer will indicate the quality of the rest of the case.

The eggs shall always be packed with large ends up. The eggs shall not project above the fillers; long eggs shall be slightly tipped, if necessary, and exceptionally large eggs shall be placed in the corners.

When packing with cups flat, use either the special molded pad or two cup flats back to back, on both the bottom and the top of the case. Add as many extra flats to the top of each compartment in an egg case as necessary to take up any slack space between the top layer of eggs and the cover of the case.

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WEIGHTS

The supplier must stipulate weights of container, liners and other wrappings.

Weight of empty 15 dozen size case: _____ lb. _____ oz.
(fill in)

Weight of eggs is as follows:

Weight	Minimum net weight (pounds) of eggs per 15 dozen case	Minimum weight per dozen (ounces)
Large	_____ (Fill-in)	24

EGG SUBSTITUTES

Vendor also to bid an egg substitute similar to Egg Beaters. Egg substitutes to be packaged in 2 pound containers.

REPLACEMENT OF UNUSABLE EGGS

In the event that no more than six eggs in any one case are leakers; weak or watery white; contain blood clots and spots, enlarged or flattened yolk, or otherwise in poor condition - McHenry County agrees to keep the rest of the case. The Bidder agrees to replace all such unusable eggs by delivering replacements in the form of sound eggs of the grade and type ordered.

REFERENCE

Vendor shall state below the name of an account comparable in size to Valley Hi Nursing Home and the contact person.

Account Name _____

Address _____

Contact Person _____

Telephone # _____

THIS PAGE IS MANDATORY

SERVICING

Vendor shall answer all questions below. All questions must be completed in order for the bid to be considered valid.

1. Vendor (Egg Plant) has a full-time resident Grader:

_____ Yes _____ No

2. Vendor can deliver in an atmospherically controlled vehicle as designated under paragraph entitled DELIVERY:

_____ Yes _____ No

3. Vendor can deliver quantities as required without shortages:

_____ Yes _____ No

4. USDA EggPlant Number: _____

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BID ON SECTION I:

PHASE I—May 1, 2013 THROUGH NOVEMBER 30, 2013

FRESH EGGS - large white GRADE "A"

- Approx. annual usage - 5,196 doz. X \$ _____/doz. = _____

EGG SUBSTITUTES-similar to Egg Beaters

Approx. annual usage-144 two pound containers X \$ _____/ea = _____

\$ _____

TOTAL SECTION I

(Fill-in)

PHASE II—DECEMBER 1, 2013 THROUGH NOVEMBER 30, 2014

FRESH EGGS - large white GRADE "A"

- Approx. annual usage - 5,196 doz. X \$ _____/doz. = _____

EGG SUBSTITUTES-similar to Egg Beaters

Approx. annual usage-144 two pound containers X \$ _____/ea = _____

\$ _____

TOTAL SECTION I

(Fill-in)

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SECTION II - MILK PRODUCTS

SPECIFICATIONS

PRODUCT	MINIMUM BUTTERFAT
Milk	3.25
Low-Fat Milk	2.00%
Skim Milk	Less than .50%, but average .25%
Chocolate	1% (minimum)
Sour Cream	Real

QUALITY OF MILK - McHenry County will NOT accept Shelf-Stable products.

Milk shall be fresh, clean, cow's milk, free from objectionable odors and flavors, containing not less than 8.25% non-fat milk solids. It should contain no added water, preservatives, neutralizers or other foreign substances. Vitamin D must be added in accordance with good commercial practices. It should have a specific gravity at 60 degrees Fahrenheit of 1.028. At no time after pasteurization shall the temperature be permitted to rise above 38 degrees Fahrenheit. The pasteurized milk shall not have a bacteria count, which exceeds 30,000 per cc after pasteurization.

All milk shall be Grade "A", homogenized, and pasteurized.

All Federal, State and City regulations for fluid milk production and sale to the general public must be met.

Freshness shall be clearly indicated on the label of each product. All goods supplied shall be from top quality ingredients equal to or better in all respects than the products customarily sold to the Bidder's general trade and must meet Federal Government and State Standards. The Bidder's premises must be licensed according to applicable laws and regulations.

The Bidder shall unconditionally guarantee the freshness and wholesomeness of all milk for a period not less than five (5) days beyond day of delivery (not counting the day of delivery).

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BID ON SECTION II:

PHASE 1— May 1, 2013 THROUGH NOVEMBER 30, 2013

PRODUCT	SIZE	APPROX ANNUAL USAGE				
Milk - whole	1/2 pint	30,336 1/2pint	x	\$____/1/2	pint	=
						\$_____
Milk - 2%	1 gal	1,224 gal	x	\$____/gal		=
						\$_____
Milk - 2%	1/2 pint	36,828 1/2 pint	x	\$____/1/2	pint	=
						\$_____

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Milk - Skim	1/2 pint	13,788 1/2 pint	x	\$____/1/2	pint	=
						\$_____
Milk - Chocolate	1/2 pint	2,124 1/2 pint	x	\$____/1/2 pint	=	\$_____
Lactose (acidophilus)	1 quart	348 quart	x	\$____/quart	=	\$_____
Sour Cream (real)	5 lb.	130 lbs.	x	\$____/5 lb.	=	\$_____

TOTAL SECTION II \$_____

**BID ON SECTION II:
 PHASE II—DECEMBER 1, 2013 THROUGH NOVEMBER 30, 2014**

PRODUCT	SIZE	APPROX ANNUAL USAGE				
Milk - whole	1/2 pint	30,336 1/2pint	x	\$_____/1/2	pint	=
						\$_____
Milk - 2%	1 gal	1,224 gal	x	\$_____/gal		=
						\$_____
Milk - 2%	1/2 pint	36,828 1/2 pint	x	\$_____/1/2	pint	=
						\$_____
Milk - Skim	1/2 pint	13,788 1/2 pint	x	\$_____/1/2	pint	=
						\$_____
Milk - Chocolate	1/2 pint	2,124 1/2 pint	x	\$_____/1/2 pint	=	\$_____
Lactose (acidophilus)	1 quart	348 quart	x	\$_____/quart	=	\$_____
Sour Cream (real)	5 lb.	130 lbs.	x	\$_____/5 lb.	=	\$_____

TOTAL SECTION II \$_____

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SECTION III - COTTAGE CHEESE

QUALITY

The products shall be of good grade, equal to, or superior to State and Federal regulations. All applicable Federal, State, and Municipal regulations, ordinances and laws shall be adhered to relating to manufacturer, handling, storage, selling, and delivering the products.

MATERIALS

Pasteurized skim milk

Lactic acid starter

Pasteurized cream

pure table salt (NaCl)

COMPOSITION

The cottage cheese is to be made by the lactic acid process or direct set method.

The finished product shall contain less than maximum moisture content of 80 percent.

SMALL CURD, HIGH ACID, LACTIC ACID TYPE, OR DIRECT SET CREAMED (No Substitutes)

NOTE: List below the description of container proposed to be used

5 lb. Container

Type _____

Material _____

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BID ON SECTION III:

PHASE I— May 1, 2013 THROUGH NOVEMBER 30, 2013

5 lb. container - approx. annual usage - 372/ 5 lb. x \$ _____/5 lb. =
\$ _____

TOTAL SECTION III \$ _____

PHASE II—DECEMBER 1, 2013 THROUGH NOVEMBER 30, 2014

5 lb. container - approx. annual usage - 372/ 5 lb. x \$ _____/5 lb. =
\$ _____

TOTAL SECTION III \$ _____

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SECTION IV - MARGARINE

SPECIFICATIONS

QUALITY

The products shall be of good grade, equal to, or superior to applicable state and federal regulations. All applicable federal, state, and municipal regulations, ordinances and laws shall be adhered to relating to manufacturer, handling, storage, selling, and delivering the products.

MATERIALS & COMPOSITION

To be made from refined edible vegetable oil, sometimes combined with meat fat. Churned with cultured skim milk with the consistency of butter. Usually fortified with 9,000 USP units Vitamin A per pound.

DATING AND CODING

An explanation of date codes shall be furnished to assist Valley Hi Nursing Home in using older merchandise first.

PACKAGING

The Margarine Products listed below are to be packaged as follows:

MARGARINE REDDIES (suggested packaging)

1350 uniform portions per 15 pound box.

45 pats per 1/2 pound tray. Tray to have sides and ends of same height. (Trays with projection of one end are not acceptable.)

30 trays per master carton.

Each portion shall be packed on a cardboard ship, and be topped by a non-absorbent paper. Each portion shall be identified as Margarine.

MARGARINE SOLIDS (suggested packaging)

Margarine Solids are to be one pound (net weight), individually wrapped blocks, packed 36/1 pound per case.

BID ON SECTION IV:

PHASE I— May 1, 2013 THROUGH NOVEMBER 30, 2013

Margarine Reddies - Approx. annual usage 5,000 lb. x \$ _____/lb. = \$ _____

Margarine Solids - Approx. annual usage 200 lb. x \$ _____lb. = \$ _____

TOTAL SECTION IV

\$ _____

THIS PAGE IS MANDATORY

PHASE II—DECEMBER 1, 2013 THROUGH NOVEMBER 30, 2014

Margarine Reddies - Approx. annual usage 5,000 lb. x \$ _____/lb. = \$ _____

Margarine Solids - Approx. annual usage 200 lb. x \$ _____lb. = \$ _____

TOTAL SECTION IV
\$ _____

SECTION V - YOGURT

QUALITY

The products shall be of good grade, equal to, or superior to state and federal regulations. All applicable federal, state and municipal regulations, ordinances, and laws shall be adhered to relating to manufacturer, handling, storage, selling, and delivering the products.

MATERIALS

- Cultured grade A pasteurized lowfat milk (1%)
- Non-fat dry milk solids
- Gelatin & modified food starch

COMPOSITION (all for non-flavored)

- 1% milkfat
- Total fat not to exceed 4%
- Total sodium not to exceed 6%
- Total carbohydrates not to exceed 7%

NOTE: List below the description of container proposed to be used

8 oz. individual container

Type _____

Material _____

BID ON SECTION V:

PHASE I— May 1, 2013 THROUGH NOVEMBER 30, 2013

YOGURT 8 oz. individual container (approx. annual usage) 4800 containers \$ _____/each
= \$ _____

TOTAL SECTION V \$ _____

PHASE II—DECEMBER 1, 2009THROUGH NOVEMBER 30, 2010

YOGURT 8 oz. individual container (approx. annual usage) 4800 containers \$ _____/each
= \$ _____

TOTAL SECTION V \$ _____

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SECTION VI - CHEESE

QUALITY

The product shall be of good grade, equal to, or superior to state and federal regulations. All applicable federal, state and municipal regulations, ordinances, and laws shall be adhered to relating to manufacturer, handling, storage, selling, and delivering the product.

BID ON SECTION VI:

PHASE I— May 1, 2013 THROUGH NOVEMBER 30, 2013

American Pasteurized Processed Cheese - approx. annual usage - 730 lbs.

5 lb. package \$ _____/lb. x 730 lb. = \$ _____

Natural Cheddar, Sharp, Shredded - approx. annual usage - 170 lbs.

5 lb. package \$ _____/ 5 lb. x 170 lb. = \$ _____

Mozzarella Cheese, Shredded - approx. annual usage - 84 lbs.

5 lb. package \$ _____/ 5 lb. x 84 lb. = \$ _____

TOTAL SECTION VI \$ _____

PHASE II—DECEMBER 1, 2013 THROUGH NOVEMBER 30, 2014

American Pasteurized Processed Cheese - approx. annual usage - 730 lbs.

5 lb. package \$ _____/lb. x 730 lb. = \$ _____

Natural Cheddar, Sharp, Shredded - approx. annual usage - 170 lbs.

5 lb. package \$ _____/ 5 lb. x 170 lb. = \$ _____

Mozzarella Cheese, Shredded - approx. annual usage - 84 lbs.

5 lb. package \$ _____/ 5 lb. x 84 lb. = \$ _____

TOTAL SECTION VI \$ _____

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Does your company have a formal safety policy and your employees participate in safety training?
Upon request, would you be able to provide the County with a copy of your safety policy?

YES	NO

THIS PAGE IS MANDATORY

REFERENCES

List three (3) references that you have done similar work, service or supplied similar products to within the last twelve (12) months (Only correct contact names and phone numbers will be acceptable).

Entity:

Address:

City, State, Zip Code:

Telephone Number:

Contact Person:

Entity:

Address:

City, State, Zip Code:

Telephone Number:

Contact Person:

Entity:

Address:

City, State, Zip Code:

Telephone Number:

Contact Person:

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**RUBBER STAMPED, FAXED, COPIED, OR TYPED SIGNATURE
WILL DISQUALIFY YOUR BID MUST BE AN ORIGINAL
SIGNATURE**

CERTIFICATIONS

Vendor certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of Section 33E-3 or 33E-4 of the Criminal Code of 1961, as amended. _____ Yes _____ No

Vendor certifies that it is aware that all contracts for the Construction of Public Works are subject to the Illinois Prevailing Wage Act (820 ILCS 130/1-12) _____ Yes
No

Under penalties of perjury, I certify that _____ is my correct Federal Taxpayer Identification Number. I am doing business as a (please check one):

- | | |
|---|--|
| <input type="checkbox"/> Individual | <input type="checkbox"/> Real Estate Agent |
| <input type="checkbox"/> Sole Proprietorship | <input type="checkbox"/> Government Entity |
| <input type="checkbox"/> *Partnership | <input type="checkbox"/> Tax Exempt Organization |
| <input type="checkbox"/> **Corporation | (IRC 501(a) only) |
| <input type="checkbox"/> Not-for-Profit Corporation | <input type="checkbox"/> Trust or Estate |
| <input type="checkbox"/> Medical and Health Care
Services Provider Corporation | |

*State full names, titles and addresses of all responsible principles and/or partners below;

Name: _____ Title: _____

Address: _____

Name: _____ Title: _____

Address: _____

Name: _____ Title: _____

Address: _____

Name: _____ Title: _____

Address: _____

Name: _____ Title: _____

Address: _____

If needed please submit any additional sheets.

THIS PAGE IS MANDATORY

PROPOSER'S CERTIFICATION

I have carefully examined the Bid, Scope of Work, Specifications, and any other documents accompanying or made a part of this Bid.

I hereby propose to furnish the goods or services specified in the Bid. I agree that my proposal will remain firm for a period of up to 120 days in order to allow the County adequate time to evaluate the qualifications submitted.

I verify that all information contained in this proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this Bid on behalf of the firm as its act and deed, and that the firm is ready, willing, and able to perform if awarded the contract.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal for the same product or service. No officer, employee or agent of the County of McHenry or any other proposer is interested in said proposal and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

**State of Incorporation _____

(Individual - Partnership - Company - Corporation)

(Business Address)

(City, State and Zip Code)

(By Signature) (Title)

(Witness Signature) (Title)

(Telephone No) (Fax No.)

(Date)

End of Document