

**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

***October 28, 2014 at 2:00 P.M. (CST)***

**For  
BID #14-95**

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

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

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COMPANY

DATE

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CONTACT PERSON

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ADDRESS

E-MAIL ADDRESS

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CITY, STATE AND ZIP

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TELEPHONE NO

FAX NO.

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FEIN, or Social Security NUMBER

The attention of bidders is directed to the McHenry County Purchasing Ordinance, approved August 1, 2014. 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 Facility for the County of McHenry as per specifications on page 10. Prices are to be held through November 30, 2015 and are subject to continuing need and availability of funds. Bid as per specifications contained herein.

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**SCHEDULE OF EVENTS**

October 7, 2014-----	Bid Available
October 14, 2014-----	Vendors Questions Submitted via fax to 815-334-4680 by 4:00 P.M.(CST)
October 21, 2014-----	Vendors Questions Answered via fax and Posted on Website by 4:00 P.M.(CST)
October 28, 2014-----	Bid due in Purchasing at 2:00 P.M.(CST)

**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](http://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](http://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](http://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 complaint 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 Act095-0635), 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 OCTOBER 28, 2014.**

**SEALED BID ENVELOPES ARE TO BE CLEARLY MARKED WITH THE BID/RFP TITLE, TIME & DATE OF OPENING.**

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 22<sup>nd</sup> Judicial Circuit of McHenry County, Illinois, and the bidder hereby consent to the personal jurisdiction thereof.

#### COMPLIANCE WITH LAWS

The bidder hereto covenants and agrees to comply with all applicable federal, state, and local laws, codes, ordinances, rules and regulations. Failure to comply with the terms of this provision shall constitute a breach of contract and permit the County to terminate this (Request for Sealed Proposal/Bid) in accordance with the termination provisions stated herein.

#### 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

The County retains the right to refuse or to ask for credit on all products delivered, found to be defective, past usable shelf life, or any other condition that is unsafe or unsanitary. Bidder agrees to replace all such unusable products by delivery with the same grade and type ordered or better.

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.

## 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.
- 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.
- Eggs must be graded at least equal to "U.S. Grade A" under the regulations for "Origin Grading". **(Vendor shall enclose a completed sample grading certificate along with the bid.)**

Bidder shall describe how shell eggs are stored and with what other food products if any.

Bidder shall describe if a full-time resident grader is assigned to their plant. If no, bidder shall provide grader schedule

#### PACKING

Bidder shall describe egg packaging, including quantity, methods of packaging, materials used, and process used to maintain quality throughout the delivery process.

#### EGG SUBSTITUTES

Bidder shall offer an egg substitute, similar to Egg Beaters, and give a description of the package size and the type of packaging used for the egg substitute.

#### 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.

#### SERVICING

Bidder shall describe the product delivery vehicle and state whether the vehicle is atmospherically controlled or offer other means to ensure quality throughout the delivery

Bidder will provide USDA Egg Plant Number

**THIS PAGE IS MANDATORY**

**BID ON SECTION I:**

**BASE YEAR—DECEMBER 1, 2014 THROUGH NOVEMBER 30, 2015**

FRESH EGGS – extra large white GRADE “A”

Approx. annual usage - 1560 doz. x \$ \_\_\_\_\_/doz. = \_\_\_\_\_

PASTEURIZED EGGS - large white GRADE “A”

Approx. annual usage - 780 doz. x \$ \_\_\_\_\_/doz. = \_\_\_\_\_

EGG SUBSTITUTES - similar to Egg Beaters

Approx. annual usage-144 two pound containers x \$ \_\_\_\_\_/ea = \_\_\_\_\_

**BASE YEAR TOTAL – SECTION I \$ \_\_\_\_\_(Fill-in)**

**OPTION YEAR II—DECEMBER 1, 2015 THROUGH NOVEMBER 30, 2016**

FRESH EGGS – extra large white GRADE “A”

Approx. annual usage - 1560 doz. x \$ \_\_\_\_\_/doz. = \_\_\_\_\_

PASTEURIZED EGGS - large white GRADE “A”

Approx. annual usage - 780 doz. x \$ \_\_\_\_\_/doz. = \_\_\_\_\_

EGG SUBSTITUTES-similar to Egg Beaters

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

**OPTION YEAR II TOTAL - SECTION I \$ \_\_\_\_\_(Fill-in)**

**OPTION YEAR III—DECEMBER 1, 2016 THROUGH NOVEMBER 30, 2017**

FRESH EGGS – extra large white GRADE “A”

Approx. annual usage – 1,600 doz. x \$ \_\_\_\_\_/doz. = \_\_\_\_\_

PASTEURIZED EGGS - large white GRADE “A”

Approx. annual usage - 800 doz. x \$ \_\_\_\_\_/doz. = \_\_\_\_\_

EGG SUBSTITUTES-similar to Egg Beaters

Approx. annual usage-150 two pound containers X \$ \_\_\_\_\_/ea = \_\_\_\_\_

**OPTION YEAR III TOTAL - SECTION I** \$ \_\_\_\_\_(Fill-in)

## SECTION II - MILK PRODUCTS

### SPECIFICATIONS

<u>PRODUCT</u>	<u>MINIMUM BUTTERFAT</u>
Milk	3.25
Low-Fat Milk	2.00%
Skim Milk	Less than .50%, but average .25%
Chocolate	1% (minimum)
Sour Cream	Real
Lactose	(acidophilus)
Cottage Cheese	
Margarine Reddies	
Margarine Solids	
Yogurt	
Cheeses	
Ice Cream	

Bidder shall describe size and packaging of all milk products

### DATING AND CODING

Bidder shall describe coding and dating process used on all products to ensure proper inventory management

### MILK

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).

**COOLER**

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

\_\_\_\_\_ Yes \_\_\_\_\_ No  
Cost \$ \_\_\_\_\_

**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.

**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)

**MATERIALS**

Bidder shall describe materials used in composition including the fortification levels

**PACKAGING**

Bidder shall provide detailed explanation of packaging, including size, type, delivery method and any other information used to maintain quality throughout the delivery process.

**MARGARINE**

**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**

Bidder shall describe materials used in composition including the fortification levels

**PACKAGING**

Bidder shall provide detailed explanation of packaging, including size, type, delivery method and any other information used to maintain quality throughout the delivery process.

## **BUTTER**

### **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**

Bidder shall describe materials used in composition including the fortification levels

### **PACKAGING**

Bidder shall provide detailed explanation of packaging, including size, type, delivery method and any other information used to maintain quality throughout the delivery process.

## **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**

Bidder shall describe materials used in composition including the fortification levels

### **PACKAGING**

Bidder shall provide detailed explanation of packaging, including size, type, delivery method and any other information used to maintain quality throughout the delivery process.

## **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.

### **PACKAGING**

Bidder shall provide detailed explanation of packaging, including size, type, delivery method and any other information used to maintain quality throughout the delivery process.



**THIS PAGE IS MANDATORY**

**BID ON SECTION II:**

**BASE YEAR — DECEMBER 1, 2014 THROUGH NOVEMBER 30, 2015**

<u>PRODUCT</u>	<u>SIZE APPROX ANNUAL USAGE</u>				
Milk - 2%	950 gallons	x	\$____/gal	=	\$_____
Milk – Whole/Homo	12,000 1/2pint	x	\$____/1/2 pint	=	\$_____
Milk - 2%	33,500 1/2 pint	x	\$____/1/2 pint	=	\$_____
Milk - Skim	14,600 1/2 pint	x	\$____/1/2 pint	=	\$_____
Milk – Chocolate	7,000 1/2 pint	x	\$____/1/2 pint	=	\$_____
Lactose (acidophilus)	170 1/2 gal	x	\$____/1/2 gal	=	\$_____
Creamers (Non-Dairy)	400 /400 ct cs	x	\$____/case	=	\$_____
Sour Cream (real)	130 /5 lbs.	x	\$____/5 lb.	=	\$_____
Cottage Cheese	730 /5lb.	x	\$____/5 lb.	=	\$_____
Margarine Reddies	60 boxes	x	\$____/bx	=	\$_____
Margarine Solids	4,100 lbs	x	\$____/lb.	=	\$_____
Butter	75 lbs	x	\$____/lb.	=	\$_____
Yogurt	8,800 /6oz cont.	x	\$____/6oz	=	\$_____
American Pasteurized Processed Cheese Sliced					
850 lbs /5lb. pkg		x	\$____/5lb.	=	\$_____
Swiss/American Pasteurized Processed Cheese Sliced					
350 lbs /5lb. pkg		x	\$____/5lb.	=	\$_____
Natural Cheddar, Sharp, Shredded					
170 lbs /5lb pkg		x	\$____/5lb.	=	\$_____
Mozzarella Cheese, Shredded					
70 lbs /5lb pkg		x	\$____/5lb.	=	\$_____
ICE CREAM – 3 Gallon Tubs					

Vanilla NSA	35/3gal tubs	x	\$____/gal	=	\$_____
Fudge Swirl NSA	20/3gal tubs	x	\$____/gal	=	\$_____
Butter Pecan NSA	10/3gal tubs	x	\$____/gal	=	\$_____
ICE CREAM Cups					
Vanilla	370/48 ct cs	x	\$____/cases	=	\$_____
Chocolate	340/48 ct cs	x	\$____/cases	=	\$_____
Strawberry	100/48 ct cs	x	\$____/cases	=	\$_____
Vanilla NSA	70/48 ct cs	x	\$____/cases	=	\$_____
Chocolate NSA	70/48 ct cs	x	\$____/cases	=	\$_____
Fudge Sundae	50/48 ct cs	x	\$____/cases	=	\$_____
Strawberry Sundae	50/48 ct cs	x	\$____/cases	=	\$_____

**BASE YEAR TOTAL -SECTION II \$\_\_\_\_\_**

**THIS PAGE IS MANDATORY**

**BID ON SECTION II:**

**OPTION YEAR II— DECEMBER 1, 2015 THROUGH NOVEMBER 30, 2016**

<u>PRODUCT</u>	<u>SIZE APPROX ANNUAL USAGE</u>			
Milk - 2%	950 gallons	x	\$____/gal	= \$_____
Milk – Whole/Homo	12,000 1/2pint	x	\$____/1/2 pint	= \$_____
Milk - 2%	33,500 1/2 pint	x	\$____/1/2 pint	= \$_____
Milk - Skim	14,600 1/2 pint	x	\$____/1/2 pint	= \$_____
Milk – Chocolate	7,000 1/2 pint	x	\$____/1/2 pint	= \$_____
Lactose (acidophilus)	170 1/2 gal	x	\$____/1/2 gal	= \$_____
Creamers (Non-Dairy)	400 /400 ct cs	x	\$____/case	= \$_____
Sour Cream (real)	130 /5 lbs.	x	\$____/5 lb.	= \$_____
Cottage Cheese	730 /5lb.	x	\$____/5 lb.	= \$_____
Margarine Reddies	60 boxes	x	\$____/bx	= \$_____
Margarine Solids	4,100 lbs	x	\$____/lb.	= \$_____
Butter	75 lbs	x	\$____/lb.	= \$_____
Yogurt	8,800 /6oz cont.	x	\$____/6oz	= \$_____
American Pasteurized Processed Cheese Sliced				
850 lbs /5lb. pkg	x	\$____/5lb.	=	\$_____
Swiss/American Pasteurized Processed Cheese Sliced				
350 lbs /5lb. pkg	x	\$____/5lb.	=	\$_____
Natural Cheddar, Sharp, Shredded				
170 lbs /5lb pkg	x	\$____/5lb.	=	\$_____
Mozzarella Cheese, Shredded				
70 lbs /5lb pkg	x	\$____/5lb.	=	\$_____

ICE CREAM – 3 Gallon Tubs

Vanilla NSA            35/3gal tubs    x    \$\_\_\_\_/gal    =    \$\_\_\_\_\_

Fudge Swirl NSA       20/3gal tubs    x    \$\_\_\_\_/gal    =    \$\_\_\_\_\_

Butter Pecan NSA      10/3gal tubs    x    \$\_\_\_\_/gal    =    \$\_\_\_\_\_

ICE CREAM Cups

Vanilla                370/48 ct cs    x    \$\_\_\_\_/cases =    \$\_\_\_\_\_

Chocolate              340/48 ct cs    x    \$\_\_\_\_/cases =    \$\_\_\_\_\_

Strawberry             100/48 ct cs    x    \$\_\_\_\_/cases =    \$\_\_\_\_\_

Vanilla NSA            70/48 ct cs     x    \$\_\_\_\_/cases =    \$\_\_\_\_\_

Chocolate NSA         70/48 ct cs     x    \$\_\_\_\_/cases =    \$\_\_\_\_\_

Fudge Sundae         50/48 ct cs     x    \$\_\_\_\_/cases =    \$\_\_\_\_\_

Strawberry Sundae     50/48 ct cs     x    \$\_\_\_\_/cases =    \$\_\_\_\_\_

**OPTION YEAR II TOTAL - SECTION II \$\_\_\_\_\_**

**THIS PAGE IS MANDATORY**

**BID ON SECTION II:**

**OPTION YEAR III— DECEMBER 1, 2016 THROUGH NOVEMBER 30, 2017**

<u>PRODUCT</u>	<u>SIZE APPROX ANNUAL USAGE</u>				
Milk - 2%	950 gallons	x	\$____/gal	=	\$_____
Milk – Whole/Homo	12,000 1/2pint	x	\$____/1/2 pint	=	\$_____
Milk - 2%	33,500 1/2 pint	x	\$____/1/2 pint	=	\$_____
Milk - Skim	14,600 1/2 pint	x	\$____/1/2 pint	=	\$_____
Milk – Chocolate	7,000 1/2 pint	x	\$____/1/2 pint	=	\$_____
Lactose (acidophilus)	170 1/2 gal	x	\$____/1/2 gal	=	\$_____
Creamers (Non-Dairy)	400 /400 ct cs	x	\$____/case	=	\$_____
Sour Cream (real)	130 /5 lbs.	x	\$____/5 lb.	=	\$_____
Cottage Cheese	730 /5lb.	x	\$____/5 lb.	=	\$_____
Margarine Reddies	60 boxes	x	\$____/bx	=	\$_____
Margarine Solids	4,100 lbs	x	\$____/lb.	=	\$_____
Butter	75 lbs	x	\$____/lb.	=	\$_____
Yogurt	8,800 /6oz cont.	x	\$____/6oz	=	\$_____
American Pasteurized Processed Cheese Sliced					
850 lbs /5lb. pkg		x	\$____/5lb.	=	\$_____
Swiss/American Pasteurized Processed Cheese Sliced					
350 lbs /5lb. pkg		x	\$____/5lb.	=	\$_____
Natural Cheddar, Sharp, Shredded					
170 lbs /5lb pkg		x	\$____/5lb.	=	\$_____
Mozzarella Cheese, Shredded					
70 lbs /5lb pkg		x	\$____/5lb.	=	\$_____

ICE CREAM – 3 Gallon Tubs

Vanilla NSA            35/3gal tubs    x    \$\_\_\_\_\_/gal    =    \$\_\_\_\_\_

Fudge Swirl NSA      20/3gal tubs    x    \$\_\_\_\_\_/gal    =    \$\_\_\_\_\_

Butter Pecan NSA     10/3gal tubs    x    \$\_\_\_\_\_/gal    =    \$\_\_\_\_\_

ICE CREAM Cups

Vanilla                370/48 ct cs    x    \$\_\_\_\_\_/cases =    \$\_\_\_\_\_

Chocolate             340/48 ct cs    x    \$\_\_\_\_\_/cases =    \$\_\_\_\_\_

Strawberry            100/48 ct cs    x    \$\_\_\_\_\_/cases =    \$\_\_\_\_\_

Vanilla NSA           70/48 ct cs     x    \$\_\_\_\_\_/cases =    \$\_\_\_\_\_

Chocolate NSA        70/48 ct cs     x    \$\_\_\_\_\_/cases =    \$\_\_\_\_\_

Fudge Sundae         50/48 ct cs     x    \$\_\_\_\_\_/cases =    \$\_\_\_\_\_

Strawberry Sundae    50/48 ct cs     x    \$\_\_\_\_\_/cases =    \$\_\_\_\_\_

**OPTION YEAR III TOTAL - SECTION II \$ \_\_\_\_\_**

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***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:

**THIS PAGE IS MANDATORY**

**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<br>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 Printed Name and Signature) (Title)

\_\_\_\_\_  
(Witness Signature) (Title)

\_\_\_\_\_  
(Telephone No) (Fax No.)

\_\_\_\_\_  
(Date)

***End of Document***