

**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

April 9, 2015 at 2:30 P.M. (CST)

**For
BID #15-30**

***Provide Inmate Food Service to McHenry
County Correctional Facility***

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

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 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

This Invitation to Bid is for the purpose of, contracting with a qualified firm to provide Inmate Food Service to the McHenry County Correctional Facility located at 2200 N. Seminary Avenue, Woodstock, Illinois 60098 as a service to the County of McHenry as outlined within this document. All requirements are per specifications enclosed herein. This is a multi-year bid with the Base Year beginning 4/30/15 thru 11/30/2015, Optional Year Two (2) 12/01/15 thru 11/30/16 and Optional Year Three (3) 12/01/16 thru 11/30/17 and Optional year four (4) 12/01/17 thru 11/30/18.

SCHEDULE OF EVENTS

March, 26, 2015-----	Bid Available
March 31, 2015-----	Vendors Questions Submitted via fax to 815-334-4680 by 4:00 P.M.(CST)
April 6, 2015, 2015-----	Vendors Questions Answered via fax and Posted on Website by 4:00 P.M.(CST)
April 9, 2015-----	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 under Public Works Contracts that the general prevailing rate of wages in this locality be paid for each craft or type of worker hereunder. This requirement is in accordance with The Prevailing Wage Act, 820 ILCS 130/0.01 et seq., as amended. This shall include payment of the general prevailing rate for legal holiday and overtime work. It shall be mandatory upon the subcontractor under the Contractor. 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. Contractors may access the Illinois Department of Labor website for updates at www.state.il.us/agency/idol.

It shall also be mandatory upon the Contractor to whom the Contract is awarded to insert into each subcontract and into the project Specifications for each subcontract a written stipulation to the effect that not less than the prevailing rate of wages shall be paid to all laborers, workers, and mechanics performing work under the Contract. It shall also be mandatory upon each subcontractor to cause to be inserted into each lower tiered subcontract and into the project Specifications for each lower tiered subcontract a stipulation to the effect that not less than the prevailing rate of wages shall be paid to all laborers, workers, and mechanics performing work under the Contract. A Contractor or subcontractor who fails to comply is in violation of the Act.

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 2:30 P.M. (CST) ON APRIL 9, 2015.

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 22nd 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.

SPECIFICATIONS

SCOPE OF WORK

The bidder shall provide inmate food services inclusive of obtaining and overseeing all necessary food /beverage products, supplies (except where specifically noted otherwise), and labor for the McHenry County Adult Corrections Facility, a 650 bed facility with a 2014 average daily population of 383 inmates. The bidder shall be responsible for food preparation and delivery of meals as further defined herein. The bidder shall maintain a supply of inventory and provide staffing for all administrative and operational functions as described in this Bid. Food service shall meet the standards of the National Commission on Correction Health Care (NCCHC), the American Correction Association (ACA), and the Illinois Department of Corrections Jail Standards.

1. Staffing

- All personnel assigned to this contract shall comply with current and future federal, state, and local laws, regulations, and policies and procedures of the McHenry County Sheriff Department.
- The bidder shall provide a Supervisor/Manager to be onsite to oversee the day-to-day operations and be the point of contact for the Jail Administration. The Supervisor/Manager shall have previous experience with correction food service management and have food services sanitation manager certification from the Illinois Department of Public Health.
- Prior to any subsequent changes in personnel, the bidder shall consult with and receive approval from Jail Administration.
- The bidder shall fill all vacant positions within thirty (30) days from the date the position became vacant to assure there is no decline in services.
- The bidder shall have a registered dietitian on staff available to review and approve all menus to assure that all of the nutritional requirements are met in accordance with the specific regulatory agency.
- The bidder shall perform a pre-employment screening on all prospective staff to include, but not limited to a background check, physical examination, TB test and drug test. The proposer shall be responsible for all pre-employment expenses.
- All staff assigned to McHenry County shall be appropriately dressed in a uniform that is professional, neat, and clearly distinguish the bidder's paid staff from the inmates and correctional officers. The bidder shall be responsible for all uniform costs.
- All staff shall wear clearly visible identification of the company while working inside and outside County buildings. All on-site staff will be provided with a photo ID by Jail Administration.
- McHenry County reserves the right to refuse employment, request replacement, or remove security clearance of any employee(s) of the proposers for good cause or for

actions considered not to be in the best interest of the County. The proposer shall replace any employee when requested to do so by Jail Administration.

A. Security Clearance/Jail Access

- a. Prior to commencing services, a security clearance will be required for all on-site personnel needing access into the McHenry County Jail. All on-site personnel shall be required to complete a release form.
- b. McHenry County requires at least five (5) days to complete security clearances prior to commencement of any onsite activity and prior to any new employees being assigned to McHenry County.
- c. Depending on the nature of work and/or services provided, the Jail Administration may provide an access card necessary for entry into areas required to complete normal duties.

B. Training

- a. The bidder shall submit a formalized monthly training program for on-site staff outlining the topics to be discussed each month. Topics must include all necessary training in fire control, security, safety, material safety data sheets (MSDS), food service, delivery, and management.
- b. The bidder shall be required to train all on-site staff in the operation of correctional food service programs prior to the assignment of employee(s) to McHenry County. A signed training document shall be placed in the employee file and available to the County upon request.
- c. All on-site staff shall be required to complete initial and annual McHenry County Sheriff's Department training regarding PREA, safety, security, and procedures as assigned by the Sheriff's Training Division.

Inmate Labor

- County sentenced inmates and Immigration detainees that meet the department criteria may be eligible to volunteer in the jail kitchen. McHenry County does not guarantee any specific number of inmate workers. However, Jail Administration may provide inmate workers in varying and fluctuation quantities (except during lock down or other emergencies).
- Inmate workers may be used for the preparation of food under supervision of the proposer's staff, delivery of meals (within the jail), and general sanitation and cleaning.
- In no event shall inmates supervise or have authority over other inmates.

- All inmate worker assistance is strictly voluntary and the bidder shall utilize inmate workers at its own risk. The County will provide security and assignment of appropriate inmates, but not supervision of daily tasks.
- The bidder shall be responsible for documenting and notifying Jail Administration of rules violations by inmate workers in the food service area. Jail Administration shall be responsible for taking appropriate disciplinary action.
- The bidder shall have the right to request Jail Administration remove inmate worker(s) from the food service assignment.

A. Training

- a. The bidder shall conduct initial and ongoing training for inmates assigned to the kitchen. Topics must include all necessary training in food preparation, fire control, safety, material safety data sheets (MSDS), hygiene, sanitation, and food service delivery. The inmate shall sign-off upon completion of each training section. A signed training document shall be available to the County upon request.
- b. The bidder shall develop an Inmate Training Packet, including training information and forms for the inmate and food service staff to sign evidencing training. A signed training document shall be available to the County upon request.

3. Supervision

- The bidder shall have supervisory staff in attendance at all times in the area when inmates are present for daily tasks.

4. Scheduling

- The bidder shall be responsible for setting up the work schedules of its entire staff in such a manner to meet all objectives and requirements of the RFP.
- The jail kitchen is currently staffed from 4:00am to 6:00pm. Times are provided below:

Staff times:

Jail Kitchen Shift: 4:00am to 6:00pm

Officer Dining Room (ODR) Shift: 7:00 am to 5:00 pm

Inmate workers:

Morning Shift: 4:30 am to 10:00 am (Shift & Schedule is determined by Classification Office)

6:30 am to 12:00 pm (Shift & Schedule is determined by Classification Office)

1:00 pm to 6:30 pm (Shift & Schedule is determined by Classification Office)

Afternoon Shift: 1:00 pm to 6:30 pm (Shift & Schedule is determined by Classification Office)

5. Safety

- The bidder shall be responsible for providing a safe work environment, including personal protection gear for the inmate workers and staff.
- Signage is currently in place and required around equipment stating the requirements for use and required protective clothing to be worn.
- The bidders and on-site staff shall be required to work closely with jail staff to insure the safety of all employees, inmates, and staff in the food service area. Corrective action will be taken of all staff for not following safety protocols.
- It shall be the responsibility of the proposer's staff to report to the Jail Administration any actions or alleged action of the jail population, which violates any policy or procedure of the jail.
- All accidents shall be immediately reported to jail staff. The injured party and any witnesses shall fill out an Accident Report and a copy of the report shall be forwarded to the Jail Administration immediately.

6. Security

- Bidder will be required to provide all on-site staff security procedures prior to starting in the kitchen.
- All on-site staff shall be responsible for security and control of their County issued keys and work tools.
- The bidder shall be required to account for all tableware, utensils, and other items that could be potential weapons after each meal and store such items in a secure place.
- All "sharps" such as knives, peelers, etc. shall be inventoried and recorded on log sheets to be checked daily by the jail staff. All "sharps" shall be kept in a lockable area when not in use. Any loss or unaccountable disappearance shall be reported to the Jail Administration immediately upon discovery.
- Any on-site staff violating rules with respect to contraband, messages, bribes, contact, or committing any other inappropriate actions shall be immediately reprimanded, suspended, or terminated by the proposer. Proper action shall be coordinated with the Jail Administration.
- The Jail Administration reserves the right to terminate security access of any individual(s) at any time.
- All staff members are subject to a random inspection and/or search of packages.

- In the event of an emergency, the bidder's staff shall take direction from the jail staff.

Sexual Assault/Prison Rape Elimination Act (PREA)

- The proposer shall work cooperatively with the Chief of Administration and adhere to all policies and procedures of the Prison Rape Elimination Act (PREA).

8. Delivery of Food/Supplies

- The Corrections facility has a loading dock where trucks can back in and unload products. Products must be unloaded from the back of the truck/vehicle by the truck/vehicle driver and/or Bidders on-site staff.
- Once delivery items unloaded from the truck/vehicle and inside of the loading dock area, two inmate workers under the supervision of a Corrections Officer can move food to the jail kitchen. Inmates are not allowed in the truck beds to receive deliveries.
- The bidder shall be responsible for ensuring the correct merchandise is ordered and the deliveries are made to correspond with the appropriate schedules and security measures.
- Kitchen deliveries must be accepted and signed for by the staff of the bidder.
- The Jail Administration may require advanced notification of deliveries.

9. Supplies

- The bidder shall purchase, receive, store, and inventory all consumable supplies, food products, commodities, and equipment not supplied by the County, but necessary for an efficient, sanitary, and economically sound operation of services specified.
- The bidder shall maintain at all times a seven (7) day minimum food supply.
- The bidder shall provide all disposable eating utensils, including but not limited to plates, cups, napkins, etc. Currently, staff and some inmates in special management situations use all disposable items.
- All food, supplies, and products purchased shall remain the property of the bidder until items are consumed or billed to and paid for by the County.

10. Storage & Storage Space

- Frozen and refrigerated products are maintained in one (1) walk in freezer, two (2) walk in coolers, and one (1) dry storage area.

11. Equipment & Facilities

- The County shall supply all utilities relating to the operation of the food service area, including one telephone line to the food service area. The bidder shall direct efforts at conserving utilities whenever possible.

- The bidder shall not make any alteration on the premises, including additional partitions or fixtures without the written consent of the County.
- No signs, pictures, bulletins, advertisements, or notices of any kind shall be painted, inscribed or affixed to any part of the premises or any part of the building until said items have been submitted and approved by the Jail Administration.
- The County shall provide, install, maintain, repair, and permit the bidder to use the capital equipment, kitchen utensils, and tableware (serving trays), which the County deems necessary for food service and related activities. Equipment may be viewed at the pre-proposal meeting.
- Prior to the actual start-up of food service, the bidder and the County shall conduct a complete inventory of non-food supplies. A list of such equipment, along with pictures shall be compiled and a statement of the condition of each item shall be made. The County and the proposer shall retain copies of the inventory.
- The bidder agrees to keep all equipment in good order and return all such equipment to the County at the conclusion of the contract in the same condition, with normal wear being expected.
- The bidder shall be responsible for the replacement of tableware other than inmate meal trays during the term of this contract. Spoons and trays are counted both going into and out of the kitchen and each housing unit daily by Corrections staff.
- The bidder and a representative of the jail staff shall conduct a joint inventory, at least semi-annually on all capital equipment and County owned equipment.
- The bidder shall supply all on-site management with equipment to communicate with jail staff.
- The bidder shall fill out a maintenance request for any kitchen equipment needing repairs. If County Facility Operations staff are unable to repair the equipment, the Corrections staff will call in contractors when needed to make repairs.

12. Meals

- Bidder shall provide food service 365 days a year, three (3) meals per day to the inmates at regular meal times during each 24-hour period, with no more than fourteen (14) hours between the evening meal and breakfast.
- Three meals, including at least two hot meals, are provided during each 24 hour period. Meals shall not be served earlier than: 7:00 a.m. for breakfast, 11:00 a.m. for lunch, and 4:00 p.m. for supper.
- Bidder shall assure the dietary operation for the jail and is in compliance with the standards set by ACA and DOC regulations. The menu shall have a caloric content of not less than 1,800 to 2,000 calories per day (excluding beverage). All menus shall be

approved by the bidder's registered dietitian to assure compliance. Prior to menus being used they will be reviewed and approved by the Chief of Administration. Recipes with detailed ingredients and nutritional analysis must also be provided upon request.

- The bidder shall maintain standard recipes in the kitchen for each item to be prepared. All recipes shall be utilized by cooks in preparing each meal and shall include the cooking procedures, ingredients, and quantities required. Recipes shall be made available upon request for audit or inspection.
- The menus shall be planned with products and recipes that have proven inmate acceptability. There shall be a method in place to monitor inmate preferences and to make acceptable adjustments.
- It is expected that menu substitutions will be kept to a minimum, however the Jail Administration shall be notified of substitution as they occur. Compliance with all other requirements, such as the number of calories per day, must be adhered to.
- All meals shall be transported and served at appropriate temperatures (140 degrees for hot and 45 degrees for cold) and in a manner that makes the food palatable and visibly pleasing. All meals shall come complete with appropriate condiments (dressing, salt, pepper, sugar, catsup, mustard, mayo, etc.).
- All bidders shall submit their own five (5) week menu and determine the cost per meal on the Pricing Document.
- The bidder shall provide traditional type meals to be served on holidays at contract rates. The proposer shall include in their proposal response policies for serving special, traditional meals on holidays to include Thanksgiving, and Christmas. Proposed menus and the holiday in which they will be served shall be identified.
- The average daily population (ADP) for the facility in 2014 was 383 inmates.
- Booking receives an average of 66 meals each day (breakfast, lunch and dinner) on a tray or sack meals Monday through Friday and on average 15 tray meals a day on Saturday and Sunday.

A. Special Diet/Restrictions

- a. Special diets and/or restrictions (salt free, soft, vegetarian, and diabetic, etc.) for inmates shall be available upon authorization by medical or jail staff.
- b. Specific diets shall be prepared and served to inmates according to the orders of the authorizing staff. Currently there are 3 kosher meals needed. A daily snap shot of special diets that have been served:

<u>Special Diet</u>	<u>#of Inmates</u>
Vegan	2
Kosher	3
Pregnancy	1
Food Allergy	6
Diabetic	3
Cardiac	4
Lactose Intol	2
Reli. no beef	1
Gastro soft	0
Dental soft	0

- c. Special diets for religious reasons shall be accommodated as directed by the policies of the jail. Meatless trays shall be made available.
- d. Bidders shall submit vegetarian, religious, common-fare, and kosher menus. Proposers shall submit at least three (3) meals for each type of special diet that may be required.
 - i. Common-Fare Menu - Common fare is intended to accommodate inmates whose religious dietary needs cannot be met on the main line. The common-fare menu is based on a 14-day cycle, with special menus for the ten (10) Federal holidays. The menus must be certified as exceeding minimum daily nutritional requirements.
- e. **Pork products or bone in meat are not allowed for inmates.**

B. Incentive Meals

- a. Currently, inmate workers are provided double portion meals when they are scheduled to work during a meal time. Proposers shall provide pricing per inmate for this service. The County reserves the right to terminate this service for their convenience.
- b. Coffee, milk, and juice are available to inmate workers in the kitchen and laundry room during their scheduled shifts. Proposers shall provide pricing per inmate for this service.

C. Staff Meals

- a. The current vendor offers a separate Officer Dining Room (ODR) five (5) days a week. Staff can purchase meals, sandwiches, and snacks during hours of operation.
- b. The employee's food line shall be a higher quality of product, slightly larger portions, and offer additional condiments.

- c. Currently, employees are offered a vending machine with pre-made salad, sandwiches, and snacks for use when the ODR is closed.
- d. Inmate labor shall not be used to prepare or distribute staff meals.
- e. Bidders shall provide a menu and prices for staff meals.

D. Staff Beverage

- a. The bidder shall be required to provide 24-hour coffee service free of charge for Sheriff's staff in the ODR, including cups, coffee, sugar, cream, and sweet-n-low.
- b. The bidder is responsible for contracting for dispensing equipment for fountain beverages and equipment including an ice maker.

13. Food Distribution

- All food for inmates shall be prepared on site in the jail kitchen. Food shall be placed in individual serving trays, which are loaded onto food delivery carts and transported to the various housing units within the jail.
- Inmates eat their meals in their assigned housing unit.
- Inmate workers are used to deliver the meals from the jail kitchen area to the inmate housing units and also retrieve the trays and return them to the kitchen for cleaning, drying, and reuse at the next mealtime.
- Current meal times for the jail are:

Breakfast	7:00 am
Lunch	11:00 am
Dinner	4:00 pm

14. Catering

- Food and beverage service for functions held within the Sheriff's Department, inclusive of the jail shall be provided upon request. This may include sweet rolls, lunches, or other items.
- All catering orders shall be billed separately from the other meal costs.
- Inmate labor shall not be used to prepare or distribute catering services.

15. Daily Processing of Complaints

- The bidder shall be responsible for immediately following up on all food service complaints from inmates or any McHenry County staff.

- All complaints received are to be recorded along with a notation of resolution and forward to the jail administration on a weekly basis. The bidder shall work with the Jail Administration staff to identify issues and determine the appropriate mechanism to be utilized for specific categories of complaints.

16. Food Samples

- The bidder shall save samples of all prepared foods for a period of no less than 48 hours of its services for testing in the event of an outbreak or illness. The County shall not be billed for meals frozen for food testing.
- Samples shall be clearly marked as to the dates and times of preparation, service, and storage.
- All food shall be tested at the bidder's expense if food borne illness is suspected.

17. Sanitation & Cleaning

- All cleaning and janitorial supplies necessary for keeping the food service area, equipment, dishes, tableware, and utensils clean and sanitary are to be provided by the bidder in the kitchen area only. The County will provide cleaning and supplies for the restroom in the kitchen area.
- The bidder shall be responsible for routine sanitation, cleanliness, and general housekeeping of all food service preparation areas, service areas, and storage areas and will on a continuing basis maintain standards of sanitation required by state and local regulations, including but not limited to the State Jail Inspector and County Health Department.
- The bidder shall obey all Federal, State and Local laws and ordinances regarding health, sanitation and safety, and shall hold all necessary state certifications required by law. The contractor shall bear all costs of obtaining necessary state and local certifications. (Note: The State of Illinois requires that at least one cook per shift must possess a *Certificate of Sanitation* issued by the Illinois Department of Public Health.
- The McHenry County Health Department does not permit operation of any facility not in compliance with sanitation certification requirements.
- The bidder shall maintain documentation of cleaning, inspections, inventory of chemicals/cleaning supplies, and material safety data sheets (MSDS). These items shall be made available to Jail Administration upon request.
- Aerosol products are prohibited in the facility.
- The County will be responsible for removal of waste grease/oil after proposer places the waste grease/oil in the supplied waste containers located outside the

loading dock area.

18. Linens

- The bidder shall be responsible for providing all linens used in the jail kitchen. This includes, but is not limited to dishtowels, washcloths, cleaning cloths, etc.

19. Reports

- Bidder agrees to provide daily, weekly, and monthly reports. Reports shall provide listing of the total meals served, total bag lunches, and total staff meals served.
- Bidder shall maintain records of all food temperature records that are recorded at each meal for each menu item. This information shall be made available to Jail Administration upon request.
- Bidder shall keep full and accurate records of sales and meal count (tally sheets) in connection with the food service for the term of the contract. All such records shall be available for auditing by the County at any time during regular working hours. Proposer shall retain all records for seven years after the last meal service.

20. Continuity of Service

- The County does not guarantee an uninterrupted supply of water, sewer, electricity, gas, air conditioning, or heat. However, the County shall be diligent in restoring service following any interruptions. The County shall not be liable to the proposer or to others for any loss, damage, cost, or expense, which may result from the interruption or failure of any such service. Therefore, proposer shall provide a plan for how food service will be handled.

21. Communications Equipment

- The bidder shall provide all office equipment (i.e. computer/fax/phone) required for the food service operation. Equipment must be acceptable to the Jail Administration. There is currently one (1) phone available to the bidder in the jail kitchen and one (1) phone available in the ODR. The bidder will be responsible for all costs related to the use of these phones.
- The bidder shall be responsible for obtaining and the costs of internet service to the kitchen office. Access to the County network is not available to the bidder.

THIS PAGE IS MANDATORY.

BID ON FORM

BASE YEAR 4/30/2015 – 11/30/2015

Bid on: Food Services - FIRM/FIXED PRICE PER MEAL PER INMATE USING TRUSTEES:

- A. 201 - 220 \$ _____ Cost per each
- B. 221 - 250 \$ _____ Cost per each
- C. 251 - 300 \$ _____ Cost per each
- D. 300 + \$ _____ Cost per each

Bid on: Food Services – INMATE INCENTIVE MEAL:

\$ _____ Cost per each

Bid on: Food Services – COFFEE AND BEVERAGE SERVICE:

\$ _____ Cost per each

Bid on: Food Services – STAFF MEAL/ODR

\$ _____ Cost per each

Bid on: Food Services – KOSHER MEAL

\$ _____ Cost per each

Bid on: Food Services – VEGAN MEAL

\$ _____ Cost per each

Bid on: Food Services – FOOD ALLERGY MEAL

\$ _____ Cost per each

Bid on: Food Services – DIABETIC MEAL

\$ _____ Cost per each

Bid on: Food Services – CARDIAC MEAL

\$ _____ Cost per each

Bid on: Food Services – LACTOSE MEAL

\$ _____ Cost per each

Bid on: Food Services – RELIGIOUS (NO BEEF) MEAL

\$ _____ Cost per each

Bid on: Food Services – GASTRO SOFT MEAL

\$ _____ Cost per each

Bid on: Food Services – DENTAL SOFT MEAL

\$ _____ Cost per each

Bid on: Food Services – PREGNANCY MEAL

\$ _____ Cost per each

OPTION YEAR TWO 12/01/2015 – 11/30/2016

Bid on: Food Services - FIRM/FIXED PRICE PER MEAL PER INMATE USING TRUSTEES:

A. 201 - 220 \$ _____ Cost per each

B. 221 - 250 \$ _____ Cost per each

C. 251 - 300 \$ _____ Cost per each

D. 300 + \$ _____ Cost per each

Bid on: Food Services – INMATE INCENTIVE MEAL:

\$ _____ Cost per each

Bid on: Food Services – COFFEE AND BEVERAGE SERVICE:

\$ _____ Cost per each

Bid on: Food Services – STAFF MEAL/ODR

\$ _____ Cost per each

Bid on: Food Services – KOSHER MEAL

\$ _____ Cost per each

Bid on: Food Services – VEGAN MEAL

\$ _____ Cost per each

Bid on: Food Services – FOOD ALLERGY MEAL \$ _____ Cost per each

Bid on: Food Services – DIABETIC MEAL \$ _____ Cost per each

Bid on: Food Services – CARDIAC MEAL \$ _____ Cost per each

Bid on: Food Services – LACTOSE MEAL \$ _____ Cost per each

Bid on: Food Services – RELIGIOUS (NO BEEF) MEAL
\$ _____ Cost per each

Bid on: Food Services – GASTRO SOFT MEAL \$ _____ Cost per each

Bid on: Food Services – DENTAL SOFT MEAL \$ _____ Cost per each

Bid on: Food Services – PREGNANCY MEAL \$ _____ Cost per each

OPTION YEAR THREE 12/01/2016 – 11/30/2017

Bid on: Food Services - FIRM/FIXED PRICE PER MEAL PER INMATE USING TRUSTEES:

A. 201 - 220 \$ _____ Cost per each

B. 221 - 250 \$ _____ Cost per each

C. 251 - 300 \$ _____ Cost per each

D. 300 + \$ _____ Cost per each

Bid on: Food Services – INMATE INCENTIVE MEAL:

\$ _____ Cost per each

Bid on: Food Services – COFFEE AND BEVERAGE SERVICE:

\$ _____ Cost per each

Bid on: Food Services – STAFF MEAL/ODR

\$ _____ Cost per each

Bid on: Food Services – KOSHER MEAL

\$ _____ Cost per each

Bid on: Food Services – VEGAN MEAL

\$ _____ Cost per each

Bid on: Food Services – FOOD ALLERGY MEAL

\$ _____ Cost per each

Bid on: Food Services – DIABETIC MEAL

\$ _____ Cost per each

Bid on: Food Services – CARDIAC MEAL

\$ _____ Cost per each

Bid on: Food Services – LACTOSE MEAL

\$ _____ Cost per each

Bid on: Food Services – RELIGIOUS (NO BEEF) MEAL

\$ _____ Cost per each

Bid on: Food Services – GASTRO SOFT MEAL

\$ _____ Cost per each

Bid on: Food Services – DENTAL SOFT MEAL

\$ _____ Cost per each

Bid on: Food Services – PREGNANCY MEAL

\$ _____ Cost per each

OPTION YEAR FOUR 12/01/2017 – 11/30/2018

Bid on: Food Services - FIRM/FIXED PRICE PER MEAL PER INMATE USING TRUSTEES:

- A. 201 - 220 \$ _____ Cost per each
- B. 221 - 250 \$ _____ Cost per each
- C. 251 - 300 \$ _____ Cost per each
- D. 300 + \$ _____ Cost per each

Bid on: Food Services – INMATE INCENTIVE MEAL:

\$ _____ Cost per each

Bid on: Food Services – COFFEE AND BEVERAGE SERVICE:

\$ _____ Cost per each

Bid on: Food Services – STAFF MEAL/ODR

\$ _____ Cost per each

Bid on: Food Services – KOSHER MEAL

\$ _____ Cost per each

Bid on: Food Services – VEGAN MEAL

\$ _____ Cost per each

Bid on: Food Services – FOOD ALLERGY MEAL

\$ _____ Cost per each

Bid on: Food Services – DIABETIC MEAL

\$ _____ Cost per each

Bid on: Food Services – CARDIAC MEAL

\$ _____ Cost per each

Bid on: Food Services – LACTOSE MEAL

\$ _____ Cost per each

Bid on: Food Services – RELIGIOUS (NO BEEF) MEAL

\$ _____ Cost per each

Bid on: Food Services – GASTRO SOFT MEAL \$ _____ Cost per each

Bid on: Food Services – DENTAL SOFT MEAL \$ _____ Cost per each

Bid on: Food Services – PREGNANCY MEAL \$ _____ Cost per each

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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
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: _____	

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