

County of McHenry Request for Proposal

RFP # 13-73

Provide McHenry County Correctional Facility with Commissary Services

September 3, 2013

This Request for Proposal (RFP) is for the purpose of, contracting with a qualified firm to provide McHenry County Correctional Facility with Commissary Services as outlined within this document. All requirements are as per specifications enclosed herein. This will be a multi-year solicitation with year one (1) beginning 12/1/2013 thru 11/30/2014. There will be two (2) additional one (1) year options starting 12/1/14 thru 11/30/2015 and 12/1/2015 thru 11/30/2016.

GENERAL REQUIREMENT: This is a Request for Proposal (see attached). Proposal will be opened and evaluated in private and proposal information will be kept confidential until an award is made. **One (1) original and four (4) copies of the complete proposal are to be submitted.**

SUBMISSION LOCATION:

Mailing Address:

Purchasing Department
McHenry County Administration Building
2200 N. Seminary Avenue Room 200
Woodstock IL 60098

Drop Off In Person:

Purchasing Department
McHenry County Administration Building
667 Ware Road Room 200
Woodstock IL 60098
Phone: (815) 334-4818
Fax: (815) 334-4680

CONTACT PERSON:

Mr. Donald A. Gray, CPPB
Director of Purchasing

SUBMISSION DATE AND TIME:

2:00 PM, (CST) September 19, 2013

Proposals received after the submittal time will be rejected and returned unopened to the sender. (See below for schedule of events).

SCHEDULE OF EVENTS

September 3, 2013-----	RFP Available
September 10, 2013-----	Vendors Questions Submitted via fax to 815-334-4680 by 4:00 P.M.(CST)
September 13, 2013-----	Vendors Questions Answered via fax and Posted on Website by 4:00 P.M.(CST)
September 19, 2013-----	RFP due in Purchasing at 2:00 P.M.(CST)

GENERAL INFORMATION

REQUEST FOR PROPOSALS

DEFINITION

Request for Proposals (RFP) is a method of procurement permitting discussions with responsible vendor and revisions to proposals prior to award of a contract. Proposals will be opened and evaluated in private. **Award** will be based on the criteria set forth herein.

RECEIPT and HANDLING of PROPOSALS

Proposals shall be opened in private by the Evaluation Committee to avoid disclosure of contents to competing vendors.

EVALUATION of PROPOSAL

The proposals submitted by vendors shall be evaluated solely in accordance with the criteria set forth in the RFP.

DISCUSSION of PROPOSAL

The Evaluation Committee may conduct discussions with any offeror who submits an acceptable or potentially acceptable proposal. Vendors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals. During the course of such discussions, the Evaluation Committee shall not disclose any information derived from one proposal to any other vendor.

NEGOTIATIONS

The County of McHenry reserves the right to negotiate specifications, terms, and conditions, which may be necessary or appropriate to the accomplishment of the purpose of this RFP. The County may require the RFP and the offeror's proposal be incorporated in full or in part as Contract Documents. This implies that this RFP and all responses, supplemental information, and other submissions provided by the vendor during discussions or negotiations may be held by the County of McHenry as contractually binding on the successful Vendor.

NOTICE of UNACCEPTABLE PROPOSAL

When the Evaluation Committee determines a vendor's proposal to be unacceptable, such vendor shall not be afforded an additional opportunity to supplement its proposal.

TERMS AND CONDITIONS

AUTHORITY

This Request for Proposals is issued pursuant to applicable provisions of the **McHenry County Purchasing Ordinance**, approved December 1, 2006. This ordinance is incorporated by reference into this RFP as if it were contained herein. If you desire a copy of this ordinance, contact the Director of Purchasing.

RESERVED RIGHTS

The County of McHenry reserves the right at any time and for any reason to cancel this Request for Proposal, to reject any or all proposals, or to accept an alternate proposal. The County reserves the right to waive any immaterial defect in any proposal. **Unless**

otherwise specified by the offeror, the County has no less than one hundred and twenty (120) days to accept. The County may seek clarification from a vendor at any time and failure to respond promptly is cause for rejection. The County may require submission of best and final offers.

INCURRED COSTS

The County of McHenry will not be liable in any way for any costs incurred by respondents in replying to this RFP.

AWARD

Award shall be made by the McHenry County Board to the most responsive and responsible vendor whose proposal is determined to be the most advantageous to the County, taking into consideration price and the evaluation criteria set forth herein below.

CRITERIA for SELECTION

The following criteria and point system shall be used by the selection team to determine the firm or individual(s) most qualified and best suited to perform the work:

- Compliance with Request for Proposals [Mandatory]: This refers to the adherence to all conditions and requirements of the Request for Proposals.
- Suitability of Proposed Item: Prior experience in commissary services to facilities of similar inmate populations and complexity.
- Qualifications of the Offeror: Offeror's capability in all respects to perform fully the contract requirements, and the tenacity, perseverance, experience, integrity, reliability, facilities, equipment, and credit which will assure good faith performance. This criterion includes the offeror's performance on similar contracts at other facilities. A description of corporate qualifications and history of the firm is also required.
- Usability of software package
- Integration with existing software packages (Tritech / ICSolutions/Access Corrections)
- Rate of commissions paid (% of gross sales excluding phone cards and postage)
- Prices charged to inmates for commissary items.

NON-DISCRIMINATION

Vendor 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 Vendor shall comply the Public Works Employment Discrimination Act, 775 ILCS 10/0.01 et seq., as amended. The Vendor must have a written sexual harassment policy, which meets Illinois State Statutes, 775 ILCS, 15/3.

SECURITY

The Vendor 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 Vendor further represents and warrants to the County of McHenry that the Vendor 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 Vendor 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.

PREVAILING WAGE

The State of Illinois requires that all wages paid by the Contractor and each subcontractor shall be in compliance with The Prevailing Wage Act (820 ILCS 130), as amended. This requires payment of the general prevailing rate for each craft or type of worker, including payment of the general prevailing rate for legal holiday and overtime work. The Illinois Department of Labor publishes the prevailing wage rates on its website at www.state.il.us/agency/idol/rates.htm. The Contractor shall review the wage rates applicable to the work of the contract at regular intervals in order to ensure the timely payment of current wage rates. The Contractor agrees that no additional notice is required. The Contractor shall be responsible to notify each subcontractor of the wage rates set forth in this contract and any revisions thereto. A copy of the prevailing wage rates is posted on the McHenry County website at www.co.mchenry.il.us under BIDS and RFP's. If wage rates change during the course of the project, the new rates will be available in the County of McHenry Purchasing Office. Vendors may access the Illinois Department of Labor website for updates www.state.il.us/agency/idol.

CERTIFIED PAYROLL REQUIREMENTS (Public Act 94-0515)

Effective August 10, 2005 Vendors 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 Vendor 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 Vendor 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 Vendors 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 Vendors 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 entitles 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 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.

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.

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).

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.

PAYMENTS

The Vendor shall furnish the County with an itemized invoice. Payment shall be made in accordance with applicable provisions of the "Local Government Prompt Payment Act."

VENDOR RESPONSIBILITIES

The selected Vendor will be required to assume responsibility for all services offered in this proposal. The County will consider the selected Vendor to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

Any contract resulting from this RFP may not be assigned, in whole or in part without written consent of the County. If the Vendor attempts to make such an assignment without the written consent of the County, the Vendor shall nevertheless remain legally responsible for all obligations under the Contract.

INTERPRETATION or CORRECTION of REQUEST for PROPOSALS

Vendors shall promptly notify the Director of Purchasing of any ambiguity, inconsistency, or error, which they may discover upon examination of the Requests for Proposals.

Interpretations, corrections, and changes to the Request for Proposals will be made by addendum. Interpretations, corrections, or changes made in any other manner will not be binding.

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.

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 Vendor 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 Vendor'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.

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.

DELIVERY

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

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.

QUALIFICATIONS

Each firm submitting an RFP for this project shall submit detailed information concerning the professional qualifications of the individual(s) assigned to carry out this project. Relevant project experience, logistical capabilities and other relevant support data regarding the firm and assigned personnel must be included.

Each firm submitting a proposal for this project must provide at least three (3) references where projects of a similar nature have been successfully completed and implemented. These references should provide the name and address of the entity where the project was completed as well as a contact person.

INSURANCE

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 Vendors, 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.
- d) Professional Liability Insurance with \$1,000,000 per occurrence and \$1,000,000 in aggregate.

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

The County shall be provided with Certificates of Insurance evidencing the above required insurance prior to the commencement of this Agreement and thereafter with the certificated evidencing renewals or changes to said policies of insurance at least fifteen (15) days prior to the expiration or cancellation of any such policies.

The County shall be named as additional insured on all liability policies, and the parties acknowledge that any insurance maintained by the County shall apply in excess of, and not contribute to, insurance provided by successful bidder.

The contractual liability arising out of the Agreement shall be acknowledged on the Certificate of Insurance by the insurance company. The County shall be provided with thirty (30) days prior notice, in writing, of Notice of Cancellation or material change, and said notification requirements shall be stated on the Certificate of Insurance.

Acceptance or approval of insurance shall in no way modify or change the indemnity or hold harmless clauses in this agreement, which shall continue in full force and effect.

HOLD HARMLESS CLAUSE

The Vendor agrees to indemnify, save harmless and defend the County of McHenry, their agents, servants, and employees, and each of them against and hold 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. 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, their agents, servants, or employees or any other person indemnified hereunder.

EVALUATION

Evaluation of proposals will be done by the Director of Purchasing and associated County staff. Proposals will be evaluated on experience in doing projects of a similar nature and adherence to specifications.

DIRECTIONS FOR SUBMISSION

Qualified individuals or firms are to submit one (1) original and four (4) copies of the completed proposal along with any support documentation to:

Mr. Donald A. Gray, CPPB
Director of Purchasing
McHenry County Administration Building
2200 N. Seminary Avenue, Room 200
Woodstock, Illinois 60098

All data and documentation submitted as part of this RFP shall become the property of McHenry County, Illinois. After award of this contract, all responses, documents, and materials contained in the RFP shall be considered public information and will be made available for inspection in accordance with the Illinois Freedom of Information Act.

All proposals must be received by **2:00 p.m. (CST) on September 19, 2013**. Absolutely no proposal will be accepted after the time specified. Late proposals shall be rejected and returned unopened to the sender. The County of McHenry does not prescribe the method by which proposals are to be transmitted; therefore, it cannot be held responsible for any delay, regardless of reason, in the transmission of proposals.

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

SUBMITTAL

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

PRICING

Price offered shall be firm for at least 120 days after the latest time specified for submission of proposals and thereafter until written notice is received from bidder.

FREIGHT

Freight is all inclusive unless otherwise stated.

FUEL SURCHARGE

The County of McHenry does NOT accept any fuel surcharges.

WORKING CONDITIONS

The McHenry County Correction Facility is a secured facility. Special rules and regulations, which shall apply to the Contractor, any subcontractor of the Contractor, or their employees, with regards to these facilities are as follows:

Upon request, the Contractor shall furnish to the Sheriff's Department sufficient personnel data on all individuals who require access to the facilities to allow the Sheriff's Department to conduct background investigations. Such information shall include, but not necessarily be

limited to, individual's name, address, and date of birth, social security number, and driver's license number. The McHenry County Sheriff's Department reserves the right to summarily refuse access to the facility to any individuals it deems unsuitable for any reason, and the Contractor shall promptly assign an individual acceptable to the Sheriff's Department. Access to the facility is restricted and the Contractor's employees shall strictly observe all rules and regulations with regards to security.

INDEPENDENT CONTRACTOR

The Contractor shall, at all times, be deemed to be an independent contractor and shall not be deemed to be an employee or agent of McHenry County or the Sheriff's Department.

TERM/OPTION TO EXTEND

Services offered are to be fixed for the duration of the contract. Contract agreement will be as outlined below with option to renew for (2) 1 year renewals following the County's fiscal year, subject to review by McHenry County and subject to continued availability of funds.

Year 1 – 12/1/2013 thru 11/30/2014

Option Year 2 – 12/1/2014 thru 11/30/2015

Option Year 3 – 12/1/2015 thru 11/30/2016

SPECIFICATIONS

Time is of the essence for the award of this contract. Successful contractor must be prepared to execute and begin contract requirements, within thirty (30) days of notification.

1. BACKGROUND

OVERVIEW:

The McHenry County Adult Correctional Facility incarcerates individuals accused of crimes and awaiting trial and those sentenced to serve less than a year in jail. The facility also houses individuals for I.C.E. (Immigration Customs Enforcement), BOP (Bureau of Prisons) and the U.S. Marshalls through contractual agreements.

Inmates/Detainees are housed according to classification and assigned to one of four housing blocks in the jail. Each housing block consists of 4-6 'sections' with capacities from 12 to 64 inmates/detainees.

Currently, commissary orders are processed via the inmate telephone system (ICSolutions) through a speed dial associated with the commissary vendor's phone number. Commissary arrives at the jail loading dock on Mondays and is delivered to the housing units on Tuesdays. Commissary sales average between approximately \$5,000 - \$7,000/week. Inmates/Detainees may place orders 1x/week. There are no spending limits; however inmates/detainees are limited in the amount of items they may order as follows:

- 20 candy items
- 25 snack items
- 20 beverage items
- Varied limits on hygiene items

Inmates/Detainees are given the opportunity through commissary to purchase telephone 'debit time' that is credited to their phone account through the ICSolutions telephone system. 'Debit time' is sold in units of \$1. The sale of telephone 'debit time' should be a pass-through function only for the commissary vendor, not a method of generating commissions.

The current JMS (Jail Management Software) utilized in the facility is TriTech. Inmate telephones and jail lobby kiosk are operated and maintained through a contract with ICSolutions.

Indigent supplies are handled through the commissary vendor. There are four (4) different types of indigent kits available to the inmates/detainees

- Hygiene for inmate purchase (Indigent- negative balance)
- Write-out for inmate purchase (Indigent- negative balance)
- Hygiene for detainee (no charge)
- Write-out for detainee (no charge- Indigent only)

CAPACITY:

The current facility was opened to inmates in April 1992 and remodeled in 2005. The jail has a total rated capacity of 650, however for a variety of reasons (e.g., male/female and other classification concerns); the operating capacity is somewhat lower than the total number of beds. The average daily population (ADP) fluctuates between 350 - 450. (There is no guarantee of inmate/detainee population or of sales generated.)

2. COMMISSARY SERVICES

SCOPE:

It is the intent of the County and the Sheriff's Department to enter into a contract with a qualified vendor to provide on-site kiosk based commissary ordering, off-site order fulfillment, delivery of commissary and related services to individuals under the custody and control of the McHenry County Sheriff's Adult Correctional Division.

OVERVIEW OF SERVICES:

Install, maintain, and operate computer equipment and systems to support contractor's commissary operations and inmate/detainee trust accounting. Installation, maintenance, and operation shall be at the Contractor's sole expense and any such equipment and systems shall remain the sole and exclusive property of the Contractor.

Provide a software program for tracking inmate dollars, inmate payroll, inmate debts, and inmate purchases. In addition, software should have the ability to balance monthly statements and merging of accounts with transactions (funds) moved over to the new master account. Software should have the ability to filter searches by debt (paid/unpaid), items ordered by inmates and housing locations (blocks/sections). Software should have the ability to be networked to approximately twenty (20) 'in-house' computers located throughout the facility.

Contractor must be able to interface to the County of McHenry's jail management software, Trittech (formerly Visionair) as well as the inmate telephone system software and the front lobby kiosk provided by ICSolutions/Access Corrections. All Interfaces and upgrades to the program will be at no additional charge to the County of McHenry. At a minimum, the interface must have the ability to retrieve the following from the Trittech software:

- Inmate/detainee name,
- Sex,
- I.D. Number
- Housing location
- Address
- Date of Birth
- Drivers License #
- Fed/ICE #
- Alias

The interface must also have the ability to retrieve detailed deposit information to the inmate/detainee's trust account made through Access Corrections. Information regarding telephone debit time purchased must be electronically transmitted to ICSolutions.

Provide technical phone support twenty-four (24) hours a day, seven (7) days per week.

Provide up to two (2) receipt printers.

Provide two (2) check printers that will endorse each check at the time it is written with the Sheriff's signature.

Provide an item number for sales of ICSolutions telephone debit time.

Provide a wide selection of Brand Name products; packaged food, candy, powdered non-alcoholic beverages, health and general merchandise. The Sheriff or his designee shall approve all products provided. All products are to be provided from off-site. The commissary contractor will store and house their product and stock on their company owned premises, not on the premises of the County of McHenry.

Purchase and pay for all commissary items provided, equipment, supplies and services utilized for the Correctional Facility Commissary operation, including but not limited to, computer hardware and software as outlined above.

Commissary orders will be processed and delivered individually bagged for each inmate's order with two (2) copies of the receipt in each bag once per week. The receipt will have signature lines for the inmate and the Officer. Item shortages will be credited to the inmate's account. The individually bagged orders will be delivered to the McHenry County Correctional Facility, inside dock delivery. If cardboard boxes are used for shipping the weight of each box will not exceed 35 pounds and be no larger than 20" X 20" X 20". Pallets shall be no larger than 48" X 40" up to 68" high including the pallet height. The boxes will be clearly marked with our facilities Block and Section numbers on the face of each box. Reusable sealed covered shelved utility carts are preferred for shipping the individual bags of commissary.

Obtain all federal, state, and local licenses and permits required for the commissary operation and are responsible for all sales, use, excise, state, local business, and income taxes attributable to the commissary operation.

Prices charged to inmates/detainees for commissary items must be approved by Jail Administration and must comply with Illinois County Jail Standards section 701.250.

The commissary system shall operate on its own network system and shall not be directly connected to the McHenry County Computer Network System.

The County will not be liable for any loss, fire, water, damage, pilfering, act of violence, or theft of any supplies, monies or equipment. The County and appropriate law enforcement agencies shall be notified immediately of any loss or damage. The County will endeavor to assist the Contractor and law enforcement agencies in identifying any offenders.

3. VALUE ADDED SERVICES

McHenry County will consider Contractor Value Added Services in this award determination. McHenry County considers Contractor Value Added Services to be additional services, certain specific business procedures, quality features, methods or additional business activities offered by the contractor that when utilized directly or indirectly serve to reduce McHenry County's total cost of acquisition or increase the amount of commissions collected.

McHenry County requests that responses to the following questions be included in your bid response:

SOFTWARE (general)

1. Company & Software Title Name?
2. Microsoft SQL Server database? What version? If not, what type of database is it?
3. Do you currently, or are you able to provide integration with Tritech? What type of information is exchanged and at what intervals?
4. Do you currently, or are you able to provide integration with ICSolutions? What type of information is exchanged and at what intervals?
5. Do you currently, or are you able to provide integration with Access Corrections? What type of information is exchanged and at what intervals?
6. Please confirm that there are no costs incurred to McHenry County for software customization, upgrades or interfaces.
7. Please describe security groups available for McHenry County staff accessing the commissary software.
8. Describe your software's ability to set limits and/or restrictions on commissary orders. (i.e. inmates in disciplinary segregation, medical restrictions, etc.)
9. Where will the database server will be located (at our facility or yours?)
10. Is the client application a web app (accessed over the Internet) or a full client app?
11. If the clients require an application to be installed then the application must be able to run in a virtual (Citrix Xen Desktop) environment.
12. What supporting software is required on the clients (DotNet Framework(s), other runtime environments, Crystal Reports, Silverlight, etc.)
13. What, if any, peripherals need to be supported (printer and connection method, card readers and connection method, etc.)
14. Is an application server required?

ACCOUNTING

15. Describe program security features as they relate to individual user accountability (i.e. automatic log out, audit tracking, etc.)
16. Describe the process involved in balancing cash drawers and the level of detail provided (i.e. are transactions identified as cash, check or money orders?)
17. Describe the process for paying out and closing a detainee/inmates trust account. What type of check printer do you use? Please confirm the ability to have the Sheriff's signature printed on each check issued.
18. Describe any additional accounting and/or balancing features available.
19. Describe how missing items are credited.
20. Describe how missing or incorrect orders are handled

REPORTS

21. Describe the level of customization available with regard to reports.
22. Please confirm your software's ability to produce, at a minimum, the following reports:
 - a. Inmate Balances
 - b. Monthly Balance Statement
 - c. Deposits
 - d. Electronic Deposits
 - e. Debts
 - f. Credits
 - g. Receivables
 - h. Inmate balances & ledgers
 - i. Commissary item # sales, who purchased a particular item w/ housing location
 - j. Commissary sales weekly & monthly
 - Item #
 - Inmate #
 - Housing Units

BANK STATEMENT/BALANCING

23. Describe the process for balancing bank accounts.

GENERAL

24. Do you have the ability to process orders via the internet?

25. Do you have the ability to accept and process funds placed on a detainee/inmate's account via the internet?
26. Describe your proposed method of delivery (i.e. UPS, Company Truck, etc.)
27. How are orders packaged?
28. Describe your billing/invoicing process.
29. Please describe how your software handles medical and religious restrictions (diabetic, kosher, etc).
30. Please describe how your software handles segregation restrictions.
31. Please describe or provide information about kiosk commissary ordering.
32. Describe your pricing structure and how you document compliance with Illinois County Jail Standards as they relate to inmate commissary sales.

Please provide a copy of commissary items available for purchase

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PROPOSAL FORM

WE, _____, PROPOSE TO PROVIDE THE REQUESTED SERVICES PER THE REQUIREMENTS OF THIS REQUEST FOR PROPOSAL IN ACCORDANCE WITH THE SPECIFICATIONS CONTAINED HEREIN.

Commission Rate % _____
(% of gross sales excluding phone cards & postage)

Software Package Cost \$ _____

Ability to Integrate with Trittech, IC Solutions, and Access Corrections software

_____ Yes _____ No

Please Check One

WE ALSO CERTIFY THAT THIS WRITTEN PROPOSAL IS VALID FOR 120 DAYS FROM THE DAY OF THIS PROPOSAL AND THE ATTACHED INFORMATION IS RECEIVED AND FILED BY THE COUNTY OF MCHENRY.

**Please list below other costs that may be associated with this service or used additional sheets if necessary:

Estimated start date after receipt of purchase order: # _____ days.

Estimated time of completion: # _____ days

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

YES	NO

REFERENCES

AUTHORIZED NEGOTIATORS:

Name: _____
Phone # _____
Title: _____

Name: _____
Phone # _____
Title: _____

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

Entity:

Address:

City, State, Zip Code:

Telephone Number:

Contact Person:

Entity:

Address:

City, State, Zip Code:

Telephone Number:

Contact Person:

Entity:

Address:

City, State, Zip Code:

Telephone Number:

Contact Person:

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

CERTIFICATIONS

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

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

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

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

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

Name: _____ Title: _____

Address: _____

Name: _____ Title: _____

Address: _____

Name: _____ Title: _____

Address: _____

Name: _____ Title: _____

Address: _____

Name: _____ Title: _____

Address: _____

If needed please submit any additional sheets.

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PROPOSER'S CERTIFICATION

I have carefully examined the Request for Proposal, Requirements for Statements of Qualifications, Scope of Services Background, and any other documents accompanying or made a part of this Request for Proposal.

I hereby propose to furnish the goods or services specified in the Request for Proposal. 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 proposal 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