

**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

*July 17, 2018 by 2:00 P.M. (CST)*

**For:**

**BID #18-41  
Re-Bid COMMISSARY SERVICES**

CONTACT PERSON – ADAM LETENDRE  
DIRECTOR OF PURCHASING  
Phone - (815) 334-4818  
Fax - (815) 334-4680

<b>MAILING ADDRESS:</b> Purchasing Department 2200 N Seminary Ave #200 Woodstock IL 60098	<b>DROP OFF IN PERSON:</b> Purchasing Department 667 Ware Road #200 Woodstock IL 60098
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COMPANY

DATE

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CONTACT PERSON

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ADDRESS

E-MAIL ADDRESS

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CITY, STATE AND ZIP

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TELEPHONE NO

FAX NO.

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FEIN, or Social Security NUMBER

The attention of bidders is directed to the McHenry County Purchasing Ordinance, revised April 1, 2018. 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 Purchasing office.

**SCOPE OF WORK**

Provide Commissary Services to the McHenry County Division of Corrections as outlined within this document. This is a multi-year bid. Years 1 and 2 from December 1, 2018 through November 31, 2020; Year 3, optional, from December 1, 2020 through November 31, 2021 and Year 4, optional, from December 1, 2021 through November 31, 2022.

Subject to continuing need and availability of funds. All requirements are per specifications enclosed herein.

**SCHEDULE OF EVENTS**

June 22, 2018	Bid Available
July 6, 2018	Vendors Questions Submitted via email to <a href="mailto:purchasing@mchenrycountyil.gov">purchasing@mchenrycountyil.gov</a> or fax to 815-334-4680 by <b>12:00 P.M.(CST)</b>
July 11, 2018	Vendors Questions Answered via Addendum and Posted on Website by 4:00 P.M.(CST)
July 17, 2018	<b>BID DUE</b> in Purchasing by 2:00 P.M.(CST) (No electronic bids accepted)
July 25-26, 2018	Software Demos Scheduled

**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](http://www.co.mchenry.il.us) under BIDS and RFP's. If wage rates change during the course of the project, the new rates will be available in the County of McHenry Purchasing Office. Contractors may access the Illinois Department of Labor website for updates at [www.state.il.us/agency/idol](http://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 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.

#### 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:

\$1,000,000 per occurrence and \$2,000,000 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:

\$1,000,000 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 BY 2:00 P.M. (CST) ON JULY 17, 2018.**

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

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

#### SUBMITTAL

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

#### GENERAL CONDITIONS

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

#### AWARD OF ORDER

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

### WORKMANSHIP

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

### MISCELLANEOUS

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

### EXCEPTIONS

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

### ALTERNATES

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

### FULL PRICING AND CONTINGENCIES

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

### RECOURSE FOR UNSATISFACTORY MATERIALS

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

### TERMINATION

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

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

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

### CHOICE OF LAW AND VENUE

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

**COMPLIANCE WITH LAWS**

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

**REJECTION OF BIDS, WAIVER OF IRREGULARITIES**

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

**PROTEST PROCEDURES**

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

**BIDDER'S ATTACHMENT TO THE BID**

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

**DELIVERY**

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

**FREIGHT**

Freight is all inclusive unless otherwise stated.

**FUEL SURCHARGE**

The County of McHenry does NOT accept any fuel surcharges.



## SPECIFICATIONS

The County of McHenry is seeking qualified bidders to provide Commissary Services to the McHenry County Division of Corrections as outlined within this document. This is a multi-year bid. Years 1 and 2 from December 1, 2018 through November 31, 2020; Year 3, optional, from December 1, 2020 through November 31, 2021 and Year 4, optional, from December 1, 2021 through November 31, 2022.

### **1. BACKGROUND**

#### OVERVIEW:

The McHenry County Adult Correctional Facility is smoke-free and 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 Immigration and Customs Enforcement (I.C.E.), Bureau of Prisons (BOP), U.S. Navy and the U.S. Marshalls through contractual agreements. 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) can fluctuate from 350-550. There is NO GUARANTEE of inmate/ICE Detainee population or of sales generated.

All inmates/ICE detainees are housed in one building. Inmates/ICE Detainees are housed according to classification and assigned to one of four housing blocks in the jail. Each of the four housing blocks consists of 4-6 sections each with capacities from 12 to 64 inmates/ICE detainees per section. Inmates/ICE detainees wear a wristband without barcodes.

Currently, commissary orders are processed via a kiosk using a Cat6 data connection in every housing section and in Male and Female Booking areas. Orders are processed off-site. Commissary orders arrive at the jail loading dock in contractor owned rolling shelved containers. The commissary contractor employees will bring the rolling shelved carts from our Dock to our Warehouse. The contractor uses one to two inmate workers to move the carts and to assist the contractor. The contractor takes the rolling shelved carts to the Blocks and dispenses the commissary to the inmates/ICE detainees. The contractor issues credits for any missing or damaged items.

Commissary sales are estimated to average from \$4,500.00 to \$7,500.00 weekly. Inmates/ICE detainees may place an order one time per week.

There will be a spending limit of \$100.00 weekly per inmate/ICE detainee.

Our facility will choose the items that can be sold from the contractor to our inmates/ICE detainees.

Inmates/ICE Detainees are also limited in the weekly total amount of items they may order from categories as follows:

- 20 candy items
- 25 snack items
- 20 beverage items
- Food 15 items
- Pastry/Cookies 15 items
- Condiments 30 items
- Varied limits on hygiene and stationary items
- Unlimited stamped envelopes
- Unlimited pre-paid USPS Priority Envelopes for 8.5'X11" papers

The current Jail Management Software (JMS) utilized in the facility is TriTech. Inmate telephones, inmate video visit kiosks and jail lobby kiosk for the public are operated and maintained through a contract with IC Solutions.

Inmates/ICE detainees are given the opportunity through commissary to purchase telephone “debit time” that is credited to their phone account through the IC Solutions inmate 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 contractor, not a method of generating commissions.

Indigent supplies are handled through the commissary contractor. Inmates/ICE detainees are considered indigent when their funds are \$14.99 or below for 30 days. There are four (4) different types of indigent kits needed for sale to the inmates and ICE detainees; some will generate a negative balance on the indigent inmate kits only. Only ICE detainees do not go into a negative balance on their commissary account for indigent kits. Software must track all types of indigent sales and the free hygiene kits for ICE detainees only:

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

Indigent hygiene kits include;

- One (1) toothbrush
- One (1) toothpaste .85 ounce Maximum Security tube
- One (1) wrapped 1.25 ounce antibacterial bar soap
- One (1) plastic pocket 5”comb
- One (1) conditioning shampoo 1 ounce
- One (1) lotion packet .25 ounce

Indigent writing kits include;

- Ten (10) sheets of yellow lined paper
- Eight (8) stamped #10 envelopes, no window
- One (1) golf pencil

## **2. COMMISSARY SERVICES**

### **SCOPE:**

It is the intent of the County and the Sheriff's Department to enter into a contract with a qualified contractor 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:**

1. Contractor to install, maintain, and operate computer equipment, kiosks and systems to support contractor's commissary operations and inmate/ICE detainee trust accounting. Installation, maintenance, service, repair 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. The contractor will handle all aspects of distributing the ordered products to the inmates/ICE detainees.

2. Contractor must provide a software program for tracking inmate dollars, inmate payroll, inmate debts, group charge for specified services and inmate purchases.

- a) In addition, software MUST have the ability to balance monthly statements and merging of inmate/ICE detainee accounts with transactions (funds) moved over to a new master account.
- b) Software must be able to transfer check files for “Positive Pay” function with our bank, BMO Harris.

- c) Software MUST have the ability to filter searches by debt (paid/unpaid), items ordered by inmates and housing locations (blocks/sections/cell).
- d) Software MUST have the ability to be networked to approximately twenty-five (25) 'in-house' computers located throughout the facility.
- e) Software MUST allow County corrections personnel to upload documents to kiosks for inmate viewing and retrieval (i.e. Inmate/Detainee Handbook, etc.).
- f) Software MUST facilitate electronic communication between inmates and County corrections personnel via kiosks; at least 22 kiosks will be needed. This will facilitate multiple communication requirements, such as inmate requests, medical, booking, etc. Communication must allow inmate to choose corrections personnel or corrections category (i.e. booking, medical, programs, etc.).

3. Contractor MUST be able to interface to the County of McHenry's jail management software, Trittech, (contact: Sara Wise-Martinez, [Sara.Wise@tritech.com](mailto:Sara.Wise@tritech.com)), the inmate telephone system software and the front lobby kiosk provided by IC Solutions/Access Corrections, (contact: Vince Laurita [vlaurita@icsolutions.com](mailto:vlaurita@icsolutions.com)). All Interfaces and upgrades to the program will be made with 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
- Jail I.D. Number
- Detention type: County (MCJ), ICE, etc.
- Housing location; Block, Section, cell
- Address
- Date of Birth
- Driver's License #
- Fed/ICE #
- Alias
- Race
- Booking date & release date

4. The interface must also have the ability to retrieve detailed deposit information to the inmate/detainee's trust account made through Access Corrections in real time. Information regarding telephone debit time purchased must be electronically transmitted to IC Solutions every 3 minutes.

5. The contractor will have their own on-site server. That server is connected to approx. 25 in-house inmate kiosks. The commissary application which is installed onto our county computers is routed through our network to their on-site server. Contractor has to supply your own internet service. Comcast is the main provider, and Verizon is our secondary provider. As for Data Switches, the vendor has to provide their own switch, but we already have data infrastructure set up and we can route you through our current structure without you actually being on our network. More detailed information would have to come from County IT after a contractor has been selected.

6. The contractor must provide technical phone support twenty-four (24) hours a day, seven (7) days per week.

7. The inmates/ICE detainees will have a choice of check or debit card upon their release. Contractor must provide two (2) check printers that will endorse each check at the time it is written with the Sheriff's signature and must provide all equipment for debit release cards. Contractor must provide one (1) computer and monitor for the Programs Office.

8. The contractor must provide an item number for sales of IC Solutions telephone debit time and a report of sales transferred to IC Solutions.

9. The contractor must provide a wide selection of Brand Name products; packaged food, candy, powdered non-alcoholic beverages (no soda), health and general merchandise. The Sheriff or his designee shall approve all products provided. The commissary contractor will have a space located in the basement of the jail to use as an office and storage for some of their products, if needed. The contractor will supply any equipment needed, desk phone, computer, shelving, etc. This room has electrical, one data line, and one telephone line.
10. The contractor must purchase and pay for all commissary items provided, equipment, supplies and services utilized for the Correctional Facility Commissary operation, including but not limited to, kiosks, computer hardware and software.
11. Commissary orders will be processed and delivered individually-bagged on a weekly basis. For each inmate's order, two (2) copies of the receipt will be in each bag. 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. Contractor must provide all equipment necessary to deliver the commissary to the inmates/ICE detainees. Shortages must be credited to the inmate's account by contractor.
12. The contractor must 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 their commissary operation. Contractor will be responsible for paying any Illinois sales tax due to the Illinois Department of Revenue.
13. Prices charged to inmates/ICE detainees for commissary items must be approved by Jail Administration and must comply with Illinois County Jail Standards section 701.250.
14. The commissary system shall operate on its own network system and shall not be directly connected to the McHenry County Computer Network System.
15. McHenry County Programs Office must receive the weekly invoice of sales that also shows the credit total on the invoice. McHenry County Programs Office will pay the contractor's invoice and pay the county commission portion to the McHenry County Inmate Welfare Account.
16. The software must give a weekly sales report; listing each item number, item name, quantity sold and total amount of sales for each item. This report will be given to the Programs Office. The software must give a weekly report of all credits issued each week; listing each item number, item name, quantity credited, inmate name, and total dollars credited to each inmate. This report will be given to the Programs Office.
17. 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.
18. Contractor, upon award, must provide a detailed implementation and transition schedule to be approved by the Sheriff's Department.
19. Contractor may be asked to provide a brief program/software demonstration prior to award in order to validate all components of the bid requirements will be met. This is not for purposes of negotiation or sales. The demonstration is for technical purposes only. Demonstrations will be scheduled after bid opening, for the dates of July 25 – July 26, 2018.
20. County Corrections Administration reserves the right to suspend commissary sales on an as-needed basis.
21. County Corrections Administration reserves the right to review and potentially add services, such as: public-purchased commissary and/or additional in-house commissary sales, throughout the term of this contract.

## **SOFTWARE (general)**

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

## **ACCOUNTING**

14. Describe program security features as they relate to individual user accountability (i.e. automatic log out, audit tracking, etc.)
15. 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?)
16. Describe the process for paying out and closing a detainee/inmate 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.
17. Describe any additional accounting and/or balancing features available.
18. Describe how missing items are credited.
19. Describe how missing or incorrect orders are handled.

## **REPORTS**

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

## **BANK STATEMENT/BALANCING**

22. Describe the process for balancing bank accounts.

## **GENERAL**

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

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**Summary of bid requirements:**

- |  |     |    |
|--|-----|----|
| 1. Do you currently, or are you able to provide integration with Tritech?<br>At what intervals are the files transferred?<br><hr/>   | YES | NO |
| 2. Do you currently, or are you able to provide integration with IC Solutions?<br>At what intervals are the files transferred?<br><hr/>  | YES | NO |
| 3. Do you currently, or are you able to provide integration with Access Corrections?<br>At what intervals are the files transferred?<br><hr/>  | YES | NO |
| 4. Please confirm that there are no costs incurred to McHenry County for software customization, upgrades or interfaces for the life of the contract.  | YES | NO |
| 5. Does your software have the ability to set limits and/or restrictions on commissary orders (i.e. inmates in disciplinary segregation, various medical restrictions, etc.)?  | YES | NO |
| 6. Please confirm your software's ability to produce, at a minimum, the following reports:   |     |    |
| a. Active/inactive inmate balances with housing location   | YES | NO |
| b. Monthly Balance Statement   | YES | NO |
| c. Deposits & electronic deposits  | YES | NO |
| d. Debts   | YES | NO |
| e. Credits   | YES | NO |
| f. Account payable/receivables   | YES | NO |
| g. Active/inactive inmate balance ledgers showing all transactions, jail ID # and housing location<br>YES NO   |     |    |
| h. Commissary item # sales, who purchased a particular item w/ housing location  | YES | NO |
| i. Commissary sales weekly & monthly, <i>INCLUDING DETAILS BELOW</i>   | YES | NO |
| - Item #   |     |    |
| - Inmate #   |     |    |
| - Housing Units  |     |    |
| - Pricing  |     |    |
| 7. Software must facilitate electronic communication between inmates and County corrections personnel via kiosks; at least 22 kiosks will be needed. This will facilitate multiple communication requirements, such as inmate requests, medical, booking, etc. Communication must allow inmate to choose corrections personnel or corrections category (i.e. booking, medical, programs, etc.).<br>Does the software for the kiosks have the ability to accomplish this? | YES | NO |

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8. Software must allow County corrections personnel to upload documents to kiosks for inmate viewing and retrieval (i.e. Inmate/Detainee Handbook, etc.).  
Does the commissary software accomplish this? YES NO
9. The inmates/ICE detainees will have a choice of check or debit card upon their release. Contractor must provide two (2) check printers that will endorse each check at the time it is written with the Sheriff's signature and must provide all equipment and software for debit release cards. One computer and monitor to be provided for the Programs Office. Please confirm this will be done. YES NO
10. The sale of telephone "debit time" should be a pass-through function only for the commissary contractor, not a method of generating commissions.  
Can the commissary contractor's software accomplish this? YES NO
11. Does the software program track inmate dollars, inmate payroll, inmate debts, group charge for specified services and inmate purchases and credits? YES NO
12. Is the software program able to transfer check files for "Positive Pay" function with our bank, BMO Harris? YES NO
13. Prices charged to inmates/ICE detainees for commissary items must be approved by Jail Administration and must comply with Illinois County Jail Standards section 701.250.  
Please confirm the approved items pricing complies with the County Jail Standards. YES NO

The above bullets are only a summary.

**\*\* FOR EACH BULLET POINT, BIDDER MUST CIRCLE YES OR NO  
TO INDICATE WHETHER OR NOT PRODUCT OFFERED MEETS THE BID  
REQUIREMENTS. \*\***

**ADDITIONALLY:**

A copy of commissary items available for purchase, showing individual prices, must be included with bid submittal.

Inmate sales may be taxed (to inmate/not County)



***THIS PAGE IS MANDATORY***  
**NO ALTERATIONS TO THIS PAGE WILL BE ACCEPTED**

**BID PAGE**

Description:	Year 1 12/1/18-11/30/19	Year 2 12/1/9-11/30/20	Year 3, optional 12/1/20-11/30/21	Year 4, optional 12/1/21-11/30/22
<b>Commission Rate %</b> (% Based on Total Sales Less Taxes, Phone cards & Postage)	%	%	%	%

- Inmate sales may be taxed (to inmate/not County)
- Bidder must include all Mandatory Pages filled out, in their entirety
- Bidder must include a copy of commissary items, showing individual prices

Exceptions to this Bid? \_\_\_\_\_

\_\_\_\_\_

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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:

Contact Email Address:

---

Entity:

Address:

City, State, Zip Code:

Telephone Number:

Contact Person:

Contact Email Address:

---

Entity:

Address:

City, State, Zip Code:

Telephone Number:

Contact Person:

Contact Email Address:

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**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  | <input type="checkbox"/> (IRC 501(a) only)       |
| <input type="checkbox"/> Not-for-Profit Corporation                               | <input type="checkbox"/> Trust or Estate         |
| <input type="checkbox"/> Medical and Health Care<br>Services Provider Corporation |  |

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

---

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

---

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

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Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

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Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

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Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

**If needed please submit any additional sheets.**

***THIS PAGE IS MANDATORY***  
**SIGNATURE PAGE**  
**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 **Original Signature**) (Title)

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

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

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

**End of Document**