



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

August 3, 2018 by 2:00 P.M. (CST)

FOR:

BID #18-36

(Step One)

INMATE FOOD SERVICE & OFFICER DINING ROOM

CONTACT:

Adam Letendre, Director of Purchasing

Phone - (815) 334-4818

Fax - (815) 334-4680

Email – purchasing@mchenrycountyil.gov

MAILING ADDRESS: Purchasing Department 2200 N Seminary Ave #200 Woodstock IL 60098	DROP OFF IN PERSON: Purchasing Department 667 Ware Road #200 Woodstock IL 60098
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PLEASE PRINT

COMPANY

DATE

CONTACT PERSON

ADDRESS

E-MAIL ADDRESS

CITY, STATE AND ZIP

TELEPHONE NO

FAX NO.

TIN (FEIN, or Social Security) NUMBER

The attention of bidders is directed to the McHenry County Purchasing Ordinance, approved August 1, 2014, 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 office of the Director of Purchasing.

SCOPE OF WORK

The County of McHenry is seeking bids for Inmate Food Service & Officer Dining Room at the McHenry County Correctional Facility. This is a multi-step bid. This is a multi-year bid; Years 1 & 2 from 12/1/18-11/30/20, Year 3, optional, from 12/1/20-11/30/21, and Year 4, optional, from 12/1/21-11/30/22.

A site visit, with pre-bid meeting to follow, will be held Thursday, July 19th at 9:30am (CST) at the McHenry County Correctional Facility (lobby), 2200 N Seminary Avenue, Woodstock, IL, 60098. ATTENDANCE IS HIGHLY RECOMMENDED.

Subject to continuing need and availability of funds. Bid per specifications contained herein.



SCHEDULE OF EVENTS

July 13, 2018	Bid Available
July 19, 2018	Site Visit with pre-bid meeting: McHenry County Correctional Facility (lobby), 2200 N Seminary Ave., Woodstock, IL at 9:30 AM (CST)
July 24, 2018	Vendors Questions Submitted via email to purchasing@mchenrycountyil.gov or by fax to 815-334-4680 by 12:00 P.M.(CST)
July 27, 2018	Vendors Questions Answered via email/fax and posted on Website by 4:00 P.M.(CST)
August 3, 2018	Bid due; Step One (Request for Qualifications/Menus) in Purchasing by 2:00 P.M.(CST)
August 21, 2018	Approved Menus Available to bid for Step Two
August 30, 2018	Bid due; Step Two (Request for Pricing) in Purchasing by 2:00 P.M. (CST)

PAYMENT

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

NON-DISCRIMINATION

Contractor must 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 must 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.

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 must 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 must continue to participate in and must encourage other public jurisdictions to participate with the County in the purchase of products containing recycled content. Participation in such cooperative systems must 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 must 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 must 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 must be made directly by the governmental unit to the Vendor. The County of McHenry must not be responsible in any way for such purchase orders or payments. All terms and conditions of this contract must 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 must not relieve the bidder from obligation under this Bid as submitted. All addenda so issued must 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 must ascertain prior to submitting a bid that all addenda issued have been received and, by submission of a bid, such act must 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 must 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 must 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 must be acknowledged on the Certificate of Insurance by the insurance company;
- (c) The County of McHenry must be provided with thirty (30) days prior notice, in writing, of Notice of Cancellation or material change and said notification requirement must 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 must contain an endorsement naming the County of McHenry as an additional insured. A copy of the endorsement must be provided to McHenry County along with the Certificate of Insurance; and
- (e) have McHenry County and Wold Architects and Engineers 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

- (e) Insurance Notices and Certificates of Insurance must 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 must 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).

Step One BIDS are DUE by 2:00 P.M. (CST) on AUGUST 3, 2018.

Step Two BIDS are DUE by 2:00 P.M. (CST) on AUGUST 30, 2018.

SEALED BID ENVELOPES ARE TO BE CLEARLY MARKED WITH THE BID NUMBER, BID 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 must 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 must be manufactured according to the highest traditions of the industry and must meet all commercial standards of quality. The County must 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 must 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 must 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 must 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 must 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 must be canceled. The exercise of its right of cancellations must 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 must 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 must 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 must 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 must 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 must be the Circuit Court of the 22nd Judicial Circuit of McHenry County, Illinois, and the bidder hereby consent to the personal jurisdiction thereof.

COMPLIANCE WITH LAWS

The bidder hereto covenants and agrees to comply with all applicable federal, state, and local laws, codes, ordinances, rules and regulations. Failure to comply with the terms of this provision must 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 must 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 must 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 must 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.

LITIGATION

Bidders are required to disclose if they have been a party to any lawsuits or arbitration proceedings involving their services within the last five years. Provide a status or outcome of any such proceedings disclosed.

SPECIFICATIONS

The County of McHenry is seeking qualified vendors to Provide Inmate Food Service and Officer Dining Room at the McHenry County Correctional Facility as outlined within this document. This is a multi-year bid. Years 1 and 2 from December 1, 2018 through November 30, 2020; Year 3, optional, from December 1, 2020 through November 30, 2021 and Year 4, optional, from December 1, 2021 through November 30, 2022.

THIS IS A TWO (2) STEP BID PROCESS.

A two-step process will be used:

- 1) to evaluate Vendors and Menus (Step one)**
- 2) to allow only qualified firms to submit pricing on approved menus (Step two)**

All of the vendor qualifications and menus submitted will be reviewed and evaluated by County staff and a decision made as to which Vendors are qualified and which are not. Menus must be reviewed, approved and signed off by a registered Illinois licensed dietician and accompanied by a copy of their registered Illinois dietician's license and CDR credential per specifications. Only those Vendors found to be qualified will be allowed to proceed to Step Two. In addition, those menus deemed nutritionally acceptable will be added to the "menu pool" which will be bid upon in Step Two. McHenry County defines menus that are "Nutritionally Acceptable" as menus that meet the bid specifications, meet the standards of the National Commission on Correction Health Care (NCCHC), The American Correctional Association (ACA), and the Illinois Department of Corrections Jail Standards.

In order for a Vendor to be considered responsive in Step One, it must submit all information requested including appropriate signatures by the deadline outlined on the bid documents.

STEP ONE – REQUEST FOR QUALIFICATIONS

Qualifications in Step one will be evaluated on the factors listed under "Specifications Step One – Evaluation". Only those Vendors given a "pass" rating, in all categories, will be allowed consideration for Step two.

STEP TWO – REQUEST FOR PRICING

Vendors that have received a "pass" rating in all categories of Step One will then have the opportunity to submit sealed Step Two Pricing.

Step two will consist of only qualified Vendors (as deemed so in Step one) bidding on approved menus. Once a menu has been deemed nutritionally acceptable, it will be added to the "menu pool" which will consist of all of the acceptable menus submitted by all of the vendors in Step one. Vendors will be encouraged to submit pricing on any/all acceptable menus in the pool.

Each pricing submittal shall be in a separate sealed envelope identifying the MENU being bid upon (to avoid confusion). This would allow for multiple Vendors submitting multiple pricing proposals.

STEP ONE

STEP ONE – REQUEST FOR QUALIFICATIONS and MENUS – EVALUATION CRITERIA:

Qualifications in Step one will be evaluated on the factors listed below. Only those Vendors given a “pass” rating, in all categories, will be allowed consideration for Step two. To achieve a “pass” rating, the submittals must meet the criteria listed below:

- **Supervisor/Food Service Manager Resume:** the Vendor must provide a resume for the Supervisor/Manager, and identify staff member with Sanitation Manager Certification from the Illinois Dept of Public Health.
- **References/Company Information:** the Vendor must provide a general history, description and status of their company. The Vendor’s company must have been engaged in the provision of food services to jail/correctional/detention facilities for a minimum of at least three (3) years. Three (3) references must be provided that are for facilities that have had (at the time of your service) a rated capacity of 250-700 beds.
- **Contingency Plan:** the Vendor must provide a written plan and identify any potential off-site facilities and related required resources used in a contingency situation. In addition a contingency list noting any services required that would alter your bid pricing.
- **Transition Plan:** the Vendor must provide a written plan and timeline that is sufficiently detailed to provide for feasibility evaluation.
- **Inmate Menu** – that includes an additional sack meal plan & holiday meal menu
 - Vendors must submit **three (3) menu plans**, each covering a minimum of five (5) weeks.
 - A statement from a registered dietitian licensed in the State of Illinois certifying that the submitted menus meet all of the bid requirements must be submitted with this bid response. In addition, a copy of the dietitian’s license must be included in this bid.
 - Once a menu has been deemed acceptable, it will become part of the menu pool. Vendors will be required to sign a waiver allowing any other Vendor in the bid process to provide pricing on any of the acceptable menus in the pool.
 - McHenry County will allow approximately a one (1) week period of time for vendors to ask any questions and submit any exceptions prior to the release of Step 2.

STEP TWO

STEP TWO – REQUEST FOR PRICING

Step two will consist of only qualified vendors (as deemed so in Step one) bidding on approved menus. Once a menu has been deemed nutritionally acceptable, it will be added to the “menu pool” which will consist of all of the acceptable menus submitted by all of the vendors in Step one. McHenry County defines menus that are “Nutritionally Acceptable” as menus that meet the bid specifications.

Step two documents will include the Bid Page containing approved menus and other required pricing.

SCOPE OF WORK:

The vendor must provide inmate food services inclusive of obtaining and overseeing all necessary food/beverage products, supplies (except where specifically noted otherwise), and labor for the McHenry County Adult Corrections Facility, a 650 bed facility with a 2017 average daily population of 437 inmates. The vendor must be responsible for food preparation and delivery of meals as further defined herein. The vendor must maintain a supply of inventory and provide staffing for all administrative and operational functions as described in this Bid. Food service must meet the standards of the National Commission on Correction Health Care (NCCHC), the American Correction Association (ACA), and the Illinois Department of Corrections Jail Standards.

1. Staffing

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

A. Security Clearance/Jail Access

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

B. Training

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

2. Inmate Labor

- a) County sentenced inmates and Immigration detainees that meet the department criteria may be eligible to volunteer in the jail kitchen. McHenry County does not guarantee any specific number of inmate workers. However, Jail Administration may provide inmate workers in varying and fluctuation quantities (except during lock down or other emergencies).
- b) Inmate workers may be used for the preparation of food under supervision of the vendor's staff, delivery of meals (within the jail), and general sanitation and cleaning.
- c) In no event shall inmates supervise or have authority over other inmates.
- d) All inmate worker assistance is strictly voluntary and the vendor must utilize inmate workers at its own risk. The County will provide security and assignment of appropriate inmates, but not supervision of daily tasks.
- e) The vendor shall be responsible for documenting and notifying Jail Administration of rules violations by inmate workers in the food service area. Jail Administration shall be responsible for taking appropriate disciplinary action.
- f) The vendor shall have the right to request Jail Administration remove inmate worker(s) from the food service assignment.

A. Training

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

3. Supervision

- a) The vendor must have supervisory staff in attendance at all times in the area when inmates are present for daily tasks.

4. Scheduling

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

A. Staff times:

- (1) Jail Kitchen Shift: 6:00am to 6:00pm
- (2) Officer Dining Room (ODR) Shift: 7:00 am to 5:00 pm

B. Inmate workers:

- (1) 1st Shift: 7:00 am to 1:00 pm (Shift & Schedule is determined by Classification Office)
- (2) 2nd Shift: 1:00 pm to 7:00 pm (Shift & Schedule is determined by Classification Office)

5. Safety

- a) The vendor must be responsible for providing a safe work environment, including personal protection gear for the inmate workers and staff.
- b) Signage is currently in place and required around equipment stating the requirements for use and required protective clothing to be worn.
- c) The vendors and on-site staff shall be required to work closely with jail staff to insure the safety of all employees, inmates, and staff in the food service area. Corrective action will be taken of all staff for not following safety protocols.
- d) It shall be the responsibility of the vendor's staff to report to the Jail Administration any actions or alleged action of the jail population, which violates any policy or procedure of the jail.

- e) All accidents must be immediately reported to jail staff. The injured party and any witnesses must fill out an Accident Report and a copy of the report must be forwarded to the Jail Administration immediately.

6. **Security**

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

7. **Sexual Assault/Prison Rape Elimination Act (PREA)**

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

8. **Delivery of Food/Supplies**

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

9. Supplies

- a) The vendor must purchase, receive, store, and inventory all consumable supplies, food products, commodities, and equipment not supplied by the County, but necessary for an efficient, sanitary, and economically sound operation of services specified.
- b) The vendor must maintain at all times a seven (7) day minimum food supply.
- c) The vendor is providing the initial inventory of trays (X-Tray by Cortech) for inmate services. The vendor is responsible for maintaining an inventory accounting of these trays. The vendor will provide a quarterly count of all inmate trays to Corrections Administration. The vendor will also be required to purchase and maintain new trays and furnish reusable heavy-duty plastic cups and spoons for all feeding operations as needed, at no cost to the County. The type of cup and spoon must be approved prior to use. The vendor will provide the county with all items, trays, cups, spoons, beverage containers delivered to each housing unit for each meal. The vendor will record all returning items; tray, cup, spoons, and beverage containers. Any discrepancies shall be reported immediately to Corrections Administration. The vendor is responsible for the replacement of missing items that are not recovered or returned after each meal from housing units.

10. Storage & Storage Space

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

11. Equipment & Facilities

- a) The County shall supply all utilities relating to the operation of the food service area, including one telephone line to the food service area. The vendor shall direct efforts at conserving utilities whenever possible.
- b) The vendor must not make any alteration on the premises, including additional partitions or fixtures without the written consent of the County.
- c) No signs, pictures, bulletins, advertisements, or notices of any kind shall be painted, inscribed or affixed to any part of the premises or any part of the building until said items have been submitted and approved by the Jail Administration.
- d) The County shall provide, install, maintain, repair, and permit the vendor to use the capital equipment, which the County deems necessary for food service and related activities. Equipment may be viewed during the site visit and pre-bid meeting.
- e) The vendor must provide all utensils, tools, etc., required for all food preparation and serving, with inventory control numbers engraved, or otherwise permanently adhered, to each item.
- f) The vendor must provide flexible, security spoons, to be approved by Corrections Administration
- g) The vendor must provide breakfast trays & additional drying racks. Breakfast tray must be Design Specialties Inc., #FC-442 with matching lid.

- h) Prior to the actual start-up of food service, the vendor and the County shall conduct a complete inventory of non-food supplies. A list of such equipment, along with pictures shall be compiled and a statement of the condition of each item shall be made. The County and the vendor shall retain copies of the inventory.
- i) All utensils, tools, equipment, etc., must be in new condition at the commencement of this contract.
- j) The vendor agrees to keep all equipment in good order and return all such equipment to the County at the conclusion of the contract in the same condition, with normal wear being expected.
- k) The vendor shall be responsible for the replacement of tableware including inmate meal trays during the term of this contract. Spoons and trays are counted both going into and out of the kitchen and each housing unit daily by Corrections staff.
- l) The vendor and a representative of the jail staff must conduct a joint inventory, at least semi-annually on all capital equipment and County owned equipment.
- m) The vendor must supply all on-site management with equipment to communicate with jail staff.
- n) The vendor must fill out a maintenance request for any kitchen equipment needing repairs. If County Facility Operations staff are unable to repair the equipment, the Corrections staff will call in vendors when needed to make repairs.

12. Meals and Menu Requirements

- a) The vendor must provide food service 365 days a year, three (3) meals per day to the inmates at regular meal times during each 24-hour period, with no more than fourteen (14) hours between the evening meal and breakfast.
- b) The Vendor must provide a minimum of two (2) hot meals and a maximum of one (1) cold meal per day, seven (7) days per week, together with sack lunches of comparable nutritional value, as required by the County. There are currently approximately forty (40) sack lunches prepared daily. The current sack meals and special diets are not a guarantee of future needs but specified here for informational purposes only. McHenry County Sheriff's Correctional Division provides the meal counts for each meal every day. Meals are to be placed on a disposable tray upon the request of McHenry County. The Vendor shall provide condiments such as salt, pepper, ketchup, mustard, jelly, etc., at no additional cost to the County, and shall not be limited to one (1) condiment per meal. Menu(s) submitted must include the condiment quantity for each meal. Detailed menu requirements are listed in this document.
- c) Breakfast will be cold, served on a separate-colored tray.
- d) Lunch & dinner will always be hot meals.
- e) Meals must not be served earlier than: 6:30 a.m. for breakfast, 11:00 a.m. for lunch, and 4:30 p.m. for dinner.
- f) Milk to be served/offered a minimum of twice (2) per day.
- g) The vendor must assure the dietary operation for the jail and is in compliance with the National Commission on Correction Health Care (NCCHC), the American Correction Association (ACA), and the Illinois Department of Corrections Jail Standards. Food must be of sufficient nutritional value and provide a minimum of 1,800 to 2,000 calories per day (excluding beverage). All menus must be approved by the vendor's registered dietitian to assure compliance. Vendor must submit a statement from a registered dietitian certifying that the submitted menus meet all of the requirements of this bid. A copy of the registered Illinois dietitian's license must also be included with bid.
- h) Prior to menus being used they will be reviewed and approved by the Chief of Administration. Recipes with detailed ingredients and nutritional analysis must also be provided upon request.
- i) The vendor shall maintain standard recipes in the kitchen for each item to be prepared. All recipes shall be utilized by cooks in preparing each meal and shall include the cooking procedures, ingredients, and quantities required. Recipes shall be made available upon request for audit or inspection.
- j) The menus must be planned with products and recipes that have proven inmate acceptability. There shall be a method in place to monitor inmate preferences and to make acceptable adjustments.
- k) It is expected that menu substitutions will be kept to a minimum, however the Jail Administration must be notified of substitutions as they occur. Compliance with all other requirements, such as the number of calories per day, must be adhered to. Substitutions must be of same or higher quality food (example: meat and starch must be replaced with same)

- l) All meals must be transported and served at appropriate temperatures (140 degrees for hot and 45 degrees for cold) and in a manner that makes the food palatable and visibly pleasing. All meals shall come complete with appropriate condiments (dressing, salt, pepper, sugar, catsup, mustard, mayo, etc.).
- m) All food, meals, pre-packaged or otherwise, must be served prior to “use by” and “expiration date”.
- n) **All vendors must submit three (3), five (5) week menus.** The cost per meal will be submitted in Step Two on the Pricing Document.
- o) The vendor must provide traditional type meals to be served on holidays at contract rates. The vendor must include in their proposal, response policies for serving special, traditional meals on holidays to include Thanksgiving, and Christmas. Proposed menus and the holiday in which they will be served shall be identified.
- p) The average daily population (ADP) for the facility in 2017 was 437 inmates.
- q) In addition to average daily population Booking receives an average of 66 meals each day (breakfast, lunch and dinner) on a tray or sack meals Monday through Friday and on average 15 tray meals a day on Saturday and Sunday.

A. Menu Description Requirements:

- (1) Menus submitted in the bid must include clearly defined descriptions of food items.
- (2) All menu items must be listed with weight or volume measurements (e.g. ½ c, 3 oz., wt., etc.). All cake, muffin and cornbread portions that are cut in a pan must indicate the size of the cut (e.g. 1/60 cut).
- (3) Casseroles must be a minimum portion of 10 oz. portion weight.
- (4) For items purchased already fully cooked (e.g. breaded chicken patties), menu shall include weight either prior to reheating or following reheating.
- (5) The ground meat to be served must be indicated on the menu. For example, if ground poultry will be utilized in the casserole, that must be indicated on the menu. If diced meat is intended to be served in a casserole, indicate diced in the name.
- (6) If imitation cheese is intended to be served, it must be indicated on the menu.
- (7) Appropriate condiments to be served must be included on the written menu.
- (8) Pork, pork products and bone-in meat **are not** allowed on any menu in this facility.

B. Balanced Menu Planning Requirements

- (1) The menu shall be planned with products and recipes with proven inmate acceptability. The Vendor shall include, in the bid, a method to monitor inmate preference and to make acceptability adjustments.

- (2) A variety of food flavors, textures, temperatures, and appearances shall be used.
- (3) To maintain acceptability, the following menu planning standards will be used:
 - a) At least once weekly; a hamburger or cheeseburger on a bun with appropriate condiments will be provided
 - b) At least once weekly; another hot sandwich item will be served on a bun with appropriate condiments provided.
 - c) Casserole items (e.g. Spaghetti & meat sauce, chili, ham & potato casserole, and similar items will be limited to six (6) meals per week (lunch or dinner). The remaining meals will consist of entrees of sliced or pre-portioned meats, breaded or un-breaded patties or hot or cold sandwiches.
- (4) To assure that meals are appealing; a minimum number of menu components are required for each meal:
 - a) Casseroles cannot count as two items
 - b) Bread, condiments, and beverages do not count as components
 - c) Breakfast meals will consist of at least 3 components. Lunch and Dinner meals will each consist of at least 4 components.

C. Fruit and vegetable requirements:

- a) To assure a minimum level of menu quality, at least five ½ cup fruit and vegetable equivalents are required each day on the menu. A minimum daily variety of four different fruits and vegetables shall be used to meet the requirement.
- b) Items such as fruit drink, rice and noodles do not qualify as fruit or vegetable equivalents.

D. Nutritional Requirements

- 1) Menus will provide weekly average calories per day as noted in the Option Requirements below in addition to all required nutrients.
 - 2) Menus will provide a weekly average of at least 10% of calories as protein per day. This will be met by providing a minimum of 4 oz. of meat or meat equivalent per day, excluding breading. A meat or meat equivalent may include meat, eggs, cheese, peanut butter or soy. (With no more than 25% soy in any meal).
 - 3) No organ meats shall be allowed in any ground meat.
 - 4) Nutritional Analysis – tied to actual recipes & products proposed
- a) An item-by-item computer nutritional analysis of the menu with a weekly summary indicating the percentage of compliance to the RDA values for the population shall be submitted with the bid. Fiber shall average at least 25 g per day.

- b) Each item on the menu shall have specific nutritional values based on recipes that will be used in the facility. For example, the specific calories, protein, fat, sodium, calcium, iron and vitamins in the recipe that will be used for beef, macaroni, and identified on the computer analysis.

5. Menu & analysis certified by R.D.

- a) A registered dietitian must certify the inmate menu(s) in the bid with a signed nutritional compliance statement for the age and sex of the population. A copy of the dietitian's ADA registration card must be submitted with the bid.
- b) A registered dietician will approve all menus prior to service and annually thereafter. All meals served will be consistent with the most recently published Recommended Dietary Allowances and Dietary Reference Intakes for adult males as established by the National Academy of Sciences.

E. Menu Specifications – Additional Menus

1) Low Cost Menu

- a) Menus will provide a weekly average of 2,900 calories per day in addition to all required nutrients
- b) Avoid excessive fat calories
 - 1. To avoid excessive fat calories, and provide more stomach filling bulk on the menu, portions for margarine, butter, salad dressing, and mayonnaise shall be restricted on the menu. A maximum of ½ oz. shall be used as a margarine or salad dressing portion. Sandwich meals shall include appropriate low fat condiments like mustard and catsup, not unnecessary margarine.

2) Heart Healthier Menu

- a) Menus will provide a weekly average of 2,600 calories per day in addition to all required nutrients.
- b) Fat calories limited to a weekly average of 33% of calories.
 - 1. To avoid excessive fat calories, and provide more stomach filling bulk on the menu, portions for margarine, butter, salad dressing, and mayonnaise shall be restricted on the menu. A maximum of 1/3 oz. shall be used as a margarine or salad dressing portion. Sandwich meals shall include appropriate low fat condiments, not unnecessary margarine.
 - 2. Saturated fat is limited to a weekly average of less than 10% of calories per day (approx. 29 grams).
- c) Sodium is limited to a weekly average of 4500 mg per day.
- d) Cholesterol is limited to a weekly average of 300 mg per day.

3) Court Sack Meals

- a) For approximately 40 inmates, five days a week, sack meals for court are to be provided. These meals are in place of housed inmate meals. A small quantity of Court Sack meals may be required for inmates that are not a part of the inmate count at the facility.
- b) Court sack meals are to consist of:
 - 1. Two sandwiches made with 4 slices of bread (or 4 oz. roll) and 3-oz. meat and/or cheese
 - 2. 2 pc. condiments
 - 3. Two of the following: Fresh fruit, chips, or dessert item
 - 4. Bulk beverage
 - 5. Sack meals are to be billed at regular inmate rates.

4) Medical & Religious Diets

- a) The vendor shall provide, at no additional cost, medical diets conforming to physician-ordered specifications.
- b) The vendor shall provide, at no additional cost, a lacto-ovo vegetarian and/or vegan diet for all religious requests from the administrative or religious authority. Other meals requested, such as prepackaged meals, shall be provided at mutually agreed upon pricing.
- c) Policies and Documentation Requirement
 - 1. The vendor will submit, with their bid, a sample of their corrections diet handbook

5) Holiday Meals

- a) The vendor shall include, in the bid, their policies for serving special meals (spirit lifters) on holidays.
- b) Proposed menus and holidays shall be identified. A minimum of five (5) spirit lifter meals shall be provided annually; including Easter, Thanksgiving, Christmas, and New Year holiday periods and one (1) meal to be scheduled at the discretion of the Corrections Administration.
- c) All such meals will be provided at contract rates.

6) Plan for Product Wholesomeness

- a) Vendor will warranty that:
 - 1. All meat products will be purchased from suppliers using HACCP (Hazard Analysis Critical Control Point) programs.
 - 2. All food items will be purchased from facilities and manufacturers that meet all applicable federal and state regulations for food safety, using only industry "best practices" to assure wholesomeness and maintain appropriate liability insurance on their products.
 - 3. Vendor will provide a written procedure for verification of food safety and quality of "spot buys" (defined as items purchased at a discount usually from a broker or distributor)
 - 4. Vendor will include, in the bid, its specific plan for maintaining safe and wholesome food in the facilities operated by this jurisdiction.

7) Documentation of meals served

- a) Served Menu record – Substitution policy
- b) Documentation of all meals served including substitutions shall be maintained. A plan for assuring nutritional compliance with substitutions shall be provided in the bid.
- c) The vendor shall outline procedures used to assure all meals will be served at appropriate temperatures and in a manner that makes them palatable, neat, and visibly pleasing.
- d) A total of each meal served with authorized signature from Corrections Administration, from the shift, which the meal was served. All meal records must have a Corrections Dept. signature. Meal records without a signature will not be accepted for payment.

8) Standardized recipes

- a) Standardized recipes with portion yield data for all items shall be available and utilized.

9) Special Diet/Restrictions

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

Special Diet	# of Inmates
Vegan	2
Kosher	3
Pregnancy	1
Food Allergy	6
Diabetic	3
Cardiac	4
Lactose Intolerant	2
Reli. – no beef	1
Gastro soft	0
Dental soft	0

- c) Special diets for religious reasons must be accommodated as directed by the policies of the jail. Meatless trays must be made available.
- d) The vendors must submit vegetarian, all types of religious, common-fare, and kosher menus.

1) Common-Fare Menu - Common fare is intended to accommodate inmates whose religious dietary needs cannot be met on the main line. The common-fare menu is based on a 14-day cycle, with special menus for the ten (10) Federal holidays. The menus must be certified as exceeding minimum daily nutritional requirements.

10) Incentive Meals

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

County Corrections Administration reserves the right to review and potentially add services, as needed, throughout the term of this contract.

F. Staff Meals & Beverages - ODR

- 1) The vendor must include food services and labor to manage a separate Officer Dining Room (ODR) five (5) days a week. Staff can purchase meals and sandwiches during hours of operation.
- 2) The vendor shall detail their recommendations for the County of an ODR program.
- 3) The vendor shall equip the ODR for self-service that includes 24-hour coffee service or dispensing unit, free of charge for Sheriff's staff, including 20 oz. cups, filters, stir sticks, coffee, sugar, creamer (canister), and sweet-n-low. (These break areas includes the Sheriff Office, not to exceed 3 lbs. per day. The total coffee demand shall not exceed 20 lbs. per week.) Usage by the Sheriff's Dept. above the stated amount will be negotiated.
- 4) The staff's food line shall be a higher quality of product, slightly larger portions, and offer additional condiments.
- 5) No vending machines from the winner of this bid are permitted, as the ODR is a shared space with county-contracted vending services for after-hours operations.
- 6) Inmate labor shall not be used to prepare or distribute staff meals.
- 7) The vendors must provide an ODR menu and prices for staff meals. The number and type of hot menu items shall be included with the bid.
- 8) The ODR menu should include a daily special, 1-2 times per week.

13. Food Distribution

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

d) Current meal times for the jail are:

Breakfast	6:30 am
Lunch	11:00 am
Dinner	4:30 pm

14. Catering

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

15. Daily Processing of Complaints

- a) The vendor shall be responsible for immediately following up on all food service complaints from inmates or any McHenry County staff.
- b) All complaints received are to be recorded along with a notation of resolution and forward to the jail administration on a weekly basis. The vendor shall work with the Jail Administration staff to identify issues and determine the appropriate mechanism to be utilized for specific categories of complaints.

16. Food Samples

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

17. Sanitation & Cleaning

- a) All cleaning, janitorial, and Personal Protection Equipment (hairnets, gloves, beardnets, etc.) supplies necessary for keeping the food service area, equipment, dishes, tableware, and utensils clean and sanitary shall be provided by the vendor in the kitchen area only. The County will provide cleaning and supplies for the restroom in the kitchen area.
- b) The vendor must be responsible for routine sanitation, cleanliness, and general housekeeping of all food service preparation areas, service areas, and storage areas. The vendor will, on a continuing basis, maintain standards of sanitation required by state and local regulations, including but not limited to the State Jail Inspector and County Health Department.
- c) The vendor must obey all Federal, State and Local laws and ordinances regarding health, sanitation and safety, and shall hold all necessary state certifications required by law. The vendor must bear all costs of obtaining necessary state and local certifications. (Note: The State of Illinois requires

that at least one cook per shift must possess a *Certificate of Sanitation* issued by the Illinois Department of Public Health.

- d) The McHenry County Health Department does not permit operation of any facility not in compliance with sanitation certification requirements.
- e) The vendor must maintain documentation of cleaning, inspections, inventory of chemicals/cleaning supplies, and safety data sheets (SDS). These items shall be made available to Jail Administration upon request.
- f) Aerosol products are prohibited in the facility.
- g) The County will be responsible for removal of waste grease/oil after vendor places the waste grease/oil in the supplied waste containers located outside the loading dock area.

18. Linens

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

19. Utilities & Equipment Maintenance

- a) The County will maintain responsibility for utilities to each piece of equipment, including steam and steam condensate lines. The County will maintain the exhaust hood ducting from the hood to the roof. The vendor is responsible for all required service to the Ansul system. Any plumbing related problems that can be attributed to the misuse of drains will be the responsibility of the vendor to repay the County for any costs incurred to repair. The vendor is responsible for replacement and maintenance of any small wares including, but not limited to, food storage equipment and any food handling utensils.
- b) The vendor shall be responsible for all cleaning and disposable supplies used to fulfill the requirements of the contract. These supplies include, but are not limited to, chemicals, trash bags, hair coverings (including inmate workers), mop heads, vinyl gloves, and food service gloves.
- c) Facility inspections shall be made by the County when deemed necessary, with or without advance notice to the vendor. The facilities and equipment used in the contract shall not be used to prepare food for agencies or persons other than those designated under the bid without advance, written approval of McHenry County.
- d) The vendor will submit a daily quality control sheet indicating the sanitation and deviations from the cycle menu. The Sheriff's Dept. and the vendor shall agree upon the final inclusions in this report. The vendor will maintain and adhere to a sanitation schedule sufficient to meet all applicable health department regulations. This schedule will indicate daily tasks, and rotating tasks, and be available for review upon request.
- e) Office furniture desks and file cabinets will be furnished by the vendor. Computers, fax machines and other electronic equipment required for fulfilling the requirements of the contract and vendor internal documents are the responsibility of the vendor to supply.

20. Reports

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

21. Continuity of Service

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

22. Communications Equipment

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

OPTIONAL SERVICES #1 – Fresh Food Cart (vendors may bid; but it is not mandatory)

*All information below is only a guideline.

We are requesting information & pricing related to the operation of a fresh sandwich/salad cart for lunchtime; outside of the ODR, to be located in the main courthouse, 2nd floor. The cart would be available from 11:00am-2pm for employees and the public.

The vendor would be provided space in the kitchen for daily storage of food & cart. The vendor would be responsible for providing all food, labor and equipment. The vendor would be responsible for transportation of the cart to and from the designated area, general cleanliness of the cart and surrounding area, and determining the cost and collection of monies. The vendor would also be responsible for all plastic wear, napkins, condiments, etc. for the operation of the cart.

If bidding on this option, please include the following:

1. Menu that includes salad bar or premade salads, wraps and sandwiches
2. Prices
3. Cart size (footprint) and requirements for operation (utilities, etc.)
4. Commission offered to the County
5. Payment options for customers (cash only, credit card)

**THIS PAGE IS MANDATORY – STEP ONE
NO ALTERATIONS TO THIS PAGE WILL BE ACCEPTED**

WAIVER OF MENU OWNERSHIP

By responding to Bid #18-36 Inmate Food Service and Officer Dining Room, Step One – Request for Qualifications/Menus, the vendor agrees to the following:

All menus submitted become the property of the County of McHenry. By submitting a menu, the vendor understands that the menu may be published at any time as a specification on which all vendors may bid, and may become the basis of a resulting contract, with any vendor. The vendor consents to such use without any compensation other than the right to participate in this bidding process. Vendor warrants that any menu submitted is free of copyright and will indemnify the County and its selected vendor against any claims of infringement.

Full Name of Vendor	
Main Business Address	
City, State, Zip Code	
Telephone Number	
Email Address	
Bid Contact Person	

Authorized Signature: _____

Date: _____

Vendor MUST include:

1. All Mandatory Pages, filled out in their entirety
2. Three (3) Menus, which will be evaluated for Step 2
3. Copy of Dietician's license
4. Dietician statement certifying that submitted menus meet bid requirements
5. Supervisor/Food Service Mgr. Resume
6. Contingency plan
7. Transition plan
8. Additional menus (not for evaluation): Low cost, Heart Healthy, Court Sack, Medical, All types of Religious, with Diet Handbook, Holiday, Special Diet/Common-Fare and Incentive meal plan & pricing, Safe and wholesome food plan
9. Recommendations for ODR program, menu & pricing

****PLEASE COMPLETE THIS FORM AND RETURN WITH YOUR COMPLETED STEP ONE BID PACKAGE***

THIS PAGE IS MANDATORY

REFERENCES

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

Company Name:			
Address:			
City, State, Zip Code:			
Contact Person:			
Contact Email Address:			
Telephone Number:			
Average Rated Capacity At Time of Service:		Total Length of Service at this Facility:	

Company Name:			
Address:			
City, State, Zip Code:			
Contact Person:			
Contact Email Address:			
Telephone Number:			
Average Rated Capacity At Time of Service:		Total Length of Service at this Facility:	

Company Name:			
Address:			
City, State, Zip Code:			
Contact Person:			
Contact Email Address:			
Telephone Number:			
Average Rated Capacity At Time of Service:		Total Length of Service at this Facility:	

THIS PAGE IS MANDATORY
RUBBER STAMPED, FAXED, COPIED, OR TYPED SIGNATURE WILL DISQUALIFY YOUR BID
MUST BE AN ORIGINAL SIGNATURE IN INK

CERTIFICATIONS

Vendor certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of Section 33E-3 or 33E-4 of the Criminal Code of 1961, as amended.

_____ Yes _____ No

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

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

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

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

Name:	_____	Title:	_____
Address:	_____ _____		

Name:	_____	Title:	_____
Address:	_____ _____		

Name:	_____	Title:	_____
Address:	_____ _____		

Name:	_____	Title:	_____
Address:	_____ _____		

Name:	_____	Title:	_____
Address:	_____ _____		

If needed please submit any additional sheets.

THIS PAGE IS MANDATORY
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 in ink**)

(Title)

(Witness Signature)

(Title)

(Telephone No)

(Fax No.)

(Email)

(Date)

End of Document