

**FOOD SERVICE TO GRUNDY COUNTY JAIL
REQUEST FOR BIDS**

Sealed bids will be received for the provision of meals to inmates of the Grundy County Jail. Sealed bid must be clearly marked on the exterior "Bid for Jail Meals" and contain an original signature of the entire bid packet. Submit sealed bids to Deputy Chief Eric Werden at the Grundy County Sheriff's Department at 111 E. Illinois Ave., Morris IL. Sealed bids will be accepted until Monday, July 1st, 2019 at 10:00 am. At that time sealed bids will be publicly opened and read aloud. Fax and electronic submissions will not be accepted. If you have any questions contact Deputy Chief Eric Werden at EWerden@sheriff1.com. Phone calls will not be accepted.

Bid documents will be available at the office of the Grundy County Sheriff, 111 E. Illinois Ave., Morris, IL., and on line at <https://www.grundyco.org/bids-and-rfp/>. The bidder remains responsible for obtaining all addenda, which will be posted at the same website. Bids may not be withdrawn or revoked for a period of 60 days after submission.

A bid bond in the amount of not less than 5% of the total bid will be required. The successful bidder will be required to provide a 20% performance bond and a Certificate of Insurance as set forth in the specification

The County of Grundy reserves the right to reject any and all bids, to select the bid which, in the sole discretion of the County best serves the County, and to waive technical errors or informalities in bidding.

Chris Balkema
Grundy County Board Chairman

Bid Specifications

Food Service to Grundy County Jail

1.1 Instructions to Bidders

The County of Grundy (County) is soliciting bids for food service to inmates at the Grundy County Jail.

Sealed bid must be clearly marked on the exterior "Bid for Jail Meals" and contain an original signature of the entire bid packet.

The County of Grundy reserves the right to reject any and all bids, to select the bid which, in the sole discretion of the County best serves the County, and to waive technical errors or informalities in bidding.

The term "County" shall refer to the County of Grundy. The term "Vendor" shall refer to the Vendor awarded the contract.

Questions regarding the bid documents should be forwarded in writing to Deputy Chief Eric Werden (Eric Werden EWerden@sheriff1.com). Phone calls will not be accepted. Responses will be distributed to all bidders as Addenda posted on the County web page <https://www.grundyco.org/bids-and-rfp/>.

1.2 Timeline: Proposed timeline is as follows:

- Proposals are due to the Sheriff's Department July 1, 2019, 10:00 am.
- Contract is approved: July 9, 2019
- Notice to Proceed: Following submission of required documents.
- Food service starts on date approved by County Sheriff.

Scope of Service

The Grundy County Jail is a 63-bed Adult Detention Facility that houses inmates held for pre-trial hearings and post-conviction sentences for up to 364 days. The Average Daily Population for the last five years has been around 45 inmates. Inmates are served three meals per day, breakfast, lunch and dinner. Illinois Jail and Detention Standards require a meal plan that contains at least 2250 calories per day. Inmate population can vary from approximately 15 to no more than 63. Jail staff will contact Food Service Provider with inmate count approximately 1.5 hours prior to service for lunch and dinner.

The Vendor shall be an independent contractor and not an employee of the County. The employees of the Vendor shall be considered solely employees of the Vendor and shall not be considered employees or agents of the County in any fashion.

Upon written request of the County, Vendor will remove any Vendor employee who violates health requirements or conducts himself/herself in a manner detrimental to the physical, mental, or moral well-being of detainees or staff, or otherwise violates County policies, procedures, and practices.

Meal Requirements:

- Food delivery 2 times a day (365 days a year including holidays) for provided inmate count.
 - o 6:30 AM (Breakfast)
 - o 11:00-11:30 AM (Lunch)
 - o 5:00 – 5:30 PM (Dinner)
 - o 2250 Calorie per day plan
 - Cold breakfast
 - Hot lunch/cold dinner
 - o Meals individually packaged in foam containers with divided sections.
 - o Hot meal to be served at appropriate temperature
 - o Accommodations for special diets
 - Diabetic
 - Gluten Free
 - Vegetarian
 - Religious
 - Other special diets as directed by Physician
 - Liquid
 - Soft

 - o Breakfast will be provided in bulk quantities or individual single-serving boxes
 - Boxes of cereal to include a non-sugar option for diabetics
 - White milk in bulk or single-serving containers
 - Bread in bulk
 - The supplied breakfast food will be prepared at the jail by jail staff.
 - o The provider may opt to serve one hot breakfast a week, on a week day
 - Vendor will invoice monthly based on the number of meals served.
- Payment will be due within 45 days of receipt of invoice.
- Menu cycle with calorie count provided weekly or monthly

INDEMNITY

The Vendor shall, at all times, fully indemnify, hold harmless, and defend the County and its officers, members, agents, and employees from and against any and all claims and demands, actions, causes of action, and cost and fees of any character whatsoever made by anyone whomsoever on account of or in any way growing out of the performance of this contract by the Vendor, and its employees, or because of any act or omission, neglect, or misconduct of the Vendor, its

employees and agents or its subcontractors including, but not limited to, any claims that may be made by the employees themselves for injuries to their person or property or otherwise. The guarantees of this section shall survive the termination of this contract.

LICENSES, CERTIFICATIONS, AND TAXES

Throughout the term of the Contract and for each renewal Term, Vendor shall obtain and maintain all applicable licenses, permits, and health certifications required by federal, state, and local law.

The Vendor shall have state or local health certification for any facility outside the County in which it proposes to prepare meals, if applicable, and must maintain this health certification for each Contract Term.

The Vendor and all affiliates shall collect and remit Illinois Use Tax on all sales of tangible personal property in the State of Illinois in accordance with the Illinois Use Tax Act (35 ILCS 105/1 *et seq*).

INSURANCE

At all times during the term of the Contract, the Vendor and its independent contractors shall maintain, at their sole expense, insurance coverage for the Vendor, its employees, officers and independent vendors, as follows:

TYPE	MINIMUM ACCEPTABLE LIMITS OF LIABILITY
Worker’s Compensation	Statutory- State of Illinois
Employer’s Liability	
a. Each Accident	1,000,000
b. Each Employee Disease	1,000,000
c. Policy Aggregate Disease	1,000,000
Commercial General Liability	
a. Per Occurrence	1,000,000
b. General Aggregate	
1. Gen Aggr. Per Project	1,000,000
2. Gen Aggr. Products completed	1,000,000
Business Auto Liability	1,000,000
Professional Errors & Omissions	1,000,000
Environmental Impairment Liability	1,000,000

The County of Grundy shall be named as co-insured on all certificates of insurance. Insurance certificates shall also reference this project name. The insurance carrier is required to notify the County of termination of any or all of these coverages prior to the completion of any contract, at least 30 days prior to expiration.

TERMS AND TERMINATION

This contract is effective for a one year period commencing July 10th, 2019, or upon written acceptance of the Contract, whichever occurs last, through July 15, 2020 (Term), with options to renew yearly not to exceed two additional years (each a renewal "Term").

Either the County or the Vendor may terminate this Contract for cause or convenience with a sixty calendar (60) day written notification. Following the sixty (60) day notification, the County may terminate this contract in whole or in part without payment of any penalty or incurring any further obligation to the Vendor.

Following the termination for convenience, the Vendor shall be entitled to compensation for services completed upon submission of invoices and proof of claim for serviced provided under this Contract up to and including the date of termination. The County shall have the right to receive service from the Vendor through the effective date of the notice of termination, and may, at the sole election of the County, procure such work from other Vendors as may be necessary to complete the services.

Notwithstanding the notice period described previously, the County may immediately terminate the Contract, in whole or in part, upon notice to the Vendor if the County determines that the actions, or failure to act, of the Vendor, its agents, employees or sub vendors have caused or reasonable could cause jeopardy to health, safety, or property, or if the County determines that the Vendor lacks the financial resources to perform the Contract.

If the Vendor fails to perform to the County's satisfaction any material requirement of this Contract or is in violation of a material provision of this Contract, the County shall provide written notice to the Vendor requesting that the breach of noncompliance be remedied within sixty (60) calendar days. If the breach or noncompliance is not remedied by the specified period of time, the County may a) immediately terminate the Contract without additional written notice or b) enforce the terms and conditions of the Contract, and in either event seek any available legal or equitable remedies and damages. The County may finish the services by whatever method the County may deem expedient. Any damages incurred by the County as a result of any Contractor default shall be borne by the Vendor at its sole cost and expense, shall not be payable as part of the Contract amount, and shall be reimbursed to the County by the Vendor upon demand.

DISPUTE RESOLUTION

In the event a dispute arises relative to any matter included in the terms or performance of this agreement, the Parties shall first require their authorized representatives to meet in good faith negotiations to resolve the issues in conflict. If the Parties are unable to settle the existing differences, then any and all court proceedings shall be held in the Circuit Courts of Grundy County in

Morris, Illinois and the 13th Illinois Judicial District. In the event Grundy County is a litigant in proceedings relative to this Agreement and prevails, the losing party shall pay all of the attorney's fees and costs incurred by the County.

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BID SHEET
Bidder Information

Company Name: _____

Address: _____ County, State, Zip: _____

Contact Person: _____ Telephone: _____

Email: _____

BID PRICE: Meal Service to Grundy County Jail

The Vendor agrees to provide food services for the detainees at the Grundy County Jail at the prices submitted below. Pricing will be on a sliding scale based on the actual number of meals served. Vendor bill shall reflect actual meals served, and shall include inmate counts for each meal each day. Meal prices are fixed and not averaged.

NUMBER OF MEALS	PRICE PER MEAL BREAKFAST	PRICE PER MEAL LUNCH	PRICE PER MEAL DINNER
20 or less			
21-40			
41 and above			

For purposes of evaluating bids, the following computations will be used:

Insert cost from above for 40 meals	Multiply by 14,600 (40x365) approximate meals	Annual Estimated Meal Cost
Breakfast \$		Breakfast \$
Lunch \$		Lunch \$
Dinner \$		Dinner \$
Total Estimated Lump Sum Bid		\$

I certify that I am acting as an agent for the firm designated below and that the firm will provide the services to the County of Grundy as described herein for the amount specified above.

Signature of Authorized Representative

PLEASE TYPE OR NEATLY PRINT THE FOLLOWING INFORMATION

Name of Authorized Representative

Title

Company Name

Street Address

County

State

Zip Code

(Area Code) Phone Number

AGREEMENT

THIS AGREEMENT, is made and entered into this _____ day of _____, 2019, by and between _____ (hereinafter called the "Vendor") having a principal place of business located at, _____ and the County of Grundy, (hereinafter called the "Owner" or the "County").

RECITALS

WHEREAS, in consideration of the mutual promises of the parties set forth in the Contract Documents, the Vendor agrees to deliver all meals in accordance with the Contract, properly cooked and in a timely manner, and the County agrees to pay for the meals as set forth in the Contract Documents
The Contract Documents shall consist of the following listed documents, which are hereby made part of this agreement as if recited at length herein:

- 1) **Invitation to Bid**
- 2) **Bid Sheet**
- 3) **Bid Specifications**
- 4) **Addenda (if any)**
- 5) **Appendix A – Affidavits (Must be signed)**

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IN WITNESS WHEREOF, *the Owner and the Vendor have executed this Agreement as of the date hereinabove first stated.*

VENDOR

Print Name of Vendor

BY: _____
Signature of authorized representative

DATE: _____

TITLE: _____

THE COUNTY OF GRUNDY, ILLINOIS

BY: _____
Chris Balkema, County Board Chair

DATE: _____

APPENDIX A - AFFIDAVITS

Section 1:

Business Status of Bidder

BIDDER/APPLICANT:

Name: _____

Principal place of business _____

Address: _____

County, State, Zip Code _____

The Bidder is a:

Corporation Partnership

Limited Liability Company Sole Proprietorship

Other (please explain:) _____

Corporation

The state of incorporation is: _____

The registered agent of the corporation in Illinois is:

Name

Address

County, State, Zip: _____

The officers of the corporation are:

President

Secretary

Vice President

Treasurer

The Corporation is authorized to do business in the State of Illinois

Limited Liability Company

The state of registration is: __

The registered agent of the Limited Liability Company in Illinois is:

Name

Address

County, State, Zip

The registered office of the Limited Liability Company in Illinois is:

Address

County, State, Zip

The managers and members of the Limited Liability Company are:

Name Name

Address Address

County, State, Zip County, State, Zip

The LLC is authorized to do business in the State of Illinois

Sole Proprietorship

The address of the sole proprietor is:

Address

County, State

The sole proprietor transacts business in Illinois under the following assumed names:

BID RIGGING AND BID ROTATING

Section 2: That in connection with this solicitation for quotes:

- a. The quote is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation;
- b. The submitter has not in any manner directly or indirectly sought by consultation, communication or agreement with anyone to fix the quote price of said bidder or any other bidder or to fix any overhead profit or cost element of such quote price or that of any other bidder or to secure any advantage against the public body awarding the contract or anyone interested in the proper contract;
- c. The quote is genuine and not collusive or sham;
- d. The prices or breakdowns thereof and any and all contents which had been quoted in this submission have not been knowingly disclosed by the bidder and will not be knowingly disclosed by the bidder directly or indirectly to any other bidder or any competitor prior to opening;
- e. All statements contained in such submission are true;
- f. No attempt has been made or will be made by the bidder to induce any other person or firm to submit a false or sham quote;
- g. No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a quote for the purpose of restricting competition.

Section 2a: **NON-COLLUSION**

- a. No officer or employee of the County of Grundy has a direct or indirect pecuniary interest in this quote.
- b. No officer or employee of the County of Grundy has disclosed to the bidder any information related to the terms of a sealed quote.
- c. No officer or employee of the County of Grundy has informed the bidder that the quote will be accepted only if specified persons are included as subVendors.
- d. Only the bidder will be entitled to the proceeds of the contract if this quote is accepted by the County of Grundy.
- e. This quote is made without the benefit of information obtained in violation of law.

Section 3: The undersigned further states that: **(circle A or B)**

- A. He is the person in the bidder's organization responsible within that organization for the decision as to the prices being quoted herein and that he has not participated, and will not participate, in any action contrary to paragraphs a through g in Section 2, above; and
- B. He is not the person in the bidder's organization responsible within that organization for the decision as to the prices being quoted herein but that he has been authorized to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to paragraphs a through g in Section 2 above, and as their agent does hereby so certify; and
- C. The undersigned certifies that the bidder has never been convicted for a violation of State laws prohibiting bid rigging or bid rotating.

THE REQUIREMENTS OF THE ILLINOIS DRUG FREE WORKPLACE ACT

Section 5: The undersigned will publish a statement:

- a. Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the aforementioned company's workplace;
- b. Specifying the actions that will be taken against employees for violations of this prohibition;
- c. Notifying the employees that, as a condition of their employment to do work under the contract with the County of Grundy, the employees will:
 - i. Abide by the terms of the statement; and
 - ii. Notify the aforementioned company of any criminal drug statute conviction for a violation occurring in the workplace not later than five (5) days after such a conviction.
- d. Establishing a drug free awareness program to inform the aforementioned company's employees about:
 - i. The dangers of drug abuse in the workplace;
 - ii. The aforementioned company's policy of maintaining a drug free workplace;
 - iii. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - iv. The penalties that may be imposed upon employees for drug violations.
- e. Making it a requirement to give a copy of the statement required by Section 5 to each employee engaged in the performance of the contract with the County of Grundy and to post the statement in a prominent place in the workplace;
- f. Notifying the County of Grundy within ten (10) days after receiving notice under Section 5(C)(2) from an employee or otherwise receiving actual notice of such a conviction;
- g. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by Section 6, below;
- h. Training personnel to effectively assist employees in selecting a proper course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that an effectively trained counseling and referral team is in place;
- i. Making a good faith effort to continue to maintain a drug free workplace through implementing these requirements;
- j. Making a good faith effort to continue to maintain a drug free workplace through implementation of this policy.

Section 6: The undersigned further affirms that within thirty (30) days after receiving notice from an employee of a conviction of a violation of the criminal drug statute occurring in the aforementioned company's workplace he shall:

- a. Take appropriate personnel action against such employee up to and including termination;
or
- b. Require the employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

TAX COMPLIANCE

Section 7 The undersigned on behalf of the entity making the foregoing quote certifies that neither the undersigned nor the entity is barred from contracting with the County of Grundy because of any delinquency in the payment of any tax administered by the State of Illinois, Department of Revenue, unless the undersigned or the entity is contesting, in accordance with the procedures established by the appropriate revenue act, liability of the tax or the amount of tax.

The undersigned or the entity making the quote or bid understands that making a false statement regarding delinquency in taxes is a Class A Misdemeanor and in addition, voids the contract and allows the municipality to recover all amounts paid to the individual or entity under the contract in a civil action.

NON DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

Section 8 This EQUAL EMPLOYMENT OPPORTUNITY CLAUSE is required by the Illinois Human Rights Act and the Rules and Regulations of the Illinois Department of Human Rights published at 44 Illinois Administrative Code Section 750, et seq.

In the event of the Vendor's noncompliance with any provision of this Equal Employment Opportunity Clause, the Illinois Human Right Act, or the Rules and Regulations for Public Contracts of the Department of Human Rights (hereinafter referred to as the Department) the Vendor may be declared nonresponsible and therefore ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be canceled or avoided in whole or in part, and such other sanctions or penalties may be imposed or remedies involved as provided by statute or regulation.

During the performance of this contract, the Vendor agrees:

- a. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or ancestry; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- b. That, if it hires additional employees in order to perform this contract, or any portion hereof, it will determine the availability (in accordance with the Department's Rules and Regulations for Public Contracts) of Section 3 residents or Section 3 Business Concerns (as determined by the US Department of Housing and Urban Development), as well as minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- c. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental

handicap unrelated to ability, or an unfavorable discharge from military service.

- d. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Vendor's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations for Public Contract. If any such labor organization or representative fails or refuses to cooperate with the Vendor in its efforts to comply with such Act and Rules and Regulations, the Vendor will promptly so notify the Department and the contracting agency will recruit employees from other sources when necessary to fulfill its obligations thereunder.
- e. That it will submit reports as required by the Department's Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations for Public Contracts.
- f. That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations for Public Contracts.
- g. That it will include verbatim or by reference the provisions of this Equal Employment Opportunity Clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subVendor. In the same manner as the other provisions of this contract, the Vendor will be liable for compliance with applicable provisions of this clause by such subVendors; and further it will promptly notify the contracting agency and the Department in the event any subVendor fails or refuses to comply therewith. In addition, the Vendor will not utilize any subVendor declared by the Illinois Human Rights Department to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

For the purposes of subsection g of Section 8, "Subcontract" means any agreement, arrangement or understanding, written or otherwise, between a public Vendor and any person under which any portion of the public Vendor's obligations under one or more public contracts is performed, undertaken or assumed; the term "subcontract," however, shall not include any agreement, arrangement or understanding in which the parties stand in the relationship of an employer and an employee, or between a bank or other financial institution and its customers.

It is expressly understood that the foregoing statements and representations and promises are made as a condition to the right of the bidder to receive payment under any award made under the terms and provisions of this bid.

Have written sexual harassment policies that shall include, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment, utilizing examples; (iv) the vendor's internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Department and the Commission;

(vi) directions on how to contact the Department and Commission; and (vii) protection against retaliation as provided by Section 6-101 of this Act. A copy of the policies shall be provided to the Department upon request.

In the event that this contract is subject to Executive Order 11246, Vendor certifies that it (1) is in compliance with Section 202 thereof and the Rules and Regulations issued thereunder; (2) does not and will not provide or maintain at any of its establishments, or permit its employees to perform their services at any location under its control where there are maintained, segregated facilities, and (3) agrees that a breach of this Certification violates the Equal Employment clause of Executive Order 11246. "Segregated Facilities," means facilities which are in fact segregated on a basis of race, color, creed, sex, religion or national origin, because of habit, local custom, or otherwise.

THE AMERICANS WITH DISABILITIES ACT

Section 9 As a condition of receiving this contract, the undersigned vendor certifies that services, programs and activities provided under this contract are and will continue to be in compliance with the Americans with Disabilities Act.

Must be signed by authorized company representative and returned in sealed bid:

NAME: _____

SIGNATURE: _____

TITLE: _____

Subscribed and Sworn to before me this _____ day of _____, 20____.

By: _____ Notary Public

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