

Request for Proposal JAIL FOOD SERVICES

**All Proposals Shall be Marked
“JAIL FOOD SERVICE PROPOSAL”**

Mail Proposals to:
Iroquois County Sheriff’s Office
Attention: Sheriff Clinton J. Perzee
550 South 10th Street
Watseka, IL 60970

Issue Date: April 4, 2022
Issued By: Sheriff Clinton J. Perzee
Email: Cperzee@co.iroquois.il.us
RFP Response Due: May 3, 2022 before 4:30 P.M. CDT

Introduction

The Iroquois County Sheriff’s Office hereafter referred to as the “County,” is requesting proposals from all qualified vendors capable of providing comprehensive food service to inmates at the Iroquois County Jail, and is responsive to the needs of the County. Proposals received will be evaluated and if an appropriate vendor/contractor is determined to be qualified, capable and able to meet the needs of the County, said vendor/contractor, hereinafter referred to as “vendor” will be selected by the County. All timely responses received from this RFP will be evaluated on the criteria provided.

Two copies and one electronic copy in PDF format shall be delivered to the address below on or before 4:30 p.m. central daylight time on **May 3rd, 2022**. The County will not be responsible for proposals delivered to a person or location other than that specified herein, and reliance on third party shipping methods will not excuse late proposals.

Amendments, addendums, questions regarding specifications, clarifications, errors or omissions for this RFP must be submitted, **in writing**, to: cperzee@co.iroquois.il.us

Any communication received by any other method will not be considered.

The County reserves the right to decline to respond to any questions if, in the County’s assessment, the information cannot be obtained and shared with all potential vendors in a timely manner. Late proposals shall be returned to sender unopened and will be considered void and unacceptable. The County shall not be responsible for late mail, no matter the cause.

Primary Responsibility

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

Assurance

Any contract awarded under this RFP must be carried out in full compliance with Title VI and VII of the Civil Rights Act of 1964, as amended, and Section 504 of the Rehabilitation Act of 1973, as amended. The Provider must guarantee that services provided will be performed in compliance with all applicable Federal, State and Local laws and regulations pertinent to this project. Prior to executing an agreement, the Provider will be required to provide evidence substantiating the necessary skill to perform the duties through the submission of references.

Independent Contractor

In performance of the work, duties and obligations assumed by the vendor, it is mutually understood and agreed that the vendor, including any and all of the vendor’s officers, agents and employees, will at all times be acting and performing in an independent capacity and not as an officer, agent, servant, employee, joint venture, partner or associate of the County.

Terms and Conditions

The County prohibits discrimination in employment or in the provision of services because of race, color, religion, religious creed, sex, age, marital status, ancestry, national origin, political affiliation, physical disability or medical condition. This clause does not require the hiring of unqualified persons.

The County reserves the right to reject any and all proposals, to negotiate specific terms, conditions, compensation, and provisions on any contracts that may arise from this solicitation; to waive any informalities or irregularities in the proposals, and to accept the proposal(s) that appear(s) to be in the best interest of the County. In determining and evaluating the proposals, final bid, costs and commissions will not necessarily be controlling; the experience of those who will be providing services under the contract, quality, equality, efficiency, utility, suitability of the services offered, and the reputation of applicants will be considered, along with other relevant factors. The County reserves the right to also request clarification of any submitted information; not entered into any agreement. Portions of this RFP and the vendor's proposal may be made part of and incorporated into any resultant contract.

The selected vendor will execute a professional service agreement for services with Iroquois County. Such agreement shall describe the detail scope of services to be performed, the schedule for completion of work, compensation and other pertinent provisions.

Each firm submitting an RFP for this project shall submit detailed information about the professional qualifications of the individual(s) assigned to carry out this project. Relevant project experience, logistical capabilities and other relevant support data regarding the firm and the assigned personnel must be included. If subcontractors are used in any part of this proposal, these subcontractors and their use must clearly be identified.

All wages paid by the vendor and any subcontractor shall be compliant with the Prevailing Wage Act (820 ILCS 130), as amended, except where a prevailing wage violates a federal law, order or ruling, the rate conforming to the federal law, order or ruling shall govern. The Illinois Department of Labor publishes the prevailing wage rates on its website. Vendor shall periodically check the Illinois Department of Labor website for changes to wage rates. In the event the Illinois Department of Labor revises prevailing wage during the term of any agreement, vendor shall be responsible for notifying subcontractors, if applicable, of all wage rates. Vendor agrees that no additional notice is required and further agrees no additional compensation will be paid on account of wage rate increases.

The vendor agrees to indemnify, hold harmless and defend the County of Iroquois, its agents, servants, and employees, and each of them against and hold them harmless from any and all lawsuits, claims, demands, liabilities, losses and expenses, including court costs and attorney's fees, for or on account of any injury to any person, or any death at any time resulting from such injury, or any damage to property, which may arise or which may be alleged to have arisen out of or in connection with the work covered by this contract. The foregoing indemnity shall apply except if such injury, death or damage is caused directly by the willful and wanton conduct of the County of Iroquois, its agents, servants, or employees or any other person indemnified hereunder.

Reserved Rights

The County reserves the right to cancel this RFP, to reject any or all proposals, or to accept an alternative proposal. The County reserves the right to waive any immaterial defect in any proposal. Unless otherwise specified by the Vendor, the County has no less than ninety (90) days to accept. The County may seek clarification from a Vendor at any time and failure to respond promptly is cause for rejection. The County may require submission of best and final offers.

Interpretation, Clarification or Corrections of RFP

Vendors shall promptly notify the listed contact person of any ambiguity, inconsistency or error which they may discover upon examination of this RFP. Interpretations, corrections and changes to the RFP, if needed, will be made in an addendum. Interpretations, corrections and changes made in any other manner shall not be binding.

Criteria for Selection and Award

All proposals submitted in response to this RFP will be evaluated based on compliance with the RFP, Vendor qualifications, and total cost over the contract. This evaluation will be made by the County, forwarding its recommendation to the Iroquois County Board for final approval. Award shall be made by the Iroquois County Board to the responsible Vendor, in which the whole proposal is determined to be most advantageous to the County, taking into consideration price and the evaluation criteria listed.

Taxes and Payments

The County is exempt from paying Illinois Use Tax, Illinois Retailers Occupation Tax and Federal Excise Tax. The Vendor shall furnish the County with an itemized invoice. Payment shall be made in accordance with applicable provisions of the "Local Government Prompt Payment Act." (50 ILCS 505/1 et seq.)

Contractor Responsibilities

The selected vendor will be required to assume responsibility for all services in this proposal request. The County will consider the selected vendor to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract. Any contract resulting from this RFP may not be assigned, in whole or in part without written consent of the County. If the vendor attempts to make such an assignment without the written consent of the County, the vendor shall nevertheless remain legally responsible for all obligations under the contract.

Termination

Iroquois County may terminate service, in whole or in part, without liability, upon sixty (60) days written notice, if contract awardee's costs increase or service decrease provided under this contract without the County's prior written consent.

Accounting Procedures

The accounting procedures and internal financial controls of the Vendor shall conform to generally accepted accounting practices (GAAP) in order that the costs allowed by this request can be readily ascertained and expenditures verified.

Reservation of Rights

The County reserves the right to reject any and all proposals, to award the agreement to a vendor other than the low proposal, to award separate agreements for separate parts of the services required, to negotiate the terms and conditions of all and any part of the proposals, to waive irregularities or formalities, and in general to make award in the manner as determined to be in the best interest and at the sole discretion of the County.

Responsive Proposals

Vendors are expected to examine the RFP requirements. Failure to do so will be at the company's risk. Each company shall furnish all information requested herein. The person signing the proposal must initial all erasures or other changes. If any person contemplating submitting a proposal is in doubt of the true meaning of any part of the specifications of other conditions with the RFP, they are advised to have the portions in question clarified in writing. All responses will be subject to applicable FOIA statutes. Any proprietary information that cannot be shared should not be part of the proposal.

Changes to Documents

Any change or addendum issued in relation to the RFP will be distributed to all who have inquired or are on record with the County as a contact person for interested vendors. Notwithstanding the preceding sentence, it shall be the vendor's responsibility to make inquiry as to the changes or addenda issued. All such changes or addenda issued, shall become part of the contract and all bidders shall be bound by such changes or addenda.

Receipt and Handling of Proposals

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

Withdrawal of Proposal

Proposals may be withdrawn in person by a bidder, or authorized representative, provided their identity is made known and a receipt is signed for the bid, but **only** if the withdrawal is made prior to the stated bid deadline. No proposal may be withdrawn for at least 90 days after opening except the successful company whose prices shall remain firm for the entire contract period. In case of error by the bidder in making up a bid, the County may, in its discretion, reject such a proposal upon presentation of a letter by the Bidder which sets forth the error, the cause thereof, and sufficient evidence to substantiate the claim.

Accuracy of Proposals

Vendors shall take responsibility for any errors or omissions in their proposals. If prior to contract award, a vendor discovers a mistake in their proposal which renders the vendor unwilling to perform under any resulting contract, the vendor must immediately notify the facilitator and request to withdraw their proposal. The County will decide if withdrawal will be permitted.

Equal Employment Opportunity

The vendor and its subcontractors, as required by law, shall not discriminate against the employee or applicant for employment with the respect to hire, tenure, terms, conditions or privileges of employment, or a matter that directly relates to employment, because of race, color, religion, national origin, age, sex, disability, that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, or marital status. Breach of this covenant may be regarded as a material breach of the Contract.

The vendor agrees to post notices containing this policy against discrimination in conspicuous places available to applicants for employment and employees. All solicitation or advertisements for employees, place by or on the behalf of the Contract, will state that all qualified applicants will receive consideration for employment without regard to race, color, sex, national origin, disability, age, height, weight, marital status and religion.

Insurance Requirements

The vendor if accepted, **at a minimum**, meet and agree to maintain during the term of the contract the following insurance coverage requirements. All coverages shall be with insurance companies licensed and permitted to do business in the State of Illinois. All coverages shall be with insurance carriers acceptable to the County. Certificates of Insurance shall be provided upon request of the County at any time prior to any agreement or during any term of agreement.

- A. The vendor shall carry Worker's Compensation and Employer's Liability Insurance Coverage, as required by law. In the event that the vendor uses subcontractors and subcontractors for the performance of services required under this proposal, the vendor shall ensure that said subcontractors and sub-subcontractors carry Worker's Compensation and Employer's Liability Insurance coverage, as required by law.
- B. The Vendor shall be responsible for insuring all its tools and equipment and all material which it may use and/or leave at the work site. The County shall not be responsible for any loss or damage to the Vendor's tools and materials.
- C. The Vendor shall procure and maintain during the term of the contract Commercial General Liability Insurance on an "Occurrence basis" with limits of liability of not less than \$1,000,000 per occurrence and/or aggregate combines single limit, for Personal Injury or Bodily Injury and \$2,000,000 per occurrence and/or aggregate for Property Damage.
- D. The vendor shall take measures to have the County of Iroquois, Illinois, added as an additional insured on said policies.
- E. If any of the above coverages expire during the term of the Agreement, the vendor's insurer shall deliver renewal certification and/or policies to Iroquois County at least thirty (30) days prior to expiration.

Selection Criteria

The primary criteria used in selecting a vendor will be used as follows, the order reflected is not weighed and not necessarily listed by order of importance:

- A. The vendor's demonstrated experience and expertise.
- B. Cost Proposal.
- C. Past history and references.
- D. Responsiveness to RFP.
- E. Method of Approach.

Submitted proposals will be reviewed by the Iroquois County Finance Committee, Sheriff and other employees as deemed necessary. Additional selection criteria may apply even if not specified below. Vendors who are deemed, on the basis of selection criteria, to be qualified and best suited among those submitting proposals, may be requested to participate in discussions and/or interviews regarding their proposals. Discussions may cover costs, methods and all other relevant factors. The County reserves the right to select a bidder based on the quality of the proposal – not necessarily the lowest bidder.

At the conclusion of discussions, the vendor will be ranked on the basis of selection criteria and final negotiations will be conducted with the vendor ranked first. If a satisfactory agreement can be reached, the contract shall be awarded to the vendor; otherwise, negotiations will be conducted with each subsequent vendor until a satisfactory contract can be established or until the determination is made that the rejection of all proposals is in the best interest of Iroquois County.

Proposal Package - Proposal Requirements

Vendors must submit a response in the form of a proposal which includes the following sections:

- A. Cover letter
 - a. Statement of Interest
 - b. Company profile
- B. Technical Proposal
 - a. Scope of Work
 - b. Deliverables
 - c. Work Plan
 - d. Client Communication
 - e. Other Considerations
- C. Cost Proposal

Statement of Interest

Each Proposal should include expertise, experience related to this RFP and key personnel who will be involved in the process.

Technical Proposal

- A. Plan, coordinate, handle, prepare and provide meals for the Jail's inmates. All menus and special diets shall meet the standard for adult holding and detention facilities as established by the Administrative Regulations of the Illinois Department of Corrections, Part 701. The Jail Administrator, or his designee, will approve all menus prior to commencement. All meals served shall be compliant with the most recent Recommended Daily Allowance for adult males as established by the National Academy of Sciences and average 2,000 calories per day and shall include not less than twenty-four ounces of protein per week.
- B. Ensure that all meals are served at appropriate temperatures (140 degrees hot, 40 degrees cold) and in a manner that makes them palatable and visibly pleasing, complete with condiments (dressing, sugar, salt, pepper, and ketchup or mustard, where appropriate.)

- C. Employees of Vendor assigned to work at the facility shall submit to periodic health examinations as required by law. Vendor shall submit satisfactory evidence of compliance with all health regulations, including health examinations, to the County upon request.
- D. The Vendor will be responsible for routine cleaning and housekeeping of food service preparation, services and storage areas, and shall on a continuing basis, maintain standards of sanitation required by State and local regulations; 30-day inspections & annual inspections. The Vendor shall be responsible for removal of trash and garbage, placed in the dumpster provided.
- E. Meet requirements of all federal, state and local health standards and any other applicable standards.
- F. Two bids required including price/cost per meal, per day, one which includes cold breakfast, hot lunch and hot dinner and one to include cold breakfast, hot lunch and cold dinner. Total meals shall provide a total of at least two thousand (2,000) calories per day and shall include at twenty-four ounces of protein per week. A minimum of one meal each day shall be a complete hot meal. Each meal shall have a beverage, other than water, provided.
- G. Meals are to be available at the times specified by the Jail Administrator or his designee.
- H. The Jail Administrator or his designee shall provide the Vendor confirmation of the number of meals required to be served for each meal prior to service of that meal.
- I. Adhere to a four (4) or five (5) week menu, at the discretion of the Vendor, approved by a registered dietitian and accepted by the Jail Administrator.
- J. Prepare special meals, approved by a registered dietician, as requested by the Jail Administrator or his designee based on differing dietary needs based on medical and religious considerations.
- K. In performing the services required by this request, Vendor shall use the County's kitchen for only those services set forth in of this request. Vendor shall use the County's kitchen in accordance with rules and procedures set by the Jail Administrator and shall perform its work to the Jail Administrator's satisfaction. Vendor and the County shall work in cooperation with one another.
- L. Vendor shall be entitled to use all County owned equipment in the Iroquois County Jail kitchen necessary to provide the services set forth in this request. The County shall provide appropriate utilities, including telephone and internet service, for the operation of the kitchen.
- M. The County shall be responsible for maintenance of the kitchen and the County owned equipment. In the event repairs or replacement of County owned equipment is required due to normal wear and tear, the County shall repair/replace such equipment at the County's expense in a reasonable amount of time. In the event repairs or replacement of County owned equipment are required due to neglect or willful misuse by Vendor, Vendor shall repair/replace such equipment at Vendor's expense in a reasonable amount of time. Vendor shall provide a written notice of any County owned equipment problems or damage to the Jail Administrator.
- N. Vendor shall keep full and accurate records of the meals served. A copy of the records shall be supplied to the Jail Administrator or his designee with the monthly invoices. In addition, the successful Vendor shall retain all records related to the services provided for two years after the termination of an agreement. All records related to the service provided under this request shall be available for auditing by the County at any time during regular working hours.

- O. The Jail Administrator or his designee shall conduct periodic unannounced inspections of the jail’s kitchens and the services performed under this request. Such inspections shall be conducted in a manner to be least disruptive to kitchen operations. Meals shall be inspected to ensure they are prepared in compliance with the menu requirements. If during an inspection, the meals, the kitchen, or the inventory are found not to be compliant, the Jail Administrator shall inform the Vendor in writing. Vendor may also be subjected to periodic inspections by the Iroquois County Department of Health or the Illinois Department of Corrections.

Client Communication

Narrative shall include willingness to meet with staff working group and or the Iroquois County Board or a County Board committee.

Other Considerations

Vendor shall ensure that its employees immediately report any accidents or incidents of any unusual nature in writing to the Jail Administrator or his designee.

All vendor staff who may have contact with inmates will be required to become trained in PREA (Prison Rape Elimination Act) compliance requirements.

As the kitchen facility is located within the Iroquois County Jail, the Vendor shall adhere to the following:

- A. Follow all security rules of the Iroquois County Sheriff’s Office.
- B. Coordinate shipping and receiving operations and unloading supplies.
- C. Submit names, dates of birth, social security number and driver’s license numbers of all employees who may work within the kitchen facility at least one-week prior to the commencement of work.
- D. Immediately notify the Jail Administrator of any termination of employment by Vendor in the kitchen or when an employee provides written notification of termination of employment in the kitchen.
- E. The Jail Administrator reserves the right to refuse admittance to any person or persons who may constitute a security risk to the Iroquois County Sheriff’s Office or Jail.
- F. The Vendor shall coordinate and process inmates’ complaints with Jail Administration or staff. All complaints from inmates about food or its preparation shall be resolved as soon as practicable.
- G. The successful bidder shall immediately honor all requests made by the Sheriff’s Office to remove any of vendor’s employees from service in the Iroquois County Jail, where probable cause exists that the employee has violated any jail rule, regulation or state law that may compromise the safety and security of the facility.

Cost Proposal

The county shall pay the Vendor on a cost per meal per day basis. The Vendor shall submit invoices monthly based upon number of meals served. The County shall reimburse Vendor for services billed pursuant to its procedure for payment of Accounts Payable within thirty days from the date of the Jail Administrator verification that the services have been satisfactorily performed.

Must separate proposals for a one-year contract and a two-year contract. Contracts can be renewed on a yearly basis as agreed upon by both parties.

The Iroquois County Jail has a capacity of 46 beds and an average daily population of approximately 18 inmates.

Schedule of Events – Subject to Change

RFP Issuance Date	April 15, 2022
RFP Question Deadline	May 2, 2022
Proposal Deadline	May 3, 2022
Proposal Evaluation	May 5, 2022