

REQUEST FOR PROPOSAL: 2021-013

Inmate Food & Commissary Service

On behalf of the Champaign County Sheriff's Office, I invite you to furnish a proposal in accordance with the Proposal Guidelines and Proposal Specifications for the services stated herein. Carefully read the attached documents and follow the procedures as outlined in order to be considered for award of contract for this project.

All technical proposals are to be submitted as outlined. To be considered for the award of contract, proposals must be received on or before **December 6, 2021**. Proposals are to be received at the following address:

Champaign County Sheriff's Office
Attn: Sheriff Dustin Heuerman
204 E. Main St.
Urbana, Illinois 61801
T: (217) 384-1205
Email: dheuerman@co.champaign.il.us

Questions regarding the bid package are directed to Teresa Schlein at tschleinz@co.champaign.il.us.

Sincerely,

Dustin Heuerman
Sheriff

NOTICE TO OFFERORS

PROPOSAL DATA:

PROPOSAL NUMBER: 2021-013
TITLE: Inmate Food & Commissary Services
CONTACT: Teresa Schleinz
PHONE #: (217) 384-1205
FAX #: (217) 384-3023
EMAIL: tschleinz@co.champaign.il.us

PROPOSAL DUE DATE/TIME:

DUE DAY/DATE: December 6, 2021
TIME: 1:00 PM Central Standard Time
MAILING ADDRESS: Champaign County Sheriff's Office
Attn: Sheriff Dustin Heuerman
204 E. Main Street
Urbana, IL 61801

PROPOSAL OPENING:

DATE: December 6, 2021
TIME: 1:05 PM Central Standard Time
ADDRESS: 204 E. Main St.
Urbana, IL 61801

NOTICE TO OFFERORS - AMENDMENTS

Notice is hereby given that sealed proposals will be received in the Champaign County Sheriff's Office, Attn: Sheriff Dustin Heuerman, 204 E. Main Street, Urbana, Illinois 61801 until 1:00 PM. (CST)

December 6, 2021

With the opening on December 6, 2021 @ 1:05 PM at 204 E. Main St, Urbana, IL

The purpose of this RFP is to solicit responses from qualified individuals/vendors for the procurement of services and/or supplies for the Champaign County Sheriff's Office and the Juvenile Detention Center as set forth herein.

There may be one or more amendments to this proposal solicitation. If you desire to receive copies or notices of any such amendments, or any questions and responses submitted about the proposal, you must provide the information requested below to the Champaign County Sheriff's Office. Please send this information to Teresa Schlein via email at tschlein@champaign.il.us. Champaign County Sheriff's Office will send amendments only to those firms that timely complete and return this form via fax or provide the requested information by timely e-mail.

RFP Number	2021-013 Food & Commissary Services
Company Name	
Mailing Address	
Phone Number	
Fax Number	
Contact Person	
Email Address	

Amendments will be sent by email.

REQUEST FOR PROPOSAL: 2021-013

PROPOSAL GUIDELINES

1. **PROJECT SCOPE:** The Champaign County Sheriff's Office has issued this Request for Proposal (RFP) for the sole purpose of obtaining responsive proposals from qualified individuals or firms to establish a service intensive contract, through competitive negotiation, for the procurement of services and/or supplies as set forth herein.

Only vendors who have demonstrated the ability to provide inmate services; at competitive rates, with timely delivery of services, and abiding by correctional policies/procedures of government customers of comparable size will be considered for award of the contract.

The awarded Offeror will be an independent contractor. The contractor is not, and will not be, an employee or agent of Champaign County or the Champaign County Sheriff's Office.

2. **PRE-PROPOSAL TOUR:** A tour of the facilities will be available to interested vendors on November 19, 2021 beginning at 2:00 pm and November 23, 2021 beginning at 10:00 am. Contact Teresa Schleinz at (217) 384-1205 or tschleinz@co.champaign.il.us to arrange a tour. During the tour questions will be orally answered concerning our facilities and correctional staffing and procedures. Questions concerning the RFP or directly related to food or commissary services should be sent via email.
3. **CONTRACT PERIOD:** It is intended that the contract period shall be **February 1, 2022 – January 31, 2025** or an equivalent period depending upon date of contract award. The Sheriff reserves the right to renew this contract for up to two (2) additional one (1) year periods. Contract extension is subject to acceptable performance by the contractor as determined by the Sheriff and funding by the County Board and agreement by the contractor. At the end of any contract term, the Sheriff reserves the right to extend this contract for a period of one-hundred twenty (120) days for the purpose of getting a new contract in place. This contract shall be with the Champaign County Sheriff's Office, which may hereafter be referred to as Sheriff or Champaign County or County or Sheriff's Office.

4. **PROJECT TARGET DATES:** The following projected timetable should be used as a working guide for planning purposes. Champaign County reserves the right to adjust this timetable as required during the RFP process.

EVENT	DATE
Proposal Due	Wednesday, December 6, 2021
Award of Contract	On or about December 17, 2021
Begin to Provide Service	Monday, February 1, 2021

5. **QUOTE PERIOD:** Proposals shall be good for ninety (90) days.
6. **PRICING:** Pricing shall be guaranteed for the initial 12 months term of contract. Offeror shall propose a fixed fee for services, as outlined. The second and third 12-month period shall be as agreed by the vendor and the Sheriff, or as forth in the following sentence. In the event the parties cannot agree on the pricing for the 2nd and/or 3rd 12-month period they will increase or decrease the existing pricing using the percentage change as computed by the Bureau of Labor Statistics CPI-U, for “Food” for the 12-month period ending December 31, 2022 and December 31, 2023 respectively.

If the contract is extended beyond the initial 3-year period, the vendor and Sheriff must agree on pricing.

7. **SEALED PROPOSALS:** Proposals must be submitted in a sealed envelope labeled “**SEALED PROPOSAL: 2021-013**”. Proposals not submitted in the proper format will be considered unqualified, unresponsive, and will not be considered for award of contract.
- A. Failure to provide detailed responses will result in the vendor being eliminated from award of contract consideration.
 - B. The proposing party must sign in the firm or corporate name and must bear the original longhand signature of a principal legally authorized to sign contracts. The name of each person signing should be typed or printed below the signature. Both issues must be complied for the proposal to be valid.

- C. The individual signing the document for the proposing organization shall initial all erasures or corrections. Offerors shall submit five (5) copies of the proposal.
 - D. All variations to the stated specifications must be described in detail (free from ambiguity).
 - E. All Offerors must be appropriately licensed and authorized to conduct business within the State of Illinois.
 - F. The failure of an Offeror to promptly supply information requested in this RFP or other information subsequently requested may result in the Offeror being eliminated from consideration.
 - G. Champaign County reserves the right to request clarifications or corrections to proposals and to reject all responses/proposals and to put out a new RFP.
8. **SUBMISSION OF PROPOSALS & CLOSING DATE:** Sealed proposals are due on or before but no later than **12/06/2021 at 1:00 PM**. Champaign County will not accept any proposals received after said date.

Sealed proposals are to be delivered:

Champaign County Sheriff's Office
Attn: Sheriff Dustin Heuerman
204 E. Main Street
Urbana, IL 61801

- A. Discussions may be conducted with Offerors who submit proposals determined to have a reasonable likelihood of being selected for award. However, proposals may be accepted without such discussions. Therefore, all information requested and necessary for the County to evaluate this RFP should be included in your response.
- B. All material submitted regarding this RFP becomes the property of the County and will only be returned to the vendor at the County's option. Any person may review responses after final selection and award have been made.
- C. The County will not be responsible for any expenses incurred by the Contractor in preparing and submitting proposals. All proposals shall provide a straightforward, concise delineation of your capabilities to satisfy

the requirements of this request. Emphasis should be on completeness and clarity of content.

D. Offerors who submit a proposal in response to this RFP may be required to make an oral presentation of their proposal. This will include providing sample 90 day menus and 3 sample meals of the Sheriff's choosing.

9. **TRANSFER OF OWNERSHIP OR ASSIGNMENT OF CONTRACT:** Vendor may use disclosed sub-contractor; however, awarded vendor shall not transfer the resulting contract or performance of contract to another individual or firm; nor shall the awarded vendor change or subcontract any portion of the awarded contract, during the contract period without consent of the Sheriff.

The terms and conditions of this contract shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

The Champaign County Sheriff reserves the right; to reject any or all proposals, waive any or all irregularities, and select the proposal which is in the best interest of Champaign County, Illinois. Champaign County retains the authority to eliminate any service features that are deemed too costly or unnecessary. The County may seek clarification from an offeror at any time and failure to respond promptly is cause for rejection. The County may require submission of best and final offers.

10. **ACKNOWLEDGEMENT OF INSURANCE REQUIREMENTS:** By signing its proposal, Proposer acknowledges that it has read and understands the insurance requirements for the proposal. Proposer also understands that the evidence of required insurance must be submitted within five (5) working days following notification of its offer being accepted; otherwise, Champaign County may rescind its acceptance of the Proposer's proposal. The insurance requirements are attached.

11. **INQUIRIES:** Prospective Offerors may make email inquiries concerning this RFP to obtain clarification of requirements and are strongly encouraged to do so. Questions must be received by **Wednesday, November 24, 2021 at noon**. Questions and responses will be sent to all prospective bidders who have notified us of their contact information by **Tuesday, November 30, 2021** by close of business.

12. GENERAL CONDITIONS:

- A. Champaign County requires all offeror(s) to comply with the Equal Opportunity Affirmative Action and Fair Employment Practices regulations of the State of Illinois and federal government.
- B. SAFETY DATA SHEETS: Vendors must supply Safety Data Sheets on all applicable items. Changes to Safety Data Sheets applicable to awarded offeror must be provided to Champaign County for a period of five (5) years after award of proposal.
- C. TAX EXEMPT STATUS: Champaign County is exempt from federal excise and transportation taxes. Champaign County is also exempt from payment of Illinois Sales Tax.

TAX EXEMPTION IDENTIFICATION NUMBER: E9998-5942-06

- D. PROPOSER COMPETENCY: To allow the County to evaluate the competency and financial responsibility of a proposer shall, when requested by the County, furnish the following information which shall be sworn to under oath:
 - 1. Address and description of Proposer's plant and place of business
 - 2. Name and/or Articles of co-partnership of incorporation.
 - 3. Itemized list of equipment available for us on the Offerors awarded project.
 - 4. Statement regarding any past, present, or pending litigation with the County.
 - 5. Such additional information as may be required that will satisfy the County that the Offeror is adequately prepared in technical experience, or otherwise to fulfill the contract.
 - 6. Documents to ensure that the Offeror follows the current Fair Employment Practice requirement of the County.
- E. DISQUALIFICATION OF OFFERORS: Any of the following may be considered enough for the disqualification of an Offeror and the rejection of his/her proposal(s).
 - 1. Evidence of collusion among Offerors.
 - 2. Lack of responsibility as revealed by financial, experience of equipment statements, as submitted.

3. Lack of expertise and poor workmanship as shown by performance history.
 4. Uncompleted work under other contracts which in the judgement of the County, might hinder or prevent the prompt completion of additional work is awarded.
 5. Being in arrears on existing contracts, in litigation with the County, or having defaulted on a previous contract.
- F. TERMINATION OF AGREEMENT: Contractor may terminate contract by providing one hundred eighty (180) days written notification. The County reserves the right to terminate this contract, or any part of this contract, upon thirty (30) days written notice. In case of such termination, the Contractor shall be entitled to receive payment from the County for work completed to the termination date in accordance with the terms and conditions of this contract. In the event that this Contract is terminated due to Contractor's default, the County shall be entitled to purchase substitute items and/or services elsewhere and charge the Contractor with any or all losses incurred, including attorney's fees and expenses.
- G. PAYMENTS: Payment to contractor will be made in accordance with the Local Government Prompt Payment Act. (50 ILCS 505/1)
- H. NON-APPROPRIATION: The contract shall include a rider that allows cancellation of contract without penalty if funds are not appropriated or otherwise made available to support continuation of performance in any fiscal year. Any contract approved by the County shall be conditioned by a "non-appropriation" clause containing the following or similar language:
"This contract is approved and funded contingent upon annual appropriations being established by the local governing body of Champaign County to provide funding necessary to meet the requirements of the contract. Such funding is approved on a fiscal year basis with the fiscal year commencing January 1st and terminating December 31st of each year. In order for the contract to remain in effect, such appropriation must be approved on an annual basis throughout the term of the contract scheme. In the event that an annual appropriation is not approved, the County shall not be held responsible for any liabilities beyond the remaining annual term prior to the new budget year."
- I. DRUG FREE WORKPLACE: The Contractor (whether an individual or company) agrees to provide a drug free workplace as provided for in Public Act 86-1459.
- J. FORCE MAJEURE: The County of Champaign shall not hold Contractor liable for an extraordinary interruption of events, or damage of County property, by a natural cause that cannot be reasonably foreseen or prevented; i.e. droughts, floods, severe weather, etc.

- K. INVESTIGATION OF OFFERORS: The County will make such investigations as are necessary to determine the ability of the Contractor to fulfill Proposal requirements. The Contractor shall furnish such information as may be requested and shall be prepared to show completed installations of equipment, service, and services similar to that included in this Proposal. It shall be at the sole discretion of the County to reject any Proposal if it is determined the Contractor does not fully demonstrate its ability to carry out obligations of the contract. Contractor shall furnish contacts for five current customers of similar size and function to the Champaign County Sheriff's Office along with a release of information so the Sheriff's Office can fully investigate these references.
- L. LAW GOVERNING: All State of Illinois and/or Federal Laws shall be hereby specifically made a part of this contract as set forth herein. The final contract will agree to venue and jurisdiction in Champaign County, Illinois.
- M. COMMENCEMENT OF WORK: The successful Offeror must not commence any billable work prior to the County's execution of the contract (purchase order issuance) or until any required documents have been submitted. Work done prior to these circumstances shall be at the Offeror's risk.
- N. INDEMNIFICATION: The successful Vendor(s) shall indemnify and hold harmless the County of Champaign and all County board members, officials, agents, and employees from all suits or claims of any character for any reason arising from infringement of patent trademark or copyright. Any contract approved by the County shall include indemnification terms containing the following or similar language: Vendor agrees to accept all responsibility for loss or damage to any person or entity, including the County, and to indemnify, hold harmless, and release the County, its officers, agents, and employees, from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, including the Vendor, that arise out of, pertain to, or related to Vendor's performance or obligations under this Agreement. Vendor agrees to provide a complete defense for any claim or action brought against the County based upon a claim relating to Vendor's performance or obligations under this agreement. Vendor's obligations under this Section apply whether or not there is concurrent negligence on the County's part, but to the extent required by law, excluding liability due to the County's conduct. The County shall have the right to select its legal counsel at Vendor's expense, subject to Vendor's approval, which shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for the Vendor or its agents under workers compensation acts, disability benefits acts, or other employee benefit acts.

O. CHANGE IN OWNERSHIP/FINANCIAL VIABILITY STATUS: The Contractor shall notify Champaign County immediately of any change in its status resulting from any of the following: (a) vendor is acquired by another party; (b) vendor become insolvent; (c) vendor, voluntary or by operation law, becomes subject to the provisions of any chapter of the Bankruptcy Act; (d) vendor ceases to conduct its operations in normal course of business. Champaign County shall have the option to terminate its contract with the vendor immediately on written notice based on any such change in status.

P. CERTIFICATION: The Contractor must certify as follows:

I, (Name of Vendor), to the best of my information and belief, hereby certify the following in connection with my submission to the RFP 2021-013:

A. That our corporation nor any of our corporate officers have been convicted of any of the following:

1. Bid rigging as defined by 720 ILCS 5/33E-3
2. Bid rotating as defined by 720 ILCS 5/33E-4
3. Providing false statements on vendor applications as defined by 720 ILCS 5/33E-14
4. Bribery of an inspector employed by a contractor as defined by 720 ILCS 5/33E-8
5. Provision or attempting to provide a kickback as defined by 720 ILCS 5/33E-7
6. Bribery as defined by 720 ILCS 5/33e-1

B. That our corporation is not otherwise legally barred from contracting with Champaign County, Illinois.

C. That our corporation maintains worker's compensation insurance for my employees.

D. That our corporation complies with Prevailing Wage Act (820 ILCS 130/1 et. seg) if it is applicable to my business.

PROPOSAL SPECIFICATIONS

13. **SCOPE**: The Champaign County Sheriff seeks proposals from qualified proposers to provide the product and services herein requested. Throughout this request the term "County" refers to the Champaign County Sheriff. All requests, responses, inquires and ultimate final negotiations will be conducted by the Sheriff, all subject to final agreement by the contractor (vendor) and the Sheriff.

A. Adult: Food Service

- Provide: The Vendor shall provide three meals per day, including two hot meals. The daily caloric content should average at least 2800 calories. A registered dietician shall review all proposed menus to insure it provides the above calories and all other required nutrients. Vendor shall maintain detailed records of all meals served. Vendor will provide holiday luncheon to inmates on the following days: Thanksgiving, Christmas, and New Year's Day. Baked goods shall be baked fresh onsite, except sandwich bread, hamburger, and hot dog buns. No food extenders or filler will be used. Only USDA inspected and approved meats, poultry, eggs, and dairy products may be used. Only seafood handled according to HACCP standards will be used. The Sheriff desires to provide wholesome, high quality inmate food service at a reasonable cost to taxpayers. Vendor will cause the food to be plated or trayed in an eye pleasing manner along with customary condiments when appropriate, such as salt, pepper, catsup, mustard, dressing, gravy, etc.. Food products, meals and snacks need to be prepared and maintained according to HACCP Standards. Vendors shall also comply with all Illinois Administrative Codes relevant to a County Jail.
- Vendor shall be responsible for all meals and ensure that the entire food preparation, kitchen, kitchen restrooms, utensils, appliances, food services and storage shall comply with all relevant standards and rules set by the Illinois Department of Public Health, Illinois Jail Standards and American Correctional Association Standards. Utensils, equipment and kitchen, bathroom and storage areas shall be kept continuously clean and tidy. Vendor shall obtain/possess any license and/or certificates for furnish meals to juvenile and adult inmates.
- Vendor shall provide sack meals as requested, snacks for diabetic prisoners, as well as special meals for inmates with specific medical needs and/or religious restrictions.
- All inmate/labor will be trained and carefully supervised by the Vendor's employees who shall hold the appropriate licenses and certifications for this type of food service. Vendor shall be responsible for any damage by its employees' or a supervised inmates' negligence.
- Responder will provide its proposed staffing, including hours and days of the week and its proposed initial inmate worker needs (with hours and days). All vendor staffing is subject to approval by the Sheriff and must pass a background investigation satisfactory to the Sheriff. The vendor's staff must abide by all jail security rules and procedures.
- Upon request of the Sheriff or his/her designee, vendor shall be responsible to answer and remedy, if appropriate, inmate grievances and complaints.

- Vendor shall supply all food, seasonings, ingredients and paper for the food service and kitchen. Sheriff shall furnish cleaning supplies, service wares, pots, pans, trays, kitchen equipment and utensils. Sheriff shall supply internet access, if needed, and basic local phone service, but any toll or long-distance charges will be reimbursed by the vendor. Sheriff shall furnish utilities including garbage service.
- Vendor shall provide a bill on a weekly basis
- Pork, ham, bacon or any similar product containing any pork will never be served, offered or prepared unless approved for a religious diet.
- The Sheriff will provide a walk-in freezer 11 ft x 11 ft x 6 ½ ft and a walk-in cooler 11 ft x 20 ft x 6 ½ ft.
- Upon request, but only up to three times every 18 months the vendor will serve at no charge, food furnished by the Sheriff (to consume and rotate emergency supplies). On special occasions the Sheriff may offer supplemental food such as a pizza party using food supplied by other than the vendor in addition to special treats for the inmate workers.
- The jails can hold as many as 295 bedded prisoners plus 10-30 new intakes per day. The average “in-house” prisoner totals (including new inmates) for FY2019 were 169, FY2020 was 163. The average for FY 2021 so far is 186.
- Our current practice is to allow the double meal portion for inmate workers, which the vendor should continue.

14. Adult Meal Prices:

- Meal prices must be bid at one specific cost per meal for the first year regardless of the average number of meals served per setting (breakfast, lunch, and dinner) or per day, or per week.
- Vendor’s proposal must include a software system to manage inmate funds used to purchase “special meals or food products” and Commissary, if included, this system must also integrate/interface with our current phone vendor (Securus) and also be able to accept data currently managed by Aramark CORE Software. Vendor will pay all costs of integration/interface and any costs necessary to accept current financial data.
- In addition, proposers are encouraged to submit an additional proposal which gives a weekly price per meal based upon average numbers of meals served per setting (calculated by dividing total meals served in a week by 21) and broken down as follows:

175 and below = \$ _____

176 - 200 = \$ _____

201 - 225 =	\$ _____
226 - 250 =	\$ _____
251 - 275 =	\$ _____
276 - 300 =	\$ _____
301 and above =	\$ _____

- Adult snacks (diabetic/medical) are to be a fixed price regardless of quantity.
- Special meals for medical or religious (vendor must also conform to RLUIPA) or safety issued (meal loaf) are to be included in the above pricing.
- All proposals should include the grade USDA Required or voluntary of the various food products to be supplied.
- The County will choose which pricing schedule to make part of the contract. The Sheriff may cancel the contract for lack of appropriations by the County. However, the County will owe for all meals prepared up to cancellation.

15. Adult Commissary, etc.

- The Vendor shall also provide commissary items at least one time per week to adult inmates at the Champaign County Jails. Vendor shall also offer some prepared fresh meals, snacks, fresh fruits and vegetables twice per week. Vendor may use jail kitchen and storage for these services. Vendor may propose a system to allow family and friends to purchase approved items for vendor to deliver to inmates.
- Commissary items are to be individually packaged snack, food, drink, candy, fresh fruit, and personal hygiene products and very limited over-the-counter type products. Offerings to include several healthier (less salt, less sugar) options are encouraged. All items are subject to approval and removal by the Sheriff's Office. Prepared foods may also be offered on a separate schedule.
- Prices shall not exceed those charges in stores within the local community, with the Sheriff's Office to have final approval of prices without any recourse by vendor. However, and for general guidance only: It is the Sheriff's intent, and the vendor should use the Schnucks store in Urbana, Illinois and the closest County Market in Champaign, Illinois (or their successors) as maximum price guidelines. Items should not, in general, be priced as high as convenience/gasoline stores, and not need be priced as low as warehouse or club member type stores. Once approved, a price should remain fixed for at least six months. Vendor may make approved additions to the available

products, but suggested additions should not be offered more than once every four (4) months.

- Vendor shall supply free hygiene kits to indigents as requested by the Sheriff's Office.
- The Sheriff's Office may place dollar limitations and frequency on inmate's purchases.
- No items shall be distributed that have exceeded their "use by," sell by or similar expiration date. It is the Sheriff's intent that items be fresh and wholesome.
- Items will be delivered to inmates by vendor's employees in an individual bag or container with a receipt to include a list of the items, inmate funds charged and fund balance after delivery. This receipt is to be signed by the inmate with a copy given to the inmate and a copy retained by the vendor. (To be produced upon request of the Sheriff.) All such deliveries are to be coordinated with and supervised by Correction Officers. Should Correctional Officers determine that special circumstances exist, they may distribute the inmate Commissary. Vendor's employees who will be entering the jail shall be subject to prior approval by the Sheriff's Office and subject to security restrictions and search. Vendor shall provide, in advance, (normally at least a week before they would enter a jail) the full name, date of birth, and address for all prospective employees who may enter the jails. No convicted felons, persons with criminal cases then pending against them or persons convicted of a crime involving an assault or battery upon a law enforcement, court security or correctional officer will be allowed to enter the jails.
- There will be on-site storage, if needed.
- Vendor's employees will correct any error or missed item and deliver the same within one business day.
- Vendor will maintain enough supplies and quality control of its delivery system so that consistently, fully, and correctly delivers orders on the first attempt at least 95% of the time. This percentage is based upon inmate orders and not an overall item count. Vendor may temporarily remove items from the current list of items available to and to be chosen by the inmate for that week – this must be done on the order sheets before distribution to the inmates.
- Vendor will cause its software to integrate with the Sheriff's Office jail records management system (currently Tyler Odyssey). Items not actually received by the inmate will be promptly credited to his/her account within three business days of the first delivery date. Vendor will coordinate its processes and integrate at its expense so the inmate phone systems (Securus) can be used to order commissary, etc.

- Vendor will also provide a system for off-site deposits to the inmate account.
- Vendor will electronically provide monthly statements to the Sheriff's Office to include:
 - i. Items purchased and prices, listed by item (if requested)
 - ii. Inmate purchase (items and prices), listed alphabetically inmate (if requested)
 - iii. Total price of items sold and commission for the month
- Vendor shall pay commission monthly and shall furnish the above reports not later than seven days after the end of a calendar month.
- Vendor will be responsible to obtain and maintain any certificates or licenses as may be required for this operation and shall be responsible to report and pay any taxes or fees due.
- In its response, vendor shall pay a 30 percent commission on all sales (except postage which vendor will sell at cost) to the Sheriff's Office Inmate Trust Fund.
- Sheriff will allow successful vendor to use kitchen, dry storage freezer and refrigerator space at no charge. Vendors should consider this in setting inmate prices. It is the Sheriff's desire to provide inmates with a quality commissary, fresh meals, snacks, etc. at an economical price to the inmates. The price and quality of these services will be considered by the Sheriff in evaluating all responses. As part of the response, vendor must price, and if successful, sell the sample items as listed on Schedule A attached.

JUVENILE DETENTION CENTER MEALS

- 1. This RFP also asks for proposals to prepare and furnish food for the Champaign County Juvenile Detention Center. This is sometimes referred to as the "Youth Detention Center."**
(Hereinafter "JDC" or "YDC").

- Prices for JDC should be separately stated and billed separately to the JDC, along with any necessary food service supplies for these meals. Any final contract will have an addendum signature page for vendor's representative and for the Director of Court Services.
- Your proposal for JDC should only be a fixed price per meal and snack,

regardless of JDC population.

- Responder does not need to deliver meals and snacks to JDC. Afternoon snacks should be prepared and ready to go with lunch.
- JDC food must meet guidelines as set by the Illinois Department of Juvenile Justice as well as guidelines set by 20 Ill. Adm. Code 701.270(b), 701.110 and 2602.110.
- The average daily population for JDC in 2018 was 14.9, 2019 was 12.5 and 2020 was 15.3. The maximum population is 25.
- JDC meals are a mandatory component of this RFP.

PROPOSAL:

- A Proposal Format:** This section outlines the County's strong preference for the proposal format and information provided by the proposer. Any proposer not providing the required information, or not conforming to the format specified in all material respects, may be eliminated. The County strongly prefers concise responses to the information requested. The use of tables, graphics, and bulleted lists, where appropriate, is strongly encouraged.
- B Information Required From Offerors:** As set forth herein. You may offer additional or alternative options, but these should be clearly indicated and separate from the response to this request.
- C Cover Letter:** Provide a cover letter prepared on the proposer's business stationery. The purpose of this letter is to transmit the proposals, so it should be brief. The letter should contain a statement that the proposer is responding to the County's RFP. Other items outlined in the cover letter include:
1. A statement that the attached proposal is complete as submitted.
 2. A statement that all terms and conditions contained in the proposal are valid for 90 days from the proposal closing date.
 3. The letter must be signed by a representative who is authorized to

contractually obligate the proposer or consortium of Offerors.

TECHNICAL PROPOSAL REQUIREMENTS:

Your Proposal must include the following:

A. Basic Company Information

- Company Name/address/Telephone/Fax Numbers/ E-Mail Address
- Contact Person.
- Type of Organization.
- Total Number of Staff
- Underlying philosophy of your firm in providing the services requested.
- Firms Financial Ability to Provide Services and Full Fill Project Contract.
- Years in Business Providing Similar Services
- Firm's Employee Training Programs
- Firm's Policies (Administrative & Operational) that would be associated with this project.
- List of litigation pending against proposer in connection with inmate food service/contracts and any further details as requested by the Sheriff.
- Names, experience, training and duration of employment of your proposed management team for Champaign County and, assuming the Sheriff's Office is satisfied with contract performance, how long you anticipate this team will remain with Champaign County.

B. Brief Company History

C. Summary of Firm's Relevant Experience: Limit references to a total of five (5). References must be of similar project scope. References must be currently under contract.

1. Contract Name/Location/Dollar Value/Owner Information. Brief contract description. Include Contact Person with Phone Number.
2. Start, Finish, or Anticipated Completion Date.
3. Description of All Services Provided.
4. Contract Monetary Value.
5. Average Daily Population of adult correctional facilities.

D. Financial/Legal

1. Provide a copy of last year-end financial

SELECTION CRITERIA:

This contract may be not be awarded solely based upon lowest price per meal. The Champaign County Sheriff intends to award this contract in whole to the lowest responsive and responsible Offeror in the Sheriff's opinion, criteria will include/consideration will be given to the numerous intangibles/non-monetary items included in this RFP that follows all specification, terms and conditions contained herein. The Offeror shall have specific experience supplying similar product, on a satisfactory basis, to other customers with a similar volume. The Champaign County Sheriff reserves the right to consider bid prices, the references and successful service history, financial capability, qualifications, value added services and other related factors in the award decision, including quality, nutrition value of calories (vs empty or junk calories) presentation, taste and appearance of plated (trayed) food. The Champaign County Sheriff reserves the right to request additional information after the award date for evaluation proposed and to make modifications in the request. The price and quality of Commissary items and related goods and services to inmates will also be considered.

The County of Champaign reserves the right to reject any or all proposals. The right is reserved to make awards as determined solely by the judgment of the County of Champaign Sheriff. The Sheriff may amend this RFP.

In determining the lowest responsible contractor, the County shall take into consideration the qualities of the services supplied, their conformity with the specifications, and their suitability to the requirements of the County and the delivery terms. Intangible factors, the Offerors reputation and past performance in executing a County contract, will also be weighed in executing County contracts. The Sheriff will consider the training, experience and length of employment of vendor's proposed management team for Champaign County and expected duration of longevity with Champaign County.

The Offerors failure to meet the mandatory requirements will result in the disqualification of the Contractor's proposal from further considerations.

Submission of a proposal confers no rights on the Offeror to a selection or to a subsequent contract. This RFP process is for the County's benefit only and is intended to provide the County with competitive information to assist in selection of services. All decisions on compliance, evaluation, terms and conditions shall be made solely at the County's discretion and shall be made to favor the County.

Champaign County Insurance Guidelines

During the term of the contract, Vendor(s) shall provide the following types of insurance in not less than amount specified below.

- (1) GENERAL The successful bidder shall maintain for the duration of the contract and any extensions thereof, at bidder's expense, insurance that includes "Occurrence" basis wording and is issued by a company or companies qualified to do business in the State of Illinois that are acceptable to the County, which generally requires that the company(ies) be assigned a Best's Rating of A or higher with a Best's financial size category of Class A-/VII 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, and inclusion of a waiver of subrogation in favor of Champaign County;
 - (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 \$500,000 for each incident, \$500,000 for each disease and \$500,000 aggregate, and a waiver of subrogation in favor of Champaign County.
 - (d) Errors and Omissions/Professional Liability coverage for all work being performed for the County in the amount of \$1,000,000 per Occurrence, and \$2,000,000 Aggregate with self-insured retention noted. Additional Insured endorsement must be added to policy and sent with certificate of insurance.
- (2) EVIDENCE OF INSURANCE The successful bidder agrees that with respect to the above required insurance that:
 - (a) The County of Champaign shall be provided with Certificates of Insurance evidencing the above required insurance, prior to commencement of the contract and thereafter with certificates evidencing renewals or replacements of said policies of insurance at least fifteen (15) days prior to the expiration or cancellation of any such policies;
 - (b) The contractual liability arising out of the contract shall be acknowledged on the Certificate of Insurance by the insurance company;

- (c) The County of Champaign shall be provided with thirty (30) days prior notice, in writing, of Notice of Cancellation or material change and said notification requirement shall be stated on the Certificate of Insurance;
- (d) Subcontractors, if any, shall execute the Subcontractor Agreement provided by Champaign County, and comply with the same insurance requirements as contractors;
- (e) In addition to being named as an additional insured on the Certificate of Insurance, each liability policy shall contain an endorsement naming the County of Champaign as an additional insured. A copy of the endorsement shall be provided to Champaign County along with the Certificate of Insurance;
- (f) Champaign County must be named as an additional insured, on a primary and noncontributory basis, and the address for certificate holder must read exactly as: County of Champaign, a body politic 1776 East Washington Street, Urbana, IL 61802; and,
- (g) Insurance Notices and Certificates of Insurance shall be provided to: Champaign County, Insurance Specialist, Administrative Services Department, 1776 East Washington Street, Urbana, IL 61802

SCHEDULE A – COMMISSARY PRICING

Instant Coffee, 3 oz Major Brand	\$ _____
6 oz. Honey Type Bun	\$ _____
Medium Sized 5.9 oz. – 8.4 oz. Golden Delicious Apple (US Grade No 1 or better)	\$ _____
Medium Sized Banana (green tip or fresher)	\$ _____
1 oz. Container of Peanut Butter, Major Brand	\$ _____
3 oz. Tuna Fish Package	\$ _____
1.85 oz. Snickers Bar	\$ _____
1.5 oz. Cheetos Brand Regular Brand	\$ _____
3 oz. Chicken Soup mix	\$ _____
1.125 oz. Beef Stick or Jerky type	\$ _____
Package of walnuts or almonds (specify brand and contents weight)	\$ _____
Protein Bar (specify brand and weight)	\$ _____
1-1.5 oz. Major brand of Potato Chips	\$ _____