



Invitation for Bid And Contract

APRIL 22, 2015

THE COUNTY OF WILL WILL COUNTY, ILLINOIS

RIVER VALLEY DETENTION CENTER

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PROJECT INFORMATION

PROJECT NAME: 2015-1 FOOD SERVICE
USER DEPARTMENT: RIVER VALLEY JUVENILE DETENTION CENTER

EVENT:	LOCATION:	DATE:	TIME:
Bid Release			
Mandatory Pre-Bid Meeting:	River Valley Juvenile Detention Center 3200 W. McDonough Street Joliet, IL 60431 Register with Debra Miklic (815) 773-7234 dmiklic@willcountyillinois.com by 4:30 pm on April 28, 2015	April 29, 2015	9:00 am
Deadline for Inquiries (IN WRITING)	rweiss@willcountyillinois.com	May 8, 2015	4:00 pm
Response to Inquiries	Addenda released	May 12, 2015	4:00 pm
Bidder's Proposal Due	Purchasing Department, 2 nd Floor Will County Office Building 302 N. Chicago Street Joliet, IL 60432	May 19, 2015	11:00 am
Presentations (if desired by committee)	TBA	TBA	TBA
Anticipated Approval	Will County Board	May 21, 2015	9:30 am

√	SUBMITTAL CHECKLIST (PROPOSAL PACKET SHOULD BE RETURNED IN ITS ENTIRETY)
	ORIGINAL BID (COMPLETE PACKAGE WITH ALL EXHIBITS AND FORMS)
	5% BID BOND (BASED ON FIRST CONTRACT PERIOD AUG. 3, 2015 – AUG. 2, 2016)
	SEVEN (7) COPIES
	ADDENDA - NUMBER ACKNOWLEDGED, FORM SIGNED AS ATTACHED
	REFERENCES – WITH DURANTION AND EXTENT OF EXPERIENCE TO BE EXPLAINED IN DETAIL
	BID PRICING (INCLUDING UNIT PRICES, WHERE REQUIRED)
	CERTIFICATION/PROPOSAL SIGNATURE AFFIDAVIT PAGE, COMPLETED, WITH SEAL (IF CORPORATION) NOTARY PUBLIC AND AUTHORIZED SIGNATURE
	CERTIFIED TRUE COPY OF COMPANY'S MOST RECENT BALANCE SHEET OR ANNUAL REPORT
	TRANSITION PLAN
	PROPOSED 21 DAY MEAL PLAN WITH FULL NUTRITIONAL ANALYSIS, SIGNED BY A REGISTERED DIETITIAN AS SPECIFIED IN SECTION 18.19 – MEALS – EXHIBIT B
	PROPOSED LIST OF STAFFING POSITIONS DETAILING LABOR DESCRIPTIONS, PROPOSED WAGE RATES AND BENEFITS, AS SPECIFIED IN SECTION 10 – EMPLOYEES, EXHIBIT G
	CONTINGENCY PLAN AS SPECIFIED IN SECTION 5.19 - CONTINGENCY PLANNING

AWARDED CONTRACTOR REQUIREMENTS	
PERFORMANCE BOND:	20% OF ESTIMATED AMOUNT OF CONTRACT
CERTIFICATE OF INSURANCE	DUE WITHIN 10 DAYS OF NOTICE OF AWARD

AUTHORIZED COUNTY REPRESENTATIVES		
CONTACT PERSON:	RITA WEISS	PHONE #: 815-740-4605
TITLE:	PURCHASING DIRECTOR	FAX #: 815-740-4604
JUVENILE CENTER:	DEBRA MIKLIC	PHONE #: 815 773-7234

**ADVERTISEMENT OF BID
PROVISION OF FOOD SERVICE
FOR THE RIVER VALLEY JUVENILE DETENTION CENTER**

SEALED BIDS FOR THE PROVISION OF FOOD SERVICE MANAGEMENT FOR THE RIVER VALLEY JUVENILE DETENTION CENTER WILL BE RECEIVED AT THE WILL COUNTY PURCHASING DEPARTMENT, WILL COUNTY OFFICE BUILDING, 302 N. CHICAGO ST., 2ND FLOOR, JOLIET, IL 60432, UNTIL THE HOUR OF **11:00 A.M., May 19, 2015.**

A MANDATORY PRE-BID CONFERENCE WILL BE HELD ON **APRIL 29, 2015, AT 9:00 A.M.** AT THE RIVER VALLEY JUVENILE DETENTION CENTER, 3200 MCDONOUGH ST., JOLIET, IL. THE OWNER WILL BE REPRESENTED AND WILL DISCUSS AND PROVIDE INFORMATION RELEVANT TO PROJECT CONDITIONS, REQUIREMENTS AND THE BIDDING/ CONTRACT DOCUMENTS. YOU ARE REQUIRED TO PRE-REGISTER FOR THIS MEETING BY CONTACTING DEBRA MIKLIC AT 815-773-7234 OR dmiklic@willcountyillinois.com BY 4:30 PM ON APRIL 28, 2015.

SEALED BIDS WILL BE PUBLICLY OPENED AND READ BY THE WILL COUNTY EXECUTIVE OR HIS REPRESENTATIVE AT **11:10 AM, MAY 19, 2015,** AT THE WILL COUNTY OFFICE BUILDING, 302 N. CHICAGO STREET, 2ND FLOOR, JOLIET, IL. 60432.

SPECIFICATIONS AND CONDITIONS OF THE BID ARE AVAILABLE AT www.demandstar.com OR www.willcountyillinois.com AS WELL AS THE PURCHASING DEPARTMENT, 2ND FLOOR, WILL COUNTY OFFICE BUILDING, 302 N. CHICAGO ST., JOLIET, IL 60432, (815) 740-4605 OR EMAIL purchasing@willcountyillinois.com.

THE TENDERING OF A BID TO THE COUNTY SHALL BE CONSTRUED AS ACCEPTANCE OF THE SPECIFICATIONS. THE COUNTY OF WILL RESERVES THE RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS OR PROPOSALS RECEIVED IN WHOLE OR IN PART.

BY ORDER OF THE WILL COUNTY EXECUTIVE, LAWRENCE M. WALSH

**SECTION 1
INSTRUCTIONS TO BIDDERS**

1.1. You are invited to submit your sealed bid for the Provision of Food Service Management for breakfast, lunch, snacks and dinner at the River Valley Juvenile Detention Center, 3200 W. McDonough St., Joliet, IL. The contract is a twelve (12) month period beginning August 3, 2015, through August 2, 2016, with two (2) one-year renewal options, if the County so chooses.

1.2. Pre-bid meeting/facility tour information:

A **Mandatory Pre-bid Meeting** for all interested Bidders will be on **April 29, 2015, at 9:00 a.m.** at the River Valley Juvenile Detention Center, 3200 W. McDonough St., Joliet, IL 60431. You are required to pre-register for this meeting, if you will be attending, by contacting Debra Miklic at 815-773-7234 or dmiklic@willcountyllinois.com, by 4:30 pm on April 28, 2015.

At this time there will be a walk through the building. You will be able to examine the premises and satisfy yourself fully as to all existing conditions under which you will be obliged to work. No allowance will be made subsequently in this condition on behalf of any Bidder for any error or negligence on his part. If you arrive late, you will not be permitted to tour. No exceptions will be made. Failure to attend this meeting will result in disqualification from bidding.

1.3. Sealed bids will be publicly opened and read aloud by the Will County Executive or his representative at **11:10 a.m. on May 19, 2015**, at the Will County Office Building, 302 N. Chicago Street, 2nd Floor, Conference Room B, Joliet, IL. 60432. **BIDS RECEIVED AFTER THIS TIME WILL NOT BE ACCEPTED.**

1.4. Should you have any questions regarding this Invitation for Bid ("IFB"), please contact Rita Weiss, Purchasing Director in **writing only** at rweiss@willcountyllinois.com on or before 4:00 pm, May 8, 2015. Questions will be answered in writing in the form of an Addendum to this IFB, on or before 4:00 pm, May 12, 2015.

1.5. Hereinafter, the term County shall refer to River Valley Detention Center.

1.6. Hereinafter, the term food service management company (FSMC) shall refer to the contractor awarded this contract.

1.7. If clarification of the specifications/instructions is required, the County will clarify the specifications/instructions in the form of an addendum issued to all prospective bidders. If the County issues any changes to this Invitation for Bid ("IFB"), acknowledgement of receipt of such changes must be made to the County in writing, signed by an individual authorized to legally bind the bidder, and included in the bidder's bid package. If changes to the IFB are not acknowledged, the County retains the right to reject the bid as non-responsive. No addenda will be issued within seven (7) working days of the time and date set for the bid opening. Should the County determine that clarification of the specifications/instructions is necessary within seven (7) working days of the time and date set for the bid opening, the time and date set for the bid opening will be delayed to allow issuing an addendum.

Changes or corrections may be made in the bid documents after they have been issued and before bids are received. In such cases a written addendum describing the change or correction will be issued by the County of Will to all bidders recorded by the County of Will as having received the bidding documents and will be available for inspection wherever issued. Such addendum shall take precedence over that portion of the documents concerned, and shall become part of the bid documents. Except in unusual cases, addendum will be issued to reach the bidders at least seven (7) working days prior to date established for receipt of bids.

- 1.8. The subject matter of this IFB is subject to legislative or regulatory changes either by the federal or state government. If any such changes occur prior to contract award, then all bidders will have the opportunity to modify their bids to reflect such changes. If any such changes occur after a contract award has been made, then the County (i) reserves the right to negotiate modifications to the contract reflecting such legislative changes; and (ii) shall have no obligation to provide unsuccessful bidders with the opportunity to modify their bids to reflect such legislative changes.

**SECTION 2
GENERAL CONDITIONS**

- 2.1 Bids shall be submitted on the forms provided with these specifications. Bids shall be in a sealed package properly marked with the title of the bid, date and time of opening, and delivered to the Purchasing Department, located on the 2nd floor at the Will County Building, 302 N. Chicago St., Joliet, IL 60432, on or before **11:00 A.M., May 19, 2015**. All certifications contained herein must be signed and submitted with the bid.
- 2.2 Bids submitted after the date and time specified will not be considered and will be returned, unopened to the appropriate bidder. Postmarks or dating of documents will be given no consideration in the case of late bids.
- 2.3 The bidder acknowledges the right of the County of Will to reject any and all bids for cause and to waive non-material informality or irregularity in any bid received when there are sound documented reasons to do so.
- 2.4 Each bidder shall carefully examine all bid documents and all addenda thereto, and shall thoroughly familiarize themselves with the detailed requirements thereof prior to submitting a bid. Should a bidder find discrepancies or ambiguities in, or omission from documents, or should they be in doubt as to their meaning, they shall, at once, and in any event, not later than seven (7) working days prior to bid due date of **May 19, 2015** notify the County of Will, who will, if necessary, send written addendum to all bidders. The County of Will will not be responsible for any oral instructions. All inquiries shall be directed to Rita Weiss, rweiss@willcountyillinois.com. After Bids are received, no allowance will be made for oversight by the bidder. No relief for errors or omissions.
- 2.5 The tendering of a bid to the county shall be construed as acceptance of the specifications. All bids shall be considered as if submitted in strict compliance with all terms, conditions, and specifications; the Bidder shall be held liable. No exceptions will be accepted with the bid. No deviations or exceptions from the specifications and conditions.
- 2.6 **SPECIFICATIONS**
- Specifications are attached hereto and incorporated herein. Submission indicates bidder is informed of specifications and conditions contained herein.
- 2.7 Changes or corrections may be made in the bid documents after they have been issued and before Bids are received. In such cases, a written addendum describing the change or correction will be issued by the County of Will to all bidders recorded by the County of Will as having received the BID documents and will be available for inspection wherever issued. Such addendum shall take precedence over that portion of the document concerned, and shall become part of the BID documents. Except in unusual cases, addendum will be issued to reach the bidders at least seven (7) working days prior to date established for receipt of Bids.
- 2.8 Unless otherwise provided in any supplement to the Instructions to Bidders, no bidder shall modify, withdraw or cancel his BID or any part thereof for sixty (60) calendar days after the time designated for the receipt of Bids in the Advertisement for Bids. Once opened, no bid modification allowed without written approval.

- 2.9 According to the ethics ordinance, The County of Will and the employees of the County are banned from receiving gifts from vendors and potential vendors. "Gift" means any gratuity, discount, entertainment, hospitality, loan, forbearance or other tangible or intangible item having monetary value including, but not limited to, food, drink, honoraria for speaking engagements related to or attributable to government employment or the official position of the officer or employee. No gratuity allowed in connection with bid.
- 2.10 To be qualified to bid, the contractor must have food service Contracts for work similar to that specified in this Contract. Vendor should submit at least **five (5) references** with their bid. Vendors may be requested to submit further information regarding their business to better evaluate their Contract bid. Any vendor may be required by the County to submit additional data to satisfy the County that such vendor is equipped and prepared to fulfill a Contract should a Contract be awarded to him. The County reserves the right to investigate each bidder's ability to fulfill terms.
- 2.11 All bids shall remain valid and subject to acceptance for a period of ninety (90) days after the bid opening date. Award of the Contract shall be made to the lowest responsive, responsible bidder as determined by the County, based on the criteria and specifications outlined in the IFB and further set forth in the Contract.
- 2.12 The meal rates and fees bid must be calculated based on the menu(s) in Exhibit B and on the projected annual units provided on the *Bid Summary* form, both attached herein. Rates must be provided per unit. All other estimated line item totals shall be computed by multiplying the projected annual units by the rate bid per unit. Estimated totals must be carried out to the second decimal and must not be rounded. In any case of errors in the extension of the estimated total(s), the actual unit rates shall govern.

PRICING

Pricing will be on a sliding scale based upon the ACTUAL NUMBER OF MEALS SERVED (this includes detainee population, applicable staff and any "double" meals or seconds) and factoring in the current Consumer Price Index. Estimated totals must be carried out to the second decimal place and must not be rounded.

The Contract price shall remain firm for the original contract period.

If the parties elect to renew the contract, compensation to the Contractor for succeeding years will be based on the **prior fiscal year (May - April) average** of the Consumer Price Index all urban consumers (CPI-U), U.S. City average, Food Away From Home Index, published by U.S. Department of Labor and Adjusted for facilities, equipment, utilities and personnel furnished by the County.

THE INCREASE WILL BE CALCULATED BASED UPON US DEPT OF LABOR COMPUTATION:

**CPI FOR CURRENT PERIOD (ANNUAL AVERAGE)
 LESS CPI FOR PREVIOUS PERIOD (ANNUAL AVERAGE PREVIOUS)
 EQUALS INDEX POINT CHANGE
 DIVIDED BY THE PREVIOUS PERIOD CPI
 EQUALS
 RESULT MULTIPLIED BY 100
 EQUALS PERCENT CHANGE**

- 2.13 **A 5% Bid Bond or Cashier's Check** made payable to the Will County Treasurer shall accompany each bid, attached to the front cover, as a guarantee that if the bid is accepted, a Contract will be entered into. **Money Orders or Company checks will not be accepted.** The bid bond should be based on the first Contract period from **August 3, 2015, through August 2, 2016.** The unsuccessful bidders' checks will be returned after the County Board has awarded the bid. The bid bond or cashier's check of the successful bidder will be returned after being replaced with their performance bond. Failure to enter into a contract after being awarded successful bidder status will subject party to forfeiture of this bond.
- 2.14 **A Performance Bond for 20%** of the estimate amount of the Contract will be required from the successful bidder and shall be valid throughout the life of the Contract. The Performance Bond will be returned at the completion of the Contract.

2.15 **BID PROTESTS**

- (1) Right to Protest. Any actual or prospective bidder, offeror, or contractor who is aggrieved in connection with the solicitation or award of a contract may protest to the County Executive. Any protest must be submitted in writing within ten (10) calendar days from the issuance of the solicitation, addendum, and notice of award or other decision by the County Executive, County Board, or awarding official.
- (2) Stay of Procurement during Protest. In the event of a timely protest under Subsection (1) of this Section, the County Executive or the assigned County Board Committee, after consulting with the State's Attorney, shall determine whether it is in the best interests of the County to proceed with the solicitation or award of the contract.
- (3) Entitlement to Costs. When a protest is sustained and the protesting bidder or offeror should have been awarded the contract under the solicitation but is not, then the protesting bidder or offeror shall be entitled only to the reasonable costs incurred in connection with the solicitation, including bid preparation costs other than attorney's fees.

Any protest concerning the award of a contract shall be decided by the Purchasing Department. Protests shall be made in writing to the Purchasing Department and shall be filed within three (3) business days of issuance of award notification. A protest is considered filed when received by the Purchasing Department. The written protest shall include the name and address of the protestor, the IFB number, a statement of the specific reasons for the protest and supporting exhibits. The Purchasing Director will respond to the written protest within seven (7) days. The Purchasing Director's decision relative to the protest shall be final.

Upon receipt of a protest the County may, but is not required to, delay its order under the awarded contract.

2.16 **REMEDIES FOR SOLICITATION OR AWARD IN VIOLATION OF LAW**

- (1) Prior to Bid Opening or Closing Date for Receipt of Bids. If prior to the bid opening or the closing date for receipt of bids, the County Executive, after consultation with the State's Attorney, determines that the solicitation is in violation of federal, state, or local law, then the solicitation shall be canceled or revised to comply with applicable law.
- (2) Prior to Award. If after bid opening or closing date for receipt of bids, the County Executive, after consultation with the State's Attorney, determines that a solicitation or a proposed award of a contract is in violation of federal, state, or local law, then the solicitation or proposed award shall be canceled.

Service and Support: This section will be evaluated on the Bidder's demonstrated levels of service and support. To receive a passing rating, at a minimum, the bidder must:

Operate a staffed kitchen where fresh meals will be prepared (no cooked or partially cooked food to be brought in from elsewhere, with the exception of contingency plans when no kitchen service is available)

Provide sufficient trained support staff to provide coverage for daily meal and snack preparation, 365 days a year, and adequately cover employee vacations, sick calls, emergencies, etc.

Credentialed Dietary Consultant to construct 21-day meal plans

Staff Qualifications: This section will be evaluated on the basis of the Bidder's demonstrated staff qualifications. Include resumes of the qualified staff with your bids. Declaration of any subcontractors should also be included. To receive a passing rating, at a minimum, the bidder must:

Maintain a trained staff that shall be on duty for all 21 meals served each week
Employ management that has experience in small site food services

Provide sufficient staff to provide an efficient operation, including administrative, dietetic, purchasing, accounting, supervision, and technical assistance and planning.
Presence of an on-going training program for employees

Similar Project Experience: This section will be evaluated on the basis of similar project experience and length of service in these markets. To receive a passing rating, at a minimum, the vendor must:

Provide a record of service that includes five (5) references, (with at least two (2) involving correctional or residential treatment program settings) with satisfactory referrals.

Contingency Plan: This section will be evaluated to ensure that the Contractor has a "workable" plan in place to provide service in any of the events listed on Page 25, Section 5.19, under CONTINGENCY PLANNING. At a minimum, the Contractor shall provide a plan for a designation of off site location(s) for food preparation (In contingency plans, any facility outside that the Contractor proposes to prepare meals, must maintain its health certification, while operating under this contract) , alternative staffing plans and any other information that would demonstrate the capability of responding to catastrophic occurrences.

Delivery Schedule: The bid will be evaluated to ensure project deliverables can be provided to Will County in a timely manner. The bidder must have proven ability to begin the contract **August 3, 2015.**

Offeror's Financials and Performance Bond: The bid will be evaluated to ensure financial stability and capability of the Bidder. The vendor shall submit a performance bond in the amount of 20% of the total estimated bid after award but prior to start up. All bids must be accompanied by an agreement of surety (Consent of Surety) for 20% of the total estimate amount if the contract is awarded to its principal. The consent of surety must not contain any conditions or reservations, other than the condition that the contract is to be awarded to the Bidding Vendor. Failure to submit the consent of surety will result in immediate rejection of a vendor's bid.

Proposed Pricing: The bid will be evaluated on the aggressiveness of pricing offered by Bidder. **Only those bids which are deemed satisfactory (passing) as to all other criteria**

will be reviewed for pricing.

2.22 ADDENDUM AND SUPPLEMENT TO INVITATION TO BID:

If it becomes necessary or advisable to revise any part of this IFB or if additional data is necessary to enable the exact interpretation of provisions of this IFB, revisions will be provided in the form of an Addendum. If revisions are made after any Pre-Bid conference, the revisions will be provided to those Contractors of record.

Addendum information is available over the Internet at www.willcountyillinois.com and www.DemandStar.com. Adobe Acrobat® Reader may be required to view this document. We strongly suggest that you check for any addenda a minimum seven (7) working days in advance of the bid deadline.

2.23 CHANGES:

The County reserves the right to make any desired change in the specifications after the same shall have been put under contract; but the change so made, with the price to be added or deducted from the contract price, therefore, shall be agreed upon in advance between the County and the successful Contractor.

2.24 CONTRACTOR PERFORMANCE:

The Instructions to Bidders, Bid Form, General Conditions, Special Conditions, contract specifications and attached exhibits, together with the approved purchase order shall constitute the Contract. All items shall be supplied in strict accordance with the specifications. The Contractor's performance under the terms of this Contract shall be to the satisfaction of the County.

2.25 DATA COMPLIANT:

Any and all equipment, products, components or parts supplied by the Contractor will be Year 2000 Compliant. "Year 2000 Compliant" means that the information technology will accurately process date and time from, into and between the 20th and 21st centuries, the years 1999 and 2000, and for all leap years. "Process Date and Time Data" includes, but is not limited to, date calculations, logical functions, program branching, format conversion, edits and valuations, and the use of dates in comparisons, sorting, sequencing, merging, retrieving, searching and indexing. Furthermore, Year 2000 Compliant information technology, when used in combination with other information technology, shall accurately process date and time data if the other technology properly exchanges date and time data with it.

2.26 DRUG FREE WORKPLACE:

The Contractor (whether an individual or company) agrees to provide a drug free workplace as provided for in 30 ILCS 580/1 et. Seq..

2.27 ENDORSEMENTS:

Contractor shall not use the County of Will in any form of endorsement to any third-party without the Buyer's written permission.

2.28 F.O.B.:

All goods are to be shipped prepaid, F.O.B. destination. The total price quoted by the Bidder must be the total cost delivered to the location(s) stated. Bidder must not qualify his bid by stating a F.O.B. location other than such stated location(s). Shipments sent C.O.D. without County of Will's written consent will not be accepted and will at Contractor's risk and expense, be returned to Contractor. Unauthorized shipments are subject to rejection and return at Contractor's expense.

2.29 FORCE MAJEURE:

The County of Will 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 phenomena, etcetera.

2.30 HOLDING OF BIDS:

Bidder may withdraw the bid at any time prior to the time specified as the closing time for the receipt of bids. However, no Bidder shall withdraw or cancel the bid for a period of sixty (60) calendar days after said closing time for the receipt of bids. Unauthorized withdrawal may result in forfeiture of the bid bond, or if no bid bond is required, the withdrawing Bidder shall pay the sum of \$500 as liquidated damages for the County's loss in rebidding.

2.31 INDEMNITY:

The FSMC 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 FSMC and its employees, or because of any act or omission, neglect or misconduct of the FSMC, 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.

Such indemnity shall not be limited by reason of the enumeration of any insurance coverage herein provided.

Nothing contained herein shall be construed as prohibiting the County, its directors, officers, agents, or its employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, actions or suits brought against them.

The FSMC shall likewise be liable for the cost, fees and expenses incurred in the County's or the FSMC's defense of any such claims, actions, or suits.

The FSMC shall be responsible for any damages incurred as a result of its errors, omissions or negligent acts and for any losses or costs to repair or remedy construction as a result of its errors, omissions or negligent acts.

The County does not wave its defenses or immunities under the Local Government and Governmental Employees Tort Immunity Act by reason of indemnification or insurance.

The guarantees within this section shall survive the termination of this contract.

2.32 **LAW GOVERNING:**

The IFB and resulting contract shall be governed by the laws of Illinois, without regards to choice of law principles. Bidder agrees to comply with all applicable State and Federal laws and regulations.

2.33 **LIENS, CLAIMS, AND ENCUMBRANCES:**

FSMC warrants and represents that all the goods and materials ordered herein are free and clear of all liens, claims, or encumbrances of any kind.

2.34 **LOBBYIST REGISTRATION:**

Where applicable, bidder shall comply with the provisions of Chapter 42 et seq. entitled "County Lobbyist's Registration" of the Code of Will County, Illinois.

2.35 **MSDS:**

When applicable, FSMC shall furnish Material Safety Data Sheets for their products, in compliance with the Illinois Toxic Substance Disclosure to Employee Act and the "Right-to-Know" law. Material Safety Data Sheets, upon award of Contract, shall be submitted to the Will County Purchasing Department.

2.36 **MISCELLANEOUS REQUIREMENTS:**

The County will not be responsible for any expenses incurred by the FSMC in preparing and submitting a Bid. All Bids 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.

2.37 **NON-DISCRIMINATING:**

The FSMC, its employees and subcontractors, agree not to commit unlawful discrimination and agree to comply with applicable provisions of the Illinois Human Rights Act, the U.S. Civil Rights Act and Section 504 of the Federal Rehabilitation Act, and rules applicable to each.

2.38 **INFRINGEMENTS:**

FSMC warrants that to the best of its knowledge it is not engaging in any form of intellectual property infringement. FSMC undertakes and agrees to defend at FSMC's own expense, all suits, actions, or proceedings against buyer, in which County of Will, and of FSMC's suppliers, contractors, distributors or dealers, or the users of any of FSMC's products are made defendants for actual or alleged infringement of any U.S. or foreign letters patents, copyrights, or trademarks resulting from the use or sale of the items purchased hereunder. FSMC shall inform the County of Will whenever infringement will result from FSMC adherence to specifications supplied by the County of Will or by an authorized County representative. FSMC further agrees to pay and discharge any and all judgments or decrees, which may be rendered in any such suit, action or proceedings against County of Will therein.

2.39 **PAYMENT:**

Original invoices must be presented for payment in accordance with instructions contained on the Purchase Order including reference to Purchase Order number and submitted to the correct address for processing. The County shall pay all invoices pursuant to 50 ILCS 505, "Local Government Prompt Payment Act". Payment will not be made on invoices submitted later than six-months (180 days) after delivery of goods and any statute of limitations to the contrary is hereby waived.

2.40 RESERVATION OF RIGHTS:

The County of Will reserves the right to reject any or all bids failing to meet the County's specifications or requirements and to waive technicalities. If in the County of Will's opinion, the lowest bid is not the most responsible bid, considering value received for monies expended, the right is reserved to make awards as determined solely by the judgment of the County of Will with no recourse on the part of the bidder. In determining the lowest responsible bidder, the County shall take into consideration the qualities of the articles and services supplied, their conformity with the specifications, and their suitability to the requirements of the County and the delivery terms. Intangible factors, such as the Bidder's reputation and past performance, will also be evaluated.

The Bidder's failure to meet the mandatory requirements of the IFB will result in the disqualification of the bid from further consideration.

The County further reserves the right to reject all bids and obtain goods or services through intergovernmental or cooperative agreements, or to issue a new and revised IFB.

Submission of a bid confers no rights on the FSMC to a selection or to a subsequent contract. All decisions on compliance, evaluation, terms and conditions shall be made solely at the County's discretion and shall be made in the best interest of the County.

2.41 TAX:

The County of Will does not pay Federal Excise Tax or Illinois Sales Tax. A copy of the exemption letter is available upon written request.

The FSMC shall pay all applicable sales, use, service use, service occupation, social security, and other taxes, levies, assessments, and duties, and shall make income tax deductions, all as required by local, State and Federal law.

2.42 ACCURACY DISCLAIMER:

The FSMC shall thoroughly acquaint himself with the site for the Bid to fully understand the facilities, difficulties and restrictions attending to the execution of the Bid. The FSMC will be allowed no additional compensation for his failure to be so informed.

2.43 COMMENCEMENT OF WORK:

The successful FSMC must not commence any billable work prior to the County's execution of the contract or until any required documents have been submitted. Work done prior to these circumstances shall be at the FSMC's risk.

2.44 FSMC QUALIFICATIONS:

FSMC will provide a general history, description and status of their Company.

FSMC shall have owned and operated their equipment/service/supplies company for at least the last five (5) years and must give evidence of same.

2.45 OPERATIONS AND MAINTENANCE PLAN:

FSMC shall review, understand and verify their understanding of the Will County Facilities Management Asbestos Operation and Maintenance Plan for applicable work. FSMC will perform work in accordance with the Plan or will inform the designated person if unable to do so. In such case, the Asbestos Coordinator will give instructions as required prior to any work affected by asbestos on the premises.

2.46 PERMITS, FEES, AND NOTICES:

The FSMC shall secure and pay for all Permits and Governmental Fees, licenses, and inspection necessary for the proper execution and completion of the work which are legally required, file all notices, comply with all laws, rules, regulations and lawful orders bearing on the performance of the work.

2.47 NOTICE WARNING

Any person who takes into, or out of, or attempts to take into, or out of a correctional facility or the grounds belonging to or adjacent to a correctional facility, any item not specifically authorized by the correctional facility, shall be prosecuted under the provisions thereof. All persons, including employee and visitors, entering upon these confines are subject to routine searches of their persons, vehicles, property or packages.

2.48 CONTRABAND

Contraband means any dangerous drug, narcotic drug, intoxicating liquor of any kind, deadly weapon, dangerous instrument, explosive or any other article whose use of or possession would endanger the safety, security or preservation of order in a correctional facility or any person therein. (Any article includes any substance that could cause abnormal behavior, i.e., marijuana, nonprescription medication, etc.)

A person, not otherwise authorized by law, commits promoting contraband:

By knowingly taking contraband into a correctional facility or the grounds of such a facility; or

By knowingly conveying contraband to any persons confined in a correctional facility; or

By knowingly making, obtaining, or possessing contraband while being confined in a correctional facility.

The FSMC will provide the County with a complete list of all persons duly authorized to work on this project. Only those persons will be allowed to work within secured areas. All FSMC's personnel authorized to work within secured areas shall be subject to fingerprinting and a criminal security check performed by the County. The County may issue temporary identification cards, which will be kept by County's security personnel and issued and collected on a daily basis.

Law prohibits the import of contraband such as drugs, liquor, firearms, ammunition and other similar items into any areas of work. Smoking materials (cigarettes, cigars, matches, lighters, ignition sources, etc.) are contraband and are not permitted in the secure perimeter. County's

security personnel may conduct searches of FSMC's personnel, equipment, tools, and supplies at any time. Use of cameras and recording devices by FSMC's personnel is prohibited.

The County reserves the right to prohibit entry, into the secure area, those employees' deemed security risks, or who have violated any provision of this article.

Work being performed within certain areas may require an escort provided by the County. These areas shall not be entered into without County's escort. Work within these areas may be restricted to spaces that can be observed by the County's escort.

All tools and equipment to be taken into a secured area shall be listed in a manifest with copies provided to the County's security personnel for prior approval. All tools and equipment shall be accounted for at the change of each shift. All changes to the inventory shall be addressed by changing the manifest. FSMC is responsible for proper storage of tools and equipment when in a secured area. Broken tools and equipment must be reported to the County's security personnel, immediately.

A designated area outside of the secured area will be arranged for parking of personal vehicles. Delivery trucks will be admitted to receiving areas only by the request of the FSMC, and may be under the supervision of County's security personnel. Immediately load or unload trucks and remove from secured areas.

Workers shall not talk to, signal, whistle, communicate with in any way, attract the attention of any resident, and shall restrict their movements to the project area. Nothing shall be taken from or given to a Resident. Residents are not to help workmen in any way. Workers shall promptly notify their supervisor and County's security personnel of all unusual happenings pertaining to the Residents.

Within secured areas, the County will designate washing and toilet facilities for FSMC's use.



**APPROVAL FOR BACKGROUND INVESTIGATION,
CRIMINAL HISTORY AND DRIVERS LICENSE CHECK**

As an employee for a company under contract with Will County, I realize that a background investigation, criminal history, and driver's license check will be done before I can work in the Will County Jail. I hereby authorize the Will County Sheriff's Office to search any law enforcement database to conduct it.

List ALL names you have ever used:

Name: _____
(PRINT) LAST, FIRST MIDDLE

Name: _____
(PRINT) LAST, FIRST MIDDLE

Name: _____
(PRINT) LAST, FIRST MIDDLE

Address: _____ Apt.: _____

City: _____ State: _____ Zip: _____

Date of Birth: ____/____/____ Soc. Sec. # ____-____-____

Drivers License Number: _____

Sex: _____ Race: _____

Vendor: _____

Signature: _____

Date: _____

Witness: _____

2.49 INSURANCE REQUIREMENTS:

At all times during the term of the contract, the FSMC and its independent contractors shall maintain, at their sole expense, insurance coverage for the FSMC, its employees, officers and independent FSMC's, as follows:

TYPE	MINIMUM ACCEPTABLE LIMITS OF LIABILITY
1. Worker's Compensation	Statutory – State of Illinois
2. Employer's Liability	
A. Each Accident	1,000,000.00
B. Each Employee Disease	1,000,000.00
C. Policy Aggregate Disease	1,000,000.00
3. Commercial General Liability	
A. Per Occurrence	1,000,000.00
B. General Aggregate	
1. General Aggregate – Per Project	1,000,000.00
2. General Aggregate – Products/ Completed Operations	1,000,000.00
4. Business Auto Liability	1,000,000.00
5. Professional Errors and Omissions	
6. Environmental Impairment Liability	

NOTE:

- A) It is the responsibility of the FSMC to provide a copy of this BID to their insurance carrier.
- B) It may also be required that the FSMC's insurer and coverage be approved by owner prior to execution of the Contract.
- C) No work shall be started until receipt of Certificate of Insurance.

The County of Will shall be named as co-insured on all certificates of insurance. Insurance certificates shall also reference project name and BID number. Certificates should be faxed (send hard copy via mail) to:

*Will County Purchasing Department
Rita Weiss
302 N. Chicago Street
Joliet, IL 60432*

*TX: (815) 740-4605
FX: (815) 740-4604*

The insurance carrier of the insured is required to notify the County of Will of termination of any or all of these coverages, prior to the completion of any contract, at least 30 days prior to expiration.

CHANGES IN INSURANCE COVERAGE:

The FSMC shall notify the County of changes in insurance coverage in writing within thirty (30) days.

INDEMNITY:

The FSMC 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 FSMC and its employees, or because of any act or omission, neglect or misconduct of the FSMC, 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. Such indemnity shall not be limited by reason of the enumeration of any insurance coverage herein provided.

Nothing contained herein shall be construed as prohibiting the County, its directors, officers, agents, or its employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, actions or suits brought against them.

The FSMC shall likewise be liable for the cost, fees and expenses incurred in the County's or the FSMC defense of any such claims, actions, or suits.

The FSMC shall be responsible for any damages incurred as a result of its errors, omissions or negligent acts and for any losses or costs to repair or remedy construction as a result of its errors, omissions or negligent acts.

INSURANCE RATING:

All of the above-specified types of insurance shall be obtained from companies that have at least an A-VII rating in Best's Guide or the equivalent.

SURVIVAL OF INDEMNIFICATION:

The indemnification described above shall not be limited by reason of the enumeration of any insurance coverage herein provided, and it shall survive the termination of the Contract.

NOTICE OF LAWSUIT:

Within 60 days of service of process, the County shall notify the FSMC of any lawsuit involving the indemnification provided for above. Failure to provide such notice shall not relieve the FSMC of its obligation to provide indemnification. However, the County shall be responsible for any additional costs of defense incurred due to their failure to provide such notice within sixty (60) days.

CHOICE OF LEGAL COUNSEL:

The FSMC shall provide coverage as provided in the contract and retains the right to choose legal counsel subject to the approval of the County.

SECTION 3 SCOPE

- 3.1 The food service provided shall be operated and maintained as a benefit to the residents of the Detention Center.
- 3.2 The food service shall be managed to promote maximum participation in the Child Nutrition Programs.
- 3.3 The food service management company (FSMC) shall have the exclusive right to manage the Child Nutrition Programs at the sites specified on Exhibit A.
- 3.4 The FSMC shall provide the type of food service at sites as specified on Exhibit A for approximately 365 serving days during each Term of the Contract.
- 3.5 The County may add or remove sites and/or meal periods for existing programs to Exhibit A at any time during each Contract Term unless the addition or removal of sites and/or meal periods creates a material or substantive Contract change.
- 3.6 The County reserves the right to maintain, add, and/or remove present food and beverage vending machines in its facilities.
- 3.7 The FSMC shall be an independent contractor and not an employee of the County. The employees of the FSMC shall be considered solely employees of the FSMC and shall not be considered employees or agents of the County in any fashion.
- 3.8 The FSMC shall conduct the food service to ensure compliance with the rules and regulations of the Illinois State Board of Education and the United States Department of Agriculture (USDA) regarding Child Nutrition Programs.
- 3.9 The County shall be legally and financially responsible for the conduct of the food service and shall supervise the food service to ensure compliance with the rules and regulations of the Illinois State Board of Education and the United States Department of Agriculture regarding Child Nutrition Programs.

SECTION 4
COUNTY RESPONSIBILITIES

- 4.1 The County shall ensure the food service is in conformance with its *Permanent Agreement* and the *Policy Statement for Free Meals, Free Milk, and Reduced-Price Meals*.
- 4.2 The County shall retain control of the quality, extent, and general nature of its food service and the prices to be charged for meals, milk, a la carte items, adult meals, and vending machine items, as applicable.
- 4.3 The County shall monitor the food service through periodic on-site reviews to include the inspection of meals, food preparation, storage and service areas, sanitation practices, and procedures for accurately counting and claiming meals provided that nothing in this paragraph shall be construed as to relieve the FSMC of its independent obligation to provide proper oversight and supervision of its operations or to otherwise comply with State and Federal rules and/or regulations.
- 4.4 The County shall approve the menus and recipes for meals and other food to be served or sold to students to ensure compliance with the rules and regulations of the Illinois State Board of Education and the United States Department of Agriculture.
- 4.5 The County shall inform the FSMC of any adjustments to menus and monitor implementation of adjustments.
- 4.6 The County shall retain signatory authority on the Illinois State Board of Education *Annual School Application for Participation in Child Nutrition, Illinois Free Breakfast and Lunch, and Food Distribution Programs; the Policy Statement for Free Meals, Free Milk, and Reduced-Price Meals; the Permanent Agreement; and the Child Nutrition Program Monthly Claim for Reimbursement*.
- 4.7 The County shall establish internal controls which ensure the accuracy of meal counts prior to the submission of each *Monthly Claim for Reimbursement* including:
- On-site reviews of the meal counting and claiming system,
 - Reviews of meal count data for each site, and
 - Edit checks of meal count data against the product of the eligibility data times an attendance factor.
- 4.8 The County shall ensure USDA Foods received for use by the County and made available to the FSMC are utilized within the specified Term of this Contract in the County's food service operation for the preparation and service of meals and for other allowable uses in accordance with the Code of Federal Regulations, 7 C.F.R. Part 250.
- 4.9 The County shall maintain and post, in a publicly visible location, all reports on the most recent food safety inspection, and provide a copy of the food safety inspection reports to a member of the public upon request.
- 4.10 The County shall maintain and assure all state and local regulations are met by the FSMC preparing or serving meals at County facilities.

- 4.11 The County shall be responsible for receiving medical statements regarding Residents' disabilities/special dietary needs and shall ensure the FSMC complies with all special dietary accommodation requirements. Substitutions are made on a case-by-case basis and must be supported by a statement of the need for substitutes that includes the recommended alternate foods, unless otherwise exempted by the Food and Nutrition Service, USDA. In the case of a student with disabilities, the statement must be signed by a medical doctor. For Residents without disabilities, the statement must be signed by a recognized medical authority.
- 4.12 The County shall distribute and collect the letter and household applications for free and reduced-price meals or milk and determine eligibility of students for meal benefits, as applicable.
- 4.13 The County shall verify applications for free and reduced-price meals and conduct any appeals or hearings for eligibility determinations.
- 4.14 The County shall be responsible for resolution of program reviews and audit findings.

SECTION 5
FOOD SERVICE MANAGEMENT COMPANY RESPONSIBILITIES

- 5.1 The FSMC shall provide its services hereunder at all times in accordance with generally accepted standards of care and best practices in the industry, and meet all requirements for the American Correctional Association and National Commission on Correctional Health Care standards.
- 5.2 The FSMC shall serve, on such days and at such times as requested by the County:
- 5.2.1 Breakfasts, priced as a unit, which meet USDA requirements
 - 5.2.2 Lunches, priced as a unit, which meet USDA requirements
 - 5.2.3 After-school snacks, priced as a unit, pursuant to the After-School Care Program
 - 5.2.5 Other foods as agreed upon by the FSMC and the County, pursuant to applicable regulatory requirements
 - 5.2.5 Dinners, priced as a unit, which meet USDA requirements
 - 5.2.6 Evening snacks priced as a unit
- 5.3 The FSMC shall serve free, reduced-price, and paid meals and/or free milk to those children designated by the County, as applicable.
- 5.4 The FSMC shall implement the collection procedures as specified by the County and approved by the Illinois State Board of Education.
- 5.5 The FSMC shall implement the *Offer versus Serve* provision at the food service sites specified by the County on Exhibit A.
- 5.6 The FSMC shall adhere to the 21-day cycle menu(s) and portion sizes specified by the County on Exhibit B for the first 21 days of meal service. Thereafter, changes in the menu(s) may be made with prior approval of the County who shall ensure all foods and beverages are of equivalent or better quality and variety as the food and beverages required for the first 21 days of meal service. The meals must meet the Food-Based Meal Pattern as designated herein by the County for each Term of the Contract, if applicable. Meals must adhere to the highest calorie range, Grades 9-12, for all meals, and meet the nutrition standards for National School Lunch, School Breakfast, and/or summer meals programs for the Grades 9 -12 groups of school children and as listed in Exhibit C.
- 5.7 The serving sizes provided by the County on the 21-day cycle menu(s) in Exhibit B are, in most cases based on the required minimum serving sizes stated in Exhibit C. If the serving sizes for the food items indicated on the menu(s) do not meet the required average daily calorie ranges per five-day week and the nutrient standards as stated in Exhibit C, the FSMC must adjust the serving sizes and/or provide additional food items as necessary to meet the highest calorie ranges and nutrient standards while meeting all Food-Based Meal Pattern requirements and without significantly altering the 21-day cycle menu(s).
- 5.8 The FSMC shall be responsible for providing meals and menus appropriate for the age of the Residents served and acceptable to Residents evidenced by a minimum of plate waste and participation levels in the National School Lunch, School Breakfast, and/or summer meals programs, as applicable.

- 5.9 The FSMC shall adhere to and assist in the implementation, enforcement, and evaluation of all nutrition-related requirements in the County's Local Wellness Policy. The FSMC shall remain informed of increasing industry standards and assist the County in modifying its Local Wellness Policy to reflect the highest current nutrition-related standards. Refer to Exhibit H.
- 5.10 The FSMC shall cooperate with the County in promoting nutrition education and coordinating the County's food service with classroom instruction.
- 5.11 The FSMC shall use County facilities for preparation of food to be served as specified on Exhibit A.
- 5.12 The FSMC is required to substitute food components of the meal pattern for Residents with disabilities in accordance with 7 C.F.R. § 15b when the disability restricts their diet and is permitted to make substitutions for Residents without disabilities when they are unable to eat regular meals because of a medical or special dietary need. Refer to the requirements outlined in Section 4.
- 5.13 The FSMC shall deposit daily all monies in the County's nonprofit food service account, as applicable.
- 5.14 The FSMC shall comply with all local and state sanitation requirements.
- 5.15 It will be the joint responsibility of the County and the FSMC to protect the anonymity of all Residents receiving free meals, and methods for ensuring anonymity shall be jointly agreed upon; provided that nothing in this paragraph shall be construed to relieve the FSMC of its independent obligation to protect the anonymity of all Residents receiving free meals and to provide the required quality and extent of goods and services hereunder.
- 5.16 At the County's discretion, the County may conduct performance reviews of the FSMC's performance under the Contract. Any services performed under this Contract shall be subject to a performance review. The FSMC shall cooperate with the County in these reviews, which may require the FSMC to provide records of its performance. Performance reviews may be used by the County to determine whether to enter into future contractual relationships with the FSMC, including subsequent Contract Renewal Terms, as applicable. Performance reviews may include, but are not limited to:
- Completion and performance of contractual services rendered;
 - Adherence to the meal pattern and food specification requirements, including quality and variety;
 - Performance on County On-Site Reviews and status of required corrective action, if any;
 - Performance on State and/or Federal reviews and status of corrective action, if any;
 - Responsiveness of local staff and management to the County's needs, including the Advisory Board and Local Wellness Committee, as applicable; and
 - Responsiveness of regional management to the County and local staff/management.
- 5.17 Contractor shall purchase, at the County's cost, the physical inventory of food, cleaning supplies, etc. (credit to be issued on first month's invoice). The inventory will be conducted by both parties one day prior to implementation of this contract. The current Contractor owns the inventory.

5.19 **CONTINGENCY PLANNING**

Each Bidder shall provide in its bid, a Contingency Plan, for providing service in the event of lockdowns, strikes by the Contractor's employees, tornado, riots, fire, power failure or other catastrophic events that may curtail or impact on the normal operation of the Detention Center. Contingency plans shall include the FSMC's plans for providing uninterrupted food services including, but not limited to, designation of off-site location for food preparation where necessary; alternative staffing plans; and any other bids to demonstrate the capability of responding to catastrophic occurrences. In contingency plans, any facility outside of the detention center that the FSMC proposes to prepare meals, must maintain its health certification, while operating under this contract. Any additional charges as a result of the events listed above must be outlined (i.e. packaging, transportation, etc.)

The FSMC will be required to have on site, sufficient commodities to provide for, not less than five (5) days of three (3) complete meals, for residents and County detention staff, in case of emergency.

SECTION 6 USDA FOODS

- 6.1 Any USDA Foods received for use by the County and made available to the FSMC shall be utilized within the specified Term of this Contract in the County's food service operation for the preparation and service of meals and for other allowable uses in accordance with the Code of Federal Regulations, 7 C.F.R. Part 250.
- 6.2 The FSMC shall accept and use USDA Foods in as large a quantity as may be efficiently utilized in the nonprofit food service subject to approval of the County. The County and FSMC must order USDA Foods on the Illinois Commodity System (ICS) in quantities sufficient to receive and credit the County for USDA Foods totaling at least 85% of the County's annual USDA Foods entitlement amount. The County's USDA Foods entitlement amount for the current school year is stated in Exhibit D.
- 6.3 The FSMC shall manage all USDA Foods to ensure the USDA Foods are utilized in the County's food service.
- 6.4 The FSMC shall manage all USDA ground beef, ground pork, and processed end products received in the County's food service. Commercially-purchased foods shall not be substituted for these foods.
- 6.5 The FSMC shall utilize all other USDA Foods, or substitute commercially-purchased foods of the same generic identity, of U.S. origin, and of equal or better quality than the USDA Foods as determined by the County, in the County's food service.
- 6.6 The FSMC shall credit the County's monthly bill/invoice the current market value of all USDA Foods received during each Contract Term as the USDA Foods are used in the County's food service. The FSMC must credit the County for all USDA Foods received for use in the County's food service each Contract Term whether the USDA Foods have been used or not. Such credit shall be issued in full prior to the expiration of each Contract Term.
- 6.7 Credit issued by the FSMC to the County for USDA Foods received during each Contract Term and used in the County's food service shall be recorded on the monthly bill/invoice as a separate line item and shall be clearly identified and labeled. Attached to the invoice shall be a detailed list identifying each received USDA Foods item used in the County's food service and each USDA Foods item credit issued for unused USDA Foods, along with the current market value as issued by the Illinois State Board of Education.
- 6.8 The current market value of USDA Foods is based on the prices issued by the Illinois State Board of Education in compliance with 7 C.F.R. § 250.58(e).
- 6.9 The County shall ensure the method and timing of crediting does not cause its cash resources to exceed limits established in 7 C.F.R. § 210.9(b)(2).
- 6.10 At the end of each Contract Term and upon expiration or termination of the Contract, a reconciliation shall be conducted by the County to ensure and verify correct and proper credit has been received for the full value of all USDA Foods received by the FSMC during each Contract Term for use in the County's food service.
- 6.11 The County shall verify receipt of USDA Foods shipments through its electronic records or by contacting the Illinois State Board of Education or processor as applicable.

- 6.12 The County reserves the right to conduct USDA Foods credit audits throughout each Contract Term to ensure compliance with federal regulations 7 C.F.R. Part 210 and Part 250.
- 6.13 The FSMC may store and inventory USDA Foods together with commercial foods purchased for use in the County's food service. The FSMC must meet all storage and inventory management requirements outlined in 7 C.F.R. Part 250. USDA ground beef, ground pork, and processed end products shall be stored in a manner that ensures usage in the County's food service.
- 6.14 The FSMC must accept liability for any negligence on their part that results in any loss, damage, out of condition, or improper use of USDA Foods not yet credited to the County, and shall credit the County either monthly or through a fiscal year-end reconciliation.
- 6.15 The County and FSMC shall consult and agree on end products to be produced from USDA Foods during each Contract Term. If the County and FSMC cannot agree on end products, the FSMC shall utilize the USDA Foods in the form furnished by the USDA.
- 6.16 The County shall have processing contracts in place when a commercial facility processes or repackages USDA Foods. The FSMC shall pay all related processing fees and costs. The County shall not be responsible for any costs associated with processing USDA Foods. The Illinois Recipient Agency Processing Contract, Illinois State Master Processing Contract, or National Processing Contract must be used as the basis for the processing agreement as determined by the Illinois State Board of Education. The terms and conditions of the processing contract must comply with 7 C.F.R. Part 250. In accordance with 7 CFR 250.51(a), the FSMC must credit the County for the full value of all USDA Foods received for use in the County's meal service in a school year or fiscal year (including both entitlement and bonus foods). This includes crediting for the value of USDA Foods contained in processed end products (per 6.19 below).
- 6.17 The FSMC shall not enter into subcontracts for further processing of USDA Foods.
- 6.18 The FSMC shall be responsible for all delivery and freight/handling costs associated with USDA Foods. Approximate annual delivery, freight/handling costs are \$459.06. The County shall be responsible for all storage and warehousing costs associated with USDA Foods. In the event that deliveries are such that food items and materials received exceed River Valley Detention Center capacity, the FSMC will be responsible for any costs incurred for storage and warehousing. The County shall provide reimbursement to the FSMC for USDA Foods stored by the County which are lost, damaged, or become out-of-condition, and for which the FSMC has already credited the County.
- 6.19 If the FSMC acts as an intermediary between a processor and the County, the FSMC shall credit the County for the value of USDA Foods contained in the processed end products at the USDA Foods processing agreement value unless the processor is providing such credit directly to the County. Such credit shall be issued to the County on the monthly bill/invoice as a separate line item entry and shall be clearly identified and labeled.
- 6.20 The FSMC shall have records maintained and available to substantiate the receipt, use, storage, and inventory of USDA Foods. The FSMC must submit to the County monthly inventory reports showing all transactions for processed and non-processed USDA Foods.
- 6.21 The County, Illinois State Board of Education, Comptroller General, and U.S. Department of Agriculture, or their duly authorized representatives, may perform on-site reviews of the FSMC's food service operation, including the review of records, to ensure compliance with the requirements of this Contract and federal regulations 7 C.F.R. Part 210 and Part 250.

- 6.22 The FSMC shall return all unused USDA ground beef products, ground pork products, and processed end products to the County upon termination, expiration, or non-renewal of the Contract.
- 6.23 At the discretion of the County, the FSMC may be required to return other unused USDA Foods to the County upon termination, expiration, or non-renewal of the Contract.
- 6.24 The County shall retain title to all USDA Foods provided to the FSMC for use in the County's food service.
- 6.25 The bid rate per meal must be calculated as if no USDA Foods were available

**SECTION 7
PURCHASES/BUY AMERICAN**

- 7.1 The FSMC shall retain title of all purchased food and nonfood items.
- 7.2 The FSMC shall purchase, to the maximum extent practicable, domestic commodities or products which are either an agricultural commodity produced in the United States or a food product processed in the United States substantially using agricultural commodities produced in the United States (U.S.).
- 7.3 The FSMC shall not substitute commercially-purchased foods for USDA ground beef, ground pork, and processed end products received.
- 7.4 The FSMC may substitute commercially-purchased foods for all other USDA Foods received. All commercially-purchased food substitutes must be of the same generic identity as the USDA Foods received, of U.S. origin, and of equal or better quality than the USDA Foods as determined by the County.
- 7.5 The County shall ensure commercially-purchased foods used in place of USDA Foods received are of the same generic identity as the USDA Foods received, of U.S. origin, and of equal or better quality than the USDA Foods as determined by the County.
- 7.6 The FSMC shall certify the percentage of U.S. content in the products supplied to the County.
- 7.7 The County reserves the right to review FSMC purchase records to ensure compliance with the *Buy American* provision in 7 C.F.R. Part 250.
- 7.8 The FSMC shall provide Nutrition Facts labels and any other documentation requested by the County to ensure compliance with U.S. content requirements.
- 7.9 For the duration of the Contract and all subsequent renewal Terms, as applicable, the FSMC shall purchase foods and beverages that are equivalent or better in quality and variety as those items required in the 21-day cycle menu, per the requirements outlined above, Exhibit B, and the food specifications contained herein.

**SECTION 8
USE OF FACILITIES AND EQUIPMENT**

- 8.1 The County shall make available without any cost or charge to the FSMC, the areas and premises agreeable to both parties in which the FSMC shall render its services.
- 8.2 The County shall furnish and install any equipment and make any structural changes needed to comply with federal, state, and local laws, ordinances, rules, and regulations.
- 8.3 All equipment owned by the current contractor is listed in Exhibit I. The FSMC awarded the Contract shall be responsible for providing and installing, as applicable, all equipment as designated in Exhibit I, if necessary for the provision of the contractual services required by this Contract.
- 8.4 The FSMC shall not use the County's facilities to produce food, meals, or services for other organizations or otherwise use the facilities of the County for any reason other than those specifically provided for in this Contract without the express written consent of the County.
- 8.5 The FSMC and County shall inventory the equipment and supplies owned by the County at the beginning of the fiscal year and the end of the fiscal year, including but not limited to flatware, trays, chinaware, glassware, and kitchen utensils. The FSMC will be responsible for correcting any discrepancies and any equipment repairs that are not the result of normal wear and tear within 30 days of the end-of-the-fiscal-year inventory.
- 8.6 The County shall repair and service equipment except when damages result from the use of less-than-reasonable care by the FSMC employees or agents as determined by the County. When damage results from less-than-reasonable care on the part of any FSMC employees or agents, it will be the FSMCs responsibility to repair and service the damaged equipment, incurring all applicable fees and costs, within a reasonable timeframe to ensure no disruption in service.
- 8.7 The County reserves the right, at its sole discretion, to use its facilities to sell or dispense any food or beverage before or after regularly scheduled lunch or breakfast periods provided such use does not interfere with the operation of the Child Nutrition Programs.
- 8.8 The County shall return facilities and equipment to the FSMC in the same condition as received when the County uses the facilities for extra-curricular activities.
- 8.9 The FSMC shall maintain the inventory of expendable equipment necessary for the food service and at the inventory level as specified by the County.
- 8.10 The County shall be legally responsible for any losses of USDA Foods which may arise due to equipment malfunction or loss of electrical power not within the control of the FSMC.
- 8.11 The FSMC and/or its employees or agents shall not remove equipment or property of the County from the County's premises including, but not limited to, food preparation and/or serving equipment.
- 8.12 The FSMC shall provide written notification to the County of any equipment belonging to the FSMC within ten days of its placement on County premises.
- 8.13 The County shall not be legally responsible for loss or damage to equipment and/or vehicles owned by the FSMC and located on County premises.
- 8.14 The County shall provide sanitary toilet facilities for the FSMC employees.

- 8.15 The County shall have access, with or without notice to the FSMC, to all County facilities used by the FSMC for inspection and audit purposes.
- 8.16 The FSMC shall surrender all equipment and furnishings in good repair and condition to the County upon termination of the Contract, reasonable wear and tear excepted.
- 8.17 The County must give prior approval and have final authority for the purchase of equipment used for the storage, preparation, serving, or delivery of school meals.
- 8.18 The County retains title to all property and equipment when placed in service. If the property and/or equipment is amortized through the FSMC and the Contract expires or is terminated, the County can return the property to the FSMC for full release of the unpaid balance or continue to make payments in accordance with amortization schedules.

SECTION 9 SANITATION

- 9.1 The FSMC shall place garbage and trash in containers as specified by the County and place them in designated areas.
- 9.2 The County shall remove all garbage and trash from the designated areas.
- 9.3 The FSMC shall clean the kitchen area including, but not limited to, sinks, counters, tables, chairs, flatware, and utensils.
- 9.4 The FSMC shall operate and care for all equipment and food service areas in a clean, safe, and healthy condition in accordance with standards acceptable to the County and comply with all applicable laws, ordinances, regulations, and rules of federal, state, and local authorities.
- 9.5 The County shall clean grease traps, walls, floors, light fixtures, window coverings, and ducts and hoods above the filter line.
- 9.6 The County shall provide extermination services as needed.
- 9.7 The County shall clean the dining/cafeteria area, including tables, chairs, and floors after the meal service.

SECTION 10 EMPLOYEES

- 10.1 The FSMC shall comply with all wage and hours of employment regulations of federal and state law.
- 10.2 The FSMC shall pay all FSMC employees in accordance with the Fair Labor Standards Act and any other applicable statutes.
- 10.3 The FSMC and County recognize that one of the most important elements of a successful food service program is the staff employed to administer the food service program. The FSMC shall be responsible for the employment of all staff necessary for the safe, timely, and efficient distribution of meals to residents.
- 10.4 The FSMC shall instruct its employees to abide by the policies, rules, and regulations, with respect to use of County premises, as established by the County and furnished in writing to the FSMC.
- 10.5 The FSMC shall provide the County with a list of its personnel policies and employee handbook.
- 10.6 The FSMC shall ensure that its employees undergo required fingerprint-based criminal history record checks. The County shall provide the required fingerprint-based criminal history record checks. Should the County, at any time during the pendency of the initial contract period, or during the two one-year contract renewal terms, be unable to continue performing required fingerprint-based criminal history record checks at its own expense, the FSMC shall fully absorb the costs of said required fingerprint-based criminal history record checks. If such an event occurs, the County shall provide thirty (30) days' notice to the FSMC that the FSMC must provide required fingerprint-based criminal history record checks at their own expense and notify the County of any findings. The required fingerprint-based criminal history records checks are conducted on all FSMC employees assigned to the County and results are provided to the County per the School Code of Illinois, 105 ILCS 5/10-21.9 and the policies and procedures of the County via River Valley Detention Center. Furthermore, the FSMC is not permitted to employ on the premises of the County any employee who has been convicted of an offense as described in 105 ILCS 5/21–23a.
- 10.7 For each FSMC employee, the FSMC shall perform periodic checks of the Statewide Sex Offender Database, as authorized by the Sex Offender Community Notification Law (730 ILCS § 152/101 *et seq.*), and the Statewide Child Murderer and Violent Offender Against Youth Database, as authorized by the Child Murderer and Violent Offender Against Youth Community Notification Law (730 ILCS § 154/75–105). All results must be provided to the County.
- 10.8 The County shall submit to the FSMC a current schedule of employees, positions, assigned locations, hours of work, wages and benefits (as applicable) on Exhibit G which must be used for bid calculation purposes at a minimum initial Contract Term cost to the FSMC of \$204,342.00.
- 10.9 The FSMC shall maintain the same minimum level of employee positions, hours, wages, and benefits as stipulated on Exhibit G throughout the entire Contract Term, and each subsequent Contract Term, as applicable, unless a reduction in the required levels is authorized by the County. The FSMC shall provide the County with written notice of any increases in employee positions, hours, wages, and benefits.

- 10.10 In the event a reduction in employee positions, hours, wages, and/or benefits occurs and such reduction is authorized by the County, the FSMC shall credit the County's monthly bill/invoice for the exact dollar amount related to the cost of the labor reduction as indicated on Exhibit G for the remainder of the Contract Term, and all subsequent Contract Terms, as applicable, including the value of any subsequent and future increases in employee wages and benefits. Such credits shall be termed a Labor Reduction Fee.
- 10.11 The FSMC must ensure that the employees' hours listed on Exhibit G are not used for catering or special functions.
- 10.12 The FSMC shall ensure that all individuals performing services on the FSMC's behalf in or for schools shall be free from communicable diseases, including tuberculosis, and administered a tuberculosis screening test if they have a documented positive tuberculosis screening test result or otherwise meet the requirements for tuberculosis screening as set forth in the Illinois Department of Public Health's rules (77 Ill. Adm. Code 696.140) prior to performing any such services in or for schools, and shall ensure that all such individuals comply with all requirements established by the Illinois Department of Public Health.
- 10.13 Upon written request of the County, the FSMC will remove any FSMC employee who violates health requirements or conducts himself/herself in a manner which is detrimental to the physical, mental, or moral well-being of students or staff, or otherwise violates County policies, procedures, and practices.
- 10.14 In the event of the removal or suspension of any employee, the FSMC shall immediately restructure its staff without disruption in service.
- 10.15 All food service personnel assigned to each school shall be instructed on the use of all emergency valves, switches, and fire and safety devices in the kitchen and cafeteria areas.
- 10.16 The FSMC shall provide daily, on-site supervisory personnel dedicated solely to the County, for the overall food service. The County retains final approval authority for the FSMC's local management position(s).
- 10.17 The FSMC shall conduct civil rights training for all food service employees, including front-line staff, on an annual basis. Civil rights training must include:
- Collection and use of data;
 - Effective public notification systems;
 - Complaint procedures;
 - Compliance review techniques;
 - Resolution of noncompliance;
 - Requirements for reasonable accommodation of persons with disabilities;
 - Requirements for language assistance;
 - Conflict resolution; and
 - Customer service.
- 10.18 The FSMC shall conduct periodic training on various food service-related topics for all food service employees.

**SECTION 11
DESIGNATION OF PROGRAM EXPENSE**

11.1 The FSMC guarantees to the County that the bid meal rates and fees for each reimbursable school meal and a la carte equivalent shall include the expenses designated under Column I. The FSMC shall be responsible for negotiating/paying all employees' fringe benefits, employee expenses, and accrued vacation and sick pay for staff on their payroll.

11.2 The County shall pay those expenses designated under Column II.

	<u>Column I</u>	<u>Column II</u>
LABOR		
Payroll, Managers, and/or Supervisors	<u>X</u>	<u> </u>
Payroll, Full-, and Part-Time Workers	<u>X</u>	<u> </u>
Payroll,		
Ticket Sellers	<u>N/A</u>	<u> </u>
Cashiers	<u>N/A</u>	<u> </u>
Drivers	<u>N/A</u>	<u> </u>

EMPLOYEE BENEFITS/COSTS—TO BE PAID BY PARTY DESIGNATED AS EMPLOYER. MAY INCLUDE, BUT NOT LIMITED TO:

- Life Insurance, Medical/Dental Insurance
- Retirement Plans, Social Security
- Vacation, Sick Leave, Holiday Pay
- Uniforms, Tuition Reimbursement
- Labor Relations
- Unemployment Compensation, Workers Compensation
- Processing and Payment of Payroll

FOOD

Food Products	<u>X</u>	<u> </u>
Commodity Delivery	<u>X</u>	<u> </u>
Commodity Freight/Handling Costs	<u>X</u>	<u> </u>
Food Storage/Warehouse	<u>X*</u>	<u>X</u>

OTHER EXPENSES

Accounting		
Bank Charges	<u> </u>	<u>N/A</u>
Data Processing	<u> </u>	<u>N/A</u>
Record Keeping	<u>X</u>	<u>X</u>
Processing and Payment of Invoices	<u> </u>	<u>X</u>
Equipment—Major		
Original Purchase	<u> </u>	<u>X</u>
Routine Maintenance	<u> </u>	<u>X</u>
Major Repairs	<u> </u>	<u>X</u>
Replacement	<u> </u>	<u>X</u>
Equipment—Expendable (Trays, tableware, glassware, utensils)		
Original Purchase	<u> </u>	<u>X</u>
Replacement	<u> </u>	<u>X</u>
Cleaning/Janitorial Supplies	<u> </u>	<u>X</u>

Insurance		
Liability Insurance	<u> X</u>	<u> X</u>
Insurance on Supplies/Inventory	<u> </u>	<u> X</u>
Laundry and Linen	<u> X</u>	<u> </u>
Office Materials	<u> X</u>	<u> </u>
Paper/Disposable Supplies	<u> X</u>	<u> </u>
Pest Control	<u> </u>	<u> X</u>
Postage	<u> X</u>	<u> </u>
Printing	<u> X</u>	<u> </u>
Product Testing	<u> X</u>	<u> </u>
Promotional Materials	<u> X</u>	<u> </u>
Taxes and License	<u> X</u>	<u> </u>
Telephone		
Local	<u> </u>	<u> X</u>
Long Distance	<u> X</u>	<u> </u>
Tickets/Tokens	<u> N/A</u>	<u> </u>
Training	<u> N/A</u>	<u> </u>
Transportation	<u> N/A</u>	<u> </u>
Trash Removal		
From Kitchen	<u> </u>	<u> X</u>
From School Premises	<u> N/A</u>	<u> N/A</u>
Travel		
Required	<u> N/A</u>	<u> N/A</u>
Requested	<u> N/A</u>	<u> N/A</u>
Vehicles	<u> N/A</u>	<u> N/A</u>

***In the event that deliveries are such that food items and materials received exceeds River Valley Detention Center’s capacity, the FSMC will be responsible for any costs incurred for storage and warehousing.**

SECTION 12 FEES

- 12.1 All bids must be calculated based on the menu(s) in Exhibit B and on the projected annual units provided on the *Bid Summary* form, both attached herein. All bids shall be submitted using the *Bid Summary* form. All rates must be written in ink or typed in the blank space(s) provided and the estimated totals must be carried out to the second decimal place and must not be rounded.
- 12.2 The bid rate(s) must be calculated net of applicable discounts, rebates, and credits received by the FSMC and must not include the use of USDA Foods or any alternate pricing structure.
- 12.3 The FSMC shall receive a fixed meal rate for each reimbursable school breakfast served.
- 12.4 The FSMC shall receive a fixed meal rate for each reimbursable school lunch served.
- 12.5 The FSMC shall receive a fixed meal rate for each dinner served.
- 12.6 The County shall pay the FSMC the fixed meal rate(s) within 30 days of submission of an invoice and for each monthly period of program operation.
- 12.7 The FSMC shall receive no payment for meals that are spoiled or unwholesome at the time of serving, that do not meet the detailed specifications for each food component or menu item in accordance with 7 C.F.R. Part 210, or that do not otherwise meet the requirements of the Contract.
- 12.8 The FSMC shall credit the County's monthly bill/invoice the current market value of all USDA Foods as designated herein. Credit issued by the FSMC to the County for USDA Foods received during each Contract Term and used in the County's food service shall be recorded on the monthly bill/invoice as a separate line item entry and shall be clearly identified and labeled. Attached to the invoice shall be a detailed list identifying each received USDA Foods item used in the County's food service and each USDA Foods item credit issued for unused commodities, along with the current market value as issued by the Illinois State Board of Education. Prior to the expiration of each Contract Term, the County shall be credited in full for all USDA Foods received.
- 12.9 The County shall ensure the method and timing of crediting does not cause its cash resources to exceed the limits established in 7 C.F.R. § 210.9(b) (2).
- 12.10 The FSMC must submit all invoices pertaining to the County nonprofit food service within 30 days of the last day of each month or the final day of the program.
- 12.11 The FSMC shall submit separate billing for special functions conducted outside of the nonprofit school food service account.
- 12.12 The fixed meal rate for meals must be calculated as if no USDA foods were available.

SECTION 13
REVENUE

- 13.1 The County shall receive all revenue from the food service.
- 13.2 The food service revenue shall be used only for the County's nonprofit food service.
- 13.3 The food service revenue shall flow through the County's chart of accounts.
- 13.4 All goods, services, or monies received as the result of any equipment or USDA Foods rebate shall be credited to the County's nonprofit food service account.
- 13.5 If reimbursement is denied as a direct result of the failure of the FSMC to comply with the provisions of this Contract, the FSMC shall assume responsibility for the amount denied.

SECTION 14
LICENSES, CERTIFICATIONS, AND TAXES

- 14.1 Throughout the Term of the Contract and each renewal Term, the FSMC shall obtain and maintain all applicable licenses, permits, and health certifications required by federal, state, and local law. The approximate cost for licenses/permits was \$550.00.
- 14.2 The FSMC 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.
- 14.3 The FSMC 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 Section 10-20.21(b) of the School Code (105 ILCS 5/10-20.21 [b]) and the Illinois Use Tax Act (35 ILCS 105/1 *et seq.*). The FSMC certifies that it is not barred from bidding or entering into this Contract under Section 10-20.21(b) of the School Code and that the County may declare this Contract void if this certification is false.

SECTION 15 RECORDKEEPING

- 15.1 The FSMC shall maintain such records as the County will need to meet monthly reporting responsibilities and will report claim information, including daily meal counts, to the County promptly at the end of each month.
- 15.2 The FSMC shall have records maintained and available to demonstrate compliance with the requirements relating to USDA Foods. Such records shall include the following:
- 15.2.1 The receipt, use, storage, and inventory of USDA Foods;
 - 15.2.2 Monthly inventory reports showing all transactions for processed and non-processed USDA Foods, as applicable; and
 - 15.2.3 Documentation of credits issued to the County for USDA Foods received.
- 15.3 All records relating to the Contract, including subsequent renewal Terms, if applicable, are property of the County and shall be maintained in original form on County premises for the duration of the Contract. At any time during the Contract, the County reserves the right to require the FSMC to surrender all records relating to the Contract to the County within 30 days of such request. Such records shall include, but are not limited to:
- All data, materials, and products created by the FSMC on behalf of the County and in furtherance of the Services;
 - Production records, including quantities and amounts of food used in preparation of each meal and food component of menus;
 - Standardized recipes and yield from recipes as deemed necessary per the requirements of paragraph 15.6;
 - Processed product nutritional analysis;
 - Nutritional content of individual food items and meals
 - Bills charged to the County for meals prepared under this Contract including the credit of USDA Foods where applicable
 - Inventory records
 - Food and bid specifications
 - All documents and records as noted in this *Invitation for Bid and Contract*
- 15.4 Upon expiration or termination of the Contract, the FSMC shall surrender all records as noted above, relating to the initial Contract and all subsequent renewal Terms, if applicable, to the County within 30 days of the Contract expiration or termination.
- 15.5 The County shall retain all records relating to the initial Contract and all subsequent renewal Terms for a period of three years either from the date the final Contract renewal Term has expired, receipt of final payment under the Contract is recorded, or after the County submits the final Claim for Reimbursement for the final fiscal year of the Contract, whichever occurs last.
- 15.6 All records must be available for the period of time specified above for the purpose of making audits, examinations, excerpts, and transcriptions by representatives of the County, the Illinois State Board of Education, the United States Department of Agriculture, and the Auditor General, and other governmental entities with monitoring authority at any reasonable time and place. If audit findings have not been resolved, the records shall be retained beyond the specified period as long as required for the resolution of the issues raised by the audit.

SECTION 16
TERMS AND TERMINATION

- 16.1 This Contract is effective for a one-year period commencing August 3, 2015, or upon written acceptance of the Contract, whichever occurs last, through August 2, 2016, (the "Term"), with options to renew yearly not to exceed two (2) additional years (each a renewal "Term").
- 16.2 Renewal of this Contract is contingent upon the fulfillment of all Contract provisions relating to USDA Foods.
- 16.3 Either the County or FSMC can terminate this Contract for cause or for convenience with a sixty-(60) day written notification. Following sixty-(60) day written notification, the County can terminate this Contract in whole or in part without the payment of any penalty or incurring any further obligation to the FSMC.
- 16.4 Following any termination for convenience, the FSMC shall be entitled to compensation for services completed upon submission of invoices and proof of claim for services provided under this Contract up to and including the date of termination. The County shall have the right to receive services from the Contractor through the effective date of the notice of termination, and may, at its election, procure such work from other contractors as may be necessary to complete the services.
- 16.5 Notwithstanding any provision to the contrary in this Contract, obligations of the County will cease immediately without penalty of further payment being required if sufficient funds for this Agreement are not appropriated by the Illinois General Assembly or a federal funding source, or such funds are otherwise not made available to the County for payments in accordance with this Contract.
- 16.6 Notwithstanding the notice period in paragraph 16.3, the County may immediately terminate the Contract, in whole or in part, upon notice to the FSMC if the County determines that the actions, or failure to act, of the FSMC, its agents, employees or subcontractors have caused, or reasonably could cause jeopardy to health, safety, or property; or if the County determines that the FSMC lacks the financial resources to perform under the Contract.
- 16.7 If the FSMC 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 FSMC requesting that the breach of noncompliance be remedied within sixty- (60) days. If the breach or noncompliance is not remedied by the specified period of time, the County may either: (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 Contractor 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 Contractor upon demand.
- 16.8 Neither the FSMC nor the County shall be responsible for any losses resulting if the fulfillment of the terms of the Contract is delayed or prevented by wars, acts of public enemies, strikes, fires, floods, acts of God, or any other acts which could not have been prevented by the exercise of due diligence ("Act of God"). The County may cancel the Contract without penalty if the FSMC's performance does not resume within thirty (30) days of the FSMC's interruption of services due to an Act of God.

16.9 The only rates and fees that may be adjusted in subsequent Contract Terms are the fixed rates and fixed fees contained herein. Before any fixed rate or fee adjustments can be implemented as part of a Contract renewal agreement, the FSMC shall document to the County, through a written financial analysis, the need for such adjustments. Adjustment of all individual per meal fixed rates and applicable fees in subsequent Contract Terms must not exceed the prior fiscal year (May – April) average of the Consumer Price Index. Percentage increases cannot be applied to any previous Contract Term's total estimated or actual Contract cost.

16.10 If the County, because of the Contractor's breach, terminates this Contract, at any time during the contract period, the County shall have the right to purchase items elsewhere and to charge the Contractor with any additional cost incurred, including but not limited to the cost of cover, incidental and consequential damages and the cost of re-bidding. The County may offset these additional costs against any sums otherwise due to the Contractor.

If the County of Will fails to appropriate funds to enable continued payment of multi-year Contracts the County may cancel, without termination charges provided Contractor received at least thirty (30) days prior written notice of termination.

16.11 TRANSFER OF OWNERSHIP OR ASSIGNMENT:

The terms and conditions of this contract shall be binding upon and shall enure to the benefit of the parties hereto and their respective successors and assigns. Prior to any sales or assignments the County of Will must be notified and approve same in writing.

16.12 WARRANTY:

Complete warranty information detailing period and coverage must be submitted.

SECTION 17
GENERAL CONTRACT TERMS

- 17.1 No provision of this Contract shall be assigned or subcontracted without prior written consent of the County.
- 17.2 This solicitation/Contract, exhibits, and attachments constitute the entire agreement between the County and FSMC and may not be changed, extended orally, or altered by course of conduct. **No other contracts will be signed by the County.**
- 17.3 Each party to this Contract represents and warrants to the other that: (a) it has the right, power and authority to enter into and perform its obligations under this Contract and (b) it has taken all requisite action (corporate, statutory or otherwise) to approve execution, delivery and performance of this Contract, and (c) this Contract constitutes a legal, valid and binding obligation upon itself in accordance with its terms.
- 17.4 Any silence, absence, or omission from the Contract specifications concerning any point shall be regarded as meaning that only the best commercial practices are to prevail, and all materials, workmanship, and services rendered shall be of a quality that would normally be specified by the County.
- 17.5 No course of dealing or failure of the County to enforce strictly any term, right, or condition of this Contract shall be construed as a waiver of such term, right, or condition. No express waiver of any term, right, or condition of this Contract shall operate as a waiver of any other term, right, or condition.
- 17.6 Payments on any claim shall not prevent the County from making claim for adjustment on any item found not to have been in accordance with the provisions of this Contract.
- 17.7 It is further agreed between the County and FSMC that the exhibits, attachments, and clauses attached and designated are hereby in all respects made a part of this Contract.
- 17.8 The FSMC shall comply with Title VI of the Civil Rights Act of 1964, as amended; USDA regulations implementing Title IX of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; Age Discrimination Act of 1975; 7CFR Parts 15, 15a, and 15b; and FNS Instruction 113-1, *Civil Rights Compliance and Enforcement—Nutrition Programs and Activities*, and any additions or amendments.
- 17.9 If this Contract is in excess of \$100,000, the County and FSMC shall comply with all applicable standards, orders, or regulations, including but not limited to:
- The Clean Air Act (42 U.S.C. § 7401 *et seq.*), the Clean Water Act (33 U.S.C. § 1311–1330, § 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 C.F.R. § 1.1 *et seq.*);
 - *Certification Regarding Lobbying* pursuant to 31 U.S.C. 1352 (Appendix A: 7 C.F.R. Part 3018); and
 - *Disclosure of Lobbying Activities* pursuant to 31 U.S.C. 1352 (Appendix A: 7 C.F.R. Part 3018).

- 17.10 The FSMC certifies compliance with:
- Energy Policy and Conservation Act (Pub. L. 94–163, 89 Stat. 871);
 - The Department of Labor regulations (29 C.F.R. Part 5); and
 - Executive Order 11246, entitled *Equal Employment Opportunity*, as amended by Executive Order 11375 and Department of Labor Regulation (41 C.F.R. Chapter 60).
- 17.11 The FSMC is subject to the provisions of Section 2209d of Title 7 of the United States Code due to the use of federal funds for the food service program. All announcements and other materials publicizing this program must include statements as to the amount and proportion of federal funding involved.
- 17.12 The Illinois State Board of Education and the United States Department of Agriculture are not parties to this Contract and are not obligated, liable, or responsible for any action or inaction by the County or the FSMC. The County has full responsibility for ensuring the terms of the Contract are fulfilled.
- 17.13 To the fullest extent permitted by law, the FSMC agrees to indemnify, defend, and hold harmless the County and its respective agents, officers and employees from and against any and all claims, demands, suits, liabilities, injuries (personal or bodily), property damage, causes of action, losses, costs, expenses, damages, or penalties, including, without limitation, reasonable defense costs, and reasonable legal fees, arising or resulting from, or occasioned by or in connection with (i) any bodily injury or property damage resulting or arising from any act or omission to act (whether negligent, willful, wrongful, or otherwise) by the FSMC, its subcontractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable; (ii) failure by the FSMC or its subcontractors to comply with any Laws applicable to the performance of the Services; (iii) any breach of this Contract, including, without limitation, any representation or warranty provided by the FSMC herein; (iv) any employment actions of any nature or kind including but not limited to, workers compensation, or labor action brought by the FSMC's employees; or (v) any identity breach or infringement of any copyright, trademark, patent, or other intellectual property right.

Nothing herein shall prohibit the County from selecting its own counsel or participating in any action.

17.14 **ILLINOIS FREEDOM OF INFORMATION ACT**

Any and all submissions to the County of Will become the property of the County of Will and these and any late submissions will not be returned. Your proposal will be open to the public under the Illinois Freedom of Information Act (FOIA) (5 ILCS 140) and other applicable laws and rules, unless you request in your proposal that we treat certain information as exempt. We will not honor requests to exempt entire proposals. You must show the specific grounds in FOIA or other law or rule that support exempt treatment. If you request exempt treatment, you must submit an additional copy of the proposal with exempt information deleted. This copy must tell the general nature of the material removed and shall retain as much of the proposal as possible. In the event the County of Will receives a request for a document submitted, the County of Will shall provide notice to contractor as soon as practicable. Regardless, contractor will be responsible for any costs or damages associated with defending your request for exempt treatment. Furthermore, contractor warrants that County of Will's responses to requests for a document submitted that is not requested to be exempt will not violate the rights of any third party.

Please be advised that if your proposal is accepted by the County of Will all related records maintained by, provided to, or required to be provided to the County of Will during the contract duration are subject to FOIA. In the event the County of Will receives a request for a document relating to contractor, its provision of services, or the arranging for the provision of services, the County of Will shall provide notice to contractor as soon as practicable and, within the period available under FOIA, contractor must then identify those records, or portions thereof, that it in

good faith believes to be exempt from production and the justification for such exemption. The FSMC shall then promptly turn over such records to the County, within the time period prescribed by FOIA. Regardless, contractor will be responsible for any costs or damages associated with defending the request for exempt treatment. Furthermore, contractor will warrant that County of Will's responses to requests for a document relating to contractor, its provision of services, or the arranging for the provision of services, will not violate the rights of any third party.

Please be advised also that FOIA provides that any record in the possession of a party with whom the County of Will has contracted to perform a governmental function on behalf of the County of Will, and that directly relates to the governmental function and is not otherwise exempt under FOIA is considered a public record of the County of Will for purposes of FOIA. 5 ILCS 140/7(2). As such, upon request by the County of Will (or any of its officers, agents, employees or officials), the contractor shall provide to the County of Will at no cost and within the time frames of FOIA a copy of any "public record" as required by FOIA and in compliance with the provisions of FOIA. After request by the County of Will, contractor may then identify those records, or portions thereof, that it in good faith believes to be exempt from production and the justification for such exemption. FSMC shall then promptly turn over such records to the County, within the time period prescribed by FOIA. Regardless, contractor will be responsible for any costs or damages associated with defending the request for exempt treatment. Furthermore, contractor shall warrant that County of Will's responses to requests for a document relating to contractor its provision of services, or the arranging for the provision of services, will not violate the rights of any third party.

- 17.15 Each Party, including its agents and subcontractors, to this Contract may have or gain access to confidential and proprietary data or information of the other Party including, without limitation, other technical information (including functional and technical specifications, designs, drawings, analysis, research, processes, computer programs, methods, ideas, "know how," and the like), business information (sales and marketing research, materials, plans, accounting and financial information, personnel records, and the like), all student data and information, and other information designated as confidential expressly or by the circumstances in which it is provided ("Confidential Information"). No Confidential Information collected, maintained, or used in the course of performance of the Contract shall be disseminated except as authorized by law and with the written consent of the disclosing Party, either during the Term of the Contract or thereafter. The recipient must return any and all Confidential Information used in the course of the performance of the Contract, in whatever form it is maintained, promptly upon termination of the Contract, or earlier at the request of the disclosing Party, or notify the disclosing Party in writing of its destruction, if destruction is permitted by the disclosing Party. Confidential Information does not include data or information lawfully in the recipient's possession prior to its acquisition from the disclosing Party; received by the recipient from a third party who was free to disclose it; publicly known through no breach of confidentiality obligation by the recipient; or independently developed by the recipient without the use or benefit of the disclosing Party's Confidential Information.
- 17.16 **Student/Resident Records.** The Contractor will comply with the relevant requirements of the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. 1232g) and the Illinois School Student Records Act (ISSRA) (105 ILCS 10/1 et seq.) regarding the confidentiality of student "education records" as defined in FERPA and "school student records" as defined in ISSRA. Any use of information contained in resident education records to be released must be approved by the County. To protect the confidentiality of resident education records, the Contractor will limit access to resident education records to those employees who reasonably need access to them in order to perform their responsibilities under this Contract. Any resident records in the Contractor's possession shall be returned to the County when no longer needed for the purposes for which they were provided, or at the County's written request, they shall be permanently destroyed and the Contractor shall provide written confirmation to the County upon the destruction of student/resident records.

SECTION 18
FOOD SPECIFICATIONS

- 18.1 All USDA Foods offered to the County and made available to the FSMC are acceptable and must be utilized in as large a quantity as may be efficiently utilized.
- For all other food components, specifications shall be as follows:
- 18.2 All breads, bread alternates, and grains must be whole grain-rich. All breads and grains must be fresh (or frozen, if applicable) and must meet the minimum weight per serving as listed on Exhibit C. If applicable, product should be in moisture-proof wrapping and pack-code date provided.
- 18.3 All meat and poultry must have been inspected by the United States Department of Agriculture (USDA) and must be free from off color or odor.
- 18.3.1 Beef must be at least 70:30 lean to fat, preferably 80:20 lean to fat;
- 18.3.2 Poultry should be U.S. Grade A when applicable and should meet the recommendations outlined in *Specifications for Poultry Products, A Guide for Food Service Operators* from the USDA;
- 18.3.3 For breaded and battered items, all flours must meet the requirements for breads/grains credit and breading/batter must not exceed 30 percent of the weight of the finished product; and
- 18.3.4 For sausage patties, the maximum fat allowed is 50 percent by weight; industry standard of 38 to 42 percent fat preferred.
- 18.4 All cured processed meats (bologna, frankfurters, luncheon meat, salami, others) shall be made from beef and/or poultry. No variety meats, fillers, extenders, non-fat milk solids, or cereal will be allowed. Meats must not show evidence of greening, streaking, or other discoloration.
- 18.5 All cheese should be firm, compact, and free from gas holes; free of mold; free of undesirable flavor and odors; pasteurized when applicable; and preferably reduced- or low-fat. All cheese should also have a bright, uniform, and attractive appearance; have a pleasing flavor; demonstrate satisfactory meltability; and contain proper moisture and salt content.
- 18.6 All fish must have been inspected by the United States Department of Commerce (USDC) and meet minimum flesh and batter/breading requirements for a USDC Grade A product or a product packed under federal inspection (PUFI) by the USDC.
- 18.7 All fresh fruits must be ripe and in good condition when delivered and must be ready for consumption per the USDA *Food Buying Guide*. At a minimum, fruits must meet the food distributors' second-quality level. Fruits should have characteristic color and good flavor and be well-shaped and free from scars and bruises. Size must produce a yield equal to or greater than the attached 21-day cycle menu requirements.
- 18.8 All fresh vegetables must be ripe and in good condition when delivered and must be ready for consumption per the USDA *Food Buying Guide*. At a minimum, vegetables must meet the food distributors' second-quality level. Vegetables should have characteristic color and good flavor, be well shaped, and free from discoloration, blemishes, and decay. Size must produce a yield equal to or greater than the attached 21-day cycle menu requirements.

- 18.9 All canned vegetables must meet the food distributors' first quality level (extra fancy and fancy) and canned fruits (standard) must meet the second quality level. Vegetables should have characteristic color and good fresh flavor and be free from discoloration, blemishes, and decay.
- 18.10 Eggs must be inspected and passed by the state or federal Department of Agriculture and used within 30 days of date on carton. Eggs should be Grade A, uniform in size, clean, sound-shelled, and free of foreign odors or flavors.
- 18.11 Sauces, such as gravy, spaghetti sauce, pizza sauce, etc., must be smooth and uniform in color with no foreign substance, flavor, odor, or off color.
- 18.12 If applicable, the food production facility, manufacturing plant, and products must meet all sanitary and other requirements of the Food, Drug, and Cosmetic Act and other regulations that support the wholesomeness of products.
- 18.13 Meals and food items must be stored and prepared under properly controlled temperatures and in accordance with all applicable health and sanitation regulations.
- 18.14 All fruit juices must be 100 percent fruit juice.
- 18.15 When the specification calls for "Brand Name or Equivalent", the brand name product is acceptable. Other products may be considered with proof that such products meet stated specifications and are deemed equivalent to the brand products in terms of quality, performance, and desired characteristics, as determined by the County.
- 18.16 All food items must adhere to the sodium target levels in subsequent Contract Terms, if applicable, as required by the USDA *Nutrition Standards in the National School Lunch and School Breakfast Programs, Implementation Timeline for Final Rule* and/or other subsequent guidance issued by the USDA.
- 18.17 Nutrition labels or manufacturer specifications must indicate zero grams of trans fat per serving for all foods.
- 18.18 Fluid milk must be low-fat (1 percent milk fat or less, unflavored only) or fat-free (unflavored or flavored). Two choices must be offered daily as required by the County.

18.19 MEALS - ADDITIONAL COUNTY PARAMETERS

MEAL DISTRIBUTION: Food is served from a counter on regular trays. Residents are fed one pod at a time.

MEAL ORDERING: The Detention Center will give to the FSMC, a notice as to the approximate number of meals required for the following meal.

NUMBER OF MEALS: The number of Residents may vary. Bid pricing submitted will be on a sliding scale. Meals are to be provided to the detainees of River Valley Juvenile Detention Center three (3) times per day, seven days per week, fifty-two weeks per year, including leap year. The menu cycle will be three (3) weeks with all portion sizes specified on the menu including cooked-weight of meat in combination dishes. The cycle menu is to be submitted to the Superintendent and/or Business Manager for approval.

OPERATIONS: Meals will be provided three times per day. Meal times would vary according to school scheduling. Listed below are ranges and approximate meal durations.

- BREAKFAST:** approximately 7:15 – 8:15 a.m.
- LUNCH:** approximately 10:15 a.m. to 11:15 a.m.
- DINNER:** approximately 4:15 p.m. to 5:15 p.m.

MENU:

The successful FSMC will be required to serve tasty, appetizing, wholesome quality food. A proposed 21-day meal plan to include specific portion sizes (including cooked or raw weight when appropriate), caloric content and special or holiday type meal variations, one per month must be submitted with your bid. The “Special” meals shall be at no additional charge. In addition to the twenty one (21) day cycle meal plan, the FSMC shall include a special menu of proposed meals for Residents on modified, medical and/or religious diets (MMR). Both regular and MMR meals shall be reviewed and approved by a Registered Dietitian to meet or exceed the applicable dairy standards for juvenile Residents for nutritional and caloric content as established by the Illinois County Juvenile Detention Standards. A full nutritional analysis must be provided by the FSMC for each menu submitted. Each menu must include actual portion sizes. This analysis must be signed by a registered dietitian along with the dietitian registration number. **In addition, menus submitted must meet the School Breakfast/School Lunch Requirements. The menus must meet the Food-Based Menu Planning option.** Bid pricing submitted shall be based on the sample menus enclosed. **(See Exhibit B).**

Residents are provided “special” or Holiday type meals. These are to be provided at the same charge submitted on the bid pricing page for regular meals. Listed are examples of the “special” meals provided.

4 th of July Lunch Menu	Easter Dinner Menu	Christmas Dinner Menu
BBQ Boneless Pork Rib Corn French Fries Fresh Baked Kaiser Rolls Fruit Apple Pie Vanilla Ice Cream Chocolate Milk	Glazed Baked Ham Candied Sweet Potatoes Seasoned Corn Mixed Green Salad Rolls/Oleo Ice Cream/Jelly Beans 2% Milk	Roast White Turkey with Dressing Mashed Potatoes Cranberry Sauce Giblet Gravy Seasoned Peas Garden Salad Rolls/Oleo Ice Cream/Apple Pie Square 2% Milk

BID PRICING

The Contractor agrees to provide food services for the detainees of the River Valley Juvenile Detention Center, 3200 W. McDonough St., Joliet, Illinois, at the prices submitted below. Pricing will be on a sliding scale based upon the number of meals served. Contractor bills shall reflect "actual meals served" which includes counts for detainees.

ITEM #1 – MEALS AND SNACKS

NUMBER OF MEALS	PRICE PER MEAL BREAKFAST	PRICE PER MEAL LUNCH	PRICE PER MEAL DINNER
20 OR LESS	\$	\$	\$
21-40	\$	\$	\$
41-59	\$	\$	\$
60-64	\$	\$	\$
65-69	\$	\$	\$
70-74	\$	\$	\$
75-79	\$	\$	\$
80-84	\$	\$	\$
85-89	\$	\$	\$
90 and above	\$	\$	\$

For bid pricing evaluation purposes, the following computations shall be used:

Insert cost from above for 42 meals	Multiply by 14,784 approx. meals **	Total Estimated Meal Cost
Breakfast \$		Breakfast \$
Lunch \$		Lunch \$
Dinner \$		Dinner \$

**** This figure includes 3 meals per day for detainees**

Insert cost from above for 42 snacks	Multiply by 29,568 snacks **	Total Estimated Snack Cost
\$		Snacks \$

**** This figure includes 2 snacks per day for detainees**

TOTAL ESTIMATED LUMP SUM BID	\$
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The bidder verifies that they have provided service comparable to what is specified in this contract to the parties listed in the reference section below and authorizes the County to verify references of business and credit at its option.

BID AWARD CRITERIA:

This bid will be awarded to the lowest responsive, responsible bidder meeting specifications based upon the total estimated lump sum bid amount. A responsive, responsible bidder is one who has received a passing evaluation in all sections and has included with their bid all the required submittals. The County reserves the right to decline the school lunch subsidy and to award based upon the lowest proposed alternate lump sum amount.

TOTAL ESTIMATED LUMP SUM BID:

\$ _____
Total (in figures)

_____ Dollars and _____ Cents.
(Print or Type)

The Contractor agrees to provide the equipment, service and supplies described above and in the contract specifications under the conditions outlined in attached documents for the amount stated above.

X _____ **CORPORATE SEAL**
(Signature and Title) (Date) (If available)

BID MUST BE SIGNED FOR CONSIDERATION

Subscribed and Sworn to before me this _____ day of _____
AD, 2015

_____ My Commission Expires: _____
(Notary Public)

Receipt of Addenda Signature Form

Date Released: April 22, 2015
Due: May 19, 2015, 11:00 A.M.
Open: May 19, 2015, 11:10 A.M.

PURCHASING DEPARTMENT
COUNTY OF WILL
302 N. CHICAGO ST.
JOLIET, IL. 60431

CONTRACT FOR
2015-2 RIVER VALLEY
FOOD SERVICE BID

NAME _____ F.E.I.N. # _____
ADDRESS _____
CITY _____ STATE _____ ZIP _____ **Please check one:**
CONTACT _____ Minority Vendor yes no
PHONE _____ FAX _____ EMAIL _____

ADDENDUM RECEIPT: Receipt of the following Addendum to the Bidding Documents is hereby acknowledged:

No. _____, dated _____, signed _____

ADDENDUM RECEIPT: Receipt of the following Addendum to the Bidding Documents is hereby acknowledged:

No. _____, dated _____, signed _____

ADDENDUM RECEIPT: Receipt of the following Addendum to the Bidding Documents is hereby acknowledged:

No. _____, dated _____, signed _____

ADDENDUM RECEIPT: Receipt of the following Addendum to the Bidding Documents is hereby acknowledged:

No. _____, dated _____, signed _____

LATE BIDS CANNOT BE ACCEPTED!

<u>Vendor Name (From):</u>	
<u>SEALED BID DOCUMENT</u>	
<u>BID #:</u>	2015-02
<u>DUE DATE:</u>	May 19, 2015
<u>DUE:</u>	11:00 A.M.
<u>DESCRIPTION:</u>	FOOD SERVICE
DATED MATERIAL-DELIVER IMMEDIATELY	
WILL COUNTY PURCHASING DEPARTMENT	
302 N. CHICAGO ST., 2ND FLOOR	
JOLIET, IL 60432	

PLEASE CUT OUT AND AFFIX THIS BID LABEL (ABOVE) TO
THE OUTERMOST ENVELOPE OF YOUR SEALED BID TO
HELP ENSURE PROPER DELIVERY!

LATE BIDS CANNOT BE ACCEPTED!