



OFFICE OF WILL COUNTY EXECUTIVE
LAWRENCE M. WALSH

Will County Office Building – 302 N Chicago Street – Joliet, Illinois 60432

Rita Weiss
Purchasing Director

(815) 740-4605
Fax (815) 740-4604
rweiss@willcountyillinois.com

July 19, 2017

To Whom It May Concern:

Sealed bids are invited by the County of Will for establishing a contract with a qualified firm or agency to provide prisoner commissary/trust services for the Will County Adult Detention Facility.

Specifications are attached hereto and are considered part of the SEALED BID package.

Sealed bids will be received in the Purchasing Department, 2nd floor, Will County Office Building, 302 N. Chicago Street, Joliet, IL. 60432, not later than **3:00 P.M., as indicated by the time stamp clock of Will County, Thursday, August 3, 2017.**

Bids will be publicly opened and read by the Will County Executive or his Representative at **3:10 PM, Thursday, August 3, 2017** at the Will County Office Building, 302 N. Chicago Street, 2nd Floor, Joliet, IL 60432.

The County of Will reserves the right to accept or reject any or all bids or proposals or to waive any non-material informality or irregularity in any bid received.

Should you have any questions regarding this bid, please contact the Purchasing Director, Rita Weiss at rweiss@willcountyillinois.com.

We welcome your bid.

Sincerely,

Rita Weiss

Rita Weiss
Purchasing Director

**ADVERTISEMENT OF BID
COMMISSARY/TRUST SERVICES
WILL COUNTY - ADULT DETENTION FACILITY
95 SOUTH CHICAGO STREET
JOLIET, ILLINOIS**

SEALED BIDS FOR **COMMISSARY/TRUST SERVICES, WILL COUNTY - ADULT DETENTION FACILITY** 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 **3:00 P.M., AS INDICATED BY THE TIME STAMP CLOCK OF WILL COUNTY, THURSDAY, AUGUST 3, 2017.**

SEALED BIDS WILL BE PUBLICLY OPENED AND READ BY THE WILL COUNTY EXECUTIVE OR HIS REPRESENTATIVE AT **3:10 P.M., THURSDAY, AUGUST 3, 2017,** 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

NOTICE TO BIDDERS

**COMMISSARY/TRUST SERVICES
WILL COUNTY - ADULT DETENTION FACILITY
95 SOUTH CHICAGO STREET
JOLIET, ILLINOIS**

You are invited to submit your sealed bid for the **Commissary/Trust Services for the Will County Adult Detention Facility (ADF), 95 South Chicago Street, Joliet, IL.**

SEALED BIDS:

Sealed bids will be received in the Purchasing Department, 2nd floor, Will County Office Building, 302 N Chicago Street, Joliet, IL. 60432, not later than **3:00 P.M., THURSDAY, AUGUST 3, 2017.** **BIDS RECEIVED AFTER THIS TIME WILL NOT BE ACCEPTED.**

Bids will be publicly opened and read by the Will County Executive or his Representative at **3:10 P.M., THURSDAY, AUGUST 3, 2017** at the Will County Office Building, 302 N Chicago Street, 2nd Floor, Joliet, IL 60432.

Bids must be made in accordance with the instructions contained herein.

The **complete set of Contract Documents shall be submitted** with the bid, in triplicate with **ONE ORIGINAL (CLEARLY MARKED), TWO COPIES (CLEARLY MARKED).**

Bids shall be submitted on the forms furnished by the County of Will in a sealed package, plainly marked, with the bidder's name, address, and the notation:

<u>SEALED BID:</u>	COMMISSARY/TRUST SERVICES WILL COUNTY - ADULT DETENTION FACILITY
<u>BIDS DUE:</u>	<u>THURSDAY, AUGUST 3, 2017, 3:00 P.M.</u>

Bids shall be addressed to the Will County Purchasing Department, Will County Office Building, 302 N. Chicago Street, Joliet, IL. 60432.

TAX EXEMPTION:

The County of Will is exempt from Federal, State and Municipal Taxes. Tax Exemption #E9992-5737 - 07

SIGNATURE OF BIDS:

The **signature on bid documents shall** be that of an authorized representative of bidder. An officer of or agent of the offering bidder who is empowered to bind the bidder in a contract shall sign the proposal and any clarifications to that proposal. Will County bears no responsibility in determining the authority of the signer and is entitled to rely on the representation of authority.

Each bidder, by making his bid, represents that he has read and understands the bidding documents. **Any bid not containing said signed documents shall be non-conforming and shall be rejected.**

BIDDING PROCEDURES:

1. All bids must be prepared on the forms provided by the County and submitted in triplicate, with **ONE ORIGINAL (CLEARLY MARKED), TWO COPIES (CLEARLY MARKED)**, in accordance with the Instructions to bidders.
2. A bid is invalid if it has not been deposited at the designated location prior to the time and date for receipt of bids indicated in the Advertisement for bids or prior to any extension thereof issued to the bidders.
3. 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) days after the time designated for the receipt of bids in the Advertisement for bids.
4. 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 five (5) days prior to date established for receipt of bids.
5. 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 proposal. Should a bidder find discrepancies or ambiguities in, or omissions 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) days prior to bid due date, 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 the Purchasing Director in writing at rweiss@willcountyillinois.com. After sealed bids are received, the bidder will make no allowance for oversight.

PRIME CONTRACTOR CERTIFICATION OF ELIGIBILITY TO BID:

Included in this bid package is a Prime Contractor Certification form. This form must be filled out, signed and returned with your sealed bid package or it will not be accepted.

ASSIGNMENT AND SUBLET OF CONTRACT:

The Bidder shall not sublet or assign this contract or any portion thereof, without prior written consent of the County.

CONFLICT OF INTEREST:

By submitting a bid, the Bidder certifies that no person holding any County office, elected or appointed, has any direct or indirect interest in this Contract, or in any transfer of benefits from this Contract. Breach of this certification shall lead to rejection of this bid or cancellation of the resulting contract. Contractor shall also be liable for any damages caused by this breach.

REJECTION OF BIDS:

The bidder acknowledges the right of the County of Will to reject any and all proposals for cause and to waive non-material informality or irregularity in any bid received, and to accept the bid deemed most favorable to the interest of the County of Will after all bids have been examined and evaluated.

NON-DISCRIMINATION:

The Contractor shall at all times observe and comply with any law, statute, regulation or the like relating in any way to civil rights including but not limited to 775 ILCS 10/1, et seq..

TAXES:

The Contractor 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.

CHOICE OF LAW AND VENUE:

The bid and this agreement shall be governed by the laws of the State of Illinois, without regard to conflict of law provisions. Venue for any cause of action related to this bid or agreement shall be the Twelfth Judicial Circuit, Will County, Illinois.

INDEMNIFICATION

In addition to the insurance requirements herein, the successful bidder shall be required to indemnify and hold harmless the County of Will, its elected officials, and employees, and shall be responsible for all costs, damages, fees, including reasonable attorney's fees, and other monetary expenditures arising out of or related to this project. In no event shall the County of Will, its elected officials, or employees be responsible for any act or omission of the successful bidder. It is understood that this obligation will survive the completion of the project and termination of the agreement.

RIGHT OF THE COUNTY TO TERMINATE CONTRACT:

1. If any of the Provisions of the Contract are violated by the Contractor, or if the Contractor shall disregard applicable law, ordinances, rules or regulations or work requirements as spelled out in the bid specifications, or the Contractor shall be adjudged as bankrupt or make a general assignment for the benefit of creditors, or if a receiver should be appointed for the Contractor, or if at any time during the progress of the work the Contractor should allow any indebtedness to accrue for labor, material, or equipment, and should the Contractor fail to pay for labor, material, or equipment, and should the Contractor fail to pay and discharge the same within 5 days after demand made by the person or persons furnishing such labor, material or equipment, the County may serve written notice upon the Contractor and the Surety of its intention to terminate the Contract. Unless within 10 days after the serving of such notice upon the Contractor, such violation or other matter shall have been corrected or satisfactory arrangement for correction have been made, the Contractor shall, upon the expiration of said 10 days, at County's option, cease and terminate work. The Contract shall then be null and void. Any additional work undertaken by the Contractor shall not be reimbursed by the County.
2. In the event of any such termination, the County shall immediately serve notice thereof upon the Surety and the Contractor, and the Surety shall have the right to take over and perform the Contract; provided, however, that if the Surety does not commence performance thereof within 10 days from the date of the

mailing of such Surety of notice of termination, the County may take over work and prosecute the same to completion by other Contract or by force. Contractor shall be liable to the County for any excess cost to the County occasioned thereby, and in such event the County may take possession of and utilize in completing the work, such material, equipment and the like as may be on the project site of the work and necessary therefore.

3. The County or its assign may terminate this agreement by giving the Contractor written notification of termination of this agreement by registered United States Mail, sufficient postage prepaid, return receipt requested, addressed to the Contractor at its address stated in the Contract, at least 14 days prior to termination, with service of such notice conclusively presumed to be received on date of dispatch. In such event, the Contractor shall only be entitled to receive a prorated payment for work actually performed pursuant to the Contract through date of termination. This method of termination shall be in addition to any other methods of termination previously mentioned or that may come about by operation of law.

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 et seq.) 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 or redacted. 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 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). 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 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. 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, or the arranging for the provision of services, will not violate the rights of any third party.

EVALUATION CRITERIA:

Several criteria will be used to evaluate the qualifications and reliability of potential Bidders, including, but not limited to: length of time the contractor has been in business, compliance with regulations, experience with similar clients, references, demonstrated understanding of the bid documents, conformity with specifications, inclusion of mandatory forms (proof of insurance, etc) and price.

AWARDING OF BID:

The bidder acknowledges the right of the County of Will to reject any bids not in compliance with the request for bids and the right to reject any and all bids and the right to waive any non-material informalities or irregularities for any bid received and to accept the lowest responsible, responsive bid after all bids have been examined and evaluated.

SUBMITTAL REQUIREMENTS:

Each of the following items shall be submitted by the bid time mentioned herein in order that the bid will be considered.

1. Signed Copy of Prime Contractor Certification
2. Signed Bid Form & Receipt of Addenda Form

PRIME CONTRACTOR CERTIFICATION

The undersigned hereby certifies that _____

Company

is not barred from contracting with any unit of State or local government as a result of a violation of either Section 33E-3 or 33E-4 of the Criminal Code of 1961.

Representative of Company

Title

Signature

Date

Note: A person who makes a false certificate commits a Class 3 Felony.

Sections 33E-3 and 33E-4 provide as follows:

33E-3. Bid-rigging. A person commits the offense of bid-rigging when he knowingly agrees with any person who is, or but for such agreement would be, a competitor of such person concerning any bid submitted or not submitted by such person or another to a unit of State or local government when with the intent that the bid submitted or not submitted will result in the award of a contract to such person or another and he either (1) provides such person or receives from another information concerning the price or other material term or terms of the bid which would otherwise not be disclosed to a competitor in an independent noncollusive submission of bids or (2) submits a bid that is of such a price or other material term or terms that he does not intend the bid to be accepted.

Bid-rigging is a Class 3 felony. Any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be barred for 5 years from the date of conviction from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent in behalf of the corporation as provided in paragraph (2) of subsection (a) of Section 5-4 of this Code.

33E-4 Bid rotating. A person commits the offense of bid rotating when, pursuant to any collusive scheme or agreement with another, he engages in a pattern over time (which, for the purposes of this Section, shall include at least 3 contract bids within a period of 10 years, the most recent of which occurs after the effective date of this amendatory Act of 1988) of submitting sealed bids to units of State or local government with the intent that the award of such bids rotates, or is distributed among, persons or business entities which submit bids on a substantial number of the same contracts. Bid rotating is a Class 2 felony. Any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be permanently barred from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent in behalf of the corporation as provided in paragraph (2) of subsection (a) **of Section 5-4 of this Code.**

Possible violations of Section 33 can be reported to the Office of the Will County State's Attorney at (815) 727-8453.

Receipt of Addenda Signature Form

Date Released: 7-19-17
Due: 8-03-17, 3:00 P.M.
Open: 8-03-17, 3:10 P.M.

**PURCHASING DEPARTMENT
COUNTY OF WILL
302 N. CHICAGO ST.
JOLIET, IL. 60432**

**CONTRACT FOR
2017-30 COMMISSARY/
TRUST SERVICES - ADF**

COMPANY NAME _____ F.E.I.N. # _____
ADDRESS _____
CITY _____ STATE _____ ZIP _____
CONTACT _____
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:

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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 Return Address:</u>	
<u>SEALED BID DOCUMENT</u>	
<u>BID #:</u>	2017-30
<u>DUE DATE:</u>	THURSDAY, AUGUST 3, 2017
<u>DUE:</u>	3:00 P.M.
<u>DESCRIPTION:</u>	COMMISSARY/TRUST SERVICES
 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!