

16AM 16-24

**AGREEMENT FOR FOOD SERVICES  
AT THE KENDALL COUNTY JAIL**

Now comes Consolidated Correctional Food Service, hereinafter referred to as "Contractor," and also comes the County of Kendall Illinois and the Kendall County Sheriff's Office ("KCSO"), hereinafter collectively referred to as "County." County and Contractor do hereby enter into this Agreement to provide Food Services at the Kendall County Jail ("Facility") this 31<sup>st</sup> day of MAY, 2016 ("Agreement"). Contractor shall provide meals at Facility upon terms and conditions as set forth herein.

**RECITALS:**

WHEREAS, the Constitution of the State of Illinois of 1970, Article VII, Section 10, provides that units of local government "may contract or otherwise associate with individuals, associations, and corporations in any manner not prohibited by law or by ordinance"; and

WHEREAS, County seeks to obtain food services at the Facility ("Services") and, in compliance with proper statutory procedure, County submitted the Kendall County Sheriff's Office Request for Proposals to Provide Food Services for Kendall County Jail, dated 4/29, 2016, ("RFP"), seeking vendor proposals for these Services, a true and correct copy of which is attached as Exhibit A; and

WHEREAS, after receiving and reviewing all properly submitted proposals, including the proposal from Contractor, attached as Exhibit B, County determined Contractor was the lowest, responsible Vendor proposing services in the best interest of the County; and

WHEREAS, County and Contractor wish to enter into an agreement wherein Contractor will provide Services to Facility consistent with the terms of this Agreement and the RFP; and

NOW, THEREFORE, in consideration of the premises and the mutual covenants hereafter set forth, the parties agree as follows:

1. RECITALS: The above recitals are incorporated as if fully restated herein.
2. RFP: The RFP from which this Agreement resulted is incorporated as if fully restated herein, including all appendices attached thereto. In the event of a conflict between the RFP and this Agreement, the Agreement governs.
3. STATUTORY COMPLIANCE: Contractor hereby agrees to furnish nutritious wholesome and palatable food to inmates and staff in accordance with this Agreement. The food service shall meet all current standards as established by:

- A. The American Correctional Association,
- B. The Food and Nutritional Board of the National Academy Science as prescribed for inmate, and
- C. The State of Illinois.

4. TERM: The initial term of this Agreement shall be from the 7<sup>TH</sup> day of JULY 2016 through and including the 6<sup>TH</sup> day of JULY, 2017. The parties may agree to renew this Agreement for up to two additional, consecutive, one-year terms. At the conclusion of this Agreement, the KCSO may extend the Agreement up to 120 calendar days for purposes of establishing a new contract or obtaining a new Contractor.

5. PRICES: Pricing shall be set at \$ see attached price quote per meal for the first one-year term of this Agreement.

6. ANNUAL PRICE ADJUSTMENTS: If the Agreement is extended for additional terms, the prices for those terms shall be as agreed to by parties and shall be set forth in writing, signed by both parties, prior to the start of the next contract term.

7. PROMPT PAYMENT: Contractor shall bill County approximately ten (10) business days after the end of the month in which services are rendered. Payment to Contractor will be made in accordance with the Local Government Prompt Payment Act. (50 ILCS 505/1).

8. OPERATIONAL RESPONSIBILITIES

A. Services: Contractor shall be responsible for the following services pursuant to the terms of this Agreement.

- i. Contractor shall provide three meals per day, including one cold (breakfast) and two hot meals (lunch and dinner). Breakfast shall be served cold. The daily caloric content should average at least 2,400 calories.
- ii. Meal delivery shall be set at a time mutually agreed upon between Contractor and Jail Administrator.
- iii. All menus shall be reviewed and approved by the Contractor's Registered Dietitian prior to being prepared and served, and must be adjusted according to the recommended dietary allowances stated by the National Academy of Sciences, United States Department of Agriculture, and the United States Department of Health and Human Services.
- iv. Contractor shall maintain detailed records of all meals served.
- v. Contractor will provide holiday meals on the following days:

Christmas, Easter, Fourth of July, and Thanksgiving.

- vi. No food extenders or filler will be used.
- vii. Contractor must maintain and submit weekly documentation of menus as they are actually served to the Jail Administrator for informational purposes.
- viii. Therapeutic diets shall be available upon medical authorization. Specific diets shall be prepared and served to inmates according to the orders of the responsible health authority, including snacks for diabetic prisoners. Special diets for religious reasons shall be accommodated as directed by the policies of the Facility.
- ix. Contractor shall provide sack meals as requested.
- x. Contractor will not prepare or serve pork, ham, bacon or any similar product containing any pork.
- xi. Special meals for medical, religious, or safety issues are included in the Agreement pricing.
- xii. The Contractor shall furnish meals to KCSO Corrections employees who are on duty at the time of meal service. Employees will pay for their meals directly through County. Contractor will bill County for employee meals at the same rate as inmate meals and provided a count of employee meals under a mutually agreed upon system. Employee's meals should be of the same type as inmate meals, unless other accommodations are agreed to by both parties.
- xiii. Contractor employee meals shall be provided for by Contractor, at no cost to the County, and should be of the same type as inmate meals.
- xiv. Contractor will provide food and meals as necessary in coordinating a response to a community-wide emergency or natural disaster, if requested by KCSO to do so, and at a cost comparable to the rate set forth in this Agreement.
- xv. Upon request by Jail Administrator, but only up to twice every 12 months, in order to consume and rotate KCSO's emergency supplies, the Contractor will prepare and serve, at no charge to the County, food furnished by the KCSO and maintained as part of KCSO's emergency supplies. On these days, Contractor will compensate County for the cost of any meals provided to Contractor's employees at the rate of inmate meals. County employees will pay the County for their meals at the rate set by the County for employee meals.

B. Food Preparation Standards:

- i. Contractor shall be responsible for all meals and insure that the entire food preparation, kitchen, kitchen restrooms, utensils, appliances, food service, and storage shall comply with all relevant standards and rules set by the Illinois Department of Public Health, Illinois Jail

- Standards, and American Correctional Association Standards.
- ii. Only USDA inspected and approved meats, poultry, eggs, and dairy products may be used.
  - iii. Contractor will cause the food to be plated or trayed in an eye-pleasing manner.
  - iv. Meals shall be prepared, cooked, and portioned by civilian labor provided by Contractor.
  - v. Contractor shall keep utensils, equipment, kitchen, bathroom, and storage areas continuously clean and tidy, in a manner that satisfies the State Jail Inspector, American Correctional Association Standards, the Jail Administration, and the Kendall County Health Department.
  - vi. Contractor shall obtain/possess any licenses and/or certificates required to furnish meals to adult inmates.
  - vii. Contractor shall assure that the dietary operation is in compliance with the standards set by the American Correctional Association and the State Department of Corrections.
  - viii. Contractor will obey all Federal, State, and local laws and ordinances regarding health, sanitation, and safety.

C. Employees/Inmate Labor

- i. Contractor will provide a list of employees and agents, identified by name, and title at the time this Agreement is executed. Contractor shall timely update that list throughout the term of the Agreement.
- ii. All inmate labor will be trained and carefully supervised by Contractor's employees.
- iii. Contractor's employees shall hold appropriate licenses and certifications required for this type of food service.
- iv. Contractor shall be responsible for any damage by its employees or agents, or damage done by inmate workers due to gross lack of training or supervision by Contractor, its employees or agents.

D. Security:

- i. KCSO will at all times be responsible for the physical security of the Facility and the continuing security of the inmates.
- ii. Contractor's employees and agents will be responsible for the security and control of their County issued keys and work tools. All tools, such as knives, peelers, etc., will be kept in a locked area when not in use. Contractor shall maintain a recorded inventory of all such items, and shall document any time an item is removed and returned to the locked area.
- iii. Contractor's employees and agents will follow security procedures established by the KCSO and the County and will take direction from

the KCSO correctional staff in an emergency situation.

- E. Grievances: Upon request of County, Contractor shall be responsible to answer and remedy, if appropriate, inmate grievances and complaints regarding food services.

9. EQUIPMENT AND FACILITIES:

- A. Contractor shall provide, if needed, any equipment necessary for the transportation of products, supplies, and personnel to or from the Facility. Contractor shall furnish all supplies, commodities, and equipment not supplied by County, but which are necessary for the efficient, sanitary, and economically sound operation of the food services program outlined in the Agreement. This shall include all cleaning and paper supplies not provided by County.
- B. Contractor shall supply all food, seasonings, and ingredients for the food service and kitchen at Facility.
- C. County shall furnish cleaning supplies, pots, pans, kitchen equipment, and utensils identified in appendix B of the RFP.
- D. County will provide, install, maintain, repair, and permit the Contractors to use the Capital Equipment which the County placed within the Facility.
- E. Contractor must provide disposable utensils for all persons identified by County staff as having communicable disease. Disposable utensils, plates, cups, etc., are to be biodegradable or able to be recycled. Polystyrene is not acceptable.
- F. Contractor shall properly use and maintain all County equipment. Contractor will be responsible for repair of damaged equipment due to negligence or willful conduct of Contractor's employees or agents. The County will provide preventative maintenance and repair service on all County owned equipment.
- G. County shall supply all utilities relating to the operation of the food service area, including garbage service, natural gas, water, and electric. County shall supply internet access, if needed, and basic local phone service. Any toll or long distance charges incurred by Contractors employees or agents will be reimbursed by the Contractor within thirty (30) calendar days after receipt of the bill. The Contractor will direct efforts at conserving utilities whenever possible.
- H. Facility shall at no times be used for the preparation of any foods or beverages other than those products to be delivered under Agreement.



I. Contractor and the County shall jointly inventory all Capital Equipment and food service related items under Contractor's direct control at the inception of the Agreement and annually thereafter. Copies of the inventory will be retained by Contractor and by the County. Contractor shall provide equivalent quality replacement supplies as necessary. All replacement supplies shall become the property of County.

10. NOTICE: Any notice required or permitted to be given pursuant to this Agreement shall be duly given if sent by fax, certified mail, or courier service and received, by the party listed below:

Notice to Kendall County: Kendall County Sheriff's Office  
Attention: Sheriff Dwight Baird  
Kendall County Public Safety Center  
1102 Cornell Lane  
Yorkville, Illinois, 60560  
fax (630) 553-4379

with copy sent to: Kendall County State's Attorney  
807 John Street  
Yorkville, Illinois, 60560  
fax (630) 553-4204

Notice to Contractor: Consolidated Correctional Foodservice  
ATTN: Rick W. Levi  
2670 106<sup>th</sup> St, Ste 140  
Des Moines, IA 50322  
Fax: (515) 254-0394

11. TERMINATION: Contractor may terminate this Agreement by providing one hundred and eighty (180) calendar days written notification. The County may terminate this Agreement upon thirty (30) calendar days written notice. In case of such termination, the Contractor shall be entitled to receive payment from the County for work completed prior to the termination date, but shall not be responsible for any additional costs, damages, and/or fees. In the event that this Agreement is terminated due to Contractor's default, the County shall be entitled to purchase substitute items and/or services elsewhere and charge the Contractor for any or all losses incurred, including attorney's fees and expenses. The Contractor will be deemed to have defaulted upon its failure to provide services consistent with, and as required by this Agreement.

Contractor shall notify County immediately of any change in its status resulting from any of the following: (a) Contractor is acquired by a non-affiliated party; (b) Contractor becomes insolvent; (c) Contractor, voluntarily or by operation law,

becomes subject to the provisions of any chapter of the Bankruptcy Act; or (d) Contractor ceases to conduct its operations in normal course of business. County shall have the option to terminate its contract with Contractor immediately on written notice based on any such change in status. For the purposes of this Agreement, a non-affiliated party shall mean any corporation, limited liability company or any other person that is not controlling, controlled by, or under common control with the Contractor.

12. WARRANTIES. All services to be undertaken by Contractor shall be carried out by competent and properly trained personnel of Contractor to the highest standards and to the satisfaction of County. All services, materials, and components shall conform to relevant manufactures' and equipment suppliers' specifications, and all equipments shall be obtained from original manufactures or suppliers approved by County. No warranties implied or explicit may be waived or denied.
13. ASSIGNMENT. Neither party shall assign, sublet, sell, or transfer its interest in this Agreement without the prior written consent of the other. The terms and conditions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
14. FORCE MAJEURE. Neither party will be responsible to the other for damage, loss, injury, or interruption of work if the damage, loss, injury, or interruption of work is caused solely by conditions that are beyond the reasonable control of the parties, and without the intentional misconduct or negligence, of that party (hereinafter referred to as a "force majeure event"). To the extent not within the control of either party, such force majeure events include: acts of God, acts of any governmental authorities, fire, explosions or other casualties, vandalism, and riots or war. A party claiming a force majeure event ("the claiming party") shall promptly notify the other party in writing, describing the nature and estimated duration of the claiming party's inability to perform due to the force majeure event. The cause of such inability to perform will be remedied by the claiming party with all reasonable dispatch.
15. BACKGROUND CHECKS/SECURITY: Contractor shall exercise general and overall control of its officers, employees and agents. Contractor agrees that no one shall be assigned to perform work at the Facility on behalf of Contractor, Contractor's consultants, subcontractors and their respective officers, employees, agents and assigns unless KCSO has completed a criminal background investigation for each individual. In the event that the individual's criminal background investigation reveals that the individual has a conviction record that has not been sealed, expunged or impounded under Section 5.2 of the Criminal Identification Act, Contractor agrees that the individual shall not be assigned to perform work on or at the Facility absent prior written consent from County and KCSO. County, at any time, for any reason and

in County's sole discretion, may require Contractor and/or Contractor's employees, consultants, and/or subcontractors to remove any individual from performing any further work under this Agreement.

Contractor understands, and agrees, that any person who takes into, or out of, or attempts to take into, or out of, the Facility, or the grounds belonging to or adjacent to the Facility, any item not specifically authorized by the Facility, such as contraband, shall be prosecuted. All persons, including Contractor's employees, agents, and visitors, entering the Facility are subject to routine searches of their persons, vehicles, property and/or packages at anytime without prior notice. Contraband shall include, but not be limited to, any dangerous drug, narcotic drug, intoxicating liquor, deadly weapon, dangerous instrument, ammunition, explosive or any other article whose use of or possession of would endanger the safety, security or preservation of order in a correctional facility or any persons therein. Contractor further agrees that it shall notify KCSO personnel of the loss or breakage of any tools and equipment while within the Facility.

16. HOLD HARMLESS / INDEMNIFICATION: Contractor will hold harmless and indemnify the County and the Kendall County Public Building Commission, together with their respective officials, officers, employees, including their past, present, and future board members, elected officials and agents with counsel of the County's own choosing, against all liabilities, claims, suits, demands, proceedings, and actions for any loss or damage, including reasonable attorneys' fees and other costs of litigation, caused or necessitated solely by the negligent, reckless, intentional, or deliberately indifferent conduct of Contractor, its employees, and agents, Pursuant to Illinois law, 55 ILCS 5/3-9005, any attorney representing the County, under this paragraph, must be approved by the Kendall County State's Attorney and appointed a Special Assistant State's Attorney. County's and the Kendall County Public Building Commission's participation in their defense shall not remove Contractor's duty to indemnify, defend, and hold County and the Kendall County Public Building Commission harmless, as set forth above.
17. INSURANCE: Contractor will obtain and continue in force, during the term of this Agreement, all insurance as set forth below. Each insurance policy shall not be cancelled or changed without thirty (30) days prior written notice, given by the insurance carrier to County. Before starting work hereunder, Contractor shall deposit with County certificates evidencing the insurance it is to provide hereunder: (a) Worker's Compensation and Occupational Disease Disability insurance, in compliance with the laws of the jurisdiction where the work is being performed, (b) Employer's comprehensive general liability insurance for both personal injury and property damage in the minimum amount of \$1,000,000 for each accident and \$2,000,000 aggregate per project, (c) Comprehensive business automobile liability



insurance in the minimum amount of \$1,000,000 combined single limit, (d) Minimum umbrella occurrence insurance of \$5,000,000 per occurrence and \$5,000,000 aggregate, (e) Professional liability insurance in the minimum amount of \$1,000,000 combined single limit. County, and the Kendall County Public Building Commission shall be named as an Additional Insured on a Primary and Non-Contributory basis with respect to the general liability, business auto liability and excess liability insurance. Further, the general liability and workers' compensation policies must include a waiver of subrogation in favor of County and the Kendall County Public Building Commission. County and the Kendall County Public Building Commission shall also be designated as certificate holders.

18. PRISON RAPE ELIMINATION ACT OF 2003 (PREA): Contractor will comply with PREA, applicable PREA standards, and the KCSO policies related to PREA for preventing, detecting, monitoring, investigating, and eradicating any form of sexual abuse within Facility. Contractor acknowledges that, in addition to self-monitoring, KCSO may conduct announced or unannounced monitoring to include on-site monitoring.
19. REMEDIES: In any action with respect to this Agreement, the parties are free to pursue any legal remedies at law or in equity. If County is required to take legal action to enforce performance of any of the terms, provisions, covenants and conditions of this Agreement, and by reason thereof, County is required to use the services of an attorney, then County shall be entitled to reasonable attorneys' fees, court costs, expenses and expert witness fees incurred by County pertaining thereto and in enforcement of any remedy, including costs and fees relating to any appeal.
20. INDEPENDENT CONTRACTOR RELATIONSHIP: It is understood and agreed that Contractor is an independent contractor and is not an employee of, partner of, agent of, or in a joint venture with County. Contractor understands and agrees that Contractor is solely responsible for paying all wages, benefits and any other compensation due and owing to Contractor's officers, employees, and agents for the performance of services set forth in the Agreement. Contractor further understands and agrees that Contractor is solely responsible for making all required payroll deductions and other tax and wage withholdings pursuant to state and federal law for Contractor's officers, employees, and/or agents who perform services as set forth in the Agreement. Contractor also acknowledges its obligation to obtain appropriate insurance coverage for the benefit of Contractor, Contractor's officers, employees and agents and agrees that County is not responsible for providing any insurance coverage for the benefit of Contractor, Contractor's officers, employees and agents. Contractor hereby agrees to defend with counsel of County's own choosing, indemnify and waive any right to recover alleged damages, penalties, interest, fees (including attorneys' fees), and/or costs from County, its board members, officials, employees, insurers, and

agents for any alleged injuries that Contractor, its officers, employees and/or agents may sustain while performing services under the Agreement.


21. CERTIFICATION: Contractor certifies that Contractor, its parent companies, subsidiaries, and affiliates are not barred from entering into this Agreement as a result of a violation of either 720 ILCS 5/33E-3 or 5/33E-4 (bid rigging or bid rotating) or as a result of a violation of 820 ILCS 130/1 *et seq.* (the Illinois Prevailing Wage Act)

Contractor further certifies by signing the Contract documents that Contractor, its parent companies, subsidiaries, and affiliates have not been convicted of, or are not barred for attempting to rig bids, price-fixing or attempting to fix prices as defined in the Sherman Anti-Trust Act and Clayton Act. 15 U.S.C. § 1 *et seq.*; and has not been convicted of or barred for bribery or attempting to bribe an officer or employee of a unit of state or local government or school district in the State of Illinois in that Officer's or employee's official capacity. Nor has Contractor made admission of guilt of such conduct which is a matter of record, nor has any official, officer, agent, or employee of the company been so convicted nor made such an admission

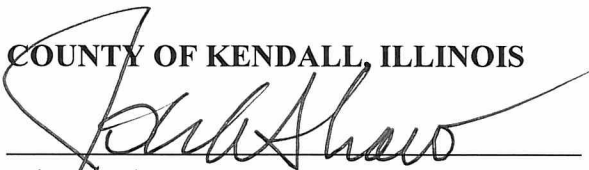
22. PROTECTION OF WORK AND CLEAN-UP: The Contractor shall be responsible for the protection of all work (including, but not limited to, all work performed by Contractor and all subcontractors) and shall at Contractor's own expense replace damaged or lost materials or repair damaged parts of the work, and the Contractor shall be liable therefore. Contractor and subcontractors shall take all risks from floods and casualties, and shall make no claim for damages for delay from such causes. The Contractor and subcontractors may, however, be allowed a reasonable extension of time on account of such delays, subject to the conditions herein before specified. The Contractor shall remove from the vicinity of the Facility all surplus material or equipment belonging to Contractor and subcontractors. within a reasonable time or as directed by the County.
23. NON-DISCRIMINATION: Contractor, its officers, employees, and agents agree not to commit unlawful discrimination and agree to comply with all applicable provisions of the Illinois Human Rights Act, Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, the Age Discrimination in Employment Act, Section 504 of the Federal Rehabilitation Act, and all applicable rules and regulations.
24. AUTHORITY TO EXECUTE AGREEMENT: County and Contractor each hereby warrant and represent that their respective signatures set forth below have been and are on the date of this Agreement duly authorized by all necessary and appropriate corporate and/or governmental action to execute this Agreement.

25. CHOICE OF LAW AND VENUE: This Agreement shall be construed in accordance with the law and Constitution of the State of Illinois and if any provision is invalid for any reason such invalidations shall not render invalid other provisions which can be given effect without the invalid provision. The parties agree that the venue for any legal proceedings between them shall be the Circuit Court of Kendall County, Illinois, Twenty-Third Judicial Circuit, State of Illinois.
26. TAXES: Contractor acknowledges that County is exempt from federal excise and transportation taxes. County is also exempt from payment of Illinois Sales Tax. KENDALL COUNTY TAX EXEMPTION IDENTIFICATION NUMBER: xxxxxx. The County agrees to notify Contractor promptly in the event of a change in its tax-exempt status.
27. ENTIRE AGREEMENT: This Agreement represents the entire Agreement between the parties and there are no other promises or conditions in any other Agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties and may not be modified except in writing acknowledged by both parties.
28. COUNTERPARTS: This Agreement may be executed in counterparts (including facsimile signatures), each of which shall be deemed to be an original and both of which shall constitute one and the same Agreement.

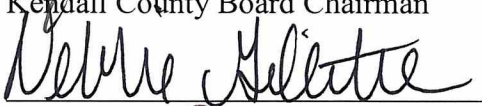
**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by their duly authorized officers on the above date.

  
 \_\_\_\_\_  
 Consolidated Correctional Food Service

5/31/16  
 \_\_\_\_\_  
 Date

**COUNTY OF KENDALL, ILLINOIS**  
  
 \_\_\_\_\_  
 John A. Shaw  
 Kendall County Board Chairman

5/17/16  
 \_\_\_\_\_  
 Date

  
 \_\_\_\_\_  
 Debbie Gillette  
 Kendall County Clerk/Recorder

5/17/16  
 \_\_\_\_\_  
 Date

  
 \_\_\_\_\_  
 Dwight Baird  
 Kendall County Sheriff

6/6/16  
 \_\_\_\_\_  
 Date

PRICES: Pricing shall be set at per meal for the first one year term of this agreement.

**Meal Plan\*\***

**2400 Minimum Calorie Menu**

<u># of Meals</u>	<u>*Rate per Meal</u>
80-89	\$1.48
90-99	\$1.39
100-109	\$1.33
110-119	\$1.26
120-129	\$1.23
130-139	\$1.18
140-149	\$1.16