



KENDALL COUNTY

SHERIFF



**Kendall County
Sheriff's Office
Invitation to Bid
to provide
Food Service for the Kendall
County Jail**

at the
Kendall County Sheriff's Office
1102 Cornell Lane
Yorkville, Illinois 60560
May 14, 2019



PROJECT OVERVIEW

Kendall County and the Kendall County Sheriff's Office ("KCSO") hereinafter collectively referred to as "County," is requesting bids for the retention of a food service management firm to provide all necessary food, labor, and supplies for Kendall County Jail ("Facility"). This Invitation to Bid is for a high quality and cost effective food service system. The successful vendor will be responsible for procuring food, preparing food, maintaining supplies and inventory, and staffing all administrative and operational functions described herein. The successful vendor will be able to provide food services, consisting of three (3) meals each day of the year, two (2) of which will be hot meals, for approximately 150 inmates. The vendor will also make provisions for a medically approved/necessary special meals and snack program to meet special needs requirements.

DEFINITIONS

<i>ITB:</i>	Invitation to Bid.
<i>County:</i>	The collective reference to Kendall County and the Kendall County Sheriff's Office.
<i>KCSO:</i>	Kendall County Sheriff's Office.
<i>Vendor:</i>	Party submitting a bid to County under this Invitation to Bid.
<i>Agreement:</i>	The document formalizing the contractual relationship between the successful Vendor and the County, resulting from the ITB .
<i>Contractor:</i>	The successful Vendor that enters into the contractual relationship with the County.
<i>Facility:</i>	The Kendall County Jail, including the kitchen facilities.
<i>Capital Equipment:</i>	Equipment that is used to prepare, store, cook, or deliver food, identified in Appendix A, which is attached and incorporated herein.
<i>Jail Administrator:</i>	The Jail Administrator is the Corrections Division Commander and is responsible for all of the operations that take place in the Jail.
<i>ADP:</i>	Average Daily Population

INSTRUCTION TO VENDORS

General Description: County is requesting sealed bids to provide inmate food services for the inmates housed in the Facility, located at 1102 Cornell Lane Yorkville, IL 60560.

Questions concerning this ITB:

All questions should be directed to:

Commander Bobby Richardson
Kendall County Sheriff's Office
1102 Cornell Lane
Yorkville, IL 60560
(630) 553-7500 x1104
brichardson@co.kendall.il.us

All replies will be issued to all Vendors of record in writing and will become part of the Agreement. Questions will not be answered orally. All questions must be submitted at least seven business days prior to the submittal deadline.

Pre-bid Conference and Facility Tour

A mandatory pre-bid conference and Facility Tour is scheduled for May 29, 2019 at 10:00A.M. CST. Any Vendor who does not attend the pre-bid conference and Facility tour will be disqualified from consideration for this project. At the Facility Tour, the Vendor must review the Capital Equipment identified Appendix A to insure that the Capital Equipment is sufficient to perform all work as proposed.

Submission of Bids

All Vendors must submit one original and two copies of their bid in a sealed package plainly marked in the lower left-hand corner "**Food Services Bid.**" Failure to submit a **bid** in a properly marked package may eliminate the **bid** from consideration.

The **bid** must be addressed to:

Commander Bobby Richardson
Kendall County Sheriff's Office
1120 Cornell Lane
Yorkville, IL 60560

Bids must be delivered no later than June 5, 2019 by 4:00 P. M. ("Due Date"). Bids received after the Due Date will not be considered.

All bids submitted shall be considered firm offers and will be binding for ninety (90) calendar days following the Due Date, unless, upon County's request, the Vendor(s) agrees to an extension.

Opening Bids and Awarding Agreement

Bids will be opened and publicly read on June 6, 2019 at 10:00 A.M. CST in the KCSO conference room. Bids will be evaluated and an award, if any, will be made to the lowest responsible bidder.

Reserved Rights: County reserve the following rights: (1) to waive or deviate from the procedures or timetable identified in ITB; (2) to supplement, amend, or otherwise modify the ITB, without notice; (3) to request additional information from Vendors; (4) to reject any or all bids; (5) to waive minor defects and technicalities; and (6) to award an Agreement which is in the best interest of the County and the KCSO..

Property of the County: The Vendor acknowledges that all **bid** materials become the property of the County and, as such, may be available to the public. By submitting a **bid**, the Vendor acknowledges that the County's decision is final, binding, and conclusive upon the Vendor for all purposes.

Award Criteria: In determining the lowest **responsible** Vendor the County will consider the following criteria:

- Quality, organization, clarity, and thoroughness of the **bid**
- Quality and quantity of the inmate food services to be rendered
- Qualifications and experience of the Vendor and key personnel
- Understanding of the project and the uniqueness of the Facility's needs
- Overall satisfaction of current and former clients
- Ability of the Vendor to begin services on an agreed upon date
- Reasonableness of the cost **bid**
- Any exceptions or conditions the Vendor sets forth in their **bid**

Execution of Agreement: The accepted Vendor shall assist and cooperate with the County and the KCSO in preparing the Agreement and within ten (10) business days of receiving the agreement shall execute same and return it to the KCSO. The Agreement shall substantially comply with the agreement attached as Appendix B. Each Vendor shall be prepared, upon written notice of bid acceptance, to commence work within fifteen (15) days of the execution of the Agreement.

Compliance with ITB: Bids that fail to comply with this ITB may be disqualified from consideration.

Mandatory Bid Requirements:

Bids for this project must contain the following information and be organized in the sequence identified below. Any supporting documentation should be included after the required information. All costs incurred in replying to this ITB are the responsibility of Vendor.

1. **Vendor Information:** Vendor name, primary contact, address, telephone number, facsimile, email, key personnel, and a brief history of the Vendor.
2. **Narrative:** Narrative statement explaining why the Vendor is especially qualified to undertake this project.

3. **Resumes:** Resumes of key personnel who will oversee this project.
4. **Statement of Food Handling:** A statement detailing how Vendor will provide for the correct handling, prompt storage, and/or rotation of food items, and how the Vendor will respond to issues that may occur with regard to food items purchased, including but not limited to food items ordered but not received or food items that are no longer fit for consumption when received.
5. **Transition Plan:** A detailed plan for transitioning the Facility from its current food service program to Vendor's food service program.
6. **Menus:** Sample menus to be served for a period of at least four (4) weeks, including a nutritional analysis of submitted menus and nutrition Compliance Statement, approved by a Registered Dietitian.
7. **Staff Recruitment:** An explanation of Vendor's method for recruiting and hiring staff for the Facility; attaching job descriptions as well as a copy of the Vendor's policy covering Equal Employment Opportunity practices.
8. **Education and Training:** An explanation as to how Vendor will provide continuing education and training for its employees and agents, the Facility's inmates, and the Facility's staff.
9. **References:** A list of at least three (3) of the Vendor's current clients with an ADP similar to that of this project, including the facility's name, ADP, primary contact's name and title, address, telephone number, and email.
10. **Scope of Services:** The bid must address all items listed in the Scope of Services section.

OBJECTIVE

- A. To select a professional food service management firm to provide food service for the Facility.
- B. To collect information necessary for the evaluation of competitive bids submitted by qualified bidders.
- C. To provide for a fair and objective evaluation of bids.
- D. To obtain an Agreement with the successful Vendor that will meet the following objectives:
 - 1) To deliver high quality food service that meets or exceeds the standard of the American Correctional Association Core Standards and Illinois County Jail Standards, and provides wholesome, healthy meals with caloric content of at least 2,400 calories per day.

- 2) To operate the food service program at a staffing level that is appropriate to accomplish the tasks contained herein.
- 3) To operate, in a cost effective manner, as an Independent Contractor, accountable to the Jail Administrator or his/her designee.
- 4) To maintain a cooperative collaborative relationship with the administration and staff of County.
- 5) To maintain complete and accurate records of meals served and billings for the purpose of providing a monthly report to the Jail Administrator.

SCOPE OF SERVICES

The successful Vendor that enters into an agreement with the County ("Contractor") will be expected to provide the following services as part of the food service management program:

OPERATIONAL RESPONSIBILITIES

A. Services:

Contractor shall provide three meals per day, including one cold (breakfast) and two hot meals (lunch and dinner). The daily caloric content should average at least 2,400 calories.

Meal delivery shall be set at a time mutually agreed upon between Contractor and Jail Administrator.

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.

Contractor shall maintain detailed records of all meals served.

Contractor will provide holiday meals on the following days: Christmas, Easter, Fourth of July, and Thanksgiving.

No food extenders or filler will be used.

Contractor must maintain and submit weekly documentation of menus as they are actually served to the Jail Administrator for informational purposes.

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.

Contractor shall provide sack meals as requested.

Contractor will not prepare or serve pork, ham, bacon or any similar product containing any pork.

Special meals for medical, religious or safety issues are included in the Agreement pricing.

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.

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.

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.

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:

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.

Only USDA inspected and approved meats, poultry, eggs, and dairy products may be used.

Contractor will cause the food to be plated or trayed in an eye-pleasing manner.

Meals shall be prepared, cooked, and portioned by civilian labor provided by Contractor.

Contract 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.

Contractor shall obtain/possess any licenses and/or certificates required to furnish meals to adult inmates.

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.

Contractor will obey all Federal, State, and local laws and ordinances regarding health, sanitation, and safety.

C. Employees/Inmate Labor

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.

All inmate workers will be trained and carefully supervised by Contractor's employees.

Contractor's employees shall hold appropriate licenses and certifications required for this type of food service.

Contractors shall be responsible for any damage by its employees or agents, or damage done by an inmate worker due to gross lack of training or supervision by Contractor, its employees or agents.

D. *Security.*

KCSO will, at all times, be responsible for the physical security of the Facility and the continuing security of the inmates.

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.

Contractor's employees and agents will follow security procedures established by 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.

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 C.
- 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 recycleable. Polystyrene is not acceptable.

- F. Contractor shall properly use and maintain all County equipment. Contractor will be responsible for repair of damaged equipment, or the cost thereof, 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 Contractor's employees or agents will be reimbursed by the Contractor within thirty (30) calendar days after receipt of the bill. The Contractor will conserve 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 County. Contractor shall provide equivalent quality replacement supplies as necessary. All replacement supplies shall become the property of County.

Appendix- A (Capital Equipment)

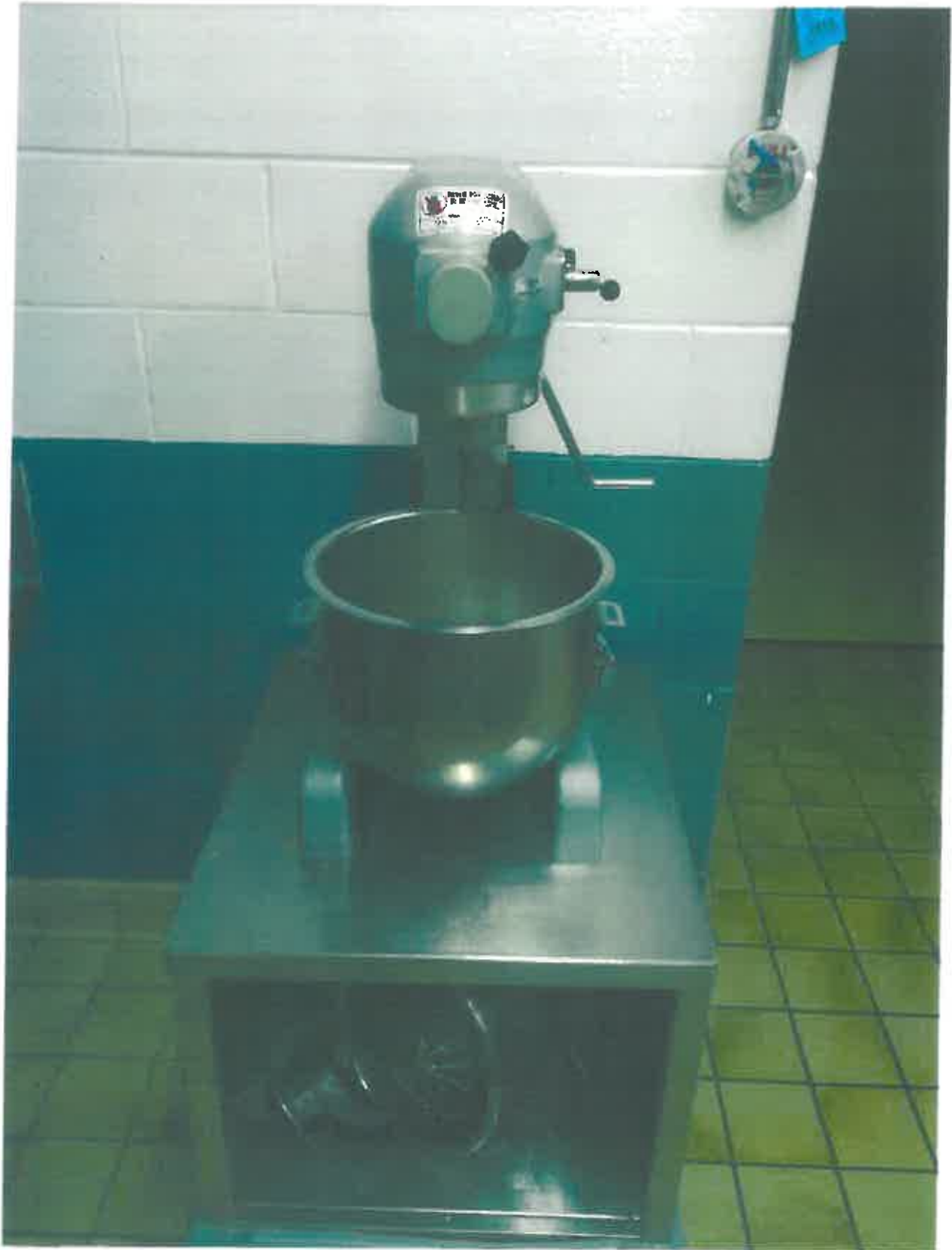
1. Stove top W/oven six (6) burner
2. Convection oven
3. Hobart mixer
4. Three station wash sinks
5. Hoshizaki ice machine
6. Ecolab dishwasher W/ heater element
7. Garbage disposal #1
8. Garbage disposal #2
9. Walk-in freezer and cooler combo
10. Steam table six (6) station
11. Fryer # 1
12. Fryer # 2
13. Grill/stove top W/ 2ovens and 4 burners
14. Food tray cart three (3) door, we have four (4) of them



STOVE TOP W/OVEN six (6) burner



CONVECTION OVEN



HOBART MIXER



3 station wash sinks



HOSHIZAKI ICE MACHINE



EXOLAB DISHWASHER W/HEATING ELEMENT



GARBAGE DISPOSAL # 1



GARBAGE DISPOSAL # 2



WALKIN FREEZER AND COOLER COMBO



STEAM TABLE six (6) station



FRYER#1



FRYER # 2



GRILL/STOVE TOP W/2 OVENS



FOOD TRAY CART / 3 door we have 4 of them

AGREEMENT FOR FOOD SERVICES AT THE KENDALL
COUNTY JAIL

Now comes _____, 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 8th day of July, 2019 ("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 Invitation to Bid to Provide Food Services for Kendall County Jail, dated May 14, 2019, (“ITBITB”), seeking vendor bids for these Services, a true and correct copy of which is attached as Exhibit A; and

WHEREAS, after receiving and reviewing all properly submitted bids, including the bid from Contractor, attached as Exhibit B, County determined Contractor was the lowest, responsible bidder 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 ITB; 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. ITB: The ITB 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 ITB 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 8th day of July, 2019, through and including the 30th day of November, 2020. The Agreement will automatically renew for an additional, three (3), consecutive, one-year terms, unless terminated as permitted by and in accordance with this Agreement. The Agreement shall not continue beyond November 30, 2023.
5. **PRICES:** Pricing per meal for each term of this agreement shall be as established below:
- A. July 8th, 2019-November 30th, 2020 the price per meal will be \$_____.
 - B. December 1st, 2020-Novemeber 30th, 2021 the price per meal will be \$_____.
 - C. December 1st, 2021-Novemeber 30th, 2022 the price per meal will be \$_____.
 - D. December 1st, 2022-Novemeber 30th, 2023 the price per meal will be \$_____.
6. **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).
7. **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). 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. Contract 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 LAW:

- 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. Contractors' employees shall hold appropriate licenses and certifications required for this type of food service.
- iv. Contractors 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:

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

8. 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 ITB.
- 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, or the cost thereof, 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 Contractor's employees or agents will be reimbursed by the Contractor within thirty (30) calendar days after receipt of the bill. The Contractor will conserve 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.

9. 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: _____

Fax: _____

10. **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.

11. 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.
12. 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.
13. 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.
14. 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 Kendall County Sheriff. 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.

15. **HOLD HARMLESS / INDEMNIFICATION.** Contractor will hold harmless and indemnify the County, together with its 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 participation in their defense shall not remove Contractor's duty to indemnify, defend, and hold harmless, as set forth above.
16. **Insurance.** All coverage shall be placed with insurers authorized to conduct business in Illinois with a current A.M. Best's rating of no less than A:VII. Each insurance policy shall not be cancelled or changed without thirty (30) calendar days prior written notice, given by the insurance carrier to County at the address set forth herein.

Minimum Scope and Limit of Insurance. All coverage shall be at least as broad as the following:

Commercial General Liability ("CGL"): Insurance Services Office Form CG 00 01

covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be \$2,000,000.

Umbrella/Excess Liability: Limits of liability equal to or greater than \$5,000,000 per occurrence and \$5,000,000 in aggregate.

Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

Workers’ Compensation Insurance: Insurance as required by the State of Illinois, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

Professional Liability (Errors and Omissions) Insurance. Professional insurance appropriate to Contractor’s profession, with limit no less than \$2,000,000 per occurrence or claim and \$2,000,000 aggregate.

If Contractor maintains broader coverage and/or higher limits than the minimums shown above, County shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

Additional Insured Status. County and its, past, present, and future its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to Contractor’s insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

Primary Coverage. For any claims related to this contract, the Contractor’s insurance coverage shall be primary insurance primary coverage at least as broad as ISO CG 20 01 04 13 with respect to County, its past present and future officers, officials, employees, and volunteers. Any insurance maintained by County, its past present or future officers, officials, employees, or volunteers shall be excess of the Contractor’s insurance and shall not contribute with it.

Waiver of Subrogation. Contractor hereby grants to County and its, past, present, and future its officers, officials, employees, and volunteers a waiver of any right to subrogation which any insurer of said Contractor may acquire against County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not County has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions. Self-insured retentions must be declared to and approved by

County. County may require the Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or County.

Claims Made Policies. If any of the required policies provide coverage on a claims-made basis, (1) the Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work, (2) insurance must be maintained and evidence of insurance must be provided *for at least five (5) years after completion of the contract of work*, and (3) if coverage is canceled or non-renewed, and not *replaced with another claims-made policy form with a Retroactive Date* prior to the contract effective date, the Contractor must purchase “extended reporting” coverage for a minimum of *five (5) years* after completion of contract work.

Verification of Coverage. Contractor shall furnish County with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to County before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor’s obligation to provide them. County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Subcontractors. Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that County is an additional insured on insurance required from subcontractors.

Special Risks or Circumstances. County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

17. **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.
18. **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.

19. 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.

20. 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.

21. 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.

22. 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.
23. 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.
24. 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.
25. 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.
26. 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.
27. 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.

The vendor TBA

Date

COUNTY OF KENDALL, ILLINOIS

Kendall County Board Chairman

Date

Kendall County Clerk

Date

Kendall County Sheriff

Date

Appendix- C (Kitchen, pots, pans, equipment and utensils)

- 1.ladles (1)ea 3oz., 6oz., 32oz.
- 2.scrapers (2)
- 3.wire whip (2)
- 4.tongs (4)
- 5.brushes (2)
- 6.serving spoons (6)
- 7.turner (2)
- 8.stainless steel bowels 2qt (4) 4qt (3)
- 9.full sheet pans (15)
10. half sheet pans (4)
11. full sheet pans 3' deep (4)
12. stock pot w/ lids (3)
13. fry pans 14" (2)
14. 15qt pots w/ lids (3)
15. 24qt pots w/ lids (2)
16. drink coolers (4)
17. two handle colander (1)
18. hand held strainer (1)
19. can opener (1)
20. four slice toaster (1)

21. steam table covers (11)
22. steam table pans full size (12)
23. steam table pans half size (8)
24. cutting board (2)
25. microwave oven (2)
26. inmate spoons (500)
27. inmate food trays (250)