



# Winnebago County - Purchasing Department

404 Elm Street Room 202

Rockford, Illinois 61101

Phone: (815)319-4380

Email: [Purchasing@purchasing.wincoil.gov](mailto:Purchasing@purchasing.wincoil.gov) Website: <http://www.wincoil.gov>

REQUEST FOR PROPOSAL	23P-2309	ISSUE DATE	November 16, 2023
RFP DESCRIPTION	<b>Inmate Commissary Service</b> <b>Inmate Banking Service</b> <b>Inmate Kitchen/Food Service</b> <b>Inmate On-site Laundry Service</b>		
PROPOSAL DUE DATE	December 19, 2023	DUE TIME (CST)	10:00 AM
SUBMIT 1 ORIGINAL, 4 COPIES, 1 USB DRIVE		BOND REQUIRED	YES

### TO ALL PROSPECTIVE PROPOSERS:

County of Winnebago ("County") invites responses to this Request for Proposal (RFP) from qualified, experienced Proposers who can provide reliable, cost-effective **Inmate Commissary Service, Inmate Banking Service, Inmate Kitchen/Food Service, and Inmate On-site Laundry Service** which meet the requirements described in this RFP. County will consider Proposals for all or any combination of the listed services. Proposers should review each Section of the RFP in its entirety for each service. The County welcomes process improvement recommendations from Proposers as well as *Value-added* suggestions and offers.

Proposals must be delivered to:

**WINNEBAGO COUNTY PURCHASING DEPARTMENT, 404 ELM ST., RM 202, ROCKFORD, IL 61101**

RFP RESPONSES MUST BE RECEIVED AND TIME STAMPED NO LATER THAN THE DUE DATE AND TIME SPECIFIED ABOVE. LATE PROPOSALS WILL NOT BE CONSIDERED.

**MANDATORY Pre-Proposal Meeting** is scheduled for **November 28, 2023 at 10:00 AM**, at 650 West State St., Rockford, IL 61102. There will be Site Tour conducted during the Pre-Proposal Meeting. The purpose of this Pre-Proposal Meeting and Site Tour shall be to familiarize all prospective Proposers with the facility and to answer questions regarding this Request for Proposal. Proposers are requested to confirm their intention to attend by sending an email to Purchasing at [purchasing@purchasing.wincoil.gov](mailto:purchasing@purchasing.wincoil.gov) Include name, title, phone, and email for each planned attendee. **No further on-site inspection will be held at any other time.**

Any communication regarding this RFP between the date of issue and date of award is required to go through [purchasing@purchasing.wincoil.gov](mailto:purchasing@purchasing.wincoil.gov) - FACSIMILE AND/OR E-MAIL TRANSMITTED RFP WILL NOT BE ACCEPTED.

Sincerely,  
 Winnebago County Purchasing Department

## SCHEDULE OF EVENTS

The following is the best estimate of the Schedule of Events. County reserves the right to revise the Schedule of Events at any time. Unless otherwise specified, the times provided are Central Standard Time. Proposals must be received no later than **10:00 AM on December 19, 2023** ("Proposal Due Date") at the Purchasing Department, 404 Elm Street, Room 202 Rockford, IL 61101

Schedule of Events	Date and Time
Mandatory Pre-Proposal Meeting & Site Tour	November 28, 2023 at 10:00 AM
Deadline for submitting Questions & Inquires	December 5, 2023 at 2:00 PM
Responses to Questions	December 12, 2023 at 4:00 PM
Proposal Due Date & Public RFP Opening	December 19, 2023 at 10:00 AM
RFP Evaluation Committee	TBD

All proposals are subject to staff analysis. Winnebago County reserves the right to accept or reject any and all proposal received and waive any and all technicalities.

- ✓ Late proposals shall be disqualified from consideration.
- ✓ Sealed proposals shall be opened and acknowledged.
- ✓ Sealed proposal response envelopes/packages shall be clearly marked.
- ✓ County shall not be responsible for premature opening of a proposal, which is not properly sealed, addressed or identified.
- ✓ County assumes no responsibility for errant delivery of proposals relegated to a courier who fails to deliver in accordance with specified receiving point and time herein stated.
- ✓ Phone, fax, or email proposals shall not be accepted.
- ✓ Proposer's submission of a proposal shall not bestow any rights upon Proposer nor obligate County, in any manner.

### PROPOSAL RECEIPT AND OPENING

It is mandatory that all proposals be *signed by a duly authorized representative of the Proposer*, and be received by the RFP Due Date Deadline. Proposals must either be mailed or hand delivered to:

**Winnebago County Purchasing Department  
404 Elm Street - Room 202  
Rockford, Illinois 61101**

### ADDENDUM AND SUPPLEMENT TO THE RFP

County reserves the right, at any time, to amend any portion of this RFP in the form of an addendum or amendment at its own discretion and without prior notice. County reserves the right to withdraw and/or reissue the RFP in whole or in part at any time during the RFP process. County reserves the right not to award an Agreement pursuant to this RFP. If it becomes necessary or advisable to revise any part of this RFP, or if additional data is necessary to enable the exact interpretation of provisions of this RFP, revisions will be provided in the form of an RFP Addendum.

In the event that any addenda to this RFP are issued, a minimum public posting of 7 days will be adhered to, and could result in a revised Due Date. Addendum information will be available at the County's website [Purchasing Department \(wincoil.gov\)](http://Purchasing Department (wincoil.gov)) and we strongly suggest that you check a minimum 48 hours in advance of the RFP Due Date.

## QUESTIONS AND INQUIRES

Questions or inquiries regarding this RFP shall be submitted, in writing, no later than **2:00 PM on December 5, 2023**. All communications, including questions, must be directed to the Winnebago County Purchasing Department, at [purchasing@purchasing.wincoil.gov](mailto:purchasing@purchasing.wincoil.gov) Provide company name, address, phone number, email, and contact person when submitting questions or inquiries. *Individual responses to questions will not be provided.* NOTE: If any questions, inquires or responses require revision to this RFP as originally published, such revisions will be by formal addendum only.

## DEFINITIONS

As used throughout this RFP, the following definitions shall apply:

**Addendum:** A written revision to solicitation document issued to Proposers

**ADP:** Average Daily Population

**Agreement:** Refers to executed contract between County and Contracting Entity

**Board:** Winnebago County Board

**Contact Person:** Director of Purchasing is the designated contact person

**County:** The County of Winnebago, Illinois

**Company:** Individuals or firms that are responsible for the performance of services under a contract awarded by the County

**Contract:** Terms and conditions that substantially conform to this RFP's Program Requirements/Specifications/General Terms and Conditions that will be finalized through negotiation and executed by the selected Proposer and the County

**Detainee:** Juvenile person being detained at Winnebago County Juvenile Detention Center

**Inmate:** Adult person being detained at Winnebago County Jail

**Jail:** Winnebago County Sheriff's Corrections Facility

**Purchasing:** Winnebago County Purchasing Department

**Proposers:** Vendors, Proposers, Contractors, businesses, organizations, or firms that submit proposals in response to this RFP

**RFP:** Request for Proposal

**Subcontractor:** An individual, firm, corporation, or any combination thereof, having a direct contract with Proposer for the performance of a part of the work/service

**Value Added:** Optional services offered by Proposer that the County might consider

**WCSO:** Winnebago County Sheriff's Office

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## GENERAL INFORMATION

The County of Winnebago is a unit of local government in the State of Illinois with a current population of more than 280,000 residents, as estimated by the US Census Bureau, within its 519 square miles. It is the 7th most populous County in Illinois. The governing body is the County Board, which is comprised of twenty members. The County has eighteen (18) constructed facilities in various locations totaling approximately 1,684,230 SF.

The Winnebago County Jail is located in the Winnebago County Justice Center (CJC) at 650 West State Street, Rockford, Illinois 61102 is under the Winnebago County Sheriff's Office (WCSO).

The Facility houses both male and female and some sentenced inmates; generally having sentences of up to one (1) year. The average daily population is between 778 or more and the average length of stay for inmates is approximately 35 days. **Proposals should be based on an ADP of 780 for the first year of the new contract.** The inmate population is comprised of approximately 85 percent male and 15 percent female inmates.

The Winnebago County Jail is a 1,318-bed, direct-supervision facility, with more than 160 corrections officers. In addition to ensuring the safety and security of the facility, the staff and its inmates, a large part of the jail operations includes programming, with eight classrooms where classes such as GED, life skills, religious and substance abuse education are conducted.

The first floor of the Jail houses such functions as pre-booking, booking, bond out and the classification units. The second floor is comprised of all special-needs beds. Mental health, medical, maximum and segregation housing units are contained here and monitored in a modified direct supervision setting. The third and fourth floors are designed identically and hold the general housing unit population monitored under a direct supervision philosophy. Each housing unit contains its own medical exam room, which further reduces the need for inmate escorts. Fresh air recreation space is provided in each unit and can be utilized by inmates.

Stats for Jail	2021	2022	2023
Average Daily Population	755	769	812
Average Length of Stay (Days)	63	49	36
Jail Admissions	7705	8151	6342

END OF GENERAL INFORMATION

## GENERAL CONDITIONS

### ACCEPT, REJECT AND DISQUALIFICATION OF PROPOSALS

County expressly reserves the right to accept or reject any or all proposals, with or without cause, modify, alter, waive any technicalities or provisions, or to accept the proposal which, in its sole judgment, is determined to be the best evaluated offer resulting from negotiation or to award an Agreement to the next most qualified Proposer if the successful Proposer does not execute an Agreement within 60 days after the award.

The County shall not be liable for any costs incurred by Proposers prior to the execution of the resulting Agreement. The County further reserves the right to award this RFP to a qualified Proposer who, in the opinion of the County, submits the most comprehensive and advantageous proposal to the County. In all instances, the decision rendered by the County shall be final.

The County reserves the right to hold RFP responses for a period of 120 days from due date before awarding or rejecting said proposals.

Each Proposer, by submitting a proposal, agrees that if the County accepts its proposal, such Proposer will furnish all items and services upon the terms and conditions in this RFP and subsequent Agreement. Proposers may be disqualified and rejection of proposals may be recommended to County for any of, but not limited to, the following reasons:

1. Failure to properly complete the proposal;
2. Evidence of collusion among Proposers submitting the proposals;
3. Inappropriate contact or discussions; or
4. Incorrect or contradictory information and/or false statements included in proposal or materials submitted in its response to this RFP or made during any oral presentations or negotiations.

County reserves the right to award a contract(s) as result of this RFP to more than one Proposer.

### ACCEPTANCE PERIOD

Proposer's submission of a proposal indicates Proposer agrees the proposal will remain valid for a minimum of 120 days from Proposal Due Date ("Acceptance Period"). A proposal requesting less than 120 may be rejected; Proposer may specify a longer Acceptance Period.

If Proposal is accepted within the Acceptance Period, Proposer agrees to furnish any or all items or services as negotiated, and under the terms and conditions specified in this RFP, its amendments(s) and/or addenda and Agreement. County shall create an Agreement for execution by County and the awarded Proposer, which shall contain the terms and conditions in this RFP, its amendments and/or addenda, and as negotiated by County and awarded Proposer.

### AUDIT

The County shall have the right to audit the books, records, and accounts of Awarded Proposer that are related to resulting Agreement. Awarded Proposer shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Agreement. All books, records, and accounts of County shall be kept in written form, or in a form capable of conversion into written form within a reasonable time and, upon request to do so, Awarded Proposer shall make same available at no cost to County in written form. County's reasonable expenses and professional fees incurred by County related to such an audit shall be reimbursed by Awarded Proposer if said audit reflects a variance in payments due the County that is deficient greater than 5% of the sums due County under this Agreement.

Awarded Proposer shall preserve and make available, at reasonable times for examination and audit by County, all financial records, supporting documents, statistical records, and any other documents pertinent to resulting Agreement for the required retention period of the State of Illinois. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings.

### AWARD

The award will be based on the specific criteria described in the RFP Evaluation Criteria section. County will evaluate all responses to determine which best supports the capacity, performance and stated requirements. The County shall make the final selection of the awarded Proposer. Each Proposer that submitted a proposal will receive written notification of County's final decision.

### BEST AND FINAL OFFER

County may request a Best and Final Offer from selected Proposer(s). A BAFO allows the Proposer an opportunity to supplement or clarify its original proposal. Selected Proposer(s) may be contacted, in writing, requesting the submission of a Proposer's BAFO.

### CAUTION NOTICE

Any Proposer submitting a response to this RFP shall disclose, in its proposal, any Agreement or understanding currently in effect, intended to compensate a third party for their efforts in securing the award of any Agreement resulting from this RFP (i.e., consultants, lobbyists or other individuals not normally employed by Proposer in a sales capacity). Failure to reveal any such

arrangement, regardless if the compensation is monetary or otherwise, shall be grounds for rejection of Proposer's proposal and shall eliminate Proposer as a prospective Proposer. Any Agreement awarded as a result of this RFP where it is subsequently revealed the successful Proposer did not provide notice of an Agreement to compensate a third party for their assistance in securing the Agreement, shall be grounds for termination of the Agreement.

#### **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, VOLUNTARY EXCLUSION**

The Proposer certifies, by submission of this proposal or acceptance of a contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by submitting this proposal that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the Bidder/Proposer/Contractor or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation/proposal.

**COMMUNICATIONS:** To create a more competitive and unbiased procurement process, the County has a single point of contact throughout the process. From the issue date of this RFP, until a Successful Proposer is selected, all requests for clarification or contacts with County personnel concerning this RFP or the evaluation process must be solely with the Purchasing Department.

A violation of this provision is cause for the County to reject the Proposer's submitted Proposal. If it is later discovered that a violation has occurred, the County may reject any Proposal or terminate any contract awarded pursuant to this RFP. No contact regarding this solicitation with County employees is permitted.

#### **COMPLIANCE WITH LAWS**

All services, work, and materials that in any manner affect the production, sale, or payment for the product or service contained herein must comply with all Federal, State, County and Municipal laws, statutes, regulations, codes, ordinances, and executive orders in effect now or later and whether or not they appear in this document, including those specifically referenced herein. The successful Bidder/Proposer must be authorized to do business in the State of Illinois, and must be able to produce a Certificate of Good Standing with the State of Illinois upon request. The Proposer/Contractor must obtain all licenses, certificates and other authorizations required in connection with the performance of its obligations hereunder, and Proposer/Contractor must require any and all subcontractors to do so. Failure to do so is an event of disqualification and/or default and may result in the denial of this bid and/or termination of this Agreement.

In the event Federal or State funds are being used to fund this contract, additional certifications, attached as addenda, will be required. Lack of knowledge on the part of the Proposer will in no way be cause for release of this obligation. If the County becomes aware of violation of any laws on the part of the Proposer, it reserves the right to reject any bid, cancel any contract and pursue any other legal remedies deemed necessary.

#### **CONFIDENTIALITY AND PUBLIC DISCLOSURE**

The successful Proposer shall treat all information obtained from County, which is not generally available to the public, as confidential and/or proprietary to County. Proposer shall exercise all reasonable precautions to prevent any information derived from such sources from being disclosed to any other person.

By submission of a proposal, Proposer acknowledges and agrees that County is subject to State and local public disclosure laws and, as such, is legally obligated to disclose any public documents, including proposals, to the extent required thereunder. Without limiting the foregoing sentence, County's legal obligations shall not be limited or expanded in any way by a Proposer's assertion of confidentiality and/or proprietary data.

Proposer's proprietary and/or confidential information included in Proposer's response to this RFP must be clearly marked and identified as such. If such proprietary and/or confidential information is a trade secret(s), such trade secret(s) will be subject to disclosure if required by applicable Illinois public disclosure and open records laws. Proposer shall not intentionally mark any portion of its proposal as "proprietary" or "confidential" that it does not have a good faith belief to be proprietary or confidential or in any other way to attempt to prohibit compliance with public record disclosure requirements. Should Proposer's information, which is marked as proprietary or confidential, be requested as part of a public information act request, County may notify Proposer in writing before such information is released as required by the applicable act or law. Proposer agrees, at its expense, to defend and hold harmless County from claims involving infringement of any intellectual property.

#### **DELIVERIES**

All equipment and/or supplies shipped to Winnebago County must be shipped F.O.B. designated location. Prices, rebates, or fees offered must be all-inclusive with no additional charges or costs allowed.

#### **DEVIATIONS, EXCEPTIONS OR ALTERNATES**

Deviations, exceptions or alternates from terms, conditions, or specifications shall be described fully, and attached to the Request for Proposal. In the absence of such statement, the Proposal shall be accepted as in strict compliance with all terms, conditions, and specifications and the Proposer shall be held liable. Proposers are cautioned to avoid making deviations and exceptions to the specifications, which may result in rejection of their proposal. If deviations, exceptions, or alternates are submitted, it is the Winnebago County Director of Purchasing's sole and final decision whether specifications have been met and will be considered for award.

## **ELECTED COUNTY OFFICIALS**

Decisions and determinations are subject to the review and approval of Elected County Officials as provided by State law.

## **ERRORS OR OMISSIONS**

Proposers will not be allowed to take advantage of any errors or omissions in the RFP Specifications. Where errors or omissions appear in the specifications, the respondent shall promptly notify the County in writing of such error or omission it discovers. Any significant errors, omissions, or inconsistencies in the specifications are to be reported no later than ten days before time for the proposal response is to be submitted.

## **FREEDOM OF INFORMATION**

Any responses and supporting documents submitted in response to a proposal will be subject to disclosure under the Illinois Freedom of Information Act. The County will assume that all information provided in a proposal is open to inspection or copying by the public unless clearly marked with the appropriate exception that applies under the Freedom of Information Act. Additionally, if providing documents that you believe fall under an exception to the Freedom of Information Act, please submit both an unredacted copy along with a redacted copy, which has all portions, redacted that you deem to fall under a Freedom of Information Act exception.

## **LICENSES, PERMITS AND TAXES**

Proposer shall be responsible for all costs associated with obtaining all licenses, permits and taxes required to operate in the State of Illinois. In addition, Proposer shall comply with all Federal, State, and local codes, laws, ordinances, regulations, and other requirements at no cost to County. Proposer agrees that it is entirely responsible for calculating, collecting, and remitting all fees and taxes (including sales tax, where applicable) on all services and items provided to inmates.

## **INDEMNIFICATION**

Proposer shall defend, indemnify, and hold County and its affiliates, agents, employees, officers, directors, and successors harmless from any loss, cost, expenses, damages, or liability (including reasonable attorney's fees and court costs) resulting from actions, causes of action or claims brought or threatened under the Agreement, for (a) any actual or alleged negligence or dishonesty of, or any actual or alleged act of omission by, Proposer or any of its employees, agents, or subcontractors; in providing the equipment and services hereunder, (b) the operation of Proposer's business; (c) any breach by Proposer of its obligations hereunder; or (d) any alleged patent, copyright, or trademark infringement or unauthorized use of trade secrets or other proprietary rights in connection with commissary services, except where such claims, demands, or liabilities are due to the negligence of County, its agents, or employees.

## **INDEMNITY**

The Bidder/Proposer shall, at all times, fully indemnify, hold harmless, and defend Winnebago County and their officers, agents, and employees from and against any and all claims and demands, actions, causes of action, and cost and fees of any character whatsoever made by anyone whomsoever on account of or in any way growing out of the performance of this contract by the Bidder/Proposer and its employees, or because of any act or omission, neglect or misconduct of the Bidder/Proposer, its employees and agents or its subcontractors including, but not limited to, any claims that may be made by the employees themselves for injuries to their person or property or otherwise, and any claims that may be made by the employees themselves or by the Illinois Department of Labor for the Bidders/Proposers violation of the Illinois Prevailing Wage Act (820 ILCS 130/1 et seq.). Such indemnity shall not be limited by reason of the enumeration of any insurance coverage or bond herein provided. Nothing contained herein shall be construed as prohibiting Winnebago County and their officers, agents, or its employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, actions, or suits brought against them. The Bidder/Proposer shall likewise be liable for the cost, fees and expenses incurred in Winnebago County's or the Bidders/Proposers defense of any such claims, actions, or suits. The Bidder/Proposer shall be responsible for any damages incurred as a result of its errors, omissions, or negligent acts and for any losses or costs to repair or remedy construction as a result of its errors, omissions, or negligent acts.

## **INDEPENDENT CONTRACTOR**

The parties acknowledge that Proposer is an independent contractor. Nothing in this RFP is intended nor shall be construed to create an agency relationship, an employer/employee relationship, or a joint venture relationship among the parties.

## **NON-COLLUSION**

The Proposer, by its officers, agents or representatives present at the time of filing this RFP, say that neither they nor any of them, have in any way directly or indirectly, entered into any arrangement or agreement with any other Proposers, or with any public officer of the County of Winnebago, Illinois, whereby, the Proposer has not paid or is to pay to such Proposer or public officer any sum of money, anything of value or has not directly or indirectly entered into any arrangement or agreement with any other bidder or bidders. Whereby, no inducement of any form or character other than that which appears upon the face of the RFP will be suggested, offered, paid, or delivered to any person whomsoever to influence the acceptance of the said RFP or understanding of any kind whatsoever, with any person whomsoever to pay, deliver to, or share with any other person in any way or manner, any of the proceeds on the Contract Agreement sought by this RFP.

## **NON-DISCRIMINATION OF EMPLOYMENT**

Proposal must indicate that Proposer will recruit, select, train, promote, transfer, and release its staff without regard to race, color,



religion, national origin, handicap, age, or gender (except where age or gender is a bona fide occupational qualification). Further, Proposer shall administer its other staff policies such as compensation, benefits, layoffs, return from layoffs, work sponsored training, education, and tuition assistance in compliance with the ADA, and all State and Federal laws relating to non-discrimination in employment. In connection with the performance of work under this contract, the Contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability, sexual orientation, or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment of compensation, and selection for training, including apprenticeship. Except with respect to sexual orientation, the Contractor further agrees to take affirmative action to ensure Equal Employment Opportunities. The Contractor agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the Non-Discrimination Clause.

#### **PREVAILING WAGE**

All bidders/proposers, where applicable, must bid prevailing wages. Not less than the prevailing rate of wages, as determined by Winnebago County or the Illinois Department of Labor, shall be paid to all laborers, workers and mechanics performing work under this contract. State Statutes regarding Prevailing Wage, and the current wage rates, are available online at [Forms & Related Documents \(wincoil.gov\)](http://Forms & Related Documents (wincoil.gov)).

#### **PROMPT PAYMENT ACT**

All payments are subject to the Local Governmental Prompt Payment Act.

#### **PROPOSER EMPLOYEES, SUBCONTRACTOR AND OTHER AGENTS**

Proposer shall state its intention to use subcontractors to perform any portion of the work sought by this RFP. For each such subcontractor, provide the name and address of the subcontractor and a description of the work the named subcontractor will provide. See **Appendix J Bidder's Subcontractor Form**.

#### **RESERVATION OF RIGHTS**

The County reserves the right to reject any or all proposals failing to meet the County specifications or requirements and to waive technicalities. If, in the County's opinion, the lowest proposal is not the most responsible proposal, considering value received for monies expended, the right is reserved to make awards as determined solely by the judgment of the County. In determining the lowest responsible Proposer, the County shall take into consideration the qualities of the articles supplied or the service, with the specifications, and their suitability to the requirements of the County and the delivery terms. Intangible factors, such as the Proposer's reputation and past performance, will also be weighed. The Proposer's failure to meet the mandatory requirements of the RFP will result in the disqualification of the proposal from further consideration.

The County reserves the right to award more than one Proposer based on this RFP. The County further reserves the right to reject all proposals and obtain goods or services through intergovernmental or cooperative agreements, or to issue a new and/or revised RFP.

#### **RESPONSE FORMAT REQUIREMENTS**

Proposers must completely respond to all requests for information and forms contained in this RFP to be considered for an award. Brochures and advertisements will be considered an incomplete reply to requests for information.

#### **TAXES NOT APPLICABLE**

The County of Winnebago, as a Governmental Unit, pays neither Federal Excise Tax nor Illinois Retailers Occupational Tax, and therefore, those taxes should be excluded. Tax Exempt Number is E9992-3963-07.

#### **TERMINATION, CANCELLATION AND DAMAGES**

The County may terminate based on the Contractor's breach or default. Unless the breach or default creates an emergency, as determined at the County's sole discretion, the Proposer shall be given notice and an opportunity to cure before the termination becomes effective.

If the County terminates this Contract because of the Proposer's breach or default, the County shall have the right to purchase items or services elsewhere and to charge the Proposer with any additional cost incurred, including but not limited to the cost of cover incidental and consequential damages and the cost of re-bidding. The County may offset these additional costs against any sums otherwise due to the Proposer under this bid/proposal or any unrelated contract.

In the event Proposer fails to perform any terms or conditions of the Agreement, County may consider Proposer in default of the Agreement and supply Proposer written notice of such default. In the event said default is not remedied to the satisfaction and approval of County, within the County's specified number of calendar days, after receipt of such notice, County may terminate the Agreement. Upon termination, Proposer shall work with the succeeding commissary service and kiosk provider to ensure a continuity in service.

County may terminate the Agreement at any time, in whole or in part based upon the services offered, without penalty, upon Proposer's receipt of 60 days written notice. Upon termination, Proposer shall work with the succeeding commissary service provider to ensure a continuity in service.

For any reason, should Proposer be unable to satisfy the requirements contained in the Agreement, County may, in its sole

discretion, call the Fidelity Bond due, in part or in full, for non-performance and/or as liquidated damages.

If the Winnebago County fails to appropriate funds to enable continued payment of a multi-year contract the County may cancel, without termination charges provided Proposer received at least thirty (30) days prior written notice of termination. Winnebago County may terminate any contract or agreement resulting from this RFP at any time for any reason by giving at least thirty (30) days' notice in writing to awarded Proposer. If the contract is terminated by the County as provided herein, the Proposer will be paid a fair payment as negotiated with the County for the work or services completed as of the date of termination. The County of Winnebago reserves the right to cancel any contract in whole or in part without penalty due to failure of the Proposer to comply with terms, conditions, and specifications of this contract.

## **CONFLICT RESOLUTION**

### **APPEAL PROCESS**

Any actual or prospective Proposer or Proposer may appeal a decision of the Director of Purchasing regarding bid protests or contract claims to the County Board Chairman. The Director of Purchasing's decision shall be final and conclusive unless, within five business days from the date of receipt of the decision the County Board Chairman receives a written appeal regarding the Director of Purchasing's decision. The County Board Chairman shall, in writing, render a decision within ten business days. The decision of the County Board Chairman is final.

### **AUTHORITY TO SETTLE BID PROTESTS AND CONTRACT CLAIMS**

The Director of Purchasing, after consultation with the State's Attorney, is authorized to settle any procedural protest regarding the solicitation or award of a County contract prior to an appeal to the County Board, or any committee thereof. The Director of Purchasing, after consulting with the State's Attorney, is authorized to make recommendations on the settlement of any monetary claim to the appropriate Committee of the County Board for their consideration. If the protest or claim is not resolved by a mutual agreement, the Director of Purchasing shall promptly issue a decision in writing, and it shall be immediately mailed or otherwise furnished to the Proposer. The decision shall state the reasons for the decision reached, and shall inform the Proposer of its appeal rights. The Director of Purchasing's decision shall be final and conclusive unless, within five (5) business days from the date of receipt of the decision, the County Board Chairman receives a written appeal from the Proposer. If the Director of Purchasing does not issue a written decision regarding any protest or claim within ten (10) business days after written request for a final decision, or within such longer period as may be agreed upon between the parties, then the aggrieved party may proceed as if an adverse decision had been received.

### **CONTRACT CLAIMS**

All claims by a Proposer against the County relating to a contract, except bid protests, shall be submitted in writing to the Director of Purchasing. The Proposer may request a conference with the Director of Purchasing on the claim. Claims include, without limitation, disputes arising under a contract, and those based upon breach of contract, mistake, misrepresentation, or other cause for contract modification or rescission.

### **DISCREPANCY BETWEEN PROPOSAL AND AGREEMENT**

Discrepancies among the following documents shall be resolved in the following order, with higher-ranking documents taking precedence over the lower (shown higher to lower).

- Negotiated Agreement and any amendments or addenda;
- RFP and any amendments or addenda;
- Proposer's response to this RFP.

### **GOVERNING LAW**

The laws of the State of Illinois shall apply in all disputes arising out of this RFP and/or any resulting agreement.

### **NEGOTIATIONS & CLARIFICATIONS**

County reserves the right to conduct negotiations from any proposal(s) received or to award an Agreement without negotiations. If such negotiations are conducted, the following conditions apply:

1. Negotiations will only be conducted with selected Proposer(s) after evaluation of all proposals.
2. Any Proposer's proposal may be subject to negotiation, clarifications and/or revisions.
3. Proposer may be required to submit additional data and/or clarification.
4. Any changes agreed upon during negotiations or clarifications may become part of the Agreement.

If County is unable to come to terms with the selected Proposer, discussions shall be terminated and negotiations will begin with the next highest weighted Proposer(s).

### **PROTESTS**

Any actual or prospective Bidder or Proposer who is aggrieved in connection with this solicitation or award of a contract may protest to the Director of Purchasing. Any protest must be submitted in writing within five (5) business days from the issuance of the

solicitation, addendum, and notice of award or other decision by the Purchasing Department. In the event of a timely protest, the Director of Purchasing after consulting with the State's Attorney Offer shall determine whether it is in the best interests of the County to proceed with the solicitation or award of the contract.

When a protest is sustained and the protesting Proposer should have been awarded the contract under the solicitation but is not, then the protesting Proposer shall be entitled only to the reasonable costs incurred in connection with the solicitation, including RFP preparation costs other than attorney's fees.

**END OF GENERAL CONDITIONS**

## **SPECIAL CONDITIONS**

Winnebago County welcomes proposals for each Specification individually and/or all scopes contained herein (any or all).

### **ADDITIONAL SERVICES**

The County reserves the right throughout the term of the resulting Agreement to add, delete or acquire other modules, products, or services that the Contractor can supply that are similar to, but not specifically called for in this solicitation. Any contract amendments for the additional products or services will pertain only to those requested and will not result in any further renegotiation of the existing contract terms and conditions.

### **QUALIFICATIONS OF PROPOSER**

Proposals shall be considered only from businesses and organizations normally engaged in providing the type of services specified within the RFP. Proposers shall possess sufficient demonstrated capability to ensure prompt and efficient contract to the County. In the determination of the evidence of responsibility and ability of the Proposer to perform in accordance with the provisions of this RFP, the County reserves the right to investigate the financial condition, experience record, personnel, equipment, other contract facilities, and organization of the Proposer. The County shall determine whether the evidence of responsibility and ability to perform is satisfactory, and shall make a recommendation for award only when such evidence is deemed acceptable. The County reserves the right to reject a proposal when evidence indicates an inability to perform as specified.

For award consideration, Proposer shall meet the following minimum qualifications:

1. Vendor must agree to and abide by all terms and conditions set forth in the Business Associate Agreement, a copy of which is attached hereto as Appendix F.
2. A demonstrated capability of providing services, and previous experience with proven effectiveness, in administering services of similar size and scope specified herein.
3. Minimum of five years' experience in providing services at correctional facilities with an ADP of 550 or more.
4. Satisfy the insurance requirements as specified in this RFP.
5. Proven ability for a timely contract start-up.
6. Demonstrated recruiting capabilities and the ability to continually maintain contractual staffing requirements.
7. Proposers will be stable and financially solvent. Proposal should include documentation of financial stability.
8. Proposer should acknowledge if Proposer and/or subcontractor(s) are presently negotiating a sale, acquisition, or merger, which would alter the Proposer's structure.
9. Provide qualified and trained staff with sufficient backup personnel, at a minimum the District Manager must have five (5) years of corrections feeding experience.
10. The vendor must have the central office capability to supervise and monitor the program ensuring satisfactory provision of services.
11. Proposal should include a minimum of three (3) references (see Appendix J) for each service being proposed. Reference checks will be performed as a method of verifying prior performance. Note: Other verification methods may be utilized.
12. A Fidelity Bond of approximately one million dollars will be required.
13. Legally authorized to do business in the State of Illinois
14. Proposer(s) must comply with all federal, state, and local laws, ordinances for work listed in RFP.

### **RESPONSIBILITIES OF PROPOSER**

The specifications set forth are for informational purposes and to provide a general description of the requirements. Proposers shall be responsible to submit technical Proposals based upon their program that

will meet the goals, objectives and requirements set forth herein.

Proposer shall disclose whether at any correctional agencies it serves within the past seven years, whether it has (a) had any employees investigated for, or suspected of, a matter involving a breach of security (information or physical) or (b) had any breach of security of customer data records or payments systems involving networks under its control. If such a breach has occurred, a complete description of the event should be included in its Proposal.

Each Proposer is encouraged to conduct all necessary investigations and review all available and relevant data and information, which are necessary in its judgment in order to assume this responsibility prior to the submittal of its Proposal. Proposers are reminded of Winnebago County's "*No Contact during Procurement*" policy and shall only contact the person designated by this RFP.

All inmate information and all records gathered or stored on the proposed commissary software application or in the Inmate Banking System are the property of the WCSO and may not be accessed, used, released, or duplicated except as approved in writing by the WCSO in advance of any such release, access, duplication, etc.

The Awarded Proposer will establish appropriate operating procedures to ensure the efficient, effective, and accountable functioning of the service being provided, and will strictly conform to the policies and procedures established by the WCSO.

All costs associated with delivery and distribution of orders are the responsibility of the Proposer, including but not limited to, all local licenses, permits and fees.

The Proposer's staff must accept commissary delivered to the facility. Truck deliveries will be accepted from 7:00 AM to 4:00 PM., Monday through Friday via the loading dock. No deliveries will be accepted on Saturdays, Sundays, or major holidays. Should a delivery fall on a holiday, the delivery shall be rescheduled for the following business day, with the delivery schedule for the remainder of the week postponed one day.

Proposer shall be responsible for maintaining all inventory and shall be solely responsible for the purchase of all items. County will provide the onsite storage area to the Proposer at no cost. However, the Proposer will be responsible for all needed shelving, tables, and office supplies (approximate size of office is 713 Sq. Ft). County will provide the use of a pallet jack for the Proposers.

#### **RECORD KEEPING**

Proposer shall maintain all records on file from the date the record is made through the life of the Agreement. Upon written notice, Proposer shall provide County the opportunity to inspect, examine and audit Proposer's business records, which are relevant to the financial arrangements set forth in RFP.

#### **IMPLEMENTATION PLAN**

Proposals should include an installation/implementation plan for the entire project (any or all: Commissary Services, Banking Services, Kitchen/Food Services, and/or Laundry Services).

#### **PREA COMPLIANCE**

The WCSO Jail complies with PREA, the Proposer will endeavor to comply with PREA, applicable PREA standards, and facilities policies related to PREA for preventing, detecting, monitoring, investigating, and eradicating any form of sexual abuse within the Facility. The Proposer acknowledges that, in addition to self-monitoring, the facility may conduct announced or unannounced monitoring to include on site monitoring.

## **DURATION OF AGREEMENT**

The County reserves the right to engage the selected Proposer(s) for an initial term of two (2) years, with the option to renew for additional periods; full length of contract is not to exceed five (5) years. Renewal is at the sole discretion of the County, based on performance, negotiations of services, delivery, and costs for subsequent years. Once awarded, a resulting contract is not assignable by the selected Proposer in either whole or in part without prior written consent by Winnebago County Board.

## **CONTRACT RENEWAL**

Pricing shall remain firm for the initial contract term. Exceptions are subject to negotiation between the selected Proposer and the County and will be considered or approved at the sole discretion of the County.

A request to adjust pricing for a renewal term will be subject to negotiation between the selected Proposer and the County. Request must be submitted in writing to the County designated Contract Administrator and the Director of Purchasing no less than 120 days prior to the expiration of the current agreement term, consideration and approval will be at the sole discretion of the County.

## **AGREEMENT OBLIGATIONS**

The services to be performed under the Agreement shall not be assigned, sublet, or transferred without 30 days advance written notification to the County and then only upon Proposer's receipt of the County's written consent. Upon receipt of the County's written consent, any such purchaser, assignee, successor, or delegate shall thereupon assume all rights and responsibilities of Proposer. However, County may assign any and/or all of its rights and obligations hereunder without Proposer's written consent but upon County's written notice thereof to Proposer (1) to any Affiliate; (2) pursuant to any sale or transfer of all or substantially all of its business or assets; (3) pursuant to any merger, acquisition, or reorganization; or (4) as part of a bona fide pledge to a third-party lending institution of collateral of the assignor's rights hereunder.

If subsequent to this RFP and the execution of the Agreement, Proposer merges or is acquired by another entity, the following documents must be submitted to County:

- Corporate resolutions prepared by awarded Proposer and the new entity ratifying acceptance of all of the Agreement and its terms, conditions, and processes;
- Proposer's Federal Identification Number (FEIN) if applicable; and
- Other documentation requested by County.

Proposer expressly understands and agrees that it assumes and is solely responsible for all legal and financial responsibilities related to the execution of any and all subcontracts related to this Proposal. Proposer agrees that utilization of a subcontractor to provide any of the products/services in the Agreement shall in no way relieve Proposer of the responsibility for providing the products/services as described and set forth herein.

## **LIQUIDATED DAMAGES**

County will assess and impose liquidated damages where the performance of Proposer is not compliant with the standards contained within this RFP:

- |  |                     |
|--|---------------------|
| • Failure to complete credits within 48 hours of delivery          | \$50 per inmate/day |
| • Delivery schedule changes or delays without County notification  | \$100 per day       |
| • 100% fill requirement per individual order partial               | \$50 per order      |
| • Change in item pricing without County approval                   | \$100 per instance  |
| • Additional unapproved fees charged to inmates or family/friends  | \$100 per instance  |
| • Implementation timeline not executed per the requirements of RFP | \$500 per day       |
| • Understaff by Proposer for a period 2 consecutive days or more   | \$200 per day       |

The amount of the assessed liquidated damages shall be payable within 30 days of invoice. If during the term of the Agreement, County determines that Proposer does not have sufficient staffing to meet the requirements of the commissary operation, either because of inadequate staffing levels or inappropriately

trained staff, County will notify Proposer in writing. Proposer must provide a plan of correction acceptable to County within 10 days of the receipt of such notification. The decision of County will be final. Proposer may incur a fine as described previously and/or County may consider the Proposer in default of the Agreement for failure to provide the required number and type of staff.

**TRAINING**

Proposer shall provide onsite training to County staff as directed by County. Additional training shall be provided during the term of the Agreement at no cost to County. Training manuals/materials shall be provided during the initial installation and at request WCSO and shall become property of County.

**24-HOUR CUSTOMER SERVICE**

Users must be able to access a toll-free number where they can speak with a live representative. At a minimum, Proposer shall provide customer service access for 24 hours per day Monday through Friday and for 4 hours on both Saturday and Sunday. Agents should be available to provide services in both English & Spanish.

Proposer shall provide County with a 24/7/365 customer service support center to assist County with any matters involving the commissary environment.

**END OF SPECIAL CONDITIONS**

## INSURANCE REQUIREMENTS

Throughout the term of any agreement awarded as the result of this RFP and for all applicable statutes of limitation periods, Proposer shall maintain in full force and affect the insurance coverage set forth in this article. All Insurance Policies shall be issued by companies that (A) are authorized to transact business in the State of Illinois, (B) have agents upon whom service of process may be made in Winnebago County, Illinois, and (C) have a Best's rating of A-VI or better. All Insurance Policies shall name and endorse the following as additional insureds: The WCSO; the Sheriff; Winnebago County; and the County Board of Winnebago County, and their officers, agents, employees, and Board members. All Insurance Policies shall be endorsed to provide that (a) Proposer's Insurance is primary to any other Insurance available to the additional insureds with respect to claims covered under the policy and (b) Proposer's insurance applies separately to each insured against who claims are made or suit is brought and that the inclusion of more than one insured shall not operate to increase the insurer's limit of liability. Self-insurance shall not be acceptable. Proposer shall carry the following minimum types of Insurance when services are being provided, installation/labor are being provided and any instance where Proposer firm will be on WCSO premises (Commercial General Liability is to be carried by all Proposers).

**COMMERCIAL GENERAL LIABILITY** Contractor shall carry Commercial General Liability Insurance for all operations including but not limited to Contractual, Products and Completed Operations, Professional Liability and Personal Injury with limits of not less than two million (\$2,000,000) dollars per occurrence combined single limit for bodily injury and property damage. The insurance policy must include coverage that is no more restrictive than the latest edition of the commercial general liability policy, without restrictive endorsements as filed by the Insurance Service Office, and the policy must include coverage for premises and/or operations, independent Proposers, products and/or completed operations for contracts, contractual liability, broad form contractual coverage, broad form property damage, products, completed operations, and personal injury. Personal injury coverage shall include coverage that has the employee and contractual exclusions removed.

**WORKERS' COMPENSATION** Contractor shall carry Workers' Compensation insurance with the statutory limits, which shall include Employers' Liability insurance. Policy must be endorsed with waiver of subrogation against WCSO and Winnebago County.

**BUSINESS AUTOMOBILE LIABILITY INSURANCE** Contractor shall carry Business Automobile Liability insurance with minimum limits of one million dollars per occurrence, combined single limit Bodily Injury Liability and Property Damage and must include owned vehicles and hired and non-owned vehicles.

NOTE: Additional Insurance Requirements may be required by WCSO's Risk Management and if so, will be incorporated into the terms and conditions of any resulting Agreement.

*Insurance Certificates should be sent to Winnebago County Purchasing Department 404 Elm Street, Room 202 Rockford, IL 61101 [purchasing@purchasing.wincoil.gov](mailto:purchasing@purchasing.wincoil.gov)*

### CHANGES IN INSURANCE COVERAGE

The Awarded Proposer will immediately notify the county if any insurance has been cancelled, materially changed, or renewal has been refused and the Proposer shall immediately suspend all work in progress and take the necessary steps to purchase, maintain and provide the required insurance coverage(s) and limits. If suspension of work should occur due to insurance requirements, upon verification by the County of the required insurance, the County will notify Proposer when they can proceed with the work. Failure to provide and maintain the required insurance coverage(s) and limits could result in immediate cancellation of the contract and the Proposer shall accept and bear all costs that may result due to the Proposers failure to provide and maintain the required insurance.

## END OF INSURANCE REQUIREMENTS



## **SPECIFICATION: INMATE COMMISSARY SERVICE**

The County is seeking a cost effective and efficient Commissary system, including order processing, delivery, and distribution of purchased goods to inmates, provision of on-site staff, inventory management, accounting and reporting, software and software support and all other services associated with providing commissary services at the Facility as described herein. Proposer will be expected to set up, maintain and provide Inmate Commissary Services to meet nationally recognized jail standards, federal, state, and local laws, statutes, and ordinances governing commissary services, including any/all enhancements to the system at no cost to WCSO. The commissary service will be provided at no cost to the County, and will provide a profit to the County through commissions to be determined during contract negotiations.

### **QUALIFICATIONS OF PROPOSER**

Proposer is required to provide evidence of providing quality, reliable Inmate Commissary Services with a high level of performance while maintaining cost efficiencies and have satisfactorily performed similar services for similar scope of services.

### **BACKGROUND**

Commissary service is provided to the Jail during the hours of 8:00 A.M. to 4:00 P.M. Monday through Friday, except major holidays (Thanksgiving Day, Christmas Day, New Year's Day, Memorial Day, July 4<sup>th</sup>, and Labor Day). Commissary services are ordered by the inmate via kiosk and inmate tablet technology. Currently, inmates may order food, snacks, hygiene, clothing, and medication at a maximum of \$75 per week. Consideration will be given to recommended change to maximum weekly amount, should it be included in a proposal. See Appendices B and C for sales history and sample menu.

### **GENERAL REQUIREMENTS**

Proposer will be responsible for purchasing, receiving, and maintaining a sufficient inventory of both food and non-food commissary items in its on-site storage facility. Food commissary items include, but are not limited to: candy, cookies, snack cakes, coffee, tea, sugar, packaged drinks, and soups. Non-food commissary items include, but are not limited to: greeting cards, toiletries, hygiene, playing cards, limited apparel, bowls, inmate calling debit, admission and indigent kits, dictionaries, and socks. Apparel shall include both male and female related items. Additionally, Proposer must be able to provide basic hygiene items, which shall be a subset of the total menu offering designated by County.

### **Fidelity Bond**

Before receiving compensation under this resulting Agreement, the Awarded Proposer shall furnish to the County, with evidence, that all Proposer officials, employees, affiliates, subcontractors, and agents handling or having access to funds received or disbursed under the Agreement, or authorized to sign or countersign checks, are covered by a BLANKET FIDELITY BOND in a principal face amount of no less than one million dollars (\$1,000,000). If such bond is cancelled or reduced, Awarded Proposer shall notify the County immediately, and County may withhold further payment until proper coverage has been obtained. Failure to give such notice may be cause for termination of this Agreement, at the option of the County.

### **Staffing Requirement**

Proposer must meet all criteria outlined in "ON-SITE STAFFING," included in this RFP. Services are to be managed by a full time on-site professional Commissary Services Manager who is an employee of the Awarded Proposer. Commissary Service Manager must have experience in Correctional Commissary Service operations. In addition, will assume the responsibility for assuring appropriateness and adequacy of Inmate Commissary Services and will oversee the administrative requirements of the program. Commissary Service Manager shall meet with the Administration staff when requested. WCSO reserves the right to approve candidate for Commissary Services Manager.

### **Product List and Menus**

Selection and variety of commissary items may be adjusted as mutually agreed upon by both parties as described herein. County reserves the right to change the total number of menu items offered and/or impose purchase limits on any item or items. The Facility is smoke/tobacco free; commissary menu will not include any tobacco products or incendiary devices. Any and all product changes, including but not limited to: special requests, package size, brand, etc. require WCSO approval prior to implementation.

### **Inmate Telephone/Calling Debit**

Proposer shall ensure a separate category for an Inmate Calling Debit as an item to select from the commissary menu, pricing will be provided by county. County currently utilizes a paperless method for debit phone calling for the inmate telephone system. Proposer will be required to sell debit phone time and ensure the sold debit phone time is posted in real-time as a transaction to the inmate's trust account. Funds collected for all calling debit transactions shall be utilized to remit payment to the inmate telephone provider each month. Proposer shall not add a mark-up/fee to calling debit purchases nor charge the inmate telephone provider or County a fee to process debit sales via the commissary system. The sales associated with inmate calling debits shall be excluded from Net Sales.

### **Inmate Telephone Interface**

At no cost to County or inmate, Proposer must work with the inmate telephone provider to establish an interface to allow inmates to purchase debit for inmate telephone calls via the inmate's trust account. The interface shall allow for an automated file-transfer process. The file format shall be mutually agreed upon by the County, Proposer, and inmate telephone provider.

### **Indigent Kits**

Indigent kits are supplied to indigent inmates once per week until the inmate has funds in their trust account. Current usage varies based on inmate population; current average is approximately 40 per week. The parameter for receiving an Indigent Kit is a commissary balance of less than \$1.00 at the time of ordering. Delivery of Indigent Kits is commissary provider's responsibility. Awarded Proposer will be reimbursed by WCSO for cost of indigent kits. Further limitations may be set, as deemed necessary, by County and shall be communicated to Proposer. Proposal must include a minimum of four (4) options of Indigent Kits with a Total Cost at, or below \$1.50 per order (see Appendix D).

### **Admission Kit**

Admission kits are to be supplied to inmates upon booking and shall include basic hygienic essentials and shall be gender based. County accommodates approximately 5,000 admissions per year; approximately 15% of those admissions are female. Proposer shall offer up-to three (3) different gender-based types of Admission Kits. In its response, Proposer shall propose the different gender-based types of admission kits and the unit price for each (see Appendix D).

### **Care Packages**

Commissary provider may offer care packages for the general public to purchase for their family member/friend. Care packages are restricted to one order per recipient per week. All products and prices must first be approved by the Jail Administration. ***Any additional fee that may be included in a purchase by the general public must be disclosed on pricing proposal (e.g., "handling fee"), and is not to exceed one (1) service fee.***

### **Product Quality**

Proposer will sell products of high quality that conform with all applicable federal, state, and local laws, acts, ordinances, and regulations. Items available for sale must be nationally distributed brand names or their equivalent and contain nutritional information on the package or label. All food containers and packaging must be dated within "sell by" date. County shall have the right, at all times during the term of the Agreement, to inspect products to be sold and to approve or reject them if they do not conform with the provisions of the Agreement or to county security regulations.

### **Product Labeling**

Proposer's menu items shall be labeled kosher, halal, gluten free, soy free food, etc., as well as, identify and label food items which include peanuts, or other known allergens, in the ingredients.

### **Product Freshness**

WCSO will not accept product that is within 30 days of expiration.

### **Item Pricing**

Prices for commissary items may not be higher than prices offered for retail sale (plus tax) in the local Rockford, Illinois area. Proposer will be expected to perform a "Fair Market Value" analysis of the same or similar products sold at Rockford, Illinois area businesses, semi-annually at a minimum. Semi-annually, County and Proposer shall review the commissary sales and preference of the commissary items sold and make any necessary adjustments to product offering.

Any commissary menu item with a price pre-printed on the item packaging must be sold at or below printed price, inclusive of any applicable sales tax. All commissary items shall be priced to include applicable state and county sales tax. Transaction handling fees will not be charged to inmates.

### **Taxes on Commissary Items**

Commissary items are taxed per State of Illinois guidelines (e.g., Hygiene items, candy products, etc.). The price of each item listing for inmates must be **Total Cost**, which **includes** all applicable taxes in pricing of each item. Awarded Proposer is responsible for applicable tax liability and tax forms based on Illinois Statute. The current sales tax rate in County is 8.25% (includes current sales taxes for Winnebago County).

### **Order Restrictions**

Proposal should describe how proposed software and Kiosk/tablet technology would limit or restrict orders, such as:

- Real-time Funds: available funds (only), weekly commissary dollar purchase limit, etc.
- Dietary restrictions: kosher, known allergies (peanuts, egg, wheat, etc.), medical conditions, halal, or other religious affiliation (as indicated in account classification).

### **Order Picking**

Upon the completion of each commissary order, Proposer's proposed commissary system shall, in real time, reserve the items from its inventory and create an order ticket which shall be used to assemble each order. County must be notified when commissary items are out of stock and if a substitution is needed prior to fulfilling the commissary order. Once all items for an order have been assembled, each item must be scanned through a bar code reader. Proposer's commissary system must compare the items listed on the order ticket with the items scanned through the bar code reader and create an error notification for missing or incorrect items. Upon receipt of an error notification, the awarded Proposer shall make the corrections, reassemble the order, and recheck the scanned items against the order ticket. County must approve menu substitutions and addition of items prior to delivery. Should an inmate not have enough funds in their account to complete their entire commissary order (inclusive of debit), the order shall be filled based on the following priority:

1. Hygiene Products
2. Debit Phone Time
3. Food

### **Packaging Restrictions**

Packaging of commissary items must be approved by WCSO. The type of bag and sealing system utilized will be subject to County's review and approval. No metal shall be used in the sealing process. Bag sizing, thickness, sealing and other physical characteristics shall be correctional-grade. WCSO does not allow inmates to keep any packaging, it is the responsibility of Proposer's on-site staff to retrieve all packaging used to package the commissary order, including but not limited to: paper, plastic, bag, box, etc. Proposer

agrees to package each inmate's order individually and to deliver the orders to the inmates using the following specifications:

1. Packaged in a clear, durable plastic bag and heat-sealed prior to delivery.
2. A two-part printed receipt (or if the proposer has a better method) that will list:
  - a. Inmate's Name
  - b. Inmate's Identification Number
  - c. Facility Name
  - d. Housing Unit, Cell, and Bed
  - e. Order Number
  - f. Date Ordered
  - g. Listing of the Quantity and Item on the Order (inclusive of debit)
  - h. Unit Cost and Taxes Applied
  - i. Total Amount of the Delivered Items
3. Orders/packages shall be separated by cell blocks/housing unit and clearly marked with the specific cellblock/housing unit.

### **Delivery and Distribution**

Proposer's staff must identify/validate each inmate receiving commissary by comparing the inmate's ID and name listed on the inmate armband against the order information. Any discrepancies in identification must be reported to Facility staff immediately. Each inmate's commissary order will be opened by the Proposer's on-site staff, in the presence of the inmate, and counted/reconciled against the printed receipt. Each inmate will be required to examine the items in the commissary order and sign receipt as proof of accuracy and acceptance. A copy of the receipt will be given to the inmate and a copy retained by Proposer's on-site staff. County may inspect deliveries with respect to quality, composition or any other matter determined relevant by County.

All orders must be delivered within 24/48 hours. If the order cannot be delivered within 48 hours (e.g., hospital, on loan, furlough, etc.), the full amount of the commissary order shall be credited back to the inmate's account.

If an item is damaged or missing from a complete commissary order, Proposer must attempt the following, in order, to complete the order:

1. Obtain or replace item
2. Obtain an item that serves as a comparable substitution
3. Issue a credit to the specific inmate's trust account within one business day
4. Or incur and pay fee imposed, as outlined in this RFP

### **Inmate Non-Availability**

If an inmate is temporarily unavailable to receive a commissary order, County will hold the inmate's order until the inmate is available to receive and examine the order, attempts to redeliver are required daily. Proposals should include a method of dealing with inmate movement as it relates to Commissary deliveries. A restocking charge will not be accepted due to inmate movement.

### **Inmate Releases**

If an inmate is released between the time the commissary order is placed and the time of delivery, Proposer's staff must verify the release in the OMS, create a commissary credit, apply the credit to the inmate's trust account within 48 hours, and return the commissary order to Proposer's location to be restocked.

### **Grievance/Complaint Responsiveness**

A system for order shortages and inmate complaints is required, with expeditious handling. Commissary Provider will assure the timely resolution of all Inmate Grievances/Requests and Staff Complaints pertaining to Commissary related complaints (both Awarded Proposer and WCSO). All complaints are to be processed

within two working days from the time the grievance/complaint is received by the Proposer and available for viewing by the inmate through the kiosk to tablet system. Food service manager, or designee, is responsible for answering the requests and grievances, that pertain to the commissary, through the Viapath request manager, in less than a workday.

Under County policies, should an inmate reserve the right to refuse delivery of an entire commissary order, the inmate may be charged a reasonable restocking fee based on the order size with a stated minimum, except in the case where the order is incomplete or damaged. Proposer shall indicate its restocking fee. Proposer may not restock or reissue damaged items. If rejected for reasons other than damage, Proposer will issue a credit slip and return the items to the Proposer's on-site location to be restocked.

### **CONTINGENCY PLAN**

Proposers should include in their Proposal, a detailed backup plan for ordering commissary items during tornado/emergency situations. WCSO welcomes process improvement recommendations from Proposers. Commissary provider will be expected to maintain an inventory of a minimum of seven Calendar days' worth of supplies i.e., hygiene kits in case of emergencies at each jail facility. Disaster recovery. Awarded Proposer must have full system back up and disaster recovery solution for all installed commissary and inmate banking systems included in their proposal, WCSO maintains no backup.

### **STAFFING REQUIREMENTS - Commissary Program Management**

#### **Training**

At a minimum, the training program must include instruction in procedures and practices necessary to coordinate delivery schedules, verify inmate identification, review contents of delivered commissary items and remediate deficiencies, identify inmates who have been discharged or transferred or are not available at the designated delivery time, create credit entries and batch reconciliation forms, policy training and addressing inmate complaints.

#### **Meetings**

Commissary Service Manager will attend meetings with the Administration staff when requested and meet at least once every month to review contract operations and resolve any Commissary concerns from WCSO staff.

### **COMMISSION**

WCSO is seeking to contract with a firm that will offer a competitive commission and/or flat rate payable to the Inmate Commissary Fund. Commission compensation is expected monthly based on net sales or minimum monthly commission, whichever is greater. Net Sales include, by way of example and not limitation, all of the following: inmate commissary purchases, fees, charges, package sales and any additional fees or charges generated by the commissary service environment and all additional fees charged to the inmate or family members and friends of the inmates and any other compensation received by Proposer. Notwithstanding the foregoing, Net Sales does not include the following items:

- Indigent Kits
- Admission Kits
- Postal products
- Refunds
- Inmate Calling Debits
- Required taxes and charges that are intended to be paid by the inmate, family, or friend and then remitted 100% by billing party to appropriate governmental agency
- ANY alternative calculation for Net Sales must be clearly outlined in proposal

The County reserves the right to request, at any time, the actual cost, mark-up, tax, and any other fee related to any commissary item available for sale to the inmate, family member and friends.

Gross Sales, Net Sales and commission discrepancies must be resolved by Proposer within 30 days of receipt

of notification of a discrepancy by County or such discrepancy is subject to late charges as described below and/or the Agreement may be terminated at the sole discretion of the County. The County further retains the right to pursue any other legal remedies it deems necessary.

## **REPORTING**

County requires Proposer to maintain accurate, complete, and reconcilable records, in electronic format, detailing the Gross Sales and Net Sales from which commissions can be determined. The records shall include all sales, transactions, taxes, credits, Proposer's mark-up, indigent kits, admission kits, delivery activities, credits, debit sales and associated invoices and commissioning reports during the term of the Agreement. County reserves the right to delegate such examination and/or reconciliation of records to its Designated Agent or another third party of the County's sole choice.

Awarded Proposer's system should allow WCSO the ability to access, as well as provide reports for the following categories, including but not limited to:

- Total Sales by dollar and category
- Commission calculations Report
- Sales detail by inmate
- Credit reports
- Inmate Sales Receipt
- Total Sales by inmate name, with total for each order, monthly with a grand total

### **Weekly Reports**

- Summary of total weekly sales
- Total weekly postage sales
- Total number and value of indigent kits delivered

### **Monthly Reports**

- Monthly activity, itemized and summarized, including (due by 20<sup>th</sup> of month to avoid fine of \$750 per month):
  - a. Total Gross Sales
  - b. Net Sales
  - c. Food
  - d. Non-food
  - e. Returns
  - f. Adjustments
  - g. Mark-up
  - h. Sales tax
  - i. Commission payment deductions

### **Upon Request** (any timetable requested by County):

- Gross sales
- Taxable and non-taxable sales
- Total monthly postage sales
- Total credits
- Total number and cost of indigent kits sold
- Total sales tax paid
- Total commission owed to WCSO
- Revenue and Commission
- And any other report requests (pending system capability)

## **TRAINING REQUIREMENTS**

Training shall be provided to WCSO staff, including but not limited to: tablets, kiosk, in-take, release, account review, tracking, reporting, train-the-trainer on use of tablets, kiosks and general commissary ordering process will be ongoing and will be the responsibility of Proposer's on-site staff.

## **SOFTWARE**

The specifications set forth are for informational purposes and to provide a general description of the requirements for Inmate Commissary Services software. Proposers shall be responsible to submit technical proposals based upon their program that will meet the goals, objectives and requirements set forth herein. Proposers should identify any special features/value added components of proposal and describe how the special features/value added components affect base commission rate percentages (percentage) and/or minimum guarantee. Special features will be at no cost to WCSO.

All rights, including but not limited to, software licenses (including any third-party software licenses that may be required) and support/maintenance agreements will be transferred to WCSO, at no additional cost, upon completion of year three and/or termination or cancellation of the commissary contract.

All connectivity, hardware and software interface, kiosk, tablets, etc., conversions, configuration and integrations will be the financial responsibility of Awarded Proposer, including any development and implementation of interface software to allow communications between the County, Commissary, and the Inmate Banking Software. Should the ITS provider be replaced during the term of the Agreement, Proposer shall establish the necessary interface for inmate commissary ordering via ITS at no cost to County.

Commissary software will be cloud based, and latest SQL software version. The source code for all systems is subject to escrow with an agreed upon third party.

Proposal must include a documented track record of electronic data seamless integration with OMS and inmate telephone system.

The Proposer's commissary system must:

1. Track items ordered by each inmate;
2. Track items for which funds are available for purchase;
3. Track items which have been restricted from an inmate's use due to quantity, category, or dollar restrictions;
4. Enter in each line item on the order; and
5. Complete the order with receipt.

## **Performance Process**

Proposer shall provide, install, and maintain the software and network components in accordance with the manufacturer's specifications and the provisions set forth within this RFP.

Proposer shall provide County with a web-based user application and software upgrades as they become available. All upgrades must be no older than one release of newest operating system and provided to County at no additional cost.

Proposer shall provide County with written notice, including detailed information, of any new software upgrades or additional features to be added to the system, within 30 days of introduction of the new software or features.

Proposer shall adhere to the performance process when upgrading the software or performing any changes to the system at the Facility. Any deviation from this process may result in a fine incurred by Proposer. Such fine will be equal to \$300.00 per occurrence. Proposer shall be notified of the total amount due via written notice from County. County will invoice Proposer and payment shall be due within 30 days of Proposer's receipt of invoice.

## **IMPLEMENTATION PLAN**

Proposer shall provide a detailed implementation plan for installation and/or transition of commissary services inclusive of the inmate banking software, kiosks, and tablets. The implementation plan shall include specific tasks that will be required to complete the implementation process of the commissary environment to the awarded Proposer. The implementation plan shall highlight important milestone dates with a

description of what the milestones include. The initial implementation of the commissary services, kiosks, and inmate banking software must be completed within 60 days from the execution date of the Agreement. If Proposer's proposed implementation plan should exceed this timeframe, Proposer shall include an explanation of the variance in proposal.

#### **TRANSITION**

For the initial installation, Proposer will work with County and the incumbent inmate commissary service provider to ensure an orderly transition of services, responsibilities and continuity of the services required by County.

Proposer will work with County and Offender Management System (OMS), Offendertrak, to ensure all required information is received for a seamless transition to the inmate banking software (e.g., inmate booking numbers, inmate personal identification numbers, inmate trust balances, etc.)

Prior to the execution of the Agreement for the commissary services outlined in this RFP, Proposer shall work with the incumbent commissary service provider to ensure an orderly transition of services and responsibilities and to ensure the continuity of the services required by County. Should Proposer wish to purchase any existing goods and/or materials from the incumbent commissary service provider, it is the responsibility of the Proposer to mutually agree with the incumbent Proposer on the inventory and cost of any such goods. Proposer shall be held responsible for providing all commissary service requirements in this RFP whether Proposer chooses to provide the initial supply of the said goods and/or materials or if Proposer wishes to work with the incumbent Proposer on the purchase of any existing goods and/or materials.

Upon expiration or cancellation of the Agreement or in the event County exercises its right to terminate the Agreement, Proposer shall accept the direction of County to ensure commissary services are smoothly transitioned. At a minimum, the following shall apply:

Proposer acknowledges that all documentation, reports, data, etc., contained in commissary system and inmate software are the property of County. County acknowledges the commissary system hardware and software and the inmate banking software are the property of Proposer. The documentation, reports, data, etc. for the Facility shall be provided to County by Proposer on a storage medium and in a user-friendly, searchable, and electronic format at no cost to County within 15 days following the expiration, termination and/or cancellation of the Agreement or within 15 days following the last day commissary services are provided by Proposer, whichever occurs first. Proposer shall accept County's decision whether the solution provided is acceptable. As an alternative and at no cost to County, Proposer shall allow County access to all documentation, reports, data, etc. contained in the commissary system for a period of 2-years following the expiration, termination, or cancellation of the Agreement. Proposer shall provide such access to County within 7 days following the expiration, termination and/or cancellation of the Agreement or within 15 days following the last day commissary services are provided by Proposer, whichever occurs first. Proposer shall accept County's decision whether the access provided is acceptable.

Proposer shall discontinue providing service or accepting new assignments under the terms of the Agreement, on the date(s) specified by County. Proposer agrees to continue providing all services in accordance with the terms and conditions, requirements, and specifications of the Agreement for a period not to exceed 90 calendar days after the expiration, termination, or cancellation date of the Agreement. Commission payments will be due and payable by Proposer to County at the percentage provided in the Agreement until services are no longer handled by Proposer.

#### **END OF SPECIFICATION: INMATE COMMISSARY SERVICE**



## **SPECIFICATION: INMATE BANKING SERVICE**

Awarded Proposer will provide WCSO with a cost effective and efficient Inmate Banking system to be available for use the jail facilities, including but not limited to: equipment hardware and software, implementation, warranties, support, and training at no cost to WCSO.

### **BACKGROUND**

The current inmate banking system is a component of the Inmate Commissary System. It was installed in 2018 and provides automation for all Inmate Banking and Commissary System functions, including deposits, medical deductions, daily subsistence collections/deductions and commissary ordering functions. The current system is proprietary and provided by Aramark. Migration from Offendertrak is expected January 2024.

### **GENERAL REQUIREMENTS**

Winnebago County is interested in utilizing Proposer's inmate banking software. Proposer shall state if its inmate banking and software includes the following features and include screen-shots in its response to this RFP:

1. Vendor must agree to and abide by all terms and conditions set forth in the Business Associate Agreement, a copy of which is attached hereto as Appendix F.
2. General ledger with automatic dual accounting posting
3. General ledger reporting for all accounts
4. Date-specific reports for all accounts
5. Trial balance (to be run at any time)
6. Fiscal year maintenance with End of Month (EOM) reporting
7. Checkbook reconciliation (with multiple checkbooks)
8. Inmate receivables module (including reports)
9. Automatic check writing
10. Accounts receivable module with receivable invoicing
11. Multiple releases (group of inmates on same check and applicable report)
12. Release invoice (window envelope)
13. Indigent module (up to 4 types of kits per inmate with configurable settings)
14. Collection of debt (by priority)
15. Constant balance with general ledger
16. Reporting for current balance and historical balancing (user-defined criteria)
17. Reporting on all purchases (orders placed, rejected, available products, etc.)
18. Reporting on inmate accounts (inclusive admin or specified restrictions)
19. Account summaries (per Inmate or Facility)
20. Transaction history
21. Automatic escheating/reclamation of checks
22. Account closing (facility defined balance)
23. Inactive maintenance (reporting and reclamation of funds)
24. Inmate intake and release logs and reporting
25. Multiple profit accounts
26. Facility & user log reports
27. Automated group charges (customized criteria)
28. Classification of inmates
29. Utilization of PINs and reports (designated by Facility)
30. Utilization of an Inmate ID, booking number and reports (designated by Facility)
31. Stored signatures
32. Transfer of funds (based on user's access level)
33. Deductions for automatic collections
34. Inclusion of address and contact information (for post-release)
35. Category reporting

## **Reporting Requirements**

Awarded Proposer's system will be expected to provide reports for the following categories, including but not limited to the following:

- ✓ Trial Balance
- ✓ Statement of Financial Position (Balance Sheet)
- ✓ Income Statement
- ✓ Cash Flow Statement
- ✓ Check Register
- ✓ Aging Detail Report
- ✓ Detailed Deposit Reports
- ✓ Detailed Withdrawal Reports

## **Meetings**

Proposer should agree to meet when requested to discuss items related to the Inmate Banking and Kiosk functionality, and to work towards any mutually agreeable resolutions pertaining to:

1. Improvements to system issues and reporting in the Banking System when needed;
2. Improvements to system related issues and reporting in the Fund Intake and Fund Disbursement Equipment/System when needed;
3. Attendance at required meetings shall be at no additional cost to WCSO.

## **Funds Intake**

Funds intake units, for the purpose of depositing funds into the inmate account, are located as follows: two in the lobby, two in Bond-out, two in Pre-Booking. A service will be provided by the Awarded Proposer to pick up cash and deliver it to a local County bank weekly.

Family members and friends must be required to set up an account to deposit funds into an inmate's trust account. The account shall allow the user to view all completed transactions for a minimum of 30-days. The account shall capture the following information:

1. First and last name
2. Payment method (credit/debit card, money order, etc.)
3. Address associated with payment method
4. Transaction amount
5. Method used to deposit funds (ex. Kiosk, website, mobile, etc.)

Deposits must be posted to the inmate's trust account within a minimum of two hours of deposit confirmation. Proposer shall be responsible for all fraudulent deposits and shall guarantee payment to the County/trust account.

## **Direct Deposit Software**

All deposit methods shall be integrated with the Proposer's software and OMS so that the deposits are electronically transferred to the inmate's trust account.

## **Funds Disbursement**

Funds Disbursements units will be placed in the jail for the purpose of closing the Inmate's account and withdrawal of the inmate funds by debit card. Proposers are to explain in their proposal how coin refunds would be handled.

## **Secure Release Options**

The Proposer must list any Debit Card Release Service programs they have to offer. The software program must properly account for the debit card releases and provide automatic posting of information to the card provider. The service, cards and card readers should be provided at no cost to the Facilities, nor to the inmates. The Proposer will provide at least six (6) references (see Appendix J) where this program is installed.

## **SOFTWARE REQUIREMENTS**

Cloud-based, one central database with technology to interface with Commissary Kiosks, which will provide the following primary functions, features and requirements:

### **Primary Functions:**

1. Trust fund accounting for ADP of 900 or more
2. Commissary ordering and sales functions
3. Inventory control
4. Financial reporting/Accounting Reports
5. Management reports

### **Special Features:**

1. Collection of daily subsistence fees, court assigned fees, medical co-payments, uniforms, and postage fees
2. Interface with management system (There is no cost to interface to Offendertrak)
3. Automated transfer of inmate accounts to dormant status based on release dates
4. Process for closing and archiving dormant accounts based on specific time periods
5. Permit multiple users with various permissions and access levels
6. Prevent users from modifying a financial transaction that has been completed/posted
7. Provides a complete audit trail of all transactions
8. Allows for negative inmate balances and the ability to write-off debts or portions of debts
9. Debit Calling Interface – must be able to implement Debit Calling to interface with the current inmate telephone provider. The Proposer shall describe in detail how the process works which shall include at a minimum the ability to electronically send inmate funds to the inmate phone provider and to return any unused funds to be included in the inmate's release check or debit card. The interface to the phone provider should be in "real time" when the request to move dollars to the phone system is processed and should use XML messaging services.
10. Family members and friends will be allowed to deposit money into an inmate's trust account by these three methods:
  - a. Website (credit/debit card, check) and/or mobile application
  - b. Call center/toll free number (credit/debit card, check)
  - c. Kiosk application
11. Funds Intake and Funds Disbursement equipment transaction(s) will interface with the Inmate Banking System in order to record final withdrawal from inmates' account.

**Systems Interface Requirements:** Must interface with the following:

1. Commissary System
2. Offendertrak
3. GTL (tablets, phones)
4. Kiosks
5. Any future systems required by WCSO

### **Additional Requirements/Comments:**

Proposers will have an opportunity to view equipment during scheduled site visit.

1. Proposer responsible for obtaining the necessary software and software licensing to integrate with Offendertrak (scheduled to change eff. January 2024).
2. Configurations required by Awarded Proposer:
  - a. Funds Intake hardware device and software
  - b. Fund disbursement devices and software (debit card loaders)
3. The source code for all systems is subject to escrow with agreed upon third party.
4. Proposer shall provide the County a password and username to access Proposer's web-based application. Remote access must allow the Facility to perform the following functions:

- a. View and cancel incoming payments;
  - b. Download payment files;
  - c. Download monthly reports;
  - d. Query and pull additional reports; and
  - e. Investigate and supervise payments.
5. Proposer will be responsible for electrical and cabling within Jail Facilities to the Funds Intake Equipment and Funds Disbursement Equipment installation site.
  6. Network cabling and data drops, if required, are responsibility of Awarded Proposer.
  7. Proposer is responsible for determining all requirements and costs associated with the conversion of service and data from the current commissary provider to Proposer.
  8. Proposer will be required to assist County staff with the audit at the end of the fiscal year.

#### **IMPLEMENTATION**

Proposals should include an installation/implementation plan for the entire project including data conversion. All associated costs are the responsibility of Awarded Proposer and shall be at no cost to WCSO. Proposers should consider this when computing pricing/commissions.

#### **CONTINGENCY PLAN**

Proposal should include a written emergency contingency/disaster plan, identifying roles and supplies needed on hand in case of a disaster. Proposer should include plans for backup in the event that banking system becomes inoperable. Disaster recovery – Awarded Proposer must have full system back up and disaster recovery solution for all installed commissary and inmate banking systems included in their proposal.

**END OF SPECIFICATION: INMATE BANKING SERVICE**

## **SPECIFICATION: INMATE KITCHEN/FOOD SERVICE**

The Winnebago County Sheriffs Office is requesting proposals for the provisions of food service for seven days per week for daily population of approximately 780 inmates and 50 Juvenile Detention Center (JDC) detainees. Of the average 830 inmate meals per service, there are approximately 70 medical/therapeutic diets and 6 religious' diets, and of the approximately JDC 35 detainee meals per service, there are an average of 3 medical/therapeutic/religious diets.

### **QUALIFICATIONS OF PROPOSER**

Proposer must have been engaged in the provision of food services to jail/correctional/detention facilities for at least three years. The facilities must have had (at the time of your service) a rated capacity of 500 or more beds. The County will consider participation in joint ventures and similar business arrangements for purposes of this requirement.

### **MENU REQUIREMENTS**

The successful proposer shall provide at least three (3) inmate meals (including two hot meals) at regular meal times during each day with no more than 14 hours between the evening meal and breakfast in accordance with ACA Standards. A meal schedule shall be mutually agreed upon between the Proposer and the Sheriff's administrative personnel. Late meals will not be acceptable. Proposal must include a twenty-eight day (28) regular menu plan (including specific portion sizes, weight, or number of pieces, as appropriate) that includes an item-by-item nutritional analysis along with a weekly summary nutritional analysis, a statement of nutritional adequacy and will meet the following requirements. In addition, a seven (7) day sack meal plan and Holiday Meal plan must be submitted providing the same previously requested requirements. One menu with two (2) portion sizes to meet the requirements for juveniles and adults will not be acceptable.

### **Sack Meals**

Winnebago County provides sack meals for inmates missing meal times. The sack meals must be packaged in paper bags. Sack meals shall meet the same nutritional standards and guidelines as the standard meals. Winnebago County orders approximately 450 sack meals per week. These are to be provided at the same unit meal cost. A seven (7) day sack meal menu shall be submitted along with the standard 28-day menu.

The sack meal shall consist of two (2) sandwiches with a total of three (3) ounces of meat, cheese, or peanut butter meat equivalent; one (1) condiment, one (1) fresh fruit, one (1) dessert or chip item, and a carton beverage. A one-week cycle indicating the variety shall be submitted with the proposal.

### **Work Release/Commissary Meals**

The County does not currently house work release inmates, however, in the event the program is renewed, they will be served the same inmate meals unless leaving for work release shifts, at which time, a sack meal is required. This averages 4 to 30 inmates daily.

### **Holiday Meals**

A sample menu shall be submitted for the following holiday meals: Thanksgiving, Christmas, New Year's Day, and Fourth of July.

### **Manuals**

Proposer shall supply one (1) of each manual of therapeutic, religious, and special diets with their submitted proposal.

### **Food Requirements**

1. Meals are to be provided to inmates of the County Jail and detainees at JDC three times per day, seven days per week, fifty-two weeks per year, including leap year.

2. A weekly average of 2,800 calories per day shall be provided by the menu. The Recommended Dietary Allowances shall be adjusted for the age and sex of the population.
3. Provide food, which meets the standards of ACA, the Illinois Department of Corrections, the Illinois Department of Juvenile Justice, the Nutritional Board of the National Academy of Science as prescribed for inmates. Further, for the JDC maintain a menu, which meets the standards of the National School Breakfast and Lunch program.
4. The inmate meals shall follow a pre-approved 4-week cycle menu which must be submitted with the proposal. Portion sizes "as served", not raw sizes, must be clearly indicated on the menu including the cooked meat weight in combination entrees. For example --- Beef, Macaroni, and Tomato Casserole 10 oz. (2 oz. meat) and Sloppy Joe 4 oz. (2 oz. meat).
5. An item-by-item computer nutritional analysis of the menu with a weekly summary indicating the percentage of compliance to the highest RDA values for the population (2.5% diabetic, 2% religious, 4% medical and 91.5% normal menu) shall be submitted with the proposal. Each item on the menu shall have specific nutritional values based on recipes, which will be used in the facility. For example, the specific calories, protein, fat, sodium, calcium, iron, and vitamins in the recipe which will be used for Beef Macaroni and Tomatoes and all other meal items shall be separately identified on the computer analysis.
6. The inmate menu shall be certified in the proposal by a registered dietitian with a signed nutritional compliance statement for the age and sex of the population (2.5% diabetic, 2% religious, 4% medical and 91.5% normal menu) as well as a signature on each page of the menu. A copy of the dietitian's ADA registration card shall also be submitted with the proposal. Annually, the vendor's dietitian shall review and certify the inmate menu. In addition, all menu revisions shall be certified.
7. The menu shall be planned with jail tested products and recipes for inmate acceptability. A variety of food flavors, textures, temperatures, and appearances shall be used.
8. Diets shall be available upon medical authorization or by chaplain approval.
9. The regular menu shall contain no pork entrees to reduce the need for religious diet modifications.
10. During Ramadan, sack meals need to be prepared before sun-up and sundown. This averages between 20 and 30 inmates during Ramadan.
11. Kosher meals need to be prepared at the same cost as regular inmate meals. County averages between 20 to 30 inmates for kosher meals.
12. A minimum of five (5) holiday or special meals shall be served each year. Three (3) sample meal menus shall be submitted with the proposal.
13. Of the three meals provided for each 24 hours of detention, at least two (2) meals must be hot (as required and defined by ACA Standards) and at least one shall be balanced per IL Administrative Code, Part 701, County Jail Standards, 701.110.
14. Lunch and Dinner entrees may not be repeated in the same week. For Breakfast, the cereal, breakfast meats and eggs (prepared the same way) may not be repeated two (2) days in a row. Bologna, may not be served as a breakfast item.
15. Fat portions, such as margarine, butter, salad dressing, and mayonnaise, shall not exceed ½ ounce per serving. In addition, these high fat items shall not be added to meals when they are not appropriate.
16. To assure a minimum level of menu quality, at least five ½-cup fruits and vegetables equivalents are required each day on the menu. The USDA School Lunch Buying Guide shall be used to determine qualifying equivalents. A minimum daily variety of four different fruits and vegetables shall be used to meet the requirement. As specified by the guide, items such as fruit drink, rice, and noodles do not qualify.
17. A sack meal shall be provided for inmates/detainees who miss the service of the regularly scheduled meal due to courts, work assignments, or late book-ins.
18. Only wholesome products may be purchased or used in production. Proper food sanitation and storage shall be maintained. The vendor is required to follow pre-approved product purchasing specifications, which shall be submitted with the proposal.

19. A beverage other than water shall be served with each meal.
20. All meat must be boneless.
21. Condiments must be included as part of the menu in accordance with State Standards.
22. Quality Control Standards must be included for food borne illnesses.
23. All meals must be supervised with the end result of appropriate appearance AND taste.
24. It is expected that menu substitutions will be kept to a minimum, however the Jail officer must be notified (in writing) of substitutions as they occur. Compliance with all other requirements, such as the number of calories, must be adhered to.

**Quality**

Menus should take into consideration food flavor, texture, temperature, appearance, and palatability.

**JUVENILE DETENTION CENTER**

All meal counts will be based on the population of the facility at 6 AM on each day. Due to fluctuations in population each day, the proposer must have sufficient food to serve 10% over the reported meal count for that day (e.g., if the 6:00 AM count is 50, the provider must have sufficient food to serve for 55 persons that day.)

Meals shall be delivered to the JDC by the following times:

Breakfast	8:15 AM
Lunch	11:15 AM
Dinner	4:00 PM

Room trays shall be provided to JDC by:

Breakfast	8:40 AM
Lunch	11:45 AM
Dinner	4:15 PM

Dining Room service shall be provided at the JDC at:

Breakfast	9:00 AM
Lunch	Noon
Dinner	4:30 PM

1. A separate 28-day menu for the JDC must also be submitted. This menu must meet the requirements for High School Students under the National School Breakfast and Lunch Program as well as the Illinois Department of Juvenile Justice Standards for daily calorie intake.
2. The Proposer will provide staff and equipment to properly transport and serve food at the Juvenile Detention Center three times per day seven days a week.
3. At the JDC, the proposer shall deliver all sack meals ordered with the breakfast meal.
4. At JDC a daily snack must be provided for after dinner consumption, which must include a drink and food item as defined by State Standards.
5. At the JDC, milk must be available for at least two meals during each 24 hours of detention.
6. At the JDC, upon completion of each meal, the floors of all rooms of which food or drink is stored, prepared, served or in which utensils are washed and shall be kept clean.
7. Proposer will provide disposable trays with lids for room service at JDC.

**COMMODITIES**

The County Jail and Juvenile Detention Center may qualify to receive Surplus Commodities from the U.S. Department of Agriculture. There is no guarantee as to what, if any, commodities will be available during the life of the contract. The successful Proposer shall utilize U.S.D.A. commodities available to the County.

At present, the Winnebago County Juvenile Detention Center (JDC) participates in the National School Breakfast and Lunch Programs. As part of this participation, the provider will receive surplus commodities from the United States Department of Agriculture during the normal school year (currently August-May) of

each year. There is no guarantee from year to year as to what, if any, commodities will be available however the successful Proposer will be required to utilize the U.S.D.A commodities in the food which is provided to the Juvenile Detention Center.

The proposer shall include with its proposal a plan to incorporate free Federal and/or State commodities, which shall be used to offset price per meal for the contract period. Said commodities value shall be equal to fair market wholesale value. Said offsetting price commodities shall be declared to the Sheriff or his designee on a monthly basis. Declaration shall include type of commodity, amount of commodity by weight or volume, wholesale price per unit, and total wholesale value. When a commodity is used for the JDC, the JDC must receive credit against the meal, the value including transportation charges for the commodity used. The product value is determined by the USDA or the other government agency, which has donated the product and will be provided to the Proposer by the JDC.

Federal regulations permit the use of Surplus Commodities only in the program to which they are donated. The Proposer shall assume all costs, both direct and indirect, in procuring such commodities and in complying with the rules promulgated by the Department of Agriculture, including full compliance with the training, menu, and ingredient requirements of the National School Breakfast and Lunch Programs. The Proposer recognizes that these requirements are subject to change and will make necessary adjustments to ensure ongoing compliance. In addition, the Proposer will, as necessary, meet with and provide required supporting documentation to the Illinois State Board of Education and United States Department of Agriculture Compliance Inspectors. Any deficiencies or violations which are cited shall be immediately corrected.

Proposers are to propose prices without regard to availability of Surplus Commodity or foods. Any Surplus Commodity or food provided for the County shall be credited to the next month's invoices. Credit shall be separately stated on the invoice and shall be calculated on the fair market value of the commodities received less shipping expenses.

Proposer shall maintain all financial and supporting documents, statistical records, and any other records pertinent to the use of the USDA surplus commodities program. The records and documents shall be available for the duration of this contract and for a minimum of five (5) years and ninety (90) days after the termination of this contract. All Surplus Commodity records shall be made available to representatives of the County as well as the Auditor's Office at any reasonable time and place for inspection and audit. Failure to comply with the provisions set forth above shall be cause for termination of Contract. The County shall have the right to inspect and audit the records of commodities used and credits provided at any time. Failure to comply with any request for inspection of records or the regulations of the USDA and ISBE shall be cause for termination of the Contract.

The successful proposer agrees to make the fullest use of the USDA donated commodities when they are available. The vendor reserves the right to refuse acceptance of any such commodities, which are contaminated, or in excessive amounts. The utilization/control of USDA donated commodities are subject to the following requirements:

- a) The vendor will properly handle, store, and prepare all commodities.
- b) A weekly inventory shall be taken of all commodities by the vendor. The report shall include for each USDA donated commodity, the commodities on hand at the beginning of the week, the quantity used, the quantity lost due to spoilage, theft, or shrinkage, and the balance at the end of week.
- c) Commodities received will be used solely for the benefit of those persons in the jail/detention center.
- d) The vendor shall credit to the Sheriff's/JDC's invoice, the fair market value to each commodity item used for the period, deducting therefrom, shipping and handling charges actually incurred.



## **SANITATION**

The entire food service and delivery areas will be operated and maintained in a clean and sanitary condition in complete compliance with all federal, state, and local standards, including but not limited to the regulations promulgated and enforced by the Winnebago County Health Department.

Proposer must successfully pass all required health and sanitation inspections, whether by County/State/Federal officials, with a Grade "A" or "equivalent" numerical score by the Winnebago County Health Department. Any costs incurred by the County due to Proposer's failure to pass any required health and sanitation inspection will be the responsibility of the Proposer.

The Proposer shall furnish clear trash bags and food grade gloves and supervision necessary to keep the areas assigned in a clean, sanitary, and orderly condition at all times and in compliance with the above listed standards. The County will provide the inmate labor and cleaning supplies at the jail. There shall be no additional charge for these supplies in excess of the pricing submitted for the per meal cost. The Proposer shall collect of all rubbish, garbage, litter, or waste. County will provide dumpster for trash and rubbish.

## **ADDITIONAL PERFORMANCE REQUIREMENTS**

1. There is no dining area at the County Jail, therefore, Kitchen staff, in an assembly line fashion, will fill and load trays onto carts, the trays will then be delivered to the inmates, by unit, by inmate trustees supervised by officers.
2. The successful Proposer shall provide all meal preparation, tray assembly, utensil and appliance cleanup, post meal cleaning of soiled trays, carts, and related items as well as overall general kitchen cleanup and sanitation at both locations.
3. The successful Proposer shall be required to maintain a temperature equal to or exceeding one hundred forty (140) degrees Fahrenheit for all food items on the heated serving line and a temperature not to exceed forty-one (41) degrees for all food items on the chilled serving line. In addition, the Proposer shall meet or exceed all Illinois Department of Health Food Service Sanitation Guidelines, all American Correctional Association Guidelines and all Illinois Department of Corrections, County Jail Standards.
4. Meals shall be provided at reasonable and proper intervals, adhering to recognized breakfast, lunch, and dinner schedules. Meals at the jail shall not be served earlier than: 6:00 a.m. for breakfast, 11:00 a.m. for lunch, and 4:30 p.m. for supper. At the jail, there shall be no more than 14 hours between the evening and morning meals.
5. The successful proposer shall provide all consumable supplies and food products, which are required for food service operation and storage of all food and related stores in the dry storage room, walk-in cooler or walk-in freezer provided by the County onsite.
6. Facility inspections may be requested by the Sheriff or Superintendent with or without advance notice to the vendor.
7. The facilities and equipment used in the contract shall not be used to prepare food for agencies or persons other than those designated under the proposal without advance written approval of the Winnebago County Sheriff.
8. The successful proposer shall provide the necessary transportation of meals including all specialty equipment related to the transportation of said meals to include the necessary equipment needed to ensure such meals maintain the proper serving temperature as indicated by any applicable local, state, or federal regulation, and related personnel to accomplish the transport from the main facility to any remote site.
9. Food and drink, while being stored, prepared, displayed, served, or transported, shall be protected from contamination by insects or foreign substances.
10. The successful Proposer will be responsible at all times, during all phases of operations, to ensure the proper security of equipment and the efficiency of the food services system. Following each meal, an inventory of trays, cups, utensils, and small wares will be made and reported to the Kitchen Officer. Items destroyed or thrown away by employees or inmate workers will be the responsibility of the Proposer and must be replaced at no expense to the County. **NOTE: Equipment damaged by**

**the Proposer or inmate workers through negligence or inattentive supervision will be the responsibility of the Proposer and must be replaced at no expense to the County.**

11. The successful Proposer shall be responsible for all labor related costs and other expenses such as cleaning supplies, paper supplies, laundry and uniforms for Proposers employees, general liability and property insurance, long distance telephone expenses, bond premiums, office supplies, postage, taxes and licenses, and expenses for employee physicals. This is to include the permit issued through the Winnebago County Health Department to operate food-handling services in the jail. If the Proposer fails to complete or comply with all permits, any additional costs incurred by the County due to the Proposers failure to complete or comply with the permits, will be the responsibility of the Proposer.
12. Proposal is to include the cost to the County to replace new 100 insulated trays from Plasticon per calendar year or as agreed.

#### **GRIEVANCE/COMPLAINT RESPONSIVENESS**

Food service complaints from inmates must be processed at least daily as follows:

Food service manager, or designee, is responsible for answering the requests and grievances, that pertain to the kitchen, through the Viapath request manager. The responsible food service director shall determine the appropriate mechanism to be utilized for specific categories of complaints.

#### **CONTINGENCY PLAN**

The successful Proposer is required to have on site, sufficient supplies to provide for not less than five (5) days of three complete meals in case of emergency at both, the Jail and Detention Center, locations.

The successful Proposer will be required to submit, a contingency plan describing how you intend to provide uninterrupted food service in the event of lockdown, riot, strikes by your employees, natural or manmade disasters, power failure, kitchen interruption or other force majeure. This plan will be subject to approval by the Jail management. Include provisions for any off-site preparation facility, alternate staffing arrangements, and other topics related to emergency operations along with a sample menu.

Any off-site facility used in a contingency situation must meet all health certification requirements, and must comply with all performance standards hereunder. Any additional costs for items shown on the Contingency List submitted with your proposal must not exceed actual cost. To the greatest extent possible, the successful Proposer will coordinate with the County for the purchase of such items.

#### **Contingency List**

You must submit with your proposal a listing of any goods and services (e.g., transportation, special packaging) which would alter your bid price in the event you are called upon to provide uninterrupted food service in the case of lockdown, riot, strikes by your employees, natural or man-made disasters, power failure, kitchen interruption or other force majeure. **NOTE:** While rare, Winnebago County is under contractual obligations to take up to 200 federal inmates on an emergency basis, with minimal advance notice. A sack meal for each emergency relocated inmate would be required within a reasonable amount of time.

#### **ESDA And Joint Information Center for Natural Disasters**

In the event that the EOC (Emergency Operating Center) and the JIC (Joint Information Center) are activated, vendor will need to supply food and beverages for up to 100 people, 3 times daily while these Centers are operational. The vendor would have up to a 24-hour notice, if possible. The vender would be reimbursed for the cost of these services through either a Declaration or the Emergency Management budget. Inmates are not to prepare the food, nor can the food be served on inmate trays.

## RECORDKEEPING

1. All records prepared for or required by this RFP and the resulting contract shall be maintained for a period of three years from delivery of services, and shall be made available for inspection and copying upon reasonable notice by the Sheriff or the County Auditor at no cost to the Sheriff.
2. Menus shall be preplanned and copies of all meals served, as well as substitutions, shall be maintained for three years.
3. Food temperatures must be checked and recorded daily.
4. The successful Proposer shall provide a weekly report indicating the number of daily meals served to inmates and staff. This report shall be broken down into categories by the three meal times, by housing locations, regular meal, sack meals and staff meals.
5. The Proposer shall provide training reports when applicable. The Proposer shall submit employee time documents.
6. All current records must be kept on the premises.
7. Records must be submitted in Excel format or comparable electronic format mutually agreed between the Sheriff and successful Proposer.
8. Additional record-keeping may be required if USDA commodities are used.
9. All records are property of County of Winnebago and shall be released to County of Winnebago upon request.

## STAFFING REQUIREMENTS – Kitchen/Food Service

1. Proposer must meet all criteria outlined in **SPECIFICATION: ON-SITE STAFFING**, included in this RFP.
2. The successful Proposer shall maintain a trained staff, which shall be on duty for all 21 meals served each week. The Proposer shall provide sufficient staff to ensure efficient operation, expert administration, dietetic service, purchasing, accounting, supervision service, technical assistance, and planning. At a minimum, there shall be a Food Service Manager, one (1) Assistant Food Service Manager, and five (5) other full-time staff. On weekends and holidays, the minimum number of staff must be four (4). The Proposer shall have adequate staff to supervise inmate labor, while meals are being prepped, prepared, served, and during clean up. **NOTE: At no time will the kitchen be left unstaffed/unsupervised.**
3. At least one full-time cook or an onsite staff member of the food service provider shall have food services sanitation manager certification from the Illinois Department of Public Health, and IDJJ Standard for JDC.
4. All contracted kitchen staff must be familiar with security aspects of jail operation and be effective in training and supervising detainees in food services.
5. Meals must be prepared, delivered, and served under staff supervision.
6. The Jail kitchen hours are approximately 5:30 a.m. to 6:00 p.m. Staffing schedule to be discussed at the transition meeting.

## Dietitian Information

Proposal must include a copy of the dietitian's license and Academy of Nutrition and Dietetics Commission Registration Card.

## District Manager and Food Service Manager Resumes

Proposer must provide copies of resumes of both the District Manager and Food Service Manager. Identify staff member with Sanitation Manager Certification from the Illinois Department of Public Health.

## Training

The successful Proposer shall be required to cooperate with all employee training required under the Illinois Administrative Code County Jail Standards, PREA, and the American Correctional Association Performance-Based Standards for Adult Local Detention Facilities. Such training shall be at no cost to the Sheriff or County.

## **Subcontractors**

All subcontractors shall be identified on the form contained herein (see Appendix J). The County reserves the right to reject any or all subcontractors.

## **PROPERTY FURNISHED BY THE COUNTY OF WINNEBAGO**

The County will provide, install, maintain, repair, or replace, if necessary, and permit the successful Proposer to use all food service equipment. Repairs of County equipment will be at the expense of the County; except in the case of negligence or inadequate supervision, these repairs will be charged to the Proposer. Equipment will remain the property of the County. Proposer shall properly and safely use and operate all electrical, gas and plumbing fixtures, equipment or appliances connected thereto. In the event repairs are required, Proposer shall immediately notify the appropriate jail personnel.

The kitchen facilities at the County Jail and the Juvenile Detention Center, together with kitchen utensils and equipment, located therein, will be made available to the Proposer for use under this contract. However, such physical location and equipment is only an accommodation to the Proposer and the County makes no warranties, expressed or implied, as to their availability in the event of force majeure and Proposer must have a contingency emergency plan acceptable to the County for such an emergency.

The County will provide trash removal, pest control, office space, inmate uniforms, small wares, and utilities (excluding long distance telephone service). The County will provide adequate security for all food service areas. The County will provide a mutually negotiated level of inmate labor (trustees) at the times and locations necessary to assure efficient food service operations. The Proposer will provide sufficient staff with which to supervise inmate workers provided.

## **OPTIONAL: VALUE-ADDED SERVICES**

Winnebago County will consider "offered" Value Added Services in its award determination. The County welcomes process improvement recommendations from Proposers as well as suggestions and offers including: business procedures, quality features, methods, or additional business activities, etc.

### **Consideration 1. STAFF MEALS**

The County is interested in offering meal services for jail officers and staff. We are open to suggestions or options from Proposers. Here are the minimal requirements for Proposer consideration:

- ✓ The jail's Officer's Dining Room (ODR), which is located on the third floor in the jail, has its own kitchen, storage, serving, and large dining area. There are also current vending machines services that could be replaced.
- ✓ All preparation, cooking, storage and serving for staff meals must be done in the ODR.
- ✓ The cost of these meals would be paid by staff, at a reasonable price.
- ✓ Day shift staff meals must be served from 11:00 a.m. and 12:00 p.m. - Monday through Friday.
- ✓ Night shift staff want the opportunity to have pre-made meals stored in Styrofoam containers in ODR refrigerator until night mealtime.
- ✓ Excluding staff meals being served on inmate trays, serving method is flexible.
- ✓ Inmates must not handle or prepare the staff meals.
- ✓ No weekends or holidays would require staff meals.
- ✓ Weekend and after-hours food plan/services for meals and snack is open for consideration. Vending is also open for consideration.
- ✓ Current Correction staff totals are as follows:
  - Days including Officer, Supervisors, Medical, and Chaplain is 72.
  - Nights including Officer, Supervisors, and Medical is 34.**Current total of 106 work during a typical Monday – Friday week.**

### **Consideration 2. KITCHEN EQUIPMENT AND/SERVING EQUIPMENT REPLACEMENT** **END OF SPECIFICATION: INMATE KITCHEN/FOOD SERVICE**

## **SPECIFICATION: INMATE LAUNDRY SERVICE**

The County is seeking a cost effective and efficient laundry service option, which includes provision of onsite staff, inventory management, and oversight of the laundry process completed by inmates in the Winnebago County Jail.

### **BACKGROUND**

Currently, both inmates and Corrections staff do laundry, with 3 industrial washers and 3 industrial dryers onsite. Laundry supplies are currently sourced through Gordon Foods Service. Correctional staff supervise inmates during laundering, folding, and storing of uniforms, whites, and linens. We would like to alleviate Officers from laundry duty, allowing them to serve elsewhere in the facility.

The following is the current laundry schedule:

- Tuesday thru Saturday - appx. 8-hour shifts (day shift)
- Uniforms & Whites – Tuesday thru Friday
- Linen Exchange – Friday thru Saturday
  - Replace existing bedding (mattress covers and blankets) and laundering soiled linens for next exchange.

### **GENERAL REQUIREMENTS**

Proposer will be responsible for providing staff to oversee laundering services, including, but not limited to, oversight of inmate workers washing, drying, folding, sorting, and storing uniforms, whites, and linens; maintaining supply inventory; and general cleaning and maintenance of equipment and laundry areas. Proposal should include a plan to provide services per the schedule outlined above.

Segregate and report damaged uniforms, whites, and linens.

Clean and keep in good maintenance all County owned equipment, tools and/or supplies used in the process of Laundry Services.

Follow and enforce the following [Centers for Disease Control and Prevention](#) (CDC) recommendations:

- Launder items according to the manufacturer's instructions. Use the warmest appropriate water setting and dry items completely.
- Wear disposable gloves when handling dirty laundry from a person who is sick.
- Do not shake dirty laundry.
- Clean and disinfect clothes hampers/baskets/bags/carts, all hard surfaces, such as chairs/fixed seats, tables, door handles (if they exist), and, of course, the floor.
- Remove gloves, and wash hands right away.

Maintain laundry supply (detergent) inventory (make sure needed supplies are always in stock).

Proposer's staff will be subject to all applicable requirements outlined in "ONSITE STAFFING" specifications within this RFP.

### **OPTIONAL: VALUE-ADDED IDEAS:**

Managed laundry supply (detergent): accept full responsibility for inventory management  
Equipment upgrades (washers, dryers, job-aids, etc.)

## **END OF SPECIFICATION: INMATE LAUNDRY SERVICE**

## **SPECIFICATION: ON-SITE STAFFING**

Proposer should submit a staffing plan to meet all of the requirements as set forth in this solicitation to ensure the smooth and efficient operation of services to the inmates and detainees. Awarded Proposer may assign staff as necessary to ensure the safe, timely, and efficient delivery of services to the inmate and detainee population.

Inmate labor may be utilized. WCSO staff will NOT be utilized for services outlined in this RFP.

At Proposer's expense, a medical physical is required, no more than three (3) days prior to the first date of onsite staff members employment. Additional medical screenings may be requested, at Proposer's expense, to eliminate the possibility of transmitting a communicable virus.

Every shift lead supervisor/manager is obligated to check all workers, whether civilian or inmate workers, when they report for duty to ensure workers do not have colds, open sores, open cuts, runny noses etc. In the event a worker shows signs of flu, infectious virus etc., the worker will not be allowed to work.

The successful Proposer shall provide adequate employee coverage during all employee vacations, sick days, and other absences.

All staff and inmate workers must be trained in the use of equipment and pertinent safety procedures.

All training will be at the expense of the successful Proposer.

All professional staff must comply with applicable state and federal licensure, certification or regulation requirements and provide verification of current credentials to the Sheriff.

All new staff that have regular or daily inmate contact must receive security training during their first year of employment. Forty hours of training must be completed prior to being independently assigned to a particular job. At a minimum, this training must cover the following areas: security and safety procedures and regulations; emergency and fire procedures; supervision of inmates; suicide intervention/prevention; use of force; inmate rights; inmate rules and regulations; key control; interpersonal relations; communication skills; standards of conduct/ethics; cultural awareness; sexual abuse/ assault intervention; and code of ethics. This training will be at the cost of the successful Proposer and will not disrupt staffing for food preparation and service.

The successful Proposer shall ensure onsite staff has received appropriate training required under the Illinois Administrative Code County Jail Standards, PREA, and the American Correctional Association Performance-Based Standards for Adult Local Detention Facilities. Such training shall be at no cost to the Sheriff or County.

Written job descriptions and post orders to define specific duties and responsibilities for all assignments at each facility must be available at each site.

Prior to the start of work in the WCSO facilities and during onsite staff member's anniversary month, at Proposer's expense, awarded Proposer agrees to require onsite staff members pass a PPD AND DRUG TEST. A copy of the results will be kept on site in a personnel file. Random PPD and Drug Tests may also be required.

Hepatitis inoculations are required of all staff working in a detention facility. Awarded Proposer is responsible for cost associated with Hepatitis Inoculations, PPD and drug testing.

### **SECURITY**

At Proposer's expense, Proposer is responsible for ensuring onsite staff have been provided with appropriate security training and a copy of "**Working Within Secured Areas**" (see Appendix A).

The County shall have the sole discretion to determine security acceptability of all contract employees at any time during the contract period.

Inability of a person to work based upon that individual's background or security check or due to an individual's lack of cooperation in those checks does not excuse the selected Proposer from fully complying with staffing requirements.

Personnel found to be an unacceptable security risk in the sole judgment of the WCSO, will be denied access. Denial of access can be done without prior notice to the selected Proposer or the affected contract employee. History does not necessarily preclude someone from working in the Facilities. Once cleared through the background, personnel shall be required to wear (ID) badge while on site.

All contract personnel who will have any contact with inmates that will be allowed into secure areas shall be required to attend Facility orientation class.

**END OF SPECIFICATION: ON-SITE STAFFING**

## EVALUATION FACTORS AND CRITERIA

County shall conduct a comprehensive evaluation of all proposals. Proposals will be evaluated by RFP Evaluation Committee who shall review, evaluate, and verify information submitted by Proposer. Evaluation Committee shall evaluate the proposals in accordance with the Evaluation Criteria listed and the process outlined in this RFP.

Additions, deletions, or substitutions may not be made to proposals during oral presentation or demonstration, unless they may be viewed as a clarification(s). The County may request a BAFO and Proposal Clarification(s). Proposers whose proposals do not meet mandatory requirements set forth in this RFP will be considered non-compliant. Proposers may be disqualified and its proposal rejected.

All proposals will be evaluated and scored according to the following Evaluation Criteria. A proposal with a high score will be deemed of higher quality than a proposal with a lesser score. The final maximum score is one hundred (100) points with optional points of (up to 10) for Value Added Services. Value Added Services will only be scored if the service is of “Value” to the County.

<b>PHASE 1: Proposal and Attachments Evaluations</b>			
	<b>RFP Evaluation Criteria</b>	<b>Maximum Points</b>	<b>Proposer’s Score</b>
1	<b>Completeness of Response</b> <i>All instructions and format requirements followed? Standard contract included and all other requested information plus attachments; use of tabs markers, sample menus/pricing; use of unnecessary documents.</i>	10	
2	<b>Qualifications &amp; Experience</b>	20	
3	<b>Project Approach and Implementation</b>	25	
5	<b>Availability of Key Personnel</b>	5	
6	<b>Relevant Project Experience &amp; References</b>	15	
7	<b>Cost/Fee/Commission/Rate Proposal</b>	25	
8	<b>OPTIONAL: Value Added Service(s)</b> <i>Is it of value to the County?</i>	Up to 10	
<b>PHASE 1 Total</b>			
<b>PHASE 2: Interview Oral Presentations</b> <i>(is Optional – Numbers 9 and 10)</i>		<b>Maximum Points</b>	<b>Score Points</b>
9	<b>Oral Presentation, if requested</b>	10	
10	<b>Q &amp; A Responses, if requested</b>	5	
<b>PHASE 2 Total</b>			
<b>TOTAL PHASE 1 &amp; 2</b>			

If needed, the selection process MAY include interview oral presentations. An Interview list **may** be created to allow **ONLY** the top scoring firm(s) the opportunity to respond to questions from the Evaluation



Committee relevant to the submitted proposal(s) during the interview oral presentations to the Committee. The County, for even the top scoring proposal, may not request or require oral presentations. The Committee may select the single highest scoring proposal for award without the optional interview oral presentation step.

It is the intent of the County to conduct a fair and comprehensive evaluation of all proposals received. The contract for this RFP will be awarded to the Proposer who submitted a proposal that is most advantageous to the County.

The Committee will recommend an award, to the Sheriff and the Winnebago County Board, for the highest scoring proposal. The Winnebago County Board will make the final decision as to award of a contract/agreement.

**END OF EVALUATION FACTORS AND CRITERIA**

## RESPONSE INSTRUCTIONS

Proposers is solely responsible for the accuracy and completeness of its proposal. Proposals considered incomplete may be rejected without notification. Emphasis should be on completeness and clarity of content. Proposals should provide a straightforward, concise description of Proposer's ability to satisfy the requirements in this RFP. Proposer is responsible for all errors or omissions contained in its proposal.

Submission of a Proposal establishes a conclusive presumption that the Proposer is thoroughly familiar with the RFP specifications and terms, and the County's Purchasing Ordinance and that the Proposer understands and agrees to abide by each, and all of the stipulations and requirements contained therein.

All prices and notations must be typed or printed in ink. No erasures are permitted. Mistakes may be crossed out and the person(s) signing the Proposal must also initial corrections in ink.

All costs incurred in the preparation and presentations of the Proposal, as well as, any resulting contract, are the Proposer's sole responsibility; no such costs will be reimbursed to any Proposer. All documentation submitted with the Proposal will become the property of the County.

Proposals are subject to public disclosure after the **Proposal Due Date Deadline**, in accordance with State Law under the Freedom of Information Act (FOIA).

Each Proposer must provide all documentation required. Responses should follow the same sequence and structure as this RFP. A complete response for each section and specification shall be provided by Proposer. Some of the specifications will require explanation or documentation. The explanation shall be provided only for those items that request an explanation or documentation and shall be provided as part of the response. Any Exceptions to this RFP, where Proposer's response does not comply must be addressed and listed in **Appendix H - Exceptions & Deviations**.

Proposer may modify its submitted proposal by providing a written and signed request to the RFP contact specifying the modification(s), prior to the Proposal Due Date. County will not accept any modifications to Proposer's proposal after the Proposal Due Date except in connection with a requested clarification(s) or Best and Final Offer (BAFO). Proposer may withdraw its submitted proposal by providing a written and signed request to the RFP contact at any time prior to the Proposal Due Date.

Proposer shall provide County with the name and telephone number for Proposer's primary manager, employees, consultants, programming, and technical staff who will be involved in providing the requirements in this RFP.

In its response to this RFP, Proposer shall provide the name, phone number, and email for the Account Executive who will act as a single point of contact for all commissary service-related activities, inquiries, requests, and issues.

Hard copy proposal responses must follow the requirements below.

- ✓ Provide all information requested on standard 8 ½" 11" paper using 12 fonts.
- ✓ Do not include advertising materials or brochures.
- ✓ Submit one original, plus five copies of proposal, and one on a USB drive.
- ✓ Original must be identified as original and the copies identified as copies.
- ✓ Use of a binder with tabs to separate the Proposal sections.

Failure to follow the instructions in this RFP may, at the County's sole discretion, result in the rejection of Proposer's proposal.

Include a signed, SUSPENSION/DEBARMENT CERTIFICATION FORM (see **Appendix L**).

## REQUIRED PROPOSAL RESPONSE CONTENT

### Title Page

Show RFP number and title, proposing company name and address, and contact person's name, email, and telephone.

### Table of Contents

Include a table of contents listing the individual sections of the proposal and corresponding page numbers. Tabs should separate each Section. Pages must be numbered.

### Cover Letter

Must be signed by an authorized representative (individual authorized to bind, negotiate, and answer questions for the Proposer). Cover letter must include the following information: Name of the Proposer, Proposer's organizational company structure. The address of the Proposer's headquarters, address of any local office from which the services will be provided and Federal Tax Identification Number. **Proposer's**

### Qualifications and Experience

Proposer's response shall include a detailed summary that includes the following:

#### 1) Company Profile

#### 2) Experience

Describe service(s) experience and list the following:

- A. All contracts in last 5 years involving minimum ADP of 550
- B. Facility name, address, total dollar value of each contract
- C. Description of the services, ADP, period of performance
- D. Point of contact, telephone, email, and address

#### 3) Litigation and Settlement History

The Proposer is required to document their involvement in lawsuits over the past five years to include the total number, how many were dismissed, how many were settled and at what cost, and how many are still pending. See **Appendix J - References**.

#### 4) Current Client References

The Proposer shall submit references for services that the Proposer has provided under contract in the last five years similar to those specified herein, for each service for which a Proposal is submitted (references must be provided that are for facilities that had (at the time of your service) a rated capacity of 500-1000 beds). Include the facility name, ADP, address, and point of contact, title, telephone, and email for each reference. Ensure all references have given Proposer permission to be contacted by County staff. See **Appendix J - References**.

#### 5) Work Plan

The Proposer shall submit provide a proposed approach to satisfy the requirements as outlined in this RFP. As part of the work plan, the Proposer should address the following items:

- A. An understanding and acceptance of the RFP Requirements and Specifications.
- B. Exceptions to RFP conditions and/or requirements must be listed and reasons for the exceptions clearly defined with possible alternative solutions, if applicable use **Attachment 1 Exceptions & Deviations** to list exceptions. It is intended that any resultant contract awarded is expected to contain substantially the same terms and conditions set forth in this RFP.
- C. Scope of services, including any optional (as Value-added) offerings.
- D. A transition plan to include start-up time to implement all required services.
- E. Describe any subcontracting activities anticipates to perform required services.
- F. Back up plans
- G. Menus and pricing

#### 6) Financial Plan

Proposer must describe how a budget and billing will be handled and the expected terms.

**7) Sample Contract Agreement**

Submit samples of the Proposer's contract agreement(s) for each service to be provided.

**8) Financial Viability**

Must provide a certified audited financial statement that shows financial viability to provide the services at the level specified and assets sufficient to indemnify the County in the case of contractual default.

**PROPOSAL SUBMISSION**

Proposals must be submitted before the date and time indicated as the **Proposal Due Date Deadline**. It is each Proposer's responsibility to ensure that the submittal is received and timestamped prior to the

**Proposal Due Date Deadline.** This responsibility rests entirely with the Proposer, regardless of delays resulting from postal handling or for any other reasons. Proposals will be accepted during the normal course of business from 8:00AM to 5:00 PM local time, Monday through Friday, except for legal holidays, at the County's Purchasing Department. Proposals arriving after the stated **Proposal Due Date and Time Deadline** will not be accepted and shall be returned to the Proposer unopened. The Purchasing Department timestamp shall be the official time.

**Proposal Opening.** The opening of a Proposal does not constitute the County's acceptance of the Proposer as a responsive and/or responsible Proposer.

**Signature.** Proposers must sign, in ink, the **Proposal Form**, where indicated. Unsigned Proposals will not be considered. Each signature represents binding commitment upon the Proposer to provide the goods and/or services offered to the County, if the Proposer is determined to be the most responsive and responsible Proposer.

**Proposal Return Label.** Proposals must be enclosed in a sealed envelope, box, or package, and clearly marked on the outside with the **Proposal Return Label** secured to the lower left-hand corner.

## **ADDITIONAL AND/OR SPECIFIC RESPONSE INFORMATION REQUESTED:**

### **COMMISSARY**

- 1) Proposers are to submit details on the flow of the ordering process including but not limited to:
  - a) Ordering
  - b) Verification of Inmate's account balance
  - c) Delivery
  - d) Delivery receipts
  - e) Inmate movement within facilities procedure
  - f) Inmate release procedure - Orders are credited to the inmate's account
  - g) Transaction recording and any reports generated from these procedures
  - h) Delivery receipts, including the inmate's name and what was ordered
  - i) Out of stock items and/or partially filled orders
  - j) Inmate refusal process
  - k) Returns on undeliverable merchandise
- 2) Proposer shall provide information on how indigent inmates are tracked within the Proposer's system and any associated reporting. Proposer shall indicate if its proposed system can alert Facility staff of indigent status inmates.
- 3) Debit Calling Interface: The Proposer must describe in detail the capabilities of the proposed system to implement Debit Calling to interface with the current inmate telephone provider. The Proposer shall describe in detail how the process works which shall include at a minimum the ability to electronically send inmate funds to the inmate phone provider and to return any unused funds to be included in the inmate's release check or debit card.

### **INMATE BANKING SERVICES**

Proposer must include screenshots, see Appendix E.

### **FOOD**

1. Contingency Plan and Contingency List(s)  
Must provide a written plan and identify any potential off-site facilities and related required resources used in a contingency situation. In addition, a contingency list, noting any resources and services required that would alter your bid pricing, must be identified. (e.g., packaging, transportation, etc.)
2. Registered Dietitian Statement
3. 28-day Menu, Holiday Menu, 7-day Sack Meal Menu, and JDC Menus, etc.
4. Manuals: Proposer shall supply one (1) manual of therapeutic, religious, and special diets
5. Resumes and Staffing Plans
6. Resumes of the persons who will function a Dietician, District Manager and Food Services Manager
7. Include Proposed pricing to serve meals on holidays

### **TRAINING REQUIREMENTS**

Proposal shall include outline of training to WCSO staff, including but not limited to daily, weekly, and monthly: system tasks, system reporting, system reconciliation, train-the-trainer, etc.

## **END OF RESPONSE INSTRUCTIONS**

**PROPOSAL SIGNATURE FORM**

<b>Name of Proposer</b>			
<b>Contact Person</b>			
<b>Address</b>			
<b>City, State, ZIP</b>			
<b>Telephone</b>		<b>FEIN No.</b>	
<b>Email(s)</b>			

**TO: Winnebago County Purchasing Department**

The undersigned, being duly sworn, certifies they are an:

- OWNER/SOLE PROPRIETOR     
  MEMBER OF PARTNERSHIP     
  AN OFFICER OF CORPORATION     
  MEMBER OF JOINT VENTURE

Further, as the Proposer, declares that the only person or parties interested in this Proposal as principals are those named herein; that this Proposal is made without collusion with any other person, firm or corporation; that he/she has fully examined the proposed forms of agreement and the scope of services or work specifications for the above designated service, and all other documents referred to or mentioned in the solicitation documents, specifications and attached appendices, including Addenda.

**(Proposer, must list below any and all Addenda or your offer will be rejected, as non-responsive)**

**No(s): \_\_\_\_\_ and \_\_\_\_\_ and \_\_\_\_\_ issued thereto;**

Further, the undersigned certifies and warrants that he/she is duly authorized to execute this certification/affidavit on behalf of the Proposer and in accordance with the Partnership Agreement or By-laws of the Corporation, and the laws of the State of Illinois and that this Certification is binding upon the Proposer and is true and accurate. The Affiant deposes and says that he/she has examined and carefully prepared this Proposal and has checked the same in detail before submitting this Proposal, and that the statements contained herein are true and correct.

Further, the Proposer certifies that he/she has provided equipment; supplies or services comparable to the items specified in this solicitation to the parties listed in the Business Reference Form and authorizes the County to verify references of business and credit at its option. Finally, the Proposer, if awarded a contract, agrees to do all other things required by the solicitation documents, and that he/she will take in full payment therefore the sums set forth in any resulting contract award.

**SIGNATURE OF PROPOSER**

**SIGNATURE** \_\_\_\_\_

Name and Title of Signer \_\_\_\_\_

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2023

**AUTHORIZED PROPOSER NEGOTIATOR**

Name and Title \_\_\_\_\_

Phone and Email \_\_\_\_\_

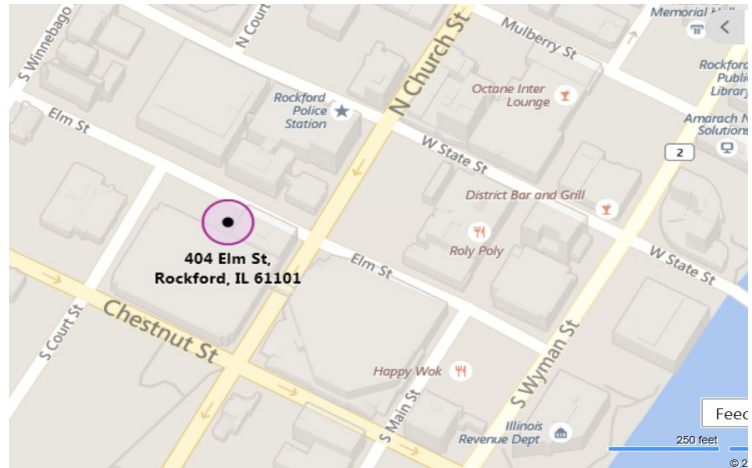
**END OF PROPOSAL SIGNATURE FORM**

# RETURN PROPOSAL LABEL



The County of Winnebago, Illinois will receive sealed Proposals at:

**WINNEBAGO COUNTY  
PURCHASING DEPARTMENT  
404 ELM STREET, ROOM 202  
ROCKFORD, ILLINOIS 61101**



All Proposals must be enclosed in sealed envelopes marked:

**“23P-2309 - INMATE COMMISSARY, BANKING, KITCHEN/FOOD, LAUNDRY SERVICES”**

ALL SUBMITTALS SHOULD BE LABELED ACCORDINGLY – PLEASE USE BELOW FOR YOUR CONVENIENCE



<b>PROPOSAL#</b> <b>23P-2309</b>	<b>WINNEBAGO COUNTY PURCHASING DEPARTMENT 404 ELM STREET, ROOM 202 ROCKFORD, ILLINOIS 61101</b>
<b>PURCHASING DEPARTMENT</b>	
<b>PROPOSAL NAME:</b> <b>INMATE COMMISSARY, BANKING, KITCHEN/FOOD, LAUNDRY SERVICES</b>	
<b>PROPOSAL DUE DATE/TIME:</b> <b>12/19/2023– 10:00 AM</b>	



**WINNEBAGO COUNTY SHERIFFS OFFICE  
WORKING WITHIN SECURED AREAS**

**Security**

The vendor shall, two (2) weeks prior to starting work, supply the completed name, birthdate, and social security number so the County can conduct a Criminal History and Background information check for all new vendor's employees and subcontractor employees who may be working at the jobsite for advance security reasons. The vendor will be required to perform all work in keeping with County security procedures while on the Facilities' grounds and shall be responsible for all personnel (including subcontractors) employed by their firm to ensure that Facilities' dress codes and overall policies are followed.

**Notice Warning**

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

**Contraband**

Law prohibits the import of contraband such as drug, narcotic drug, intoxicating liquor of any kind, deadly weapon, dangerous instrument, explosive or any other article whose use of or possession would endanger the safety, security, or preservation of order in a correctional facility or any person therein. (Any article includes any substance that could cause abnormal behavior, e.g., marijuana, nonprescription medication, etc.). County's security personnel may conduct searches of Proposer's personnel, equipment, tools, and supplies at any time.

All Proposer's personnel authorized to work within secured areas may be subject to fingerprinting and a criminal security check performed by the County. The County may issue temporary identification cards, which will be kept by County's security personnel and issued and collected on a daily basis.

The County may require the Proposer to remove any worker who has been convicted of a felony, who is a family member of an inmate, or who violates any provision of this Article.

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

All tools and equipment taken into a secured area shall be listed in a manifest with copies provided to County's security personnel. All tools and equipment shall be accounted for at the close of each day. All changes to the inventory shall be addressed by changing the manifest. Proposer is responsible for proper storage of tools and equipment when in a secured area. Report all broken tools and equipment to the County's security personnel

A designated area outside of the secured area will be arranged for parking of personal vehicles. Delivery trucks will be admitted to receiving areas only by the request of the Proposer, and may

be under the supervision of County's security personnel. Immediately load or unload trucks and remove from secured areas.

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

Within secured areas, the County will designate washing and toilet facilities for Proposer's use. All individuals who are assigned to delivery, work at, and/or food service at the JDC by the Proposer must complete a CANTS check with the Illinois Department of Children and Family Services. No person who is under the age of 21; with a prior finding of abuse or neglect; who is currently on adult probation; or who is currently on Adult Parole; may be assigned to the Detention Center.

While on County premises, Proposer's staff must comply with all policies, procedures, rules, and regulations, directives, and bulletins of the Facility. Proposer's staff and all private vehicles, when located on the grounds of the Facility, will be subject to search consistent with the published policies and procedures. Persons may be searched and require to clear metal detection devices. Packages, briefcases, purses, and other containers will be searched and/or scanned x-ray equipment. Drug K-9's may also be used to search persons, vehicles, packages, and equipment. Drivers must turn off vehicle motors and lock cab doors whenever the vehicle is unattended. Vehicles may be searched prior to entry and exit, causing up to a 30-minute delay each way.

Proposer's staff will be required to use designated exits and entries into the Facility, sign in and out, and display identification badges as deemed necessary by County while on premises.

Use of cameras and recording devices by Proposer's personnel is restricted. Such use must be approved on a case-by-case basis.

Proposer's employees, agents, and representatives shall minimize interaction with inmates and shall report any verbal contact with inmates to Facility security staff before leaving the site. Proposer's employees must not have any social contact with inmates or inmate's families, failure to comply is grounds for permanent dismissal from the facility.

Proposer's employees may not bring visitors into the Facility. Attempts to do so are grounds for dismissal of the employee.

Tobacco products are prohibited throughout all indoor and outdoor areas of property owned, leased, loaned or under the control of County, including parking lots owned or under the control of County.

WINNEBAGO COUNTY JAIL  
 COMMISSARY SALES HISTORY SAMPLE

	<u>Commissary</u>		
		<u>Revenue</u>	<u>Commissions</u>
<b>Total (11/22-11/23)</b>		\$ 916,557	\$ 389,465
1-Nov		\$ 61,789	\$ 26,196
Dec-22		\$ 62,236	\$ 26,497
Jan-23		\$ 75,331	\$ 31,678
1-Feb		\$ 73,937	\$ 31,329
Mar-23		\$ 75,983	\$ 32,807
Apr-23		\$ 75,740	\$ 32,689
May-23		\$ 91,005	\$ 38,491
Jun-23		\$ 74,163	\$ 31,468
Jul-23		\$ 96,268	\$ 40,831
Aug-23		\$ 72,322	\$ 30,650
Sep-23		\$ 68,827	\$ 29,131
Oct-23		\$ 88,978	\$ 37,722
		<b>\$ 1,833,136</b>	<b>\$ 778,954</b>

# Winnebago County Commissary Menu



Prices do not include tax

Healthy & Beauty		
PLU	Item	Price
-	BABY POWDER 4Z	\$1.59
1001	COLD RELIEF 2PK	\$0.50
1003	COMB NO HANDLE 1.15Z	\$0.19
1007	DENTURE CREAM 2.4Z	\$4.99
1011	EYE DROPS	\$2.99
1017	HYDROCORTISONE CREAM .5Z	\$2.79
1018	IBUPROFEN 2PK	\$0.49
1021	PETROLEUM JELLY 4Z	\$2.15
1026	BRUSHLESS SHAVE CREAM	\$2.39
1027	IRISH SPRING 3.2Z	\$2.29
1042	ANTIFUNGAL CREAM .5	\$2.79
1043	DAILY VITAMIN 100 CT	\$5.49
1046	BODYWASH 12Z	\$2.99
1048	SULFUR 8 COND 2Z	\$7.99
1049	SULFUR 8 SHAMPOO 7.5Z	\$5.99
1051	ALCOHOL FREE MOUTHWASH 4Z	\$0.99
1052	ALL IN ONE WASH 4Z	\$1.25
1059	FOOT POWDER 4Z	\$1.49
1092	ASPIRIN	\$0.49
1110	CLEAR CONDITIONER 4Z	\$1.25
1113	COCOA BUTTER LOTION 4Z	\$1.25
1114	LOTION 4Z	\$1.25
1117	VOS SHAMPOO	\$3.49
1127	FRESHMINT TOOTHPASTE 2.75Z	\$1.09
1172	HAIR TIE SINGLE	\$0.19
1179	THUMB TOOTHBRUSH	\$0.35
1190	VASELINE INTENSIVE CARE	\$11.49
1225	MURRAY'S HAIR CARE	\$5.99
1255	DIAL GOLD SOAP 3.5	\$1.99
1262	COCOA BUTTER STICK 1.6Z	\$3.29
1284	DENTURE CLEANSER TAB	\$2.69
1302	DEGREE EXTREME BLST DEOD	\$4.49
1307	SECRET POWDER FRESH 1.7Z	\$4.29
1316	ASSORTED FRUIT TUMS	\$6.49
1329	HEMORRHOID OINTMENT	\$2.79
1375	BERGAMOT COND 4Z	\$2.49
1376	VOS XBODY SHAMPOO 12.5	\$2.99
1377	VOS XBODY CONDITIONER 12.5Z	\$3.49
1378	CLEAR ZIT CREAM	\$3.49
1407	CHAP ICE LIP BALM .15	\$1.39
1465	SHAMPOO/BW 4Z FRESHSCENT	\$1.25
1467	SOAP DISH	\$0.75
1514	INDIGENT WELFARE KIT	\$1.20
1516	SUPER STYLING GEL	\$2.99
1658	COLGATE 4 OZ	\$4.50
1689	SINUS PAIN RELIEF	\$0.49
1696	PALM BRUSH	\$1.99
1697	VOS MENS ENERGY 3-1	\$3.99

Beverages		
PLU	Item	Price
3003	CREAMER 10 CT	\$0.99
3013	SUGAR 10 CT	\$0.99
3046	CAPPUCCINO VANILLA	\$0.69
3060	BOSTON BEST FRENCH VAN 3Z	\$5.29
3089	MOCHA CAPPUCCINO .81oz	\$0.69
3195	OTG RASP LEMONADE IND CRYSTAL LIGHT	\$0.79
3221	SWISS MISS COCOA .73oz	\$0.69
3257	10 PK SUGAR SUBSTITUTE	\$0.99
3260	COFFEE PREMIUM 3Z MAXIMA 3.5	\$5.99
3280	TAGLESS TEA BAGS 10CT	\$0.49
3299	FOLGERS INSTANT COFFEE 4.0Z	\$8.99
3322	CAFE BUSTELO 5.5	\$7.99
3340	CREAMER CUP FRNCH VANILLA	\$0.19
3409	SF GRAPE IND COOL OFF	\$0.40
3562	SUNKIST GRAPE 6PK .93oz	\$3.19

Grocery		
PLU	Item	Price
3802	BBQ SAUCE PKT .5Z 0.50Z	\$0.19
3805	TOP THAT CHEDDAR CHS 1.25	\$0.99
3806	TOP THAT JALAPENO CHS	\$0.99
3825	NACHO CHEESE DIP 3.0Z	\$2.99
3926	MACKEREL CHICKEN OF THE SEA 3.53	\$2.19
3942	CLIF CHOCOLATE MINT 2.4	\$2.49
4008	GRAPE JELLY SQZR 1Z 1.2oz	\$0.69
4011	PEANUT BUTTER SQZR 1Z 1.2oz	\$0.89
4012	MEDIUM PICANTE SAUCE .5Z .5oz	\$0.19
4029	REFRIED BEANS HOMETOWN 8Z 2oz	\$2.49
4048	VISTA SALTINES BOX 16oz	\$4.09
4049	OAATMEAL VAR BOX	\$5.99
4093	MOZZ CHS STICK 4Z 4oz	\$3.39
4095	JALAPENO CHS STK 4oz	\$3.39
4107	REF BEANS W/ JALA 4Z HOMETOWN	\$2.29
4111	WHITE RICE 7Z INST 7oz	\$2.09
4125	HOT SAUCE PKT 0.5oz	\$0.25
4143	SARDINES HOT SAUCE GEISHA 3.53	\$1.99
4164	TITOS JALAPENO SLICES	\$0.89
4166	MUSTARD PC 4.6oz	\$0.19
4167	SEASONED SALT 5.25Z	\$1.79
4193	RANCH DRESSING 1.5Z	\$0.89
4207	KETCHUP PC 4.6oz	\$0.19
4256	JACK LINKS JERKY NUGGETS TERIYAKI	\$3.49
4262	MILD SALSA CUP 3Z	\$1.89
4292	HOMETOWN BEEF SSG 5oz	\$3.49
4298	HOMETOWN JALA SSG 5oz	\$3.49
4320	TORTILLAS 10CT 17oz	\$3.29
4321	TORTILLAS 8CT CHI-CHI	\$5.09
4359	GEISHA TUNA 3.5Z	\$2.69
4375	PEPPERONI HOT HORMEL 3.5oz	\$4.69
4376	MARINARA CUPS HEINZ 2oz	\$1.11
4453	SALMON LEMON PEPPER COFTS	\$4.09
4455	MAYO PKT 9GM	\$0.19
4475	SLIM JIM GIANT 0.97oz	\$2.39
4476	CASCABELLA PEPPERS	\$0.89
4482	HABANERO CHS SQZR 1Z 1.25	\$1.09
4552	VAN HOLTEN HOT DILL PICKLE 5oz	\$1.69

Salty Snacks		
PLU	Item	Price
6001	CHEETOS CRUNCHY 0.2oz	\$1.39
6002	CHEETOS FLAMIN HOT 2oz	\$1.39
6003	CHEEZ ITS 1.5Z	\$1.29
6008	DORITOS COOL RANCH 1.75	\$1.39
6009	DORITOS NACHO 1.75Z	\$1.39
6012	LAYS BBQ CHIPS 1.05	\$1.39
6015	HOT PORK RINDS 0.815	\$1.39
6021	CHEETOS JALAPENO	\$1.39
6031	FRITOS CHILI CHEESE 2.6Z	\$1.39
6032	SNACK CRACKERS	\$3.69
6038	SMARTFOOD WHITE CHED POPCORN 1oz	\$1.29
6072	PLANTERS SALTED PEANUTS 2oz	\$0.99
6207	HOT&SPICY CORN CHIPS 10Z	\$4.29
6274	KARS YOGURT APPLE NUT MIX 1.5	\$1.59
6324	FRITOLAY TOSTITOS ROUNDS 3oz	\$1.69

Bakery		
PLU	Item	Price
5002	DUPLEX COOKIES 5Z	\$1.39
5006	DONUT STICKS	\$2.29
5008	FRESHLEYS HONEY BUN ICED 6Z	\$2.29
5012	STRAWBERRY POPTARTS 2PK	\$1.99
5025	BIG TEXAS CINN ROLL	\$2.29
5056	LIL DUTCH MAID PB SANDWICH COOKIES 5Z	\$1.39
5064	CHERRY CHEESE DANISH	\$2.29

General Merchandise		
PLU	Item	Price
7000	9X12 MANILLA ENVELOPE	0.36
7003	WORD SEARCH BOOK	1.99
7009	FLEX PEN BLUE	0.79
7010	PLAYING CARDS	4.99
7016	TUMBLER W/ LID	0.89
7019	ENVELOPE PLAIN #10	0.09
7023	WEBSTERS DICTIONARY	1.99
7026	CHESS SET	9.99
7027	SUDOKU BOOK	1.99
7033	CROSSWORD PUZZLE BOOK	1.99
7041	READ GLASSES 2.50	4.99
7045	EAR PLUGS PAIR	1.5
7048	DOMINOES	\$3.89
7049	CARD BDAY	\$1.69
7054	CARD LOVE	\$1.69
7055	CARD KID BDAY	\$1.69
7057	CARD MISS YOU	\$1.69
7068	WASH CLOTH	\$0.59
7142	LARGE BOWL W/ LID	\$1.25
7320	EARBUDS W MICROPHONE	\$6.99
7398	WHITE 8.5 X 11 WRITING PAD	\$1.95

Postage		
PLU	Item	Price
2001	STAMPED ENVELOPE	0.72
2005	STAMP SINGLE	0.60

Clothing		
PLU	Item	Price
8000	BOXERS 2XL	4.29
8001	BOXERS 3XL	3.99
8002	BOXERS 4XL	3.99
8003	BOXERS LG	4.19
8004	BOXERS MED	4.19
8005	BOXERS SM	4.19
8006	BOXERS XL	4.19
8007	BRA SPORTS 34 A B	5.99
8008	BRA SPORTS 36 ABC	6.99
8009	BRA SPORTS 38 A B	6.99
8010	BRA SPORTS 40 BCD	7.99
8016	PANTIES LADIES 11	3.99
8019	PANTIES LADIES 5	3.19
8020	PANTIES LADIES 7	3.19
8022	PANTIES LADIES 9	3.19
8042	T SHIRT 3XL	3.99
8043	T SHIRT 4XL	5.99
8046	T SHIRT SM	4.19
8048	T SHIRT 2XL	4.69
8049	THML BOTTOM MED	6.29
8050	THML BOTTOM LARGE	6.29
8051	THML BOTTOM XL	6.29
8052	THML BOTTOM 2XL	7.99
8053	THML BOTTOM 3XL	7.99
8054	THML BOTTOM 4XL	7.99
8055	THML TOP MED	6.29
8056	THML TOP LARGE	6.29
8057	THML TOP XL	6.29
8058	THML TOP 2XL	7.99
8059	THML TOP 3XL	7.99
8060	THML TOP 4XL	7.99
8061	THML TOP SMALL	6.29
8062	THML TOP 6XL	10.99
8079	T SHIRT 5XL	8.59
8080	T SHIRT 6XL	8.59
8085	THML BOTTOM SM	6.29
8099	THML BOTTOMS 6XL	10.99
8104	PANTIES LADIES 13	3.99
8156	CREW SOCKS	2.99
8181	BRA SPORTS 32 A B	5.99



**WINNEBAGO COUNTY JAIL****COMMISSARY KITS**

Current (2023) **Indigent Kits** include items, such as:

<b>Week 1</b>	<b>QTY</b>
5 INCH BLACK COMB	1
DRY POSTAGE STAMPED ENVELOPE	1
FLEX PEN BLUE	1
THUMBPRINT TOOTHBRUSH	1
YELLOW LEGAL PAPER	3
DAWNMIST SHAMPOO/ BODYWASH PACKET .34 OZ	1
DAWNMIST CLEAR GEL TOOTHPASTE .85 OZ	1
<b>Week 2</b>	
YELLOW LEGAL PAPER	3
DAWNMIST SHAMPOO/ BODYWASH PACKET .34 OZ	1
DAWNMIST CLEAR GEL TOOTHPASTE .85 OZ	1
DRY POSTAGE STAMPED ENVELOPE	1
<b>Week 3</b>	
YELLOW LEGAL PAPER	3
DAWNMIST SHAMPOO/ BODYWASH PACKET .34 OZ	1
DAWNMIST CLEAR GEL TOOTHPASTE .85 OZ	1
DRY POSTAGE STAMPED ENVELOPE	1
<b>Week 4</b>	
YELLOW LEGAL PAPER	3
DAWNMIST SHAMPOO/ BODYWASH PACKET .34 OZ	1
DAWNMIST CLEAR GEL TOOTHPASTE .85 OZ	1
DRY POSTAGE STAMPED ENVELOPE	1

**WINNEBAGO COUNTY JAIL**

Current **Admission Kits** include items, such as:

- ✓ All-In-One Shampoo
- ✓ Toothpaste
- ✓ Comb
- ✓ Toothbrush (shorty)
- ✓ Plastic Cup
- ✓ Small Bar Soap

**WINNEBAGO COUNTY JAIL**  
**RESIDENT/INMATE BANKING AND SOFTWARE**  
SAMPLE KIOSK SCREEN SHOTS

Proposer shall provide screen-shots in its response to this RFP of the below features:

1. General ledger with automatic dual accounting posting
2. General ledger reporting for all accounts
3. Date-specific reports for all accounts
4. Trial balance (to be run at any time)
5. Fiscal year maintenance with End of Month (EOM) reporting
6. Checkbook reconciliation (with multiple checkbooks)
7. Inmate receivables module (including reports)
8. Automatic check writing
9. Accounts receivable module with receivable invoicing
10. Multiple releases (group of inmates on same check and applicable report)
11. Release invoice (window envelope)
12. Indigent module (up to 4 types of kits per inmate with configurable settings)
13. Collection of debt (by priority)
14. Constant balance with general ledger
15. Reporting for current balance and historical balancing (user-defined criteria)
16. Reporting on all purchases (orders placed, rejected, available products, etc.)
17. Reporting on inmate accounts (inclusive admin or specified restrictions)
18. Account summaries (per Inmate or Facility)
19. Transaction history
20. Automatic escheating/reclamation of checks
21. Account closing (facility defined balance)
22. Inactive maintenance (reporting and reclamation of funds)
23. Inmate intake and release logs and reporting
24. Multiple profit accounts
25. Facility & user log reports
26. Automated group charges (customized criteria)
27. Classification of inmates
28. Utilization of PINs and reports (designated by Facility)
29. Utilization of an Inmate ID, booking number and reports (designated by Facility)
30. Stored signatures
31. Transfer of funds (based on user's access level)
32. Deductions for automatic collections
33. Inclusion of address and contact information (for post-release)
34. Category reporting

COUNTY OF WINNEBAGO, ILLINOIS  
REQUEST FOR PROPOSALS  
APPENDIX A  
BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“BA Agreement”) is effective as of [INSERT DATE] (“effective date”) by and between the County of Winnebago, Illinois (“County”) and [INSERT NAME OF VENDOR] (“Vendor”). County and Vendor are each a “Party” and are referred to collectively as the “Parties.” The term “Sheriff” refers to the Winnebago County Sheriff. The term “County” used throughout this Agreement includes “Sheriff”, but the term “Sheriff” does not include “County.” Parties have entered into a Contract (“Contract”) under which Vendor transmits and maintains Protected Health Information (“PHI”) as that term is defined in the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) on behalf of County, as well as Personal Information (“PI”) as that term is defined in the Illinois Personal Information Protection Act. Specifically, pursuant to the Contract, Vendor provides inmate commissary services that include, in pertinent part, computer software and equipment that permits inmates to make medical appointments and to order commissary items *via* a kiosk.

Parties shall comply with the Standards for Privacy of Individually Identifiable Health Information (the “Privacy Rule”) and the Standards for Security for Electronic Protected Health Information (the “Security Rule”) under HIPAA. Parties shall also comply with the Illinois Personal Information Protection Act (815 ILCS 530/ *et seq.*). This BA Agreement sets forth the terms and conditions pursuant to which PHI and PI will be handled between the Parties. Parties agree as follows:

**I. DEFINITIONS**

- A. “Business Associate” shall have the same meaning as the term “business associate” at 45 CFR §160.103, and in reference to the party to this agreement, shall mean Vendor.
- B. “Breach” in reference to PHI shall have the same meaning as the term “breach” set out in 45 CFR § 164.402. “Breach” in reference to PI, with the exception of PHI, shall have the same meaning as the term “breach” set forth in 815 ILCS 530/5.
- C. “CFR” means the Code of Federal Regulations. A reference to a CFR section means that section as amended from time to time; provided that if future amendments change the designation of a section referred to herein, or transfer a substantive regulatory provision referred to herein to a different section, the section references herein shall be deemed to be amended accordingly.
- D. “Compliance Date(s)” shall mean the date(s) established by the Secretary of the United States Congress as the effective date(s) of applicability and enforceability of the Privacy Rule, Security Rule and HITECH standards.
- E. “Contract” shall mean the agreement between County and Vendor.
- F. “Covered Entity” shall generally have the same meaning as the term “covered entity” at 45 CFR § 160.103 and in reference to the party to this agreement, shall mean County.
- G. “Electronic Protected Health Information” (ePHI) shall have the same meaning as the term “electronic protected health information” in 45 CFR §160.103, limited to the information received from, maintained by, or created on behalf of County by Vendor.



- H. "HITECH Standards" shall mean the privacy, security and security breach notification provisions applicable to a Business Associate under Subtitle D of the Health Information Technology for Education and Clinical Health Act, which is Title XIII of the American Recovery and Reinvestment Act of 2009, and any regulations promulgated thereunder.
- I. "Individual" shall have the same meaning as the term "individual" in 45 CFR § 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).
- J. "Inmate-Patient" shall mean an individual who is incarcerated/was incarcerated at the Winnebago County Jail and who utilizes/utilized a kiosk provided and maintained by Vendor to make medical appointments or otherwise transmits/transmitted his/her medical information *via* a kiosk so provided and maintained.
- K. "Personal Information" shall have the same meaning as the term "personal information" in 815 ILCS 530/5, and, when combined with an individual's first name/first initial and last name, includes, but is not limited to the following: medical information, driver's license number, account number or credit/debit card number.
- L. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR parts 160 and 164, subparts A and E.
- M. "Protected Health Information" (PHI) shall have the same meaning as the term "protected health information" in 45 CFR §160.103, limited to the information received from or created on behalf of Covered Entity by Business Associate.
- N. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR §164.103.
- O. "Security Incident" shall have the same meaning as the term "security incident" in 45 CFR § 164.304.
- P. "Security Rule" shall mean the Standards for Protection of Electronic Protected Health Information at 45 CFR parts 160 and 164, subparts A and C.

Terms used, but not otherwise defined, shall have the same meaning as those terms in the Privacy Rule, Security Rule and HITECH standards.

## II. PERMITTED USES AND DISCLOSURES

- A. Services. Vendor may use PHI as necessary to perform its obligations under the Contract, but it may only disclose PHI: 1) to the Sheriff, for purposes of facilitating the provision of medical care to an inmate-patient, or for the safety and security of the jail inmates or personnel, and/or for any other lawful purpose; 2) to any of the Sheriff's designees, agents or contractors for any lawful purpose, but only upon request of the Sheriff; 3) to the State's Attorney of Winnebago County or his designee for prosecutorial purposes, legal compliance purposes, legal review of a response to a Freedom of Information Act request, or for any other lawful purpose; 4) to the County, to the extent that such disclosure is necessary to fulfill Vendor's obligations under the contract, but only

upon notification to the Sheriff; 5) to the provider of medical services in the Winnebago County Jail, and any of its employees, designees, agents or contractors, for purposes of facilitating the provision of medical care to an inmate, or for any other lawful purpose; 6) to the inmate-patient, upon written request for his/her own medical records to the extent permitted by Illinois law; 7) to an outside medical provider, the patient's attorney, personal representative, or opposing counsel in civil litigation involving the inmate-patient, when the inmate-patient has executed a signed written consent authorizing the release of such information, or if required by law; 8) in response to a court order, or other compulsory process compelling disclosure, or where disclosure is otherwise required by law; 9) in response to a discovery request in the event of pending litigation, but, in the absence of a signed written authorization by the inmate-patient, only upon entry of a protective order compelling the disclosure and prohibiting the parties to the litigation from further disclosure or, if so otherwise ordered by the court; 10) to any subcontractor, but only when the subcontractor's services are necessary for and restricted to the proper management and administration of Vendor or are necessary to fulfill any present or future legal responsibilities of Vendor; 11) to the Secretary of the United States Department of Health & Human Services, or any other federal agency, upon request, provided that the purpose of the request is to determine compliance with HIPAA or another federal law; 12) to the Illinois Department of Corrections or the Attorney General of the State of Illinois, provided that the request is for compliance purposes, investigatory purposes, custodial medical-treatment purposes, or as otherwise required by law; 13) to the appropriate federal or state authority to report violations of the law, consistent with 45 CFR § 164.502(j)(1); and 14) as otherwise required by the Privacy or Security Rule. Vendor may not use or disclose PHI in a manner that would violate the requirements of the Privacy or Security Rule, or any other applicable law, if done by a Covered Entity.

- B. Services. Vendor may use PI as necessary to perform its obligations under the Contract, and it may disclose PI, but only as provided in Section II(A) of this BA Agreement. Vendor may not use or disclose PI in a manner that would violate the requirements of the Privacy or Security Rule, or any other applicable law, if done by a Covered Entity.
- C. Business Activities of Vendor. Unless otherwise limited herein or by the Contract, Vendor may:
1. Use the PHI/PI in its possession for its proper management and administration and to fulfill any present or future legal responsibilities of Vendor provided that such uses are not prohibited under either state and federal confidentiality laws and are within the scope of the permissible disclosures specified in Section II (A) of this BA Agreement.
  2. Disclose the PHI/PI in its possession to agents or subcontractors for the purpose of its proper management and administration or to fulfill any present or future legal responsibilities of Vendor, provided that: a) the Vendor and Agent/Subcontractor do not exceed the scope of permissible disclosures specified in Section II (A) of this BA Agreement; and b) the Agent/Subcontractor agrees in writing to the restrictions and conditions concerning uses and disclosures of PHI/PI contained in this BA Agreement and agrees to implement and adhere to reasonable and appropriate safeguards to protect any electronic PHI/PI that it creates, receives, maintains or transmits on behalf of Vendor or, through Vendor, the County; c) Vendor shall, within thirty (30) days of execution of a subcontract relating to this BA Agreement or the Contract, notify County and Sheriff of the subcontract; and d) the Subcontractor/Agent agrees in writing to notify the Vendor, Sheriff and County of any instances of a breach or unauthorized disclosure within two (2) business days following the first day on which such breach or unauthorized disclosure is known to the third party, or, in the exercise of reasonable diligence, should have been known to third party. The

written agreement between Vendor and Subcontractor/Agent shall include a notification requirement by third party to Vendor, Sheriff and County that shall mirror that set forth in Section III (A)(6)(i)&(ii) and Section V(c) of this BA Agreement.

### III. RESPONSIBILITIES OF THE PARTIES

A. Responsibilities of Vendor. With regard to use and/or disclosure of PHI/PI, Vendor shall:

1. Not use or disclose PHI/PI other than as permitted or required by this BA Agreement, the Contract, or as required by law.
2. Use appropriate safeguards to prevent the use or disclosure of PHI/PI other than as provided by the Contract, or this BA Agreement, by implementing and adhering to administrative, physical, and technical protocols that reasonably protect the confidentiality, integrity and availability of the electronic PHI/PI that it creates, maintains, receives, or transmits on behalf of County.
3. Take reasonable steps, including providing adequate training to its employees, to ensure compliance with this BA Agreement and to ensure that the actions or omissions of its employees or agents do not cause Vendor to breach the terms of this BA Agreement.
4. Comply with the Privacy Rule and the Security Rule with respect to electronic PHI.
5. Document any disclosures of PHI/PI made by it to account for such disclosures and make available to County and Sheriff information concerning such disclosures, including, but not limited to: 1) the date of disclosure of PHI/PI; 2) the name of the entity or person who received the PHI/PI; 3) a brief description of the PHI/PI disclosed; and 4) a brief statement of the purpose of the disclosure which includes the basis for such disclosure. Vendor shall furnish to County and Sheriff the information contained in this subsection within ten (10) business days of a written request by County or Sheriff, to permit County and/or Sheriff to make an accounting of disclosures if so required under state or federal law.
6. Give immediate Notice to County and Sheriff concerning: 1) any use or disclosure of PHI/PI not provided for by this BA Agreement, or the Contract and 2) any security incident, including breaches of unsecured PHI, as required at 45 CFR § 164.410 and breaches of PI, as required by 815 ILCS 530/10(b).
  - i) The Notice by Vendor to County and Sheriff shall be made in the manner specified in Section V(c) of this BA Agreement, and shall be made within two (2) business days following the first day on which such breach or unauthorized disclosure is known to the Vendor, or, in the exercise of reasonable diligence, should have been known to Vendor.
  - ii) The Notice must include, at a minimum: 1) the date or approximate date of the breach or unauthorized disclosure and the nature of the breach or unauthorized disclosure and 2) an explanation as to what steps, if any, Vendor has taken or plans to take relating to the breach or unauthorized disclosure.
7. Vendor shall cooperate with the Sheriff and County in all matters relating to the breach or unauthorized disclosure, including, but not limited to, promptly making efforts to ascertain the identities of any individuals who have been impacted by the breach or unauthorized disclosure and

providing the names of such individuals to the Sheriff and County. Vendor shall reimburse County for any costs incurred by it in complying with requirements under state or federal law that are imposed as a result of a breach or unauthorized disclosure committed by Vendor.

8. In accordance with 45 CFR §§ 164.50e(1)(ii) and 164.308(b)(2), ensure that any subcontractors of Vendor agree to the restrictions, conditions and requirements that apply to Vendor with respect to PHI; and, as to PI, agree to the restrictions, conditions and requirements that apply to Vendor under state or federal law.
  9. To the extent Vendor is to carry out one or more of the County's obligations under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the County in the performance of such obligations.
  10. Upon request, provide County with a copy of its most recent independent HIPAA compliance report or other mutually agreed upon independent-standards based third party audit report. County agrees not to re-disclose Vendor's audit report, unless required by law to do so.
  11. Upon request from the Secretary of the United States Department of Health and Human Services, make its internal practices, books and records relating to the use and disclosure of PHI available to the Secretary of the United States Department of Health and Human Services for purposes of determining compliance with HIPAA.
  12. Upon request from the Attorney General of the State of Illinois or any other law enforcement or prosecutorial agency, cooperate with any criminal investigation concerning a data security breach or unauthorized disclosure of PHI/PI.
  13. Comply with the minimum necessary requirements under HIPAA and the Illinois Personal Information Protection Act.
- B. Responsibilities of County. With regard to the use and/or disclosure of PHI/PI by Vendor, County shall:
1. Inform Vendor of changes in, or revocation of, an individual's permission to use or disclose PHI/PI, if such limitation may affect Vendor's use or disclosure of PHI/PI.
  2. Notify Vendor in writing of any restriction on the use or disclosure of PHI that County has agreed to or is required to abide by under 45 CFR § 164.522, if such restriction impacts the use or disclosure of PHI by Vendor.
  3. Refrain from requesting Vendor to use or disclose PHI/PI in any manner that would not be permissible under the Privacy and Security Rules or any other state or federal law if done by the County.
  4. Comply with the minimum necessary requirements under HIPAA and the Illinois Personal Information Protection Act.
  5. Upon receiving Notice from Vendor under Section III(A)(6)(i)&(ii), make any notifications required under 815 ILCS 530/10 within the most expedient time possible thereafter, and without undue delay, unless the Sheriff determines that the notification will interfere with a criminal

investigation: in which case, notification shall be given as soon as the Sheriff determines that notification will no longer interfere with the investigation.

- C. No Sale of PHI. Vendor shall not directly or indirectly receive remuneration from a third party in exchange for PHI/PI.
- D. Data ownership. Vendor's data stewardship does not confer data ownership rights on Vendor with respect to any data shared with it under the Contract, including any and all forms thereof. All data received from, maintained by, or created on behalf of County that is stored in Vendor's system is the exclusive property of County.

#### IV. TERM AND TERMINATION

- A. Term. The term of this BA Agreement shall commence on the Effective Date of the Contract and continue until the end date of the Contract at which time this BA Agreement shall also terminate. In the event the Contract is terminated by the County prior to the Contract's agreed-upon end date, this BA Agreement shall cease as of the termination date of the Contract.
- B. Obligations of the Parties Upon Termination of the BA Agreement. The parties shall continue to comply with state and federal medical privacy laws in regard to PHI/PI.

#### V. MISCELLANEOUS

- A. Amendments; Waiver. This BA Agreement may not be modified except in writing signed by the Parties. A waiver with respect to one event shall not be construed as a bar to or waiver of any subsequent events. The Parties will take such action as to amend this BA Agreement from time to time as necessary for compliance with the requirements of HIPAA and any other applicable law.
- B. Third-Party Beneficiaries. Nothing express or implied in this BA Agreement is intended to confer any rights, remedies, obligations, or liabilities to any third party to this BA Agreement.
- C. Notices. Any and all notices required under this BA Agreement shall be in writing and made in two forms: 1) by written notification *via* United States Mail, proper postage prepaid, in an envelope addressed to the respective addresses given below; and also 2) by emailing written notification to the respective email addresses given below.

If to County, to:  
[Insert County's contact info.  
Including address & email contact]  
and  
If to Sheriff, to:  
[Insert Sheriff's address & email]

If to Vendor, to:  
[Insert address & email]

- D. Counterparts. This BA Agreement may be executed in any number of counterparts, each of which shall be deemed an original.

- E. Changes in Law. The Parties acknowledge this BA Agreement is subject to applicable state, local and federal laws, which may be amended or subject to new legislation. Any laws that invalidate or are inconsistent with the material terms and conditions of this BA Agreement or that would cause one or both of the Parties to be in violation of the law, shall be deemed to have superseded the terms of this BA Agreement; in such event, the Parties will use their best efforts to modify the BA Agreement to be consistent with such laws.
  
- F. Construction of Terms and Interpretation. The terms of this BA Agreement shall be construed in light of any applicable interpretation or guidance on HIPAA and/or the Privacy Rule issued by the Department of Health & Human Services or the Office for Civil Rights from time to time. Ambiguity in this BA Agreement shall be interpreted to permit compliance with HIPAA.
  
- G. Contradictory Terms. Any provision of the Contract that is directly contradictory to one or more terms of this BA Agreement (“Contradictory Term”) shall be superseded by the terms of this BA Agreement for the purpose of the Parties’ compliance with HIPAA and the Illinois Personal Information Protection Act and to the extent that it is reasonably impossible to comply with both the Contradictory Term and the terms of this BA Agreement.
  
- H. Contract terms. Issues that may arise between the parties that are not expressly addressed herein, such as venue and indemnity, and all other applicable terms and conditions, shall be governed by the Contract.

SIGNATURE PAGE

COUNTY OF WINNEBAGO, ILLINOIS

[VENDOR]

By: \_\_\_\_\_

By: \_\_\_\_\_

NAME: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

**RESPONSE PRICING  
INMATE COMMISSARY, BANKING, FOOD AND LAUNDRY SERVICES  
COMMISSION AND COST STATEMENT**

Please explain any commission or costs associated with each proposed service below, including details where appropriate. Both commissions and/or costs should include, as appropriate, set amounts, percentage rates, and minimum or maximum values proposed.

**INMATE COMMISSARY** Commissions \_\_\_\_\_% Annual Guarantee


**INMATE BANKING SERVICE** Cost to the County


**INMATE FOOD SERVICE** Cost to the County


**INMATE LAUNDRY SERVICE** Cost to the County


County may request a Best and Final Offer from selected Proposer(s). A BAFO allows the Proposer(s) an opportunity to supplement or clarify its original proposal. Selected Proposer(s) may be contacted, in writing, requesting the submission of a Proposer's BAFO.





**BUSINESS REFERENCES FORM**

The Proposer must list references for the provision of each specification of service for which you are proposing. References must include similar service provided to jail/correctional/detention facilities for a minimum of three years. The facilities must have had (at the time of your service) a rated capacity of 500 or more beds. The County will consider participation in joint ventures and similar business arrangements for purposes of this requirement. List company name, address, contact person, telephone number and date of completion. If Proposer is a new business, provide references that will enable the County to determine if Proposer is responsible.

<b>NAME</b>	
CONTACT PERSON	
ADDRESS, CITY, STATE, ZIP	
DATE OF COMPLETION	
TELEPHONE	
EMAIL	

<b>NAME</b>	
CONTACT PERSON	
ADDRESS, CITY, STATE, ZIP	
DATE OF COMPLETION	
TELEPHONE	
EMAIL	

<b>NAME</b>	
CONTACT PERSON	
ADDRESS, CITY, STATE, ZIP	
DATE OF COMPLETION	
TELEPHONE	
EMAIL	

NUMBER OF YEARS IN BUSINESS	
CURRENT NUMBER OF PERSONNEL ON STAFF	

**BIDDER'S SUBCONTRACTOR FORM**

<b>NAME OF BIDDER</b>	
<b>CONTACT PERSON</b>	

**SUBCONTRACTORS:**

Will you employ Subcontractors?

Yes  No 

If "YES", identify with each name, address, telephone, email and work to be subcontracted (attach more sheets, if necessary).

<b>SUBCONTRACTOR NAME (1)</b>	
CONTACT PERSON	
ADDRESS	
CITY, STATE, ZIP	
TELEPHONE	
EMAIL	
WORK TO BE PROVIDED	
<b>SUBCONTRACTOR NAME (2)</b>	
CONTACT PERSON	
ADDRESS	
CITY, STATE, ZIP	
TELEPHONE	
EMAIL	
WORK TO BE PROVIDED	

The Bidder/Contractor will not change or use any Subcontractors not identified in this Bid without prior written approval from the County of Winnebago.

A request for a change in Subcontractors shall be made in writing and will include a description of any savings that may be realized in the execution of this Contract, and must be passed on to the County of Winnebago.

**END OF BIDDER'S SUBCONTRACTOR FORM**



# WINNEBAGO COUNTY

ILLINOIS

## VENDOR REGISTRATION FORM

Vendor (or Individual) Legal Name: \_\_\_\_\_

DBA/Alternative Vendor Name: \_\_\_\_\_

ADDRESS(ES)		
	Physical	Remittance, if different from physical
Street 1		
Street 2		
City		
State		
ZIP		
CONTACT(S)		
	Sales Representative	Accounts Receivable
Name		
Phone		
Email		
Web Address		
GENERAL INFORMATION		
Scope of work to be performed or provided: <input type="checkbox"/> Services and/or <input type="checkbox"/> Goods <input type="checkbox"/> Other _____		If Services: <input type="checkbox"/> Legal <input type="checkbox"/> Medical <input type="checkbox"/> Rent/Landlord <input type="checkbox"/> Other _____ Do you have a current contract <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
<b>Winnebago County Employee:</b> <input type="checkbox"/> Yes or <input type="checkbox"/> No If yes: <input type="checkbox"/> Current or <input type="checkbox"/> Former Dept. _____		
<b>COUNTY Department/Person requesting your service or goods:</b> _____		
CLASSIFICATION(S)		
If applicable, check those boxes that apply: <input type="checkbox"/> Minority-Owned Business: <input type="checkbox"/> Certified <input type="checkbox"/> Self-Certified <input type="checkbox"/> Woman-Owned Business: <input type="checkbox"/> Certified <input type="checkbox"/> Self-Certified <input type="checkbox"/> Veteran-Owned Business: <input type="checkbox"/> Certified <input type="checkbox"/> Self-Certified		<i>(All Certifications must be included with this completed form)</i>
SIGNATURE		
<i>You affirm the above information is true and correct. Electronic signatures will not be accepted.</i>		
Authorized Signature: _____		Date Signed: _____
OFFICE USE ONLY		
Approved by: _____		Assigned Vendor Number: _____
Verification Completed: <input type="checkbox"/> Sam.gov <input type="checkbox"/> OFAC <input type="checkbox"/> IRS TIN Match <input type="checkbox"/> W-9 Uploaded		Date Entered: _____



# WINNEBAGO COUNTY

— ILLINOIS —

## SUSPENSION/DEBARMENT CERTIFICATION FORM

Non-Federal entities are prohibited from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement for goods or services equal to or in excess of \$25,000.00. Contractors receiving individual awards for \$25,000.00 or more and all sub-recipients must certify that the organization and its principals are not suspended or debarred.

By submitting response to this solicitation and signing this form, the Bidder/Proposer certifies to the best of its knowledge and belief, that the company and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal, State or local governmental entity, department or agency;
2. Have not within a three-year period preceding this solicitation been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction, or convicted of or had a civil judgment against them for a violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding the signing of this certificate had one or more public transactions (Federal, State or local) terminated for cause or default.

**If the Bidder/Proposer is unable to certify to any of the statements in this certification, Bidder/Proposer shall attach an explanation to this certification.**

Vendor Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ ZIP: \_\_\_\_\_

Telephone: \_\_\_\_\_ Email Address: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

(Print) Name: \_\_\_\_\_ Title of Official: \_\_\_\_\_

Signature Date: \_\_\_\_\_