

The Procurement Division of Knox County, Tennessee will receive sealed bids for the provision of **Inmate Commissary Items** as specified herein. Bids must be received by **2:00 p.m. on March 14, 2023**. Late bids will neither be considered nor returned.

**Deliver Bids To:**

**Bid Number 3378  
Knox County Procurement Division  
Suite 100  
1000 North Central Street  
Knoxville, Tennessee 37917**

**The Bid Envelope must show the Company Name, Bid Number, Bid Name & Bid Opening Date.**

**SECTION I GENERAL TERMS AND CONDITIONS**

- 1.1 ADDITIONAL INFORMATION:** Knox County wants requests for additional information routed to Robert Mackey, Buyer, at 865-215-5754. Questions may be emailed to [robert.mackey@knoxcounty.org](mailto:robert.mackey@knoxcounty.org). If you have not heard from the Buyer in a reasonable amount of time, please call for further assistance. Information about the Knox County Procurement Division and current solicitations may be obtained online at [www.knoxcounty.org/procurement](http://www.knoxcounty.org/procurement).
- 1.2 ACCEPTANCE:** Vendors shall hold their price firm and subject to acceptance by Knox County for a period of ninety (90) business days from the date of the bid opening, unless otherwise indicated in their bid.
- 1.3 ALTERNATIVE BIDS:** Knox County will not accept alternate bids (those not equal to specifications) unless authorized by the Invitation for Bids.
- 1.4 AUDIT HOTLINE:** Knox County has established an Audit Hotline to report potential fraud and waste. To report potential fraud, waste, or abuse, please call or 1.866.858.4443 (toll-free). You can also file a report online by accessing <http://www.knoxcounty.org/hotline/index.php>.

**Vendors are hereby cautioned that this Audit Hotline does not replace the Award Protest Procedures found in Section VI, Item M of the Knox County Procurement Regulations.**

- 1.5 AWARD:** Award will be made to the most responsive, responsible bidder(s) meeting specifications which presents the product or service that is in the best interest of Knox County. Knox County reserves the right to award this bid on an all-or-none basis, line-item basis, or schedule basis. Knox County also reserves the right to not award this bid. The evaluation criteria are listed herein.
- 1.6 BID DELIVERY:** Knox County requires respondents, when hand delivering submittals, to time and date stamp the envelope before depositing it in the bid box. Knox County will not be responsible for any lost or misdirected mail sent by common carrier, nor will Knox County be responsible for submittals delivered to addresses or Suites other than the delivery address and Suite specified at the top of this solicitation. The time clock in the Procurement Division shall serve as the official record of time.

**Responses must be in a sealed envelope/box prior to entering the Procurement Division office. Procurement Division personnel are not allowed to see the submittal nor assist in placing documents in an envelope/box. Additionally, the Procurement Division is not responsible for providing materials (e.g. envelopes, boxes, tape) for submittals.**

- 1.7 BUSINESS OUTREACH PROGRAM:** Knox County has established a Business Outreach Program, which has the responsibility of increasing opportunity for small, minority and women owned businesses. This is being accomplished through community education programs, policy edification, active recruitment of interested businesses and process re-engineering.

Knox County is committed to ensuring full and equitable participation for all disadvantaged businesses. Knox County welcomes submittals from those disadvantaged businesses that have an interest in providing goods and/or services listed herein.

In addition, Knox County strongly encourages the inclusion of disadvantaged businesses by non-disadvantaged contractors who may wish to partner or subcontract portions of this agreement in order to accomplish the successful delivery of goods and/or services.

If you are a disadvantaged business and would like additional information about our Business Outreach Program, please contact:

Knox County Procurement Division  
Diane Woods, Business Outreach  
Administrator Telephone: 865.215.5760  
Fax: 865.215.5778  
Email: [diane.woods@knoxcounty.org](mailto:diane.woods@knoxcounty.org)

- 1.8** **CLOSURES:** During periods of closure due to unforeseen circumstances in Knox County, or closures at the direction of the Knox County Mayor, the Procurement Division will enact the following procedures in regard to solicitations and closures:
- If the Mayor closes the Administrative offices prior to the time set for solicitation opening of any business day, all solicitations due that same day will be moved to the next operational business day.
  - Other unforeseen circumstances shall be at the sole discretion of the Procurement Director.  
Knox County shall not be liable for any commercial carrier's decision regarding deliveries during any unforeseen circumstances.
- 1.9** **CONFLICT OF INTEREST:** Vendors must have read and complied with the "Non-Conflict of Interest" statement provided in the vendor registration process prior to the opening of this solicitation.
- 1.10** **COPIES:** Knox County requires that bids be submitted as one (1) marked original and one (1) exact copy. No copies are required with an electronic bid response.
- 1.11** **DECLARATIVE STATEMENTS:** Any statement or words (e.g.: must, shall, will) are declarative statements and the vendor must comply with the condition. Failure to comply with any such condition will result in the bid being considered non-responsive and disqualified.
- 1.12** **ELECTRONIC TRANSMISSION OF BIDS:** Knox County's Procurement Division will accept, and strongly encourages, electronically transmitted bids through the County's online Procurement system. Facsimile and email submission are strictly prohibited. Knox County shall not be responsible for technical difficulties experienced by vendors trying to register or submit their bid electronically less than twenty-four (24) hours prior to the bid opening time.
- 1.13** **HOW TO DO BUSINESS:** Knox County utilizes a web-based Procurement software system, "KnoxBuys". The system provides our clients (vendors, county departments and the citizens of Knox County) with a more enhanced and end-user friendly means of accessing our services. The system allows for on-line vendor registration and maintenance, electronic receipt of purchase orders, on-line retrieval and submittal of quotes, bids and proposals for our vendor-clients and on-line requisitioning and receiving for our county departments. In order for the County to maximize its investment and minimize the cost associated with office operations we need your help. When doing business with Knox County we are urging you to please go to our website at [www.knoxcounty.org/procurement](http://www.knoxcounty.org/procurement), register as a vendor in our on-line Procurement system, "KnoxBuys", if you have not done so and whenever possible to conduct your business with the County through this site. If you have any questions, please contact the Procurement Division Representative listed in subsection 1.1 of this document.
- 1.14** **INCURRED COSTS:** Knox County will not be responsible for any costs incurred by the bidder in the preparation of their bid.
- 1.15** **MULTIPLE BIDS:** Knox County will consider multiple bids that meet specifications.
- 1.16** **NEW MATERIAL:** Unless specified otherwise in the bid package, the Contractor must provide new supplies. New, as used in this clause, means previously unused materials. Material includes but is not limited to, raw material, parts, items, components, and end products. Contractor submission of other than new materials may be cause for the rejection of their bid.

- 1.17 **NON-COLLUSION:** Bidders, by submitting a signed bid, certify that the accompanying bid is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Tennessee or United States law.
- 1.18 **PAYMENT METHOD:** Knox County will require bidders to accept payment via the E-commerce card (VISA). The card number shall be embedded in the vendor's online ordering system.
- The card will either be a department card or a general county card. The card used for each department's account will be determined after award. Bidders are prohibited to charge Knox County any type of merchant fee from their financial institution to accept this type of payment.
- Note: Bidders must have the ability to accept payment via the E-commerce card (VISA). Responses from bidders which do not accept payment via E-commerce card will be deemed non-responsive and will not be considered for award. However, Knox County does reserve the right to issue a purchase order in lieu of the E-commerce card if deemed more advantageous for the County.**
- 1.19 **PROCESSING TIME FOR PAYMENT:** Vendors are advised that a minimum of thirty (30) days is required to process invoices for payment.
- 1.20 **PROOF OF FINANCIAL AND BUSINESS CAPABILITY:** Vendors must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. Knox County will make the final determination as to the vendor's ability.
- 1.21 **RECYCLING:** Knox County, in its continuing efforts to lessen the amount of landfill waste and to further recycling efforts, request that bids being submitted on paper shall:
- 1.21.1 Be submitted on recycled paper;
  - 1.21.2 Not include pages of unnecessary advertising;
  - 1.21.3 Be made on both sides of each sheet of paper;
- 1.22 **RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS:** It is the responsibility of the prospective bidder to review the entire Invitation for Bid (IFB) packet and to notify the Procurement Division if the specifications are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the specifications or bidding procedures must be received in the Procurement Division by **February 28, 2023 @ 4:30 p.m.** local time. These requirements also apply to specifications that are ambiguous.
- 1.23 **SIGNING OF BIDS:** **In order to be considered, all bids must be signed. Please sign the original in blue ink.** By signing the bid document, the vendor acknowledges and accepts the terms and conditions stated in the bid document. When submitting electronically, the submission of the bid constitutes the acceptance of all terms and conditions and will legally bind the vendor to the County's request for goods/services and the vendor's subsequent response.
- 1.24 **TAXES:** Knox County purchases are not subject to taxation. Tax exemption certificates will be provided upon request.
- 1.25 **TITLE VI OF THE 1964 CIVIL RIGHTS ACT:** "Nondiscrimination in Federally Assisted Programs"—"No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." 42 U.S.C. Section 2000 et seq. It is the policy of Knox County Government that all its services and activities be administered in conformance with the requirements of Title VI.
- 1.26 **USE OF BID FORMS:** Vendors must complete the bid forms contained in the bid package. Failure to complete the bid forms may result in bid rejection.
- 1.27 **VENDOR DEFAULT:** Knox County reserves the right, in case of vendor default, to procure the articles or services from other sources and hold the defaulting vendor responsible for any excess costs occasioned thereby. Should vendor default be due to a failure to perform or because of a request for a price increase, Knox County reserves the right to remove the vendor from the County's bidder's list for twenty-four (24) months.

- 1.28 **VENDOR REGISTRATION:** Prior to the closing of this bid, **ALL BIDDERS** must be registered with the Procurement Division. A vendor application may be submitted at [www.knoxcounty.org/procurement](http://www.knoxcounty.org/procurement). Select the On-Line Vendor Registration link and complete the forms. Vendors must be registered with the Procurement Division **prior** to submitting their bid. Knox County shall not be responsible for technical difficulties experienced by vendors trying to register less than twenty-four (24) hours prior to the bid opening time.
- 1.29 **WAIVING OF INFORMALITIES:** Knox County reserves the right to waive minor informalities or technicalities when it is in the best interest of Knox County.

## **SECTION II OBLIGATIONS, RIGHTS AND REMEDIES**

**These terms and conditions shall be part of the Contract. Knox County reserves the right to negotiate other terms and conditions it deems appropriate and necessary under the circumstances to protect the public's trust.**

- 2.1 **ALTERATIONS OR AMENDMENTS:** No alterations, amendments, changes, modifications, or additions to this Contract shall be binding on Knox County without the prior written approval of the County.
- 2.2 **APPROPRIATION:** In the event no funds are appropriated by Knox County for the goods or services in any fiscal year, or insufficient funds exist to purchase the goods or services, then the Contract shall expire upon the expenditure of previously appropriated funds or the end of the current fiscal year, whichever occurs first, with no further obligations owed to or by either party.
- 2.3 **ASSIGNMENT:** Contractor shall not assign or sub-contract this agreement, its obligations, or rights hereunder to any party, company, partnership, incorporation, or person without the prior written specific consent of Knox County.
- 2.4 **BOOKS AND RECORDS:** Contractor shall maintain all books, documents, accounting records and other evidence pertaining to the goods and services provided under this Contract and make such materials available at its offices at all reasonable times during the Contract period and for five (5) years from the date of the final payment under this agreement for inspection by County or by any other governmental entity or agency participating in the funding of this agreement, or any authorized agents thereof; copies of said records to be furnished if requested. Such records shall not include those books, documents and accounting records that represent the Contractor's costs of manufacturing, acquiring, or delivering the products and services governed by this agreement.
- 2.5 **CHILD LABOR:** Contractor agrees that no products or services will be provided or performed under this Contract that have been manufactured or assembled by child labor.
- 2.6 **COMPLIANCE WITH ALL LAWS:** Contractor is assumed to be familiar with and agrees to observe and comply with all Federal, State, and Local laws, statutes, ordinances, and regulations in any manner affecting the provision of goods and/or services, and all instructions and prohibitive orders issued regarding this work and shall obtain all necessary permits.
- 2.7 **DEFAULT:** If Contractor fails to perform or comply with any provision of this Contract or the terms or conditions of any documents referenced and made a part hereof, Knox County may terminate this Contract, in whole or in part, and may consider such failure or noncompliance a breach of Contract. Knox County expressly retains all its rights and remedies provided by law in case of such breach; and no action by Knox County shall constitute a waiver of any such rights or remedies. In the event of termination for default, Knox County reserves the right to purchase its requirements elsewhere, with or without competitive bidding.
- 2.8 **GOVERNING LAW; VENUE:** This agreement shall be exclusively construed, governed, and controlled by the Laws of the State of Tennessee without regard to principles of law, including conflicts of law, of any other jurisdiction, territory, country, and/or province. Any dispute arising out of or relating to this agreement shall exclusively be brought in the Chancery Court or the Circuit Court of Knox County, Tennessee. Each party consents to personal jurisdiction thereto and waives any defenses based on personal jurisdiction, venue, and inconvenient forum.
- 2.9 **INCORPORATION:** All specifications, drawings, technical information, Invitation for Bid, Bid, Award and similar items referred to or attached or which are the basis for this Contract are deemed incorporated by reference as if set out fully herein.

- 2.10 INDEMNIFICATION/HOLD HARMLESS:** Contractor shall indemnify, defend, save, and hold harmless Knox County, its officers, agents and employees from all suits, claims, actions, or damages of any nature brought because of, arising out of, or due to breach of the agreement by Contractor, its subcontractors, suppliers, agents, or employees or due to any negligent act or occurrence or any omission or commission of Contractor, its subcontractors, suppliers, agents, or employees.
- 2.11 INDEPENDENT CONTRACTOR:** Contractor shall acknowledge that it and its employees serve as independent contractors and that Knox County shall not be responsible for any payment, insurance, or incurred liability.
- 2.12 INSPECTION AND ACCEPTANCE:** Warranty periods shall not commence until Knox County inspects and formally accepts the goods and/or services. The terms, conditions and timing of acceptance shall be determined by Knox County. Knox County reserves the right to reject any or all items or services not in conformance with applicable specifications, and Contractor assumes the costs associated with such nonconformance. Acceptance of goods or services does not constitute a waiver of latent or hidden defects or defects not readily detectable by a reasonable person under the circumstances.
- 2.13 IRAN DIVESTMENT ACT:** By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to Tennessee Code Annotated § 12-12-106.
- 2.14 LIMITATIONS OF LIABILITY:** In no event shall Knox County be liable for any indirect, incidental, consequential, special, or exemplary damages or lost profits, even if Knox County has been advised of the possibility of such damages.
- 2.15 NO BOYCOTT OF ISRAEL:** Pursuant to Tennessee Code Annotated Title 12, Chapter 4, Part 1, by submission of a response to this solicitation, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint response each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each proposer is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel.
- 2.16 NON-DISCRIMINATION AND NON-CONFLICT STATEMENT:** Contractor agrees that no person on the grounds of handicap, age, race, color, religion, sex, national origin, or any individual trait or characteristic found to be an illegal consideration shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this agreement, or in the employment practices of vendor. Contractor shall upon request show proof of such non-discrimination and shall post in conspicuous places available to all employees and applicants notices of non-discrimination. Contractor covenants that it complies with the Fair Wage and Hour Laws, the National Labor Relations Act, and other federal and state employment laws as applicable. Contractor covenants that it does not engage in any illegal employment practices.
- Contractor covenants that it has no public or private interest and shall not acquire directly or indirectly any interest that would conflict in any manner with the provision of its goods or performance of its services. Contractor warrants that no part of the total Contract amount provided herein shall be paid directly or indirectly to any officer or employee of Knox County as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor, or consultant to Contractor in connection with any goods provided or work contemplated or performed relative to the agreement.
- 2.17 ORDER OF PRECEDENCE:** In the event of inconsistent or conflicting provision of this Contract and referenced documents, the following descending order of precedence shall prevail: (1) Item Description, (2) Invitation to Bid, (3) Bid, (4) Award, (5) Special Terms and Conditions, (6) General Terms and Conditions, (7) Specifications, (8) Drawings.
- 2.18 REMEDIES:** Knox County shall have all rights and remedies afforded under the U.C.C. and Tennessee law in Contract and in tort, including but not limited to rejection of goods, rescission, and right of set-off, refund, incidental, consequential, and compensatory damages, and reasonable attorney's fees.

- 2.19 RIGHT TO INSPECT:** Knox County reserves the right to make periodic inspections of the manner and means the service is performed or the goods are supplied and warehoused.
- 2.20 SEVERABILITY:** If any provision of this Contract is declared illegal, void, or unenforceable, the remaining provisions shall not be affected but shall remain in force and in effect.
- 2.21 TAX COMPLIANCE:** Pursuant to Resolution R-07-1-903 passed by the Commission of Knox County, Tennessee, Contractor hereby acknowledges, by submission of its bid or proposal and signature, it is current in its respective Federal, State, County, and City taxes of whatever kind or nature, and is not delinquent in any way. Delinquent status must be disclosed or risk debarment by the Knox County Procurement Division.
- 2.22 TERMINATION:** County may terminate this agreement with or without cause at any time, upon thirty (30) calendar days' written notice. In the event of termination by either party, fees due for services satisfactorily performed or goods accepted prior to the termination date shall be paid.
- 2.23 WARRANTY:** Contractor warrants to Knox County that all items delivered and all services rendered shall conform to the specifications, drawings, bid and/or other descriptions furnished and/or incorporated by reference, and will be fit for the particular purpose purchased of merchantable quality, good workmanship, and free from defects. Contractor extends to Knox County all warranties allowed under the U.C.C. Contractor shall provide copies of warranties to the County upon request. Return of merchandise not meeting warranties shall be at Contractor's expense. Bidders must state the warranty for each piece of equipment listed above.

### **SECTION III SPECIAL TERMS AND CONDITIONS**

- 3.1 INTENT:** The intent of these specifications is to set forth and convey to prospective bidders the general type, character and quality of Inmate Commissary Items desired by Knox County and the Knox County Sheriff's Office (KCSO). Award will be based on Best Value. Best Value means more than low cost. It includes the initial cost, service quality and other factors detailed herein.
- 3.2 ACCEPTANCE:** Bidders are advised that the payment of an invoice does not necessarily constitute as an acceptance of products/services that are provided. Acceptance requires a specific written action by Knox County so stating.
- 3.3 ADDITIONS/DELETIONS OF GOODS/SERVICES:** Knox County reserves the right to add goods and/or services to this term bid or delete goods and/or services that Knox County deems necessary. Any additions/deletions must be approved in writing by Knox County Procurement prior to any changes in service.
- 3.4 AWARD LENGTH:** The length of this Contract will be one (1) year with the option to renew upon mutual consent of both parties. The term agreement may be renewed for four (4) one-year periods, one (1) year at a time, for a total of five (5) years. Knox County reserves the right to purchase these services from other sources if the need arises. Knox County reserves the right to revoke the award if a pattern of unavailability arises with the vendor.
- 3.5 BID EVALUATION:** In evaluating the bids, Knox County reserves the right to use any or all of the ideas from the bids submitted without limitation and to accept any part or the entire successful bid in selecting an operation which is judged to be in the best interest of Knox County. All material submitted becomes the property of Knox County.
- 3.6 BIDDER OBLIGATION:** Each bidder shall become fully acquainted with conditions relating to the scope and restrictions attending the execution of the work under this IFB. The failure or omission of a bidder to become acquainted with existing conditions shall no way relieve the bidder of any obligations with respect to this IFB or to the Contract.
- 3.7 BIDS REQUESTED ON BRANDS OR EQUAL:** Unit price bids are requested on products that equal or exceed the quality and performance of the brands and model numbers listed. References to brand names, trade names, model numbers or other descriptions particular to specific brand products are made to establish a required level of quality and functional capabilities and are not intended to exclude other products of that level. Comparable products of other manufacturers will be considered if proof of comparability is contained in the bid. Or Equal does not mean the manufacturing process, but rather that the item will perform in the manner needed by the County.

It shall be the responsibility of the bidders, including bidders whose product is referenced, to furnish with the bid such specifications, catalog pages, brochures or other data as will provide an adequate basis for determining the quality and functional capabilities of the product offered. Failure to provide this data may be considered valid justification for rejection of a bid.

- 3.8 COMMUNICATIONS:** The successful execution of this Contract will require extensive communication between all parties involved. While information may be transmitted via telephone, it should always be followed up with an e-mail. The Contractor will be required to submit a list of individuals, along with direct phone numbers, cell phone numbers, and e-mail addresses for the agency contacts. These individuals must be familiar with the Knox County Contract and have the authority to make adjustments as requested by Knox County.
- 3.9 COMPLIANCE WITH ALL APPLICABLE REGULATIONS:** Vendor agrees and covenants the company, its agents and employees will comply with all City, County, State and Federal codes, laws, rules, and regulations applicable to the business to be conducted under this Contract. If the Vendor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, the Vendor shall bear all costs arising from them.
- 3.10 CONTACT PERSONNEL:** It shall be essential to the success of this Contract to develop a good working relationship with the Contractor(s). It is imperative that the Knox County account be handled efficiently and professionally. Knox County should be assigned no more than two (2) Contractor contacts to handle billing inquiries and service-related issues. In the event one (1) or both contacts leave the Knox County account, the Contractor shall formally introduce the new contact(s) to County personnel. Any newly appointed contacts must be knowledgeable of the County's account to avoid any interruption of service.
- 3.11 CONTRACT EXECUTION:** The award of this bid may result in a Contract between Knox County and the successful vendor(s). The Knox County Procurement Division will draft this Contract and no vendor forms (e.g.: Terms and Conditions, Service Agreements, or other standard Company forms) will be accepted as Contract attachments. The submission of such forms may cause the disqualification of the Vendor's bid.
- 3.12 DEALER DECALS:** No dealer decals or emblems are to be attached to the commissary items.
- 3.13 DELIVERY CONDITION OF COMMISSARY ITEMS:** The condition of the commissary items must be clean and rid of any trash and odors (i.e.: cigarette smoke) that are determined by Knox County to be offensive. Additionally, Knox County will place in the vendor's performance file a note referencing the unsatisfactory delivery.
- 3.14 DELIVERY LOCATION:** The Knox County delivery location shall be located on the Purchase Order.
- 3.15 DELIVERY TIME:** All commissary items must be processed immediately and shipped within seven (7) business days to the address listed on each purchase order. Deliveries must be between 10:00 am and 2:00 pm Monday through Friday.
- 3.16 DESTINATION AND DELIVERY:** Bidders must include all destination and delivery charges in their price. **There will be no extra hidden charges.**
- 3.17 DISCONTINUED ITEMS:** Vendors **must notify** the Knox County Procurement Division of any item number changes throughout the term of the bid. Successful vendor(s) **must submit** updates notifying the Procurement Division of item number changes. **Failure to not immediately notify the Procurement Division may be just cause for termination.**
- 3.18 EVALUATION CRITERIA:** This bid will be evaluated using the following criteria:

Price

100 points

- 3.19 EVALUATION REVIEW:** Knox County reserves the right to use all pertinent information that might affect the County's judgment as to the appropriateness of an award to the best evaluated bidder. This information may be appended to the bid evaluation process results. Information on a service provider from reliable sources, and not within the service provider's bid, may also be noted and made part of the evaluation file. Knox County shall have sole responsibility for determining a reliable source. Knox County reserves the right to conduct written and/or oral discussions/interviews after the bid opening. The purpose of such discussions/interviews is to provide clarification and/or additional information to make an award that is in the best interest of Knox County.

**3.20 FUEL CHARGES:** Contractor at its own expense is liable for all fuel costs related to performance. **No fuel surcharges will be accepted or paid by Knox County.**

**3.21 GRATUITIES AND KICKBACKS:** It shall be a breach of ethical standards for any person or company to offer, give, or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim, or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therefore. It shall be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order.

Breach of the provisions of this paragraph is, in addition to a breach of this Contract, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under Knox County contracts.

**3.22 INMATE CARE PACKAGES:** Knox County **requires** the successful bidder to furnish a prepackaged list of commissary items that family members of inmates may purchase. This list of items will be determined by KCSO and the bidder will prepackage the items requested in clear, see-through packaging. There will be no additional charge for this service, and vendor will bill only for the listed items accumulated in each package at the established bid price. These orders will be shipped in accordance with the previously stated methods. Please submit no more than ten (10) configurations of prepackaged kits for consideration.

**3.23 INTERPRETATION:** No oral interpretation will be made to any bidder regarding the meaning of specifications. All questions are to be submitted in writing or electronically (email) and will be answered in the form of an amendment to the solicitation by the Knox County Procurement Division.

**3.24 INVOICE DETAIL:** Knox County is requesting invoices to show the following detail to help expedite review and payment. The Contractor(s) may be required to modify invoicing procedures to show the detail. All potential Contractors are hereby cautioned that Knox County will only pay from original invoices and not facsimiles or copies. Invoices which do not adhere to these details may be returned to the Contractor for correction.

3.24.1 The invoice must show the amount due to the Contractor by Knox County;

3.24.2 The invoice must show an itemized detail of items.

3.24.3 Invoices are to be original and uniquely pre-numbered;

3.24.4 Invoices which do not show this information are subject to rejection.

**3.25 INVOICE REVIEW:** Knox County shall review all invoices for adherence to the terms and conditions of the Contract. Variations from the Contract and Contract pricing are strictly prohibited.

Any variations found on the invoice will result in the rejection of those invoices. Rejected invoices will be returned to the Contractor(s) for correction. If a discount for prompt payment is offered, the timeline does not commence until Knox County receives a correct invoice.

**3.26 INVOICING:** All invoices shall be mailed in duplicate to the Knox County Sheriff's Office, 400 Main Street, Suite L-149, Knoxville, TN 37902. All invoices must show the purchase order number or contract number. Without this information, the invoice may be rejected for payment. Invoices can also be emailed to [invoices@knoxsheriff.org](mailto:invoices@knoxsheriff.org).

**3.27 MOST FAVORABLE PRICING:** Contractor agrees to guarantee that Knox County will receive the lowest price offered by your company for similar services and products. If at any time during the Contract period your company offers a lower price to another customer and prior notification of said price reduction is not properly communicated to Knox County, upon discovery Knox County reserves the right to take any or all of the following actions:

3.27.1 Cancel the Contract, if it is currently in effect;



3.27.2 Determine the amount that the participating agency was overcharged and submit a request for payment from the Contractor for that amount.

**3.28 NEWS RELEASES BY VENDORS:** As a matter of policy, Knox County does not endorse the services of a Contractor. A Contractor will not make news releases concerning any resultant contract from this solicitation without the prior written approval of Knox County.

**3.29 NO CONTACT POLICY:** After the date and time that the vendor receives this solicitation, any contact initiated by any bidder with any Knox County representative, other than the Procurement Division representative listed herein, concerning this Invitation for Bid, is strictly prohibited. Any such unauthorized contact may cause the disqualification of the bidder from this procurement transaction.

**3.30 OFFER WITHDRAWAL:** No bid can be withdrawn after it is filed unless the bidder makes a request in writing to the Knox County Procurement Division prior to the time set for the opening of bid or unless the County fails to accept within ninety (90) business days after the date fixed for opening the Invitation for Bid.

**3.31 OPEN RECORDS ACT:** Knox County is subject to the Tennessee Open Records Act 10-7-503 et seq. Bidders are cautioned that all documents submitted on behalf of this Invitation for Bid shall be open to the public for viewing and inspection and Knox County **will** comply with all legitimate requests. Submission of your bid will be an acknowledgement to this provision.

**3.32 PACKAGING:** All products must be packed by the case

**3.33 PRICING:** The bidder warrants that the unit price stated shall remain firm for a period of twelve (12) months from the first day of the contract period. After the first contract year (and each subsequent year thereafter), the contractor(s) written request for a price increase must be given to Knox County to consider. Such a request shall include a minimum:

- The cause for the adjustment.
- The amount of the change requested with documentation to support the requested adjustment.

Price increases will only be considered during the renewal period(s) which is approximately ninety (90) days prior to expiration. If the price increase rejected the contractor may:

- Continue with the existing prices
- Request a lower price increase
- Not accept the renewal offer

If a price increase is approved by Knox County and the Knox County Sheriff's Office, the approval notification will be done in writing and the contractor will be notified of the new price schedule and effective date of increase. This documentation will become part of the bid file. No approvals will be authorized verbally.

**3.34 QUANTITIES:** Knox County does not guarantee any quantities of goods will be ordered under this agreement. Goods will be ordered on an as-needed basis.

**3.35 REJECTION OF BIDS:** Knox County reserves the right to reject any and all bids received as a result of this request and to waive any informality, technical defect, or clerical error in any bid, as the interests of the County may require. Non-acceptance of any bid will be devoid of any criticism of the bid and of any implication that the bid is deficient in any manner. Non-acceptance of any bid shall be construed as meaning simply that the County does not deem the bid to be acceptable or that another bid was deemed to be more advantageous to Knox County for the particular services proposed.

**3.36 SAMPLES:** Bidder may be required to submit samples of each brand bid. Each individual sample must be labeled with the bidder's name, manufacturer brand name and item number as it pertains to the bid. Samples will not be returned. Do not send samples with the bid. The Procurement Division will notify bidder when to submit their samples, if required.

**3.37 SHELF-LIFE:** The successful bidder must deliver only products that are fresh and well within the shelf life of that product. Any product deemed unacceptable by the Commissary Manager will be returned at the bidder's expense. Future shipments deemed unacceptable may cause termination of this agreement.

Immediate credit of product returned for beyond use of date and damages is essential. Must be a minimum of four (4) to six (6) weeks shelf life.

- 3.38 SUB-CONTRACTING:** Any sub-contracting must be approved in advance by Knox County. Knox County reserves the right to terminate the Contract if subcontracting is done without prior written approval. Bidders are strongly encouraged to solicit minority owned and operated sub-contractors for this bid and during the duration of the award.
- 3.39 SUBMIT QUESTIONS:** Prospective bidders may submit questions concerning this solicitation until **February 28, 2023 @ 4:30 p.m.** local time. All questions must be submitted in writing as directed in Section 1.1. Questions received after this date and time will not be considered. All questions will be answered in written addenda issued from the Knox County Procurement Division.
- 3.40 SUBSTITUTIONS:** Any substitutions must be approved by the Knox County Sheriff's Office or their designee prior to delivery. Delivery of a substituted item without prior notification is at the Contractor's risk and refusal to accept the substituted item will be at the Contractor's expense.

**SECTION IV SPECIFICATIONS**

- 4.1 INMATE COMMISSARY ITEMS:** The following lists the minimum specifications required for Commissary items. Bidders must bid as specified or an approved equal. Knox County requests that vendors bid from current inventory to expedite the acquisition of the item(s), if possible. Knox County understands the commissary items may have to be ordered if not available from current inventory.

<b>4.1.1 SCHEDULE 1</b>		
<b>ITEM</b>	<b>SIZE</b>	<b>NAME BRAND</b>
FROOT LOOPS	1.5 OZ BAG	Kellogg's
CHEESE PUFFS	1.5 OZ BAG	NBS
SQUEEZE PEANUT BUTTER	SINGLE SERVE	NBS
SQUEEZE PEANUT BUTTER/JELLY COMBO	1 OZ	Squeezum
MAYONNAISE	SINGLE SERVE	NBS
MUSTARD	SINGLE SERVE	NBS
NATURAL POPCORN BAG	.34 OZ	Pop Weaver
CARAMEL POPCORN	3.53 OZ BAG	Moon Lodge
PRETZELS	1.5 OZ BAG	Snyder
PORK RINDS HOT	4 OZ BAG	NBS
SOUR CREAM	6 OZ BAG	Moon Lodge
WHOLE SHABANG	6 OZ BAG	Moon Lodge
HOT HOT BBQ	6 OZ BAG	Moon Lodge
BUFFALO BLUE CHEESE	6 OZ BAG	Moon Lodge
MINGLES SNACK MIX	1.75 OZ BAG	General Mills
CHEESE AND CRACKERS	1.35 OZ	Ritz
TOASTED PEANUT BUTTER	1.38 OZ PACK	Austin
CHEESE ON WHEAT	1.35 OZ	Lance
RITZ CRACKERS	3.4 OZ BOX	Nabisco
HOT PEANUTS	1.75 BAG	Nabisco
TOASTED PEANUTS	1.75 BAG	Nabisco
SUGAR FREE STRAWBERRY WAFERS	2.75 PACK	NBS
CORN FLAKE CANDY CHEWY	2.5 OZ	Old School
CORN NUTS BBQ	1.4 OZ BAG	Old School
CORN NUTS RANCH	1.4 OZ BAG	NBS
CHEESE SQUEEZE JALEPEN0	2 OZ PACK	Cactus Annie's
CHEESE SQUEEZE SHARP CHEDDAR		Cactus Annie's
CHEESE BLOCK SHARP CHEDDAR	4 OZ BLOCK	City Cow
CHEESE BLOCK HOT PEPPER	4 OZ BLOCK	City Cow
BEEF STICKS	1.5 OZ STICK	Jack Links
BEEF JERKY PEPPERED	0.9 OZ BAG	Jack Links

BEEF JERKY ORIGINAL	0.9 OZ BAG	Jack Links
BEEF JERKY SRIRACHA	0.9 OZ BAG	Jack Links
BEEF SUMMER SAUSAGE ORIGINAL	3 OZ	O Briens
SPAM SINGLE POUCH	2.6 OZ PACK	NBS
TUNA LUNCH TO GO	2.6 OZ PACK	Starkist
CHICKEN BREAST	4.5 OZ PACK	Brushy Creek
FLOUR TORTILLAS PLAIN	6 COUNT	NBS
SUNFLOWER KERNELS	1/4 CUP BAG	NBS
DILL PICKLE MILD	1 OZ SINGLE PICKLE	Titos
DILL PICKLE KOSHER	1 OZ SINGLE PICKLE	Titos
CHEDDAR CHEESE NOODLES	2.75 OZ CUP	NBS
CHICKEN FLAVOR NOODLES	2.75 OZ CUP	NBS
BEEF NOODLES	2.75 OZ CUP	NBS
JALEPENO CHEDDAR NOODLES	2.75 OZ CUP	NBS
CAJUN CHICKEN NOODLES	2.75 OZ CUP	NBS
CAJUN SHRIMP NOODLES	2.75 OZ CUP	NBS
HOT AND SPICEY BEEF NOODLES	2.75 OZ CUP	NBS
CHOCOLATE CHIP COOKIES	2.75 OZ CUP PACK OF TWO	NBS
DUPLEX COOKIES	14 OZ BAG	Lil Dutch Maid
CHOCOLATE CREAM COOKIES	14 OZ BAG	Lil Dutch Maid
STRAWBERRY CREAM COOKIES	14 OZ BAG	Lil Dutch Maid
PEANUT BUTTER CREAMS	14 OZ BAG	Lil Dutch Maid
GRANOLA BAR OATS AND HONEY	0.84 OZ BAR	NBS
GRANOLA BAR CHOCOLATE CHIP	0.84 OZ BAR	NBS
POP TART STRAWBERRY	3.67 OZ PACK OF TWO	NBS
OREO COOKIE	2.4 OZ PACK OF SIX	NBS
BROWNIE FUDGE NUT	3.25 OZ	NBS
BEAR CLAW	5 OZ	NBS
HONEY BUN ICED	6 OZ	Mrs Freshleys
ICED CINNAMON ROLL	4 OZ	NBS
NUTTY BAR	2 OZ	NBS
OATMEAL CAKES	2.65 OZ	NBS
CINNAMON CAKES	4 OZ	Otis Spunkmeyer
MARBLE CAKES	3.5 OZ	Otis Spunkmeyer
LEMON CAKES	4 OZ	Otis Spunkmeyer
3 MUSKETEERS	1.92 OZ BAR	NBS
ALMOND JOY	1.61 OZ BAR	NBS
BUTTERFINGER	1.9 OZ BAR	NBS
BABY RUTH	2.1 OZ BAR	NBS
HERSHEYS ALMOND	1.45 OZ BAR	NBS
HERSHEYS PLAIN	1.55 OZ BAR	NBS
HERSHEYS COOKIE AND CREAM	1.55 OZ BAR	NBS
SNICKER ALMOND	1.76 OZ BAR	NBS
MILKY WAY	1.84 OZ BAR	NBS
M & M PLAIN	1.69 OZ BAG	NBS
M & M PEANUT BUTTER	1.63 OZ BAG	NBS
M & M PEANUT	1.74 OZ BAG	NBS
NUTRAGEOUS	1.66 OZ BAR	NBS
PAYDAY	1.85 OZ BAR	NBS
REESES CUP	1.5 OZ PACK	NBS
SKITTLES TROPICAL FRUIT PACK	1.86 OZ	NBS
SNICKER	1.86 OZ BAR	NBS
STARBURST	2.07 OZ PACK	NBS
TWIX	1.79 OZ PACK	NBS
ZERO	1.85 OZ BAR	NBS

ALL STARS	3.75 OZ BAG	NBS
SOUR FRUIT BALLS	4.25 OZ BAG	NBS
ATOMIC FIIREBALLS	3.0 OZ BAG	NBS
BIT O HONEY	2.75 OZ BAG	NBS
BUTTERSCOTCH DISK	4.25 OZ BAG	NBS
CARAMEL CREAMS	3.25 OZ BAG	NBS
CINN BUTTON DISK	3.25 OZ BAG	NBS
JELLYBEANS	4.5 OZ BAG	NBS
JOLLY RANCHERS ASSORTED BITE SIZE	3.7 OZ BAG	NBS
LEMON DROPS	4.25 OZ BAG	NBS
STARLIGHT MINTS	3.75 OZ BAG	NBS
NOW AND LATER WILD BAR	2.75 OZ BAR	NBS
TWIZZLER STRAWBERRY	5 OZ BAG	NBS
AIR HEADS GREEN APPLE	.55 OZ BAR	NBS
TOOTSIE ROLL POPS	.60 OZ, 1000/BOX	NBS
TOOTSIE ROLL POPS	10.125 OZ, 24/BOX	NBS
COFFEE	4 OZ BAG	MAXWELL HOUSE
LIQUID CREAMER	.38 OZ	COFFEEMATE
HOT CHOCOLATE SINGLE SERVE	SINGLE SERVE	NBS
HOT CHOCOLATE SINGLE SERVE SUGAR FREE	SINGLE SERVE	NBS
TEA BAG INDIVIDUAL WRAPPED	INDIVIDUAL WRAPPED	NBS
TEA BAG DECAF INDIVIDUAL WRAPPED	INDIVIDUAL WRAPPED	NBS
TEA BAG CINNAMON INDIVIDUAL WRAPPED	INDIVIDUAL WRAPPED	NBS
ASSORTED TEA BAGS	SINGLES	NBS
ARTIFICIAL SWEETNER	SINGLES	SWEET AND LOW
POWDERED LEMONADE	SINGLES	CRYSTAL LIGHT
POWDERED RASBERRY	SINGLES	CRYSTAL LIGHT
POWDERED GRAPE SINGLES	SINGLES	CRUSH
POWDERED ORANGE SINGLES	SINGLES	CRUSH
HAWAIIAN PUNCH SINGLES	SINGLES	NBS
RANCH DRESSING	SINGLES	HIDDEN VALLEY
PEPSI OR EQUAL	20 OZ	NBS
DIET PEPSI OR EQUAL	20 OZ	NBS
MOUNTAIN DEW OR EQUAL	20 OZ	NBS
DIET MOUNTAIN DEW OR EQUAL	20 OZ	NBS
ORANGE CRUSH OR EQUAL	20 OZ	NBS
AQUAFINA WATER OR EQUAL	20 OZ	NBS
POP TARTS BROWN SUGAR CINNAMON	SINGLE PACKS OF 6 TO BOX	Kellogg's
GUMMI BEARS	40 OZ BAG	NBS
RICE KRISPIE TREATS	1.3 OZ	NBS
RAMEN NOODLES ALL FLAVORS	8 OZ. SERVINGS DISPOSABLE CUPS	MARUCHAN
DORITOS	1.75 OZ BAG	DORITO BRAND

<b>4.1.2 SCHEDULE 2</b>		
<b>ITEM</b>	<b>SIZE</b>	<b>NAME BRAND</b>
CHEWABLE ANTICID	3 PK 12 PK BOX	TUMS
CHERRY COUGH DROPS	9 COUNT 20 PACK CASE	NBS
MENTHOL COUGH DROPS STICK	9 COUNT 20 PACK CASE	NBS
LIP BALM		CHAPSTICK
TUMBLER 16 OZ CLEAR STADIUM CUP	TUMBLER 16 OZ CLEAR STADIUM CUP	NBS

<b>4.1.3 SCHEDULE 3</b>		
<b>ITEM</b>	<b>SIZE</b>	<b>NAME BRAND</b>
STEREO EAR BUDS FOR RADIOS	MUST HAVE STRAIGHT 3.5 MM PLUG, ALL PLASTIC DESIGN WITH NO METAL	NBS
STEREO HEADPHONES	MUST HAVE STRAIGHT 3.5 MM PLUG, ALL PLASTIC DESIGN WITH NO METAL	Koss
INMATE RADIOS	CLEAR WITH NO METAL	NBS
INMATE RADIOS – SOLAR	CLEAR WITH NO METAL	NBS
AA BATTERIES*	SINGLE BATTERY BY BULK	NBS
AAA BATTERIES*	SINGLE BATTERY BY BULK	NBS
AA BATTERIES*	DOUBLE PACK (Different brand than bulk single)	NBS
AAA BATTERIES*	DOUBLE PACK (Different brand than bulk single)	NBS

**\*Single batteries must be a different name brand than the double pack batteries.  
NBS = No Brand Specified**

**Note:** These are the minimum specifications for Inmate Commissary Items, or equal. This is not a comprehensive list of all specifications available. Bidders must submit accordingly.

**4.2 DETAILED SUBMITTAL:** Vendors **must** submit a factory detailed sheet with their bid listing the item(s) as specified above or use the pricing sheet attached in Section VI. Vendors are to include all costs associated with each detailed item on this sheet. This is to ensure all items are bid as specified.

**Note: Failure to respond to Section 4.2 may be just cause for rejection of bid.**

**Note:** Bidders need not return pages 1-13 with their response. Pages 14-18 must be returned as your official bid response along with any other information requested. If bidding electronically, you must attach required documents to your response. If you have any questions, please contact the Buyer referenced in Section 1.1 of this document before you submit your bid response.

**SECTION V VENDOR INFORMATION AND PRICING FOR BID #3378, INMATE COMMISSARY ITEMS**

*Bidders are welcome to attach additional documentation to fully address any required responses. Please clearly reference any attachments to the appropriate subsection.*

5.1 Vendor: \_\_\_\_\_

5.2 Vendor number as assigned by Knox County: \_\_\_\_\_

5.3 Street Address: \_\_\_\_\_  
City State Zip

5.4 Contact Person: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

5.5 Vendor's email address: \_\_\_\_\_

5.6 By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to Tennessee Code Annotated § 12-12-106.

Authorizing signature \_\_\_\_\_  
(Please sign original in blue ink)

Pursuant to Tennessee Code Annotated Title 12, Chapter 4, Part 1, by submission of a response to this solicitation, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint response each party thereto as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each person is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel.

Authorizing signature \_\_\_\_\_  
(Please sign original in blue ink)

5.7 Vendor's Knox County Business License Number (if applicable): \_\_\_\_\_  
*Attach a Copy of the License*

5.8 Will you accept the VISA Credit Card as payment without fees per Section 1.18?  Yes  No

5.9 Is your company in full compliance with Section 2.21, Tax Compliance?  Yes  No

5.10 Delivery Method(s): \_\_\_\_\_

5.11 Will you be able to meet the delivery schedule outlined in Section 3.15?  Yes  No

5.12 I acknowledge the receipt of: (please write "yes" if you received one)  
Addendum 1 \_\_\_\_\_ Addendum 2 \_\_\_\_\_ Addendum 3 \_\_\_\_\_ Addendum 4 \_\_\_\_\_

5.13 Do you accept the terms and conditions of the bid? YES NO YES - WITH EXCEPTION  
If you do not fully accept the terms and conditions, please note the exceptions below:

\_\_\_\_\_

Failure to include any item above or any item listed in this bid may result in the bid deemed non-responsive.

Bidders must complete the Pricing Sheet and return with their bid. If submitting electronically, bidders must attach the Pricing with their response. Bidders may include additional sheets if needed.

## 6.1 PRICING

## 6.1.1 SCHEDULE 1

ITEM	SIZE	PACKAGE	NAME BRAND	COST \$	SIZE	PACKAGE
FROOT LOOPS	1.5 OZ BAG	50 case	Kelloggs			
CHEESE PUFFS	1.5 OZ BAG	42 case	NBS			
SQUEEZE PEANUT BUTTER	SINGLE SERVE	400 case	NBS			
SQUEEZE P B/JELLY COMBO	1 OZ	Varies	Sqeezum			
MAYONNAISE	SINGLE SERVE	600 case	NBS			
MUSTARD	SINGLE SERVE	600 case	NBS			
NATURAL POPCORN BAG	.34 OZ, 144/CASE	144 case	Pop Weaver			
CARAMEL POPCORN	3.53 OZ BAG	60 case	Moon Lodge			
PRETZELS	1.5 OZ BAG	60 case	Snyder's			
PORK RINDS HOT	4 OZ BAG	60 case	NBS			
SOUR CREAM	6 OZ BAG	16 case	Moon Lodge			
WHOLE SHABANG	6 OZ BAG	16 case	Moon Lodge			
HOT HOT BBQ	6 OZ BAG	16 case	Moon Lodge			
BUFFALO BLUE CHEESE	6 OZ BAG	16 case	Moon Lodge			
MINGLES SNACK MIX	1.75 OZ BAG	12 case	General Mills			
CHEESE AND CRACKERS	1.35 OZ	12 case	Ritz			
TOASTED PEANUT BUTTER	1.38 OZ PACK	12 case	Austin			
CHEESE ON WHEAT	1.35 OZ	12 case	Lance			
RITZ CRACKERS	3.4 OZ BOX	12 case	Nabisco			
HOT PEANUTS	1.75 BAG	60 case	Nabisco			
TOASTED PEANUTS	1.75 BAG	60 case	Nabisco			
SUGAR FREE STRAWBERRY WAFERS	2.75 PACK	48 case	Zippy			
CORN FLAKE CANDY CHEWY	2.5 OZ	48 case	Old School			
CORN NUTS BBQ	1.4 OZ BAG	144 case	Old School			
CORN NUTS RANCH	1.4 OZ BAG	144 case	Old School			
CHEESE SQUEEZE JALEPENO	2 OZ PACK	180 case	Cactus Annies			
CHEESE SQUEEZE SHARP CHEDDAR	2 OZ PACK	180 case	Cactus Annies			
CHEESE BLOCK SHARP CHEDDAR	4 OZ BLOCK	48 case	City Cow			
CHEESE BLOCK HOT PEPPER	4 OZ BLOCK	48 case	City Cow			
BEEF JERKY PEPPERED	0.9 OZ BAG	48 case	Jack Links			
BEEF JERKY ORIGINAL	0.9 OZ BAG	48 case	Jack Links			
BEEF JERKY SRIRACHA	0.9 OZ BAG	48 case	Jack Links			
BEEF SUMMER SAUSAGE ORIGINAL	3 OZ	24 case	O Briens			
SPAM SINGLE POUCH	2.6 OZ PACK	24 case	Hormel			
TUNA LUNCH TO GO	2.6 OZ PACK	12 case	Starkist			
CHICKEN BREAST	4.5 OZ PACK	24 case	Brushy Creek			
FLOUR TORTILLAS PLAIN	6 COUNT, 8 OZ	48 case	NBS			
SUNFLOWER KERNELS	1/4 CUP BAG	60 case	NBS			
DILL PICKLE MILD	1 OZ SINGLE PICKLE	24 case	Titos			
DILL PICKLE KOSHER	1 OZ SINGLE PICKLE	24 case	Titos			
CHEDDAR CHEESE NOODLES	2.75 OZ CUP	60 case	NBS			
CHICKEN FLAVOR NOODLES	2.75 OZ CUP	60 case	NBS			

BEEF NOODLES	2.75 OZ CUP	60 case	NBS			
JALEPENO CHEDDAR NOODLES	2.75 OZ CUP	60 case	NBS			
CAJUN CHICKEN NOODLES	2.75 OZ CUP	60 case	NBS			
CAJUN SHRIMP NOODLES	2.75 OZ CUP	60 case	NBS			
HOT AND SPICEY BEEF NOODLES	2.75 OZ CUP	60 case	NBS			
CHOCOLATE CHIP COOKIES	2.75 OZ CUP PACK OF TWO	60 case	Zippy			
DUPLEX COOKIES	13 OZ BAG	12 case	Lil Dutch Maid			
CHOCOLATE CREAM COOKIES	13 OZ BAG	12 case	Lil Dutch Maid			
STRAWBERRY CREAM COOKIES	13 OZ BAG	12 case	Lil Dutch Maid			
PEANUT BUTTER CREAMS	13 OZ BAG	12 case	Lil Dutch Maid			
GRANOLA BAR OATS AND HONEY	0.84 OZ BAR	96 case	NBS			
GRANOLA BAR CHOCOLATE CHIP	0.84 OZ BAR	96 case	Quaker			
POP TART STRAWBERRY	3.67 OZ PACK OF TWO	72 case	Kelloggs			
OREO COOKIE	2.4 OZ PACK OF SIX	120 case	NBS			
BROWNIE FUDGE NUT	3 OZ	48 case	NBS			
BEAR CLAW	5 OZ	36 case	Zippy			
HONEY BUN ICED	6 OZ	48 case	Mrs Freshleys			
ICED CINNAMON ROLL	4 OZ	32 case	Zippy			
NUTTY BAR	2 OZ	12 box	Little Debbie			
OATMEAL CAKES	2.65 OZ	12 box	Little Debbie			
CINNAMON CAKES	4 OZ	24 box	Otis Spunkmeyer			
MARBLE CAKES	3.5 OZ	24 box	Otis Spunkmeyer			
LEMON CAKES	4 OZ	24 box	Otis Spunkmeyer			
3 MUSKETEERS	1.92 OZ BAR	36 box	NBS			
ALMOND JOY	1.61 OZ BAR	36 box	NBS			
BUTTERFINGER	1.9 OZ BAR	36 box	NBS			
BABY RUTH	2.1 OZ BAR	24 box	NBS			
HERSHEYS ALMOND	1.45 OZ BAR	36 box	NBS			
HERSHEYS PLAIN	1.55 OZ BAR	36 box	NBS			
HERSHEYS COOKIE AND CREAM	1.55 OZ BAR	36 box	NBS			
SNICKER ALMOND	1.76 OZ BAR	24 box	NBS			
MILKY WAY	1.84 OZ BAR	36 box	NBS			
M & M PLAIN	1.69 OZ BAG	48 box	NBS			
M & M PEANUT BUTTER	1.63 OZ BAG	24 box	NBS			
M & M PEANUT	1.74 OZ BAG	24 box	NBS			
NUTRAGEOUS	1.66 OZ BAR	24 box	NBS			
PAYDAY	1.85 OZ BAR	24 box	NBS			
REESES CUP	1.5 OZ PACK	36 box	NBS			
SKITTLES TROPICAL FRUIT PACK	1.86 OZ	36 box	NBS			
SNICKER	1.86 OZ BAR	48 box	NBS			
STARBURST	2.07 OZ PACK	36 box	NBS			



TWIX	1.79 OZ PACK	36 box	NBS			
ZERO	1.85 OZ BAR	24 box	NBS			
ALL STARS	3.75 OZ BAG	48 box	NBS			
SOUR FRUIT BALLS	4.25 OZ BAG	48 case	Gracey's			
ATOMIC FIIREBALLS	3.0 OZ BAG	48 case	Digby's			
BIT O HONEY	2.75 OZ BAG	48 case	Digby's			
BUTTERSCOTCH DISK	4.25 OZ BAG	48 case	Digby's			
CARAMEL CREAMS	3.25 OZ BAG	48 case	Digby's			
CINN BUTTON DISK	3.25 OZ BAG	48 case	Digby's			
JELLYBEANS	4.5 OZ BAG	48 case	Digby's			
JOLLY RANCHERS ASSORTED BITE SIZE	3.7 OZ BAG	48 case	Hershey			
LEMON DROPS	4 OZ BAG	48 case	Gracey's			
STARLIGHT MINTS	3.75 OZ BAG	48 case	Digby's			
NOW AND LATER WILD BAR	2.75 OZ BAR	144 case	NBS			
TWIZZLER STRAWBERRY	5 OZ BAG	60 case	Hershey			
AIR HEADS GREEN APPLE	.55 OZ BAR	36 case	NBS			
TOOTSIE ROLL POPS	.60 OZ	1000 box	NBS			
TOOTSIE ROLL POPS	10.125 OZ	24 box	NBS			
COFFEE	4 OZ BAG	1000 case	Maxwell House			
LIQUID CREAMER	.38 OZ	Varies	Coffeemate			
HOT CHOCOLATE	SINGLE SERVE	96 case	NBS			
HOT CHOCOLATE SINGLE SERVE SUGAR FREE	SINGLE SERVE	96 case	NBS			
TEA BAG INDIVIDUAL WRAPPED	INDIVIDUAL WRAPPED	1152 case	NBS			
TEA BAG DECAF INDIVIDUAL WRAPPED	INDIVIDUAL WRAPPED	432 case	NBS			
TEA BAG CINNAMON INDIVIDUAL WRAPPED	INDIVIDUAL WRAPPED	168 case	NBS			
ASSORTED TEA BAGS	SINGLES	108 case	NBS			
ARTIFICIAL SWEETNER	SINGLES	1200 case	Sweet and Low			
LEMONADE	SINGLES, 6 ct	120 pack	Crystal Light			
RASBERRY	SINGLES, 6 ct	120 pack	Crystal Light			
GRAPE SINGLES	SINGLES	300 case	CRUSH			
ORANGE SINGLES	SINGLES	300 case	CRUSH			
HAWAIIAN PUNCH SINGLES	SINGLES	300 case	NBS			
RANCH DRESSING	SINGLES, 1.5 OZ	84 case	Hidden Valley			
PEPSI OR EQUAL	20 OZ	24 case	Pepsi			
DIET PEPSI OR EQUAL	20 OZ	24 case	Pepsi			
MOUNTAIN DEW OR EQUAL	20 OZ	24 case	Pepsi			
DIET MOUNTAIN DEW OR EQUAL	20 OZ	24 case	Pepsi			
ORANGE CRUSH OR EQUAL	20 OZ	24 case	Pepsi			
AQUAFINA WATER OR EQUAL	20 OZ	24 case	Pepsi			
POP TARTS BROWN SUGAR CINNAMON SINGLE PACKS	SINGLE PACKS OF 6 TO BOX	6 box	Kellogg's			
GUMMI BEARS	40 OZ BAG	48 case	NBS			
RICE KRISPIE TREATS	1.3 OZ	80 case	NBS			
RAMEN NOODLES ALL FLAVORS	8 OZ. SERVINGS DISPOSABLE CUPS	Case varies	MARUCHAN			
DORITOS	1.75 OZ BAG	12 case	DORITO BRAND			

**6.1.2 SCHEDULE 2**

ITEM	SIZE	PACKAGE	NAME BRAND	COST \$	SIZE	PACKAGE
CHEWABLE ANTICID ASST FRUIT	3 PK	12 pack	TUMS			
CHERRY COUGH DROPS	9 COUNT	20 case	NBS			
MENTHOL COUGH DROPS STICK	9 COUNT	20 case	NBS			
LIP BALM	N/A	Case varies	CHAPSTICK			
TUMBLER 16 OZ CLEAR STADIUM CUP	16 OZ C	Case varies	NBS			

**6.1.3 SCHEDULE 3**

ITEM	SIZE	PACKAGE	NAME BRAND	COST \$	SIZE	PACKAGE
STEREO EAR BUDS FOR RADIOS	MUST HAVE STRAIGHT 3.5 MM PLUG, ALL PLASTIC DESIGN WITH NO METAL	each	NBS			
STEREO HEADPHONES	MUST HAVE STRAIGHT 3.5 MM PLUG, ALL PLASTIC DESIGN WITH NO METAL	each	Koss			
INMATE RADIOS	CLEAR WITH NO METAL	each	NBS			
INMATE RADIOS - SOLAR	CLEAR WITH NO METAL	each	NBS			
AA BATTERIES*	SINGLE BY BULK	Varies	NBS			
AAA BATERIES*	SINGLE BY BULK	Varies	NBS			
AA BATTERIES*	DOUBLE PACK (Different brand than bulk single)	Varies	NBS			
AAA BATTERIES*	DOUBLE PACK (Different brand than bulk single)	Varies	NBS			

\*Single batteries must be a different name brand than the double pack batteries.  
**NBS = No Brand Specified**