

The Procurement Division of Knox County Tennessee will receive sealed bids for the provision of **Food and Non-Food Items for Knox County Government** as specified herein. Bids must be received by **2:00 p.m. on March 22, 2017**. Late bids will neither be considered nor returned.

Deliver Bids To:

**Bid Number 2510
Knox County Procurement Division
Suite 100
1000 North Central Street
Knoxville, Tennessee 37917**

The Bid Envelope must show the 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 Jay Garrison, CPPB, Procurement Coordinator, at 865.215.5767. Questions may be faxed to 865.215.5778 or e-mail jay.garrison@knoxcounty.org. Information about the Knox County Procurement Division and current solicitations may be obtained on the Internet at www.knoxcounty.org/Procurement.

1.2 ACCEPTANCE: Vendors shall hold their price firm and subject to acceptance by Knox County for a period of sixty (60) 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 Bid.

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 reserves the right to make a multiple award. The evaluation criteria are listed herein. Knox County also reserves the right to not award this bid.

1.6 BID DELIVERY: Knox County requires bidders, when hand delivering bids, to time date and stamp the envelope before depositing it in the bid box. The time clock in the Procurement Division shall become the official record of time. Knox County shall not be responsible for technical difficulties experienced by vendors trying to register or submit their bid electronically less than one (1) hour prior to the bid opening time.

Solicitations 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:

Diane Woods, Administrator of Business Outreach or
Lori Holmann, Coordinator of Business Outreach at
Telephone: 865.215.5760 or 865.215.5757 Fax: 865.215.5778
Emails: diane.woods@knoxcounty.org and lori.holmann@knoxcounty.org

- 1.8 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.
- 1.9 COPIES:** Knox County requires that bids be submitted as one (1) marked original and two (2) exact copies. Bidders must also submit the Excel pricing sheet via Flash Drive with their response.
- 1.10 DESCRIPTIVE LITERATURE:** Vendors, if bidding other than specified, must clearly identify the manufacturer and the specifications, to which they are submitting. Vendors must also provide descriptive literature with their bid.
- 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 PROPOSALS:** Knox County's Purchasing Division **will not** accept electronically transmitted bids. Due to the nature of information requested, all submissions shall be in written format.
- 1.13 HOW TO DO BUSINESS:** Knox County utilizes a web-based Procurement software system, “Knox Procurement On-Line”. 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, register as a vendor in our on-line Procurement system, “Knox Procurement On-Line”, 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 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.
- 1.17 PAYMENT METHOD:** Knox County utilizes two (2) methods of placing order for products and/or services. The first is the use of Purchase Orders. These Purchase Orders will be issued from the Knox County Procurement Division via the method selected by the vendor during registration. The Purchase Order will detail the quantity, specific item(s) and the contracted price for each item.

The second method is the use of the Knox County Credit Card (Visa). Orders placed with the card will list the same information as the Purchase Order. Vendors will be given the card information and approval to process the transaction by the requesting department. Vendors must indicate in their bid response if the vendor will accept Knox County's Credit Card (VISA) as a form of payment. Bidders are prohibited to charge Knox County any type of merchant fee from their financial institution to accept this type of payment.

- 1.18 POSSESSION OF WEAPONS:** All vendors and their employees and their agents are prohibited from possessing any weapons on Knox County property without prior written consent from the County. In the case of a vendor whose Contract requires possession of firearms or other weapons to successfully complete their Contract, vendor must provide personnel who are bonded to bear said weaponry.
- 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:
- Be submitted on recycled paper
 - Not include pages of unnecessary advertising
 - 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 **March 10, 2017 @ 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.
- 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 grounds 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 opening of this bid, **ALL BIDDERS MUST** be registered with the Procurement Division. Please register on-line at our website at www.knoxcounty.org/Procurement and click on "Online Vendor Registration". Vendors must be registered with the Procurement Division **prior** to submitting their bid.
- 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:** The laws of the State of Tennessee shall govern this Contract, and all obligations of the parties are performable in Knox County, Tennessee. The Chancery Court and/or the Circuit Court of Knox County, Tennessee, shall have exclusive and concurrent jurisdiction of any disputes, which arise hereunder.
- 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 NON-DISCRIMINATION AND NON-CONFLICT STATEMENT:** Contractor agrees that no person on the grounds of handicap, age, race, color, religion, sex or national origin, 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.
- 2.16 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) Written Contract, (2) Invitation for Bid, (3) Bid, (4) Award, (5) Special Terms and Conditions, (6) General Terms and Conditions, (7) Specifications, (8) Drawings.
- 2.17 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.
- 2.18 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.
- 2.19 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.
- 2.20 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.
- 2.21 TERMINATION:** County may terminate this agreement with or without cause at anytime. 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.
- 2.22 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.

SECTION III SPECIAL TERMS AND CONDITIONS

- 3.1 INTENT:** The intent of these specifications is to set forth and convey to prospective vendors the general type and quality of Food/Non-Food items desired by various government agencies. Award is 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 services that are provided. Acceptance requires a specific written action by Knox County so stating.

3.3 ADDITIONS OR DELETIONS OF GOODS: Knox County reserves the right to add or delete goods or services as the need arises. If items are to be added, Knox County and the Contractor will arrive at a mutually agreed price.

3.4 AUDITS: Audits may be made of a vendor's cost records as follows:

- Prior to award of contract on items supported by a third party invoice or bid confirmation
- Quarterly
- At any time monthly price reviews indicate a problem might exist

The vendor shall be given notice of the intent of the agency to conduct an audit as follows:

- The date shall be scheduled a minimum of one month in advance
- A list of items and dates of price changes shall be given three (3) working days in advance

The vendor shall provide acceptable documentation as follows:

- Manufacturer's invoices
- Freight bills
- Perpetual inventory records
- Market bulletins – used for distributor manufactured items and inner company billing items, when price change occurs

Recurring or excessive pricing may result in contract termination.

3.5 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 possible total of five (5) years. Knox County reserves the right to purchase these goods 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.

3.6 BIDDER QUALIFICATIONS: Bidders must meet the minimum specifications and requirements in regards to invoicing, reporting, delivery, mark-outs, etc. Responses from bidders who do not meet the minimum requirements will not be considered

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 peculiar 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.

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 BILLING FOR AGENCIES: A separate statement for each agency will be prepared monthly. Invoices must be delivered or sent each week and statements will be forwarded no later than the third working day after the end of each month to:

Knox County Jail
Debbie Cox
400 West Main St.
L-149
Knoxville, TN 37902

Knox County Detention Facility
Debbie Cox
5001 Maloneyville Rd
Knoxville, TN 37918

Richard L. Bean Juvenile Service Center

Kay McClain
3321 Division St
Knoxville, TN 37919

Community Action Committee – Head Start

Debbie Stair
2400 Piedmont St
Knoxville, TN 37921

Statements must contain:

- Name of agency
- Total of each individual invoiced delivery for the month
- Total of all invoiced deliveries of the month
- Total of all credits from shortages or damaged products for the month

All discounts for early payment begin the date of the original invoice.

- 3.9 COOPERATIVE PURCHASING:** Vendors are to indicate whether or not it is permissible for other governments in Tennessee to purchase these items or services at the same price. Freight charges can be adjusted to reflect differences in delivery costs. Indicate any additional delivery charges or minimum orders for purchases by other entities.
- 3.10 DELIVERY:** Contractor must schedule delivery with each department. Delivery schedules may differ per department. However, it is anticipated that deliveries will be made at a minimum of one (1) time per week.
- 3.11 DELIVERY FAILURES:** Failure of a vendor to deliver within the time specified, or within reasonable time as interpreted by the participating agencies, or failure to make replacements of rejected items when so requested, immediately or as directed by the participating agencies Food Service Administrators, shall constitute authority for the participating agency to purchase in the open market items of comparable grade to replace the items rejected or not delivered. On all such purchases the vendor shall reimburse the participating agency, within a reasonable time specified by the agency, for any expense incurred in excess of the contract price.
- 3.12 DELIVERY TIME:** Bidders must state the number of business days until delivery after receipt of a signed purchase order. Bidders shall state accurate lead times as Knox County reserves the right to cancel orders with no obligation when delivery time is exceeded. Vendor must state the number of business days, not a range of days. For example, an unacceptable answer is “30-60 business days”. Vendors must be specific and state either “30 business days” or “60 business days”. If vendor states a range of days, Knox County will base their answer on the maximum number of days provided.
- 3.13 DESTINATION AND DELIVERY:** Bidders must include all destination and delivery charges in their price. **There will be no extra hidden charges.** Delivery must be “free on board” to the County department.
- 3.14 ELECTRONIC ORDERING:** If vendor has a system of electronic ordering, vendor must include details of the system with their bid. Participating agencies may order electronically.
- 3.15 EVALUATION CRITERIA:**
- | | |
|------|------------|
| Cost | 100 Points |
|------|------------|
- 3.16 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.

3.17 FOOD LAWS AND STANDARDS: All foods must be made and processed under the best possible sanitary conditions in USDA inspected plants and in strict accordance with city, state and the Natural Pure Foods Laws and Health Regulations. All food shall conform in every respect to the provisions of the Federal Food and Drug Act of June 30, 1906 and amendments there to and understood by all proposers that the food delivered must be wholesome and of the quality designated for the end consumer. All products must be of the latest pack and guaranteed top Grade A.

3.18 FORCE MAJEURE: The various agencies recognize that national and/or international occurrences, unforeseen and beyond the control of the vendor, may impact distribution costs. The discounted pricing of this bid is to be based upon known and calculated expenses; therefore should the unexpected occurrences (i.e. natural disasters, drought, etc.) happen as stated above, the vendor may request relief for the duration of said occurrence.

3.19 INCLEMENT WEATHER: During periods of inclement weather in Knox County, the Procurement Division will enact the following procedures in regards to solicitations and weather delays.

- 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 weather issues 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 inclement weather.

3.20 INSPECTION OF ITEMS DELIVERED: All items delivered must be in strict accordance with the specifications contained herein and will be subject to tests by the Food Service representatives and the Tennessee Department of Health, conducted on a random sampling basis during the life of the contract.

If requested to do so, the vendor will furnish the U.S. Department of Agriculture and Department of Interior Certificates and Certifications of grades. All costs incurred in obtaining certification will be borne by the vendor.

3.21 INSURANCE CHECKLIST: Vendors and their insurance agents must sign the attached insurance requirements form and submit it with their bid. This serves as proof that the vendor can and will obtain and maintain the insurances required for this project. Upon notification of Intent to Award, the successful vendor will be required to submit a Certificate of Insurance showing the specified coverage's and naming each participating agency as additional insured. The Certificate of Insurance must be current at all times in the Procurement office.

3.22 INVOICES: All food service accounts are payable from the agency placing the order. Each vendor must adhere to the following instructions.

All invoices MUST contain the following information:

- Name of agency
- Name of each item
- Quantity of each item
- Unit price
- Extension of each price
- Fixed Delivery Fee
- Total for all items
- Notation of shortages

Signature of authorized receiving personnel

The vendor MUST insure invoices in triplicate

The original must be sent weekly to the Food Service office of the ordering agency

One (1) left with the manager or cook

One (1) copy returned to the vendor

All cancellations and/or returns MUST be shown on invoices or pick-up tickets.

Vendors must provide a sample invoice with their response.

3.23 LINES OF COMMUNICATION: Only the Food Service Supervisor or their designee shall place orders, instruct or make requests of the successful Contractor. All communications between the participating agencies with the distributor shall be in writing with a copy to the Knox County Procurement Division. The successful Contractor must designate a representative (contact person) to deal with day-to-day problems, matters concerning the account, policy, negotiations, etc.

In addition, the successful shall appoint an account sales representative to confer with the participating Food Service representatives in matters relating to products, product substitution, mark-outs and delivery schedules.

- 3.24 MARK-OUTS:** The successful Contractor agrees that a mark-out rate of three (3) percent is the standard for measuring delivery performance. The percentage will be determined on mark-outs for shipping units by category for the participating agencies on a monthly basis.

Vendor agrees to notify a participating agency when any item is marked-out so that a delivery schedule can be agreed upon at no charge to the agency.

In the event the successful Contractor is unable to acquire a particular item for an extended period of time, the vendor's contact person will notify the Food Service Administrator and the Knox County Purchasing Division for negotiations to reorder.

The Contractor must deliver to Jay Garrison, Knox County Procurement Division, a list each month of the mark-outs for the previous month. This report must include item number, description, pack size, unit price and quantity of the marked-out item. This report must be emailed by the tenth (10th) of the month.

- 3.25 MONTHLY RECAP:** Vendor MUST furnish a monthly recap of all purchased items. The monthly recap MUST be submitted with the items listed in total descending dollar value. The recap must include monthly usage for the month and be emailed to jay.garrison@knoxcounty.org. Contractor must also furnish a copy to each department. The recap must be either in Excel format or a format that can be easily imported into Excel.

- 3.26 NEW ITEMS:** The successful Contractor agrees NOT to attempt to restrict manufacturer's marketing personnel or agents from presenting new products to the participating agency.

- 3.27 NEW MATERIAL:** Unless specified otherwise in the bid package, the bidder 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. Bidder submission of other than new materials may be cause for the rejection of their bid.

- 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 Contractor 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 ORDERING:** Orders will be issued from the participating agencies food service offices. The orders will be available by Thursday or Friday for delivery the following week. The Contractor has the option of having orders faxed or placed electronically.

- 3.31 PENALTIES FOR FAILURE TO PERFORM:** Any one or combination of penalties for failure to perform may be used.

Cost adjustment
Termination of contract
Suspension from future bidding for two years
Legal action and civil penalties
Criminal action

- 3.32 PERFORMANCE FILE:** Any complaints by the participating agencies will be in writing and copied to the Knox County Procurement Division to be included in a performance file on the successful Contractor. These complaints shall include, but not be limited to: delivery, ordering, billing problems, credit memos, discrepancies in count, weight and damaged goods. The successful Contractor shall address each of these complaints in writing with the resolution noted and send a copy to the Knox County Procurement Division via fax or email.

3.33 PRICING: The bidder(s) warrants that the fixed delivery fee stated shall remain firm for a period of twelve (12) months from the first day of the contract period. If the Contractor's price is increased after the first contract period, Knox County must be given a written notice to consider. Such a request shall include as a minimum, (1) the cause for the adjustment; (2) the amount of the change requested with documentation to support the requested adjustment. Price increases will only be considered at the renewal period(s). If the price increase is rejected the contractor may:

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

If a price increase is approved by Knox County 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. The quantities listed are for informational purposes only and in no way shall be considered a guarantee of the amounts to be ordered.

3.35 REMOVAL OF VENDORS EMPLOYEES: The successful vendor agrees to utilize only experienced responsible and capable people in the performance of the contract. Knox County or any participating agency may require that the Contractor remove from the job covered by this contract, employees who endanger persons or property or whose continued employment under this contract is inconsistent with the interest of Knox County and participating agencies.

3.36 SAMPLES: Knox County reserves the right to require a vendor to furnish samples of any item on which the vendor submits a bid, within three (3) working days after the request is made. The samples must be clearly marked "SAMPLE" with the bid number, bid item number, vendor's name and delivered to Jay Garrison at the Knox County Purchasing Division.

Samples will be evaluated to determine compliance with all major characteristics of the brand name indicated. Failure to submit the requested sample may be just cause for eliminating the vendor from further consideration for award.

3.37 SANITATION: All products specified herein shall be delivered in vehicles, which are maintained in a sanitary condition and properly refrigerated.

Vendors must be aware of the sanitation standards employed by their food processors or supplier. It is not enough that the plant be U.S.D.A. inspected, a letter is required from your food processors assuring that they are following more exacting pure standards than those allowed by the U.S. Food and Drug Administration.

Vendor's warehouses will be routinely inspected by state officials. Warehouse facilities and warehousing practices must be continuously in compliance with the U.S. Food and Drug and Cosmetics Act and the Tennessee State and local laws and regulations.

3.38 SHORTAGES AND CHANGES: Contractor must notify the participating agencies and Knox County Procurement Division of anticipated shortages, changes in pack size or discontinuance of an item.

3.39 SUBMIT QUESTIONS: Prospective bidders may submit questions concerning this solicitation until **March 10, 2017 @ 4:30 p.m.** local time. Submit questions as noted in Section 1.1.

3.40 SUBSTITUTIONS: If a Contractor is temporarily out-of-stock of a particular item, he will deliver an equal or superior product at the bid price. However, in such instances substitutions shall be labeled clearly on each invoice with a separate item code. Substitutions only exist in "emergency" situations.

Any substitutions must be approved prior to delivery by the Food Service administrator or their designee. 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.

The successful Contractor agrees that a substitution rate of 3% will be the standard for measuring performance. The percentage will be determined on substitutions for items by category for the participating agencies on a monthly basis.

Excessive substitution will constitute reason for the department representative to purchase the item from another source and remove it from the bid award list. In addition, Contractor may also be debarred from doing business with Knox County and participating agencies for a period of 24 months.

The Contractor must email to jay.garrison@knoxcounty.org, a list each month of the substitutions for the previous month. This report must include description, pack size, unit price and quantity ordered of the out-of-stock item as well as the same information on the substituted item. This report must be emailed by the 10th of the month for the previous month.

- 3.41 UNLOADING PROCEDURE:** Trucks shall be allowed to unload within a reasonable time frame. The delivery person will not be asked to stock shelves or freezers. Stock is to be placed adjacent to the appropriate storage area as designated by the manager or designee.

SECTION IV PRICING

Vendors must complete the Excel pricing sheet and submit with their bid. Bidders must list the unit price broken down into the smallest unit (per pound, per ounce, etc.) the package price (each, case, etc.), delivery fee per case, and the extended price for all items.

Knox County is requesting pricing based on the bidder's cost plus a fixed delivery fee per case. This is to ensure an equitable partnership between the County and the successful bidder due to fluctuations in cost. Pricing will be evaluated on the total item cost plus the fixed delivery fee.

The list of items on the pricing sheet is not all inclusive of the items which may be purchased by the County. The items listed are for evaluation purposes only. Quantities listed are the usage rate for December, 2016. Under this contract, Knox County will be able to purchase any and all food and non-food items offered by the successful bidder. The bidder will be required to provide quotes on an as needed basis for all items ordered by the County. The quote must include the bidder's cost, fixed delivery fee per case and the total cost to the County.

The pricing sheet is available in excel format through the County's electronic procurement system, at www.knoxcounty.org/purchasing under the "Solicitations" tab or by e-mailing Jay Garrison at jay.garrison@knoxcounty.org. The pricing sheet must be submitted via Flash Drive with the bidder's response. Any changes to the pricing sheet may be just cause for rejection of your bid and debarment from doing business with Knox County for a period of twenty-four (24) months.

Note: Bidders need not return pages 1-11 with their response.

SECTION V VENDOR INFORMATION BID 2510, FOOD/NON-FOOD FOR GOVERNMENT

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: _____

5.4 City: _____ State: _____ Zip: _____

5.5 Contact Person: _____

5.6 Telephone Number: _____

5.7 Fax Number: _____

5.8 Vendor's e-mail address: _____

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: _____

5.9 Vendor's Knox County Business License Number: _____

5.10 Will you accept payment via E-commerce card as per Section 1.17? Yes No

5.11 Will you allow cooperative purchasing as per Section 3.9? Yes No

5.12 Did you include the Insurance Checklist as per Section 3.21? Yes No

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

5.14 Do you accept the terms and conditions of the bid? YES NO YES WITH EXCEPTION
(Please circle your answer)

If you do not fully accept the terms and conditions, please note the exceptions below:

- 22. THE COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED ON ALL POLICIES EXCEPT WORKERS' COMPENSATION AND AUTO.
- 23. CERTIFICATE OF INSURANCE SHALL SHOW THE BID NUMBER AND TITLE.
- 24. OTHER INSURANCE REQUIRED _____.
- 25. THE CONTRACTOR AGREES TO SAVE, DEFEND, KEEP HARMLESS, INDEMNIFY AND PAY ON BEHALF OF THE COUNTY AND ALL OF ITS AGENTS AND EMPLOYEES (COLLECTIVELY THE COUNTY) FROM AND AGAINST ANY AND ALL CLAIMS, LOSS, DAMAGE, INJURY, COST (INCLUDING COURT COSTS AND ATTORNEY'S FEES), CHARGES, LIABILITY OR EXPOSURE, HOWEVER CAUSED, RESULTING FROM, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE CONTRACTOR'S PERFORMANCE OF THE AGREEMENT TERMS ON ITS OBLIGATIONS UNDER THE AGREEMENT.

INSURANCE AGENT'S STATEMENT AND CERTIFICATION: I HAVE REVIEWED THE ABOVE REQUIREMENTS WITH THE BIDDER NAMED BELOW.

AGENCY NAME: _____ **AUTHORIZING SIGNATURE:** _____

BIDDER'S STATEMENT AND CERTIFICATION: IF AWARDED THE CONTRACT, I WILL COMPLY WITH THE CONTRACT INSURANCE REQUIREMENTS.

BIDDER NAME: _____ AUTHORIZING SIGNATURE: _____
