The Procurement Division of Knox County, Tennessee will receive sealed bids for the provision of <u>Produce for Government</u> as specified herein. Bids must be received by **2:00 p.m.** on **February 21, 2019**. Late bids will neither be considered nor returned.

Deliver Bids To:

Bid Number 2783
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

- **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 email 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.
- **AWARD:** Award will be made to the most responsive, responsible bidder 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. The evaluation criteria are listed herein. Knox County also reserves the right to not award this bid.
- **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 <u>sealed</u> 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.
- **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 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

Telephone: 865.215.5760

Emails: diane.woods@knoxcountv.org

Fax: 865.215.5778

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Lori Holmann, Coordinator of Business Outreach 865.215.5757 lori.holmann@knoxcounty.org

- 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. No copies are needed with an electronic bid response.
- **1.10 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.
- **1.11 DELIVERY:** Vendors must state the delivery time in their bids. Knox County requires that vendors deliver all products "free on board" destination.
- **1.12 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
- **1.13 ELECTRONIC TRANSMISSION OF BIDS:** Due to the nature of this solicitation, Knox County's Procurement Division will **not** accept electronically transmitted bids through the County's online Procurement system. Facsimile submission is strictly prohibited.
- 1.14 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 online Procurement system, "Knox Procurement Online", 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.
- **1.15 INCURRED COSTS:** Knox County will not be responsible for any costs incurred by the bidder in the preparation of their bid.
- 1.16 MULTIPLE BIDS: Knox County will consider multiple bids that meet specifications.
- **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 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, and the most cost effective 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.

- 1.19 <u>POSSESSION OF WEAPONS:</u> 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.
- **1.20** PROCESSING TIME FOR PAYMENT: Vendors are advised that a minimum of thirty (30) days is required to process invoices for payment when the Purchase Order method is used.
- **1.21 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.
- **1.22 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:
 - 1.22.1 Be submitted on recycled paper
 - 1.22.2 Not include pages of unnecessary advertising
 - 1.22.3 Be made on both sides of each sheet of paper
- 1.23 <u>RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS:</u> 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 12, 2019 @ 4:30 p.m.** local time. These requirements also apply to specifications that are ambiguous.
- 1.24 <u>SIGNING OF BIDS:</u> 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.
- **1.25 TAXES:** Knox County purchases are not subject to taxation. Tax exemption certificates will be provided upon request.
- 1.26 <u>TITLE VI OF THE 1964 CIVIL RIGHTS ACT:</u> "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.
- **1.27 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.
- 1.28 <u>VENDOR DEFAULT:</u> 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.
- 1.29 <u>VENDOR REGISTRATION:</u> 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.

1.30 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.
- **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 <u>COMPLIANCE WITH ALL LAWS:</u> 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 <u>DEFAULT:</u> 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 <u>INSPECTION AND ACCEPTANCE:</u> 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.
- **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) Item Description, (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.
- **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.
- **TERMINATION:** County may terminate this agreement with or without cause at any time. 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 <u>SCOPE OF WORK:</u> This solicitation is to convey to vendors the quality and type of Produce required by Knox County. Award will be based on Best Value. Best Value means more than low cost. It includes initial cost, service quality and other factors detailed herein.
- **3.2** 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.
- 3.3 <u>AWARD LENGTH:</u> 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.
- **3.4 BACKGROUND CHECKS:** A Knox County Sheriff's Office background check may be a requirement for all employees of the vendor's staff providing services to the Knox County Sheriff's Office. Certain felony convictions will prohibit individuals from servicing this department.

The successful vendor will be required to submit a list of all employees that will be servicing the Knox County Sheriff's Office account. This list must be kept current and include the full name, current address, social security number, driver's license number and phone number of each employee. All associated cost for background checks will be the responsibility of Knox County.

BILLING: A statement for Knox County will be prepared monthly. Accounts will close on the last day of the month. Invoices must be delivered or sent each week and statements will be forwarded no later than the three (3) business days after the end of each month to each department.

Each statement must contain the following:

- Name of department
- Total of each individual invoiced delivery for the month
- Total of all invoiced deliveries for the month
- Total of all credits from shortages or damaged products for the month
- 3.6 <u>COOPERATIVE PROCUREMENT:</u> 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.
- **3.7 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.
- 3.8 <u>DELIVERY FAILURES:</u> Failure of a vendor to deliver within the time specified, or within a reasonable time as interpreted by Knox County, or failure to make replacements of rejected items when so requested, immediately or as directed by Knox County, shall constitute authority for Knox County 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 Knox County, within a reasonable time specified by Knox County, for any expense incurred in excess of the contract price.
- 3.9 <u>DESTINATION AND DELIVERY:</u> Bidders must include all destination and delivery charges in their price. There will be no extra hidden charges. Delivery must be "free on board" (FOB) to the Knox County Department.

3.10 EVALUATION CRITERIA: Each schedule will be evaluated separately using the following evaluation criteria. Please reference Section 3.18, for minimum requirements, to be considered for cost evaluation.

Cost 80 points Capacity to Provide Commodities 20 Points

- Quality control program(s) in place to ensure freshness and ripeness of produce
- Access to local, regional and national producers
- References
- 3.11 <u>EVALUATION REVIEW:</u> Knox County reserves the right to use all pertinent information (also learned from sources other than disclosed in the IFB process) that might affect the County's judgment as to the appropriateness of an award to the best evaluated vendor. 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 a part of the evaluation file. Knox County shall have the 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 which is in the best interest of Knox County.
- **3.12 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.
- 3.13 <u>INSPECTION OF ITEMS DELIVERED:</u> All items delivered are subject to inspection by Knox County and may also 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 must furnish the U.S. Department of Agriculture and Department of Interior Certificates of grades. All costs incurred in obtaining certification will be borne by the vendor.

- 3.14 <u>INSURANCE CHECKLIST:</u> 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 insurance coverage required for this project. Upon notification of the Intent to Award, the successful vendor will be required to submit a Certificate of Insurance showing the specified coverage and naming Knox County as additional insured.
- **3.15 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.
- **3.16 INVOICES:** All invoices are payable from the individual Knox County department. The vendor must adhere to the following instructions:

All invoices MUST contain the following information:

- Name of department delivered to
- Name of each item
- Quantity of each item
- Unit price
- Extension of unit price
- Total for each item
- Notation of shortages
- Notation of mark-outs

- Notation of substitutions
- Readable signature of authorized receiving personnel

The department representative shall prepare the credit memos for all irregularities, which both they and the driver will sign. Credit memos are to be prepared and distributed as above. All cancellations and/or returns MUST be shown on invoices or pick-up tickets, prepared and distributed as above.

- 3.17 <u>INVOICING:</u> Mail invoices to the appropriate department. Each department or division of Knox County Government is responsible for its own budget. Departments cannot charge or pay bills for another department. Therefore, it is critical that your business have separate accounts for each department or division that desires to purchase from you.
 - 3.17.1 Submit one original invoice and one exact copy.
 - 3.17.2 Invoices are not to be lump sum but rather detail each item charged.
 - 3.17.3 Invoices are to be detailed as to what each transaction represents. For instance, the phrase, "billing adjustment" is not acceptable. Line items must be explained.
 - 3.17.4 Invoices are to be original, uniquely pre-numbered and white. If possible the phrase "Prices are in Accordance with the term bid structure" will appear on the invoice.

If a complete invoice, submitted in accordance with these guidelines, remains unpaid after thirty (30) days, please contact the appropriate department to determine its status.

Knox County Jail

Cpl. Stephen Myers 400 West Main St. L-149 Knoxville, TN 37902

Roger D. Wilson Detention Facility

Cpl. Stephen Myers 5001 Maloneyville Rd Knoxville, TN 37918

Richard L. Bean Juvenile Service Center

Kay McClain 3321 Division St Knoxville, TN 37919

Mobile Meals Kitchen

Karen Estes 1747 Reynolds St Knoxville, TN 37921

Community Action Committee - Head Start

James Rose 2400 Piedmont St Knoxville, TN 37921

- *NOTE: The Community Action Committee has multiple locations for Head Start. The Contractor will be required to submit invoices for each location to James Rose.
- *NOTE: Vendor must provide a sample of an invoice with their bid. Failure to provide a sample invoice may be just cause for rejection of bid.
- 3.18 <u>LICENSE REQUIREMENTS:</u> All vendors doing business in Knox County are required to be licensed in accordance with the business license regulations of Knox County, Tennessee. Wholesale and retail merchants without a location in Knox County are exempt from this requirement. A copy of the license must be included with the bid, if applicable.

3.19 LINES OF COMMUNICATION: Only the department representative shall instruct or make requests of the successful Contractor. All communications relating to bid pricing between the Knox County department and the vendor shall be in writing with a copy to the Knox County Procurement Division representative. The successful Contractor must designate a representative (contact person) to facilitate day-to-day problems, matters concerning the program, policy, negotiations, etc. In addition, the successful Contractor shall appoint an account sales representative to confer with the department representative in matters pertaining to products, product mark-outs and delivery schedules.

3.20 MINIMUM REQUIREMENTS TO PARTICIPATE IN THIS SOLICITATION:

- Minimum five (5) years experience supplying similar product/commodities and services to local governments similar in size to Knox County
- Must have a order fill rate of 97% or greater

Prior to award of this bid, Knox County will require the apparent successful bidder to provide proof of their ability to meet the aforementioned minimum requirements.

- 3.21 MONTHLY USAGE RECAP: Vendor must furnish a monthly recap of all purchased items. The recap must be submitted with the items in descending dollar order. The recap must include quantity bought, item number, description, unit price and extension of unit price. This monthly recap must be sent to the Knox County department representative and all recaps for each department must be emailed to the Knox County Procurement Division (jay.garrison@knoxcounty.org). Only Microsoft Excel or a format that can be imported into Excel will be accepted by Knox County Procurement Division. Failure to send these reports may result in termination of the Contract.
- **NO CONTACT POLICY:** After the date and time the vendor receives this solicitation, any contact initiated by any vendor with any Knox County representative, other that the Knox County Procurement Division representative listed herein, concerning this Invitation for Bid is strictly prohibited. Any such unauthorized contact may cause the disqualification of the vendor from this procurement transaction. Vendors may be required to sign an affidavit to this policy.
- 3.23 NUTRITIONAL INFORMATION: Vendor must provide nutritional information upon request.
- 3.24 <u>OPEN RECORDS ACT:</u> Knox County is subject to the Tennessee Open Records Act 10-7-503 et seq. Proposers are cautioned that all documents submitted on behalf of this Request for Proposal shall be open to the public for viewing and inspection and Knox County will comply with all legitimate requests.
- **3.25 PENALTIES FOR FAILURE TO PERFORM:** Any one or combination of penalties for failure to perform may be used:
 - · Payment for items bought from other sources
 - Termination of Contract
 - Suspension from future business
 - Legal action and civil penalties
 - Criminal action
- **3.26 PERFORMANCE FILE:** Unit prices shall remain constant for one (1) week. Vendor must e-mail price changes to using department representatives, by Friday of each week for the following week.
- 3.27 PRICING: Knox County is requesting pricing based on a cost plus markup basis. Bidders must state their cost plus a percentage markup for the items listed. Pricing shall be based off of the bidder's cost for the week of February 11th through February 15th, 2019. In order to verify pricing, Knox County reserves the right throughout the contract period to request copies of the vendor's invoices detailing their costs. Failure to provide the invoices and/or repeated instances in which the vendor's cost plus the stated markup do not match the County's costs will be just cause to terminate the contract. The successful bidder will be required to keep invoices on file for a period of three (3) years after contract expiration, either by the completion of all contract terms and renewals or by cancellation by the County or Contractor.

- **3.28 QUALITY CONTROL PROGRAM:** Bidders must detail, in narrative form, their process for ensuring the quality of the product being delivered as well as the steps that will be taken to remedy any quality issues.
- 3.29 QUANTITIES SHOWN: The quantities shown in this IFB represent the best estimates that Knox County requires supporting their current programs. The quantities to be purchased may vary depending upon internal changes. Knox County does not assume or accept responsibility to purchase the total quantities listed. Knox County reserves the right to purchase more or less of specified amounts. Quantities shown shall not be construed to represent any amount which Knox County shall be obligated to purchase under this Contract, or relieve the vendor of his/her obligation to fill all orders placed by the County. No bid will be considered which stipulates that Knox County shall guarantee to order a specific quantity of any item.
- 3.30 <u>REFERENCES:</u> The vendor must provide with their submittal three (3) references of similar work completed in last three (3) years. Bidders must submit references on the attached Reference Check Form. Failure to provide references in the format requested will be considered during evaluation and may be just cause for rejection of the bid.
- 3.31 <u>REMOVAL OF VENDORS EMPLOYEES:</u> The successful Contractor agrees to utilize only experienced responsible and capable people in the performance of this contract. Knox County may require that the vendor remove from the job covered under this Contract any employee whose actions are not in the best interest of Knox County.
- **3.32 SANITATION:** All products specified herein must be delivered in vehicles which are maintained in a sanitary condition and properly refrigerated (33-40 degrees F). Knox County reserves the right to reject the use of any equipment by the vendor if it is not in a clean, sanitary condition suitable for the transport of food items.

Participating departments follow the principals of HACCP (Hazard Analysis Critical Control Point) in accepting all deliveries. Therefore, upon delivery temperatures of products may be taken and recorded and overall product condition will be inspected in accordance with the departments' Safety Plan.

Vendors must be aware of the sanitation standards employed by their food suppliers.

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

3.33 UNLOADING PRACTICES: Trucks will be allowed to be unloaded within a reasonable time frame, but are asked not to unload during times specified by the using department.

SECTION IV GENERAL PRODUCT SPECIFICATIONS

- **4.1** Fresh fruits and vegetables must be U.S. Grade A or U.S. Fancy. The condition of the product at the time of delivery must meet the requirements of the grade specified.
- **4.2** Prices must be quoted as noted on the attached produce specification sheet.
- 4.3 All pre-cut produce shall have a minimum of seven (7) day shelf life remaining upon receipt at the location.
- **4.4** Produce must be well-trimmed and show no signs of discolor or wilt.
- 4.5 Fruit and vegetables which do not adhere to the general specifications that are refused within 24 hours of delivery must be picked up within 72 hours or the department has the right to destroy and write a credit. Rejected items are to be picked up at the vendor's expense.
- 4.6 The vendor will accept the liability for the expense of goods delivered damaged, goods lost during delivery, goods damaged due to unscheduled deliveries, or any other damage to participating locations incurred by the vendor's employees.
- **4.7** Stock is to be placed adjacent to the appropriate storage area or area designated by the department contact.

4.8	Produce left on the loading dock will be rejected and vendor is liable for the product.					
4.9	Bidders must detail, in narrative form, their access to suppliers on a local, regional and national level.					
	Bidders need not return pages 1-10 with their response.					

SECTION V VENDOR INFORMATION FOR BID 2783, PRODUCE FOR GOVERNMENT

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PRODUCE							
Description	Packed	Estimated Usage	Brand Proposed	Stock Number	Bidder's Unit Price (2/11 – 2/15)	Percentage Markup	Total Extended Price
Apple, Golden Delicious	110-113 Count	197					
Apple, Granny Smith	125 Count	94					
Apple, Red Delicious	100-113 Count	2237					
Apple, Red Delicious	80-88 Count	9					
Apple, Red Delicious	125-138 Count	7					
Apple, Red Rome	88 Count	50					
Banana	10 lb.	9					
Banana, Green Tip	10 lb.	32					
Banana, Green Tip	40 lb.	896					
Broccoli	14 Count	54					
Broccoli Crown	20 lb.	4					
Broccoli Floret	4/3 lb.	200					
Cabbage Box	50 lb.	240					
Cabbage, Red	5 lb.	3					
Cabbage, Shredded, Separate Color	4/5 lb.	29					
Carrot	5 lb.	2					
	Apple, Golden Delicious Apple, Granny Smith Apple, Red Delicious Apple, Red Delicious Apple, Red Delicious Apple, Red Rome Banana Banana, Green Tip Broccoli Crown Broccoli Floret Cabbage Box Cabbage, Red Cabbage, Shredded, Separate Color	Apple, Golden Delicious Count Apple, Granny Smith 125 Count Apple, Red 100-113 Count Apple, Red B0-88 Count Apple, Red Delicious Count Apple, Red 125-138 Count Apple, Red Rome 88 Count Banana 10 lb. Banana, Green Tip 40 lb. Broccoli 14 Count Broccoli Crown 20 lb. Broccoli Floret 4/3 lb. Cabbage Box 50 lb. Cabbage, Red 5 lb. Cabbage, Shredded, Separate Color	Apple, Golden Delicious 110-113 197 Apple, Granny Smith 125 2237 Apple, Red Delicious 2237 Apple, Red Delicious 125-138 7 Apple, Red Delicious 100-113 7 Apple, Red Delicious 7 Apple, Red Banana 10 lb. 9 Banana, Green Tip 10 lb. 32 Banana, Green Tip 40 lb. 896 Broccoli 14 Count 54 Broccoli 20 lb. 4 Broccoli Floret 4/3 lb. 200 Cabbage, Red 5 lb. 3 Cabbage, Shredded, Separate Color 4/5 lb. 29	Description Packed Estimated Usage Proposed Apple, Golden Delicious Count 197 Apple, Granny Smith 225 Apple, Red Delicious 2237 Apple, Red Delicious Count 9 Apple, Red Delicious 50 Apple, Red Delicious 50 Apple, Red Delicious 50 Banana 10 lb. 9 Banana, Green 10 lb. 32 Banana, Green 10 lb. 32 Broccoli 14 Count 54 Broccoli 20 lb. 4 Broccoli Floret 4/3 lb. 200 Cabbage, Red 5 lb. 3 Cabbage, Red Cabbage, Shredded, Spredded, Spredded, Spredded, Spredded, Shredded, Shr	DescriptionPackedEstimated UsageBrand ProposedStock NumberApple, Golden Delicious110-113 Count197Apple, Granny Smith125 Count94Apple, Red Delicious100-113 Count2237Apple, Red Delicious80-88 Count9Apple, Red Delicious125-138 Count7Apple, Red Rome88 Count50Banana10 lb.9Banana, Green Tip10 lb.32Broccoli14 Count54Broccoli Floret4/3 lb.200Cabbage Box50 lb.240Cabbage, Red Shredded, Separate Color4/5 lb.29	Description Packed Estimated Usage Brand Proposed Number Stock Number (2/11 - 2/15) Bidder's Unit Price (2/11 - 2/15) Apple, Golden Delicious 110-113 Count 197 Apple, Granny Smith 125 Count 94 Apple, Red Delicious 100-113 Count 2237 Apple, Red Delicious 125-138 Count 7 Apple, Red Delicious 88 Count 50 Banana 10 lb. 9 Banana, Green Tip 10 lb. 32 Broccoli 14 Count 54 Broccoli Floret 4/3 lb. 200 Cabbage Box 50 lb. 240 Cabbage, Shredded, Separate Color 4/5 lb. 29	Description Packed Estimated Usage Brand Proposed Stock Number Bidder's Unit Price (2/11 - 2/15) Percentage Markup Apple, Golden Delicious 110-113 Count 197 Apple, Granny Smith 200 94 Apple, Red Delicious 80-88 Count 9 Apple, Red Delicious 125-138 Count 7 Apple, Red Rome 88 Count 50 Banana 10 lb. 9 Banana, Green Tip 40 lb. 896

	Description	Packed	Estimated Usage	Brand Proposed	Stock Number	Bidder's Unit Price (2/11 – 2/15)	Percentage Markup	Total Extended Price
17	Carrot Stix	2/5 lb.	90					
18	Carrot Stix	5 lb.	46					
19	Carrot, Jumbo	25 lb.	60					
20	Carrot, Shredded	2/3 lb.	14					
21	Cauliflower, Floret	2/3 lb.	75					
22	Cauliflower	12 Count	53					
23	Celery	24-36 Count	41					
24	Celery	6 Count	16					
25	Celery Stix	2/5 lb.	40					
26	Celery Stix	5 lb.	22					
27	Coleslaw, Kit	13.5 lb.	25					
28	Coleslaw, Shredded	9.5 lb.	2					
29	Cucumber	5 lb.	282					
30	Eggs, Large Grade AA	30 Dozen	3941					
31	Grape, White, Seedless	18 lb.	1					
32	Grapes, Red, Seedless	19 lb.	148					

	Description	Packed	Estimated Usage	Brand Proposed	Stock Number	Bidder's Unit Price (2/11 – 2/15)	Percentage Markup	Total Extended Price
33	Honeydew	6 count	61					
34	Kiwi	36 count	6					
35	Lemon, 165 count	10 lb.	17					
36	Lettuce, 1/8 shredded	4/5 lb.	126					
37	Lettuce, Iceberg, Palletized	24 count	262					
38	Lettuce, Romaine, Sleeved	24 count	12					
39	Lettuce, Romaine, Wash and Trim	2/5 lb.	1					
40	Mushroom, Sliced ¼	5 lb.	29					
41	Onion, Green	4/2 lb.	26					
42	Onion, Red	5 lb.	3					
43	Onion, Yellow	5 lb.	144					
44	Onion, Yellow	50 lb.	49					
45	Onion, Yellow	30 lb.	31					
46	Onion, Yellow, Jumbo	50 lb.	11					
47	Oranges	113 count	2168					
48	Parsley, Curley	6 count	1					
49	Peas, Snow	5 lb.	5					

	Description	Packed	Estimated Usage	Brand Proposed	Stock Number	Bidder's Unit Price (2/11 – 2/15)	Percentage Markup	Total Extended Price
50	Pepper, Green	5 lb.	179					
51	Pepper, Green	25 lb.	48					
52	Pepper, Red	25 lb.	6					
53	Pepper, Red	1 lb.	3					
54	Pepper, Red	5 lb.	1					
55	Pepper, Yellow	5 lb.	1					
56	Pineapple	5-7 count	11					
57	Potatoes, 100 count	50 lb.	34					
58	Potatoes, 50 count	50 lb.	1					
59	Potatoes, 80 count	50 lb.	207					
60	Potatoes, 90 count	50 lb.	94					
61	Potatoes, Sweet, Jumbo	40 lb.	84					
62	Radish, Red	14/1 lb.	9					
63	Salad Mix	4/5 lb.	185					
64	Salad, Fruit	24 lb.	8					
65	Salad, Fruit, Cut	8 lb.	13					
66	Spinach, Baby	2/2 lb.	4					

	Description	Packed	Estimated Usage	Brand Proposed	Stock Number	Bidder's Unit Price (2/11 – 2/15)	Percentage Markup	Total Extended Price
67	Spinach, Stemless	4/2.5 lb.	5					
68	Squash, Yellow	20 lb.	7					
69	Squash, Zucchini	½ Bushel	14					
70	Strawberries	2/4 lb.	16					
71	Tangerine	100 count	52					
72	Tomato, 6x5	10 lb.	1					
73	Tomatoes, #1, 5x6	25 lb.	184					
74	Tomatoes, 5x6	20 lb.	228					
75	Tomatoes, Bulk	25 lb.	84					
76	Tomatoes, Cherry	12 pint	50					
77	Watermelon	1 count	85					
	TOTAL							

The items listed are for informational and evaluation purposes only and are in no way to be construed as a guarantee that these amounts will be ordered. Items will be ordered on an as needed basis. The County may also purchase higher quantities than those listed. Reference Section 3.24.

During the term of this contract, the County may also purchase items not listed above. Using departments may request quotes for other produce items.

KNOX COUNTY PROCUREMENT DIVISION INSURANCE CHECKLIST BID NUMBER 2783

THE CERTIFICATE OF INSURANCE MUST SHOW ALL COVERAGES & ENDORSEMENTS WITH "YES" AND ITEMS 20 TO 25.

REQUIRED:	NUMBER	TYPE OF COVERAGE					COVERAGE LIM	ITS
YES	1.	WORKERS COMPE	ENSATION	STATUTORY LIMITS OF TENN	NESSEE			
YES	2.	EMPLOYERS LIAB	ILITY			\$100,000 PER ACCIDENT \$100.000 PER DISEASE \$500.000 DISEASE POLICY LIM	шт	
YES	3.	AUTOMOBILE LIABILITY X ANY AUTO- SYMBOL (1)					COMBINE SINGLE LIMIT (Per -Accident) BODY INJURY (Per -Person) BODY INJURY (Per-Accident) PROPERTY DAMAGE (Per-Accident	\$1,000,000
YES	4.	COMMERCIAL GE	NERAL LIABILIT	Y				LIMITS
		CLAIM MAD	E	X	occi	JR	EACH OCCURRENCE	\$ 1,000,000
							FIRE LEGAL LIABILITY	\$ 100,000
				MED EXP (Per person)	\$ 5,000			
		GEN'L AGGREGAT	PROJECT	LO			PERSONAL & ADV INJURY GENERAL AGGREGATE	\$ 1,000,000 \$ 2,000,000
							PRODUCTS-COMPLETED OPERATIONS/AGG REGATE	\$ 2,000,000
YES	5.	PREMISES/OPERA	TIONS				\$1,000,000 CSL BI/PD EACH OC \$2,000,000 ANNUAL AGGREGA	
YES	6.	INDEPENDENT CO	NTRACTOR				\$1,000,000 CSL BI/PD EACH OC \$1,000,000 ANNUAL AGGREGA	
YES	7.	CONTRACTUAL LI (MUST BE SHOWN		E)			\$1,000,000 CSL BI/PD EACH OC \$1,000,000 ANNUAL AGGREGA	
YES	8.	NOT TO BE EXCLUDED XCU COVERAGE						
YES	9.	UMBRELLA LIABILITY COVERAGE \$1,000,000.00						
***	10	PROFESSIONAL LI	ABILITY					
NO NO NO NO	10.		ARCHITECTS & ENGINEERS ASBESTOS & REMOVAL LIABILITY \$1,000,000 PER OCCURRENCE/CLAIM \$2,000,000 PER OCCURRENCE/CLAIM \$1,000,000 PER OCCURRENCE/CLAIM \$1,000,000 PER OCCURRENCE/CLAIM					CLAIM CLAIM
MEDICAL MALPRACTICE								
		MEDICAL P	ROFESSIONAL LI	ABILITY				
NO	11.	MISCELLANEOUS	E & O				\$500,000 PER OCCURRENCE/C	LAIM

NO	12.	MOTOR CARRIER ACT ENDORSEMENT	\$1,000,000 BI/PD EACH OCCURRENCE UNINSURED MOTORIST (MCS-90)
NO	13.	MOTOR CARGO INSURANCE	
NO	14.	GARAGE LIABILITY	\$1,000,000 BODILY INJURY, PROPERTY DAMAGE PER OCCURRENCE
NO	15.	GARAGEKEEPER'S LIABILITY	\$500,000 COMPREHENSIVE \$500,000 COLLISION
NO	16.	INLAND MARINE BAILEE'S INSURANCE	\$
NO	17.	DISHONESTY BOND	\$
NO	18.	BUILDERS RISK	PROVIDE COVERAGE IN THE FULL AMOUNT OF THE CONTRACT UNLESS PROVIDED BY OWNER.
NO	19.	USL&H	FEDERAL STATUTORY LIMITS

20. CARRIER RATING SHALL BE BEST'S RATING OF A-VII OR BETTER OR ITS EQUIVALENT.

BIDDER NAME:

21. NOTICE OF CANCELLATION, NON-RENEWABLE OR MATERIAL CHANGES IN COVERAGE SHALL BE PROVIDED TO COUNTY AT LEAST 30 DAYS PRIOR TO ACTION. THE WORDS "ENDEAVOR TO" AND "BUT FAILURE TO" (TO END OF SENTENCE) ARE TO BE ELIMINATED FROM THE NOTICE OF CANCELLATION PROVISION ON STANDARD ACCORD CERTIFICATES.

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.
INSURA	NCE AGENT'S STATEMENT AND CERTIFICATION: I HAVE REVIEWED THE ABOVE REQUIREMENTS WITH THE BIDDER NAMED BELOW.
AGENCY	V NAME:AUTHORIZING SIGNATURE:
	'S STATEMENT AND CERTIFICATION: IF AWARDED THE CONTRACT, I WILL COMPLY WITH THE CONTRACT INSURANCE EMENTS.

AUTHORIZING SIGNATURE:

Bidders shall submit a list of three (3) projects of similar size which have been in service for at least one year. Each vendor is responsible for obtaining approval to submit and confirming the contact information provided for each reference. Knox County will not be responsible for gathering additional information for references that are incomplete or incorrect. References checks will be sent via e-mail only. Reference Forms that cannot be delivered with the contact information listed, not returned prior to the deadline listed on the form, or not returned at all will be scored accordingly.					
REFERENCE #1					
Name of Firm:					
Address:					
Contact Person:					
Contact Person Telephone:	E-mail (required):				
Nature of Contract:					
Contract Start Date: Contract	End Date:				
REFERENCE #2					
Name of Firm:					
Address:					
Contact Person:					
Contact Person Telephone:	E-mail (required):				
Nature of Contract:					
Contract Start Date: Contract	End Date:				
REFERENCE #3					
Name of Firm:					
Address:					
Contact Person:					
Contact Person Telephone: E-	mail (Required):				
Nature of Contract:					
Contract Start Date: Contract	End Date:				

REFERENCES OF SIMILAR ACCOUNTS Bidder: