

The Procurement Division of Knox County, Tennessee will receive sealed bids for the provision of **Beverage Dispensing Systems and Syrups** as specified herein. Bids must be received by **2:00 p.m.** local time on **July 7, 2022**. Late bids will be neither considered nor returned.

**Deliver Bids to:**

**Bid Number 3277  
Knox County Procurement Division  
Suite 100, 1000 North Central Street  
Knoxville, Tennessee 37917**

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

**SECTION I GENERAL TERMS AND CONDITIONS**

- 1.1 **ADDITIONAL INFORMATION:** Knox County wants requests for additional information routed to Donnie Fawver CPPB, Senior Buyer, Construction and Contract Specialist at 865.215.5767. Questions may be faxed to 865.215.5778 or emailed to [donnie.fawver@knoxcounty.org](mailto:donnie.fawver@knoxcounty.org) Information about the Knox County Procurement Division and current solicitations may be obtained on the Internet at [www.knoxcounty.org/procurement](http://www.knoxcounty.org/procurement).
- 1.2 **ACCEPTANCE:** Vendors shall hold their price firm and subject to acceptance by Knox County for a period of 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 (IFB).
- 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 Purchasing Regulations.**
- 1.5 **AWARD:** Award will be made to the most responsive, responsible bidder meeting specifications, which presents the product 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 by line basis, schedule basis or multiple award. The evaluation criteria is listed in herein. Knox County also reserves the right to not award this bid.
- 1.6 **BID DELIVERY:** Knox County is currently undergoing a software upgrade and is currently unable to accept electronic submission of bids. All bids **must** be submitted in hard copy format to the address listed in the solicitation. Knox County requires bidders, when hand delivering bids, to time and date 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 will not be responsible for any lost or misdirected mail sent by common carrier, nor will Knox County be responsible for proposals delivered to addresses other than the delivery address specified at the top of this solicitation.
- 1.7 **BIDS REQUESTED ON BRANDS OR EQUAL:** Unit price bids are requested on products that equal or exceed the quality and performance of the brands and model numbers listed. References to brand names, trade names, model numbers or other descriptions particular to specific brand products are made to establish a required level of quality and functional capabilities, and are not intended to exclude other products of that level. Comparable products of other manufacturers will be considered if proof of comparability is contained in the bid. 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 bid.

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

Knox County is committed to ensuring full and equitable participation for all disadvantaged businesses. Knox County welcomes submittals from those disadvantaged businesses that have an interest in providing goods and/or services listed herein. In addition, Knox County strongly encourages the inclusion of disadvantaged businesses by non-disadvantaged contractors who may wish to partner or subcontract portions of this agreement in order to accomplish the successful delivery of goods and/or services. If you are a disadvantaged business and would like additional information about our Business Outreach Program, please contact:

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

- 1.9 CONFLICT OF INTEREST:** Vendors must have read and complied with the “Non-Conflict of Interest” statement provided in the vendor registration process prior to the opening of this solicitation.
- 1.10 DECLARATIVE STATEMENTS:** Any statement or words (i.e.: must, shall, will etc.) are declarative statements and the vendor must comply with the condition. Failure to comply with any such condition may result in the bid being non-responsive and disqualified.
- 1.11 DELIVERY:** Vendors must state the delivery time in their bid. Knox County requires that vendors deliver all products “free on board” to final destination.
- 1.12 DESCRIPTIVE LITERATURE:** Vendors are to clearly identify the manufacturer and the specifications to which they are submitting. Vendors must provide descriptive literature with their bid.
- 1.13 DUPLICATE COPIES:** Knox County requires that bids be submitted as one (1) marked original and one (1) exact copy. No additional copies are required when submitting electronically.
- 1.14 ELECTRONIC TRANSMISSION OF BIDS:** Knox County's Procurement Division will not accept electronically transmitted bids through the county's online Procurement system. Facsimile & email submission is strictly prohibited.
- 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 NEW MATERIAL:** Unless specified otherwise in the bid package, the Contractor must provide new supplies. New, as used in this clause, means previously unused materials. Material includes but is not limited to, raw material, parts, items, components and end products. Contractor submission of other than new materials may be cause for the rejection of their bid.
- 1.18 NON-COLLUSION:** Vendors, by submitting a signed bid or proposal, certify that the accompanying bid or proposal 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.
- 1.19 PAYMENT METHOD:** Knox County utilizes two (2) methods of placing orders for products. The first is the use of Purchase Orders. These Purchase Orders will be issued from 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 E-Commerce Card (VISA). Orders placed with the credit card will list the same information as the Purchase Order. Vendors will be given the card information and approval to process the transactions by the requesting department. Vendors must indicate in their bid response if the vendor will accept the Knox County E-Commerce 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.

- 1.20 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.
- 1.21 PROCESSING TIME FOR PAYMENT:** Vendors are advised that a minimum of thirty (30) days is required to process invoices for payment.
- 1.22 RECYCLING:** Knox County, in its continuing efforts to lessen the amount of landfill waste and to further recycling efforts, request that bids are sent electronically. 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
- 1.23 REMANUFACTURED EQUIPMENT:** Vendors are advised that remanufactured or refurbished equipment will not be accepted for this bid.
- 1.24 RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS:** It is the responsibility of the prospective bidder to review the entire Invitation for Bids (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 **June 24, 2022 at 4:30 p.m.** local time. These requirements also apply to specifications that are ambiguous.
- 1.25 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 term and conditions stated in the bid document. The submission of your electronic bid will be the acknowledgement of signature.
- 1.26 SUBCONTRACTING:** Knox County will award this bid to one vendor. The successful vendor may not subcontract the award without the written consent of Knox County's Procurement Division.
- 1.27 TAXES:** Knox County purchases are not subject to taxation. Tax exemption certificates will be provided upon request.
- 1.28 TERM AGREEMENT:** If this bid results in a term contract with the vendor, Knox County must receive all general price decreases that other customers receive.
- 1.29 TITLE VI OF THE 1964 CIVIL RIGHTS ACT:** "Nondiscrimination in Federally Assisted Programs"—"No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." 42 U.S.C. Section 2000 et seq.

It is the policy of Knox County Government that all its services and activities be administered in conformance with the requirements of Title VI.

- 1.30 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.
- 1.31 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 bidders list for twenty-four (24) months.

- 1.32 **VENDOR REGISTRATION:** Prior to the opening of this bid, ***ALL BIDDERS MUST*** be registered with the Procurement Division. If you are not already a registered vendor with Knox County, a vendor application must be completed and submitted via email to [lindsay.stout@knoxcounty.org](mailto:lindsay.stout@knoxcounty.org). Vendors must be registered with the Procurement Division **prior** to submitting their bid.
- 1.33 **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 **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.
- 2.3 **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.
- 2.4 **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 three (3) 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 NONDISCRIMINATION AND NON-CONFLICT STATEMENT:** Contractor agrees that no person on the grounds of handicap, age, race, color, religion, sex, national origin, or any individual trait or characteristic found to be an illegal consideration, shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this agreement, or in the employment practices of vendor. Contractor shall upon request show proof of such non-discrimination, and shall post in conspicuous places available to all employees and applicants notices of non-discrimination. Contractor covenants that it complies with the Fair Wage and Hour Laws, the National Labor Relations Act, and other federal and state employment laws as applicable. Contractor covenants that it does not engage in any illegal employment practices.
- Contractor covenants that it has no public or private interest, and shall not acquire directly or indirectly any interest, which 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, right of offset, 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.
- 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 that 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 upon thirty (30) days written notice.. In the event of termination by either party, fees due for services satisfactorily performed or goods accepted prior to the termination date shall be paid.
- 2.22 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. 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 bidders the general type, character and quality of a Beverage Dispensing Systems and Syrups as desired by Knox County and the Knox County Sheriff's Office. Award will be based on Best Value. Best Value means more than low cost. It includes the initial cost, service quality and other factors detailed herein.
- 3.2 ADDITIONS / DELETIONS:** Knox County reserves the right to add items/services to this term or delete items/services that have become obsolete in demand. Additional products or services will be done in writing and made part of the official bid file.
- 3.3 AWARD STATUS:** Knox County intends to issue a one-year (1) award. Upon the mutual agreement of the vendor and Knox County, the award may be extended for four (4) additional years, one (1) year at a time. This may result in a total of five (5) years. The renewal option is at the discretion of Knox County. Should Knox County desire not to renew, no reason needs to be given. Knox County reserves the right to purchase these items 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 required for any or all employees of the successful vendors staff providing services to the Knox County Sheriff's Office (KCSO). Any cost will be borne by the KCSO. Certain felony convictions will prevent individual persons from being on KCSO property.
- 3.5 BID EVALUATION:** In evaluating the bids, Knox County reserves the right to use any or all of the ideas from the bids submitted without limitation and to accept any part or the entire successful bid in selecting an operation which is judged to be in the best interest of Knox County. All material submitted becomes the property of Knox County.
- 3.6 BUSINESS DAYS:** Knox County defines business days as Monday through Friday. Knox County does not consider Saturday and Sunday as business days even though some commercial delivery services are working on the weekends for delivery of goods and services.
- 3.7 CHANGES AFTER AWARD:** It is possible that after award, Knox County might change its needs or requirements. Knox County reserves the right to make such changes after consultation with the vendor. Should additional costs arise, Knox County reserves the right to consider accepting these charges provided the vendor can document the increased costs. Knox County reserves the right to make such changes after consultation with the vendor. Knox County also reserves the right to accept bid service changes from the vendor if they will lower the cost to Knox County and/or provide improved services.
- 3.8 CLOSURES:** During periods of closure due to unforeseen circumstances in Knox County or closures at the direction of the Knox County Mayor, the Procurement Division will enact the following procedures in regards to solicitations and closures:
- If the Mayor closes the Administrative offices prior to the time set for solicitation opening of any business day, all solicitations due that same day will be moved to the next operational business day.

- Other unforeseen circumstances shall be at the sole discretion of the Procurement Director.
- Knox County shall not be liable for any commercial carrier's decision regarding deliveries during any unforeseen circumstances.

**3.9 COMMUNICATIONS WITH THE CONTRACTOR:** Upon award, Knox County will communicate extensively and continually with the Contractor. While information may occasionally be transmitted via telephone, it should always be followed up with a fax or email confirmation. Due to the volume of information that must be transmitted, it is essential that the Contractor have an efficient and properly functioning fax machine. Ideally, the Contractor will have email capabilities.

**3.10 CONTACT PERSONNEL:** It shall be essential to the success of this term contract to develop a good working relationship with the successful bidder. It is imperative that the Knox County account be handled efficiently and professionally. Knox County should be assigned no more than two vendor contacts to handle billing inquiries and service related issues. In the event one or both contacts leave the Knox County account, the successful bidder shall formally introduce the new contacts to Knox County personnel. These contacts must be knowledgeable of Knox County so as to avoid any interruption of service.

**3.11 DELIVERY OF GOODS:** The successful vendor will be required to deliver all orders, complete as per the purchase order within the time frame stated on the purchase order. Typically notification is sent to the vendor on Fridays with a must delivery date by the following Wednesday. Failure to make delivery by the designated time will necessitate the Knox County Sheriff's Office to cancel the purchase order with no obligation. Continuous late shipments may be just cause for immediate termination of the term agreement. Deliveries will be monitored for compliance.

**3.12 DELIVERY TIME:** Vendors are to state the number of business days until delivery after receipt of signed Purchase Order. Vendors shall state accurate lead times as Knox County reserves the right to cancel orders with no obligation when delivery time is exceeded. A response of a range of days is not a valid response (e.g.: "30-60" days). If a range is provided, evaluation will be based on the maximum number provided.

**3.13 DESTINATION AND DELIVERY:** Bidders must include all destination and delivery charges in their price. **There will be no extra hidden charges.**

**3.14 DISCONTINUED ITEMS:** The successful bidder shall notify the Knox County Procurement Division of any items that have been discontinued and recommend an appropriate substitution. The Knox County Sheriff's Office will be the sole judge if the substitution is appropriate.

**3.15 EVALUATION CRITERIA:**

<b>Price</b>	<b>85 Points</b>
<b>Guaranteed Business Days for delivery</b>	<b>15 Points</b>

**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 IDENTIFICATION:** Employees of the vendor shall have proper identification displayed, at all times, while on Knox County property.

**3.18 INSURANCE CHECKLIST:** The successful vendor must carry the insurance as indicated on the Insurance Attachment hereto. As proof of the vendor's willingness to obtain and maintain the insurance, the vendor must complete, sign and have its insurance agent sign the attachment and submit it with the bid. Upon the Notification of 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.

- 3.19 INTERPRETATION:** No oral interpretation will be made to any respondent 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.
- 3.20 INVOICING:** All invoices shall be mailed in duplicate to the Knox County Sheriff's Office, 400 Main Street, Suite L-149, Knoxville, TN 37902. All invoices must show the purchase order number or contract number. Without this information, the invoice may be rejected for payment. Invoices can also be emailed to [invoices@knoxsheriff.org](mailto:invoices@knoxsheriff.org).
- 3.21 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.
- 3.22 NO CONTACT POLICY:** After the date the vendor receives this bid, any contact initiated by any bidder with any Knox County representative, other than the Procurement Division representative listed herein, concerning this solicitation is prohibited. Any such unauthorized contact may cause the disqualification of the bidder from this procurement transaction.
- 3.23 OPEN RECORDS ACT:** Knox County is subject to the Tennessee Open Records Act 10-7-503 et seq. Bidders are cautioned that all documents submitted on behalf of this Invitation for Bid shall be open to the public for viewing and inspection and Knox County **will** comply with all legitimate requests. Submission of your bid will be an acknowledgement to this provision.
- 3.24 PRICING:** The bidder warrants that the unit price stated shall remain firm for a period of twelve (12) months from the first day of the contract period. If the contractor's price is increased after the second year, 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:
- Continue with the existing prices
  - Request a lower price increase
  - Not accept the renewal offer
- If a price increase is approved by Knox County and the Knox County Sheriff's Office, the approval notification will be done in writing and the contractor will be notified of the new price schedule and effective date of increase. This documentation will become part of the bid file. No approvals will be authorized verbally.
- 3.25 QUANTITIES:** Knox County does not guarantee any quantities of items to be purchased. Purchase orders will be issued on an as needed basis.
- 3.26 REMOVAL OF VENDORS EMPLOYEES:** The successful vendor agrees to utilize only experienced responsible and capable people in the performance of the work. KCSO may require that the successful vendor 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 KCSO.
- 3.27 REPORTS:** When needed, Knox County will require the vendor to generate needed reports. Examples include but are not limited to, reports of inspections. Knox County will expect prompt and legible reports in a format such as excel. There shall be no cost to Knox County for these requested reports.
- 3.28 SUBMIT QUESTIONS:** Agencies may submit questions concerning this solicitation no later than **June 24, 2022 at 4:30** p.m. local time. Submit questions as stated in Section 1.1.
- 3.29 SAFETY TRAINING:** The Contractor is responsible for training their employees in Safety and Health Regulations for the job, assuring compliance with Tennessee Occupational Safety and Health regulations and any other Regulatory Agency.



**3.30 VENDOR'S CONTRACT:** The Knox County Procurement Division will not accept any vendor's contract. If these types of Master Agreements, Service Agreements, Terms of Agreements, Terms and Conditions or other submitted contract agreements are submitted, they will not be accepted.

#### **SECTION IV SPECIFICATIONS**

**4.1 DISPENSERS:** Knox County is requesting that a total of thirty-two (32) dispensers for the tea and drink mixes be placed at no charge within the Knox County Roger D. Wilson Detention Facility, Knox County Work Release Center and the administrative offices of the City/County Building. Bidders shall submit pricing for each additional dispenser in the event Knox County adds additional pods or construction of additional inmate housing in the future. All dispensers shall remain the property of the successful vendor. Knox County agrees that no other vendors syrups will be used in another vendors dispenser. Vendors equipment will not be used as an embrancance regarding any loan.

- Dispensers shall refrigerate drinks cold enough so that ice is not needed. This may be accomplished through jet-spray mechanisms, bag-in-a-box or other means. Knox County will have water connection and electrical outlets for each unit.
- Knox County requests that dispensers have a minimum of five (5) separate choices of drinks. Drink choices shall include, but not limited to: Coke, Diet Coke, Zero Sugar Lemonade, Pink Lemonade, Sprite, Mellow Yellow, MT Blast Blue Powerade, Sweet Tea and Unsweet Tea
- Dispensers shall have built in drip pans.
- Dispensers shall have product labels.
- Dispensers shall have a water outlet located in conjunction with one of the drink selections.
- In the event the dispenser requires service, vendor will repair or replace unit immediately.

**4.2 VENDOR REQUIREMENTS:** Each vendor submitting a bid must provide the information below:

- Mixing requirements
- Thawing requirements
- Product shelf life
- Product packaging and case quantity
- Packaging of the consumable product
- Flavors available
- Ingredients
- Vendor is to identify cleaning requirements and procedures

**4.3 VENDOR RESPONSE TIME:** Each vendor is to state the response time for dispenser maintenance if needed.

**Note: Bidders need not return pages 1-9 with their response. Page 10-13 and additional pages must be returned as your official bid response along with any other information requested unless you are bidding electronically. If you have any questions please contact the Buyer referenced in Section 1.1 of this document before you submit your bid response.**

**SECTION V VENDOR'S INFORMATION FOR INVITATION FOR BID #3277, BEVERAGE DISPENSING SYSTEMS AND SYRUPS**

- 5.1 Vendor Name \_\_\_\_\_
- 5.2 Knox County Vendor Number \_\_\_\_\_
- 5.3 Vendor Address \_\_\_\_\_
- 5.4 City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_
- 5.5 Telephone Number \_\_\_\_\_ Fax Number \_\_\_\_\_
- 5.6 Contact Person \_\_\_\_\_
- 5.7 EMail 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.

- 5.8 Authorizing Signature \_\_\_\_\_  
(Original should be signed in BLUE ink)

- 5.9 Knox County Business License Number (If applicable). Please enclose a copy of license with bid.  
\_\_\_\_\_

- 5.10 I acknowledge the receipt of: (Please write "Yes" if you received one)

ADDENDA 1 \_\_\_\_ ADDENDA 2 \_\_\_\_ ADDENDA 3 \_\_\_\_ ADDENDA 4 \_\_\_\_

- 5.11 Do you accept the terms and conditions of the bid? YES NO YES WITH EXCEPTION

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

\_\_\_\_\_  
\_\_\_\_\_

- 5.12 Will you accept Knox County's VISA Card as a form of payment without additional fees? YES NO

- 5.13 Have you include Descriptive Literature per Section 1.12? YES NO

- 5.14 Did you include Insurance Checklist in Attachment A per Section 3.18? YES NO

- 5.15 Guaranteed business days until delivery after receipt of Purchase Order \_\_\_\_\_

- 5.16 Bidder agrees to all dispenser requirements in Section 4.1? YES NO

- 5.17 Did you include Vendor Requirements in Attachment B per Section 4.2? YES NO

- 5.18 Bidder is to state response time for dispenser maintenance per Section 4.3: \_\_\_\_\_

\_\_\_\_\_

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

**SECTION VI PRICING FOR BID #3277, BEVERAGE DISPENSING SYSTEMS AND SYRUPS**

**6.1 PRICING TABLE:** Bidders must insert their pricing for the various dispensing syrups. Price: Include any and all costs associated with the drink mixes and maintenance (if applicable). Bidders must price equal to products.

<b>Product</b>	<b>Manufacturer/Brand</b>	<b>Price Per Gallon</b>
Coca-Cola or equal		\$
Diet Coke or equal		\$
Sprite or equal		\$
Caffeine Free Diet Coke or equal		\$
Nestea or equal (Sweet & Unsweet Tea)		\$
Fanta or equal		\$
Powerade or equal		\$
Coke Zero or equal		\$
Diet Sprite Zero or equal		\$
Hi-C or equal		\$
Minute Maid Lemonade/Light or equal		\$
Mello Yello or equal		\$

**6.2 State cost for additional dispensers (monthly or annual cost preferred):** \_\_\_\_\_

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**ATTACHMENT A  
KNOX COUNTY PROCUREMENT DIVISION  
INSURANCE CHECKLIST  
BID NUMBER 3277**

The certificate of insurance must show all coverages & endorsements with “yes” and items 20 to 23.

REQUIRED:	NUMBER	TYPE OF COVERAGE				COVERAGE LIMITS		
YES	1.	WORKERS COMPENSATION				STATUTORY LIMITS OF TENNESSEE		
YES	2.	EMPLOYERS LIABILITY				\$100,000 PER ACCIDENT \$100,000 PER DISEASE \$500,000 DISEASE POLICY LIMIT		
YES	3.	AUTOMOBILE LIABILITY ANY AUTO-SYMBOL (1) X				COMBINE SINGLE LIMIT (Per -Accident)	\$1,000,000	
						BODY INJURY (Per -Person)		
						BODY INJURY (Per-Accident)		
						PROPERTY DAMAGE (Per-Accident)		
YES	4.	COMMERCIAL GENERAL LIABILITY				LIMITS		
			CLAIM MADE	X	OCUR	EACH OCCURRENCE	\$ 1,000,000	
						FIRE LEGAL LIABILITY	\$ 100,000	
						MED EXP (Per person)	\$ 5,000	
		GEN'L AGGREGATE LIMITS APPLIES PER				PERSONAL & ADV INJURY	\$ 1,000,000	
			POLICY	X	PROJECT	LOC	GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS-COMPLETED OPERATIONS/AGGREGAT E	\$ 2,000,000
YES	5.	PREMISES/OPERATIONS				\$1,000,000 CSL BI/PD EACH OCCURRENCE \$2,000,000 ANNUAL AGGREGATE		
YES	6.	INDEPENDENT CONTRACTOR				\$1,000,000 CSL BI/PD EACH OCCURRENCE \$1,000,000 ANNUAL AGGREGATE		
YES	7.	CONTRACTUAL LIABILITY (MUST BE SHOWN ON CERTIFICATE)				\$1,000,000 CSL BI/PD EACH OCCURRENCE \$1,000,000 ANNUAL AGGREGATE		
NO	8.	XCU COVERAGE				NOT TO BE EXCLUDED		
YES	9.	UMBRELLA LIABILITY COVERAGE				\$ 1,000,000		
		PROFESSIONAL LIABILITY						
NO	10.		ARCHITECTS & ENGINEERS			\$1,000,000 PER OCCURRENCE/CLAIM		
NO			ASBESTOS & REMOVAL LIABILITY			\$2,000,000 PER OCCURRENCE/CLAIM		
NO			MEDICAL MALPRACTICE			\$1,000,000 PER OCCURRENCE/CLAIM		
NO			MEDICAL PROFESSIONAL LIABILITY			\$1,000,000 PER OCCURRENCE/CLAIM		
NO	11.	MISCELLANEOUS E & O				\$500,000 PER OCCURRENCE/CLAIM		
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.

- 21. THE COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED ON ALL POLICIES EXCEPT WORKERS' COMPENSATION AND AUTO.
- 22. CERTIFICATE OF INSURANCE SHALL SHOW THE BID NUMBER AND TITLE.
- 23. OTHER INSURANCE REQUIRED \_\_\_\_\_.

INSURANCE AGENT'S STATEMENT AND CERTIFICATION: I HAVE REVIEWED THE ABOVE REQUIREMENTS WITH THE CONTRACTOR NAMED BELOW AND HAVE ADVISED THE CONTRACTOR OF REQUIRED COVERAGE.

AGENCY NAME: \_\_\_\_\_ AUTHORIZING SIGNATURE: \_\_\_\_\_

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

CONTRACTORS NAME: \_\_\_\_\_ AUTHORIZING SIGNATURE: \_\_\_\_\_

## ATTACHMENT B

**VENDOR REQUIREMENTS:** Each vendor submitting a bid must provide as Attachment B the following information below:

- Mixing requirements
- Thawing requirements
- Product shelf life
- Product packaging and case quantity
- Packaging of the consumable product
- Ingredients
- Cleaning requirements and procedures