

The Procurement Division of Knox County, Tennessee will receive sealed bids for the provision of **Milk for Government** as specified herein. Bids must be received by **2:00 p.m. on March 6, 2023**. Late bids will neither be considered nor returned.

**Deliver Bids To:**

**Bid Number 3376  
Knox County Procurement Division  
Suite 100  
1000 North Central Street  
Knoxville, Tennessee 37917**

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

**SECTION I GENERAL TERMS AND CONDITIONS**

- 1.1 ADDITIONAL INFORMATION:** Knox County wants requests for additional information routed to Robert Mackey, Buyer, at 865.215.5754. Questions may be emailed to [robert.mackey@knoxcounty.org](mailto:robert.mackey@knoxcounty.org). If you have not heard from the Buyer in a reasonable amount of time, please call for further assistance. Information about the Knox County Procurement Division and current solicitations may be obtained online at [www.knoxcounty.org/procurement](http://www.knoxcounty.org/procurement).
- 1.2 ACCEPTANCE:** Vendors shall hold their price firm and subject to acceptance by Knox County for a period of ninety (90) business days from the date of the bid opening, unless otherwise indicated in their bid.
- 1.3 ALTERNATIVE BIDS:** Knox County will not accept alternate bids (those not equal to specifications) unless authorized by the Invitation for 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. Knox County also reserves the right to not award this bid. The evaluation criteria are listed herein.
- 1.6 BID DELIVERY:** Knox County requires respondents, when hand delivering submittals, to time and date stamp the envelope before depositing it in the bid box. Knox County will not be responsible for any lost or misdirected mail sent by common carrier, nor will Knox County be responsible for submittals delivered to addresses and Suites other than the delivery address and Suite specified at the top of this solicitation. The time clock in the Procurement Division shall serve as the official record of time.

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

- 1.7 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 their bid. It shall be the responsibility of the bidders, including bidders whose product is referenced; to furnish with their bid such specifications, catalog prices, 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 their 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 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, CPPB, Business Outreach Administrator Knox County Procurement  
Telephone: 865.215.5760  
Fax: 865.215.5778  
Email: [diane.woods@knoxcounty.org](mailto:diane.woods@knoxcounty.org)

- 1.9 CLOSURES:** During periods of closure due to unforeseen circumstances in Knox County or closures at the direction of the Knox County Mayor, the Procurement Division will enact the following procedures in regard to solicitations and closures:

- If the Mayor closes the Administrative offices prior to the time set for solicitation opening of any business day, all solicitations due that same day will be moved to the next operational business day.
- Other unforeseen circumstances shall be at the sole discretion of the Procurement Director.
- Knox County shall not be liable for any commercial carrier's decision regarding deliveries during any unforeseen circumstances.

- 1.10 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.

- 1.11 COPIES:** Knox County requires that bids be submitted as one (1) marked original and one (1) exact copy. No copies are needed with an electronic bid response.

- 1.12 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 may result in the bid being considered non-responsive and disqualified.

- 1.13 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.

- 1.14 ELECTRONIC TRANSMISSION OF BIDS:** Knox County's Procurement Division will accept, and strongly encourages, electronically transmitted bids through the County's online Procurement system. Facsimile and email submission are strictly prohibited. Knox County shall not be responsible for technical difficulties experienced by vendors trying to register or submit their bid electronically less than twenty-four (24) hours prior to the bid opening time. The Pricing Sheet at the end of this document **MUST** be attached with your electronic submission.

- 1.15 HOW TO DO BUSINESS:** Knox County utilizes a web-based Procurement software system, "KnoxBuys." The system provides our clients (vendors, county departments and the citizens of Knox County) with a more enhanced and end-user friendly means of accessing our services. The system allows for on-line vendor registration and maintenance, electronic receipt of Purchase Orders, on-line retrieval and submittal of quotes, bids and bids for our vendor-clients and on-line requisitioning and receiving for County departments.

In order for the County to maximize its investment and minimize the cost associated with office operations we need your help. When doing business with Knox County we are urging you to please go to our website at [www.knoxcounty.org/procurement](http://www.knoxcounty.org/procurement), register as a vendor in our on-line Procurement system, "KnoxBuys" if you have not done so and whenever possible to conduct your business with the County through this site. If you have any questions, please contact the Procurement Division Representative listed in Section 1.1 of this document.

- 1.16 INCURRED COSTS:** Knox County will not be responsible for any costs incurred by bidder in the preparation of their bid.

- 1.17 MULTIPLE BIDS:** Knox County will consider multiple bids that meet specifications.
- 1.18 NEW MATERIAL:** Unless specified otherwise in the bid package, the vendor must provide new supplies. New, as used in this clause, means previously unused materials. Material includes, but is not limited to, raw material, parts, components, and end products. Remanufactured and refurbished supplies will not be considered for bid.
- 1.19 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.
- 1.20 PAYMENT METHOD:** Knox County utilizes two (2) methods of placing orders 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.
- 1.21 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.
- 1.22 PROCESSING TIME FOR PAYMENT:** Vendors are advised that a minimum of thirty (30) days is required to process invoices for payment.
- 1.23 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.
- 1.24 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:
- 1.24.1 Be submitted on recycled paper
  - 1.24.2 Not include pages of unnecessary advertising
  - 1.24.3 Be made on both sides of each sheet of paper
- 1.25 RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS:** It is the responsibility of the prospective bidder to review the entire Invitation for Bid (IFB) packet and to notify the Procurement Division if the specifications are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the specifications or bidding procedures must be received in the Procurement Division by **February 21, 2023 @ 4:30 p.m.** local time. These requirements also apply to specifications that are ambiguous.
- 1.26 SIGNING OF BIDS:** In order to be considered, all bids must be signed. Please sign the original in blue ink. By signing the bid document, the vendor acknowledges and accepts the terms and conditions stated in the bid document. When submitting electronically, the submission of the bid constitutes the acceptance of all terms and conditions and will legally bind the vendor to the County's request for goods/services and the vendor's subsequent response.
- 1.27 TAXES:** Knox County purchases are not subject to taxation. Tax exemption certificates will be provided upon request.
- 1.28 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.

- 1.29 **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.
- 1.30 **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.
- 1.31 **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](http://www.knoxcounty.org/procurement) and click on "On- line Vendor Registration". Vendors must be registered with the Procurement Division **prior** to submitting their bid. Knox County shall not be responsible for technical difficulties experienced by vendors trying to register electronically less than twenty-four (24) hours prior to the bid closing time.
- 1.32 **WAIVING OF INFORMALITIES:** Knox County reserves the right to waive minor informalities or technicalities when it is in the best interest of Knox County.

## SECTION II OBLIGATIONS, RIGHTS AND REMEDIES

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

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

- 2.9 INCORPORATION:** All specifications, drawings, technical information, Invitation for Bid, Bid, Award and similar items referred to or attached or which are the basis for this Contract are deemed incorporated by reference as if set out fully herein.
- 2.10 INDEMNIFICATION—HOLD HARMLESS:** Contractor shall indemnify, defend, save and hold harmless Knox County, its officers, agents and employees from all suits, claims, actions or damages of any nature brought because of, arising out of, or due to breach of the agreement by Contractor, its subcontractors, suppliers, agents, or employees or due to any negligent act or occurrence or any omission or commission of Contractor, its subcontractors, suppliers, agents or employees.
- 2.11 INDEPENDENT CONTRACTOR:** Contractor shall acknowledge that it and its employees serve as independent contractors and that Knox County shall not be responsible for any payment, insurance, or incurred liability.
- 2.12 INSPECTION AND ACCEPTANCE:** Warranty periods shall not commence until Knox County inspects and formally accepts the goods and/or services. The terms, conditions and timing of acceptance shall be determined by Knox County. Knox County reserves the right to reject any or all items or services not in conformance with applicable specifications, and Contractor assumes the costs associated with such nonconformance. Acceptance of goods or services does not constitute a waiver of latent or hidden defects or defects not readily detectable by a reasonable person under the circumstances.
- 2.13 IRAN DIVESTMENT ACT:** By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to Tennessee Code Annotated § 12-12-106.
- 2.14 LIMITATIONS OF LIABILITY:** In no event shall Knox County be liable for any indirect, incidental, consequential, special, or exemplary damages or lost profits, even if Knox County has been advised of the possibility of such damages.
- 2.15 NO BOYCOTT OF ISRAEL:** Pursuant to Tennessee Code Annotated Title 12, Chapter 4, Part 1, by submission of a response to this solicitation, each respondent and each person signing on behalf of any respondent certifies, and in the case of a joint response each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each respondent is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel.
- 2.16 NON-DISCRIMINATION AND NON-CONFLICT STATEMENT:** Contractor agrees that no person on the grounds of handicap, age, race, color, religion, sex, national origin, or individual trait 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 Invitation show proof of such non-discrimination and shall post in conspicuous places available to all employees and applicants notices of non-discrimination.

Contractor covenants that it complies with the Fair Wage and Hour Laws, the National Labor Relations Act, and other federal and state employment laws as applicable. Contractor covenants that it does not engage in any illegal employment practices.

Contractor covenants that it has no public or private interest and shall not acquire directly or indirectly any interest that would conflict in any manner with the provision of its goods or performance of its services. Contractor warrants that no part of the total Contract amount provided herein shall be paid directly or indirectly to any officer or employee of Knox County as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor, or consultant to Contractor in connection with any goods provided or work contemplated or performed relative to the agreement.

- 2.17 ORDER OF PRECEDENCE:** In the event of inconsistent or conflicting provision of this Contract and referenced documents, the following descending order of precedence shall prevail: (1) Item Description, (2) Invitation for Bid, (3) Bid, (4) Award, (5) Special Terms and Conditions, (6) General Terms and Conditions, (7) Specifications, (8) Drawings.
- 2.18 REMEDIES:** Knox County shall have all rights and remedies afforded under the U.C.C. and Tennessee law in Contract and in tort, including but not limited to rejection of goods, rescission, and right of set-off, refund, incidental, consequential, and compensatory damages, and reasonable attorney's fees.

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

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

- 3.1 INTENT:** This solicitation is to convey to vendors the quality and type of Milk and Milk Products 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 AWARD LENGTH:** The length of this Contract will be one (1) year with the option to renew upon mutual consent of both parties. The term agreement may be renewed for four (4) one-year periods, one (1) year at a time, for a total of five (5) years. Knox County reserves the right to purchase these services from other sources if the need arises. Knox County reserves the right to revoke the award if a pattern of unavailability arises with the vendor.
- 3.4 BIDDER OBLIGATION:** Bidder(s) shall become fully acquainted with conditions relating to the scope and restriction attending the execution of the work under this Invitation for Bid. The failure or omission of a bidder to become acquainted with existing conditions shall in no way relieve the bidder of any obligations with respect to this IFB or to the Contract.
- 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 and is therefore considered an open document under the Public Records Act.
- 3.6 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

- 3.7 CHANGES AFTER AWARD:** It is possible that after the award, the County might change its needs or requirements. Knox County reserves the right to make such changes after consultation with the vendor. Should additional cost arise, the County reserves the right to consider accepting these changes provided the vendor can document the increased costs. Knox County also reserves the right to accept proposed service changes from the vendor if they will lower the cost to Knox County and/or provide improved service.

- 3.8 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. The Knoxville/Knox County Community Action Committee Mobile Meals Kitchen also provides milk to Grainger, Hamblen, Cocke, and Sevier Counties as well as the city of Rockwood for their Mobile Meal Programs. Each of these locations has a cooler and milk is to be delivered directly to them. Delivery schedules will be coordinated through Knoxville/Knox County CAC and each entity. Bidders are to include the cost of delivery to each of these entities as part of their pricing. Invoicing and payment for these entities shall be handled via Knoxville/Knox County CAC.
- 3.9 DELIVERY FAILURES:** 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.
- 3.10 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.
- 3.11 EVALUATION CRITERIA:** Each schedule will be evaluated separately using the following evaluation criteria. Please reference section 3.21, for minimum requirements, to be considered for cost evaluation.

**Cost 100 points**

- 3.12 EVALUATION REVIEW:** 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.
- 3.13 FUEL CHARGES:** Contractor at its own expense is liable for all fuel costs related to performance. **No fuel surcharges will be accepted or paid by Knox County.**
- 3.14 INSPECTION OF ITEMS DELIVERED:** 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.
- 3.15 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 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, with endorsement pages, showing the specified coverage and naming Knox County as additional insured.
- 3.16 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.
- 3.17 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 cost 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. Bidders are to submit a sample invoice with their bid.

**3.18 INVOICING:** 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.

- 3.18.1 Submit one original invoice and one copy of it.
- 3.18.2 Invoices are not to be lump sum but rather detail each charge.
- 3.18.3 Invoices are to detail what each transaction represents. For instance, the phrase, "billing adjustment" is not acceptable. Line times must be explained.
- 3.18.4 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.  
Knoxville, TN 37902

**Roger Wilson Detention Facility**  
Sgt. Lora-leigh Moneymaker  
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**  
Dawn Willis  
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 Dawn Willis.

**3.19 LICENSE REQUIREMENTS:** 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.

**3.20 LINES OF COMMUNICATION:** Only the department representative shall instruct or make requests of the successful vendor.

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 vendor must designate a representative (contact person) to facilitate day-to-day problems, matters concerning the program, policy, negotiations, etc. In addition, the successful vendor shall appoint an account sales representative to confer with the department representative in matters pertaining to products, product mark-outs and delivery schedules.

**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.**

**3.21 MINIMUM REQUIREMENTS TO PARTICIPATE IN THIS SOLICITATION:**

- Minimum 5 years experience supplying similar product/commodities and services (to local governments, school systems, health-care industry, etc) similar in size to Knox County
- Must have an 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.

**3.22 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 Knox County Procurement Division ([robert.mackey@knoxcounty.org](mailto:robert.mackey@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.

**3.23 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.

**3.24 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 than 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.

**3.25 NUTRITIONAL INFORMATION:** Vendor must provide nutritional information upon request.

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

**3.27 OPEN RECORDS ACT:** 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 Invitation for Bid shall be open to the public for viewing and inspection and Knox County will comply with all legitimate requests.

**3.28 PACKAGING:** Knox County will not be liable for any charges for packaging, crating, carting, drayage, or storage in excess of the purchase price of this order unless stated otherwise herein.

**3.29 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

**3.30 PERFORMANCE FILE:** Any complaints by any department must be in writing and copied to the Knox County Procurement Division to be included in a performance file on the successful vendor. These complaints shall include, but not be limited to delivery, ordering, billing problems, credit memos, discrepancies in count, weight, and damaged goods. The successful vendor shall address each of these complaints in writing with the resolution noted and send a copy to the Knox County Procurement Division.

**3.31 PRICING:**

3.31.1 All bidders must hold pricing for fluid milk products for a minimum of 30 days from bid date. Pricing for fluid milk products must be based on the latest published monthly Class I Skim Price reports at the time the bid is released. Pricing for half-pint fluid milk products can escalate or de-escalate in accord with changes in the monthly report on Class I Skim Price per cwt.

This price must be tied directly to the Federal Milk Order announcement for the applicable geographical zone. Prices for milk delivered can be escalated or de-escalated at the rate of \$.001 per half-pint for each \$.15 increase in the index.

Any changes (up or down) in prices must be announced to the department as soon as they are available. Suppliers are requested to submit the following: 1) WITH BID: A copy of the DFA monthly report for the month specified above. All pricing must be based on this report. 2) EACH MONTH: A copy of calculations used to arrive at the monthly price accompanied by the DFA monthly report.

3.31.2 Bidders must submit only one price for each item bid. Unit prices must be provided for all bid items listed. Fractional pricing up to four (4) decimal places is required. Half (1/2) pint units for milk are to be in paper containers. Knox County will re-calculate usage and line extensions to make necessary conversions for differences in pack sizes. In the event that a vendor fails to quote a price on an item, that item may be dropped from the bottom-line calculation for all vendors or the highest price bid by another vendor for that item may be used for the bottom-line calculation.

3.31.3 Estimated usages are given for each item. The estimated usages do not indicate the actual quantity which will be ordered, since such volume will depend upon requirements which develop during the contract period. Estimated usages are based on last year's purchases and are estimated for the bid period. For new/never used item's estimated usage, the amount is a projected amount based on anticipated acceptance. Inclusion of items on bid does not guarantee purchase.

3.31.4 The total bottom line cost will be determined by multiplying each item bid price times the estimated usage figure and adding the extended dollar figures. Conversions will be made for differences in pack size for line items as needed.

3.31.5 Vendors must complete the pricing sheet and submit with their bid. Bidders must list the unit price, 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 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.

3.31.6 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:

- 3.31.6.1 Continue with the existing prices
- 3.31.6.2 Request a lower price increase
- 3.31.6.3 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.

Knox County will not pay fuel surcharges, packaging, or maintenance costs. These charges should be forecasted and included in the fixed delivery fee.

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

- 3.33 REMOVAL OF VENDORS EMPLOYEES:** The successful vendor 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.
- 3.34 SANITATION:** All products specified herein must be delivered in vehicles which are maintained in a sanitary condition and properly refrigerated (33-38 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.
- 3.35 SUBMIT QUESTIONS:** Prospective bidders may submit questions concerning this solicitation until **4:30 p.m. local time on February 21, 2023**. Submit questions as noted in Section 1.1.
- 3.36 UNLOADING PRACTICES:** Trucks will be allowed to be unloaded within a reasonable time frame but are asked not to unload during the lunch serving hours.
- 3.37 VALUE ADDED RELATIONSHIP:** Knox County intends for this bid to result in a relationship with a vendor. Knox County desires a long-term relationship with a vendor in which common goals are shared. Among those goals are:
- 3.37.1 Fair and equitable treatment of vendor and owner.
  - 3.37.2 Vendor expertise in methods of cost reduction. Vendors are encouraged to suggest ways in which costs can be reduced by product substitution or process modification.

#### **SECTION IV GENERAL PRODUCT SPECIFICATIONS**

- 4.1** It will be the responsibility of the vendor to remove all unused products before breaks and holidays or any other period that extends beyond the shelf life of the product.
- 4.2** All milk products are to be delivered in plastic crates free from visible dirt. Repeated problems or instances of dirty milk crates will be considered grounds for cancellation of the Contract. All milk will be subject to inspection upon arrival at the location.
- 4.3** Any milk or beverage products that fail to meet the required specifications will be returned at the vendor's expense. Failure to meet specifications will be considered just cause for cancellation of the Contract.
- 4.4** Milk will be Grade A pasteurized homogenized.
- 4.5** Grade A pasteurized fluid milk and fruit beverages will only be accepted from a source that has attained and continues to maintain a Sanitation Compliance Rating of no less than 90% and must be approved by their Health Department.
- 4.6** All one-half pint containers in which milk is packaged, shall be paper cartons, sound, sanitary, leak proof and have lids that open properly. All containers must be treated to kill bacteria and provide adequate protection of the contents from contamination.
- 4.7** All delivery cases and trucks must be clean and sanitary with no evidence of milk leakage. Crates must be sterilized. Delivery will not be accepted from an unrefrigerated truck. Temperature of milk must be maintained at no more than 38° F during delivery.
- 4.8** A sufficient supply of milk must be maintained locally to provide a replacement supply of milk within one hour to any location when the product delivered proves to be unacceptable or if any of the supply of milk in the location is lost.

- 4.9 All milk products must be produced, handled, and pasteurized in conformity with the provisions of the Standard Milk Ordinance and Code, to comply with the specifications on the quotation sheet.
- 4.10 The milk products and other beverages specified on the bid sheets are the only ones that can be purchased and delivered.
- 4.11 All handwritten notations on invoices (including quantities and prices) must be written neat and legible.

**\*\*Note: Bidders need not return pages 1-12 with their response.\*\***

**SECTION V VENDOR INFORMATION BID 3376, MILK FOR GOVERNMENT**

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

5.8 By submission of a response to this solicitation, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint response each party thereto 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, per Section 2.14.

Authorizing Signature: \_\_\_\_\_  
(Sign in blue ink)  
Title: \_\_\_\_\_ Date: \_\_\_\_\_

Pursuant to Tennessee Code Annotated Title 12, Chapter 4, Part 1, by submission of a response to this solicitation, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint response each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel per Section 2.16.

Authorizing Signature: \_\_\_\_\_  
(Sign in blue ink)  
Title: \_\_\_\_\_ Date: \_\_\_\_\_  
(Sign in blue ink)

5.9 Vendor's Knox County Business License Number \_\_\_\_\_  
(If applicable, attach a copy of the license.)

- 5.10 Did you include the correct number of copies as per Section 1.11? \_\_\_\_\_ Yes \_\_\_\_\_ No
- 5.11 Will you accept a credit card (VISA) as a form of payment per Section 1.20? \_\_\_\_\_ Yes \_\_\_\_\_ No
- 5.12 Did you include the Insurance Checklist as per Section 3.15? \_\_\_\_\_ Yes \_\_\_\_\_ No
- 5.13 Did you include a sample invoice as per Section 3.17? \_\_\_\_\_ Yes \_\_\_\_\_ No

5.14 Addendum received for this bid:  
Addendum #1 \_\_\_\_ Addendum #2 \_\_\_\_ Addendum #3 \_\_\_\_ Addendum #4 \_\_\_\_

5.15 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:  
\_\_\_\_\_  
\_\_\_\_\_

Milk Products and Other Beverages

	Description	Preferred Packaging	Estimated Usage	Brand Proposed	Stock Number	Unit Price	Number of Units per Case	Fixed Price for Delivery per Case	Extended Price
1	Milk, Lactaid No Fat	Quart	248						
2	Milk, Homogenized	Gallon	156						
3	Milk, Homogenized	Half Gallon	18						
4	Milk, Homogenized	Eco Half Pint	40,000						
5	Milk, 2%	Gallon	406						
6	Milk, 2%	Half Gallon	2						
7	Milk, 2%	Eco Half Pint	1,374,456						
8	Milk, 1%	Eco Half Pint	430,000						
9	Milk, Skim	Gallon	12						
10	Milk, Skim	Eco Half Pint	550,000						
11	Milk, Buttermilk	Gallon	2						

Milk Products and Other Beverages

	Description	Preferred Packaging	Estimated Usage	Brand Proposed	Stock Number	Unit Price	Number of Units per Case	Fixed Price for Delivery per Case	Extended Price
12	Milk, Buttermilk	Half Gallon	558						
13	Milk, Buttermilk	Eco Half Pint	34,000						
14	Milk, Buttermilk Whole	Half Gallon	24						
15	Milk, Chocolate	Eco Half Pint	63,840						
16	Cottage Cheese, 4%	5 lb	283						
17	Cottage Cheese, 1%	5 lb	450						
18	Sour Cream	5 lb	291						
19	Whipping Cream, 40%	Quart	306						
20	Whipped Cream	Half Gallon	8						
21	Juice, Fruit Punch, 100% Juice	6.75 Oz	2,828						
22	Juice, Blueberry, 100% Juice	6.75 Oz	3,900						

Milk Products and Other Beverages

	Description	Preferred Packaging	Estimated Usage	Brand Proposed	Stock Number	Unit Price	Number of Units per Case	Fixed Price for Delivery per Case	Extended Price
23	Juice, Pink Lemosaur	Eco Half Pint	600						
24	Juice, Platosaur Punch	Eco Half Pint	86,979						
25	Juice, Orange	Gallon	249						
26	Juice, Orange	Half Gallon	4,100						
27	Oleo	900 ct	98						
	<b>TOTAL</b>								

**NOTE:** If responding electronically, please complete the pricing sheet and attach to your electronic submittal. This is to ensure that the Brand and Stock Numbers are included in your response.





**Insurance Agent's Statement and certification:** I have reviewed the above requirements with the Bidder named below have advised the Bidder of required coverage not provided through this Agency.

Agency Name: \_\_\_\_\_ Authorizing Signature: \_\_\_\_\_

**Bidder's Statement and Certification:** If awarded the contract, I will comply with the contract insurance requirements.

Bidder's Name: \_\_\_\_\_ Authorizing Signature: \_\_\_\_\_