

The Procurement Division of Knox County, Tennessee will receive sealed bids for the provision of **Produce for Government** as specified herein. Bids must be received by **2:00 p.m. on March 19, 2024**. Late bids will neither be considered nor returned.

Deliver Bids To:

**Bid Number 3533
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, Senior Buyer, at 865.215.5754. Questions may be emailed to 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.

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 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, multiple award, or schedule basis. Knox County also reserves the right to not award this bid. The evaluation criteria are listed herein.

1.6 BID DELIVERY: Knox County requires respondents, when hand delivering submittals, to time and date stamp the envelope before depositing it in the bid box. Knox County will not be responsible for any lost or misdirected mail sent by common carrier, nor will Knox County be responsible for submittals delivered to addresses 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.

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

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

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

In addition, Knox County strongly encourages the inclusion of disadvantaged businesses by non-disadvantaged Contractors who may wish to partner or subcontract portions of this agreement in order to accomplish the successful delivery of goods and/or services. If you are a disadvantaged business and would like additional information about our Business Outreach Program, please contact:

Diane Woods, Administrator of Business Outreach

Telephone: 865.215.5760

Emails: diane.woods@knoxcounty.org

Fax: 865.215.5778

- 1.8 CLOSURES:** During periods of closure due to unforeseen circumstances in Knox County or closures at the direction of the Knox County Mayor, the Procurement Division will enact the following procedures in regard to solicitations and closures:
- If the Mayor closes the Administrative offices prior to the time set for solicitation opening of any business day, all solicitations due that same day will be moved to the next operational business day.
 - Other unforeseen circumstances shall be at the sole discretion of the Procurement Director.
 - Knox County shall not be liable for any commercial carrier's decision regarding deliveries during any unforeseen circumstances.
- 1.9 CONFLICT OF INTEREST:** Vendors must have read and complied with the "Non-Conflict of Interest" statement provided in the vendor registration process prior to the opening of this solicitation.
- 1.10 COPIES:** Knox County requires that bids be submitted as one (1) marked original and one (1) exact copy. No copies are needed with an electronic bid response.
- 1.11 DECLARATIVE STATEMENTS:** Any statement or words (e.g.: must, shall, will) are declarative statements and the vendor must comply with the condition. Failure to comply with any such condition will result in the bid being considered non-responsive and disqualified.
- 1.12 DESCRIPTIVE LITERATURE:** Vendors, if bidding other than specified, must clearly identify the manufacturer and the specifications, to which they are submitting. Vendors must also provide descriptive literature with their bid.
- 1.13 ELECTRONIC TRANSMISSION OF BIDS:** Due to the nature of this solicitation, Knox County's Procurement Division will **not** accept electronically transmitted bids through the County's online Procurement system. Email and/or Facsimile submission are strictly prohibited.
- 1.14 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 online vendor registration and maintenance, electronic receipt of purchase orders, online retrieval and submittal of quotes, bids and proposals for our vendor-clients and online requisitioning and receiving for our county departments. In order for the County to maximize its investment and minimize the cost associated with office operations we need your help. When doing business with Knox County we are urging you to please go to our website at www.knoxcounty.org/Procurement, register as a vendor in our online Procurement system, "KnoxBuys," if you have not done so and whenever possible to conduct your business with the County through this site. If you have any questions, please contact the Procurement Division Representative listed in subsection 1.1 of this document.
- 1.15 INCURRED COSTS:** Knox County will not be responsible for any costs incurred by the bidder in the preparation of their bid.
- 1.16 MULTIPLE BIDS:** Knox County will consider multiple bids that meet specifications.
- 1.17 NON-COLLUSION:** Bidders, by submitting a signed bid, certify that the accompanying bid is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Tennessee or United States law.

1.18 PAYMENT METHOD: Knox County utilizes two (2) methods of placing 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 email listed on the Vendor's account only. The Purchase Order will detail the quantity, specific item(s), and the contracted price for each item.

The second method, and the most cost effective is the use of the Knox County Credit Card (VISA). Orders placed with the card will list the same information as the Purchase Order. Vendors will be given the card information and approval to process the transaction by the requesting department.

Vendors must indicate in their bid response if the vendor will accept Knox County's Credit Card (VISA) as a form of payment. Bidders are **prohibited** from charging Knox County any type of merchant fee from their financial institution to accept this type of payment.

1.19 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.

1.20 PROCESSING TIME FOR PAYMENT: Vendors are advised that a minimum of thirty (30) days is required to process invoices for payment when the Purchase Order method is used.

1.21 PROOF OF FINANCIAL AND BUSINESS CAPABILITY: Vendors must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. Knox County will make the final determination as to the vendor's ability.

1.22 RECYCLING: Knox County, in its continuing efforts to lessen the amount of landfill waste and to further recycling efforts, request that bids being submitted on paper shall:

1.22.1 Be submitted on recycled paper

1.22.2 Not include pages of unnecessary advertising

1.22.3 Be made on both sides of each sheet of paper

1.23 RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS: It is the responsibility of the prospective bidder to review the entire Invitation for Bid (IFB) packet and to notify the Procurement Division if the specifications are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the specifications or bidding procedures must be received in the Procurement Division by **March 5, 2024 @ 4:30 p.m.** local time. These requirements also apply to specifications that are ambiguous.

1.24 SIGNING OF BIDS: In order to be considered, all bids **must** be signed. Please sign the original in blue ink. By signing the bid document, the vendor acknowledges and accepts the terms and conditions stated in the bid document.

1.25 TAXES: Knox County purchases are not subject to taxation. Tax exemption certificates will be provided upon request.

1.26 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.

1.27 USE OF BID FORMS: Vendors must complete the bid forms contained in the bid package. Failure to complete the bid forms may result in bid rejection.

1.28 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.

1.29 **VENDOR REGISTRATION:** Prior to the opening of this bid, **ALL BIDDERS MUST** be registered with the Procurement Division. Please register on-line at our website at www.knoxcounty.org/Procurement and click on "KnoxBuys," and then "Online 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.

1.30 **WAIVING OF INFORMALITIES:** Knox County reserves the right to waive minor informalities or technicalities when it is in the best interest of Knox County.

SECTION II OBLIGATIONS, RIGHTS AND REMEDIES

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

2.1 **ALTERATIONS OR AMENDMENTS:** No alterations, amendments, changes, modifications, or additions to this Contract shall be binding on Knox County without the prior written approval of the County.

2.2 **APPROPRIATION:** In the event no funds are appropriated by Knox County for the goods or services in any fiscal year, or insufficient funds exist to purchase the goods or services, then the Contract shall expire upon the expenditure of previously appropriated funds or the end of the current fiscal year, whichever occurs first, with no further obligations owed to or by either party.

2.3 **ASSIGNMENT:** Contractor shall not assign or subcontract 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 defense based on personal jurisdiction, venue, and inconvenient forum.

- 2.9 INCORPORATION:** All specifications, drawings, technical information, Invitation for Bid, Bid, Award, and similar items referred to or attached or which are the basis for this Contract are deemed incorporated by reference as if set out fully herein.
- 2.10 INDEMNIFICATION—HOLD HARMLESS:** Contractor shall indemnify, defend, save and hold harmless Knox County, its officers, agents and employees from all suits, claims, actions or damages of any nature brought because of, arising out of, or due to breach of the agreement by Contractor, its subcontractors, suppliers, agents, or employees or due to any negligent act or occurrence or any omission or commission of Contractor, its subcontractors, suppliers, agents or employees.
- 2.11 INDEPENDENT CONTRACTOR:** Contractor shall acknowledge that it and its employees serve as independent contractors and that Knox County shall not be responsible for any payment, insurance, or incurred liability.
- 2.12 INSPECTION AND ACCEPTANCE:** Warranty periods shall not commence until Knox County inspects and formally accepts the goods and/or services. The terms, conditions and timing of acceptance shall be determined by Knox County. Knox County reserves the right to reject any or all items or services not in conformance with applicable specifications, and Contractor assumes the costs associated with such nonconformance. Acceptance of goods or services does not constitute a waiver of latent or hidden defects or defects not readily detectable by a reasonable person under the circumstances.
- 2.13 IRAN DIVESTMENT ACT:** By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to Tennessee Code Annotated § 12-12-106.
- 2.14 LIMITATIONS OF LIABILITY:** In no event shall Knox County be liable for any indirect, incidental, consequential, special, or exemplary damages or lost profits, even if Knox County has been advised of the possibility of such damages.
- 2.15 NO BOYCOTT OF ISRAEL:** Pursuant to Tennessee Code Annotated Title 12, Chapter 4, Part 1, by submission of a response to this solicitation, each 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, or national origin, or individual trait found to be an illegal consideration shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this agreement, or in the employment practices of vendor. Contractor shall upon request show proof of such non-discrimination and shall post in conspicuous places available to all employees and applicants notices of non-discrimination. Contractor covenants that it complies with the Fair Wage and Hour Laws, the National Labor Relations Act, and other federal and state employment laws as applicable. Contractor covenants that it does not engage in any illegal employment practices.
- Contractor covenants that it has no public or private interest and shall not acquire directly or indirectly any interest that would conflict in any manner with the provision of its goods or performance of its services. Contractor warrants that no part of the total Contract amount provided herein shall be paid directly or indirectly to any officer or employee of Knox County as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor, or consultant to Contractor in connection with any goods provided or work contemplated or performed relative to the agreement.
- 2.17 ORDER OF PRECEDENCE:** In the event of inconsistent or conflicting provision of this Contract and referenced documents, the following descending order of precedence shall prevail: (1) Item Description, (2) Invitation 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 or proposal and signature, it is current in its respective Federal, State, County, and City taxes of whatever kind or nature, and is not delinquent in any way. Delinquent status must be disclosed or risk debarment by the Knox County Procurement Division.
- 2.22 TERMINATION:** County may terminate this agreement with or without cause at any time upon thirty (30) calendar days' written (email) 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 SCOPE OF WORK:** This solicitation is to convey to vendors the quality and type of Produce required by Knox County. Award will be based on Best Value. Best Value means more than low cost. It includes initial cost, service quality and other factors detailed herein.
- 3.2 ADDITIONS OR DELETIONS OF GOODS:** Knox County reserves the right to add or delete goods or services as the need arises. If items are to be added, Knox County and the Contractor will arrive at a mutually agreed-upon 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 possible total of five (5) years. Knox County reserves the right to purchase these goods from other sources if the need arises. Knox County reserves the right to revoke the award if a pattern of unavailability arises with the vendor.
- 3.4 BACKGROUND CHECKS:** A Knox County Sheriff's Office background check may be a requirement for all employees of the vendor's staff providing services to the Knox County Sheriff's Office. Certain felony convictions will prohibit individuals from servicing this department.

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

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

Each statement must contain the following:

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

- 3.6 CHANGES AFTER AWARD:** It is possible after award that Knox County may change its needs or requirements. Knox County reserves the right to make such changes after consultation with the Contractor(s). Should additional costs arise, Knox County reserves the right to consider accepting these charges provided the Contractor(s) can document the increased costs. Knox County also reserves the right to accept proposed service changes from the Contractor(s) if they will lower the cost to Knox County and/or provide improved service.
- 3.7 DELIVERY:** Contractor must schedule delivery with each department. Delivery schedules may differ per department. However, it is anticipated that deliveries will be made at a minimum of one (1) time per week.
- 3.8 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.
- 3.9 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” (FOB) to the Knox County Department.
- 3.10 EVALUATION CRITERIA:** Each schedule will be evaluated separately using the following evaluation criteria. Please reference Section 3.18, for minimum requirements, to be considered for cost evaluation.
- | | |
|--|------------------|
| Cost | 80 points |
| Capacity to Provide Commodities | 20 Points |
- Quality control program(s) in place to ensure freshness and ripeness of produce (See Section 4.9)
 - Access to local, regional, and national producers (See Section 4.9)
 - References (See Attached Reference Form)
- 3.11 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.
- 3.12 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.
- 3.13 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 showing the specified coverage and naming Knox County as additionally insured.
- 3.14 INTERPRETATION:** No oral interpretation will be made to any bidder regarding the meaning of specifications. All questions are to be submitted electronically (email) and will be answered in the form of an amendment to the solicitation by the Knox County Procurement Division.
- 3.15 INVOICES:** All invoices are payable from the individual Knox County department. The vendor must adhere to the following instructions:

All invoices MUST contain the following information:

- Name of department delivered to
- Name of each item
- Quantity of each item
- Unit price
- Extension of unit price
- Total for each item
- Notation of shortages
- Notation of mark-outs
- Notation of substitutions
- Readable signature of authorized receiving personnel

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

3.16 INVOICING: Mail/Email 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 has separate accounts for each department or division that desires to purchase from you.

3.16.1 Submit one original invoice and one exact copy.

3.16.2 Invoices are not to be lump sum but rather detail each item charged.

3.16.3 Invoices are to be detailed as to what each transaction represents. For instance, the phrase, "billing adjustment" is not acceptable. Line items must be fully detailed.

3.16.4 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

Chief Debbie Cox

400 West Main St.

L-149

Knoxville, TN 37902

Invoices may also be emailed to invoices@knoxsheriff.org

Roger D. Wilson Detention Facility

Chief Debbie Cox

5001 Maloneyville Rd

Knoxville, TN 37918

Invoices may also be emailed to invoices@knoxsheriff.org

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.**

***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.**

3.17 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.

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

3.19 MINIMUM REQUIREMENTS TO PARTICIPATE IN THIS SOLICITATION:

- Minimum five (5) years' experience supplying similar product/commodities and services to local governments similar in size to Knox County
- Must have 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.

3.20 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 regarding this policy.

3.21 NUTRITIONAL INFORMATION: Vendor must provide nutritional information upon request.

3.22 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.

3.23 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

3.24 PERFORMANCE FILE: Unit prices shall remain constant for one (1) week. Vendor must email price changes to using department representatives, by Friday of each week for the following week.

3.25 PRICING: Knox County is requesting pricing based on a cost-plus markup basis. Bidders must state their cost plus a percentage markup for the items listed. Pricing shall be based off of the bidder's cost for the week of **March 11th through March 15th, 2024**. In order to verify pricing, Knox County reserves the right throughout the contract period to request copies of the vendor's invoices detailing their costs. Failure to provide the invoices and/or repeated instances in which the vendor's cost plus the stated markup do not match the County's costs will be just cause to terminate the contract. The successful bidder will be required to keep invoices on file for a period of five (5) years after contract expiration, either by the completion of all contract terms and renewals or by cancellation by the County or Contractor.

- 3.26 QUALITY CONTROL PROGRAM:** Bidders must detail, in narrative form, their process for ensuring the quality of the product being delivered as well as the steps that will be taken to remedy any quality issues.
- 3.27 QUANTITIES SHOWN:** The quantities shown in this IFB represent the best estimates that Knox County requires supporting their current programs. The quantities to be purchased may vary depending upon internal changes. Knox County does not assume or accept responsibility to purchase the total quantities listed. Knox County reserves the right to purchase more or less of specified amounts. Quantities shown shall not be construed to represent any amount which Knox County shall be obligated to purchase under this Contract or relieve the vendor of his/her obligation to fill all orders placed by the County. No bid will be considered which stipulates that Knox County shall guarantee to order a specific quantity of any item.
- 3.28 REFERENCES:** The vendor must provide with their submittal three (3) references of similar work completed in the last three (3) years. Bidders must submit references on the attached Reference Check Form. Failure to provide references in the format requested will be considered during evaluation and may be just cause for rejection of the bid.
- 3.29 REMOVAL OF VENDOR'S EMPLOYEES:** The successful Contractor agrees to utilize only experienced responsible and capable people in the performance of this contract. Knox County may require that the vendor remove from the job covered under this Contract any employee whose actions are not in the best interest of Knox County.
- 3.30 SANITATION:** All products specified herein must be delivered in vehicles which are maintained in a sanitary condition and properly refrigerated (33-40 degrees F). Knox County reserves the right to reject the use of any equipment by the vendor if it is not in a clean, sanitary condition suitable for the transport of food items.
- Participating departments follow the principles 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.
- 3.31 SUBMIT QUESTIONS:** Agencies may submit questions concerning this solicitation no later than **March 5, 2024 @ 4:30** p.m. local time. Submit questions as stated in Section 1.1.
- 3.32 UNLOADING PRACTICES:** Trucks will be allowed to be unloaded within a reasonable time frame but are asked not to unload during times specified by the using department.

SECTION IV GENERAL PRODUCT SPECIFICATIONS

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

- 4.7 Stock is to be placed adjacent to the appropriate storage area or area designated by the department contact.
- 4.8 Produce left on the loading dock will be rejected and vendor is liable for the product.
- 4.9 Bidders must detail, in narrative form, their access to suppliers on a local, regional, and national level.

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

SECTION V VENDOR INFORMATION FOR BID 3533, PRODUCE 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 Employer Identification Number (EIN) _____

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

Authorizing Signature _____
(Please sign original in blue ink)

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

Authorizing signature _____
(Please sign original in blue ink)

5.11 Have you included a copy of your Knox County Business License? (If applicable)
_____ Yes _____ No

5.12 Will you accept a credit card (VISA) as a form of payment per Section 1.18? _____ Yes _____ No

5.13 Did you include the Insurance Checklist as per Section 3.13? _____ Yes _____ No

5.14 Did you include a sample invoice as per Section 3.16? _____ Yes _____ No

5.15 Did you attach narratives regarding capacity to provide commodities, including access to suppliers on a local, regional, and national level, and Quality Control Program, per Sections 3.26, and 4.9?
_____ Yes _____ No

5.16 Did you attach the reference check attachment? _____ Yes _____ No

5.17 Addendum received for this bid:

Addendum #1 _____ Addendum #2 _____ Addendum #3 _____ Addendum #4 _____

5.18 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:

SECTION VI PRICING FOR PRODUCE FOR GOVERNMENT, BID #3533 VENDOR _____

PRODUCE								
	Description	Packed	Estimated Usage Monthly	Brand Proposed	Stock Number	Bidder's Unit Price (3/11 – 3/15)	Percentage Markup	Total Extended Price
1	Apple, Golden Delicious	110-113 Count	197					
2	Apple, Granny Smith	125 Count	94					
3	Apple, Red Delicious	100-113 Count	2237					
4	Apple, Red Delicious	80-88 Count	9					
5	Apple, Red Delicious	125-138 Count	7					
6	Apple, Red Rome	88 Count	50					
7	Banana	10 lb.	9					
8	Banana, Green Tip	10 lb.	32					
9	Banana, Green Tip	40 lb.	896					
10	Broccoli	14 Count	54					
11	Broccoli Crown	20 lb.	4					
12	Broccoli Floret	4/3 lb.	200					
13	Cabbage Box	50 lb.	240					
14	Cabbage, Red	5 lb.	3					
15	Cabbage, Shredded, Separate Color	4/5 lb.	29					
16	Carrot	5 lb.	2					

SECTION VI PRICING FOR PRODUCE FOR GOVERNMENT, BID #3533 VENDOR_____

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

SECTION VI PRICING FOR PRODUCE FOR GOVERNMENT, BID #3533 VENDOR_____

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

SECTION VI PRICING FOR PRODUCE FOR GOVERNMENT, BID #3533 VENDOR_____

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

SECTION VI PRICING FOR PRODUCE FOR GOVERNMENT, BID #3533 VENDOR_____

	Description	Packed	Estimated Usage Monthly	Brand Proposed	Stock Number	Bidder's Unit Price (3/11 – 3/15)	Percentage Markup	Total Extended Price
67	Spinach, Stemless	4/2.5 lb.	5					
68	Squash, Yellow	20 lb.	7					
69	Squash, Zucchini	½ Bushel	14					
70	Strawberries	2/4 lb.	16					
71	Tangerine	100 count	52					
72	Tomato, 6x5	10 lb.	1					
73	Tomatoes, #1, 5x6	25 lb.	184					
74	Tomatoes, 5x6	20 lb.	228					
75	Tomatoes, Bulk	25 lb.	84					
76	Tomatoes, Cherry	12 pint	50					
77	Watermelon	1 count	85					
	TOTAL							

The items listed are for informational and evaluation purposes only and are in no way to be construed as a guarantee that these amounts will be ordered. Items will be ordered on an as needed basis. The County may also purchase higher quantities than those listed. Reference Section 3.27.

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

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 ADDITIONALLY INSURED ON ALL POLICIES EXCEPT WORKERS' COMPENSATION AND AUTO. ENDORSEMENT PAGE(S) SHALL BE SUBMITTED WITH EACH COI FOR THE DURATION OF THE CONTRACT TERM.
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 BIDDER NAMED BELOW.

AGENCY NAME: _____ AUTHORIZING SIGNATURE: _____

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

BIDDER NAME: _____ AUTHORIZING SIGNATURE: _____

REFERENCES OF SIMILAR ACCOUNTS

Bidder: _____

Bidders shall submit a list of three (3) projects of similar size which have been in service for at least one year. Each vendor is responsible for obtaining approval to submit and confirming the contact information provided for each reference. Knox County will not be responsible for gathering additional information for references that are incomplete or incorrect. **Reference checks will be sent via e-mail only.** Reference Forms that cannot be delivered with the contact information listed, not returned prior to the deadline listed on the form, or not returned at all will be scored accordingly.

REFERENCE #1

Name of Firm: _____	
Address: _____	
Contact Person: _____	
Contact Person Telephone: _____	E-mail (required): _____
Nature of Contract: _____	
Contract Start Date: _____	Contract End Date: _____

REFERENCE #2

Name of Firm: _____	
Address: _____	
Contact Person: _____	
Contact Person Telephone: _____	E-mail (required): _____
Nature of Contract: _____	
Contract Start Date: _____	Contract End Date: _____

REFERENCE #3

Name of Firm: _____	
Address: _____	
Contact Person: _____	
Contact Person Telephone: _____	E-mail (Required): _____
Nature of Contract: _____	
Contract Start Date: _____	Contract End Date: _____