

INVITATION TO BID/TERM CONTRACT # **5412324(SW)**
CONTRACT PERIOD EFFECTIVE: JULY 1ST 2023 THROUGH JUNE 30TH 2024

COMMODITY/SERVICE DESCRIPTION: **JAIL GROCERY ITEMS**

BID DUE ON OR BEFORE 2:00 PM: **JUNE 14, 2023**

SULLIVAN COUNTY USER DEPARTMENT: **JAIL**

GENERAL

Attached are instructions and conditions for submitting a bid for Jail Grocery Items for the Sullivan County Jail. The quantities shown on the bid form are estimated quantities for a one-year average.

The objective of this bidding effort is to select a single supplier for Jail Groceries in such a manner as to provide for open and free competition and comparability. This is a firm fixed price bid to be awarded by total bottom line.

BID PERIOD

The bid period begins July 1, 2023, and ends June 30, 2024.

All questions regarding this bid must be emailed to Stephanie Walker at stephanie.walker@sullivancountyttn.gov no later than Wednesday, June 7, 2023. Answers to questions will be addressed in an Addendum and posted on Vendor Registry by Friday, June 9, 2023, by end of business day.

Sealed written bids will be received at the time and place specified on the Invitation to Bid. Postmark on the Bid by this date will not suffice. Bid must be received on/or before **June 14, 2023**, at 2:00 p.m. EST. No late bids will not be accepted! Faxed or emailed bid documents will NOT be accepted. All bids will be considered for award or rejection at a later date.

VENDOR QUALIFICATION

Potential bidders must meet the following criteria:

- Be able to provide products as specified.
- Provide dependable delivery of items ordered.
- Meet specifications and bid conditions.
- Demonstrate successful past performance.

BID AWARD

The Sullivan County Purchasing Department will receive sealed bids until **2:00 p.m. Eastern Time, June 14, 2023**, and at that time publicly open in the Purchasing Department, located at 3411 Hwy 126, Suite 201,

Blountville, TN 37617. Bids will also be examined for compliance with specification and conditions outlined in the bid document. All bids will be considered for award or rejection at a later date.

Consideration will be given to all bids properly submitted. Bids will receive appropriate confidentiality before awarding. Upon award, bid documents and tabulations will be available for review. Errors discovered after public opening cannot be corrected, and the bidder will be bound to honor bid as submitted.

The intent of this invitation to bid is to select one primary provider for grocery items for the Sullivan County Jail and Jail Extension. The contract will be awarded in writing to the responsive and responsible bidder whose bid is the lowest total cost for all items. Award information will be available to all participants after the bids have been tabulated and reviewed. Sullivan County reserves the right to accept or reject any or all bids.

Sullivan County reserves the right to accept or reject any or all bids. If a prospective vendor does not agree with the bid award, they have the right to protest. Any protest to a bid award by Sullivan County shall be submitted in writing to the Purchasing Agent with a copy to the Sullivan County Mayor and delivered not later than seven (7) calendar days from the date of the county's award decision. Such protest must include a protest bond in the amount of \$350 (Cashier's Check payable to the Sullivan County Trustee or Cash) submitted to the Purchasing Agent before the County will consider the protest. This protest bond will serve as a guarantee by the protester of the validity and accuracy of the protest. If the protest is denied by the County Mayor, the bond will be retained to cover costs associated with the protest. The steps for dispute resolution may include:

- A meeting with the Purchasing Agent, the requisitioning Department Manager, and representatives from the disputing party to discuss and resolve the complaint.
- Information from the aforementioned meeting will be forwarded to the County Attorney for review.
- A written decision letter stating the reasons for the decision will be prepared by the Purchasing Agent and submitted in writing to the protester and all parties involved.
- Purchases will not be allowed under this procurement until a final decision is rendered.
- In the event that purchases must be made before a final decision is rendered, the emergency purchase procedure will be used.

CONTRACT PERIOD, PRICE ADJUSTMENTS AND RENEWAL

The initial contract period will be July 1, 2023 - June 30, 2024

The intent of the invitation to bid is to select one primary supplier for all of the items requested in this bid for one (1) year with the option to renew all aspects of the contract resulting from this bid one year at a time for an additional three (3) years based on a firm fixed price. Sullivan County reserves the right to add/or delete products during the contract period. All future contract renewals will begin on July 1 and end on June 30.

All prices shall remain firm for a minimum of sixty (60) days from bid opening date after which prices can escalate or de-escalate in accordance with changes in the market. Price changes shall be effective on the first calendar day of the month thereafter. Any changes shall be submitted to the Purchasing Department in a typed or printout form five (5) working days prior to that time with appropriate documentation to support the requested price adjustment. Verifiable resources for documentation would be original supplier/distributor invoices or use of Consumer Price Index.

Prices quoted shall not include either Federal and/or State sales tax. A tax exemption certificate can be provided if required.

BID PREPARATION

Each respondent should bid on all items listed on the bid form. 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. In the event a respondent fails to quote a price on an item, the highest price for that item from all bids received will be inserted to calculate the bottom-line price. Bidders should enter alternate product information on the line below the original item. Respondents are required to complete each column for each item as designated on the spread sheet. Price per case/pack size is also required on the spread sheet. The respondent's prices shall include delivery of all items F.O.B. destination to the Sullivan County Main Jail and Sullivan County Jail Extension.

All bids shall be in accordance with the instructions to bidders and specifications as attached. Specifications are intended to be open and non-restrictive.

Estimated usages are given for each item. The estimated usages do not indicate the actual quantity which will be ordered, the volume fluctuates depending on inmate population. Estimated usages are based on the 22-23 fiscal year purchases and are estimated for the bid period.

All columns of the bid document must be completed in ink or typewritten. Each price must also be printed in ink or typewritten on the proposal form. No erasures shall be permitted. Errors may be crossed out and corrections printed in ink or typewritten and must be initialed in ink by the person signing the bid. **In order for respondents bid to be considered prices MUST be entered on the form (spreadsheet) included in this bid package.** Mathematical calculations involving decimals must be carried to two (2) places.

Should a bidder find discrepancies or omissions from the bidding document or be in doubt as to their meaning, they shall at once request clarification from Stephanie Walker, Buyer at stephanie.walker@sullivancountytn.gov

It shall be the sole responsibility of the bidder to make certain that all bids in proper form are submitted prior to the bid opening deadline shown above to the Sullivan County Purchasing Department.

The Bid Form, Bid Certification and Compliance Affidavit must be filled out and signed where appropriate. All original forms must be signed by a person with authority to bind the bid. The Bid must be sealed in an envelope that is labeled according to the directions stated below.

Mark bid envelope as follows:

ITB #5412324(SW) Jail Grocery Items

The bid must then be mailed or delivered to the following address:

Mail Sealed Bid to: Sullivan County Purchasing
3411 Hwy 126, Ste. 202
Blountville, TN 37617

ORDERS

All orders for bi-weekly delivery will be emailed to the successful vendor no later than Friday for delivery the following Wednesday.

DELIVERY

1. Groceries shall be delivered before 8:00 am to the Main Jail and Jail Extension Kitchen located below:

Items are to be delivered to the following location:

Main Jail: 140 Blountville Bypass, Blountville, TN. 37617

Jail Extension: 921 Emergency Road, Blountville, TN 37617

2. Delivery shall be made in the quantities specified.
3. All goods delivered must be in strict accordance with the brand, conditions, and certifications specified and accepted in the bid award.

Sullivan County reserves the right to refuse products that show evidence of damage or do not meet specifications and/or deliver the product which was bid. The vendor shall assume all responsibility for any damage in transit. The delivery must be documented with a legible invoice and/or delivery ticket with the correct bid price, quantity, and extension.

No substitutions of delivery days or times can be made without prior approval of the Sullivan County Jail Kitchen Supervisor.

In the event vendor fails to deliver on the specified date and does not notify the Sullivan County Jail, Sullivan County reserves the right to terminate the contract in whole or in part by providing notification in writing. The successful bidder shall provide the name and telephone contact number of a company contact person, along with a delivery schedule that includes the delivery person's name and contact number.

VENDOR PERFORMANCE

If the Vendor fails in full or part to perform or comply with any provision of this Contract or the terms or conditions of any documents referenced and made a part hereof, Sullivan County may terminate this Contract, in whole or in part, and may consider such failure or noncompliance a breach of Contract. Vendors with poor performance will be notified at the time of such performance and be given opportunity to correct the problems. Documentation will be kept on file. Any vendor with continued poor performance will be removed from the potential vendor list for one year.

Failure to deliver within the time specified or within a reasonable amount of time, or failure to make replacements of a rejected item immediately will constitute authority to purchase on the open market to replace the item(s) rejected and/or not received. On all such purchases, the Vendor agrees to promptly reimburse the jail for excess costs incurred by such a purchase.

Reasons for product rejection may be any one of the following:

- Quality
- Price
- Serviceability of item (damage/expired)
- Product does not meet bid specifications.

BREACH

A party shall be deemed to have breached the contract if any of the following occurs:

1. Failure to provide products or services that conform to contract requirements or
2. Failure to deliver within time specified or within a reasonable amount of time; or
3. Failure to perform in full or in part any of the other conditions of the contract.

ACTIONS IN EVENT OF A BREACH

Upon the occurrence of any event of breach, the County may take anyone, or more, or all, of the following actions:

1. Give the Vendor a written notice of the breach requiring it to be remedied within thirty (30) days from the date of the notice, unless another timeline is specified; and if the event of breach is not remedied within the time limit, terminate this contract with notice provided to the Vendor;
2. Give the Vendor a written notice specifying the event of breach and suspending all payments to be made under this contract and ordering that the portion of the contract price, which would otherwise accrue to the Vendor during the period from the date of such notice until such time as the County determines that the Vendor has cured the breach, shall not be paid to the Vendor until the Vendor has cured the breach;
3. Set off against any other obligation the County may owe to the Vendor any damages the Jail System suffers by reason of any event of breach.
4. Treat the contract as materially breached and pursue any of its remedies at law or in equity, or both.

CONTRACT TERMINATION FOR CAUSE

If the Contractor fails to properly perform its obligations under this contract in a timely or proper manner, or if the Contractor violates any terms of this contract, Sullivan County shall have the right to terminate the contract and withhold payments in excess of fair compensation for completed services.

In the event the contract is terminated for due cause by the County, the County shall have the option of awarding the contract to the next lowest bidder or re-bidding.

CONTRACT TERMINATION FOR CONVENIENCE

Sullivan County may, by written notice to the Vendor, terminate this Contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by the County. The County must give notice of termination to the Vendor at least 30 days prior to the effective date of termination. The Contractor shall be entitled to receive compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the County be liable to the Contractor for compensation for any service which has not been rendered. Upon such termination, the Contractor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

INVOICES AND STATEMENTS

All monthly statements are to be issued to include and end with the cut-off date which will be the LAST DAY OF THE MONTH.

A delivery ticket must be furnished at the time of delivery. Delivery ticket and/or invoice must be signed by the Jail Kitchen Supervisor or designee; show purchase order number, quantity, description (brand name, size or weight) unit price, total price and total amount of the order. **Unsigned invoices will not be paid.** If an item must be returned or is rejected, the invoice must be signed by the Jail Kitchen Supervisor or designee and the person delivering.

At the end of each month, a separate statement showing invoice numbers and dates of delivery must be e-mailed to Michael Kennedy at mkennedy@scsotn.com.

PAYMENTS

Invoices will be balanced with the statement and processed for payment based upon firm, fixed bid pricing. If incorrect pricing is sent on invoices, corrections will be made before payment. Statement must include any credits issued during the month.

All products supplied under this contract are tax exempt.

RECALL

Vendors must have a procedure in place to trace purchases and deliveries so the product source can be identified during product recalls. In the event of a recall, the vendor must contact Glenn Spangler, Kitchen Supervisor at 423-534-3954.

If the Jail received the product, the vendor shall make appropriate arrangements for pickup from each location that received the recalled product.

REGULATION COMPLIANCE

- All contracts awarded in excess of \$10,000.00 shall comply with Executive Order 11246, entitled “Equal Employment Opportunity,” as amended by Executive Order No 11375, and supplemented by the Department of Labor regulations (41CFR, Part 60).
- Provide access to duly authorized representatives of Sullivan County, State Agency, or USDA or Comptroller General to pertinent documents or records when a contract has been awarded.
- All property or services furnished must comply with all applicable Federal, State, and Local laws, codes and regulations.

BID CERTIFICATION

We have carefully examined and fully understand the General Bid Conditions in furnishing the Sullivan County Jail for the items requested.

In compliance with the bid award, and subject to all terms and conditions listed on the General Bid Conditions, the undersigned offers and agrees to sell to the Sullivan County Jail all items as quoted. It is understood that all prices quoted include any and all delivery charges and are not subject to finance charges. We guarantee the items to be as specified, delivered to the jails and that unloading will be done in the presence of the kitchen supervisor, or designated person so that quantities, brands, and condition of product may be verified. We also agree that any item quoted by us that does not meet specification or is damaged or unlabeled will be returned at our expense.

SIGNATURE OF AUTHORIZED REPRESENTATIVE

PRINT NAME OF AUTHORIZED REPRESENTATIVE

TITLE OF AUTHORIZED REPRESENTATIVE

COMPANY

ADDRESS

CITY, STATE, ZIP CODE

TELEPHONE

FAX

DATE

COMPLIANCE AFFIDAVIT(S) (TOTAL OF 3 PAGES)

THIS COMPLIANCE AFFIDAVIT MUST BE SIGNED, NOTARIZED AND INCLUDED WITH ALL BIDS – FAILURE TO INCLUDE THIS FORM WITH THE BID SUBMITTED SHALL DISQUALIFY THE BID FROM BEING CONSIDERED.

VENDOR:

CONFLICT OF INTEREST:

1. No Board Member or officer of Sullivan County or other person whose duty it is to vote for, let out, overlook or in any manner superintend any of the work for Sullivan County has a direct interest in the award of the vendor providing goods or services.
2. No employee, officer or agent of the grantee or sub-grantee will participate in selection, or in the award or administration of an award supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when the employee, officer or agent, any member of their immediate family, his or her partner, or an organization, which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award.
3. The officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from vendors, potential vendors, or parties to sub-agreements.
4. By submission of this form, the vendor is certifying that no conflicts of interest exist.

DRUG FREE WORKPLACE REQUIREMENTS:

5. Private employers with five or more employees desiring to contract for construction services attest that they have a drug free workplace program in effect in accordance with TCA 50-9-112.

ELIGIBILITY:

6. The vendor is eligible for employment on public contracts because no convictions or guilty pleas or pleas of nolo contendere to violations of the Sherman Anti-Trust Act, mail fraud or state criminal violations with an award from the State of Tennessee or any political subdivision thereof have occurred.

GENERAL:

7. Vendor fully understands the preparation and contents of the attached offer and of all pertinent circumstances respecting such offer.
8. Such offer is genuine and is not a collusive or sham offer.

IRAN DIVESTMENT ACT:

9. Concerning the Iran Divestment Act (TCA 12-12-101 et seq.), by submission of this bid/quote/proposal, each vendor and each person signing on behalf of any vendor certifies, and in the case of a joint bid/quote/proposal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each vendor is not on the list created pursuant to § 12-12-106.

NON-COLLUSION:

10. Neither the said vendor nor any of its officers, partners, owners, agents, representatives, employees or parties interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other responder, firm, or person to submit a collusive or sham offer in connection with the award or agreement for which the attached offer has been submitted or to refrain from making an offer in connection with such award or agreement ,or collusion or communication or conference with any other firm, or, to fix any overhead, profit, or cost element of the offer price or the offer price of any other firm, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against Sullivan County or any person interested in the proposed award or agreement.
11. The price or prices quoted in the attached offer are fair, proper and not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the firm or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

NON-BOYCOTT OF ISRAEL AFFIDAVIT:

12. Concerning the Non-Boycott of Israel Act (TCA 12-4-1 et seq.), by submission of this bid/quote/proposal, each supplier and each person signing on behalf of any supplier certifies, and in the case of joint bid/quote/proposal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each supplier is not boycotting Israel pursuant to § 12-4-1 and will not during the term of any award. Note: Applicable only to contracts of \$250,000 or more and to suppliers with 10 or more employees.

The undersigned hereby acknowledges and verifies that the response submitted to this solicitation is in full compliance with the applicable laws/listed requirements.

SIGNED

BY: _____

PRINTED NAME: _____

TITLE: _____

SUBSCRIBED AND SWORN TO BEFORE ME THIS DATE: _____

BY (NOTARY PUBLIC): _____

MY COMMISSION EXPIRES ON: _____