

INVITATION FOR BIDS

DATE November 29, 2012

SEVIER COUNTY SHERIFF'S OFFICE
106 W BRUCE ST.
SEVIERVILLE, TN. 37862
865-453-4668 PHONE
865-774-3951 FAX

INMATE FOOD BID FOR SEVIER COUNTY SHERIFF'S OFFICE

Sealed bids, subject to the conditions and instructions contained herein, will be received at the office of the County Mayor, Sevier County Courthouse, Sevierville, TN until the due date and hour shown below (local prevailing time) and then publicly opened, for furnishing the following described equipment, materials, and/or services for delivery and/or performance F.O.B.

Bid Due: December 13 at 10 a.m.

AN ORIGINAL AND ONE (1) COPY OF YOUR SUBMITTAL IS REQUESTED

In compliance with this invitation for Bids, and subject to all the conditions thereof, the undersigned offers, if this bid is accepted within (30) calendar days or sooner from the date of the opening, to furnish any or all of the items and/or services upon which prices are quoted, at the price set opposite each item, to be delivered at the time and place specified herein. The undersigned certifies he has read, understands, and agrees to all terms, conditions, and requirements of this bid, and is authorized to contract on behalf of firm named below. This form must be signed. All signatures must be original and not photocopies. Upon acceptance of bid, purchases on contract shall begin January 1, 2013.

Company Name:

Address: _____

County/State/zip _____

Telephone: _____ Fax No: _____

Federal Tax Id (or Social Security #) _____

Print Name: _____

Title: _____

Signature _____

Date: _____

Initial _____

CONDITIONS AND INSTRUCTIONS

1. All bids shall be submitted on and in accordance with this form. If more space is required to furnish a description of the services offered or delivery terms, the bidder may attach a letter hereto that will be made a part of the bid. All bids shall be submitted sealed, plainly marked showing the bid name, date and time.
2. Bids and amendments thereto, if received after the date and time specified for bid opening will not be considered. It will be the responsibility of the bidder to see that their bid is received by the Mayor's Office by the specified time and date. There will be no exceptions. The date of postmark will not be considered. Telephone, facsimile, electronic and verbal bids will not be accepted. Prices or changes shown on the outside of an envelope will not be acceptable.
3. Prices shall be stated in units of quantity specified. No additional charges shall be passed to the County, including any applicable taxes, delivery or fuel surcharges. Prices quoted shall be final cost to the County.
4. The time of proposed delivery must be stated in definite terms. If time of delivery for different services varies, the bidder shall so state.
5. In case of error in the extension of prices, the unit price shall govern.
6. The bidder certifies by signing this invitation for Bid that this bid is made without prior understanding, agreement, or accord with any other person submitting a bid for the same service and that this bid is in all respects, bona fide, fair and not the result of any act of fraud or collusion with another person engaged in the same line of business or commerce. Any false statement hereunder constitutes a felony and can result in a fine and imprisonment, as well as civil damages.
7. Award will be made to the lowest responsive and responsible bidder. The quality of the services to be supplied, their conformity with the specifications, their suitability to the requirements, the delivery terms, qualifications and references will be taken into consideration in making an award. Length of time for delivery as well as price may be considered in awarding the bid.
8. The County reserved the right to award by item, groups of items or total bid, to reject any and all bids in whole or in part, and to waive any informality if it is determined to be in the best interest of the County.
9. Payment Terms:
 - a) Payment terms shall be considered in determining the low bidder.
 - b) The Payment terms state herein must appear on the vendor's invoice. Failure to comply with this requirement shall result in the invoice being returned to the vendor for correction.
10. Receipt of your bid by the County is not to be construed as an award for services.
11. In event of default by the contractor, the County reserves the right to procure the services from other sources, and hold the contractor liable for any excess cost occasioned thereby.
12. Availability of Funds: obligations on those contracts that envision extended funding through successive fiscal periods shall be contingent upon actual appropriations for the following years.
13. The contractor shall keep himself fully informed of all Federal, State and local laws, ordinances and regulations that in any manner affect the conduct of the work. The contractor shall at all times observe and comply with all such laws, ordinances and regulations and he shall protect and indemnify the

County and its representatives against any claim or liability arising from or based on any violation of the same, whether by the contractor, his subcontractors, suppliers and materials or services or others engaged by the contractor or the employees of any of them.

14. All prices and notations should be in ink or typewritten. Mistakes may be crossed out and corrections made in ink and must be initialed and dated in ink by the person signing the bid.
15. All bids must be signed by an authorized, responsible officer or employee having the authority to enter contracts. Obligations assumed by such signature must be fulfilled.
16. If you do not quote, advise the County of your intent and state the reason. Otherwise your name may be removed from our mailing list.
17. Non-Discrimination: During the performance of this contract, the contractor agrees as follows: He/she will not discriminate against any employees or applicants for employment because of race, religion, color, sex, national origin, age disability, or any other basis prohibited by state law relating to discrimination in employment, except where one or more of these are a bona fide occupational qualification reasonable necessary to the normal operations of the contractor. The contractor agrees to post in conspicuous places available to employees and applicants for employment, notices setting forth provisions of this non-discrimination clause.
18. Direct contact with Sheriff's Office on the subject of this bid is expressly forbidden except with the foreknowledge and permission of the Sheriff or his representative.
19. Bidders have the right to request withdrawal of their bids from consideration due to error by giving notice not later than two days after bids are publicly opened.
20. If County Courthouse is closed for business at the time scheduled for bid opening, for whatever reasons, sealed bids will be accepted and opened on the next business day of the County, at the originally scheduled hour.
21. The original copy maintained by The County Mayor's Office in the bid file, shall be considered the official copy.
22. All vendors may be required to store food items if necessary.

Initial_____

ANTI-COLLUSION CERTIFICATION

The bidder certifies that this bid is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a bid for the same product and that this bid is in all respects bona fide, fair and not the result of any act of fraud or collusion with another person or firm engaged in the same line of business or commerce. The bidder understands collusive bidding is a violation of Federal Law and that any false statement hereunder constitutes a felony and can result in fines, imprisonment as well as civil damages. The bidder also understands that failure to sign this statement will make the bid non-responsive and unqualified for award.

Signed: _____

Date: _____

Name of Company: _____

Notary Public: _____ Term Expires _____

Date: _____ Seal

GENERAL

This invitation for Bid shall be the basis for establishing a purchase order contract for "Jail Food".

CONTRACT TERM:

The contract period shall begin on January 1, 2013. At the County's option, the contract may be renewed up to three (3) years in one hundred eighty (180) day increments, with the option on increasing the price of goods by 3% without rebid if both parties agree.

FIRM PRICING

Prices shall remain firm for the initial contract period. The County reserves the right to negotiate reductions in the price due to changes in market conditions during the contract period and renewals.

PRICE ESCALATION/DE-ESCALATION

Prices are to remain firm for the first contact period. In subsequent terms, the contractor may request, in writing at least sixty-days (60) in advance of the contract ending date, an increase/decrease. Should the County elect to exercise the option to renew the contract for additional year(s), the contract prices for the additional years shall not exceed the percentage increase/decrease of the "Services" category of the CPI-W SECTION OF THE CONSUMER PRICE INDEX of the United States Bureau of Labor Statistics for the latest twelve month for which statistics are available. Should the price change be granted and the County elects to renew the contract the purchase order will reflect the changes.

AWARD

The Bid awarding will be approved by the Sevier County Sheriff or his designee.

CANCELLATION

The County may cancel the contract with the vendor at any time for vendor poor-performance. Cancellation shall not release the vendor from legal remedies available to the County.

QUESTIONS

All questions of a procedural nature shall be directed to Deputy Chief Larry McMahan on the front of this document. Questions of a technical nature shall be submitted in writing by facsimile or other methods to the Sheriff's Office at location and fax on front of document.

CONTRACT

Direct contact with any Sheriff's Office employee on the subject of this invitation for bid is expressly forbidden, except with the foreknowledge and permission of the Deputy Chief, Larry McMahan.

TASKS of Vendor if awarded:

Arrange for delivery to the jail once a week. Update list on an as needed basis.

SUBMITTALS

1. Request for Proposal Packet- complete with each page initialed for accuracy and understanding and one copy.

EXCEPTIONS:

Note: Bidder must sign the appropriate statement below as applicable.

_____ Bidder understands and agrees to all terms, conditions, requirements, and specifications stated herein.

Firm: _____

Signature_____

_____ Bidder takes exception to terms, conditions, requirements or specifications stated herein. (Bidder must itemize all exceptions below, and return with this IFB submittal)

Firm: _____

Signature: _____

Exceptions to note:

Vendors should note that any exceptions taken from the stated terms and or specifications may be cause for their submittal to be deemed "Non responsive" risking the rejection of their submittal.

Initial_____