

The Procurement Division of Knox County, Tennessee will receive sealed bids for the provision of **Bread for Knox County Schools** as specified herein. Bids must be received by **2:00 p.m. on April 21, 2021**. Late bids will be neither considered nor returned.

Deliver Bids To:
Bid Number 3038
Knox County Procurement Division
Suite 100, 1000 North Central Street
Knoxville, Tennessee 37917

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

SECTION I GENERAL TERMS AND CONDITIONS

- 1.1 ADDITIONAL INFORMATION:** Knox County wants requests for additional information routed to Jay Garrison, CPPO, CPPB, Procurement Coordinator, at 865.215.5767. Questions may be faxed to 865.215.5778 or emailed to jay.garrison@knoxcounty.org. Information about the Knox County Procurement Division and current solicitations may be obtained on the Internet 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 sixty (60) business days from the date of the bid opening, unless otherwise indicated in their bid.
- 1.3 ALTERNATIVE BIDS:** Knox County will not accept alternate bids (those not equal to specifications) unless authorized by the Invitation for Bid.
- 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 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 bidders, when hand delivering bids, to time date and stamp the envelope before depositing it in the bid box. The time clock in the Procurement Division shall become the official record of time. Knox County 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.

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 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 product numbers listed. References to brand names, trade names, product 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 CLOSURES:** During periods of closure due to unforeseen circumstances in Knox County or closures at the direction of the Knox County Mayor, the Procurement Division will enact the following procedures in regards to solicitations and weather delays:

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

Knox County is committed to ensuring full and equitable participation for all disadvantaged businesses. Knox County welcomes submittals from those disadvantaged businesses that have an interest in providing goods and/or services listed herein. In addition, Knox County strongly encourages the inclusion of disadvantaged businesses by non-disadvantaged Contractors who may wish to partner or subcontract portions of this agreement in order to accomplish the successful delivery of goods and/or services.

If you are a disadvantaged business and would like additional information about our Disadvantaged Business Program, please contact:

Diane Woods, CPPB, Business Outreach Administrator
 Knox County Procurement
 Telephone: 865.215.5760
 Fax: 865.215.5778
 E-Mail: diane.woods@knoxcounty.org

- 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. Email and Facsimile submission is strictly prohibited.
- 1.15 HOW TO DO BUSINESS:** Knox County utilizes a web-based Procurement software system, "Knox Procurement On-Line." 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 proposals for our vendor-clients and on-line 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 on-line Procurement system, "Knox Procurement On-Line," 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 the bidder in the preparation of their bid.
- 1.17 MULTIPLE BIDS:** Knox County will consider multiple bids that meet specifications.

- 1.18 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.
- 1.19 PAYMENT METHOD:** Knox County utilizes two (2) methods of placing order 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.
- 1.20 POSSESSION OF WEAPONS:** All vendors and their employees and their agents are prohibited from possessing any weapons on Knox County property without prior written consent from the County. In the case of a vendor whose Contract requires possession of firearms or other weapons to successfully complete their Contract, vendor must provide personnel who are bonded to bear said weaponry.
- 1.21 PROCESSING TIME FOR PAYMENT:** Vendors are advised that a minimum of thirty (30) days is required to process invoices for payment.
- 1.22 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.
- 1.23 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:
- ❖ Be submitted on recycled paper
 - ❖ Not include pages of unnecessary advertising
 - ❖ Be made on both sides of each sheet of paper
- 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. 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.
- 1.25 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. A vendor application may be submitted online at www.knoxcounty.org/procurement. Select the On-Line Vendor Registration link and complete the forms. 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 less than twenty-four (24) hours prior to the bid opening 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 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 CRIMINAL HISTORY RECORDS CHECK:** Any and all successful vendors, vendor employees, and any vendor sub-contractors and its employees that perform any services at Knox County Schools must submit to a criminal history records check at vendor's expense. This is conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation prior to permitting the employee to have contact with students or enter school grounds when students are present. Reference Tennessee Code Annotated Section 49-5-413.
- 2.8 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.
- 2.9 GOVERNING LAW:** The laws of the State of Tennessee shall govern this Contract, and all obligations of the parties are performable in Knox County, Tennessee. The Chancery Court and/or the Circuit Court of Knox County, Tennessee, shall have exclusive and concurrent jurisdiction of any disputes, which arise hereunder.
- 2.10 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.
- 2.11 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.

- 2.12 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.
- 2.13 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.
- 2.14 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.
- 2.15 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.
- 2.16 NON-DISCRIMINATION AND NON-CONFLICT STATEMENT:** Contractor agrees that no person on the grounds of handicap, age, race, color, religion, sex, national origin, or any individual trait or characteristic found to be an illegal consideration shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this agreement or in the employment practices of Vendor. Contractor shall upon request show proof of such non-discrimination and shall post in conspicuous places available to all employees and applicants notices of non-discrimination. Contractor covenants that it complies with the Fair Wage and Hour Laws, the National Labor Relations Act, and other federal and state employment laws as applicable. Contractor covenants that it does not engage in any illegal employment practices.
- Contractor covenants that it has no public or private interest and shall not acquire directly or indirectly any interest, which would conflict in any manner with the provision of its goods or performance of its services. Contractor warrants that no part of the total contract amount provided herein shall be paid directly or indirectly to any officer or employee of Knox County as wages, compensation, or gifts in exchange for acting as officer, agent, employee, sub-contractor 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 anytime. 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:** The intent of these specifications is to obtain Bread for Knox County Schools as desired by Knox County and Knox County School Nutrition. Award will be based on Best Value. Best Value means more than low cost. It includes the initial cost, service quality, and other factors detailed herein.
- 3.2 ACCEPTANCE:** Bidders are advised that the payment of an invoice does not necessarily constitute as an acceptance of services that are provided. Acceptance requires a specific written action by Knox County so stating.
- 3.3 ADDITIONS AND DELETIONS:** The Knox County Schools Food and Nutrition Department reserves the right to add or delete any item or school location during the period of this Contract. Prices for items added must be submitted to the Knox County School Nutrition Department and to the Knox County Procurement Division for acceptance. Knox County will obtain pricing to determine if suggested pricing is in a competitive range. Knox County reserves the right to use multiple methods to seek competitive pricing (e.g. internet, formal quotes, vendor catalogs, etc.). Upon acceptance, the price will remain in effect until the next allowable price adjustment.
- 3.4 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.
- 3.5 AWARD STATUS:** Knox County intends to issue a one (1) year award. Upon the mutual agreement of each vendor and Knox County, the award may be extended for four (4) additional years, one (1) year at a time. This may result in a total of five (5) years. Knox County reserves the right to purchase these items/services from other sources if the need arises.
- 3.6 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.
- 3.7 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.
- 3.8 BID EXPENSES:** Expenses for developing the bids are entirely the responsibility of the bidder and shall not be chargeable in any manner to Knox County.
- 3.9 BILLING FOR SCHOOLS:** Invoices shall be submitted in duplicate to the Knox County Schools Food and Nutrition Department, 912 South Gay Street, Knoxville, TN 37902 and shall contain the following information: Purchase Order number, item number, item description, quantity, and unit price. Extended totals and applicable discounts noted for items delivered. All terms and discounts must be listed on the invoice.

A separate statement for each school location will be prepared monthly. Accounts will close on the last day of the month and the first month will end July 31, 2021. 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 the attention of Knox County Schools Food and Nutrition Department.

Each statement must contain the following:

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

Failure to enter the above information on the invoice may cause a delay in payment. Payment shall be made on partial deliveries accepted by the Knox County Schools Food and Nutrition Department.

- 3.10 BUY AMERICAN REQUIREMENT CERTIFICATE:** Knox County Schools Nutrition Department participates in the National School Lunch Program and the School Breakfast Program and is required to use the nonprofit food service funds, to the maximum extent practicable, to buy domestic commodities or products for program meals. A “domestic commodity or product” is defined as one that is either produced in the United States or is processed in the United States substantially using agricultural commodities that are produced in the United States as provided in 7 CFR Part 210.21(d). Exceptions to the Buy American provision are very limited; however, an alternative or exception may be approved upon request. To be considered for the alternative or exception, the request must be completed using the “Buy American Certification Form” and submitted with the bid. If a request for an exception occurs after time of bid and during the contract period, it must be submitted in writing to Brett Foster, Executive Director of School Nutrition at brett.foster@knoxschools.org, a minimum of 5 day(s) in advance of delivery. Failure to complete and sign the Buy American Certification form and include it with the bid response will be considered a non-responsive bid.
- 3.11 CERTIFICATE REGARDING DEBARMENT:** Attached is a Debarment Certification. All vendors must complete the form and submit it with their bid response grouped within Section V Vendor Information. Vendors that do not submit the certificate will not be considered.
- 3.12 CERTIFICATE OF RESTRICTIONS ON LOBBYING:** Attached is a Certificate of Restrictions on Lobbying. All vendors must complete the form and submit it with their bid response grouped within Section V Vendor Information. Vendors that do not submit the certificate will not be considered.
- 3.13 CHANGES AFTER AWARD:** It is possible that after award, Knox County might change its needs or requirements. Knox County reserves the right to make such changes after consultation with the vendor. Should additional costs arise, Knox County reserves the right to consider accepting these charges provided the vendor can document the increased costs. Knox County 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.
- 3.14 CODE OF CONDUCT:** The following conduct will be expected of all persons who are engaged in the awarding and administration of contracts supported by Knox County School Food and Nutrition Program Funds.
- 1) No employees, officer or agent of Knox County or the School Nutrition Program shall participate in selection or in the award or administration of a contract supported by program funds if a conflict of interest, real or apparent would be involved.
 - 2) Conflicts of interest arise when one of the following has a financial or other interest in the firm selected for this award:
 - a) The employee, officer or agent
 - b) Any member of his/her immediate family
 - c) His or her partner
 - d) An organization employs or is about to employ one of the above
 - 3) Knox County School Nutrition employees, officers or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from Contractors, potential Contractors or parties to sub-agreements.
 - 4) The purchase of any food or service from a Contractor for individual use is prohibited using school bid prices.
 - 5) The removal of any food, supplies or equipment for individual use is prohibited.
 - 6) The outside sale of such items as used oil, empty cans and the like will be sold by contract according to the School Board policy and the outside agency.
 - 7) Failure of any Knox County School Nutrition employee to abide by the above could result in a suspension or dismissal. Interpretation of the code will be administered by the Knox County Procurement Division. The Knox County Procurement Division will not be responsible for any other explanation or interpretation which anyone presumes to make on behalf of the schools.
 - 8) Failure of a Contractor's agent to abide by these rules or facilitate a school employee the opportunity to not abide by these rules by actively participating in a breach of one or more of the rules hereby established may result in termination of the Contract.

- 3.15 COMMUNICATIONS WITH THE VENDOR:** Upon award, Knox County will communicate extensively and continually with the vendor. While information may occasionally be transmitted via telephone, it should always be followed up with an email confirmation. Due to the volume of information that must be transmitted, it is essential that the vendor have an efficient and properly functioning fax machine.
- 3.16 CONTACT PERSONNEL:** It shall be essential to the success of this Contract to develop a good working relationship with the successful proposer. It is imperative that the Knox County account be handled efficiently and professionally. Knox County should be assigned no more than two (2) vendor contacts to handle billing inquiries and service related issues. In the event one or both contacts leave the Knox County account, the successful proposer shall formally introduce the new contacts to Knox County personnel. These contacts must be knowledgeable of the Knox County account so as to avoid any interruption of service.
- 3.17 COOPERATIVE PURCHASING:** Bidders are to indicate whether it is permissible for other governments in Tennessee to purchase these items or services at the same price. Freight charges can be adjusted to reflect differences in delivery costs. Indicate any additional delivery charges or minimum orders for purchases by other entities.
- 3.18 DELIVERY:** A list (Excel spreadsheet) of billing addresses for participating school locations and each school's cafeteria manager will be provided to the successful bidder after the bid is awarded. Deliveries must be made to each school between the hours of 6:30 a.m. and 2:00 p.m. (Eastern Time) Monday-Friday. As a courtesy, the 2021-2022 School Calendar is enclosed. In addition, the vendor must keep informed of emergency school closings (i.e. snow, ice, etc.). When schools are closed due to an emergency, the delivery will be made on the next day that schools are reopened, unless notified otherwise. School closings are announced on local television and radio. Deliveries are to be made FOB destination to each school.
- 3.19 DELIVERY FAILURES:** Failure of a vendor to deliver within the time specified, or within a reasonable time as interpreted by the participating schools, or failure to make replacements of rejected items when so requested, immediately or as directed by the participating schools, shall constitute authority for the participating schools 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 the participating schools, within a reasonable time specified by the participating schools, for any expense incurred in excess of the contract price.
- 3.20 ELECTRONIC ORDERING:** If vendor has an internet-based ordering system, vendor should include details of the system with the bid. Participating schools may or may not wish to order electronically.
- 3.21 EVALUATION CRITERIA:** The following criteria will be the basis for the award.
- | | |
|------|------------|
| Cost | 100 points |
|------|------------|
- 3.22 EVALUATION REVIEW:** Knox County reserves the right to use all pertinent information that might affect the County's judgment as to the appropriateness of an award to the best evaluated bidder. This information may be appended to the bid evaluation process results. Information on a service provider from reliable sources, and not within the service provider's bid, may also be noted and made part of the evaluation file. Knox County shall have sole responsibility for determining a reliable source. Knox County reserves the right to conduct written and/or oral discussions/interviews after the bid opening. The purpose of such discussions/interviews is to provide clarification and/or additional information to make an award that is in the best interest of Knox County.
- 3.23 HAZARD ANALYSIS CRITICAL CONTROL POINTS STATEMENT:** Vendors shall certify that all products packed by their institution or at their facility are manufactured under the Good Manufacturing Practices (GMP) as outlined by the FDA. Vendor so states that they employ the principles of Hazard Analysis Critical Control Points (HACCP) in all of their processing lines and write or provide a statement thereto. Failure to include this statement in the vendor's bid response will render the bid non-responsive.
- 3.24 INCLUSION:** Inclusion of Vendor's bid form or provision of samples when requested does not necessarily constitute an offer to buy.
- 3.25 INCURRED COST:** Cost incurred in developing the proposal or in anticipation of award or, prior to full and final execution of the agreement is entirely the responsibility of the proposer and shall not be chargeable to Knox County Government.
- 3.26 INSURANCE:** The successful Contractor(s) must carry the insurance as indicated on the Insurance Checklist. As proof the Contractor's willingness to obtain and maintain the insurance, the Contractor must complete, sign and

have its insurance agent sign the attachment and submit it with the proposal submittal. Upon the Notification of Intent to Award, the successful vendor will be required to submit a Certificate of Insurance (COI) with the specified coverage and listing Knox County as additional insured. It shall be the successful vendor's responsibility to keep a current COI on file with Knox County Procurement as long as the Contract is in effect.

3.27 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 issued by the Knox County Procurement Division.

3.28 MINIMUM REQUIREMENTS TO PARTICIPATE IN THIS SOLICITATION:

- Minimum five (5) years experience supplying similar product/commodities and services to school districts e.g. letters of reference from a similar school system of size and scope
- Must have a certificate for the "Buy American" regulation for food as required by the USDA
- Must have a statement adhering to the HACCP standards for food processing as described by the USDA

Prior to award of this bid, Knox County will require the apparent successful bidder to provide proof of their ability to meet the aforementioned requirements. Reports or documentation must be furnished within twenty-four (24) hours of notice.

3.29 MONTHLY BILLING DETAILED REPORT: The successful vendor(s) shall be required to forward a monthly billing report to Knox County for each individual entity containing the following information:

- Original invoice statement or bill of lading compiled
- Detailed billing statement containing the date, school location, type of food, quantity of food purchased
- Dollar amount purchased, fill rate, substitutions, and any related items that affect the total amount of each charge

3.30 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.

3.31 NO CONTACT POLICY: After the date and time that the vendor receives this solicitation, any contact initiated by any bidder with any Knox County representative, other than the Procurement Division representative listed herein, concerning this Invitation for Bid, is strictly prohibited. Any such unauthorized contact may cause the disqualification of the bidder from this procurement transaction.

3.32 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 sixty (60) business days after the date fixed for opening the Invitation for Bid.

3.33 OPEN RECORDS ACT: Knox County is subject to the Tennessee Open Records Act 10-7-503 et seq. Bidders are cautioned that all documents submitted on behalf of this Invitation for Bid shall be open to the public for viewing and inspection and Knox County will comply with all legitimate requests.

3.34 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

3.35 PRICING: The vendor(s) warrants that the unit price stated shall remain firm for a period of one (1) year from the first day of the Contract period. If the vendor's price is increased after the second term, 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 written documentation tied to the Producer Price Index (PPI) to support the requested adjustment; 3) notice to Knox County be given thirty (30) days before the contract renewal period begins. Price increases will only be considered at the renewal period(s). If the price increase is rejected, the vendor may:

A. Continue with the existing price

- B. Request a lower price increase
- C. 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.

- 3.36 PROTEST PROCEDURES:** Occasionally, there will be complaints from vendors that the process of awarding a sealed bid has been unfair in some manner. While Knox County maintains excellent vendor relations, procedures do exist should a vendor claim that the process is not fair.

The Knox County Procurement Division has established the following procedures concerning protests of awards. The goal of these procedures is not to "protect the department". Instead, the goal of these procedures is to arrive at a just settlement of disputes between the County and vendors.

As a first step, vendors who believe there has been a problem with the process or decision should contact the buyer associated with the bid in question. Usually the buyer will be able to explain the County's rationale for the decision and the vendor will be satisfied. However, if the vendor is still not satisfied, the following steps may be taken:

The vendor may notify the Procurement Director, in writing, during the next three (3) business days. **Knox County will not consider complaints filed electronically.** Complaints received after three (3) business days after the award decision has been made will not be considered for review. The envelope in which the protest is mailed should be clearly marked "Protest of Award Decision." The written protest should include:

1. The name and address of the protestor.
2. The bid name, bid number, date, and any other pertinent information.
3. A statement of reason for the protest.
4. Any supporting documents, exhibits, or evidence to substantiate the protest.

The Procurement Director will review the protest and announce a decision (in writing). Recognizing that holding the Procurement process up any longer than necessary is detrimental to the interests of the County, the Procurement Director will announce the decision as soon as possible. In any case, a decision will be made within five (5) business days of the receipt of the protest. If the vendor is still not satisfied, there is one appeal step. The concerned vendor may file an appeal with the Senior Director of Finance. This appeal must be filed within three (3) business days from the issuance of the Procurement Director's decision. The Senior Director of Finance will again review the information and the previous decisions. A decision will be issued within five (5) business days. A final appeal may be made within three (3) business days to the County Mayor.

Please note that in those cases where delaying the Procurement process would endanger the health of the residents of Knox County, cause additional and extensive damage to the County or would adversely affect County programs, Knox County will not stop the process.

- 3.37 QUANTITIES PER DELIVERY SITE:** Vendor shall give minimum quantities for one delivery stop. Minimums may be expressed in the terms of number of cases of combined items, number of cases on a single item, minimum weight per drop or minimum dollar value per drop. If no minimum quantities exist, please state in Section V Vendor Information.

- 3.38 QUANTITIES SHOWN:** The quantities shown in this IFB represent the best estimates that Knox County requires supporting their current program. 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. Knox County may order other items not specifically listed.

- 3.39 RECALLS:** A contact name, number and email address must be provided by processor in the event of a recall. Brett Foster, Executive Director of School Nutrition, and Kelli Hanna, Vendor Liaison, must be contacted immediately and notified of any recall.

Contact information: Brett Foster, 865-594-3614, email @ brett.foster@knoxschools.org
Kelli Hanna, 865-594-3767, email @ kelli.hanna@knoxschools.org

3.40 REGULATION COMPLIANCE: The Knox County Schools Food and Nutrition Department policy is in firm support of the provisions of the Equal Opportunity Act of 1975. The Knox County Schools Food and Nutrition Department, therefore, must be assured by the successful vendor in this bid that the institution is an equal opportunity employer according to the provisions of the Act. All Contracts over \$100,000 will require compliance with the Clean Air Act issued under Section 306, Executive Order 11738.

Vendors must comply with mandatory standards and policies related to energy efficiency which are contained in the State Energy Plan issued in compliance with the Energy Policy and Conservation Act (PL94-165). Positive efforts will be made to involve minority and small businesses.

A certificate of Lobbying as well as a Debarment/Suspension Certificate must be signed for all Contracts over \$100,000.

3.41 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.

3.42 SAMPLES: Knox County and Knox County School Nutrition may request samples of items with alternate specifications from those provided. Bidders may be required to provide enough samples to test with students and School Nutrition Staff upon request and at no charge to Knox County in order to determine acceptability of the item. Comparable products of other manufacturers and items labeled or designated "distributor's choice, or equivalent, sample required" are allowable and will be considered. Bidders must submit a sample to determine acceptability of any product they would like to be considered as an equivalent during the testing period. At the discretion of Knox County Schools Food and Nutrition Department, all products sampled must be sent to the location of choice, within the testing period timeframe, and must include clear preparation instructions, product code number, and nutritional data. If bidding products other than the manufacturer stated, and for consideration as a sample, bidders must include supporting documentation indicating the manufacturer of the product. Failure to provide the required information with the sample when submitted will result in that item being disqualified. Knox County Schools Food and Nutrition Department may use various methods of determining acceptability including, but not limited to: personnel testing, student testing, and parent or student sensory panels.

Samples must be supplied no later than **Thursday, March 25, 2021** and samples not received by the deadline will not be considered or accepted as alternates. All deliveries of samples must be received no later than 10:00 a.m. on the date delivered to ensure that a representative of Knox County Schools Nutrition will be available to receive and properly store the product.

Samples must be delivered to:
Knox County Schools Nutrition Dept.
Attn: Bread Bid Sample
912 S. Gay Street, 3rd Floor
Knoxville, TN 37902

It is the intent of Knox County to notify bidders by **Thursday, April 1, 2021** if alternates are acceptable. However, if a delay does occur, bidders will be notified as soon as possible thereafter.

3.43 SITE VISITS: Knox County reserves the right to assess vendor capabilities through site visits. The purpose of the site visits is to determine the amount of resources the vendor(s) possesses as well as to audit the vendor in order to complete the terms and conditions of any resulting contract. Knox County shall have the sole responsibility in determining vendor(s) capabilities. Knox County reserves the right to perform a financial audit every six (6) months to verify that all costs provided to Knox County Schools Food and Nutrition Department by the manufacturer, through the awarded vendor(s), are being honored.

3.44 SUBMIT QUESTIONS: Prospective bidders must submit questions concerning this solicitation **Thursday, March 25, 2021 @ 4:30 p.m.** local time. Submit questions as noted in Section 1.1.

3.45 TERMINATION OF CONTRACT: Knox County may terminate this Contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by Knox County. Knox County Procurement shall give the vendor thirty (30) days written notice before the effective termination date. The vendor shall be entitled to receive compensation for authorized service completed as of the termination date, but in no event shall Knox County Schools be liable to the vendor for compensation for any service which has not been rendered. Upon such

termination, the vendor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

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

- A. Knox County Procurement will provide notification of termination for cause in writing. This notice will (1) specify in reasonable detail the nature of the breach; (2) provide the vendor with an opportunity to cure, which must be requested in writing no less than ten (10) days from the date of the Termination Notice, and (3) shall specify the effective date of the termination in the event the vendor fails to correct the breach. The vendor must present Knox County Procurement with a written request detailing the efforts it will take to resolve the problem and the time period for such resolution. This opportunity to “cure” shall not apply to circumstances in which the vendor intentionally withholds its services or otherwise refuses to perform.

Knox County will not consider a request to cure Contract performance where there have been repeated problems with respect to identical or similar issues, or if a cure period would cause a delay that would impair the effectiveness of the participating schools operation. In circumstances where an opportunity to cure is not available termination will be effective immediately.

- B. Notwithstanding the foregoing the vendor shall not be relieved of liability to the participating schools for damages sustained by virtue of any breach of the Contract by the vendor.

School District Breach In the event of a breach of Contract by Knox County Schools, the vendor shall notify the Knox County Procurement Division in writing within thirty (30) days of any breach. Said notice shall contain a description of the breach. Failure by the vendor to provide said written notice shall operate as an absolute waiver by the vendor of the participating schools breach. In no event shall any breach on the part of Knox County Schools excuse the vendor from full performance under this Contract. In the event of breach by Knox County Schools, the vendor may avail itself of any remedy at law in the forum with appropriate jurisdiction, provided, however failure by the vendor to give Knox County Schools written notice and opportunity to cure as described herein operated as a waiver of Schools breach. Failure by the vendor to file a claim before the appropriate forum in Tennessee with jurisdiction to hear such a claim within one (1) year of the written notice of breach shall operate as a waiver of said claim in its entirety. It is agreed by the parties that this provision establishes a contractual period of limitations for any claim brought by the vendor.

3.46 USDA NON-DISCRIMINATION: In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, religious creed, disability, age, political beliefs, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027) found online at: http://www.ascr.usda.gov/complaint_filing_cust.html, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

- (1) Mail: U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410;
(2) Fax: (202) 690-7442; or
(3) Email: program.intake@usda.gov.

This institution is an equal opportunity provider.

SECTION IV GENERAL PRODUCT SPECIFICATIONS

The bread products furnished and delivered shall be fresh baked (unless otherwise noted) in accordance with good trade practices and the ingredients shall be a skillful blend of enriched flour, yeast, salt, milk, shortening, sugar and other approved dough conditioners. All products are to be enriched according to USDA regulations and each item coded to indicate freshness. Freshness codes shall be included with the bid.

- 4.1 It will be the responsibility of the vendor to remove all unused products before holidays or any other period that extends beyond the shelf life of the product.
- 4.2 All bread products and cases are to be delivered free from visible dirt or mold and provide adequate protection of the contents from contamination. Repeated problems or instances of dirty or molded bread cases will be considered grounds for cancellation of the Contract. All bread will be subject to inspection upon arrival at the agency.
- 4.3 Delivery of bread products will not be permitted outside of agency hours.
- 4.4 Any bread or bread product that fails to meet the required specifications will be returned at the vendor's expense. The agencies retain the right to reject any or all of a delivery that does not meet product specifications within twenty-four (24) hours from delivery date. Rejected items are to be picked up at the vendor's expense. Continual failure to meet specifications will be considered just cause for cancellation of the Contract.
- 4.5 All delivery cases and trucks must be clean and sanitary with no evidence of food contaminates.
- 4.6 A sufficient supply of bread must be maintained locally to provide a replacement supply of bread to any agency when the product delivered proves to be unacceptable or if any of the supply of bread in the agency is lost.
- 4.7 The vendor agrees to be responsible for damage to the cases, bread, agency building, or grounds that are a direct result of carelessness or negligence on the part of the delivery person.
- 4.8 All bread products must be produced, handled and delivered in conformity with the provisions of the USDA and to comply with the specifications on the quotation sheet.
- 4.9 All handwritten notations on invoices (including quantities and prices) must be written neat and legibly. Only the manager or their designee can receive orders and sign for them. Unsigned invoices may not be paid.
- 4.10 Agencies have the right to reject deliveries which are left standing on the loading dock and have not been signed for by the manager or their designee.
- 4.11 Bread Racks must be removed from the school following delivery.
- 4.12 Daily deliveries (except Wednesdays) must be an option and at the managers discretion.

Bidders need not return pages 1-13 with their response.

SECTION V VENDOR INFORMATION BID 3038 BREAD FOR KNOX COUNTY SCHOOLS

5.1 Vendor Name_____

5.2 Knox County Vendor Number _____

5.3 Vendor address_____

City _____ **State** _____ **Zip** _____

5.4 Telephone number: _____ **Fax number:** _____

E-mail address _____

5.5 Contact person_____

5.6 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:_____

5.7 Have you attached a copy of your Knox County Business License, if applicable? ___ Yes ___ No

5.8 Did you include the correct number of copies as per Section 1.10? ___ Yes ___ No

5.9 Will you accept payment via e-commerce card as per Section 1.19? ___ Yes ___ No

5.10 Will you allow cooperative purchasing as per Section 3.17? ___ Yes ___ No

5.11 Did you include the Buy American Requirement Certificate? ___ Yes ___ No

5.12 Did you include the Certificate Regarding Debarment? ___ Yes ___ No

5.13 Did you include the Certificate of Restrictions on Lobbying? ___ Yes ___ No

5.14 Did you include the Certificate of Independent Price Determination? ___ Yes ___ No

5.15 Did you include the Computer Order Entry System form? ___ Yes ___ No

5.16 Did you include the Criminal History Records Check? ___ Yes ___ No

5.17 Did you include the Insurance Checklist? ___ Yes ___ No

5.18 Did you include the Hazard Analysis Critical Control Points Statement? ___ Yes ___ No

5.19 I acknowledge receipt of: (Please write yes if you received one)

Addendum 1_____ **Addendum 2**_____ **Addendum 3**_____ **Addendum 4**_____

5.20 Do you accept the Terms and Conditions of the bid? Yes _____ **No** _____

With Exceptions_____

(You must state any exception taken)

SECTION VI USAGE AND PRICING BID 3038 BREAD FOR KNOX COUNTY SCHOOLS**VENDOR**_____

Item #	Product Description	Weight/Loaf or Pkg.	Pack Size	Estimated Servings	Bid Price per Pkg.	Cost per Serving	Extended Price
6.1	Loaf, White Wheat, Whole Grain Rich per USDA guidelines; 1 slice must equal 1 grain per USDA guidelines; Sara Lee 3239 or approved equivalent, sample required	24 oz.	24 slices	750000			
6.2	Buns, Hamburger, Whole Grain Rich per USDA guidelines; Sliced; No seeds; 1 bun must equal at least 2 grains per USDA guidelines; Sara Lee 3447 or approved equivalent, sample required	12 pack	12 pack	1000000			
6.3	Hoagie, Whole Grain, Whole Grain Rich per USDA guidelines; Sliced; No seeds; 1 hoagie bun must equal at least 2 grains per USDA guidelines; Sara Lee 4259 or approved equivalent, sample required	16 oz.	6 ct.	50000			
6.4	Buns, Hot Dog, 6 " Whole Grain Rich per USDA guidelines; Sliced; No seeds; 1 bun must equal at least 2 grains per USDA guidelines; Sara Lee 4266 or approved equivalent, sample required	16 ct.	16 ct.	200000			
6.5	Toast, Texas, Whole Grain Rich per USDA guidelines; Sliced: 1 slice must equal at least 1 grain per USDA guidelines; Sara Lee 4914 or approved equivalent, sample required	20 oz.	16 sl.	20000			

Certification Regarding “Buy American” Requirements

We require that suppliers comply with the Buy American provision in all program meals and:

- (1) certify that the products they are offering are domestic; or
- (2) request permission to provide an alternative item when domestic is not available or is priced substantially higher than the non-domestic item.

Requests for alternatives or exceptions should be made as a last resort. However, if you do not have a domestic item to provide for any line item specification on this bid, we will consider a request for exception at the time of bid. Requests for exceptions during the bid period must be made in writing using this same form. All requests must be submitted at least 5 days prior to the scheduled delivery date. In all cases, Knox County Schools Nutrition Department is the determining official that makes the decision to accept non-domestic items. Unless a specific exception has been granted, non-domestic items may not be shipped.

Requested Waiver Items

Item as specified (include vendor number)	Alternative substitute item (include vendor number)	Price of specified item	Price of alternative item	Reason for waiver request, denote one of the following: 1. Limited or lack of availability 2. Price	Country of origin

*use additional pages if needed

I/We certify that all food items on this bid have at least 51% U.S. content and were processed in the U.S., except for those listed above.

Date: _____

Vendor Name: _____

Authorized Signature: _____



Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion AD-1048 **Lower Tier Covered Transactions**

The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552a, as amended). This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, and 2 C.F.R. §§ 180.300, 180.335, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880. Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.

According to the Paperwork Reduction Act of 1995 an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0505-0027. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The provisions of appropriate criminal, civil, fraud, privacy, and other statutes may be applicable to the information provided.

(Read instructions on page two before completing certification.)

- A. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;
- B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ORGANIZATION NAME	PR/AWARD NUMBER OR PROJECT NAME
NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S)	
SIGNATURE(S)	DATE

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [How to File a Program Discrimination Complaint \(https://www.ascr.usda.gov/filing-program-discrimination-complaint-usda-customer\)](https://www.ascr.usda.gov/filing-program-discrimination-complaint-usda-customer) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442.

Instructions for Certification

- (1) By signing and submitting this form, the prospective lower tier participant is providing the certification set out on page 1 in accordance with these instructions.
- (2) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
- (3) The prospective lower tier participant shall provide immediate written notice to the person(s) to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (4) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549, at 2 C.F.R. Parts 180 and 417. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- (5) The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- (6) The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- (7) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the System for Award Management (SAM) database.
- (8) Nothing contained in the foregoing shall be construed to require establishment of a system of records to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (9) Except for transactions authorized under paragraph (5) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

CERTIFICATION OF RESTRICTIONS ON LOBBYING

I, _____, on behalf of _____
Name of Official Name of Vendor

hereby certify that:

- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal grant, the making of Federal loan, the entering into of any cooperative agreement, and the extension, communication, renewal amendment, or modification of any Federal contract, grant loan or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontractors, sub-grants, and contracts under grants, loan and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made and entered into. Submission of this certification is a prerequisite for making or entering this transaction imposed by Section 1352, Title 31, US Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

By: _____
Signature of Company Official

Official's Title

Date

Certificate of Independent Price Determination

(A) By submission of this offer, the offeror certifies (and in the case of a joint effort, each party thereto certifies as to its own organization) that in connection with this procurement:

1. The prices in this offer have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition. As to any matter relating to such prices with any other offeror or with any competitor;
2. Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the offeror and will not knowingly be disclosed by the offeror prior to opening (in the case of an advertised procurement,) or prior to award (in the case of negotiated procurement) directly or indirectly to any other offeror or to any competitor;
3. No attempt has been made or will be made by the offeror to induce any person or firm to submit or not submit an offer for the purpose of restricting competition.

(B) Each person signing this offer certifies that:

1. He or she is the person in the offeror's organization responsible within that organization for the decisions as to the prices being offered herein and that he or she has not participated and will not participate in any action contrary to A-3 above.
2. He or she **is not** the person in the offeror's organization responsible within that organization for the decision as to the prices being offered herein, but that he or she has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated and will not participate in any action contrary to A-1 through A-3 above, and as their agent, does hereby so certify; and that he or she has not participated and will not participate in any action contrary to A-1 through A-3 above.

Signature of Vendor's Authorized Representative

Title

Date

In accepting this offer, the sponsor certifies that the sponsor's officers, employees or agents have not taken any action which has jeopardized the independence of the offer referred to above.

Signature of Vendor's Agent Authorized Representative

Title

Date

Computer Order Entry System

Please initial **one** of the following choices:

Vendor does NOT utilize a computerized-entry system. _____

Vendor does utilize a computerized-entry system. _____ If yes, please include a sample brochure, instructions, and example of computerized-entry system.

Vendor will install the system and teach designated persons at the school locations wishing to utilize this system, how to enter the orders and how to use the system at no charge.

Does your system also contain an inventory package that will calculate monthly inventories for individual schools?
_____ Yes _____ No

Signature

Title

Company

Date

AFFIDAVIT OF COMPLIANCE

WITH

TENNESSEE CRIMINAL HISTORY RECORDS CHECK

TENNESSEE CODE ANNOTATED, SECTION 49-5-413

(To be submitted with bid by contractor)

I, _____, president or other principal

Officer of _____, swear or affirm that the

Name of Company

Company is in compliance with Public Chapter 587 of 2007, codified at Tennessee Code Annotated 49-5-413, in effect at the time of this bid submission at least to the extent required of governmental entities. I further swear or affirm that the company is in compliance with Tennessee Code Annotated, § 49-5-413.

President or Principal Officer

For: _____
Name of Company

STATE OF TENNESSEE}
COUNTY OF _____ }

Subscribed and sworn before me by _____,

President or principal officer of _____,

On this _____ day of _____, 2____.

Notary Public

My Commission expires: _____

KNOX COUNTY PROCUREMENT DIVISION
INSURANCE CHECKLIST
BID NUMBER 3038

THE CERTIFICATE OF INSURANCE MUST SHOW ALL COVERAGES & ENDORSEMENTS WITH "YES" AND ITEMS 20 TO 24.

REQUIRED:	NUMBER	TYPE OF COVERAGE	COVERAGE LIMITS																								
YES	1.	WORKERS COMPENSATION	STATUTORY LIMITS OF TENNESSEE																								
YES	2.	EMPLOYERS LIABILITY	\$100,000 PER ACCIDENT \$100,000 PER DISEASE \$500,000 DISEASE POLICY LIMIT																								
YES	3.	AUTOMOBILE LIABILITY <table border="1" style="margin-left: 20px; border-collapse: collapse;"> <tr> <td style="width: 30px; text-align: center;">X</td> <td style="width: 150px;">ANY AUTO-SYMBOL (1)</td> <td style="width: 30px;"></td> </tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> </table>	X	ANY AUTO-SYMBOL (1)																	COMBINE SINGLE LIMIT (Per -Accident) \$1,000,000 BODY INJURY (Per -Person) BODY INJURY (Per-Accident) PROPERTY DAMAGE (Per-Accident)						
X	ANY AUTO-SYMBOL (1)																										
YES	4.	COMMERCIAL GENERAL LIABILITY <table border="1" style="margin-left: 20px; border-collapse: collapse;"> <tr> <td style="width: 30px;"></td> <td style="width: 150px;">CLAIM MADE</td> <td style="width: 30px; text-align: center;">X</td> <td style="width: 30px;">OCCUR</td> </tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> </table>		CLAIM MADE	X	OCCUR																					LIMITS EACH OCCURRENCE \$ 1,000,000 FIRE LEGAL LIABILITY \$ 100,000 MED EXP (Per person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS-COMPLETED OPERATIONS/AGG REGATE \$ 2,000,000
	CLAIM MADE	X	OCCUR																								
YES	5.	PREMISES/OPERATIONS	\$1,000,000 CSL BI/PD EACH OCCURRENCE \$2,000,000 ANNUAL AGGREGATE																								
YES	6.	INDEPENDENT CONTRACTOR	\$1,000,000 CSL BI/PD EACH OCCURRENCE \$1,000,000 ANNUAL AGGREGATE																								
YES	7.	CONTRACTUAL LIABILITY (MUST BE SHOWN ON CERTIFICATE)	\$1,000,000 CSL BI/PD EACH OCCURRENCE \$1,000,000 ANNUAL AGGREGATE																								
NO	8.	XCU COVERAGE	NOT TO BE EXCLUDED																								
YES	9.	UMBRELLA LIABILITY COVERAGE	\$1,000,000.00																								
		PROFESSIONAL LIABILITY																									
NO NO NO NO	10.	<table border="1" style="margin-left: 20px; border-collapse: collapse;"> <tr><td style="width: 30px;"></td><td style="width: 150px;">ARCHITECTS & ENGINEERS</td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> </table>		ARCHITECTS & ENGINEERS									\$1,000,000 PER OCCURRENCE/CLAIM \$2,000,000 PER OCCURRENCE/CLAIM \$1,000,000 PER OCCURRENCE/CLAIM \$1,000,000 PER OCCURRENCE/CLAIM														
	ARCHITECTS & ENGINEERS																										
NO	11.	MISCELLANEOUS E & O	\$500,000 PER OCCURRENCE/CLAIM																								
NO	12.	MOTOR CARRIER ACT ENDORSEMENT	\$1,000,000 BI/PD EACH OCCURRENCE UNINSURED MOTORIST (MCS-90)																								
NO	13.	MOTOR CARGO INSURANCE																									

NO	14.	GARAGE LIABILITY	\$1,000,000 BODILY INJURY, PROPERTY DAMAGE PER OCCURRENCE
NO	15.	GARAGEKEEPER'S LIABILITY	\$500,000 COMPREHENSIVE \$500,000 COLLISION
NO	16.	INLAND MARINE BAILEE'S INSURANCE	\$
NO	17.	DISHONESTY BOND	\$
NO	18.	BUILDERS RISK	PROVIDE COVERAGE IN THE FULL AMOUNT OF THE CONTRACT UNLESS PROVIDED BY OWNER.
NO	19.	USL&H	FEDERAL STATUTORY LIMITS

20. CARRIER RATING SHALL BE BEST'S RATING OF A-VII OR BETTER OR ITS EQUIVALENT.

21. NOTICE OF CANCELLATION. NON-RENEWABLE OR MATERIAL CHANGES IN COVERAGE SHALL BE PROVIDED TO COUNTY AT LEAST 30 DAYS PRIOR TO ACTION. THE WORDS "ENDEAVOR TO" AND "BUT FAILURE TO" (TO END OF SENTENCE) ARE TO BE ELIMINATED FROM THE NOTICE OF CANCELLATION PROVISION ON STANDARD ACCORD CERTIFICATES.

22. THE COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED ON ALL POLICIES EXCEPT WORKERS' COMPENSATION AND AUTO.

23. CERTIFICATE OF INSURANCE SHALL SHOW THE BID NUMBER AND TITLE.

24. 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: _____

2021-2022 Knox County Schools Calendar

(approved by Knox County Board of Education, 3/11/2020)

August 2 (Monday) First Day for Teachers – In-service (School-based)

August 3 (Tuesday) In-service Day (1/2 day PreK-12 System-wide; 1/2 day School-based)

August 4 (Wednesday) Administrative Day (Teacher Work Day)

August 5 (Thursday) In-service Day (1/2 day School-based); Administrative Day (1/2 day Teacher Work Day);

Orientation for 6th and 9th graders

August 6 (Friday) Administrative Day (Teacher Work Day)

August 9 (Monday) First Day for Students (1/2 day for students)

September 6 (Monday) Labor Day – Holiday

September 8 (Wednesday) End 4½-weeks Grading Period

September 17 (Friday) Constitution Day (Students in school)

October 8 (Friday) End First 9-weeks Grading Period (44 days)

October 11-15 (Monday-Friday) Fall Break

November 2 (Tuesday) In-service Day (1/2 day PreK-12 System-wide; 1/2 day School-based) (Student Holiday)

November 16 (Tuesday) End 4½-weeks Grading Period

November 24-26 (Wednesday-Friday) Thanksgiving Holidays

December 17 (Friday) 1/2 day for students

End Second 9-weeks Grading Period (41 days)

End First Semester (85 days)

December 20 – 31 (10 days) Winter Holidays

January 3 (Monday) In-service Day (1/2 day School-based); Administrative Day (1/2 day Teacher Work Day)

(Student Holiday)

January 4 (Tuesday) First Day for Students after Winter Holidays

January 17 (Monday) Martin Luther King, Jr. Day – Holiday

February 4 (Friday) End 4½-weeks Grading Period

February 21 (Monday) In-service Day (1/2 day PreK-12 System-wide; 1/2 day School-based) (Student Holiday)

March 11 (Friday) End First 9-weeks Grading Period (Third 9-weeks Grading Period) (47 days)

March 14-18 (Monday-Friday) Spring Break

April 15 (Friday) Holiday

April 18 (Monday) Holiday

April 22 (Friday) End 4½-weeks Grading Period

May 3 (Tuesday) In-service (School-based) (Student Holiday)

May 25 (Wednesday) Last Day for Students (1/2 day for students)

End Second 9-weeks Grading Period (Fourth 9-weeks Grading Period) (45 days)

End Second Semester (92 days)

May 26 (Thursday) Administrative Day (Teacher Work Day) – Last Day for Teachers

Calendar Summary

177 Instructional Days (excludes days earned through extended hours)

4 Scheduled Administrative Days

2 Unscheduled In-service Days

1 Unscheduled Parent-Teacher Contact Hours (formerly Teacher-Parent Conference Day)

6 Scheduled In-service Days

10 Vacation Days

200 Days Total

Under this calendar the Knox County Schools may cancel up to ten (10) instructional days due to inclement weather before any makeup days will be required.