

The Procurement Division of Knox County Tennessee will receive sealed bids for the provision of **Cafeteria Disposables** as specified herein. Bids must be received by **2:00 p.m. on August 17, 2021**. Late bids will be neither considered nor returned.

**Deliver Bids To:**  
**Bid Number 3071**  
**Knox County Procurement Division**  
**Suite 100, 1000 North Central Street**  
**Knoxville, Tennessee 37917**

**The Bid Envelope must show the Bid Number, Bid Name and Bid 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 emailed to [jay.garrison@knoxcounty.org](mailto: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](http://www.knoxcounty.org/Procurement).
- 1.2 **ACCEPTANCE:** Vendors shall hold their price firm and subject to acceptance by Knox County for a period of 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 and date stamp the envelope before depositing it in the bid box. Knox County will not be responsible for any lost or misdirected mail sent by common carrier. Knox County will not be responsible for bids delivered to addresses other than the one listed at the top of this solicitation. The time clock in the Procurement Division shall serve as the official record of time.

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

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

Knox County is committed to ensuring full and equitable participation for all 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 Business Outreach 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](mailto:diane.woods@knoxcounty.org)

- 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 closures:
- If the Mayor closes the Administrative offices prior to the time set for solicitation opening of any business day, all solicitations due that same day will be moved to the next operational business day.
  - Other unforeseen circumstances shall be at the sole discretion of the Procurement Director.
  - Knox County shall not be liable for any commercial carrier's decision regarding deliveries during any unforeseen circumstances.
- 1.9 CONFLICT OF INTEREST:** Vendors must have read and complied with the "non-conflict of interest" statement provided in the vendor registration process prior to the opening of this solicitation.
- 1.10 COPIES:** Knox County requires that bids be submitted as one (1) marked original and one (1) exact copy. No copies are needed with an electronic bid response.
- 1.11 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.
- 1.12 DECLARATIVE STATEMENTS:** Any statement or words (e.g.: must, shall, will) are declarative statements and the vendor must comply with the condition. Failure to comply with any such condition will result in the bid being considered non-responsive and disqualified.
- 1.13 ELECTRONIC TRANSMISSION OF BIDS:** Due to the nature of this solicitation, Knox County's Procurement Division **will not** accept electronically transmitted bids through the County's On-Line Procurement System. Facsimile and email submission is strictly prohibited.
- 1.14 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](http://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 subsection 1.1 of this document.
- 1.15 INCURRED COSTS:** Knox County will not be responsible for any costs incurred by the bidder in the preparation of their bid.
- 1.16 MULTIPLE BIDS:** Knox County will consider multiple bids that meet specifications.
- 1.17 NON-COLLUSION:** Bidders, by submitting a signed bid, certify that the accompanying bid is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Tennessee or United States law.
- 1.18 PAYMENT METHOD:** Knox County utilizes two (2) methods of placing 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.

- 1.19 POSSESSION OF WEAPONS:** All vendors and their employees and their agents are prohibited from possessing any weapons on Knox County property without prior written consent from the County. In the case of a vendor whose Contract requires possession of firearms or other weapons to successfully complete their Contract, vendor must provide personnel who are bonded to bear said weaponry.
- 1.20 PROCESSING TIME FOR PAYMENT:** Vendors are advised that a minimum of thirty (30) days is required to process invoices for payment.
- 1.21 PROOF OF FINANCIAL AND BUSINESS CAPABILITY:** Vendors must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. Knox County will make the final determination as to the vendor's ability.
- 1.22 RECYCLING:** Knox County, in its continuing efforts to lessen the amount of landfill waste and to further recycling efforts, request that bids being submitted on paper shall:
- Be submitted on recycled paper
  - Not include pages of unnecessary advertising
  - Be made on both sides of each sheet of paper
- 1.23 SIGNING OF BIDS:** In order to be considered, all bids must be signed. Please sign the original in blue ink. By signing the bid document, the vendor acknowledges and accepts the terms and conditions stated in the bid document.
- 1.24 TAXES:** Knox County purchases are not subject to taxation. Tax exemption certificates will be provided upon request.
- 1.25 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.
- 1.26 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.
- 1.27 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 incurred 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.
- 1.28 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](http://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.
- 1.29 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 convey to prospective bidders the requirement to obtain, warehouse, and distribute disposables desired for the purpose and use by Knox County Schools Food and Nutrition Department. Award will be based on Best Value. Best Value means more than low cost. It includes initial cost, service quality and other factors detailed herein.

**3.2 ACCEPTANCE:** Vendors are advised that the payment of an invoice does not necessarily constitute as an acceptance of products or services that are provided. Acceptance required a specific 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 AUDITS:** Audits may be required of a vendor's cost records as follows:

- Prior to award of Contract on items supported by a third party invoice for bid confirmation
- Quarterly
- At any time monthly price reviews indicate that a problem may exist

The vendor shall be given notice of the intent of the Knox County School Nutrition Program to conduct an audit as follows:

- The date shall be scheduled a minimum of one month in advance
- A list of items and dates of price changes shall be given three (3) working days in advance

The vendor shall provide acceptable documentation as follows:

- Supplier's invoices
- Freight bills
- Perpetual inventory records
- Market bulletins – used for distributor items and inner company billing items when price change occurs

Note: Recurring or excessive pricing errors may result in contract termination.

**3.5 AWARD STATUS:** Knox County initially intends to issue a one (1) year award. Upon the mutual agreement of the Vendor and the Knox County Schools Food and Nutrition Department, the award may be extended for four (4) additional years, one (1) year at a time for a total of five (5) years. The renewal option is at the discretion of the Knox County Schools Food and Nutrition Department. Should Knox County desire not to renew, no reason needs to be given provided that Knox County notifies the vendor in writing of its intention to do so at least thirty (30) days prior to the contract expiration date. Knox County reserves the right to purchase these services from other sources if the need arises. Knox County reserves the right to revoke the award if a pattern of unavailability arises with the vendor.

**3.6 BID AWARD:** Knox County reserves the right to award or reject bids on each item separately, as a group or schedule of similar items, or as a whole, waiving any irregularities as deemed appropriate. A bid award letter will be sent to the successful vendor(s).

**3.7 BIDDER OBLIGATION:** Each bidder shall become fully acquainted with conditions relating to the scope and restrictions attending the execution of the work under this IFB. The failure or omission of a bidder to become acquainted with existing conditions shall no way relieve the bidder of any obligations with respect to this IFB or to the Contract.

**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 BIDS REQUESTED ON BRANDS OR EQUAL:** Unit price bids are requested on products that equal or exceed the quality and performance of the brands and model numbers listed. References to brand names, trade names, model numbers or other descriptions of 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 the bid. It shall be the responsibility of the bidders, including bidders whose product is referenced to furnish with the bid such specifications, catalog pages, 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 a bid.

- 3.10 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION:** Attachment “C” is a Certificate of Independent Price Determination. All vendors must complete the form and submit it with their bid response. Vendors that do not submit the certificate will not be considered.
- 3.11 CERTIFICATE OF RESTRICTIONS ON LOBBYING:** Attachment “B” is a Certificate of Restrictions on Lobbying. All vendors must complete the form and submit it with their bid response. Vendors that do not submit the certificate will not be considered.
- 3.12 CERTIFICATE REGARDING DEBARMENT:** All vendors must complete the Debarment Certificate and submit it with their bid response. 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 CLEAN AIR ACT AND FEDERAL WATER POLLUTION ACT:** Vendor shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000).
- 3.15 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.

- 3.16 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.
- 3.17 COMPUTER ORDER ENTRY SYSTEM:** If vendor has an internet based ordering system, vendor must provide upon request details of the system. Please complete Attachment D of this document, regarding your computer order entry system. Participating schools may or may not wish to order electronically.
- 3.18 CONTRACT EXECUTION:** The award of this bid will result in a Contract between Knox County and the successful vendor. The Knox County Procurement Division will draft this Contract and no vendor forms, (i.e. Terms and Conditions, service agreements, or standard company forms, etc.) will be accepted as Contract attachments.
- 3.19 COOPERATIVE PURCHASING:** Bidders are to indicate whether or not it is permissible for other governments in Tennessee to purchase these items or services at the same price.
- 3.20 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 6:00 a.m. and 2:00 p.m. (Eastern Time). 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.
- 3.21 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.
- 3.22 DESTINATION AND DELIVERY:** All items ordered under this Contract shall be delivered to Knox County Schools on an as-needed basis. Schools are located throughout Knox County. It is Knox County Schools Food and Nutrition Department's choice for product delivery assignment to school(s) on an as needed basis to the extent of feasibility. Vendors are to include all destination and delivery charges in their price. Delivery must be "free on board" to the County department. **There will be no extra hidden charges.**
- 3.23 ENERGY POLICY AND CONSERVATION ACT:** Vendors must comply with mandatory standards and policies related to energy efficiency which are contained in the state energy and conservation plan issued in compliance with the Energy Policy and Conservation Act (PL 94-163, 89 Sat. 871)
- 3.24 EQUAL EMPLOYMENT OPPORTUNITY:** All contracts awarded in excess of \$100,000 by grantees and their contractors or sub-contractors shall comply with Executive Order 11246 entitled "Equal Employment Opportunity", as amended by Executive Order 11375, and supplemented under Department of Labor Regulations (41 CFR, Part 60).
- 3.25 EVALUATION CRITERIA:** The bid will be evaluated using the following criteria:
- |            |           |
|------------|-----------|
| Price      | 90 Points |
| References | 10 Points |
- 3.26 EVALUATION REVIEW:** Knox County reserves the right to use all pertinent information (also learned from sources other than disclosed in the IFB process) that might affect the County's judgment as to the appropriateness of an award to the best-evaluated vendor. This information may be appended to the bid evaluation process results. Information on a service provider from reliable sources, and not within the service provider's bid, may also be noted and made a part of the evaluation file. Knox County shall have sole responsibility for determining a reliable source. Knox County reserves the right to conduct written and/or oral discussions/interviews after the bid opening. The purpose of such discussions/interviews is to provide clarification and/or additional information to make an award which is in the best interest of Knox County.



- 3.27 FORCE MAJEURE:** Knox County recognizes that national and/or international occurrences, unforeseen, and beyond the control of the vendor may impact distributor costs. The pricing of this bid is to be based upon known and calculated expenses, therefore should unexpected occurrences (i.e. natural disasters, drought, acts of terrorism, etc.) happen as stated above the vendor may request relief only for the duration of said occurrence.
- 3.28 INCURRED COST:** Cost incurred in developing the bid or in anticipation of a award or, prior to full and final execution of the agreement is entirely the responsibility of the bidder and shall not be chargeable to Knox County or any other participating entity.
- 3.29 INSPECTION OF ITEMS DELIVERED:** All items delivered must be in strict accordance with the specifications and Knox County's School Nutrition Program Hazard and Critical Control Points (HACCP) plan and will be subject to tests by the Food Service representatives and the Tennessee Department of Health conducted on a random sampling basis during the life of the contract.

If requested to do so, the vendor must furnish the U.S. Department of Agriculture and Department of Interior Certificates of grades. All costs incurred in obtaining certification will be borne by the vendor.

- 3.30 INSURANCE:** The successful Contractor(s) must carry the insurance as indicated on the Insurance Attachment hereto. As proof the Contractor's willingness to obtain and maintain the insurance, the Contractor must complete, sign and have its his insurance agent sign the attachment and submit it with the bid. Upon the Notification of Intent to Award, the successful Contractor(s) will be required to submit a Certificate of Insurance with **all endorsement pages naming Knox County as additionally insured.**
- 3.31 INTERPRETATION:** No oral interpretation will be made to any bidder regarding the meaning of specifications. All questions are to be submitted in writing or electronically (email) and will be answered in the form of an amendment to the solicitation by the Knox County Procurement Division.
- 3.32 INVOICES:** 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, and/or e-commerce card tracking, item number, item description, quantity, and unit price. Extended totals and applicable discounts for items delivered. 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. All statements shall be mailed to the attention of Knox County Schools Food and Nutrition Department. All terms and discounts must be listed on the invoice.
- 3.33 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, usage and scope
  - Must be a provider or distributor of commercial grade products as described herein and operate within the scope of a commercial cafeteria's level of usage
  - Must be able to commercially deliver ordered products to all Knox County Schools at a minimum of once weekly
- 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 24 hours of notice.
- 3.34 MATERIAL SAFETY DATA SHEETS:** As part of our efforts to comply with the OSHA Hazardous Chemical Communication Law (1910.1200), each vendor must furnish, upon request, the most current Material Safety Data Sheets (MSDS) for all chemical products that you are bidding on. If, however, the material is non-hazardous, then a letter or statement detailing product descriptions should accompany the bid indicating the same.
- 3.35 NEW MATERIAL:** Unless specified otherwise in the bid package, the bidder must provide new equipment. New, as used in this clause, means previously unused materials. Material includes but is not limited to, raw material, parts, items, components, and end products. Bidder submission of other than new materials may be cause for the rejection of their bid.
- 3.36 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 consent from Knox County.

**3.37 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. Vendors may be required to sign an affidavit to this policy.

**3.38 PAYMENT:** Knox County intends to pay for these services using either a Knox County Schools issued purchase order or a Knox County e-commerce card (Visa). Bidders must indicate if they will accept a credit card (Visa) at no cost to the County for payment.

**3.39 PENALTIES FOR FAILURE TO PERFORM:** Any one or combination of penalties below 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

**3.40 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 to support the requested adjustment; 3) notice to Knox County be given 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:

- Continue with the existing price
- Request a lower price increase
- Not accept the renewal offer

Any requests for price increases will be based off of the Producer Price Index for **the items listed**. 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.

**3.41 PRICING SHEET:** Bidders will be required to contact Jay Garrison, Procurement Coordinator, at [jay.garrison@knoxcounty.org](mailto:jay.garrison@knoxcounty.org) to get a copy of the Pricing Sheet in Excel format. Bidders shall submit the Pricing Sheet on a Flash Drive with their bid response. If submitting the bid electronically, bidders must attach the Pricing Sheet to their electronic response. Bidders shall bid on the quantities and pack sizes requested. Any changes to the Pricing Sheet may be just cause for rejection of your bid.

**3.42 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 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 must notify the Procurement Director, in writing, during the next three (3) business days. 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 shall 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.

Once the protest has been filed, the Notification of Award will be held until a decision has been reached concerning the protest procedures unless circumstances dictate otherwise.

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.

VENDORS PLEASE NOTE: KNOX COUNTY WILL NOT STOP THE PURCHASE PROCESS. THE PURCHASE MAY BE COMPLETED OR THE PROJECT MAY BE RE-BID WHILE THE PROTEST PROCEDURE IS STILL IN OPERATION. IF A RE-BID IS MADE, THE PROTESTING VENDOR SHOULD SUBMIT A NEW BID. OTHERWISE, THEY WILL BE WITHOUT A BID ON THE RE-BID. FURTHER, THE RE-BIDDING WILL NOT END THE APPEALS PROCESS. IT WILL CONTINUE UNTIL A FINAL DECISION IS REACHED OR THE COMPLAINANT WITHDRAWS THE APPEAL.

#### 1. TIMELINE FOR PROTEST OF AWARD

- a. Bids are opened and reviewed. A decision has been made but not officially agreed upon with the "winning vendor."
- b. Another vendor believes there has been some irregularity in the process.
- c. The vendor should talk with the Buyer.
- d. If not satisfied, the vendor, within three (3) business days, prepares a written protest and submits it to the Procurement Director.
- e. The Procurement Director will review the bid and announce a decision within five (5) business days.
- f. If the vendor is still not satisfied, three (3) business days are allotted for an appeal to the Senior Director of Finance.
- g. Within five (5) business days the Senior Director of Finance will respond in writing to the vendor.
- h. Final appeal may be made to the Knox County Mayor.

**3.43** **QUANTITIES PER DELIVERY SITE:** Knox County does not guarantee that any quantities of goods or services will be ordered under this agreement. Goods will be ordered on an as-needed basis. However, for informational purposes, estimated annual usage is provided. This is in no way to be construed as a guarantee of quantities to be ordered.

**3.44** **RECORDS:** All vendors are required to keep records for three (3) years after Knox County Schools makes final payment and all other pending matters are closed. Contractors must agree that the School Food Authority, the State Agency, the United States Department of Agriculture or Comptroller General may review any books, documents, papers, and records of the vendor which are directly pertinent to all regulated customers.

**3.45** **REFERENCES:** Bidders **must** submit a list of three (3) references with which you have performed this type of service within the past three years. Show the name of the agency or institution, person to contact, their **current** telephone number, **current** e-mail address and the nature and size of the contract. Do not list any Knox County Government department as a reference.

**3.46** **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 on Lobbying as well as a Debarment/Suspension Certificate must be signed for all Contracts over \$100,000.

**3.47 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.

**3.48 REMOVAL OF VENDORS EMPLOYEES:** The successful vendor agrees to utilize only experienced responsible and capable people in the performance of this contract. Knox County may require that the vendor remove from the job covered under this Contract any employee whose actions are not in the best interest of Knox County.

**3.49 SUBMIT QUESTIONS:** Prospective bidders must submit questions concerning this solicitation no later than **Friday, July 30, 2021 @ 4:30 p.m.** local time. Submit questions as noted in Section 1.1.

**3.50 TERMINATION OF CONTRACT:**

Termination for Convenience: 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 sixty (60) 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 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 sure period would cause a delay that would impair the effectiveness of Knox County 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 Knox County for damages sustained by virtue of any breach of the Contract by the vendor.

Breach: A party shall be deemed to have breached the Contract if any of the following occur:

- A. Failure to perform in accordance with any term or provision of the Contract
- B. Partial performance of any term or provision of the Contract
- C. Any act prohibited or restricted by the Contract, or
- D. Violation of any warranty

Vendor Breach: Knox County Procurement shall notify the vendor in writing of a breach.

- A. In event of a breach by vendor, Knox County shall have available the remedy of actual damages and any other remedy available at law or equity.
- B. In the event of a breach, Knox County Procurement may assess liquidated damages.

Partial Default: In the event of a breach, Knox County Procurement may declare a partial default.

Contract Termination: In the event of a breach, Knox County Procurement may terminate the Contract immediately. The vendor shall be notified of the termination in writing by Knox County Procurement. Said notice may specify whether that the termination is to be effectively immediately, on the date certain in the future, or that

the vendor shall cease operations under this Contract in stages. In the event of a termination, the participating schools may withhold any amounts or damages available to Knox County at law or equity.

**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 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 to the Knox County Schools breach. In no event shall any breach on the part of 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 the Knox County 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.

**3.51 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](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](mailto:program.intake@usda.gov).

This institution is an equal opportunity provider.

## SECTION IV SPECIFICATIONS

**4.1 AGE AND CONDITION OF ITEMS:** Stocks shall be fresh and sound, prepared in properly equipped plants under modern sanitary conditions in accordance with the best commercial practices and free from decay, discoloration, or foreign matter. Containers are to be sound, clean, sturdy and sealed. Opened or damaged packages will not be accepted. Inspection of trucks, warehouse, and product by Knox County may be required.

Packages are to have uniform identifying codes stamped on the top or ends. In addition, this same uniform code may be stamped on the side of the shipping containers. Brands, item code, and count are to be clearly identified on master cases and boxes within master cases. Container marking specifications are as follows:

All product numbers must be clearly legible. Numerical markings must be at least 3/4" high to denote code for warehouse personnel. Product codes on carton strap tape are not acceptable.

Labels on finished cases must clearly distinguish processed, finished end-products from purchased equivalent products. Acceptable differences would be:

- a. Separate and different product numbers
- b. Different colored labels denoting purchased vs. processed on a consistent basis
- c. Different pack and box denoting purchased vs. processed on a consistent basis

d. Any combination of the above

Labels on all products must contain the company name, product description, product code number, and any ingredient items used in production of the product in legible print. Samples of labels which are to be used may be required from companies which have previously used a label which did not conform to the Knox County Schools Food and Nutrition Department specifications and requirements.

All products with labels not meeting approved specifications will be refused at receipt by Knox County Schools and the default provision will be enforced.

No mixed pallet loads will be accepted by Knox County Schools. Products shipped must be separated by the product codes.

**4.2 ITEMS NOT LISTED:** Bidders must include a discount percentage off of list cost for the current year catalog for all items not listed in Section VI. The discount percentage stated may be used other departments wishing to purchase from this contract. Knox County Schools Nutrition will not purchase items not listed or specifically added to the contract per Section 3.3.

**4.3 INSPECTION AND ACCEPTANCE:** Inspection and acceptance of all items shall be at destination. Items found to be defective or not in accordance with the bid specifications shall be replaced by the contractor at no cost to Knox County. Failures to replace items not meeting the bid specifications and/or defective items shall be considered sufficient cause for default action under the DEFAULT provision of this Contract.

**4.4 USAGE:** Knox County School's approximate aggregate usage will be for **58,000** students. Usage will be for **90** schools in the Knox County Schools Food and Nutrition Department as annually estimated in bid documents.

**\*\*\*BIDDERS NEED NOT RETURN PAGES 1-14 WITH THEIR RESPONSE\*\*\***

**SECTION V VENDOR INFORMATION BID 3071, CAFETERIA DISPOSABLES**

- 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 Vendor's Knox County Business License Number \_\_\_\_\_  
(IF applicable) If license number completed, attach a copy of the license.
- 5.7 Will you accept Credit Card payments as per section 1.18? \_\_\_\_\_ Yes \_\_\_\_\_ No
- 5.8 Did you include the Certificate Regarding Debarment? \_\_\_\_\_ Yes \_\_\_\_\_ No
- 5.9 Did you include the Certificate of Restrictions on Lobbying? \_\_\_\_\_ Yes \_\_\_\_\_ No
- 5.10 Did you include the Certificate of Independent Price Determination? \_\_\_\_\_ Yes \_\_\_\_\_ No
- 5.11 Did you include the Computer Order Entry System form? \_\_\_\_\_ Yes \_\_\_\_\_ No
- 5.12 Did you include the Criminal History Records Check? \_\_\_\_\_ Yes \_\_\_\_\_ No
- 5.13 Did you include the Insurance Checklist? \_\_\_\_\_ Yes \_\_\_\_\_ No
- 5.14 Have you included the signed Criminal History Records Check Affidavit? \_\_\_\_\_ Yes \_\_\_\_\_ No
- 5.15 Have you included the signed Insurance Checklist? \_\_\_\_\_ Yes \_\_\_\_\_ No
- 5.16 Did you attach a detailed description of your electronic ordering systems? \_\_\_\_\_ Yes \_\_\_\_\_ No
- 5.17 Have you met all the minimum requirements as outlined in section 3.33?
- A. Minimum (5) years experience supplying similar product/commodities and services to school districts. Provide letters of reference from a similar school system of size, usage and scope with your response \_\_\_\_\_ Yes \_\_\_\_\_ No
  - B. Must be a provider or distributor of commercial grade products as described herein and operate within the scope of a commercial cafeteria's level of usage \_\_\_\_\_ Yes \_\_\_\_\_ No
  - C. Must be able to commercially deliver ordered products to all Knox County Schools at a minimum of once weekly \_\_\_\_\_ Yes \_\_\_\_\_ No
- 5.18 Bidders must describe their process for handling incorrect deliveries or issues with items received, including, but not limited to, how to report issues and the normal turnaround time for resolution. You may attach additional pages if needed to fully address.

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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)

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

Authorizing Signature: \_\_\_\_\_  
(Please sign in blue ink)



**SECTION VI Pricing Sheet Bid 3071, Cafeteria Disposables Vendor \_\_\_\_\_**

**Bidders, if submitting electronically, must attach Section VI, Pricing, to their electronic response.**

	<b>Description</b>	<b>Estimated Annual Usage by Case</b>	<b>Preferred Mfg Item Number</b>	<b>Pack Size</b>	<b>Brand/Mfg # Bid</b>	<b>Cost Per Unit</b>	<b>Cost Per Case</b>	<b>Extended Cost</b>
6.1	Alcohol Prep 2 Ply Medium Sterile Pads 200EA/BX	150	Distributor Choice	20BX/CS				
6.2	Aluminum Foil Heavy Duty 18 " x 500 ' 89 Gauge	50	Distributor Choice	1 RL/CS				
6.3	Aluminum Full Size Deep Steam Table Pan Standard Weight	5	AFSTP100	50 EA/CS				
6.4	Aluminum Steam Table Pan Full Size Deep 346 oz Capacity	10	PCTY6050XH	40 EA/CT				
6.5	Apron, Disposable Poly 24" X 42" 1 MIL White	5	P2442	1000/CS				
6.6	Bag, French Fry 4.5" x 4.5" White	300	320447	2000/CS				
6.7	Bleach, Novel Wash 5.25% Gallon	110	Distributor Choice	6 GA/CS				
6.8	Bowl, Foam White 10oz 50 Count Per Pack	78	DCC10B20	1000 EA/CT				
6.9	Bowl, Foam White 12 oz 125 Count	40	DCC12BWWCR	1000 EA/CT				
6.10	Bowl, Foam White 5 oz 125 Count	4	DCC5BWWC	1000 EA/CT				
6.11	Bowl, Foam White 6 oz 50 Count	1500	DCC6B20	1000 EA/CT				
6.12	Broom, Large Angle	47	7420, Carolina Mop Co.	12EA/CS				
6.13	Bun Pan Cover, 27 x 37 Clear 13 Mic Poly	161	BOR2737HD	200/RL				
6.14	Bun Rack Cover, 52 x 80 Clear 0.6 Mil High D Clear N Tuff	53	BOR5280	50/RL				
6.15	Clamshell, Medium Clear Shallow	238	WNA29167	250/CS				
6.16	Cleaner, All Purpose Pine All GAL	83	PC01	4 GA/CS				
6.17	Cleaner, Glass RTU GAL	5	K181	4 GA/CS				
6.18	Cleaner, Oven & Grill 20 OZ Aerosol	15	CL826	12/CS				

	Description	Estimated Annual Usage by Case	Preferred Mfg Item Number	Pack Size	Brand/Mfg # Bid	Cost Per Unit	Cost Per Case	Extended Cost
6.19	Cleaner, Stainless Steel Polish Oil Base Aerosol 20 OZ Citrus	40	CL841	12 CN/CS				
6.20	Cleanser, Scouring With Bleach 21 OZ	5	CMCP752088	24/CS				
6.21	Container, Foam Hinged 9.5" White	3500	FP98019FV	200 EA/CS				
6.22	Container, Foam White 12 oz	100	DCC12SJ20	500 EA/CT				
6.23	Container, Plastic Clear Hinged Lid Sandwich 6"	300	DCCC57PST1	500 EA/CT				
6.24	Cup, 12-14 oz Clear PET	5	CKC12U	1000 EA/CS				
6.25	Cup, Foam White 6 oz Small Cup	13	DCC6J6	1000 EA/CT				
6.26	Cutlery Kit, PP White Spork 10" x 10" Napkin Milk Straw	200	RPP3KP203W06	1000/CS				
6.27	Deli Paper Regular Weight 10" x 10 3/4" White	300	105503, McNairn	500/BX 6000/CS				
6.28	Deli Paper, Dry Wax Medium Weight 12 " x 10 - 3/4 " White	300	105304, McNairn	500/BX 6000/CS				
6.29	Deli Paper, Dry Wax Medium Weight 15 " x 10 - 3/4 " White	5	105305, McNairn	500/BX 6000/CS				
6.30	Delimer, 1 GAL Sparclean	10	765504, Spartan	4/CS				
6.31	Detergent Powder, All Purpose Floor Cleaner 36 LB	5	PGC02364	1 EA/EA				
6.32	Dishwashing Detergent, 32 OZ Pink Luster	5	P28Q	12/CS				
6.33	Disinfectant Deodorant, Steriphene II 20 OZ Spring Breeze--Spartan	400	607500, Spartan	12 CN/CS				
6.34	Disinfecting Wipes 35 CT	500	CLO01593EA	1 EA/EA				

	Description	Estimated Annual Usage by Case	Preferred Mfg Item Number	Pack Size	Brand/Mfg # Bid	Cost Per Unit	Cost Per Case	Extended Cost
6.35	Foil Sandwich Wrap Silver 10 1/2" x 14"	200	811002, McNairn	2500/CS				
6.36	Food Service Film PVC 35 Guage 24" x 2000'	50	Distributor Choice	1 RL/CS				
6.37	Food Service Wiper Towel, White and Blue Strip 300	50	KCC05925	300 EA/CT				
6.38	Food Utility Poly Bags, 10 x 4 x 20 Clear .75 Mil Low D	1000	7G104020	1000/CS				
6.39	Fork, Individually Wrapped, Med Wt. PP, Black	5000	P1203FB	1000 EA/CS				
6.40	Glove, Nitrile Powder Free Royal Blue Large	20	NLG400	10 BX/CS				
6.41	Glove, Nitrile Powder Free Royal Blue Medium	20	NMD400	10 BX/CS				
6.42	Glove, Vinyl Powder Free General Use Clear LG--Ambitex	3500	VLG5201	10 BX/CS				
6.43	Glove, Vinyl Powder Free General Use Clear MED--Ambitex	2200	VMD5201	10 BX/CS				
6.44	Glove, Vinyl Powder Free General Use Clear SM--Ambitex	150	VSM5201	10 BX/CS				
6.45	Glove, Vinyl Powder Free General Use Clear XL--Ambitex	700	VXL5201	10 BX/CS				
6.46	Glove, Yellow Latex Flocklined Large	30	LLG6500	12 DZ/CS				

## SECTION VI Pricing Sheet Bid 3071, Cafeteria Disposable

Vendor \_\_\_\_\_

	Description	Estimated Annual Usage by Case	Preferred Mfg Item Number	Pack Size	Brand/Mfg # Bid	Cost Per Unit	Cost Per Case	Extended Cost
6.47	Glove, Yellow Latex Flocklined Medium	10	LMD6500	12 DZ/CS				
6.48	Glove, Yellow Latex Flocklined X-Large	5	LXL6500	12 DZ/CS				
6.49	Grocery Bag 8# Kraft 35# Paper 6 1/8 x 4 1/8 x 12 7/16	250	BAGGK8500	500 EA/BD				
6.50	Hand Pad, Medium Duty 96N 6 " x 9 " Green	75	MMM96N	20 EA/CS				
6.52	Lid, Plastic Clear No Vent 12 oz Lid For Cup	10	DCC12CLR	1000/CS				
6.53	Lid, Plastic Non Vented Translucent	5	DCC6JLNV	1000 EA/CT				
6.54	Lid, Plastic Vented Translucent Fits 20 oz Cup	1500	DCC20JL	1000 EA/CT				
6.55	Lid, Plastic Vented White for 12 oz Cup	75	DCC12JL	1000 EA/CT				
6.56	Lobby Dust Pan and Metal Handle, Duo Pan Black Plastic	20	CFS361410	1 EA/EA				
6.57	Lunch Box with Tuck Top, 9 X 5 X 3 White	200	SCH2729	1 EA/CT				
6.58	Napkin, Natural 1/2 Fold 24/250 CS	1500	COTNK	6000/CS				
6.59	Pan Liner Quilon Coated 16 3/8 x 24 3/8	400	290001, McNairn	1000/CS				

	Description	Estimated Annual Usage by Case	Preferred Mfg Item Number	Pack Size	Brand/Mfg # Bid	Cost Per Unit	Cost Per Case	Extended Cost
6.60	Pen, Sharpie, Plstc Pt, Bk	5	SAN1742663	12 EA/DZ				
6.61	Pole, Al, 56", F/Sqege	5	UNGAL140	1 EA/EA				
6.62	Portion Cup Container, Clear 5.5 oz	80	DCC550PC	2500 EA/CT				
6.63	Portion Tray Lid, 2 oz Clear--Atrium	60	WNA21482L	3000/CS				
6.64	Portion Tray, 2 oz Clear--Atrium	60	WNA21482	3000/CS				
6.65	Safety Glasses, Clear Frame Clear Lens	12	S4110S	12/BX 300/CS				
6.66	Salt Pellets 40#, Diamond Crystal	150	25654, Diamond Crystal	40LB/BG				
6.67	Sandwich Bag, 6 x 3/4 x 6 3/4 White Dry Wax	500	320050, McNairn	2000/CS				
6.68	Sandwich Bag, Saddle Pack 5.5 x 5.5 + 1.5 Flip Top 0.5Mil Top	600	DP5555	2000/CS				
6.69	Sandwich Bag, Saddle Pack 6 1/2 x 7 Clear High Density	75	216709, FoodHandler	2000/CS				
6.70	Sandwich Bag, Saddle Pack 6.5 x 7 + 1.75 Flip Top 0.5 Mil Clear	700	DP657	2000/CS				
6.71	Sandwich Bag, Saddle Pack 8.375 x 8.25	350	Distributor Choice	2000/CS				
6.72	Scour Pad, Scotch Brite Purple	5	MMM2020CC	40/CS				
6.73	Scouring Pad With Soap	40	ISP01PB	10/BG				

## SECTION VI Pricing Sheet Bid 3071, Cafeteria Disposable

Vendor \_\_\_\_\_

	Description	Estimated Annual Usage by Case	Preferred Mfg Item Number	Pack Size	Brand/Mfg # Bid	Cost Per Unit	Cost Per Case	Extended Cost
6.74	Scrubber Pad	50	434SPB	6 BG/CS				
6.75	Souffle Lid, Plastic Clear for Souffle Cup	90	DCCPL4N	2500 EA/CT				
6.76	Squeegee, 8" All Purpose	10	17008, Ettore	12/CS				
6.77	Squeegee, Straight Dual Rubber 22" Heavy Duty Floor	10	1636, Ettore	10/CS				
6.78	Straw Slot Cup Lid Clear 12-24 oz PET	10	CKC626TSU	50/SL 20SL/CS				
6.79	Straw Slot Lid, Translucent for 10 Oz Cup	5	DCC10SL	1000 EA/CT				
6.80	Straw, Translucent 7 3/4" Paper Wrapped	10	RPPSTNJM1970703	500/BX 24BX/CS				
6.81	Teaspoon, Individually Wrapped, Med. Wt. PP, Black	3000	P2203FB	1000 EA/CS				
6.82	Test Paper, Micro Chlorine 50 Count	10	9849, Spartan	50/BX				
6.83	Thank You Bag, 11.5 X 6.5 X 21 White 10 Mic	100	Distributor Choice	975/CS				
6.84	Towelette, Lemon Scented Moist Wet Nap 4"x6" 1000/CS	10	RPPRF1MB	1000 EA/CT				
	Trash Liner 12 - 16 Gallon, 24 x 32 Black 0.9 Mil Low D	75	HERH4832TK	500/CS				
6.85	Trash Liner, 38 x 58 Black 1.5 mil Low D 60 gallon 100/cs	3000	APT2200	100 EA/CS				

	Description	Estimated Annual Usage by Case	Preferred Mfg Item Number	Pack Size	Brand/Mfg # Bid	Cost Per Unit	Cost Per Case	Extended Cost
6.86	Trash Liner, 43 x 47 Black 1.5 Mil Low D 56 Gal 100/cs	100	X8647AKCR1	100/CS				
6.87	Tray, Eco Food 1 LB	800	SCH0513	1000 EA/CT				
6.88	Tray, Eco Food 1/4 LB	2000	SCH0501	1000/CS				
6.89	Tray, Eco Food 2 1/2 LB	650	SCH0521	500/CS				
6.90	Tray, Offer vs Serve Plastic 4 OZ Black	1500	WNA21927	2500/CS				
6.91	Tray, School Lunch WH Foam 5 Comp 8 1/4" x 10 1/4"	15000, usage for ttl trays	PCTYTH10500SGBX	500 EA/CT				
6.92	Tray, School Lunch White Foam 5 Comp	15000, usage for ttl trays	FP98024F	500/CS				
6.93	Tray, Three Cell Snack Black	100	WNA21903	1000/CS				
6.94	Wire Saddle Bag Rack	10	Distributor Choice	1 EA/EA				
6.95	Zip Lock Bag w/ Write On Strip, 7 x 8 Clear 1.75 Mil Low D	50	F20708Q	500/CS				
6.96	Zip Lock, Gallon Storage Bag 10 x 12 1.75 Mil Low D	75	F21012G	250/BX 2000/CS				

Discount for all other items in current year catalog: \_\_\_\_\_%

**NOTE:** While this Invitation for Bid is being issued for Knox County Schools Nutrition, any department in Knox County may purchase items from this solicitation. Other departments may include, but not be limited to, the Knox County Sheriff's Office and the Knoxville-Knox County Community Action Committee. The discount for all other items in the catalog is for these departments—not Knox County Schools Nutrition. Delivery locations and schedules will be determined by the using department and contractor.



**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, audiotope, 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.

## ATTACHMENT B

### 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

# ATTACHMENT C

## 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 consolation, 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

# ATTACHMENT D

## 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

**ATTACHMENT E**  
**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 3071**

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.	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="4">AUTOMOBILE LIABILITY</th> </tr> <tr> <td style="width: 5%; text-align: center;">X</td> <td style="width: 15%;">ANY AUTO-SYMBOL (1)</td> <td style="width: 5%;"></td> <td style="width: 75%;"></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>	AUTOMOBILE LIABILITY				X	ANY AUTO-SYMBOL (1)																			<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%;">COMBINE SINGLE LIMIT (Per -Accident)</td> <td style="width: 30%; text-align: center;">\$1,000,000</td> </tr> <tr> <td>BODY INJURY (Per -Person)</td> <td></td> </tr> <tr> <td>BODY INJURY (Per-Accident)</td> <td></td> </tr> <tr> <td>PROPERTY DAMAGE (Per-Accident)</td> <td></td> </tr> </table>	COMBINE SINGLE LIMIT (Per -Accident)	\$1,000,000	BODY INJURY (Per -Person)		BODY INJURY (Per-Accident)		PROPERTY DAMAGE (Per-Accident)																				
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COMMERCIAL GENERAL LIABILITY				LIMITS																																																		
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						PRODUCTS-COMPLETED OPERATIONS/AGGREGAT E	\$ 2,000,000																																															
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 \$2,000,000 ANNUAL AGGREGATE																																																			
NO	8.	XCU COVERAGE	NOT TO BE EXCLUDED																																																			
YES	9.	UMBRELLA LIABILITY COVERAGE	\$1,000,000																																																			
		PROFESSIONAL LIABILITY																																																				
NO	10.	ARCHITECTS & ENGINEERS	\$1,000,000 PER OCCURRENCE/CLAIM																																																			
NO		ASBESTOS & REMOVAL LIABILITY	\$2,000,000 PER OCCURRENCE/CLAIM																																																			
NO		MEDICAL MALPRACTICE	\$1,000,000 PER OCCURRENCE/CLAIM																																																			
NO		MEDICAL PROFESSIONAL LIABILITY	\$1,000,000 PER OCCURRENCE/CLAIM																																																			
NO	11.	MISCELLANEOUS E & O	\$500,000 PER OCCURRENCE/CLAIM																																																			
YES	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 Vendor named below and have advised the Vendor of required coverage not provided through this Agency.

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

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

Vendor Name: \_\_\_\_\_ Authorizing Signature: \_\_\_\_\_

**Reference Check Bid #3071 Cafeteria Disposables**

**Vendor** \_\_\_\_\_

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

**Reference # 1**

<p><b>Name of Firm:</b> _____</p> <p><b>Address:</b> _____</p> <p><b>Contact Person:</b> _____</p> <p><b>Contact Person telephone and fax numbers:</b> _____</p> <p><b>Nature of contract:</b> _____</p> <p><b>Contract start date:</b> _____ <b>Contract end date:</b> _____</p>
---

**Reference #2**

<p><b>Name of Firm:</b> _____</p> <p><b>Address:</b> _____</p> <p><b>Contact Person:</b> _____</p> <p><b>Contact Person telephone and fax numbers:</b> _____</p> <p><b>Nature of contract:</b> _____</p> <p><b>Contract start date:</b> _____ <b>Contract end date:</b> _____</p>
---

**Reference #3**

<p><b>Name of Firm:</b> _____</p> <p><b>Address:</b> _____</p> <p><b>Contact Person:</b> _____</p> <p><b>Contact Person telephone and fax numbers:</b> _____</p> <p><b>Nature of contract:</b> _____</p> <p><b>Contract start date:</b> _____ <b>Contract end date:</b> _____</p>
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# 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 6<sup>th</sup> and 9<sup>th</sup> 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.