

The Procurement Division of Knox County, Tennessee will receive sealed bids for the provision of **Ice Cream for Schools** as specified herein. Bids must be received by **2:00 p.m. EST on June 5, 2024**. Late bids will be neither considered nor returned.

**Deliver Bids To:**  
**Bid Number 3564**  
**Knox County Procurement Division**  
**Suite 100, 1000 North Central Avenue**  
**Knoxville, Tennessee 37917**

**The Bid Envelope must show the Company Name, 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 Susan Colella, Buyer, at 865.215.5769. Questions may be emailed to [susan.colella@knoxcounty.org](mailto:susan.colella@knoxcounty.org). If you have not heard from the Buyer in a reasonable amount of time, please call for further assistance. Information about the Knox County Procurement Division and current solicitations may be obtained online at [www.knoxcounty.org/procurement](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 ninety (90) business days from the date of the bid opening, unless otherwise indicated in their bid.

1.3 **ALTERNATIVE BIDS:** Knox County will not accept alternate bids (those not equal to specifications) unless authorized by the Invitation for Bid.

1.4 **AUDIT HOTLINE:** Knox County has established an Audit Hotline to report potential fraud and waste. To report potential fraud, waste, or abuse, please call 1-866-858-4443 (toll-free). You can also file a report online by accessing <http://www.knoxcounty.org/hotline/index.php>.

**Vendors are hereby cautioned that this Audit Hotline does not replace the Award Protest Procedures found in Section VI, Item M of the Knox County Procurement Regulations.**

1.5 **AWARD:** Award will be made to the most responsive, responsible bidder(s) meeting specifications which presents the product or service that is in the best interest of Knox County. Knox County reserves the right to award this bid on an all-or-none basis, line-item basis, 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 respondents, when hand delivering submittals, to time and date stamp the envelope before depositing it in the bid box. Knox County will not be responsible for any lost or misdirected mail sent by common carrier, nor will Knox County be responsible for submittals delivered to addresses or Suites other than the delivery address and Suite specified at the top of this solicitation. The time clock in the Procurement Division shall serve as the official record of time.

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

1.7 **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 particular to specific brand products are made to establish a required level of quality and functional capabilities and are not intended to exclude other products of that level. Comparable products of other manufacturers will be considered if proof of comparability is contained in their bid. It shall be the responsibility of the bidders, including bidders whose product is referenced; to furnish with their bid such specifications, catalog prices, brochures or other data as will provide an adequate basis for determining the quality and functional capabilities of the product offered. Failure to provide this data may be considered valid justification for rejection of their bid.

1.8 **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  
Administrator of Business Outreach  
Telephone: 865.215.5760  
Emails: [diane.woods@knoxcounty.org](mailto:diane.woods@knoxcounty.org)  
Fax: 865.215.5778

- 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 (1) exact copy. No copies are needed with an electronic bid response.
- 1.11 **DECLARATIVE STATEMENTS:** Any statement or words (e.g.: must, shall, will) are declarative statements and the vendor must comply with the condition. Failure to comply with any such condition will result in the bid being considered non-responsive and disqualified.
- 1.12 **DESCRIPTIVE LITERATURE:** Vendors, if bidding other than specified, must clearly identify the manufacturer and the specifications, to which they are submitting. Vendors must also provide descriptive literature with their bid.
- 1.13 **ELECTRONIC TRANSMISSION OF BIDS:** Knox County's Procurement Division will accept, and strongly encourages, electronically transmitted bids through the County's online Procurement system. Facsimile and email submission are strictly prohibited. Knox County shall not be responsible for technical difficulties experienced by vendors trying to register or submit their bid electronically less than twenty-four (24) hours prior to the bid opening time. The Pricing Sheet at the end of this document **MUST** be attached with your electronic submission.
- 1.14 **HOW TO DO BUSINESS:** Knox County utilizes a web-based Procurement software system, “KnoxBuys”. The system provides our clients (vendors, county departments and the citizens of Knox County) with a more enhanced and end-user friendly means of accessing our services. The system allows for online vendor registration and maintenance, electronic receipt of purchase orders, online retrieval and submittal of quotes, bids and bids for our vendor-clients and online requisitioning and receiving for our county departments. In order for the County to maximize its investment and minimize the cost associated with office operations we need your help. When doing business with Knox County we are urging you to please go to our website at [www.knoxcounty.org/procurement](http://www.knoxcounty.org/procurement), register as a vendor in our online Procurement system, “KnoxBuys”, if you have not done so and whenever possible to conduct your business with the County through this site. If you have any questions, please contact the Procurement Division Representative listed in Section 1.1 of this document.
- 1.15 **INCURRED COSTS:** Knox County will not be responsible for any costs incurred by bidder in the preparation of their bid.
- 1.16 **MULTIPLE BIDS:** Knox County will consider multiple bids that meet specifications.
- 1.17 **NON-COLLUSION:** Bidders, by submitting a signed bid, certify that the accompanying bid is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Tennessee or United States law.
- 1.18 **PAYMENT METHOD:** Knox County utilizes two (2) methods of placing orders for products and/or services. The first is the use of Purchase Orders. These Purchase Orders will be issued from the Knox County Procurement Division via the 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:
- 1.22.1 Be submitted on recycled paper.
  - 1.22.2 Not include pages of unnecessary advertising.
  - 1.22.3 Be made on both sides of each sheet of paper.
- 1.23 RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS:** It is the responsibility of the prospective bidder to review the entire Invitation for Bid (IFB) packet and to notify the Procurement Division if the specifications are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the specifications or bidding procedures must be received in the Procurement Division by **May 21, 2024 EST @ 4:30 p.m.** local time. These requirements also apply to specifications that are ambiguous.
- 1.24 SIGNING OF BIDS:** In order to be considered, all bids must be signed. Please sign the original in **blue ink**. By signing the bid document, the vendor acknowledges and accepts the terms and conditions stated in the bid document. When submitting electronically, the submission of the bid constitutes the acceptance of all terms and conditions and will legally bind the vendor to the County's request for goods/services and the vendor's subsequent response.
- 1.25 TAXES:** Knox County purchases are not subject to taxation. Tax exemption certificates will be provided upon request.
- 1.26 TITLE VI OF THE 1964 CIVIL RIGHTS ACT:** "Nondiscrimination in Federally Assisted Programs"—"No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." 42 U.S.C. Section 2000 et seq. It is the policy of Knox County Government that all its services and activities be administered in conformance with the requirements of Title VI.
- 1.27 UNFORESEEN CIRCUMSTANCES:** During periods of closure due to unforeseen circumstances in Knox County or closures at the direction of the Knox County Mayor, the Procurement Division will enact the following procedures in regard to solicitations and closures:
- If the Mayor closes the Administrative offices prior to the time set for solicitation opening of any business day, all solicitations due that same day will be moved to the next operational business day.
  - Other unforeseen circumstances shall be at the sole discretion of the Procurement Director.
  - Knox County shall not be liable for any commercial carrier's decision regarding deliveries during any unforeseen circumstances.
- 1.28 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.
- 1.29 VENDOR DEFAULT:** Knox County reserves the right, in case of vendor default, to procure the articles or services from other sources and hold the defaulting vendor responsible for any excess costs occasioned thereby.

Should vendor default be due to a failure to perform or because of a request for a price increase, Knox County reserves the right to remove the vendor from the County's bidder's list for twenty-four (24) months.

**1.30 VENDOR REGISTRATION:** Prior to the opening of this bid, **ALL BIDDERS MUST** be registered with the Procurement Division. Please register online at our website at [www.knoxcounty.org/procurement](http://www.knoxcounty.org/procurement) and click on "Online Vendor Registration". Vendors must be registered with the Procurement Division **prior** to submitting their bid.

**1.31 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 subcontractors and its employees must submit to a criminal history records check, at vendors expense, 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; VENUE:** This agreement shall be exclusively construed, governed, and controlled by the Laws of the State of Tennessee without regard to principles of law, including conflicts of law, of any other jurisdiction, territory, country, and/or province.

Any dispute arising out of or relating to this agreement shall exclusively be brought in the Chancery Court or the Circuit Court of Knox County, Tennessee. Each party consents to personal jurisdiction thereto and waives any defenses based on personal jurisdiction, venue, and inconvenient forum.

- 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 NO BOYCOTT OF ISRAEL:** Pursuant to Tennessee Code Annotated Title 12, Chapter 4, Part 1, by submission of a response to this solicitation, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint response each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each proposer is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel.
- 2.17 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 that would conflict in any manner with the provision of its goods or performance of its services. Contractor warrants that no part of the total Contract amount provided herein shall be paid directly or indirectly to any officer or employee of Knox County as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor, or consultant to Contractor in connection with any goods provided or work contemplated or performed relative to the agreement.

- 2.18 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.

- 2.19 **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.
- 2.20 **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.
- 2.21 **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.
- 2.22 **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 bid 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
- 2.23 **TERMINATION:** County may terminate this agreement with or without cause at any time upon thirty (30) calendar days' notice. In the event of termination by either party, fees due for services satisfactorily performed or goods accepted prior to the termination date shall be paid.
- 2.24 **WARRANTY:** Contractor warrants to Knox County that all items delivered and all services rendered shall conform to the specifications, drawings, bid and/or other descriptions furnished and/or incorporated by reference, and will be fit for the particular purpose purchased of merchantable quality, good workmanship, and free from defects. Contractor extends to Knox County all warranties allowed under the U.C.C. Contractor shall provide copies of warranties to the County upon request. Return of merchandise not meeting warranties shall be at Contractor's expense.

### SECTION III SPECIAL TERMS AND CONDITIONS

- 3.1 **SCOPE OF WORK:** This solicitation is to convey to vendors the quality and type of Ice Cream required by Knox County and Knox County Schools. Award will be based on Best Value. Best Value means more than low cost. It includes initial cost, service quality and other factors detailed herein.
- 3.2 **ADDITIONS OR DELETIONS OF GOODS AND/OR SERVICES:** Knox County reserves the right to add or delete goods or services as the need arises. If items are to be added, Knox County and the Contractor will arrive at a mutually agreed price.
- 3.3 **AWARD STATUS:** Knox County intends to issue a one-year award. Upon the mutual agreement of the vendor and Knox County, the award may be extended four (4) additional years, one (1) year at a time. This may result in a total of five (5) years. The renewal option is at the discretion of the County. Should the County desire not to renew, no reason needs to be given. 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.
- 3.4 **BID EVALUATION:** In evaluating the bids, Knox County reserves the right to use any or all of the ideas from the bids submitted without limitation and to accept any part or the entire successful bid in selecting an operation which is judged to be in the best interest of Knox County. All material submitted becomes the property of Knox County and is therefore considered an open document under the Public Records Act.
- 3.5 **BILLING FOR SCHOOLS:** Invoices shall be submitted in duplicate to the Knox County Schools Food and Nutrition Department, P.O. Box 2188, Knoxville, TN 37901 and shall contain the following information: purchase order number, item number, item description, quantity, and unit price, extended totals and applicable discounts noted for items delivered. All terms and discounts must be listed on the invoice.

A separate statement for each school location will be prepared monthly. Accounts will close on the last day of the month. Invoices must be delivered or sent each week and statements will be forwarded no later than the three (3) business days after the end of each month to the attention of Knox County Schools Food and Nutrition Department.

Each statement must contain the following:

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

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

- 3.6 CERTIFICATE REGARDING DEBARMENT:** Attached is a Debarment Certification. All vendors must complete the form and submit it with their bid response. Vendors that do not submit the certificate will not be considered.
- 3.7 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION:** Attached 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.
- 3.8 CERTIFICATE OF RESTRICTIONS ON LOBBYING:** Attached is a Certificate of Restrictions on Lobbying. All vendors must complete the form and submit it with their bid response. Vendors that do not submit the certificate will not be considered.
- 3.9 CHANGES AFTER AWARD:** It is possible that after the award, the 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, the County reserves the right to consider accepting these changes 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 Schools and/or provide improved service.
- 3.10 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.
- 3.11 DELIVERY:** See attached list of billing addresses for participating school locations and each school's cafeteria manager. Deliveries must be made to each school between the hours of 6:30 a.m. and 1:30 p.m. (Eastern Time). 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. Contractor must schedule delivery with each school. Delivery schedules may differ per school. However, it is anticipated that deliveries will be made at a minimum of one (1) time per week.

- 3.12 **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.
- 3.13 **DESTINATION AND DELIVERY:** Bidders must include all destination and delivery charges in their price. **There will be no extra hidden charges.** Delivery must be “free on board” to the County department.
- 3.14 **DRUG-FREE WORKPLACE:** If Contractor has five or more employees receiving pay: Contractor shall have a drug-free workplace program that complies with Title 50, Chapter 9 of the Code of Tennessee, shall obtain a certificate of compliance with the applicable portions of the Drug-Free Workplace Act from the Department of Labor and Workforce, and shall provide the Affidavit required by Public Acts, 2000, Chapter 918. Contractor shall ensure that it is in compliance with Public Acts, 2000, Chapter No. 918.
- 3.15 **ELECTRONIC ORDERING:** If vendor has an internet-based ordering system, vendor should include details of the system with the bid. Participating schools may or may not wish to order electronically.
- 3.16 **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)
- 3.17 **EQUAL EMPLOYMENT OPPORTUNITY:** All contracts awarded in excess of \$10,000 by grantees and their contractors or subcontractors shall comply with Executive Order 11246 entitled “Equal Employment Opportunity” as amended by Executive Order 11375 and supplemented under the Department of Labor Regulations 41 CFR, Part 60.
- 3.18 **EVALUATION CRITERIA:** The following criteria will be the basis for award.

**Cost                      100 Points**

- 3.19 **EVALUATION REVIEW:** Knox County reserves the right to use all pertinent information that might affect the County’s judgment as to the appropriateness of an award to the best-evaluated 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.
- 3.20 **FUEL CHARGES:** Contractor, at its own expense, is liable for all fuel costs related to performance. **No fuel surcharges will be accepted or paid by Knox County.**
- 3.21 **HAZARD ANALYSIS CRITICAL CONTROL POINTS STATEMENT:** Vendors shall certify that all products packed by their institution or at their facility are manufactured under the Good Manufacturing Practices (GMP) as outlined by the FDA. Vendor so states that they employ the principles of Hazard Analysis Critical Control Points (HACCP) in all of their processing lines and write or provide a statement thereto. Failure to include this statement in the vendor’s bid response will render the bid non-responsive.
- 3.22 **INSURANCE:** The successful Contractor(s) must carry the insurance as indicated on the Insurance Attachment hereto. As proof of the Contractor’s willingness to obtain and maintain the insurance, the Contractor must complete, sign, and have its insurance agent sign the attachment and submit it with the bid response. Upon the Notification of Intent to Award, the successful Contractor(s) will be required to submit a Certificate of Insurance (COI) with the appropriate coverages and listing Knox County Government as an additional insured. It shall be the successful Contractor’s responsibility to always keep a current COI on file with Knox County Procurement.
- 3.23 **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.
- 3.24 **LICENSE REQUIREMENTS:** All vendors doing business in Knox County are required to be licensed in accordance with the business license regulations of Knox County, Tennessee.



Wholesale and retail merchants without a location in Knox County are exempt from this requirement. A copy of the license must be included with the bid, if applicable.

**3.25 LINES OF COMMUNICATION:** Only the department representative shall instruct or make requests of the successful Contractor.

All communications relating to bid pricing between the Knox County department and the vendor shall be in writing with a copy to the Knox County Purchasing Division representative.

The successful Contractor must designate a representative (contact person) to facilitate day-to-day problems, matters concerning the program, policy, negotiations, etc.

In addition, the successful Contractor shall appoint an account sales representative to confer with the department representative in matters pertaining to products, product mark-outs and delivery schedules.

**3.26 MINIMUM REQUIREMENTS TO PARTICIPATE IN THIS SOLICITATION:**

- Minimum 5 years' experience supplying similar product/commodities and services to school districts and letters of reference from a similar school system of size and scope (hospitals, nursing facilities, etc.)
- Must have a statement adhering to the HACCP standards for food processing as described by the USDA

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

**3.27 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.

**3.28 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.

**3.29 NUTRITIONAL INFORMATION:** Vendor must provide nutritional information upon request. All products must meet Smart Snacks in Schools nutritional guidelines.

**3.30 OFFER WITHDRAWAL:** No bid can be withdrawn after it is filed unless the offeror makes a request in writing to the Knox County Procurement Division **prior** to the time set for the opening of bids or unless the County fails to accept within ninety (90) business days after the date fixed for opening the Invitation for Bid.

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

**3.32 PACKAGING:** Knox County will not be liable for any charges for packaging, crating, carting, drayage, or storage in excess of the purchase price of this order unless stated otherwise herein.

**3.33 PENALTIES FOR FAILURE TO PERFORM:** Any one or combination of penalties for failure to perform may be used:

- Payment for items bought from other sources
- Termination of Contract
- Suspension from future business
- Legal action and civil penalties
- Criminal action

**3.34 PRICES AND NOTATIONS:** Bids must be submitted on attached bid forms. All prices and quotations shall be shown in ink or typewritten. Quote on each item separately. Prices quoted must be net, including all trade discounts, rebates, and bill-backs. Sheltered income agreements between the vendor and the manufacturer are of no concern or consequence to Knox County.

Knox County reserves the right to perform a financial audit at any time to verify that all costs provided to Knox County Schools Food and Nutrition Department, through the awarded bidder, are being honored. Prices quoted must be Fixed Cost-plus Fixed Fee for Delivery method and must be submitted in separate columns to clearly delineate what is the manufacturer's cost to the distributor and what the delivery fee per case will be during the term of a six (6) month period. The delivery fee must be the same per case for each item bid regardless of the size or case weight. Delivery fee for items that are split must be charged as the fractional equivalent of the delivery fee per case.

Any new items added during the contract period must be at the case price negotiated with the manufacturer and for the awarded per case delivery fee. Vendor must state brand, unit price and extension for each item. Informalities such as mathematical errors may be waived; corrections may be made adjacent thereto but should be initialed in ink by the vendor. If a vendor submits a non-specified item that has not been previously approved through the sampling process, that item will be calculated at the highest price submitted from all vendors for that line item. If there are no-bid items from a bidder, the item will be removed from the overall bid calculation. All purchase orders placed under this Contract shall be delivered and invoiced at the Contract price prevailing at the time the order is placed, regardless of the actual delivery date. Pick up pricing can be included in addition, but the final judgment will be based on delivered pricing. Any minimum quantities or shipping restrictions must be stated clearly on the bid. Vendors must be willing to extend credit to Knox County. Bidders must include the Certificate of Independent Price Determination with their bid.

**3.35 PRICING:** Due to the nature of the products required in this solicitation, Knox County will allow the successful bidder(s) to request a price increase every six (6) months through the duration of the Contract. Any requests for price adjustments must be received no later than June 1<sup>st</sup> for the period beginning July 1<sup>st</sup> and no later than December 1<sup>st</sup> for the period beginning January 1<sup>st</sup> of each contract year. If a requested price increase is not received within the stated timeframe, no increase will be given.

Contractor will not be granted price increases at any other time during the Contract terms. Price increase requests shall include at a minimum:

- 3.35.1 The cause for the adjustment. This may include, but not be limited to, letters from suppliers.
- 3.35.2 The amount of the change requested with written documentation tied to the Producer Price Index (PPI) to support the requested adjustment.
- 3.35.3 Notice to Knox County to be given thirty (30) days before the upcoming six month term.

If a price increase is rejected, the vendor may:

- 3.35.4 Continue with the existing price.
- 3.35.5 Request a lower price increase.
- 3.35.6 Not accept the renewal offer.

Any requests for price increases will be based off the Producer Price Index (PPI) 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 the increase. This documentation will become part of the bid file. No approvals will be authorized verbally.

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

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

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

The vendor may notify the Procurement Director, in writing, during the next three (3) business days. **Knox County will not consider complaints filed electronically.**

Complaints received after three (3) business days after the award decision has been made will not be considered for review. The envelope in which the protest is mailed should be clearly marked "Protest of Award Decision."

The written protest should include:

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

The Procurement Director will review the protest and announce a decision (in writing). Recognizing that holding the purchasing process up any longer than necessary is detrimental to the interests of the County, the Purchasing Director will announce the decision as soon as possible. In any case, a decision will be made within five (5) business days of the receipt of the protest. If the vendor is still not satisfied, there is one appeal step. The concerned vendor may file an appeal with the Senior Director of Finance.

This appeal must be filed within three (3) business days from the issuance of the Procurement Director's decision. The Senior Director of Finance will again review the information and the previous decisions. A decision will be issued within five (5) business days. A final appeal may be made within three (3) business days to the County Mayor.

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

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

**3.38 QUANTITIES SHOWN:** The quantities shown in this IFB represent the best estimates that Knox County requires supporting their current program. The quantities to be purchased may vary depending upon internal changes. Knox County does not assume or accept responsibility to purchase the total quantities listed. Knox County reserves the right to purchase more or less of specified amounts. Quantities shown shall not be construed to represent any amount which Knox County shall be obligated to purchase under this Contract or relieve the vendor of his/her obligation to fill all orders placed by the County.

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

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

**3.40 REGULATION COMPLIANCE:** The Knox County Schools Food and Nutrition Department policy is in firm support of the provisions of the Equal Opportunity Act of 1975. The Knox County Schools Food and Nutrition Department, therefore, must be assured by the successful vendor in this bid that the institution is an equal opportunity employer according to the provisions of the Act. All Contracts 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.

**3.41 REJECTION OF BIDS:** Knox County reserves the right to reject any and all bids received as result of this request and to waive any informality, technical defect or clerical error in any bid, as the interests of the County may require. Non-acceptance of any bid will be devoid of any criticism of the bid and of any implication that the bid is deficient in any manner. Non-acceptance of any bid shall be construed as meaning simply that the County does not deem the bid to be acceptable or that another bid was deemed to be more advantageous to Knox County for the particular services.

**3.42 REMOVAL OF VENDORS EMPLOYEES:** The successful Contractor agrees to utilize only experienced responsible and capable people in the performance of this contract.

Knox County may require that the vendor remove from the job covered under this Contract any employee whose actions are not in the best interest of Knox County.

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

**3.44 SANITATION:** All products specified herein must be delivered in vehicles which are maintained in a sanitary condition and properly refrigerated (-5 degrees F). Knox County reserves the right to reject the use of any equipment by the vendor if it is not in a clean, sanitary condition suitable for the transport of food items.

Participating departments follow the principals of HACCP (Hazard Analysis Critical Control Point) in accepting all deliveries. Therefore, upon delivery temperatures of products may be taken and recorded and overall product condition will be inspected in accordance with the departments' Safety Plan.

Vendors must be aware of the sanitation standards employed by their food suppliers.

Vendor's warehouses must be routinely inspected by State Officials. Warehouse facilities and warehousing practices must be continuously in compliance with the U.S. Food, Drug and Cosmetics Act, the State of Tennessee and local laws and regulations.

**3.45 UNLOADING PRACTICES:** Trucks will be allowed to be unloaded within a reasonable time frame but are asked not to unload during times specified by the using school.

**3.46 USDA ASSURANCE STATEMENT:** The vendor hereby agrees that it will comply with:

- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.);
- ii. Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.);
- iii. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794);
- iv. Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.);
- v. Title II and Title III of the Americans with Disabilities Act (ADA) of 1990 as amended by the ADA Amendment Act of 2008 (42 U.S.C. 12131-12189);
- vi. Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency." (August 11, 2000);
- vii. All provisions required by the implementing regulations of the Department of Agriculture (USDA) (7 CFR Part 15 et seq.);
- viii. Department of Justice Enforcement Guidelines (28 CFR Parts 35, 42 and 50.3);
- ix. Food and Nutrition Service (FNS) directives and guidelines to the effect that, no person shall, on the grounds of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination under any program or activity for which the Program applicant receives Federal financial assistance from USDA; and hereby gives assurance that it will immediately take measures necessary to effectuate this Agreement.
- x. The USDA non-discrimination statement that 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).

This assurance is given in consideration of and for the purpose of obtaining any and all Federal financial assistance, grants, and loans of Federal funds, reimbursable expenditures, grant, or donation of Federal property and interest in property, the detail of Federal personnel, the sale and lease of, and the permission to use Federal property or interest in such property or the furnishing of services without consideration or at a nominal consideration, or at a consideration that is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale, lease, or furnishing of services to the recipient, or any improvements made with Federal financial assistance extended to the Program applicant by USDA.

This includes any Federal agreement, arrangement, or other contract that has as one of its purposes the provision of cash assistance for the purchase of food, and cash assistance for purchase or rental of food service equipment or any other financial assistance extended in reliance on the representations and agreements made in this assurance.

**3.47 VALUE ADDED RELATIONSHIP:** Knox County intends for this bid to result in a relationship with a vendor. Knox County desires a long-term relationship with a vendor in which common goals are shared. Among those goals are:

3.47.1 Fair and equitable treatment of vendor and owner.

3.47.2 Vendor expertise in methods of cost reduction. Vendors are encouraged to suggest ways in which costs can be reduced by product substitution or process modification.

#### **SECTION IV GENERAL PRODUCT SPECIFICATIONS**

The Vendor shall place the product in the freezers at the time of delivery at the Cafeteria Manager's or designee direction. Product left over from the previous delivery shall be rotated in such a manner as to ensure that the older product will be used first. The Vendor shall replace ice cream that is off-flavor, damaged or mashed inside the case, or ice cream that has been melted and re-frozen prior to delivery.

Ice cream that has melted due to Vendor equipment failure shall be replaced at the vendor's expense.

The Vendor shall agree to pick up and give full credit for excess ice cream the day before holidays and summer vacation or at other times as requested.

All delivery cases and trucks must be clean and sanitary. Delivery will not be accepted from unrefrigerated vehicles. Temperatures must be maintained at no more than -5° Fahrenheit.

The Vendor shall be responsible for damages to ice cream boxes, freezers, buildings, and grounds at the delivery sites if they are a direct result of the carelessness or negligence on the part of the delivery person.

All ice cream products must be prepared from clean, pure, and safe ingredients, including only Grade A pasteurized fluid milk which has maintained a Sanitation Compliance Rating of no less than 90%. The plant premises and packing conditions shall pass all inspections and meet all requirements of the U.S. Department of Agriculture and the Tennessee Department of Health.

All invoices must have "Ice Cream" pre-printed on the invoice.

All handwritten notations on invoices (including quantities and pricing) must be written neatly and legibly.

**Please note that it is not necessary to return pages one (1) through thirteen (13) with your submittal.**

**SECTION V VENDOR INFORMATION FOR BID 3564, ICE CREAM FOR SCHOOLS**

5.1 Vendor Name \_\_\_\_\_

5.2 Knox County Vendor Number \_\_\_\_\_

5.3 Vendor Street Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

5.4 Telephone Number \_\_\_\_\_

5.5 Fax Number \_\_\_\_\_

5.6 Contact Person \_\_\_\_\_

5.7 Contact Person Email Address \_\_\_\_\_

5.8 Vendor's Knox County Business License Number \_\_\_\_\_  
(If applicable, attach a copy of the license.)

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

Authorizing signature \_\_\_\_\_  
*(Please sign original in blue ink)*

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

Authorizing signature \_\_\_\_\_  
*(Please sign original in blue ink)*

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

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

5.13 Did you include the Criminal History Records Check as per Section 2.7? \_\_\_\_\_ Yes \_\_\_\_\_ No

5.14 Do you have electronic ordering as per Section 3.16? \_\_\_\_\_ Yes \_\_\_\_\_ No

5.15 Did you include the Insurance Checklist as per Section 3.23? \_\_\_\_\_ Yes \_\_\_\_\_ No

5.16 Did you state minimum quantities as per Section 3.38? \_\_\_\_\_ Yes \_\_\_\_\_ No

If there are minimum quantities, state here: \_\_\_\_\_

5.17 Did you include all certifications? \_\_\_\_\_ Yes \_\_\_\_\_ No

5.18 Addendum received for this bid:

Addendum #1 \_\_\_\_\_ Addendum #2 \_\_\_\_\_ Addendum #3 \_\_\_\_\_ Addendum #4 \_\_\_\_\_

5.19 Do you accept the terms and conditions of the bid? YES NO YES WITH EXCEPTION  
(Please circle your answer)

If you do not fully accept the terms and conditions, please note the exceptions below:

\_\_\_\_\_  
\_\_\_\_\_

SECTION VI PRICING INVITATION FOR BID 3564 ICE CREAM FOR SCHOOLS VENDOR \_\_\_\_\_

**\*\*Please note all items bid below must meet USDA's Smart Snacks in Schools guidelines\*\***

Item Number	Description	Estimated Usage (Dozens)	Current Ounces Per Serving	Brand and Product Name	Vendor Stock Number	Pack Size	Unit Price/Selling Unit	Cost Per Product Ounce
6.1	Fat Free Frozen Chocolate Fudge Dairy Confection on a Stick	1,700	2.5 oz.			24 Pack		
6.2	Fat Free Frozen Chocolate Fudge Dairy Confection on a Stick	1,500	1.75 oz.			24 Pack		
6.3	Orange Sherbert in a Push Wrapper	4,000	3 oz.			24 Pack		
6.4	Low Fat Vanilla Ice Cream Between Chocolate Wafers	2,800	3.5 oz.			24 Pack		
6.5	Low Fat Cookies and Cream Ice Cream Between Chocolate Wafers	8,000	4 oz.			20 Pack		
6.6	Low Fat Vanilla Ice Cream in a Cup	3,400	4 oz.			24 Pack		
6.7	Low Fat Chocolate Ice Cream in a Cup	3,900	4 oz.			24 Pack		
6.8	Low Fat Strawberry Ice Cream in a Cup	1,400	4 oz.			24 Pack		
6.9	Low Fat Vanilla Ice Cream with Strawberry Flavored Center and Crunch Coating on a Stick	2,300	3 oz.			24 Pack		

SECTION VI PRICING INVITATION FOR BID 3564 ICE CREAM FOR SCHOOLS VENDOR \_\_\_\_\_

**\*\*Please note all items bid below must meet USDA's Smart Snacks in Schools guidelines\*\***

Item Number	Description	Estimated Usage (Dozens)	Current Ounces Per Serving	Brand and Product Name	Vendor Stock Number	Pack Size	Unit Price/Selling Unit	Cost Per Product Ounce
6.10	Low Fat Vanilla Ice Cream with Chocolate Flavored Center and Crunch Coating on a Stick	2,400	3 oz.			24 Pack		
6.11	Low Fat Sour Flavored Frozen Dairy Dessert on a Stick	4,000	2.5 oz.			24 Pack		
6.12	Low Fat Cotton Candy Flavored Dairy Dessert on a Stick	2,600	2.5 oz.			24 Pack		
6.13	Low Fat Vanilla Frozen Dairy Dessert in a Cone with Chocolate Cookie Pieces	4,700	3 oz.			24 Pack		
6.14	Orange Sherbert/Vanilla Yogurt Bar on a Stick	1,500	2.75 oz.			24 Pack		
6.15	Low Fat Birthday Cake Flavored Frozen Dairy Dessert in a Cone	7,800	3 oz.			24 Pack		
6.16	Sour Blue Raspberry Flavored Frozen Dairy Snack	5,000	3.75 oz.			24 Pack		
6.17	Cherry/Raspberry/Orange Flavored Frozen Dairy Snack in a Push Wrapper	3,000	2.75 oz.			24 Pack		
<b>Total</b>								

Please list any other Smart Snack approved items below. However, please note that the pricing of the below items will not be considered in the awarding of the bid.






**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion  
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 CFR §§ 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 or 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	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](#) 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).

USDA is an equal opportunity provider, employer, and lender.

### *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 must 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 CFR 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 may 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 General Services Administration's System for Award Management Exclusions 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.

**KNOX COUNTY PURCHASING DIVISION  
INSURANCE CHECKLIST  
BID NUMBER 3564**

THE CERTIFICATE OF INSURANCE MUST SHOW ALL COVERAGES & ENDORSEMENTS WITH "YES" AND ITEMS 20 TO 23.

REQUIRED:	NUMBER	TYPE OF COVERAGE						COVERAGE LIMITS	
YES	1.	WORKERS COMPENSATION						STATUTORY LIMITS OF TENNESSEE	
YES	2.	EMPLOYERS LIABILITY						\$100,000 PER ACCIDENT \$100,000 PER DISEASE \$500,000 DISEASE POLICY LIMIT	
YES	3.	AUTOMOBILE LIABILITY						COMBINE SINGLE LIMIT	\$1,000,000
		X	ANY AUTO-SYMBOL (1)						
							BODY INJURY (Per -Person)		
							BODY INJURY (Per-Accident)		
							PROPERTY DAMAGE (Per-Accident)		
YES	4.	COMMERCIAL GENERAL LIABILITY							LIMITS
			CLAIM MADE			X	OCCUR	EACH OCCURRENCE	\$ 1,000,000
							FIRE LEGAL LIABILITY	\$ 100,000	
							MED EXP (Per person)	\$ 5,000	
		GEN'L AGGREGATE LIMITS APPLIES PER						PERSONAL & ADV INJURY	\$ 1,000,000
			POLICY	X	PROJECT		LO	GENERAL AGGREGATE	\$ 2,000,000
								PRODUCTS-COMPLETED OPERATIONS/AGG REGATE	\$ 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 \$1,000,000 ANNUAL AGGREGATE	
YES	8.	XCU COVERAGE						NOT TO BE EXCLUDED	
YES	9.	UMBRELLA LIABILITY COVERAGE						\$1,000,000.00	
		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	
NO	12.	MOTOR CARRIER ACT ENDORSEMENT						\$1,000,000 BI/PD EACH OCCURRENCE UNINSURED MOTORIST (MCS-90)	
NO	13.	MOTOR CARGO INSURANCE							
NO	14.	GARAGE LIABILITY						\$1,000,000 BODILY INJURY, PROPERTY DAMAGE PER OCCURRENCE	
NO	15.	GARAGEKEEPER'S LIABILITY						\$500,000 COMPREHENSIVE \$500,000 COLLISION	
NO	16.	INLAND MARINE BAILEE'S INSURANCE						\$	
NO	17.	DISHONESTY BOND						\$	
NO	18.	BUILDERS RISK						PROVIDE COVERAGE IN THE FULL AMOUNT OF THE CONTRACT UNLESS PROVIDED BY OWNER.	
NO	19.	USL&H						FEDERAL STATUTORY LIMITS	

20. CARRIER RATING SHALL BE BEST'S RATING OF A-VII OR BETTER OR ITS EQUIVALENT.
21. THE COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED ON ALL POLICIES EXCEPT WORKERS' COMPENSATION AND AUTO.
22. CERTIFICATE OF INSURANCE SHALL SHOW THE BID NUMBER AND TITLE.
23. OTHER INSURANCE REQUIRED \_\_\_\_\_.

**INSURANCE AGENT'S STATEMENT AND CERTIFICATION:** I HAVE REVIEWED THE ABOVE REQUIREMENTS WITH THE BIDDER NAMED BELOW.

**AGENCY NAME:** \_\_\_\_\_ **AUTHORIZING SIGNATURE:** \_\_\_\_\_

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

**BIDDER NAME:** \_\_\_\_\_ **AUTHORIZING SIGNATURE:** \_\_\_\_\_

**CERTIFICATION OF RESTRICTIONS ON LOBBYING**

I, \_\_\_\_\_, on behalf of \_\_\_\_\_  
Name of Official Name of Vendor

hereby certify that:

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

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

By: \_\_\_\_\_  
Signature of Company Official

\_\_\_\_\_  
Official's Title

\_\_\_\_\_  
Date

### Certificate of Independent Price Determination

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

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

(B) Each person signing this offer certifies that:

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

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Signature of Vendor's Authorized Representative

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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.

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Signature of Vendor's Agent Authorized Representative

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Title Date

**EXHIBIT I**

**AFFIDAVIT OF COMPLIANCE**

**WITH**

**TENNESSEE CRIMINAL HISTORY RECORDS CHECK**

**TENNESSEE CODE ANNOTATED, SECTION 49-5-413**

(To be submitted with bid)

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: \_\_\_\_\_

**Billing Addresses for Participating Schools**

<b>School</b>	<b>Address</b>	<b>Manager</b>	<b>Phone Number</b>
A.L. Lotts Elementary School	9320 Westland Drive Knoxville, TN 37922	George-Anna Goodin	865.539.8611
Adrian Burnett Elementary	4521 Brown Gap Road Knoxville, TN 37918	Kristan McNeil	865.689.1474
Amherst Elementary School	5101 Schaad Road Knoxville, TN 37931	LaDonna Reed	865.560.7001
Austin-East Magnet High School	2800 Martin Luther King Jr. Ave Knoxville , TN 37914	Tiffany Hensley	865.594.3792
Ball Camp Elementary School	9801 Middlebrook Pike Knoxville, TN 37919	Lisa Huffman	865.539.7888
Bearden Elementary School	5717 Kingston Pike Knoxville, TN 37919	Misty Newhouse	865.909.9000
Bearden High School	8352 Kingston Pike Knoxville, TN 37919	Kristy Powell	865.539.7800
Bearden Middle School	1000 Francis Road Knoxville, TN 37909	Brian McFalls	865.539.7839
Beaumont Elementary	1211 Beaumont Avenue Knoxville, TN 37921	Cassandra Gilbreath	865.594.1272
Belle Morris Elementary	2308 Washington Pike Knoxville, TN 37917	Tina Dinges	865.594.1277
Blue Grass Elementary School	8901 Bluegrass Road Knoxville, TN 37922	Becky Key	865.539.7864
Bonny Kate Elementary School	7608 Martin Mill Pike Knoxville, TN 37920	Debra Blevins	865.579.2108
Brickey-McCloud Elementary School	1810 Dry Gap Pike Knoxville, TN 37918	Annette Hendricks	865.689.1499
Career Magnet Academy	7171 Strawberry Plains Pike Knoxville, TN 37914	N/A	865.622.3800
Carter Elementary School	8455 Strawberry Plains Pike Knoxville, TN 37871	Amanda Brown	865.933.4172
Carter High School	210 N. Carter School Road Strawberry Plains, TN 37871	Christie Brewer	865.933.3434
Carter Middle School	204 North Carter School Road Strawberry Plains, TN 37871	Beth Lively	865.933.3426
Cedar Bluff Elementary School	705 N. Cedar Bluff Road Knoxville, TN 37923	Valerie Johnson	865.539.7721
Cedar Bluff Middle School	707 N. Cedar Bluff Road Knoxville, TN 37923	Dana Green	865.539.7891
Central High School	5321 Jacksboro Pike Knoxville, TN 37918	Jennifer De la Torre	865.689.1400
Chilhowee Intermediate	5005 Asheville Highway Knoxville, TN 37914	Tiffany Hensley	865.594.1285
Christenberry Elementary School	927 Oglewood Avenue Knoxville, TN 37917	Lakeisha Smith	865.594.8500
Copper Ridge Elementary School	2502 E. Brushy Valley Road Powell, TN 37849	Jennifer Dyess	865.938.7002



Corryton Elementary School	7200 Corryton Road Corryton, TN 37721	Cheryl Brock	865.687.4573
Dogwood Elementary School	705 Tipton Avenue Knoxville, TN 37920	Stacy Reynolds	865.579.5677
East Knox County Elementary School	9315 Rutledge Pike Mascot, TN 37806	Julie Bailey	865.933.3493
Emerald Academy	220 Carrick Street Knoxville, TN 37921	Cindy Tinnel	865.249.7223
Fair Garden Family Community Center	400 Fern Street Knoxville, TN 37914	Diane Pyne	865.594.1320
Farragut High School	11237 Kingston Pike Knoxville, TN 37922	Brittney Harper	865.966.9775
Farragut Intermediate School	208 West End Ave Knoxville, TN 37922	Michelle Willis	865.966.6703
Farragut Middle School	200 West End Ave Knoxville, TN 37934	Michelle Willis	865.966.9756
Farragut Primary School	509 N. Campbell Station Rd. Knoxville, TN 37934	Melanie Mohr	865.966.5848
Fort Sander Educ. Dev. Center	501 South Twenty-First St. Knoxville, TN 37916	Constant Ramsey	865.594.1320
Fountain City Elementary	2910 Montbelle Drive Knoxville, TN 37918	Della Haun	865.689.1445
Fulton High School	2509 N. Broadway Knoxville, TN 37917	Joyce Turner	865.594.1240
Gap Creek Elementary School	1920 Kimberlin Heights Rd. Knoxville, TN 37920	Lori Rudder	865.577.4860
Gibbs Elementary School	7715 Tazewell Pike Corryton, TN 37721	Samantha Young	865.689.1497
Gibbs High School	7628 Tazewell Pike Corryton, TN 37721	Melissa Hargis	865.689.9130
Gibbs Middle School	7625 Tazewell Pike Corryton, TN 37721	Tami Benziger	865.689.1712
Green Magnet Academy	801 Town View Drive Knoxville, TN 37915	Marsha Parks	865.594.1324
Gresham Middle School	500 Gresham Road Knoxville, TN 37918	Tina Dyer	865.689.1430
Halls Elementary School	7502 Andersonville Pike Knoxville, TN 37938	Tiffany Barnett	865.922.7445
Halls High School	4321 E. Emory Road Knoxville, TN 37938	Dawn Freeman	865.922.7757
Halls Middle School	4317 E. Emory Road Knoxville, TN 37938	Marsh Day	865.922.7494
Hardin Valley Academy	11345 Hardin Valley Road Knoxville, TN 37932	Ashley Massengill	865.690.9690
Hardin Valley Elementary School	11445 Hardin Valley Road Knoxville, TN 37932	Linda Haar	865.470.2088
Hardin Valley Middle School	2280 Steele Road Knoxville, TN 37932	Pam Clabough	865.539.7827
Holston Middle School	600 Chilhowee Drive Knoxville, TN 37924	Jamel Fletcher	865.594.1300
Inskip Elementary School	4701 High School Road Knoxville, TN 37912	Deborah Cantonwine	865.689.1450

Karns Elementary School	8108 Beaver Ridge Road Knoxville, TN 37931	Wilma Dunaway	865.539.7767
Karns High School	2710 Byington Solway Road Knoxville, TN 37931	Cynthia Cline	865.539.8670
Karns Middle School	2925 Gray Hendrix Road Knoxville, TN 37931	Cheri Trott	865.539.1746
Knoxville Adaptive Education Center	5719 Kingston Pike Knoxville, TN 37919	Jamie Fomby	865.909.9020
Lonsdale Elementary School	1317 Louisiana Avenue Knoxville, TN 37921	Krista Cleveland	865.594.1330
Maynard Elementary School	737 College Street Knoxville, TN 37921	Joey McMillan	865.594.1333
Mill Creek Elementary School	10521 Coward Mill Road Knoxville, TN 37931	Judy Hubbard	865.539.5500
Mooreland Heights Elementary School	5315 Magazine Road Knoxville, TN 37920	Joy Witt	865.579.2105
Mount Olive Elementary School	2507 Maryville Pike Knoxville, TN 37920	Dianna Smithers	865.579.2170
New Hopewell Elementary School	757 Kimberlin Heights Road Knoxville, TN 37920	Lisa Crisp	865.579.2194
Northshore Elementary School	1889 Thunderhead Road Knoxville, TN 37922	Tonya Sunayama	865.670.4104
Northwest Middle School	5301 Pleasant Ridge Road Knoxville, TN 37912	Tamara Kirkpatrick	865.594.1345
Norwood Elementary School	1909 Merchant Drive Knoxville, TN 37912	Victoria Greene	865.689.1460
Pleasant Ridge Elementary School	3013 Walnoaks Road Knoxville, TN 37921	Jemma Torres	865.594.1354
Pond Gap Elementary School	1401 Hollywood Drive Knoxville, TN 37909	Tammy Collins	865.909.9040
Powell Elementary School	1711 Spring Street Knoxville, TN 37849	Danyel Rhode	865.938.2048
Powell High School	2136 W. Emory Road Powell, TN 37849	Shannon Hall	865.938.2171
Powell Middle School	3329 West Emory Road Knoxville, TN 37849	Teresa Shoffner	865.938.9008
Richard Yoakley School	4415 Washington Pike Knoxville, TN 37917	Kim Glass	865.594.3790
Ridgedale Alternative School	4600 Ridgedale Road Knoxville, TN 37921	Laconnah Grant	865.909.9099
Ritta Elementary School	6228 Washington Pike Knoxville, TN 37918	Tonya Lynn	865.689.1496
Rocky Hill Elementary School	1200 Morrell Road Knoxville, TN 37919	Angie Miller	865.538.7844
Sarah Moore Green Magnet Technology Academy	3001 Brooks Road Knoxville, TN 37919	Debbie Nelson	865.594.1328
Sequoyah Elementary School	942 Southgate Road Knoxville, TN 37919	Kathy Bennet	865.594.1360

Shannondale Elementary School	5316 Shannondale Road Knoxville, TN 37918	Linda Clark	865.689.1465
South-Doyle High School	2020 Tipton Station Road Knoxville, TN 37920	Alexis Householder	865.577.4475
South-Doyle Middle School	3900 Decatur Road Knoxville, TN 37920	Lori Roman	865.579.2133
South Knoxville Elementary School	801 Sevier Avenue Knoxville, TN 37920	Jo Brooks	865.579.2100
Spring Hill Elementary School	4711 Mildred Drive Knoxville, TN 37914	Hollie Kattawar	865.594.1365
STEM School	401 Henley St Knoxville Tn. 37902	Kelsie Kropff	865.329.8440
Sterchi Elementary School	900 Oaklett Drive Knoxville, TN 37912	Sara Ault	865.689.1470
Sunnyview Primary School	412 Bagwell Lane Knoxville, TN 37924	Fran Harbin	865.594.1173
Vine Middle Magnet Performing Arts And Science Academy	1807 Martin Luther King, Jr. Ave Knoxville, TN 37915	Nur Hacker	865.594.4465
West Haven Elementary School	3620 Sisk Road Knoxville, TN 37921	Tracy Fuqua	865.594.4467
West High School	3300 Sutherland Avenue Knoxville, TN 37919	April Upton	865.594.4477
West Hills Elementary School	409 Vanosdale Road Knoxville, TN 37909	Kim Rucker	865.539.7850
West Valley Middle School	9118 George Williams Road Knoxville, TN 37922	Heather Graves	865.539.5145
West View Elementary School	1714 Mingle Avenue Knoxville, TN 37921	Candi Boucher	865.594.4471
Whittle Springs Middle School	2700 White Oak Lane Knoxville, TN 37917	Stephanie Day	865.594.4474