

The Procurement Division of Knox County Tennessee will receive sealed bids for the provision of **Commodity Processing** as specified herein. Bids must be received by **2:00 p.m. on March 14, 2019**. Late bids will be neither considered nor returned.

Deliver Bids To:
Bid Number 2786
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, CPPB, Procurement Coordinator, at 865.215.5767. Questions may be faxed to 865.215.5778 or emailed to jay.garrison@knoxcounty.org. Information about the Knox County Procurement Division and current solicitations may be obtained on the Internet at www.knoxcounty.org/procurement.
- 1.2 ACCEPTANCE:** Vendors shall hold their price firm and subject to acceptance by Knox County for a period of 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 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(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. The evaluation criteria are listed herein. Knox County also reserves the right to not award this bid.
- 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. The time clock in the Procurement Division shall become the official record of time. Knox County shall not be responsible for technical difficulties experienced by vendors trying to register less than one (1) hour prior to the bid opening time.

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

- 1.7 BIDS REQUESTED ON BRANDS OR EQUAL:** Unit price bids are requested on products that equal or exceed the quality and performance of the brands and model numbers listed. References to brand names, trade names, model numbers or other descriptions peculiar to specific brand products are made to establish a required level of quality and functional capabilities, and are not intended to exclude other products of that level. Comparable products of other manufacturers will be considered if proof of comparability is contained in their bid. It shall be the responsibility of the bidders, including bidders whose product is referenced; to furnish with their bid such specifications, catalog prices, brochures or other data as will provide an adequate basis for determining the quality and functional capabilities of the product offered. Failure to provide this data may be considered valid justification for rejection of their bid.

- 1.8 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
Fax: 865.215.5778
Email: diane.woods@knoxcounty.org

Lori Holmann, Coordinator of Business Outreach
Telephone: 865.215.5757
Fax: 865.215.5778
Email: lori.holmann@knoxcounty.org

- 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 two (2) exact copies. Bidders must also include the Pricing Sheet in Excel format on a CD/Flash drive.
- 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:** Due to the nature of this solicitation, Knox County's Procurement Division will not accept electronically transmitted bids through the County's online Procurement system. Facsimile 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, register as a vendor in our on-line Procurement system, "Knox Procurement On- Line", if you have not done so and whenever possible to conduct your business with the County through this site. If you have any questions please contact the Procurement Division Representative listed in Section 1.1 of this document.
- 1.15 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 NEW MATERIAL:** Unless specified otherwise in the bid package, the vendor must provide new supplies. New, as used in this clause, means previously unused materials. Material includes, but is not limited to, raw material, parts, components and end products. Remanufactured and refurbished supplies will not be considered for bid.

- 1.18 NON-COLLUSION:** Bidders, by submitting a signed bid, certify that the accompanying bid is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Tennessee or United States law.
- 1.19 PAYMENT METHOD:** Knox County utilizes two (2) methods of placing order for products and/or services. The first is the use of Purchase Orders. These Purchase Orders will be issued from the Knox County Procurement Division via the method selected by the vendor during registration. The Purchase Order will detail the quantity, specific item(s) and the contracted price for each item.
- The second method is the use of the Knox County Credit Card (VISA). Orders placed with the card will list the same information as the Purchase Order. Vendors will be given the card information and approval to process the transaction by the requesting department. Vendors must indicate in their bid response if the vendor will accept Knox County's Credit Card (VISA) as a form of payment. Bidders are prohibited to charge Knox County any type of merchant fee from their financial institution to accept this type of payment.
- 1.20 POSSESSION OF WEAPONS:** All vendors and their employees and their agents are prohibited from possessing any weapons on Knox County property without prior written consent from the County. In the case of a vendor whose Contract requires possession of firearms or other weapons to successfully complete their Contract, vendor must provide personnel who are bonded to bear said weaponry.
- 1.21 PROCESSING TIME FOR PAYMENT:** Vendors are advised that a minimum of thirty (30) days is required to process invoices for payment.
- 1.22 PROOF OF FINANCIAL AND BUSINESS CAPABILITY:** Vendors must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. Knox County will make the final determination as to the vendor's ability.
- 1.23 RECYCLING:** Knox County, in its continuing efforts to lessen the amount of landfill waste and to further recycling efforts, request that bids being submitted on paper shall:
- 1.23.1 Be submitted on recycled paper
 - 1.23.2 Not include pages of unnecessary advertising
 - 1.23.3 Be made on both sides of each sheet of paper
- 1.24 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 **February 28, 2019 @ 4:30 p.m.** local time. These requirements also apply to specifications that are ambiguous.
- 1.25 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.
- 1.26 TAXES:** Knox County purchases are not subject to taxation. Tax exemption certificates will be provided upon request.
- 1.27 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.
- 1.28 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 on-line at our website at 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 sub-contractors 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:** 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 or national origin, 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.
- 2.17 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 any time. In the event of termination by either party, fees due for services satisfactorily performed or goods accepted prior to the termination date shall be paid.
- 2.23 WARRANTY:** Contractor warrants to Knox County that all items delivered and all services rendered shall conform to the specifications, drawings, bid and/or other descriptions furnished and/or incorporated by reference, and will be fit for the particular purpose purchased of merchantable quality, good workmanship, and free from defects. Contractor extends to Knox County all warranties allowed under the U.C.C. Contractor shall provide copies of warranties to the County upon request. Return of merchandise not meeting warranties shall be at Contractor's expense.

SECTION III SPECIAL TERMS AND CONDITIONS

- 3.1 INTENT:** The intent of these specifications is to obtain, direct, and distribute commodities processed from the USDA via a qualified vendor(s) for the purpose and use of 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 AWARD LENGTH:** 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 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.
- 3.5 BID AWARD:** It is the intent of the Knox County to award orders on the basis of price. Orders may not be awarded to the lowest bidder irrespective of quality. 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).
- 3.6 BIDDER OBLIGATION:** Bidder(s) shall become fully acquainted with conditions relating to the scope and restriction attending the execution of the work under this Invitation for Bid. The failure or omission of a bidder to become acquainted with existing conditions shall in no way relieve the bidder of any obligations with respect to this IFB or to the Contract.

- 3.7 BID EVALUATION:** In evaluating the bids, Knox County reserves the right to use any or all of the ideas from the bids submitted without limitation and to accept any part or the entire successful bid in selecting an operation which is judged to be in the best interest of Knox County. All material submitted becomes the property of Knox County and is therefore considered an open document under the Public Records Act.
- 3.8 BID EXPENSES:** Expenses for developing the bids are entirely the responsibility of the bidder and shall not be chargeable in any manner to Knox County.
- 3.9 BUY AMERICAN REQUIREMENT CERTIFICATE:** Knox County Schools Nutrition Department participates in the National School Lunch Program and the School Breakfast Program and is required to use the nonprofit food service funds, to the maximum extent practicable, to buy domestic commodities or products for program meals. A "domestic commodity or product" is defined as one that is either produced in the United States or is processed in the United States substantially using agricultural commodities that are produced in the United States as provided in 7 CFR Part 210.21(d). Exceptions to the Buy American provision are very limited; however, an alternative or exception may be approved upon request. To be considered for the alternative or exception, the request must be completed using the "Buy American Certification Form" and submitted with the bid. If a request for an exception occurs after time of bid and during the contract period, it must be submitted in writing to Brett Foster, Executive Director of School Nutrition at brett.foster@knoxschools.org, a minimum of 5 day(s) in advance of delivery. Failure to complete and sign the Buy American Certification form and include it with the bid response will be considered a non-responsive bid.
- 3.10 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.
- 3.11 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.
- 3.12 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 cost 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.
- 3.13 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.

3.14 COOPERATIVE PURCHASING: Vendors are to indicate whether or not it is permissible for other governments in Tennessee to purchase these items or services at the same price. Freight charges can be adjusted to reflect differences in delivery costs. Indicate any additional delivery charges or minimum orders for purchases by other entities.

3.15 DELIVERY TIME: Vendors must state the number of business days until delivery after receipt of a signed purchase order. Vendors shall state accurate lead times. Knox County reserves the right to cancel orders with no obligation when delivery time is exceeded. Vendors must state number of business days and not a range of days. For example, an unacceptable answer is "30-60 business days." Vendors must be specific and state either "30 business days" or "60 business days." If vendors answer states a range of days, Knox County will base their answer on the maximum number of days provided.

3.16 DESTINATION AND DELIVERY: All items ordered under this Contract shall be delivered to the State of Tennessee's designated regional commodity warehouse. Vendors are to include all destination and delivery charges in their price. **There will be no extra hidden charges.**

3.17 EQUAL EMPLOYMENT OPPORTUNITY: All contracts awarded in excess of \$10,000.00 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 the Department of Labor Regulations 41 CFR, Part 60.

3.18 EVALUATION CRITERIA: The following criteria will be the basis for the award. The price calculation will be based on "fee for service" and "donated food value" in relation to case size.

Price

100 Points

3.19 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.

3.20 HAZARD ANALYSIS CRITICAL CONTROL POINT 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 may render the bid non-responsive.

3.21 INCLEMENT WEATHER: During periods of inclement weather in Knox County, the Procurement Division will enact the following procedures in regards to solicitations and weather delays.

- If the Mayor closes the Administrative offices prior to the time set for solicitation opening of any business day, all solicitations due that same day will be moved to the next operational business day.
- Other weather issues 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 inclement weather.

3.22 INCLUSION: Inclusion of Vendor's bid form or provision of samples when requested does not necessarily constitute an offer to buy.

- 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 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, 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.
- 3.25 MINIMUM REQUIREMENTS TO PARTICIPATE IN THIS SOLICITATION:**
- Minimum 5 years experience supplying similar product/commodities and services to school districts e.g. letters of reference from a similar school system of size and scope
 - Must have a certificate for the “Buy American” regulation for food as required by the USDA
 - Must have a statement adhering to the HACCP standards for food processing as described by the USDA
 - Must have an SEPDS for each item bid
 - Must have a NDS for each item bid
 - Must be a National Commodity Processor as recognized under the USDA guidelines
- Bidders must provide the minimum requirements with their submittal. Failure to provide the minimum requirements may be just cause for the bid to be deemed non-responsive.
- 3.26 NEWS RELEASES BY VENDORS:** As a matter of policy, Knox County does not endorse the services of a contractor. A contractor will not make news releases concerning any resultant contract from this solicitation without the prior written approval of Knox County.
- 3.27 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.
- 3.28 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.
- 3.29 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.
- 3.30 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
- 3.31 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.

Upon date of non-award correspondence, the vendor must notify the Procurement Director, in writing on company letterhead, 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 shall include:

1. The name and address of the protestor.
2. The bid name, bid number, 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, 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.

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 Schools 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 the Knox County Schools at law or equity.

TIME LINE 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 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 5 business days.
- F. If the vendor is still not satisfied, 3 business days are allotted for an appeal to the Senior Director of Finance.
- G. Within 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.

3.32 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.** Prices quoted must be delivered pricing. Vendor must state brand, unit price and extension for each item. Errors may be tossed out and corrections made adjacent thereto, but should be initialed in ink by the person signing the bid. 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 the Knox County Schools Food and Nutrition Department and shall include any necessary credit applications or restrictions with bid.

3.33 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; and (2) the amount of the change requested with written documentation tied to the Producer Price Index to support the requested adjustment. Price increases will only be considered at the renewal period(s). If the price increase is rejected, the vendor may:

- A. Continue with the existing price
- B. Request a lower price increase
- C. Not accept the renewal offer

If a price increase is approved by Knox County the approval notification will be done in writing and the Contractor will be notified of the new price schedule and effective date of increase. This documentation will become part of the bid file. No approvals will be authorized verbally.

3.34 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. Typically, the quantities will be ordered by ¼, ½, ¾, or full truckload of cases for delivery to warehouse.

3.35 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.

3.36 QUESTION DEADLINE: Prospective bidders must submit questions concerning this solicitation by **February 25, 2019 @ 4:30 p.m.** Submit questions as noted in Section 1.1.

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

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

3.38 RECORDS: All vendors are required to keep records for five (5) 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.

- 3.39 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 \$100,000.00 will require compliance with the Clean Air Act issued under Section 306, Executive Order 11738.

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

A Certificate of Restrictions against Lobbying as well as a Debarment/Suspension Certificate must be signed for all Contracts over \$100,000.00.

- 3.40 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.

- 3.41 SAMPLES:** Any non-specified brand of items bid will require samples (enough to test with students and School Nutrition Staff) at no charge to Knox County in order to determine acceptability of the item. Samples must be supplied no later than **February 25, 2019**. Samples not received by the deadline will not be considered or accepted as alternates. **All deliveries of samples must be received no later than 10:00 a.m. on the date delivered.** This is to ensure that a representative of Knox County School Nutrition will be available to receive and properly store the product.

Samples must be delivered to:

Northwest Middle School Testing Kitchen
c/o Cafeteria—Commodity Testing
5301 Pleasant Ridge Road
Knoxville, TN 37912

It is the intent of Knox County to notify bidders by Monday, March 4, 2019 if alternates are acceptable. However, if a delay does occur, bidders will be notified as soon as possible thereafter.

- 3.42 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 Schools be liable to the vendor for compensation for any service which has not been rendered. Upon such termination, the vendor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

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

- A. Knox County Procurement will provide notification of termination for cause in writing. This notice will (1) specify in reasonable detail the nature of the breach; (2) provide the vendor with an opportunity to cure, which must be requested in writing no less than ten (10) days from the date of the Termination Notice, and (3) shall specify the effective date of the termination in the event the vendor fails to correct the breach. The vendor must present Knox County Procurement with a written request detailing the efforts it will take to resolve the problem and the time period for such resolution. This opportunity to "cure" shall not apply to circumstances in which the vendor intentionally withholds its services or otherwise refuses to perform. Knox County will not consider a request to cure Contract performance where there have been repeated problems with respect to identical or similar issues, or if a cure period would cause a delay that would impair the effectiveness of the participating schools operation. In circumstances where an opportunity to cure is not available termination will be effective immediately.

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

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

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

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

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

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

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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 practice 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.

All frozen food is to be delivered hard frozen at zero (0) degrees Fahrenheit or below. Partially thawed goods will be rejected. Distributor will not refreeze partially thawed deliveries. Inspection of both truck and product by Distributor 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 ¾" 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. This does not include label information that is required in producing finished end-products from USDA Commodities.
- 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 Distribution Center and the default provision will be enforced.
- No mixed pallet loads will be accepted at the Distribution Center. Products shipped must be separated by the product codes.

4.2 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 manufacturer 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.

4.3 MANUFACTURER SPECIFICATIONS: No product will be considered for an award, if an approved nutritional analysis sheet and specification sheet does not accompany the bid price. No commodity processed product will be considered if an approved End Product Data Schedule does not accompany the vendor's price.

4.4 MASTER PROCESSING AGREEMENT: Vendors must agree to enter into a Master Processing Agreement with the Tennessee Department of Agriculture if one is not already in place.

4.5 NUTRITIONAL DATA SHEETS: Nutritional Data Sheets (NDS) must be included for all commodity processed items. The schedule must include detailed description of product, portion size, number of portions per unit, raw ingredients, caloric and nutritional value, and all other requirements and facts as mandated by the USDA for the production of consumable food.

NDSs must be included on the CD/Flash Drive. Do not submit paper copies of the NDSs in your response. Failure to supply an NDS for each line item will render the bid non-responsive.

4.6 SUMMARY END PRODUCT DATA SCHEDULES: Summary End Product Data Schedules (SEPDS) must be included for all commodity processed items. The schedule must include detailed description of product, portion size, number of portions per case, raw ingredients with donated food marked by DF, quantity of each ingredient, number of cases per batch, guaranteed yield percentage, pounds of DF per case, value of DF, and total fee for service case of finished product. **SEPDSs must be included on the CD/Flash Drive. Do not submit paper copies of the SEPDSs in your response. Failure to supply an SEPDS for each line item will render the bid non-responsive.**

4.7 USAGE: Approximate usage will be for **35,000** reimbursable lunches and **15,000** reimbursable breakfasts **per day**. Usage will be for **89** schools in the Knox County Schools Food and Nutrition Department. The usage will vary depending on pricing and volume at the time the bid is submitted. Knox County does not guarantee amounts to be ordered under this solicitation. The above information is for informational purposes only and in no way is considered a guarantee of quantities to be ordered.

Note: Bidders need not return pages 1 – 14 with their response.

- 5.1 Vendor Name _____
- 5.2 Knox County Vendor Number _____
- 5.3 Vendor address _____
- City _____ State _____ Zip _____
- 5.4 Telephone number _____ Fax number _____
- E-mail address _____
- 5.5 Contact person _____
- 5.6 By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to Tennessee Code Annotated § 12-12-106.
- Authorizing Signature _____
(Sign in blue ink)
- 5.7 Have you attached a copy of your Knox County Business License, if applicable? ____ Yes ____ No
- 5.8 Have you included the correct number of copies and the Excel Pricing sheet as per Section 1.10?
____ Yes ____ No
- 5.9 Have you met all the minimum requirements as outlined in section 3.25? ____ Yes ____ No
- 5.10 Have you included the completed/signed required bid forms? ____ Yes ____ No
- 5.11 Have you included the End Data Product Schedules for each commodity processed item, including standard yield? ____ Yes ____ No
- 5.12 Have you included the Nutritional Data Sheets for each commodity processed item? ____ Yes ____ No
- 5.13 Have you included the specification sheets for all items if other than brand-named? ____ Yes ____ No
- 5.14 Have you included an approximate delivery timetable to include when the first deliveries could be expected, frequency of deliveries and minimum quantities, if applicable? ____ Yes ____ No
- 5.15 Have you included and signed the Buy American Requirement Certificate? ____ Yes ____ No
- 5.16 Have you included and signed the Debarment Certificate? ____ Yes ____ No
- 5.17 Have you included the signed Certification Regarding Lobbying Form? ____ Yes ____ No
- 5.18 Have you included the signed Criminal History Records Check Affidavit? ____ Yes ____ No
- 5.19 Have you included the HACCP Authorized Statement? ____ Yes ____ No
- 5.20 I acknowledge receipt of: (Please write yes if you received one)
- Addendum 1 _____ Addendum 2 _____ Addendum 3 _____ Addendum 4 _____

VENDOR: _____

5.21 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:

Bidders must submit the pricing sheet both in hard copy as well as Excel format on a CD/Flash Drive. The Pricing sheet is available at www.knoxcounty.org/procurement, selecting the "Solicitations" tab then "Current Solicitations." Bidders may also request the Pricing Sheets in Excel format by e-mailing Jay Garrison, CPPB, Procurement Coordinator, at jay.garrison@knoxcounty.org. Bidders need only submit pricing sheets for commodities they are bidding.

6.1 CHEESE PRODUCTS, MOZZARELLA 110244: Bidders need only submit pricing sheets for commodities they are bidding.

Item	Item and Description	Processed Code	Commercial Equiv Code	Net Case Wt (LB)	Serving Size/Pieces	Servings per Case	M/MA	Grain	Pounds DF/case	Processed Price (FFS)/Cs	Processed Price/Svg	Commerc Price/Cs	Commerc Price/Svg
6.1	Cheese Products, Mozzarella 110244												
6.1.1	Cheese filled breadstick, WG , 2 sticks = 2 M/MA & 2 G per USDA meal pattern requirements, Nardone Bros. 96WBSM or approved equivalent, sample required												
6.1.2	Cheese filled breadstick, 51% WG, bulk , 1 stick= 1 M/MA & 1 G per USDA meal pattern requirements, Wild Mike's 11001, Bosco 2011A, or approved equivalent, sample required												
6.1.3	Cheese filled bread bites, 51% WG , must provide serving size to yield 2 M/MA & 2 G per USDA meal pattern requirements, Wild Mike's 11003 or approved equivalent, sample required												
6.1.4	PIZZA, 4 x 6, 100% Cheese, WG , Minimum 2 M/MA, 2 G per USDA meal pattern requirements. Schwan's 78697, Nardone Bros. 96WW2 or approved equivalent, sample required												
6.1.5	PIZZA, WG Stuffed Crust Cheese , Minimum 2 M/MA, 2 G per USDA meal pattern requirements. Nardone Bros. 72WWSCM2, Schwan's 78649 or approved equivalent, sample required												

Item	Item and Description	Processed Code	Commercial Equiv Code	Net Case Wt (LB)	Serving Size/Pieces	Servings per Case	M/MA	Grain	Pounds DF/case	Processed Price (FFS)/Cs	Processed Price/Svg	Commerc Price/Cs	Commerc Price/Svg
6.1.6	PIZZA, WG Garlic Cheese French bread , Minimum 2 M/MA, 2 G per USDA meal pattern requirements. Schwan's 68724, Nardone Bros. 60WGUM2 or approved equivalent, sample required												
6.1.7	PIZZA, WG Pre-Sliced 8-cut Cheese , Minimum 2 M/MA, 2 G per USDA meal pattern requirements. Wild Mike's 20311, Schwan's 78653 or approved equivalent, sample required												

6.2 CHEESE PRODUCTS, BARREL 110242: Bidders need only submit pricing sheets for commodities they are bidding.

Item	Item and Description	Processed Code	Commercial Equiv Code	Net Case Wt (LB)	Serving Size/Pieces	Servings per Case	M/MA	Grain	Pounds DF/case	Processed Price (FFS)/Cs	Processed Price/Svg	Commerc Price/Cs	Commerc Price/Svg
6.2	Cheese Products, Barrel 110242												
6.2.1	CHEESE, Mozzarella String 1 oz., Land o Lakes 59701 or approved equivalent, sample required												
6.2.2	CHEESE, Light Mozzarella String 1 oz. Land o Lakes 59703 or approved equivalent, sample required												
6.2.3	CHEESE, Co-Jack Stick, Reduced Fat 1 oz. Land o Lakes 44878 or approved equivalent, sample required												
6.2.4	CHEESE, Mild Cheddar Stick 1 oz. Land o Lakes 44879 or approved equivalent, sample required.												
6.2.5	CHEESE, Mild Cheddar Stick Reduced Fat 1 oz. Land o Lakes 44881 or approved equivalent, sample required												
6.2.6	CHEESE, Sauce Pouch, Reduced Fat JTM CP5715 or equivalent, sample required												
6.2.7	CHEESE, Shredded Mozzarella , Land o Lakes 41698 or approved equivalent, sample required												
6.2.8	CHEESE, Shredded Sharp American , Land o Lakes 41725 or approved equivalent, sample required												

SECTION 6.2

PRICING CONTINUED

BID 2786 COMMODITY PROCESSING

VENDOR_____

Item	Item and Description	Processed Code	Commercial Equiv Code	Net Case Wt (LB)	Serving Size/Pieces	Servings per Case	M/MA	Grain	Pounds DF/case	Processed Price (FFS)/Cs	Processed Price/Svg	Commerc Price/Cs	Commerc Price/Svg
6.2.9	CHEESE, Shredded Mild Cheddar , Land o Lakes 41749 or approved equivalent, sample required												
6.2.10	CHEESE, 160 Slice American, White , Land o Lakes 46219 or approved equivalent, sample required												
6.2.11	CHEESE, Reduced Fat 160 Sliced American , Land o Lakes 46253 or approved equivalent, sample required												
6.2.12	CHEESE, 160 Sliced American, Yellow , Land o Lakes 46255 or approved equivalent, sample required												
6.2.13	CHEESE, 160 Sliced Reduced Sodium /Reduced Fat American, Yellow , Land o Lakes 46268 or approved equivalent, sample required												
6.2.14	CHEESE, Reduced Fat Queso Blanco Sauce , 2 oz serving must equal 1 M/MA per USDA meal pattern requirements. JTM 5725 or approved equivalent, sample required.												
6.2.15	CHEESE, Grilled Cheese on WG buttered bread , Must equal 2 M/MA and 2 G per USDA meal pattern requirements, Integrated C13450/134500 or approved equivalent, sample required.												

6.3 CHICKEN PRODUCTS, 100103: Bidders need only submit pricing sheets for commodities they are bidding.

Item	Item and Description	Processed Code	Commercial Equiv Code	Net Case Wt (LB)	Serving Size/Pieces	Servings per Case	M/MA	Grain	Pounds DF/case	Processed Price (FFS)/Cs	Processed Price/Svg	Commerc Price/Cs	Commerc Price/Svg
6.3	Chicken Products, 100103												
6.3.1	CHICKEN, Grilled Patty, Minimum 2 M/MA per USDA meal pattern requirements, CN Label required, Fully Cooked, GoldKist 26624, Tyson 29901-928 or approved equivalent, sample required												
6.3.2	CHICKEN, Grilled Patty, All White Meat, Minimum 2 M/MA per USDA meal pattern requirements, CN Label required, Fully Cooked, GoldKist 7520, Tyson 70322-928 or approved equivalent, sample required												
6.3.3	CHICKEN, WG Breaded Patty, Minimum 2 M/MA per USDA meal pattern requirements, CN Label required, Fully Cooked, GoldKist 662100, Tyson 70304-928 or approved equivalent, sample required												
6.3.4	CHICKEN, WG Breaded Patty, All White Meat, Minimum 2 M/MA per USDA meal pattern requirements, CN Label required, Fully Cooked, GoldKist 7522, Tyson 70302-928 or approved equivalent, sample required												
6.3.5	CHICKEN, WG Breaded Patty, Hot and Spicy , Minimum 2 M/MA per USDA meal pattern requirements, CN Label required, Fully Cooked, GoldKist 666600, Tyson 70314-928 or approved equivalent, sample required												
6.3.6	CHICKEN, WG Breaded Patty, Hot and Spicy, All White Meat, Minimum 2 M/MA per USDA meal pattern requirements, CN Label required, Fully Cooked, GoldKist 7517, Tyson 70312-928 or approved equivalent, sample required												

SECTION 6.3

PRICING CONTINUED

BID 2786 COMMODITY PROCESSING

VENDOR _____

Item	Item and Description	Processed Code	Commercial Equiv Code	Net Case Wt (LB)	Serving Size/Pieces	Servings per Case	M/MA	Grain	Pounds DF/case	Processed Price (FFS)/Cs	Processed Price/Svg	Commerc Price/Cs	Commerc Price/Svg
6.3.7	CHICKEN, WG Breaded Breakfast Patty , Minimum 1 M/MA per USDA meal pattern requirements, CN Label required, Fully Cooked, GoldKist 635300, Tyson 5778-928 or approved equivalent, sample required												
6.3.8	CHICKEN, WG Breaded Breakfast Patty, All White Meat , Minimum 1 M/MA per USDA meal pattern requirements, CN Label required, Fully Cooked, GoldKist 7519, Tyson 70303-928 or approved equivalent, sample required												
6.3.9	CHICKEN, WG Breaded Nugget , must provide serving size to yield 2 M/MA per USDA meal pattern requirements, CN Label required, Fully Cooked, GoldKist 615300, Tyson 70364-928 or approved equivalent, sample required												
6.3.10	CHICKEN, WG Breaded Nugget, All White Meat , must provide serving size to yield 2 M/MA per USDA meal pattern requirements, CN Label required, Fully Cooked, GoldKist 7518, Tyson 70387-928 or approved equivalent, sample required												
6.3.11	CHICKEN, WG Breaded Tender , must provide serving size to yield 2 M/MA per USDA meal pattern requirements, CN Label required, Fully Cooked, GoldKist 625300, Tyson 70334-928 or approved equivalent, sample required												

SECTION 6.3

PRICING CONTINUED

BID 2786 COMMODITY PROCESSING

VENDOR _____

Item	Item and Description	Processed Code	Commercial Equiv Code	Net Case Wt (LB)	Serving Size/Pieces	Servings per Case	M/MA	Grain	Pounds DF/case	Processed Price (FFS)/Cs	Processed Price/Svg	Commerc Price/Cs	Commerc Price/Svg
6.3.12	CHICKEN, WG Breaded Tender, All White Meat , must provide serving size to yield 2 M/MA per USDA meal pattern requirements, CN Label required, Fully Cooked, GoldKist 7572, Tyson 703322-928 or approved equivalent, sample required												
6.3.13	CHICKEN, WG Breaded Tender, Hot & Spicy , must provide serving size to yield 2 M/MA per USDA meal pattern requirements, CN Label required, Fully Cooked, Tyson 70344-928 or approved equivalent, sample required												
6.3.14	CHICKEN, WG Breaded Tender, Hot & Spicy, All White Meat , must provide serving size to yield 2 M/MA per USDA meal pattern requirements, CN Label required, Fully Cooked, GoldKist 7576, Tyson 70342-928 or approved equivalent, sample required												
6.3.15	CHICKEN, Dark Meat Strips , must provide serving size to yield 2 M/MA per USDA meal pattern requirement, CN Label required, CN Label required, GoldKist 1260, Tyson 4621-928 or approved equivalent, sample required												
6.3.16	CHICKEN, Taco Meat , must provide serving size to yield 2 M/MA per USDA meal pattern requirements, CN Label required, Tyson 19957-328 or approved equivalent, sample required												
6.3.17	CHICKEN, WG Breaded Drumstick, Dark Meat , Minimum 2 M/MA per USDA meal pattern requirements, GoldKist 7803, Tyson 666010-928 or approved equivalent, sample required												

SECTION 6.3

PRICING CONTINUED

BID 2786 COMMODITY PROCESSING

VENDOR _____

Item	Item and Description	Processed Code	Commercial Equiv Code	Net Case Wt (LB)	Serving Size/Pieces	Servings per Case	M/MA	Grain	Pounds DF/case	Processed Price (FFS)/Cs	Processed Price/Svg	Commerc Price/Cs	Commerc Price/Svg
6.3.18	CHICKEN, WG Breaded Traditional Bone-in , must provide serving size to yield 2 M/MA per USDA meal pattern requirements, Tyson 666000-928 or approved equivalent, sample required												
6.3.19	CHICKEN, Roasted Wings, All White Meat , must provide serving size to yield 2 M/MA per USDA meal pattern requirements, CN Label required, GoldKist 7805 or approved equivalent, sample required												

6.4 CHICKEN PRODUCTS, 100113: Bidders need only submit pricing sheets for commodities they are bidding.

Item	Item and Description	Processed Code	Commercial Equiv Code	Net Case Wt (LB)	Serving Size/Pieces	Servings per Case	M/MA	Grain	Pounds DF/case	Processed Price (FFS)/Cs	Processed Price/Svg	Commerc Price/Cs	Commerc Price/Svg
6.4	Chicken Products, 100113												
6.4.1	Chicken Teriyaki , whole muscle, fully cooked, boneless skinless chicken leg meat with teriyaki sauce, must provide serving size of meat and sauce to yield 2 M/MA per USDA meal pattern requirements, Yangs 15554-8, Asian Food Solutions 73001 or approved equivalent, sample required												
6.4.2	Chicken Teriyaki, Gluten Free , whole muscle, fully cooked, boneless skinless chicken leg meat with teriyaki sauce, must provide serving size of meat and sauce to yield 2 M/MA per USDA meal pattern requirements, Yangs 15559-3, Asian Food Solutions 73005 or approved equivalent, sample required												
6.4.3	Chicken, Buffalo Hot , whole muscle, fully cooked, boneless skinless leg meat, must provide serving size of meat and sauce to yield 2 M/MA per USDA meal pattern requirements, Yangs 15558-6 or approved equivalent, sample required.												
6.4.4	Thai Sweet Chili , whole muscle, fully cooked, boneless skinless chicken leg meat, must provide serving size of meat and sauce to yield 2 M/MA per USDA meal pattern requirements, Yangs 15550-0, Asian Food Solutions 73004 or approved equivalent, sample required												

SECTION 6.4

PRICING CONTINUED

BID 2786 COMMODITY PROCESSING

VENDOR _____

Item	Item and Description	Processed Code	Commercial Equiv Code	Net Case Wt (LB)	Serving Size/Pieces	Servings per Case	M/MA	Grain	Pounds DF/case	Processed Price (FFS)/Cs	Processed Price/Svg	Commerc Price/Cs	Commerc Price/Svg
6.4.5	Spicy Asian Style Chicken with Sichuan or Spicy Teriyaki Sauce , whole muscle, fully cooked, boneless skinless chicken leg meat, must provide serving size of meat and sauce to yield 2 M/MA per USDA meal pattern requirements, Yangs 15556-2 or approved equivalent, sample required												
6.4.6	New Orleans Chicken with Sweet and Savory Sauce , whole muscle, fully cooked, boneless skinless chicken leg meat, must provide serving size of meat and sauce to yield 2 M/MA per USDA meal pattern requirements, Asian Food Solutions 73002 or approved equivalent, sample required												
6.4.7	Citrus Flavored, Asian Style Chicken with Orange or Tangerine Sauce , whole muscle, fully cooked, boneless skinless chicken leg meat, WG battered with orange or tangerine sauce, must provide serving size of meat and sauce to yield 2 M/MA per USDA meal pattern requirements, Yangs 15552-4, Asian Food Solutions 72001 or approved equivalent, sample required												

6.5 FISH PRODUCTS: Bidders need only submit pricing sheets for commodities they are bidding.

Item	Item and Description	Processed Code	Commercial Equiv Code	Net Case Wt (LB)	Serving Size/Pieces	Servings per Case	M/MA	Grain	Pounds DF/case	Processed Price (FFS)/Cs	Processed Price/Svg	Commerc Price/Cs	Commerc Price/Svg
6.5	Fish Products												
6.5.1	Pollock Portions, rectangular shape , oven ready, whole muscle, whole grain breaded. Must be a minimum of 71% Alaskan Pollock. IQF once. Not chopped or minced fish, one 3.6 oz portion is CN labeled to provide 2 oz Meat/Meat Alternate and 1 Grain per USDA child nutrition meal pattern requirements. Highliner Foods #1089869 or equivalent, sample required												
6.5.2	Pollock Nuggets , whole muscle, breaded. Must be a minimum of 64% Alaskan Pollock. IQF once. Not chopped or minced fish, 4 nuggets are CN labeled to provide 2 oz Meat/Meat Alternate and 1.5 Grain per USDA child nutrition meal pattern requirements. Highliner Foods #1089301 or equivalent, sample required												
6.5.3	Pollock Sticks , oven ready, whole muscle, whole grain breaded. Must be a minimum of 64% Alaskan Pollock. IQF once. Not chopped or minced fish, 4 sticks are CN labeled to provide 2 oz Meat/Meat Alternate and 1.5 Grain per USDA child nutrition meal pattern requirements. Highliner Foods #1089302 or equivalent, sample required												

SECTION 6.5

PRICING CONTINUED

BID 2786 COMMODITY PROCESSING

VENDOR _____

Item	Item and Description	Processed Code	Commercial Equiv Code	Net Case Wt (LB)	Serving Size/Pieces	Servings per Case	M/MA	Grain	Pounds DF/case	Processed Price (FFS)/Cs	Processed Price/Svg	Commerc Price/Cs	Commerc Price/Svg
6.5.4	Pollock Shapes , oven ready, whole muscle, whole grain breaded. Must be a minimum of 68% Alaskan Pollock. IQF once. Not chopped or minced fish, 4 shapes are CN labeled to provide 2 oz Meat/Meat Alternate and 1.75 Grain per USDA child nutrition meal pattern requirements. Highliner Foods #1089865 or equivalent, sample required												

6.6 PEANUT BUTTER PRODUCTS: Bidders need only submit pricing sheets for commodities they are bidding.

Item	Item and Description	Processed Code	Commercial Equiv Code	Net Case Wt (LB)	Serving Size/Pieces	Servings per Case	M/MA	Grain	Pounds DF/case	Processed Price (FFS)/Cs	Processed Price/Svg	Commerc Price/Cs	Commerc Price/Svg
6.6	Peanut Butter Products												
6.6.1	PB & J Sandwich , grape jelly/jam; must= 1 M/MA & 1 G per USDA child nutrition meal pattern requirements, Smuckers 5150006960, Tyson 92123 or equivalent, sample required												
6.6.2	PB & J Sandwich , strawberry jelly/jam; must = 1 M/MA & 1 G per USDA child nutrition meal pattern requirements, Smuckers 5150006961, Tyson 92127 or equivalent, sample required												
6.6.3	Peanut Butter Cup , 1.1 oz must equal 1 M/MA per USDA child nutrition meal pattern requirements, Jif 5150092100, Tyson 90011 or equivalent, sample required.												

6.7 PORK PRODUCTS: Bidders need only submit pricing sheets for commodities they are bidding.

Item	Item and Description	Processed Code	Commercial Equiv Code	Net Case Wt (LB)	Serving Size/Pieces	Servings per Case	M/MA	Grain	Pounds DF/case	Processed Price (FFS)/Cs	Processed Price/Svg	Commerc Price/Cs	Commerc Price/Svg
6.7	Pork Products												
6.7.1	Pulled Smoked Pork , Fully cooked pork, whole muscle, pulled, no extender. Hand pulled from shoulder meat and hams or boston butt. Not chopped or shredded, semi dry with a vinegar marinade. 40# cases. CN labeled to provide 2 oz Meat/Meat Alternate per USDA child nutrition meal pattern requirements. In a light vinegar solution. Brookwood farms #12302, Nicks 23451 or approved equivalent, sample required												
6.7.2	Pulled Smoked Pork, SOY FREE Fully cooked pork, whole muscle, pulled, no extender. Hand pulled from shoulder meat and hams or boston butt. Not chopped or shredded, semi dry with a vinegar marinade. 40# cases. CN labeled to provide 2 oz Meat/Meat Alternate per USDA child nutrition meal pattern requirements. In a light vinegar solution. Nicks 23453 or approved equivalent, sample required												
6.7.3	Pulled Smoked Pork , Fully cooked pork, whole muscle, pulled, no extender. Hand pulled from shoulder meat and hams or boston butt. Not chopped or shredded, Texas Western Sauce. 40# case. Or 2 bundled 20# cases. CN labeled to provide 2 oz Meat/Meat Alternate per USDA child nutrition meal pattern requirements. Brookwood farms #12307, Nick's 23452 or approved equivalent, sample required												

6.8 POTATO PRODUCTS: Bidders need only submit pricing sheets for commodities they are bidding.

Item	Item and Description	Processed Code	Commercial Equiv Code	Net Case Wt (LB)	Serving Size/Pieces	Servings per Case	M/MA	Grain	Pounds DF/case	Processed Price (FFS)/Cs	Processed Price/Svg	Commerc Price/Cs	Commerc Price/Svg
6.8	Potato Products												
6.8.1	POTATO, Whole Baby Bakers, 15 lb case , must provide serving size to equal 1/2 c vegetable per USDA meal pattern requirements. Simplot 10071179000488 or approved equivalent, sample required												
6.8.2	POTATO, Tater Shape, 30 lb case , must provide serving size to equal 1/2 c vegetable per USDA meal pattern requirements. McCain OIF00215A, Simplot 10071179004189 or approved equivalent, sample required												
6.8.3	POTATO, Reduced Sodium Savory Curly Fry , must provide serving size to equal 1/2 c vegetable per USDA meal pattern requirements. McCain 1000004108, Simplot 10071179042860, or approved equivalent, sample required												
6.8.4	POTATO, Crispy Coated Mashed , must provide serving size to equal 1/2 c vegetable per USDA meal pattern requirements. McCain OIF03456 or approved equivalent, sample required												
6.8.5	POTATO, Waffle/Lattice, 27 lb case , must provide serving size to equal 1/2 c vegetable per USDA meal pattern requirements. McCain OIF01037A, Simplot 10071179231172 or approved equivalent, sample required												
6.8.6	POTATO, Krinkle Cut 3/8" Fry, 30 lb case , must provide serving size to equal 1/2 c vegetable per USDA meal pattern requirements. McCain MCF03761, Simplot 10071179259435, or approved equivalent, sample required												

6.9 TURKEY PRODUCTS 100124: Bidders need only submit pricing sheets for commodities they are bidding.

Item	Item and Description	Processed Code	Commercial Equiv Code	Net Case Wt (LB)	Serving Size/Pieces	Servings per Case	M/MA	Grain	Pounds DF/case	Processed Price (FFS)/Cs	Processed Price/Svg	Commerc Price/Cs	Commerc Price/Svg
6.9	Turkey Products, 100124												
6.9.1	TURKEY, Natural Choice, Tender Browned Turkey Breast, Fully Cooked, Deli, must provide serving size to equal 2 M/MA per USDA meal pattern requirements. Jennie-O 846902 or approved equivalent, sample required.												
6.9.2	TURKEY, Breast Slicing log, Pre-Cooked, Deli Style, must provide serving size to equal 2 M/MA per USDA meal pattern requirements Jennie-O 848301 or approved equivalent, sample required												
6.9.3	TURKEY, Turkey Ham, Slicing Log, must provide serving size to equal 2 M/MA per USDA meal pattern requirements. Jennie-o 813030 or approved equivalent, sample required.												
6.9.4	TURKEY, Sliced Combo Pack, (ham, salami, pepperoni) must provide serving size to equal 2 M/MA per USDA meal pattern requirements. Jennie-O 209612 or approved equivalent, sample required.												
6.9.5	TURKEY, Pre-Cooked Breast and Thigh Roast, must provide serving size to equal 2 M/MA per USDA meal pattern requirements. Jennie-O 317004 or approved equivalent, sample required.												
6.9.6	TURKEY, Crumbles Savory, Fully Cooked, must provide serving size to equal 2 M/MA per USDA meal pattern requirements. Jennie-O 640140 or approved equivalent, sample required.												

Item	Item and Description	Processed Code	Commercial Equiv Code	Net Case Wt (LB)	Serving Size/Pieces	Servings per Case	M/MA	Grain	Pounds DF/case	Processed Price (FFS)/Cs	Processed Price/Svg	Commerc Price/Cs	Commerc Price/Svg
6.9.7	TURKEY, Steak must provide serving size to equal 2 M/MA per USDA meal pattern requirements. Jennie-O 230324 or approved equivalent, sample required												
6.9.8	TURKEY, Shredded Thigh must provide serving size to equal 2 M/MA per USDA meal pattern requirements. Jennie-O 220220 or approved equivalent, sample required												
6.9.9	TURKEY, Breast, Oven Roasted, Sliced , must provide serving size to equal 2 M/MA per USDA meal pattern requirements. Jennie-O 209918 or approved equivalent, sample required												
6.9.10	TURKEY, Turkey Ham, Sliced , must provide serving size to equal 2 M/MA per USDA meal pattern requirements. Jennie-O 2565 or approved equivalent, sample required												
6.9.11	TURKEY, Frank Reduced Sodium , 1 frank to equal 2 M/MA per USDA meal pattern requirements. Jennie-O 612620 or approved equivalent, sample required												
6.9.12	TURKEY, Breast, Smoked, Sliced , must provide serving size to equal 2 M/MA per USDA meal pattern requirements. Jennie-O 231918 or approved equivalent, sample required.												
6.9.13	TURKEY, Turkey Ham, Diced 1/2" , must provide serving size to equal 2 M/MA per USDA meal pattern requirements. Jennie-O 6409 or approved equivalent, sample required.												
6.9.14	TURKEY, Breast, Diced 1/2" , must provide serving size to equal 2 M/MA per USDA meal pattern requirements. Jennie-o 6423 or approved equivalent, sample required.												

6.10 TURKEY PRODUCTS 100883: Bidders need only submit pricing sheets for commodities they are bidding.

Item	Item and Description	Processed Code	Commercial Equiv Code	Net Case Wt (LB)	Serving Size/Pieces	Servings per Case	M/MA	Grain	Pounds DF/case	Processed Price (FFS)/Cs	Processed Price/Svg	Commerc Price/Cs	Commerc Price/Svg
6.10	Turkey Products, 100883												
6.10.1	TURKEY, Pot Roast, Slow Roasted , must provide serving size to equal 2 M/MA per USDA meal pattern requirements. Jennie-O 215634 or approved equivalent, sample required												

Certification Regarding “Buy American” Requirements

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

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

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

Requested Waiver Items

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

*use additional pages if needed

I/We certify that all food items on this bid have at least ____% (please insert percentage amount) U.S. content and were processed in the U.S., except for those listed above.

Date: _____

Vendor Name: _____

Authorized Signature: _____

**Certification Regarding Debarment, Suspension
And Voluntary Exclusion
Lower-Tier Covered Transactions**

- (1) The prospective lower tier participant certifies, by submission of this bid, 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.
- (2) Whereby 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 bid.

Vendor Name

Bid Number

Name (s) and title(s) of Authorized Representative(s)

Signature

Date

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

AFFIDAVIT OF COMPLIANCE

WITH

TENNESSEE CRIMINAL HISTORY RECORDS CHECK

TENNESSEE CODE ANNOTATED, § 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: _____