

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

**Deliver Bids To:**

**Bid Number 2789  
Knox County Procurement Division  
Suite 100  
1000 North Central Street  
Knoxville, Tennessee 37917**

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

**SECTION I GENERAL TERMS AND CONDITIONS**

- 1.1 ADDITIONAL INFORMATION:** Knox County wants requests for additional information routed to Heather Whitehead, Senior Buyer, at 865.215.5751. Questions may be faxed to 865.215.5778 or emailed to [heather.whitehead@knoxcounty.org](mailto:heather.whitehead@knoxcounty.org). Information about the Knox County Procurement Division and current solicitations may be obtained on the Internet at [www.knoxcounty.org/procurement](http://www.knoxcounty.org/procurement).
- 1.2 ACCEPTANCE:** Vendors shall hold their price firm and subject to acceptance by Knox County for a period of 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 who 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. 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 or submit their bid electronically 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 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 the bid.

It shall be the responsibility of the bidders, including bidders whose product is referenced, to furnish with the bid such specifications, catalog pages, brochures or other data as will provide an adequate basis for determining the quality and functional capabilities of the product offered. Failure to provide this data may be considered valid justification for rejection of 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 businesses. Knox County welcomes submittals from those disadvantaged businesses that have an interest in providing goods and/or services listed herein. In addition, Knox County strongly encourages the inclusion of disadvantaged businesses by non-disadvantaged Contractors who may wish to partner or subcontract portions of this agreement in order to accomplish the successful delivery of goods and/or services.

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

Diane Woods, CPPB  
Administrator of Business Outreach  
Knox County Procurement Division  
Telephone: 865.215.5760  
Email: [diane.woods@knoxcounty.org](mailto:diane.woods@knoxcounty.org)

Lori Holmann  
Coordinator of Business Outreach  
Knox County Procurement Division  
Telephone: 865.215.5757  
Email: [lori.holmann@knoxcounty.org](mailto: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 one (1) exact copy. No copies are required 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 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 Purchasing On-Line." The system provides our clients (vendors, county departments and the citizens of Knox County) with a more enhanced and end-user friendly means of accessing our services. The system allows for on-line vendor registration and maintenance, electronic receipt of purchase orders, on-line retrieval and submittal of quotes, bids and proposals for our vendor-clients and on-line requisitioning and receiving for our county departments. In order for the County to maximize its investment and minimize the cost associated with office operations we need your help. When doing business with Knox County we are urging you to please go to our website at [www.knoxcounty.org/procurement](http://www.knoxcounty.org/procurement), register as a vendor in our on-line Procurement system, "Knox Purchasing 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 the 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 Contractor must provide new supplies. New, as used in this clause, means previously unused materials. Material includes but is not limited to, utensils and packaging. Contractor submission of other than new materials may be cause for the rejection of their bid. For the purpose of this bid, used equipment will not be considered.
- 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 will utilize Purchase Orders. These Purchase Orders will be issued from the Knox County Procurement Division via email. The Purchase Order may detail the quantity, specific item(s) and the contracted price for each item or a blanket Purchase Order may be issued off which departments may place individual orders as needed. The issuance of a blanket Purchase Order does not guarantee that the full amount will be utilized. Knox County and Knox County Schools are prohibited from utilizing a credit card for food orders.
- 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 **March 1, 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. 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.
- 1.26 TAXES:** Knox County purchases are not subject to taxation. Tax exemption certificates will be provided upon request.
- 1.27 TERM BID AGREEMENTS:** If this bid results in a term bid Contract with the vendor, Knox County must receive all general price decreases that other similar customers receive.
- 1.28 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.

- 1.29 **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.
- 1.30 **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.
- 1.31 **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](http://www.knoxcounty.org/procurement) and click on "On-line Vendor Registration." Vendors must be registered with the Procurement Division **prior** to submitting their bid. If you have questions regarding the status of your organization's registration, please contact the Procurement Division representative noted in Section 1.1.
- 1.32 **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 Bids, 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 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.
- 2.14 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.
- 2.15 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.
- 2.16 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) Line Item, (2) Invitation for Bid, (3) Bid, (4) Award, (5) Special Terms and Conditions, (6) General Terms and Conditions, (7) Specifications, (8) Drawings.

- 2.17 **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.
- 2.18 **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.
- 2.19 **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.
- 2.20 **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.
- 2.21 **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.

### SECTION III SPECIAL TERMS AND CONDITIONS

- 3.1 **INTENT:** The intent of these specifications is to set forth and convey to prospective bidders the general type, character and quality of Quick Service Meals as desired by Knox County and Knox County Schools. Knox County and Knox County Schools seek foodservice partners to provide a variety of food options to meet its needs and demands. Award will be based on Best Value. Best Value means more than low cost. It includes the initial cost, service quality and other factors detailed herein.
- 3.2 **ACCEPTANCE:** Bidders are advised that the payment of an invoice does not necessarily constitute as an acceptance of services that are provided. Acceptance may require a specific written action by Knox County so stating.
- 3.3 **ACCOUNT SET-UP:** The successful Vendor(s) will be required to set up separate accounts for each site/branch and any other departments that may use this Term Contract. Upon award of the Contract, a list of all departments with the associated agency can be provided to the successful Vendor(s). The successful Contractor(s) will be required to invoice, as well as post payment, to the proper agency.

Invoicing and account information for the Knox County Criminal Court Clerk is as follows:

- 3.3.1 Knox County Criminal Court Clerk  
400 Main Street #149  
Knoxville, TN 37902  
[amy.deering@knoxcounty.org](mailto:amy.deering@knoxcounty.org)

Invoicing and account information for Knox County Schools is as follows:

- 3.3.2 Knox County Schools  
Post Office Box 2188  
Knoxville, TN 37902-1805  
[invoices@knoxschools.org](mailto:invoices@knoxschools.org)

- 3.4 **ADDITIONS/DELETIONS OF GOODS/SERVICES:** Knox County reserves the right to add goods and/or services to this term bid or delete goods and/or services that Knox County deems necessary. Any additions/deletions must be approved in writing by Knox County Procurement prior to any changes in service.
- 3.5 **AWARD LENGTH:** Knox County intends to issue this Contract for one (1) year with the option to renew upon mutual consent of both parties. The term agreement may be renewed for four (4) one-year periods, one (1) year at a time, for a total of five (5) years.

Knox County reserves the right to purchase these services/goods from other sources if the need arises. Knox County reserves the right to revoke the award if a pattern of unavailability arises with the vendor.

- 3.6 BACKGROUND CHECKS:** A Knox County Sheriff's Office background check may be a requirement for all employees of the vendor's staff providing services to Knox County. Certain felony convictions will prohibit individuals from servicing this department. The successful Contractor will be required to submit a list of all employees that will be servicing the Knox County account. This list must be kept current and include the full name, current address, social security number, valid driver's license number and phone number of each employee. All associated costs for the background checks will be the responsibility of Knox County. Personal information will be kept confidential.
- 3.7 BIDDER OBLIGATION:** Each bidder shall become fully acquainted with conditions relating to the scope and restrictions attending the execution of the work under this IFB. The failure or omission of a bidder to become acquainted with existing conditions shall no way relieve the bidder of any obligations with respect to this IFB or to the Contract.
- 3.8 CHANGES AFTER AWARD:** It is possible that after award Knox County may change its needs or requirements. Knox County reserves the right to make such changes after consultation with the Contractor(s). Should additional costs arise, Knox County reserves the right to consider accepting these charges provided the Contractor(s) can document the increased costs. Knox County also reserves the right to accept proposed service changes from the Contractor(s) if they will lower the cost to Knox County and/or provide improved service.
- 3.9 COMMUNICATIONS:** The successful execution of this Contract will require extensive communication between all parties involved. While information may be transmitted via telephone, it should always be followed up with an email. It is essential that the Contractor have email capabilities. The Contractor will be required to submit a list of individuals, along with direct phone number, cell phone number, fax numbers and email addresses to the agency contracts. These individuals must be familiar with the Knox County Contract and have the authority to make adjustments as requested by Knox County.
- 3.10 COMPLIANCE WITH ALL APPLICABLE REGULATIONS:** Vendor agrees and covenants the company, its agents and employees will comply with all City, County, State and Federal codes, laws, rules and regulations applicable to the business to be conducted under this Contract. If the Vendor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, the Vendor shall bear all costs arising from them.
- 3.11 CONTACT PERSONNEL:** It shall be essential to the success of this Contract to develop a good working relationship with the Contractor(s). It is imperative that the Knox County account be handled efficiently and professionally. Knox County should be assigned no more than two (2) Contractor contacts to handle billing inquiries and service related issues. In the event one (1) or both contacts leave the Knox County account, the Contractor shall formally introduce the new contacts to County personnel. These contacts must be knowledgeable of the County's account to avoid any interruption of service.
- 3.12 CONTRACTOR'S RESPONSIBILITIES:** At their own expense, the Contractor(s) shall:
- 3.12.1** Provide qualified supervision;
  - 3.12.2** Provide qualified workers;
  - 3.12.3** Perform work without unnecessarily interfering with Knox County activities or other Contractor(s).
- 3.13 CONTRACT EXECUTION:** The award of this bid may result in a Contract between Knox County and the successful vendor(s). The Knox County Procurement Division will draft this Contract and no vendor forms (e.g.: Terms and Conditions, Service Agreements, or other standard Company forms, etc.) will be accepted as Contract attachments. The submission of such forms may cause the disqualification of the vendor's bid.
- 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:** Failure of a vendor to deliver within the time specified, or within reasonable time as interpreted by Knox County, or failure to make replacements of rejected items when so requested, immediately or as directed by the participating agency's Administrators, shall constitute authority for the participating agency to purchase from the open market items of comparable grade to replace the items rejected or not delivered. On all such purchases the Vendor shall reimburse Knox County, within a reasonable time specified by the agency, for any expense incurred in excess of the contract price.
- 3.16 DESTINATION AND DELIVERY:** Bidders must include all destination and delivery charges in their prices. **There will be no extra hidden charges.** Delivery must be "free on board" to the County department.
- 3.17 DISCONTINUED ITEMS:** Vendors must notify the Knox County Procurement Division of any discontinued items, item number changes, or changes in package size throughout the term of the bid. Successful vendor(s) must submit updates notifying the Procurement Division of item number changes. Vendor must notify the Knox County Procurement Division of any anticipated shortages. Failure to not immediately notify the Procurement Division may be just cause for termination.
- 3.18 EVALUATION CRITERIA:** This bid will be evaluated using the following criteria:
- |                           |            |
|---------------------------|------------|
| Percent Discount off Menu | 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 bidder. This information may be appended to the bid evaluation process results. Information on a service provider from reliable sources, and not within the service provider's bid, may also be noted and made part of the evaluation file. Knox County shall have sole responsibility for determining a reliable source. Knox County reserves the right to conduct written and/or oral discussions/interviews after the bid opening. The purpose of such discussions/interviews is to provide clarification and/or additional information to make an award that is in the best interest of Knox County.
- 3.20 GRATUITIES AND KICKBACKS:** It shall be a breach of ethical standards for any person or company to offer, give, or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim, or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therefore. It shall be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order.
- Breach of the provisions of this paragraph is, in addition to a breach of this Contract, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under Knox County contracts.
- 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 the 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 INSURANCE:** The successful Vendor(s) may be required carry the insurance as indicated on the Insurance Checklist Attachment hereto. As proof of the Vendor's willingness to obtain and maintain the insurance, the Vendor must complete, sign and have its insurance agent sign the attachment and submit it with the proposal.



Upon the Notification of Intent to Award, the successful vendor may be required to submit a Certificate of Insurance (COI) including any corresponding endorsement page(s) with the specified coverage and listing Knox County as an additional insured. It shall be the successful vendor's responsibility to keep a current COI and endorsement page(s) on file with Knox County Procurement for as long as the contract is in effect.

- 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 via email and will be answered in the form of an addendum to the solicitation by the Knox County Procurement Division, if applicable.
- 3.24 INVOICE DETAIL:** Knox County is requesting invoices to show the following detail to help expedite review and payment. The Contractor(s) may be required to modify invoicing procedures to show the detail. All potential Contractors are hereby cautioned that Knox County will only pay from original invoices and not facsimiles or copies. Invoices which do not adhere to these details may be returned to the Contractor for correction.
- 3.24.1** The invoice must show the amount due to the Contractor by Knox County.
- 3.24.2** The invoice must show an itemized detailed service/material count, including: type of service(s)/items(s), quantity by type(s) of service(s)/item(s), the associated unit price for the service(s)/item(s), site location (address to be included), the date of the order and the Contract number, as applicable.
- 3.24.3** A copy of the signed service ticket for each service visit listed on the invoice will be included.
- 3.24.4** Invoices are to be original and uniquely pre-numbered.
- 3.24.5** Invoices which do not show this information are subject to rejection.
- 3.25 INVOICE REVIEW:** Knox County shall review all invoices for adherence to the terms and conditions of the Contract. Variations from the Contract and Contract pricing are strictly prohibited. Any variations found on the invoice will result in the rejection of that invoice. Rejected invoices will be returned to the Contractor for correction. If a discount for prompt payment is offered, the timeline does not commence until Knox County receives the invoice.
- 3.26 INVOICING PROCEDURES:** Knox County requests that invoices be easy to read and understand. Invoices are to be original and uniquely pre-numbered. Each participating agency to this Contract may require different invoicing information and procedures. This information and procedures shall be provided to the successful Contractor(s) prior to Contract execution. There shall be no additional charges for this information and procedures to be included.
- Invoices shall be sent to the "Billing" address printed on the Purchase Order. Each department or division of Knox County is responsible for its own budget. Departments cannot charge or pay bills for another department. Therefore, it is critical that your business invoices specify the department that desired to purchase from you. Do not credit payments to any other department's account. Invoices must be submitted in triplicate and must match the corresponding Purchase Order number. There shall be no component billing.
- 3.27 MOST FAVORABLE PRICING:** Contractor agrees to guarantee that Knox County will receive the lowest price offered by your company for similar services and products. If at any time during the Contract period your company offers a lower price to another customer and prior notification of said price reduction is not properly communicated to Knox County, upon discovery Knox County reserves the right to take any or all of the following actions:
- 3.27.1** Cancel the Contract, if it is currently in effect;
- 3.27.2** Determine the amount that the participating agency was overcharged, and submit a request for payment from the Contractor for that amount.
- 3.28 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.
- 3.29 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 Bids, is strictly prohibited. Any such unauthorized contact may cause the disqualification of the bidder from this procurement transaction.

- 3.30 OFFER WITHDRAWAL:** No bid can be withdrawn after it is filed unless the bidder 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 PRICING:** The Contractor(s) warrants that the percentage discount stated for all items shall remain firm for a period of twelve (12) months from the first day of the Contract period. If the Contractor's percentage discount is modified after the initial year, Knox County must be given a written notice to consider.
- Such a request shall include as a minimum, (1) the cause for the adjustment; (2) the amount of the change requested with documentation to support the requested adjustment. Modifications that result in price increases will only be considered at the renewal period(s). If the modification is rejected the vendor may:
- 3.31.1** Continue with the existing percentage discount;  
**3.31.2** Request a differed percentage discount modification;  
**3.31.3** Not accept the renewal offer.
- Contractor(s) must submit proof of price increases that warrant a discount modification. If a percentage discount modification is approved by Knox County Procurement and the requesting department the approval notification will be done in writing and the Contractor(s) will be notified of the new price schedule and the effective date of the increase. This documentation will become part of the bid file. No approvals will be authorized verbally.
- 3.32 PUBLIC RECORDS ACT:** Knox County is subject to the Tennessee Public Records Act 10-7-503 et seq. Bidders are cautioned that all documents submitted on behalf of this Invitation for Bids shall be open to the public for viewing and inspection and Knox County will comply with all legitimate requests.
- 3.33 QUANTITIES:** Knox County does not guarantee any quantities will be ordered under this solicitation.
- 3.34 QUOTES:** If awarded a contract, Contractor will be required to submit quotes referencing Invitation for Bid #2789 prior to any order being placed. Quotes shall state the list price and percent discount for each line item, as well as final cost to Knox County. Quotes that deviate from the terms and conditions or pricing submitted by the vendor will be rejected. If online ordering is utilized, accounts must be set up to apply discount.
- 3.35 RECORDS:** Contractor(s) will maintain records of services provided to Knox County and make them available upon request by any of the respective participating agencies. The successful Contractor(s) shall only disclose the records of the requesting agency and not disclose other agency information.
- 3.36 REJECTION OF BIDS:** Knox County reserves the right to reject any and all bids received as a 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 proposed.
- 3.37 REWARDS PROGRAMS:** Transactions for Knox County and Knox County Schools are ineligible for Vendor's rewards program(s).
- 3.38 SAFETY TRAINING:** The Contractor is responsible for training their employees in safety and health regulations for the job, assuring compliance with the Occupational Safety and Health Act (OSHA), the Environmental Protection Agency (EPA) and any other Regulatory Agency. Vendors, by submission of their bid, also affirm that their employees working under this Contract have been properly trained in the safe operation of all equipment to be used under this Contract.
- 3.39 SUBMIT QUESTIONS:** Prospective bidders may submit questions concerning this solicitation until **March 1, 2019** at **4:30 p.m.** local time. Submit questions as noted in Section 1.1.
- 3.40 SUBSTITUTIONS:** Any substitutions must be approved by Knox County or their designee prior to delivery. Delivery of a substituted item without prior notification is at the Contractor's risk and refusal to accept the substituted item will be at the Contractor's expense.

- 3.41 VOLUME DISCOUNT:** Vendors may submit volume discount information with their bid, if applicable. However, points the evaluation of price will only be calculated based on the general discount percentage.

## **SECTION IV SCOPE OF WORK**

### **4.1 FOOD PREPERATION FOR CARRY-OUT FROM VENDOR'S LOCATION**

- 4.1.1** Carry-out location(s) must be within Knox County. Vendor must identify each available retail location and the hours of operation.
- 4.1.2** Vendor is to prepare food at an agreed upon quoted price for an agreed upon pick-up time. Knox County reserves the right to cancel orders in instances in which the agreed upon pick-up time is exceeded by more than fifteen (15) minutes with no obligation from Knox County or Knox County Schools.
- 4.1.3** Vendor must submit a comprehensive menu and provide a percentage off menu price. Vendor may provide multiple menus if they are available. Any additional charges, including charges for utensils, condiments and gratuity, must be clearly noted. No hidden fees/charges will be paid. The percentage off menu price may be anything from 0% up.

### **4.2 FOOD PREPERATION FOR DELIVERY TO SPECIFIED LOCATION**

- 4.2.1** Both Vendor's location(s) and delivery location must be within Knox County. Vendor must identify each available retail location and hours of operation. For each location, vendor must identify any delivery area restrictions, such as a mileage radius or eligible zip codes.
- 4.2.2** Vendor is to prepare food at an agreed upon quoted price for an agreed upon delivery time for a location identified by the Knox County designee. Knox County anticipates frequent occasions on which orders will be placed around 10 a.m. for a delivery time between 12:00-12:30 p.m. to the City County Building located at 400 Main Street, Knoxville, TN 37901. Vendor is to state whether or not they can accommodate this turnaround for delivery orders. If unable to accommodate, vendor may still bid on this schedule.
- 4.2.3** Vendor will deliver prepared food to location in a timely manner. If requested, vendor will set up prepared food in an area designated by Knox County. Knox County reserves the right to cancel orders in instances in which the agreed upon delivery time is exceeded by more than fifteen (15) minutes with no obligation from Knox County or Knox County Schools.
- 4.2.5** Vendor must provide a percentage off menu price and identify any charges for delivery/set-up. Vendor may provide multiple menus if they are available. Any additional charges, including charges for utensils, condiments and gratuity, must be clearly noted. No hidden fees/charges will be paid. The percentage off menu price may be anything from 0% up.

**Note: Bidders need not return pages 1 – 11 with their response.**

**SECTION V VENDOR INFORMATION AND PRICING FOR INVITATION FOR BID 2789**

***Bidders are welcome to attach additional documentation to fully address any required responses. Please clearly reference any attachments to the appropriate subsection.***

**5.1** Vendor: \_\_\_\_\_

**5.2** Vendor number as assigned by Knox County: \_\_\_\_\_

**5.3** Street Address: \_\_\_\_\_  
City State Zip

**5.4** Contact Person: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

**5.5** Vendor's email address: \_\_\_\_\_

**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 Original in Blue Ink*

**5.7** Vendor's Knox County Business License Number (if applicable): \_\_\_\_\_  
*Attach a Copy of the License*

**5.8** I acknowledge the receipt of: (please write "yes" if you received one)

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

**5.9** Do you accept the terms and conditions of the bid? Yes No Yes, with exception  
If you do not fully accept the terms and conditions, please note the exceptions below:

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

**5.10** Is your company in full compliance with Section 2.20, Tax Compliance? \_\_\_\_\_ Yes \_\_\_\_\_ No

**5.11** Will your company allow Cooperative Purchasing per Section 3.14? \_\_\_\_\_ Yes \_\_\_\_\_ No

**5.12** Have you included a hard copy of each available menu? \_\_\_\_\_ Yes \_\_\_\_\_ No

**5.13** Have you completed and attached Attachment A (Pricing)? \_\_\_\_\_ Yes \_\_\_\_\_ No

**5.14** Have you completed and attached Attachment B (Insurance Checklist)? \_\_\_\_\_ Yes \_\_\_\_\_ No

**5.15** Have you completed and attached Attachment C (Criminal History Affidavit)? \_\_\_\_\_ Yes \_\_\_\_\_ No

**5.16** Did you attach your menu(s)? \_\_\_\_\_ Yes \_\_\_\_\_ No

**ATTACHMENT A  
KNOX COUNTY PROCUREMENT DIVISION  
PRICING  
INVITATION FOR BID NUMBER 2789**

Vendor Name: \_\_\_\_\_

**Location A**

Address: \_\_\_\_\_ Hours of Operation: \_\_\_\_\_

Available Menus (check any that apply):

<input type="checkbox"/> Breakfast	Percentage Discount: _____%
<input type="checkbox"/> Lunch	Percentage Discount: _____%
<input type="checkbox"/> Dinner	Percentage Discount: _____%
<input type="checkbox"/> Other _____	Percentage Discount: _____%
<input type="checkbox"/> Other _____	Percentage Discount: _____%

Is carry-out available? \_\_\_\_ Yes \_\_\_\_ No

If so, please note the minimum number of hours required for a pickup order: \_\_\_\_\_ hour(s)

Is delivery available? \_\_\_\_ Yes \_\_\_\_ No

Can you deliver orders placed by 10 a.m. by 12:30 p.m. to the City County Building? \_\_\_\_ Yes \_\_\_\_ No

Please note the general minimum number of hours required for a delivery order: \_\_\_\_\_ hour(s)

Delivery fee: \$ \_\_\_\_\_

Gratuity percentage: \$ \_\_\_\_\_

Please note any restrictions on delivery availability: \_\_\_\_\_

Please note any additional charges: \_\_\_\_\_

Please detail any available volume discounts (if applicable): \_\_\_\_\_

Notes: \_\_\_\_\_

**Location B (if applicable):**

Address: \_\_\_\_\_ Hours of Operation: \_\_\_\_\_

Available Menus (check any that apply):

<input type="checkbox"/> Breakfast	Percentage Discount: _____%
<input type="checkbox"/> Lunch	Percentage Discount: _____%
<input type="checkbox"/> Dinner	Percentage Discount: _____%
<input type="checkbox"/> Other _____	Percentage Discount: _____%
<input type="checkbox"/> Other _____	Percentage Discount: _____%

Is carry-out available? \_\_\_\_ Yes \_\_\_\_ No

If so, please note the minimum number of hours required for a pickup order: \_\_\_\_\_ hour(s)

Is delivery available? \_\_\_\_ Yes \_\_\_\_ No

Can you deliver orders placed by 10 a.m. by 12:30 p.m. to the City County Building? \_\_\_\_ Yes \_\_\_\_ No

Please note the general minimum number of hours required for a delivery order: \_\_\_\_\_ hour(s)

Delivery fee: \$ \_\_\_\_\_

Gratuity percentage: \$ \_\_\_\_\_

Please note any restrictions on delivery availability: \_\_\_\_\_

Please note any additional charges: \_\_\_\_\_

Please detail any available volume discounts (if applicable): \_\_\_\_\_

Notes: \_\_\_\_\_

**ATTACHMENT B**  
**KNOX COUNTY PROCUREMENT DIVISION**  
**INSURANCE CHECKLIST**  
**INVITATION FOR BID NUMBER 2789**

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

REQUIRED:	NUMBER	TYPE OF COVERAGE	COVERAGE LIMITS																																												
YES	1.	WORKERS COMPENSATION	STATUTORY LIMITS OF TENNESSEE																																												
YES	2.	EMPLOYERS LIABILITY	\$100,000 PER ACCIDENT \$100,000 PER DISEASE \$500,000 DISEASE POLICY LIMIT																																												
YES	3.	AUTOMOBILE LIABILITY <table border="1" style="margin-left: 20px;"> <tr> <td style="width: 50px; text-align: center;">X</td> <td style="width: 150px;">ANY AUTO-SYMBOL (1)</td> <td style="width: 50px;"></td> </tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> </table>	X	ANY AUTO-SYMBOL (1)														<table border="1" style="width: 100%;"> <tr> <td>COMBINE SINGLE LIMIT (Per-Accident)</td> <td>\$1,000,000</td> </tr> <tr> <td>BODY INJURY (Per-Person)</td> <td> </td> </tr> <tr> <td>BODY INJURY (Per-Accident)</td> <td> </td> </tr> <tr> <td>PROPERTY DAMAGE (Per-Accident)</td> <td> </td> </tr> </table>	COMBINE SINGLE LIMIT (Per-Accident)	\$1,000,000	BODY INJURY (Per-Person)		BODY INJURY (Per-Accident)		PROPERTY DAMAGE (Per-Accident)																						
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YES	4.	COMMERCIAL GENERAL LIABILITY <table border="1" style="margin-left: 20px;"> <tr> <td style="width: 100px;"></td> <td style="width: 100px;">CLAIM MADE</td> <td style="width: 50px; text-align: center;">X</td> <td style="width: 50px; text-align: center;">OCC</td> <td style="width: 100px;"></td> <td style="width: 100px;"></td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td colspan="4">GEN'L AGGREGATE LIMITS APPLIES PER</td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td>POLICY</td> <td>X</td> <td>PROJECT</td> <td> </td> <td>LO</td> </tr> </table>		CLAIM MADE	X	OCC															GEN'L AGGREGATE LIMITS APPLIES PER							POLICY	X	PROJECT		LO	<table border="1" style="width: 100%;"> <tr> <td> </td> <td>LIMITS</td> </tr> <tr> <td>EACH OCCURRENCE</td> <td>\$ 1,000,000</td> </tr> <tr> <td>FIRE LEGAL LIABILITY</td> <td>\$ 100,000</td> </tr> <tr> <td>MED EXP (Per person)</td> <td>\$ 5,000</td> </tr> <tr> <td>PERSONAL &amp; ADV INJURY</td> <td>\$ 1,000,000</td> </tr> <tr> <td>GENERAL AGGREGATE</td> <td>\$ 2,000,000</td> </tr> <tr> <td>PRODUCTS-COMPLETED OPERATIONS/AGGREGATE</td> <td>\$ 2,000,000</td> </tr> </table>		LIMITS	EACH OCCURRENCE	\$ 1,000,000	FIRE LEGAL LIABILITY	\$ 100,000	MED EXP (Per person)	\$ 5,000	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 2,000,000	PRODUCTS-COMPLETED OPERATIONS/AGGREGATE	\$ 2,000,000
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PRODUCTS-COMPLETED OPERATIONS/AGGREGATE	\$ 2,000,000																																														
NO	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																																												
NO	7.	CONTRACTUAL LIABILITY (MUST BE SHOWN ON CERTIFICATE)	\$1,000,000 CSL BI/PD EACH OCCURRENCE \$1,000,000 ANNUAL AGGREGATE																																												
NO	8.	XCU COVERAGE	NOT TO BE EXCLUDED																																												
YES	9.	UMBRELLA LIABILITY COVERAGE	\$1,000,000																																												
NO	10.	PROFESSIONAL LIABILITY																																													
NO		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. Notice of cancellation, non-renewable or material changes in coverage shall be provided to County at least 30 days prior to action. The words "Endeavor To" and "But Failure To" (to end of sentence) are to be eliminated from the notice of cancellation provision on standard accord certificates.

22. The County shall be named as an additional insured on all policies except Workers' Compensation and Auto. Endorsement Page(s) shall be submitted with each COI for the duration of the Contract term.

23. Certificate of Insurance shall show the bid number and title.

24. Other insurance required \_\_\_\_\_.

Insurance Agent's Statement and certification: I have reviewed the above requirements with the bidder named below and have advised the bidder of required coverage.

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

Proposer's Statement and Certification: If awarded the Contract, I will comply with the Contract insurance requirements.

Proposer's Name: \_\_\_\_\_ Authorizing Signature: \_\_\_\_\_

**ATTACHMENT D  
KNOX COUNTY PROCUREMENT DIVISION  
AFFIDAVIT OF COMPLIANCE WITH TENNESSEE CRIMINAL HISTORY RECORDS CHECK  
INVITATION FOR BID NUMBER 2789**

**AFFIDAVIT OF COMPLIANCE  
WITH  
TENNESSEE CRIMINAL HISTORY RECORDS CHECK  
TENNESSEE CODE ANNOTATED, SECTION 49-5-413**

(To be submitted with bid by contractor)

I, \_\_\_\_\_, president or other principal

Officer of \_\_\_\_\_, swear or affirm that the  
Name of Company

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

\_\_\_\_\_  
President or Principal Officer

For: \_\_\_\_\_  
Name of Company

STATE OF TENNESSEE}  
COUNTY OF \_\_\_\_\_ }

Subscribed and sworn before me by \_\_\_\_\_,

President or principal officer of \_\_\_\_\_,

On this \_\_\_\_\_ day of \_\_\_\_\_ 2\_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission expires: \_\_\_\_\_