

The Procurement Division of Knox County Tennessee will receive sealed bids for the provision of **Beverages for Schools** as specified herein. Bids must be received by **2:00 p.m.** on **September 24, 2019**. Late bids will be neither considered nor returned.

Deliver Bids To:
Bid Number 2883
Knox County Procurement Division
Suite 100, 1000 North Central Street
Knoxville, Tennessee 37917

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

SECTION I GENERAL TERMS AND CONDITIONS

- 1.1 **ADDITIONAL INFORMATION:** Knox County wants requests for additional information routed to Jay Garrison, CPPO, CPPB, Procurement Coordinator, at 865.215.5767. Questions may be 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/.
- 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 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 twenty-four (24) hours prior to the bid opening time.

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

- 1.7 **BIDS REQUESTED ON BRANDS OR EQUAL:** Unit price bids are requested on products that equal or exceed the quality and performance of the brands and 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	Lori Holmann, Coordinator of Business Outreach
Telephone: 865.215.5760	Telephone: 865.215.5757
Fax: 865.215.5778	Fax: 865.215.5778
Email: diane.woods@knoxcounty.org	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. If submitting electronically no additional copies are required.
- 1.11 DECLARATIVE STATEMENTS:** Any statement or words (e.g.: must, shall, will) are declarative statements and the vendor must comply with the condition. Failure to comply with any such condition will result in the bid being considered non-responsive and disqualified.
- 1.12 DESCRIPTIVE LITERATURE:** Vendors, if bidding other than specified, must clearly identify the manufacturer and the specifications, to which they are submitting. Vendors must also provide descriptive literature with their bid.
- 1.13 ELECTRONIC TRANSMISSION OF BIDS:** Knox County's Procurement Division will accept, and strongly encourages, electronically transmitted bids through the County's online procurement system. Facsimile and e-mail 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/purchasing, register as a vendor in our on-line system, "Knox 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 **September 10, 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 convey to prospective vendors the general type and quality of Beverage Services as desired by Knox County and Knox County Schools. Award will be based on Best Value. Best Value means more than low cost. It includes initial cost, service quality and other factors detailed herein.
- 3.2 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 requires a specific action by Knox County so stating.
- 3.3 ADDITION/DELETION OF GOODS:** Knox County reserves the right to add or delete goods and/or services as the needs may arise. If items are to be added, Knox County and the successful vendor(s) shall arrive at a mutually agreeable price.
- 3.4 AUDITS:** Audits may be required of a vendor's invoice records at any time monthly price reviews indicate that a problem may exist. Note: Recurring or excessive pricing errors may result in contract termination. The vendor shall provide acceptable documentation as follows:
- Supplier's invoices
 - Freight bills
 - Perpetual inventory records
 - Market bulletins – used for distributor items and inner company billing items when price change occurs
- 3.5 AUTHORIZED DEALER/RESELLER:** Bidders **must** submit, with their bid, signed written factory documentation that they are authorized dealers/resellers for the product they are bidding. If bidder is the manufacturer of the product they are bidding, a signed statement stating that fact **must** be included with their bid. Failure to comply with this request may be just cause for rejection of their bid.
- 3.6 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.
- 3.7 BID AWARD:** It is the intent of 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).
- 3.8 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.

- 3.9 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.
- 3.10 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.
- 3.11 BILLING:** A statement for Knox County Schools will be prepared monthly. Accounts will close on the last day of the month. Invoices must be delivered or sent each week and statements will be forwarded no later than the three (3) business days after the end of each month to the Food Service billing address.
- Each statement must contain the following:
- Name of school
 - Total of each individual invoiced delivery for the month
 - Total of all invoiced deliveries for the month
 - Total of all credits from shortages or damaged products for the month
- 3.12 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.
- 3.13 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.
- 3.14 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.
- 3.15 CODE OF CONDUCT:** The following conduct will be expected of all persons who are engaged in the awarding and administration of contracts supported by Knox County School Food and Nutrition Program Funds.
- 1) No employees, officer or agent of Knox County or the School Nutrition Program shall participate in selection or in the award or administration of a contract supported by program funds if a conflict of interest, real or apparent would be involved.
 - 2) Conflicts of interest arise when one of the following has a financial or other interest in the firm selected for this award:
 - a) The employee, officer or agent
 - b) Any member of his/her immediate family
 - c) His or her partner
 - d) An organization employs or is about to employ one of the above
 - 3) Knox County School Nutrition employees, officers or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from Contractors, potential Contractors or parties to sub-agreements.
 - 4) The purchase of any food or service from a Contractor for individual use is prohibited using school bid prices.
 - 5) The removal of any food, supplies or equipment for individual use is prohibited.
 - 6) The outside sale of such items as used oil, empty cans and the like will be sold by contract according to the School Board policy and the outside agency.
 - 7) Failure of any Knox County School Nutrition employee to abide by the above could result in a suspension or dismissal. Interpretation of the code will be administered by the Knox County Procurement Division. The Knox County Procurement Division will not be responsible for any other explanation or interpretation which anyone presumes to make on behalf of the schools.

8) Failure of a Contractor's agent to abide by these rules or facilitate a school employee the opportunity to not abide by these rules by actively participating in a breach of one or more of the rules hereby established may result in termination of the Contract.

- 3.16 COMPUTER ORDER ENTRY SYSTEM:** If vendor has an internet-based ordering system, vendor must provide, upon request, details of the system.
- 3.17 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.
- 3.18 DELIVERY:** Deliveries must be made to each school between the hours of 6:30 a.m. and 11:00 a.m. (local time). The vendor must keep informed of emergency school closings (i.e. snow, ice, etc.). When schools are closed due to an emergency, the delivery will be made on the next day that schools are reopened, unless notified otherwise. School closings are announced on local media via television and radio. Deliveries are to be made FOB destination to each school.
- 3.19 DELIVERY FAILURES:** Failure of a vendor to deliver within the time specified, or within a reasonable time as interpreted by Knox County, or failure to make replacements of rejected items when so requested, immediately or as directed by Knox County, shall constitute authority for Knox County to purchase in the open market items of comparable grade to replace the items rejected or not delivered. On all such purchases the vendor shall reimburse Knox County, within a reasonable time specified by Knox County, for any expense incurred in excess of the contract price.
- 3.20 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.**
- 3.21 DISCONTINUED ITEMS:** The successful bidder(s) shall notify the Knox County Procurement Division of any items that have been discontinued and recommend as appropriate substitute. Knox County shall have the sole determination if the substitute is appropriate.
- 3.22 ENERGY POLICY AND CONSERVATION ACT:** Vendors must comply with mandatory standards and policies related to energy efficiency which are contained in the state energy and conservation plan issued in compliance with the Energy Policy and Conservation Act (PL 94-163, 89 Stat, 871).
- 3.23 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.
- 3.24 EVALUATION CRITERIA:** The following criteria will be the basis for the award.
- | | |
|-------|------------|
| Price | 100 Points |
|-------|------------|
- 3.25 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.
- 3.26 FOOD LAWS AND STANDARDS:** All foods must be made and processed under the best possible sanitary conditions, in an USDA inspected plant and in strict accordance with city, county, state and Nature Pure Food Laws and Health regulations. All food that conforms in every respect to the provisions of the Federal Food and Drug Act of June 30, 1906, and amendments hereto and subsequent decisions of the U.S. Department of Agriculture. It must be emphasized and clearly understood by all processors that the food delivered must be wholesome and of the quality designated for the ultimate consumer, the school children.

- 3.27 FORCE MAJEURE:** Knox County recognizes that national and/or international occurrences, unforeseen, and beyond the control of the vendor may impact distributor costs. The pricing of this bid is to be based upon known and calculated expenses, therefore should unexpected occurrences (i.e. natural disasters, drought, acts of terrorism, etc.) happen as stated above the vendor may request relief only for the duration of said occurrence.
- 3.28 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.
- 3.29 INCLUSION:** Inclusion of Vendor's bid form or provision of samples when requested does not necessarily constitute an offer to buy.
- 3.30 INSURANCE:** The successful Contractor(s) must carry the insurance as indicated on the Insurance Attachment hereto. As proof of the Contractor's willingness to obtain and maintain the insurance, the Contractor must complete, sign and have its insurance agent sign the attachment and submit it with their bid. Upon the Notification of Intent to Award, the successful Contractor(s) will be required to submit a Certificate of Insurance with the appropriate coverage and naming Knox County as additional insured. It will be the responsibility of the Contractor to keep a current COI on file with Knox County at all times.
- 3.31 INTERPRETATION:** No oral interpretation will be made to any bidder regarding the meaning of specifications. All questions are to be submitted in writing or electronically (email) and will be answered in the form of an amendment to the solicitation by the Knox County Procurement Division.
- 3.32 INVOICES:** Invoices shall be submitted in duplicate to the Knox County Schools Food and Nutrition Department, 912 South Gay Street, Knoxville, TN 37902 and shall contain the following information: purchase order number, item number, item description, quantity, and unit price. Extended totals and applicable discounts for items delivered. Failure to enter the above information on the invoice may cause a delay in payment. Payment shall be made on partial deliveries accepted by the Knox County Schools Food and Nutrition Department. All statements shall be mailed to the attention of Knox County Schools Food and Nutrition Department. All terms and discounts must be listed on the invoice.
- 3.33 LICENSE REQUIREMENTS:** All vendors doing business in Knox County are required to be licensed in accordance with the business license regulations of Knox County, Tennessee. Wholesale and retail merchants without a location in Knox County are exempt from this requirement. A copy of the license must be included with the bid, if applicable.
- 3.34 LINES OF COMMUNICATION:** Only the Production Unit Manager or Field Manager shall place orders, instruct or make requests of the successful vendor. All communications relating to bid pricing between Knox County Schools Nutrition Program and with the vendor shall be in writing with a copy to the Knox County Procurement Division representative. The successful vendor must designate a representative (contact person) to facilitate day-to-day problems, matters concerning the program, policy, negotiations, etc.

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

- 3.35 MARK-OUTS:** The successful vendor agrees that an annual mark-out rate of three (3) percent is the standard for measuring delivery performance. Vendor agrees to notify Knox County Schools Nutrition Program when an item is marked-out so that a delivery schedule can be agreed upon at no charge to Knox County. In the event the successful vendor is unable to acquire a particular item for an extended period of time, the vendor's contact person must notify the Production Unit Manager and Knox County Purchasing Division's representative.

Vendor must submit each month by email, to Jay Garrison (Knox County Procurement Division) a report showing the marked-out items for the previous month for each school. This report must include, but not be limited to, the item number and description, pack size, quantity ordered and unit price.

- 3.36 MONTHLY USAGE RECAP:** Vendor must furnish a monthly recap of all purchased items. The recap must be submitted with the items in descending dollar order. The recap must include quantity bought, item number, description, unit price and extension of unit price. This monthly recap must be sent to Knox County Schools Nutrition Program and all recaps for each of the schools must be emailed to Knox County Procurement Division (jay.garrison@knoxcounty.org). Only Microsoft Excel or a format that can be imported into Excel will be accepted by Knox County Procurement Division. Failure to send these reports may result in termination of the Contract.
- 3.37 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.
- 3.38 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 transaction. Vendors may be required to sign an affidavit to this policy.
- 3.39 NUTRITIONAL INFORMATION:** Vendor must provide nutritional information upon request.
- 3.40 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.
- 3.41 OPEN RECORDS ACT:** Knox County is subject to the Tennessee Open Records Act 10-7-503 et seq. Bidders are cautioned that all documents submitted on behalf of this Invitation for Bid shall be open to the public for viewing and inspection and Knox County will comply with all legitimate requests.
- 3.42 ORDERING:** Purchase orders will be issued from the Knox County Schools Nutrition Program. The orders will be available to the vendor either by electronic submission, fax or pick-up.
- 3.43 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
- 3.44 PERFORMANCE FILE:** Any complaints by any school must be in writing and copied to the Knox County Procurement Division to be included in a performance file on the successful vendor. These complaints shall include, but not be limited to delivery, ordering, billing problems, credit memos, discrepancies in count, weight and damaged goods. The successful vendor shall address each of these complaints in writing with the resolution noted and send a copy to the Knox County Purchasing Division.
- 3.45 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

Any requests for price increases must not exceed the Producer Price Index for soft drink manufacturing. 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.

- 3.46 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 process up any longer than necessary is detrimental to the interests of the County; the 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 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 may assess liquidated damages.

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

Contract Termination In the event of a breach, Knox County may terminate the Contract immediately. The vendor shall be notified of the termination in writing by Knox County. Said notice may specify whether that the termination is to be effective 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.

3.47 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. Quantities shown will be used for evaluation purposes.

3.48 QUESTION DEADLINE: Prospective bidders must submit questions concerning this solicitation by **September 10, 2019 @ 4:30 p.m. local time.** Submit questions as noted in Section 1.1.

3.49 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.

3.50 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.

3.51 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.

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

3.53 RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT: If the Federal bid award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or sub-recipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts, and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

3.54 SAMPLES: Knox County reserves the right to request samples after bids are opened and before the award is made. When samples are called for, they must be furnished free of expense. Each individual sample must be labeled with the bidder's name and manufacturer's brand name and number.

3.55 SANITATION: All products specified herein must be delivered in vehicles which are maintained in a sanitary condition. Knox County reserves the right to reject the use of any equipment by the vendor if it is not in a clean, sanitary condition suitable for the transport of food items. Vendors must be aware of the sanitation standards employed by their food suppliers.

Participating schools follow the principals of HACCP (Hazard Analysis Critical Control Points) in accepting all deliveries. Therefore, upon delivery temperatures of products may be taken and recorded and overall product condition will be inspected in accordance with the schools' Safety Plan. Vendor's warehouses must be routinely inspected by state officials or at minimum, a third party audit. Warehouse facilities and warehousing practices must be continuously in compliance with the U.S. Food, Drug and Cosmetics Act, the State of Tennessee and local laws and regulations.

3.56 SHORTAGES AND CHANGES: Vendors must notify Knox County Schools Nutrition Program and the Knox County Purchasing Division of anticipated shortages or changes to a product prior to delivery of such items.

3.57 SUBSTITUTIONS: If a vendor is **temporarily** out-of-stock on a particular item, then vendor must contact the school prior to delivery. Delivery of a substituted item without prior notification is at the vendor's risk and refusal to accept the substitution will be at the vendor's expense. If a substitution is made, the vendor must substitute an item of the same quality for the same price. Note: vendor is to **only** make substitutions under the approved Federal guidelines for Child Nutrition Regulations. Excessive substitutions greater than 3% may constitute a reason for Knox County to purchase the item(s) from another source and remove it from the bid award list. In addition, vendor may also be debarred from doing business with Knox County for a period of twenty-four (24) months.

3.58 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 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 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 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.

3.59 UNLOADING PRACTICES: Trucks will be allowed to be unloaded within a reasonable time frame but are asked not to unload during the lunch serving hours. Staff leaves at 2:00 pm daily.

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

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

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

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

This institution is an equal opportunity provider.

SECTION IV GENERAL PRODUCT SPECIFICATIONS

- 4.1** It will be the responsibility of the vendor to remove all unused products before school breaks and holidays or any other period that extends beyond the shelf life of the product.
- 4.2** All beverage products and cases are to be delivered free from visible dirt or mold. Repeated problems or instances of dirty or molded beverage cases will be considered grounds for cancellation of the Contract. All beverages will be subject to inspection upon arrival at the school.
- 4.3** Delivery of beverage products will not be permitted outside of school hours.
- 4.4** Any beverage or beverage product that fails to meet the required specifications will be returned at the vendor's expense. Failure to meet specifications will be considered just cause for cancellation of the Contract.
- 4.5** Containers in which beverages for schools is packaged shall be either paper carton or plastic bottles, sound, sanitary, leak proof and have lids that open properly. All containers must be treated to kill bacteria and provide adequate protection of the contents from contamination.
- 4.6** All delivery cases and trucks must be clean and sanitary with no evidence of beverage leakage.
- 4.7** A sufficient supply of beverages must be maintained locally to provide a replacement supply of beverages to any school when the product delivered proves to be unacceptable or if any of the supply of beverages in the school is lost.
- 4.8** The vendor agrees to be responsible for damage to the cases, beverages, school building, or grounds that are a direct result of carelessness or negligence on the part of the delivery person.
- 4.9** All beverage products must be produced, handled and delivered in conformity with the provisions of the Standard Beverages Ordinance and Code, and to comply with the specifications on the quotation sheet.
- 4.10** All handwritten notations on invoices (including quantities and prices) must be written neat and legible.

- 4.11** Fountain dispensers, racks and barrels must be furnished free of charge to Knox County Schools Food and Nutrition Department.
- 4.12** All beverages must meet the new criteria of 12 ozs, the max calories are 60, on 20 ozs, the max calories are 10, if it does not, please disregard category. If bidder has other products not listed in this solicitation that meet the caloric requirement, bidders must submit a list of those products with their response.

Note: Bidders need not return pages 1-15 with their Response.

SECTION V VENDOR INFORMATION FOR BID 2883 BEVERAGES FOR SCHOOLS

5.1 Vendor Name _____

5.2 Knox County Vendor Number _____

5.3 Vendor address _____

City _____ State _____ Zip _____

5.4 Telephone number _____ Fax number _____

Email 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 ____

Note: Only applicable if vendor has a physical business located within the boundaries of Knox County.

5.8 Will you accept an e- Card (VISA) as a form of payment? Yes ____ No ____

5.9 Did you include a list of other products as per Section 4.12? Yes ____ No ____

5.10 Have you included and signed the Debarment Certificate? Yes ____ No ____

5.11 Have you included the signed Certification Regarding Lobbying Form? Yes ____ No ____

5.12 Have you included the signed Certification Regarding Independent Price Determination?

Yes ____ No ____

5.13 Have you included the signed Criminal History Records Check Affidavit? Yes ____ No ____

5.14 Have you included the signed Insurance Checklist? Yes ____ No ____

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

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

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

With Exceptions _____

(You must state any exception taken)

Failure to provide any of the above information or other information requested in this document may result in the response being disqualified.

Description	Preferred Pack Size	Grade Level	Pack Size Bid	Cost Per Ounce	Cost Per Case	Delivery Cost Per Case	Total Net Cost Per Case
Carbonated flavored beverage in 20 oz PET bottles. Mello Yellow Zero, Diet Mt Dew or approved equivalent	24/case	High School Only					
Carbonated flavored beverage in 20 oz PET bottles. Diet Coke, Coke Zero, Diet Pepsi or approved equivalent	24/case	High School Only					
Carbonated flavored beverage in 20 oz PET bottles. Sprite Zero, Diet Sierra Mist or approved equivalent	24/case	High School Only					
Carbonated flavored beverage in 20 oz PET bottles. Cherry Coke Zero, Diet Wild Cherry Pepsi or approved equivalent	24/case	High School Only					
Carbonated flavored beverage in 20 oz PET bottles. Fanta Orange Zero, Diet Orange Crush or approved equivalent	24/case	High School Only					
Carbonated flavored beverage in 20 oz. PET bottles. Diet Root Beer flavor or approved equivalent	24/case	High School Only					
Carbonated flavored beverage in 20 oz. PET bottles. Diet Cherry Sprite, Cherry Sprite Zero, Diet Cherry Sierra Mist or approved equivalent	24/case	High School Only					
Carbonated flavored beverage in 20 oz PET bottles. Diet Dr. Pepper, Diet Mr. Pibb, or approved equivalent	24/Case	High School Only					

PRICING

Bid 2883, Beverages for Schools

Vendor _____

Description	Preferred Pack Size	Grade Level	Pack Size Bid	Cost Per Ounce	Cost Per Case	Delivery Cost Per Case	Total Net Cost Per Case
Water in 20 oz PET bottles. Aquafina, Dasani, or approved equivalent	24/case	All grade levels					
Water in 16.9 fl oz. PET bottles. Aquafina, Dasani, or approved equivalent	24/case	All grade levels					
Flavored water in 20 oz PET bottles, Lemon, Strawberry Aquafina, Dasani or equivalent –please list any other available flavors	24/case	High School Only					
Powerade Zero, Propel Zero 20 oz or approved equivalent in flavors: Grape, Mixed Berry, Fruit Punch, Orange— please let is any other available flavors	24/case	High School Only					
Juice Based Drinks 20 oz. Minute Maid Light Cherry Limeade, Minute Maid Light Lemonade, Minute Maid Lite Mango Passion or approved equivalent	24/case	High School Only					
Tea - 16 oz Half & Half (Lemonade), Mango, Peach— please list any other available flavors; Snapple or approved equivalent	12/case	High School Only					
Total							

NOTE: For evaluation purposes, and to get a true cost as related to expected usage, cost will be calculated using the per ounce cost x ounces per case as preferred by the County. If responding electronically, bidders must attach the completed pricing sheet with their bid.

**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 of 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: _____

**KNOX COUNTY PROCUREMENT DIVISION
INSURANCE CHECKLIST
BID NUMBER 2883**

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: 20px; text-align: center;"><input checked="" type="checkbox"/></td> <td style="width: 100px;">ANY AUTO-SYMBOL (1)</td> <td style="width: 20px;"></td> <td style="width: 20px;"></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> </tr> </table>	<input checked="" type="checkbox"/>	ANY AUTO-SYMBOL (1)															COMBINE SINGLE LIMIT (Per -Accident) \$ 1,000,000 BODY INJURY (Per -Person) BODY INJURY (Per-Accident) PROPERTY DAMAGE (Per-Accident)		
<input checked="" type="checkbox"/>	ANY AUTO-SYMBOL (1)																				
YES	4.	COMMERCIAL GENERAL LIABILITY <table border="1" style="margin-left: 20px;"> <tr> <td style="width: 100px;">CLAIM MADE</td> <td style="width: 20px; text-align: center;"><input checked="" type="checkbox"/></td> <td style="width: 100px;">OCCUR</td> </tr> <tr> <td></td> <td></td> <td></td> </tr> </table> <table border="1" style="margin-left: 20px;"> <tr> <td style="width: 20px; text-align: center;"><input checked="" type="checkbox"/></td> <td style="width: 100px;">POLICY</td> <td style="width: 20px; text-align: center;"><input checked="" type="checkbox"/></td> <td style="width: 100px;">PROJECT</td> <td style="width: 20px; text-align: center;"><input type="checkbox"/></td> <td style="width: 100px;">LOC</td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </table>	CLAIM MADE	<input checked="" type="checkbox"/>	OCCUR				<input checked="" type="checkbox"/>	POLICY	<input checked="" type="checkbox"/>	PROJECT	<input type="checkbox"/>	LOC							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
CLAIM MADE	<input checked="" type="checkbox"/>	OCCUR																			
<input checked="" type="checkbox"/>	POLICY	<input checked="" type="checkbox"/>	PROJECT	<input type="checkbox"/>	LOC																
YES	5.	PREMISES/OPERATIONS	\$1,000,000 CSL BI/PD EACH OCCURRENCE \$2,000,000 ANNUAL AGGREGATE																		
YES	6.	INDEPENDENT CONTRACTOR	\$1,000,000 CSL BI/PD EACH OCCURRENCE \$1,000,000 ANNUAL AGGREGATE																		
YES	7.	CONTRACTUAL LIABILITY (MUST BE SHOWN ON CERTIFICATE)	\$1,000,000 CSL BI/PD EACH OCCURRENCE \$1,000,000 ANNUAL AGGREGATE																		
NO	8.	XCU COVERAGE	NOT TO BE EXCLUDED																		
YES	9.	UMBRELLA LIABILITY COVERAGE	\$1,000,000																		
		PROFESSIONAL LIABILITY																			
NO	10.	ARCHITECTS & ENGINEERS	\$1,000,000 PER OCCURRENCE/CLAIM																		
NO		ASBESTOS & REMOVAL LIABILITY	\$2,000,000 PER OCCURRENCE/CLAIM																		
NO		MEDICAL MALPRACTICE	\$1,000,000 PER OCCURRENCE/CLAIM																		
NO		MEDICAL PROFESSIONAL LIABILITY	\$1,000,000 PER OCCURRENCE/CLAIM																		
NO	11.	MISCELLANEOUS E & O	\$500,000 PER OCCURRENCE/CLAIM																		
NO	12.	MOTOR CARRIER ACT ENDORSEMENT	\$1,000,000 BI/PD EACH OCCURRENCE UNINSURED MOTORIST (MCS-90)																		
NO	13.	MOTOR CARGO INSURANCE																			
NO	14.	GARAGE LIABILITY	\$1,000,000 BODILY INJURY, PROPERTY DAMAGE PER OCCURRENCE																		
NO	15.	GARAGEKEEPER'S LIABILITY	\$500,000 COMPREHENSIVE; \$500,000 COLLISION																		
NO	16.	INLAND MARINE BAILEE'S INSURANCE	\$																		
NO	17.	DISHONESTY BOND	\$																		
NO	18.	BUILDERS RISK	PROVIDE COVERAGE IN THE FULL AMOUNT OF THE CONTRACT UNLESS PROVIDED BY OWNER.																		
NO	19.	USL&H	FEDERAL STATUTORY LIMITS																		

20. CARRIER RATING SHALL BE BEST'S RATING OF A-V 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 NAMED INSURED ON ALL POLICIES EXCEPT WORKERS' COMPENSATION AND AUTO.
23. CERTIFICATE OF INSURANCE SHALL SHOW THE BID NUMBER AND TITLE.
24. OTHER INSURANCE REQUIRED _____

INSURANCE AGENT'S STATEMENT AND CERTIFICATION: I HAVE REVIEWED THE ABOVE REQUIREMENTS WITH THE BIDDER NAMED BELOW AND HAVE ADVISED THE BIDDER OF REQUIRED COVERAGE NOT PROVIDED THROUGH THIS AGENCY.

AGENCY NAME: _____ AUTHORIZING SIGNATURE: _____

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

BIDDER NAME: _____ AUTHORIZING SIGNATURE: _____

Billing Addresses for Participating Schools

School	Address	Manager	Phone Number
A.L. Lotts Elementary School	9320 Westland Drive Knoxville, TN 37922	George-Anna Goodin	865.539.8611
Adrian Burnett Elementary	4521 Brown Gap Road Knoxville, TN 37918	Kristan McNeil	865.689.1474
Amherst Elementary School	5101 Schaad Road Knoxville, TN 37931	LaDonna Reed	865.560.7001
Austin-East Magnet High School	2800 Martin Luther King Jr. Ave Knoxville , TN 37914	Teresa Shoffner	865.594.3792
Ball Camp Elementary School	9801 Middlebrook Pike Knoxville, TN 37919	Lisa Huffman	865.539.7888
Bearden Elementary School	5717 Kingston Pike Knoxville, TN 37919	Linda Clark	865.909.9000
Bearden High School	8352 Kingston Pike Knoxville, TN 37919	Kristy Powell	865.539.7800
Bearden Middle School	1000 Francis Road Knoxville, TN 37909	Sharon McGuire	865.539.7839
Beaumont Elementary	1211 Beaumont Avenue Knoxville, TN 37921	Linda Haar	865.594.1272
Belle Morris Elementary	2308 Washington Pike Knoxville, TN 37917	Kimberly Wulf	865.594.1277
Blue Grass Elementary School	8901 Bluegrass Road Knoxville, TN 37922	Becky Key	865.539.7864
Bonny Kate Elementary School	7608 Martin Mill Pike Knoxville, TN 37920		865.579.2108
Brickey-McCloud Elementary School	1810 Dry Gap Pike Knoxville, TN 37918	Amy Palmer	865.689.1499
Career Magnet Academy	7171 Strawberry Plains Pike Knoxville, TN 37914	Stacy Reynolds	865.622.3800
Carter Elementary School	8455 Strawberry Plains Pike Knoxville, TN 37871	Alexis Householder	865.933.4172
Carter High School	210 N. Carter School Road Strawberry Plains, TN 37871	Christie Brewer	865.933.3434
Carter Middle School	204 North Carter School Road Strawberry Plains, TN 37871	Tina Golden	865.933.3426
Cedar Bluff Elementary School	705 N. Cedar Bluff Road Knoxville, TN 37923	Valerie Johnson	865.539.7721
Cedar Bluff Middle School	707 N. Cedar Bluff Road Knoxville, TN 37923	Dana Green	865.539.7891
Central High School	5321 Jacksboro Pike Knoxville, TN 37918	Pam Jordan	865.689.1400
Chilhowee Intermediate	5005 Asheville Highway Knoxville, TN 37914	Jamel Fletcher	865.594.1285
Christenberry Elementary School	927 Oglewood Avenue Knoxville, TN 37917	Kelli Doss	865.594.8500

Copper Ridge Elementary School	2502 E. Brushy Valley Road Powell, TN 37849	Irene Field	865.938.7002
Corryton Elementary School	7200 Corryton Road Corryton, TN 37721	Cheryl Brock	865.687.4573
Dogwood Elementary School	705 Tipton Avenue Knoxville, TN 37920	Kathy Ledford	865.579.5677
East Knox County Elementary School	9315 Rutledge Pike Mascot, TN 37806	Felicia Bailey	865.933.3493
Fair Garden Family Community Center	400 Fern Street Knoxville, TN 37914	Tracie Breeden	865.594.1320
Farragut High School	11237 Kingston Pike Knoxville, TN 37922	Carolyn Rodgers	865.966.9775
Farragut Intermediate School	208 West End Ave Knoxville, TN 37922	Michelle Willis	865.966.6703
Farragut Middle School	200 West End Ave Knoxville, TN 37934	Michelle Willis	865.966.9756
Farragut Primary School	509 N. Campbell Station Rd. Knoxville, TN 37934	Cheri Trott	865.966.5848
Fountain City Elementary	2910 Montbelle Drive Knoxville, TN 37918	Annette Hendricks	865.689.1445
Fulton High School	2509 N. Broadway Knoxville, TN 37917	Pam Bailey	865.594.1240
Gap Creek Elementary School	1920 Kimberlin Heights Rd. Knoxville, TN 37920	Lori Rudder	865.577.4860
Gibbs Elementary School	7715 Tazewell Pike Corryton, TN 37721	Diana Haun	865.689.1497
Gibbs High School	7628 Tazewell Pike Corryton, TN 37721	Melissa Hargis	865.689.9130
Gibbs Middle School	7625 Tazewell Pike Corryton, TN 37721	Tami Benziger	865.689.1712
Green Magnet Academy	801 Town View Drive Knoxville, TN 37915		865.594.1324
Gresham Middle School	500 Gresham Road Knoxville, TN 37918	Tina Dyer	865.689.1430
Halls Elementary School	7502 Andersonville Pike Knoxville, TN 37938	Kathy Weaver	865.922.7445
Halls High School	4321 E. Emory Road Knoxville, TN 37938	Dawn Freeman	865.922.7757
Halls Middle School	4317 E. Emory Road Knoxville, TN 37938	Brittany Bolden	865.922.7494
Hardin Valley Academy	11345 Hardin Valley Road Knoxville, TN 37932	Kelly Perkins	865.690.9690
Hardin Valley Elementary School	11445 Hardin Valley Road Knoxville, TN 37932	Jane Lewis	865.470.2088
Hardin Valley Middle School	2280 Steele Road Knoxville, TN 37932	Amanda Leatherwood	865.539.7827
Holston Middle School	600 Chilhowee Drive Knoxville, TN 37924	Samantha Young	865.594.1300
Inskip Elementary School	4701 High School Road Knoxville, TN 37912	Deborah Cantonwine	865.689.1450

Karns Elementary School	8108 Beaver Ridge Road Knoxville, TN 37931	Wilma Dunaway	865.539.7767
Karns High School	2710 Byington Solway Road Knoxville, TN 37931	Cynthia Cline	865.539.8670
Karns Middle School	2925 Gray Hendrix Road Knoxville, TN 37931	Rita Woods	865.539.1746
Knoxville Adaptive Education Center	5719 Kingston Pike Knoxville, TN 37919	Jamie Fomby	865.909-9020
Lonsdale Elementary School	1317 Louisiana Avenue Knoxville, TN 37921	Ginger Robinson	865.594.1330
Maynard Elementary School	737 College Street Knoxville, TN 37921	Joey McMillan	865.594.1333
Mooreland Heights Elementary School	5315 Magazine Road Knoxville, TN 37920	Joy Witt	865.579.2105
Mount Olive Elementary School	2507 Maryville Pike Knoxville, TN 37920	Paula Mikels	865.579.2170
New Hopewell Elementary School	757 Kimberlin Heights Road Knoxville, TN 37920	Lisa Crisp	865.579.2194
Northshore Elementary School	1889 Thunderhead Road Knoxville, TN 37922	Tonya Sunayama	865.670.4104
Northwest Middle School	5301 Pleasant Ridge Road Knoxville, TN 37912	Tamara Kirkpatrick	865.594.1345
Norwood Elementary School	1909 Merchant Drive Knoxville, TN 37912	Wendi Dougherty	865.689.1460
Pleasant Ridge Elementary School	3013 Walnoaks Road Knoxville, TN 37921	April Upton	865.594.1354
Pond Gap Elementary School	1401 Hollywood Drive Knoxville, TN 37909	Paula Limback	865.909.9040
Powell Elementary School	1711 Spring Street Knoxville, TN 37849	Danyel Rhode	865.938.2048
Powell High School	2136 W. Emory Road Powell, TN 37849	Shannon Hall	865.938.2171
Powell Middle School	3329 West Emory Road Knoxville, TN 37849	Tom Clifford	865.938.9008
Richard Yoakley School	4415 Washington Pike Knoxville, TN 37917	Chelsie Lane	865.594.3790
Ridgedale Alternative School	4600 Ridgedale Road Knoxville, TN 37921		865.909.9099
Ritta Elementary School	6228 Washington Pike Knoxville, TN 37918	Tonya Lynn	865.689.1496
Rocky Hill Elementary School	1200 Morrell Road Knoxville, TN 37919	Angie Miller	865.538.7844
Sam E. Hill Primary	1725 Delaware Avenue Knoxville, TN 37921	Jennifer de La Torres	865.594.3632
Sarah Moore Green Magnet Technology Academy	3001 Brooks Road Knoxville, TN 37919	Debbie Nelson	865.594.1328
Sequoyah Elementary School	942 Southgate Road Knoxville, TN 37919	Kathy Bennet	865.594.1360

Shannondale Elementary School	5316 Shannondale Road Knoxville, TN 37918	Terrie Close	865.689.1465
South Knoxville Elementary School	801 Sevier Avenue Knoxville, TN 37920	Suzanna West	865.579.2100
South-Doyle High School	2020 Tipton Station Road Knoxville, TN 37920	Nancy Clark	865.577.4475
South-Doyle Middle School	3900 Decatur Road Knoxville, TN 37920	Diane Simpson	865.579.2133
Spring Hill Elementary School	4711 Mildred Drive Knoxville, TN 37914	Julie Bailey	865.594.1365
STEM School	401 Henley St Knoxville Tn. 37902	Nur Hacker	865.329.8440
Sterchi Elementary School	900 Oaklett Drive Knoxville, TN 37912	Deserie Franklin	865.689.1470
Sunnyview Primary School	412 Bagwell Lane Knoxville, TN 37924	Fran Harbin	865.594.1173
Vine Middle Magnet Performing Arts And Science Academy	1807 Martin Luther King, Jr. Ave Knoxville, TN 37915	LaKeisha Smith	865.594.4465
West Haven Elementary School	3620 Sisk Road Knoxville, TN 37921	Tracy Fuqua	865.594.4467
West High School	3300 Sutherland Avenue Knoxville, TN 37919	Karen Stemeye	865.594.4477
West Hills Elementary School	409 Vanosdale Road Knoxville, TN 37909	Kim Rucker	865.539.7850
West View Elementary School	1714 Mingle Avenue Knoxville, TN 37921	Candi Boucher	865.594.4471
West Valley Middle School	9118 George Williams Road Knoxville, TN 37922	Brian McFalls	865.539.5145
Whittle Springs Middle School	2700 White Oak Lane Knoxville, TN 37917	Stephanie Day	865.594.4474
Fort Sanders Educational Development Center	501 S. 21 st Street Knoxville, TN 37916	Constant Ramsey	865.594.5035