

The Procurement Division of Knox County, Tennessee will receive sealed bids for the provision of **Food Service Equipment and Smallwares** as specified herein. Bids must be received by **2:00 p.m.** on **August 26, 2020**. Late bids will neither be considered nor returned.

Deliver Bids To:

**Bid Number 2961
Knox County Purchasing 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 Jay Garrison, CPPPO, CPPB, Procurement Coordinator, at 865.215.5767. Questions may be faxed to 865.215.5778 or emailed to jay.garrison@knoxcounty.org. Information about the Knox County Procurement Division and current solicitations may be obtained on the Internet at www.knoxcounty.org/Procurement.
- 1.2 ACCEPTANCE:** Vendors shall hold their price firm and subject to acceptance by Knox County for a period of sixty (60) business days from the date of the bid opening, unless otherwise indicated in their bid.
- 1.3 ALTERNATIVE BIDS:** Knox County will not accept alternate bids (those not equal to specifications) unless authorized by the Invitation for Bid.
- 1.4 AUDIT HOTLINE:** Knox County has established an Audit Hotline to report potential fraud and waste. To report potential fraud, waste or abuse, please call or 1-866-858-4443 (toll-free). You can also file a report online by accessing <http://www.knoxcounty.org/hotline/index.php>.
Vendors are hereby cautioned that this Audit Hotline does not replace the Award Protest Procedures found in Section VI, Item M of the Knox County Procurement Regulations.
- 1.5 AWARD:** Award will be made to the most responsive, responsible bidder meeting specifications which presents the product or service that is in the best interest of Knox County. Knox County reserves the right to award this bid on an all-or-none basis, line item basis or schedule basis. Knox County reserves the right to make a multiple award. Knox County also reserves the right to not award this bid. The evaluation criteria are listed herein.
- 1.6 BID DELIVERY:** Knox County requires bidders, when hand delivering bids, to time date and 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 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 CLOSURES:** During periods of closure due to unforeseen circumstances in Knox County or closures at the direction of the Knox County Mayor, the Procurement Division will enact the following procedures in regard 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 unforeseen circumstances shall be at the sole discretion of the Procurement Director.
 - Knox County shall not be liable for any commercial carrier's decision regarding deliveries during any unforeseen circumstances.

- 1.8 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.
- 1.9 COPIES:** Knox County requires that bids be submitted as one (1) marked original and one (1) exact copy. No copies are needed with an electronic bid response.
- 1.10 DELIVERY:** Vendors must state the delivery time in their bids. Knox County requires that vendors deliver all products "free on board" destination.
- 1.11 DESCRIPTIVE LITERATURE:** Vendors, if bidding other than specified, must clearly identify the manufacturer and the specifications, to which they are submitting. Vendors must also provide descriptive literature with their bid.
- 1.12 DECLARATIVE STATEMENTS:** Any statement or words (e.g.: must, shall, will) are declarative statements and the vendor must comply with the condition. Failure to comply with any such condition will result in the bid being considered non-responsive and disqualified.
- 1.13 DISADVANTAGED BUSINESS PROGRAM:** Knox County has established a Disadvantaged Business 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 Disadvantaged Business Program, please contact:

Diane Woods, CPPB, Business Outreach Administrator
Knox County Procurement
Telephone: 865.215.5760
Fax: 865.215.5778
E-Mail: diane.woods@knoxcounty.org

- 1.14 ELECTRONIC TRANSMISSION OF BIDS:** Knox County's Procurement Division will accept, and strongly encourages, electronically transmitted bids through the County's online Procurement system. Email and facsimile submission is strictly prohibited.
- 1.15 HOW TO DO BUSINESS:** Knox County utilizes a web-based Procurement software system, "Knox Procurement On-Line". The system provides our clients (vendors, county departments and the citizens of Knox County) with a more enhanced and end-user friendly means of accessing our services. The system allows for on-line vendor registration and maintenance, electronic receipt of purchase orders, on-line retrieval and submittal of quotes, bids and proposals for our vendor-clients and on-line requisitioning and receiving for our county departments. In order for the County to maximize its investment and minimize the cost associated with office operations we need your help. When doing business with Knox County we are urging you to please go to our website at www.knoxcounty.org/Procurement, register as a vendor in our on-line Procurement system, "Knox Procurement On-Line", if you have not done so and whenever possible to conduct your business with the County through this site. If you have any questions please contact the Procurement Division Representative listed in Section 1.1 of this document.
- 1.16 INCURRED COSTS:** Knox County will not be responsible for any costs incurred by the bidder in the preparation of their bid.
- 1.17 MULTIPLE BIDS:** Knox County will consider multiple bids that meet specifications.

- 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:
- Be submitted on recycled paper
 - Not include pages of unnecessary advertising
 - 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 **August 7, 2020 @ 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 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. A vendor application may be submitted online at www.knoxcounty.org/procurement. Select the On-Line Vendor Registration link and complete the forms. Vendors must be registered with the Procurement Division **prior** to submitting their bid. Knox County shall not be responsible for technical difficulties experienced by vendors trying to register less than twenty-four (24) hours prior to the bid opening time.
- 1.31 **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 that perform any services at Knox County Schools must submit to a criminal history records check at vendor's expense. This is conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation prior to permitting the employee to have contact with students or enter school grounds when students are present. Reference Tennessee Code Annotated Section 49-5-413.
- 2.8 **DEFAULT:** If Contractor fails to perform or comply with any provision of this Contract or the terms or conditions of any documents referenced and made a part hereof, Knox County may terminate this Contract, in whole or in part, and may consider such failure or noncompliance a breach of Contract. Knox County expressly retains all its rights and remedies provided by law in case of such breach; and no action by Knox County shall constitute a waiver of any such rights or remedies. In the event of termination for default, Knox County reserves the right to purchase its requirements elsewhere, with or without competitive bidding.

- 2.9 GOVERNING LAW:** The laws of the State of Tennessee shall govern this Contract, and all obligations of the parties are performable in Knox County, Tennessee. The Chancery Court and/or the Circuit Court of Knox County, Tennessee, shall have exclusive and concurrent jurisdiction of any disputes, which arise hereunder.
- 2.10 INCORPORATION:** All specifications, drawings, technical information, Invitation for Bid, Bid, Award and similar items referred to or attached or which are the basis for this Contract are deemed incorporated by reference as if set out fully herein.
- 2.11 INDEMNIFICATION—HOLD HARMLESS:** Contractor shall indemnify, defend, save and hold harmless Knox County, its officers, agents and employees from all suits, claims, actions or damages of any nature brought because of, arising out of, or due to breach of the agreement by Contractor, its subcontractors, suppliers, agents, or employees or due to any negligent act or occurrence or any omission or commission of Contractor, its subcontractors, suppliers, agents or employees.
- 2.12 INDEPENDENT CONTRACTOR:** Contractor shall acknowledge that it and its employees serve as independent contractors and that Knox County shall not be responsible for any payment, insurance or incurred liability.
- 2.13 INSPECTION AND ACCEPTANCE:** Warranty periods shall not commence until Knox County inspects and formally accepts the goods and/or services. The terms, conditions and timing of acceptance shall be determined by Knox County. Knox County reserves the right to reject any or all items or services not in conformance with applicable specifications, and Contractor assumes the costs associated with such nonconformance. Acceptance of goods or services does not constitute a waiver of latent or hidden defects or defects not readily detectable by a reasonable person under the circumstances.
- 2.14 IRAN DIVESTMENT ACT:** By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to Tennessee Code Annotated § 12-12-106.
- 2.15 LIMITATIONS OF LIABILITY:** In no event shall Knox County be liable for any indirect, incidental, consequential, special or exemplary damages or lost profits, even if Knox County has been advised of the possibility of such damages.
- 2.16 NON-DISCRIMINATION AND NON-CONFLICT STATEMENT:** Contractor agrees that no person on the grounds of handicap, age, race, color, religion, sex, national origin, or any individual trait or characteristic found to be an illegal consideration shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this agreement or in the employment practices of Vendor. Contractor shall upon request show proof of such non-discrimination and shall post in conspicuous places available to all employees and applicants notices of non-discrimination. Contractor covenants that it complies with the Fair Wage and Hour Laws, the National Labor Relations Act, and other federal and state employment laws as applicable. Contractor covenants that it does not engage in any illegal employment practices.
- Contractor covenants that it has no public or private interest and shall not acquire directly or indirectly any interest, which would conflict in any manner with the provision of its goods or performance of its services. Contractor warrants that no part of the total contract amount provided herein shall be paid directly or indirectly to any officer or employee of Knox County as wages, compensation, or gifts in exchange for acting as officer, agent, employee, sub-contractor or consultant to Contractor in connection with any goods provided or work contemplated or performed relative to the agreement.
- 2.17 ORDER OF PRECEDENCE:** In the event of inconsistent or conflicting provision of this Contract and referenced documents, the following descending order of precedence shall prevail: (1) Item Description, (2) Invitation for Bid, (3) Bid, (4) Award, (5) Special Terms and Conditions, (6) General Terms and Conditions, (7) Specifications, (8) Drawings.
- 2.18 REMEDIES:** Knox County shall have all rights and remedies afforded under the U.C.C. and Tennessee law in Contract and in tort, including but not limited to rejection of goods, rescission, and right of set-off, refund, incidental, consequential and compensatory damages and reasonable attorney's fees.
- 2.19 RIGHT TO INSPECT:** Knox County reserves the right to make periodic inspections of the manner and means the service is performed or the goods are supplied and warehoused.

- 2.20 SEVERABILITY:** If any provision of this Contract is declared illegal, void or unenforceable, the remaining provisions shall not be affected but shall remain in force and in effect.
- 2.21 TAX COMPLIANCE:** Pursuant to Resolution R-07-1-903 passed by the Commission of Knox County, Tennessee, Contractor hereby acknowledges, by submission of its bid or proposal and signature, it is current in its respective Federal, State, County, and City taxes of whatever kind or nature, and is not delinquent in any way. Delinquent status must be disclosed or risk debarment by the Knox County Procurement Division.
- 2.22 TERMINATION:** County may terminate this agreement with or without cause at 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 Food Service Equipment and Smallwares as desired by Knox County and Knox County Schools Nutrition Department. Award will be based on Best Value. Best Value means more than low cost. It includes initial cost, service quality and other factors detailed herein.
- 3.2 ACCEPTANCE:** Bidders are advised that the payment of an invoice does not necessarily constitute as an acceptance of services that are provided. Acceptance requires a specific written action by Knox County so stating.
- 3.3 ADDITIONS OR DELETIONS OF GOODS:** Knox County reserves the right to add or delete goods or services as the need arises. If items are to be added, Knox County and the Contractor will arrive at a mutually agreed price.
- 3.4 AUTHORIZED DEALER/RESELLER:** Bidders **must** submit, with their bid, signed written factory documentation that they are authorized dealers/resellers for the products 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. This may require multiple statements with your bid.
- 3.5 AWARD STATUS:** Knox County initially intends to issue a one (1) year award for the equipment. Upon the mutual agreement of the Vendor and the Knox County Schools Food and Nutrition Department, the award may be extended for four (4) additional years, one (1) year at a time for a total of five (5) years. The renewal option is at the discretion of the Knox County Schools Food and Nutrition Department. Should Knox County desire not to renew, no reason needs to be given provided that Knox County notifies the vendor in writing of its intention to do so at least thirty (30) days prior to the Contract expiration date. Knox County reserves the right to purchase these services from other sources if the need arises. Knox County reserves the right to revoke the award if a pattern of unavailability arises with the vendor.
- 3.6 BID AWARD:** Knox County reserves the right to award or reject bids on each item separately, as a group or schedule of similar items, or as a whole, waiving any irregularities as deemed appropriate. A bid award letter will be sent to the successful vendor(s).
- 3.7 BIDDER OBLIGATION:** Each bidder shall become fully acquainted with conditions relating to the scope and restrictions attending the execution of the work under this IFB. The failure or omission of a bidder to become acquainted with existing conditions shall no way relieve the bidder of any obligations with respect to this IFB or to the Contract.
- 3.8 BIDS REQUESTED ON BRANDS OR EQUAL:** Unit price bids are requested on products that equal or exceed the quality and performance of the brands and model numbers listed. References to brand names, trade names, model numbers or other descriptions of specific brand products are made to establish a required level of quality

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

- 3.9 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION:** Attachment "C" is a Certificate of Independent Price Determination. All vendors must complete the form and submit it with their bid response. Vendors that do not submit the certificate will not be considered.
- 3.10 CERTIFICATE OF RESTRICTIONS ON LOBBYING:** Attachment "B" is a Certificate of Restrictions on Lobbying. All vendors must complete the form and submit it with their bid response. Vendors that do not submit the certificate will not be considered.
- 3.11 CERTIFICATE REGARDING DEBARMENT:** Attachment "A" 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.
- 3.12 CHANGES AFTER AWARD:** It is possible that after award, Knox County might change its needs or requirements. Knox County reserves the right to make such changes after consultation with the Contractor(s). Should additional costs arise, Knox County reserves the right to consider accepting these charges provided the vendor can document the increased costs. Knox County also reserves the right to accept proposed service changes from the vendor if they will lower the cost to Knox County and/or provide improved service.
- 3.13 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.
- 3.14 DELIVERY TIME:** Bidders must state the number of business days until delivery after receipt of a signed purchase order. Bidders shall state accurate lead times as Knox County reserves the right to cancel orders with no obligation when delivery time is exceeded. Vendor must state the number of business days, not a range of days. For example, an unacceptable answer is "30-60 business days". Vendors must be specific and state either "30 business days" or "60 business days." If vendor states a range of days, Knox County will base their answer on the maximum number of days provided.
- 3.15 DESTINATION AND DELIVERY:** Bidders must include all destination and delivery charges in their price. **There will be no extra hidden charges.** Delivery must be "Free on Board" to the County department.
- 3.16 ENERGY POLICY AND CONSERVATION ACT:** Vendors must comply with mandatory standards and policies related to energy efficiency which are contained in the state energy and conservation plan issued in compliance with the Energy Policy and Conservation Act (PL 94-163, 89 Stat. 871)
- 3.17 EVALUATION CRITERIA:** This bid will be evaluated using the following criteria:
- | | |
|----------|-----------|
| Price | 90 Points |
| Delivery | 10 Points |
- 3.18 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.
- 3.19 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.

- 3.20 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.
- 3.21 NEW MATERIAL:** Unless specified otherwise in the bid package, the bidder must provide new equipment. New, as used in this clause, means previously unused materials. Material includes but is not limited to, raw material, parts, items, components, and end products. Bidder submission of other than new materials may be cause for the rejection of their bid.
- 3.22 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.
- 3.23 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 Purchasing Division representative listed herein, concerning this Invitation for Bid, is strictly prohibited. Any such unauthorized contact may cause the disqualification of the bidder from this procurement transaction.
- 3.24 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 will be based off of the Producer Price Index for Machinery and Equipment: Commercial Cooking and Food Warming Equipment. 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.

- 3.25 QUANTITIES:** Knox County does not guarantee any quantities will be ordered under this solicitation. However, any stated quantities represent the intent of the County to purchase the stated quantity.
- 3.26 REGULATION COMPLIANCE:** The Knox County Schools Food and Nutrition Department policy is in firm support of the provisions of the Equal Opportunity Act of 1975. The Knox County Schools Food and Nutrition Department, therefore, must be assured by the successful vendor in this bid that the institution is an equal opportunity employer according to the provisions of the Act. All Contracts over \$100,000 will require compliance with the Clean Air Act issued under Section 306, Executive Order 11738.

Vendors must comply with mandatory standards and policies related to energy efficiency which are contained in the State Energy Plan issued in compliance with the Energy Policy and Conservation Act (PL94-165). Positive efforts will be made to involve minority and small businesses. A Certificate on Lobbying as well as a Debarment/Suspension Certificate must be signed for all Contracts over \$100,000.

- 3.27 SALIENT CHARACTERISTICS:** 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 the bid. It shall be the responsibility of the bidders, including bidders whose product is referenced, to furnish with the bid such specifications, catalog pages, brochures or other data as will provide an adequate basis for determining the quality and functional capabilities of the product offered. Failure to provide this data may be considered valid justification for rejection of a bid.

3.28 SUBMIT QUESTIONS: Prospective bidders may submit questions concerning this solicitation until **August 7, 2020 @ 4:30 p.m.** local time. Submit questions as noted in Section 1.1.

SECTION IV SPECIFICATIONS

All equipment bid pricing is to include: delivered, uncrated with packing material removed from site, set in place, leveled and accessories installed (no plumbing or electrical connections required) shelves installed must be installed and cleaned and ready for use.

4.1 COOKING EQUIPMENT:

4.1.1 Item 1, 1A, 1B and 1C: Double/Single Convection Ovens Electric/Gas

Blodgett full-size convection oven model ZEPHAIRE-100-E/ZEPHAIRE-100-G (double) compartment. Each compartment shall have porcelainized steel liner and shall accept five 18" x 26" standard full-size bake pans in left-to-right or front-to-back positions (bakery depth cavities). Doors shall have dual pane thermal glass windows with single porcelain handle and simultaneous operation. Unit shall be electrically heated with three tubular heaters. Air in baking chamber distributed by single inlet blower wheel powered by a two-speed, 1/3 HP motor with thermal overload protection. Each chamber shall be fitted with five chrome-plated removable racks. Control panel shall be recessed with Cook/Cool Down mode selector, solid state manual infinite thermostat (200 - 500°F), and 60-minute timer.

Units to have One (1) year parts and labor with an additional two year door parts warranty.
Top and Bottom oven to have standard controls: Solid State Manual

Accessories: (please price separately on bid tabulation sheet)

480 VOLT/3 PHASE one section only
1 each Gas Connection Hose-Dormont

4.1.2 30 Gallon Tilting Skillet Electric/Gas

Market Forge Industries Model 30P-STEL Dimensions: 37.75(h) x 36(w) x 48.88(d)
Tilting Skillet, electric, 30 gallon capacity, open leg frame base, standard with manual tilt mechanism, stainless steel pan and frame

Standard one year (1) parts & labor warranty, equipment

Accessories: (please price separately on bid tabulation sheet)

480 VOLT/3 PHASE
Gas Connection Hose-Dormont 1675kits
Lip Strainer
Universal Pan Carrier
2" tangent draw-off valve with strainer.

Supply and install one (1) T & S Brass and Bronze Works faucet and spray assembly consisting of:

- a. Model B-205 w/o nozzle; single pantry.
- b. Model B-1410 hose and quick connect head with 6'-0" of hose. Substitute B-0044-V9 hose with backflow preventer (B-0970-FE) designed for continuous pressure use in lieu of standard stainless steel hose.
- c. Model B-1424 quick connect hook nozzle.
- d. Necessary adapter for B-1410 to be joined to B-205 w/o nozzle (34A).
- e. Necessary extensions for B-205 w/o nozzle to fit a bracket on braising pan and to extend to sufficient height.
- f. B-1424 and quick connect spray head are interchangeable without the use of tools.
Provide necessary adapter for B-205.
- g. B-166 dummy wall hook. Wall hook is attached to the braising pan with stainless steel screws in accessible location. (Verify location).
- h. Provide T&S HW Series Water connector hose(s) (male to male), diameter and length as required. Dormont is an acceptable manufacturer.

4.1.3 Item 3: Mini Combi Electric

Blodgett Combi model BLCT-6E

Boilerless combination-oven/steamer.

The BLCT-6E has a 2 piece rack system that holds six 12" x 20" x 2" deep or four 12" x 20" x 2-1/2" deep North American hotel pans. Unit shall have 304 stainless steel exterior and interior. Oven door shall have dual pane tempered viewing window with hinged inner glass for easy cleaning. Multiple cooking modes include hot air, combi 1 (30-40% steam), combi 2 (60-80% steam), retherming, steaming, low-temperature steaming, and preheating. Unit shall have the ability to cook with pressureless steam, hot air, or combination of steam and hot air. Unit shall have steam injection system. Unit shall have bright halogen lights for superior visibility. Touchscreen control stores 500 recipes with 15 stages each, in addition to pre-programmed recipes. External core temperature probe, rack timing allows for setting individual timers for each rack, HACCP quality control, USB connectivity, automatic service diagnosis. The reversible 9 speed fan provides optimum baking and roasting results. One-year parts and labor warranty. Provide start-up inspection service by a factory authorized service agent.

Accessories:

(One) 1 Additional year warranty for a total of two years (Included In Cost Of Unit)

Accessories: (please price separately on bid tabulation sheet)

480 VOLT/3 PHASE

Stacking kit and stand for 10E & 6 E

4.1.4 Item 4: Microwave Steamer

Connectionless Steamer Microwave shall be model NE-3280 "Sonic Steamer" as manufactured by Panasonic.

Standard Features:

3200 Watts of Power

Cavity holds two 4" deep, Full Size Steamtable Pans with Covers

UL, HHS, FCC, and NSF Approved

208/240 Volt, 60 Hz, Single Phase

NEMA #6-30R Plug

3 year parts & labor warranty

Accessories: (please price separately on bid tabulation sheet) AS ONE LOT

Pans:

6 Sets of Cambro Full Size 4" Deep High H Pans with drain shelf and lids with handles (Models: Carlisle 10401, 10415, 10410U)

6 Sets Cambro Half Size 4" Deep High H Pans with drain shelf and lids with handles (Models: Carlisle 10421, 10435, 10430U)

Stand:

New Age Stand for Panasonic Steamer: Unit to be made of the following items: 4 each posts-74P; 3 each solid shelves-2430SB. Unit can hold 1-3 Panasonic Steamers

4.1.5 Item 5: Steamer, Convection, Electric, Boilerless Generator, Floor Model

Groen Model No. (2)SSB-3EF

Standard Features:

Convection Steamer

Electric, doubles-tacked, boilerless generator

Open leg stand bullet feet

(3) 12 x 20 x 2 1/2" pans capacity per compartment

Stainless steel interior and exterior

cUL, UL, NSF

Units to have One (1) year parts and labor with a five (5) year cavity warranty.

4.2 PREP EQUIPMENT:

4.2.1 Manual Slicer

Hobart Model HS6N-1

Heavy Duty Meat Slicer, manual, 13" CleanCut™ knife, burnished finish, removable meat grip assemble, removable ring guard cover, single action top mounted sharpener with Borazon™ stones, cleaning kickstand, 1/2 hp motor, 5.4amps, 120v/60hz/1-ph, NSF cETLus

Standard warranty - 1-Year parts, labor & travel time during normal working hours within the USA

Accessories: (Included in cost of unit)

HS-CHUTE Food chute for HS series slicers

4.2.2 Automatic Slicer

Hobart Model HS7N-1

Heavy Duty Meat Slicer, automatic, 13" CleanCut™ knife, burnished finish, (3) stroke lengths & (4) stroke speeds, removable meat grip assembly, removable ring guard cover, single action top mounted sharpener with Borazon™ stones, cleaning kickstand, 5.6amps, 120v/60hz/1-ph, NSF cETLus

Standard warranty 1-Year parts, labor & travel time during normal working hours within the USA

Accessories: (Included In Cost Of Unit)

HS-CHUTE Food chute for HS series slicers

4.2.3 Slicer Table

Food Warming Equipment Co. Model OTR-15-MSWT

Tray capacity: (16) 1.5" x 18" x 26"

Overall Dimensions: 33" H x 26" D x 20.5" W

Weight Capacity: 500 lbs.

Casters: 5" heavy-duty all swivel polyurethane with simultaneous swivel and wheel locks. Casters shall have a reinforced yoke welded to 10_gauge caster mounting plate. The caster mounting plate shall be secured to a 10 gauge stainless steel reinforcing stress plate via welded in place stainless steel studs. The reinforcing stress plates shall be welded to heavy gauge tubular frame of the unit.

Wing Tables: Two (2) stainless steel channels attached to work surface, one on each side accommodating a 18" x 26" sheet tray for added work surface and convenience. Trays are suspended in "winged –style" fashion, supported by its rolled-lip edge.

4.2.4 Item 9: Hot Water Dispenser

Hatco Model AWD-12

Atmospheric Hot Water Dispenser, countertop design, 12-gallon capacity, automatic fill, pushbutton portion control, low water cut-off, electronic temp. control w/digital display, s/s tank & base, 5000W

Includes 24/7 parts & service assistance

208v/60/1-ph, 5kw, 24 amps

Accessories: (Included In Cost Of Unit)

3 ft. rubber drain hose with 10 ft. 1/4" inlet tubing

Water filtration system with 10' of 1/4" tubing and fittings

4.3 HOT AND COLD CABINETS:

4.3.1 Mobile Heated Cabinet

Food Warming Equip Model MTU-12 WITH HIGH WATTAGE

Heated Cabinet, mobile, insulated, moisture-temperature humidified holding system with recessed controls, oversized water reservoir, 12 pr removable rod type universal slides 4.5" OC, for various size trays, pans and Gastronorm 2/1, 20-gauge stainless steel exterior with 22-gauge stainless steel interior construction

Two (2) year limited parts & one year labor warranty, standard
Electrical: 120v/60/1-ph, 2150 WATTS, 18amps, w, NEMA 5-20P
5" Caster standard: EZ Roll Heavy Duty Poly, 2-rigid, 2-swivel with brakes (set)

Accessories: (Included In Cost Of Unit)
5 ea Extra tray slides, per pair

Accessories: (please price separately on bid tabulation sheet)
Dutch solid doors
Dutch plexiglass doors

4.4 MISCELLANEOUS EQUIPMENT:

4.4.1 Item 28: Ice cuber

Ice-O-Matic Model ICE0250HA

ICE Series™ Modular Cube Ice Maker, air-cooled, approximately 336 lb production/24 hours, half-size cube, filter-free air, PURE ICE built in antimicrobial protection, Harvest assist produces Ice consistently/reduces operating cost, 115v/60/1-ph, 13.3 amps, UL, NSF, CE
3 yr. parts & labor warranty, std.
5 yr. evaporator warranty, std.
5 yr. parts on the compressor warranty, standard.

Accessories: (Included In Cost Of Unit)

Ice Bin, 510 lb storage capacity, w/top-hinged front-opening door, for top-mounted ice maker, stainless steel exterior, molded plastic door

In-line Water Filter Cartridge, designed for use with ice makers, single water filter, with special scale inhibitor, 1/4" compression, for max. cube capacity 450 lb/day

6 year Evaporator warranty in lieu of std. 5 year, if a water filter is purchased with the machine & filters replaced every 6 months.

4.4.2 Item 29: Electric Can Opener

Edlund Model 270/115V Dimensions: 11.5(h) x 6.75(w) x 10(d)

Can Opener, electric, for heavy volume, 2-speed motor, knife and gear assemblies that are removable for cleaning, recommended for up to 200 cans per day, cULus, CE, NSF certified, 115v/60/1-ph, 1.5 amp; 3 year limited warranty, standard

4.4.3 Item 29A: Manual Can Opener

Edlund Model 1S

Can Opener, manual, #1 with stainless steel base (for cans up to 11" tall), "Old Reliable"; 1 year warranty.

4.4.4 Item 30: 36" 4-Tier Tray Drying Rack

Metro Model PR48VX4 Dimensions: 68(h) x XX(w) x 26(d) MODIFIED TO 36" IN LENGTH

MetroMax i Mobile Drying Rack Unit, 26"W x XX"L x 68"H, 4-tier, includes: (4) cutting board/tray drying rack, built in Microban antimicrobial product protection

4.4.5 Item 30A: 48" 4-Tier Tray Drying Rack

Metro Model PR48VX4 Dimensions: 68(h) x 50(w) x 26(d)

MetroMax i Mobile Drying Rack Unit, 26"W x 50"L x 68"H, 4-tier, includes: (4) cutting board/tray drying rack, built in Microban antimicrobial product protection

4.4.6 Item 31: Pan Rack

New Age Model 1640 Dimensions 70.13 (h) x 24.5 (w) x 26 (d)

Universal Pan Rack, mobile, 13 stepped angle runners 4-1/2" spacing, accommodates 12" x 20" to 18" x 26" pans, welded aluminum constructions, end loading, 5" swivel casters, NSF

Lifetime warranty against rust and corrosion, 5 year construction warranty

4.4.7 Item 32: Blast Chiller/Shock Freezer (4-2 ½" Steam Table Pan Capacity)

Thermo-Kool Model No. TK5-1

Shock Freezer/Blast Chiller, reach-in, (4) 12" x 20" x 2-1/2" pan capacity, (1) reversible door, chill (44 lb) 165°F to 37°F /2hr & freeze (30 lb) 165°F to 0°F/4hr, manual/fully automatic controls, (1) food probe & (1) air probe, (1) shelves, stainless steel interior & exterior, casters, HACCP, ETL, NSF 7, 115v/60/1ph, 15 amps

One year parts and one year labor warranty, standard

Accessories: (Included In Cost Of Unit)

Two additional shelves

4.4.8 Item 33: Blast Chiller/Shock Freezer (5-2 ½" Steam Table Pan Capacity or 5-Full Size Sheet Pan Capacity)

Thermo-Kool Model No. TK5-2-C

Shock freezer/Blast Chiller, reach-in, (5) 12" x 20" x 2-1/2" pan capacity OR (5) sheet pans, (1) reversible door, chills (75 lb.) 165°F to 37°F/2hr & freeze (55 lb.) 165°F to 0°F/4hr, manual/fully automatic controls, (1) food probe & (1) air probe, removable drain pan, (3) wire shelves, self-contained side mounted refrigeration system, stainless steel interior & exterior, adjustable legs, HAACP, 208v/60/1-ph, 15.0 amps, NEMA 6-15P, 6' cord, ETL, ETL-Sanitation, NSF 7, UL 471

One year parts and one year labor warranty, standard

Accessories: (Included In Cost Of Unit)

Two additional shelves

4.4.9 Ice Maker with Bin, Cube Style

Manitowoc Model No. UYF0190A

NEO® Undercounter Ice Maker, cube-style, air-cooled, self contained,

26"W x 28"D x 38-1/2"H,

production capacity up to 193 lb/24 hours at 70°/50° (140 lb AHRI certified at 90°/70°)

90 lb ice storage capacity

electronic controls, half-dice size cubes,

6" adjustable legs with flanged feet (painted gray)

0.42 HP, NSF, cULus, CE

WARRANTY-ICE-SC 3 year parts & labor (Machine), 5 year parts & labor (Evaporator), 5 year parts & 3 years labor (Compressor), standard

4.4.10 STEAMER, CONVECTION, GAS, FLOOR MODEL; MARKET FORGE MODEL NO. ETP-10G

ECO-TECH PLUS Convection Steamer, floor model, gas (2) compartments, (5) 12" X 20" x 2 ½" pan capacity, atmospheric steamer, self contained water filter, automatic water filter, individually controlled by power switch, 60 minute timer, (4) flanged feet, stainless steel interior & exterior, 84000 BTU, ENERGY STAR

Standard (1) one year parts & labor warranty, equipment only

4.6 DETAILED SUBMITTAL: Vendors must, upon request, submit a factory detailed sheet with their bid listing all standard equipment and the optional equipment listed above for the equipment as specified above. Vendors are to include all costs associated with each detailed item on this sheet. This is to ensure all equipment is bid as specified.

4.7 OTHER ITEMS NOT LISTED: Bidders must state a percentage discount off of all other items in their current year catalog that are not listed in this Invitation for Bid.

Note: Bidders need not return pages 1-13 with their response.

SECTION V VENDOR INFORMATION BID 2961, FOOD SERVICE EQUIPMENT AND SMALLWARES

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: _____

5.4 City: _____ State: _____ Zip: _____

5.5 Contact Person: _____

5.6 Telephone Number: _____

5.7 Fax Number: _____

5.8 Vendor's e-mail address: _____

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

Authorizing Signature: _____

5.10 Vendor's Knox County Business License Number: _____
(If Applicable) *Attach A Copy Of The License.*

5.11 Guaranteed business days for delivery after receipt of a signed purchase order: _____ days

5.12 Will you accept Credit Card payments as per Section 1.19? _____ Yes _____ No

5.13 Will you allow Cooperative Purchasing as per Section 3.13? _____ Yes _____ No

5.14 Did you include the signed Insurance Checklist as per Section 3.19? _____ Yes _____ No

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

5.16 Have you included the signed Certification of Independent Price Determination?
_____ Yes _____ No

5.17 Have you included the signed Certification Regarding Lobbying Form? _____ Yes _____ No

5.18 Have you included the signed Criminal History Records Check Affidavit? _____ Yes _____ No

5.19 I acknowledge the receipt of: (please write "yes" if you received one)
Addendum 1 _____ Addendum 2 _____ Addendum 3 _____ Addendum 4 _____

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

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

SECTION VI PRICING BID 2961, FOOD SERVICE EQUIPMENT AND SMALLWARES

VENDOR _____

SCHEDULE A FOOD SERVICE EQUIPMENT

	Item	Cost
Cooking Equipment		
	4.1.1 Double/Single Convection Ovens Electric/Gas	
Item 1	Double Convection Oven, Electric	
Item 2	Double Convection Oven, Gas	
Item 3	Single Convection Oven, Electric	
Item 4	Single Convection Oven, Gas	
	Accessories	
Item 5	480 VOLT/3 PHASE one section only	
Item 6	1 each Gas Connection Hose-Dormont	
	4.1.2 30 Gallon Tilting Skillet Electric/Gas	
Item 7	30 Gallon Tilting Skillet, Electric	
Item 8	30 Gallon Tilting Skillet, Gas	
	Accessories	
Item 9	480 VOLT/3 PHASE	
Item 10	Gas Connection Hose-Dormont 1675kits	
Item 11	Lip Strainer	
Item 12	Universal Pan Carrier	
Item 13	2" tangent draw-off valve with strainer	
Item 14	T & S Brass and Bronze Works faucet	
Item 15	4.1.3 Mini Combi Electric	
	Accessories	
Item 16	480 VOLT/3 PHASE	
Item 17	Stacking kit and stand for 10E & 6 E	
Item 18	4.1.4 Microwave Steamer	
	Accessories	
Item 19	Full Size 4" Deep High H Pans	
Item 20	Half Size 4" Deep High H Pans	
Item 21	Stand	
Item 22	4.1.5 Item 5: Steamer, Convection, Electric, Boilerless Generator, Floor Model	
Item 23	4.2.1 Manual Slicer (Includes Accessories)	
Item 24	4.2.2 Automatic Slicer (Includes Accessories)	
Item 25	4.2.3 Slicer Table	
Item 26	4.2.4 Hot Water Dispenser (Includes Accessories)	
Item 27	4.3.1 Mobile Heated Cabinet (Includes 5 Tray Slides)	
	Accessories	
Item 28	Dutch solid doors	
Item 29	Dutch plexiglass doors	
Item 30	4.4.1 Ice Cuber (Includes Accessories)	
Item 31	4.4.2 Electric Can Opener	
Item 32	4.4.3 Manual Can Opener	
Item 33	4.4.4 36" 4-Tier Tray Drying Rack	
Item 34	4.4.5 48" 4-Tier Tray Drying Rack	
Item 35	4.4.6 Pan Rack	
Item 36	4.4.7 Blast Chiller/Shock Freezer (4-2 ½" Steam Table Pan Capacity) (Includes Accessories)	
Item 37	4.4.8 Blast Chiller/Shock Freezer (5-2 ½" Steam Table Pan Capacity or 5-Full Size Sheet Pan Capacity) (Includes Accessories)	
Item 38	4.4.9 Ice Maker with Bin, Cube Style	

SCHEDULE B SMALLWARES

	Item	Cost
Item 39	AMBER PANS 2" 1/2 SIZE	
Item 40	AMBER PAN LID 1/2 SIZE	
Item 41	AMBER PAN LID FULL	
Item 42	AMBER PANS 4" 1/2 SIZE	
Item 43	AMBER PANS FULL 2"	
Item 44	AMBER PANS FULL 4"	
Item 45	BASTING SPOON PERFORATED	
Item 46	BASTING SPOON SLOTTED	
Item 47	BASTING SPOON SOLID	
Item 48	BUNN COFFEE POT- Decanter/ glass	
Item 49	BUNN COFFEE POT- Decanter/ glass w/metal bottom	
Item 50	BUNN PAN RACK	
Item 51	CAN OPENER, S-11 Manual	
Item 52	CAN OPENER,Edlund #1 Manual	
Item 53	CAN OPENER,Nemco manual (alleviates metal shavings)	
Item 54	COLANDER 11 QT.	
Item 55	COLANDER 5QT. (Spaghetti strainer)	
Item 56	CRINKLE CUT SERRATOR	
Item 57	CUTTING BOARD 6X9 white	
Item 58	CUTTING BOARD 18X24 4 BOARD SYSTEM	
Item 59	CUTTING BOARD 18x24 / white	
Item 60	CUTTING BOARD 18X24 GREEN	
Item 61	DIPPER #12 GREEN 2 2/3 oz	
Item 62	DIPPER #16 2 OZ.	
Item 63	DIPPER #30 BLACK 1 .25 OZ.	
Item 64	DIPPER #8 4 OZ.. GREY	
Item 65	DISHWASHER CURTAINS	
Item 66	GARBAGE CAN, 40 GAL	
Item 67	GARBAGE CAN, LID	
Item 68	GARBAGE CAN DOLLY	
Item 69	GARBAGE CAN, 32 GAL W/LID	
Item 70	GARBAGE CAN DOLLY for above	
Item 71	GLOVES, CUT RESISTANT LARGE	
Item 72	GLOVES, CUT RESISTANT MEDIUM	
Item 73	GLOVES, CUT RESISTANT SMALL	
Item 74	KNIFE, BONING	
Item 75	KNIFE 10"BREAD	
Item 76	KNIFE 8" SCALLOPED BREAD	
Item 77	KNIFE, COOKS 10"	
Item 78	KNIFE, PARING	
Item 79	LADLE 1 OZ	
Item 80	LADLE 4 OZ	
Item 81	LADLE 8 OZ.	

	Item	Cost
Item 82	MARKETING TRAYS 1/2 SIZE – Caribbean Blue, Aqua, Coral, Black, White, Yellow, Sand, Red	
Item 83	MARKETING TRAYS 1/2 SIZE LONG; Black or Pearl White	
Item 84	MARKETING TRAYS FULL SIZE - Caribbean Blue, Aqua, Coral, Black, White, Yellow, Sand, Red	
Item 85	MEASURING CUP PLASTIC 1 CUP	
Item 86	MEASURING CUP PLASTIC 1 GALLON	
Item 87	MEASURING CUP PLASTIC 1 PINT	
Item 88	MEASURING CUP PLASTIC 1 QUART	
Item 89	MEASURING CUP PLASTICE 2 QUART	
Item 90	MEASURING CUP SET	
Item 91	MEASURING SPOON SET	
Item 92	MIXING BOWL 2 QT	
Item 93	MIXING BOWL 4 QT	
Item 94	MIXING BOWL 6 QT	
Item 95	MIXING BOWL 16 QT	
Item 96	PEELER	
Item 97	PITCHER 2.25 QT, PERIWINKLE	
Item 98	PIZZA CUTTERS	
Item 99	PIZZA SPATULA	
Item 100	POT HOLDER 8" SQUARE TERRY	
Item 101	RACK COVER, BUN	
Item 102	RACK COVER, BUN (FREEZER)	
Item 103	RACK COVER, BUN (FREEZER) SUPRO-20	
Item 104	SALAD BAR SPOON	
Item 105	SCALE 25# DIAL	
Item 106	SCALE, 2#	
Item 107	SCALE, DIGITAL	
Item 108	SCOOP, 6 OZ.PLASTIC	
Item 109	SCOOP, 64 OZ. PLASTIC	
Item110	SCOOP,32 oz. PLASTIC	
Item111	SHAKER	
Item112	SPATULA METAL 4X2"	
Item113	SPATULA RUBBER 13.5 "	
Item114	SPATULA RUBBER 16.5 "	
Item115	SPATULA METAL 6"X 3"	
Item116	SPATULA RUBBER 9.5"	
Item117	SPOODLE 2 OZ PERFORATED	
Item118	SPOODLE 2 OZ SOLID	
Item119	SPOODLE 6 OZ SLOTTED	
Item120	SPOODLE 6 OZ SOLID	
Item121	SPOODLE SOLID, 3 OZ	
Item122	SPOODLE SOLID,8 OZ	
Item123	SPOODLE,4 OZ SLOTTED	
Item124	SPOODLE,4 OZ SOLID	
Item125	SPREADER 31/2 "	
Item126	SQUEEZE BOTTLE, 12 OZ clear	

	Item	Cost
Item127	SS SHEET PANS 1/2 SHEET	
Item128	SS SHEET PANS FULL	
Item129	SS STEAM TABLE PAN 4" 1/2 PAN	
Item130	SS STEAM TABLE PAN 4" 1/3 PAN	
Item131	STAINLESS STEEL STEAMTABLE 1/3 LID	
Item132	STAINLESS STEEL STEAMTABLE 1/4 LID	
Item133	STAINLESS STEEL STEAMTABLE HALF LONG 2 1/2 "	
Item134	STAINLESS STEEL STEAMTABLE LID 1/2 SLOTTED	
Item135	STAINLESS STEEL STEAMTABLE LID FULL	
Item136	STAINLESS STEEL STEAMTABLE LID HALF	
Item137	STAINLESS STEEL STEAMTABLE LID HALF LONG SOLID	
Item138	STAINLESS STEEL STEAMTABLE 1/3 LID SLOTTED	
Item139	STAINLESS STEEL STEAMTABLE PAN 1/3 X6"	
Item140	STAINLESS STEEL STEAMTABLE PAN 1/4X 2 1/2	
Item141	STAINLESS STEEL STEAMTABLE PAN FULL 2"	
Item142	STAINLESS STEEL STEAMTABLE PAN HALF 2"	
Item143	STAINLESS STEEL STEAMTABLE PAN HALF LONG 4"	
Item144	STAINLESS STEEL STEAMTABLE PAN FULL 2" PERFERATED	
Item145	STAINLESS STEEL STEAMTABLE PAN FULL 4" PERFERATED	
Item146	STAINLESS STEEL STEAMTABLE PAN HALF 2" PERFERATED	
Item147	STAINLESS STEEL STEAMTABLE PAN HALF 4" PERFERATED	
Item148	STIRRING PADDLE, 42"	
Item149	STIRRING PADDLE,48"	
Item150	STORAGE CONTAINER 12 QT.	
Item151	STORAGE CONTAINER ROUND 6QT	
Item152	STORAGE CONTAINER ROUND 8QT	
Item153	STORAGE, COVER FITS 12-22 QT	
Item154	STORAGE, COVER FITS 6-8 QT	
Item155	TEA DISPENSER, 3 GALLON STAINLESS W/HANDLES	
Item156	TEA DISPENSER, 3 GALLON CLEAR PLASTIC W/BLACK BASE	
Item157	TERRY CLOTH ARM PROTECTION	
Item158	THERMOMETER,COOLER/FREEZER	
Item159	THERMOMETER,OVEN	
Item160	THERMOMETER BABY DIAL	
Item161	TONGS CLEAR PLASTIC 12"	
Item162	TONGS CLEAR PLASTIC 6"	
Item163	TONGS CLEAR PLASTIC 9"	
Item164	TONGS KOOL TOUCH 12"	
Item165	TONGS KOOL TOUCH 9 1/2 "	
Item166	TONGS KOOL TOUCH 6"	
Item167	UTILITY CART 3 SHELF CAMBRO	
Item168	UTILITY CART 2 SHELF LAKESIDE	
Item169	UTILITY CART 3 SHELF RUBBERMAID 40 5/8L x 20W	
Item170	UTILITY CART 3 SHELF RUBBERMAID 33 5/8Lx18 5/8W	
Item171	WEDGER, 6 SECTION, SUNKIST	
Item172	WEDGER, 8 SECTION, SUNKIST	
Item173	WEDGER, APPLE CORER/WEDGE SET	
Item174	WHIP, FRENCH 14" FOR THICK FOODS	

	Item	Cost
Item175	WHIP, PIANO 14" FOR THIN FOODS	
Item176	WHITE POLY BLOCK SCRUBB BRUSH 20"	
Item177	WHITE POLY BLOCK SCRUBB BRUSH 8"	
Item178	BOWL, 8" BLACK PLASTIC - 48 per case	
Item179	PLATE, 9" MALAMINE DINNER, MEADOW GREEN, 48 PER CASE	
Item 180	4.4.10 Steamer, Convection, Gas, Floor Model; Market Forge Model No. ETP-10G	

Discount off of current year catalog for all other items not listed: _____%

****If bidding electronically, please attach Section V, Vendor Information, and Section VI, Pricing, along with all other required documents, to your response. Failure to attach Section V may result in your bid being deemed non-responsive****

ATTACHMENT "A"

**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

ATTACHMENT "B"

CERTIFICATION OF RESTRICTIONS ON LOBBYING

I, _____, on behalf of _____
Name of Official Name of Vendor

hereby certify that:

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

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

By: _____
Signature of Company Official

Official's Title

Date

ATTACHMENT "C"

Certificate of Independent Price Determination

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

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

(B) Each person signing this offer certifies that:

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

Signature of Vendor's Authorized Representative

Title

Date

In accepting this offer, the sponsor certifies that the sponsor's officers, employees or agents have not taken any action which has jeopardized the independence of the offer referred to above.

Signature of Vendor's Agent Authorized Representative

Title

Date

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 2961**

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						COMBINE SINGLE LIMIT (Per-Accident)	\$1,000,000
		<input checked="" type="checkbox"/>	ANY AUTO-SYMBOL (1)				BODY INJURY (Per-Person)		
							BODY INJURY (Per-Accident)		
							PROPERTY DAMAGE (Per-Accident)		
YES	4.	COMMERCIAL GENERAL LIABILITY							LIMITS
			CLAIM MADE		<input checked="" type="checkbox"/>	OCC	EACH OCCURRENCE	\$ 1,000,000	
							FIRE LEGAL LIABILITY	\$ 100,000	
							MED EXP (Per person)	\$ 5,000	
		GEN'L AGGREGATE LIMITS APPLIES PER					PERSONAL & ADV INJURY	\$ 1,000,000	
			POLICY		PROJECT		LO	GENERAL AGGREGATE	\$ 2,000,000
								PRODUCTS-COMPLETED OPERATIONS/AGGR EGATE	\$ 2,000,000
YES	5.	PREMISES/OPERATIONS						\$1,000,000 CSL BI/PD EACH OCCURRENCE \$2,000,000 ANNUAL AGGREGATE	
YES	6.	INDEPENDENT CONTRACTOR						\$1,000,000 CSL BI/PD EACH OCCURRENCE \$1,000,000 ANNUAL AGGREGATE	
YES	7.	CONTRACTUAL LIABILITY (MUST BE SHOWN ON CERTIFICATE)						\$1,000,000 CSL BI/PD EACH OCCURRENCE \$1,000,000 ANNUAL AGGREGATE	
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-VII or better or its equivalent.

21. Notice of cancellation, non-renewable or material changes in coverage shall be provided to County at least 30 days prior to action. The words "Endeavor To" and "But Failure To" (to end of sentence) are to be eliminated from the notice of cancellation provision on standard accord certificates.

22. The County shall be named as an additional insured on all policies except Workers' Compensation and Auto.

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

24. Other insurance required _____.

Insurance Agent's Statement and certification: I have reviewed the above requirements with the Bidder named below 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's Name: _____ Authorizing Signature: _____