

The Procurement Division of Knox County, Tennessee will receive sealed bids for the provision of **Pumping of Grease Traps for Kitchens** as specified herein. Bids must be received by **2:00 p.m. on March 20, 2023**. Late bids will be neither considered nor returned.

**Deliver Bids To:**  
**Bid Number 3379**  
**Knox County Procurement Division**  
**Suite 100, 1000 North Central Avenue**  
**Knoxville, Tennessee 37917**

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

## **SECTION I GENERAL TERMS AND CONDITIONS**

- 1.1 ADDITIONAL INFORMATION:** Knox County wants requests for additional information routed to Robert Mackey, Senior Buyer, at 865.215.5754. Questions may be emailed to [robert.mackey@knoxcounty.org](mailto:robert.mackey@knoxcounty.org). If you have not heard from the Buyer in a reasonable amount of time, please call for further assistance. Information about the Knox County Procurement Division and current solicitations may be obtained online at [www.knoxcounty.org/procurement](http://www.knoxcounty.org/procurement).
- 1.2 ACCEPTANCE:** Vendors shall hold their price firm and subject to acceptance by Knox County for a period of 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(s) meeting specifications which presents the product or service that is in the best interest of Knox County. Knox County reserves the right to award this bid on an all-or-none basis, line-item basis, or schedule basis. Knox County reserves the right to make a multiple award. Knox County also reserves the right to not award this bid. The evaluation criteria are listed herein.
- 1.6 BID DELIVERY:** Knox County requires respondents, when hand delivering submittals, to time and date stamp the envelope before depositing it in the bid box. Knox County will not be responsible for any lost or misdirected mail sent by common carrier, nor will Knox County be responsible for submittals delivered to addresses or Suites other than the delivery address and Suite specified at the top of this solicitation. The time clock in the Procurement Division shall serve as the official record of time.

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

- 1.7 BUSINESS OUTREACH PROGRAM:** Knox County has established a Business Outreach Program which has the responsibility of increasing opportunity for small, minority and women owned businesses. This is being accomplished through community education programs, policy edification, active recruitment of interested businesses and process re-engineering.

Knox County is committed to ensuring full and equitable participation for all disadvantaged businesses. Knox County welcomes submittals from those disadvantaged businesses that have an interest in providing goods and/or services listed herein. In addition, Knox County strongly encourages the inclusion of disadvantaged businesses by non-disadvantaged Contractors who may wish to partner or subcontract portions of this agreement in order to accomplish the successful delivery of goods and/or services.

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

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

- 1.8 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 (1) exact copy. No copies are needed with an electronic bid response.
- 1.10 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.
- 1.11 DELIVERY:** Vendors must state the delivery time in their bids. Knox County requires that vendors deliver all products “free on board” destination.
- 1.12 DESCRIPTIVE LITERATURE:** Vendors, if bidding other than specified, must clearly identify the manufacturer and the specifications, to which they are submitting. Vendors must also provide descriptive literature with their bid.
- 1.13 ELECTRONIC TRANSMISSION OF BIDS:** Knox County's Procurement Division will accept, and strongly encourages, electronically transmitted bids through the County's online Procurement system. Facsimile and email submission are strictly prohibited. Knox County shall not be responsible for technical difficulties experienced by vendors trying to register or submit their bid electronically less than twenty-four (24) hours prior to the bid opening time.
- 1.14 HOW TO DO BUSINESS: HOW TO DO BUSINESS:** Knox County utilizes a web-based Procurement software system, “KnoxBuys”. The system provides our clients (vendors, county departments and the citizens of Knox County) with a more enhanced and end-user friendly means of accessing our services. The system allows for on-line vendor registration and maintenance, electronic receipt of purchase orders, on-line retrieval and submittal of quotes, bids and bids for our vendor-clients and on-line requisitioning and receiving for our county departments. In order for the County to maximize its investment and minimize the cost associated with office operations we need your help. When doing business with Knox County we are urging you to please go to our website at [www.knoxcounty.org/procurement](http://www.knoxcounty.org/procurement), register as a vendor in our on-line Procurement system, “KnoxBuys”, if you have not done so and whenever possible to conduct your business with the County through this site. If you have any questions, please contact the Procurement Division Representative listed in Section 1.1 of this document.
- 1.15 INCURRED COSTS:** Knox County will not be responsible for any costs incurred by bidder in the preparation of their bid.
- 1.16 MULTIPLE BIDS:** Knox County will consider multiple bids that meet specifications.
- 1.17 NON-COLLUSION:** Bidders, by submitting a signed bid, certify that the accompanying bid is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Tennessee or United States law.
- 1.18 PAYMENT METHOD:** Knox County utilizes two (2) methods of placing orders for products and/or services. The first is the use of Purchase Orders. These Purchase Orders will be issued from the Knox County Procurement Division via the method selected by the vendor during registration. The Purchase Order will detail the quantity, specific item(s) and the contracted price for each item.

The second method is the use of the Knox County Credit Card (VISA). Orders placed with the card will list the same information as the Purchase Order. Vendors will be given the card information and approval to process the transaction by the requesting department. Vendors must indicate in their bid response if the vendor will accept Knox County's Credit Card (VISA) as a form of payment. Bidders are prohibited to charge Knox County any type of merchant fee from their financial institution to accept this type of payment.

- 1.19 **POSSESSION OF WEAPONS:** All vendors and their employees and their agents are prohibited from possessing any weapons on Knox County property without prior written consent from the County. In the case of a vendor whose Contract requires possession of firearms or other weapons to successfully complete their Contract, vendor must provide personnel who are bonded to bear said weaponry.
- 1.20 **PROCESSING TIME FOR PAYMENT:** Vendors are advised that a minimum of thirty (30) days is required to process invoices for payment.
- 1.21 **PROOF OF FINANCIAL AND BUSINESS CAPABILITY:** Vendors must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. Knox County will make the final determination as to the vendor's ability.
- 1.22 **RECYCLING:** Knox County, in its continuing efforts to lessen the amount of landfill waste and to further recycling efforts, request that bids being submitted on paper shall:
- 1.22.1 Be submitted on recycled paper
  - 1.22.2 Not include pages of unnecessary advertising
  - 1.22.3 Be made on both sides of each sheet of paper
- 1.23 **RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS:** It is the responsibility of the prospective bidder to review the entire Invitation for Bid (IFB) packet and to notify the Procurement Division if the specifications are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the specifications or bidding procedures must be received in the Procurement Division by **March 6, 2023 @ 4:30 p.m.** local time. These requirements also apply to specifications that are ambiguous.
- 1.24 **SIGNING OF BIDS:** In order to be considered, all bids must be signed. Please sign the original in **blue ink**. By signing the bid document, the vendor acknowledges and accepts the terms and conditions stated in the bid document. When submitting electronically, the submission of the bid constitutes the acceptance of all terms and conditions and will legally bind the vendor to the County's request for goods/services and the vendor's subsequent response.
- 1.25 **TAXES:** Knox County purchases are not subject to taxation. Tax exemption certificates will be provided upon request.
- 1.26 **TITLE VI OF THE 1964 CIVIL RIGHTS ACT:** "Nondiscrimination in Federally Assisted Programs"—"No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." 42 U.S.C. Section 2000 et seq. It is the policy of Knox County Government that all its services and activities be administered in conformance with the requirements of Title VI.
- 1.27 **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.
- 1.28 **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.
- 1.29 **VENDOR REGISTRATION:** Prior to the opening of this bid, **ALL BIDDERS MUST** be registered with the Procurement Division. Please register on-line at our website at [www.knoxcounty.org/procurement](http://www.knoxcounty.org/procurement) and click on "KNOXBUYS," then, "Online Vendor Registration." 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.
- 1.30 **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; VENUE:** This agreement shall be exclusively construed, governed, and controlled by the Laws of the State of Tennessee without regard to principles of law, including conflicts of law, of any other jurisdiction, territory, country, and/or province. Any dispute arising out of or relating to this agreement shall exclusively be brought in the Chancery Court or the Circuit Court of Knox County, Tennessee. Each party consents to personal jurisdiction thereto and waives any defenses base on personal jurisdiction, venue, and inconvenient forum.
- 2.10 INCORPORATION:** All specifications, drawings, technical information, Invitation for Bid, Bid, Award and similar items referred to or attached or which are the basis for this Contract are deemed incorporated by reference as if set out fully herein.
- 2.11 INDEMNIFICATION—HOLD HARMLESS:** Contractor shall indemnify, defend, save and hold harmless Knox County, its officers, agents and employees from all suits, claims, actions or damages of any nature brought because of, arising out of, or due to breach of the agreement by Contractor, its subcontractors, suppliers, agents, or employees or due to any negligent act or occurrence or any omission or commission of Contractor, its subcontractors, suppliers, agents or employees.
- 2.12 INDEPENDENT CONTRACTOR:** Contractor shall acknowledge that it and its employees serve as independent contractors and that Knox County shall not be responsible for any payment, insurance or incurred liability.

- 2.13 INSPECTION AND ACCEPTANCE:** Warranty periods shall not commence until Knox County inspects and formally accepts the goods and/or services. The terms, conditions and timing of acceptance shall be determined by Knox County. Knox County reserves the right to reject any or all items or services not in conformance with applicable specifications, and Contractor assumes the costs associated with such nonconformance. Acceptance of goods or services does not constitute a waiver of latent or hidden defects or defects not readily detectable by a reasonable person under the circumstances.
- 2.14 IRAN DIVESTMENT ACT:** By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to Tennessee Code Annotated § 12-12-106.
- 2.15 LIMITATIONS OF LIABILITY:** In no event shall Knox County be liable for any indirect, incidental, consequential, special, or exemplary damages or lost profits, even if Knox County has been advised of the possibility of such damages.
- 2.16 NO BOYCOTT OF ISRAEL:** Pursuant to Tennessee Code Annotated Title 12, Chapter 4, Part 1, by submission of a response to this solicitation, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint response each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each proposer is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel.
- 2.17 NON-DISCRIMINATION AND NON-CONFLICT STATEMENT:** Contractor agrees that no person on the grounds of handicap, age, race, color, religion, sex, national origin, or any individual trait or characteristic found to be an illegal consideration shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this agreement, or in the employment practices of vendor. Contractor shall upon request show proof of such non-discrimination and shall post in conspicuous places available to all employees and applicants notices of non-discrimination. Contractor covenants that it complies with the Fair Wage and Hour Laws, the National Labor Relations Act, and other federal and state employment laws as applicable. Contractor covenants that it does not engage in any illegal employment practices.
- Contractor covenants that it has no public or private interest and shall not acquire directly or indirectly any interest that would conflict in any manner with the provision of its goods or performance of its services. Contractor warrants that no part of the total Contract amount provided herein shall be paid directly or indirectly to any officer or employee of Knox County as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor, or consultant to Contractor in connection with any goods provided or work contemplated or performed relative to the agreement.
- 2.18 ORDER OF PRECEDENCE:** In the event of inconsistent or conflicting provision of this Contract and referenced documents, the following descending order of precedence shall prevail: (1) Contract, (2) Invitation for Bid, (3) Bid, (4) Award, (5) Special Terms and Conditions, (6) General Terms and Conditions, (7) Specifications, (8) Drawings.
- 2.19 REMEDIES:** Knox County shall have all rights and remedies afforded under the U.C.C. and Tennessee law in Contract and in tort, including but not limited to rejection of goods, rescission, and right of set-off, refund, incidental, consequential, and compensatory damages and reasonable attorney's fees.
- 2.20 RIGHT TO INSPECT:** Knox County reserves the right to make periodic inspections of the manner and means the service is performed or the goods are supplied and warehoused.
- 2.21 SEVERABILITY:** If any provision of this Contract is declared illegal, void or unenforceable, the remaining provisions shall not be affected but shall remain in force and in effect.
- 2.22 TAX COMPLIANCE:** Pursuant to Resolution R-07-1-903 passed by the Commission of Knox County, Tennessee, Contractor hereby acknowledges, by submission of its bid or bid and signature, it is current in its respective Federal, State, County, and City taxes of whatever kind or nature, and is not delinquent in any way. Delinquent status must be disclosed or risk debarment by the Knox County Procurement Division
- 2.23 TERMINATION:** County may terminate this agreement with or without cause at any time upon thirty (30) calendar days' notice. In the event of termination by either party, fees due for services satisfactorily performed or goods accepted prior to the termination date shall be paid.

- 2.24 **WARRANTY:** Contractor warrants to Knox County that all items delivered and all services rendered shall conform to the specifications, drawings, bid and/or other descriptions furnished and/or incorporated by reference, and will be fit for the particular purpose purchased of merchantable quality, good workmanship, and free from defects. Contractor extends to Knox County all warranties allowed under the U.C.C. Contractor shall provide copies of warranties to the County upon request. Return of merchandise not meeting warranties shall be at Contractor's expense.

### SECTION III SPECIAL TERMS AND CONDITIONS

- 3.1 **INTENT:** The intent of these specifications is to obtain Pumping of Grease Traps for Knox County and the Knox County School Food Service Department. Award will be based on Best Value. Best Value means more than low cost. It includes the initial cost, service quality, and other factors detailed herein.
- 3.2 **ADDITIONS OR DELETIONS OF GOODS AND/OR SERVICES:** Knox County reserves the right to add or delete goods or services as the need arises. If items are to be added, Knox County and the Contractor will arrive at a mutually agreed price.
- 3.3 **AWARD STATUS:** Knox County intends to issue a one-year award. Upon the mutual agreement of the vendor and Knox County, the award may be extended four (4) additional years, one (1) year at a time. This may result in a total of five (5) years. The renewal option is at the discretion of the County. Should the County desire not to renew, no reason needs to be given. Knox County reserves the right to purchase these services from other sources if the need arises. Knox County reserves the right to revoke the award if a pattern of unavailability arises with the vendor.
- 3.4 **BID EVALUATION:** In evaluating the bids, Knox County reserves the right to use any or all of the ideas from the bids submitted without limitation and to accept any part or the entire successful bid in selecting an operation which is judged to be in the best interest of Knox County. All material submitted becomes the property of Knox County and is therefore considered an open document under the Public Records Act.
- 3.5 **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.
- 3.6 **CERTIFICATE OF INDEPENDENT PRICE DETERMINATION:** Attached is a Certificate of Independent Price Determination. All vendors must complete the form and submit it with their bid response. Vendors that do not submit the certificate will not be considered.
- 3.7 **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.
- 3.8 **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.
- 3.9 **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.

**3.10 CONTRACT EXECUTION:** The award of this bid will result in a Contract between Knox County and the successful vendor. The Knox County Procurement Division will draft this Contract and no vendor forms, (i.e. Terms and Conditions, service agreements, or standard company forms, etc.) will be accepted as Contract attachments.

**3.11 DRUG-FREE WORKPLACE:** If **Contractor** has five or more employees receiving pay: **Contractor** shall have a drug-free workplace program that complies with Title 50, Chapter 9 of the Code of Tennessee, shall obtain a certificate of compliance with the applicable portions of the Drug-Free Workplace Act from the Department of Labor and Workforce, and shall provide the Affidavit required by Public Acts, 2000, Chapter 918. **Contractor** shall ensure that it is in compliance with Public Acts, 2000, Chapter No. 918.

**3.12 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)

**3.13 EQUAL EMPLOYMENT OPPORTUNITY:** All contracts awarded in excess of \$10,000 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.

**3.14 EVALUATION CRITERIA:** The following criteria will be the basis for award.

<b>Cost</b>	<b>100 Points</b>
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**3.15 EVALUATION REVIEW:** Knox County reserves the right to use all pertinent information that might affect the County's judgment as to the appropriateness of an award to the best-evaluated vendor. This information may be appended to the bid evaluation process results. Information on a service provider from reliable sources, and not within the service provider's bid, may also be noted and made a part of the evaluation file. Knox County shall have sole responsibility for determining a reliable source. Knox County reserves the right to conduct written and/or oral discussions/interviews after the bid opening. The purpose of such discussions/interviews is to provide clarification and/or additional information to make an award which is in the best interest of Knox County.

**3.16 INSURANCE:** The successful Contractor(s) must carry the insurance as indicated on the Insurance Attachment hereto. As proof of the Contractor's willingness to obtain and maintain the insurance, the Contractor must complete, sign, and have its insurance agent sign the attachment and submit it with the bid response. Upon the Notification of Intent to Award, the successful Contractor(s) will be required to submit a Certificate of Insurance (COI) with the appropriate coverages and listing Knox County Government as an additional insured. It shall be the successful Contractor's responsibility to keep a current COI on file with Knox County Procurement at all times.

**3.17 LICENSING:** All Contractors must be properly licensed by the State of Tennessee and all other authorities having jurisdiction. **COPIES OF ALL SUCH LICENSES AND/OR PERMITS ARE TO BE SUBMITTED WITH THE BID. FAILURE TO SUBMIT COPIES OF SUCH MAY LEAD TO BID REJECTION.**

**3.18 NEW MATERIAL:** Unless specified otherwise in the bid package, the bidder must provide new supplies. 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.

**3.19 NEWS RELEASES BY VENDORS:** As a matter of policy, Knox County does not endorse the services of a contractor. A contractor will not make news releases concerning any resultant contract from this solicitation without the prior written consent from Knox County.

**3.20 NO CONTACT POLICY:** After the date and time that the vendor receives this solicitation, any contact initiated by any bidder with any Knox County representative, other than the Procurement Division representative listed herein, concerning this invitation for bid is strictly prohibited. Any such unauthorized contact may cause the disqualification of the bidder from this procurement transaction. Vendors may be required to sign an affidavit to this policy.

**3.21 PRICING:** Vendors are to quote a firm fixed price for the items noted herein. The price may not change during the term of the Contract. However, the vendor may request a price adjustment at each renewal period. A request for a price adjustment must be accompanied by proof of price adjustment to the vendor. Knox County reserves the right to accept or reject the price adjustment. If the price adjustment is rejected the vendor may:

- (1) Continue with the existing price.
- (2) Not accept the renewal offer.
- (3) Request a lower price increase.

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.

**3.22 QUANTITIES:** Knox County does not guarantee any quantities will be ordered under this solicitation. Items will be ordered on an as needed basis.

**3.23 REGULATION COMPLIANCE:** The Knox County Schools Food and Nutrition Department policy is in firm support of the provisions of the Equal Opportunity Act of 1975. The Knox County Schools Food and Nutrition Department, therefore, must be assured by the successful vendor in this bid that the institution is an equal opportunity employer according to the provisions of the Act. All Contracts will require compliance with the Clean Air Act issued under Section 306, Executive Order 11738.

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

A Certificate on Lobbying as well as a Debarment/Suspension Certificate must be signed for all contracts.

**3.24 SAFETY AND PROTECTION:** The Contractor shall be solely and completely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. Furthermore, the Contractor is solely responsible for the training of all their employees on all safety issues as required by OSHA regulations for the project. The Contractor shall take all necessary precautions for the safety of and shall provide the necessary protection to prevent injury to, all employees on the work site and other persons including but not limited to, the general public who may be affected thereby. All work is to be done as required as by OSHA, EPA and AHERA.

The Contractor shall be responsible for providing and for the placement of barricades, tarps, plastic, flag tape and other safety/traffic control equipment required to protect the public, surrounding areas, equipment, and vehicles.

The safety of the public is of prime concern to Knox County and all costs associated are the responsibility of the Contractor. Knox County does not assume any responsibility for the protection of or for loss of materials, from the time that the contract operations have commenced until the final acceptance of the work by the project manager. The Contractor is responsible for training their employees in Safety and Health Regulations for the job, assuring compliance with Tennessee Occupational Safety and Health Regulations and any other Regulatory Agency.



- 3.25 SAFETY EFFORTS:** The Contractor(s) must exercise caution at all times for the protection of persons and property. The safety provisions of applicable laws, building and construction codes must be observed. Machinery, equipment, and all other hazards must be guarded or eliminated in accordance with the safety provisions of the Manual of Accident Prevention in Construction to the extent that such provisions are not in contravention of applicable laws. This manual is published by the Associated General Contractors of America. The Contractor shall also comply with the requirements of the Occupational Safety and Health Act of 1970 and the revisions thereto.
- 3.26 SAFETY TRAINING:** The Contractor is responsible for training their employees in Safety and Health Regulations for the job, assuring compliance with Tennessee Occupational Safety and Health Regulations and any other regulatory agency.
- 3.27 SUBMIT QUESTIONS:** Prospective bidders may submit questions concerning this solicitation until **4:30 p.m. local time on March 6, 2023**. Submit questions as noted in Section 1.1.
- 3.28 USDA ASSURANCE STATEMENT:** The vendor hereby agrees that it will comply with:
- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.);
  - ii. Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.);
  - iii. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794);
  - iv. Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.);
  - v. Title II and Title III of the Americans with Disabilities Act (ADA) of 1990 as amended by the ADA Amendment Act of 2008 (42 U.S.C. 12131-12189);
  - vi. Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency." (August 11, 2000);
  - vii. All provisions required by the implementing regulations of the Department of Agriculture (USDA) (7 CFR Part 15 et seq.);
  - viii. Department of Justice Enforcement Guidelines (28 CFR Parts 35, 42 and 50.3);
  - ix. Food and Nutrition Service (FNS) directives and guidelines to the effect that, no person shall, on the grounds of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination under any program or activity for which the Program applicant receives Federal financial assistance from USDA; and hereby gives assurance that it will immediately take measures necessary to effectuate this Agreement.
  - x. The USDA non-discrimination statement that in accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs).
- This assurance is given in consideration of and for the purpose of obtaining any and all Federal financial assistance, grants, and loans of Federal funds, reimbursable expenditures, grant, or donation of Federal property and interest in property, the detail of Federal personnel, the sale and lease of, and the permission to use Federal property or interest in such property or the furnishing of services without consideration or at a nominal consideration, or at a consideration that is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale, lease, or furnishing of services to the recipient, or any improvements made with Federal financial assistance extended to the Program applicant by USDA. This includes any Federal agreement, arrangement, or other contract that has as one of its purposes the provision of cash assistance for the purchase of food, and cash assistance for purchase or rental of food service equipment or any other financial assistance extended in reliance on the representations and agreements made in this assurance.
- 3.29 VENDOR CONDUCT:** Vendors are hereby notified that the Knox County Procurement Division has necessary and proper procedures to procure equipment for the user departments of Knox County Government. Vendors are hereby cautioned that placing any equipment prior to the issuance of a purchase order or credit card order constitutes a violation of that procedure and may result in the vendor being debarred for a minimum period of twelve (12) months. User departments are not authorized to sign any vendors' agreements.

## SECTION IV SPECIFICATIONS

- 4.1 SCOPE OF WORK:** Knox County desires to have the grease traps at the attached list of places (Attachment A) pumped according to the frequency provided. Bidders must complete Attachment A and return with their bid. If responding electronically, bidders must attach Attachment A with their electronic response.
- 4.2 REPORTING:** Vendor must submit a written report to the Knox County School Food Service Central Office showing:
- The amount of sludge pumped into the truck at each school
  - The amount of sludge pumped at the treatment plant
  - The total capacity of the tank on the truck
- The Hallsdale-Powell Utility District requires a record of services performed at each of the schools in their district.
- 4.3 DISPOSAL:** The sludge must be disposed at a place approved by the Tennessee Department of Public Health.
- 4.4 PERMIT:** Vendor must have and maintain a current discharge permit from the Wastewater Control System of the City of Knoxville.
- 4.5 SCHEDULING:** Contractor must schedule the pumping of grease traps with the designated Knox County School Nutrition representative(s). Ideally, the service will be provided either early morning or after school in order to minimize disruption of the school day. Contact information will be given after Contract execution.

**SECTION V VENDOR INFORMATION****BID 3379 PUMPING OF GREASE TRAPS**

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

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

5.3 Vendor address \_\_\_\_\_

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

5.4 Telephone number \_\_\_\_\_ Fax number \_\_\_\_\_

E-mail address \_\_\_\_\_

5.5 Contact person \_\_\_\_\_

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

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

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

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

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

5.8 Did you include the correct number of copies as per Section 1.9? \_\_\_\_\_ Yes \_\_\_\_\_ No

5.9 Will you accept payment via E-commerce card (VISA) as per Section 1.18? \_\_\_\_\_ Yes \_\_\_\_\_ No

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

5.11 Did you include the Insurance Checklist as per Section 3.16? \_\_\_\_\_ Yes \_\_\_\_\_ No

5.12 Did you attach a copy of current permit from the Wastewater Control System of the City of Knoxville?  
\_\_\_\_\_ Yes \_\_\_\_\_ No

5.13 Did you attach all required certificates/affidavits? \_\_\_\_\_ Yes \_\_\_\_\_ No

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

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

5.15 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:

\_\_\_\_\_

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

**ATTACHMENT A PRICING, BID #3379 PUMPING OF GREASE TRAPS**      Vendor Name: \_\_\_\_\_  
**\*NOTE: If responding electronically, these pricing sheets must be attached with your electronic response.**

School	Address	Frequency	Size of Grease Trap	Cost Per Each Pumping	Total Yearly Cost
A.L. LOTTS	9320 WESTLAND DR. 37922	EVERY 3 MONTHS	2000 Gallons		
ADRIAN BURNETT	4521 BROWN GAP RD 37916	EVERY 3 MONTHS	2 Tanks, 1500 Gallons Each		
AMHERST	5101 SCHAAD RD 37931	EVERY 3 MONTHS	2 Tanks, 1000 Gallons Each		
AUSTIN EAST	2800 MARTIN LUTHER KING 37914	EVERY 3 MONTHS	2 Tanks, 1000 Gallons Each		
BALL CAMP	9801 MIDDLEBROOK PIKE 37931	EVERY 3 MONTHS	1500 Gallons		
BEARDEN ELEMENTARY	5717 KINGSTON PIKE 37919	EVERY 3 MONTHS	1000 Gallons		
BEARDEN HIGH	8352 KINGSTON PIKE 37919	EVERY 3 MONTHS	4000 Gallons		
BEARDEN MIDDLE	1000 FRANCIS RD 37909	EVERY 3 MONTHS	3000 Gallons		
BEAUMONT	1211 BEAUMONT AVE 37921	EVERY 3 MONTHS	1000 Gallons		
BELLE MORRIS	2308 WASHINGTON PIKE 37917	EVERY 3 MONTHS	1000 Gallons		
BLUE GRASS	8901 BLUE GRASS RD 37922	EVERY 3 MONTHS	2000 Gallons		
BONNY KATE	7608 MILLER MILL PIKE 37920	EVERY 3 MONTHS	3000 Gallons		
BRICKEY-MCCLOUD	1810 DRY GAP RD 37918	EVERY 3 MONTHS	1500 Gallons		

CARTER ELEMENTARY	9304 COLLEGE LANE 37871	EVERY 3 MONTHS	2 Tanks, 1500 Gallons Each		
CARTER HIGH	210 CARTER SCHOOL ROAD 37831	EVERY 3 MONTHS	2000 Gallons		
CARTER MIDDLE	204 CARTER SCHOOL ROAD 37831	EVERY 3 MONTHS	1500 Gallons		
CEDAR BLUFF ELEMENTARY	705 N. CEDAR BLUFF 37923	EVERY 3 MONTHS	2 Tanks, 1500 Gallons Each		
CEDAR BLUFF MIDDLE	707 N. CEDAR BLUFF 37923	EVERY 3 MONTHS	1000 Gallons		
CENTRAL HIGH	5321 JACKSBORO PIKE 37918	EVERY 3 MONTHS	3000 Gallons		
CHILHOWEE	5005 ASHEVILLE HWY 37914	EVERY 3 MONTHS	1000 Gallons		
CHRISTENBERRY	927 OGLEWOOD RD 37919	EVERY 3 MONTHS	3000 Gallons		
COPPER RIDGE	2502 BRUSHY VALLEY RD	EVERY 3 MONTHS	2500 Gallons		
CORRYTON	7200 CORRYTON RD 37721	EVERY 3 MONTHS	900 Gallons		
CORRYTON-INSIDE	7200 CORRYTON RD 37721	EVERY 3 MONTHS	25 Gallons		
DOGWOOD	705 TIPTON RD 37920	EVERY 3 MONTHS	3000 Gallons		
EAST KNOX COUNTY	9315 RUTLEDGE PIKE MASCOT,TN 37806	EVERY 3 MONTHS	1500 Gallons		
FAIR GARDEN	400 FERN ST 37914	EVERY 3 MONTHS	2000 Gallons		
FARRAGUT HIGH	11237 KINGSTON PIKE 37922	EVERY 3 MONTHS	2 Tanks, 20 Gallons Each, 1 Tank, 30 Gallons		

FARRAGUT INT/MIDDLE	208 WEST END AVE 37934	EVERY 3 MONTHS	2000 Gallons		
FARRAGUT PRIMARY	509 CAMPBELL STATION RD 37922	EVERY 3 MONTHS	2000 Gallons		
FORT SANDERS	501 21ST STREET 37916	EVERY 3 MONTHS	25 Gallons		
FOUNTAIN CITY	2910 MONTBELLE DR 37918	EVERY 3 MONTHS	1000 Gallons		
FULTON HIGH	2509 N. BROADWAY 37917	EVERY 3 MONTHS	1000 Gallons		
FULTON HIGH -INSIDE	2509 N. BROADWAY 37917	EVERY 3 MONTHS	50 Gallons		
GAP CREEK	1920 KIMBERLIN HEIGHTS RD 37920	EVERY 3 MONTHS	1500 Gallons		
GIBBS ELEMENTARY	7715 TAZEWELL PIKE 37721	EVERY 3 MONTHS	2 Tanks, 1500 Gallons Each		
GIBBS HIGH	7628 TAZEWELL PIKE 37721	EVERY 3 MONTHS	1000 Gallons		
GIBBS MIDDLE	7625 TAZEWELL PIKE 37721	EVERY 3 MONTHS	1500 Gallons		
GREEN MAGNET	801 TOWNVIEW DR 37915	EVERY 3 MONTHS	1500 Gallons		
GRESHAM MIDDLE	500 GRESHAM ROAD 37918	EVERY 3 MONTHS	1000 Gallons		
HALLS ELEMENTARY	7502 ANDERSONVILLE PIKE 37938	EVERY 3 MONTHS	50 Gallon		
HALLS HIGH	4321 E. EMORY RD 37938	EVERY 3 MONTHS	1000 Gallons		
HALLS MIDDLE	4317 E. EMORY RD. 37938	EVERY 3 MONTHS	1500 Gallons		
HARDIN VALLEY ACADEMY	11345 HARDIN VALLEY RD 37932	EVERY 3 MONTHS	3000 Gallons		
HARDIN VALLEY ELEMENTARY	11445 HARDIN VALLEY RD 37932	EVERY 3 MONTHS	2 Tanks, 1500 Gallons Each		
HARDIN VALLEY MIDDLE	2280 STEELE RD 37932	EVERY 3 MONTHS	3000 Gallons		

HOLSTON	600 CHILHOWEE DR 37924	EVERY 3 MONTHS	1500 Gallons		
INSKIP	4701 HIGH SCHOOL RD 37912	EVERY 3 MONTHS	2000 Gallons		
KAEC	5719 KINGSTON PIKE 37919	EVERY 3 MONTHS	1000 Gallons		
KARNS ELEMENTARY	8108 BEAVER RIDGE RD 37931	EVERY 3 MONTHS	1500 Gallons		
KARNS HIGH	2710 BYINGTON-SOLWAY RD 37931	EVERY 3 MONTHS	3000 Gallons		
KARNS MIDDLE	2925 GREG HENDRIX RD 37931	EVERY 3 MONTHS	1000 Gallons		
KARNS PRESCHOOL	8109 BEAVER RIDGE RD 37931	EVERY 3 MONTHS	30 Gallons		
L&N STEM ACADEMY	401 HENLEY ST 37902	EVERY 3 MONTHS	25 Gallons		
LONSDALE	1317 LOUISIANA AVE 37921	EVERY 3 MONTHS	2 Tanks, 1500 Gallons Each		
MAYNARD ELEMENTARY	737 COLLEGE ST 37921	EVERY 3 MONTHS	1500 Gallons		
*MILL CREEK ELEMENTARY	TBD	EVERY 3 MONTHS	2 Tanks, 1500 Gallons Each		
MOORELAND HEIGHTS	5315 MAGAZINE RD 37920	EVERY 3 MONTHS	2000 Gallons		
MT. OLIVE	2507 MARYVILLE PIKE SW 37920	EVERY 3 MONTHS	900 Gallons		
NEW HOPEWELL	757 KIMBERLIN HEIGHTS RD 37920	EVERY 3 MONTHS	2500 Gallon		
NORTHSHORE ELEMENTARY	1889 THUNDERHEAD RD 37922	EVERY 3 MONTHS	2 Tanks, 1500 Gallons Each		
NORTHWEST MIDDLE	5301 PLEASANT RIDGE RD 37912	EVERY 3 MONTHS	3000 Gallons		
NORWOOD	1909 MERCHANTS RD 37912	EVERY 3 MONTHS	1500 Gallons		

PLEASANT RIDGE	3013 WALNOAKS RD 37921	EVERY 3 MONTHS	1500 Gallons		
POND GAP	1401 HOLLYWOOD DR 37909	EVERY 3 MONTHS	3000 Gallons		
POWELL ELEMENTARY	1711 SPRING STREET 37849	EVERY 3 MONTHS	2500 Gallons		
POWELL HIGH	2136 W. EMORY RD 37849	EVERY 3 MONTHS	800 Gallons		
RICHARD YOAKLEY	4415 WASHINGTON PIKE 37917	EVERY 3 MONTHS	2000 Gallons		
RIDGEDALE ELEM. INSIDE	4600 RIDGEDALE RD 37921	EVERY 3 MONTHS	3000 Gallons		
RITTA	6228 WASHINGTON PIKE 37918	EVERY 3 MONTHS	1000 Gallons		
ROCKY HILL	120 MORRELL RD 37919	EVERY 3 MONTHS	800 Gallons		
SARAH MOORE GREEN	3001 BROOKS RD. 37919	EVERY 3 MONTHS	2000 Gallons		
SEQUOYAH	942 SOUTHGATE RD 37919	EVERY 3 MONTHS	1000 Gallons		
SHANNONDALE	5316 SHANNONDALE RD 37918	EVERY 3 MONTHS	1500 Gallons		
SOUTH DOYLE HIGH	2020 TIPTON STATION RD 37920	EVERY 3 MONTHS	3000 Gallons		
SOUTH DOYLE MIDDLE	3900 DECATUR RD 37920	EVERY 3 MONTHS	800 Gallons		
SOUTH KNOX ELEMENTARY	801 SEVIER AVE 37920	EVERY 3 MONTHS	3000 Gallons		
SPRING HILL	4711 MILDRED DR. 37914	EVERY 3 MONTHS	1000 Gallons		
STERCHI	900 OAKLETT DR 37912	EVERY 3 MONTHS	1500 Gallons		
STERCHI - INSIDE	900 OAKLETT DR 37912	EVERY 3 MONTHS	40 Gallons		
SUNNYVIEW	412 BAGWELL LANE 37924	EVERY 3 MONTHS	1500 Gallons		
VINE MIDDLE	1807 MARTIN LUTHER KING JR. AVE 37915	EVERY 3 MONTHS	1500 Gallons		
WEST HAVEN	3620 SISK RD 37921	EVERY 3 MONTHS	2000 Gallons		



WEST HIGH	3300 SUTHERLAND AVE 37919	EVERY 3 MONTHS	3000 Gallons		
WEST HILLS	409 VANOSDALE RD 37909	EVERY 3 MONTHS	3000 Gallons		
WEST VALLEY MIDDLE	9118 GEORGE WILLIAMS RD 37922	EVERY 3 MONTHS	1500 Gallons		
WEST VIEW ELEMENTARY	1714 MINGLE AVE 37921	EVERY 3 MONTHS	1000 Gallons		
WHITTLE SPRINGS	2700 WHITE OAK LANE 37917	EVERY 3 MONTHS	1500 Gallons		

**\*NOTE: Currently, the opening of Mill Creek Elementary is scheduled for the 2023-24 School Year.**

**ATTACHMENT B  
KNOX COUNTY PROCUREMENT DIVISION  
INSURANCE CHECKLIST  
BID NUMBER 3379**

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

REQUIRED:	NUMBER	TYPE OF COVERAGE	COVERAGE LIMITS																																																
YES	1.	WORKERS COMPENSATION	STATUTORY LIMITS OF TENNESSEE																																																
YES	2.	EMPLOYERS LIABILITY	\$100,000 PER ACCIDENT \$100,000 PER DISEASE \$500,000 DISEASE POLICY LIMIT																																																
YES	3.	<div style="text-align: center;">AUTOMOBILE LIABILITY</div> <table border="1" style="margin: auto; border-collapse: collapse;"> <tr> <td style="width: 30px; text-align: center;">X</td> <td style="width: 150px;">ANY AUTO-SYMBOL (1)</td> <td style="width: 30px;"></td> </tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> </table>	X	ANY AUTO-SYMBOL (1)																	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%;">COMBINE SINGLE LIMIT (Per -Accident)</td> <td style="width: 30%; text-align: center;">\$1,000,000</td> </tr> <tr> <td>BODY INJURY (Per -Person)</td> <td> </td> </tr> <tr> <td>BODY INJURY (Per-Accident)</td> <td> </td> </tr> <tr> <td>PROPERTY DAMAGE (Per-Accident)</td> <td> </td> </tr> </table>	COMBINE SINGLE LIMIT (Per -Accident)	\$1,000,000	BODY INJURY (Per -Person)		BODY INJURY (Per-Accident)		PROPERTY DAMAGE (Per-Accident)																							
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YES	4.	<div style="text-align: center;">COMMERCIAL GENERAL LIABILITY</div> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30px;"></td> <td style="width: 150px; text-align: center;">CLAIM MADE</td> <td style="width: 30px; text-align: center;">X</td> <td style="width: 30px; text-align: center;">OCCUR</td> <td style="width: 30%;">EACH OCCURRENCE</td> <td style="width: 30%; text-align: center;">LIMITS</td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td>FIRE LEGAL LIABILITY</td> <td style="text-align: center;">\$ 100,000</td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td>MED EXP (Per person)</td> <td style="text-align: center;">\$ 5,000</td> </tr> <tr> <td> </td> <td colspan="3" style="text-align: center;">GEN'L AGGREGATE LIMITS APPLIES PER</td> <td>PERSONAL &amp; ADV INJURY</td> <td style="text-align: center;">\$ 1,000,000</td> </tr> <tr> <td> </td> <td style="text-align: center;">POLICY</td> <td style="text-align: center;">X</td> <td style="text-align: center;">PROJECT</td> <td style="text-align: center;">LO C</td> <td>GENERAL AGGREGATE</td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td style="text-align: center;">\$ 2,000,000</td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td>PRODUCTS-COMPLETED OPERATIONS/AGGREGAT E</td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td style="text-align: center;">\$ 2,000,000</td> </tr> </table>		CLAIM MADE	X	OCCUR	EACH OCCURRENCE	LIMITS					FIRE LEGAL LIABILITY	\$ 100,000					MED EXP (Per person)	\$ 5,000		GEN'L AGGREGATE LIMITS APPLIES PER			PERSONAL & ADV INJURY	\$ 1,000,000		POLICY	X	PROJECT	LO C	GENERAL AGGREGATE						\$ 2,000,000						PRODUCTS-COMPLETED OPERATIONS/AGGREGAT E						\$ 2,000,000	
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YES	5.	PREMISES/OPERATIONS	\$1,000,000 CSL BI/PD EACH OCCURRENCE \$2,000,000 ANNUAL AGGREGATE																																																
YES	6.	INDEPENDENT CONTRACTOR	\$1,000,000 CSL BI/PD EACH OCCURRENCE \$1,000,000 ANNUAL AGGREGATE																																																
YES	7.	CONTRACTUAL LIABILITY (MUST BE SHOWN ON CERTIFICATE)	\$1,000,000 CSL BI/PD EACH OCCURRENCE \$1,000,000 ANNUAL AGGREGATE																																																
YES	8.	XCU COVERAGE	NOT TO BE EXCLUDED																																																
YES	9.	UMBRELLA LIABILITY COVERAGE	\$1,000,000																																																
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\$1,000,000 PER OCCURRENCE/CLAIM																																																			
NO	11.	MISCELLANEOUS E & O	\$500,000 PER OCCURRENCE/CLAIM																																																
NO	12.	MOTOR CARRIER ACT ENDORSEMENT	\$1,000,000 BI/PD EACH OCCURRENCE UNINSURED MOTORIST (MCS-90)																																																
NO	13.	MOTOR CARGO INSURANCE																																																	
NO	14.	GARAGE LIABILITY	\$1,000,000 BODILY INJURY, PROPERTY DAMAGE PER OCCURRENCE																																																
NO	15.	GARAGEKEEPER'S LIABILITY	\$500,000 COMPREHENSIVE \$500,000 COLLISION																																																
NO	16.	INLAND MARINE BAILEE'S INSURANCE	\$																																																
NO	17.	DISHONESTY BOND	\$																																																
NO	18.	BUILDERS RISK	PROVIDE COVERAGE IN THE FULL AMOUNT OF THE CONTRACT UNLESS PROVIDED BY OWNER.																																																
NO	19.	USL&H	FEDERAL STATUTORY LIMITS																																																

20. Carrier rating shall be Best's Rating of A-VII or better or its equivalent.
21. The County shall be named as an additional insured on all policies except Workers' Compensation and Auto.
22. Certificate of Insurance shall show the bid number and title.
23. Other insurance required \_\_\_\_\_.

**Insurance Agent's Statement And certification:** I have reviewed the above requirements with the Bidder named below have advised the Proposer 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.

Proposer Name: \_\_\_\_\_ Authorizing Signature: \_\_\_\_\_

**Attachment C**

**Non-Collusion Affidavit**

State of \_\_\_\_\_

County of \_\_\_\_\_

\_\_\_\_\_, being first duly sworn, deposes and says that:

(1) He/she is the \_\_\_\_\_ of \_\_\_\_\_, the firm that has submitted the attached Bid;

(2) He/she is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham Bid;

(4) Neither the said firm nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other vendor, firm or person to submit collusive or sham bid in connection with the contract or agreement for which the attached Bid has been submitted or to refrain from making a bid in connection with such contract or agreement, or collusion or communication or conference with any other firm, or to fix any overhead, profit, or cost element of the bid price or the bid price of any other firm, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against Knox County or any person interested in the proposed contract or agreement; and

(5) The proposal of service outlined in the Bid is fair and proper and is not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the firm or any of its agents, representatives, owners, employees, or parties including this affiant.

(6) Signed \_\_\_\_\_

Title \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Title

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

**ATTACHMENT D**  
**AFFIDAVIT OF COMPLIANCE**  
**WITH**  
**DRUG-FREE WORKPLACE REQUIREMENTS OF**  
**TENNESSEE CODE ANNOTATED, § 50-9-113**

(To be submitted with bid by contractor with 5 or more employees)

I, \_\_\_\_\_, president or other Principal  
Officer of \_\_\_\_\_, swear or affirm that the  
Name of Company

Company has a drug-free workplace program that complies with Title 50, Chapter 9, Tennessee Code Annotated, 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, § 50-9-113.

\_\_\_\_\_  
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: \_\_\_\_\_



## Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

*The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552a, as amended). This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, and 2 CFR §§ 180.300, 180.335, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880. Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.*

*According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0505-0027. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The provisions of appropriate criminal or civil fraud, privacy, and other statutes may be applicable to the information provided.*

***(Read instructions on page two before completing certification.)***

- A. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;
- B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ORGANIZATION NAME

PR/AWARD NUMBER OR PROJECT NAME

NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S)

SIGNATURE

DATE

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotope, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [How to File a Program Discrimination Complaint](#) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: [program.intake@usda.gov](mailto:program.intake@usda.gov).

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

**Instructions for**  
**Certification**

- (1) By signing and submitting this form, the prospective lower tier participant is providing the certification set out on page 1 in accordance with these instructions.
- (2) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
- (3) The prospective lower tier participant must provide immediate written notice to the person(s) to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (4) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549, at 2 CFR Parts 180 and 417. You may contact the Department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- (5) The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it may not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department or agency with which this transaction originated.
- (6) The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- (7) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the General Services Administration's System for Award Management Exclusions database.
- (8) Nothing contained in the foregoing shall be construed to require establishment of a system of records to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (9) Except for transactions authorized under paragraph (5) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the Department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

## ATTACHMENT F

### 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 G

### Certificate of Independent Price Determination

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

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

(B) Each person signing this offer certifies that:

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

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Signature of Vendor's Authorized Representative

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Title

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Date

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

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Signature of Vendor's Agent Authorized Representative

**AFFIDAVIT OF COMPLIANCE**

**WITH**

**TENNESSEE CRIMINAL HISTORY RECORDS CHECK**

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

(To be submitted with bid by contractor)

I, \_\_\_\_\_, President or other Principal

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

Name of Company

Company is in compliance with Public Chapter 587 of 2007, codified a 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: \_\_\_\_\_