

The Procurement Division of Knox County, Tennessee will receive sealed bids for the provision of **Milk and Milk Products for Knox County Schools** as specified herein. Bids must be received by **2:00 p.m. on April 3, 2023**. Late bids will be neither considered nor returned.

**Deliver Bids To:**  
**Bid Number 3387**  
**Knox County Procurement Division**  
**Suite 100, 1000 North Central Street**  
**Knoxville, Tennessee 37917**

**The Bid Envelope must show the Company Name, Bid Number, Name and 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 ninety (90) business days from the date of the bid opening, unless otherwise indicated in their bid.

**1.3 ALTERNATIVE BIDS:** Knox County will not accept alternate bids (those not equal to specifications) unless authorized by the Invitation for Bid.

**1.4 AUDIT HOTLINE:** Knox County has established an Audit Hotline to report potential fraud and waste. To report potential fraud, waste, or abuse, please call or 1-866-858-4443 (toll-free). You can also file a report online by accessing <http://www.knoxcounty.org/hotline/index.php>.

**Vendors are hereby cautioned that this Audit Hotline does not replace the Award Protest Procedures found in Section VI, Item M of the Knox County Procurement Regulations.**

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

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

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

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

Knox County Procurement Division  
Diane Woods, Business Outreach  
Administrator Telephone: 865.215.5760  
Fax: 865.215.5778  
Email: [diane.woods@knoxcounty.org](mailto:diane.woods@knoxcounty.org)

- 1.9 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 closures:
- 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.
- 1.10 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.
- 1.11 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.
- 1.12 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 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" (FOB) to the Knox County School location.
- 1.14 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.
- 1.15 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 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.
- 1.16 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 proposals for our vendor-clients and on-line requisitioning and receiving for our county departments. In order for the County to maximize its investment and minimize the cost associated with office operations we need your help. When doing business with Knox County we are urging you to please go to our website at [www.knoxcounty.org/procurement](http://www.knoxcounty.org/procurement), register as a vendor in our on-line Procurement system, "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.

- 1.17 INCURRED COSTS:** Knox County will not be responsible for any costs incurred by the bidder in the preparation of their bid.
- 1.18 MULTIPLE BIDS:** Knox County will consider multiple bids that meet specifications.
- 1.19 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.
- 1.20 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.
- 1.21 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.
- 1.22 PROCESSING TIME FOR PAYMENT:** Vendors are advised that a minimum of thirty (30) days is required to process invoices for payment.
- 1.23 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.
- 1.24 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
- 1.25 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](http://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 subcontractors and its employees that perform any services at Knox County Schools must submit to 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; 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 based 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, 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, 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) Item Description, (2) Invitation for Bid, (3) Bid, (4) Award, (5) Special Terms and Conditions, (6) General Terms and Conditions, (7) Specifications, (8) Drawings.
- 2.19 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 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.
- 2.23 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.
- 2.24 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 SCOPE OF WORK:** This solicitation is to convey to vendors the quality and type of Milk and Milk Products required by the Knox County School Nutrition Program. Knox County Schools currently enrolls approximately 60,000 students and offers breakfast and lunch programs to all students.
- 3.2 ACCEPTANCE:** Bidders are advised that the payment of an invoice does not necessarily constitute as an acceptance of goods and/or services that are provided. Acceptance requires a specific written action by Knox County so stating.
- 3.3 ADDITIONS AND DELETIONS:** The Knox County Schools Food and Nutrition Department reserves the right to add or delete any item or school location during the period of this Contract. Prices for items added must be submitted to the Knox County School Nutrition Department and to the Knox County Procurement Division for acceptance. Knox County will obtain pricing to determine if suggested pricing is in a competitive range. Knox County reserves the right to use multiple methods to seek competitive pricing (e.g. internet, formal quotes, vendor catalogs, etc.). Upon acceptance, the price will remain in effect until the next allowable price adjustment.
- 3.4 AUDITS:** Audits may be required of a vendor's cost records as follows:
- Prior to award of Contract on items supported by a third-party invoice for bid confirmation
  - Quarterly
  - At any time monthly price reviews indicate that a problem may exist

The vendor shall be given notice of the intent of the Knox County School Nutrition Program to conduct an audit as follows:

- The date shall be scheduled a minimum of one month in advance
- A list of items and dates of price changes shall be given three (3) working days in advance

The vendor shall provide acceptable documentation as follows:

- Supplier's invoices
- Freight bills
- Perpetual inventory records
- Market bulletins – used for distributor items and inner company billing items when price change occurs

Note: Recurring or excessive pricing errors may result in contract termination.

- 3.5 AWARD LENGTH:** The length of this contract will be for one (1) year with the option to renew upon mutual consent of both parties. The term agreement may be renewed for four (4) additional one (1) year periods for a total of five (5) years. 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 BIDDER OBLIGATION:** Bidder(s) shall become fully acquainted with conditions relating to the scope and restriction attending the execution of the work under this Invitation for Bid. The failure or omission of a bidder to become acquainted with existing conditions shall in no way relieve the bidder of any obligations with respect to this IFB or to the Contract.
- 3.7 BID EVALUATION:** In evaluating the bids, Knox County reserves the right to use any or all of the ideas from the bids submitted without limitation and to accept any part or the entire successful bid in selecting an operation which is judged to be in the best interest of Knox County. All material submitted becomes the property of Knox County and is therefore considered an open document under the Public Records Act.
- 3.8 BID EXPENSES:** Expenses for developing the bids are entirely the responsibility of the bidder and shall not be chargeable in any manner to Knox County.
- 3.9 BILLING FOR SCHOOLS:** Invoices shall be submitted in duplicate to the Knox County Schools Food and Nutrition Department, 505 Summer Place, UTT 5<sup>th</sup> Floor, Knoxville, TN 37902 and shall contain the following information: purchase order number, item number, item description, quantity, and unit price. Extended totals and applicable discounts noted for items delivered. All terms and discounts must be listed on the invoice.

A separate statement for each school location will be prepared monthly. Accounts will close on the last day of the month. Invoices must be delivered or sent each week and statements will be forwarded no later than the three (3) business days after the end of each month to the attention of Knox County Schools Food and Nutrition Department.

Each statement must contain the following:

- Name of school location
- Total of each individual invoiced delivery for the month
- Total of aggregate invoiced deliveries for the month
- Total of all credits from shortages or damaged products for the month

Failure to enter the above information on the invoice may cause a delay in payment. Payment shall be made on partial deliveries accepted by the Knox County Schools Food and Nutrition Department.

- 3.10 BUY AMERICAN REQUIREMENT CERTIFICATE:** Knox County Schools Nutrition Department participates in the National School Lunch Program and the School Breakfast Program and is required to use the nonprofit food service funds, to the maximum extent practicable, to buy domestic commodities or products for program meals. A “domestic commodity or product” is defined as one that is either produced in the United States or is processed in the United States substantially using agricultural commodities that are produced in the United States as provided in 7 CFR Part 210.21(d). Exceptions to the Buy American provision are very limited; however, an alternative or exception may be approved upon request. To be considered for the alternative or exception, the request must be completed using the “Buy American Certification Form” and submitted with the bid. If a request for an exception occurs after time of bid and during the contract period, it must be submitted in writing to Brett Foster, Executive Director of School Nutrition at [brett.foster@knoxschools.org](mailto:brett.foster@knoxschools.org), a minimum of 5 day(s) in advance of delivery. Failure to complete and sign the Buy American Certification form and include it with the bid response will be considered a non-responsive bid.



- 3.11 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION:** Attached is a Certificate of Independent Price Determination. All Vendors must complete the form and submit with their bid response. Vendors that do not submit the certificate will not be considered.
- 3.12 CERTIFICATE REGARDING DEBARMENT:** Attached is a Debarment Certification. All vendors must complete the form and submit it with their bid response grouped within Section V Vendor Information. Vendors that do not submit the certificate will not be considered.
- 3.13 CERTIFICATE OF RESTRICTIONS ON LOBBYING:** Attached is a Certificate of Restrictions on Lobbying. All vendors must complete the form and submit it with their bid response grouped within Section V Vendor Information. Vendors that do not submit the certificate will not be considered.
- 3.14 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 vendor. 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.
- 3.15 CLEAN AIR ACT AND FEDERAL WATER POLLUTION ACT:** Vendor shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000).
- 3.16 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.
- 3.17 COMPUTER ORDER ENTRY SYSTEM:** If vendor has an internet-based ordering system, vendor must provide, upon request, details of the system. Please complete the attached Computer Order Entry System Form, regarding your computer order entry system. Participating schools may or may not wish to order electronically.



- 3.18 CONTACT PERSONNEL:** It shall be essential to the success of this Contract to develop a good working relationship with the successful proposer. It is imperative that the Knox County account be handled efficiently and professionally. Knox County should be assigned no more than two (2) vendor contacts to handle billing inquiries and service-related issues. In the event one or both contacts leave the Knox County account, the successful proposer shall formally introduce the new contacts to Knox County personnel. These contacts must be knowledgeable of the Knox County account so as to avoid any interruption of service.
- 3.19 DELIVERY:** Deliveries must be made to each school between the hours of 6:00 a.m. and 2:00 p.m. (local time). The vendor must keep informed of emergency school closings (i.e. snow, ice, etc.). When schools are closed due to an emergency, the delivery will be made on the next day that schools are reopened, unless notified otherwise. School closings are announced on local media via television and radio. Deliveries are to be made FOB destination to each school.
- 3.20 DELIVERY FAILURES:** Failure of a vendor to deliver within the time specified, or within a reasonable time as interpreted by Knox County, or failure to make replacements of rejected items when so requested, immediately or as directed by Knox County, shall constitute authority for Knox County to purchase in the open market items of comparable grade to replace the items rejected or not delivered. On all such purchases the vendor shall reimburse Knox County, within a reasonable time specified by Knox County, for any expense incurred in excess of the contract price.
- 3.21 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).
- 3.22 EQUAL EMPLOYMENT OPPORTUNITY:** All contracts awarded in excess of \$100,000 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 Department of Labor Regulations (41 CFR, Part 60).
- 3.23 EVALUATION CRITERIA:** Each schedule will be evaluated separately using the following evaluation criteria. Please reference section 3.38 for minimum requirements, to be considered for cost evaluation.

**Cost**

**100 points**

- 3.24 EVALUATION REVIEW:** Knox County reserves the right to use all pertinent information (also learned from sources other than disclosed in the IFB process) that might affect the County's judgment as to the appropriateness of an award to the best evaluated vendor. This information may be appended to the bid evaluation process results. Information on a service provider from reliable sources, and not within the service provider's bid, may also be noted and made a part of the evaluation file. Knox County shall have the 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.
- 3.25 FOOD LAWS AND STANDARDS:** All foods must be made and processed under the best possible sanitary conditions, in an USDA inspected plant and in strict accordance with city, county, state and Nature Pure Food Laws and Health regulations. All food must conform in every respect to the provisions of the Federal Food and Drug Act of June 30, 1906, and amendments hereto and subsequent decisions of the U.S. Department of Agriculture. It must be emphasized and clearly understood by all processors that the food delivered must be wholesome and of the quality designated for the ultimate consumer is the school children.
- 3.26 FORCE MAJEURE:** Knox County recognizes that national and/or international occurrences, unforeseen, and beyond the control of the vendor may impact distributor costs. The pricing of this bid is to be based upon known and calculated expenses, therefore should unexpected occurrences (i.e. natural disasters, drought, acts of terrorism, etc.) happen as stated above the vendor may request relief only for the duration of said occurrence.
- 3.27 INSPECTION OF ITEMS DELIVERED:** All items delivered must be in strict accordance with the specifications and Knox County's School Nutrition Program Hazard and Critical Control Points (HACCP) plan and will be subject to tests by the Food Service representatives and the Tennessee Department of Health conducted on a random sampling basis during the life of the contract.

If requested to do so, the vendor must furnish the U.S. Department of Agriculture and Department of Interior Certificates of grades. All costs incurred in obtaining certification will be borne by the vendor.

- 3.28 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 issued by the Knox County Procurement Division.
- 3.29 INSURANCE CHECKLIST:** Vendors and their insurance agents must sign the attached insurance requirements form and submit it with their bid. This serves as proof that the vendor can and will obtain and maintain the insurance coverage required for this project. Upon notification of the Intent to Award, the successful vendor will be required to submit a Certificate of Insurance showing the specified coverage and naming Knox County as additional insured.
- 3.30 INVOICES:** All school nutrition invoices are payable from the Knox County School Nutrition Program. The vendor must adhere to the following instructions:

All invoices MUST contain the following information:

- Purchase order number issued by KCS Nutrition
- Name of school delivered to
- Name of each item
- Quantity of each item
- Unit price
- Extension of unit price
- Total for each item
- Notation of shortages
- Notation of mark-outs
- Notation of substitutions
- Readable signature of authorized receiving personnel

All invoices must have "B" pre-printed on the invoice. This is solely an aid for the School Nutrition Program to process invoices in a prompt manner. All handwritten notations on invoices (including quantities and prices) must be written neat and legible.

The vendor MUST issue invoices in duplicate:

- The original must be given to the Food Service authorized person
- One (1) copy must be left with the manager or designee
- One (1) copy returned to the vendor

The production unit manager or designee shall prepare the credit memos for all irregularities, which both they and the driver will sign. Credit memos are to be prepared and distributed as above. All cancellations and/or returns MUST be shown on invoices or pick-up tickets, prepared, and distributed as above.

**Vendor must provide a sample of an invoice with their bid.**

- 3.31 LIABILITY:** The vendor will hold Knox County harmless for any and all damages resulting from consumption of products delivered by the vendor.
- 3.32 LICENSE REQUIREMENTS:** All vendors doing business in Knox County are required to be licensed in accordance with the business license regulations of Knox County, Tennessee. Wholesale and retail merchants without a location in Knox County are exempt from this requirement. A copy of the license must be included with the bid, if applicable.
- 3.33 LINES OF COMMUNICATION:** Only the Manager or Vendor Liaison shall place orders, instruct, or make requests of the successful vendor. All communications relating to bid pricing between Knox County School Nutrition Program and with the vendor shall be in writing with a copy to the Knox County Procurement Division representative. The successful vendor must designate a representative (contact person) to facilitate day-to-day problems, matters concerning the program, policy, negotiations, etc. In addition, the successful vendor shall appoint an account sales representative to confer with the Managers or Vendor Liaison in matters pertaining to products, product mark-outs and delivery schedules.

Upon award, Knox County will communicate extensively and continually with the vendor. While information may occasionally be transmitted via telephone, it should always be followed up with an email confirmation.

- 3.34 MARK-OUTS:** The successful vendor agrees that an annual mark-out rate of three (3) percent is the standard for measuring delivery performance. Vendor agrees to notify Knox County School Nutrition Program when an item is marked-out so that a delivery schedule can be agreed upon at no charge to Knox County.

In the event the successful vendor is unable to acquire a particular item for an extended period of time, the vendor's contact person must notify the Production Unit Manager and Knox County Procurement Division representative.

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

Failure to send these reports may result in the termination of this Contract.

**3.35 MINIMUM REQUIREMENTS TO PARTICIPATE IN THIS SOLICITATION:**

- Minimum five (5) years' experience supplying similar product/commodities and services to school districts similar in size to Knox County.
- Must have a mark-out rate of less than 3%
- Must have a substitution rate of not more than 3%
- Must have an order fill rate of 97% or greater

Prior to award of this bid, Knox County may require the apparent successful bidder to provide proof of their ability to meet the aforementioned minimum requirements.

- 3.36 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.

- 3.37 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.

- 3.38 NUTRITIONAL INFORMATION:** Vendor must provide signed nutritional information with their bid.

- 3.39 OFFER WITHDRAWAL:** No bid can be withdrawn after it is filed unless the offeror makes a request in writing to the Knox County Procurement Division **prior** to the time set for the opening of bids or unless the County fails to accept within sixty (60) business days after the date fixed for opening the Invitation for Bid.

- 3.40 OPEN RECORDS ACT:** Knox County is subject to the Tennessee Open Records Act 10-7-503 et seq. Bidders are cautioned that all documents submitted on behalf of this Invitation for Bid shall be open to the public for viewing and inspection and Knox County will comply with all legitimate requests.

- 3.41 ORDERING:** Purchase orders will be issued from the Knox County School Nutrition Program. The orders will be available to the vendor either by electronic submission, fax, or pick-up.

- 3.42 PACKAGING:** Knox County will not be liable for any charges for packaging, crating, carting, drayage, or storage in excess of the purchase price of this order unless stated otherwise herein.

- 3.43 PENALTIES FOR FAILURE TO PERFORM:** Any one or combination of penalties for failure to perform may be used:

- Payment for items bought from other sources
- Termination of Contract
- Suspension from future business
- Legal action and civil penalties
- Criminal action

**3.44 PERFORMANCE FILE:** Any complaints by any school must be in writing and copied to the Knox County Procurement Division to be included in a performance file on the successful vendor. These complaints shall include, but not be limited to delivery, ordering, billing problems, credit memos, discrepancies in count, weight, and damaged goods. The successful vendor shall address each of these complaints in writing with the resolution noted and send a copy to the Knox County Procurement Division.

**3.45 PRICING:**

3.45.1 All bidders must hold pricing for fluid milk products for a minimum of 30 days from bid date. Pricing for fluid milk products must be based on the latest published monthly Class I Skim Price reports at the time the bid is released (March 2023). Pricing for fluid milk products can escalate or de-escalate in accord with changes in the monthly report on Class I Skim Price per cwt.

This price must be tied directly to the Federal Milk Order announcement for the applicable geographical zone. Prices for milk delivered can be escalated or de-escalated at the rate of \$.001 per half-pint for each \$.20 increase in the index.

Any changes (up or down) in prices must be announced to the department as soon as they are available. Suppliers are requested to submit the following: 1) WITH BID: A copy of the monthly report for the month specified above. All pricing must be based on this report. 2) EACH MONTH: A copy of calculations used to arrive at the monthly price accompanied by the DFA monthly report.

3.45.2 Bidders must submit only one price for each item bid. Unit prices must be provided for all bid items listed. Fractional pricing up to four (4) decimal places is required. Half (1/2) pint units for milk are to be in paper containers. Knox County will re-calculate usage and line extensions to make necessary conversions for differences in pack sizes. In the event that a vendor fails to quote a price on an item, that item may be dropped from the bottom-line calculation for all vendors or the highest price bid by another vendor for that item may be used for the bottom-line calculation.

3.45.3 The total bottom line cost will be determined by multiplying each item bid price times the estimated usage figure and adding the extended dollar figures. Conversions will be made for differences in pack size for line items as needed.

3.45.4 Vendors must complete the pricing sheet and submit with their bid. Bidders must list the unit price, delivery fee per case, and the extended price for all items. Knox County is requesting pricing based on the bidder's cost plus a fixed delivery fee per case. This is to ensure an equitable partnership between the County and the successful bidder due to fluctuations in cost. Pricing will be evaluated on the total item cost plus the fixed delivery fee. The bidder will be required to provide quotes on an as needed basis for all items ordered by the County. The quote must include the bidder's cost, fixed delivery fee per case and the total cost to the County.

3.45.5 The bidder(s) warrants that the fixed delivery fee stated shall remain firm for a period of twelve (12) months from the first day of the contract period. If the Contractor's price is increased after the first contract period, Knox County must be given a written notice to consider. Such a request shall include as a minimum, (1) the cause for the adjustment; (2) the amount of the change requested with documentation to support the requested adjustment. Price increases will only be considered at the renewal period(s). If the price increase is rejected the contractor may:

3.45.5.1 Continue with the existing prices

3.45.5.2 Request a lower price increase

3.45.5.3 Not accept the renewal offer

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

Knox County will not pay fuel surcharges, packaging, or maintenance costs. These charges should be forecasted and included in the fixed delivery fee.

**3.46 PROTEST PROCEDURES:** Occasionally, there will be complaints from vendors that the process of awarding a sealed bid has been unfair in some manner. While Knox County maintains excellent vendor relations, procedures do exist should a vendor claim the process is not fair.

The Knox County Procurement Division has established the following procedures concerning protests of awards. The goal of these procedures is not to "protect the department". Instead, the goal of these procedures is to arrive at a just settlement of disputes between the County and vendors.

As a first step, vendors who believe there has been a problem with the process or decision should contact the Buyer associated with the bid in question. Usually the Buyer will be able to explain the County's rationale for the decision and the vendor will be satisfied. However, if the vendor is still not satisfied, the following steps may be taken:

The vendor must notify the Procurement Director, in writing, during the next three (3) business days. Complaints received after three (3) business days after the award decision has been made will not be considered for review. The envelope in which the protest is mailed shall be clearly marked "Protest of Award Decision." The written protest should include:

1. The name and address of the protestor.
2. The Bid Name, Bid Number, Date, and any other pertinent information.
3. A statement of reason for the protest.
4. Any supporting documents, exhibits, or evidence to substantiate the protest.

Once the protest has been filed, the Notification of Award will be held until a decision has been reached concerning the protest procedures unless circumstances dictate otherwise.

The Procurement Director will review the protest and announce a decision (in writing). Recognizing that holding the Procurement process up any longer than necessary is detrimental to the interests of the County, the Procurement Director will announce the decision as soon as possible. In any case, a decision will be made within five (5) business days of the receipt of the protest.

If the vendor is still not satisfied, there is one appeal step. The concerned vendor may file an appeal with the Senior Director of Finance.

This appeal must be filed within three (3) business days from the issuance of the Procurement Director's decision. The Senior Director of Finance will again review the information and the previous decisions. A decision will be issued within five (5) business days. A final appeal may be made within three (3) business days to the County Mayor.

**VENDORS PLEASE NOTE: KNOX COUNTY WILL NOT STOP THE PURCHASE PROCESS. THE PURCHASE MAY BE COMPLETED OR THE PROJECT MAY BE RE-BID WHILE THE PROTEST PROCEDURE IS STILL IN OPERATION. IF A RE-BID IS MADE, THE PROTESTING VENDOR SHOULD SUBMIT A NEW BID. OTHERWISE, THEY WILL BE WITHOUT A BID ON THE RE-BID. FURTHER, THE RE-BIDDING WILL NOT END THE APPEALS PROCESS. IT WILL CONTINUE UNTIL A FINAL DECISION IS REACHED OR THE COMPLAINANT WITHDRAWS THE APPEAL.**

**1. TIMELINE FOR PROTEST OF AWARD**

- a. Bids are opened and reviewed. A decision has been made but not officially agreed upon with the "winning vendor."
- b. Another vendor believes there has been some irregularity in the process.
- c. The vendor should talk with the Buyer.
- d. If not satisfied, the vendor, within three (3) business days, prepares a written protest and submits it to the Procurement Director.
- e. The Procurement Director will review the bid and announce a decision within five (5) business days.
- f. If the vendor is still not satisfied, three (3) business days are allotted for an appeal to the Senior Director of Finance.
- g. Within five (5) business days the Senior Director of Finance will respond in writing to the vendor.
- h. Final appeal may be made to the Knox County Mayor.

- 3.47 QUANTITIES SHOWN:** The quantities shown in this IFB represent the best estimates that Knox County Schools requires supporting their current program. The quantities to be purchased may vary depending upon internal changes, including but not limited to student participation.
- Knox County does not assume or accept responsibility to purchase the total quantities listed. Knox County reserves the right to purchase more or less of specified amounts. Quantities shown shall not be construed to represent any amount which Knox County shall be obligated to purchase under this contract or relieve the vendor of his obligation to fill all orders placed by the County. Knox County may order other items not specifically listed.
- No bid will be considered which stipulates that Knox County shall guarantee to order a specific quantity of any item.
- 3.48 RECALLS:** A contact name, number and email address must be provided by processor in the event of a recall. Brett Foster, Executive Director of School Nutrition, and Kelli Hanna, Vendor Liaison, must be contacted immediately and notified of any recall.  
Contact information: Brett Foster, 865-594-3614, email @ [brett.foster@knoxschools.org](mailto:brett.foster@knoxschools.org)  
Kelli Hanna, 865-594-3767, email @ [kelli.hanna@knoxschools.org](mailto:kelli.hanna@knoxschools.org)
- 3.49 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 of Lobbying as well as a Debarment/Suspension Certificate must be signed for all Contracts over \$100,000.
- 3.50 REJECTION OF BIDS:** Knox County reserves the right to reject any and all bids received as result of this request and to waive any informality, technical defect, or clerical error in any bid, as the interests of the County may require. Non-acceptance of any bid will be devoid of any criticism of the bid and of any implication that the bid is deficient in any manner. Non-acceptance of any bid shall be construed as meaning simply that the County does not deem the bid to be acceptable or that another bid was deemed to be more advantageous to Knox County for the particular services.
- 3.51 REMOVAL OF VENDORS EMPLOYEES:** The successful vendor agrees to utilize only experienced responsible and capable people in the performance of this contract. Knox County may require that the vendor remove from the job covered under this Contract any employee whose actions are not in the best interest of Knox County.
- 3.52 SANITATION:** All products specified herein must be delivered in vehicles which are maintained in a sanitary condition and properly refrigerated (33-40 degrees F). Knox County reserves the right to reject the use of any equipment by the vendor if it is not in a clean, sanitary condition suitable for the transport of food items.
- Participating schools follow the principals of HACCP (Hazard Analysis Critical Control Point) in accepting all deliveries. Therefore, upon delivery temperatures of products may be taken and recorded and overall product condition will be inspected in accordance with the schools' Safety Plan.
- Vendors must be aware of the sanitation standards employed by their food suppliers.
- Vendor's warehouses must be routinely inspected by State Officials. Warehouse facilities and warehousing practices must be continuously in compliance with the U.S. Food, Drug and Cosmetics Act, the State of Tennessee and local laws and regulations.
- 3.53 SCHOOL CALENDARS:** Attached are the current school calendars for Knox County Schools for 2023-2024.
- 3.54 SHORTAGES AND CHANGES:** Vendors must notify Knox County School Nutrition Program and the Knox County Procurement Division of anticipated shortages or changes to a product prior to delivery of such items.

**3.55 SUBMIT QUESTIONS:** Prospective bidders must submit questions concerning this solicitation no later than **March 20, 2023 @ 4:30 p.m.** local time. Submit questions as noted in Section 1.1.

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

Knox County reserves the right to revoke the award if a pattern of unavailability arises with the vendor, or if unsatisfactory service and/or products are a factor.

**3.57 TERMINATION OF CONTRACT:**

Termination for Convenience: Knox County may terminate this Contract without cause for any reason, upon giving a thirty (30) calendar days' notice. Said termination shall not be deemed a Breach of Contract by Knox County. The vendor shall be entitled to receive compensation for authorized service completed as of the termination date, but in no event shall Knox County be liable to the vendor for compensation for any service which has not been rendered. Upon such termination, the vendor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

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

- A. Knox County Procurement will provide notification of termination for cause in writing. This notice will (1) specify in reasonable detail the nature of the breach; (2) provide the vendor with an opportunity to cure, which must be requested in writing no less than ten (10) days from the date of the Termination Notice. And (3) shall specify the effective date of the termination in the event the vendor fails to correct the breach. The vendor must present Knox County Procurement with a written request detailing the efforts it will take to resolve the problem and the time period for such resolution. This opportunity to "cure" shall not apply to circumstances in which the vendor intentionally withholds its services or otherwise refuses to perform. Knox County will not consider a request to cure contract performance where there have been repeated problems with respect to identical or similar issues, or if a sure period would cause a delay that would impair the effectiveness of Knox County operation. In circumstances where an opportunity to cure is not available termination will be effective immediately.
- B. Notwithstanding the foregoing the vendor shall not be relieved of liability to Knox County for damages sustained by virtue of any breach of the Contract by the vendor.
- C. If milk sales fluctuate 20%, Knox County reserves the right to review the Contract with the awarded vendor and make adjustments if necessary. See above, termination of Contract.

Breach: A party shall be deemed to have breached the Contract if any of the following occur:

- A. Failure to perform in accordance with any term or provision of the Contract
- B. Partial performance of any term or provision of the Contract
- C. Any act prohibited or restricted by the Contract, or
- D. Violation of any warranty

Vendor Breach: Knox County Procurement shall notify the vendor in writing of a breach.

- A. In event of a breach by vendor, Knox County shall have available the remedy of actual damages and any other remedy available at law or equity.
- B. In the event of a breach, Knox County Procurement may assess liquidated damages.

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

Contract Termination: In the event of a breach, Knox County Procurement may terminate the Contract immediately. The vendor shall be notified of the termination in writing by Knox County Procurement. Said notice may specify whether that the termination is to be effectively immediately, on the date certain in the future, or that the vendor shall cease operations under this Contract in stages. In the event of a termination, the participating schools may withhold any amounts or damages available to Knox County at law or equity.



School District Breach: In the event of a breach of Contract by Knox County Schools, the vendor shall notify the Knox County Procurement Division in writing within 30 days of any breach. Said notice shall contain a description of the breach. Failure by the vendor to provide said written notice shall operate as an absolute waiver by the vendor to the Knox County Schools breach. In no event shall any breach on the part of schools excuse the vendor from full performance under this Contract. In the event of breach by Knox County Schools, the vendor may avail itself of any remedy at law in the forum with appropriate jurisdiction, provided, however failure by the vendor to give Knox County Schools written notice and opportunity to cure as described herein operated as a waiver of the Knox County Schools breach.

Failure by the vendor to file a claim before the appropriate forum in Tennessee with jurisdiction to hear such a claim within one (1) year of the written notice of breach shall operate as a waiver of said claim in its entirety. It is agreed by the parties that this provision establishes a contractual period of limitations for any claim brought by the vendor.

**3.58 UNLOADING PRACTICES:** Trucks will be allowed to be unloaded within a reasonable time frame but are asked not to unload during the lunch serving hours.

**3.59 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.

## **SECTION IV GENERAL PRODUCT SPECIFICATIONS**

**4.1** Daily deliveries if the cafeteria manager deems it necessary.

**4.2** All deliveries to schools shall be made between 6:00 a.m. and 2:00 p.m. A sufficient supply of milk must be delivered for schools serving breakfast on the following morning.

- 4.3 It will be the responsibility of the vendor to remove all unused products before breaks and holidays or any other period that extends beyond the shelf life of the product.
- 4.4 All milk products are to be delivered in plastic crates free from visible dirt. Repeated problems or instances of dirty milk crates will be considered grounds for cancellation of the Contract. All milk will be subject to inspection upon arrival at the school.
- 4.5 Delivery of milk products will not be permitted outside of school hours.
- 4.6 Vendor will be responsible for placing milk into coolers at the time of delivery. Milk left over from the previous delivery must be rotated in such a manner that will ensure that the previous days delivery will be used first.
- 4.7 Any milk or beverage products that fail to meet the required specifications will be returned at the vendor's expense. Failure to meet specifications will be considered just cause for cancellation of the Contract.
- 4.8 Milk will be Grade A pasteurized homogenized.
- 4.9 Grade A pasteurized fluid milk and fruit beverages will only be accepted from a source that has attained and continues to maintain a Sanitation Compliance Rating of no less than 90% and must be approved by their Health Department.
- 4.10 All one-half pint containers in which milk for schools is packaged, shall be sound, sanitary, leak proof.
- 4.11 All delivery cases and trucks must be clean and sanitary with no evidence of milk leakage. Crates must be sterilized. Delivery will not be accepted from an unrefrigerated truck. Temperature of milk must be maintained at no more than 38° F during delivery.
- 4.12 A sufficient supply of milk must be maintained locally to provide a replacement supply of milk within one hour to any school when the product delivered proves to be unacceptable or if any of the supply of milk in the school is lost.
- 4.13 The vendor agrees to be responsible for damage to the milk boxes or refrigerators, school building or grounds that are a direct result of carelessness or negligence on the part of the delivery person.
- 4.14 All milk products must be produced, handled, and pasteurized in conformity with the provisions of the Standard Milk Ordinance and Code, to comply with the specifications on the quotation sheet.
- 4.15 The milk products and other beverages specified on the bid sheets are the only ones that can be purchased and delivered.

**BIDDERS NEED NOT RETURN PAGES 1-17 WITH THEIR RESPONSE**

**SECTION V    VENDOR INFORMATION    BID 3387    MILK AND MILK PRODUCTS FOR KNOX COUNTY SCHOOLS**

**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 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 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, per Section 2.14.**

**Authorizing Signature:** \_\_\_\_\_  
(Sign in blue ink)

**Title:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**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 certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel per Section 2.16.**

**Authorizing Signature:** \_\_\_\_\_  
(Sign in blue ink)

**Title:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
(Sign in blue ink)

**5.7    Have you attached a copy of your Knox County Business License, if applicable?**    \_\_\_\_ Yes \_\_\_\_ No

**5.8    Did you include the correct number of copies as per Section 1.11?**    \_\_\_\_ Yes \_\_\_\_ No

**5.9    Will you accept payment via e-commerce card as per Section 1.20?**    \_\_\_\_ Yes \_\_\_\_ No

**5.10    Did you include the Buy American Requirement Certificate?**    \_\_\_\_ Yes \_\_\_\_ No

**5.11    Did you include the Certificate Regarding Debarment?**    \_\_\_\_ Yes \_\_\_\_ No

**5.12    Did you include the Certificate of Restrictions on Lobbying?**    \_\_\_\_ Yes \_\_\_\_ No

**5.13    Did you include the Certificate of Independent Price Determination?**    \_\_\_\_ Yes \_\_\_\_ No

**5.14    Did you include the Computer Order Entry System form?**    \_\_\_\_ Yes \_\_\_\_ No

**5.15    Did you include the Criminal History Records Check?**    \_\_\_\_ Yes \_\_\_\_ No

**5.16    Did you include the Insurance Checklist?**    \_\_\_\_ Yes \_\_\_\_ No

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

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

5.18 Do you accept the Terms and Conditions of the bid? Yes \_\_\_\_\_ No \_\_\_\_\_

With Exceptions \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
(You must state any exception taken)

Milk Products										
	Description	Preferred Packaging	Preferred Measure	Estimated Usage	Brand Proposed	Stock Number	Unit Price	Number of Units per Case	Fixed Price for Delivery per Case	Extended Price
1	Milk, Chocolate, fat free, no high fructose corn syrup, with Vitamins A & D, homogenized and pasteurized	Carton	Half Pint	3,400,000						
2	Milk, Strawberry, fat free, no high fructose corn syrup, with Vitamins A & D, homogenized and pasteurized	Carton	Half Pint	500,000						
3	Milk, Vanilla, fat free, no high fructose corn syrup, with Vitamins A & D, homogenized and pasteurized	Carton	Half Pint	300,000						

	Description	Preferred Packaging	Preferred Measure	Estimated Usage	Brand Proposed	Stock Number	Unit Price	Number of Units per Case	Fixed Price for Delivery per Case	Extended Price
4	Milk, unflavored, 1 % fat, fortified with Vitamins A & D, homogenized and pasteurized	Carton	Half Pint	1,100,000						
5	Milk, unflavored, fat free, skim, with Vitamins A & D, homogenized and pasteurized	Carton	Half Pint	50,000						
6	Milk, Whole, Fortified with Vitamins A & D, homogenized and pasteurized	Carton	Half Pint	80						
7	Milk, 1% fat, fortified with Vitamins A & D, homogenized and pasteurized	Carton or Plastic	Gallon	500						

## Certification Regarding “Buy American” Requirements

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

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

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

### Requested Waiver Items

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

\*use additional pages if needed

I/We certify that all food items on this bid have at least 51% U.S. content and were processed in the U.S., except for those listed above.

Date:

Vendor Name:

Authorized Signature:





## 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.

## 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

## 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

## Computer Order Entry System

Please initial **one** of the following choices:

Vendor does NOT utilize a computerized-entry system. \_\_\_\_\_

Vendor does utilize a computerized-entry system. \_\_\_\_\_ If yes, please include a sample brochure, instructions, and example of computerized-entry system.

Vendor will install the system and teach designated persons at the school locations wishing to utilize this system, how to enter the orders and how to use the system at no charge.

Does your system also contain an inventory package that will calculate monthly inventories for individual schools?  
\_\_\_\_\_ Yes \_\_\_\_\_ No

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company

\_\_\_\_\_  
Date

**AFFIDAVIT OF COMPLIANCE**

**WITH**

**TENNESSEE CRIMINAL HISTORY RECORDS CHECK**

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

(To be submitted with bid by contractor)

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

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

Name of Company

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

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

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

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

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

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

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

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

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

**KNOX COUNTY PROCUREMENT DIVISION  
INSURANCE CHECKLIST  
BID NUMBER 3387**

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: 5%; text-align: center;">X</td> <td style="width: 45%;">ANY AUTO-SYMBOL (1)</td> <td style="width: 50%;"></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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			PRODUCTS-COMPLETED OPERATIONS/AGGREGATE																																								
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 \$2,000,000 ANNUAL AGGREGATE																																								
NO	8.	XCU COVERAGE	NOT TO BE EXCLUDED																																								
YES	9.	UMBRELLA LIABILITY COVERAGE	\$1,000,000																																								
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NO	11.	MISCELLANEOUS E & O	\$500,000 PER OCCURRENCE/CLAIM																																								
YES	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 Vendor named below and have advised the Vendor of required coverage not provided through this Agency.

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

**Vendor's Statement and Certification:** If awarded the contract, I will comply with the contract insurance requirements.

Vendor Name: \_\_\_\_\_ Authorizing Signature: \_\_\_\_\_

# 2023-2024 Knox County Schools Calendar

(Approved by Knox County Board of Education May 4, 2022)

August 1 (Tuesday)	First Day for Teachers – In-service (School-based)
August 2 (Wednesday)	In-service Day (PreK-12 System-wide)
August 3 (Thursday)	Administrative Day (Teacher Workday)
August 4 (Friday)	In-service Day (1/2 day -- School-based); Administrative Day (1/2 day – Teacher Workday) Orientation for 6 <sup>th</sup> and 9 <sup>th</sup> graders
August 7 (Monday)	Administrative Day (Teacher Workday)
August 8 (Tuesday)	First Day for Students (1/2 day for students)
August 16 (Wednesday)	Early Release Day for Students
August 29 (Tuesday)	In-service Day (School-based) (Student Holiday)
September 4 (Monday)	Labor Day – Holiday
September 8 (Friday)	End 4½-weeks Grading Period (22 days)
September 17 (Sunday)	Constitution Day
September 20 (Wednesday)	Early Release Day for Students
October 6 (Friday)	End First 9-weeks Grading Period (42 days)
October 9-13 (Monday - Friday)	Fall Break
November 7 (Tuesday)	In-service Day (PreK-12 System-wide) (Student Holiday)
November 15 (Wednesday)	End 4½-weeks Grading Period (22 days); Early Release Day for
Students November 22-24 (Wednesday-Friday)	Thanksgiving Holidays
December 20 (Wednesday)	½ day for Students
	End Second 9-weeks Grading Period (44 days)
December 21 – January 2 (9 days)	End First Semester (86 days)
January 3 (Wednesday)	Winter Holidays
	In-service Day (1/2 day -- School-based); Administrative Day (1/2 day – Teacher Workday) (Student Holiday)
January 4 (Thursday)	First Day for Students after Winter Holidays
January 15 (Monday)	Martin Luther King, Jr. Day – Holiday
January 24 (Wednesday)	Early Release Day for Students
February 5 (Monday)	End 4½-weeks Grading Period (22 days)
February 14 (Wednesday)	Early Release Day for Students
February 19 (Monday)	In-service (PreK-12 System-wide)
March 5 (Tuesday)	Holiday (Presidential Primary Election)
March 8 (Friday)	End Third 9-weeks Grading Period (44 days)
March 11-15 (Monday-Friday)	Spring Break
March 20 (Wednesday)	Early Release Day for Students
March 29 (Friday)	Holiday
April 1 (Monday)	Holiday
April 19 (Friday)	End 4½-weeks Grading Period (23 days)
May 23 (Thursday)	Last Day for Students (1/2 day for students)
	End Fourth 9-weeks Grading Period (47 days) End Second Semester (91 days)
May 24 (Friday)	Administrative Day (Teacher Workday) – Last Day for Teachers
June 19 (Wednesday)	Juneteenth

## Calendar Summary

180 Instructional Days*
4 Scheduled Administrative
Days 2 Unscheduled In-service
Days
1 Unscheduled Parent-Teacher Contact Hours (formerly Teacher-Parent Conference
Day) 6 Scheduled In-service Days
6 Early Release Days for Students
10 Vacation Days

\* In accordance with TCA 49-6-3004: 177 student instructional days plus three (3) days due to the daily seven-hour schedule.

Early Release Day Dismissal Times: Elementary – 12:30 PM; Secondary – 1:30 PM

Under this calendar Knox County Schools may cancel up to eight (8) instructional days due to inclement weather or serious outbreaks of illness before any makeup days will be required.