

The Procurement Division of Knox County, Tennessee will receive sealed bids for the provision of **Refrigerated Box Trucks** as specified herein. Bids must be received by **2:00 p.m. on January 5, 2024**. Late bids will neither be considered nor returned.

**Deliver Bids To:**

**Bid Number 3501  
Knox County Procurement  
Division Suite 100  
1000 North Central  
Street Knoxville,  
Tennessee 37917**

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

**SECTION I GENERAL TERMS AND CONDITIONS**

- 1.1 ADDITIONAL INFORMATION:** Knox County wants requests for additional information routed to 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 Bids.
- 1.4 AUDIT HOTLINE:** Knox County has established an Audit Hotline to report potential fraud and waste. To report potential fraud, waste, or abuse, please call or 1.866.858.4443 (toll-free). You can also file a report online by accessing <http://www.knoxcounty.org/hotline/index.php>.

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

- 1.5 AWARD:** Award will be made to the most responsive, responsible bidder(s) meeting specifications which presents the product or service that is in the best interest of Knox County. Knox County reserves the right to award this bid on an all-or-none basis, line-item basis, multiple award, or schedule basis. 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 and 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.

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

- 1.7 BIDS REQUESTED ON BRANDS OR EQUAL:** Unit price bids are requested on products that equal or exceed the quality and performance of the brands and model numbers listed. References to brand names, trade names, model numbers or other descriptions particular to specific brand products are made to establish a required level of quality and functional capabilities and are not intended to exclude other products of that level.

Comparable products of other manufacturers will be considered if proof of comparability is contained in the bid. Or Equal does not mean the manufacturing process, but rather that the item will perform in the manner needed by the County. It shall be the responsibility of the bidders, including bidders whose product is referenced; to furnish with the bid such specifications, catalog pages, brochures or other data as will provide an adequate basis for determining the quality and functional capabilities of the product offered. Failure to provide this data may be considered valid justification for rejection of bid.

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

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

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

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

- 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, one (1) exact copy, and one (1) electronic copy. No copies are required with an electronic bid response.
- 1.12 DECLARATIVE STATEMENTS:** Any statement or words (e.g.: must, shall, will) are declarative statements and the vendor must comply with the condition. Failure to comply with any such condition will result in the bid being considered non-responsive and disqualified.
- 1.13 DELIVERY:** Vendors must state the delivery time in their bid. Knox County requires that vendors deliver all products "free on board" to final destination.
- 1.14 DESCRIPTIVE LITERATURE:** Vendors are to clearly identify the manufacturer and the specifications to which they are submitting. Vendors must provide descriptive literature with their bid.
- 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. Facsimile submission is 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. Section V: Vendor Information and the Specifications Checklist, both at the end of this document **MUST** be attached with your electronic submission.

- 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 bids for our vendor-clients and on-line requisitioning and receiving for 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 **INCURED COST:** 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 **NEW MATERIAL:** Unless specified otherwise in the bid package, the Contractor must provide new supplies. New, as used in this clause, means previously unused materials. Material includes but is not limited to, raw material, parts, items, components, and end products. Contractor submission of other than new materials may be cause for the rejection of their bid. **For the purpose of this bid, used vehicles will not be considered.**

- 1.20 **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.

- 1.21 **PAYMENT METHOD:** Knox County utilizes two (2) methods of placing orders for products and/or services. The first is the use of Purchase Orders. These Purchase Orders will be issued from the Knox County Procurement Division via the method selected by the vendor during registration. The Purchase Order will detail the quantity, specific item(s) and the contracted price for each item.

The second method is the use of the Knox County Credit Card (VISA). Orders placed with the card will list the same information as the Purchase Order. Vendors will be given the card information and approval to process the transaction by the requesting department.

Vendors must indicate in their bid response if the vendor will accept Knox County's Credit Card (VISA) as a form of payment. Bidders are prohibited to charge Knox County any type of merchant fee from their financial institution to accept this type of payment.

- 1.22 **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.

- 1.23 **PROCESSING TIME FOR PAYMENT:** Vendors are advised that a minimum of thirty (30) days is required to process invoices for payment.

- 1.24 **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.

- 1.25 **RECYCLING:** Knox County, in its continuing efforts to lessen the amount of landfill waste and to further recycling efforts, request that bids being submitted on paper shall:

- 1.25.1 Be submitted on recycled paper;
- 1.25.2 Not include pages of unnecessary advertising;
- 1.25.3 Be made on both sides of each sheet of paper;

- 1.26 **RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS:** It is the responsibility of the prospective bidder to review the entire Invitation for Bid (IFB) packet and to notify the Procurement Division if the specifications are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the specifications or bidding procedures must be received in the Procurement Division by **December 20, 2023 @ 4:30 p.m.** local time. These requirements also apply to specifications that are ambiguous.
- 1.27 **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.
- 1.28 **TAXES:** Knox County purchases are not subject to taxation. Tax exemption certificates will be provided upon request.
- 1.29 **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.
- 1.30 **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.
- 1.31 **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.
- 1.32 **VENDOR REGISTRATION:** Prior to the opening of this bid, **ALL BIDDERS MUST** be registered with the Procurement Division. Please register on-line at our website at [www.knoxcounty.org/procurement](http://www.knoxcounty.org/procurement) and click on "KNOXBUYS," then "Online Vendor Registration". Vendors must be registered with the Procurement Division **prior** to submitting their bid. . Knox County shall not be responsible for technical difficulties experienced by vendors trying to register electronically less than twenty-four (24) hours prior to the bid closing time.
- 1.33 **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 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.

**2.8 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.

**2.9 INCORPORATION:** All specifications, drawings, technical information, Invitation for Bids, Bid, Award, and similar items referred to or attached or which are the basis for this Contract are deemed incorporated by reference as if set out fully herein.

**2.10 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.

**2.11 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.

**2.12 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.

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

- 2.14 **LIMITATIONS OF LIABILITY:** In no event shall Knox County be liable for any indirect, incidental, consequential, special, or exemplary damages or lost profits, even if Knox County has been advised of the possibility of such damages.
- 2.15 **NO BOYCOTT OF ISRAEL:** Pursuant to Tennessee Code Annotated Title 12, Chapter 4, Part 1, by submission of a response to this solicitation, each respondent and each person signing on behalf of any respondent 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 respondent is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel.
- 2.16 **NON-DISCRIMINATION AND NON-CONFLICT STATEMENT:** Contractor agrees that no person on the grounds of handicap, age, race, color, religion, sex, national origin, or any individual trait shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this agreement, or in the employment practices of vendor. Contractor shall upon request show proof of such non-discrimination and shall post in conspicuous places available to all employees and applicants notices of non-discrimination. Contractor covenants that it complies with the Fair Wage and Hour Laws, the National Labor Relations Act, and other federal and state employment laws as applicable. Contractor covenants that it does not engage in any illegal employment practices.
- Contractor covenants that it has no public or private interest and shall not acquire directly or indirectly any interest that would conflict in any manner with the provision of its goods or performance of its services. Contractor warrants that no part of the total Contract amount provided herein shall be paid directly or indirectly to any officer or employee of Knox County as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor, or consultant to Contractor in connection with any goods provided or work contemplated or performed relative to the agreement.
- 2.17 **ORDER OF PRECEDENCE:** In the event of inconsistent or conflicting provision of this Contract and referenced documents, the following descending order of precedence shall prevail: (1) Item Description, (2) Invitation for Bid, (3) Bid, (4) Award, (5) Special Terms and Conditions, (6) General Terms and Conditions, (7) Specifications, (8) Drawings.
- 2.18 **REMEDIES:** Knox County shall have all rights and remedies afforded under the U.C.C. and Tennessee law in Contract and in tort, including but not limited to rejection of goods, rescission, and right of set-off, refund, incidental, consequential and compensatory damages, and reasonable attorney's fees.
- 2.19 **RIGHT TO INSPECT:** Knox County reserves the right to make periodic inspections of the manner and means the service is performed or the goods are supplied and warehoused.
- 2.20 **SEVERABILITY:** If any provision of this Contract is declared illegal, void, or unenforceable, the remaining provisions shall not be affected but shall remain in force and in effect.
- 2.21 **TAX COMPLIANCE:** Pursuant to Resolution R-07-1-903 passed by the Commission of Knox County, Tennessee, Contractor hereby acknowledges, by submission of its bid or proposal and signature, it is current in its respective Federal, State, County, and City taxes of whatever kind or nature, and is not delinquent in any way. Delinquent status must be disclosed or risk debarment by the Knox County Procurement Division.
- 2.22 **WARRANTY:** Contractor warrants to Knox County that all items delivered and all services rendered shall conform to the specifications, drawings, bid and/or other descriptions furnished and/or incorporated by reference, and will be fit for the particular purpose purchased of merchantable quality, good workmanship, and free from defects. Contractor extends to Knox County all warranties allowed under the U.C.C. Contractor shall provide copies of warranties to the County upon request. Return of merchandise not meeting warranties shall be at Contractor's expense.

### **SECTION III SPECIAL TERMS AND CONDITIONS**

- 3.1 **INTENT:** The intent of these specifications is to convey to prospective vendors the general type and quality of Refrigerated Box Trucks as desired by Knox County Food and Nutrition Department. Knox County Schools Food and Nutrition Department is seeking to purchase three (3) Refrigerated Box Trucks. Award will be based on Best Value. Best Value means more than low cost. It includes initial cost, service quality and other factors detailed herein.

- 3.2 **ACCEPTANCE:** Bidders are advised that the payment of an invoice does not necessarily constitute an acceptance of products/services that are provided. Acceptance requires a specific written action by Knox County so stating.
- 3.3 **ADDITIONS/DELETIONS OF GOODS/SERVICES:** Knox County reserves the right to add goods and/or services to this bid or delete goods and/or services that Knox County deems necessary. Any additions/deletions must be approved in writing by Knox County Procurement prior to any changes in service.
- 3.4 **BIDDER OBLIGATION:** Each bidder shall become fully acquainted with conditions relating to the scope and restrictions attending the execution of the work under this IFB. The failure or omission of a bidder to become acquainted with existing conditions shall no way relieve the bidder of any obligations with respect to this IFB or to the Contract.
- 3.5 **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.
- 3.6 **CERTIFICATE REGARDING DEBARMENT:** Attached is a Debarment Certification. All vendors must complete the form and submit it with their bid response. Vendors that do not submit the certificate will not be considered.
- 3.7 **CERTIFICATE OF RESTRICTIONS ON LOBBYING:** Attached is a Certificate of Restrictions on Lobbying. All vendors must complete the form and submit it with their bid response. Vendors that do not submit the certificate will not be considered.
- 3.8 **CLEAN AIR ACT:** Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act ([42 U.S.C. 7401-7671q](#)) and the Federal Water Pollution Control Act as amended ([33 U.S.C. 1251-1387](#)). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- 3.9 **DEALER DECALS:** No dealer decals or emblems are to be attached to the vehicle(s).
- 3.10 **DELIVERY CONDITION OF VEHICLES:** The condition of the vehicles must be internally and externally clean and rid of any trash and odors (i.e.: cigarette smoke) that are determined by Knox County to be an offense. If in the event Knox County and/or Knox County Schools Food and Nutrition Department determines the vehicles must be washed or treated by a professional to rid the vehicles of odors, the County will deduct the expenses from bidder's invoice. Additionally, Knox County will place in the vendor's performance file a note referencing the unsatisfactory delivery.
- 3.11 **DELIVERY LOCATION:** The delivery location shall be: **Knox County Schools Maintenance Garage, 900 E Fifth Avenue, Knoxville, TN 37917, Attn: Garage Foreman – 865-594-3633.**

Delivery must be made at a mutually agreed upon time, Monday through Friday, 8:00AM-4:30PM (Local Time). The successful vendor shall assume all costs and responsibility incidental to the delivery of the Refrigerated Box Trucks to the above address. Twenty-four (24) hours' notice is required. Contact the Property Management Office to schedule delivery. Delivery shall only be determined by receipt signed by the Property Officer at the point of delivery and may be preceded by a cursory inspection of the Refrigerated Box Trucks by a representative of Knox County. This cursory inspection shall not constitute acceptance of the Refrigerated Box Trucks.

- 3.12 **DELIVERY TIME:** Bidders must state the number of business days until delivery after receipt of a signed purchase order. Bidders shall state accurate lead times as Knox County reserves the right to cancel orders with no obligation when delivery time is exceeded.

Vendor must state the number of business days, not a range of days. For example, an unacceptable answer is "30- 60 business days". Vendors must be specific and state either "30 business days" or "60 business days". If vendor states a range of days, Knox County will base their answer on the maximum number of days provided.

**3.13 DESTINATION AND DELIVERY:** Bidders must include all destination and delivery charges in their price. **There will be no extra hidden charges.**

**3.14 EVALUATION CRITERIA:** This bid will be evaluated using the following criteria:

<b>Price</b>	<b>90 points</b>
<b>Delivery</b>	<b>10 points</b>

**3.15 EVALUATION REVIEW:** Knox County reserves the right to use all pertinent information that might affect the County's judgment as to the appropriateness of an award to the best evaluated bidder. This information may be appended to the bid evaluation process results. Information on a service provider from reliable sources, and not within the service provider's bid, may also be noted and made part of the evaluation file.

Knox County shall have sole responsibility for determining a reliable source. Knox County reserves the right to conduct written and/or oral discussions/interviews after the bid opening. The purpose of such discussions/interviews is to provide clarification and/or additional information to make an award that is in the best interest of Knox County.

**3.16 GRATUITIES AND KICKBACKS:** It shall be a breach of ethical standards for any person or company to offer, give, or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person, a proposal, or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim, or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therefore. It shall be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order.

Breach of the provisions of this paragraph is, in addition to a breach of this Contract, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under Knox County contracts.

**3.17 INTERPRETATION:** No oral interpretation will be made to any bidder regarding the meaning of specifications. All questions are to be submitted in writing or electronically (email) and will be answered in the form of an amendment to the solicitation by the Knox County Procurement Division.

**3.18 INVOICE DETAIL:** Knox County is requesting invoices to show the following detail to help expedite review and payment. The Contractor(s) may be required to modify invoicing procedures to show the detail. All potential Contractors are hereby cautioned that Knox County will only pay from original invoices and not facsimiles or copies. Invoices which do not adhere to these details may be returned to the Contractor for correction.

**3.18.1** The invoice must show the amount due to the Contractor by Knox County;

**3.18.2** The invoice must show an itemized detail of items.

**3.18.3** Invoices are to be original and uniquely pre-numbered;

**3.18.4** Invoices which do not show this information are subject to rejection.

**3.19 INVOICE REVIEW:** Knox County shall review all invoices for adherence to the terms and conditions of the Contract. Variations from the Contract and Contract pricing are strictly prohibited. Any variations found on the invoice will result in the rejection of those invoices. Rejected invoices will be returned to the Contractor(s) for correction. If a discount for prompt payment is offered, the timeline does not commence until Knox County receives a correct invoice.

**3.20 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.



- 3.21 MANUFACTURER AND MODEL NUMBER:** Vendor must note the manufacturer and model of the vehicle(s) bid. The phrases “as specified” or “as requested” are not acceptable. Failure to include the manufacturer and model may result in the bid being non-responsive and disqualified.
- 3.22 NEWS RELEASES BY VENDORS:** As a matter of policy, Knox County does not endorse the services of a Contractor. A Contractor will not make news releases concerning any resultant contract from this solicitation without the prior written approval of Knox County.
- 3.23 NO CONTACT POLICY:** After the date and time that the vendor receives this solicitation, any contact initiated by any bidder with any Knox County representative, other than the Procurement Division representative listed herein, concerning this Invitation for Bids, is strictly prohibited. Any such unauthorized contact may cause the disqualification of the bidder from this procurement transaction.
- 3.24 NON-RESTRICTIVE CLAUSE:** When brand names, trade names or manufacturers’ names or catalogue numbers appear in the specifications, it is intended to establish a performance standard. The manufacturer may request to substitute a similar product as specified in Section 1.7.
- 3.25 OFFER WITHDRAWAL:** No bid can be withdrawn after it is filed unless the bidder makes a request in writing to the Knox County Procurement Division prior to the time set for the opening of bid or unless the County fails to accept within ninety (90) business days after the date fixed for opening the Invitation for Bid.
- 3.26 PUBLIC RECORDS ACT:** Knox County is subject to the Tennessee Public Records Act 10-7-503 et seq. Bidders are cautioned that all documents submitted on behalf of this Invitation for Bids shall be open to the public for viewing and inspection and Knox County will comply with all legitimate requests.
- 3.27 QUANTITIES:** Knox County does not guarantee any quantities will be ordered under this solicitation.
- 3.28 REJECTION OF BIDS:** Knox County reserves the right to reject any and all bids received as a result of this request and to waive any informality, technical defect, or clerical error in any bid, as the interests of the County may require. Non-acceptance of any bid will be devoid of any criticism of the bid and of any implication that the bid is deficient in any manner. Non-acceptance of any bid shall be construed as meaning simply that the County does not deem the bid to be acceptable or that another bid was deemed to be more advantageous to Knox County for the particular services proposed.
- 3.29 SUBMIT QUESTIONS:** Prospective bidders may submit questions concerning this solicitation until **December 20, 2023 @ 4:30 p.m.** local time. All questions must be submitted in writing as directed in Section 1.1. Questions received after this date and time will not be considered. All questions will be answered in written addenda issued from the Knox County Procurement Division.
- 3.30 USDA ASSURANCE STATEMENT:** The vendor hereby agrees that it will comply with:
- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.);
  - ii. Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.);
  - iii. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794);
  - iv. Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.);
  - v. Title II and Title III of the Americans with Disabilities Act (ADA) of 1990 as amended by the ADA Amendment Act of 2008 (42 U.S.C. 12131-12189);
  - vi. Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency." (August 11, 2000);
  - vii. All provisions required by the implementing regulations of the Department of Agriculture (USDA) (7 CFR Part 15 et seq.);
  - viii. Department of Justice Enforcement Guidelines (28 CFR Parts 35, 42 and 50.3);
  - ix. Food and Nutrition Service (FNS) directives and guidelines to the effect that, no person shall, on the grounds of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination under any program or activity for which the Program applicant receives Federal financial assistance from USDA; and hereby gives assurance that it will immediately take measures necessary to effectuate this Agreement.
  - x. The USDA non-discrimination statement that in accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental

status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs).

This assurance is given in consideration of and for the purpose of obtaining any and all Federal financial assistance, grants, and loans of Federal funds, reimbursable expenditures, grant, or donation of Federal property and interest in property, the detail of Federal personnel, the sale and lease of, and the permission to use Federal property or interest in such property or the furnishing of services without consideration or at a nominal consideration, or at a consideration that is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale, lease, or furnishing of services to the recipient, or any improvements made with Federal financial assistance extended to the Program applicant by USDA. This includes any Federal agreement, arrangement, or other contract that has as one of its purposes the provision of cash assistance for the purchase of food, and cash assistance for purchase or rental of food service equipment or any other financial assistance extended in reliance on the representations and agreements made in this assurance.

- 3.31 WORKMANSHIP:** Workmanship throughout the vehicle shall conform to the highest standard of commercially accepted practice for class of work and shall result in a neat and finished appearance. The design of the body and equipment which the manufacturer proposes to furnish must be such as to provide vehicles of substantial and durable construction in all respects.

## **SECTION IV SPECIFICATIONS**

- 4.1 REFRIGERATED BOX TRUCKS:** The following specifications are considered the minimum requirements for the Refrigerated Box Trucks. Bidders must bid as specified or an approved equal. Knox County requests that vendors bid from current inventory to expedite the acquisition of the vehicles if possible. Knox County understands the vehicles may have to be ordered if not available from current inventory. Knox County Schools Nutrition Department is seeking to procure three (3) Refrigerated Box Trucks. While Knox County prefers to procure three trucks at once, partial bids will be considered.

- 4.2 SPECIFICATIONS:** The below specifications are considered minimum specifications. Any reference to brand or model names is to establish a minimum specification, alternates will be considered that equal or exceed those specifications. Vehicles are to include all equipment advertised as standard and will include all standard equipment with the factory detailed sheet as listed in Section 4.3.

### **4.2.1 Powertrain:**

- 2023 or 2024 Model
- Engine: 6.7L V8
- Fuel Type: Diesel Engine
- GVWR: 14,500 pounds
- Transmission: Automatic 6 speed with double overdrive
- Suspension: Spring
- Cab: Regular Cab

### **4.2.2 Exterior Features:**

- Exterior Color: White/Black/Silver/Navy
- Large Side Mirrors with Blind Spot Mirrors and Sensors
- Vehicle must be Completely Winterized

### **4.2.3 Interior Features:**

- Interior Seats: Vinyl Covering
- Power Windows
- Power Locks
- Back-up Camera and Audible Sensors
- One (1) Full Size Spare Wheel with Tire

- AM/FM stereo
- Air Conditioning/ Heat
- Remote keyless entry with a total of two (2) key fobs and four (4) additional keys for single key system

#### 4.2.4 Refrigeration Body Features:

- Body Length: 16 feet
- Body Height: 91 inches
- Body Width: 96 inches
- Body Insulation: 4 inches in Floor, Roof, and Front, 3 inches in Side Walls
- Body Protection: Rubber Bumper Guards Down Both Sides of Body
- Rear Door Type: Power Lift Gate with 2000 Pound Capacity
- Rear Door Type: Swing-open Hinged Door with Lock with Door Ajar Warning Buzzer
- Drains: Kazoo Floor Drains for Easy Cleaning
- Lighting: LED lights to illuminate Entire Interior Body
- Refrigeration Make: Thermo-King or equivalent
- Refrigeration Model: V-520 Max Series with Smart Power Electric Standby or equivalent
- Refrigeration Temperatures Controls: Adjustable Thermostatically Controlled Temperature Control Panel Located inside Truck Cab with Temperature Alarm.
- Temperature Range: Must be able to Maintain Between 32-40 Degrees Fahrenheit
- Securing Straps: Ten (10) Sets of E-Track 2 x 20 Tie Down Straps
- Cargo Securing Options: Four (4) Sets of E-Track Securing System. Two (2) Sets Running Full Length of Both Side Walls.

**NOTE:** These are the minimum specifications for the Refrigerated Box Trucks, or equal. This is not a comprehensive list of all specifications available. Bidders must submit accordingly.

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

**NOTE: Failure to respond to Section 4.3 may be just cause for rejection of bid.**

- 4.4 LEGAL DOCUMENTS:** Legal documents shall be delivered with the vehicles and shall address the owners as "Knox County Schools Nutrition Department." Proper documentation to acquire license and registration is required at time of delivery.

- 4.5 MANUALS:** The successful vendor shall furnish all owner's and operator's manuals for the Box Trucks.

- 4.6 WARRANTY:** All vendors must submit the manufacturer's standard new vehicle warranty and shall promptly replace or repair defective material, parts, workmanship and/or inadequate design at no cost to Knox County.

**Note: Bidders need not return Pages 1-11 with their Bid Response.**

**SECTION V VENDOR INFORMATION AND PRICING FOR BID #3501, REFRIGERATED BOX TRUCKS**

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

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

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

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

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

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

5.5 Vendor's e-mail address: \_\_\_\_\_

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

Authorizing Signature: \_\_\_\_\_  
(Please sign original in blue ink)

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

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

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

5.9 Year, Manufacturer and Model Number of each truck: \_\_\_\_\_

5.10 Cost of one (1) Refrigerated Box Truck, including Delivery: \$ \_\_\_\_\_

5.11 Cost of two (2) Refrigerated Box Trucks, including Delivery: \$ \_\_\_\_\_

5.12 Cost of three (3) Refrigerated Box Trucks, including Delivery: \$ \_\_\_\_\_

5.13 Guaranteed business days for delivery after receipt of a signed purchase order: \_\_\_\_\_ days

5.14 Will you accept the VISA Credit Card as payment without fees per Section 1.21? \_\_\_\_\_ Yes \_\_\_\_\_ No

5.15 Is your company in full compliance with Section 2.21, Tax Compliance? \_\_\_\_\_ Yes \_\_\_\_\_ No

5.16 Do you comply with the Clean Air Act, per Section 3.8? \_\_\_\_\_ Yes \_\_\_\_\_ No

5.17 Did you include the detailed submittal as per Section 4.3? \_\_\_\_\_ Yes \_\_\_\_\_ No

5.18 Will you furnish Legal Documents, per Section 4.4? \_\_\_\_\_ Yes \_\_\_\_\_ No

5.19 Will you furnish Owner's and Operator's Manuals, per Section 4.5? \_\_\_\_\_ Yes \_\_\_\_\_ No

- 5.20 Did you include warranty information as per Section 4.6?  Yes  No
- 5.21 Did you include the Specifications Checklist (Attachment A)?  Yes  No
- 5.22 Did you include the Certificate of Debarment?  Yes  No
- 5.23 Did you include the Certificate of Restrictions on Lobbying?  Yes  No
- 5.24 I acknowledge the receipt of: (please write "yes" if you received one)
- Addendum 1  Addendum 2  Addendum 3  Addendum 4
- 5.25 Do you accept the terms and conditions of the bid? YES NO YES - WITH  
EXCEPTION If you do not fully accept the terms and conditions, please note the exceptions  
below:

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Failure to include any item above or any item listed in this bid may result in the bid being deemed non-responsive.

**ATTACHMENT A  
SPECIFICATIONS CHECKLIST  
INVITATION FOR BID #3501, REFRIGERATED BOX TRUCKS  
VENDOR \_\_\_\_\_**

**Bidders must complete the Specifications Checklist and return with their bid. If submitting electronically, bidders must attach the Specifications Checklist with their response. Bidders are to indicate if the Refrigerated Box Trucks bid meet the minimum specifications by marking the “Yes” or “No” box. If the minimum specification is not met, bidder must explain in the “Comment” section of the checklist. Bidders may include additional sheets if needed.**

**6.1 TECHNICAL SPECIFICATIONS**

Specification	Yes	No	Comments
<b><u>Powertrain</u></b>			
2023 or 2024 Chevrolet 4500 or 5500 OR Ford F450 or F550 or equivalent			
Engine: 6.7L V8			
GVWR: 14,500 pounds			
3.7 Liter V-6 Diesel Engine			
Transmission: Automatic 6 speed with double overdrive			
Suspension: Spring			
Cab: Regular Cab			
<b><u>Exterior Features</u></b>			
OEM Roof Exterior Color: White			
Large Side Mirrors with Blind Spot Mirrors and Sensors			
Vehicle must be Completely Winterized			
<b><u>Interior Features</u></b>			
Interior Seats: Vinyl Covering			
Power Windows			
Power Locks			
Back-up Camera and Audible Sensors			
One (1) Full Size Spare Wheel with Tire			
AM/FM stereo			
Air Conditioning/ Heat			
Remote keyless entry with a total of two (2) key fobs and four (4) additional keys for single key system			
<b><u>Refrigeration Body Features</u></b>			
Body Length: 16 feet			
Body Height: 91 inches			
Body Width: 96 inches			
Body Insulation: 4 inches in Floor, Roof, and Front, 3 inches in Side Walls			
Body Protection: Rubber Bumper Guards Down Both Sides of Body			
Rear Door Type: Power Lift Gate with 2000 Pound Capacity			
Rear Door Type: Swing-open Hinged Door with Lock with Door Ajar Warning Buzzer			
Drains: Kazoo Floor Drains for Easy Cleaning			
Lighting: LED lights to illuminate Entire Interior Body			
Refrigeration Make: Thermo-King or equivalent			
Refrigeration Model: V-520 Max Series with Smart Power Electric Standby or equivalent			
Refrigeration Temperatures Controls: Adjustable Thermostatically Controlled Temperature Control Panel Located inside Truck Cab with Temperature Alarm.			

**SECTION VI**

**SPECIFICATIONS CHECKLIST (CONT'D)  
INVITATION FOR BID #3501, REFRIGERATED BOX TRUCKS  
VENDOR \_\_\_\_\_**

<b>Specification</b>	<b>Yes</b>	<b>No</b>	<b>Comments</b>
<b><u>Refrigeration Body Features</u></b>			
Temperature Range: Must be able to Maintain Between 32-40 Degrees Fahrenheit			
Securing Straps: Ten (10) Sets of E-Track 2 x 20 Tie Down Straps			
Cargo Securing Options: Four (4) Sets of E-Track Securing System. Two (2) Sets Running Full Length of Both Side Walls.			
<b><u>Miscellaneous Standards</u></b>			
Legal documents delivered with vehicles and address owners as "Knox County Schools Nutrition Department." Proper documentation to acquire license and registration is required at time of delivery			
<b><u>Workmanship</u></b>			
Workmanship throughout vehicles is to conform to highest standards of commercially accepted practice for class of work, and result in neat/finished appearance. Design of body/equipment which manufacturer proposes to furnish is to be such as to provide vehicles of substantial and durable construction in all respects			
Parts are new; no reconditioned obsolete parts accepted			
Vendors <b>must</b> submit a factory detailed sheet with their bid listing all standard equipment and the optional equipment			
<b><u>Warranty</u></b>			
Manufacturer is to state all terms, conditions, and limitations of warranty. Terms, conditions, prices, limitations of any optional, extended warranties to be stated, including local agents responsible for service			

**\*\*Vendor is to clearly mark any alternatives bid or any deviations from the listed specifications**



**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, audiotape, 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 of on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal grant, the making of Federal loan, the entering into of any cooperative agreement, and the extension, communication, renewal amendment, or modification of any Federal contract, grant loan or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontractors, sub-grants, and contracts under grants, loan, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

By: \_\_\_\_\_  
Signature of Company Official

\_\_\_\_\_  
Official's Title

\_\_\_\_\_  
Date