

The Procurement Division of Knox County Tennessee will receive sealed bids for the provision of **CAC Summer Milk Deliveries for 2019** as specified herein. Bids must be received by **2:00 p.m. on March 19, 2019**. Late bids will be neither considered nor returned.

Deliver Bids To:

Bid Number 2792

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

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

SECTION I GENERAL TERMS AND CONDITIONS

- 1.1 ADDITIONAL INFORMATION:** Knox County wants requests for additional information routed to Jay Garrison, CPPB, Procurement Coordinator, at 865.215.5767. Questions may be faxed to 865.215.5778 or email jay.garrison@knoxcounty.org. Information about the Knox County Procurement Division and current solicitations may be obtained on the Internet at www.knoxcounty.org/procurement.
- 1.2 ACCEPTANCE:** Vendors shall hold their price firm and subject to acceptance by Knox County for a period of sixty (60) business days from the date of the bid opening, unless otherwise indicated in their bid.
- 1.3 ALTERNATIVE BIDS:** Knox County will not accept alternate bids (those not equal to specifications) unless authorized by the Invitation for Bid.
- 1.4 AUDIT HOTLINE:** Knox County has established an Audit Hotline to report potential fraud and waste. To report potential fraud, waste or abuse, please call or 1-866-858-4443 (toll-free). You can also file a report online by accessing <http://www.knoxcounty.org/hotline/index.php>. **Vendors are hereby cautioned that this Audit Hotline does not replace the Award Protest Procedures found in Section VI, Item M of the Knox County Procurement Regulations.**
- 1.5 AWARD:** Award will be made to the most responsive, responsible bidder meeting specifications which presents the product or service that is in the best interest of Knox County. Knox County reserves the right to award this bid on an all-or-none basis, line item basis or schedule basis. The evaluation criteria are listed herein. Knox County also reserves the right to not award this bid.
- 1.6 BID DELIVERY:** Knox County requires bidders, when hand delivering bids, to time date and stamp the envelope before depositing it in the bid box. The time clock in the Procurement Division shall become the official record of time. Knox County shall not be responsible for technical difficulties experienced by vendors trying to register less than one (1) hour prior to the bid opening time.

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

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

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

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

Diane Woods, Administrator of Business Outreach
Telephone: 865.215.5760
Emails: diane.woods@knoxcounty.org
Fax: 865.215.5778

Lori Holmann, Coordinator of Business Outreach
865.215.5757
lori.holmann@knoxcounty.org

- 1.8 CONFLICT OF INTEREST:** Vendors must have read and complied with the "Non-conflict of Interest" statement provided in the vendor registration process prior to the opening of this solicitation.
- 1.9 COPIES:** Knox County requires that bids be submitted as one (1) marked original and one (1) exact copy. No copies are needed with an electronic bid response.
- 1.10 DELIVERY:** Vendors must state the delivery time in their bids. Knox County requires that vendors deliver all products "free on board" (FOB) destination.
- 1.11 DESCRIPTIVE LITERATURE:** Vendors, if bidding other than specified, must clearly identify the manufacturer and the specifications, to which they are submitting. Vendors must also provide descriptive literature with their bid.
- 1.12 DECLARATIVE STATEMENTS:** Any statement or words (e.g.: must, shall, will) are declarative statements and the vendor must comply with the condition. Failure to comply with any such condition will result in the bid being considered non-responsive and disqualified.
- 1.13 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.
- 1.14 HOW TO DO BUSINESS:** Knox County utilizes a web-based Procurement software system, "Knox Procurement On-Line". The system provides our clients (vendors, county departments and the citizens of Knox County) with a more enhanced and end-user friendly means of accessing our services. The system allows for on-line vendor registration and maintenance, electronic receipt of purchase orders, on-line retrieval and submittal of quotes, bids and proposals for our vendor-clients and on-line requisitioning and receiving for our county departments. In order for the County to maximize its investment and minimize the cost associated with office operations we need your help. When doing business with Knox County we are urging you to please go to our website at www.knoxcounty.org/Procurement, register as a vendor in our on-line Procurement system, "Knox Procurement On-Line", if you have not done so and whenever possible to conduct your business with the County through this site. If you have any questions please contact the Procurement Division Representative listed in Section 1.1 of this document.
- 1.15 INCLEMENT WEATHER:** During periods of inclement weather in Knox County, the Procurement Division will enact the following procedures in regards to solicitations and weather delays:
- If the Mayor closes the Administrative offices prior to the time set for solicitation opening of any business day, all solicitations due that same day will be moved to the next operational business day.
 - Other weather issues shall be at the sole discretion of the Procurement Director.
 - Knox County shall not be liable for any commercial carrier's decision regarding deliveries during inclement weather.
- 1.16 INCURRED COSTS:** Knox County will not be responsible for any costs incurred by the bidder in the preparation of their bid.
- 1.17 MULTIPLE BIDS:** Knox County will consider multiple bids that meet specifications.
- 1.18 NON-COLLUSION:** Bidders, by submitting a signed bid, certify that the accompanying bid is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Tennessee or United States law.
- 1.19 OPEN RECORDS ACT:** Knox County is subject to the Tennessee Open Records Act 10-7-503 et seq. Proposers are cautioned that all documents submitted on behalf of this Request for Proposal shall be open to the public for viewing and inspection, regardless of being marked "confidential", and Knox County will comply with all legitimate requests.

- 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, requests 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 RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS:** It is the responsibility of the prospective bidder to review the entire Invitation for Bid (IFB) packet and to notify the Procurement Division if the specifications are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the specifications or bidding procedures must be received in the Procurement Division by **March 5, 2019 @ 4:30 p.m.** local time. These requirements also apply to specifications that are ambiguous.
- 1.26 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.
- 1.27 TAXES:** Knox County purchases are not subject to taxation. Tax exemption certificates will be provided upon request.
- 1.28 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.
- 1.29 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.
- 1.30 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.

- 1.31 VENDOR REGISTRATION:** Prior to the opening of this bid, ***ALL BIDDERS MUST*** be registered with the Procurement Division. Please register on-line at our website at www.knoxcounty.org/Procurement and click on "Online Vendor Registration." Vendors must be registered with the Procurement Division **prior** to submitting their bid.
- 1.32 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:** The laws of the State of Tennessee shall govern this Contract, and all obligations of the parties are performable in Knox County, Tennessee. The Chancery Court and/or the Circuit Court of Knox County, Tennessee, shall have exclusive and concurrent jurisdiction of any disputes, which arise hereunder.
- 2.9 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.
- 2.10 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 NON-DISCRIMINATION AND NON-CONFLICT STATEMENT:** Contractor agrees that no person on the grounds of handicap, age, race, color, religion, sex or national origin, shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this agreement, or in the employment practices of vendor. Contractor shall upon request show proof of such non-discrimination, and shall post in conspicuous places available to all employees and applicants notices of non-discrimination. Contractor covenants that it complies with the Fair Wage and Hour Laws, the National Labor Relations Act, and other federal and state employment laws as applicable. Contractor covenants that it does not engage in any illegal employment practices.
- Contractor covenants that it has no public or private interest, and shall not acquire directly or indirectly any interest that would conflict in any manner with the provision of its goods or performance of its services. Contractor warrants that no part of the total Contract amount provided herein shall be paid directly or indirectly to any officer or employee of Knox County as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor or consultant to Contractor in connection with any goods provided or work contemplated or performed relative to the agreement.
- 2.16 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) Written Contract, (2) Invitation for Bid, (3) Bid, (4) Award, (5) Special Terms and Conditions, (6) General Terms and Conditions, (7) Specifications, (8) Drawings.
- 2.17 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.
- 2.18 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.
- 2.19 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.
- 2.20 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.
- 2.21 TERMINATION:** County may terminate this agreement with or without cause at anytime. 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.
- 2.22 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 set forth and convey to prospective vendors the general type, character and quality of CAC Summer Milk Deliveries for 2019 as desired by the Knoxville-Knox County Community Action Committee (CAC). Award will be based on Best Value. Best Value means more than low cost. It includes initial cost, service quality and other factors detailed herein.
- 3.2 ACCEPTANCE:** Bidders are advised that the payment of an invoice does not necessarily constitute as an acceptance of services that are provided. Acceptance requires a specific written action by Knox County so stating.
- 3.3 ADDITIONS OR DELETIONS:** Knox County reserves the right to add or delete goods and/or services as the need arises. If items are to be added, Knox County and the Contractor will arrive at a mutually agreed price.
- 3.4 ACCOUNT:** Upon award of this bid, the successful vendor must create a credit account with the Knoxville-Knox County Community Action Committee, separate from any existing account of Knox County Government. Vendor is to note that CAC may not be able to pay invoices for a minimum of sixty (60) days.
- 3.5 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.
- 3.6 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.

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

- 3.7 COSTS OF GOODS:** Prices quoted must include all costs for providing and delivering these goods. CAC will not pay any hidden charges.
- 3.8 DELIVERY:** Knox County reserves the right to cancel orders with no obligation when delivery time is exceeded. All delivery charges must be included in the bid price.
- 3.9 EVALUATION CRITERIA:** The following criteria will be the basis for award:

Price	100 points
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- 3.10 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.
- 3.11 INSURANCE:** The successful Contractor(s) must carry the insurance as indicated on the Insurance Attachment hereto. As proof of the Contractor's willingness to obtain and maintain the insurance, the Contractor must complete, sign and have its insurance agent sign, the attachment and submit it with their bid. Upon the Notification of Intent to Award, the successful Contractor(s) will be required to submit a Certificate of Insurance with the appropriate coverage and naming Knox County and CAC as additional insured. It will be the responsibility of the Contractor to keep a current COI on file with Knox County during the term of the Contract.

- 3.12 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.
- 3.13 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.
- 3.14 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.
- 3.15 QUANTITIES:** Knox County does not guarantee any quantities of goods will be ordered under this agreement. Goods will be ordered on an as-needed basis. Quantities ordered may vary after the bid is opened to utilize all available funds.
- 3.16 SUBMIT QUESTIONS:** Prospective bidders must submit questions concerning this solicitation by **March 5, 2019 at 4:30 p.m.** Submit questions as noted in Section 1.1.

SECTION IV SPECIFICATIONS BID 2792, CAC SUMMER MILK DELIVERIES 2019

- 4.1 SCOPE OF SERVICES/CONTRACTOR RESPONSIBILITIES:** The following are the scope of services as well as contractor responsibilities.
- The Knoxville-Knox County Community Action Committee is accepting bids for the supply and delivery of milk and meals for the Summer Food Service Program for Children. This program is described as follows:
 - The Summer Food Service Program for Children runs from May 28, 2019 through July 26, 2019. There are forty-three (43) days of operation (Thursday, July 4, 2019 is a holiday).
 - Contracted delivery staff will need to be available beginning May 24, 2019 for orientation. Orientation will last approximately one (1) hour.
 - **The cost of the milk cannot exceed \$2100 per one-half pint carton of one percent white and \$2400 per one-half pint carton of fat free chocolate milk to be delivered to the food preparation site each day.**
 - One driver with one refrigerated truck is required for deliveries within Knox County.
 - The drivers and trucks will be needed for 43 days, beginning May 28, 2019 to July 26, 2019 (Thursday, July 4, 2019 is a holiday).
 - The delivery unit must be serviceable for delivery activities. In case of mechanical problems, another vehicle must be available for immediate service.
 - The delivery unit will transport both milk and food to meal sites.
 - The delivery unit will deliver breakfast, lunch, and snack meals in addition to the milk and/or other beverages assigned to the meals.
 - The delivery unit must be capable of handling the volume of these deliveries.
 - The delivery unit must have seating capacity for both the CAC rider and driver in addition to seat belts as required by insurers.
 - The Community Action Committee will assign a helper to each driver to assist in distributing the meals.
 - The driver will meet the CAC employee at West High School, 3300 Sutherland Ave, Knoxville, TN 37919 by 6:00 a.m. load meals and begin delivery. Start times will be determined by the program director.
 - The driver will be responsible for accurately loading and distributing food and beverage items.
 - The driver will adjust delivery items daily based on changing site attendance.

- The driver will load two (2) extra cases each of white and chocolate milk to adjust meal request.
- The driver will be responsible for moving the meals and milk from back of the truck to door.
- The driver will collect (daily) milk containers (crates) left from the previous day and stacking crates inside the truck and to return crates to the dairy.
- The driver will accurately report the number of white and/or chocolate milk one-half pint cartons delivered both by site and total route.
- The driver will regularly rotate milk to assure the delivery of the freshest products to meal sites.
- The driver is expected to make deliveries as outlined by the program director to assure proper program management.
- CAC will pay for the actual mileage driven and actual hours worked to load and distribute milk and meals per day.
- CAC employee will bring meals to the truck door from West High School.
- CAC employee will unload meals and milk from the door of truck and deliver into the sites.
- CAC employee will return the previous days milk crates to the door of the truck.
- A list of each delivery route and the estimated mileage of each route is attached. This includes an estimate of the number of one-half pint cartons delivered to each site daily. These figures will be adjusted daily as indicated herein.

4.2 CAC RESPONSIBILITIES:

- Provide one (1) CAC employee per truck to bring meals to truck door at West High School
 - Individual lunches are packed in meals boxes. 40 of those individual boxes are stacked into a larger cardboard box. At each site the driver must count out the number of meals for that site.
 - Breakfast is usually cereal in individual bowls in miscellaneous boxes from the kitchen for each site. Cases of juice are loaded in bulk and counted out for each site receiving breakfast.
 - Snacks are either bagged or boxed for the sites individually.
- CAC employee will unload milk and meals and deliver recipients.
- CAC employee to return empty milk crates to door of truck.

****Bidders need not return pages 1-8 with their response.****

5.1 Vendor Name _____

5.2 Knox County Vendor Number _____

5.3 Vendor address _____

City _____ State _____ Zip _____

5.4 Telephone number _____ Fax number _____

E-mail address _____

5.5 Contact person _____

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

Authorizing signature _____
(Please sign original in blue ink)

5.7 Vendor's Knox County Business License Number _____
(if applicable) Attach a copy with bid

5.8 Do the items bid in Section IV meet the minimum specifications outlined in this bid document?

_____ Yes _____ No

5.9 Will you accept payment via E-commerce Card (VISA) as per Section 1.20?

Yes _____ No _____

5.10 Did you include the Insurance Checklist as per Section 3.11? Yes _____ No _____

5.11 Will you require CAC to sign a waiver of liability for CAC personnel? _____ Yes _____ No

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

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

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

With Exceptions _____

(You must state any exception taken)

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

10

Attachment A

Route 1		Route 2		Route 3	
1	Cecil Webb Rec Ctr 953 Moody Avenue 100 milks	1	Cumberland Estates Rec Ctr 4529 Silverhill Drive 100 milks	1	Austin East SP 2800 M.L. King Ave 100 milks
2	Christenberry Rec Center 931 Oglewood Avenue 120 milks	2	First Lutheran SP 1207 Broadway 120 milks	2	Beck Cultural Center 1927 Dandridge Ave 20 milks
3	Flenniken Square Apts SP 508 Flenwood Way 25 milks	3	Haslam Boys & Girls Club 407 Caswell Ave 400 milks	3	Cal Johnson Rec. Ctr. 507 Hall of Fame Drive 50 milks
4	Fulton High School 2509 Broadway 100 milks	4	KAEC 5719 Kingston Pk 75 milks	4	Carter High School 210 Carter School Rd 25 milks
5	Halls Powell B& G Club 1819 Dry Gap Pk 600 milks	5	Lonsdale Elem. SS 1317 Louisiana Avenue 40 milks	5	Connect Ministries 2340 Magnolia Ave 2 milks
6	Homeless Education SP 927 Oglewood Ave 60 milks	6	Lonsdale Rec Center 2700 Stonewall St 110 milks	6	Divine Worship Christian Ctr 1530 Washington Ave 50 milks
7	Montgomery Village B&G Club 4530 Joe Lewis Road 80 milks	7	Moses Teen Center 220 Carrick Street 220 milks	7	E V Davidson SP 3124 Wilson Avenue 190 milks
8	Montgomery Village Ministries 1124 Cook Dr 10 milks	8	Pond Gap Elem. SP 1421 Hollywood Dr 100 milks	8	Freedom School 3001 Brooks Road 80 milks
9	North Ridge Crossing 3916 Carus Road 190 milks	9	Ridgebrook Apts 2121 Ridgebrook Ln 45 milks	9	Greater Warner 3800 M L K Ave 50 milks
10	Powell Shades 1810 Dry Gap Pk 75 milks	10	Second UMC 1524 Western Ave 100 milks	10	Holston Oaks Apts 1930 Natchez Ave 40 Milks
11	South Doyle High 2020 Tipton Station Rd 50 milks	11	Virginia Avenue SP 2201 Virginia Ave 30 milks	11	Hope Central 2112 E Magnolia Ave 40 milks
12	South Ridge Apts SP 1529 Bertie Rand St 37920 10 milks	12	Wee Care SP 120 E Woodland Ave 40 milks	12	Kuumba Kamp SP 2800 M L King Ave 80 milks
13	Urban Family Org. SP 2241 Washington Pk 40 milks	13	Wesley House 1719 Reynolds St 150 milks	13	McDonald Drive COC 3800 McDonald Dr 30 milks
14	Vestal B & G Club 522 Old Maryville Pike 200 milks	14	West Haven Rec Ctr 3622 Sisk Road 70 milks	14	Milton Roberts Rec 5900 Asheville Hwy 160 milks
		15	Western Hts Boy & Girls Club 1327 Oldham Avenue 100 milks	15	Mt. Zion SP 2714 Brooks Rd 80 milks
		16	YMCA Primetime 1211 Beaumont Ave 75 milks	16	Paul Kelly Center SS 3001 Knoxville Center Dr 80 milks
				17	Phyllis Wheatley YWCA SP 124 S Cruze Street 60 milks
				18	Project Ready 737 College St 30 milks

	Kitchen Pick Ups	Milks
1	Belle Meade Apts	5
2	Deane Hill Rec	220
3	Emerald Ave	80
4	Hiawassee Square Apts	20
5	Inskip Elem.	40
6	Kensington Forest Apts	10
7	Laurel COC	60
8	Middlebrook B&G	250
9	New Hopewell Shades	80
10	Our Place	40
11	Righteous Readers	30
12	Ritta Elem SS	90
13	Sutherland Square Apts	20
	Approx. daily total milk for Route 1 is:	2025
	Approx. daily total milk for Route 2 is:	1990
	Approx. daily total milk for Route 3 is:	1505
Approx. daily total milk for Kitchen		995
	Approx. daily milk for Summer Food is:	6515

Total Miles 100

Total Miles 100

Total Miles 100

19	Richard Leake Rec Center 3511 Alice Bell Road 40 milks
20	Sarah M. Green Elem. SS 3001 Brooks Road 100 milks
21	Shakespeare In The Shade 1807 Martin L. King Avenue 20 milks
22	Vine Middle SP 1807 Martin L. King Avenue 30 milks
23	Walter P Taylor B & G Club 317 McConnell Street 100 milks
24	Wee Course 2351 Dandridge Avenue 90 milks

**KNOX COUNTY PROCUREMENT DIVISION
INSURANCE CHECKLIST
BID NUMBER 2792**

THE CERTIFICATE OF INSURANCE MUST SHOW ALL COVERAGES & ENDORSEMENTS WITH "YES" AND ITEMS 20 TO 25.

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="display: flex; align-items: center;"> <div style="border: 1px solid black; padding: 5px; margin-right: 10px;"> X ANY AUTO-SYMBOL (1) </div> <div style="border: 1px solid black; width: 100px; height: 100px; position: relative;"> <div style="position: absolute; top: 0; right: 0; width: 100%; height: 100%;"></div> </div> </div>	<div style="display: flex; justify-content: space-between;"> <div>COMBINE SINGLE LIMIT (Per-Accident)</div> <div>\$1,000,000</div> </div> <div>BODY INJURY (Per-Person)</div> <div>BODY INJURY (Per-Accident)</div> <div>PROPERTY DAMAGE (Per-Accident)</div>
YES	4.	<div style="display: flex; justify-content: space-between;"> <div>COMMERCIAL GENERAL LIABILITY</div> <div></div> </div> <div style="display: flex; justify-content: space-between;"> <div>CLAIM MADE</div> <div>X</div> <div>OCCU R</div> </div> <div style="display: flex; justify-content: space-between;"> <div>GEN'L AGGREGATE LIMITS APPLIES PER</div> <div></div> </div> <div style="display: flex; justify-content: space-between;"> <div>POLICY</div> <div>X</div> <div>PROJECT</div> <div></div> <div>LOC</div> </div>	<div style="display: flex; justify-content: space-between;"> <div>EACH OCCURRENCE</div> <div>\$ 1,000,000</div> </div> <div style="display: flex; justify-content: space-between;"> <div>FIRE LEGAL LIABILITY</div> <div>\$ 100,000</div> </div> <div style="display: flex; justify-content: space-between;"> <div>MED EXP (Per person)</div> <div>\$ 5,000</div> </div> <div style="display: flex; justify-content: space-between;"> <div>PERSONAL & ADV INJURY</div> <div>\$ 1,000,000</div> </div> <div style="display: flex; justify-content: space-between;"> <div>GENERAL AGGREGATE</div> <div>\$ 2,000,000</div> </div> <div style="display: flex; justify-content: space-between;"> <div>PRODUCTS-COMPLETED OPERATIONS/AGGREGATE</div> <div>\$ 2,000,000</div> </div>
YES	5.	PREMISES/OPERATIONS	\$1,000,000 CSL BI/PD EACH OCCURRENCE \$2,000,000 ANNUAL AGGREGATE
YES	6.	INDEPENDENT CONTRACTOR	\$1,000,000 CSL BI/PD EACH OCCURRENCE \$1,000,000 ANNUAL AGGREGATE
YES	7.	CONTRACTUAL LIABILITY (MUST BE SHOWN ON CERTIFICATE)	\$1,000,000 CSL BI/PD EACH OCCURRENCE \$1,000,000 ANNUAL AGGREGATE
NO	8.	XCU COVERAGE	NOT TO BE EXCLUDED
YES	9.	UMBRELLA LIABILITY COVERAGE	\$1,000,000
		PROFESSIONAL LIABILITY	
NO NO NO NO	10.	<div style="display: flex; align-items: center;"> <div style="border: 1px solid black; width: 40px; height: 40px; margin-right: 10px;"></div> <div> ARCHITECTS & ENGINEERS ASBESTOS & REMOVAL LIABILITY MEDICAL MALPRACTICE MEDICAL PROFESSIONAL LIABILITY </div> </div>	\$1,000,000 PER OCCURRENCE/CLAIM \$2,000,000 PER OCCURRENCE/CLAIM \$1,000,000 PER OCCURRENCE/CLAIM \$1,000,000 PER OCCURRENCE/CLAIM
NO	11.	MISCELLANEOUS E & O	\$500,000 PER OCCURRENCE/CLAIM
NO	12.	MOTOR CARRIER ACT ENDORSEMENT	\$1,000,000 BI/PD EACH OCCURRENCE UNINSURED MOTORIST (MCS-90)
NO	13.	MOTOR CARGO INSURANCE	
NO	14.	GARAGE LIABILITY	\$1,000,000 BODILY INJURY, PROPERTY DAMAGE PER OCCURRENCE
NO	15.	GARAGEKEEPER'S LIABILITY	\$500,000 COMPREHENSIVE \$500,000 COLLISION
NO	16.	INLAND MARINE BAILEE'S INSURANCE	\$
NO	17.	DISHONESTY BOND	\$
NO	18.	BUILDERS RISK	PROVIDE COVERAGE IN THE FULL AMOUNT OF THE CONTRACT UNLESS PROVIDED BY OWNER.
NO	19.	USL&H	FEDERAL STATUTORY LIMITS

20. Carrier rating shall be Best's Rating of A-VII or better or its equivalent.

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

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

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

24. Other insurance required _____.

25. The Contractor agrees to save, defend, keep harmless, indemnify and pay on behalf of the County and all of its agents and employees (collectively the County) from and against any and all claims, loss, damage, injury, cost (including court costs and attorney's fees), charges, liability or exposure, however caused, resulting from, arising out of or in any way connected with the Contractor's performance of the Agreement terms on its obligations under the agreement.

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

.

Agency Name: _____ Authorizing Signature: _____

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

Bidder's Name: _____ Authorizing Signature: _____