

The Procurement Division of Knox County, Tennessee will receive sealed bids for the provision of **Towing Services** as specified herein. Bids must be received by **2:00 p.m. on January 30, 2020**. Late bids will neither be considered nor returned.

Deliver Bids To:

**Bid Number 2925
Knox County Procurement Division
Suite 100
1000 North Central Street
Knoxville, Tennessee 37917**

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

SECTION I GENERAL TERMS AND CONDITIONS

1.1 ADDITIONAL INFORMATION: Knox County wants requests for additional information routed to Ben Sharbel, CPPO, CPPB, Supervisor of Property Development and Asset Management, at 865.215.5765. Questions may be emailed to ben.sharbel@knoxcounty.org. Information about the Knox County Procurement Division 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 ninety (90) business days from the date of the bid opening, unless otherwise indicated in their bid.

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

1.4 AUDIT HOTLINE: Knox County has established an Audit Hotline to report potential fraud and waste. To report potential fraud, waste or abuse, please call 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, who presents the product or service that is in the best interest of Knox County. Knox County reserves the right to award this bid on a schedule basis, item-by-item basis, an all or none basis, or by multiple award, whichever is in the best interest of the County. Knox County reserves the right to not award this bid. Award will be made in accordance with the evaluation criteria specified herein.

1.6 BID DELIVERY: Knox County requires bidders, when hand delivering bids, to time and date stamp the envelope before depositing it in the bid box. The time clock in the Procurement Division shall become the official record of time. Electronic submissions are recorded electronically. Knox County shall not be responsible for technical difficulties experienced by vendors trying to register or submit their bid electronically less than twenty-four (24) hours prior to the bid opening time.

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

1.7 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, Business Outreach Administrator
Knox County Procurement
Telephone: 865.215.5760
Fax: 865.215.5778
E-Mail: diane.woods@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 **COOPERATIVE PROCUREMENT:** Bidders must indicate whether it is permissible for other governments in Tennessee to purchase these items or services at the same price. Freight charges can be adjusted to reflect differences in delivery costs.
- 1.10 **COPIES:** Knox County **requires** that bids being submitted by hand be submitted with one (1) marked original and two (2) exact copies. If submitting electronically, no additional copies are needed.
- 1.11 **DECLARATIVE STATEMENT:** 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 may result in their bid being non-responsive and disqualified.
- 1.12 **ELECTRONIC TRANSMISSION OF BIDS:** Knox County's Procurement Division **will** accept, and strongly encourages, electronically transmitted bids through the County's On-Line Procurement System. Facsimile submission is strictly prohibited.
- 1.13 **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.
- 1.14 **INCURRED COSTS:** Knox County will not be responsible for any costs incurred by the bidder in the preparation of their bid.
- 1.15 **MULTIPLE BIDS:** Knox County will consider multiple bids that meet specifications.
- 1.16 **NON-COLLUSION:** Vendors, 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.
- 1.17 **PAYMENT METHOD:** Knox County utilizes two (2) methods of placing orders for products/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)/service(s) and the contracted price for each item/service.

The second method is the use of the Knox County Credit Card (VISA). Orders placed on the credit card will list the same information as the Purchase Order. Vendors will be given the card information and approval to process the transaction for the requesting department. Vendors must indicate in their bid response if the Vendor will accept the Knox County Credit Card (VISA) as 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.

- 1.18 PROCESSING TIME FOR PAYMENT:** Vendors are advised that a minimum of thirty (30) days is required to process invoices for payment when the invoicing instructions herein are followed.
- 1.19 PROOF OF FINANCIAL AND BUSINESS CAPABILITY:** Bidders 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 bidders' ability.
- 1.20 RECYCLING:** Knox County, in its continuing efforts to lessen the amount of landfill waste and to further recycling efforts, requests that bids be sent electronically. Bids being submitted on paper shall:
- 1.20.1** Be submitted on recycled paper;
 - 1.20.2** Not include pages of unnecessary advertising;
 - 1.20.3** Be made on both sides of each sheet of paper.
- 1.21 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 bid procedures must be received in the Procurement Division no later than **4:30 p.m. local time on January 20, 2020**. These requirements also apply to specifications that are ambiguous.
- 1.22 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 bidder acknowledges and accepts the terms and conditions stated in the 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 and/or services and the vendor's subsequent response.
- 1.23 TAXES:** Knox County purchases are not subject to taxation. Tax exemption certificates will be provided upon request.
- 1.24 TERM BID AGREEMENTS:** If this bid results in a term bid Contract with the vendor, Knox County must receive all general price decreases that other similar customers receive.
- 1.25 TITLE VI OF THE 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 2000d. It is the policy of Knox County Government that all its services and activities be administered in conformance with the requirements of Title VI.
- 1.26 USE OF BID FORMS:** Vendors must complete the bid forms contained in the bid package. Failure to complete the bid forms may result in rejection of their bid.
- 1.27 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.
- 1.28 VENDOR REGISTRATION:** Prior to the opening of this bid, **ALL BIDDERS** must be registered with the Procurement Division. A vendor application may be submitted online at www.knoxcounty.org/procurement. Select the On-Line Vendor Registration link and complete the forms. Vendors must be registered with the Procurement Division **prior** to submitting their bid.
- 1.29 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 three (3) 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 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 which have been manufactured or assembled by child labor.
- 2.6 COMPLIANCE WITH ALL LAWS:** Contractor is assumed to be familiar with and agrees to observe and comply with all federal, state, and local laws, statutes, ordinances, and regulations in any manner affecting the provision of goods and/or services, and all instructions and prohibitive orders issued regarding this work and shall obtain all necessary permits.
- 2.7 CRIMINAL HISTORY CHECK:** Any and all contractors, sub-contractors, successful vendors, vendor employees and school employees agree to comply with Tennessee Code Annotated Section 49-5-413. Tennessee Code Annotated Section 49-5-413 requires that all parties providing services at any Knox County Schools' location must submit to a criminal history records check at their expense. The criminal history check is to be conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation prior to permitting the party to have contact with students or enter school grounds when students are present.
- 2.8 DEFAULT:** If Contractor fails to perform or comply with any provision of this Contract or the terms or conditions of any documents referenced and made a part hereof, Knox County may terminate this Contract, in whole or in part, and may consider such failure or noncompliance a breach of Contract. Knox County expressly retains all its rights and remedies provided by law in case of such breach, and no action by Knox County shall constitute a waiver of any such rights or remedies. In the event of termination for default, Knox County reserves the right to purchase its requirements elsewhere, with or without competitive bidding.
- 2.9 GOVERNING LAW:** This Contract shall be governed by the laws of the State of Tennessee, and all obligations of the parties are performable in Knox County, Tennessee. The Chancery Court and/or the Circuit Court of Knox County, Tennessee, shall have exclusive and concurrent jurisdiction of any disputes which arise hereunder.
- 2.10 INCORPORATION:** All specifications, drawings, technical information, Invitation for Bid, Bid, Award and similar items referred to or attached or which are the basis for this Contract are deemed incorporated by reference as if set out fully herein.
- 2.11 INDEMNIFICATION/HOLD HARMLESS:** Contractor shall indemnify, defend, save and hold harmless Knox County, its officers, agents and employees from all suits, claims, actions or damages of any nature brought because of, arising out of, or due to breach of the agreement by Contractor, its subcontractors, suppliers, agents, or employees or due to any negligent act or occurrence or any omission or commission of Contractor, its subcontractors, suppliers, agents or employees.
- 2.12 INDEPENDENT CONTRACTOR:** Contractor shall acknowledge that it and its employees serve as independent contractors and that Knox County shall not be responsible for any payment, insurance or incurred liability.
- 2.13 INSPECTION AND ACCEPTANCE:** Warranty periods shall not commence until Knox County inspects and formally accepts the goods and/or services. The terms, conditions and timing of acceptance shall be determined by Knox County. Knox County reserves the right to reject any or all items or services not in conformance with applicable specifications, and Contractor assumes the costs associated with such nonconformance.

Acceptance of goods or services does not constitute a waiver of latent or hidden defects or defects not readily detectable by a reasonable person under the circumstances.

- 2.14 IRAN DIVESTMENT ACT:** By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to Tennessee Code Annotated § 12-12-106.
- 2.15 LIMITATIONS OF LIABILITY:** In no event shall Knox County be liable for any indirect, incidental, consequential, special or exemplary damages or lost profits, even if Knox County has been advised of the possibility of such damages.
- 2.16 NON-DISCRIMINATION AND NON-CONFLICT STATEMENT:** Contractor agrees that no person on the grounds of handicap, age, race, color, religion, sex 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, which would conflict in any manner with the provision of its goods or performance of its services. Contractor warrants that no part of the total contract amount provided herein shall be paid directly or indirectly to any officer or employee of Knox County as wages, compensation, or gifts in exchange for acting as officer, agent, employee, sub-contractor or consultant to Contractor in connection with any goods provided or work contemplated or performed relative to the agreement.
- 2.17 ORDER OF PRECEDENCE:** In the event of inconsistent or conflicting provisions of this Contract and referenced documents, the following descending order of precedence shall prevail: (1) Contract, (2) Invitation for Bid, (3) Bid, (4) Award, (5) Special Terms and Conditions, (6) General Terms and Conditions, (7) Specifications, (8) Drawings.
- 2.18 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, 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.
- 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 and signature that it is current in its respective Federal, State, County, and City taxes of whatever kind or nature and is not delinquent in any way. Delinquent status must be disclosed or risk debarment by the Knox County Procurement Division.
- 2.22 TERMINATION:** County may terminate this agreement with or without cause at 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.
- 2.23 WARRANTY:** Contractor warrants to Knox County that all items delivered and all services rendered shall conform to the specifications, drawings, bid and/or other descriptions furnished and/or incorporated by reference, and will be fit for the particular purpose purchased, of merchantable quality, good workmanship, and free from defects. Contractor extends to Knox County all warranties allowed under the U.C.C.

Contractor shall provide copies of warranties to the County. Return of merchandise not meeting warranties shall be at contractor's expense.

SECTION III SPECIAL TERMS AND CONDITIONS

- 3.1 INTENT:** The intent of this Invitation for Bid is to obtain one (1) or more contractors for “on call” towing services for Knox County Government, Knox County Sheriff’s Office (KCSO), Knox County School Maintenance and Operations (KCSMO) and the Public Building Authority (PBA). The services requested are for the towing of government vehicles only and the towing of cars as marked by Codes Enforcement under Ordinance O-05-9-102 Inoperable Vehicles (see Section 4.5). This Contract will not consist of general public vehicles involved in accidents. 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 may require a specific written action by Knox County so stating.
- 3.3 ACCOUNT SET-UP:** The successful vendor(s) **will be required** to set up separate accounts for Knox County Fleet, Knox County Sheriff, Knox County Schools and PBA. Upon award of the Contract, a list of all departments with the associated agency will be provided to the successful vendor(s). The successful vendor(s) will be required to invoice, as well as post payment, to the proper agency.
- 3.4 ADDITIONS/DELETIONS OF GOODS/SERVICES:** Knox County reserves the right to add goods and/or services to this term 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.
- 3.5 AGENCY CONTACTS:** Contractor(s) will be given a list of key personnel directly associated with the service to be performed for contact information. Only the Knox County Procurement Division will have the authority to make changes during the term of this agreement and in compliance with the resulting contract.
- 3.6 AWARD STATUS:** Knox County intends to issue a one (1) year award. Upon the mutual agreement of each vendor and Knox County, the award may be extended for four (4) additional years, one (1) year at a time. This may result in a total of five (5) years. Knox County reserves the right to purchase these items/services from other sources if the need arises. Knox County reserves the right to revoke the award if a pattern of unavailability arises with the vendor. Should Knox County desire not to renew, no reason needs to be given.
- 3.7 BACKGROUND CHECKS:** A Knox County Sheriff’s Office background check may be a requirement for all employees of the Contractor’s staff providing services to certain information-sensitive departments (e.g. Knox County Sheriff’s Office). Certain felony convictions will prohibit individuals from servicing these departments. All costs associated with background checks will be the responsibility of Knox County. This background check is in addition to the Criminal History Check detailed in Section 2.7.
- 3.8 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.
- 3.9 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 all of the successful bid in selecting an operation which is judged to be in the best interest of the Knox County. All material submitted becomes the property of Knox County.
- 3.10 CERTIFICATION:** Bidders shall obtain (at the bidder’s expense) and submit copies with their bid, all permits and licenses required by law or ordinance and maintain the same in full force and effect.
- 3.11 CHANGES AFTER AWARD:** It is possible after award that Knox County may change its needs or requirements. Knox County reserves the right to make such changes after consultation with the Contractor(s). Should additional costs arise, Knox County reserves the right to consider accepting these charges provided the Contractor(s) can document the increased costs. Knox County also reserves the right to accept proposed service changes from the Contractor(s) if they will lower the cost to Knox County and/or provide improved service.

- 3.12 COMPLIANCE WITH ALL APPLICABLE REGULATIONS:** Vendor agrees and covenants that the company, its agents and employees will comply with all City, County, State and Federal codes, laws, rules and regulations applicable to the business to be conducted under this Contract. If the Vendor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, the Vendor shall bear all costs arising from them.
- 3.13 CONTACT PERSONNEL:** It shall be essential to the success of this Contract to develop a good working relationship with the Contractor(s). It is imperative that the Knox County account be handled efficiently and professionally. Knox County should be assigned no more than two (2) Contractor contacts to handle billing inquiries and service related issues. In the event one (1) or both contacts leave the Knox County account, the Contractor shall formally introduce the new contacts to County personnel. These contacts must be knowledgeable of the County's account to avoid any interruption of service.
- 3.14 CONTRACT EXECUTION:** The award of this bid may result in a Contract between Knox County and the successful Contractor(s). The Contract must be voted on by the Knox County Commission and receive a majority vote. The successful vendor(s) may be required to be present at the full Commission Meeting to answer questions relating to the equipment provided and services performed. Adequate notification will be given by Knox County Procurement Division if the vendor(s) will need to attend this meeting. There shall be no cost to Knox County for attendance at this meeting. The Knox County Procurement Division will draft the Contract. The Knox County Procurement Division **will not** accept any Contractor's Contract. If these types of Master Agreements, Service Agreements, Terms of Agreements or other submitted Contract agreements are submitted, they **will** be rejected. Vendors are hereby cautioned that no contract shall be binding on Knox County unless signed by the County Mayor. The Public Building Authority will also draft a written contract based from this bid, and it must be signed by the CEO/Administrator.
- 3.15 CONTRACTOR RESPONSIBILITIES:** At Contractor's own expense, the Contractor shall:
- Provide competent supervision.
 - Provide competent workers.
 - Take precautions necessary to protect persons or property against injury or damage and be responsible for any such damage, or injury that occurs as a result of their fault or negligence.
- 3.16 DESTINATION AND DELIVERY:** Bidders must include all destination and delivery charges in their price. **There will be no extra hidden charges.** Delivery must be "free on board" to the County department.
- 3.17 EVALUATION CRITERIA:** This bid will be evaluated using the following criteria:
- | | |
|---------------|-----------|
| Price | 70 Points |
| Response Time | 15 Points |
| Resources | 15 Points |
- 3.18 EVALUATION REVIEW:** Knox County reserves the right to use all pertinent information that might affect the County's judgment as to the appropriateness of an award to the best evaluated bidder. This information may be appended to the bid evaluation process results. Information on a service provider from reliable sources, and not within the service provider's bid, may also be noted and made part of the evaluation file. Knox County shall have sole responsibility for determining a reliable source. Knox County reserves the right to conduct written and/or oral discussions/interviews after the bid opening. The purpose of such discussions/interviews is to provide clarification and/or additional information to make an award that is in the best interest of Knox County.
- 3.19 EXCEPTIONS TO SPECIFICATIONS:** Bidders taking exception to any part or section of these specifications shall indicate such exceptions in their bid response. Failure to indicate any exceptions shall be interpreted as the bidder's intent to fully comply with the specifications as written. Conditional or qualified offers are subject to rejection in whole or in part. Exceptions will be negotiated for a mutual resolution.
- 3.20 FUEL ADJUSTMENTS:** Due to current market conditions, world events and the volatility of the fuel industry, Knox County realizes the potential for drastic fluctuations in the price of fuel. In the event of extraordinary and unexpected increases in fuel costs, Knox County may **consider** requests for limited price/invoice/billing adjustments, provided that sufficient, appropriated funds for goods or services hereunder are available or reasonable appropriations can be made. Knox County makes **no** guarantee of such adjustments.

Any request for adjustment must be accompanied with full documentation; this may include letters from vendors and/or suppliers, explaining what event or events led to the request for adjustment. Knox County reserves the right to audit **actual** invoices for fuel related products and/or services. Any adjustment made under this provision may require a Contract amendment, which shall be governed by all applicable laws, rules and regulations governing contract modifications.

3.21 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.

3.22 INSURANCE: The successful vendor must carry the insurance as indicated on the Insurance Attachment hereto. As proof the vendor's willingness to obtain and maintain the insurance, the vendor must complete, sign and have its insurance agent sign the attachment and submit it with the bid.

Upon the Notification of Intent to Award, the successful vendor will be required to submit a Certificate of Insurance (COI) with the specified coverage and listing Knox County as additional insured; Endorsement Page(s) shall be included. It shall be the successful vendor's responsibility to keep a current COI and Endorsement Page(s) on file with Knox County Procurement as long as the Contract is in effect.

3.23 INVOICE DETAIL: At a minimum, the following items must be shown on the invoice:

- The Purchase Order number, if applicable
- The license number of the vehicle towed
- The VIN of the vehicle towed
- The make and model of the vehicle towed
- The date the vehicle was towed
- The location to which the vehicle was delivered
- The total amount

3.24 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 the invoice.

3.25 INVOICING PROCEDURES: Knox County requests that invoices be easy to read and understand. Invoices are to be original and uniquely pre-numbered. Each participating agency to this Contract may require different invoicing information and procedures. This information and procedures shall be provided to the successful Contractor(s) prior to Contract execution. There shall be no additional charges for this information and procedures to be included.

Invoices must be submitted in triplicate and must match the corresponding Purchase Order number. There shall be no component billing. Invoices shall be sent to the "billing" address printed on the purchase order. Invoicing and account information is as follows:

3.25.1 Invoices for Knox County Government:

Knox County Fleet Service Center
205 West Baxter Avenue
Knoxville, TN 37917

3.25.2 Invoices for Knox County Schools Maintenance & Operations:

Knox County School Maintenance & Operations
ATTN: Purchasing Supervisor
900 East Fifth Avenue
Knoxville, TN 37917

3.25.3 Invoices for the Public Building Authority:

Public Building Authority
ATTN: Finance Department
912 S. Gay Street, Suite 710
Knoxville, TN 37902

3.25.4 Invoices for the Knox County Sheriff's Office

Knox County Sheriff's Office
ATTN: Missy Jones
400 Main Street
Suite L-148
Knoxville, TN 37902

- 3.26 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.
- 3.27 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.
- 3.28 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 bids or unless the County fails to accept within ninety (90) days after the date fixed for opening the Invitation for Bid.
- 3.29 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.
- 3.30 PRICING:** The Contractor(s) warrants that the unit price stated for all items shall remain firm for a period of twelve (12) months from the first day of the Contract period. If the Contractor's price is increased after the initial year, Knox County must be given a written notice to consider. Such a request shall include as a minimum, (1) the cause for the adjustment; (2) the amount of the change requested with documentation to support the requested adjustment. Price increases will only be considered at the renewal period(s). If the price increase is rejected the vendor may:
- a. Continue with the existing prices;
 - b. Request a lower price increase;
 - c. Not accept the renewal offer.

Any price increase shall not exceed the Consumer Price Index (CPI) for all Urban Consumers; the most recent month in effect at time of renewal(s) will be used to determine CPI cap. However, Contractor(s) must submit proof of price increase. If a price increase is approved by Knox County Procurement and the requesting department the approval notification will be done in writing and the Contractor(s) will be notified of the new price schedule and the effective date of the increase. This documentation will become part of the bid file. No approvals will be authorized verbally.

The following factor will prompt an automatic price increase; the contractor must submit proof of the price increase:

When a government imposes a new fee or tax, which cannot be waived for Knox County's requested services.

- 3.31 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 Bid shall be open to the public for viewing and inspection and Knox County will comply with all legitimate requests.
- 3.32 QUANTITIES:** Knox County does not guarantee any quantities of goods or services to be purchased from this term contract. Knox County does not have an exact dollar amount that was procured for these types of goods/services.

- 3.33 RECORDS:** Contractor(s) will maintain records of services provided to Knox County and make them available upon request by any of the respective participating agencies. The Contractor(s) shall only disclose the records of the requesting agency and not disclose other agency information.
- 3.34 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.
- 3.35 REMOVAL OF VENDOR'S EMPLOYEES:** The successful vendor(s) agrees to utilize only experienced licensed, responsible and capable people in the performance of the work. Knox County may require that the successful vendor(s) remove from the job covered by this contract, employees who endanger persons or property or whose continued employment under this contract is inconsistent with the interest of Knox County.
- 3.36 RESPONSE TIME:** Bidders must state the number of minutes until on-site arrival after receipt of a notification for service. 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 minutes, not a range of minutes. For example, an unacceptable answer is "30 – 60 minutes." Vendors must be specific and state either "30 minutes" or "60 minutes." If Vendor states a range of minutes, Knox County will base their answer on the maximum number of minutes provided.
- 3.37 SAFETY:** The successful Vendor(s) shall exercise good safety precautions while performing the services required in this bid. All work performed under this Contract shall comply with the requirements of the William-Steiger Occupational Safety and Health Act of 1970 and any other regulatory agency. This would include any sign, flagman, or road blockage that would be required for safety purposes as per compliance with the manual on uniform traffic control devices for streets and highways (latest edition).
- 3.38 SAFETY EFFORTS:** Vendors, by submission of their bid, also affirm that their employees working under this Contract have been properly trained in the safe operation of any and all equipment to be used and safe application of any product that may be applied under this Contract.

Vendors will ensure that their employees observe and exercise all necessary caution and discretion so as to avoid injury to person or damage to property of any and all kinds. The safety provisions of applicable laws, building and construction codes must be observed. Machinery, equipment, and all other hazards must be guarded or eliminated in accordance with the safety provisions of the Manual of Accident Prevention in Construction to the extent that such provisions are not in contravention of applicable laws. This manual is published by the Associated General Contractors of America.

- 3.39 SUBMIT QUESTIONS:** Prospective bidders may submit questions concerning this solicitation until **4:30 p.m. local time on January 20, 2020**. Submit questions as noted in Section 1.1.

SECTION IV SCOPE OF WORK

- 4.1 SCOPE OF WORK:** This Scope of Work involves twenty-four (24) hour Towing Services, three hundred sixty-five (365) days per year of sedans, pick-up trucks, SUVs, vans, cargo vans, dump trucks, trailers, mini-buses and other vehicles or equipment for Knox County Government only. These vehicles will have mechanical problems, been involved in accidents, etc. These services will be performed within the Knox County limits for the large majority.
- 4.2 CANCELLATION:** Knox County reserves the right to cancel a call for towing request if contractor does not respond to the call within fifteen (15) minutes after contractor's guaranteed response time.
- 4.3 DOCUMENTATION:** The Contractor(s) shall provide a separate invoice for each and every towing service provided under this contract. Contractor(s) shall furnish a pull-in form for each vehicle towed, which will be signed by the Knox County representative requesting the tow. Contractor(s) must make sure that the signature is legible. If not, ask the representative to print his or her name.

One (1) copy of the form will be given to the Knox County representative at the time of the tow. The invoice and a copy of the pull-in form shall be sent to the appropriate department.

At a minimum, the pull-in form shall contain the following information:

- Name of Wrecker Company
- Driver's name
- Person requesting tow
- Date and time of towing
- Reason for towing vehicle
- Location towed from
- Location towed to
- Type of vehicle towed
- Make and model of vehicle towed
- License number of vehicle towed
- Vehicle's VIN
- Knox County Decal Number, if applicable
- Odometer reading before and after tow
- Any noticeable damage to vehicle (before tow)
- Price

- 4.4 HOURS OF SERVICE:** Contractor(s) shall be able to provide towing service twenty-four (24) hours per day, seven (7) days per week. This shall include any national holidays or observances and inclement weather events. Requests from Knox County shall be given priority over requests from other entities or individuals for service.
- 4.5 INOPERABLE CAR ORDINANCE:** Pursuant to Ordinance #O-05-9-102, Knox County has instituted an Inoperable Car Ordinance requiring the County to remove inoperable and junk cars that have been tagged by Knox County Codes Enforcement. These vehicles will be towed to the County impound lot located one (1) block off Central Street between the Procurement Division and Property Management Division. The awarded Contractor(s) will be required to tow these vehicles to this location. The awarded Contractor(s) will be contacted by the Codes Enforcement personnel of the location and address of the vehicle(s) to be towed. These vehicles will be marked with an orange window sticker by Codes Enforcement. Codes Enforcement will meet the Contractor(s) at the location of the vehicles being towed.
- 4.6 LICENSING:** Bidder(s) shall be licensed to tow in the County as well as the City of Knoxville and shall be familiar with and comply with all applicable laws and regulations.
- 4.7 RESOURCES:** Bidder(s) **must** provide a summary detailing the number of employees, equipment, and certifications held within their business. Bidder(s) shall have sufficient class A, B, & C wreckers to service the needs of Knox County. "Rollback" wreckers shall be constituted as a class "A" wrecker. All wreckers shall be equipped with such equipment as required by County and/or Municipal codes and other applicable laws. Further, each wrecker shall be equipped with equipment to release air and hydraulic equipment on vehicles towed. Some sites may have height limitations (e.g. parking garages), and the awarded vendor(s) shall have wreckers in service that can access height restricted locations. The vendors' dispatch shall confirm if there are any issues, including restrictions, at the time of the request. Bidders **must** list all equipment that will be used for this Contract in their response.
- 4.8 RESPONSIBILITY FOR DAMAGES:** The Contractor(s) shall be responsible for any damage, injury, loss, or claims to persons or property arising from the towing of a vehicle pursuant to this Contract and shall defend, indemnify, and hold harmless Knox County from any and all liability for same.
- 4.9 RIGHT OF FIRST REFUSAL:** Knox County shall have the right of first refusal in calling for services under this Contract. If the Contractor is unable to service the call in a timely manner, as determined by the person requesting the tow, Knox County reserves the right to call another Contractor for service at no additional cost.
- 4.10 SITE CLEAN-UP:** The Contractor(s) when towing vehicles from the scene of an accident will be responsible for removing from the street all broken glass and other non-hazardous material that may be in the street as a result of the accident. The cost of such normal accident clean-up shall be included in the basic towing rate and no separate charge made to the County for clean-up.

- 4.11 SUBCONTRACTING:** Contractor(s) shall not subcontract any part of the Towing Services Contract without the express written consent of Knox County. Contractor(s) shall tow vehicles pursuant to this Contract only upon the specific request of an authorized Knox County employee. If the Contractor(s) ever has concerns about the legitimacy of a service call, please contact the Knox County Procurement Division for guidance.
- 4.12 TOTAL OF CHARGES:** Contractor's bid price must include all services rendered (e.g.: winching, accident damage cleaning to include fluid spill clean-up, and dolly charges). Cost of time at the scene, labor or equipment needed within thirty (30) minutes of arrival at the scene shall be included in the basic tow rate. Any charges in excess of the amount bid may result in termination of the Contract. Thus, the amount represents the maximum charge, but not necessarily the minimum charge. Charges shall not begin until arrival time on-site, and shall include hook-up or loading and transportation to requested drop off site. Any additional charges must be stated on pull-in form and approved prior to towing.
- 4.13 TOW TO ADDRESSES:** Knox County vehicles will be towed to one (1) of the following locations:

Knox County Schools:

Knox County School Maintenance & Operations Garage
805 Magnolia Avenue
Knoxville, TN 37917

Knox County Government and Public Building Authority:

Knox County Fleet Service Center
205 West Baxter Avenue
Knoxville, TN 37917

Knox County Property Management:

Knox County Inoperable Car Lot
1000 Stewart Street
Knoxville, TN 37917
(This vehicle storage site behind the Knox Central Building
1000 N. Central Avenue Knoxville, Tennessee 37917)

Knox County Sheriff:

Knox County Sheriff's Office – Fleet
ATTN: Ronnie Kidd
5001 Maloneyville Road
Knoxville, TN 37918

Please note that it is not necessary to return pages one (1) through twelve (12). You must complete and return pages thirteen (13) through seventeen (17).

SECTION V VENDOR INFORMATION AND PRICING, BID NUMBER 2925, TOWING SERVICES

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: _____

5.5 Telephone Number: _____

5.6 Fax Number: _____

5.7 Vendor's e-mail address: _____

5.8 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: _____
(Sign in BLUE ink)

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

5.10 I acknowledge the receipt of: (please write "yes" if you received one)

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

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

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

5.12 Guaranteed service response time after receipt of notification (from time call received to on-site arrival): _____ minutes. NOTE: ASAP will not be accepted as a delivery time.

5.13 Will you allow Cooperative Purchasing as detailed in Section 1.9? YES NO

5.14 Did you include the correct number of exact copies as detailed in Section 1.10? YES NO

5.15 Will you accept the Knox County Credit Card as payment as detailed in Section 1.17? YES NO

5.16 Did you include your fully Executed Criminal History Affidavit as detailed in Section 2.7? YES NO

5.17 Did you include your fully executed Insurance Checklist as detailed in Section 3.22? YES NO

5.18 Did you attach a list of Resources owned and available for service to Knox County Government as detailed in Section 4.7? YES NO

SECTION V VENDOR INFORMATION AND PRICING FOR BID NUMBER 2925, TOWING SERVICES

VENDOR: _____

5.19 Basic Tow Price must include all services rendered within thirty (30) minutes of arrival at the scene as detailed in Section 4.12.

	ITEM	INITIAL PRICE	NUMBER OF MILES INCLUDED IN INITIAL PRICE	PRICE FOR EACH ADDITIONAL MILE
5.19.1	Small equipment towed with a rollback (Motorcycles, Madvac, Kawasaki Mules, Golf Carts and Bobcats)			
5.19.2	Cars, Pickup Trucks, SUVs, Vans, Minivans up to ¾ Ton Series Vehicles			
5.19.3	Trucks, Vans, Minibuses, 10,000 to 25,000 lbs GVWR			
5.19.4	Medium and Large Dump Trucks, Refuse Trucks, Water Trucks and Equipment 25,001 to 40,000 lbs GVWR			
5.19.5	Other Equipment, Side Mowers, Boom Mowers, Backhoes and Loaders			
5.19.6	Vehicle Jump Start			
5.19.7	Tire Change (per tire)			
5.19.8	Additional Inclement Weather/Emergency Towing Charge per event			
				PRICE PER HOUR
5.19.9	Additional man hours outside of normal towing charges			

5.20 What is the method that you used to calculate additional man hours? _____

Failure to provide any of the above information or any other information requested in this bid document may be cause for disqualification.

**ATTACHMENT A
KNOX COUNTY PROCUREMENT DIVISION
INSURANCE CHECKLIST
BID NUMBER 2925**

THE CERTIFICATE OF INSURANCE MUST SHOW ALL COVERAGES & ENDORSEMENTS WITH "YES" AND ITEMS 20 TO 24.

REQUIRED:	NUMBER	TYPE OF COVERAGE	COVERAGE LIMITS																														
YES	1.	WORKERS COMPENSATION	STATUTORY LIMITS OF TENNESSEE																														
YES	2.	EMPLOYERS LIABILITY	\$100,000 PER ACCIDENT \$100,000 PER DISEASE \$500,000 DISEASE POLICY LIMIT																														
YES	3.	AUTOMOBILE LIABILITY <table border="1" style="margin-left: 20px;"> <tr> <td>X</td><td>ANY AUTO-SYMBOL (1)</td><td></td></tr> <tr> <td></td><td></td><td></td></tr> <tr> <td></td><td></td><td></td></tr> <tr> <td></td><td></td><td></td></tr> <tr> <td></td><td></td><td></td></tr> </table>	X	ANY AUTO-SYMBOL (1)														<table border="1" style="width: 100%;"> <tr> <td>COMBINE SINGLE LIMIT (Per -Accident)</td><td>\$1,000,000</td></tr> <tr> <td>BODY INJURY (Per -Person)</td><td></td></tr> <tr> <td>BODY INJURY (Per-Accident)</td><td></td></tr> <tr> <td>PROPERTY DAMAGE (Per-Accident)</td><td></td></tr> </table>	COMBINE SINGLE LIMIT (Per -Accident)	\$1,000,000	BODY INJURY (Per -Person)		BODY INJURY (Per-Accident)		PROPERTY DAMAGE (Per-Accident)								
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PROPERTY DAMAGE (Per-Accident)																																	
YES	4.	COMMERCIAL GENERAL LIABILITY <table border="1" style="margin-left: 20px;"> <tr> <td></td><td>CLAIM MADE</td><td>X</td><td>OCCUR</td></tr> <tr> <td></td><td></td><td></td><td></td></tr> <tr> <td colspan="4">GEN'L AGGREGATE LIMITS APPLIES PER</td></tr> <tr> <td></td><td>POLICY</td><td>PROJECT</td><td>LOC</td></tr> </table>		CLAIM MADE	X	OCCUR					GEN'L AGGREGATE LIMITS APPLIES PER					POLICY	PROJECT	LOC	<table border="1" style="width: 100%;"> <tr> <td></td><td>LIMITS</td></tr> <tr> <td>EACH OCCURRENCE</td><td>\$ 1,000,000</td></tr> <tr> <td>FIRE LEGAL LIABILITY</td><td>\$ 100,000</td></tr> <tr> <td>MED EXP (Per person)</td><td>\$ 5,000</td></tr> <tr> <td>PERSONAL & ADV INJURY</td><td>\$ 1,000,000</td></tr> <tr> <td>GENERAL AGGREGATE</td><td>\$ 2,000,000</td></tr> <tr> <td>PRODUCTS-COMPLETED OPERATIONS/AG GREGATE</td><td>\$ 2,000,000</td></tr> </table>		LIMITS	EACH OCCURRENCE	\$ 1,000,000	FIRE LEGAL LIABILITY	\$ 100,000	MED EXP (Per person)	\$ 5,000	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 2,000,000	PRODUCTS-COMPLETED OPERATIONS/AG GREGATE	\$ 2,000,000
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YES	5.	PREMISES/OPERATIONS	\$1,000,000 CSL BI/PD EACH OCCURRENCE \$2,000,000 ANNUAL AGGREGATE																														
YES	6.	INDEPENDENT CONTRACTOR	\$1,000,000 CSL BI/PD EACH OCCURRENCE \$1,000,000 ANNUAL AGGREGATE																														
YES	7.	CONTRACTUAL LIABILITY (MUST BE SHOWN ON CERTIFICATE)	\$1,000,000 CSL BI/PD EACH OCCURRENCE \$1,000,000 ANNUAL AGGREGATE																														
NO	8.	XCU COVERAGE	NOT TO BE EXCLUDED																														
YES	9.	UMBRELLA LIABILITY COVERAGE	\$2,000,000																														
		PROFESSIONAL LIABILITY																															
NO NO NO NO	10.	<table border="1" style="margin-left: 20px;"> <tr> <td></td><td>ARCHITECTS &ENGINEERS</td></tr> <tr> <td></td><td>ASBESTOS & REMOVAL LIABILITY</td></tr> <tr> <td></td><td>MEDICAL MALPRACTICE</td></tr> <tr> <td></td><td>MEDICAL PROFESSIONAL LIABILITY</td></tr> </table>		ARCHITECTS &ENGINEERS		ASBESTOS & REMOVAL LIABILITY		MEDICAL MALPRACTICE		MEDICAL PROFESSIONAL LIABILITY	<table border="1" style="width: 100%;"> <tr> <td>\$1,000,000 PER OCCURRENCE/CLAIM</td></tr> <tr> <td>\$2,000,000 PER OCCURRENCE/CLAIM</td></tr> <tr> <td>\$1,000,000 PER OCCURRENCE/CLAIM</td></tr> <tr> <td>\$1,000,000 PER OCCURRENCE/CLAIM</td></tr> </table>	\$1,000,000 PER OCCURRENCE/CLAIM	\$2,000,000 PER OCCURRENCE/CLAIM	\$1,000,000 PER OCCURRENCE/CLAIM	\$1,000,000 PER OCCURRENCE/CLAIM																		
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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																														
YES	15.	GARAGE KEEPER'S LIABILITY	\$500,000 COMPREHENSIVE \$500,000 COLLISION																														
NO	16.	INLAND MARINE BAILEE'S INSURANCE	\$1,000,000																														
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 LISTED AS AN ADDITIONAL INSURED ON ALL POLICIES EXCEPT WORKERS' COMPENSATION AND AUTO. ENDORSEMENT PAGE(S) SHALL BE PROVIDED WITH EACH CERTIFICATE OF INSURANCE AS LONG AS THE CONTRACT IS IN EFFECT.

23. CERTIFICATE OF INSURANCE SHALL SHOW THE BID NUMBER AND TITLE.

24. OTHER INSURANCE REQUIRED_____.

INSURANCE AGENT'S STATEMENT AND CERTIFICATION: I HAVE REVIEWED THE ABOVE REQUIREMENTS WITH THE BIDDER NAMED BELOW.

Agency Name: _____

Authorizing Signature: _____

BIDDER'S STATEMENT AND CERTIFICATION: IF AWARDED THE CONTRACT, I WILL COMPLY WITH THE CONTRACT INSURANCE REQUIREMENTS.

Bidder Name: _____

Authorizing Signature: _____

ATTACHMENT B
BID NUMBER 2925

AFFIDAVIT OF COMPLIANCE

WITH

DRUG-FREE WORKPLACE REQUIREMENTS OF

TENNESSEE CODE ANNOTATED, § 50-9-113

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

I, _____, President or other Principal

Officer of _____, swear or affirm that the

Name of Company

Company has a drug-free workplace program that complies with Title 50, Chapter 9, Tennessee Code Annotated, in effect at the time of this bid submission at least to the extent required of governmental entities. I further swear or affirm that the company is in compliance with Tennessee Code Annotated, § 50-9-113.

President or Principal Officer

For: _____
Name of Company

STATE OF TENNESSEE}
COUNTY OF _____ }

Subscribed and sworn before me by _____,

President or Principal Officer of _____,

On this _____ day of _____, 2_____.

Notary Public

My Commission expires: _____