

The Procurement Division of Knox County Tennessee will receive sealed bids for the provision of **Bread for Government** as specified herein. Bids must be received by **2:00 p.m. on December 3, 2020**. Late bids will be neither considered nor returned.

Deliver Bids To:
Bid Number 3004
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, CPPO, CPPB, Procurement Coordinator, at 865.215.5767. Questions may be faxed to 865.215.5778 or emailed to 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. Knox County reserves the right to make a multiple award. Knox County also reserves the right to not award this bid. The evaluation criteria are listed herein.
- 1.6 **BID DELIVERY:** Knox County requires 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 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 **CLOSURES:** During periods of closure due to unforeseen circumstances in Knox County or closures at the direction of the Knox County Mayor, the Procurement Division will enact the following procedures in 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 unforeseen circumstances shall be at the sole discretion of the Procurement Director.
 - Knox County shall not be liable for any commercial carrier's decision regarding deliveries during any unforeseen circumstances.
- 1.8 **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” 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 DISADVANTAGED BUSINESS PROGRAM:** Knox County has established a Disadvantaged Business 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 Disadvantaged Business Program, please contact:

Diane Woods, CPPB, Business Outreach Administrator
Knox County Procurement
Telephone: 865.215.5760
Fax: 865.215.5778
E-Mail: diane.woods@knoxcounty.org

- 1.14 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.
- 1.15 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 subsection 1.1 of this document.
- 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 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.

- 1.20 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.
- 1.21 PROCESSING TIME FOR PAYMENT:** Vendors are advised that a minimum of thirty (30) days is required to process invoices for payment.
- 1.22 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.
- 1.23 RECYCLING:** Knox County, in its continuing efforts to lessen the amount of landfill waste and to further recycling efforts, request that bids being submitted on paper shall:
- ❖ Be submitted on recycled paper
 - ❖ Not include pages of unnecessary advertising
 - ❖ Be made on both sides of each sheet of paper
- 1.24 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 **November 17, 2020 @ 4:30 p.m.** local time. These requirements also apply to specifications that are ambiguous.
- 1.25 SIGNING OF BIDS:** **In order to be considered, all bids must be signed. Please sign the original in blue ink.** By signing the bid document, the vendor acknowledges and accepts the terms and conditions stated in the bid document. When submitting electronically, the submission of the bid constitutes the acceptance of all terms and conditions and will legally bind the vendor to the County's request for goods/services and the vendor's subsequent response.
- 1.26 TAXES:** Knox County purchases are not subject to taxation. Tax exemption certificates will be provided upon request.
- 1.27 TITLE VI OF THE 1964 CIVIL RIGHTS ACT:** "Nondiscrimination in Federally Assisted Programs"—"No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." 42 U.S.C. Section 2000 et seq. It is the policy of Knox County Government that all its services and activities be administered in conformance with the requirements of Title VI.
- 1.28 USE OF BID FORMS:** Vendors must complete the bid forms contained in the bid package. Failure to complete the bid forms may result in bid rejection.
- 1.29 VENDOR DEFAULT:** Knox County reserves the right, in case of vendor default, to procure the articles or services from other sources and hold the defaulting vendor responsible for any excess costs occasioned thereby. Should vendor default be due to a failure to perform or because of a request for a price increase, Knox County reserves the right to remove the vendor from the County's bidder's list for twenty-four (24) months.
- 1.30 VENDOR REGISTRATION:** Prior to the opening of this bid, **ALL BIDDERS** must be registered with the Procurement Division. A vendor application may be submitted online at www.knoxcounty.org/procurement. Select the On-Line Vendor Registration link and complete the forms. Vendors must be registered with the Procurement Division **prior** to submitting their bid. Knox County shall not be responsible for technical difficulties experienced by vendors trying to register less than twenty-four (24) hours prior to the bid opening time.
- 1.31 WAIVING OF INFORMALITIES:** Knox County reserves the right to waive minor informalities or technicalities when it is in the best interest of Knox County.

SECTION II OBLIGATIONS, RIGHTS AND REMEDIES

These terms and conditions shall be part of the Contract. Knox County reserves the right to negotiate other terms and conditions it deems appropriate and necessary under the circumstances to protect the public's trust.

- 2.1 **ALTERATIONS OR AMENDMENTS:** No alterations, amendments, changes, modifications or additions to this Contract shall be binding on Knox County without the prior written approval of the County.
- 2.2 **APPROPRIATION:** In the event no funds are appropriated by Knox County for the goods or services in any fiscal year, or insufficient funds exist to purchase the goods or services, then the Contract shall expire upon the expenditure of previously appropriated funds or the end of the current fiscal year, whichever occurs first, with no further obligations owed to or by either party.
- 2.3 **ASSIGNMENT:** Contractor shall not assign or sub-contract this agreement, its obligations or rights hereunder to any party, company, partnership, incorporation or person without the prior written specific consent of Knox County.
- 2.4 **BOOKS AND RECORDS:** Contractor shall maintain all books, documents, accounting records and other evidence pertaining to the goods and services provided under this Contract and make such materials available at its offices at all reasonable times during the Contract period and for five (5) years from the date of the final payment under this agreement for inspection by County or by any other governmental entity or agency participating in the funding of this agreement, or any authorized agents thereof; copies of said records to be furnished if requested. Such records shall not include those books, documents and accounting records that represent the Contractor's costs of manufacturing, acquiring or delivering the products and services governed by this agreement.
- 2.5 **CHILD LABOR:** Contractor agrees that no products or services will be provided or performed under this Contract that have been manufactured or assembled by child labor.
- 2.6 **COMPLIANCE WITH ALL LAWS:** Contractor is assumed to be familiar with and agrees to observe and comply with all Federal, State, and local laws, statutes, ordinances, and regulations in any manner affecting the provision of goods and/or services, and all instructions and prohibitive orders issued regarding this work and shall obtain all necessary permits.
- 2.7 **CRIMINAL HISTORY RECORDS CHECK:** Any and all successful vendors, vendor employees, and any vendor sub-contractors and its employees that perform any services at Knox County Schools must submit to a criminal history records check at vendor's expense. This is conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation prior to permitting the employee to have contact with students or enter school grounds when students are present. Reference Tennessee Code Annotated Section 49-5-413.
- 2.8 **DEFAULT:** If Contractor fails to perform or comply with any provision of this Contract or the terms or conditions of any documents referenced and made a part hereof, Knox County may terminate this Contract, in whole or in part, and may consider such failure or noncompliance a breach of Contract. Knox County expressly retains all its rights and remedies provided by law in case of such breach; and no action by Knox County shall constitute a waiver of any such rights or remedies. In the event of termination for default, Knox County reserves the right to purchase its requirements elsewhere, with or without competitive bidding.
- 2.9 **GOVERNING LAW:** 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.
- 2.10 **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, national origin, or any individual trait or characteristic found to be an illegal consideration shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this agreement or in the employment practices of Vendor. Contractor shall upon request show proof of such non-discrimination and shall post in conspicuous places available to all employees and applicants notices of non-discrimination. Contractor covenants that it complies with the Fair Wage and Hour Laws, the National Labor Relations Act, and other federal and state employment laws as applicable. Contractor covenants that it does not engage in any illegal employment practices.
- Contractor covenants that it has no public or private interest and shall not acquire directly or indirectly any interest, which would conflict in any manner with the provision of its goods or performance of its services. Contractor warrants that no part of the total contract amount provided herein shall be paid directly or indirectly to any officer or employee of Knox County as wages, compensation, or gifts in exchange for acting as officer, agent, employee, 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 provision of this Contract and referenced documents, the following descending order of precedence shall prevail: (1) Item Description, (2) Invitation for Bid, (3) Bid, (4) Award, (5) Special Terms and Conditions, (6) General Terms and Conditions, (7) Specifications, (8) Drawings.
- 2.18 REMEDIES:** Knox County shall have all rights and remedies afforded under the U.C.C. and Tennessee law in Contract and in tort, including but not limited to rejection of goods, rescission, and right of set-off, refund, incidental, consequential and compensatory damages and reasonable attorney's fees.
- 2.19 RIGHT TO INSPECT:** Knox County reserves the right to make periodic inspections of the manner and means the service is performed or the goods are supplied and warehoused.
- 2.20 SEVERABILITY:** If any provision of this Contract is declared illegal, void or unenforceable, the remaining provisions shall not be affected but shall remain in force and in effect.
- 2.21 TAX COMPLIANCE:** Pursuant to Resolution R-07-1-903 passed by the Commission of Knox County, Tennessee, Contractor hereby acknowledges, by submission of its bid or proposal and signature, it is current in its respective Federal, State, County, and City taxes of whatever kind or nature, and is not delinquent in any way. Delinquent status must be disclosed or risk debarment by the Knox County Procurement Division.
- 2.22 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 upon request. Return of merchandise not meeting warranties shall be at Contractor's expense.

SECTION III SPECIAL TERMS AND CONDITIONS

- 3.1 INTENT:** The intent of these specifications is to obtain Bread and Bread Products for the Knox County Detention Facility, Knox County Jail, Juvenile Service Center, Knoxville-Knox County Head Start Program, John T. O'Connor Senior Center, Mobile Meals Kitchen, and Three Ridges Golf Course and any other Knox County Department as needed. Award will be based on Best Value. Best Value means more than low cost. It includes the initial cost, service quality, and other factors detailed herein.
- 3.2 ACCEPTANCE:** Bidders are advised that the payment of an invoice does not necessarily constitute as an acceptance of commodities that are provided. Acceptance requires a specific written action by Knox County so stating.
- 3.3 ADDITIONAL AGENCIES:** Knox County reserves the right to add or delete government agencies during the period of this contract.
- 3.4 ADDITIONS AND DELETIONS:** Knox County reserves the right to add or delete any item during the period of this Contract. Additions and deletions are also subject to Federal USDA guidelines and changes in human consumption regulations. Prices for items added must be submitted to the Knox County Procurement Division and the Knox County agency for acceptance. Knox County will obtain pricing to determine if suggested pricing is in a competitive range. Knox County reserves the right to use multiple methods to seek competitive pricing (e.g. internet, formal quotes, market reports, vendor catalogs, etc.). Upon acceptance, the price will remain in effect until the next allowable price adjustment. No additional changes in price are allowed outside of the initial award and/or renewal periods.
- 3.5 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.
- 3.6 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.
- 3.7 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.
- 3.8 BID EXPENSES:** Expenses for developing the bids are entirely the responsibility of the bidder and shall not be chargeable in any manner to Knox County.
- 3.9 BILLING FOR AGENCIES:** A separate statement for each agency will be prepared monthly from the vendor; accounts will close on the last day of the month. Invoices must be delivered or sent each week and statements will be forwarded no later than the third working day after the end of each month to the following:

Calie Terry
John T. O'Conner Senior Center
611 Winona
Knoxville, TN 37917

Debbie Stair
Knoxville-Knox County Head Start
2400 Piedmont Street
Knoxville, TN 37921

Kay McClain
Richard L. Bean Juvenile Service Center
3321 Division Street
Knoxville, TN 37919

Captain Aaron Turner
Roger D. Wilson Detention Facility
5001 Maloneyville, Rd
Knoxville,, TN 37918

Karen Estes
Mobile Meals Kitchen
1747 Reynolds Street
Knoxville, TN 37919

Mark Brown
Three Ridges Golf Course
6101 Wise Springs Road
Knoxville, TN 37918

Statements must contain:

- ❖ Name of the agency
- ❖ Total of each individual delivery for the month
- ❖ Total of all invoiced deliveries for the month
- ❖ Total of all credits from shortages or damaged products for the monthly period.

3.10 CHANGES AFTER AWARD: It is possible that after award, Knox County may change its needs or requirements. Knox County reserves the right to make such changes after consultation with the vendor. Should additional costs arise, Knox County reserves the right to consider accepting these charges provided the vendor can document the increased costs. Knox County also reserves the right to accept proposed service changes from the vendor if they will lower the cost to Knox County and/or provide improved service.

3.11 CODE OF CONDUCT: No employee, officer, or agent of any of the participating agencies shall participate in the selection or in the award of this contract if a conflict of interest, real or apparent would be involved.

The participating agencies officers, employees or agents (elective or appointive) will neither solicit nor accept gratuities, favors or anything of more than nominal value from, but not limited to the successful vendor, food brokers or parties to sub agreements.

As permitted by law regulations, penalties, sanctions or other disciplinary actions for violations of these standards by officers, employees or agents of the participating agencies, the successful vendor, the vendor's agent or food brokers will be handed out.

3.12 COMPUTER ORDER ENTRY SYSTEM: If vendor has an internet based ordering system, vendor must provide, upon request, details of the system. Please complete Exhibit A, of this document, regarding your computer order entry system.

3.13 COOPERATIVE PURCHASING: Vendors are to indicate whether or not 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. Indicate any additional delivery charges or minimum orders for purchases by other entities.

3.14 DELIVERY: Attached, as Exhibit B, is a list of all of the delivery locations for the agencies included at this time with this IFB. Deliveries to the Knox County Detention Facility will be accepted between 6:00 a.m. and 4:30 p.m. Monday through Friday. Deliveries are to be made FOB destination to each agency. Vendor shall deliver, without additional charge, all orders properly placed with the vendor. There shall not be a minimum order or delivery size.

Bidders must state whether or not delivery will be made using company owned and branded vehicles or will be made by a subcontractor of the bidder.

3.15 DELIVERY FAILURES: Failure of a vendor to deliver within the time specified, or within a reasonable time as interpreted by Knox County, or failure to make replacements of rejected items when so requested, immediately or as directed by Knox County, shall constitute authority for Knox County to purchase in the open market items of comparable grade to replace the items rejected or not delivered. On all such purchases the vendor shall reimburse Knox County, within a reasonable time specified by Knox County, for any expense incurred in excess of the contract price.

3.16 EVALUATION CRITERIA: The following criteria will be the basis for award. Please reference section 3.28, for minimum requirements, in order to be considered for cost evaluation.

Pricing 100 Points

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

- 3.18 FOOD LAWS AND STANDARDS:** All foods must be made and processed under the best possible sanitary conditions, in an USDA inspected plant and in strict accordance with city, county, state and Nature Pure Food Laws and Health regulations. All food that conforms in every respect to the provisions of the Federal Food and Drug Act of June 30, 1906, and amendments hereto and subsequent decisions of the U.S. Department of Agriculture. It must be emphasized and clearly understood by all processors that the food delivered must be wholesome and of the quality designated for the consumer.
- 3.19 FORCE MAJEURE:** Knox County recognizes that national and/or international occurrences, unforeseen, and beyond the control of the vendor may impact distributor costs. The pricing of this bid is to be based upon known and calculated expenses, therefore should unexpected occurrences (i.e. natural disasters, drought, acts of terrorism, etc.) happen as stated above the vendor may request relief only for the duration of said occurrence.
- 3.20 INSPECTION OF ITEMS DELIVERED:** All items delivered must be in strict accordance with the specifications contained herein and will be subject to tests by the food service representatives and the Tennessee Department of Health conducted on a random sampling during the life of the contract.

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

- 3.21 INSURANCE CHECKLIST:** Vendors and their insurance agents must sign the attached insurance requirements form and submit it with their bid. This serves as proof that the vendor can and will obtain and maintain the insurance coverage required for this project. Upon notification of the Intent to Award, the successful vendor will be required to submit a Certificate of Insurance showing the specified coverage and naming Knox County as additional insured.
- 3.22 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.
- 3.23 INVOICES:** All food service invoices are payable from the agency placing the order. The vendor must adhere to the following instructions:

All invoices MUST contain the following information:

Name of agency delivered to
 Name of each item
 Quantity of each item
 Unit price
 Extension of unit price
 Total for each item
 Notation of shortages
 Readable signature of authorized receiving personnel

The vendor MUST issue invoices in triplicate:

The original must be given to the ordering agency office
 One (1) copy must be left with the manager or cook
 One (1) copy returned to the vendor

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

- 3.24 LIABILITY:** The vendor will hold Knox County harmless for any and all damages resulting from consumption of products delivered by the vendor.
- 3.25 LICENSE REQUIREMENTS:** All vendors doing business in Knox County are required to be licensed in accordance with the business license regulations of Knox County, Tennessee. Wholesale and retail merchants without a location in Knox County are exempt from this requirement. A copy of the license must be included with the bid, if applicable.
- 3.26 LINES OF COMMUNICATION:** Only the food service contact or their designee shall place orders, instruct or make requests of the successful vendor. All communications between the participating agencies with the vendor shall be in writing with a copy to the Knox County Procurement Division.

The successful vendor must designate a representative (contact person) to deal with day-to-day problems and other matters. In addition, the successful vendor shall appoint an account sales representative to confer with the participating food service contacts in matters relating to products, product substitution, mark-outs, and delivery schedules.

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

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

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

3.28 MINIMUM REQUIREMENTS TO PARTICIPATE IN THIS SOLICITATION:

- Minimum of 5 years experience supplying similar product/commodities and services similar in size to Knox County
- Must be able to commercially deliver products at a minimum of once weekly to all agency locations
- Must have a mark-out rate of not more than 3%
- Must have an order fill rate of 97% or greater

Prior to award of this bid, Knox County may require the apparent successful bidder to provide proof of their ability to meet the aforementioned requirements. Reports or documentation must be furnished within 24 hours of notice.

3.29 NEW ITEMS: The successful vendor agrees to notify participating agencies and Knox County Procurement of any new products that become available.

3.30 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.

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

3.32 NUTRITIONAL INFORMATION: Vendor must provide nutritional information upon request.

3.33 OPEN BID INTENDED: It is the intent and purpose of Knox County that this Invitation for Bid promote competitive bidding. It shall be the bidder's responsibility to advise the Procurement Division if any language, requirements, et cetera or any combination thereof, inadvertently restricts or limits this Invitation for Bid. Such notification must be submitted in writing and must be received by the Procurement Division not later than **November 17, 2020 at 4:30 p.m.**

3.34 ORDERING: Orders will be issued from the participating agencies. The vendor has the option of having the orders emailed, faxed or placed electronically.

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

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

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

3.37 PRICING: The vendor(s) warrants that the unit price stated shall remain firm for a period of one (1) year from the first day of the Contract period. If the vendor's price is increased after the second term, Knox County must be given a written notice to consider. Such a request shall include as a minimum: 1) the cause for the adjustment; and (2) the amount of the change requested with written 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 price
- B. Request a lower price increase
- C. Not accept the renewal offer

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

3.38 QUANTITIES SHOWN: The quantities shown in this IFB represent the best estimates that Knox County requires supporting their current needs. The quantities to be purchased may vary depending upon internal changes, including but not, limited to agency participation.

Knox County does not assume or accept responsibility to purchase the total quantities listed. Knox County reserves the right to purchase more or less of specified amounts. Quantities shown shall not be construed to represent any amount which Knox County shall be obligated to purchase under this contract, or relieve the vendor of their obligation to fill all orders placed by the County.

3.39 REMOVAL OF VENDOR'S EMPLOYEES: The successful vendor agrees to utilize only experienced responsible and capable people in the performance of this contract. Knox County may require the vendor remove from the job covered under this Contract any employee whose actions are not in the best interest of Knox County.

3.40 SANITATION: All products specified herein must be delivered in vehicles which are maintained in a sanitary condition. Knox County reserves the right to reject the use of any equipment by the vendor if it is not in a clean, sanitary condition suitable for the transport of food items. Vendors must be aware of the sanitation standards employed by their food suppliers.

Participating agencies follow the principals of HACCP (Hazard Analysis Critical Control Points) in accepting all deliveries. Therefore, upon delivery temperatures of products may be taken and recorded and overall product condition will be inspected in accordance with the agency's' Safety Plan.

Vendor's warehouses must be routinely inspected by state officials or at minimum, a third party audit. Warehouse facilities and warehousing practices must be continuously in compliance with the U.S. Food, Drug and Cosmetics Act, the State of Tennessee and local laws and regulations.

3.41 SHORTAGES AND CHANGES: Vendors must notify Knox County agencies of anticipated shortages or changes to a product prior to delivery of such items.

3.42 SUBMIT QUESTIONS: Prospective bidders must submit questions concerning this solicitation by **November 17, 2020 at 4:30 p.m.** Submit questions as noted in Section 1.1.

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

3.44 UNLOADING PRACTICES: Trucks will be allowed to be unloaded within a reasonable time frame, but are asked not to unload during the lunch serving period. Unloading trucks is strictly the vendor's responsibility.

SECTION IV GENERAL PRODUCT SPECIFICATIONS

The bread products furnished and delivered shall be fresh baked (unless otherwise noted) in accordance with good trade practices and the ingredients shall be a skillful blend of enriched flour, yeast, salt, milk, shortening, sugar and other approved dough conditioners. All products are to be enriched according to USDA regulations and each item coded to indicate freshness. Freshness codes shall be included with the bid.

- 4.1** It will be the responsibility of the vendor to remove all unused products before holidays or any other period that extends beyond the shelf life of the product.
- 4.2** All bread products and cases are to be delivered free from visible dirt or mold and provide adequate protection of the contents from contamination. Repeated problems or instances of dirty or molded bread cases will be considered grounds for cancellation of the Contract. All bread will be subject to inspection upon arrival at the agency.
- 4.3** Delivery of bread products will not be permitted outside of agency hours.
- 4.4** Any bread or bread product that fails to meet the required specifications will be returned at the vendor's expense. The agencies retain the right to reject any or all of a delivery that does not meet product specifications within 24 hours from delivery date. Rejected items are to be picked up at the vendor's expense. Continual failure to meet specifications will be considered just cause for cancellation of the Contract.
- 4.5** All delivery cases and trucks must be clean and sanitary with no evidence of food contaminates.
- 4.6** A sufficient supply of bread must be maintained locally to provide a replacement supply of bread to any agency when the product delivered proves to be unacceptable or if any of the supply of bread in the agency is lost.
- 4.7** The vendor agrees to be responsible for damage to the cases, bread, agency building, or grounds that are a direct result of carelessness or negligence on the part of the delivery person.
- 4.8** All bread products must be produced, handled and delivered in conformity with the provisions of the USDA and to comply with the specifications on the quotation sheet.
- 4.9** All handwritten notations on invoices (including quantities and prices) must be written neat and legible. Only the manager or their designee can receive orders and sign for them. Unsigned invoices may not be paid.
- 4.10** Agencies have the right to reject deliveries which are left standing on the loading dock and have not been signed for by the manager or their designee.

BIDDERS NEED NOT RETURN PAGES 1-11 WITH THEIR BID

SECTION V VENDOR INFORMATION FOR BID 3004 BREAD FOR GOVERNMENT

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: _____

5.7 Have you attached a copy of your Knox County Business License, if applicable?

Yes ___ No ___ N/A ___

Note: Only applicable if vendor has a physical business located within the boundaries of Knox County.

5.8 Is delivery made using company owned and branded vehicles? Yes ___ No ___

If No, list subcontractor's name, phone number and email.

Company Name: _____ Contact Name: _____

Phone: _____ Email: _____

5.9 Have you met all the minimum requirements as outlined in section 3.28? Yes ___ No ___

5.10 Will you accept an Credit Card (VISA) as a form of payment at no cost to Knox County?

Yes ___ No ___

5.13 Have you included the Computer Order Entry Form (Exhibit A)? Yes ___ No ___

5.11 Have you included the signed Criminal History Records Check Affidavit (Exhibit C)? Yes ___ No ___

5.12 Have you included the signed Insurance Checklist (Exhibit D)? Yes ___ No ___

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

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

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

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

		Estimated Usage	Brand and Code Bid (Do Not List "As Specified")	Pack Size	Cost Per Unit	Extended Cost
6.1	SL WW RTBRD 20Z Wheat Bread Sliced	78,796				
6.2	SL HNYWHE RTBRD 20Z Wheat Bread Sliced	29,463				
6.3	SL CL WHI RTBRD 20Z White Bread Sliced	14,099				
6.4	FS WHI 4" HAM 12P23Z Hamburger Buns	8,268				
6.5	FS WHI SWBRD 32Z White Bread Sliced	3,844				
6.6	FS MWGW 4"HAM 12P26Z Hamburger Buns	2,947				
6.7	SL WHI DNRL 12P 17Z Dinner Rolls	1,253				
6.8	SL WHI SWBRD 24Z White Bread Sliced	1,745				
6.9	SL RS WHI HOT 16P28Z Hot Dog Buns	787				
6.10	FS MWGW 6.75" SUB 6P Sub/Hoagie Buns	977				
6.11	FS MWGW 6"HOT 16P34Z Hot Dog Buns	367				
6.12	SB KINGTH WHI SW 20Z White Bread Sliced	577				
6.13	SL S&S MWGW RT 20Z White Bread Sliced	460				
6.14	FS WHI DNRL 24P 28Z Dinner Rolls	257				
6.15	FS WHI TXT 20Z Texas Toast Style White Sliced Bread	333				
6.16	FS WHI HOT 12P 17Z Hot Dog Buns	204				
6.17	FS WHI SLDR 24P 28Z Dinner Rolls	121				
6.18	SL HAW DNRL 12P 15Z Dinner Rolls	72				
6.19	BP TG WHI HAM 8P 21Z Hamburger Buns	96				
6.20	FS MWGW RTBRD 24Z White Bread Sliced	20				
	Total					

****Note:** Knox County may also purchase items not listed above. Vendor shall quote the cost of other items on an as needed basis to the using department.

EXHIBIT A

Computer Order Entry System

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

Vendor does NOT utilize a computerized-entry system. _____

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

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

Does your system also contain an inventory package that will calculate monthly inventories for individual agency's?
_____ Yes _____ No

Signature

Title

Company

Date

EXHIBIT B

Delivery Locations

Name of Agency	Address
Knox County Detention Facility	5001 Maloneyville Road, Knoxville, TN 37918
Knox County Jail	400 Main Street, Knoxville, TN 37902
Richard L Bean Juvenile Service Center	3321 Division Street, Knoxville TN 37919
Claxton – West Head Start Center	2400 Piedmont Street, Knoxville TN 37921
Anderson – South Head Start Center	4808 Prospect Road, Knoxville TN 37920
Kiwanis - East Head Start Center, Building I	2400 Prosser Road, Knoxville TN 37914
Kiwanis – East Head Start Center – Building II	2330 Prosser Road, Knoxville TN 37914
L.T. Ross – Central Head Start Center	2247 Western Avenue, Knoxville TN 37921
North Ridge Crossing – North Head Start Center	1008 Breda Drive, Knoxville TN 37918
Mobile Meals Kitchen	1747 Reynolds Street, Knoxville TN 37919
Three Ridges Golf Course	6101 Wise Springs Road, Knoxville TN 37918
John T. O’Conner Senior Center	611 Winona, Knoxville TN 37917

The above delivery locations shall not be considered the only locations within Knox County to utilize this bid. Other County departments may place orders with the successful bidder on an as needed basis.

EXHIBIT C

AFFIDAVIT OF COMPLIANCE

WITH

TENNESSEE CRIMINAL HISTORY RECORDS CHECK

TENNESSEE CODE ANNOTATED, § 49-5-413

(To be submitted with bid by contractor)

I, _____, president or other principal

Officer of _____, swear or affirm that the
Name of Company

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

President or Principal Officer

For: _____
Name of Company

STATE OF TENNESSEE}
COUNTY OF _____ }

Subscribed and sworn before me by _____,

President or principal officer of _____,

On this _____ day of _____ 2_____.

Notary Public

My Commission expires: _____

**EXHIBIT D
KNOX COUNTY PROCUREMENT DIVISION
INSURANCE CHECKLIST
BID NUMBER 3004**

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.	<table border="1" style="width: 100%;"> <tr> <th colspan="4">AUTOMOBILE LIABILITY</th> </tr> <tr> <td style="width: 5%; text-align: center;">X</td> <td style="width: 15%;">ANY AUTO-SYMBOL (1)</td> <td style="width: 5%;"></td> <td style="width: 75%;"></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> </tr> </table>	AUTOMOBILE LIABILITY				X	ANY AUTO-SYMBOL (1)																			<table border="1" style="width: 100%;"> <tr> <td>COMBINE SINGLE LIMIT (Per-Accident)</td> <td style="text-align: right;">\$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)										
AUTOMOBILE LIABILITY																																												
X	ANY AUTO-SYMBOL (1)																																											
COMBINE SINGLE LIMIT (Per-Accident)	\$1,000,000																																											
BODY INJURY (Per-Person)																																												
BODY INJURY (Per-Accident)																																												
PROPERTY DAMAGE (Per-Accident)																																												
YES	4.	<table border="1" style="width: 100%;"> <tr> <th colspan="4">COMMERCIAL GENERAL LIABILITY</th> <th>LIMITS</th> </tr> <tr> <td style="width: 10%;"></td> <td style="width: 15%;">CLAIM MADE</td> <td style="width: 5%; text-align: center;">X</td> <td style="width: 10%;">OCCUR</td> <td>EACH OCCURRENCE</td> <td style="text-align: right;">\$ 1,000,000</td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td>FIRE LEGAL LIABILITY</td> <td style="text-align: right;">\$ 100,000</td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td>MED EXP (Per person)</td> <td style="text-align: right;">\$ 5,000</td> </tr> <tr> <td></td> <td colspan="3">GEN'L AGGREGATE LIMITS APPLIES PER</td> <td>PERSONAL & ADV INJURY</td> <td style="text-align: right;">\$ 1,000,000</td> </tr> <tr> <td></td> <td>POLICY</td> <td style="text-align: center;">X</td> <td>PROJECT</td> <td>GENERAL AGGREGATE</td> <td style="text-align: right;">\$ 2,000,000</td> </tr> <tr> <td></td> <td></td> <td></td> <td>LOC</td> <td>PRODUCTS-COMPLETED OPERATIONS/AGGREGATE</td> <td style="text-align: right;">\$ 2,000,000</td> </tr> </table>	COMMERCIAL GENERAL LIABILITY				LIMITS		CLAIM MADE	X	OCCUR	EACH OCCURRENCE	\$ 1,000,000					FIRE LEGAL LIABILITY	\$ 100,000					MED EXP (Per person)	\$ 5,000		GEN'L AGGREGATE LIMITS APPLIES PER			PERSONAL & ADV INJURY	\$ 1,000,000		POLICY	X	PROJECT	GENERAL AGGREGATE	\$ 2,000,000				LOC	PRODUCTS-COMPLETED OPERATIONS/AGGREGATE	\$ 2,000,000	
COMMERCIAL GENERAL LIABILITY				LIMITS																																								
	CLAIM MADE	X	OCCUR	EACH OCCURRENCE	\$ 1,000,000																																							
				FIRE LEGAL LIABILITY	\$ 100,000																																							
				MED EXP (Per person)	\$ 5,000																																							
	GEN'L AGGREGATE LIMITS APPLIES PER			PERSONAL & ADV INJURY	\$ 1,000,000																																							
	POLICY	X	PROJECT	GENERAL AGGREGATE	\$ 2,000,000																																							
			LOC	PRODUCTS-COMPLETED OPERATIONS/AGGREGATE	\$ 2,000,000																																							
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	10.	<table border="1" style="width: 100%;"> <tr> <td style="width: 5%;"></td> <td style="width: 15%;">ARCHITECTS & ENGINEERS</td> <td style="width: 5%;"></td> <td style="width: 75%;">\$1,000,000 PER OCCURRENCE/CLAIM</td> </tr> <tr> <td></td> <td>ASBESTOS & REMOVAL LIABILITY</td> <td></td> <td>\$2,000,000 PER OCCURRENCE/CLAIM</td> </tr> <tr> <td></td> <td>MEDICAL MALPRACTICE</td> <td></td> <td>\$1,000,000 PER OCCURRENCE/CLAIM</td> </tr> <tr> <td></td> <td>MEDICAL PROFESSIONAL LIABILITY</td> <td></td> <td>\$1,000,000 PER OCCURRENCE/CLAIM</td> </tr> </table>		ARCHITECTS & ENGINEERS		\$1,000,000 PER OCCURRENCE/CLAIM		ASBESTOS & REMOVAL LIABILITY		\$2,000,000 PER OCCURRENCE/CLAIM		MEDICAL MALPRACTICE		\$1,000,000 PER OCCURRENCE/CLAIM		MEDICAL PROFESSIONAL LIABILITY		\$1,000,000 PER OCCURRENCE/CLAIM																										
	ARCHITECTS & ENGINEERS		\$1,000,000 PER OCCURRENCE/CLAIM																																									
	ASBESTOS & REMOVAL LIABILITY		\$2,000,000 PER OCCURRENCE/CLAIM																																									
	MEDICAL MALPRACTICE		\$1,000,000 PER OCCURRENCE/CLAIM																																									
	MEDICAL PROFESSIONAL LIABILITY		\$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 _____.

Insurance Agent's Statement and certification: I have reviewed the above requirements with the Bidder named below have advised the Bidder of required coverage.

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: _____