BID #WG10-07 SPECIFICATIONS

Baldwin County desires bids for the provision of food for the Baldwin County Girl's Residential Wilderness Facility or any other County Facilities that are deemed necessary. All prices shall be firm for the period the bid award is in effect. If a supplier can not hold there prices, then that item will be subject to price comparison among other suppliers.

These specifications shall be construed as minimum. All integral parts not specifically mentioned in the scope of these specifications that are necessary to provide a complete working unit shall be furnished.

Bidders shall give a Lump Sum price as indicated on the Bid Response Form. The price bid shall include all applicable charges, to include but not limited to delivery/transportation, fuel surcharge, handling, packaging, services charges, and any other billable charges not specifically listed.

The use of specific names and numbers in the specifications is not intended to restrict the bidder or any seller and/or manufacturer, but is solely for the purpose of indicating the purpose of indicating the type, size and quality of materials, products, service, or equipment considered best adapted to the County's intended use.

BID RESPONSE FORM:

Each supplier should use the Response Form provided for their bid. All warranties and exceptions are to be attached to the back of the Response Form. The Bid Guarantee should be attached to the front of the Response Form.

GUARANTEE DELIVERY:

It is understood, that if the bidder cannot furnish a product in accordance with his bid, he will obtain the item from an alternate source, or allow the County to buy the item on the open market. The bidder will be liable for any cost exceeding his bid price.

CONTRACT PERIOD:

It is the intent of the Baldwin County Commission to award this contract for a twelve (12) calendar month period. However, the Baldwin County Commission may, at their option and in agreement with the Successful Bidder, renew the contract for up to two (2) additional years (2011 and 2012), in twelve (12) month increments.

DELIVERY TO:

The following Baldwin County Commission Location (including, but not limited to):

 Baldwin County Girl's Residential Wilderness Facility 23750 Ewing Road Atmore, AL 36502

Purchase Orders will be issued for all orders before delivery.

Deliveries shall be made directly to the location. Vender must be capable of making a minimum of two (2) deliveries per week.

Failure to deliver as specified and in accordance with the bid submitted, including promised delivery, will constitute sufficient grounds for cancellation of the order at the option of the County Commission.

VENDOR INVOICING INSTRUCTIONS:

All invoices must agree with the purchase order in description and price and include the following information: 1) Purchase Order Number 2) Ship to department name and address.

In order to ensure prompt payment, ALL ORIGINAL INVOICES * MUST BE SENT TO:

Baldwin County Commission 312 Courthouse Square, Suite 11 Bay Minette, AL 36507

*If invoices does not agree with purchase order, credits or a corrected invoice will be required in order for the County to process payment.

PRE-PAYMENT:

No pre-payments of any kind will be made prior to shipment.

TAX:

Baldwin County is exempt from all tax. Provided however, bidder shall be responsible for payment of all sales, use, lease, ad valorem and any other tax that may be levied or assessed by reason of this transaction.

BID BOND:

Each bidder will furnish a bid bond in the amount of \$500.00.

INSURANCE MINIMUM COVERAGE:

The successful bidder will maintain such insurance as will protect him and the County from claim under Workmen's Compensation Acts, and from claims for damage and/or personal injury, including death, which may arise from operations under this contract.

Contracting party shall file the following insurance coverage and limits of liability with the County's Purchasing Department before beginning work with the County.

General Liability:

\$1,000,000 - Bodily injury and property damage combined occurrence

\$1,000,000 - Bodily injury and property damage combined aggregate

\$1,000,000 - Personal injury aggregate

Comprehensive Form including Premises/Operation, Products/Completed Operations, Contractual, Independent contractors, Broad Form property damage and personal injury.

Automobile Liability:

\$1,000,000 - Bodily injury and property damage combined coverage

Any automobile including hired and non-owned vehicles

Workers Compensation and Employers Liability:

\$100,000 - Limit each occurrence

<u>Umbrella Coverage:</u>

\$1,000,000 - Each occurrence

\$1,000,000 - Aggregate

Added Additional Insured:

Baldwin County Commission 312 Courthouse Square, Suite 15 Bay Minette, AL 36507

HOLD HARMLESS PROVISION

The contractor shall at all times indemnify and save harmless the County and it's Departments, their officers and employees, against all liability, claim of liability, loss, cost or damage, including, death, and loss of services, on account of any injury to persons or property, occurring from any cause whatsoever in the construction work involved in the contract, and will at his expense defend on behalf of the County and it's departments, their officers and employees, either or all, any suit brought against them or any of the, arising from any such cause.

The obligations of the Contractor under this Paragraph shall not extend to the liability of the departments, its agents or employees arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications. Or (2) the giving of or the failure to give direction or instruction by the county's departments, its agents or employees provided such giving or failure to give is the primary cause of the injury or damage.

GENERAL

The Baldwin County Commission expressly reserves the right to reject any or all bids, or parts of bids, and to make the award or awards as the best interest of the County appears.

Each supplier will offer two (2) catalogs with the suppliers prices listed for all items in their catalog. As each catalog is broken down into categories the supplier will offer a percentage markup from the catalog price of that category. Only one percentage will be accepted per category. **The intent of the County is to award bid to one vendor.**

A catalog will be included with the Bid Response Form. Each category will have a sheet inserted on the front page of the category stating the percentage markup.

We may apply the following in order to designated the most competitive bid. A random sample of items will be chosen to apply the percentage offered. Each supplier will then have the same or closet items completed in the same manner.

It is the responsibility of the supplier to provide proof of delivery of merchandise. Proof of delivery required would consist of a signed delivery ticket by a designated county representative.

The three (3) Bid Response Forms shall be filled out and attached to the front of the catalog being offered. A BID GUARANTEE OF \$500.00 WILL BE INCLUDED WITH BID.

BID #WG10-07 RESPONSE FORM

Provision of Food for the Girl's Wilderness Facility Page 1 of 3

Date:			-			
Out of State	Yes No		If yes, Registration Number			
Company Nam	ne:					
Address: _						
Company Rep	(R	ep. Name Ty	ped or Printed)			
Position:				-		
Phone:						
Fax:						
			ide yourselfYes cing agreement an	No	s to this resp	onse from.
Financing Age	ncy Author	rized Signatu	ure			

THESE THREE (3) FORMS MUST BE ATTACHED TO THE FRONT OF THE CATALOG BEING BID.

BID #WG10-07 RESPONSE FORM

Provision of Food for the Girl's Wilderness Facility Page 2 of 3

CATEGORY PRICING

Category	Description	Percentage Markup
00	Frozen Food	
01	Frozen Beef	
02	Grocery - Condiments	
03	Dairy	
04	Frozen Fish - Seafood	
05	Produce	
06	Refrigerated Meat	
07	Frozen Juice	
08	Frozen Pork	
09	Fresh Pork	
10	Frozen Dessert	
11	Frozen Vegetable & Fruit	
12	Frozen Entree's	_
13	French Fries	
14	Canned Fruit	
15	Canned Vegetables	
16	Shortening & Oil	
17	Flour & Mixes	

BID #WG10-07 RESPONSE FORM

Provision of Food for the Girl's Wilderness Facility Page 3 of 3

CATEGORY PRICING

Category	Description	Percentage Markup
18	Beverages	
19	Canned Meat	
20	Canned Soup	
21	Canned Juice	
22	Spices	
23	Frozen Bread	
24	Frozen Dairy	
25	Frozen Poultry	