

REQUEST FOR PROPOSAL

SEWER LINE CHEMICAL ROOT CONTROL SERVICE

City of Johnson City, Tennessee



RFP #5661

Proposal Due Date/Time:
November 20, 2012
2:00 PM

City of Johnson City
Purchasing Department
209 Water Street (37601)
P. O. Box 2150 (37605)
Johnson City, TN

RFP# 5661

SEWER LINE CHEMICAL ROOT CONTROL SERVICE

I. PROPOSAL INSTRUCTIONS

1. General

1.1 The purpose of this proposal is to establish an annual contract for Sewer Line Chemical Root Control Services from qualified Proposers for the City of Johnson City Department of Water & Sewer Services. Pesticide and herbicide are used as equivalent terms throughout this Request for Proposal as applicable.

1.2 The specifications contained herein describe the minimum requirements and any omission shall not relieve the Proposer of furnishing quality service in a timely manner. Any variances must be clearly identified.

1.3 Proposals shall be open for review, acceptance, and contract award for a period of ninety (90) days following closing date for submittal.

1.4 No contract entered into as the result of Proposer's response to this request may be subject to any type of non-disclosure agreement.

2. Procedure for Submittal

2.1 To be considered, Proposers must submit a complete response to this RFP, using the format provided generally below. Proposals must include a statement as to the period during which the proposal remains valid, but for purposes of this RFP, the period must be at least ninety (90) days.

2.2 Four (4) copies and one (1) original of the proposal (**total of 5**) shall be enclosed in a sealed envelope plainly identified in the upper left hand corner with the company's complete name and address and in the lower left hand corner with "**RFP #5643 - Sewer Line Chemical Root Control**". Proposals shall be received by the Director of Purchasing, P. O. Box 2150 (37605) or 209 Water Street (37601), Johnson City, TN on or before **2:00 PM November 20, 2012**. A list of respondents will be available at 8:00 am the following business day. Late submittals will not be considered. Telephone or facsimile offers will not be accepted.

2.3 Proposal must be signed by an authorized agent in order to be considered valid. Unsigned offers will not be considered.

3. Economy of Preparation

Proposals shall be prepared simply and economically, providing a straightforward, concise description of the firm's capabilities and costs to satisfy the scope of work. Emphasis should be on completeness and clarity of content. No payment will be made for the preparation of the submittal

4. Acceptance of Proposal Content

4.1 The contents of any proposal received shall become contractual obligations upon the execution of a contract by authorized representatives of both the City and the Proposer. Failure of the successful Proposer to accept these obligations may result in cancellation of the award.

4.2 The City reserves the right to reject any or all proposals and to waive informalities, irregularities, and technicalities in the proposal process.

4.3 The City may negotiate separately with any source in any manner necessary to arrive at a contract agreement that is in the best interest of the City.

4.4 Any ambiguities or inconsistencies should be brought to the attention of the City through written communication with the City no later than five (5) days prior to the opening of the proposals.

5. Contract Period

This is a three (3) year contract subject to annual renewal provided all prices, terms, and conditions remain unchanged and the vendor is in agreement. Prices contained herein shall remain firm for each annual contract term. The City reserves the right to re-solicit for proposals at the end of any one (1) year period.

6. Contact Person

Questions concerning this proposal or requests for product consideration should be directed to Gina Long, Department of Water & Sewer Services at (423) 975-2629 or ginalong@johnsoncitytn.org

7. Project Completion

Work must be completed within 120 days after service order is placed.

8. Insurance Required

8.1 The Pollution Liability Insurance described herein is in addition to all other insurance required of the Contractor by the City, including any insurance described in the general conditions, any insurance required by law, or any other insurance requested by the City.

8.2 With the proposal package, the Contractor shall submit written evidence of pollution liability coverage. This coverage shall protect the Contractor, the City, and the City's officers, agents and employees from claims for damages for bodily or personal injury, sickness or disease, including death, and from claims for damages to property and/or the environment, which may arise directly out of the use of chemicals and/or pollution. The minimum amount of such insurance shall be \$5,000,000 total loss. An "A" rated insurance company shall provide the Contractor's Pollution liability insurance.

8.3 The Contractor's commercial general liability limits must be not less than \$10,000,000, total occurrence limit, and include pesticide or herbicide applicator coverage.

8.4 The attached Insurance Checklist (which includes a section for the Proposer and Insurance agent to fill-out) and General Contract Form must be completed and returned with the proposal package. Successful vendor shall provide certificate of insurance, as specified, prior to contract award. Each insurance provider must submit a signed copy of the insurance checklist with the proposal. The Contractor shall be considered in default at any time this insurance is cancelled, terminated or allowed to expire prior to completion of the contract period.

9. Property Damages Caused by the Contractor

Should the Contractor or his employees cause any damage to public or private property, the Contractor will be required to make repairs immediately. The City may, however, elect to make repairs or replacements of damaged property and deduct the cost of such from moneys due or to become due the Contractor under this contract with the City.

10. Acceptance/Rejection of Proposals

The City of Johnson City reserves the right to accept any or all proposals and make the award to that proposer, which in the opinion of the City, is judged to be the most responsible, responsive and will be in the best interest and/or the most advantageous to the City. The City of Johnson City reserves the right to reject the proposal of any vendor who has previously failed in the proper performance of an award or to deliver on time contracts of a similar nature, who has been suspended or disbarred from doing business with the City, or who is not in a position to perform properly under this contract. The City of Johnson City reserves the right to waive any informalities and may, at its' discretion request clarification or a re-proposal.

11. References

11.1 As part of the proposal evaluation process, the City may conduct an investigation of references including, but not limited to, a record check of consumer affairs complaints. Proposer's submission of a proposal constitutes acknowledgment of the process and consent to investigate. The City is the sole judge in determining proposer's qualifications.

11.2 The City reserves the right, before awarding the contract to require a proposer to submit such evidence of his/her qualification as it may deem necessary, and may consider any evidence available to it as to the financial, technical and other qualifications and abilities of a proposer, including past performance (experience) with the City.

12. Quantities

The quantities of each given pipe size is unknown and will be determined at time of service. The annual expenditure is estimated to be between \$40,000 & \$50,000, not to exceed \$50,000.

13. Contractor's Performance

13.1 The awarded contractor(s)' performance will be appropriately monitored throughout the contract period by the City. If the contractor(s)' performance fails to meet the standards specified within the proposal and receives an unacceptable rating, the City may without cause and without prejudice to any other right or remedy, terminate the contract whenever the City determines that such termination is in the best interest of the City. Contractors not meeting contractual standards will be notified by certified mail. Contract termination shall be served by written notice by the City's Purchasing Department.

13.2 Delays in contractor's work shall not be tolerated and shall result in contract cancellation.

13.3 If the contractor fails to uphold the terms and conditions of the proposal and the City must use City staff time to correct the situation, the contractor will be billed or deducted the total labor and necessary materials and equipment cost utilized in performing work. Labor costs will be calculated according to current hourly rate paid by the City to employee(s). The number of City employees assigned to perform work will be solely decided upon by the City.

13.4 If a separate contractor is required to perform the work due to the contractor's inability to perform according to the terms and conditions of the proposal, that amount which has been charged to the City will be billed or deducted accordingly from the contractor.

13.5 Contractor's failure to replace or repair loss or damage due to improper maintenance operations and/or neglect to City property or that of their employees and subcontractor's, shall result in the City making appropriate repairs and/or replacement and billing and/or deducting costs to the contractor. (Contractor will be notified prior to replacement or repair by City).

14. Payment

Payment to the contractor shall be made net 30 days only after all work specified by the Contract has been completed to the City's satisfaction, and all reports and submittals requested by the specifications or the City have been received and approved by the City.

15. Substitutes and Alternate Products

15.1 Use of any substitute or equivalent procedures, methods, or materials must be approved by the City in writing prior to proposal due date. For consideration of substitutes contact Neal Whitten no later than seven (7) days prior to scheduled proposal opening date to arrange for evaluation and consideration of approval. Failure to follow these guidelines for pre-approval shall eliminate that product from consideration.

15.2 Should the Contractor wish to offer a substitute, as a minimum they shall submit to the City for consideration, complete descriptive literature naming the proposed substitution and manufacturer, specimen label with MSDS sheet, testing data, product references and any other requested information.

16. Contract Award

Contract award, if made, shall be to the most responsible vendor who offers the most responsive proposal. The City reserves the right to choose the proposal that is in its best interest. Considerations in the award shall be: company & employee qualifications, product, service guarantee, agreement with City's terms and conditions, equipment necessary to meet the City's requirements, and costs.

17. Guarantee

17.1 For each sewer section (manhole-to-manhole) that is treated under the Contract, the Contractor shall guarantee the work as follows: At the option of the Contractor, the Contractor

shall, at his/her own expense, re-treat a sewer section, or refund 100% of the payment received to treat that section, in the event that: (1) live roots are found in the section within six months after the application; or, (2) the section becomes plugged and floods due to root obstructions within a period of two years, beginning on the date of treatment, and ending two years after the date of treatment. Re-treatments, performed at no charge in honor of the guarantee, do not extend the expiration date of the guarantee.

17.2 The guarantee applies to sewer stoppages caused by live tree roots. It does not apply to stoppages caused by grease or other foreign matter; flat, collapsed or deformed pipe; or flooding caused by a surcharged or plugged sewer section downstream from a guaranteed sewer section. This guarantee applies to main line sewers only. The Contractor is not responsible for damage caused by main line stoppages. The decision of the City as to the cause of a stoppage is binding, however CCTV footage will be provided by the City **if feasible with the City's existing equipment**, for documentation.

18. Cancellation

Right is reserved by each party to cancel the contract provided that thirty (30) days written notice is given prior to the cancellation date. Contract will be subject to immediate cancellation if either product or service does not comply with specifications as stated herein.

19. Assignment

Neither party to the contract shall assign the contract or subcontract it as a whole without the written consent of the other, nor shall the contractor assign any monies due or to become due to him/her hereunder, without the previous written consent of the City.

20. Addenda

Any change to the specifications herein will be brought forward in the form of written Addenda from the Purchasing Department and will be provided to all interested parties. No oral interpretations or communication will affect or change in any way the information contained herein. Any party requesting further explanation or interpretation of the specifications must submit the request in **WRITING** to the Purchasing Department.

21. Proposal Format

The proposal response shall be presented in the following sections:

1. Cover letter of understanding of city's requirements and description of services proposed.
2. Qualifications form
3. Reference page
4. Contractor's confined space entry employee certificates (2 minimum)
5. Specimen label with MSDS
6. Cost proposal form
7. Completed Insurance Checklist and General Contract Form.
8. Non-collusion form
9. Drug Free Workplace Form (if applicable)

22. Selection Process

Proposals will be evaluated by a review committee established solely for this purpose. Considerations for award shall include, but not be limited to: proposed products & services offered, vendor's qualifications, references, and costs. All respondents must initially represent themselves solely by their written submittal. The responses will be reviewed by the selection committee, and based upon the selection committee's findings, the finalists may be requested to provide additional information and/or appear before the committee for an interview/presentation.

23. Proprietary/Confidential Information

Proposers are hereby notified that all information submitted as part of, or in support of, proposals will be available for public inspection after opening of proposals, in compliance with Tennessee Statutes.

24. Supplemental Requirements

This proposal includes; the City's Bid/RFP General Terms and Conditions; and Requirements for Bids, Requests for Proposal, and Contracts between the City of Johnson City and Other Parties attached hereto and set forth herein as if verbatim.

II. TECHNICAL SPECIFICATIONS

1. General

1.1 The purpose of the project specified herein is to apply chemical root control agent to sanitary sewers, in order to kill the root growth present in the lines and to inhibit re-growth, without permanently damaging the vegetation producing the roots. The primary chemical root control agent **shall be: metam-sodium or diquat dibromide** or approved equal as determined by the City. Dichlobenil will not be considered as the primary chemical but is acceptable as a growth inhibitor in conjunction with another pesticide as specified. Proposer must include detailed specifications and user references of alternate proposed products.

1.2 The submission of a Proposal shall be considered as prima-facie evidence that the Vendor (a.k.a., the Contractor) has familiarized themselves with and understands all the conditions under which the Contract is to be awarded, performed, and administered. No letter, stipulation, or exception submitted with a proposal shall be accepted.

2. Compliance with Laws

The Contractor is directed to ensure compliance with all Federal, State and Local ordinances pertaining to the type of work specified herein. Particular attention shall be paid to those laws and ordinances relating to transportation of material (DOT), the application of sewer root control herbicides (US EPA), and traffic safety regulations. The Contractor's Federal DOT number and material EPA registration number must be submitted with proposal.

3. Contractor Responsibilities

The Contractor's attention is drawn to the following terms, conditions and responsibilities:

A. Proposers must be licensed with the Tennessee Department of Agriculture prior to the proposal due date.

B. All Proposers must have a minimum level of pesticide application experience, (see Section II, 7), and employ a State Certified pesticide applicator on the job site at all times.

C. Contractor shall provide Pollution Liability Insurance; in addition to all other insurance specified herein (see section I, 8).

D. The Contractor shall provide a guarantee on all work specified herein as set forth below (see section I, 17).

E. The Contractor is responsible for all property damage and for all clean up and restoration associated with any chemical spill. (See section I, 9).

F. Where work is located in high traffic areas, the Contractor shall place proper traffic warning devices to protect the specific job site and to prevent accidents or personal injury to the public.

G. The Contractor shall use a reduced-pressure-zone backflow prevention device whenever accessing fresh water for mixing chemical.

H. The Contractor shall return every 4 to 6 months throughout the life of the guarantee, in order to evaluate the success of the project, and to arrange any guarantee work that may arise.

I. The Contractor must comply with all Federal, State and Local Laws, with special attention to those laws that pertain to the handling, transportation, and use of any hazardous materials, and disposal of all pesticide containers.

J. Show proof of and maintain throughout the contract period insurance all insurance as required by the City.

K. Advise any City personnel on site of personal safety equipment they should be utilizing before application begins.

4. Composition of the Chemical Root Control Material

4.1 The chemical root control agent shall be metam-sodium or diquat dibromide, or approved equal. If proposing an alternate proposer must include detailed chemical compound information/specifications with return proposal. Copper Sulfate is not allowed. The chemical root control agent shall be registered with the EPA and the Tennessee Department of Agriculture, and shall be approved for use in sewers to control tree roots. The chemical root control agent shall contain an active ingredient for controlling sewer roots and deterring their re-growth. The chemical root control agent shall be delivered via a surfactant system to the target root tissue.

4.2 With respect to worker safety, the active ingredient shall be classified by the U.S. EPA as a general use or restricted use pesticide. Pesticides must be used by or under direct supervision of a certified applicator.

4.3 With respect to the protection of the wastewater treatment plant, the active ingredient shall:

A. Be proven to have negligible detrimental effects on wastewater treatment plant processes, including nitrification and de-nitrification. Maximum dosage limits suggested by the EPA, if applicable, must be adhered to. See Section II, 6.

B. The product shall not contain copper sulfate.

4.4 The surfactant system contained in the product shall:

A. Produce foam which will completely fill the pipeline.

B. Produce foam which can penetrate into the service laterals.

C. Enhance the penetration of herbicide into root masses.

D. The characteristics of the foam require the use of specialized equipment.

5. Manner of Application

5.1 All work shall be performed according to label instructions and in accordance with the best recommended practice for conditions present in the line under treatment. All applications shall be done by foaming or other methods as provided on the product label.

5.2 The application of material shall be performed in such a way as to contact roots within the primary main line sewer to be treated. Effort will also be made to penetrate secondary lateral sewers in order to contact roots residing in the service connection. Sewer service to homeowners shall not be interrupted.

6. Protection of Wastewater Treatment Plant

6.1 The Contractor shall take all steps necessary and appropriate to prevent adverse effects on wastewater treatment plant processes during the application process. To further protect the plant, limit root treatment to 9,000 LF within a basin during a two week period.

6.2 Notwithstanding the requirement that the active ingredient shall not adversely effect wastewater treatment plant processes, (See Section II,4.3) in the event that a wastewater treatment plant experiences any reduction in operating efficiency during the execution of the contract, the Contractor shall immediately suspend all applications, at the direction of the City. The contractor shall continue operations only after problems at the wastewater treatment plant have been corrected, satisfactory to the Wastewater Treatment Plant Operator.

6.3 The Contractor shall have in their possession, and make available to the City on request, a recent study from an accredited research facility documenting the effects of the product on wastewater treatment plant facilities. At a minimum, this study shall address the toxicity of the product on wastewater treatment plant biota, including nitrifiers and denitrifiers, the toxicity of the product on treatment plant effluent, and the environmental fate of the product. If dosages of the active chemical are restricted based on flow this information must be clearly stated. This requirement is mandatory.

7. Qualifications

7.1 The Contractor must demonstrate a minimum level of three (3) years direct experience in applying chemical sewer root control agents. The Contractor must have performed at least 5 other jobs similar in size and scope to the work specified herein, and have treated in excess of 250,000 linear feet of sanitary sewer. Any work performed by subcontractors for the Contractor will not be considered.

7.2 The Contractor must be licensed as a pesticide application business with the Tennessee Department of Agriculture prior to the proposal due date. Contractors who do not meet the experience and other qualifications specified herein shall not be considered for award of the contract. Each proposer is required to complete and submit the contractor qualification form included with these specifications. Additional references may be requested by the City.

7.3 All work must be performed by Certified Pesticide Applicators licensed with the Tennessee Department of Agriculture. Certified Pesticide Applicators, shall have a minimum three years experience in performing the type of work specified, and shall each have personally performed a minimum of 250,000 linear feet of treatments as a Certified Pesticide Applicator and/or under the direct supervision of a Certified Pesticide Applicator. A list of Certified Pesticide Applicators must be submitted with the proposal package (minimum of two – but one must remain on-site at all times during the work).

8. Assistance Provided by the City

A. A representative of the City will accompany the Contractor's crew, and/or sewer system drawings will be provided showing the exact locations of the pipes to be treated.

B. The City shall provide for the entering of private lands, public lands and right-of-ways.

C. The City shall provide a source of fresh water at a location or locations to be designated by the City.

D. The City shall locate and uncover hidden or buried manholes, and restore street surfaces, easements, etc.

**SEWER LINE CHEMICAL ROOT CONTROL SERVICE
PROPOSAL PRICE SHEET**

Sewer line chemical root control, including all labor, materials, equipment and associated costs as per the specifications included in this proposal, shall be paid for at the unit price proposed below per linear foot of each size of pipe diameter. Payment is to be calculated for each section from measurement from the center of the upstream manhole to the center of the downstream manhole once the sections to be treated are identified on an as needed basis during the contract period.

PIPE SIZE	UNIT PRICE PER LINEAR FOOT
6 inch	\$ _____
8 inch	\$ _____
10 inch	\$ _____
12 inch	\$ _____
15 inch	\$ _____
18 inch	\$ _____
20 inch	\$ _____
24 inch	\$ _____
30 inch	\$ _____

The undersigned offers the above prices to be effective for a one year contract period in accordance with all the terms and conditions stated in the attached documents.

COMPANY _____ (typed)

BY _____ (signed)

_____ (typed)

ADDRESS _____

TELEPHONE _____

E-mail: _____

DATE _____

PROPOSAL FORM MUST BE SIGNED TO BE VALID

**SEWER LINE CHEMICAL ROOT CONTROL SERVICE CONTRACTOR'S
QUALIFICATION PAGE**

Failure to complete this page in full, and to provide valid, existing licenses and insurance, as required, will render this proposal non-responsive and result in the rejection of this proposal.

Contractor Name: _____

Contractor's Tennessee Pesticide Business License #: _____

Contractor Federal Department of Transportation #: _____

Name of Proposed Chemical Root Control Agent: _____

USEPA Root Control Agent Registration #: _____

Tennessee Root Control Product Registration #: _____

Does the Contractor have Pollution Liability Insurance as specified? _____

Contractor's Pollution Liability Insurance carrier: _____

What is the AM Best rating for your Pollution Insurance carrier? _____

Does the Contractor have a minimum 3 years of experience in the type of work specified, treated in excess of 500,000 lineal feet of root treatments, and completed at least 5 other jobs similar in size and scope, which the City can verify? _____

Are two (2) Copies of Contractor employee Certificates of Completion in confined space entry training, per federal code 29 CFR 1910.146, attached? _____

Does the Contractor have a recent study documenting the effects of the product on wastewater treatment plants? _____

Contractor's Tennessee Certified Pesticide Applicators (List 2 minimum)

1. Name: _____ Certification #: _____

2. Name: _____ Certification #: _____

Complete and return with proposal package

INSURANCE CHECKLIST

(Sewer Line Chemical Root Control)

REQUIRED COVERAGE (marked by "x")

MINIMUM LIMITS

- 1. Worker's Compensation (proprietor/partners/executive officers exclusion not allowed) Statutory limits of Tennessee and Employer's Liability \$100,000/accident, \$100,000/disease, \$500,000/disease policy limit
- 2. Commercial General Liability (including Premises/Operations) \$1,000,000 CSL BI/PD each occurrence, \$1 Million annual aggregate
- 3. Automobile Liability & Owned/Hired/Non-Owned Vehicles \$500,000 BI/PD each accident, Uninsured Motorist
- 4. Independent Contractors \$1,000,000 CSL BI/PD each occurrence, \$1 Million annual aggregate
- 5. Products/Completed Operations \$1,000,000 CSL BI/PD each occurrence, \$1 Million annual aggregate
- 6. Contractual Liability \$1,000,000 CSL BI/PD each occurrence, \$1 Million annual aggregate
- 7. Personal and Advertising Injury Liability \$1,000,000 each offense, \$1 Million annual aggregate
- 8. Umbrella Liability \$1 Million Bodily Injury, Property Damage and Personal Injury
- 9. Per Project Aggregate
- 10. Professional Liability
 - a. Architects and Engineers \$1 Million per occurrence/claim
 - b. Asbestos Removal Liability \$2 Million per occurrence/claim
 - c. Medical Malpractice \$1 Million per occurrence/claim
 - d. Medical Professional Liability \$1 Million per occurrence/claim
- 11. Miscellaneous E & O \$1 Million per occurrence/claim
- 12. Motor Carrier Act End. (MCS-90) \$1 Million BI/PD each accident, Uninsured Motorist
- 13. Motor Cargo Insurance
- 14. Garage Liability \$1 Million Bodily Injury, Property Damage per occurrence
- 15. Garagekeepers Liability \$500,000 Comprehensive, \$500,000 Collision
- 16. Inland Marine-Bailees Insurance \$ _____
- 17. Moving and Rigging Floater Endorsement to CGL
- 18. Dishonesty Bond \$ _____
- 19. Builder's Risk/Installation Floater Provide coverage in the full amount of contract
- 20. XCU Coverage Endorsement to CGL
- 21. Carrier Rating shall be Best's Rating of B++V or better or its equivalent
- 22. Notice of cancellation, non-renewal or material change in coverage shall be provided to City at least **30 days** prior to action. Worker's Compensation and/or non-payment of premium - notification may be **10 days** prior to action.
- 23. The City of Johnson City shall be named as Additional Insured on all policies except Worker's Compensation, Auto and Professional Liability. **Per Acord 25 (2009/01), policies must be endorsed; please submit copy of endorsement.** (Cert. Holder: City of Johnson City, Attn: Purchasing, P.O. Box 2150, Johnson City, TN 37605.)
- 24. Certificate of Insurance shall show project number or other contract identifier used by the City.
- 25. OTHER INSURANCE REQUIRED: POLLUTION LIABILITY - \$5,000,000

INSURANCE AGENT'S STATEMENT:

I have reviewed the above requirements with the bidder named below. The bidder has coverage with this agency for all of the areas marked with the exception of the following numbers:

Comments: _____

- Is Professional Liability excluded under General Liability? Yes _____ No _____
Is Contractual Liability excluded under Comm. General Liability? Yes _____ No _____
Is Independent Contractors excluded under Comm. General Liability? Yes _____ No _____

Carrier ratings: Insurer A _____; Insurer B _____; Insurer C _____; Insurer D _____

AGENCY NAME: _____ AUTHORIZED SIGNATURE: _____

Date: _____

CONTRACTOR'S STATEMENT:

I have reviewed the above requirements with my insurance agent(s) and, if awarded a contract, will provide all coverage marked.

CONTRACTOR'S NAME: _____ AUTHORIZED SIGNATURE: _____

Date: _____

RFP Number: # 5661

RFP or Project Name: **Sewer Line Chemical Root Control Services**

This form and the General Contract Form must be signed and returned with the proposal package. The Certificate of Insurance must be provided to Purchasing prior to contract award.

GENERAL CONTRACT FORM

The General Contract Form is included in every solicitation requiring insurance. The general requirements of the contract form are supplemented by items checked on the Insurance Checklist that identify specific requirements for the bid or project.

INSURANCE

Review this section carefully with your insurance agent or broker prior to submitting a bid or proposal. See Insurance Checklist (part of the Bid Forms) for specific coverage applicable to this contract. The term "Contract" as used in this section shall mean the Agreement covering the work that is entered into between the City of Johnson City, Tennessee and the Contractor.

1. General Insurance Requirements:

1.1 The Contractor shall not start work under this contract until the Contractor has obtained at its own expense all of the insurance called for hereunder and such insurance has been approved by the City; nor shall the Contractor allow any subcontractor to start work on any subcontract until all insurance required of the subcontractor has been so obtained and approved by the Contractor. Approval of insurance required of the Contractor will be granted only after submission to the Director of Purchasing of original, signed Certificate(s) of Insurance, General Contract Form, and Insurance Checklist or, alternately, at the City's request, certified copies of the required insurance policies.

1.2 No acceptance and/or approval of any insurance by the City shall be construed as relieving or excusing the Contractor, or the surety, or its bond, from any liability or obligation imposed upon either or both of them by the provisions of the Contract Documents.

1.3 The City of Johnson City (including its elected and appointed officials, agents, and employees) is to be named as an additional insured under all coverage except Worker's Compensation and Automobile Liability, and the Certificate of Insurance or the certified policy, if requested, must so state. Coverage afforded under this paragraph shall be primary as respects the City, its elected and appointed officials, agents and employees. The following definition of the term "City" applies to all policies issued under the contract:

"The City of Johnson City, Tennessee together with all of its various departments, bureaus, and agencies, as well as any affiliated or subsidiary board, committee, or authority, including but not limited to the Johnson City Public School System."

1.4 The contractor shall provide insurance as specified in the Insurance Checklist contained in this document.

1.5 The Contractor covenants to save, defend, hold harmless and indemnify the City of Johnson City, Tennessee together with its various departments, elected or appointed

officials, employees, officers, counsel, agents, and any and all other persons or entities acting on behalf of the same (collectively the City) from and against any and all claims of any sort based upon any theory of liability whatsoever, for any and all harm, loss, damage, injury, cost (including court cost and attorney fees) charges, or other liability of any nature whatsoever, however caused, resulting from or arising out of or in any way connected with the contractors performance or non-performance of the terms of the contract documents or its obligations under the contract based upon any theory of liability whatsoever, including claims brought by third persons, and further covenants to discharge all of the aforesaid persons and entities and forever hold them harmless from the same. The foregoing obligation to indemnify and defend shall continue in full force and effect after the aforesaid contractor completes all of the work required under the contract, until such time as the applicable statutes of limitation or repose have expired.

1.6 The Contractor shall be responsible for the work performed under the Contract Documents and every part thereof, and for all materials, tools, equipment, appliances, and property of any description used in connection with the work. The Contractor assumes all risks for direct and indirect damage or injury to the property or persons used or employed on or in connection with the work contracted for, and of all damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the Contract, or in connection in any way whatsoever with the contracted work, until final acceptance of the work by the City.

1.7 Insurance coverage required in these specifications shall be in force throughout the Contract Term. If the Contractor fails to provide acceptable evidence of current insurance within ten days of written notice at any time during the Contract Term, the City shall have absolute right to terminate the Contract without any further obligation to the Contractor and the Contractor shall be liable to the City for the entire additional cost of procuring performance by another vendor and the cost of performing the incomplete portion of the Contract at time of termination. Contractor is required to provide the City with notice of cancellation, non-renewal, or material change in coverage at least thirty (30) days prior to cancellation, non-renewal, or material change in coverage.”

1.8 Contractual and other liability insurance provided under this Contract shall not contain a supervision, inspection or engineering services exclusion that would preclude the City from supervising or inspecting the project as to the end result. The Contractor shall assume all on-the-job responsibilities as to the control of persons directly employed by it and of the subcontractors and any persons employed by the subcontractor.

1.9 Nothing contained in the specifications shall be construed as creating any contractual relationship between any subcontractor and the City. The Contractor shall be as fully responsible to the City for acts and omissions of the subcontractors and of persons employed by them as it is for acts and omissions of persons directly employed by the Contractor.

1.10 Precaution shall be exercised by the Contractor at all times for the protection of persons (including employees) and property. All existing structures, utilities, roads, services, trees and shrubbery shall be protected against damage or interruption of service at all times by the Contractor and its subcontractors during the term of the Contract, and the Contractor shall be held responsible for any damage to property occurring by reason of its operation on the property.

1.11 If a Contractor can not meet the insurance requirements contained in a bid, proposal, or project description, alternate insurance coverage may be considered. Written requests for consideration of alternate coverage must be received by the Director of Purchasing at least ten working days prior to the date set for receipt of bids or proposals. If the City denies the request for alternate coverage, the specified coverage will be required to be submitted. If the City permits alternate coverage, an amendment to the Insurance Requirement will be prepared and distributed prior to the time and date set for receipt of bids or proposals.

1.12 All required insurance coverage must be acquired from insurers authorized to do business in the State of Tennessee, and acceptable to the City. The insurers must also have policyholders' rating of "B++" or better, and a financial size of "Class V" or better in the latest edition of Best's Insurance Reports, unless the City grants specific approval for an exception in the same manner as described in 1.11 above.

1.13 The City may consider deductible amounts as part of its review of financial stability. The Contractor shall assume all deductibles.

2. Contractor's Insurance – Occurrence Basis:

2.1 The Contractor shall purchase the following insurance coverage, including the terms, provisions and limits shown in the Checklist:

- **Commercial General Liability** – The Commercial General Liability policy shall include any or all of the following as indicated on the Checklist:
 - i. General aggregate limit is to apply per project;
 - ii. Premises/Operations;
 - iii. Action of Independent Contractors;
 - iv. Contractual Liability including protection for the Contractor from claims arising out of liability assumed under this contract;
 - v. Personal Injury Liability including coverage for offenses related to employment;
 - vi. Explosion, Collapse, or Underground (XCU) hazards.
- **Business Automobile Liability** including coverage for any owned, hired, or non-owned motor vehicles, Uninsured Motorists insurance, and Automobile Contractual Liability.
- **Worker's Compensation** – statutory benefits as required by the State of Tennessee, or other laws as required by labor union agreements, including standard Other States coverage; Employers' Liability coverage.

3. Commercial General or other Liability Insurance – Claims-made Basis:

If Commercial General or other liability insurance purchased by the Contractor has been issued on a claims-made basis, the Contractor must comply with the following additional conditions. The limits of liability and the extensions to be included as described in the Checklist remain the same. The Contractor must either:

- i. Agree to provide certificates of insurance evidencing the above coverage for a period of two years after final payment for the contract. Such certificates shall evidence a retroactive date, no later than the beginning of the Contractors or subcontractors' work under this contract, or
- ii. Purchase an extended (minimum two years) reporting period endorsement for the policy or policies in force during the term of this contract and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance or a copy of the endorsement itself.

4. Alternative Coverage (Self Insurance)

Notwithstanding any of the above, the Contractor may satisfy its obligations under this section by means of self insurance for all or any part of the insurance required, provided that the alternative coverage is acceptable to the City.

5. Limits of Liability Coverage

Specific limits of liability coverage on the Insurance Checklist may be adjusted according to project risk if the adjustment is deemed appropriate and the amended amount is approved by the City Manager.

6. Verification of Compliance

I have read this General Contract Form and agree to all the terms and conditions contained therein.

Contractor's Name: _____

EIN or SSN: _____

Signed by: _____

Title: _____

Date: _____

This form and the Insurance Checklist must be completed and returned with Certificate of Insurance, as specified, prior to contract award.

NON-COLLUSION AFFIDAVIT

The agent signing this bid/proposal document, representing all officers, partners, owners, representatives, employees or interested parties of the bidding firm, hereby certifies to the best of his/her knowledge and belief that this bid proposal to the City of Johnson City, Tennessee has not been prepared in collusion with any other seller, proprietor, or manufacturer of similar products or services. The agent also certifies that the prices, terms and conditions of said bid proposal have been arrived at independently and have not been communicated by the undersigned, nor by any of the aforementioned firm associate to any other seller, proprietor, or manufacturer of similar products or services and will not be communicated prior to the official opening of said bid. The agent further states that no official or employee of the City of Johnson City has promised any personal financial or other beneficial interest, either directly or indirectly in order to influence award of this bid/proposal.

Authorized Signature, Title

Date

Printed Name

Company Name

Mailing Address

Telephone No.

Facsimile No.

Complete and return with proposal package

DRUG FREE WORKPLACE

All vendors with five (5) or more employees must execute the attached Drug Free Workplace Affidavit to verify compliance with TCA 50-9-113 and return same with response. Failure to comply with this requirement will declare that submittal non-responsive.

City Of Johnson City, Tennessee - Policy No. HR-131

SECTION I – PURPOSE OF THE DRUG & ALCOHOL TESTING PROGRAM

The City of Johnson City recognizes its responsibility to provide safe and efficient operations for our employees, our citizens and the general public. Our commitment to provide safe and efficient operations is shown by the implementation of programs and procedures which ensure compliance with appropriate safety measures, as well as the letter and intent of all applicable laws and regulations. There is sufficient evidence to conclude that the use of illegal drug/alcohol; drug/alcohol dependence and drug/alcohol abuse seriously impairs an employee's performance and general physical and mental health. The illegal possession and use of drugs, alcohol and/or narcotics by employees of the City is a crime in this jurisdiction and is clearly unacceptable. Therefore, the City of Johnson City has adopted this written policy to ensure an employee's fitness for duty as a condition of employment; to ensure the drug tests and alcohol tests are conducted on safety-sensitive positions in the categories of: pre-employment, random testing, suspicion testing, and return-to-duty testing.

To comply with TCA Title 50 Chapter 9 Part 1, all bidders and/or proposers of service to the City must have a testing program of the same or better than the requirements of the City of Johnson City.

DRUG-FREE WORKPLACE AFFIDAVIT

State of _____

County of _____

I, _____, being duly sworn, depose, and say that:

- 1) I am a principal officer of _____, the firm that has submitted the attached or enclosed bid or proposal, my title being _____ of the firm; and
- 2) I have personal knowledge of the policies of the above-named firm with respect to the maintenance of a drug-free workplace; and
- 3) I certify that all provisions and requirements of the Tennessee Drug-Free Workplace Program, as established by Tennessee Code Annotated §§ 50-9-113 have been met and implemented.

(Signed) _____

(Title) _____

Subscribed and sworn to before me this _____ day of _____, _____.

Title

My Commission expires _____

Complete and return with response package



CITY OF JOHNSON CITY, TENNESSEE

BID/PROPOSAL GENERAL TERMS AND CONDITIONS (Read Carefully)

1. PREPARATION OF BIDS/RFP'S

Only bids submitted on forms furnished by the city will be considered. Bids on company letterhead or quotation sheets will be judged non-responsive. TELEPHONE OR FACSIMILE BIDS WILL NOT BE ACCEPTED. Electronic receipt of bids/proposals is acceptable for those posted at: <https://purchasing.johnsoncitytn.org/bsa>. Paper bids shall be sealed in an envelope. No bid received after closing time shall be considered. The official time for paper bids will be that of the date and time clock in the Purchasing Department. For electronic bids the official time is that posted on the website. Late bids will not be accepted. The City of Johnson City shall not be responsible for technical difficulties experienced by vendors trying to register or submit their bid/rfp response electronically less than one hour prior to the bid/rfp opening time. If not offering a bid/proposal response, the vendor is encouraged to complete the "Statement of Decline" form and return prior to solicitation opening.

2. SIGNATURE ON BIDS

When submitting a bid, other than electronically, the bid form must contain the full name and address of the company and be signed in ink by a person authorized to bind that company to a contract. Submission of an electronic solicitation constitutes acceptance of all terms and conditions. Unsigned paper bids will not be considered, read or tabulated. They may not be signed during or after the bid opening, even if a representative is present.

3. PRICING

All pricing must appear in the spaces provided on the city's form (if applicable) and be in ink or typed. Changes or corrections by the bidder/proposer must be initialed in ink by the person signing. No corrections may be made in pencil. Unit prices will prevail in case of an extension error. The City will correct math computation errors (unit price & totals). No bid may be altered or amended after bid opening time. Obvious mistakes will be given special consideration upon receipt of written request and full disclosure or evidence regarding pricing error.

4. BID/RFP OPENINGS

Bids/RFP's (paper & electronic) will be read aloud at the specified date and time as stated in the document. All openings are public meetings. All bidders/proposers and interested persons are invited to attend. The City reserves the right to postpone any bid/rfp opening under circumstances warranting such action, including but not limited to instances when the City receives fewer than two responses.

5. EXAMINATION OF BIDS/RFP'S

Bids/RFP's and associated documents may be examined at the opening. They are closed for review and inspection during the evaluation period prior to award.

6. COOPERATIVE PURCHASING:

Bidders/Proposers are to 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.

7. BID TABULATIONS/RFP RESPONSES

Bid tabulations and RFP respondent's lists will be posted and available the next business day on our website: <http://www.johnsoncitytn.org> then select Purchasing Department, Current Bid/Notices.

8. MULTIPLE ITEM BIDS

The City will determine the successful bidder(s) either on the basis of the individual line items or the total of all items. ALL OR NONE bids must be clearly identified on the bid form and will be considered only if in the City's best interest.

9. BID/RFP EVALUATION

Bids/RFP's will be evaluated according to the criteria set forth in the document with the degree of importance determined by the City.

10. ACCEPTANCE, REJECTION AND POSTPONEMENT

Issuance of a bid/rfp does not commit the City to make an award. The City reserves the right to postpone or reject any or all bids/rfp's, to waive informalities and to accept the bid/rfp judged to be in the best interest of the City.

11. AWARD

An award, if made, shall be to the lowest responsible, responsive bidder(s) or best proposal meeting quality and performance standards as described in the solicitation documents and whose bid/rfp is determined to be in the best interest of the City.

12. AWARD PERIOD

The City shall have 60 days to issue a contract. Any contract past that period must be mutually agreed upon by both parties.

13. FOB POINT

All prices quoted shall be FOB delivered to the using department, City of Johnson City, TN unless otherwise stated in the solicitation document. Risk of loss and/or damage shall be upon the Seller until such time as the goods have been physically delivered and accepted by the City.

14. DISCOUNT AND PAYMENT

Payment terms are Net 30 following receipt of the material or service and a correct invoice unless otherwise stated in the solicitation document. Discounts for prompt payment will not be considered in the bid evaluation for award. Partial payment will be allowed only if addressed in the solicitation.

15. TAXES

The City is exempt from Federal excise tax, State, and city sales tax. Contractors are not exempt from the use tax on materials and supplies used in the production of an item or in the performance of a repair or construction contract. Tax exemption certificates will be furnished upon request.

16. TERM OF CONTRACT

Unless otherwise stated, the City reserves the right to purchase like items at the same contract price for a period of one year from the award date subject to agreement of both parties. The City may cancel any contract for cause following written notification of intent.

17. ORAL INSTRUCTIONS

No oral interpretations or instructions given by any city employee or any other person shall apply. Changes relative to any solicitation will be in writing to all known interested parties and posted on the City's website. These addendums will originate either from the Purchasing Department or the issuing Architect.

18. DELIVERY

Delivery/completion schedule must be clearly identified and realistically stated, as this may be a determining factor in the award.

19. SAFETY STANDARDS

All manufactured items and fabricated assemblies shall comply with applicable requirements of OSHA and any related standards thereto.

20. BRAND NAMES

By referencing a brand name or equal, the City intends to establish a minimum level of quality by which alternate offers can be judged. If an alternate is offered, the vendor must include complete descriptive literature and specifications that clearly describe the item and how it differs from the referenced item. Vendor reference to literature previously submitted will not satisfy this provision. Unless specified otherwise, it is understood that the referenced product will be furnished. The City alone will determine whether an alternate is equivalent and meets the standards of quality and performance for the City's use. A sample or demonstration may be required at the expense of the vendor.

21. EQUAL OPPORTUNITY

It is the policy of the City of Johnson City to ensure compliance with Title VI of the Civil Rights Act of 1964; 49 CFR, Part 21; related statutes and regulations to that end that no person shall be excluded from participation in or be denied benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance or any other funding source on the grounds of race, color, sex, national origin, or ancestry. By virtue of submitting a response to this solicitation, vendors agree to comply with the same non-discrimination policy.

22. SAMPLES

Samples will be furnished at no charge to the City. They will remain in the Purchasing Department for testing and evaluation until an award is made. Vendors are responsible for picking up their samples within two (2) weeks after the award. Samples not collected after that time shall become the property of the City. Samples from the successful vendor will be held until delivery is received and accepted as being equal to the sample.

23. CONDITION STANDARDS

It is understood and agreed that any item offered or shipped as a result of this solicitation shall be new and unused and the manufacturer's latest model unless otherwise called for in the solicitation.

24. INSPECTION

All supplies or materials purchased as a result of this solicitation are subject to inspection and rejection by the City. Rejected materials will be returned at the vendor's expense.

25. PARTS AND SERVICE

The successful vendor must be able to provide adequate parts and service for all items awarded. Service location and ability to perform may be a consideration in the award.

26. WARRANTY

Unless otherwise specified by the City, all items shall be guaranteed for a minimum period of one (1) year against defects in material and workmanship.

27. LICENSES, FEES, PERMITS

The contractor is responsible for furnishing the proper licenses, fees, and permits required by law to do business with the City of Johnson City in completion of the project. All work shall be done in accordance with the latest building codes, state and federal laws relative to public works contracts.

28. INSURANCE

The contractor shall maintain, at his expense, such insurance as will protect him from claims under Worker's Compensation Act and from claims of damages because of bodily injury, including death and damage to the property of others and claims for damages which may arise during operations under this contract whether such operations be by himself or by any subcontractor of anyone directly or indirectly employed by either of them. Any required insurances shall be maintained for the term of the contract.

29. INDEMNIFICATION

The vendor shall guarantee and certify by submitting a response to this solicitation that if successful, they shall indemnify and defend the City against any and all claims or legal actions arising as a result of their performance of the contract, whether or not such claims relate to damages or alleged damages sustained by physical injury to contractors personnel, subcontractors, city employees or other persons, or against any lawsuits arising from alleged or actual patent infringements, and shall hold the City, its various departments, employees, and any and all persons or entities acting on its behalf harmless from the same.

30. DEFAULT

In case of contractor default or failure to provide material or service according to the solicitations, the City may cancel this contract and acquire from another source and may recover any excess cost by (1) invoice; (2) deduction from an unpaid balance due; (3) collection against the bid and/or performance bond; or (4) a combination of the aforementioned remedies or other remedies provided by law. All costs associated with default will be borne by the contractor. The City reserves the right to remove a company in default from the active vendor list for a time period to be determined by the Director of Purchasing.

31. PENALTIES

Vendors may be removed from our active vendor system for any of the following:

- ◆ Failure to respond to three consecutive solicitations
- ◆ Failure to meet delivery requirements
- ◆ Failure to furnish items as a result of a solicitation
- ◆ Failure to provide service or material as a result of the award
- ◆ Offers of gratuities or favors to any City employee

32. NON-COLLUSION AGREEMENT

By submitting this solicitation, the agent representing all officers, partners, owners, representatives, employees or interested parties of the vendor's firm certifies to the best of his/her knowledge and belief this bid/proposal to the City of Johnson City, Tennessee has not been prepared in collusion with any other seller, proprietor, or manufacturer of similar products or services. The agent also certifies that the prices, terms and conditions of said bid/proposal have been arrived at independently and have not been communicated by the submitter, nor by any of the aforementioned firm associate to any other seller, proprietor, or manufacturer of similar products or services and will not be communicated prior to the official opening of said solicitation. The agent further states that no official or employee of the City of Johnson City has promised any personal, financial or other beneficial interest, either directly or indirectly, in order to influence award of this solicitation.

REQUIREMENTS FOR BIDS, REQUESTS FOR PROPOSALS, AND CONTRACTS
BETWEEN THE CITY OF JOHNSON CITY
AND OTHER PARTIES

The City of Johnson City has established the following requirements for use in all bids and contracts between the City and any other person or entity. The following list is mandatory and modifies any bid, contract, or request for proposal, or conditions applicable to, signed by, or let by the City, notwithstanding anything contained in any particular conditions, contract, request for proposal, or bid to the contrary.

In general, the following provisions apply to all such contracts, bids, requests for proposals, contracts requiring bids, and bids containing contracts:

1. The City of Johnson City shall not answer to any contracting party for the furnishing of public records to a person requesting such in accordance with Tennessee law.
2. The City, while it may designate in writing a representative on a particular project, shall only be bound by a majority vote of the Board of Commissioners or by the limited authority delegated to the City Manager pursuant to City Ordinance. No personal representative of the City assigned to a particular project may bind it in excess of the dollar amounts granted to the City Manager by Ordinance, and no personal representative assigned to a particular project may bind the City for an amount equal to or less than the dollar amounts granted to the City Manager by Ordinance without the City Manager's approval.
3. The City shall not in any event waive any claims for damages including but not limited to consequential damages in any contract for any reason or purpose.
4. No decision of an architect, engineer, or personal representative of the City shall be final and binding on the City, unless the City so agrees in any dispute with any party including but not limited to an architect, a contractor, a subcontractor, an engineer, etc. If the City agrees to be bound pertaining to a dispute, then the monetary limits contained in the City's ordinances regarding the authority of the City Manager shall prevail, and any amounts exceeding the authority of the City Manager shall be referred to the Board of Commissioners for their consideration.
5. The City shall not participate in any mediation or arbitration regarding any agreement to which it is a party, and all matters left unresolved between the City and any other party, person, or entity shall be resolved in a court of competent jurisdiction in either Washington County, Tennessee, or in Federal District Court in Greeneville, Tennessee.
6. No party or other entity shall file a lien of any nature whatsoever against City property, real, personal, or mixed, no matter where that property is located. Should a party or entity contracting with the City or acting as a subcontractor or subsubcontractor file a lien against any property, real, personal, or mixed, owned by the City, then that party or entity shall take immediate steps at its own cost and expense to remove said lien, or the City shall take such steps as it deems necessary and hold the other party or entity liable for any costs and attorneys' fees associated with the lifting of said lien.
7. The City shall exercise its sole discretion before agreeing to any assignments of any contracts or subcontracts regarding any project in which the City is involved. No contract with the City shall be assignable without the City's sole, discretionary, absolute consent.
8. The City shall not be required to supply any information regarding its title to any property in which it has an interest for any purposes regarding the filing of liens.
9. The City shall not waive any claims it has in the making of final payment in any project in which it is involved. The City shall have the right to terminate any agreement to which this document is attached at any time in its sole discretion without cause. In the event the City terminates without cause any agreement to which this document is attached, then in such event the City shall be liable only for the actual work and costs that have accrued at or before the date of the City's termination. In no event shall the City be liable for lost profits, consequential damages or incidental damages in the event it terminates a contract without cause.
10. Except to the extent allowed by law, the City shall not indemnify and hold harmless any other party, entity, person, their agents, employees, or anyone else in the world for any reason whatsoever.
11. The City shall not waive the rights of subrogation of its insurers or itself for any purpose whatsoever, and the City shall not cause any such endorsements to be placed on any policies to which it is a party.
12. Unless the City elects otherwise, the City shall not provide any "builders' risk" or an "all-risk" or equivalent policy for any reason whatsoever for any project in which the City has an interest, and the contractor or other such party shall assume this responsibility. That builder's risk policy provided by the contractor or other such interested party shall name the City as an additional insured. The City shall not provide boiler and machinery insurance, but shall require such insurance as applicable, depending on the parameters of whatever project is involved. The cost of boiler and machinery insurance shall be borne by the appropriate contractor, subcontractor, or other interested party. The City shall not insure the interests of any other person or entity, nor shall the City add any other person or entity as an additional insured to any of its policies.

13. The City shall not waive any rights regarding the loss of use of the City's property.
14. As to acts or failures to act or any causes of action by any party to a contract, whether that party be the architect, owner, contractor, City, etc., a cause of action shall accrue according to Tennessee law. No contract provision shall shorten the statutes of limitations, statutes of repose, or the accrual of any causes of action which the City might have against another party or entity. No contract provision shall waive any warranties, express or implied, nor shall any contract limit the standard of care for any particular service or undertaking to that of the locality where those services or undertakings are performed.
15. Any interest to be paid by the City of Johnson City for late payments shall be at the rate of interest at which the City pays on its most recently issued bonds.
16. The City reserves to itself the right to approve the use of any tests, including but not limited to any borings, test pits, geotechnical work, environmental tests, and the like in its own sole discretion. All design professionals, consultants, subcontractors, or the like shall be duly licensed in the State of Tennessee, if licensure in the State of Tennessee is required for the work to be performed by such design professional, consultants, or subcontractors.
17. Notwithstanding any applicable choice of law or conflict of law provisions or decisions, the law of the State of Tennessee shall govern all contracts to which this document is attached.
18. The City of Johnson City shall not provide any legal advice, legal services, surveys, or procure the same for any other party.
19. Upon payment for services as rendered, all design documents and all instruments of service created by design professionals, including but not limited to architects, landscape architects, engineers, etc., shall become the property of the City of Johnson City, Tennessee. The City of Johnson City shall be allowed to use all design documents and instruments of service, **including** but not limited to bid drawings, shop drawings, reports, specifications, cost estimates, schematic designs, construction designs, and the like for future additions or alterations to the current project or for use in other projects. Any use of the aforementioned designs and construction documents shall be at the City's sole risk and without liability to the design professional. The design professional's name and seal will be removed from all such design documents prior to the City's use thereof.
20. No person or entity shall respond to a request for bid or request for proposal with any terms or conditions that might change, alter, amend, or differ with the specifications, terms, or conditions originally provided by the City in its initial request for bids or proposals.

October 5, 2009



STATEMENT OF BID/RFP DECLINE City of Johnson City, Tennessee

NOTE: If you do not intend to respond to this solicitation, complete and return this form on or before the stated deadline to Purchasing Department, P. O. Box 2150, Johnson City, TN 37605 or via facsimile 423/975-2712.

We value your feedback and ask that you complete the following:

Bid/RFP No. # _____
Bid/RFP Name _____

We, the undersigned, decline to submit on the above bid/proposal for the following reason(s):

- _____ Insufficient time to adequately prepare a response
- _____ Our company does not offer this product or service. Remove us from the vendor list
- _____ Our schedule will not permit us to perform in a timely manner
- _____ We are unable to meet bond requirements
- _____ We are unable to meet insurance requirements
- _____ We are unable to offer comparable product or service
- _____ We are unable to meet specifications (explain below)

We understand that if this statement is not completed and returned, our company may be deleted from the City's solicitation list for this commodity or service.

Company Name: _____
Address: _____
Signature: _____
Telephone: _____
E-mail: _____
Date: _____