



REQUEST FOR PROPOSAL

PROFESSIONAL REAL ESTATE BROKER OR AUCTIONEERING SERVICES TO MARKET AND SELL A PORTION OF THE FORMER BUFFALO VALLEY GOLF COURSE

RFP # R-6726

**Due Date and Time: March 8, 2024
2:00 PM (ET)**

**City of Johnson City
Purchasing Department
209 Water Street
Johnson City, Tennessee 37601**

(423) 975-2715

RFP # R6726 – PROFESSIONAL REAL ESTATE BROKER OR AUCTIONEER SERVICES TO MARKET & SELL A PORTION OF THE FORMER BUFFALO VALLEY GOLF COURSE

REQUEST FOR PROPOSAL

OVERVIEW

The City of Johnson City, Tennessee, a municipal corporation situated in Washington, Carter, and Sullivan County is soliciting proposals from qualified real estate brokerage firms experienced in the marketing and sale of publicly owned properties. The purpose of this Request for Proposal will allow the Johnson City Board of Commissioners to consider the retention of a qualified real estate brokerage firm or auction firm to market and sell a portion of the former Buffalo Valley Golf Course, wholly owned by the City of Johnson City. The golf course ceased business operations and closed on December 31, 2017.

The City of Johnson City, Tennessee is requesting that all interested respondents to this request submit a detailed written proposal outlining and confirming the scope of services to be provided.

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.

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

The Proposer is expected to completely analyze the information contained in this Request for Proposals (RFP) as guidance for the preparation of their written proposal. The Proposer's written proposal should be specific, detailed, and complete in order to clearly and fully demonstrate the Proposer's understanding of the proposed work requirements, and it should include a logical plan to accomplish the task(s) under the proposed scope of work.

CONTACTS

Questions regarding the proposal criteria and or site visit should be addressed to Steve Willis, Assistant City Manager at 423-434-6003, or swillis@johnsoncitytn.org.

Questions regarding proposal procedures or submittals may be directed to Debbie Dillon, Purchasing Director at 423-975-2717, or ddillon@johnsoncitytn.org

SCOPE OF SERVICES

The successful firm will agree to contract with the City to provide the following services:

- After consultation with Board of Commissioners establish, a fair market sale price;
- Target prospective buyers;
- Developing strategies for sale of the property;
- Market the subject property, locally, regionally and nationally as required;
- Coordinate site visits of prospective buyers;
- Handle all customary activities and services associated with real estate transactions;

- Negotiate with prospective buyers on behalf of the City;
- Coordinate real estate transaction closings;
- Communicate and meet with city staff and Board of Commissioners as required;
- If a buyer can't be secured for the property in it's entirety then how would a sub divide of the property be accomplished;
- Develop a strategy for portions of the property that may be landlocked;
- Develop a strategy for any rezoning requirements with the Town of Unicoi;
- The City will require a site visit for all proposers. Contact Steve Willis, as listed, to make an appointment

BROKER'S QUALIFICATIONS

- Must be licensed in the State of Tennessee through the Department of Commerce and Insurance, Auctioneer or Real Estate Commission or legally affiliated with a licensed Tennessee broker as appropriate;
- Must have demonstrated experience in the real estate profession, preferably with the sale of publicly owned properties;
- Must be knowledgeable with public real estate records;
- Must be able to provide contact information for client references regarding the sale of property handled by your firm over the past five years;

INSURANCE REQUIREMENTS

The attached Insurance Checklist (which includes a section for the 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. Vendor must indicate if some requirements are not currently met but plan to purchase if selected.

METHOD OF COMPENSATION

The proposed method of compensation shall include the following items:

- State the real estate or auctioneer commission (fee or rate) for all services provided related to and including the sale of the subject property with available options listed

RFP SUBMITTAL REQUIREMENTS

The following information must accompany your proposal:

- List the official name of the brokerage/auction firm, prior names of the firm and total years in business;
- Description of your firm including the size of the firm, location, number, and nature of the professional staff to be assigned to the City; staff experience and training, including a brief resume for each person listed;

- Describe the experience your firm has in the real estate or auction business including any past experience with the marketing and sale of closed golf courses;
- Provide information relating to current or past experience in working with local governments;
- Provide copies of all current state real estate or auctioneer licenses and related professional certifications;
- Provide a list of three references where similar services were provided along with contact information;
- Please list any additional services offered through your firm;
- Please list all current litigation, outstanding judgments, and liens;

PROPOSAL SUBMISSION

Proposers must submit a complete response to this RFP using the format provided.

Proposer can submit electronically per link below or place submittal response in a sealed envelope plainly identified on the outside with vendor name and proposal name and number. If submitting paper copies, submit 4 color copies of entire response. Vendor responsible for delivery to Johnson City Purchasing Dept., Debbie Dillon-Director, 209 Water Street, Johnson City, TN 37601 **no later than the proposal deadline of March 8, 2024, 2:00 PM ET.**

ELECTRONIC RESPONSES: [CLICK HERE](#)

A list of respondents will be available no later than the following business day at 8:00 a.m. on the Johnson City Purchasing website: https://www.johnsoncitytn.org/government/departments_and_divisions/purchasing.php. Late submittals will not be considered. Telephone, facsimile or emailed offers will not be accepted

Submittals must be signed by the agent authorized to bind the Proposer to its provisions. Unsigned offers will not be accepted and will be declared non-responsive. Electronic signatures are acceptable.

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 selected proposer to accept these obligations may result in cancellation of the award.

This request for proposal will neither commit the City to commence the award, nor in any way limit the discretion of the City in selecting a proposal.

Solicitations will be opened publicly via a web conference and in-person, simultaneously.

Join Zoom Meeting

[RFP# R6726 REAL ESTATE BROKER/AUCTIONEER SERVICES FORMER BUFFALO VALLEY GOLF COURSE VIRTUAL PROPOSAL OPENING](#)

Meeting ID: 898 8834 8780

Passcode: 673967

If you do not have access to a webcam, or you have no audio with your system, you may call this number to join: (646) 518-9805. Any issues accessing the zoom web meeting please call 423.975.2715 for direct assistance.

TERM OF CONTRACT

The contract term for the successful firm will be for a period of twelve months from the date of contract award. The contract may be extended or renewed in writing by mutual consent of both parties for a stated term and fee.

SELECTION CRITERIA

Consideration for award will go to the firm which demonstrated that it possesses the qualifications, experience and capability of fulfilling the requirements of the scope of the project as outlined in this RFP. Such determination will be made in the sole judgment of the City.

The City reserves the right to cancel this RFP, reject any or all proposals and to waive informalities, irregularities, and technicalities in the proposal process, determine the proposal that is best suited and most qualified to perform the work outlined in the RFP, supplement, amend or otherwise modify this RFP, issue additional solicitations for information and proposals and check references and qualifications for each proposal respondent;

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.

Proposals will be evaluated by the City using the following criteria:

- **1. Qualifications and experience:**
 - a. **Firm qualifications, reputation, and relevant experience/clients.**
 - b. **Prior success in the sale of municipal properties.**
 - c. **Availability to have a coordinated and focused effort to market the property.**
- **2. References**
- **3. Fees**

INCURRING COSTS

The City is not liable for any costs incurred by Proposer prior to issuance of a contract.

WITHDRAWAL OF PROPOSALS

Proposals may be withdrawn upon written request received from Proposer prior to the time fixed for receipt.

REQUIREMENTS FOR BIDS, REQUEST FOR PROPOSALS, AND CONTRACT

This Proposal, and any response to it, includes the City's "Requirements for Bids, Requests for Proposals, and Contracts, etc." and the "Sealed Solicitation General Terms and Conditions" attached hereto and set forth herein as if verbatim.

ECONOMY OF PREPARATION

Proposals should be prepared simply and economically, providing a straightforward and complete description of services, qualifications, cost range and associated options to meet city's requirements as outlined in this document. Emphasis should be on completeness and clarity of content. Proposal responses must include all requested information.

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 City Policy and Tennessee Statute.

ADDENDA

In the event it becomes necessary to revise any part of this RFP, addenda will be provided from the City's Purchasing Department, in writing, to all known interested vendors who received the original proposal document. Any verbal communications are not binding.

RIGHTS AND OPTIONS OF CITY OF JOHNSON CITY

The City reserves the following rights and options:

- Determine those proposers who are most qualified;
- Reject any or all proposals for any reason, waive irregularities in any proposal at its sole discretion
Reject any or all Proposals, waive irregularities in any Proposal, accept or reject all or any part of any Proposal, waive any requirements of the Request, at its sole discretion and as may be deemed to be in the best interest of the City;
- Extend or otherwise revise the timeline for submittals;
- Supplement, amend, or otherwise modify this RFP;
- Request clarification and/or additional information from Proposers at any point in the Procurement process;
- Cancel this RFP with or without the submission of another RFP; and
- Issue additional solicitations for information and proposals, and conduct investigation's with respect to the qualifications of each respondent.

PROPOSAL WITHDRAWAL

Proposals may be withdrawn upon written request to the Purchasing department prior to the date and time of opening.

**RFP R6726 – PROFESSIONAL REAL ESTATE BROKER OR AUCTIONEER SERVICES TO
MARKET & SELL A PORTION OF THE FORMER BUFFALO VALLEY GOLF COURSE**

SUBJECT PROPERTY:

**- A PORTION OF THE FORMER BUFFALO VALLEY GOLF COURSE-
190 GOLF COURSE ROAD
UNICOI, TENNESSEE**

PROPERTY LOCATION: The Buffalo Valley Golf Course property is entirely situated in Unicoi County, Tennessee within the corporate limits of the Town of Unicoi. The golf course is situated approximately five miles from the Johnson City limits (pop. 71,278), adjacent to Interstate 26. It is 61 miles from Asheville, North Carolina, 106 miles from Knoxville, Tennessee, 267 miles from Atlanta, Georgia, and ideally situated within a one day drive of the major population centers along the Eastern seaboard of the United States. Although not part of the property, the course is situated next to a residential subdivision, a closed motel, and an indoor soccer facility.

PROPERTY DESCRIPTION:

1. Real Estate: A portion of the former Buffalo Valley Golf Course;
2. Property Footnotes:
 - The golf course was constructed in 1968 and acquired by the City in 1993;
 - The City will retain approximately 33.5 acres of the property shown as tracts (1) one – 28.86 acres; and (7) seven – 4.52 acres for a streambank mitigation project which reduces the available acreage to market at approximately (91) ninety-one acres.
3. Real Estate Assessment Data: For the tax year 2022, the total market appraisal including all acreage of the former Buffalo Valley Golf Course property is \$ 3,009,200 (source: State of Tennessee Comptroller of the Treasury). The City of Johnson City annually pays \$ 5,000 in lieu of (real estate) tax to Unicoi County, Tennessee for the property. The Town of Unicoi does not have a property tax.
4. Utilities: The property is served by a potable public water supply, a collection system and wastewater package plant served by the City of Johnson City, power through Erwin Utilities and natural gas service through the Unicoi County Gas Utility District.
5. Zoning: The property has an agricultural zoning classification.

LEGAL DESCRIPTION OF BUFFALO VALLEY GOLF COURSE:

The City of Johnson City, Tennessee purchased the primary part of Buffalo Valley Golf Course on June 1, 1993. The Unicoi County, Tennessee Assessor of Property shows the property has two tax parcels:

1. Map 5J, Group A, Control Map 5J, Parcel 1.00;
2. Map 8B, Group D, Control Map 5O, Parcel 36.12;

The Deeds conveying title to the City of Johnson City, Tennessee for this property are recorded in the Unicoi County, Tennessee Register of Deeds Office as follows:

1. From Buffalo Valley Golf Club Partnership dated June 1, 1993 recorded in Deed Book 170, page 827;
2. From Tri-Management Corporation, dated July 3, 1990, recorded in Deed Book 170, page 533;
3. From Carson M. Honeycutt, dated July 6, 1993, recorded in Book 171, page 388;
4. From William J. Jones, Jr and Douglas L. White, dated July 6, 1993, recorded in Book 171, page 390;
5. From William J. Jones, Jr and Douglas L. White, dated July 6, 1993, recorded in Book 171, page 393;
6. From Sherman Williams and wife, Sherrill U. Williams dated October 8, 2002, recorded in Book 244, page 533;
7. From Robert C. Goodsell and wife Jan D. Goodsell, dated March 22, 2003, recorded in Book 251, page 387;
8. From Robert C. Goodsell and wife, Jan D. Goodsell, dated March 22, 2003, recorded in Book 251, page 391;
9. From Garth D. Moze and wife Janice K. Moze, dated March 22, 2003, recorded in Book 251, page 395;
10. From Roger Gardner and wife, Sharon Gardner, dated August 8, 2005, recorded in Book 288, page 550;

There have been several conveyances from the City of Johnson City for small parcels, primarily to reconcile the former golf course property with adjoining residential boundaries. Additionally, the City of Johnson City sold a 2.06 acre parcel in 2022 to the Town of Unicoi for an EMS/Fire sub-station.

FINANCIAL INFORMATION: The described property does not have any liens.

SPECIFIC CONDITIONS OR RESTRICTIONS: The property is subject to any applicable zoning, building codes, and ordinances that may be applicable within the Town of Unicoi and Unicoi County, Tennessee and the laws of the State of Tennessee.

PROPERTY INSPECTION: Staff representatives of the City of Johnson City will be available by appointment to meet with interested firms for site visits.

EVALUATION OF RESPONSES: The Board of Commissioners has the sole discretion to determine which proposal is in the City's best interest. The City reserves the right to reject any and all proposals and to waive informalities. The City may negotiate with any proposer to arrive at a contract that is in the best interest of the City.

ATTACHMENT A

Conflict of Interest Statement

STATE OF TENNESSEE ()

COUNTY OF ()

Before me, the undersigned authority, personally appeared _____, who was duly sworn, deposes, and states:

1. I am the _____ of _____ with a local office in _____ and principal office in _____.
2. The above named entity is submitting an Expression of Interest for the City of Johnson City project described as **RFP # R6726**
3. The Affiant has made diligent inquiry and provides the information contained in this Affidavit based upon his/her own knowledge.
4. The Affiant states that only one submittal for the above project is being submitted and that the above named entity has no financial interest in other entities submitting proposals for the same project.
5. Neither the Affiant nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive pricing in connection with the entity's submittal for the above project. This statement restricts the discussion of pricing data until the completion of negotiations and execution of the Agreement for this project.
6. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise ineligible from participating in contract lettings by any local, state, or federal agency.
7. Neither the entity, nor its affiliates, nor anyone associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.
8. I certify that no member of the entity's ownership, management, or staff has a vested interest in any aspect of or The City of Johnson City.
9. I certify that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with The City of Johnson City.
10. I certify that no member of the entity's ownership or management is currently serving as a member of any City of Johnson City advisory board(s) or committee(s), or alternatively state that (insert the individual's name) _____, who is a member of the above-named entity's ownership or management, is currently serving as a member of the following City of Johnson City advisory board(s) or committee(s): _____.
11. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above named entity, will immediately notify the City in writing.

DATED this _____ day of _____, 20_____.

_____ Signature

_____ Typed Name of Affiant

_____ Title

Sworn to and subscribed before me this _____ **day of** _____, **20**_____.

Personally known _____

OR Produced identification _____ **Notary Public - State of** _____

_____ **My commission expires** _____

(Type of identification)

(Printed typed or stamped commissioned name of notary public)

COMPLETE AND RETURN WITH PROPOSAL SUBMISSION

PROPOSAL FORM
RFP# R6726 - PROFESSIONAL REAL ESTATE BROKERAGE OR ENGINEERING SERVICES
FOR THE FORMER BUFFALO VALLEY GOLF COURSE PROPERTY

Fee/Commission/Method of Compensation: _____

Terms (if any): _____

List Official name of Firm: _____

Provide General Description of firm and its services specific to the marketing and sale of golf course properties:

Provide license numbers and copies of all current State and local real estate or auctioneer licenses and related professional certifications: _____

If affiliating with a licensed Tennessee broker, please provide the name and contact information for that firm and State of Tennessee and local real estate license numbers and related professional certifications:

Check if all RFP submittal requirements have been included in the response

The offeror certifies that the prices, terms and conditions of said proposal have been arrived at independently and have not been communicated by the undersigned to any other seller, proprietor or agent of similar services and will not be communicated prior to the official receipt date and time of this proposal. The offeror 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 an Agreement.

By signing this document, the undersigned hereby agrees to all other terms and conditions, including the attached Sealed Solicitation General Terms & Conditions and the City's Requirements for Bids, Requests for Proposals, and Contracts Between the City of Johnson City and Other Parties and the Requirements of the Iran Divestment Act and Non-Boycott of Israel Act (Sealed Solicitations General Terms & Conditions #19 & #22) contained in this proposal and associated documents relating to this proposal and will furnish items as specified if this proposal is accepted. By submission of this proposal, each vendor and each person signing on behalf of any vendor certifies, and in the case of a joint proposal 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 complies pursuant to T.C.A. § 12-12-106 & T.C.A. § 12-4-119.

Company/Agent _____

Signature _____

Type name/title: _____

Address _____

Telephone _____

Email _____

Date _____

PROPOSAL MUST BE SIGNED TO BE VALID

RFP R6726 – PROPERTY ASSESSMENT

Unicoi (086)	Jan 1 Owner
Tax Year 2023 Reappraisal 2022	CITY OF JOHNSON CITY
	P O BOX 2150
	JOHNSON CITY TN 37601-0000

Value Information

Land Market Value:	\$2,880,100
Improvement Value:	\$129,100
Total Market Appraisal:	\$3,009,200
Assessment Percentage:	0%
Assessment:	\$0

Subdivision Data

Subdivision:

BUFFALO VALLEY CTRY CLUB

Plat Book:	Plat Page:	Block:	Lot:
2	70		

Additional Information

General Information

Class: 02 - City

City #: 745

Special Service District 1: 000

District: 05

Number of Buildings: 1

Utilities - Water/Sewer: 03 - PUBLIC / INDIVIDUAL

Utilities - Gas/Gas Type: 00 - NONE

City: UNICOI

Special Service District 2: 000

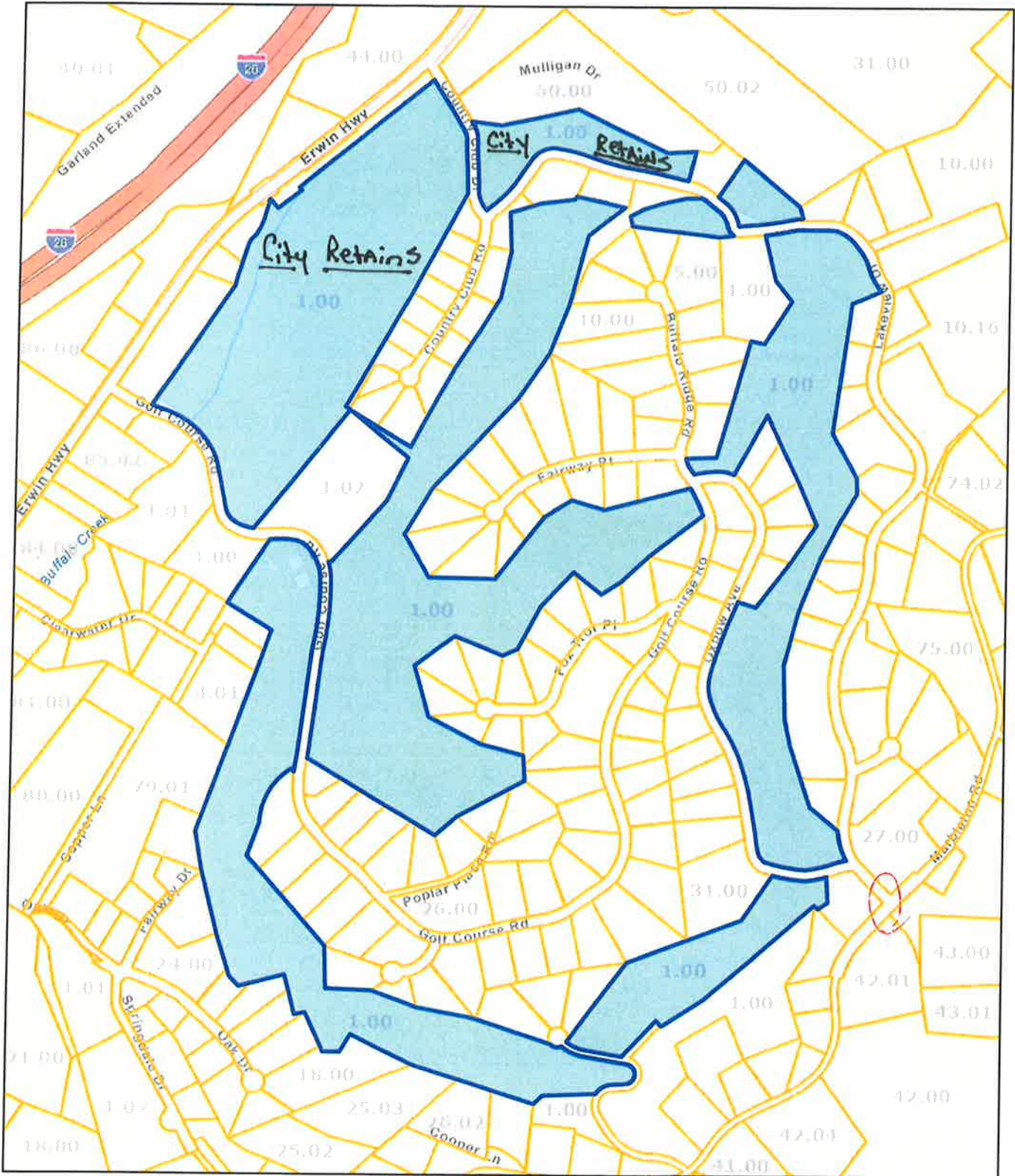
Neighborhood: U01

Number of Mobile Homes: 0

Utilities - Electricity: 01 - PUBLIC

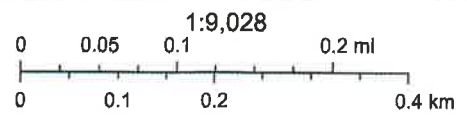
Zoning:

Unicoi County - Parcel: 005J A 001.00



Date: October 13, 2023

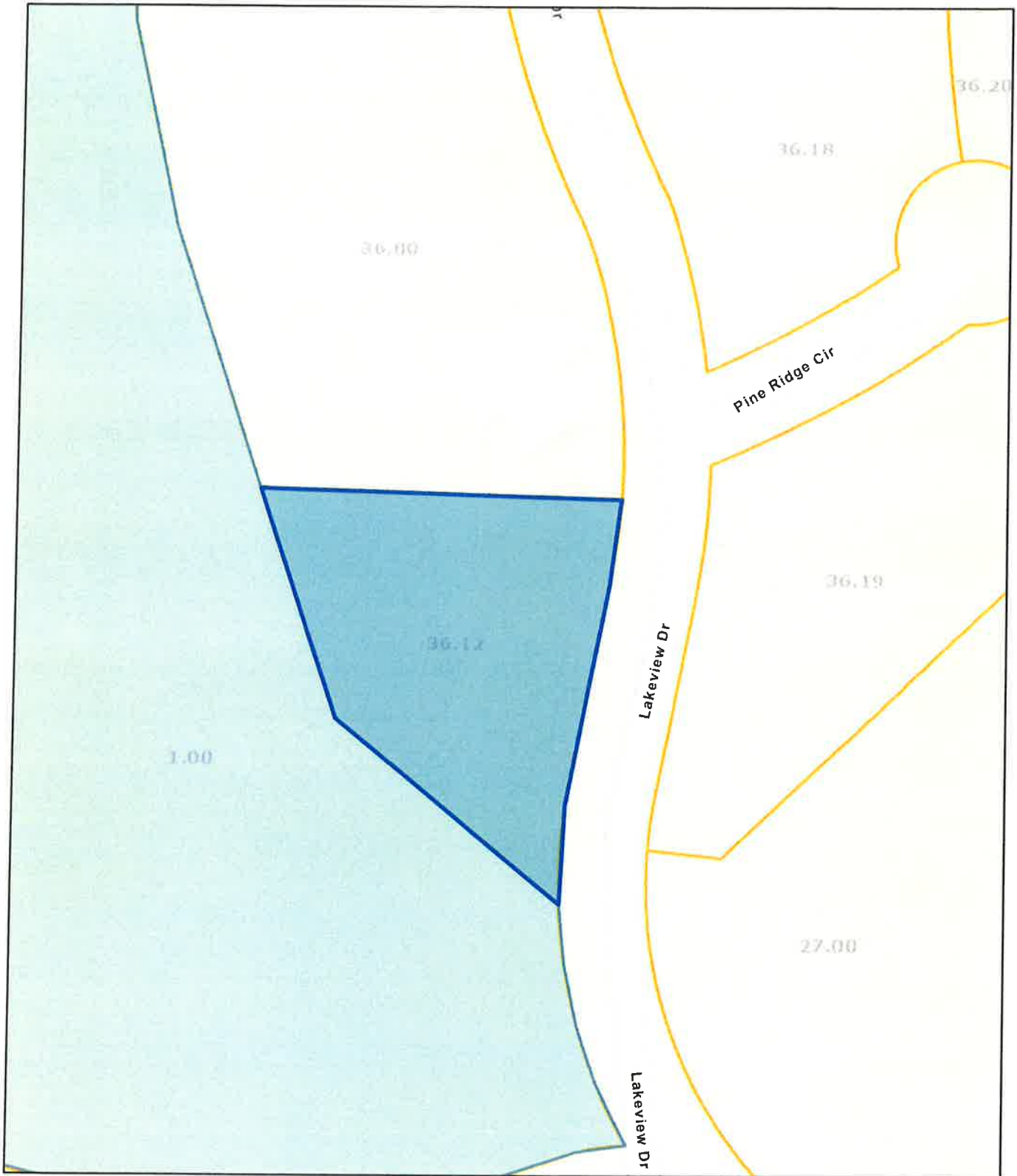
County: Unicoi
Owner: CITY OF JOHNSON CITY
Address: GOLF COURSE RD 190
Parcel Number: 005J A 001.00
Deeded Acreage: 123.06
Calculated Acreage: 123.06
Date of TDOT Imagery: 2019
Date of Vexcel Imagery: 2021



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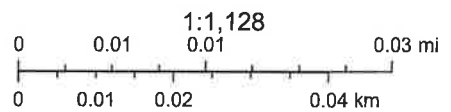
The property lines are compiled from information maintained by your local county Assessor's office but are not conclusive evidence of property ownership in any court of law.

Unicoi County - Parcel: 0050 D 036.12



Date: September 8, 2023

County: Unicoi
Owner: CITY OF JOHNSON CITY
Address: LAKEVIEW DR
Parcel Number: 0050 D 036.12
Deeded Acreage: 0
Calculated Acreage: 187
Date of TDOT Imagery: 2019
Date of Vexcel Imagery: 2021



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The property lines are compiled from information maintained by your local county Assessor's office but are not conclusive evidence of property ownership in any court of law.

INSURANCE CHECKLIST

(Professional Real Estate Broker Services)

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 / Professional Liability \$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 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: _____

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: _____ AUTHORIZED (Printed): _____

Bid Number: _____

Bid or Project Name: _____

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

INSURANCE 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, Automobile Liability, and Professional 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:

2.1.1 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.

2.1.2 Business Automobile Liability including coverage for any owned, hired, or non-owned motor vehicles, Uninsured Motorists insurance, and Automobile Contractual Liability.

2.1.3 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.

2.1.4 Professional Liability - The Contractor shall carry Professional Liability/Miscellaneous Errors and Omissions insurance which will pay for injuries arising out of errors or omissions in the rendering, or failure to render, professional services under the contract, in the amount shown in the Checklist.

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 three years for Professional Liability; two years for CGL and other Liability, 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 three years for Professional Liability; two years for CGL and other Liability) 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.



CITY OF JOHNSON CITY, TENNESSEE
<http://www.johnsoncitytn.org/purchasing>
SEALED SOLICITATION
GENERAL TERMS AND CONDITIONS

Read Carefully – if applicable or unless specifically noted otherwise in the solicitation documents

1. ACCEPTANCE, REJECTION AND POSTPONEMENT

Issuance of a bid/rfp/rfq does not commit the City to make an award. The City reserves the right to postpone or reject any or all bids/rfps/rfqs, to waive informalities and to accept the bid/rfp/rfq judged to be in the best interest of the City. Any document superfluously provided and not requested in the solicitation document may not be considered.

2. ADDENDA

Addenda will be issued to all known interested parties and posted on the City's website (listed above). All addenda issued shall become part of the solicitation documents. It is the vendor's responsibility to determine and acknowledge all addenda issued for a solicitation. No addendum will be issued less than two (2) working days prior to the solicitation opening as per TCA, Title 12, Chapter 4, Part 1, as amended

3. AWARD

An award, if made, shall be to the lowest responsible, responsive bidder(s) or best solicitation 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. This includes value engineering with the low bidder if cost is over budget. The City also reserves the right to award this product/service based on other contracts in-place (state or cooperative contracts), as may be in our best interest.

4. 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.

5. BID TABULATIONS/RFP/RFQ RESPONSES

Bid tabulations and RFP/RFQ respondent's lists will be posted and available the next business day on our above website. Click on "awarded/opened solicitations".

6. BRAND NAMES

By referencing a product or service name as "or approved 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.

7. 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.

8. CONSTRUCTION DOCUMENTS

If a fee is required for bid documents then only those bidders of record with the issuing office are eligible to bid.

9. DEFAULT

In case of contractor default or failure to provide material or service according to the solicitation, 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.

10. DELIVERY

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

11. 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.

12. 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.

13. EVALUATION

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

14. EXAMINATION OF BIDS/RFPs/RFQs

Bids and associated documents may be examined at the opening. Only the name of the respondent is read aloud for RFPs/RFQs. All solicitations are closed for review and inspection during the evaluation period, prior to award.

15. FOB (FREE-ON-BOARD) POINT

All prices quoted shall be FOB destination, freight prepaid and allowed unless otherwise stated in the solicitation document. The seller pays and bears the freight charges and owns the goods while they are in transit. Title passes at the designated City location.

16. 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.

17. 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.

18. INSURANCE

The contractor shall maintain, at their expense, such insurance as required by the solicitation. Such insurance shall protect the City for claims of damages which may arise during operations under this contract whether such operations be by the Contractor or by any subcontractor or anyone directly or indirectly employed by either of them. Any required insurances shall be maintained for the term of the contract and beyond the term of the contract when so required in the solicitation.

19. IRAN DIVESTMENT ACT

Pursuant to the Iran Divestment Act Tenn. Code Ann. § 12-12-106 requires the State of Tennessee Chief Procurement Officer to publish, using creditable information freely available to the public, a list of persons it determines engage in investment activities in Iran, as described in § 12-12-105. Inclusion on this list makes a person ineligible to contract with the City of Johnson City; if a person ceases its engagement in investment activities in Iran, it may be removed from the list. The State of Tennessee list is available here: <http://tennessee.gov/generalservices/article/Public-Information-library>

20. 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 the contract.

21. 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.

22. NON-BOYCOTT OF ISRAEL ACT

Pursuant to the Non-Boycott of Israel Act Tenn. Code Ann. § 12-4-119 requires that contracts of \$250,000+ to suppliers with 10 or more employees must certify that to the best of its knowledge and belief they are not boycotting Israel pursuant to Tenn. Code Ann. § 12-4-119 and will not during the full term of any award.

23. 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.

24. 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.

25. 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

26. PRE-BID MEETING ATTENDANCE

If attendance is mandatory then only those firms whose names are listed on the pre-bid attendance roster are eligible to submit a solicitation.

27. 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.

28. PROPRIETARY/CONFIDENTIAL INFORMATION

Vendors are hereby notified that all information submitted as part of, or in support of, bids/proposals will be available for public inspection after award, in compliance with Tennessee Statutes unless the vendor additionally identifies a specific area or scope of data or other materials to be protected and details the reasons protection is necessary.

29. PROTEST PROCEDURE

Any protest to the award of a contract by the City of Johnson City shall be submitted in writing to the Director of Purchasing with a copy to the City Manager and delivered not later than seven (7) calendar days from the date of the city's award decision. Such protest must include a protest bond in the amount of \$350 (cashier's check payable to the City of Johnson City) submitted to the Purchasing Director before the City will consider the protest. This protest bond will serve as a guarantee by the protester of the validity and accuracy of the protest. If the protest is denied by the City Manager the bond will be retained to cover costs associated with the protest.

30. QUESTIONS

Questions must be received by the City at least four (4) working days prior to the scheduled opening. 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, in the form of an addendum.

31. SAFETY STANDARDS

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

32. 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.

33. SEALED SOLICITATION OPENINGS

Bids will be read aloud at the specified date and time as stated in the document. RFP's/RFQ'S respondent names will be read aloud. All openings are public meetings. Bidders/proposers and interested persons are invited to attend. The City reserves the right to postpone any solicitation opening under circumstances warranting such action, including but not limited to instances when the City receives fewer than two responses.

34. 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.

35. SUBMITTAL OF SEALED BIDS/RFPS/RFQS

Any forms furnished by the city must be completed and returned as specified in the solicitation, otherwise response will be considered as non-responsive. TELEPHONE, FACSIMILE OR E-MAIL RESPONSES WILL NOT BE ACCEPTED. Electronic receipt of bids/proposals is acceptable for those eligible for online submittal at: <https://vrapp.vendorregistry.com/Vendor/Register/Index/johnson-city-tn-vendor-registration>. **Paper submittals shall be sealed in an envelope.** No solicitation received after closing time shall be considered. The official time for paper submittals 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 submittals 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 solicitation response, the vendor is encouraged to complete the "Statement of Decline" form and return prior to the opening.

36. 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.

37. 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, or non-appropriation of funds, following written notification of intent.

38. 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.

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 or limit 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 with or

without cause. In the event the City terminates with or 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 with or 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. The City, as the owner of real property that is the subject of or in any way connected to any bid, request for proposal, or contract, hereby grants to the successful bidder/proposer/contractor the general management of the real property during the time that work is being performed, and the City agrees to transfer information specified in OSHA regulations at 29 CFR §1926.1203(h)(1), so that TOSHA/OSHA shall treat the successful bidder/proposer/contractor as the host employer when working in confined spaces. This paragraph applies only to those areas where the successful bidder/proposer/contractor has access to and performs work within confined spaces as defined in federal OSHA regulations. The successful bidder shall comply with all federal OSHA and state TOSHA regulations, including those regarding confined spaces.

September, 2017



STATEMENT OF SOLICITATION DECLINE City of Johnson City, Tennessee

NOTE: If you do not intend to respond to this solicitation, please complete and return this form on or before the stated deadline to Purchasing Department, 209 Water Street, Johnson City, TN 37601 or via e-mail: purchasing@johnsoncitytn.org . If you do not offer this product/service please remove from your vendor profile.

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

Solicitation No.: # _____

Solicitation Name: _____

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

- _____ Insufficient time to adequately prepare a response
 - _____ Our company does not offer this product or service.
 - _____ 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: _____