

REQUEST FOR PROPOSAL

ENVIRONMENTAL LABORATORY SERVICES Johnson City Water & Sewer Department



RFP # 6038

Proposal Due Date/Time
May 24, 2016
1:00 pm EST

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

REQUEST FOR PROPOSAL
ENVIRONMENTAL LABORATORY SERVICES
Johnson City Water & Sewer Department

1. General

The City of Johnson City, Tennessee is requesting proposals from interested environmental laboratories for providing environmental laboratory services for the city's three (3) wastewater treatment plants, two (2) water plants and the pretreatment program. Services shall include analysis of industrial pretreatment samples, wastewater plant influent and effluent samples, sludge samples, and water plant raw and finished samples.

2. General Requirements

The majority of analysis (75%) will be performed at the primary analytical facility.

Samples will be picked up at the Regional Wastewater Treatment Plant and the Watauga Water Treatment Plant. The laboratory will be responsible for this pickup or will pay for the shipping expenses incurred for the pickup and delivery of the samples represented in this proposal. The laboratory shall provide clearly marked sample containers with the preservative inside where applicable.

Rush or emergency orders for analysis and results are to be available.

Occasional use of sampler and flow meter equipment and/or assistance with sample at no extra charge.

Laboratory selection radius limit shall be 300+/- miles of Johnson City, Tennessee.

3. Selection Process

All proposals will be rated by a team of Water & Sewer Services personnel based on firm experience, qualifications, location and costs. The review team may or may not require an interview with one or more of the proposers before recommending its selection to the City Commission for consideration.

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

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. Selection Criteria

In addition to the above criteria, selection process will include:

- a. Laboratory Evaluation Questionnaire
- b. General Analytical Laboratory Audit
- c. Estimated schedule and pricing of analytical requirements.

5. Submittal Process

Firms shall submit five (5) copies and (1) original (SO MARKED) of each proposal in a sealed envelope plainly identified in the upper left hand corner with the firm or person's complete name and address and in the lower left hand corner "**RFP 6038 - Environmental Laboratory Services**".

Responses must be received by the Director of Purchasing, P. O. Box 2150 (37605) or 209 Water Street (37601), Johnson City, TN on or before **1:00 PM, May 24, 2016**. A list of respondents will be available at that time. Late submittals will not be considered. Telephone or facsimile offers will not be accepted.

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

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

Proposals should be prepared simply and economically, providing a straightforward, concise description of Proposer's capabilities to satisfy the requirements of this RFP. Emphasis should be on completeness and clarity of content.

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

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

6. Contact

Direct any questions concerning this request for proposal to: Jeff Corder at (423)975-2604 jcorder@johnsoncitytn.org.

7. Contract Period

This is a five (5) year contract subject to annual renewals provided all prices, terms and conditions remain unchanged and the vendor is in agreement. Prices contained herein shall remain firm for the term of this contract. The City

reserves the right to re-bid at the end of any one (1) year period.

8. Addenda

In the event it becomes necessary to revise any part of this RFP, addenda will be provided to all known Proposers. No oral instructions will be binding.

9. Economy of Preparation

Proposals should be prepared simply and economically, providing a straightforward and complete description of services, qualifications, costs 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.

10. Withdrawal

Proposals may be withdrawn on written request received from Proposers prior to the time fixed for opening.

11. 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 & Tennessee Statute.

12. Proposal Acceptance

The contents of this proposal and the Proposer's response shall be valid for a minimum period of sixty (60) days from the date of receipt by the City.

13. Requirements for Bids, Request for Proposals and Contracts

This proposal includes the City's 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.

14. RIGHTS AND OPTIONS OF THE CITY OF JOHNSON CITY:

The City reserves the following rights and options:

- o Determine those proposers who are most qualified.
- o Reject any or all proposals for any reason, at its sole discretion.
- o Supplement, amend, or otherwise modify this RFP.
- o Cancel this RFP with or without the submission of another RFP.
- o Issue additional solicitations for information and proposals, and conduct investigations with respect to the qualifications of each respondent.

INSTRUCTIONS
LABORATORY EVALUATION QUESTIONNAIRE

1. General

This attached audit is intended to do a preliminary assessment of the quality system of the prospective laboratory. This system is dependent upon points given in five categories with a final score based on a weighted percentage.

Points will be awarded on "yes" responses. Some of the responses will require additional documentation as noted in the questionnaire. Points will be totaled at the end of the audit.

2. Laboratory Certification

Points will be given based on Proposer's total number of State of Tennessee's certifications in fifteen (15) categories for drinking water analysis.

The State of Tennessee does not certify laboratories for wastewater analysis, therefore points will be awarded based on certifications in other states. Equal points will be awarded regardless of the number of out-of-state certifications.

Participation in various EPA studies is also considered important when assessing laboratory quality.

3. Data Deliverables

This section is intended to assess the flexibility of service offered by the laboratory to meet the data needs of their customers.

4. Facility

The layout of the facility is important to secure minimal possibility of cross-contamination between the organic sections of the laboratory. Since methylene chloride is listed as a contaminant of concern on the Johnson City NPDES permits, it's important to make sure that the laboratory will not have any cross-contamination that will interfere with VOC determinations. Methylene chloride is a common extraction solvent. It is extremely volatile and can travel throughout a facility via: common air ducts, air flow through the lab and on the clothes of a person who is present during the use of methylene chloride. A lot of emphasis has been placed on this section due to the importance of eliminating cross-contamination.

The biomonitoring area should be free of chemical contaminants due to the nature of the tests being

performed. Air toxins, such as organic contaminants can have an adverse affect on the results.

5. Analytical/Technical abilities

This section is intended to ensure that a laboratory is equipped to handle the majority of the contract work at their facility. Subcontractor analysis shall be kept to a minimum. Any laboratory that must use a contract laboratory shall submit the name of the facility.

This section is also intended to assess the technical support capabilities of the laboratory and determine responsiveness to the client sampling needs.

6. Methodology

This section has been included to assess the methods being used by the laboratory for analysis. The information that will be recorded here by the laboratory will be used to compare against approved methods as listed in 40 CFP Part 136. The laboratory must show that the methods being used are approved and the detection limits offered will meet the permit limits of the City. Also, ensure that the most current Method Update regulations are being utilized.

LABORATORY EVALUATION QUESTIONNAIRE

GENERAL LABORATORY CERTIFICATION INFORMATION	YES	NO
Does the laboratory have any out-of-state certifications for wastewater? If yes - please list:		
Does the laboratory have any State of Tennessee certifications for drinking water? If yes - please list: (See note at bottom of page)		
Has the laboratory successfully participated in the USEPA Water System Study?		
Has the laboratory successfully participated in the USEPA Water Pollution Study?		
Has the laboratory successfully participated in the USEPA Discharge Monitoring Report Quality Assurance Study?		
Has the laboratory successfully participated in the USEPA National Environmental Laboratory Accreditation Program?		
DATA DELIVERABLES		
Custom reports with unique codes and permit limits		
Custom chain of custody		
Capable of electronic data transfer via modem		
QC packages available upon request		
Data archived for a minimum of five (5) years		
Fax notification of permit limit violation can be faxed within 24 hours of the analysis		
Data can be provided within 15 calendar days from the date of receipt		
FACILITY (PROVIDE A FACILITY DIAGRAM)		
Volatiles lab is physically separated from extraction lab		
Volatiles lab is physically separated from semi-volatile lab		
Volatiles lab is on a separate HVAC system than extraction and semi-volatiles lab		
Bioassay lab is located in an area free of organic contaminants		

NOTE: Please use the following when indicating State of Tennessee Drinking Water Certifications: a=inorganic trace metals, b=nitrate & fluoride, c=pesticides, d=herbicides, e=trihalomethanes, f=VOC's, g-sodium & corrosivity, h=radiochemistry, I-EDB & DBCP, j=vinyl chloride, k-lead copper only, l=dioxin, m=asbestos, n=total coliforms, o=turbidity.

COMPLETE AND RETURN WITH PROPOSAL PACKAGE

_____initials

LABORATORY EVALUATION QUESTIONNAIRE

ANALYTICAL/TECHNICAL CAPABILITIES	YES	NO
Laboratory has the ability to analyze all contract required analyss in house: list all itemw that will require sub-contractor analysis.		
Laboratory can provide automatic sampling equipment withing 24 hours of notification		
Laboratory has technical staff that can provide regulatory and permit guidance		
Laboratory has technical staff that can provide information on methodology and can provide on-site assistance		

COMPLETE AND RETURN WITH PROPOSAL PACKAGE

_____initials

LABORATORY EVALUATION QUESTIONNAIRE

WASTEWATER METHODOLOGY			
Analyte	Matrix	Method used	detection limit
Cadmium	Wastewater		
Chromium total	Wastewater		
Copper	Wastewater		
Iron	Wastewater		
Lead	Wastewater		
Manganese	Wastewater		
Mercury	Wastewater		
Nickel	Wastewater		
Selenium	Wastewater		
Silver	Wastewater		
Zinc	Wastewater		
Cyanide	Wastewater		
Total Phenol	Wastewater		
Base neutrals	Wastewater		
Pesticides	Wastewater		
Volatile organic compounds	Wastewater		

COMPLETE AND RETURN WITH PROPOSAL PACKAGE

_____ **initials**

LABORATORY EVALUATION QUESTIONNAIRE

WATER METHODOLOGY			
Analyte	Matrix	Method used	Detection limit
Antimony	Water		
Arsenic	Water		
Asbestos	Water		
Barium	Water		
Beryllium	Water		
Cadmium	Water		
Chromium	Water		
Copper	Water		
Cyanide	Water		
Fluoride	Water		
Lead	Water		
Mercury	Water		
Nitrate	Water		
Radionuclides	Water		
Selenium	Water		
Sodium	Water		
Sulfate	Water		
Thallium	Water		
Trihalomethanes	Water		
Total Phenol	Water		
Pesticides	Water		
Synthetic organic compounds	Water		
Volatile organic compounds	Water		

COMPLETE AND RETURN WITH PROPOSAL PACKAGE

_____ **initials**

LABORATORY EVALUATION QUESTIONNAIRE

SLUDGE METHODOLOGY			
Analyte	Matrix	Method used	Detection limit
Cadmium	Sludge		
Chromium total	Sludge		
Copper	Sludge		
Iron	Sludge		
Lead	Sludge		
Manganese	Sludge		
Mercury	Sludge		
Nickel	Sludge		
Selenium	Sludge		
Silver	Sludge		
Zinc	Sludge		
Cyanide	Sludge		
Total Phenol	Sludge		
TKN	Sludge		
Oil and grease	Sludge		
Total phosphorus	Sludge		
Ammonia	Sludge		
Nitrate & nitrite	Sludge		
Solids, total and volatile	Sludge		
Base neutrals	Sludge		
Pesticides/PCB's	Sludge		
Volatile organic compounds	Sludge		
Fecal coliforms	Sludge		
S.O.U.R.	Sludge		

COMPLETE AND RETURN WITH PROPOSAL PACKAGE

_____ **initials**

PROPOSAL FORM

RFP# 6038

**ENVIRONMENTAL LABORATORY SERVICES
JOHNSON CITY WATER & SEWER DEPARTMENT**

The undersigned hereby declares that no person or party other than the undersigned have any interest whatever in this proposal, that it is without any connection or collusion with any person or persons making or having made any proposal for the same product/service and without any previous understanding with such person or persons as to relative prices, obviating competition, and that it is made in good faith.

The undersigned also declares that they have carefully examined the specifications relating to the service herein referred to, and fully understands the nature of the obligations proposed.

The undersigned agrees to provide Environmental Laboratory Services according to the City's terms and conditions.

BY: _____
(Individual or Company Name typed)

Signed

ADDRESS _____

TELEPHONE _____

FACSIMILE _____

EMAIL _____

SIGNATURE: _____

DATE: _____

THIS FORM MUST BE COMPLETED AND RETURNED WITH PROPOSAL PACKAGE

**CITY OF JOHNSON CITY
GENERAL ANALYTICAL LABORATORY AUDIT**

GENERAL QA DOCUMENTATION	60%	YES	NO	NA
<i>Sample Receiving</i>				
1. Are samples checked for proper preservation?				
2. Are Chain of Custody's reviewed for completeness?				
3. Are samples stored properly prior to log in?				
4. Are samples stored properly after log in?				
5. Are samples checked for receipt temperature?				
6. Is the receipt temperature documented?				
7. Is the acceptance criteria +/- 2 ° with 4 being the required temperature?				
8. If samples do not meet the receiving requirements is the information recorded?				
9. Is there a current daily temperature log for sample storage?				
Total				
<i>Method Manuals</i>				
<i>Does the laboratory have a copy of each of the following?</i>				
1. EPA Methods 600/4-79-020 Rev. 1983				
2. APHA Standard Methods				
3. 40 CFR 136 Tables				
a. IA Biological Analyses				
b. IB Inorganic Analyses				
c. IC Organic Analyses				
d. ID Pesticide Analyses				
e. Table II - Preservation Methods				
f. Appendix B				
4. SW-846				
Total				

	YES	NO	NA
Personnel			
1. Lab has in-house training or sends personnel to off-site training?			
2. Lab has job descriptions for senior and technical personnel?			
3. Lab has full-time Quality Assurance Manager?			
4. QA Manager is independent of lab functions and reports to upper management?			
Total			
Final Reports			
<i>All reports contain the following:</i>			
1. Unique sample ID Number			
2. Date of sample receipt			
3. Date/Time sampled			
4. Location or sample description			
5. Method number			
6. Date analyzed			
7. Qualifiers (where necessary)			
8. Detection Limits			
9. Units (ug/ or mg/l)			
10. Signature of authorized review person			
Total			
Instrument Maintenance			
1. Are maintenance logs available for all instruments?			
2. Maintenance is scheduled and up-to-date?			
3. Records are organized and current?			
4. Are there separate records for each instrument?			
Total			

	YES	NO	NA
Temperature			
1. Do all ovens have daily temperature logs?			
2. Do all refrigerators have daily temperature logs?			
3. Do all freezers have daily temperature logs?			
4. Do all incubators have daily temperature logs?			
5. Are tolerance limits established for all controlled temperature?			
6. Are the thermometers calibrated annually against a NIST traceable thermometer?			
7. Is thermometer calibration recorded?			
Total			
Balances			
1. Are the analytical balances calibrated daily before use?			
2. Are class "S" weights used for calibration?			
3. Are the class "S" weights stored in a dry environment?			
4. Are the class "S" weights calibrated annually?			
5. Are the analytical balances calibrated annually?			
6. Are records available for each balance?			
7. Are the balances mounted on a heavy, shock proof table?			
8. Are the balances level?			
9. Are the balances capable of weighing 0.1mg or better?			
Total			
Drying Ovens			
1. Is the thermometer readable in 1.0° C increments?			
2. Is the thermometer bulb submerged in sand?			
3. Is the oven located away from heat sensitive equipment?			
Total			

DOCUMENTATION SECTION (60%)		
Sample Receiving		
Method Manuals		
Personnel		
Final Reports		
Instrument Maintenance		
Temperature		
Balances		
Drying Ovens		
CUMULATIVE TOTAL QA DOCUMENTATION SECTION		

ANALYSIS AND DOCUMENTATION	40%	YES	NO	NA
<i>Inorganic Laboratory</i>				
		YES	NO	NA
<i>Methodology - Each analysis should have the following documentation associated with the analytical data. Check each analysis for the following:</i>				
1. Are SOP's available to the staff for use?				
2. Are the proper amount of standards being used for calibration? 3-5, depending upon the method)				
3. Is a calibration verification done a the beginning of the run for ongoing calibration?				
4. Method Detection Limit study should be available for review.				
5. Does calibration correlation meet or exceed 0.995?				
6. Are samples ran in batches of 20 or less?				
7. Is 1 blank ran at the beginning of each batch?				
8. Is 1 primary source standard ran at the beginning of each batch?				
9. Is a continuing calibration ran every ten samples?				
10. Is 1 secondary source standard ran at the beginning or each batch?				
11. Is 1 matrix spike/spike duplicated ran per batch?				
12. Is 1 duplicate ran per batch?				
13. Have control limits been established for each analyte?				
14. Are calculations shown on the raw data?				

	YES	NO	NA
<i>Raw Data</i>			
1. Analyst errors - one line, correction, initials, and date (data should never be scratched out or erased; absolutely no white out!)			
<i>The following information should be included on the raw data sheets:</i>			
1. Analyst initials			
2. Date of analysis			
3. Method number and analyte name			
4. Calibration date and correlation			
5. Calculations			
6. Instrument ID			
7. Blank analysis			
8. Standard and reagent numbers			
9. Matrix spike results and calculations			
10. Matrix spike results and calculations			
11. Duplicate and RPD's			
12. Sample ID			
13. Dilutions			
14. Observations			
15. Corrective action - where necessary			
16. Qualifiers - where necessary			
17. Initials of second analyst reviewing the data			
18. Reference checks (percentage recoveries) - primary and secondary			
<i>Quality Control</i>			
1. Have control limits been established and documented?			
2. When the limits are exceeded is corrective action taken and the data flagged where appropriate?			
3. Are all standards traceable to the original lot number?			
4. Are certificates of analysis kept on file for standards?			
5. All QC data is easily obtained and available for review?			

	YES	NO	NA
<i>Chemicals</i>			
1. Are the chemicals and reagents stored properly? (Some require special cabinets, some require refrigeration, etc.)			
2. Are all chemicals marked with date received, opened and expiration?			
3. Is the DI water checked daily for proper conductivity?			
4. Is dessicant in dessicators checked for discoloration?			
<i>Labware</i>			
1. Is glassware made of borosilicate glass?			
2. Are metal utensils made of stainless steel or platinum?			
3. Are class "A" pipets being used for dilutions and measurements?			
4. Are class "A" volumetric flasks being used for dilutions and measurements?			
5. Are automatic pipets calibrated annually and recorded?			
6. Is glassware cleaned per EPA protocol?			
7. Is glassware seperated by department?			
8. Is glassware segregated within each department for specific methods?			
TOTAL (Inorganic Lab Section)			

	YES	NO	NA
Organic Laboratory			
<i>Methods to be reviewed (must be one of the listed approved methods):</i>			
Methodology			
1. Are SOP's available for the staff to use?			
2. Are the proper amount of standards being used for calibration? (3 standards required)			
3. Are RSD's reviewed for initial calibration?			
4. Is a calibration verification done at the beginning of the run for ongoing calibration?			
5. Is Method Detection Limit study available for review?			
6. Does calibration correlation meet or exceed 0.995?			
7. Are samples ran in batches of 20 or less?			
8. Is 1 blank ran at the beginning of each batch?			
9. Is 1 primary source standard ran at the beginning of each batch?			
10. Is a continuing calibration ran every ten samples?			
11. Is 1 secondary source standard ran at the beginning or each batch?			
12. Is 1 matrix spike/spike duplicated ran per batch?			
13. Is 1 duplicate ran per batch?			
14. Have control limits been established for each analyte?			
15. Are calculations shown on the raw data?			

	YES	NO	NA
<i>Raw Data</i>			
1. Analyst errors - one line, correction, initials, and date (data should never be scratched out or erased; absolutely no white out!)			
<i>The following information should be included on the instrument run logs:</i>			
1. Analyst initials			
2. Date of analysis			
3. Method number and analyte name			
4. Calibration date and correlation			
5. Calculations			
6. Instrument ID			
7. Blank analysis			
8. Standard and reagent numbers			
9. Matrix spike results and calculations			
10. Duplicate and RPD's			
11. Sample ID			
12. Dilutions			
13. Observations			
14. Corrective action - where necessary			
15. Qualifiers - where necessary			
16. Initials of second analyst reviewing the data			
17. Parent recovery calculations			
<i>Quality Control</i>			
1. Have control limits been established and documented?			
2. When the limits are exceeded is corrective action taken and the data flagged where appropriate?			
3. Are all standards traceable to the original lot number?			
4. Are certificates of analysis kept on file for standards?			
5. All QC data is easily obtained and available for review?			
6. Are calibrations available for GC's?			
7. Are calibrations and tunes available for GC/MS's?			

	YES	NO	NA
<i>Extractions</i>			
1. Is the sample meniscus marked on the sample bottle for measurement?			
2. Is the sample bottle rinsed with 60 ml of methylene chloride?			
3. Are the samples extracted with 3 separate portions of methylene chloride?			
4. Is a 500 ml Kuderna Danish with a 10 ml concentrator used?			
5. Is an automatic concentrator used?			
6. Is the extract cocentrated to 1 ml before exchanging into hexane for pesticides?			
7. Is the extract stored appropriately before injection into GC (dark and 4° C)?			
8. Is the original sample volume determined by refilling the bottle to the previously marked meniscus?			
<i>Chemicals</i>			
1. Are the chemicals and reagents stored properly? (Some require special cabinets, some require refrigeration, etc.)			
2. Are all chemicals marked with date received, opened and expiration?			
3. Is the DI water checked daily for proper conductivity?			
4. Is dessicant in dessicators checked for discoloration?			
<i>Labware</i>			
1. Is glassware made of borosilicate glass?			
2. Are metal utensils made of stainless stell or platinum?			
3. Are class "A" pipets being used for dilutions and measurements?			
4. Are class "A" volumetric flasks being used for dilutions and measurements?			
5. Is glassware cleaned per EPA protocol?			
6. Is glassware seperated by department?			
TOTAL (Organic Lab Section)			

	YES	NO	NA
Bioassay Laboratory			
<i>Methods to be reviewed (must be one of the listed approved methods):</i>			
Methodology			
1. Are SOP's available for the staff to use?			
2. Have control limits been established for the referenced toxicant?			
3. Are calculations shown on the raw data?			
<i>Raw Data</i>			
1. Analyst errors - one line, correction, initials, and date (data should never be scratched out or erased; absolutely no white out!)			
<i>The following information should be included on the instrument run logs:</i>			
1. Analyst initials			
2. Date of analysis			
3. Calculations			
4. Blank analysis			
5. Duplicate and RPD's			
6. Sample ID			
7. Dilutions			
8. Observations			
9. Corrective action - where necessary			
10. Qualifiers - where necessary			
11. Initials of second analyst reviewing the data			
12. Parent recovery calculations			

	YES	NO	NA
<i>Quality Control</i>			
1. Have control limits been established and documented?			
2. When the limits are exceeded is corrective action taken and the data flagged where appropriate?			
3. Are certificates of analysis kept on file for standards?			
4. All QC data is easily obtained and available for review?			
5. Is documentation provided that the light intensity inside of the incubators is within 50-100 footcandles?			
6. Are incubator temperatures recorded 2X per day?			
<i>Chemicals</i>			
1. Are the chemicals and reagents stored properly? (Some require special cabinets, some require refrigeration, etc.)			
2. Are all chemicals marked with date received, opened and expiration?			
3. Is the DI water checked daily for proper conductivity?			
4. Is dessicant in dessicators checked for discoloration?			
<i>Species</i>			
1. Is there documentation showing that the Ceriodaphnia Dubia has been taxinomically identified by a qualified biologist?			
2. Is there documentation showing that the Pimephales Promelas has been taxinomically identified by a qualified biologist?			
3. Is there documentation showing that the cell density of food cultures and algal concentrates has been verified?			
<i>Labware</i>			
1. Is glassware made of borosilicate glass?			
2. Are class "A" pipets being used for dilutions and measurements?			
3. Are class "A" volumetric flasks being used for dilutions and measurements?			
4. Is glassware cleaned per EPA protocol?			
TOTAL (Organic Lab Section)			

ANALYSIS AND DOCUMENTATION SECTION (40%)		
Inorganic Laboratory		
Organic Laboratory		
Bioassay Laboratory		
CUMULATIVE TOTAL ANALYSIS AND DOCUMENTATION SECTION		

GRAND TOTAL

General QA Documentation (A)	(A/56)	X 0.60	=
Analysis and Documentation (B)	(B/143)	X 0.40	=
TOTAL SCORE			

City of Johnson City - Water and Sewer Services Department
Estimated Schedule of Analytical Requirements

I. Water Treatment (Watauga Water Treatment Plant and Unicoi Water Treatment Plant)

Parameter	Samples/Year	Special Notes	EPA Method	Detection Limit	Cost/Sample	Total Cost
Asbestos	1+	triennially				
Fluoride	12	monthly				
Chloride	2	annually				
Fluoride	2	annually				
Sulfate	2	annually				
Color	2	annually				
Cyanide	2	annually				
MBAS	2	annually				
Odor	2	annually				
Dissolved Solids	2	annually				
Antimony	2	annually				
Arsenic	2	annually				
Cadmium	2	annually				
Selenium	2	annually				
Thallium	2	annually				
Mercury	2	annually				
Aluminum	2	annually				
Barium	2	annually				
Beryllium	2	annually				
Chromium	2	annually				
Copper	2	annually				
Iron	2	annually				
Manganese	2	annually				
Nickel	2	annually				
Silver	2	annually				
Sodium	2	annually				
Zinc	2	annually				
Metals (Dist. Water)	1	annually				
Nitrate	3	annual - 3rd Q				
Alkalinity (TOC)	8	quarterly				
TOC - Source Water	8	quarterly				
TOC - Treated Water	8	quarterly				
TTHMs/HAA5s	88 complete sets	annually				
VOCs	2 complete sets	annually				
Atrazine	3	triennially				
Lead & Copper	30 sets	triennially				

Water Treatment Total	
------------------------------	--

Costs shall include pickup and delivery of sample kits, samples and equipment!

II. Wastewater Biomonitoring (Brush Creek POTW, Knob Creek POTW and Regional POTW)

Parameter	Samples/Year	Special Notes	EPA Method	Detection Limit	Cost/Sample	Total Cost
Biomonitoring						
3 Brood Ceriodaphnia dubia Survival and Reproduction Test	8	Quarterly: BC-4 and KC-4				
7 Day Fathead Minnow Larval Survival and Growth Test	8	Quarterly: BC-4 and KC-4				
<i>The above two test will be conducted using a minimum of three 24-hour flow-proportional composite samples of final effluent collected on days 1, 3, and 5</i>						
48-hour static acute toxicity test on Ceriodaphnia dubia and Fathead Minnows	8	Semi-annually @ Reg (4 grabs twice per year)				
<i>The above test will be conducted using four separate grab samples of effluent, to be used in four separate tests collected at evenly spaced 6 hour intervals over a 24-hour period.</i>						

Wastewater Biomonitoring Total	
---------------------------------------	--

Costs shall include pickup and delivery of sample kits, samples and equipment!

III. Wastewater Treatment (Brush Creek POTW, Knob Creek POTW and Regional POTW)

Parameter	Samples/Year	Special Notes	EPA Method	Detection Limit	Cost/Sample	Total Cost
<i>Antimony</i>	11	<i>BC-5; KC-4; Reg-2</i>				
<i>Arsenic</i>	14	<i>BC-6; KC-2; Reg-6</i>				
<i>Beryllium</i>	8	<i>BC-3; KC-2; Reg-3</i>				
<i>Cadmium</i>	14	<i>BC-6; KC-2; Reg-6</i>				
<i>Chromium</i>	14	<i>BC-6; KC-2; Reg-6</i>				
<i>Copper</i>	14	<i>BC-6; KC-2; Reg-6</i>				
<i>Cyanide</i>	14	<i>BC-6; KC-2; Reg-6</i>				
<i>Lead</i>	14	<i>BC-6; KC-2; Reg-6</i>				
<i>Mercury</i>	14	<i>BC-6; KC-2; Reg-6</i>	245.7 or 1631E			
<i>Nickel</i>	14	<i>BC-6; KC-2; Reg-6</i>				
<i>Selenium</i>	14	<i>BC-6; KC-2; Reg-6</i>				
<i>Silver</i>	18	<i>BC-7; KC-5; Reg-6</i>				
<i>Thallium</i>	9	<i>BC-6; KC-1; Reg-2</i>				
<i>Zinc</i>	14	<i>BC-6; KC-2; Reg-6</i>				
<i>Phosphorus (Total)</i>	12	<i>BC-4; KC-4; Reg-4</i>				
<i>Trivalent Chromium</i>	6	<i>BC-2; KC-2; Reg-2</i>				
<i>Hexavalent Chromium</i>	6	<i>BC-2; KC-2; Reg-2</i>				
<i>Total Kjeldahl Nitrogen</i>	12	<i>BC-4; KC-4; Reg-4</i>				
<i>Base Neutral Extract.</i>	14	<i>BC-6; KC-2; Reg-6</i>				
<i>Pesticides</i>	14	<i>BC-6; KC-2; Reg-6</i>				
<i>Total Phenols</i>	14	<i>BC-6; KC-2; Reg-6</i>				
<i>SVOCs</i>	14	<i>BC-6; KC-2; Reg-6</i>				
<i>VOCs</i>	14	<i>BC-6; KC-2; Reg-6</i>				
<i>Oil and Grease</i>	14	<i>BC-6; KC-2; Reg-6</i>				
<i>PCBs</i>	14	<i>BC-6; KC-2; Reg-6</i>				
<i>BOD</i>	14	<i>BC-6; KC-2; Reg-6</i>				
<i>Total Sulfide</i>	14	<i>BC-6; KC-2; Reg-6</i>				
<i>Total Organic Carbon</i>	3	<i>BC-1; KC-1; Reg-1</i>				
<i>Hardness CaCO₃ (mg/l)</i>	3	<i>BC-1; KC-1; Reg-1</i>				
<i>Nitrate (N)</i>	12	<i>BC-4; KC-4; Reg-4</i>				
<i>Nitrite</i>	12	<i>BC-4; KC-4; Reg-4</i>				
<i>Organophosphate (P)</i>	3	<i>BC-1; KC-1; Reg-1</i>				
<i>Total Nitrogen</i>	12	<i>BC-4; KC-4; Reg-4</i>				
<i>Pthalates</i>	8	<i>BC-4; KC-4; Reg-0</i>				
<i>Ammonia Distillation</i>	12	*				

Wastewater Treatment Total

* *Ammonia Distillation samples will be supplied by the City's Wastewater Treatment Laboratory, distilled by the contract laboratory and returned to the City of Johnson City's Wastewater Treatment Laboratory for comparative analysis.*

Costs shall include pickup and delivery of sample kits, samples and equipment!

IV. Pretreatment - 10 Industrial Users

Parameter	Samples/Year	Special Notes	EPA Method	Detection Limit	Cost/Sample	Total Cost
Cadmium	10	annually				
Chromium	10	annually				
Copper	10	annually				
Lead	10	annually				
Silver *	10	annually				
Mercury *	10	annually				
Nickel	10	annually				
Zinc	10	annually				
Benzene	10	annually				
Cyanide	10	annually				
Total Phenols	10	annually				
Base Neutral Extract.	10	annually				
VOCs	10	annually				
Ammonia Nitrogen	10	annually				
Oil & Grease	10	annually				
Setup and Collection	10	once/industry				

* Silver minimum detection limit - <0.00050

* Mercury minimum detection limit - <0.00020

Pretreatment Total	
---------------------------	--

V. Other Water and Wastewater Services

Parameter	Unit Cost
Use of samplers, flowmeters, and other equipment	
Sampling assistance	

Other Water and Wastewater Services Total	
--	--

VI. Solid Waste

Parameter	Samples/Year	Special Notes	EPA Method	Detection Limit	Cost/Sample	Total Cost
VOCs	6	Semi-annually	8260B			

Solid Waste Total	
--------------------------	--

VII. Other Environmental Samples (as needed for on-site investigations/clean-up activities)

Parameter	Samples/Year	Special Notes	EPA Method	Detection Limit	Cost/Sample	Total Cost
PAHs/PNAs	N/A	N/A	8468270C			
PCBs	N/A	N/A	8082			
VOCs	N/A	N/A	8260B			
TCLP	N/A	N/A	6010B			
Total Metals (RCRA)	N/A	N/A	6020A			
Indoor Air Quality	N/A	N/A				

Other Environmental Samples Total	
--	--

Costs shall include pickup and delivery of sample kits, samples and equipment!



**SEALED SOLICITATION
GENERAL TERMS AND CONDITIONS
(Read Carefully)**

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/rfp's/rfq', to waive informalities and to accept the bid/rfp judged to be in the best interest of the City.

2. ADDENDA

Addendum's 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 any or all addenda's issued for a solicitation. No addenda 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. 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. Select "awarded/opened solicitations".

6. 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.

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. 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.

10. 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.

11. DELIVERY

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

12. 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.

13. 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.

14. EVALUATION

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

15. EXAMINATION OF BIDS/RFP'S/RFQ'S

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

16. 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.

17. 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.

18. 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.

19. 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.

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-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.

23. 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.

24. 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

25. 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.

26. 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.

27. 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.

28. 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 or Cash) 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.

29. 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. ,

30. SAFETY STANDARDS

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

31. 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.

32. SEALED SOLICITATION OPENINGS

Bids/RFP's/RFQ'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 solicitation opening under circumstances warranting such action, including but not limited to instances when the City receives fewer than two responses.

33. 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.

34. SUBMITTAL OF SEALED BIDS/RFP'S/RFQ'S

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 posted at: <https://purchasing.johnsoncitytn.org/bsa/>. **Paper bids shall be sealed in an envelope and may be required to include one (1) electronic (CD or flashdrive) copy of the entire submittal. The electronic version shall be an exact duplicate of the original, and the electronic version will become the official document.** 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.

35. 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.

36. 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.

37. 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 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.

21. 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.

January 6, 2016



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, P. O. Box 2150, Johnson City, TN 37605 or via e-mail or fax: purchasing@johnsoncitytn.org; 423-975-2712.

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

Solicitation No.: # _____
Solicitation 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: _____