



**Johnson City** *MTPO*  
Metropolitan Transportation Planning Organization



**Updated Long Range Transportation Plan, Coordinated Public Transit-  
Human Services Transportation Plan and Travel Demand Model for  
the Johnson City MTPO**

**RFP # 6035**

Proposal due date/time:  
Thursday, May 26, 2016  
2:30 p.m.

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

RFP Contact: Debra Dillon  
(423) 975-2717

Technical Contact: Glenn Berry  
(423) 434-6272

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## 1. INTRODUCTION

The City of Johnson City, representing the Johnson City Metropolitan Transportation Planning Organization, hereinafter referred to as the MTPO, intends to secure a contract for the preparation and development of an updated Long Range Transportation Plan, Coordinated Public Transit-Human Services Transportation Plan, and Travel Demand Model for the Johnson City MTPO Metropolitan Planning Area (MPA).

Through this Request for Proposals (RFP), the MTPO seeks to employ the best services at the most favorable, competitive prices and to give all qualified businesses, including disadvantaged business enterprises, businesses that are owned by minorities, women, persons with a disability, and other small business enterprises, an opportunity to do business with the MTPO as contractors and sub-contractors.

The MTPO, in coordination with the Tennessee Department of Transportation (TDOT), Federal Highway Administration (FHWA), and Federal Transit Administration (FTA), is responsible for transportation planning for the Johnson City Urbanized Area under the directives and policies of the U.S. Department of Transportation.

## 2. RFP SEQUENCE OF EVENTS

The Schedule of Events, Figure 1 on the next page, represents the MTPO's best estimate of the schedule that will be followed. Unless otherwise specified, the time of day for the following events will be between 8:00 a.m. and 5:00 p.m., EDT.

This schedule is intended as a guideline for the required tasks for proposal selection and contract award. Management requirements and other factors may cause certain events to vary somewhat from the original dates; however, in **no event shall the deadline** for the proposal submittal be changed unless notification via addendum.

Figure 1

<b>RFP Schedule of Events</b>		
<i>Notice: The MTPO reserves the right, at its sole discretion, to adjust this schedule as it deems necessary. The MTPO will communicate any adjustments to the Schedule of Events following amendment notification procedures.</i>		
<b>EVENT</b>	<b>TIME</b>	<b>DATE</b>
Purchasing Issues RFP		May 5, 2016
Deadline for Proposers to submit "Questions for Clarification."		May 12, 2016
All "Questions for Clarification" answered and Addendum issued (unless no questions submitted)		May 19, 2016
Proposal Submittal Deadline	<b>2:30 p.m. EDT</b>	<b>May 26, 2016</b>
Note: the evaluation team may request onsite interviews by prospective proposers if further clarification is needed.		Between June 13 & June 17, if needed
Proposal Team completes Technical Proposal Evaluations and submits to RFP Coordinator, who calculates technical and cost proposal scores		End of June 2016
Final Negotiations and Recommendation for Approval of Contract Award is made to Johnson City Commission		July 2016 (per Johnson City Commission schedule)

### 3. PROCEDURE FOR SUBMITTAL

To be considered, Proposers must submit a complete response to this RFP using the following format. Proposals must be signed by an official authorized to bind the Proposer to its provisions in order for the proposal to be considered valid. **Unsigned offers will not be considered.** 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 one hundred and twenty (120) days.

#### 3.1 Format for Submittal

Technical Proposal Package shall be presented as follows in a separately sealed envelope and the package contents should be printed on 8" x 11" letter sized paper:

1. Proposal Form, Attachment A, must be signed;
2. Cover letter of understanding of city's requirements and description of services proposed;
3. Company qualifications and past experience;
4. List of Employees to be involved in the project and their qualifications;
5. Technical Approach to Scope of Work described in RFP;
6. Any Notes or deviations;
7. Three References within the past three years;
8. Insurance Checklist, Attachment C, must be completed and signed;
9. General Contract Form, Attachment D, must be signed.

Please ensure that the Technical Proposal does not contain cost data.

Cost Proposal Package (sealed in separate envelope) will include the Cost Proposal Form, Attachment B, which must be signed.

Each Proposer must submit five (5) copies and one (1) original of the Technical Proposal that shall be enclosed in a sealed envelope plainly identified in the upper left hand corner with the company's complete name and address and include in the lower left hand corner the following statement:

"Technical Proposal in Response to RFP # 6035 MTPO LRTP Update – Do Not Open."

Each Proposer must submit one (1) original of the Cost Proposal that shall be enclosed in a separate, sealed envelope plainly identified in the upper left hand corner with the company's complete name and address and include in the lower left hand corner the following statement:

"Cost Proposal in Response to RFP # 6035 MTPO LRTP Update – Do Not Open."

If the Proposer encloses the separately sealed proposals (as detailed above) in a larger package for mailing, the Proposer must clearly mark in the outermost package:

"Contains Separately Sealed Technical and Cost Proposals for RFP # 6035 MTPO LRTP Update."

Proposals shall be received at either of the following addresses on or before 2:30 p.m., Thursday, May 26, 2016:

*Mailing Address:*

Ms. Debra Dillon  
Director of Purchasing  
City of Johnson City  
P.O. Box 2150  
Johnson City, TN 37605-2150

*Physical Address:*

Ms. Debra Dillon  
Director of Purchasing  
City of Johnson City  
209 Water Street  
Johnson City, TN 37601

Telephone, electronic or facsimile offers will not be accepted. A list of respondents will be available after the deadline.

### **3.2 Withdrawal of Proposals**

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

### **3.3 Questions Regarding the RFP**

Interested Parties must direct all communications regarding this RFP to the following RFP Coordinator, who is the official point of contact for this RFP:

Ms. Debra Dillon  
Director of Purchasing  
City of Johnson City  
209 Water Street (37601)  
P. O. Box 2150 (37605)  
Johnson City, TN  
(423) 975-2717  
[ddillon@johnsoncitytn.org](mailto:ddillon@johnsoncitytn.org)

For “Request for Clarifications” questions regarding the scope of work, please submit written questions via e-mail to [glennberry@jcmppo.org](mailto:glennberry@jcmppo.org) with the subject heading of “Request for Clarifications – RFP# 6035 MTPO LRTP Update.” All questions should be submitted no later than Thursday, May 12, 2016, which is one week from the RFP issue date.

### **3.4 Economy of Preparation**

Proposals should be prepared simply and economically, provide 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.

### **3.5 Incurred Costs**

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

## **4. GENERAL REQUIREMENTS AND CONTRACTING INFORMATION**

### **4.1 RFP Addenda**

Any changes to the specification herein will be brought forward in the form of a written Addendum from the Purchasing Department and will be provided to all interested parties. No oral interpretation or communication will affect or change in any way the information contained herein.

### **4.2 Acceptance of Proposal Content**

Proposals are to be valid for a minimum period of one hundred and twenty (120) days from date of receipt by the City.

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.

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 the manner necessary to arrive at a contract agreement that is in the best interest of the City.

### **4.3 Contractor Qualifications**

The consulting firm should have at least five (5) successful years expertise in the development of metropolitan transportation plans with communities of the same size. The contractor will have expertise in the areas of land-use planning, transportation planning, and transportation engineering.

### **4.4 Employee Qualifications**

Qualifications of all personnel involved with the project shall be included with the proposal package.

### **4.5 References**

Bidders shall include a minimum of three (3) references of similar services performed within the last three (3) years. Each reference shall have the company or government entity name, address, contact person and telephone number along with the type of service performed. References will be used to determine past performance if contractor's history is not known.

Qualification to perform this type of work will be a consideration in the contract award.

### **4.6 Cancellation**

Either party may cancel the service contract if written notice of intent is given thirty (30) days prior to the cancellation date.

### **4.7 Insurance**

The Insurance Checklist (including a section for both the Insurance Agent and Contractor to fill out) is found as RFP Attachment B and the General Contract Form found as RFP Attachment C must be completed and returned with the proposal package. Successful proposer shall provide a Certificate of Insurance relative to the Insurance Checklist prior to contract award.

The successful contractor must carry insurance as specified during the length of this contract and must submit a Certificate within five (5) business days from the date of request.

### **4.8 Requirements for Bids, Request for Proposals and Contracts**

This proposal includes the City's Requirements for Bids, Requests for Proposals and Contracts between the City of Johnson City and other parties attached hereto and set forth herein as if verbatim.

### **4.9 Terms**

The contract will be in the form of a Purchase Order issued by the Purchasing Department for the City of Johnson City. Payment terms are net 30 days after receipt of approved invoice. Invoice will include a list of the name, office address staff working on the project working, and an authorization signature from the project manager or other company official certifying the work was completed.

### **4.10 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; Section 504 of the Rehabilitation Act of 1973; American Disabilities Act (ADA) of 1990; related statues and regulations to that end that no person shall be excluded from participation in or be denied benefits of, or subject to discrimination under any program or activity receiving Federal financial assistance or any other funding source on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by federal or state constitutional or statutory law. By virtue of submitting a response to this solicitation, proposer agrees to comply with the same non-discrimination policy. Accordingly, all vendors entering into contracts with the MTPO shall, upon request, be required to

show proof of such nondiscrimination and to post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

#### **4.11 Indemnification**

The proposer shall guarantee and certify by affixing his signature to the proposal that if successful, he/she shall indemnify and defend the City against any and all claims or legal actions arising as a result of his or her performance of the contract, whether or not such claims relate to damages (including amounts incurred by the City for its legal fees and court costs) or alleged damages arising out of proposers breach of contract or sustained by physical injury to contractor's personnel, subcontractors, city employees or other person, or against any lawsuits arising from alleged or actual patent infringements, and shall hold the City, its various departments, employees, the MTPO and any and all persons or entities acting on its behalf from the same.

#### **4.12 Arbitration and Mediation**

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.

#### **4.13 Non-Collusions/Conflict of Interest**

The Proposer certifies by signing this Proposal, the agent representing all officers, partners, owners, representatives, employees or interested parties of the bidding firm certifies to the best of the knowledge and belief this proposal to the City of Johnson City, Tennessee have not been prepared in collusion with any other agent of similar series. The agent also certifies that the prices, terms and conditions of said proposal have been arrived at independently and have not been communicated by the undersigned, nor by any of the aforementioned firm associated to any other seller, proprietor, or agent of similar services and will not be communicate prior to the official proposal receipt date and time. The agent further states that no official or employee of the City of Johnson City has promised any persona, financial or other beneficial interest, either directly or indirectly, in order to influence award of an Agreement.

#### **4.14 Default**

In case of Contractor default, the City may, by written notice, cancel the contract and purchase from another source and may recover the excess costs by either invoice, deduction from outstanding balance due, collection against bid and/or performance bond, or a combination of the aforementioned remedies of other remedies provided by law. All costs associated with default will be borne by the Contractor.

#### **4.15 Proprietary/Confidential Information**

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

#### **4.16 Rights and Options of the 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, at its sole discretion;
- Supplement, amend, or otherwise modify this RFP;
- Cancel this RFP with or without the submission of another RFP;
- Issue additional solicitations for information and proposals, and conduct investigations with respect to the qualifications of each respondent.

## 5. EVALUATION PROCESS

Once the proposals have been received by the Johnson City Purchasing Department, reviewed for inclusion of required forms, and deemed “ready for evaluation,” they will be forwarded to the MTPO RFP Coordinator to start the evaluation process. The RFP Coordinator will review the cost proposals independently from the Evaluation Team. A numerical score will be given to each proposal. The maximum possible score for any proposal will be 100 points, of which a maximum of 80 points will be available for the Technical Proposal and a maximum of 20 points will be available for the Cost Proposal.

### 5.1 Technical Proposal Evaluation

Evaluation Criteria – Technical Merit and Qualification – 80 Points

The Technical Proposals will be evaluated by a “Proposal Evaluation Team” consisting of representatives from the Johnson City MTPO and the City of Johnson City. In the event an evaluation team member is not able to serve due to conflict or availability, an alternate from one of the member agencies will be used.

Team members will evaluate the proposals individually on the criteria described below in Figure 2 and the maximum number of points available for that criteria.

*Figure 2*

<b>Evaluation Criteria</b>	<b>Maximum Points</b>
Grasp of project requirements	15
Previous experience in the development of long range transportation plans for communities of comparable size and culture of the Johnson City Urbanized Area	15
Key personnel and qualifications	20
Technical approach in addressing the “Scope of Work”	30

### 5.2 Cost Proposal Evaluation

Evaluation Criteria – Cost Proposal – 20 Points

The Contractor will develop a lump sum cost for completing the project. The Cost Proposal should be separate from the Technical Proposal – no costs estimates are to be included in the Technical Proposal narrative.

This is a Request for Proposals and not a bid. In this process the client is not bound to take the lowest cost; however, the cost will make up 20 percent of the overall evaluation score. To calculate the score for the cost proposal, the cost of the proposals will be compared to each proposal submitted. The RFP Coordinator shall use the proposer’s project cost and divide it into the lowest cost of all Cost Proposals. The number will then be multiplied by 20 and rounded to the nearest two decimal places to determine the final Cost Proposal score. This method is a successful and proven method utilized by the State of

Tennessee in evaluating costs, therefore the RFP Coordinator will use this accepted method for calculating the “Cost Proposal Score.”

## 6. CONTRACT AWARD PROCESS

Once the final scores are tabulated (technical scores and cost proposals), the RFP Coordinator will forward the results of the proposal evaluation process back to the Proposal Team, who will consider the results and all pertinent information available to make a recommendation about the contract award. The recommendation is then submitted to the Purchasing Department.

The City Commission of the City of Johnson City, acting on behalf of the Johnson City MTPO, will grant final approval for the contract award based on the recommendation of the Proposal Team. The City of Johnson City reserves the right to make an award without further discussion of any proposal.

After the City Commission’s approval, the RFP Coordinator will issue an Evaluation Notice to identify the selected Proposer. Please note that the Evaluation Notice shall not create rights, interests, or claims of entitlement in either the Proposer with apparent best-evaluated proposal or any other Proposer. The RFP Coordinator will also make the RFP files available for public inspection after the contract has been awarded.

The selected Proposer must agree to a contract in the form of a Purchase Order issued by the Purchasing Department with the City of Johnson City, which shall include this RFP.

However, the City reserves the right, at its discretion, to add terms and conditions or to revise contract requirements in the City’s best interests subsequent to this RFP process, subject to review by TDOT. No such terms and conditions or revision of contract requirements shall materially affect the basis of proposal evaluations or negatively impact the competitive nature of the RFP process. The Purchasing Department may determine that the Proposer is non-responsive to the terms of this RFP and reject the proposal.

If the City determines that the selected Proposer is non-responsive, the RFP Coordinator will re-calculate scores for each responsive Cost Proposal to determine the new, apparent best-evaluated proposal.

## 7. SCOPE OF WORK FOR TECHNICAL PROPOSAL

The MTPO is requesting Proposals from Consulting Firms for updating the Long Range Transportation Plan (LRTP), the Coordinated Public Transit-Human Services Transportation Plan (CPTHSTP), and Travel Demand Model. The updated LRTP should be completed in Final Draft Form by **August of 2017**. It will be up to the Contractor to develop a work schedule to meet this target date. To assist with developing a work schedule a “**General LRTP Update / Approval Process**” of required timeframes is provided on page 18.

## 7.1 Project Understanding and Study Area

The MTPO intends to update the present Long Range Transportation Plan to a Base Year of 2015 and the Horizon Year of 2045. The current 2040 LRTP is compliant with the Moving Ahead for the 21<sup>st</sup> Century Act (MAP-21), the previous transportation act. The Contractor will be expected to update the LRTP following existing FAST Act guidelines recently enacted by the U.S. Congress. It is recommended prospective proposers review the current approved Johnson City MTPO 2040 LRTP. A compliant Public Participation Plan (PPP) has been adopted, which the Contractor must also follow in updating the Plan. Both The PPP and the current LRTP are posted on the MTPO website: [www.jcmpo.org](http://www.jcmpo.org).

The Johnson City MTPO was established in 1982. The Johnson City MTPO Study Area is located within the Johnson City Metropolitan Statistical Area (MSA) in Northeast Tennessee. The MTPO MPA includes the Johnson City Urbanized Area, as defined by the U.S. Census Bureau. To plan for future growth and transportation needs, the MTPO has established an MPA that extends beyond the Urbanized Area. The MTPO includes the following member jurisdictions:

- Bluff City
- Elizabethton
- Jonesborough
- Johnson City
- Town of Unicoi
- Carter County
- Washington County

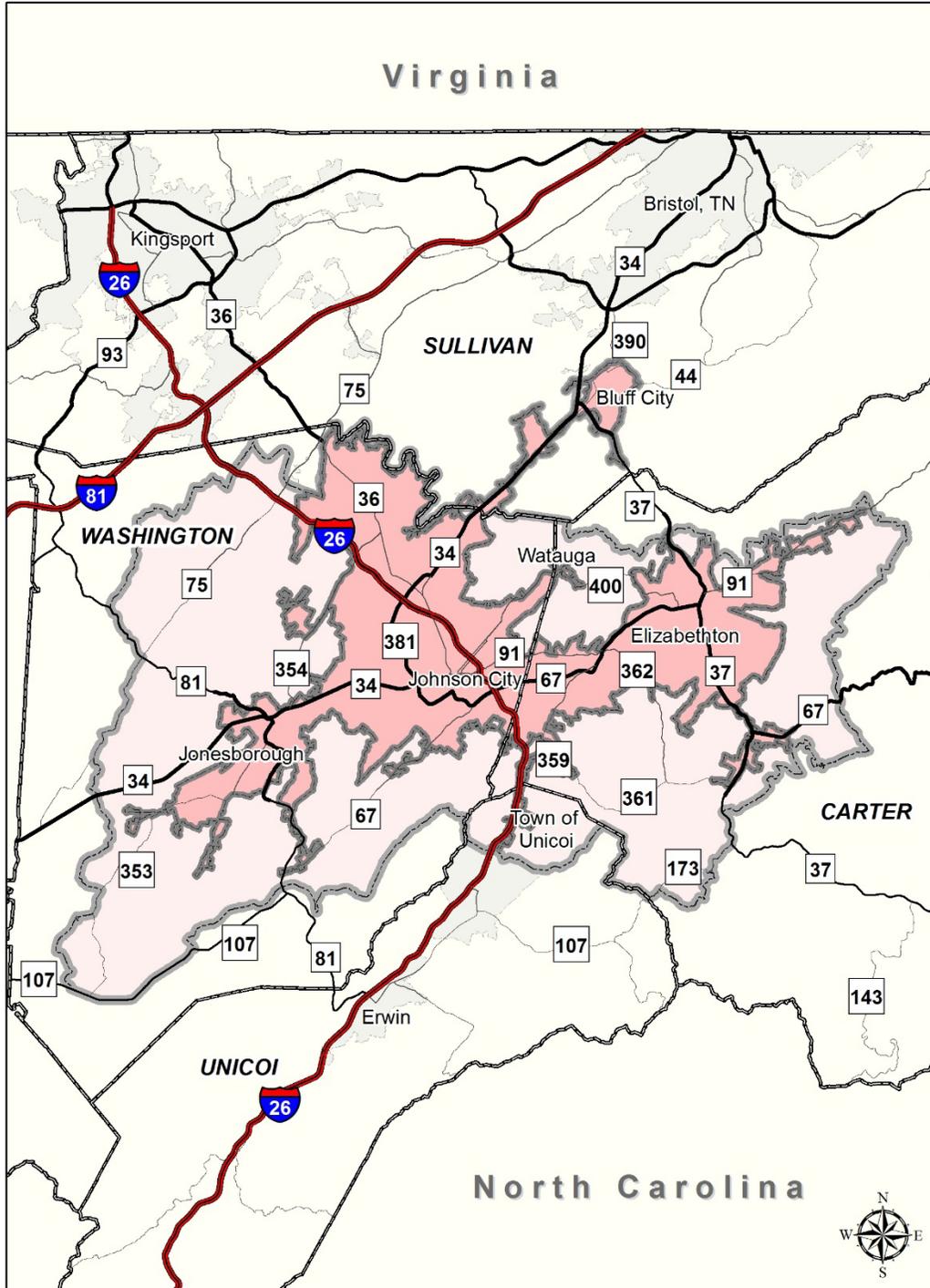
Currently all jurisdictions in the MTPO are designated as “Attainment” by the EPA. Figure 3 on the next page shows the MTPO MPA.

To assist in development of this plan, the MTPO has access to the following resources:

- Johnson City MTPO 2040 Long Range Transportation Plan;
- Johnson City 2017-2020 Transportation Improvement Program;
- TDOT approved Travel Demand Model for 2012;
- Jonesborough Economic Development and Transportation Study – 2008;
- Elizabethton Land Use and Transportation Study – 2011;
- Coordinated Public Transit-Human Services Transportation Plan – 2012;
- Washington County Thoroughfare Plan – 2015;
- Johnson City Regional Intelligent Transportation System Architecture Plan – 2015;
- Johnson City Major Street and Road Plan– 2016;
- Infogroup ReferenceUSAGov database access, of which the MTPO staff have a subscription;
- Stakeholder database; and
- Other data and information may be available depending on the data sets and required needs of the project.

Figure 3

# Johnson City MTPO MPA Boundary



**Legend**  
[Pink Shaded Area] Johnson City 2010 Urbanized Area - Smoothed  
[Red Line] Johnson City MTPO MPA Boundary - October 2014

0 1.5 3 6 9 12 Miles  
SCALE 1:400,000

## 7.2 Deliverables

The following is a list of deliverables, at a **minimum**, that are expected to be provided by the Contractor upon completion of the project:

- The MTPO anticipates seven (7) meetings to gather data and information for the plans with member jurisdictions, stakeholders, and the public;
- Monthly Updates to MTPO Staff;
- Progress reports submitted with invoices;
- Validated Travel Demand Model, as approved by TDOT;
- Final Coordinated Public Transit-Human Services Transportation Plan;
- Final 2045 Long Range Transportation Plan, as approved by the Executive Board, TDOT, and FHWA/FTA;
- Each document shall use APA style format with 1-inch margins and Arial 11 font, with single space for lines and double space for paragraphs;
- 20 Hard Copies of each document, bound and printed on 8" x 11" letter size paper;
- 1 Final "softcopy" of each document in Microsoft Word 2013 or higher format;
- 1 Final "softcopy" of each document in Adobe Acrobat format 11.x or higher format;
- Final PowerPoint Presentation;
- Formal Presentation to the public;
- Formal Presentation to the Johnson City MTPO Executive Board; and
- 2 day hands on training session on the final Travel Demand Model.

Any and all deliverables of this project become the property of the Johnson City MTPO.

## 7.3 Summary of Tasks

### ***Task 1 – Kick-Off Meeting:***

This meeting will serve as the initial meeting for the MTPO and TDOT staff members that will work closely with the Contractor throughout the project. The kick-off meeting will be used to establish a calendar for future meetings, as well as a communications plan between the Contractor and the MTPO. Representatives of the Contractor will participate in this meeting. The kick-off meeting will be used to convey to the MTPO the basic information that will be included in the model, the LRTP and the CPTHSTP. The meeting will be documented with meeting minutes that will identify issues for discussion and updating throughout the project. It will be the responsibility of the Contractor to document all meetings, log attendees, and record minutes.

### ***Task 2 - Identify (reaffirm) Long Range Plan Goals and Objectives and Establish Performance-Based Planning:***

In coordination with MTPO staff and the Executive Board, the Contractor will review existing Goals and Objectives and make recommendations for changes or improvements, such as identifying "achievable and measurable" targets. The Contractor will demonstrate how the long range plan goals and objectives take into consideration the FAST Act planning factors and MAP-21 performance-based planning.

MAP-21 placed increased emphasis on performance management within the Federal-aid highway program and transit programs, and requires use of performance-based approaches in metropolitan transportation planning. This will be a critical consideration in this LRTP update. However, the regulations to guide performance-based planning have not been finalized at this time by FHWA and FTA. It is anticipated that these regulations will become final during the course of the update to the LRTP. At that time, the LRTP will be required to include the performance measures as defined by FHWA/FTA and TDOT.

### ***Task 3 – Update of the Coordinated Public Transit-Human Services Transportation Plan:***

The Coordinated Public Transit-Human Services Transportation Plan (Coordinated Plan) is updated on the same schedule as the LRTP. This plan will be updated in coordination with the update of the LRTP. This plan is required for certain transit projects in the MPA to remain eligible for FTA funding. In coordination with Johnson City Transit, the plan update will require a review / update of human services transportation agencies, a coordination plan meeting with these agencies, along with an update of the status and recommendations for the current plan. The current plan was adopted in July 2012 and is found on the website at [www.jcmpo.org/servicesplan.html](http://www.jcmpo.org/servicesplan.html).

### ***Task 4- Data Collection:***

It will be the responsibility of the Contractor to obtain updated data sets needed to complete the tasks assigned. MTPO staff will assist the Contractor in the collection of data sets, as feasible.

### ***Task 5 – Update of the Travel Demand Model:***

The Contractor, or sub-contractor, will update the TransCAD Travel Demand Forecast Model (TDM) as part of this RFP. This contract will update the model to a base year of 2015, and the final year forecast year as of 2045. Interim year runs will be based on project implementation dates and coordinated with the MTPO, TDOT, and Local Jurisdictions staff. To assist the Contractor, it is recommended to review the current JC MTPO 2040 LRTP project list and current 2017-2020 Transportation Improvement Program for general project implementation dates. The model will be reviewed by TDOT to meet the guidelines set forth by TDOT. Documentation of this work will be referred to as the Validation Report.

A copy of TDOT's Minimum TDM Calibration and Validation Guidelines, as well as their Approval Policy can be obtained by contacting Chin Cheng-Chin with TDOT via e-mail at [Chin-Cheng.Chen@tn.gov](mailto:Chin-Cheng.Chen@tn.gov). Additional guideline information can be found at the following website, <http://tnmug.utk.edu/docs.html>. The Contractor must adhere to the State of Tennessee modeling guidelines.

A corresponding written analysis of the results from the Travel Demand Forecast Model is also required and be included in the Highway section of the Long Range Transportation Plan. It is also requested the Contractor provide a 2 day hands on training workshop for two (2) MTPO staff persons on running the final Travel Demand Model.

It is ***strongly recommended*** in the proposal the Contractor outline their recommended process for future population and employment growth projections and how those projections will be distributed to the Traffic Analysis Zones or groups of Traffic Analysis Zones in the Johnson City MTPO MPA.

***Task 6 – MAP-21 and FAST Act Planning Requirements and Compliance:***

This task will fulfill the current FAST Act requirements, along with requirements first implemented by MAP-21. In addition to the Highway Section, the Contractor will be required to update all sections and chapters of the current Johnson City MTPO 2040 Long Range Transportation Plan that includes appropriate regional analysis of the transportation system. As previously stated, it should be noted the Transit Element will require the update of the Coordinated Public Transit-Human Services Transportation Plan.

The Safety and Security of the transportation system for motorized and non-motorized users must be addressed. In addition, the review of current processes to coordinate transportation and land use/economic development patterns will be documented.

Should new regulations be issued by FHWA and/or FTA while the LRTP is being updated, the new guidelines will be integrated as required.

***Task 7 - Develop a Financial Model for the Financial Capacity Analysis and Forecast Revenue:***

The Contractor will update the revenue data supporting the financial analysis, including but not limited to federal, state, and local funding for transportation capital and operating expenses. This data will be used as input into a spreadsheet financial model that will be developed for use in the fiscal constraint analysis. This spreadsheet model will be able to test alternative funding scenarios and do sensitivity analyses on the input assumptions. The model will be used to identify funding shortfalls by year and will be directly tied into the project database.

The project database developed in the TransCAD TDM will be adapted for use in this task. Any changes in the project database as well as any changes in the federal, state or local funding levels will be reflected in the financial model.

***Task 8 - Develop a Methodology to Update Project Costs and to Develop Costs for New Projects by Year of Expenditure:***

The Contractor will review historic trends of project cost by type and nature of project. The staff will review the latest project cost estimates prepared by the Contractor to be used to compare the estimates for similar projects to determine a normal range of cost for use in estimating the costs of new projects. Costs will be developed for the year of expenditure (YOE) along with an adjusted inflation rate. This methodology would be used for establishing cost estimates for new projects identified in the plan update process as well as to update previously identified project costs. The cost model will have inflation adjustment factors built into the model. A spreadsheet model will be developed with the project cost information.

***Task 9 - Identify Operation and Maintenance Projects and Processes:***

The FAST Act provides additional emphasis on the need to incorporate ongoing operations and maintenance into the existing transportation system. The Contractor will develop a process to identify necessary transportation system management activities such as ITS deployment, improved signage, additional or improved signalization, etc.

The financial plan will also take into account the operation and maintenance of the transportation system at both the state and local level, including but not limited to activities such as repaving and resurfacing, operation and maintenance of transit vehicles, ice and snow removal etc.

***Task 10 - Conduct a Title VI, Environmental Justice, Analysis:***

Conduct a Title VI analysis of the burdens and benefits of recommended transportation investments. If the results show any disproportionate adverse impacts to minority, low income, traditionally underserved populations and/or low English proficiency stakeholders, mitigation activities will be recommended.

***Task 11 – Public Participation:***

In the proposal the Contractor will address their recommended methodology for public input in the development of the plan as well as comments on the final draft. It is recommended the Contractor review the current Johnson City MTPO Public Participation Plan which can be found at the MTPO’s website at [www.jcmpo.org/ppp.html](http://www.jcmpo.org/ppp.html).

In the past, the most successful way to reach the public has been through electronic means. The following tools should be considered for public participation:

- A dedicated website, or at the very least, a dedicated section on the Johnson City MTPO website, for the LRTP project that will be a consistent and constant source for the latest information on the project. It will allow for the public to view information and provide comments and input through the project duration. The website will state the purpose of the LRTP, how the public can be involved, provide a schedule for the updated Plan, meeting notices, and a clearinghouse for documents;
- An interactive map, such as Wikimaps, to give the public a visual representation of the projects;
- An electronic survey, such as SurveyMonkey, which can be accessed through the dedicated LRTP website; and
- Social media, such as Twitter (@JohnsonCityMTPO) and Facebook.

The MTPO will provide meeting facilities and will publish all meeting notices. The MTPO anticipates a total of seven (7) public meetings for the length of the project. The Contractor will provide the following:

- Preparation of Power Point presentation on the summary of the LRTP and Coordinated Plan;
- Preparation, printing and mounting for display any and all maps or illustrations;
- Preparation and printing of a 1-page (double sided) color handout brochure summarizing the purpose and findings of the LRTP and the Coordinated Plan;
- Providing speaker(s) to conduct the presentation;
- Compiling verbal and/or written comments received during the public meetings.

***Task 12 - Finalize Plan:***

The Contractor will assist the MTPO staff in addressing comments from TDOT and FHWA/FTA to help finalize the LRTP. The draft LRTP document will be submitted first to TDOT for a 30 business day review, then updated per their comments and resubmitted. Then the draft LRTP document will be submitted to

FHWA and FTA for another 30 business day review, then updated per their comments and resubmitted. The public comment period is another 30 calendar day period, after which the Johnson City MTPO Executive Board will adopt the LRTP.

The final LRTP and copies will be produced from the adopted Draft. They will also include public participation documentation, comments and responses, as well as the adopting resolution by the Johnson City MTPO Executive Board.

***Option – Ongoing Support:***

The MTPO requires the option of retaining the Contractor to provide technical support **if needed** to the MTPO for a period of **1 year** after the adoption of the LRTP. Such services, if needed, would be provided as a cost plus fixed fee at hourly rates through issuance of a **work order**. It will be up to the MTPO to decide if these services are needed during this timeframe.

## 7.4 General LRTP Update / Approval Process

Figure 4

Update or Process	Target Date
Travel Demand Forecast Model completed, validated, and submitted to TDOT	June 2017
Rough Draft of Coordinated Plan received from Contractor	Mid-June 2017
MTPO staff returns comments to Contractor	First of July 2017
Final Coordinated Plan received from Contractor	Mid-July 2017
Rough Draft of LRTP received from Contractor for comments from MTPO staff	Mid-July 2017
MTPO staff returns comments to Contractor	First of August 2017
Revised Draft of LRTP received from Contractor	Mid-August 2017
Draft of LRTP submitted to TDOT for <b>30 business day review</b>	Mid-August 2017
Comments are addressed and LRTP is resubmitted	First of October 2017
Draft LRTP is submitted to FHWA and FTA for <b>30 business day review</b>	Mid-October 2017
Comments by FHWA and FTA are addressed and LRTP is resubmitted	Mid-January 2018
Final Draft LRTP to begin public review ( <b>30 calendar day Public Comment Period</b> )	First of February 2018
Public comment period ends; comments and responses compiled for Board meeting	First of March 2018
Johnson City MTPO Executive Board adopts LRTP	<b>Must be adopted before March 13, 2018</b>

## **8. ADDITIONAL TERMS AND CONDITIONS**

The Proposer will also be required to abide by the following terms and conditions. By signing the Proposal Form "Attachment A", the Proposer agrees to and acknowledges their understanding of the Scope of Work and agrees to the following terms and conditions:

### **8.1 Copyrights**

The Tennessee Department of Transportation may copyright any books, publications, or other copyrightable materials developed in the course of this FHWA funded project. The FHWA reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, the work for Government purposes.

### **8.2 Lobbying**

Contractor certifies, to the best of its knowledge and belief, that:

No federally appropriated funds have been paid or will be paid, by or on behalf of the Client, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, and entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with its grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, subcontracts, and contracts under grants, loans, and cooperative agreements) and that all subcontractor of federally appropriated funds shall certify and disclose accordingly.

### **8.3 Nondiscrimination**

Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of Contractor on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. Contractor shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of discrimination.

### **8.4 Maintenance of Records**

Contractor shall maintain documentation for all charges against the Client. The books, records and documents of Contractor, insofar as they relate to work performed or money received under the contract, shall be maintained for a period of three (3) full years from the date of final payment and will be subject to audit at Contractor's offices, at any reasonable time and upon reasonable notice by the Client or its duly appointed representatives. The records shall be maintained in accordance with generally accepted accounting principles.

## 8.5 Suspension and Debarment

Contractor warrants that no part of the total Contract Amount shall be paid directly or indirectly to entities who are debarred or suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549 of February 18, 1986 (3 CFR, 1986 Comp., p. 189).

## 8.6 Clean Air Act & the Federal Water Pollution Control Act

Clean Air - The Contractor **and subcontractors** agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 *et seq.* The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

Clean Water - The Contractor and subcontractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 *et seq.* The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

## 8.7 Conflicts of Interest

Contractor warrants that no part of the total Contract Amount shall be paid directly or indirectly to entities who are debarred or suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549 or February 18, 1986 (3CFR, 1986 Comp., p 189).

## 8.8 Environmental Tobacco Smoke

Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the Tennessee "Children's Act for Clean Indoor Air of 1995," Contractor shall prohibit smoking of tobacco products within any indoor premises in which services are provided to individuals under the age of eighteen (18) years. Contractor shall post "no smoking" signs in appropriate, permanent sites within such premises. This prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines. This prohibition shall apply to and be made part of any subcontract related to this agreement.

## 8.9 Licensure

The Contractor and its employees and all sub-grantees shall be licensed pursuant to all applicable federal, State, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.

## 8.10 Notations and Statements

All reports, maps, and other documents prepared as a part of this agreement, exclusive of documents for internal use only by parties hereto, and financed with FHWA "PL" funds shall carry the following notation on the front cover or title page:

*This report was prepared in cooperation with the U. S. Department of Transportation, Federal Highway Administration, and the Tennessee Department of Transportation.*

All notices, informational pamphlets, press releases, research reports, signs and similar notices prepared and released by the Client and Contractor shall include the statement, "This project is funded (in part) under an agreement with the State of Tennessee, Department of Transportation."

### **8.11 Public Accountability**

If Contractor is subject to *Tennessee Code Annotated*, Title 8, Chapter 4, Part 4 or if this agreement involves the provision of services to citizens by Contractor on behalf of the Tennessee Department of Transportation, Contractor agrees to establish a system through which recipients of services may present grievances about the operation of the service program, and Contractor shall display in a prominent place, located near the passageway through which the public enters in order to receive these supported services, a sign at least twelve inches (12") in height and eighteen inches (18") in width stating:

NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454

### **8.12 Termination for Cause**

If the Contractor fails to properly perform its obligations under this agreement in a timely or proper manner, or if the Contractor violates any terms of this agreement, the Client shall have the right to immediately terminate this agreement by giving written notice and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Contractor shall not be relieved of liability to the Client for damages sustained by virtue of any branch of this agreement by the Contractor.

### **8.13 Termination for Convenience**

This Agreement may be terminated by either party by given written notice to the other, at least ten (10) days before the effective date of termination. Should either party exercise this provision, Contractor shall be entitled to reimbursement for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the Client be liable to Contractor for any service which has not been rendered. The final decision as to the amount, for the Client is liable, shall be determined by the Client. In the event of disagreement, Contractor may file a claim with the Purchasing Director in order to seek redress.

### **8.14 Use & Ownership of Documents**

All documents, including, but not limited to, drawings, specifications, maps and other such instruments of service prepared or obtained under the terms of this Agreement shall be delivered to the Client and become the property of the Client.

All documents which are prepared by the Contractor and form part of its services, shall, upon completion become the property of the Client and shall be delivered to the Client. Any use except for the specific purpose intended by this Agreement will be at the user's sole risk and without liability or legal exposure to Client.

All information owned, possessed or used by Contractor which is communicated to, learned, developed or otherwise acquired by the Contractor in the performance of the services for the Client, which is not generally known to the public, shall be confidential and Contractor shall not, beginning on the date of first association or communication between the Client and Contractor and continuing through the term of this Agreement and any time thereafter, disclose, communicate or divulge, or permit disclosure, communication or divulgence, to another or use for Contractor's own benefit or the benefit of another, any such confidential information unless required by law.

### **8.15 Successors and Assigns**

This Agreement and all of its terms and conditions shall extend to and be binding upon the parties hereto and upon their respective heirs, executors, administrators, successors and assigns. Contractor shall not assign, sublet, or transfer their interests in this Agreement without the written consent of the Client.

### **8.16 Disputes**

It is agreed by both parties that all unsettled claims, counterclaims, disputes, or other matters in question arising out of or related to this Agreement shall first be attempted to be resolved by non-binding mediation. This provision can be waived by the mutual consent of the parties, or by either party if its right would be irrevocably prejudiced by a delay in initiating a lawsuit.

### **8.17 Extent of Agreement**

This Agreement constitutes the entire and integrated agreement between the Client and Contractor and no other written or oral understanding shall constitute part of this Agreement.

**Attachment A**  
**Proposal Agreement Form**

**RFP # 6035**

**Update to the Long Range Transportation Plan, Coordinated Public Transit-Human Services Transportation Plan and Travel Demand Model**

The undersigned hereby declares that no person or party other than the undersigned have any interest whatsoever 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 the Updated Long Range Transportation Plan, Coordinated Public Transit-Human Services Transportation Plan, and Travel Demand Model according to the City's terms and conditions.

BY:

\_\_\_\_\_

Company

\_\_\_\_\_

Name

\_\_\_\_\_

Job Title

\_\_\_\_\_

Signature

\_\_\_\_\_

Date

ADDRESS:

\_\_\_\_\_

\_\_\_\_\_

TELEPHONE:

\_\_\_\_\_

FACSIMILE:

\_\_\_\_\_

EMAIL:

\_\_\_\_\_

**This form must be signed.**

**Attachment B**  
**COST PROPOSAL FORM**  
**RFP # 6035**

Project: Updated Long Range Transportation Plan, Coordinated Public Transit-Human Services Transportation Plan and Travel Demand Model

Proposer Name: \_\_\_\_\_

The proposed cost, detailed below, shall indicate the proposed price for providing the entire scope of work including all services as defined in the Technical Proposal section of this RFP. The proposed cost and the Technical Proposal associated with this cost shall remain valid for at least 120 days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any resulting contract between the Proposer and the City of Johnson City. Please ensure the Cost Proposal form is not included with the Technical Proposal. The evaluation of the Cost Proposal will be based on the total cost of the project.

<i>Cost Item Description</i>	<i>Estimated Hours</i>	<i>Total Task Cost</i>
Task 1		
Task 2		
Task 3		
Task 4		
Task 5		
Task 6		
Task 7		
Task 8		
Task 9		
Task 10		
Task 11		
Task 12		
<i>Total Project Hours and Cost</i>		

*Option for Ongoing Support – Hourly Rate \$* \_\_\_\_\_

**Cost Proposal Score Calculation**

The RFP Coordinator shall use the project cost above and divide it into the lowest project cost of all Cost Proposals. This number will be then multiplied by 20 and rounded to the nearest two decimal places to determine the final Cost Proposal score.

Final Score for Cost Proposal (*Maximum Score: 20 points*)

Score: \_\_\_\_\_

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Date*

**This form must be signed.**

# Attachment C

## INSURANCE CHECKLIST

(JC MTPO Long Range Transportation Plan Update - 2045)

### 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, Auto and Professional Liability. **Per Acord 25 (2009/01), policies must be endorsed to incl. on-going & completed operations; please submit copy of endorsement.** (Cert. Holder: City of Johnson City, Attn: Purchasing, P.O. Box 2150, Johnson City, TN 37605. Email: purchasing@johnsoncitytn.org.)
- 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: \_\_\_\_\_

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.**

## Attachment D

# 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.**

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### 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:

- **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.
- **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.
- **Business Automobile Liability** including coverage for any owned, hired, or non-owned motor vehicles, Uninsured Motorists insurance, and Automobile Contractual Liability.
- **Worker's Compensation** – statutory benefits as required by the State of Tennessee, or other laws as required by labor union agreements, including standard Other States coverage; Employers' Liability coverage.

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

If Commercial General or other liability insurance purchased by the Contractor has been issued on a claims-made basis, the Contractor must comply with the following additional

conditions. The limits of liability and the extensions to be included as described in the Checklist remain the same. The Contractor must either:

- i. Agree to provide certificates of insurance evidencing the above coverage for a period of 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.**

## Attachment E

### 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



## CITY OF JOHNSON CITY, TENNESSEE

**BID/PROPOSAL  
GENERAL TERMS AND CONDITIONS  
(Read Carefully)**

If there is conflict between the general and Special specifications and the TDOT specifications, the TDOT specification controls.

**1. PREPARATION OF BIDS/RFP'S**

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

**2. SIGNATURE ON BIDS**

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

**3. PRICING**

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

**4. BID/RFP OPENINGS**

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

**5. EXAMINATION OF BIDS/RFP'S**

Bids/RFP's and associated documents will be closed for review and inspection during the evaluation period prior to award.

**6. COOPERATIVE PURCHASING:**

Bidders/Proposers are to indicate whether it is permissible for other governments in Tennessee to purchase these items or services at the same price. Freight charges can be adjusted to reflect differences in delivery costs.

**7. BID TABULATIONS/RFP RESPONSES**

Bid tabulations and RFP respondent's lists will be posted and available no later than the next business day on our website:

<http://www.johnsoncitytn.org/purchasing/>.

**8. MULTIPLE ITEM BIDS**

The City will determine the successful bidder(s) on the basis of the total of all items.

**9. BID/RFP EVALUATION**

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

**10. ACCEPTANCE, REJECTION AND POSTPONEMENT**

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

**11. AWARD**

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

**12. AWARD PERIOD**

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

**13. FOB POINT**

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

**14. DISCOUNT AND PAYMENT**

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

**15. TAXES**

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

**16. TERM OF CONTRACT**

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

**17. ORAL INSTRUCTIONS**

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

**18. DELIVERY**

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

**19. SAFETY STANDARDS**

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

## **20. BRAND NAMES**

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

## **21. EQUAL OPPORTUNITY**

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

## **22. SAMPLES**

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

## **23. CONDITION STANDARDS**

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

## **24. INSPECTION**

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

## **25. PARTS AND SERVICE**

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

## **26. WARRANTY**

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

## **27. LICENSES, FEES, PERMITS**

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

## **28. INSURANCE**

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

## **29. INDEMNIFICATION**

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

## **30. DEFAULT**

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

## **31. PENALTIES**

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

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

## **32. NON-COLLUSION AGREEMENT**

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

**Attachment G**



**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](mailto: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: \_\_\_\_\_