REQUEST FOR PROPOSAL

PERSONALIZED DIGITAL LITERACY PROGRAM
Johnson City School System

RFP # 6053

Proposal Due Date/Time
August 10, 2016
1:00 PM EST

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

Web Based Curriculum Program
Johnson City School System

PROPOSAL INSTRUCTIONS

SCOPE

The City of Johnson City School System is requesting proposals from qualified vendors ("Vendor", "Proposer") for a personalized digital literacy program. The Johnson City School System is seeking a fully functioning, state-of-the-art online program as per the attached requirements.

The specifications contained herein describe the minimum requirements of the Johnson City School System and any omission shall not relieve the vendor of furnishing quality software and service in a timely manner. Any variances or exceptions to these specifications must be clearly identified, otherwise full compliance is understood.

PROCEDURE FOR SUBMITTAL

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

One (1) copy and one (1) original (2 total) of the entire proposal package shall be enclosed in a sealed envelope plainly identified in the upper left hand corner with the company's complete name and address and in the lower left hand corner with "**RFP # 6053 - PERSONALIZED DIGITAL LITERACY PROGRAM"**. Proposals shall be received by the Director of Purchasing, P. O. Box 2150 (37605) or 209 Water Street (37601), Johnson City, TN on or before 1**:00 P.M. EST, August 10, 2016**. A list of respondents will be available the following business day at 8:00 a.m. Late submittals will not be considered. Telephone or facsimile offers will not be accepted.

Proposals must be signed in ink by the agent or person authorized to bind the Proposer to its provisions. Unsigned offers will not be accepted and will be declared non-responsive.

CONTACT PERSONS

Any questions relative to the specifications and/or requests for clarification may be directed to David Timbs, Ed.D. via e-mail only: timbsd@jcschools.org. Proposal procedure questions may be directed to Debbie Dillon, Director of Purchasing, (423) 975-2717; e-mail: ddillon@johnsoncitytn.org

ECONOMY OF PREPARATION

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

INCURRING COSTS

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

PROPOSAL FORMAT

The proposal response shall be presented in the following format:

1. Cover letter demonstrating understanding of City's requirements, and description of software and services proposed

2. Company qualifications
3. Completed specification checklist
4. Notes and deviations
5. References
6. Warranty, service, training information (if applicable)
7. Descriptive literature on system proposed along with report examples
8. Project completion timeline
9. Cost proposal sheet including renewal costs

PROGRAM SPECIFICATIONS

- The program should offer a predominantly non-fiction (70% non-fiction and 30% fiction) of several thousand book titles that are well-respected, grade appropriate, and standards-aligned.
- The digital book titles should offer selections for students in Grades PreK-12.
- Students must be able to access personal accounts.
- The program must provide an internal assessment that gauges both student reading Lexile levels and student interest. Based on these results, individualized suggestions of digital book titles will be automatically generated for each student.
- The program must provide teachers with the ability to assign book sets to individual students or student groups.
- The program must provide educator reports that measure and monitor growth over time for individual students. Lexile progress reports must be a feature of these reports.
- All digital book titles should include MARC records for integration with our current library automation system (Follett Destiny).

TECHNICAL SPECIFICATIONS

Students should be able to access the digital books on a variety of devices, including the ability to download so that books may be read without access to WiFi or hardwired internet connectivity. Specifications for us by students should include:

- On PC or Mac, a modern web browser with JavaScript enabled: • Chrome (preferred) • IE 11.0 (or higher) • Firefox (current, or the last two versions) • Safari (current, or the last two versions)

- For iPads: iOS 8 or higher

- For Android Tablets: OS 4.4 or higher

- For Kindle Devices: Kindle Fire / Fire HD tablets

- For Chromebooks: Using Google Chrome browser with Javascript enabled

- 1024x768 minimum resolution on a screen size of at least 7” x 9”

USER TRAINING

Vendor shall provide full details of user training offered.

PROGRAM TIMEFRAME

Program shall be available for School System use within (30) days of order placement.

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

ACCEPTANCE OF PROPOSAL CONTENT
Proposals are to be valid for a minimum period of ninety (90) days from the 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. Failure of the successful Proposer to accept these obligations may result in cancellation of the award.

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.

RFP ADDENDA
Any change to the specifications 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 interpretations or communication will affect or change in any way the information contained herein.

CONTRACT AWARD
Contract award, if made, shall be to the most responsible vendor who offers the most responsive proposal. The City reserves the right to choose the proposal that is in its best interest. Considerations in the award shall be: company qualifications and experience, service, compliance with system requirements, upgradeability, and costs. Proposer's past service/support performance will be a consideration in the award. In addition to the above award considerations the Program offered will be evaluated based on the following scoring criteria:

Extensive digital book library---------- 0-20 points
Individual Assessment/Interest Inventories- 0-20 points
Reporting and Analysis Features---------- 0-20 points
Research-based with Published Results---- 0-20 points
Cost ---------- 0-20 points

REFERENCES
Vendor may be required (upon request) to provide a minimum of three (3) user references of proposed software program initiated within the last three (3) years. Each reference shall have the company or government entity name, address, contact person, and telephone number. A program demonstration may also be required, at the City's request.

TERMS
Payment terms are Net 30 days after receipt of approved invoice. Installation and user training must be complete prior to payment approval.

REQUIREMENTS FOR BIDS, REQUEST FOR PROPOSALS AND CONTRACTS

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

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.
- 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 submission of another RFP.
- Issue additional solicitations for information and proposals, and conduct investigations with respect to the qualifications of each respondent.

CONTRACT PERIOD

This is a three (3) 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-solicit at the end of any one (1) year period.

City of Johnson City, Tennessee
School System

Personalized Digital Literacy Program
RFP# 6040

General Information:
Johnson City Schools is requesting proposals for a flexible, digital literacy program for web-based accss to digital books for grades PreK-12 as per the below areas of emphasis. The program will implemented at nine school sites serving students in Grades PreK-6.

The provisions contained herein describe the minimum requirements of the Johnson City School System and any omission shall not relieve the vendor of furnishing a user friendly program in a timely manner. Any variances or exceptions to these specifications must be clearly identified; otherwise, full compliance is understood.

PERSONALIZED DIGITAL LITERACY PROGRAM
Requirements checklist

Vendor must complete and return these forms for the proposal to be considered responsive. A check mark (√) shall be placed in the areas of specification agreement. A check mark indicates compliance. Variances must be clearly identified in the vendor's column or on a separate sheet. Failure to comply with any part of these specifications will not remove that proposal from consideration but will indicate a variance on which the Johnson City School System alone will determine the importance to the overall performance of the program and suitability for the intended purpose. Any omission from these specifications shall not relieve the vendor from the responsibility of furnishing a program ready for use.

CITY'S SOFTWARE REQUIREMENTS	PROPOSER COMPLIES (√)	PROPOSED EXCEPTIONS (use separate sheet if necessary)
Proposed System:		
Johnson City Schools is requesting proposals for a flexible, digital literacy program (web-based digital books)		
Unlimited license for site usage (product will be utilized at nine school sites)		
24/7 on-line access		
Library of comprehensive digital titles that emphasize approximately 70% non-fiction		
Individual Student Accounts		
Ability of teacher to assign digital books to individuals and groups		

Individualized assessment of students that assigns books based on Lexile reading level and interest		
Comprehensive reporting feature that includes growth for groups and individual teachers		
Digital books aligned with Tennessee State Standards		
Text-to-speech functions (read aloud)		
Program must be available for use on computers, tablets, and other devices as specified		
Availability of ongoing professional development training related to program usage for school staff		

COMPLETE AND RETURN WITH PROPOSAL PACKAGE

PERSONALIZED DIGITAL LITERACY PROGRAM

JOHNSON CITY SCHOOL SYSTEM
RFP# 6053

FEE PROPOSAL FORM

The undersigned proposes and agrees, if their Proposal is accepted, to contract with the City of Johnson City to furnish all software and service described herein that meets the requirements of this solicitation.

Provide detailed cost information as per below:

Per site cost (9) $ _____/ea $_____/yr

Cost for renewal of years 2 and 3: $_____/ea $_____/yr

Any other costs involved: $_____

Name of Firm:_____

Address: _____

_____

Telephone: ( ) _____ Fax: ( ) _____

Email address: _____

Printed Name and Title: _____

Signature: _____

Date: _____

THIS FORM MUST BE SIGNED TO BE CONSIDERED

CITY OF JOHNSON CITY, TENNESSEE
http://www.johnsoncitytn.org/purchasing

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 <u>and how it differs from the referenced item</u>. 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 and associated documents may be examined at the opening. Only the name of the respondent is read aloud for RFP'S/RFQ'S. All solicitations 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 will be read aloud at the specified date and time as stated in the document. RFP's/RFQ'S respondent names will be read aloud. All openings are public meetings. Bidders/proposers and interested persons are invited to attend. The City reserves the right to postpone any solicitation opening under circumstances warranting such action, including but not limited to instances when the City receives fewer than two responses.

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/bso/. **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, or non-appropriation of funds, 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: _____

Revised January 2016