

# REQUEST FOR PROPOSAL

## ROTARY PARK SPLASH PAD PROJECT



**RFP #6065**

**Proposal Due Date/Time**

**August 30, 2016**

**4:00 PM EST**

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

## ROTARY PARK SPLASH PAD PROJECT SPECIFICATIONS

The City of Johnson City is soliciting proposals from qualified vendors to design, furnish and install a fully automated, interactive, low-flow, splash pad system for all ages at Rotary Park, 1001 N Broadway St., Johnson City, TN. The City will be responsible for site preparation (excluding necessary plumbing) as the pad site is currently under construction.

### 1. SCOPE OF WORK

In general, the scope of services shall consist of providing:

- a. Design services: water play equipment and related improvements,
- b. Provide and install all equipment and materials as necessary for a complete – ready to use splash pad in the area as illustrated on site plan and layout diagram with space dimensions shown.
- c. Provide user training on operation and maintenance of all components

### 2. GENERAL

- 2.1 Splash pad & components shall meet CPSC standards and must be IPEMA certified and meet all Federal, State and local guidelines.
- 2.2 All materials shall be structurally sound and suitable for safe play, access points to meet ADA standards (as per the Consumer Safety Commission Public Playground Handbook for Safety, etc.).
- 2.3 Provide a detailed listing of all warranties.

### 3. DESIGN ELEMENTS

- 3.1 General design: The form, function, selection, and configuration of the proposed splash pad equipment shall:
  - a. Facilitate all age groups
  - b. Encourage safe, creative, and challenging play opportunities. (Minimum safety standard is compliance with Consumer Product Safety Commission [CPSC] guidelines).
  - c. Provide for interaction among disabled and fully-able children.
  - d. Be designed to encourage proper use of equipment
  - e. Be designed to discourage vandalism or other misuse of product and ease of maintenance.
- 3.2 Fabrication and assembly:
  - a. Splash pad components shall be constructed of 304/304L stainless Steel (rust resistant). Brass shall be lead-free and designed for safe play
  - b. Splash pad system shall provide an efficient water management system to reduce water consumption and energy costs.
  - c. Anchoring system shall be constructed of 304/304L stainless steel and shall provide the ability add/remove/interchange select play products without any infrastructure revisions.
  - d. Anchoring system shall be mounted as flush finish with play products fastened directly to the anchoring system.
  - e. Water tight seal shall be provided between play product components and the anchor flange.
  - f. Hardware shall be covered with a soft, flexible elastomer.
  - g. Nozzle systems shall be free of finger entrapment hazards.

- h. All play products are to be grounded against lighting as per article 680 of N.E.C.
- i. Contractor responsible for correct operation of all drainage and spray system. No ponding of water on the surface of the splashpad will be permitted.
- j. All splashpad components shall be installed as per Manufacturer's guidelines.

#### 4. COMPONENTS

- 4.1 To establish a level of quality, the attached Vortex splash pad has been requested. It is not the intent of these specifications to restrict competition, therefore comparable splash pad equipment that meets or exceeds these requirements will be considered. Alternate products must not exceed the dimensions listed as space is limited. Descriptive product literature and specification data on any alternate products must be included with return proposal package.  
A total of 12 water features are requested, as below and per attached conceptual drawing. Colors will be selected at time of order placement.
- 4.2 **Jet Stream VOR-7512.0000 or approved equal.**  
Creates visual interest as a concentrated jet of water sprays up in a sleek Jet Stream.
- 4.3 **Directional Water Jet VOR-305.4100 or approved equal.**  
Creates visual interest with a high or low streaming arc of water produced by the directional water jet. Water effect from the spray head shall produce a single soft stream adjustable from the vertical position to a max of 25 degrees.
- 4.4 **Rooster Tail VOR-303.4000 or approved equal.**  
Creates a far-reaching double-fan spray effect.
- 4.5 **Split Stream VOR-7516.0000 or approved equal.**  
Produces two (2) soft stream water arcs.
- 4.6 **Aqua Dome No 1 WOR-555.2000 or approved equal.**  
Spray effect shall be clear, laminar bell shaped, sheet descending from the top of the post towards grade.
- 4.7 **Bucket Trio VOR103.2000 or approved equal.**  
Three (3) dumping buckets create visual interest and build anticipation as buckets fill and dump water in the immediate area. Each bucket shall incorporate a drain to prevent an accumulation of stagnant water during non-operation. .
- 4.8 **Spray Loops VOR-518.0000 or approved equal.**  
Four (4) spray loops shall be constructed of one continuous piece of stainless steel structural tubing. Loops shall be mounted on reinforced base plate. Users can move quickly through the tunnel created by the four loops or stand still to enjoy mists. Each loops shall produce misty water effect.
- 4.9 **Tot Mister VOR-7031.0000 or approved equal.**  
Gentle approachable mist effect spray
- 4.10 **Ombrello Twirl No. 1 VOR-7446.2009 or approved equal.**  
Users can spin the soft-touch rotating sphere creating a spiraling water effect.

4.11 **Smartpoint Command Center or approved equal**

A low voltage system that shall be factory programmed to control the splash pad functions to optimize use of water, sequence water features & water pressure and control distribution and draining of the water. The controller shall be 24hr/7day programmable. Flush mounted cover shall be tamper resistant.

5. **CHARACTERISTICS**

Equipment characteristics to be considered in the proposal evaluation:

- a. Safety
- b. Play "Value"
- c. Accommodation of all ages
- d. Participant circulation flow into and throughout the splash pad
- e. Aesthetics of components and total play environment
- f. Durability of equipment

6. **GUARANTEE AND WARRANTY**

Splash pad equipment shall be guaranteed to meet CPSC standards and shall be installed by a Manufacturer Certified Installer. All work is to be guaranteed in accordance with any current standards for consumer safety performance specifications for splash pad equipment for public use with an independent laboratory validation of conformance to ASTM technical specifications. Upon date of acceptance the following will be supplied:

Materials and workmanship shall be guaranteed for a minimum of one (1) year - specify.

ROTARY PARK SPLASH PAD PROJECT  
PROPOSAL INSTRUCTIONS

1. PROCEDURE FOR SUBMITTAL

1.1 To be considered, Proposers shall furnish a complete response to the RFP using the format provided. Four (4) copies and one (1) original (5 TOTAL) of the proposals 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 # 6065 – ROTARY PARK SPLASH PAD PROJECT**". Outside envelope shall contain State Contractors Licensing information as required; **otherwise it will not be opened**. 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 **4:00 PM EST, August 30, 2016**. A list of respondents will be available the following business day at 8:00am. Late submittals will not be considered. Telephone or facsimile offers will not be accepted.

1.2 Proposals must be signed in ink by the agent or person authorized to bind the Proposer to its provisions.

2. CONTACT PERSON

For questions regarding this proposal please contact Roger Blakeley, Parks & Recreation Director at 423-283-5809.

3. JOBSITE VISIT

If Vendor wants to visit the jobsite to familiarize themselves with the park conditions and work to be performed. Contact Roger Blakeley to arrange an appointment.

4. LICENSES, FEES, PERMITS

The Contractor is responsible for furnishing the proper licenses, fees, and permits required by law to do business in the City of Johnson City in completion of the requirements stated herein. All work shall be done in accordance with the latest building codes, state and federal laws relative to Splash pad equipment installation including the Americans with Disabilities Act and in accordance with manufacturer's recommendations.

5. STATE CONTRACTORS LICENSING

All bidders must be licensed contractors in the State of Tennessee, as required by the Contractor's Licensing Act of 1994 (TCA Title 62, Chapter 6) State of Tennessee. The attached "Contractors Envelope Form" must be completed and attached to the outermost bid submittal envelope or it will not be opened. **A copy State Contractor's License shall be included with proposal package.**

7. ADDENDA

In the event it becomes necessary to revise any part of this RFP, addenda will be provided from the City's Purchasing Department, in writing, to all known Proposers who received the original proposal document. Verbal responses shall not be binding.

8. PROJECT TIME FRAME

Vendor to state best project completion date possible. The City prefers that equipment shall be ready for installation approximately September 19<sup>th</sup>. This will be a consideration in the award.

9. **ECONOMY OF PREPARATION**

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

10. **INCURRING COSTS**

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

11. **WITHDRAWAL OF PROPOSALS**

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

12. **PROPOSAL ACCEPTANCE**

12.1 Proposals shall be valid for a minimum period of ninety (90) days from the date of receipt by the City.

12.2 The contents of any proposal received shall become the 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.

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

12.4 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.

13. **SELECTION CRITERIA**

Selection criteria will include, but not be limited to: specific design characteristics; equipment quality; completion timeframe; cost-effectiveness of proposal; warranties; and references.

14. **DRUG FREE WORKPLACE**

14.1 All proposers must execute the enclosed Drug Free Workplace Affidavit to verify compliance with TCA 50-9-113 and return same with bid response. Failure to comply with this requirement will declare that proposal non-responsive.

14.2 **Purpose Of The Drug & Alcohol Testing Program**

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

safety-sensitive positions in the categories of: pre-employment, random testing, suspicion testing, and return-to-duty testing.

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

15. REQUIREMENTS FOR BIDS, REQUEST FOR PROPOSALS AND CONTRACTS

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

16. PAYMENT TERMS

This project shall be paid as a lump sum within 30 days following completion of satisfactory delivery, inspection and acceptance of the product by the City and issuance of warranty statements.

17. SUBMITTALS

The City of Johnson City is requesting that interested respondents submit a detailed and written proposal outlining the scope of services and equipment to be provided. In order to properly evaluate all proposals, it is requested that responses include the following at a minimum in addition to any other pertinent information that demonstrates Proposers capability to complete this project.

17.1 Proposal Form-

a) Signed Proposal Form with the projected timetable for installation.

17.2 Design information:

- a) Detailed design: plan view to be submitted as a minimum; a 3D view is also desirable. Design must indicate compliance with space requirements shown on attached sheets.
- b) Indicate the number of children each area is designed to accommodate.

17.3 Product information

- a) Product literature
- b) Narrative description of product benefits (design, materials, fabrication, assembly, use, etc.)

17.4 Description of Services

a) State in precise terms your understanding of the requirements outlined in this RFP, and

17.5 Price Schedule

**Provide detailed cost** information individually for each of the items specified along with a grand total for all proposed equipment.

17.6 Business Organization

a) State the full name and address of your organization, and if applicable, the branch office or other subordinate element that will perform or assist in completing the requirements of this proposal.

- b) State how long you have been an authorized representative for the proposed manufacturer.

17.7 References

Provide at least three (3) references for recent splashpad projects, including the project description, start and finish timeline and location, contact person, address, telephone number, fax number and/or e-mail address.

17.8 Insurance

The attached Insurance Checklist (which includes a section for the Insurance agent to fill-out) and General Contract Form must be completed and returned with the proposal package. Successful vendor shall provide certificate of insurance, as specified, prior to project release by Purchasing.

18. 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.

19. 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

20. Proposer shall comply with all components of the 2014 LPRF Project, grant rules, regulations and requirements as well as meeting all Federal, State and Local laws, codes and requirements. The attached Certification of Contractor form shall be completed and returned with the Proposal submittal.

**RFP # 6065**  
**ROTARY PARK SPLASH PAD PROJECT**

**Proposal Form**

The undersigned hereby offers the attached submittal for consideration by the City of Johnson City in accordance with the terms, conditions and specifications contained within this RFP. The vendor shall guarantee and certify by affixing his/her 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/her performance of the contract, whether or not such claims relate to damages or alleged damages sustained by physical injury to contractor's 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.

Company: \_\_\_\_\_

By: \_\_\_\_\_

(Signature of authorized agent)

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

(Typed Or Printed)

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

E-mail: \_\_\_\_\_

Date: \_\_\_\_\_

PROJECT TIMELINE PROPOSE: \_\_\_\_\_

SPLASHPAD MANUFACTURER PROPOSED: \_\_\_\_\_

**THIS FORM MUST BE SIGNED TO BE VALID**

# INSURANCE CHECKLIST

(Rotary Park – Splash Pad equipment incl. Installation)

## REQUIRED COVERAGE (marked by "x")

## MINIMUM LIMITS

- 1. Worker's Compensation (proprietor/partners/executive officers exclusion not allowed) ..... Statutory limits of Tennessee and Employer's Liability ..... \$100,000/accident, \$100,000/disease, \$500,000/disease policy limit
- 2. Commercial General Liability (including Premises/Operations) ..... \$1,000,000 CSL BI/PD each occurrence, \$1 Million annual aggregate
- 3. Automobile Liability & Owned/Hired/Non-Owned Vehicles ..... \$500,000 BI/PD each accident, Uninsured Motorist
- 4. Independent Contractors ..... \$1,000,000 CSL BI/PD each occurrence, \$1 Million annual aggregate
- 5. Products/Completed Operations ..... \$1,000,000 CSL BI/PD each occurrence, \$1 Million annual aggregate
- 6. Contractual Liability ..... \$1,000,000 CSL BI/PD each occurrence, \$1 Million annual aggregate
- 7. Personal and Advertising Injury Liability ..... \$1,000,000 each offense, \$1 Million annual aggregate
- 8. Umbrella Liability ..... \$1 Million Bodily Injury, Property Damage and Personal Injury
- 9. Per Project Aggregate
- 10. Professional Liability
  - \_\_\_\_\_ a. Architects and Engineers ..... \$1 Million per occurrence/claim
  - \_\_\_\_\_ b. Asbestos Removal Liability ..... \$2 Million per occurrence/claim
  - \_\_\_\_\_ c. Medical Malpractice ..... \$1 Million per occurrence/claim
  - \_\_\_\_\_ d. Medical Professional Liability ..... \$1 Million per occurrence/claim
- 11. Miscellaneous E & O ..... \$1 Million per occurrence/claim
- 12. Motor Carrier Act End. (MCS-90) ..... \$1 Million BI/PD each accident, Uninsured Motorist
- 13. Motor Cargo Insurance
- 14. Garage Liability ..... \$1 Million Bodily Injury, Property Damage per occurrence
- 15. Garagekeepers Liability ..... \$500,000 Comprehensive, \$500,000 Collision
- 16. Inland Marine-Bailee's 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: \_\_\_\_\_

Solicitation Number: **RFP# 6065**

Project Name: **ROTARY PARK SPLASH PAD INSTALLATION**

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

# GENERAL CONTRACT FORM

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

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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.
- **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.**

## **DRUG FREE WORKPLACE**

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

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

### **SECTION I – PURPOSE OF THE DRUG & ALCOHOL TESTING PROGRAM**

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

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

# DRUG-FREE WORKPLACE AFFIDAVIT

State of \_\_\_\_\_

County of \_\_\_\_\_

I, \_\_\_\_\_, being duly sworn, depose, and say that:

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

(Signed) \_\_\_\_\_

(Title) \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_

\_\_\_\_\_ Title

My Commission expires \_\_\_\_\_

Complete and return with response package



## STATE CONTRACTORS LICENSING INFORMATION BID ENVELOPE FORM

**THIS FORM MUST BE FIRMLY ATTACHED TO THE OUTSIDE OF THE ENVELOPE CONTAINING THE BID. NO BID WILL BE CONSIDERED IF THIS FORM IS INCOMPLETE OR NOT ATTACHED TO THE OUTSIDE OF THE BID ENVELOPE IF BID IS \$25,000+. IF TOTAL BID IS LESS THAN \$25,000- ATTACH AND SPECIFY ON THIS FORM**

### PART 1

#### ALL BIDDERS MUST COMPLETE

TO:	City of Johnson City, Tennessee <b>RFP# 6065 – ROTARY PARK SPLASH PAD PROJECT</b>
DUE DATE & TIME:	<b>AUGUST 29, 2016 4:00 PM</b>
LOCATION:	OFFICE OF PURCHASING DIRECTOR, 209 WATER STREET JOHNSON CITY, TN 37601
NAME OF BIDDER:	
ADDRESS OF BIDDER:	
FEDERAL ID # OF BIDDER:	
LICENSE NO.:	#
LICENSE CLASSIFICATION OF BIDDER:	
EXPIRATION DATE:	
MONETARY LIMITS:	

### PART 2

**BIDDER MUST COMPLETE THIS SECTION IF BID INVOLVES: \$25,000+ (1) ELECTRICAL WORK, (2) PLUMBING WORK, (3) HEATING, VENTILATION, AIR CONDITIONING, (4) GEOTHERMAL WORK OR \$100,000+ (5) MASONRY. IF NOT, ENTER NONE IN THE SPACES FOR ITEM (A) BELOW.**

(1) ELECTRICAL	(2) PLUMBING	(3) HVAC	(4) GEOTHERMAL	(5) MASONRY
A) Name of licensed <b>Electrical</b> contractor:	A) Name of licensed <b>Plumbing</b> contractor:	A) Name of licensed HVAC contractor:	A) Name of licensed <b>Geothermal</b> contractor:	A) Name of licensed <b>Masonry</b> contractor:
B) License #:	B) License #:	B) License #:	B) License #:	B) License #:
C) License Classification and Limits:	C) License Classification and Limits:	C) License Classification and Limits:	C) License Classification and Limits:	C) License Classification and Limits:
D) License expiration date:	D) License expiration date:	D) License expiration date:	D) License expiration date:	D) License expiration date:



**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 and how it differs from the referenced item. Vendor reference to literature previously submitted will not satisfy this provision. Unless specified otherwise, it is understood that the referenced product will be furnished. The City alone will determine whether an alternate is equivalent and meets the standards of quality and performance for the City's use. A sample or demonstration may be required at the expense of the vendor.

**7. CONDITION STANDARDS**

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

**8. CONSTRUCTION DOCUMENTS**

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

**9. COOPERATIVE PURCHASING:**

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

**10. DEFAULT**

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

**11. DELIVERY**

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

**12. DISCOUNT AND PAYMENT**

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

**13. EQUAL OPPORTUNITY**

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

**14. EVALUATION**

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

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

Bids 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. IRAN DIVESTMENT ACT OF 2014**

Pursuant to the Iran Divestment Act of 2014, Tenn. Code Ann. § 12-12-106 requires the State of Tennessee Chief Procurement Officer to publish, using creditable information freely available to the public, a list of persons it determines engage in investment activities in Iran, as described in § 12-12-105. Inclusion on this list makes a person ineligible to contract with the City of Johnson City; if a person ceases its engagement in investment activities in Iran, it may be removed from the list. The State of Tennessee currently uses the State of South Carolina's list, available here: [https://www.tn.gov/assets/entities/generalservices/cpo/attachments/List\\_of\\_persons\\_pursuant\\_to\\_Tenn.\\_Code\\_Ann.\\_12-12-106\\_Iran\\_Divestment\\_Act-July.pdf](https://www.tn.gov/assets/entities/generalservices/cpo/attachments/List_of_persons_pursuant_to_Tenn._Code_Ann._12-12-106_Iran_Divestment_Act-July.pdf)

## 21. 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.

## 22. 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.

## 23. NON-COLLUSION AGREEMENT

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

## 24. PARTS AND SERVICE

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

## 25. PENALTIES

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

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

## 26. PRE-BID MEETING ATTENDANCE

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

## 27. PRICING

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

## 28. PROPRIETARY/CONFIDENTIAL INFORMATION

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

## 29. PROTEST PROCEDURE

Any protest to the award of a contract by the City of Johnson City shall be submitted in writing to the Director of Purchasing with a copy to the City Manager and delivered not later than seven (7) calendar days from the date of the city's award decision. Such protest must include a protest bond in the amount of \$350 (cashier's check payable to the City of Johnson City 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.

## 30. QUESTIONS

Questions must be received by the City at least four (4) working days prior to the scheduled opening. No oral interpretations or instructions given by any city employee or any other person shall apply. Changes relative to any solicitation will be in writing, in the form of an addendum. ,

## 31. SAFETY STANDARDS

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

## 32. SAMPLES

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

## 33. SEALED SOLICITATION OPENINGS

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

## 34. SIGNATURE ON BIDS

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

## 35. SUBMITTAL OF SEALED BIDS/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/bsol/>. **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.

## 36. TAXES

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

## 37. TERM OF CONTRACT

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

## 38. WARRANTY

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

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

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

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

1. The City of Johnson City shall not answer to any contracting party for the furnishing of public records to a person requesting such in accordance with Tennessee law.
2. The City, while it may designate in writing a representative on a particular project, shall only be bound by a majority vote of the Board of Commissioners or by the limited authority delegated to the City Manager pursuant to City Ordinance. No personal representative of the City assigned to a particular project may bind it in excess of the dollar amounts granted to the City Manager by Ordinance, and no personal representative assigned to a particular project may bind the City for an amount equal to or less than the dollar amounts granted to the City Manager by Ordinance without the City Manager's approval.
3. The City shall not in any event waive or limit any claims for damages including but not limited to consequential damages in any contract for any reason or purpose.
4. No decision of an architect, engineer, or personal representative of the City shall be final and binding on the City, unless the City so agrees in any dispute with any

party including but not limited to an architect, a contractor, a subcontractor, an engineer, etc. If the City agrees to be bound pertaining to a dispute, then the monetary limits contained in the City's ordinances regarding the authority of the City Manager shall prevail, and any amounts exceeding the authority of the City Manager shall be referred to the Board of Commissioners for their consideration.

5. The City shall not participate in any mediation or arbitration regarding any agreement to which it is a party, and all matters left unresolved between the City and any other party, person, or entity shall be resolved in a court of competent jurisdiction in either Washington County, Tennessee, or in Federal District Court in Greeneville, Tennessee.

6. No party or other entity shall file a lien of any nature whatsoever against City property, real, personal, or mixed, no matter where that property is located. Should a party or entity contracting with the City or acting as a subcontractor or subsubcontractor file a lien against any property, real, personal, or mixed, owned by the City, then that party or entity shall take immediate steps at its own cost and expense to remove said lien, or the City shall take such steps as it deems necessary and hold the other party or entity liable for any costs and attorneys' fees associated with the lifting of said lien.

7. The City shall exercise its sole discretion before agreeing to any assignments of any contracts or subcontracts regarding any project in which the City is involved. No contract with the City shall be assignable without the City's sole, discretionary, absolute consent.

8. The City shall not be required to supply any information regarding its title to any property in which it has an interest for any purposes regarding the filing of liens.

9. The City shall not waive any claims it has in the making of final payment in any project in which it is involved. The City shall have the right to terminate any agreement to which this document is attached at any time in its sole discretion 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](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: \_\_\_\_\_