



INVITATION TO BID

CITY OF JOHNSON CITY, TENNESSEE
PURCHASING DEPARTMENT
423/975-2716

Bid Name / Number: TIRE SERVICE CONTRACT / #5648
Due Day / Date / Time: Thursday / October 25, 2012 / 1:00 PM
Bid Location / Address: Johnson City Purchasing Department, Debbie Dillon-Director,
 209 Water Street (37601), P O Box 2150 (37605), Johnson City, TN
Bid Contact: Mike Brown / (423) 975-2818 Wegggers@johnsoncitytn.org or vharless@johnsoncitytn.org
Bid Issue Date: October 12, 2012
Delivery Location: Motor Transport Department, 209 Water Street, Johnson City, TN 37601
FOB: Destination
Payment Terms: Net 30

Bidder is responsible for completing the remaining portion of this bid document

ITEM NO.	QTY	DESCRIPTION	UNIT PRICE	TOTAL
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Tire Service Contract as per attached specifications and price sheets which are an integral part of this bid package.

NOTE: Quantities and tires listed are as anticipated for the contract period.

Tennessee Waste Pre-Disposal Fee shall be included in the unit price of all tires bid.

WARRANTY: specify _____

Delivery Schedule: _____

Vendor's past performance will be a consideration in the bid award, if unknown references will be required.

Cooperative Purchasing Agreement: Vendors are to indicate if it is permissible for other governmental agencies in the State of Tennessee to purchase these items or services at the same price. Freight charges may be adjusted to reflect differences in delivery costs to other locations. Please indicate your approval of Cooperative Purchasing Agreement. Yes No.

Bidder's Check List Place a check mark by all areas to signify compliance.

Bid signed in ink by authorized company representative Bid prices, extensions and total verified as correct
 Addenda initialed and returned with bid, if applicable

By signing this document, the undersigned hereby agrees to the prices and all other terms and conditions, including the attached *Bid/RFP General Terms & Conditions* and the City's *Requirements for Bids, Requests for Proposals, and Contracts Between the City of Johnson City and Other Parties* contained in this bid and associated documents relating to this bid and will furnish items as specified if this bid is accepted.

SUBMITTAL INSTRUCTIONS:

Place signed bid response in a sealed envelope plainly identified on the outside in the lower left corner with the Bid Name and Number. Mail or deliver to Johnson City Purchasing Dept., Debbie Dillon- Director, P. O. Box 2150 (37605), 209 Water Street (37601) Johnson City, TN on or before the bid opening date and time.

Firm Name _____

By _____

TYPED & SIGNED

Address _____

Telephone _____

Fax _____

ELECTRONIC RESPONSES ARE NOT ACCEPTABLE AT THIS TIME

E-Mail _____

BID MUST BE SIGNED TO BE VALID

TIRE SERVICE CONTRACT
Price Sheet

Item	Quantity	Description	Unit Price	Total
		Items #1 thru #6 – Goodyear only – NO SUBSTITUTIONS, AS FOLLOWS:		
1.	125 ea	LT225/75R16 Front Steer Tires, Load Range E Approved Product: Goodyear Wrangler HT.	\$_____	\$_____
2.	350 ea	P225/60R16 Police Pursuit Tires, V Speed Rating. Approved Product: Goodyear Eagle RSA.	\$_____	\$_____
3.	25 ea	LT235/85R16 Front Steer Tires, Load Range E Approved Product: Goodyear Wrangler HT.	\$_____	\$_____
4.	50 ea	LT245/75R16 All position Tires, Load Range E Approved Product: Goodyear Wrangler SRA.	\$_____	\$_____
5.	10 ea	225/70R19.5 Front Steer Tires, Load Range F Approved Product: Goodyear G647 RSA.	\$_____	\$_____
6.	20 ea	225/70R19.5 Rear Drive Tires, Load Range F Approved Product: Goodyear G124.	\$_____	\$_____
		SUBTOTAL (ITEMS #1 THRU #6)		
		Items # 7 thru # 52 – Approved Products only, as listed:		
7.	20 ea	P225/70R15 Tires, All Position, Approved Products: Goodyear RSA, General HTS, Michelin LTX M/S, Firestone Destination LE, Bridgestone Dueler HT, Hankook H724 optimo. Circle product proposed	\$_____	\$_____
8.	10 ea	P235/70R15 Tires, All Position, Approved Products: Goodyear Wrangler SR-A, General HTS, Michelin LTS M/S, Firestone Destination LE, Hankook R403 P-Metric Dynapro AS. Circle product proposed	\$_____	\$_____
9.	25 ea	265/60R17 Tires. Approved Products: Goodyear Eagle RSA, Firestone GT Pursuit. Circle product proposed.	\$_____	\$_____
10.	40 ea	245/65R17 Tires. Apporved Products: Michelin LTX MS, Firestone Destination LE, Bridgestone Dueler HT, Goodyear Fortera HL 105S. Circle product proposed	\$_____	\$_____
11.	40 ea	ST235/80R16 Trailer Tires, Load Range E. Approved Products: Goodyear Marathon Radial, Carisle Radial, Maxxis M8008 St Radial. Circle product proposed	\$_____	\$_____
12.	30 ea.	P235/75R17 Tires. Approved Product: Goodyear Silent Armor, Hankook P Metric Dynapro AT-M, Bridgestone Dueler A/T Revo 2. Circle product proposed	\$_____	\$_____

13.	30 ea.	LT 245/70R17 Front Steer Tires, Load Range E. Approved Products: Firestone Transforce HT, Michelin LTX-AS, Hankook Dynapro HT, Goodyear Wrangler SRA, Bridgestone Duravis R500 HD. Circle product proposed	\$_____	\$_____
14.	30 ea.	LT 245/70R17 Rear Drive Tires, Load Range E. Approved Products: Firestone Transforce AT, Michelin LTX-MS, Hankook Dynapro AT, Bridgestone Blizzah W965, Goodyear Wrangler Silent Armor. Circle product proposed	\$_____	\$_____
15.	30 ea.	LT 245/75R17 Front Steer Tires, Load Range E. Approved Products: Firestone Transforce HT, Goodyear Wrangler SRA. Circle product proposed	\$_____	\$_____
16.	30 ea.	LT 245/75R17 Rear Drive Tires, Load Range E. Approved Products: Firestone Transforce AT, Goodyear Wrangler Silent Armor. Circle product proposed	\$_____	\$_____
17.	40 ea.	215/75R17.5 Front Steer Tires, Load Range F. Approved Products: Bridgestone R294, Continental Cross Contact LX, General S580, Michelin XZE. Circle product proposed	\$_____	\$_____
18.	40 ea	215/75R17.5 Rear Drive Tires, Load Range F. Approved Products: Bridgestone M729F, Continental Cross Contact LX, General D660, Michelin XDE2. Circle product proposed	\$_____	\$_____
19.	25 ea	235/75R17.5 Trailer Tires, Load Range H. Approved Products: Continental HTR, Bridgestone R184, Michelin XTA, Hankook AH11, Goodyear G114 LHT, Yokohama RY 103. Circle product proposed	\$_____	\$_____
20.	20 ea	215/75R17.5 Trailer Tires, Load Range H. Approved Products: Continental HTR, Bridgestone R184, Michelin XTA, Hankook AH11, Goodyear G114 LHT, Yokohama RY 103. Circle product proposed	\$_____	\$_____
21.	25 ea	315/80R22.5 Tires, Load Range L. Approved Products: Firestone T819, Contental HSC, Goodyear G287, Michelin XZY3, General MS520. Circle product proposed	\$_____	\$_____
22.	10 ea	1100R20 Front Steer Tires, Load Range H. Approved Products: Continental HTR, Firestone T819, Goodyear G149, General S580. Circle product proposed	\$_____	\$_____
23.	25 ea	1100R20 Rear Drive Tires, Load Range H. Approved Products: Firestone T831, General D445, Goodyear G177, Michelin XDE M/S, Continental HDR, Bridgestone M729F. Circle product proposed	\$_____	\$_____
24.	10 ea	1000R20 Front Steer Tires, Load Range G. Approved Products: Firestone T559, General S360, Goodyear G287, Michelin XZA, Continental LSR. Circle product proposed	\$_____	\$_____

25.	20 ea	1000R20 Rear Drive Tires, Load Range G. Approved Products: Firestone T546, General D445, Goodyear G177, Continental HDR, Michelin XDE M/S, Bridgestone M729F. Circle product proposed	\$_____	\$_____
26.	20 ea	385/65R22.5 Front Steer Tires, Load Range J. Approved Products: Continental HTC1, Firestone T839, Goodyear G286 MSA, Yokohama 785, Michelin XTE, Bridgestone R184, General ST250, Dunlop SP281. Circle product proposed	\$_____	\$_____
27.	100 ea	425/65R22.5 Front Steer Tires, Load Range L. Approved Products: Continental HTC1, Firestone T839, Goodyear G286 MSA, Yokohama 785, Michelin XTE, Bridgestone R184, General ST250, Dunlop SP281. Circle product proposed	\$_____	\$_____
28.	50 ea	11R22.5 Front Steers Tires, Load Range H. Approved Products: Firestone T559, Goodyear G287, Michelin XZA, General S371, Continental HSR2, Bridgestone R180. Circle product proposed	\$_____	\$_____
29.	150 ea	11R22.5 Rear Drive Tires, Load Range H. Approved Products: Firestone T831, General D450, Goodyear G282 MSD, Michelin XD4, Continental HDC1. Circle product proposed	\$_____	\$_____
30	20 ea	8R19.5 All Position Tires, Load Range F. Approved Products: Michelin XZA, Continental LSR, Goodyear G114, Bridgestone R180, General S371. Circle product proposed	\$_____	\$_____
31.	30 ea	12R22.5 Front Steer Tires, Load Range H. Approved Products: Goodyear G114, Continental HDR, Michelin XZA, General S581, Bridgestone R180, Firestone FS560. Circle product proposed	\$_____	\$_____
32.	20 ea	11R24.5 Trailer Tires, Load Range H. Approved Products: Goodyear G661, General ST250, Michelin XT-1, Continental HTR2, Bridgestone R195F, Firestone FT455, Yokohama RY587. Circle product proposed	\$_____	\$_____
33.	25 ea	11R24.5 Rear Drive Tires, Load Range H. Approved Products: Firestone FD663, Continental HDR1, Yokohama Y713B, Michelin XD4, Goodyear G282MSD, Bridgestone M711, General D660. Circle product proposed	\$_____	\$_____
34.	50 ea	11L-16 Implement Tire, Load Range F. Approved Products: Carlisle Farm Specialist 3, Goodyear Labor F-3, Firestone Industrial Special F3, Indus Power Prince F3. Circle product proposed	\$_____	\$_____
35.	20 ea	12-16.5 Trailer Tire, Load Range F. Approved Product: Goodyear Custom HiMile, Denmark Highway. Circle product proposed	\$_____	\$_____

36.	30 ea	P205/75R15 All Season Tires. Approved Products: Hankook H724 optimo, Firestone FR440, General Altimax RT, Goodyear Integrity, Bridgestone Blizzah DM-Z3. Circle product proposed	\$_____	\$_____
37.	45 ea	LT235/75R15 All Position Tires. Approved Products: Firestone Transforce AT, General Grabber HTS, Bridgestone Dueler A/T. Circle product proposed	\$_____	\$_____
38.	20 ea	P215/70R15 All Season Tires. Approved Products: Firestone Affinity, General Altimax RT, Goodyear Integrity, Bridgestone Blizzak W560, BF Goodrich Touring T/A. Circle product proposed	\$_____	\$_____
39.	30 ea	P205/70R14 All Season Tires, Standard Load Range. Approved Products: Hankook H724 optimo, Firestone FR440, Bridgestone Insigna SE200, General Altimax RT, Goodyear Integrity. Circle product proposed	\$_____	\$_____
40.	50 ea	LT235/85R16 All season Tires, Load Range E. Approved Products: Firestone Transforce A/T, Goodyear Wrangler AT/S, Bridgestone Duravis M700 HD. Circle product proposed	\$_____	\$_____
41.	25 ea	P205/65R15 All Season Tires, Standard Load Range. Approved Products: Michelin Pilot A/S, Bridgestone Insigna SE200, Goodyear Assurance Fuelmax, Firestone Affinity, General Exclaim. Circle product proposed	\$_____	\$_____
42.	20 ea	225/70R16 All Position Tires, Standard Load Range. Approved Products: General Ameritrac, Goodyear SR-A, Michelin LTX M/S, Firestone Wilderness HT, Bridgestone Dueler H/T. Circle product proposed	\$_____	\$_____
43.	20 ea	235/70R16 All Position Tires, Standard Load Range. Approved Products: Michelin LTX M/S, Firestone Firehawk Indy 500, General Ameri 550 A/S, Goodyear RSA. Circle product proposed	\$_____	\$_____
44.	30 ea	215/75R15 All Position Tires, Standard Load Range. Approved Products: Hankook H724 optimo, Goodyear Wrangler RT/S, Michelin LTX A/S, Circle product proposed	\$_____	\$_____
45.	20 ea	225/75R15 All Position Tires, Standard Load Range. Approved Products: Hankook H724 optimo, Goodyear Wrangler RT/S, Michelin LTX A/S, General Ameritrac TR, Bridgestone Dueler Aenza. Circle product proposed	\$_____	\$_____
46.	20 ea	225/75R15 Rear Drive Tires, Standard Load Range. Approved Products: Hankook W409 Winter Pike, Goodyear Wrangler AT/S, Michelin LTX M/S, Bridgestone Dueler H/T D684, General Grabber A/T. Circle product	\$_____	\$_____

		proposed		
47.	25 ea	11R24.5 Steer Tires, Load Range H. Approved Products: Goodyear G287 MSA, Michelin XZA, Continental HSL, General S371. Circle product proposed	\$_____	\$_____
48.	20 ea	900R20 Tubes Radial, Heavy Duty	\$_____	\$_____
49.	24 ea	1000R20 Tubes Radial, Heavy Duty	\$_____	\$_____
50.	24 ea	1100R20 Tubes Radial, Heavy Duty	\$_____	\$_____
51.	30 ea	11L-16 Tubes Implement, Heavy Duty	\$_____	\$_____
52.	20 ea	1000-15 Tubes, Heavy Duty	\$_____	\$_____
		SUBTOTAL (ITEMS #7 THRU #52)		
		GRAND TOTAL		

****Approved products: The City will only consider the listed products for this bid. If your product is not on the approved products list, you may contact Mike Brown (423) 975-2818 to request a product evaluation for future consideration.**

COMPLETE AND RETURN THESE PRICE SHEETS WITH BID COVER SHEET

Tire Service Contract
Bidders Instructions
Rev October 2012

1. **SCOPE**

- 1.1 The purpose of this bid is to establish an annual contract to furnish tires for the City of Johnson City Motor Transport Department.
- 1.2 The specifications contained in this bid document outline the minimum quality standards acceptable for this contract.

2. **BID AWARD**

- 2.1 Bid award will be on a total basis to the vendor or vendors offering the lowest and most responsive bid on the largest majority of tires using the unit price as the cost factor times the estimated annual quantity. The City prefers to enter into a contract for all tires with one vendor. However, to accommodate the requirement for Goodyear brand on 6 specific tires, the City will consider contract award to two vendors.
- 2.2 Bidders are encouraged to bid every item, however, failure to do so will not disqualify that bid from consideration.
- 2.3 The City reserves the right to choose the bid or bids that will be in the City's best interest. Product offered, warranty and vendor past performance will also be a consideration.

3. **STOCKING/DELIVERY**

- 3.1 The City will stock minimum quantities of each tire size. The successful vendor shall keep on hand for immediate delivery an amount at least equal to that required to replenish the City's stock level at any given time.
- 3.2 The City requires at least weekly deliveries of tires to maintain the stock level requirements. Emergency deliveries may be required and shall be at no additional cost.
- 3.3 If a tire awarded on this contract becomes unavailable, vendor shall supply an equal or better substitution at the contract price. All substitutions shall be approved by the City prior to order & delivery.

4. **WARRANTY**

- 4.1 Bidder to indicate warranty period on tires proposed. Warranty to begin on day of tire installation.
- 4.2 Warranty period may be a consideration in the award recommendation.

5. **CONTRACT PERIOD**

- 5.1 This contract is for a three (3) year period subject to annual renewals provided all terms, conditions and prices remain unchanged and the vendor is in agreement. Costs shall remain firm for the contract period
- 5.2 The City reserves the right to re-bid at the end of any one year period.

6. CONTRACT DEFAULT

Failure to fill the City's needs may result in contract default with associated penalties described under General Terms and Conditions (#30).

7. QUANTITY

Quantities listed are approximate and based on the past twelve (12) month history and are representative of anticipated use for a one year period.

8. TIRES PROPOSED

8.1 Brand names and type described are considered the most appropriate to meet the City's needs for use on City owned vehicles and equipment. Alternate brands will not be considered for this bid, however, the bidder may contact Mike Brown (423) 975-2818 to request a product evaluation for future consideration. These requests will be evaluated for inclusion in the next annual bid.

8.2 Bidder to circle the brand proposed. All tires must be one of the brands specified. The City will not consider manufacturer's product code in lieu of the manufacturer's name and type tire



CITY OF JOHNSON CITY, TENNESSEE

BID/PROPOSAL GENERAL TERMS AND CONDITIONS (Read Carefully)

1. PREPARATION OF BIDS/RFP'S

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

2. SIGNATURE ON BIDS

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

3. PRICING

All pricing must appear in the spaces provided on the city's form (if applicable) and be in ink 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.

4. BID/RFP OPENINGS

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

5. EXAMINATION OF BIDS/RFP'S

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

6. COOPERATIVE PURCHASING:

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

7. BID TABULATIONS/RFP RESPONSES

Bid tabulations and RFP respondent's lists will be posted and available the next business day on our website: <http://www.johnsoncitytn.org> then select Purchasing Department, Current Bid/Notices.

8. 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.

9. BID/RFP EVALUATION

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

10. ACCEPTANCE, REJECTION AND POSTPONEMENT

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

11. AWARD

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

12. AWARD PERIOD

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

13. FOB POINT

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

14. DISCOUNT AND PAYMENT

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

15. TAXES

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

16. TERM OF CONTRACT

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

17. ORAL INSTRUCTIONS

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

18. DELIVERY

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

19. SAFETY STANDARDS

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

20. BRAND NAMES

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

21. EQUAL OPPORTUNITY

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

22. SAMPLES

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

23. CONDITION STANDARDS

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

24. INSPECTION

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

25. PARTS AND SERVICE

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

26. WARRANTY

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

27. LICENSES, FEES, PERMITS

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

28. INSURANCE

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

29. INDEMNIFICATION

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

30. DEFAULT

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

31. PENALTIES

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

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

32. NON-COLLUSION AGREEMENT

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

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 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.

October 5, 2009



STATEMENT OF BID/RFP DECLINE City of Johnson City, Tennessee

NOTE: If you do not intend to respond to this solicitation, complete and return this form on or before the stated deadline to Purchasing Department, P. O. Box 2150, Johnson City, TN 37605 or via facsimile 423/975-2712.

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

Bid/RFP No. # _____
Bid/RFP 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: _____



CITY OF JOHNSON CITY, TENNESSEE

BID/PROPOSAL GENERAL TERMS AND CONDITIONS (Read Carefully)

1. PREPARATION OF BIDS/RFP'S

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

2. SIGNATURE ON BIDS

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

3. PRICING

All pricing must appear in the spaces provided on the city's form (if applicable) and be in ink 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.

4. BID/RFP OPENINGS

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

5. EXAMINATION OF BIDS/RFP'S

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

6. COOPERATIVE PURCHASING:

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

7. BID TABULATIONS/RFP RESPONSES

Bid tabulations and RFP respondent's lists will be posted and available the next business day on our website: <http://www.johnsoncitytn.org> then select Purchasing Department, Current Bid/Notices.

8. 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.

9. BID/RFP EVALUATION

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

10. ACCEPTANCE, REJECTION AND POSTPONEMENT

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

11. AWARD

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

12. AWARD PERIOD

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

13. FOB POINT

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

14. DISCOUNT AND PAYMENT

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

15. TAXES

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

16. TERM OF CONTRACT

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

17. ORAL INSTRUCTIONS

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

18. DELIVERY

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

19. SAFETY STANDARDS

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

20. BRAND NAMES

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

21. EQUAL OPPORTUNITY

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

22. SAMPLES

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

23. CONDITION STANDARDS

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

24. INSPECTION

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

25. PARTS AND SERVICE

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

26. WARRANTY

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

27. LICENSES, FEES, PERMITS

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

28. INSURANCE

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

29. INDEMNIFICATION

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

30. DEFAULT

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

31. PENALTIES

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

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

32. NON-COLLUSION AGREEMENT

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

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 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.
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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.
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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.

October 5, 2009



STATEMENT OF BID/RFP DECLINE City of Johnson City, Tennessee

NOTE: If you do not intend to respond to this solicitation, complete and return this form on or before the stated deadline to Purchasing Department, P. O. Box 2150, Johnson City, TN 37605 or via facsimile 423/975-2712.

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

Bid/RFP No. # _____
Bid/RFP 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: _____