

REQUEST FOR PROPOSAL

BENEFITS CONSULTANT City of Johnson City, TN



RFP # 5688

Proposal Due Date/Time

February 27, 2013

3:00 PM

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

BENEFITS CONSULTANT
City of Johnson City, TN

GENERAL

The purpose of this Request for Proposal (RFP) is to solicit proposals from qualified firms and proven consultants to provide group health insurance and other welfare benefit program consultation for the City.

The City of Johnson City invites any qualified firms and consultants to respond to this RFP by submitting a proposal with responses consistent with the terms and conditions set forth herein.

The City of Johnson City desires a qualified consultant with demonstrated experience represented by a proven firm. The proven firm must be reputable with established health and welfare benefit consultation experience to organizations similar in size and also have the capability to offer other services, i.e., training and education, enrollment, communication, online/website resources, etc. The firm and consultant must have the capability and experience to: analyze plan utilization; develop solutions with data and predictive modeling resources; make plan recommendations for cost containment or savings; and have experience with federal legislation affecting plans, consumer-driven health plans, stop-loss reinsurance coverage, pharmacy programs, on-site clinics, GASB 45, TPA/ASO negotiations and other employee benefit and welfare programs.

PROPOSAL SUBMISSION

To be considered, Proposers must submit a complete response to this RFP, using the format provided generally below. Proposals must be signed by an official authorized to bind the Proposer to its provisions. Proposals must include a statement as to the period during which the proposal remains valid, but for purposes of this RFP the period must be at least ninety (90) days.

Four (4) copies and one (1) original (so marked) of the proposal response packages 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# 5688 – BENEFITS CONSULTANT**". Proposals are due on or before **3:00 PM EST**, on **February 27, 2013** at which time they will be publicly opened. Firm is responsible for delivery to the City of Johnson City Purchasing Department, P O Box 2150 (37605) or 209 Water Street (37601), Johnson City, TN by the deadline. Late submittals will not be considered.

Proposals must be signed in ink by an authorized person in order to be considered valid. Unsigned offers will not be considered. Telephone or facsimile offers will not be accepted.

The City of Johnson City reserves the right to reject any and all proposals and to waive information, irregularities, and technicalities in the process. The City may negotiate separately

with any source in any manor necessary to arrive at a contract agreement that is in the best interest of the City.

ABOUT THE BENEFITS PLAN AND PROGRAM

The City's group coverage provides health insurance to approximately 1,600 covered city and school eligible retirees, employees and dependents. The health insurance program is outlined below:

- Self-funded, with approximately \$16 million program cost
- BCBST is the TPA/ASO and provides network services and coordinates the PBM which is through Express Scripts
- Stop-loss reinsurance is currently with HML with aggregate and specific coverage
- Health assessment program in place that includes annual health questionnaire, laboratory work, health consultation and intervention
- Diabetes management program in place
- Participates in the Retiree Drug Subsidy
- Applied for Early Retiree Reinsurance Program

SCOPE OF WORK

The selected Benefits Consultant and Firm will:

1. Have predictive modeling and data mining capabilities and resources
2. Recommend modifications to the design, cost (rates), premiums/premium equivalents, and quality of current employee and retiree health insurance plans and programs;
3. Provide timeline, cost analysis and recommendation for complying with the Affordable Care Act
4. Recommend best practices with supporting data and other client comparison for health insurance and benefit welfare programs;
5. Obtain provider agreements for compliance with current federal and state laws or regulations and city agreement compliance requirements;
6. Negotiate with plan providers including, but not limited to, plan design, cost (rates), and quality of services, etc.;
7. Forecast and budget self-funded limits, structure and rates;
8. Perform regular meetings with staff to review plan matrices, performance, cost and provide recommendations utilizing data and predictive modeling resources;
9. Design, implement and administer new and existing programs, including review of plan documents, summary plan descriptions, and benefit structure and development of new benefits;
10. Develop, implement and renew agreements with selected health, welfare, and TPA/ASO providers in accordance with city timelines and requirements and state and federal regulations;

11. Provide information on successful wellness programs and initiatives, including but not limited to program structure, types of programs offered, incentive programs, participant/usage tracking, etc.
12. Obtain stop-loss reinsurance coverage, with no commissions.
13. Provide timely and accurate plan and coverage renewals with supporting data.
14. Regularly and timely communicate changes and proposed changes in state and federal statutes and regulations that may impact the employee and retiree benefit plans and programs. Recommend procedures and/or policies the City should implement to comply with federal and state statutes and regulations.
15. Review and prepare an analysis of all reports submitted by plan providers and TPAs. Make recommendations regarding the format and content of the reports. Recommend additional reports as needed.
16. Have experience with GASB 45.
17. Provide evaluation and information on Retiree Health Savings Accounts, Health Reimbursement Arrangements, and Retiree Medical Savings Accounts
18. Provide research and responses to technical questions posed by City staff.
19. Provide general guidance on items such as trends in benefit plans, “best practices,” methods for improving cost containment, financial arrangements, and administration.
20. Develop and/or assist in developing and evaluating employee and retiree needs and satisfaction surveys, communication materials, flyers, handouts, etc.
21. As requested, provide comparison reports of other employers benefit plans and programs to determine competitiveness.
22. Participate in negotiations with health and welfare providers on matters such as, but not limited to, premium rates, administration rates, stop loss rates, benefit levels, performance standards and guarantees, agreement terms and conditions, quality assurance standards, utilization and performance reports, statistical and/or financial reports, and plan specific data such as medical conditions, prescription drugs, high cost procedures, in-patient data, etc.
23. Maintain full and accurate records with respect to all matters and services provided to the insurance plans and programs. At the request of staff, provide all spreadsheets, assumptions, and calculations upon completion of any project performed on behalf of the insurance plans and programs.
24. Be available to meet and consult with staff as needed.
25. Present information to governing boards as needed.
26. Provide assistance with insurance issues that may arise during the normal course of business and such other services as requested for which the consultant has the technical capability and capacity to render.
27. Be available for an interview as part of the selection process.

CONSULTANT AND FIRM QUESTIONNAIRE

Responses shall be as thorough and detailed as possible to properly evaluate the individual and firm's capabilities to provide medical insurance consultation. To be considered responsive the following must be included with proposal submittal package: :

1. A signed cover letter with demonstration of understanding the scope of services along with detailed contact information of the firm.
2. A written narrative statement of firm to include:
 - a. history of the firm
 - b. the number of years the firm has been in business
 - c. name and bio of principal consultant or founders
 - d. name(s) of assigned consultant(s)
 - e. the size of the firm
 - f. organizational chart
 - g. list top five public (city, county, school) clients and current services provided or contracted for each
 - h. list top five private clients and current services provided or contracted of each
 - i. physical location of firm's headquarters or main offices
 - j. Educational and training resources, i.e., website, newsletters, etc.
3. Regarding the actual consultant(s) or employee(s) representing the firm and assigned to the City, include the following information for each:
 - a. What experience do they have evaluating and recommending self-funded plans and programs?
 - b. What is their experience with determining premium equivalents; funding levels, IBNR, and alternative benefit structures?
 - c. What is their experience with developing, evaluating and implementing Wellness programs? Please give examples and references.
 - d. What is the location of their offices or where will they work from?
 - e. Please provide a contact name and telephone number of those clients for reference checks.
4. Is the firm currently working with any public and private entities in our region? If so, who?
5. What services does the firm contract from another company?
6. For what time period will you guarantee your services, rates and fees?
7. Provide annual fee or base PEPM rate with minimum and maximums, must exclude and be net of commissions. No commissions will be paid through any product or provider.
8. Provide a sample benefits consulting contract.

EVALUATION CRITERIA

Proposals will be evaluated by the City using the following criteria:

1. Qualifications and experience:
 - a. Consultant and firm qualifications, reputation, and relevant experience/clients.
 - b. Educational resources, i.e., website, webinars, newsletters, etc.
 - c. Cost reporting and predictive modeling capabilities.
 - d. Availability to coordinate and lead quarterly meetings.
2. References.
3. Fees.

CONTACTS

Questions regarding the proposal criteria should be addressed to Kevin Bratton, Director of Human Resources at 423-434-6016 or kevinb@johnsoncitytn.org.

Questions regarding proposal procedures may be directed to Debbie Dillon, Purchasing Director, City of Johnson City. Office: 423-975-2717; e-mail: ddillon@johnsoncitytn.org.

SELECTION PROCESS and ACCEPTANCE OF PROPOSAL

Consideration for award will be based upon that Proposer that possesses the qualifications and experience necessary to conduct such a study and both initiate and complete such a study within the desired timeframe determined by the City. All judgment as to skill, experience, staff qualifications shall be determined by the City. Respondents must initially represent themselves solely by their written submittal. The response will be reviewed by the selection committee, and based upon the selection committee's findings, the finalist may be requested to provide additional information or make a presentation to the City. Award of a contract may be made without discussions after proposals are received and reviewed. Proposals should, therefore, be submitted initially on the most favorable terms possible. The City reserves the right to choose the proposal that is in its best interest.

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

The contents of any proposal received shall become contractual obligations upon the execution of the contract by authorized representatives of the City and Proposer.

This request for proposal will neither commit the City to commence this project nor in any way limit the discretion of the City in selecting a proposal or in making any future modifications to the scope of work as determined as necessary throughout this process.

The contract resulting from acceptance of a proposal by the City shall be in a form approved by the City, and shall reflect the requirements in this RFP. The City reserves the right to reject any proposed agreement or contract that does not substantially conform to the specifications contained in this RFP, and which is not approved by the City Attorney's office or other City representatives.

The City shall not be responsible for any costs incurred by the firm in preparing, submitting or presenting its response to the RFP.

ECONOMY OF PREPARATION

Proposals should be prepared simply and economically, providing a straightforward and complete description of services and qualifications to meet city's requirements as outlined in this document. Emphasis should be on completeness and clarity of content.

INCURRING COSTS

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

WITHDRAWAL OF PROPOSALS

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

ACCEPTANCE OF PROPOSAL CONTENT

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

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.

REQUIREMENTS FOR BIDS, REQUEST FOR PROPOSALS AND CONTRACTS

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

RIGHTS AND OPTIONS OF THE CITY OF JOHNSON CITY

The City reserves the following rights and options:

- Determine those proposers who are most qualified.
- Reject any or all proposals for any reason, at its sole discretion.
- 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.

**RFP # 5688 - BENEFITS CONSULTANT
PROPOSAL FORM**

The undersigned hereby offers the following proposal for consideration by the City of Johnson City for Benefits Consultant Services in accordance with the terms, conditions, and requirements contained herein.

*Fees shall be listed on separate sheets attached to this proposal page(s), however, this signed page must be included with return proposal package.

Company: _____

By: _____
(signature of authorized agent)

Name: _____

Title: _____

Address: _____

Phone: _____

Fax: _____

E-mail: _____

Date: _____

PROPOSAL MUST BE SIGNED TO BE VALID



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: _____