

**REQUEST FOR PROPOSAL
JOHNSON CITY SCHOOL ATHLETICS CONTRACT**



CITY OF JOHNSON CITY, TENNESSEE

RFP# 6224

Due Date: May 8, 2018

Due Time: 3:00 PM

**City of Johnson City
Purchasing Department
209 Water Street (37601)
P. O. Box 2150 (37605)
Johnson City, TN
423/975-2715**

REQUEST FOR PROPOSAL
RFP# 6224
JOHNSON CITY SCHOOLS ATHLETICS CONTRACT

The City of Johnson City Schools is requesting proposals for an Athletic Apparel and Sporting Equipment contract for a full range of athletic uniforms and related apparel and footwear for all teams in the Science Hill and Liberty Bell Athletic Departments on an as needed basis as per this proposal.

Scope of Services

This RFP seeks to solicit proposals from qualified vendors interested in providing the service or products specified below. This RFP is a single contract procurement vehicle designed to select a company who can meet the needs of Science Hill and Liberty Bell Athletics, while understanding the current environment and our desired future enhancements.

The response to this RFP will be considered as an offer to contract. Final negotiations on the best offer, if deemed necessary by the Schools, will be conducted to resolve any minor differences and informalities. After final negotiations, an acceptance of any RFP offer may or may not be issued by the Schools.

Johnson City Schools: Science Hill / Liberty Bell is soliciting proposals to enter into a five (5) year mutually beneficial partnership agreement with a qualified and experienced athletic apparel and equipment company to produce a full range of athletic uniforms and related apparel and footwear for all teams in the Science Hill and Liberty Bell Athletic Department on an as-needed basis.

It is the intent to enter into a mutually beneficial partnership with one company/vendor that meets the scope of work outlined below and any other criteria based on positive relationships with similar clients and partnerships.

Sports currently supported by Science Hill :

Men's

Basketball
Cross Country
Track
Soccer
Wrestling
Golf
Football
Swimming and Diving
Baseball
Tennis

Women's

Basketball
Cross Country
Track
Soccer

Softball
 Volleyball
 Golf
 Swimming and Diving
 Wrestling
 Tennis
 Cheer
 Dance

Approximate Number of Student Athletes

Sport	Number on Team	Number of Coaches
Men's Basketball	45	5
Men's Cross Country	30	2
Men's Golf	12	2
Men's Soccer	40	3
Softball	30	4
Volleyball	30	3
Women's Basketball	21	4
Women's Cross Country	30	2
Women's Golf	8	2
Women's Soccer	30	3
Wrestling	45	4
Swimming and Diving	60	4
Tennis	30	2
Baseball	50	6
Track	50	6
Cheer and Dance	45	6
Athletic Support Staff	4	
Athletic Trainers	2	

Quantities

All quantities are estimates only, with no guarantees. Quantities will be ordered based on as needed basis as per contract pricing. Estimated annual spend is \$ 131,000 based on previous contract.

Fixed Price Contract

Contract shall be based on a discount percent off Manufacturers published prices. Rates proposed shall be all inclusive, including, but not limited to shipping costs or other fees. All discounts and rates are fixed for the duration of the contract and are not subject to escalation for any cause, except the retail prices of the items which shall be as stated in the current published Contractor price catalogue. The awarded vendor may update the manufacturer's price list during the contract period on anniversary dates or as issued by the manufacturer to reflect new products, supplier's price changes, and deletion of discontinued products, etc. Vendor shall provide the Schools with copies of price list(s) as issued by the manufacturer and as requested by the Schools. Price decreases or discount increases are permitted and encouraged at any time.

Samples

Samples or demonstrators, when requested by the City, must be furnished free of expense to Science Hill and Liberty Bell and shall be delivered within 10 calendar days of request. Samples will be returned after reasonable examination. Samples should show vendor's name, address, proposal# and item number.

A sample copy of the vendor's agreement must be submitted with the proposal for the City's consideration.

Requirements:

Minimum Requirements

Must be licensed to do business in the State of Tennessee

Must provide catalog(s) and completed fee/pricing schedule signed by an authorized Company Signatory with proposal.

Must have carefully read and understand all parts of the RFP and certify that the proposal is made in accordance therewith.

Specific Requirements

Science Hill and Liberty Bell intends to enter into an agreement for athletic apparel including but not limited to:

- Official game clothing
- Practice gear – shorts, t-shirts
- Competition shoes (will need to be flexible) – cleats, turf, basketball, volleyball, track, golf
- Training and Travel Shoes – turf, tennis shoes, and slides
- Team travel / warm-up suits
- Staff and Coaching gear – shorts, pants, polo shorts
- Coaching shoes - turf, tennis shoes, and slides
- Travel bags
- Socks
- Knee pads, protective gear & accessories, etc.
- Services: screen printing, embroidery, sublimation, etc.
- Athletic equipment

Science Hill and Liberty Bell recognizes that not all vendors may carry all of the items requested. We seek the best offer from each vendor, addressing as many of our outfitting needs as possible while helping Science Hill and Liberty Bell athletics reach its most competitive potential. Multiple contracts may be considered as may be in the best interest of the Johnson City Schools.

All apparel and accessories provided in this RFP must be new. Items which are used, demonstrators, obsolete, seconds, or which have been discontinued are unacceptable.

Submittal items:

A proposal for Apparel to outfit athletic coaches, players, and staff members may include:

- A specific dollar cap and catalogs to determine the offer or, preferably, a team-by-team specific apparel offer to specifically address the needs of our sports programs.
- Description on how your firm plans to provide exclusive uniform and apparel

- supplies for each athletics program, support personnel and support programs.
- Include information on how apparel items would be priced, e.g. a price list of all typical apparel/uniform items along with a description of the product and of the discount from list price that are offered by the bidder.
 - In addition, please provide information relating to the firm's products and describe how Science Hill and Liberty Bell will obtain products on a routine and emergency basis.
 - Include information relating to delivery schedules for products, return policies, warranties, and information on any additional costs (including pricing for screen printing, embroidery and sublimation if necessary). Bidder will have the ability to produce all of the following:
 - Ability to provide high quality competition uniform / game apparel
 - Ability to provide high quality practice apparel
 - Ability to provide high quality travel apparel
 - Ability to provide high quality sideline apparel
 - Pricing of materials, include details of custom, semi-custom, & stock costs.
 - Describe Details of the extent to which provider's products must be used, including minimum acceptable consideration
 - Penalties on the provider for failure to perform/deliver
 - Quality of apparel
 - Annual merchandise allotment to Science Hill and Liberty Bell
 - Initial signing bonus or spending credit to Science Hill and Liberty Bell
 - Ability to provide replacements for all goods on an emergency basis, including details on policies, timing, and availability
 - How availability of all cataloged items will be guaranteed
 - Provide information on those individuals assigned to work with Science Hill and Liberty Bell including their contact information, their role, and a description of their experience in providing support for this type of program. This person will be expected to meet regularly with Athletics to ensure the contract is being effectively met. This person will be responsible for coordinating any marketing and advertising needs.
 - Explain any scholarship programs available and how that program will work.
 - Explain your invoicing and billing procedures and provide a sample invoice and statement

Award Consideration

The firm's marketing and licensing strategies and requirements for authentic equipment and apparel should be outlined for review. Provide information relating to the firm's products and ordering instructions and processing returns on routine and emergency basis. Include your delivery schedule for products (including standard and special sizes). Please include the number of business days to process an order and a return.

Graphic Identity and Trademark Policy. Contractor must adhere to Science Hill and Liberty Bell Trademark Policy. After contract execution, Science Hill and Liberty Bell will exclusively purchase contractor's brand on normal athletics purchasing cycles, but will continue to use existing inventory. If a vendor will be providing a different brand other than that being currently utilized by Science Hill and Liberty Bell (Nike) and wishes to convert existing inventory, contractor will be required to assume all costs necessary for conversion. Please explain your policy on replacement uniforms.

Proposal Format:

Section	Title	Information to be Included
1	Proposal form	Signed Proposal form:
2	Company & Product Information Overview	Vendors must include an overview of the company, particularly as it relates to the proposed services. Provide information on those individuals assigned to work with the Schools including a description of the vendor's experience in providing support for this type of program.
3	Partnership Agreement	Provide an overview of your Partnership Agreement. This overview should address a business direction and partnership. The vendor may include a sample project plan in this section. Clearly define what roles Science Hill and Liberty Bell is expected to participate in this mutually beneficial partnership
4	Ordering/Customer Service	Provide an overview of ordering and customer services. Explain your delivery schedule and return policy. Describe your methodology for identifying new products and services.
5	Cost Proposal	<p>No financial statements are required to be submitted with your proposals; however, prior to an award the Schools may request financial statements from your company.</p> <p>Provide a complete cost proposal which includes:</p> <ul style="list-style-type: none"> • Pricing options – Proposals must include any discounts to Schools off the Manufacturer's Suggested Retail Price (MSRP). • Include tiered or volume discounts and incentives • Indicate if various pricing applies to standard sizes vs. extended sizes.
6	References	Provide three (3) examples of education institutions of our size who have a successful athletic team apparel

		program in place.
7	Practice Gear	Will it be a necessity to use practice gear by your company? Please go over your policy.
8	Contracts, Terms and Conditions	Return completed Acknowledgement of Forms
9	Other	Any other documents/information request in this proposal

Evaluation Criteria

The following is a listing of general and specific criteria used for the evaluation of this RFP.

The areas include, but are not limited to:

General quality of responsiveness from proposer:

- a. Ability to meet all terms and conditions
- b. Completeness and thoroughness of proposal
- c. Grasp of scope of work to be performed
- d. Description of approach to be taken
- e. Evidence of good organizational and management practices
- f. Provide information (names and locations) on those individuals assigned to work with the Schools.
- g. References/Past experience in providing comparable services to other large High Schools.

Specific areas that will be evaluated:

- a. Quality of the proposer's overall proposal content
- b. Inventory availability for vendor's products
- c. Financial proposal, including but not limited to pricing levels, discounts, incentives, customer service plan and delivery schedule proposed.
- d. Marketing and advertising support
- e. Sponsorships
- f. Examples of invoices and billing procedures processes.

References

Provide three similar contract references with return proposal.

Reference #1 – Name of Reference	
Contact Name:	
Phone Number:	
Number of years servicing this account:	
Reference #2 – Name of Reference	
Contact Name:	
Phone Number:	
Number of years servicing this account:	
Reference #3 – Name of Reference	
Contact Name:	
Phone Number:	
Number of years servicing this account:	

COMPLETE AND RETURN WITH PROPOSAL

JOHNSON CITY SCHOOLS ATHLETICS CONTRACT
RFP# 6224
PROPOSER'S INSTRUCTIONS

To be considered, proposers must furnish a complete response to this RFP. Each original proposal must be submitted with five (5) copies (6 total). An official who is authorized to bind the company to its provisions must sign the proposals.

The proposal shall be enclosed in a sealed envelope plainly identified as **RFP# 6224 – Johnson City Schools Athletics Contract** and in the upper left-hand corner with the name and address of the proposer.

Sealed proposals shall be received by the Director of Purchasing, P. O. Box 2150 (37605) or 209 Water Street (37601), Johnson City, TN on or before **3:00 PM, May 8, 2018**, at which time they shall be publicly opened. Late submittals will not be considered. Telephone or facsimile offers will not be accepted.

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

Contact Person(s)

Inquiries about this proposal shall be directed to:

Keith Turner, Director of Athletics,
Science Hill High School
phone: 423-232-2195
email: turnerk@jcschools.org

Questions regarding proposal submission shall be directed to:

Debbie Dillon, Director
Johnson City Purchasing Dept
phone: 423-975-2717
email: ddillon@johnsoncitytn.org

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.

Economy of Preparation

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

Incurring Costs

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

Acceptance of Proposal Content

Proposals to be valid for a minimum period of sixty (60) days from date of receipt by the City

The contents of any proposal received shall become contractual obligations upon the execution of a contract by authorized representatives of both the City and the Proposer. Failure of the successful Proposer to accept these obligations may result in cancellation of the award.

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

The City may negotiate separately with any source in any manner necessary to arrive at a contract agreement that is in the best interest of the City.

RFP Addenda

In the event it becomes necessary to revise any part of this RFP, addenda will be provided to all known proposers who received the original bidding document. Verbal responses shall not be binding.

Contract Award

Contract award, if made, shall be to the most responsible vendor who offers the most responsive proposal. The City reserves the right to choose the proposal that is in its best interest.

Term of Contract

This is a five (5) year contract. Rates contained herein shall remain firm for the term of the contract

Non-Collusion/Conflict of Interest

The Offeror certifies by signing this Proposal, the agent representing all officers, partners, owners, representatives, employees or interested parties of the bidding firm, hereby certifies to the best of his/her knowledge and belief that 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 undersigned, 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 bid. 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 bid/proposal.

Requirements for Bids, Request For Proposals and Contracts

This Proposal, and any response to it, includes the City's "Requirements for Bids, Requests for Proposals, and Contracts, etc." and the "Sealed Solicitations 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 # 62244 - JOHNSON CITY SCHOOLS ATHLETICS CONTRACT

PROPOSAL FORM

The undersigned hereby offers the following proposal for consideration by the City of Johnson City for ATHLETIC APPAREL AND EQUIPMENT FOR SCIENCE HILL AND LIBERTY BELL ATHLETICS in accordance with the terms, conditions, and specifications contained herein.

COST AND RATE proposals shall be offered 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
<http://www.johnsoncitytn.org/purchasing>

SEALED SOLICITATION
GENERAL TERMS AND CONDITIONS
(Read Carefully)

1. ACCEPTANCE, REJECTION AND POSTPONEMENT

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

2. ADDENDA

Addendum's will be issued to all known interested parties and posted on the City's website (listed above). All addenda issued shall become part of the solicitation documents. It is the vendor's responsibility to determine and acknowledge any or all addenda's issued for a solicitation. No addenda will be issued less than two (2) working days prior to the solicitation opening as per TCA, Title 12, Chapter 4, Part 1, as amended

3. AWARD

An award, if made, shall be to the lowest responsible, responsive bidder(s) or best solicitation meeting quality and performance standards as described in the solicitation documents and whose bid/rfp is determined to be in the best interest of the City. The City also reserves the right to award this product/service based on other contracts in-place (state or cooperative contracts), as may be in our best interest.

4. AWARD PERIOD

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

5. BID TABULATIONS/RFP/RFQ RESPONSES

Bid tabulations and RFP/RFQ respondent's lists will be posted and available the next business day on our above website. Select "awarded/opened solicitations".

6. BRAND NAMES

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

7. CONDITION STANDARDS

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

8. CONSTRUCTION DOCUMENTS

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

9. COOPERATIVE PURCHASING:

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

10. DEFAULT

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

11. DELIVERY

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

12. DISCOUNT AND PAYMENT

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

13. EQUAL OPPORTUNITY

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

14. EVALUATION

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

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

Bids and associated documents may be examined at the opening. Only the name of the respondent is read aloud for RFP'S/RFQ'S. All solicitations are closed for review and inspection during the evaluation period, prior to award.

16. FOB (FREE-ON-BOARD) POINT

All prices quoted shall be FOB destination, freight prepaid and allowed unless otherwise stated in the solicitation document. The seller pays and bears the freight charges and owns the goods while they are in transit. Title passes at the designated City location.

17. INDEMNIFICATION

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

18. INSPECTION

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

19. INSURANCE

The contractor shall maintain, at their expense, such insurance as required by the solicitation. Such insurance shall protect the City for claims of damages which may arise during operations under this contract whether such operations be by the Contractor or by any subcontractor or anyone directly or indirectly employed by either of them. Any required insurances shall be maintained for the term of the contract and beyond the term of the contract when so required in the solicitation.

20. IRAN DIVESTMENT ACT OF 2014

Pursuant to the Iran Divestment Act of 2014, Tenn. Code Ann. § 12-12-106 requires the State of Tennessee Chief Procurement Officer to publish, using creditable information freely available to the public, a list of persons it determines engage in investment activities in Iran, as described in § 12-12-105. Inclusion on this list makes a person ineligible to contract with the City of Johnson City; if a person ceases its engagement in investment activities in Iran, it may be removed from the list. The State of Tennessee list is available here: <http://tennessee.gov/generalservices/article/Public-Information-library>

21. LICENSES, FEES, PERMITS

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

22. MULTIPLE ITEM BIDS

The City will determine the successful bidder(s) either on the basis of the individual line items or the total of all items. ALL OR NONE bids must be clearly identified on the bid form and will be considered only if in the City's best interest.

23. NON-COLLUSION AGREEMENT

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

24. PARTS AND SERVICE

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

25. PENALTIES

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

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

26. PRE-BID MEETING ATTENDANCE

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

27. PRICING

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

28. PROPRIETARY/CONFIDENTIAL INFORMATION

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

29. PROTEST PROCEDURE

Any protest to the award of a contract by the City of Johnson City shall be submitted in writing to the Director of Purchasing with a copy to the City Manager and delivered not later than seven (7) calendar days from the date of the city's award decision. Such protest must include a protest bond in the amount of \$350 (cashier's check payable to the City of Johnson City or Cash) submitted to the Purchasing Director before the City will consider the protest. This protest bond will serve as a guarantee by the protester of the validity and accuracy of the protest. If the protest is denied by the City Manager the bond will be retained to cover costs associated with the protest.

30. QUESTIONS

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

31. SAFETY STANDARDS

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

32. SAMPLES

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

33. SEALED SOLICITATION OPENINGS

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

34. SIGNATURE ON BIDS

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

35. SUBMITTAL OF SEALED BIDS/RFP'S/RFQ'S

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

36. TAXES

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

37. TERM OF CONTRACT

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

38. WARRANTY

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

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

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

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

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

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

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

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

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

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

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

without cause. In the event the City terminates with or 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 with or 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. The City, as the owner of real property that is the subject of or in any way connected to any bid, request for proposal, or contract, hereby grants to the successful bidder/proposer/contractor the general management of the real property during the time that work is being performed, and the City agrees to transfer information specified in OSHA regulations at 29 CFR §1926.1203(h)(1), so that TOSHA/OSHA shall treat the successful bidder/proposer/contractor as the host employer when working in confined spaces. This paragraph applies only to those areas where the successful bidder/proposer/contractor has access to and performs work within confined spaces as defined in federal OSHA regulations. The successful bidder shall comply with all federal OSHA and state TOSHA regulations, including those regarding confined spaces.

September, 2017



STATEMENT OF SOLICITATION DECLINE City of Johnson City, Tennessee

NOTE: If you do not intend to respond to this solicitation, please complete and return this form on or before the stated deadline to Purchasing Department, P. O. Box 2150, Johnson City, TN 37605 or via e-mail or fax: purchasing@johnsoncitytn.org; 423-975-2712.

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

Solicitation No.: # _____
Solicitation Name: _____

We, the undersigned, decline to submit on the above bid/proposal for the following reason(s):

- _____ Insufficient time to adequately prepare a response
- _____ Our company does not offer this product or service. Remove us from the vendor list
- _____ Our schedule will not permit us to perform in a timely manner
- _____ We are unable to meet bond requirements
- _____ We are unable to meet insurance requirements
- _____ We are unable to offer comparable product or service
- _____ We are unable to meet specifications (explain below)

We understand that if this statement is not completed and returned, our company may be deleted from the City's solicitation list for this commodity or service.

Company Name: _____
Address: _____
Signature: _____
Telephone: _____
E-mail: _____
Date: _____



**ACKNOWLEDGEMENT OF
REQUIREMENTS FOR BIDS, REQUESTS FOR PROPOSALS, AND
CONTRACTS BETWEEN THE CITY OF JOHNSON CITY**

AND OTHER PARTIES AND THE REQUIREMENTS OF IRAN DIVESTMENT ACT

Name of Solicitation: _____

RFP Number: _____

Name of Proposer: _____

The Undersigned hereby acknowledges that the Proposer has carefully reviewed the Requirements For Bids, Requests for Proposals, and Contracts between the City of Johnson City and Other Parties and the requirements of the Iran Divestment Act (Sealed Solicitations General Terms & Conditions #20), and understands that these documents are considered part of the Contract Documents and all Bids shall be conditioned by the document.

By submission of this proposal, each vendor and each person signing on behalf of any vendor certifies, and in the case of a joint proposal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each vendor is not on the Iran investment activities list created pursuant to T.C.A. § 12-12-106.

**Name of & Title of Signer
(Print or Type):** _____

Signature: _____

Date: _____

Revised November 2016

COMPLETE AND RETURN WITH SOLICITATION PACKAGE