



INVITATION TO BID

CITY OF JOHNSON CITY, TENNESSEE

PURCHASING DEPARTMENT

423/975-2715

Bid Name / Number	WASTE CONTAINERS CONTRACT / #6242
Due Day / Date / Time	Wednesday / July 11, 2018 / 1:00 PM
Bid Location / Mail Address	Johnson City Purchasing Department, Debbie Dillon-Director, 209 Water Street (37601), P O Box 2150 (37605), Johnson City, TN
Bid Contact / Telephone	Phillip Davis (423) 975-2761; pdavis@johnsoncitytn.org or purchasing@johnsoncitytn.org
Bid Issue Date	June 27, 2018
Delivery Location	J C Solid Waste Services, 91 New Street, Johnson City, TN 37601
FOB	Destination, Johnson City, TN
Payment Terms	Net 30

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

ITEM NO.	QTY	DESCRIPTION
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Term contract to provide Waste Containers as per the attached specifications, instructions and price sheet which are an integral part of this bid. The Quantities listed are as estimated for a one year period to be ordered as needed, based on unit prices.

BID SUBMITTALS: (Submit two complete sets of bid package)

- Completed specification checklist
- Product specifications/brochures
- Actual photos showing front, side & rear view of each type container proposed.

SUBMIT TWO COMPLETE SETS OF ENTIRE BID PACKAGE (bid cover sheet, price sheet, completed specifications & PRODUCT LITERATURE).

Specify estimated delivery timeframe after order placement: _____

NOTE: Vendor and product past performance will be a consideration in the bid award.

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

<input type="checkbox"/> Bid signed in ink by authorized company representative	<input type="checkbox"/> Bid prices, extensions and total verified as correct
<input type="checkbox"/> Addenda initialed and returned with bid, if applicable	<input type="checkbox"/> Bid submittals as above

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. Vendor responsible for delivery 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 _____

PRINTED & SIGNED

Address _____

Telephone _____

Fax _____

E-Mail _____

ELECTRONIC RESPONSES ARE NOT ACCEPTABLE FOR THIS BID

BID MUST BE SIGNED TO BE VALID

WASTE CONTAINERS
PRICE SHEET

<u>ITEM</u>	<u>QTY</u>	<u>DESCRIPTION</u>	<u>UNIT COST</u>	<u>TOTAL</u>
FRONT LOADER CONTAINERS:				
1.	25ea	4 Cubic yards	\$ _____	\$ _____
2.	4 ea	6 Cubic yards	\$ _____	\$ _____
3.	60 ea	8 cubic yards	\$ _____	\$ _____
ADDITIONAL LIDS:				
4.	40ea	4 Cubic yards front loader, 36" x 41"	\$ _____	\$ _____
5.	100ea	8 Cubic yards front loader, 36" x 58"	\$ _____	\$ _____
FRONT LOADER CARDBOARD CONTAINERS:				
6.	15 ea	8 Cubic yards	\$ _____	\$ _____
OPTIONAL:				
7.		8 Cubic yards without side doors	\$ _____	
OPEN TOP ROLLOFF CONTAINERS:				
8.	10 ea	10 Cubic yards	\$ _____	\$ _____
9.	5 ea	15 Cubic yards	\$ _____	\$ _____
10.	2 ea	20 Cubic yards	\$ _____	\$ _____
11.	6 ea	30 Cubic yards	\$ _____	\$ _____
12.	1 ea	40 Cubic yards	\$ _____	\$ _____
OCTAGONAL COMPACTOR CONTAINERS:				
13.	1ea	40 Cubic yards	\$ _____	\$ _____
RECYCLE CONTAINERS:				
14.	1 ea	15 Cubic yards	\$ _____	\$ _____
15.	1 ea	20 Cubic yards	\$ _____	\$ _____
16.	2 ea	30 Cubic yards	\$ _____	\$ _____
17.	2 ea	40 Cubic yards	\$ _____	\$ _____
GRAND TOTAL:				\$ _____

COMPLETE AND RETURN WITH BID PACKAGE

WASTE CONTAINERS BIDDERS INSTRUCTIONS

CONTRACT PERIOD

This is a three (3) year contract subject to annual renewal provided all terms and conditions remain unchanged and the vendor is in agreement. Price escalation allowed at time of renewal as per below. Prices contained herein shall remain firm for each annual contract term. The City reserves the right to re-bid at the end of any one (1) year period.

RENEWAL ESCALATION

- Bid prices shall remain firm for each annual contract period.
- Price escalation allowed at time of renewal under the following conditions:
 - (1) price does not exceed 5%
 - (2) written notification of price increase from product source is submitted to the Director of Purchasing prior to contract renewal.
 - (3) increase is a result of supplier source passed through with no labor, transportation or profit allowed.

CONTRACT AWARD:

The City reserves the right to award this contract by individual type containers or on a total basis, whichever is in the best interest of the City.

QUANTITIES

The quantities listed are approximate and as estimated for a one (1) year period. Actual quantities may vary. Delivery will be requested on an as-needed basis over the contract period and will be released in truck load quantities.

PRODUCT ACCEPTANCE:

If any containers received as a result of this contract do not meet all specifications, they will be rejected and returned at vendor expense.

**City of Johnson City
Public Works/Solid Waste Services
Specifications for Waste Containers**

ITB# 6242

Bidder must complete and return this form for the bid to be considered responsive. A check mark shall be placed in the areas of specification agreement. Variations must be clearly identified in the bidder's column. Failure to comply with any part of the bid specifications will not remove that bid from consideration but will indicate a variance on which the City alone will determine the importance to the overall performance of the item and suitability for the intended purpose. Equipment bid is to be new, unused and of the Manufacturer's latest model. Any omission from the specifications shall not relieve the bidder from the responsibility of furnishing waste containers ready for use.

CITY SPECIFICATIONS

BIDDER RESPONSE

FRONT LOADER CONTAINERS

4, 6 & 8 CUBIC YARDS:

All sizes include the following specs

10 gauge bottoms minimum

12 gauge sides minimum

10 gauge pickup sleeves with 7 gauge blunderbuss fork guides
w/gussets top and bottom and no step plate minimum fully welded top
and bottom

Stamped serial number on pickup sleeve

Front and rear sheet to have vertical V crimps

Bump pads shall be 18" tall, 10 gauge steel w/1 1/2 " diameter rounded front

(2) 10 gauge full length bottom channels (2x4) w/end caps

Black single wall lids W/1/2" hinge rods

1 1/2" drain port w/plug minimum

Fully welded seams no-leak

Protective coating (not primer) inside container with a full 8 mil thickness
At the bottom, tapering to 3-4 mils at the top. Outside bottoms plus 3" to 4"
To cover weld seams at bottom of walls

Outside coated with primer and topcoat of Dark Green solvent base with UV resistant
Industrial enamel paint.

1

Company Name: _____

ANSI Z245 compliant.

On side door models – integral side/door track to reduce damage top and bottom

On side door models-(2) 16 gauge metal side “sliding doors” w/ pad lock tabs

On 6yd and 8yd front corner structural angle and rear corner gussets for maximum Container rigidity

FRONT LOADER CONTAINERS FOR CARDBOARD

8 CUBIC YARDS:

Same as above with 5 inch slot in front of container for cardboard placement

Side doors shall be tack welded shut

Please include pricing for cardboard dumpsters without side doors

OPEN TOP ROLLOFF CONTAINERS

10,15,20, 30 & 40 CUBIC YARDS:

Floor: 3/16” steel plate minimum

Cross Members: 3” structural channel on 16” center; 2 gussets per cross Member.

Main Rails: 2” x 6” x 3/16” tubing: with solid bull nose 1 ½” thick steel Minimum.

Cable Hook: 1 ½” hook integrated and welded into substructure

Ground Wheels (4) 8” diameter x 6” long with grease fittings

Nose Rollers 4” diameter x 6” long with recessed grease fittings

Sides/Front 12 gauge steel minimum

Latches: vertical door latch with safety chain

Top Rails: 4”x3”x 11 gauge tubing minimum

Side Ribs: 3” x 5” on 38” centers minimum

Hinges: (3) heavy duty 8” x 8” plate w/ 1-1/2” pin w/grease fitting

Rear Door: 12 gauge steel; floor ride gate w/ “debris guard” plate

Tarp Tie Down: Tarp rods on side, front and door

Paint: primer inside and outside 2.0 mils minimum _____
Exterior paint Dark Green, industrial enamel finish to 2.0 mils _____
minimum _____

Protective Coating: applied to exterior understructure for additional protection _____

ROLLOFF COMPACTOR CONTAINER

40 CUBIC YARDS:
40yd Octagonal compactor receiver container

Capacity 40yd _____

Length- 22' _____

Height- 105" _____

Width -96" _____

Understructure cross members-3" structural channel on 16" centers _____

Gussets – 2 per cross member Minimum _____

Main rails – 2" x 6" tubing ¼" wall, with solid bull nose _____

Pull Hook – 1.5" integrated and welded into sub-structure crossmembers _____

Floor – 3/16" steel plate minimum _____

Wheels (4) 8" dia. X 6" long with recessed grease fittings _____

Sides and front – 3/16" steel plate _____

Sides and top – 10 gauge steel _____

Rear Door – 3/16" steel W/3 point lever latch and safety chain
W/6" formed channel frame _____

Hinges – 3 heavy duty 8" x 8" plate hinges w/1.5" pin and
Grease zerks _____

Heavy duty grab pocket for compactor attachment _____

Ratchet type rear door locking mechanism _____

Fire hose port in top of container

Recycle Containers

15,20, 30 & 40 CUBIC YARDS:

Cable Lift Design

Main Body Design: Rectangle

Style: Barn Style

Load opening options: Single side or Double side
4 openings per side. 15-yard size 2 openings per side.
Opening locations shall be determined when ordered

Doors: Plastic sliding doors.

Hinged Compartment Divider: Each container shall have
a minimum of 1 (one) divider and a maximum of (3) three dividers.
Dividers shall be top hinged with lockable latch pins.

Construction

Sides and front shall be constructed of min 12-gauge steel
With continuous welds.

Floor shall be constructed of min 3/6" steel
With continuous welds.

Cross Members: 3" structural channel on 16" centers.

Side rib supports: 3"x5" channel on 38" centers.

Top rails: 4"x3"x 11- gauge tubing.

Main long sill rails 2"x6"x 3/16" tubing.

Rear door and dividers shall be constructed of minimum 12-gauge steel

Rear door shall have a minimum of (2) 3/16" support tubing.

Rear door shall have (2) heavy duty hinges with grease zerks.

Rear door closure shall be lever type.

Vertical door latch with safety chain.

Chain holder to keep door open during unloading.

8" x 6" wheels front and rear.

4

Company Name: _____

Bull nose: 1.5" thick steel _____

Nose rollers: 4"x 6" rollers w/ grease zerks. _____

Cable hook: 1.5" integrated and welded into the substructure. _____

PAINT

Oxide primer outside 2 mils Minimum _____

Dark green industrial enamel finish 2 mils Minimum _____

Protective coating applied on the exterior understructure
2 mils Minimum _____

RETURN COMPLETED SPECIFICATION SHEETS WITH BID PACKAGE



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

SEALED SOLICITATION
GENERAL TERMS AND CONDITIONS
(Read Carefully)

1. ACCEPTANCE, REJECTION AND POSTPONEMENT

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

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 .ceptable 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: _____