

REQUEST FOR QUALIFICATIONS

SCULPTURAL FOUNTAIN PROJECT



RFQu# 6849

**Submissions due:
May 30, 2025, 4:00 PM (Eastern Time)**

City of Johnson City
Purchasing Department
209 Water Street (37601)
Johnson City, TN

**REQUEST FOR QUALIFICATIONS –
SCULPTURAL FOUNTAIN PROJECT
SUBMITTAL INSTRUCTIONS
RFQu# 6849**

GENERAL

The City of Johnson City Johnson City is seeking a qualified artist or art teams for the commission of a sculptural fountain to be placed in a pond withing a newly developed wetland park in Johnson City in accordance with attached scope of work.

SUBMITTAL PROCEDURE

To be considered, respondents shall submit on or before May 30, 2025 4:00 PM.

Each item listed below must be submitted as a separate document.

Submissions shall include:

- **Submission Form** (MUST BE SIGNED BY ARTIST)
- **Cover Letter/Letter of Intent**
- **Resume**
- **Contact Information for 3 Professional References(at least 2 should be from individual who have commissioned public work from the artist)**
- **Digital Portfolio (10 Digital Images of Previous Artwork)**
 - Include an image list with a thumbnail view of each image submitted-indicate the budget amount and provide a short description next to each thumbnail
- **Insurance Documents**
 - Insurance Checklist:
The insurance checklist shall be signed by either the artist's insurance agent and the artist stating the policies currently held OR signed by the artist stating that he/she will obtain the required insurance policies if awarded the commission
 - General Contract Form:
The Insurance general contract form shall be completed and signed by the artist

Please note: Art teams shall submit qualifications under the name of one lead artist. In the cover letter, the lead artist must indicate that he/she plans to work as part of a team and must list the names of the artist(s) within his/her team. Art teams shall submit at least 10 images of previous artwork, but they may submit up to 10 images for each team member if desired.

Submissions shall be submitted electronically or via mail:

Electronic Submittals:

Documents can be submitted electronically via our Vendor Registration System by clicking this link: [Click Here](#)

This site requires sign up (free option) to utilize.

Mailed Submittals:

If submitting RFQu documents via mail: Submittal shall be enclosed in a sealed envelope plainly identified on the outer envelope with the proposer's name and address, along with "RFQu# 6849- "Sculptural Fountain Project" and delivered or mailed to:

Shipping Address:

City of Johnson City, Director of Purchasing, 209 Water Street, Johnson City, TN 37601

A list of respondents will be available the next business day. It is the Proposer's responsibility to ensure receipt of submittals as specified by the deadline. Late submittals will not be considered and will not be opened. Telephone or facsimile responses will not be accepted.

Submission form must be signed in ink by an authorized representative to be considered valid. Unsigned submittals will not be considered.

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

All contents of qualifications will become the property of the City of Johnson City once reviewed whether awarded or rejected.

The attached insurance checklist (which includes a section for both the Insurance Agent & Artist to fill out) and General Contract Form must be completed and returned with the Documents package. If Artist currently does not meet these insurance requirements but plans to obtain if awarded this project then state so on the checklist. An approved Certificate of Insurance will be required, as specified, prior to award by the City.

The City may wish to make reasonable investigations (as deemed proper at its sole discretion) to determine the ability of the artist to perform the work outlined.

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.

ECONOMY OF PREPARATION

Qualifications 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 QUALIFICATIONS

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

ADDENDA

In the event it becomes necessary to revise any part of this RFQu, addenda will be provided to all known interested parties. No oral interpretations or communication will affect or change in any way the information contained herein.

It is the Proposer's responsibility to assure receipt of all addenda. All Proposer's should contact the City prior to submitting a response to ascertain whether any addenda have been issued. Please check www.johnsoncitytn.org/purchasing for any addenda issued.

TERMS

Payment terms: Half of the total payment at start of the installation and balance upon completion of the project.

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.

ACCURACY OF PROPOSAL INFORMATION

Proposers who submit in their proposal to the City any information which is determined to be substantially inaccurate, misleading, exaggerated, or incorrect shall be disqualified from consideration.

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 RFQu
- " Cancel this RFQu with or without submission of another RFQu.
- " Issue additional solicitations for information and proposals, and conduct investigations with respect to the qualifications of each respondent.

CANCELLATION

Either party may cancel this contract if written notice of intent is given thirty (30) days prior to the cancellation date.

If a Proposer fails to state a time in which their offer must be accepted it is understood and

agreed that the City will have sixty (60) days in which to enter into a contract.

PUBLIC OPENING OF SOLICITATIONS

Join Zoom Meeting

[RFQu 6849 Sculptural Fountain Project Virtual Opening](#)

Meeting ID: 832 7260 4234

Passcode: 364544

If you do not have access to a webcam, or you have no audio with your system, you may call this number to join: (646) 558-8656. Any issues accessing the zoom web meeting please call 423.975.2715 for assistance.

APPENDIX B

1. SCOPE OF WORK ATTACHED

2. INSURANCE CHECKLIST

3. INSURANCE GENERAL CONTRACT FORM

**4. SEALED SOLICITATION GENERAL
TERMS AND CONDITIONS**

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

6. STATEMENT OF BID/RFQ_u DECLINE

REQUEST FOR ARTIST QUALIFICATIONS

SCULPTURAL ART PROJECT

RFQu# 6849

SUBMISSION FORM

The undersigned proposes and agrees, if their Proposal is accepted, to contract with the City of Johnson City to provide services as described herein that meets the requirements of this solicitation.

Name of Artist: _____

Artist's EIN or SSN (Employer Identification Number or Social Security Number):

Address: _____

Telephone: () _____ Fax: () _____

Email address: _____

Printed Name and Title: _____

Signature: _____

Date: _____

THIS FORM MUST BE SIGNED AND RETURNED WITH RFQu TO BE CONSIDERED



SCOPE OF WORK

REQUEST FOR QUALIFICATIONS FOR COMMISSIONED SCULPTURAL FOUNTAIN IN STORMWATER BASIN POND

The City of Johnson City, TN is seeking qualifications from artists or art teams for the commission of a sculptural fountain to be placed in a pond within a newly developed wetland park.

ELIGIBILITY: This opportunity is open to all professional artists over the age of 18 with previous public sculpture experience. Artists must reside within the United States. Refer to the Selection Criteria listed below for additional requirements.

BUDGET: Up to three finalists will be selected to develop concept proposals for this project. The total project budget for the selected commission is not to exceed \$65,000. Finalists who plan to provide both the sculptural component and the water fountain (and include both of these elements in their designs) will receive a \$2,000 honorarium for their proposals. Finalists who plan to provide the sculptural component only will receive \$1,500 for their proposals. The selected artist/art team will be paid \$59,000 (if including both the sculpture and the fountain) and \$44,500 (if including the sculpture only) for the commissioned work. If the fountain component is not included in the selected artist's design, the City will provide an aerating fountain to combine with the sculptural piece. The selected artist/art team will be responsible for own travel costs, materials, housing, and personal liability insurance. Finalists will be required to present their work to City of Johnson City staff via Zoom.

DEADLINE: May 30, 2025 by 4:00 p.m. (Eastern Time)

QUESTIONS: Cheyenne Kumbhare ckumbhare@johnsoncitytn.org 423-975-2706

JOHNSON CITY:

Johnson City, Tennessee is situated in the heart of the Mountain South and Blue Ridge foothills. Abounding in natural beauty and opportunities for recreation and adventure, the city has become a regionally and nationally prominent destination for outdoor enthusiasts. In recent years, Johnson City has also begun to show off its considerable cultural assets, which range widely across the visual and performing arts. The city's public art program has played a critical role in this development. For the last decade, the Johnson City Public Art Committee has been enhancing the distinctiveness and livability of the community through arts installations and annual events freely accessible to all.

At a population of 73,000 and counting, Johnson City is primed for tremendous opportunity as it cultivates its reputation as a regional leader in sustainable growth. Preserving our cultural and historical roots, evaluating present opportunities, and investing in a diverse future are at the forefront of this vibrant city.

Johnson City's historic downtown district is an energetic hub of day-round activity and a major draw for locals and visitors alike. Downtown is home to an array of local restaurants, breweries, retailers, parks, public art, community events, and 360° mountain views. In the downtown area, the community values of honesty, authenticity, and meaningful connections are activated to welcome current, new, and potential residents and visitors.

THE PURPOSE OF THE STORMWATER BASIN / WETLAND PARK PROJECT:

As part of the redevelopment of the West Walnut Street corridor, a business district between East Tennessee State University and downtown Johnson City, a former business complex was demolished to accommodate a new park designed to alleviate flooding and improve water quality. Storm related flooding is a major concern for area residents and business owners in this area. This project, with a primary goal of stormwater mitigation and storage, will capture surface water, treat it efficiently and discharge it into Brush Creek. As Brush Creek is an impaired stream with causes such as E. coli and sedimentation/siltation, the infusion of treated surface water will be beneficial to the overall water quality of the creek.

Storm ponds will be created for water storage within the park, and pollutants in the ponds will be minimized with the addition of forebays, wet pond aeration, and bio-retention planting. The transformation of this area will reduce the amount of impervious surfaces and thus mitigate flooding, and it will increase the amount of pervious spaces with natural drainage systems that emphasize natural topography and native vegetation.

This project is part of a regional approach to stormwater management that will greatly improve the hydrology, habitat structure, and water quality of this section of Brush Creek and the surrounding area, including the larger corridor and adjacent neighborhoods.

ABOUT THE WETLAND PARK DESIGN:

The new wetland park will provide the community with a tranquil retreat in the middle of an urbanized area, offering a moment for reflection on both nature and art. It will include rain gardens and landscaping beds, shade trees, a pond and wetland areas, stone channels, walkways, plazas that overlook the pond, an art market area, public artworks, and artistic landscaping. The park will have a positive impact on water quality and overall ecology of the surrounding area, offer a peaceful green space where residents and visitors can enjoy the beauty of our natural environment and its intersection with public art, and educate our community about the benefits of green infrastructure.

The park is intended for a variety of users. It can be enjoyed by people of all ages, those who are passing through or would prefer a pleasant spot to linger, and those with limited mobility. The seating areas and plazas will accommodate small group gatherings and are also ideal for individual use.

Interpretive signage will be included throughout the park to provide more information on the ecological restoration of the site and the important role that stormwater management plays in maintaining good water quality.

PROJECT DESCRIPTION:

The City of Johnson City is seeking a sculptural fountain design that celebrates ecological restoration, biodiversity, and the return of a tranquil, natural oasis in the midst of a busy urban corridor. The fountain is also intended to serve a functional purpose in aerating the pond in which it will be placed, improving water quality and the health of aquatic life. Artists will have the option to provide either both the sculptural component and the fountain or the sculptural component only. If only the sculpture is provided, the City will select a fountain and will work with the artist to place it along with the sculpture. Artists who include the fountain must offer an aerating fountain as opposed to a decorative fountain, or include a combination of the two.

The sculptural component of the fountain may either be designed around a separate aerating water fountain, or the sculpture may include channels, crevasses, etc. where all or some of the streams of water pass through. The artist may contract with another agency for the design and fabrication of the fountain component if needed, but all

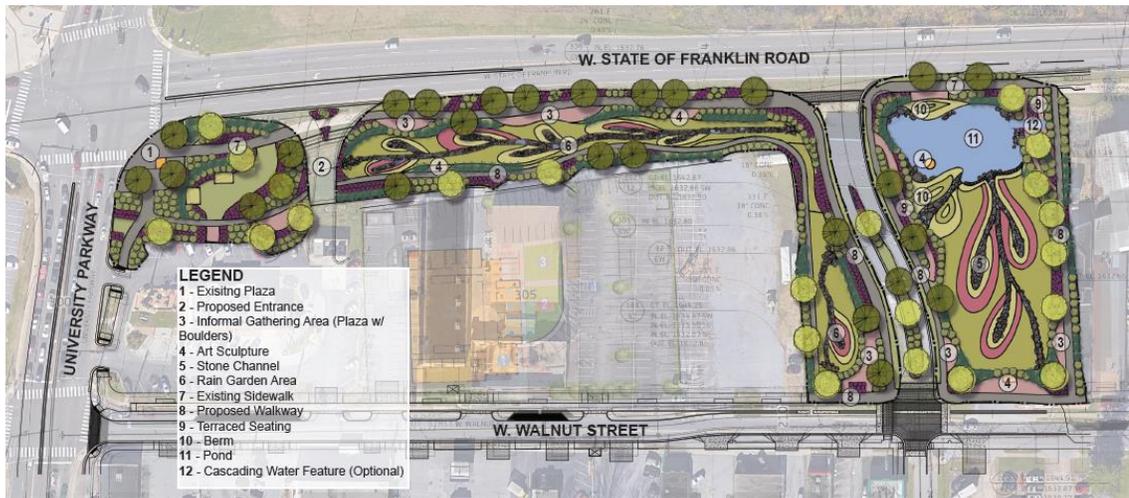
aspects of the sculptural fountain must be covered by the budget amount provided for this project.

The artist will be responsible for providing a recommended plan for lighting, but the City will manage the lighting installation, and it will not be included in the budget for this project. The park will be open 24 hours per day, and the fountain will also be visible from a heavily trafficked road at night, so the fountain must be highly visible during both the day and night. The sculpture should not have any fragile components and should be resistant to vandalism. It should be a substantial, durable and long-lasting piece. It is intended to be one of the main attractions within the park, creating a strong presence that draws pedestrians to the area and engages viewers.

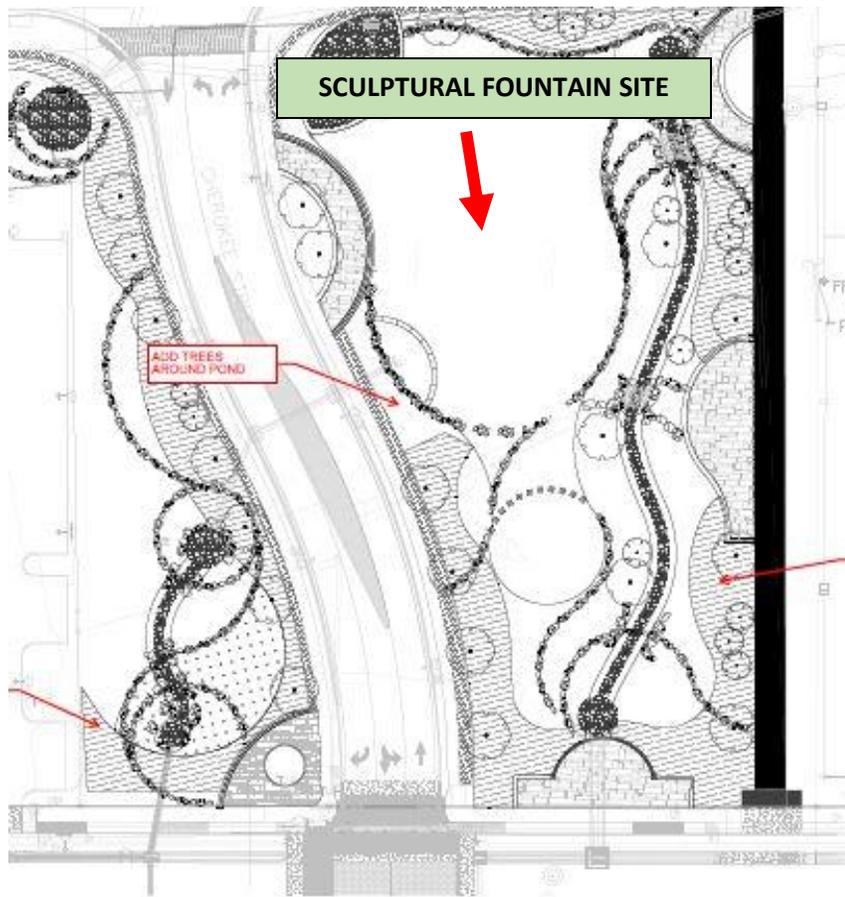
The pond will be fed by water from a spring that once belonged to one of the first families to settle in the Johnson City area. Through natural water filtration and erosion control in the wetland park, the water flowing through this area is expected to be greatly improved, thereby creating an environment where more wetland species may thrive. Shade trees will also be planted along the waterways, cooling the water temperature and providing more oxygen to sustain aquatic life. After this period of ecological restoration, it is hoped that indicator species such as frogs, salamanders, turtles, and waterbirds such as the Great Blue Heron will occupy this area, signifying positive changes in the overall health of the natural environment. The fountain design should be inspired by this narrative and should in turn inspire the viewer to reflect upon the importance of water quality in our community. After the fountain is installed, the City of Johnson City will provide interpretive signage to highlight the ways in which the artwork design connects to this narrative/theme.

The selected artist will be responsible for providing design, fabrication and installation. The artist will coordinate with the City of Johnson City Public Works Department on installation. City crews will provide on-going maintenance and cleaning. In the qualifications statement, the artist shall demonstrate previous experience with installed pieces, similar in style and scale to this project. Three finalists will be selected to provide a more detailed proposal, including design concept, budget information and a maintenance plan.

SITE MAP/LOCATION:



Preliminary sketch of the wetland park space (elements subject to change)



Current plans with artwork site identified

SELECTION CRITERIA:

The City of Johnson City will review the qualifications of applicant artists and will select three finalists. Their selections will be based on the following criteria:

- Artistic excellence as demonstrated in 10 digital images of the artist(s) previous work
- Experience in design and installation of projects of a similar type and scale
- Experience working in community settings
- Willingness to meet all contractual guidelines
- The use of content appropriate for all audiences

SUBMISSION GUIDELINES:

Submissions shall include the following:

- Cover letter/letter of intent
- Artist's resume
- Digital portfolio (10 digital images of previous artwork)
 - Include an image list with a thumbnail view of each image submitted – indicate the budget amount and provide a short description next to each thumbnail
- Contact information for 3 professional references (at least 2 should be from individuals who have commissioned public work from the artist)

PROJECT SCHEDULE:

Deadline for Application: May 30, 2025 by 4:00 PM EST

Notification of Three Finalists: June 13, 2025

Finalist Proposals Due: July 11, 2025

Final Artist Selection: July 18, 2025

The sculpture installation will take place by August 31, 2026.

Installation will be scheduled in consultation with the City of Johnson City Public Works Department. When submitting your RFQu, please confirm that you can work within the timeframe noted above.

INSURANCE CHECKLIST

(Stormwater Basin Pond - Sculptural Fountain)

REQUIRED COVERAGE (marked by "x")

MINIMUM LIMITS

- 1. Worker's Compensation (proprietor/partners/executive officers exclusion not allowed) Statutory limits of Tennessee and Employer's Liability \$100,000/accident, \$100,000/disease, \$500,000/disease policy limit
- 2. Commercial General Liability (including Premises/Operations) \$1,000,000 CSL BI/PD each occurrence, \$1 Million annual aggregate
- 3. Automobile Liability & Owned/Hired/Non-Owned Vehicles \$500,000 BI/PD each accident, Uninsured Motorist
- 4. Independent Contractors \$1,000,000 CSL BI/PD each occurrence, \$1 Million annual aggregate
- 5. Products/Completed Operations \$1,000,000 CSL BI/PD each occurrence, \$1 Million annual aggregate
- 6. Contractual Liability \$1,000,000 CSL BI/PD each occurrence, \$1 Million annual aggregate
- 7. Personal and Advertising Injury Liability \$1,000,000 each offense, \$1 Million annual aggregate
- 8. Umbrella Liability \$1 Million Bodily Injury, Property Damage and Personal Injury
- 9. Per Project Aggregate
- 10. Professional Liability \$1 Million per occurrence/claim
 - a. Architects and Engineers \$1 Million per occurrence/claim
 - b. Asbestos Removal Liability \$2 Million per occurrence/claim
 - c. Medical Malpractice \$1 Million per occurrence/claim
 - d. Medical Professional Liability \$1 Million per occurrence/claim
- 11. Miscellaneous E & O \$1 Million per occurrence/claim
- 12. Motor Carrier Act End. (MCS-90) \$1 Million BI/PD each accident, Uninsured Motorist
- 13. Motor Cargo Insurance
- 14. Garage Liability \$1 Million Bodily Injury, Property Damage per occurrence
- 15. Garagekeepers Liability \$500,000 Comprehensive, \$500,000 Collision
- 16. Inland Marine-Bailee's Insurance \$ _____
- 17. Moving and Rigging Floater Endorsement to CGL
- 18. Dishonesty Bond \$ _____
- 19. Builder's Risk/Installation Floater Provide coverage in the full amount of contract
- 20. XCU Coverage Endorsement to CGL
- 21. Carrier Rating shall be Best's Rating of B++V or better or its equivalent
- 22. Notice of cancellation, non-renewal or material change in coverage shall be provided to City at least **30 days** prior to action. Worker's Compensation and/or non-payment of premium - notification may be **10 days** prior to action.
- 23. The City of Johnson City shall be named as Additional Insured on all policies except Worker's Compensation and Professional Liability. **Per Acord 25 (2009/01), policies must be endorsed to incl. on-going & completed operations; must submit copy of endorsement(s).** (Cert. Holder: City of Johnson City, Attn: Purchasing, P.O. Box 2150, Johnson City, TN 37605. Email: purchasing@johnsoncitytn.org.)
- 24. Certificate of Insurance shall show project number or other contract identifier used by the City.
- 25. OTHER INSURANCE REQUIRED: _____

INSURANCE AGENT'S/BROKER'S STATEMENT:

I have reviewed the above requirements with the bidder named below. The bidder has coverage with this agency for all of the areas marked with the exception of the following numbers:

Comments: _____

- Is Professional Liability excluded under General Liability? Yes _____ No _____
- Is Contractual Liability excluded under Comm. General Liability? Yes _____ No _____
- Is Independent Contractors excluded under Comm. General Liability? Yes _____ No _____

Carrier ratings: Insurer A _____; Insurer B _____; Insurer C _____; Insurer D _____

AGENCY NAME: _____ AUTHORIZED SIGNATURE: _____

Date: _____

CONTRACTOR'S STATEMENT:

I have reviewed the above requirements with my insurance agent(s) and, if awarded a contract, will provide all coverage marked.

CONTRACTOR'S NAME: _____ AUTHORIZED SIGNATURE: _____

Date: _____ AUTHORIZED (Printed): _____

Bid Number: _____

Bid or Project Name: _____

This form and the General Contract Form must be signed and returned with the bid package (if applicable). The Certificate of Insurance must be provided to Purchasing prior to contract award.

GENERAL CONTRACT FORM

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

INSURANCE

Review this section carefully with your insurance agent or broker prior to submitting a bid or proposal. See Insurance Checklist (part of the Bid Forms) for specific coverage applicable to this contract. The term “Contract” as used in this section shall mean the Agreement covering the work that is entered into between the City of Johnson City, Tennessee and the Contractor.

1. General Insurance Requirements:

1.1 The Contractor shall not start work under this contract until the Contractor has obtained at its own expense all of the insurance called for hereunder and such insurance has been approved by the City; nor shall the Contractor allow any subcontractor to start work on any subcontract until all insurance required of the subcontractor has been so obtained and approved by the Contractor. Approval of insurance required of the Contractor will be granted only after submission to the Director of Purchasing of original, signed Certificate(s) of Insurance, General Contract Form, and Insurance Checklist or, alternately, at the City’s request, certified copies of the required insurance policies.

1.2 No acceptance and/or approval of any insurance by the City shall be construed as relieving or excusing the Contractor, or the surety, or its bond, from any liability or obligation imposed upon either or both of them by the provisions of the Contract Documents.

1.3 The City of Johnson City (including its elected and appointed officials, agents, and employees) is to be named as an additional insured under all coverage except Worker’s Compensation and Professional Liability and the Certificate of Insurance or the certified policy, if requested, must so state. Coverage afforded under this paragraph shall be primary as respects the City, its elected and appointed officials, agents and employees. The following definition of the term “City” applies to all policies issued under the contract:

“The City of Johnson City, Tennessee together with all of its various departments, bureaus, and agencies, as well as any affiliated or subsidiary board, committee, or authority, including but not limited to the City of Johnson City, Dept. of Education (A.K.A “Johnson City Schools”).”

1.4 The contractor shall provide insurance as specified in the Insurance Checklist contained in this document. In the event that Contractor obtains insurance coverage that is broader than the minimum required by this Agreement, this Agreement shall be deemed to require the broader coverage, including but not limited to any greater limits and any excess or umbrella coverages.

1.5 The Contractor covenants to save, defend, hold harmless and indemnify the City of Johnson City, Tennessee together with its various departments, elected or appointed officials, employees, officers, counsel, agents, and any and all other persons or entities acting on behalf of the same (collectively the City) from and against any and all claims of any sort based upon any theory of liability whatsoever, for any and all harm, loss, damage, injury, cost (including court cost and attorney fees) charges, or other liability of any nature whatsoever, however caused, resulting from or arising out of or in any way connected with the contractors performance or non-performance of the terms of the contract documents or its obligations under the contract based upon any theory of liability whatsoever, including claims brought by third persons, and further covenants to discharge all of the aforesaid persons and entities and forever hold them harmless from the same. The foregoing obligation to indemnify and defend shall continue in full force and effect after the aforesaid contractor completes all of the work required under the contract, until such time as the applicable statutes of limitation or repose have expired.

1.6 The Contractor shall be responsible for the work performed under the Contract Documents and every part thereof, and for all materials, tools, equipment, appliances, and property of any description used in connection with the work. The Contractor assumes all risks for direct and indirect damage or injury to the property or persons used or employed on or in connection with the work contracted for, and of all damage or injury to any person or property wherever located, resulting from any action, omission, commission, or operation under the Contract, or in connection in any way whatsoever with the contracted work, until final acceptance of the work by the City.

1.7 Insurance coverage required in these specifications shall be in force throughout the Contract Term. If the Contractor fails to provide acceptable evidence of current insurance within ten days of written notice at any time during the Contract Term, the City shall have absolute right to terminate the Contract without any further obligation to the Contractor and the Contractor shall be liable to the City for the entire additional cost of procuring performance by another vendor and the cost of performing the incomplete portion of the Contract at time of termination. **Contractor** is required to provide the City with notice of cancellation, non-renewal, or material change in coverage at least thirty (30) days prior to cancellation, non-renewal, or material change in coverage.”

1.8 Contractual and other liability insurance provided under this Contract shall not contain a supervision, inspection or engineering services exclusion that would preclude the City from supervising or inspecting the project as to the end result. The Contractor shall assume all on-the-job responsibilities as to the control of persons directly employed by it and of the subcontractors and any persons employed by the subcontractor.

1.9 Nothing contained in the specifications shall be construed as creating any contractual relationship between any subcontractor and the City. The Contractor shall be as fully responsible to the City for acts and omissions of the subcontractors and of persons employed by them as it is for acts and omissions of persons directly employed by the Contractor.

1.10 Precaution shall be exercised by the Contractor at all times for the protection of persons (including employees) and property. All existing structures, utilities, roads, services, trees and shrubbery shall be protected against damage or interruption of service at all times by the Contractor and its subcontractors during the term of the Contract, and the Contractor shall be

held responsible for any damage to property occurring by reason of its operation on the property.

1.11 If a Contractor cannot meet the insurance requirements contained in a bid, proposal, or project description, alternate insurance coverage may be considered. Written requests for consideration of alternate coverage must be received by the Director of Purchasing at least ten working days prior to the date set for receipt of bids or proposals. If the City denies the request for alternate coverage, the specified coverage will be required to be submitted. If the City permits alternate coverage, an amendment to the Insurance Requirement will be prepared and distributed prior to the time and date set for receipt of bids or proposals.

1.12 All required insurance coverage must be acquired from insurers authorized to do business in the State of Tennessee, and acceptable to the City. The insurers must also have policyholders' rating of "B++" or better, and a financial size of "Class V" or better in the latest edition of Best's Insurance Reports, unless the City grants specific approval for an exception in the same manner as described in 1.11 above.

1.13 The City may consider deductible amounts as part of its review of financial stability. The Contractor shall assume all deductibles.

2. Contractor's Insurance – Occurrence Basis:

2.1 The Contractor shall purchase the following insurance coverage, including the terms, provisions and limits shown in the Checklist:

- **Commercial General Liability** – The Commercial General Liability policy shall include any or all of the following as indicated on the Checklist:
 - i. General aggregate limit is to apply per project;
 - ii. Premises/Operations;
 - iii. Action of Independent Contractors;
 - iv. Completed Operation Liability Insurance shall be provided for a period of at least two years after completion of the project;
 - v. Contractual Liability including protection for the Contractor from claims arising out of liability assumed under this contract;
 - vi. Personal Injury Liability including coverage for offenses related to employment;
 - vii. Explosion, Collapse, or Underground (XCU) hazards;
 - viii. Contractor's Pollution Liability.
- **Business Automobile Liability** including coverage for any owned, hired, or non-owned motor vehicles, Uninsured Motorists insurance, and Automobile Contractual Liability.

- **Worker's Compensation** – statutory benefits as required by the State of Tennessee, or other laws as required by labor union agreements, including standard Other States coverage; Employers' Liability coverage.

3. Commercial General or other Liability Insurance – Claims-made Basis:

If Commercial General or other liability insurance purchased by the Contractor has been issued on a claims-made basis, the Contractor must comply with the following additional conditions. The limits of liability and the extensions to be included as described in the Checklist remain the same. The Contractor must either:

- i. Agree to provide certificates of insurance evidencing the above coverage for a period of three years for Professional Liability; two years for CGL and other Liability, after final payment for the contract. Such certificates shall evidence a retroactive date, no later than the beginning of the Contractors or subcontractors' work under this contract, or
- ii. Purchase an extended (minimum three years for Professional Liability; two years for CGL and other Liability) reporting period endorsement for the policy or policies in force during the term of this contract and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance or a copy of the endorsement itself.

4. Alternative Coverage (Self Insurance)

Notwithstanding any of the above, the Contractor may satisfy its obligations under this section by means of self-insurance for all or any part of the insurance required, provided that the alternative coverage is acceptable to the City.

5. Limits of Liability Coverage

Specific limits of liability coverage on the Insurance Checklist may be adjusted according to project risk if the adjustment is deemed appropriate and the amended amount is approved by the City Manager.

6. Verification of Compliance

I have read this General Contract Form and agree to all the terms and conditions contained therein.

Contractor's Name: _____

EIN or SSN: _____

Authorized Representative (Printed): _____

Authorized Representative (Signature): _____

Title: _____

Date: _____

This form and the Insurance Checklist must be completed and returned with Certificate of Insurance, as specified, prior to contract award.



SEALED SOLICITATION GENERAL TERMS AND CONDITIONS
Read Carefully - if applicable or unless specifically noted otherwise in the solicitation documents

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/rfps/rfqs, to waive informalities and to accept the bid/rfp/rfq judged to be in the best interest of the City.

2. ADDENDA

Addenda 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 all addenda issued for a solicitation. No addendum will be issued less than two (2) working days prior to the solicitation opening as per TCA § 12-4-01, 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 no later than the next business day on our above website. Select "awarded/opened solicitations". Award recommendations, when ready, will also be posted there.

6. BRAND NAMES

By referencing a brand name as "or approved 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. 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. COOPERATIVE PROCUREMENT BY OTHER GOVERNMENTS "PIGGYBACK"

Other governmental entities in Tennessee may purchase goods and services under the same terms as Johnson City's contracts or agreements as per T.C.A. § 12-3-1203. Johnson City does not accept any responsibility or involvement in this use by other public agencies.

9. DEFAULT

In case of contractor default or failure to provide material or service according to the solicitation, the City may cancel the 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.

10. 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.

11. EVALUATION

Bids/RFPs/RFQs will be evaluated according to the criteria set forth in the solicitation with the degree of importance determined by the City.

12. EXAMINATION OF BIDS/RFPs/RFQs

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.

13. 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.

14. 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.

15. 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.

16. IRAN DIVESTMENT ACT

Pursuant to Tenn. Code Ann. § 12-12-110 a person that is identified on a list created pursuant to § 12-12-106, as a person engaging in investment activities in Iran as described in § 12-12-105 shall be ineligible to contract with any political subdivision of this State.

17. 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.

18. MULTIPLE ITEM AWARD

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.

19. NON-BOYCOTT OF ISRAEL ACT

Pursuant to the Non-Boycott of Israel Act Tenn. Code Ann. § 12-4-119 requires that contracts of \$250,000+ to suppliers with 10 or more employees must certify that to the best of its knowledge and belief they are not boycotting Israel pursuant to Tenn. Code Ann. § 12-4-119 and will not during the full term of any award.

20. 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. "Collusive bidding" refers to agreements and/or communications by vendors submitting bids/proposals to cooperate for the purpose of manipulating the competitive solicitation process. 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. In the event the City of Johnson City identifies a vendor or vendors engaged in collusive bidding, the City of Johnson City may reject future submissions from identified vendor or vendors and/or prohibit future submissions from the same. 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.

21. 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.

22. PAST PERFORMANCE

Vendor's past performance may be a consideration in the awarding of this contract.

23. 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.

24. PRICING

All pricing must appear in the spaces provided on the city's form.. Any changes or corrections by the bidder/proposer must be initialed by the person signing. 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 the bid opening. Obvious mistakes will be given special consideration upon receipt of written request and full disclosure or evidence regarding pricing error.

25. 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 and any information marked as confidential will be reviewed for compliance.

26. 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 (T.C.A. § 12-3-514), as amended. Such protest must include a protest bond in the amount of \$350 (cashier's check payable to the City of Johnson City) 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.

27. QUESTIONS

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.

28. SAFETY STANDARDS

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

29. SAMPLES

Samples, if required, 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.

30. 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.

31. SIGNATURES

When submitting a solicitation, other than electronically, the bid/proposal 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, digital signatures are allowed. 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.

32. SUBMITTAL OF SEALED BIDS/RFPS/RFQS

Any forms furnished by the city shall be completed and returned as specified in the solicitation, otherwise response may be considered as non-responsive. TELEPHONE, FACSIMILE OR E-MAIL RESPONSES WILL NOT BE ACCEPTED. Electronic receipt of bids/proposals is acceptable for those **eligible for online submittal** at: <https://vrapp.vendorregistry.com/Vendor/Register/Index/johnson-city-tn-vendor-registration>. **Paper submittals 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. Any document superfluously provided and not requested in the solicitation document may not be considered.

33. 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.

34. 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.

35. 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, 209 Water Street, Johnson City, TN 37601 or via e-mail: purchasing@johnsoncitytn.org . If you do not offer this product/service please remove from your vendor profile.

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

Solicitation No.: # _____

Solicitation Name: _____

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

- _____ Insufficient time to adequately prepare a response
- _____ Our company does not offer this product or service.
- _____ 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: _____