

**REQUEST FOR QUALIFICATIONS**  
**BUFFALO STREET MURAL PROJECT**



**RFQ# 2024-33**

**Submissions due:**

**August 30, 2024, 4:00 PM (Eastern Time)**

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

**REQUEST FOR QUALIFICATIONS–  
BUFFALO STREET MURAL PROJECT  
SUBMITTAL INSTRUCTIONS  
RFQ# 2024-33**

**GENERAL**

The City of Johnson City Johnson City Public Art Committee is seeking a qualified artist or art team for the commission of a mural to be located on Buffalo Street in Johnson City in accordance with attached scope of work.

**SUBMITTAL PROCEDURE**

To be considered, respondents shall submit on or before August 30, 2024 4:00 PM. Each item listed below must be submitted as a separate document.

Submissions to include:

- **Submission Form** (MUST BE SIGNED BY ARTIST)
- **Cover Letter**
- **Resume**
- **Contact Information for 3 Professional References**
- **10 Images of Previous Artwork** (COMBINE IN ONE PDF FILE IF SUBMITTING ELECTRONICALLY)
- **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, via mail or emailed:

**Emailed Submittals:** purchasing@johnsoncitytn.org

**Electronic Submittals:**

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

[link](#) . . This site requires sign up (use Agency free option) to utilize-contact Purchasing@johnsoncitytn .org if you need help registering .

**Mailed Submittals:**

If submitting RFQ 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 "RFQ # 2024-33- Buffalo Street Mural Project" and delivered or mailed to:

Shipping Address: 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. Emailed responses are acceptable.

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 "ITQ 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 RFQ, 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](http://www.johnsoncitytn.org/purchasing) for any addendum's 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 RFQ.
- " Cancel this RFQ with or without submission of another RFQ.
- " 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 60 days in which to enter into a contract.



## **SCOPE OF WORK**

### **REQUEST FOR QUALIFICATIONS FOR MURAL PROJECT IN JOHNSON CITY, TN**

**The Public Art Committee of Johnson City, TN is seeking qualifications from artists or art teams for the commission of a mural to be located at 700 Buffalo Street in downtown Johnson City.**

**ELIGIBILITY:** This opportunity is open to all professional artists over the age of 18. Applicants must reside within the United States.

**BUDGET:** Up to three finalists will be selected to develop design concepts for this project. The total project budget for the selected commission is \$27,000. Finalists will be paid a \$500 honorarium for their designs. The selected artist(s) will be paid \$25,500 for the commissioned work. The three finalists will be required to present their proposals to the Selection Committee via Zoom. The selected artist(s) will be responsible for own travel costs, materials, housing, and personal liability insurance when installing the mural. The selected artist(s) will also be responsible for applying an appropriate primer, UV sealant, and anti-graffiti coating to the walls/mural surface. The City of Johnson City will pressure wash the walls and attend to any necessary repairs prior to the installation.

**DEADLINE:** August 30, 2024 by 4:00 p.m. (Eastern Time)

**QUESTIONS:** Cheyenne Kumbhare [ckumbhare@johnsoncitytn.org](mailto:ckumbhare@johnsoncitytn.org) 423-975-2706

## **ABOUT 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.

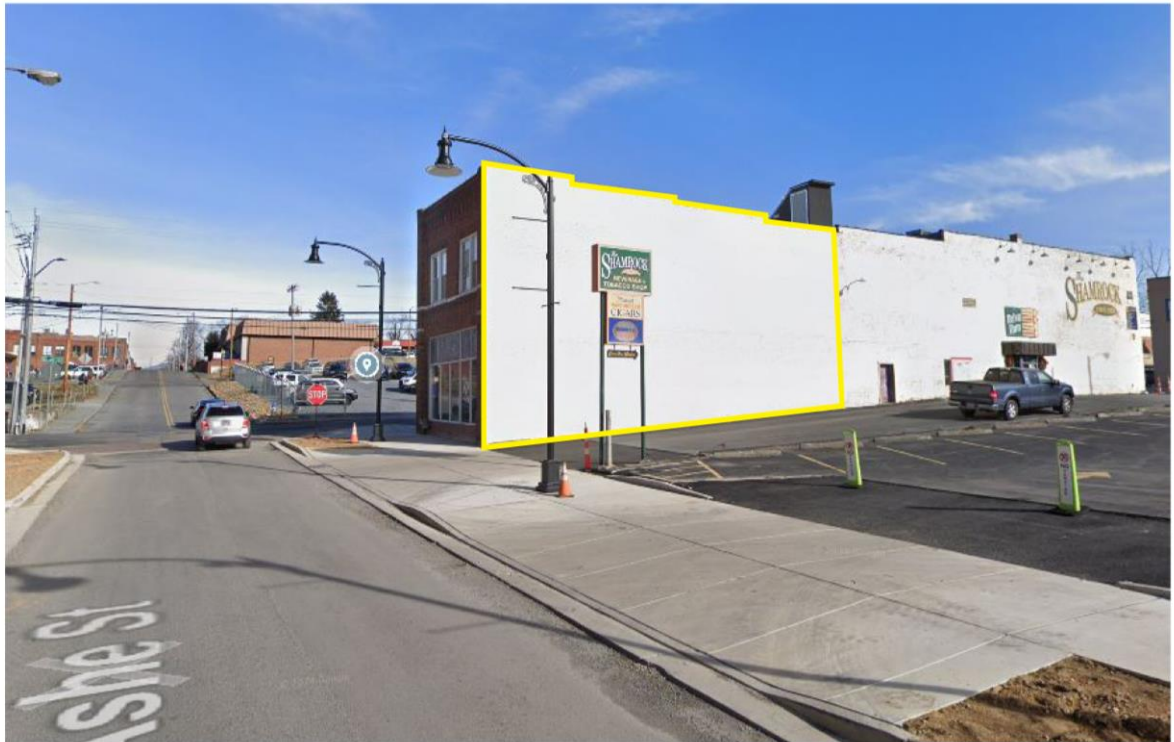
At a population of 73,000 and counting, Johnson City is primed for tremendous opportunity as it cultivates its reputation as a regional leader in sustainable growth. Preserving our cultural and historical roots, evaluating present opportunities, and investing in a diverse future are at the forefront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

## **PROJECT DESCRIPTION**

The Johnson City Public Art Committee has invested in several murals aimed at celebrating the community's distinctive identity, rich cultural history, and reverence for our shared home in Northeast Tennessee. One of the most recent additions to the mural program highlights regional artists' important and ongoing contributions to American music and craft. Continuing in this vein, the Committee is launching a new mural that will focus on our community's dynamic tradition of oral and written literature and their vivid, vernacular forms of storytelling. The mural project encourages artists to explore the intersection of word and image through engagement with local poetry. A diverse selection of poems, composed by three different modern and contemporary poets local to the region, are provided for inspiration (included in "Appendix" section). Artists are free to work with any number of the poems that resonate with them. Visual responses to the poetic text do not need to be literal or illustrative. Artists are encouraged to borrow freely, even impressionistically, from the poems. Text may be incorporated into the composition, but this is not required. The Committee hopes that the resulting mural will resonate with the poetic legacy of our region, excite viewers' imaginations, and foster pride in our community.

MURAL SITE



(Mural site within yellow outline)



**View the wall on Google street view:**

<https://www.google.com/maps/d/u/0/edit?mid=1ojOjbZDiNPRaRa8thcr0paC4Jej25vc&usp=sharing>

**(The wall is on the back of the building and faces a parking lot adjacent to Ashe St.)**

The mural site is located on the back wall of a downtown business and faces a parking lot adjacent to Ashe Street. The site is located within the W. Walnut corridor, an area that is currently undergoing redevelopment. There is a fair amount of vehicular traffic at the mural site, though there is also frequent foot traffic. Foot traffic is likely to increase in the future as plans for redevelopment include pedestrian and bike-friendly components ranging from East Tennessee State University to downtown Johnson City.

The wall is painted brick and approximately 60' x 30' (view image above for detailed measurements). The top of the wall is tiered, starting at a higher elevation on the left side of the wall and dropping to a lower elevation on the right side. The mural will cover only the section of the wall outlined in yellow in the images above.

## **SELECTION CRITERIA**

A Public Art Selection Committee will review the qualifications of applicant artists and make recommendations to the Johnson City Public Art Committee. The Selection Committee includes artists, arts advocates, curators, administrators, project partners, and other arts and community development specialists. Their selections will be based on the following criteria:

- **Artistic excellence as demonstrated in 10 digital images of the artist(s) previous work**
- **Evidence of working in the mural field on large masonry surfaces**
- **Experience working on collaborative community projects**
- **Experience working on large scale projects**
- **Willingness to meet all contractual guidelines**
- **The use of content appropriate for all audiences**



## **INSURANCE REQUIREMENTS**

The selected artist must supply all required insurance documents and submit a general contract form prior to beginning work. The City of Johnson City will provide an Insurance Checklist detailing each required insurance item, including but not limited to a \$1 million/occurrence general liability policy and additional insured endorsements for the City of Johnson City for both ongoing and completed operations.

## **SUBMISSION GUIDELINES**

- **Completed submission form**
- **Signed insurance checklist**
  - The insurance checklist must 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
- **Signed general contract form**
- **Cover letter/letter of intent**
- **Resume**
- **10 digital images of previous artwork**
  - Combine images into one pdf file
- **Contact information for 3 professional references**

**Please note:** Art teams must submit qualifications under the name of one lead artist. In the cover letter, the lead artist must indicate that they plan to work as part of a team and must list the names of the artist(s) within their 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.

## **ANTICIPATED TIMELINE**

- **Deadline for submissions: August 30, 2024 by 4:00 p.m. (Eastern Time)**
- **Notification of three finalists: September 20, 2024**
- **Final design submission/presentation: October 21, 2024**
- **Final artist selection: October 25, 2024**

Please note: Installation of the mural will be scheduled in consultation with the selected artist. The preferred installation period is spring of 2025.

## **APPENDIX A:**

### **A1. Above Johnson City, Jesse Graves**

Ice crystals form a thin and glistening crust  
along the trail down Buffalo Mountain,  
late sun fading to a golden nimbus  
above Greenwood and Little Cherokee,  
glowing beyond Embreeville and Telford.  
I kept walking when I should have turned back  
and now another half mile of bad footholds  
waits ahead for me, but I'm wearing shoes  
with deep tread and the heater works strong  
in my old truck once the engine block warms.  
My ancestors might have trekked off a slope  
like this one, wild turkey in a shoulder sling  
or whitetail buck cinched over a pack horse.  
Life is meals, I read once, and I imagine  
good friends around a table, with olives,  
crusty bread with sliced tomatoes and salt,  
shaved cheeses, marbled steaks grilling over  
open flame, something amber-dark and rich  
filling cups, and their voices calling me down  
from these cold heights, life is meals, they say,  
and we have a chair by the fire for you.

### **A2. My Second Grade Teacher Reads Us Gerard Manley Hopkins, Jane Hicks**

At art time, we crafted Christmas paper, careful-kept,  
reborn as tissue kites. Tethered rainbows with tattered tails  
climbed into March, darted and leapt over playground minions.

A hawk on thermals glided, soared, swooped among the kites,  
winged away, climbed high to wheel and hover, all below transfixed.  
Back inside, teacher plucked a book from her shelf of verse,  
"Listen with your heart," she said. "Ride the words  
like a hawk rides the wind or kites dance free."

So I rode words that galloped on springs, swept off, soared again,  
fell into now, cloaked in *vermillion*,  
newest in my heart-cache of words.

### **A3. I Surrender My Garden to Her, Lacy Snapp**

That artistic, giant yellow and black garden spider  
is a dangerous woman.  
When male spiders court her  
plucking the edges of her web,  
they always have a contingency plan  
an escape route  
in case she is not flattered

by their careful  
advances,  
and instead seeks  
to kill him

and eat him.

Care must be taken by people, too.  
One should speak no name  
around her web,  
because if she spells it out  
with her zigzag weavings,  
they say,  
that person  
will die soon.

I admit to being superstitious  
of disturbing her web. I've surrendered  
a corner of my garden  
to her.  
At night, after watering,  
I press myself flat  
against the house  
to pass  
as she restrings to snare her evening supper.  
I keep my distance,  
some cherry tomatoes drop from vine  
to the soil  
in the corner I cannot reach,  
now hers alone.

I think I understand—  
though she will die with the first frost  
of fall,  
after a full summer of webbing  
at dusk,  
consuming those centers  
only to rebuild  
each morning  
with fresh silk,  
she holds on for as long  
as she can.  
She has an egg sack to protect.  
Silken souls  
in the thousands  
tiny as dust  
wrapped up tight  
until their spring exodus,  
soon to be  
writers of creation themselves.

## **APPENDIX B**

**1. CHECKLIST**

**2. SUBMISSION FORM**

**3. INSURANCE CHECKLIST**

**4. INSURANCE GENERAL CONTRACT FORM**

**5. ARTIST AGREEMENT**

**6. RFQ GENERAL TERMS AND CONDITIONS**

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

**8. STATEMENT OF BID/RFQ DECLINE**

## SUBMITTAL CHECKLIST

- 1 Signed submittal form
- 2 Cover Letter
- 3 Resume
- 4 Contact Information for 3 Professional References
- 5 10 Images of Previous Artwork(combine in one PDF file if submitting electronically)
- 6 Insurance Documents
  - Insurance Checklist
  - General Contract Form

**REQUEST FOR ARTIST QUALIFICATIONS**

**BUFFALO STREET MURAL PROJECT**

**RFQ# 2024-33**

**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: \_\_\_\_\_

**SIGN AND RETURN WITH RFQ SUBMITTAL**

# INSURANCE CHECKLIST

(JC Public Art –Buffalo Street Mural)

**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.**

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## 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.
- **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.***

## BUFFALO STREET MURAL PROJECT AGREEMENT

This Agreement (hereinafter referred to as the "Agreement") is entered into as of the date of the last party to sign below and is by and between the **City of Johnson City, Tennessee**, a municipal corporation, located at 601 E. Main Street, Johnson City, Tennessee 37605 (hereinafter referred to as the "City") and \_\_\_\_\_, who resides at \_\_\_\_\_ (hereinafter referred to as the "Artist").

WHEREAS, the purpose of this Agreement is to establish the terms and conditions between the City and the Artist for the professional services performed by the Artist at 700 Buffalo Street, Johnson City, Tennessee (hereinafter referred to as the "Property").

NOW, THEREFORE, in consideration of the agreements contained herein, the parties agree as follows:

**1. Creation and Installation of the Art Work.** The Artist agrees to design, produce and install a site specific mural at the Property which shall be completed and installed by \_\_\_\_\_.

**2. Display and Dismantling of the Art Work.** The City shall have the sole discretion to determine the installation period of the Work. The Artist agrees to provide the City with written suggested guidelines regarding the maintenance and upkeep of the Work.

**3. Project Description.** (defined by mural design proposal).

**4. Compensation and expectations.**

A. The City agrees to pay the Artist a fee not to exceed Twenty-five Thousand Five Hundred Dollars (\$25,500.00) for the creation and installation of the Work. The Artist shall be paid in two installments; half of the total payment shall be paid at the start of installation, and the balance shall be paid upon completion of the Work. This amount shall cover the Artist fee and all materials for the mural including paint, anti-graffiti coating and appropriate sealer. It shall also cover any travel expenses.

B. The Artist shall install the Work. If the Artist utilizes any assistants, he shall be responsible for their compensation. City staff will be available as needed.

C. The City shall not be obligated to pay the Artist any amount in excess of Twenty-five Thousand Five Hundred Dollars (\$25,500.00) unless and until such amount is increased in writing by the City. All cost billed shall be as stated in this Agreement unless authorized in writing by the City.

D. The City shall keep multiple copies of any photographs, plans, drawings and digital models of the Work given to the City by the Artist.

E. The Artist shall provide City with evidence of insurance coverage as specified in the Insurance Checklist no less than 14 days in advance of the start date for installation of the

Work.

F. The Artist shall attend and participate in a dedication event to be scheduled in consultation with the Artist upon completion of the Work. The event shall be scheduled no more than 10 days after completion of the Work.

G. The artist shall conduct one community engagement activity during the mural installation period.

**5. City Responsibilities.** The City will repair and prepare the wall for the application of the mural, in consultation with the Artist. (City will wash the walls prior to Artist beginning installation.)

**6. Inspection and Approval.** The City has the option to conduct reviews of the Artist's progress during the installation of the Work. Unless there has been a material change in the Work as it has been agreed upon herein, final acceptance by the City of the Work shall be made upon its final payment. Modification to this Agreement may only be made through a written change order issued by the Public Works Department.

**7. Handling and Care.** The Artist guarantees the Work to be free from defects in material and workmanship for a period of two years from the date of acceptance and agrees to repair or replace at City's discretion, and at no additional cost to City, any portion of the work that is found to be defective during this period. The Artist is not responsible for damage due to excess moisture or structural issues. The City shall provide periodic inspection of the Work. With respect to any needed repair or restoration of the Work not covered by this warranty, City will make every effort to coordinate conservation or restoration of the Work with the Artist. The City shall not otherwise alter the Work without permission from the Artist unless the immediate safety of the Work or visitors is involved.

**8. Documentation.** The Artist agrees to permit the City to document the Work and its installation by the Artist for archival, promotional, educational and such other purposes as the City shall determine. Such photographs and copyright therein shall be the property of the City. The Artist shall be provided with images of the installation that includes the Work taken by the City. The Artist may use these images for promotional purposes. The Artist may have photographs taken of the installation by a photographer of his/her choosing. Such photographs and copyright therein shall be the property of the Artist but the Artist agrees to share them with the City who may use them for archival, promotional, educational and other such purposes.

**9. Copyright.** The Artist retains ownership of the copyright in the Work. The Artist hereby grants the City a non-exclusive license to reproduce and distribute photographs of the Work to the public, to transmit or otherwise communicate a display of the Installation to the public (including but not limited to slides, film, video, television, Internet and other electronic or broadcast media), and to authorize others to do the same. Any reproduction or subsequent exhibition or installation of the Work produced as a result of this Agreement shall be credited as follows: (Title), (Year of Completion), by (Artist Name), Johnson City Public Art Collection, Johnson City, TN

**10. Ownership of Work/Risk of Loss.** The rights of ownership and exhibition of the physical Work shall be given to the City upon payment in full to the Artist. The risk of loss or damage to the Work shall be borne by the Artist until installation is finally accepted by the City. After the City issues a certificate of completion, the risk of loss or damage to the Work shall be borne by the City.

**11. Inability to Perform Agreement/Assignment.** If the Artist is unable, for any reason, to conceive, research, produce, or install the Work as agreed upon (other than the inability of the City to perform hereunder), the Artist shall be responsible for returning all money paid by the City within thirty (30) days of receiving a request for such a refund from the City. The Artist shall not assign this agreement in whole or in part without the written consent of the City in its sole discretion.

**12. Indemnity.** The Artist agrees to indemnify and save and hold harmless the City, its directors, officers, officials, agents, employees and volunteers (hereinafter referred to as "Indemnitee") from and against any and all claims, demands, actions, liabilities, damages, losses, or expenses (including court costs, attorney's fees, and costs of claim processing, investigation and litigation)(hereinafter collectively referred to as "Claims") for personal injury (including death) or property damage caused, in whole or in part, by the Artist or any agents, employees, volunteers, or subcontractors. This indemnity includes any claim or amount arising or recovered under Workers' Compensation law or arising out of the failure of the Artist to conform to applicable federal, state, or local law, statute, ordinance, rule, regulation or court decree.

**13. Entire Agreement.** This Agreement is the entire understanding between the Artist and COJC and supersedes and replaces any previous documents, correspondence, conversations and other written or oral understandings related to this Agreement which are not consistent with or are not contained herein.

**13. Governing Law/Venue.** In the unlikely event that a dispute arises out of this Agreement, such Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee, notwithstanding any conflicts of law provisions to the contrary, and venue for all causes of action shall be solely within Washington County, Tennessee for state court actions or Greeneville, Tennessee for federal court actions.

[REST OF PAGE INTENTIONALLY LEFT BLANK, SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as shown below.

CITY OF JOHNSON CITY, TENNESSEE

\_\_\_\_\_  
Cathy D. Ball, City Manager

Date: \_\_\_\_\_

\_\_\_\_\_  
Artist

Date: \_\_\_\_\_



**INVITATION TO QUOTE  
GENERAL TERMS AND CONDITIONS  
(Read Carefully)**

**1. ACCEPTANCE, REJECTION AND POSTPONEMENT**

Issuance of a request for quotation does not commit the City to make an award. The City reserves the right to postpone or reject any or all submittals, to waive informalities and to accept the ITQ judged to be in the best interest of the City.

**2. ADDENDA**

Addendum's will be issued to all known interested parties and posted on the City's website (listed above). All addenda issued shall become part of the ITQ documents. It is the vendor's responsibility to determine and acknowledge any or all addenda's issued for a solicitation. No addendum will be issued less than two (2) working days prior to the deadline as per TCA § 12-4-01, as amended.

**3. AWARD**

An award, if made, shall be to the lowest responsible, responsive vendor(s) or best quotation meeting quality and performance standards as described in the solicitation documents and whose ITQ 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 maybe 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. ITQ TABULATIONS & AWARD RECOMMENDATIONS**

ITQ tabulations 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 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. 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; or (3) 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.

**9. DELIVERY**

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

**10. 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. Partial payment will be allowed only if addressed in the solicitation.

**11. 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.

**12. EVALUATION**

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

**13. EXAMINATION OF ITQ'S**

ITQ's and associated documents may be examined after award.

**14. 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.

**15. 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.

**16. 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.

**17. 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.

**18. IRAN DIVESTMENT ACT**

Pursuant to the Iran Divestment Act 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>

**19. 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.

**20. MULTIPLE ITEM AWARD**

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



## **21. 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 quote 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 solicitations to cooperate for the purpose of manipulating the competitive solicitation process. The agent also certifies that the prices, terms and conditions of said solicitation 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.

## **22. 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.

## **23. PAST PERFORMANCE**

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

## **24. 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 vendor 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 pricing may be altered or amended after submittal deadline. 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, itq's will be available for public inspection after award of such itq, in compliance with Tennessee Statutes.

## **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). 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.

## **27. QUESTIONS**

Questions must be received by the City at least two (2) working days prior to the submittal deadline. 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 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. SIGNATURE ON ITQ'S**

The itq 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.

## **31. SUBMITTAL OF ITQ'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. FACSIMILE OR E-MAIL RESPONSES ARE ACCEPTABLE as per solicitation0. Quotes are due by the deadline posted on the ITQ. Any document superfluously provided and not requested in the solicitation document may not be considered.

## **32. 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.

## **33. TERM OF CONTRACT**

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

## **34. 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.

August 1, 2024

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](mailto:purchasing@johnsoncitytn.org)

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. 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: \_\_\_\_\_