



Operating Entity for an Entrepreneur and Innovation Center

401 Ashe Street, Johnson City, TN 37601

Focus: Rural Health Innovation and
Entrepreneurship

Request for Proposals (RFP)

REQUEST FOR PROPOSAL

Operating Entity – 401 Ashe Street

CITY OF JOHNSON CITY, TN

RFP # 6771



Proposal due date/time

June 5, 2024

2:30PM ET

City of Johnson City

Purchasing Department

209 Water Street

Johnson City, TN 37601

RFP# 6771 – Operating Entity for 401 Ashe Street

Project Summary:

The City of Johnson City is soliciting proposals from qualified respondents for tenant occupancy in 401 Ashe Street, a historic 2-story building located in the West Walnut District of Downtown Johnson City. The ideal tenant will support, encourage, mentor and fund new start-ups in rural health innovation.



The City is committed to expanding our entrepreneurial ecosystem by supporting and growing business enterprises that help improve the City's economy. The ideal proposal will show how the tenant(s) will attract and fund high growth startups; provide support to entrepreneurs in the scale up phase; foster, mentor, and encourage innovation and entrepreneurship; as well as create entrepreneurial density while also including a component of rural health innovation.

401 Ashe Street is a 110-year-old structure located in the heart of the West Walnut Street corridor in Johnson City, Tennessee. \$5.5 million in funding has been invested to transform this building into a hub for rural health innovation and entrepreneurship. The West Walnut Street Corridor is a mile long connector between East Tennessee State Universities' campus and Downtown Johnson City. The strategic placement of 401 Ashe Street makes it an anchor of the West Walnut Street Corridor.

401 Ashe Street Facts:

The project serves as a collaborative effort between the City of Johnson City, Washington County, and the private sector

- Opened in 1910 and was originally used as a post office
- Transitioned into the Washington County Courthouse
- Later utilized as Washington County's 911 Center until 2017
- Listed on the National Register of Historic Places (Nov 2020)
- 11,000 +/- square feet
- Newly renovated with restoration of the original architecture where possible

Overview of Johnson City, TN

Johnson City, with a population of approximately 72,514 and a metro population of over 211,849, covers nearly 44 square miles and is the eighth-largest city in Tennessee. Nestled in the foothills of the scenic Appalachian Mountain in Washington County, this thriving urban community is one of the most highly desired locations in the East Tennessee region. Johnson City has an unemployment rate of 3.37% and an economic landscape that is driven by East Tennessee State University and the medical "Med-Tech" Corridor; included in the corridor is Johnson City Medical Center, Niswonger Children's Hospital, Franklin

Woods Community Hospital, ETSU's Gatton College of Pharmacy, ETSU's Quillen College of Medicine, and the James H. Quillen VA Medical Center.

The city offers a diverse portfolio of recreational opportunities including mountain biking parks, many trail heads, and beautiful public art. Transportation is facilitated by Tri-Cities Regional Airport. Major highways include Interstates 26 and 81, U.S. Route 19W, U.S. Route 11E, U.S. Route 321, and U.S. Route 23. Johnson City Transit offers public transportation options via bus route.

Johnson City is governed by a five-person board of commissioners, Mayor Todd Fowler, Vice-Mayor Aaron Murphy, Commissioner Jenny Brock, Commissioner Joe Wise, and Commissioner John Hunter. The city manager is Cathy Ball. Johnson City is represented by US Senators Marsha Blackburn and Bill Hagerty and US Congresswoman Diana Harshbarger.

The Entrepreneurial Ecosystem of Johnson City

Johnson City provides a diverse range of programs, spaces, and opportunities to entrepreneurs across several organizations. Through a strong network of non-profit organizations, educational institutions, and governmental programs Johnson City is able to support entrepreneurs whether they are startups, small businesses, or nonprofits. We are identifying collaborations that provide growth stage opportunities that support our rapidly growing ecosystem. Below you can see the expansive support we have in the Northeast Tennessee Region via the *Northeast Tennessee Entrepreneurial Ecosystem Map (Exhibit A)*.

Tour of the Space and Floor Plans

Tours of the space will be provided to interested applicants. Building tours can be scheduled between May 13, 2024 and May 24, 2024 by contacting Alicia Summers, Economic Development Director at asummers@johnsoncitytn.org. Additionally, floor plans of the space are included (**Exhibit B**). These floor plans account for the 11,000 +/- square feet on the two floors of the building.

Pre-Proposal/Submittal Meeting

A virtual information session, via Zoom, will be available to those considering submitting a proposal. This session will provide an additional opportunity for Q & A. The session will be held on May 28, 2024 at 10:00 AM Eastern.

Join Zoom Meeting

[RFP 6771 OPERATING ENTITY FOR 401 ASHE STREET VIRTUAL OPTIONAL PRE SUBMITTAL MEETING](#)

Meeting ID: 859 8228 0587

Passcode: 132894

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) 518-9805. Any issues accessing the zoom web meeting please call 423.975.2715 for direct assistance.

Objective:

The objective of this RFP is to provide the City with qualified candidates that are capable of carrying out the scope of work as defined.

Scope of Work for Tenant:

- **Use of Infrastructure:** Provide a comprehensive plan for space utilization for co-working, incubating, and accelerating, with dedicated areas for meetings, events, and collaboration.
- **Entrepreneurship:** Tenant must use the space to focus on supporting the entrepreneurial ecosystem of Johnson City and recruited entrepreneurs.
- **Rural Health Innovation:** Tenant must have a plan that utilizes the space to support Rural Health Innovation. Can be through research, supporting entrepreneurs focused on health innovation, education, etc. as a component of the space.
- **Economic Development:** Foster a thriving ecosystem for rural health innovation, high-tech entrepreneurship, and business opportunities, attracting investment, and stimulating economic growth in Johnson City and the broader region.
- **Historic Preservation and Adaptive Reuse:** Preserve 401 Ashe Street through adaptive reuse, transforming it into a state-of-the-art, high-tech entrepreneurship, and economic development center.
- **Rural Health Component:** Facilitate the development of innovative solutions and technologies that address the unique challenges faced by rural communities in healthcare in some capacity.
- **Minority-Owned Business Support:** Actively support and promote the participation of minority-owned businesses in the initiative.
- **High-Tech Entrepreneurship:** Establish a supportive environment for high-tech entrepreneurship, encouraging the creation and growth of startups and enterprises.
- **Public-Private Partnership:** Encourage collaboration between the City, County, private sector, and academic institutions to maximize resources, expertise, and support for the success of all initiatives.
- **Workforce Development:** Invest in programs and initiatives that contribute to the development of a skilled workforce specialized in rural health, technology, and entrepreneurship, ensuring sustainability and growth in the initiative.

- **Best Practices in Innovation:** Promote the adoption of best practices and innovative approaches in rural health outcome, technology development, and economic growth, positioning the initiative as a model for similar projects nationally.
- **Monitoring and Evaluation:** Tenant must track data and be prepared to send quarterly reports of key performance indicators (KPI's) and provide annual updates to the City Commission.

Permissive Use Agreement (Exhibit C) attached.

Timeline:

Notice: The city reserves the right, at its sole discretion, to adjust this schedule as it deems necessary. The city will communicate any adjustments to the Schedule of Events following amendment notification procedures.

Issue RFP	May 3, 2024
Building Tours for Applicants	May 13 – May 24, 2024
Pre-Proposal/Submittal Meeting	May 28, 2024 @ 10AM (Zoom)
Responses Due & Public Opening	June 5, 2024 @ 2:30 PM(Zoom)
Evaluation of Responses	June 7, 2024
City Commission Approval of Recommendation	June 20, 2024
Tenant Negotiations	June 21, 2024
City Commission Approval of Contract	July 19, 2024
Notification	July 20, 2024
Occupancy of Building Begins	September 1, 2024 (target date)

Proposal Submission:

Proposers must submit a complete response to this RFP using the format provided.

Proposer can submit electronically per link below or place submittal response in a sealed envelope plainly identified on the outside with vendor name and proposal name and number. If submitting paper copies, submit 4 color copies of entire response. Vendor responsible for delivery to Johnson City Purchasing Dept., Debbie Dillon- Director, 209 Water Street, Johnson City, TN 37601 on or before proposal deadline.

ELECTRONIC RESPONSES: [CLICK HERE](#)

A list of respondents will be available the following business day at 8:00 a.m. on the Johnson City Purchasing website:

https://www.johnsoncitytn.org/government/departments_and_divisions/purchasing.php. Late submittals will not be considered. Telephone, facsimile or emailed offers will not be accepted.

Submittals must be signed by the agent authorized to bind the Proposer to its provisions. Unsigned offers will not be accepted and will be declared non-responsive. Electronic signatures are acceptable.

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

This request for proposal will neither commit the City to commence the award, nor in any way limit the discretion of the City in selecting a proposal.

Proposals shall remain valid for a period of at least ninety (90) days.

Solicitations will be opened publicly via a web conference and in-person, simultaneously.

Join Zoom Meeting

[RFP 6771 - OPERATING ENTITY FOR 401 ASHE STREET VIRTUAL PROPOSAL OPENING](#)

Meeting ID: 838 2145 2234

Passcode: 348844

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) 518-9085. Any issues accessing the Zoom web meeting, please call (423) 975-2715 for assistance.

Submission Requirements:

- Proposal submission should include basic information regarding the presenting organization including history of organization and key personnel who will be involved in the project. Similar information for any partners that will be sharing the space.

- Proposal submission should include presenting organization's experience with related types of projects.
- Describe in detail the approach to the requested scope of work.
- Provide a plan for programming, events, and/or initiatives taking place within the space.
- Provide proof of partnerships between organizations that will be sharing building space.

Proposal Evaluation Criteria:

- Qualifications of the operating entity and partners
- Experience including managing of startup through an entrepreneurial ecosystem
- Connection to Entrepreneurship and Health Care Innovation
- Usage and plan of space
- Technical approach to scope of work
- Ability to enhance/elevate Johnson City's current entrepreneurial ecosystem

Selection Process:

All proposals are subject to review by a review committee. Consideration for award will go to the organization which demonstrated that it possesses the qualifications, experience, technical approach, and vision necessary to fulfill the requirements of the scope of the project as outlined in this RFP. Such determination will be made in the sole judgment of the City.

The City reserves the right to cancel this RFP, reject any or all proposals and to waive informalities, irregularities, and technicalities in the proposal process, determine the proposal that is best suited and most qualified to perform the work outlined in the RFP, supplement, amend or otherwise modify this RFP, issue additional solicitations for information and proposals and check references and qualifications for each proposal respondent;

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

Contact:

All requests for additional information should be directed to : Alicia Summers, Economic Development Director, 423.434.5969; asummers@johnsoncitytn.org

Submittal questions please contact Debbie Dillon, Director of Purchasing, 423.975.2717, ddillon@johnsoncitytn.org.

Incurring Costs:

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

Withdrawal of Proposals:

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

Requirements for Bids, Request for Proposals, and Contract:

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

Economy of Preparation:

Proposals should be prepared simply and economically, providing a straightforward and complete description of services, qualifications, cost range and associated options to meet city's requirements as outlined in this document. Emphasis should be on completeness and clarity of content. Proposal responses must include all requested information.

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 City Policy and Tennessee Statute.

Addenda:

In the event it becomes necessary to revise any part of this RFP, addenda will be provided from the City's Purchasing Department, in writing, to all known interested vendors who received the original proposal document. Any verbal communications are not binding

Rights and Options of 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, waive irregularities in any proposal at its sole discretion
Reject any or all Proposals, waive irregularities in any Proposal, accept or reject all or any part of any Proposal, waive any requirements of the Request, at its sole discretion and as may be deemed to be in the best interest of the City;
- Extend or otherwise revise the timeline for submittals;

- Supplement, amend, or otherwise modify this RFP;
- Request clarification and/or additional information from Proposers at any point in the Procurement process;
- Cancel this RFP with or without the submission of another RFP; and
- Issue additional solicitations for information and proposals, and conduct investigation's with respect to the qualifications of each respondent.

Proposal Withdrawal:

Proposals may be withdrawn upon written request to the Purchasing department prior to the date and time of formal opening of all proposals.

Exhibit A

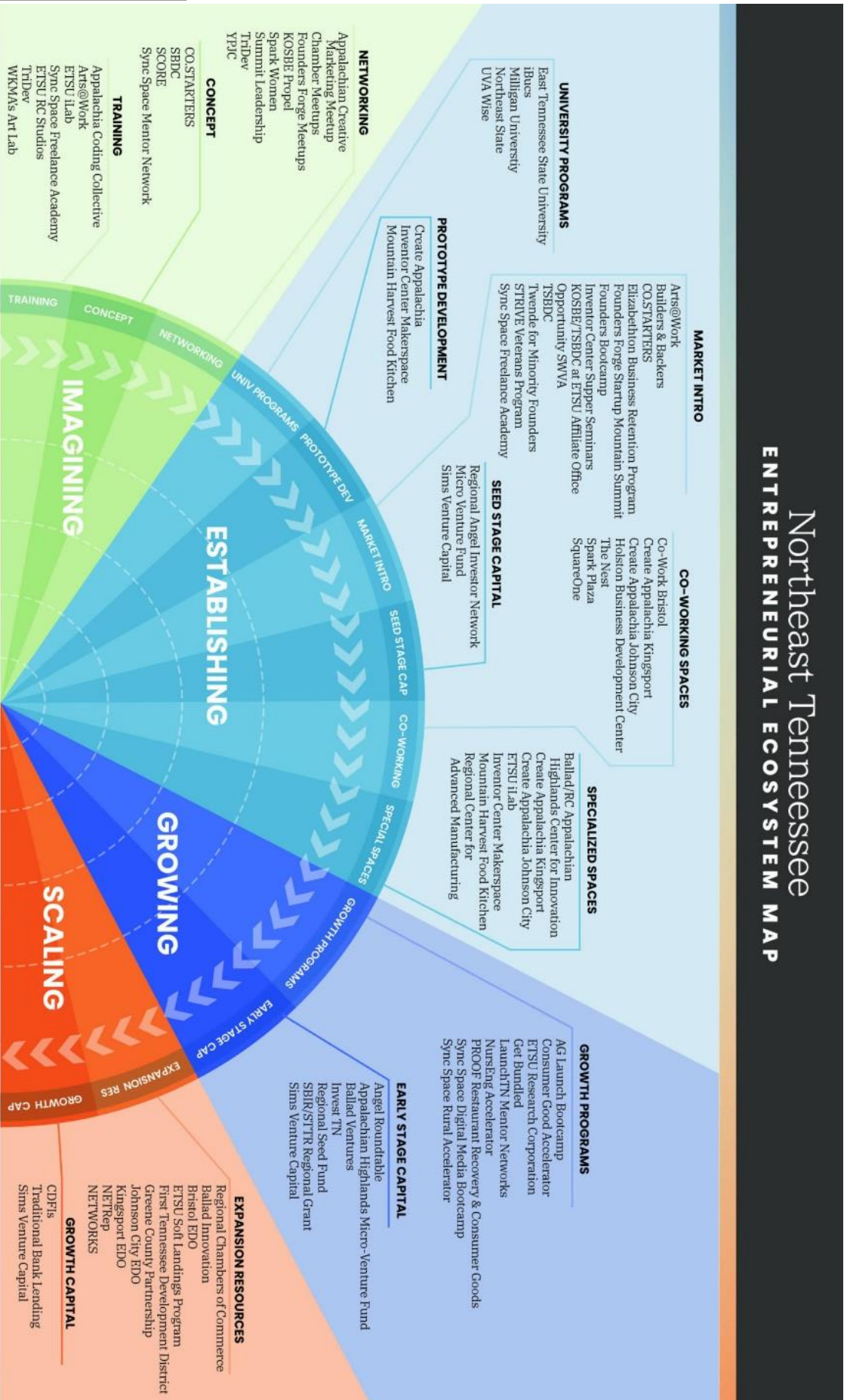
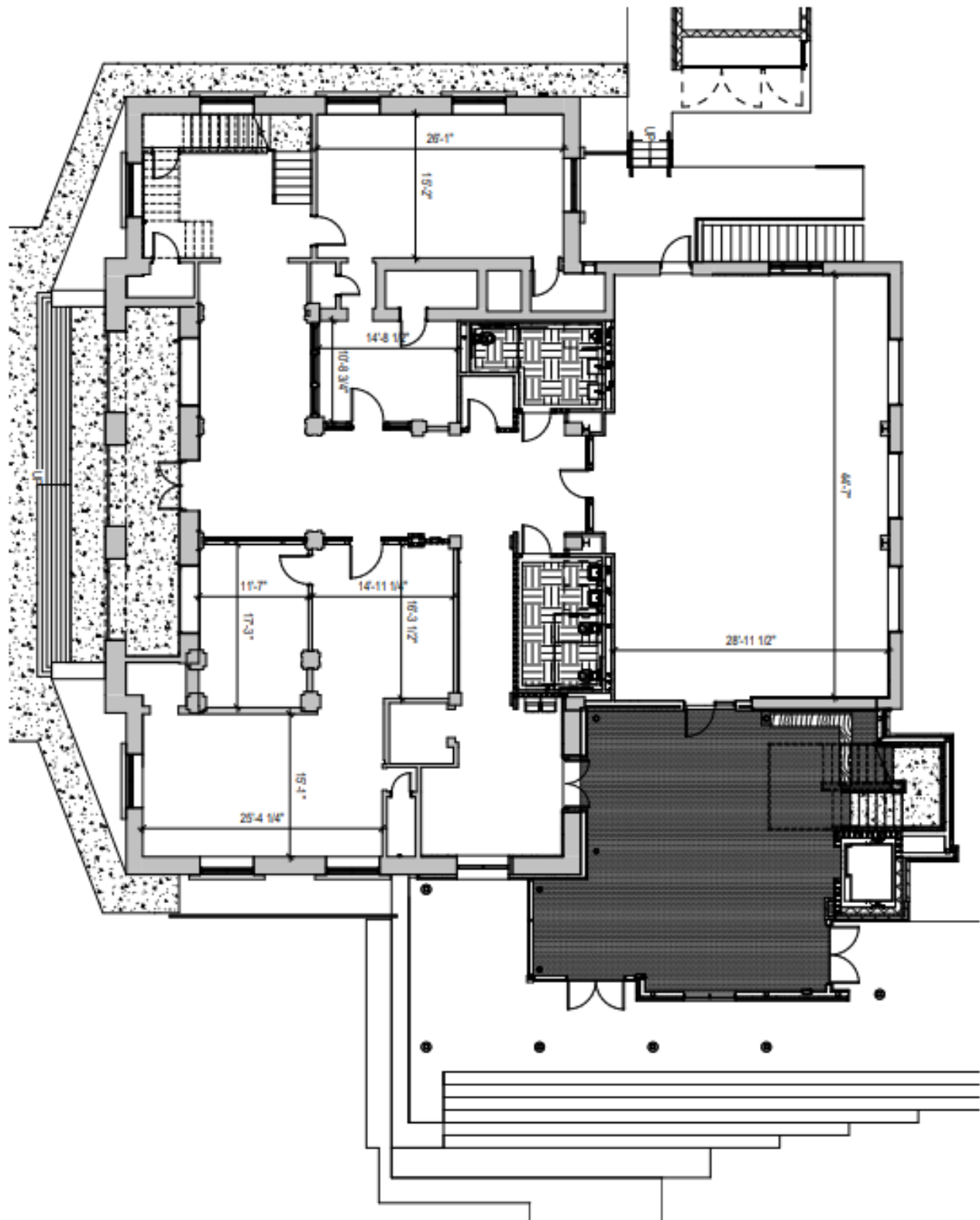


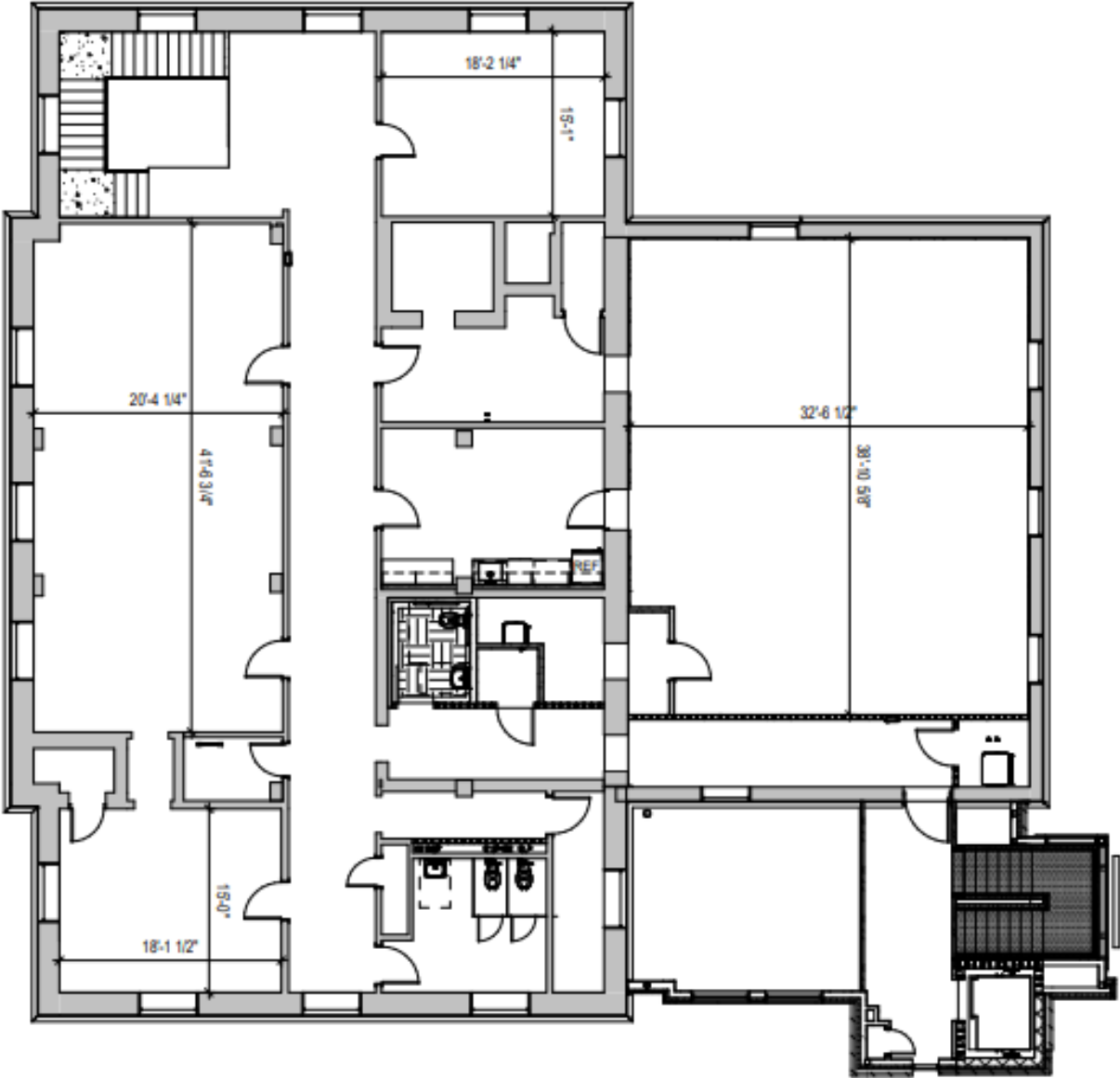
Exhibit B 1st Floor



JOHNSON CITY
TENNESSEE

401 Ashe Street - First Floor

Exhibit B 2nd Floor



JOHNSON CITY
TENNESSEE

401 Ashe Street - Second Floor

EXHIBIT C

PERMISSIVE USE AGREEMENT

This Permissive Use Agreement made as of the ____ day of _____, by and between the **CITY OF JOHNSON CITY, TENNESSEE** hereinafter referred to as “Owner”, and _____, hereinafter referred to as “Permittee”,

W I T N E S S E T H

I. The Owner grants to the Permittee exclusive permission to use a building with the address of 401 Ashe Street, Johnson City, Tennessee, which may or may not be the entirety of the building based on the permittee’s needs. This Agreement shall become effective upon the execution and delivery hereof by the parties hereto, and shall terminate on _____, unless vacated earlier.

Any other provision of this instrument notwithstanding, including but not limited to Paragraph I herein above, either party may cancel the leasehold created herein upon thirty (30) days’ prior notice in writing to the other party.

II. The parties agree as follows:

The rental rate will be based on the Permittee’s ability to support the overall goal of expanding the entrepreneurial ecosystem as determined by the City of Johnson City.

1. **MONTHLY PAYMENTS.** The rental for the leasehold created herein shall be paid on a month-to-month basis. The monthly payment of \$_____ shall be due in advance on the 1st day of each month. If either party cancels this lease during its term, the rent shall be pro-rated and refunded accordingly. Such payment shall be made to the city at _____.

2. LATE PAYMENTS. The Permittee shall pay a late charge equal to 1.50% per month of the required installment payment for each payment that is not paid within 10 days after the due date for such late payment.
3. POSSESSION. Permittee shall be entitled to possession of its space on the first day of this agreement, and shall yield possession to Owner on the last day of the term of this agreement.
4. USE OF PREMISES. Permittee may use the Premises solely for no other purpose other than business and any activities related to the Permittee. The Premises may not be used for any other purpose without the prior written consent of Owner. The Permittee shall notify the Owner of any anticipated extended absence from the Premises not later than the first day of the extended absence, which absence shall not relieve the Permittee of any of its obligations hereunder. Nothing contained in this instrument shall be construed as allowing the Permittee to use or possess any other portion of the Premises, or to restrict the use of any other portion of said Premises by the Owner or other person claiming through the Owner as the Owner may deem appropriate.
5. REMODELING. The Permittee shall not conduct any construction or remodeling that may be required to use the Premises as specified above.
6. MAINTENANCE. Any maintenance not listed falls under the responsibility of the Permittee. The Owner's obligation for maintenance shall include:
 - a. The roof, outside and interior walls, and other structural parts of the building;
 - b. The parking lot, driveways, and sidewalks;
 - c. The sewer, water pipes, and other matters related to plumbing;
 - d. The present electrical wiring;
 - e. The heating and cooling system;
 - f. Maintenance and annual inspection of elevator;
 - g. Fire alarm system;
7. ACCESS BY OWNER TO PREMISES. At any time, the Owner shall have the right to enter the Premises to make inspection, provide necessary

services, or show the Premises to prospective buyers, mortgagees, Permittees or workers. In all events, the Owner may enter the Premises without the Permittee's consent.

8. **PROPERTY INSURANCE.** The Owner and the Permittee shall each be responsible to maintain appropriate insurance for their respective interests in the Premises and property located on the Premises.

Example:

- a) **OWNER:** Fire and Casualty on the structure.
- b) **PERMITTEE:** Fire and Casualty on personal property.

9. **LIABILITY INSURANCE.** Permittee agrees to obtain and maintain during the effective term of this Agreement insurance written on an occurrence basis, with limits of at least \$1,000,000 per occurrence. This insurance must name the City of Johnson City, Tennessee, as an additional insured. Permittee must provide the Owner with a certificate of insurance evidencing such coverage within ten (10) days of the effective date of this Agreement and the Owner must be notified at least thirty (30) days prior to any cancellation, non-renewal or material change to this coverage. All such insurance will be written on a primary and non-contributory basis, and will be carried with an insurance carrier with an A.M. Best rating of "A" or equivalent. Such insurance shall not limit or exclude any products or services provided by Permittee. If the Owner fails to demand or identify deficiencies in any such certificate or other evidence of insurance, it will not waive Permittee's obligation to maintain such insurance. This section does not limit Permittee's indemnity or other obligations in this Agreement, and the Owner does not represent that the insurance and limits required are adequate.

10. **DANGEROUS MATERIALS.** The Permittee shall not keep or have on the Premises any article or thing of a dangerous, flammable, or explosive character that might substantially increase the danger of fire, explosion, or harm on the Premises, or that might be considered hazardous by a responsible insurance company.

11. **MECHANICS LIENS.** Neither the Permittee nor anyone claiming through the Permittee shall have the right to file mechanics lien or any other kind of lien on the Premises and the execution of this agreement constitutes notice that such liens are invalid. Further, the Permittee agrees to give actual advance notice to any contractors, subcontractors or suppliers of goods, labor, or service that such liens will not be valid, and to cause any such liens to be removed within ten (10) days in the event any such liens are filed.

12. **DEFAULTS.** The Permittee shall be in default of this agreement if the Permittee fails to fulfill any agreement obligation or term by which the Permittee is bound including but not limited to the reporting of Key Performance Indicators. Subject to any governing provisions of law to the contrary, if the Permittee fails to cure any financial obligation within thirty (30) days after written notice of such default is provided by the Owner to the Permittee, the Owner may take possession of the Premises without further notice, and without prejudicing the Owner's right to damages or any other remedy at law or equity. In the alternative, the Owner may choose to cure any default and the cost of such action shall be added to the Permittee's financial obligation under this agreement. The Permittee shall pay any and all costs, damages, and expenses suffered by the Owner by reason of the Permittee's defaults. No action or forbearance by the Owner hereunder shall be construed as waiving any right or remedy which the Owner may have at law, equity, or under the terms of this instrument.
13. **CUMULATIVE RIGHTS.** The rights of the parties under this agreement are cumulative, and shall not be construed as exclusive unless otherwise required by law.
14. **ASSIGNABILITY/SUBLETTING.** The Permittee may not assign or sublet any interest in the Premises without the prior written consent of the Owner, which consent the Owner shall not be required to give.
15. **NOTICE.** Notices under this agreement shall not be deemed valid unless given or served in writing and forwarded by mail, postage prepaid, addressed as follows:

Owner: CITY OF JOHNSON CITY
Attn: Economic Development Director
P.O. BOX 2150
JOHNSON CITY, TN 37605

Permittee:

Such addresses may be changed from time to time by either party by providing notice in writing, each to the other.

16. **ENTIRE AGREEMENT/AMENDMENT.** This agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This agreement

may be modified or amended in writing, if the writing is signed by both parties.

17. SEVERABILITY. If any portion of this agreement shall be held to be invalid or unenforceable for any reasons, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this agreement is invalid or unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provisions shall be deemed to be written, construed, and enforced as so limited.
18. WAIVER. The failure of either party to enforce any provisions of this agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this agreement.
19. GOVERNING LAW. This agreement shall be construed in accordance with the laws of the State of Tennessee.
20. SUBORDINATION OF AGREEMENT. This agreement is subordinate to any mortgage that now exists, or may be given later by the Owner, with respect to the premises.
21. TAXES. Taxes attributable to the premises or the use of the premises shall be paid by the Permittee.

IN WITNESS WHEREOF, the Parties to these presents have hereunto set their hands in duplicate originals on the day shown below.

OWNER:
CITY OF JOHNSON CITY

BY: _____
, MAYOR

PERMITTEE:

BY: _____

STATE OF TENNESSEE
COUNTY OF WASHINGTON

Before me, a Notary Public in and for the said State and County, personally appeared, _____, with whom I am personally acquainted, or whose identity was proven to me on the basis of satisfactory evidence, and who, upon oath, acknowledged himself to be the MAYOR of the City of Johnson City, a Municipal Corporation, the within named bargainer, and that he, as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the City of Johnson City, a Municipal Corporation by himself as such officer.

WITNESS My hand and official seal at office in the State and County aforesaid on this the _____ day of _____, 2024.

NOTARY PUBLIC

My Commission expires: _____

SAMPLE

STATE OF TENNESSEE
COUNTY OF _____

Before me, a Notary Public in and for the said State and County, personally appeared, _____, with whom I am personally acquainted, or whose identity was proven to me on the basis of satisfactory evidence, and who, upon oath, acknowledged himself to be the President of The Johnson City Convention and Visitors Bureau, Inc. dba Visit Johnson City the within named bargainer, and that he/she, as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of The Johnson City Convention and Visitors Bureau, Inc. dba Visit Johnson City by himself/herself as such officer.

WITNESS My hand and official seal at office in the State and County aforesaid on this the _____ day of November, 2021.

NOTARY PUBLIC

My Commission expires: _____

RFP# 6771 – OPERATING ENTITY FOR 401 ASH STREET

PROPOSAL FORM

The undersigned hereby declares that no person or party other than the undersigned have any interest whatever in this proposal, that it is without any connection or collusion with any person or persons making or having made any proposal for the same product/service and without any previous understanding with such person or persons as to relative prices, obviating competition, and that it is made in good faith.

The undersigned also declares that they have carefully examined the scope of work relating to the service herein referred to, and fully understands the nature of the obligations proposed.

By signing this document, the undersigned hereby agrees to all other terms and conditions, including the attached Sealed Solicitation General Terms & Conditions and the City's Requirements for Bids, Requests for Proposals, and Contracts Between the City of Johnson City and Other Parties and the Requirements of the Iran Divestment Act and Non-Boycott of Israel Act (Sealed Solicitations General Terms & Conditions #19 & #22) contained in this proposal and associated documents relating to this proposal and will furnish items as specified if this proposal is accepted. By submission of this proposal, each vendor and each person signing on behalf of any vendor certifies, and in the case of a joint proposal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder complies pursuant to T.C.A. § 12-12-106 & T.C.A. § 12-4-119.

Company: _____

By: _____
(signature of authorized agent)

Name: _____

Title: _____

Address: _____

Phone: _____

E-mail: _____

Date: _____

PROPOSAL MUST BE SIGNED AND RETURNED TO BE VALID



**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. Any document superfluously provided and not requested in the solicitation document may not be considered.

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, Title 12, Chapter 4, Part 1, as amended

3. AWARD

An award, if made, shall be to the lowest responsible, responsive bidder(s) or best solicitation meeting quality and performance standards as described in the solicitation documents and whose bid/rfp is determined to be in the best interest of the City. This includes value engineering with the low bidder if cost is over budget. 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 & AWARD RECOMMENDATIONS

Bid tabulations and RFP/RFQ respondent's lists will be posted and available no later than the next business day on our above website. Click on "awarded/opened solicitations". Award recommendations, when ready, will also be posted there.

6. BRAND NAMES

By referencing a product or service 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. Vendor reference to literature previously submitted will not satisfy this provision. Unless specified otherwise, it is understood that the referenced product will be furnished. The City alone will determine whether an alternate is equivalent and meets the standards of quality and performance for the City's use. A sample or demonstration may be required at the expense of the vendor.

7. CONDITION STANDARDS

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

8. CONSTRUCTION DOCUMENTS

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

9. DEFAULT

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

10. DELIVERY

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

11. DISCOUNT AND PAYMENT

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

12. 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.

13. EVALUATION

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

14. 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 RFPs/RFQS. All solicitations are closed for review and inspection during the evaluation period, prior to award.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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>

20. 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.

21. MULTIPLE ITEM BIDS

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

22. 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.

23. NON-COLLUSION AGREEMENT

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

24. PARTS AND SERVICE

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

25. PENALTIES

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

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

26. PRE-BID MEETING ATTENDANCE

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

27. PRICING

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

28. PROPRIETARY/CONFIDENTIAL INFORMATION

Vendors are hereby notified that all information submitted as part of, or in support of, bids/proposals will be available for public inspection after award, in compliance with Tennessee Statutes unless the vendor additionally identifies a specific area or scope of data or other materials to be protected and details the reasons protection is necessary.

29. PROTEST PROCEDURE

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

30. QUESTIONS

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

31. SAFETY STANDARDS

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

32. SAMPLES

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

33. SEALED SOLICITATION OPENINGS

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

34. SIGNATURE ON BIDS

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

35. SUBMITTAL OF SEALED BIDS/RFPS/RFQS

Any forms furnished by the city must be completed and returned as specified in the solicitation, otherwise response will be considered as non-responsive. TELEPHONE, FACSIMILE OR E-MAIL RESPONSES WILL NOT BE ACCEPTED. Electronic receipt of bids/proposals is acceptable for those **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.

36. TAXES

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

37. TERM OF CONTRACT

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

38. WARRANTY

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

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

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

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

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

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

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

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

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

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

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

without cause. In the event the City terminates with or without cause any agreement to which this document is attached, then in such event the City shall be liable only for the actual work and costs that have accrued at or before the date of the City's termination. In no event shall the City be liable for lost profits, consequential damages or incidental damages in the event it terminates a contract with or without cause.

10. Except to the extent allowed by law, the City shall not indemnify and hold harmless any other party, entity, person, their agents, employees, or anyone else in the world for any reason whatsoever.

11. The City shall not waive the rights of subrogation of its insurers or itself for any purpose whatsoever, and the City shall not cause any such endorsements to be placed on any policies to which it is a party.

12. Unless the City elects otherwise, the City shall not provide any "builders' risk" or an "all-risk" or equivalent policy for any reason whatsoever for any project in which the City has an interest, and the contractor or other such party shall assume this responsibility. That builder's risk policy provided by the contractor or other such interested party shall name the City as an additional insured. The City shall not provide boiler and machinery insurance, but shall require such insurance as applicable, depending on the parameters of whatever project is involved. The cost of boiler and machinery insurance shall be borne by the appropriate contractor, subcontractor, or other interested party. The City shall not insure the interests of any other person or entity, nor shall the City add any other person or entity as an additional insured to any of its policies.

13. The City shall not waive any rights regarding the loss of use of the City's property.

14. As to acts or failures to act or any causes of action by any party to a contract, whether that party be the architect, owner, contractor, City, etc., a cause of action shall accrue according to Tennessee law. No contract provision shall shorten the

statutes of limitations, statutes of repose, or the accrual of any causes of action which the City might have against another party or entity. No contract provision shall waive any warranties, express or implied, nor shall any contract limit the standard of care for any particular service or undertaking to that of the locality where those services or undertakings are performed.

15. Any interest to be paid by the City of Johnson City for late payments shall be at the rate of interest at which the City pays on its most recently issued bonds.

16. The City reserves to itself the right to approve the use of any tests, including but not limited to any borings, test pits, geotechnical work, environmental tests, and the like in its own sole discretion. All design professionals, consultants, subcontractors, or the like shall be duly licensed in the State of Tennessee, if licensure in the State of Tennessee is required for the work to be performed by such design professional, consultants, or subcontractors.

17. Notwithstanding any applicable choice of law or conflict of law provisions or decisions, the law of the State of Tennessee shall govern all contracts to which this document is attached.

18. The City of Johnson City shall not provide any legal advice, legal services, surveys, or procure the same for any other party.

19. Upon payment for services as rendered, all design documents and all instruments of service created by design professionals, including but not limited to architects, landscape architects, engineers, etc., shall become the property of the City of Johnson City, Tennessee. The City of Johnson City shall be allowed to use all design documents and instruments of service, including but not limited to bid drawings, shop drawings, reports, specifications, cost estimates, schematic designs, construction designs, and the like for future additions or alterations to the current project or for use in other projects. Any use of the aforementioned designs and construction documents shall be at

the City's sole risk and without liability to the design professional. The design professional's name and seal will be removed from all such design documents prior to the City's use thereof.

20. The City, as the owner of real property that is the subject of or in any way connected to any bid, request for proposal, or contract, hereby grants to the successful bidder/proposer/contractor the general management of the real property during the time that work is being performed, and the City agrees to transfer information specified in OSHA regulations at 29 CFR §1926.1203(h)(1), so that TOSHA/OSHA shall treat the successful bidder/proposer/contractor as the host employer when working in confined spaces. This paragraph applies only to those areas where the successful bidder/proposer/contractor has access to and performs work within confined spaces as defined in federal OSHA regulations. The successful bidder shall comply with all federal OSHA and state TOSHA regulations, including those regarding confined spaces.

September, 2017



STATEMENT OF SOLICITATION DECLINE City of Johnson City, Tennessee

NOTE: If you do not intend to respond to this solicitation, please complete and return this form on or before the stated deadline to Purchasing Department, 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: _____