



# INVITATION TO BID

CITY OF JOHNSON CITY, TENNESSEE

PURCHASING DEPARTMENT

423/975-2715

[WWW.JOHNSONCITYTN.ORG/PURCHASING](http://WWW.JOHNSONCITYTN.ORG/PURCHASING)

<b>Bid Name / Number</b>	<b>ENGINE/HYDRAULIC OILS &amp; ANTIFREEZE CONTRACT / #6766</b>
<b>Due Day / Date / Time</b>	<b>Thursday / April 25, 2024 / 2:30 PM (at which time it will be opened publicly)</b>
<b>Bid Location / Mail Address</b>	Johnson City Purchasing Department, Debbie Dillon-Director, 209 Water Street ,Johnson City, TN 37601
<b>Bid Contact / Telephone</b>	Chris Whitaker, <a href="mailto:CWhitaker@johnsoncitytn.org">CWhitaker@johnsoncitytn.org</a> or <a href="mailto:purchasing@johnsoncitytn.org">purchasing@johnsoncitytn.org</a>
<b>Bid Issue Date</b>	April 11, 2024
<b>Delivery Location</b>	Fleet Management, City Garage, 209 Water Street Johnson City, TN 37601
<b>FOB</b>	Destination, freight prepaid and allowed - Johnson City, TN
<b>Payment Terms</b>	Net 30

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

### DESCRIPTION

Term contract to provide Engine, Hydraulic, Diesel oils/fluids and anti-freeze as per the attached bid documents and pricing sheet that are an integral part of this bid.

Any exceptions to the specifications must be clearly identified, otherwise full conformance is understood & expected.

### Solicitations will be opened publicly via a simultaneous virtual and in-person meeting.

Join Zoom Meeting: [ITB# 6766 - ENGINE HYDRAULIC OILS AND ANTIFREEZE CONTRACT VIRTUAL BID OPENING](#) ; Meeting ID: 829 5033 2438 ; Passcode: 854757. *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.

**Bidder's Reminder:** • Bid to be signed by authorized company representative; • Verify prices, extensions and total as correct

**ADDENDA ACKNOWLEDGEMENT:** \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_

By signing this document, the undersigned hereby agrees to the prices and 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 bid and associated documents relating to this bid and will furnish items as specified if this bid is accepted. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid 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.

### **SUBMITTAL INSTRUCTIONS:**

***Submit electronically if allowable or place signed bid response in a sealed envelope plainly identified on the outside with vendor name and bid name and number. Vendor responsible for delivery to Johnson City Purchasing Dept., Debbie Dillon- Director, 209 Water Street, Johnson City, TN 37601 on or before the bid opening date and time.***

**Firm Name** \_\_\_\_\_

**By** \_\_\_\_\_

**PRINTED & SIGNED**

**Address** \_\_\_\_\_

**Telephone** \_\_\_\_\_

**ELECTRONIC RESPONSES: [CLICK HERE](#)**

**E-Mail** \_\_\_\_\_

**THIS SHEET MUST BE SIGNED AND RETURNED WITH BID PACKAGE**

ENGINE/HYDRAULIC OILS & ANTIFREEZE

ITB# 6766

PRICE SHEET

04/2024

ITEM	QTY	DESCRIPTION	UNIT COST	TOTAL
		Quantities listed are approximate SIX MONTH amounts, actual usage may vary.		
1.	Appro 1,500 Gals	FULLY SYNTHETIC ENGINE OILS: SAE-5 W-30 Premium Multi Use Engine Oil Product proposed: _____	\$ _____	\$ _____
2.	5,000 Gals	SAE-5 W-40 Premium Multi Use Engine Oil Product proposed: _____	\$ _____	\$ _____
3.	1,250 Gals	PREMIUM HYDRAULIC OIL: ISO Viscosity Grade 46 Premium Hydraulic Oil Product proposed: _____	\$ _____	\$ _____
4.	1,500 Gals	Diesel Exhaust fluid. Product proposed: _____	\$ _____	\$ _____
5.	1,250 Gals.	ANTIFREEZE: Heavy Duty Extended Life Coolant 50/50 Mix Product Proposed: _____	\$ _____	\$ _____
		TOTAL:		\$ _____

Company Name: \_\_\_\_\_

**COMPLETE AND RETURN PRICE SHEETS WITH BID PACKAGE**

**HYDRAULIC & MOTOR OIL**  
**Specifications/Bidders Instructions**

1. SAE 5W-30 Fully Synthetic Engine Oil (Item #1)  
**Premium grade multi-purpose heavy duty engine oil for a mixed fleet as follows:** SAE 5-W-30 at a minimum oil proposed shall meet the following standards ILSAC FF-5, GF-4, GF-3, API-SJ and Ford Motor Co. WSS-MSS-MZC153-F, GM 6094M, Chrysler MS-6395F, ACEA A1/B1, A5/B5 API SN, SM, SL, SJ ILSAC GF-5 Ford WSS-M2C946-A, Ford WSS-M2C929-A, General Motors 4718M, General Motors 6094M, Viscosity Index of 172, flash point of 230, pour point of -42F, % ASH 0.8, Base # 10.0 or higher.  
**NOTE: BIDS WILL BE CONSIDERED ON VIRGIN STOCK OIL ONLY.** Virgin based oil shall contain the necessary functional additives to allow compliance with the above referenced manufacturers and industry standards.
  
2. SAE-5W-40 Fully Synthetic Engine Oil (Item #2)  
**Premium grade multi-purpose heavy duty engine oil that meets specifications for 2011 and above for a mixed fleet as follows:** SAE 5W-40. API CJ-4, CI-4 PLUS, CI-4, CH-4, C4, SM, SL, SH API PC-9; ACEA E9; Caterpillar ECF-3, ECF-2, TO-2; Cummins CES20078, CES20077, CES20071, CES20076, CES 20081; DDC 93K218; Detroit Diesel 7SE270, Twin Disc S364A, MAN Engine 3275, 271; Ford WSSM2C171-E; JASO DH2, MA; Mack EO-0 Premium Plus; MAN 3275; MB Approval 228.31; Cummins CES 20081, Detroit Diesel Power Guard Oil Specification 93K218, 93K214, Mack EO-O Premium Plus, EO-N Premium Plus 03 Mercedes Benz 228.31, 228.3, Volvo VDS-4, VDS-3, VDS-2, VDS, Allison C-4, Deutz DQC III-05. Viscosity Index of 156, flash point of 249, pour point of -48F, % ASH 1.0, Base # 10.1 or higher.  
**NOTE: BIDS WILL BE CONSIDERED ON VIRGIN STOCK OIL ONLY.** Virgin based oil shall contain the necessary functional additives to allow compliance with the above referenced manufacturers and industry standards.
  
3. Hydraulic Oil (Item #3)  
ISO Viscosity Grade 46 (ASTM D270 minimum) Hydraulic Oil with a minimum viscosity index of 100, viscosity SUS @ 210F^ @ 48 weight, pour point -30F, flash point 410F, API gravity 29.5, minimum 5000 oxidation test, TBN of standard additive package needed to prevent anti-wear, rust, foaming, oxidation, corrosion, and meets or exceeds Vickers M-2950-S, Cincinnati P-68, P-69, P-70 pumps minimum.
  
4. Diesel Exhaust Fluid (Item #4)  
Must meet API, ISO 22241, DIN 70700 and AUS-32 specifications. Bulk delivery as needed to fill a 660 gallon on-site tank.
  
5. Antifreeze (Item #5)  
Must meet specifications of the following coolants: AGCO (M113oa), ASTM D3306, ASTM D6210, BS6580.2010, Buhler Versatile 86050054, CAT DEA/NGEC, CAT EC-1, CID-A52624A, Chrysler MS 7170, CNH MAT 3620(87692740), CUMMINS CES 14603, Daimler DBL 7700.00, Daimler DBL 7700.10, Daimler DBL 7700.20, Daimler DBL 7700.30, DDC 93K217, EMD MI 1748F, Ford ESE M97B18-C, Ford ESE M97B44-A, Ford WSS97B44-d, Ford WSS M97b51-A1, Ford WSS M97B55-A, GM B 040 1065- GM 6277M, GM 6277M (DEX-COOL), GM 1825M, GM 6038M, GM 1899M, GET-2594F(MI-09500), Hino Trucks, IVECO Standard 18-1830, JCB STD00088, Jenbacher 1000-201, John Deere JDM H24A, John Deere JDM H24B,C,

John Deere JDS-G135, Kia MS 591-08, Komatsu KES 07 892, Liebherr, Mack GS17004, MAN 324 Type N, MAN Type NF, MAN Type 324SNF, MTU 5048, MWM Deutz TRO199-99-1115, Navistar CEMS B-1 Type I, Navistar CEMS B-1 Type II, Navistar CEMS B-1 Type III, Nissan, Perkins (CAT), SAE J1034, SAE J1941, TMC RP 302A, TMC RP 302B, TMC RP 303C, TMC RP 329, TMC RP 338A, Toyota TSK 260116, Volvo Coolant VCS, VW TL774-C, Waukesha 4-2429H, Wisconsin Motors (Continental)

6. CONTRACT PERIOD

This contract is for a SIX (6) month period subject to 5 additional renewals provided terms and conditions remain unchanged and the vendor is in agreement. The City reserves the right to re-bid at the end of any 6 month period.

7. PRICE ESCALATION/DE-ESCALATION

7.1 Bid prices shall remain firm for ten (10) days from the date of the order. Price escalation allowed for the remainder of the contract under the following conditions:

- (1) Written notification of price increase from product source is submitted to the Director of Purchasing prior to delivery.
- (2) Increase is a result of supplier source passed through with no labor, transportation or profit allowed.

7.2 De-escalation benefits received by vendor from supply source is to be passed on to the City in the full amount as received. Written verification shall also be given to the Director of Purchasing prior to delivery.

7.3 Failure to comply with the price adjustment provisions of this contract will impact future orders.

8. BID SUBMITTALS

Complete product literature/specifications and application for each product offered must be included in the return bid package to be considered.

9. CONTRACT AWARD

The selection of premium quality oil is of primary importance and a consideration in the award. Bidders should not propose a competitive, low grade product. **Private Labels and/or house blended oils will not be considered.** The City reserves the right to award on an individual item or combined total basis, whichever is in the City's best interest.

10. DELIVERY

Bulk delivery shall be as needed and based on the estimated annual usage listed for each item. Quantity will vary according to equipment repair demands. Delivery will be to one location. Vendor shall provide delivery within 24 hours from time of request.



CITY OF JOHNSON CITY, TENNESSEE  
<http://www.johnsoncitytn.org/purchasing>  
**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](mailto: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: \_\_\_\_\_