



REQUEST FOR PROPOSAL

EXECUTIVE RECRUITMENT CONSULTING SERVICES

City of Johnson City, TN

RFP # 6499

Proposal Due Date/Time

April 8 2021; 4:00PM (Eastern Time)

City of Johnson City

Purchasing Department

209 Water Street (37601)

P. O. Box 2150 (37605)

Johnson City, TN

REQUEST FOR PROPOSALS

RFP# 6499 - EXECUTIVE RECRUITMENT CONSULTING SERVICES FOR

THE CITY OF JOHNSON CITY, TN

GENERAL

The City is interested in receiving proposals from experienced executive search firms to assist in recruiting applicants for the position of City Manager. The firm shall provide a comprehensive scope of recruitment and hiring services, and is charged with conducting a national search. Services include: conducting a robust engagement process with the City Commission to clarify expected qualifications, skills, experience and leadership sought in a City Manager; preparation of a job announcement and recruitment materials; conduct preliminary interviews on selected candidates; coordinate any travel arrangements; conduct actual recruitment including scheduling, reviewing, and checking qualifications and references of candidates; conducting background checks; and assisting in all aspects of selection and hiring.

The requirements contained herein describe the minimum requirements of the City and any omission shall not relieve the Consultant of furnishing quality service in a timely manner. Any variances to these requirements must be clearly identified by the Proposer.

SUBMITTAL

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 3 copies of entire response. Vendor responsible for delivery to Johnson City Purchasing Dept., Debbie Dillon- Director, P. O. Box 2150 (37605), 209 Water Street (37601) Johnson City, TN on or before the deadline: April 8, 2021, 4 PM ET. *Fee proposals shall be transmitted as a separate attachment from the narrative proposal, and titled "City Manager Search - Fee Proposal"*

ELECTRONIC RESPONSES: [CLICK HERE](#)

A list of respondents will be available the following business day at 8:00 a.m. Late submittals will not be considered. Telephone, facsimile or email offers will not be accepted.

The contents of any proposal received shall become contractual obligations upon the execution of a purchase order 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.

Proposals must be signed by the agent or person authorized to bind the Proposer to its provisions. Unsigned offers will not be accepted and will be declared non-responsive.

COVID-19 UPDATE:

Solicitations will be opened publicly via a web conference only (public attendance not permitted). Information normally available in person at the Purchasing Department can be obtained through other methods. Please contact us by phone or email for specific requests.

If you do not have access to a webcam, or you have no audio with your system, you can call this number to join: (646) 518-9805. Any issues accessing the zoom web meeting please call 423.975.2715 for direct assistance

The City of Johnson City reserves the right to reject any or all submissions, to waive technical or legal deficiencies, to proceed or not with any proposal or process, and to negotiate such terms and conditions of any proposal, agreement, or other contract that may be in the best interest of the City.

The City reserves the right to terminate or amend this process at any time.

1. BACKGROUND INFORMATION

City Manager Denis “Pete” Peterson has announced his retirement after sixteen years (16) in the position for the City of Johnson City. As a result, the City Commission seeks assistance in recruiting and hiring the next City Manager. The search process is anticipated to take place over the next six to eight months. The City of Johnson City, with a population of approximately 65,000, covers 43-square miles and is the eighth largest city in Tennessee. Nestled in the foothills of the scenic Appalachian Mountains, this thriving urban community has consistently ranked as one of the nation’s best and most popular small metro areas for raising a family, starting a business, and retiring. The City offers an affordable cost of living, no state income tax, outstanding schools, parks, sports and fitness facilities. Johnson City is the home of East Tennessee State University (ETSU), which has a current enrollment of approximately 15,000 students. As a regional hub of a four-state area, the City boasts a large variety of retail businesses, from well-known national chains to local boutiques and galleries. Recreational opportunities abound in the region’s mountains and lakes, including climbing, hiking, skiing, whitewater-rafting, boating, fishing, and golfing. With its lively downtown, world-class outdoor adventures, and a rich cultural heritage, Johnson City is an ideal place to live, work and play.

The City operates under the City Manager-Commission form of government with a City Manager appointed by a five-member City Commission. The City Manager is the Chief Executive and Administrative Officer of the City, who is responsible for the day-to-day management of all municipal departments, and is authorized to carry out the policies of the City Commission. For fiscal year 2021, the City’s annual budget, which includes the City School budget, is approximately \$238 million. The City employs 950 full-and part-time employees with an additional 150-200 temporary seasonal employees.

The City Manager is appointed by the vote of two-thirds (2/3) of the City Commission, to be selected solely on the basis of executive and administrative merit. Pursuant to City Policy, the City Manager must establish residence within the City within one year of appointment.

2. SCOPE OF SERVICES

The City is seeking proposals from experienced executive search firms to assist in all aspects of the recruitment process for its next City Manager. Preferred firms will demonstrate familiarity with qualifications required of local government executives, and will propose a plan for scheduling and conducting a national search; the selected firm will work closely with the City Commission to assess their goals and objectives for the recruitment process. The selected firm will work closely with the City's Human Resources Director in coordinating all aspects of the search

The scope of services is presented for reference – the final scope of work will be developed in consult with the City. Services to be provided by the firm include but are not limited to:

1. **Schedule:** Create a schedule of recruitment with a timeline of development of recruitment materials, screening and interviews.
2. **Candidate Profile:** Develop a candidate profile for the City Manager by meeting with City Commission to obtain information regarding specific issues and opportunities facing the City; the desirable education, experience and background of the candidates; and identification of the management skills and style that are appropriate for the position. For the purpose of calculating a fee proposal, firms should assume a minimum of two (2) meetings may be required for this task.
3. **Advertising & Attraction of Candidate Pool:** Develop an inclusive plan for implementing the City Manager recruitment (print, web, social media, targeted calls, etc.), and identify specific strategies to encourage applicants from diverse backgrounds to apply.
4. **Preliminary Screening:** Review resumes for background and qualifications followed by interviews to clarify each applicant's experience and credentials and to prepare a written summary of preliminary candidates (10-15), for the position, outlining relative qualifications of each.
5. **Recommendation of a Short List:** Evaluate candidates for serious consideration by conducting in-depth reference checks with individuals who are or have been in the position to evaluate the candidates' performance on the job. A short list of candidates shall be presented to the City Commission.
6. **Finalist Interviews:** Recommend and finalize a process with the City Commission for interviews and coordinate candidates' participation in interviews.
7. **Background Check:** Verify selected candidates educational and employment background,

financial/credit check, and perform background, criminal and civil litigation checks.

8. **Offer:** Assist City Commission in structuring the job offer (including a recommendation on compensation), the employment package and relocation (if applicable) with the finalist.
9. **Record Maintenance:** Maintain all correspondence and record-keeping throughout the process. Notify all applicants of final decision.
10. **Warranty:** Reinitiate additional search and screening activities, at no/reduced fee to the City, if the first search effort is unsuccessful or successful candidates leave (via resignation or termination with or without cause) the employment of the City within one (1) year of placement.

3. SUBMITTAL CONTENT REQUIREMENTS

Submittal requirements are intended to enable the City to make an objective comparison of each proposal, and to select a partner that best meets the City's stated objectives.

The selected partner will be expected to execute a consulting services agreement with the City immediately following selection.

A. COVER LETTER

The cover letter is the proposer's official letter transmitting the complete proposal to the City. The cover letter must include:

- The full name and address of the proposer's organization(s);
- The state of incorporation or in which it is licensed to operate; and
- The form of business, and the name and contact information for your organization.

The cover letter should identify who will be the lead consultant responsible for all aspects of the recruitment and be signed by an individual who is authorized to commit the proposer to the obligations contained in the proposal.

B. FIRM NARRATIVE & RECRUITMENT APPROACH

Provide a detailed description of your proposal, describing your approach to the scope of services and schedule. Include examples of successful community outreach processes you have incorporated into recruitments, noting approaches to keeping both the governing board and prospective candidates well informed as to the methodology and progress of the recruitment.

Information to be provided includes but is not limited to:

- Samples of recruitment materials used in past searches;
- A proposed timetable for this search;
- Five (5) references of past search committees of comparable communities,

conducted within the last 3 years, with full contact information; for each client, please provide the scope of work performed and size of the client's organization.

- Calculation of total, not-to-exceed proposed consulting fee, broken down by task categories (e.g. leadership profile development; preliminary screening; final screening and interviews; etc.) Travel costs and expenses for the firm should be itemized separately. Air travel and hotel expenses for candidates will be paid by the City directly. Include an hourly rate for services performed beyond those originally contemplated by the agreement. ***Fee proposals should be submitted in a separately sealed envelope, marked "City Manager Search – Fee Proposal." For electronic submittals, a separate fee proposal file should be attached.***

C. FIRM EXPERIENCE AND PERSONNEL

Please include a brief history of your firm, and provide details such as number of clients served (including number of local government clients), number of staff, services typically offered, and resumes, and respective roles, of individuals expected to provide consulting services.

4. SELECTION PROCESS

The City will choose a firm that will, in its judgement, provide the highest quality of recruitment consulting services for a competitive price. Proposals will be evaluated on the firm's qualifications, experience, and approach.

The selection process may include interviews where proposers will be asked to make presentations of their recruitment approach and services.

1. ANTICIPATED SCHEDULE (this may be adjusted as necessary):

Task	Date
Release RFP	March 25, 2021
Questions Due	March 30, 2021
Responses Issued	April 2, 2021
Proposals Due	April 8, 2021
Due Diligence (may include interviews)	April 12-30, 2021
Selection of Search Firm	May 6, 2021
Recruitment	May – October, 2021
New City Manager Start	December, 2021

2. EVALUATION CRITERIA

Proposals will be evaluated according to the following:

- Experience in recruiting City Managers or other similar chief executive positions;
- Capacity of firm to generate the necessary outreach materials; i.e. professional networking, social media and other outreach and candidate evaluations to fulfill the project schedule;
- Recruitment strategy and search plan;
- Strength of key personnel/completeness of the team;
- References;
- Competitive fee proposal;
- The extent to which the overall proposal meets or is likely to meet the City's objectives.

3. SELECTION PROCESS

Proposals will be reviewed and evaluated by the City for responsiveness to this RFP.

- The City may select one or more firms to be interviewed, which will involve a presentation of the proposal and introduction to key staff. Additional questions regarding specific proposals may be asked at that time. Interviews will factor in the overall qualitative evaluation of Proposals. While the City places priority on a quality based selection, the proposed fee for services may also factor in evaluation and selection.
- Based upon all of the evaluation criteria and interview, the City may select a preferred firm. The City reserves the right to negotiate with selected proposers to further refine the proposal(s).
- If the City is unable to reach agreement with its preferred firm, the City may enter into negotiations with the firm whose proposal was deemed to be next most advantageous to the City.

5. ADDITIONAL INFORMATION

Contract documents will include a standard City agreement, this RFP, and the proposal. Upon receipt, all proposals become the property of the City. In general, materials submitted in response to this RFP will become public records, subject to disclosure.

All requests for additional information and/or questions should be directed, in writing, to Human Resources Director, Steve Willis, at swillis@johnsoncitytn.org no later than March 30, 2021. Any proposal or submittal questions shall be addressed to purchasing@johnsoncitytn.org.

6. RESERVATION OF RIGHTS

The City reserves the right to undertake such investigation as it deems necessary to evaluate the proposals. The City may wish to make reasonable investigations (as deemed proper at its sole discretion) to determine the ability of the consultant to perform the work outlined. The

consultant shall agree to furnish the City all information and data for this purpose as requested. The City specifically reserves the right to reject any proposals if the evidence submitted by, or the investigation of, the consultant fails to satisfy the City that the consultant is qualified to perform any or all requirements of the proposal.

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 RFP.
- Cancel this RFP with or without submission of another RFP.
- Reserve the right to request additional information as part of this selection process.
- Issue additional solicitations for information and proposals, and conduct investigations with respect to the qualifications of each respondent.

PROPOSAL INSTRUCTIONS

INSURANCE

The attached Insurance Checklist (including a section for both the Insurance Agent and Contractor to fill out) and General Contract Form must be completed and **returned with the proposal package**. If bidder currently does not meet these insurance requirements but plans to obtain the coverage if awarded this project - then state so on the checklist. Successful vendor shall provide insurance certificate, as specified, prior to contract award. Cancellation

ECONOMY OF PREPARATION

Proposals 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 PROPOSALS

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

ACCEPTANCE OF PROPOSAL CONTENT

Proposals are to be valid for a minimum period of ninety (90) days from date of proposal deadline.

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 consultant. Failure of the successful consultant to accept these obligations may result in cancellation of the award.

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

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.

RFP ADDENDA

Any change to the RFP herein will be brought forward in the form of a written Addendum from the Purchasing Department that will be posted on our website. No oral interpretations or communication will affect or change in any way the information contained herein.

REQUIREMENTS FOR BIDS, REQUEST FOR PROPOSALS AND CONTRACTS

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

PROPOSAL SUBMISSION FORM

RFP# 6499 – EXECUTIVE RECRUITMENT CONSULTING SERVICES

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

Proposal Submitted by: _____

Proposers Signature: _____

Date: _____

Firm's name: _

Address:

Telephone: () _____

Email address: _____

THIS FORM MUST BE COMPLETED AND RETURNED TO BE CONSIDERED

INSURANCE CHECKLIST

(Recruitment Consulting Services)

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
- _____ 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 / Professional Liability \$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 "A" or better.
- ☒ 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, Auto 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: Network Privacy & Cyber Liability - \$1,000,000

INSURANCE AGENT'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: _____

RFP Number: **#6499**

Proposal or Project Name: **EXECUTIVE RECRUITMENT CONSULTING SERVICES**

This form and the General Contract Form shall be signed and returned with the proposal package. The Certificate of Insurance must be provided to Purchasing prior to contract award.

GENERAL CONTRACT FORM

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

INSURANCE

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

1. General Insurance Requirements:

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

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

1.3 The City of Johnson City (including its elected and appointed officials, agents, and employees) is to be named as an additional insured under all coverage except Worker's Compensation, Automobile Liability, 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 can not 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. Contractual Liability including protection for the Contractor from claims arising out of liability assumed under this contract;
 - v. Personal Injury Liability including coverage for offenses related to employment;
 - vi. Explosion, Collapse, or Underground (XCU) hazards.
- **Professional Liability/Miscellaneous Errors and Omissions** insurance which will pay for injuries arising out of errors or omissions in the rendering, or failure to render, professional services under the contract, in the amount shown in the Checklist.
- **Business Automobile Liability** including coverage for any owned, hired, or non-owned motor vehicles, Uninsured Motorists insurance, and Automobile Contractual Liability.

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

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

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

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

4. Alternative Coverage (Self Insurance)

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

5. Limits of Liability Coverage

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

6. Verification of Compliance

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

Contractor's Name: _____

EIN or SSN: _____

Authorized Representative (Printed): _____

Authorized Representative (Signature): _____

Title: _____

Date: _____

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



**SEALED SOLICITATION
GENERAL TERMS AND CONDITIONS**

Read Carefully – if applicable or unless specifically noted otherwise in the solicitation documents

1. ACCEPTANCE, REJECTION AND POSTPONEMENT

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

2. ADDENDA

Addenda will be issued to all known interested parties and posted on the City's website (listed above). All addenda issued shall become part of the solicitation documents. It is the vendor's responsibility to determine and acknowledge all addenda issued for a solicitation. No addendum will be issued less than two (2) working days prior to the solicitation opening as per TCA, 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

Bid tabulations and RFP/Rfq respondent's lists will be posted and available the next business day on our above website. Click on "awarded/opened solicitations".

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-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.

23. 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.

24. 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

25. 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.

26. 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.

27. 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.

28. PROTEST PROCEDURE

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

29. 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.

30. SAFETY STANDARDS

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

31. 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.

32. 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.

33. 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.

34. 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.

35. 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.

36. 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.

37. 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.

March 9, 2021

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

September, 2017



STATEMENT OF SOLICITATION DECLINE City of Johnson City, Tennessee

NOTE: If you do not intend to respond to this solicitation, please complete and return this form on or before the stated deadline to Purchasing Department, P. O. Box 2150, Johnson City, TN 37605 or via e-mail: 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: _____