



JOHNSON COUNTY GOVERNMENT

Request for Qualifications

Architectural/Engineering Services

Johnson County Health

Department Renovations

REQUEST FOR STATEMENT OF QUALIFICATIONS

Introduction

Johnson County Government is soliciting statements of qualifications and experience from qualified Architectural/Engineering firms or individuals to provide expert assistance services to include but not limited to interior/exterior renovations related to American Rescue Plan (ARP) funding and the Coronavirus Aid, Relief, and Economic Security (Cares) Act funding for the Johnson County Health Department. The purpose of this request is to begin obtaining adequate information by which the County may evaluate the various services offered by potential architectural/engineering firms.

Background

Located in the extreme Northeast of Tennessee, Johnson County has historically been comprised of rural agricultural areas with centralized urbanized areas in and around the Town of Mountain City. Johnson County has rural (unincorporated) communities surrounding the county seat of Mountain City. The county seat is the medical, economic, cultural, primary education, and social hub in the county of approximately 18,170 people. Johnson County consists of seven (7) districts composed of fifteen (15) commissioners representing the citizens of Johnson County.

Scope of Work

The principal representative of the eventually chosen firm is expected to assist, provide guidance and suggestions to Johnson County Government & the Johnson County Health Department. Upon selection of the chosen firm, communications for this project shall be between the principal architect/engineer and the Johnson County Mayor, Mr. Larry Potter (Primary Contact) or the Johnson County Health Department Director, Mrs. Caroline Chinouth (Secondary Contact). Services could include, planning, design, specification development, assistance with competitive solicitations, and/or construction. Johnson County is seeking professional services to include, but not limited to the following work:

- Renovations and expansion of existing drug room.
- Repairs of existing roof leaks.
- Grading and installation of drainage culverts to divert water from the existing building.
- Demolition of existing front concrete sidewalks, remove, form, and repour to meet ADA standards.
- Installation of ADA compliant handicap push button entrance on front waiting area/lobby doors.
- Installation of a key fob entry system on exterior doors to match existing key fob entry to drug room; including the ability for staff to quickly lock the front lobby doors from inside without having to use a key.
- Inside of the front health department waiting area/lobby, construction of two walls equipped with powered entry doors equipped with access control features (allowing staff to 'buzz' patients/visitors into controlled areas beyond the building waiting area/lobby).
- Design & installation of new exterior electronic signage.
- Additions to, and replacement of existing exterior lighting.
- Replacement of three existing 3-ton HVAC units.
- Replacement of the damaged side glass entrance into Annex meeting room.

Licensing

The Proposer shall provide proof that they are licensed and authorized to conduct business in Tennessee.

Qualifications and Experience – Submittal(s) shall include the following information:

- 1) Location of office(s)
- 2) A brief description of the Proposer's years in business
- 3) A description of the Proposer's client base (i.e.: government, private sector, etc.)
- 4) Form of business (i.e., individual, sole proprietor, corporation, LLC, partnership, etcetera)
- 5) A statement as to whether there is any pending litigation against the Proposer.
- 6) A statement as to whether, in the last ten years, the Proposer has filed (or had filed against it) any bankruptcy or insolvency proceedings.
- 7) A narrative description of the proposed project team.
- 8) A list of at least three (3) and no more than five (5) customer references for similar requests.
- 9) Submittals must include two (2) hard copies and one (1) digital copy (in PDF format)

RFQ Requirements

All responses to this request shall include the following:

- A copy of the firm's or individual's standard contract/agreement.
- This request for Qualifications and all contracts and services performed shall be in strict compliance with all Johnson County policies, terms & conditions; Tennessee Code Annotated where applicable; and other applicable law.
- Proposer's must provide a breakdown of hourly cost for services, this cost will include personnel costs, travel, equipment, materials, and any other costs associated with providing services.

Additional RFQ Requirements

The following terms apply to all responses to this RFQ

- Submittals will be accepted by the Johnson County Purchasing Department, Attn: Dustin Shearin, 211 N. Church Street, Mountain City, TN 37683 until 2:00 P.M. local prevailing time, Thursday October 12, 2023. **Qualifications must be submitted in a sealed envelope clearly marked "RFQ – Architectural/ Engineering Services – Johnson County Health Department" in the lower left corner.** All appropriate licensing and other required information must appear on the exterior of the submittal envelope, as required by T.C.A. 62-6-119.
- When submittals are sent via **U.S. Mail, FedEx, UPS, or any other carrier**; the **sealed submittal must be identified as above** and then placed inside of the appropriate shipping envelope, and **then clearly marked "RFQ – Architectural/Engineering Services – Johnson County Health Department" on the exterior of the shipping envelope.** This is necessary in order to prevent the accidental opening of submittals by separating sealed submittals from regular package delivery.
- **No qualifications may be sent via e-mail or fax. Submittals arriving after the announced opening time or absent of the aforementioned markings will not be accepted.**

Johnson County reserves the right to disregard all nonconforming, non-responsive, or conditional submittals; to reject any or all submittals; to limit quantities; to waive formalities and informalities; and to evaluate submittals and accept any submittal or any part of any submittal that is judged, in our opinion, to be the best quality, value and service to Johnson County. This RFQ does not commit Johnson County to award a contract, to pay any costs incurred in the preparation of a submittal for this RFQ, or to procure a contract for any services. All materials submitted will become the property of Johnson County Government. The "review period" is normally completed within forty-five business days following the opening; however, under some circumstances, a longer review period may be required. Submittals shall be valid for no less than 90 days.

Condition of Acceptance by Johnson County

This RFQ does not commit Johnson County to award a contract, to pay any costs incurred in the preparation of a submittal for this RFQ, or to procure a contract for services. Johnson County reserves to right to accept or reject any or all submittals received as a result of this request; negotiate with any qualified source or cancel this RFQ in part or in whole. All contracts resulting from this RFQ are subject to funds availability, as well as the acceptance of and approval by the local governing body and any other governmental entity having interest in the project.

Johnson County will evaluate all statements of qualifications and determine if further formal or informal review is required by the County. See evaluation criteria listed below.

Insurance

An insurance certificate shall be submitted prior to the commencement of any work and shall remain in force throughout the life of the contract and shall provide coverage in amounts no less than those amounts specified below. **Johnson County is to be named as an “additional insured” for the duration of the project.**

- 1) Workmen’s Compensation Insurance as required by statutory law and including Employer’s Liability (Coverage B) and shall have limits not less than \$500,000.00.
- 2) Public Liability Insurance:
 - a) Comprehensive General Liability Insurance which is the basic coverage for the Contractor for his negligent acts, errors, and omissions.
 - b) Contractor’s Protective Liability Insurance which protects the contractor from liability arising from any negligent acts of his subcontractors.
 - c) Blanket Contractual Liability Insurance which is an extension of the regular general liability policy to cover any written contract entered into by the insured contractor.
 - d) Completed Operations Liability Insurance which is a form of insurance extending the time limit of the general liability policy to cover claims that may arise after work has been completed and turned over to the Owner.

Contractor’s Comprehensive Liability Insurance including Automobile. Combined single limit or equivalent split limits:

Bodily Injury Each person _____ \$1,000,000.00
 Each Occurrence _____ \$1,000,000.00
 Annual Aggregate _____ \$2,000,000.00

Property Damage including completed Operations Broad Form:

Each Occurrence _____ \$1,000,000.00
 Annual Aggregate _____ \$2,000,000.00

Automobile Liability - Owned, Non-owned and hired:

Bodily Injury & Property Damage _____ \$1,000,000.00
 (combined single limit)

- 3) Each policy shall provide that such policy cannot be altered or cancelled without first giving at least twenty (20) consecutive calendar days’ notice with such twenty (20) consecutive calendar days commencing after receipt by the Owner. This may be accomplished by either appearing in the body of the policy or by an appropriate endorsement or rider to the policy.

<u>Evaluation Criteria</u>	<u>Maximum Possible Points</u>
Proper Qualifications	40
Familiarity with ARP program and eligibility requirements	20
Familiarity with CARES ACT program and eligibility requirements	20
Executive Summary	5
Company Profile/Experience/Cost	5
References	5
Terms and Conditions	5

Statement of Qualifications should be submitted to the Johnson County Purchasing Department, Attn: Dustin Shearin, 211 N. Church Street, Mountain City, TN 37683 until 2:00 P.M. local prevailing time, Thursday October 12, 2023. Qualifications must be submitted in a sealed envelope clearly marked “RFQ Architectural/Engineering Services – Johnson County Health Department.”

All firms that provide a submittal for this RFQ will be notified of results once the reviews are completed by the Johnson County.



JOHNSON COUNTY, TENNESSEE GENERAL PROCUREMENT TERMS AND CONDITIONS

Note: Throughout this document the terms Proposer, Contractor, Company, Vendor, Firm or Bidder are used interchangeably and refer to any organization submitting a response to any solicitation. Additionally, the terms ITB, RFP, RFQ, quote, bid or proposal are also used interchangeably and refer to the submission in response to any solicitation.

- 1. ACCEPTANCE:** All terms and conditions in this invitation are deemed to be accepted by the bidder and incorporated in the bid, except the provision(s) which are expressly excluded by the bid specifications.
- 2. ADDITIONAL INFORMATION:** Bidders are cautioned that any statement made by any individual or employee of Johnson County that materially changes any portion of the bid document, either before or after the issuance of the bid documents, shall not be relied upon unless subsequently ratified by a formal written amendment to the bid document. All questions pertaining to this bid shall be routed to the Johnson County Purchasing Agent via email to purchasing@johnsoncountyttn.gov or by calling 423-727-7861.
- 3. ALTERATION OR AMENDMENTS:** No alterations, amendment, changes, modifications or additions to any contract resulting from this bid shall be binding on Johnson County without the prior written approval of the County.
- 4. ALTERNATE BIDS:** Alternate bids (defined as bids that do not comply with the bid terms, conditions, and specifications) are not acceptable and will be rejected unless authorized by the invitation to bid. Vendors may submit more than one bid providing that all such bids comply with bid terms, conditions and specifications.
- 5. ASSIGNMENT:** Contractors shall not assign or sub-contract this agreement, its obligations or rights hereunder to any party, company, partnership, incorporation or person without the prior written consent of Johnson County.
- 6. AUTHORIZATION TO BIND:** All bids shall be signed by an authorized officer or employee of the bidder.
- 7. AWARD:** Award (if any) will be made to the most responsive, responsible bidder(s) meeting specifications, who presents the product or service that is in the best interest of Johnson County. Johnson County reserves the right: (1) to award bids received on an "all or none" basis, and/or by awarding to multiple vendors, and/or the basis of individual items, and/or groups of items, and/or on the entire list of items; (2) to reject any or all bids, or any part thereof; (3) to waive any informality in the bids; and (4) to accept the bid that is considered lowest and best which meets the needs of Johnson County. No local preference will be factored into awarding the contract(s) or purchase order(s), except those as applicable to the lawful fulfillment of awarded contract(s).
- 8. BID AMENDMENT:** If it becomes evident that an invitation must be amended, a formal written amendment will be issued to all known Bidders. If necessary, a new due date will be established. Johnson County has the right to amend to or retract from this solicitation any language that it deems should be changed in order to receive the most responsive bid submission for the benefit of Johnson County. These amendments or retractions must be completed 72 hours prior to the bid submission deadline. Johnson County will attempt to inform all known parties interested in this Invitation to Bid of these amendments to the best of its ability. Johnson County is not liable to ensure receipt of these amendments by any bidder. Amendments not realized in bid submission documents may result in the bidder being deemed as non-responsive.
- 9. BID COPIES:** Johnson County requires that one original bid be submitted, unless otherwise stated in the bid package.

10. BID DELIVERY: Johnson County requires that all bids be submitted and time/date-stamped by the required submission date and before the time specified in the bid documents to be considered, regardless of method of delivery. The County is not responsible for any technical difficulties of any vendor in the delivery of its bid. No late bids will be accepted, opened or returned. Johnson County will not be responsible for any lost or misdirected mail sent by common carrier. Bids left with anyone other than the Purchasing Agent are not considered delivered to or received by the Purchasing Agent. Johnson County will not be responsible for bids delivered to other addresses other than the one listed at the top of this solicitation. The Purchasing Agent's clock shall serve as the official record of time. Bids are not considered delivered until the Purchasing Agent has acknowledged the sealed document is in their possession.

Solicitations must be in a sealed envelope/box prior to entering the Purchasing Agent's office. Purchasing Department personnel are not allowed to see the submittal nor assist in placing documents in an envelope/box. Additionally, the Purchasing Department is not responsible for providing materials (e.g. envelopes, boxes, tape) for submittals.

11. BID FORMS: Vendors must complete bid forms contained in the bid package. Failure to fully complete the bid forms may result in rejection of the bid. All information shall be entered in ink or typed/computer generated. Mistakes may be crossed out and corrections inserted before submission of your bid. Corrections shall be initialed in ink by the person signing the bid. Corrections and/or modifications received after the closing time specified will not be accepted. All original bids submitted must be signed in ink to be considered.

12. BID PREPARATION: Prospective bidders are solely responsible for their own expenses in BID preparation and subsequent negotiations with Johnson County, if any. Expenses for bids shall not be chargeable to Johnson County in any manner.

13. BID PRICING: Any bid, and its associated pricing, shall remain valid for at least three (3) months after the bid due date, unless otherwise indicated in the bid specifications. Unit price must be shown for all products or services. In case of error in extension, unit price will govern.

14. BID SUBMISSION AND TRANSMISSION: Bid must be submitted in a sealed envelope with the Bid Number/Name, the closing date and time, as well as your company name provided on the envelope. If your response envelope is enclosed in another envelope/package for delivery, the latter should also be clearly labeled with the same identifying information.

All bids are to be F.O.B. Johnson County, TN. All responses to this invitation become the property of Johnson County.

Due to the nature of information requested, the Johnson County Purchasing Agent will not accept electronically transmitted bids. Any Bids/Proposals submitted via e-mail or facsimile machine will not be accepted.

15. BOYCOTT OF ISRAEL STATEMENT: By submission of this signed bid, the bidder certifies that the vendor is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel. Per Tennessee Code Annotated, Title 12, Chapter 4, Part 1, as amended by Public Chapter 775.

16. BRAND NAMES: Brand names and numbers, when used, are for reference to indicate the character or quality desired. Equal items will be considered, provided they are clearly identified by manufacturer, part number, diagrams, brochures and other related material, *unless stated otherwise in the bid specifications*. When brand, number, or level of quality is not stated by the bidder, it is understood the offer is exactly as specified.

17. CODE OF ETHICS: Johnson County, through its Procurement Rules, has adopted the National Institute of Government Purchasing (NIGP) as well as the Johnson County Government Code of Ethics. All suppliers are expected to adhere to business ethics and professional behaviors as outlined in these documents.

18. **COMPLIANCE WITH ALL LAWS:** Companies submitting bids must agree to observe and comply with all federal, state, and local laws, statutes, ordinances, and regulations, including but not limited to Title VI of the Federal Civil Rights Act of 1964, the Equal Employment Opportunity Act and the regulations issued there under by the federal government, the Americans with Disabilities Act of 1990 and the regulations issued there under by the federal government, in any manner affecting the provision of goods and/or services, and all instructions, prohibitive orders issued, and shall obtain all necessary permits.
19. **DECLARATIVE STATEMENT:** Any statement or word (e.g., must, shall, will) are declarative statements and the vendor must comply with the conditions. Failure to comply with any such statement may result in their bid being deemed non-responsive and disqualified.
20. **DEFAULT:** In case of default by the bidder, the County may procure the articles or services from other sources and may deduct from any monies due, or that may thereafter become due to the vendor, the difference between the price named in the contract or purchase order and actual cost thereof to the County. Prices paid by the County shall be considered the prevailing market price at the time such purchase is made. Periods of performance may be extended if the facts as to the cause of delay justify such extension in the opinion of the Purchasing Agent.
21. **DELIVERY REQUIREMENTS:** Time of delivery shall be stated as the number of calendar days following receipt of the order by the vendor to receipt of the goods or services by the County. *Note: Time of delivery may be a consideration in the award.*
22. **DISCOUNTS FOR PROMPT PAYMENT:** Bidders may include an option for cash discounts off of their quoted price, with terms of payment to be a minimum of Net 20. If a discount for prompt payment is offered by the bidder, it must be shown in the bidder's response; however, discounts for prompt payment will not be considered in the evaluation of bids or proposals. If earned, the County will take all discounts offered for prompt payment, provided correct and proper invoices, prepared in accordance with the terms of the purchase order or contract, are processed and payment is issued or post-marked to the successful bidder within the stipulated time frame.
23. **DRUG-FREE WORKPLACE PROGRAM FOR CONSTRUCTION SERVICES:** Law prohibits state or local governments from contracting for construction services with any private entity having five or more employees who has not furnished a written affidavit by its principal officer at the time of the bid or contract stating that the contractor is in compliance with the provisions of this act. Companies, other than construction services, are also encouraged to have and maintain drug-free workplace policies.
24. **EXCEPTIONS:** Bidders taking exceptions to any part or section of this invitation shall indicate such exceptions on the bid form. Failure to indicate any exception will be interpreted as the bidder's intent to comply with and/or supply the requirements as written in the bid document and these General Terms and Conditions.
25. **GOVERNING LAW:** This Contract shall be governed by the laws of the State of Tennessee, and all obligations of the parties are performable in Johnson County, Tennessee. The Courts of Johnson County, Tennessee, shall have exclusive and concurrent jurisdiction of any disputes which arise hereunder.
26. **GRANT FUNDED PURCHASES:** For purchases that are grant funded, the Grant Agreement may contain/require special terms and conditions. If there is a conflict between the terms and conditions of the Grant Agreement and the General Terms and Conditions of the Bid or RFP, the Grant Agreement Terms and Conditions shall prevail.

- 27. INCLEMENT WEATHER:** During periods of inclement weather in Johnson County, the Purchasing Department will enact the following procedures in regards to solicitations and weather delays.
- If the Mayor closes the administrative offices prior to the time set for solicitation opening of any business day, all solicitations due that same day will be moved to the next operational business day.
 - Other weather issues shall be at the sole discretion of the Purchasing Agent.
 - Johnson County shall not be liable for any commercial carrier's decision regarding deliveries during inclement weather.
- 28. INDEMNIFICATIONS/HOLD HARMLESS:** The vendor shall hold the County, its officers, agents, servants, and employees, harmless from liability of any nature or kind because of use of any copyrighted, or un-copyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used under this bid, and agrees to defend, at his own expense, any and all actions brought against the County or himself because of the unauthorized use of such articles.
- 29. IRAN DIVESTMENT ACT:** By submission of a 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 is not on the list created pursuant to T.C.A. §12-12-106.
- 30. MULTIPLE BIDS:** Johnson County will consider multiple bids that meet specifications.
- 29. NEW EQUIPMENT:** The bidder shall guarantee that the units submitted for this bid shall be new, and the latest and most improved model of current production, and shall be first quality as to workmanship and materials used in said units. All modifications shall be made at the factory. Demonstrators shall not be acceptable. *NOTE: When the bid is for services, this item does not apply.*
- 30. NON-COLLUSION:** Vendors, by submitting a signed bid, certify that the accompanying bid is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Tennessee or United States law.
- 31. NON-CONFLICT STATEMENT:** Vendors, by submitting a signed bid, agree that it has no public or private interest and shall not acquire directly or indirectly any interest that would conflict in any manner with the provision of its goods or performance of its services. Supplier warrants that no part of the total Contract amount provided herein shall be paid directly or indirectly to any officer or employee of Johnson County as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor or consultant to the Contractor in connections with any goods provided or work contemplated or performed relative to the agreement. No member of the County Legislative Body, and no other officer, employee, or agent of the County who exercises any functions or responsibilities in connection with the carrying out of the Project to which this contract pertains, shall have any personal interest in, and/or receive any monies or anything of value directly or indirectly from this Contract.
- 32. NON-DISCRIMINATION STATEMENT:** Supplier must agree that no person on the grounds of age, color, disability, gender, genetic information, national origin, political affiliation, race, religion, sexual orientation, or veteran's status shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this agreement, or in the employment practices of Vendor. Supplier shall upon request show proof of such non-discrimination, and shall post in conspicuous places available to all employees and applicants notices of non-discrimination. Suppliers' covenants that it complies with the Fair Wage and Hour Laws, the National Labor Relations Act, and other federal and state employment laws as applicable. Supplier covenants that it does not engage in any illegal employment practices.

33. **PAYMENT METHOD:** Johnson County utilizes Purchase Orders when placing orders for products. Hard Copy Purchase Orders will be generated by the Johnson County Purchasing Department and will be made to the vendor upon request. The Johnson County Director of Accounts & Budgets has final say as to the payment of invoices.
34. **PAYMENT TERMS:** Johnson County payment terms are Net 30 after receipt/inspection of merchandise and receipt of invoice unless otherwise stated in the bid documents.
35. **POSSESSION OF WEAPONS:** All vendors and their employees and their agents shall comply with all "No Firearms Allowed" signs posted at government buildings.
36. **PUBLIC ACCESS TO PROCUREMENT INFORMATION:** Subject to the requirements of the TN Open Records Act and the Johnson County Open Records Policy, information relating to the award of a particular contract shall be open to the public only after evaluation of that bid or proposal has been completed. All public records pertaining to procurement shall be open for inspection by Tennessee Residents during normal business hours as scheduled in advance with the Purchasing Agent. Requests for copies of procurement records are also subject to these same policies.
37. **PROTEST OF AWARD:** Any vendor who has submitted a timely bid or proposal in response to a solicitation may protest the recommendation of award for a contract. Such protest concerning the award of any bid or proposal shall be addressed to the Johnson County, TN Purchasing Agent. Protest shall be made in writing to the Purchasing Agent and shall be filed within five (5) business days after the intended award is publicly announced. A protest is considered filed when received by the Purchasing Agent and written confirmation is given back to the protester. The written protest shall include the name and address of the protester, identification of the procurement, a statement of the specific reasons for the protest and supporting exhibits. The submitted information will be reviewed with the appropriate Department Head and County Attorney to render a final decision and a formal response provided within five days. This decision relative to the protest shall be considered final.

FAILURE OF A VENDOR TO FOLLOW THE PROTEST REQUIREMENTS WITHIN THE TIME FRAMES PRESCRIBED IN THIS SECTION CONSTITUTES A WAIVER OF THE PROTEST AND ANY RESULTING CLAIMS.

38. **QUALIFICATIONS OF BIDDERS:** A bidder may be required, before the award, to show to the complete satisfaction of Johnson County that it has the necessary facilities, ability, insurance, and financial resources to provide the service or goods specified.
39. **RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS:** It is the responsibility of the prospective bidder to review the entire invitation to bid (ITB) or request for proposal (RFP) packet and to notify the Purchasing Agent if the specifications are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the specifications of bidding procedures must be received in the Purchasing Agent *not less than seventy-two hours* prior to the time set for bid opening. These requirements also apply to specifications that are perceived to be ambiguous.
40. **SAMPLES:** Samples of articles, when required, shall be furnished free of cost of any sort to the County and may be retained for future comparison. Samples which are not destroyed by testing or which are not retained for future comparison will be returned upon request *at bidder expense*.
41. **SAFETY DATA SHEETS:** After award, the successful bidder(s) will be required to provide the County with a master set of Safety Data Sheets for any applicable products.
42. **SPECIAL CIRCUMSTANCE NEGOTIATIONS:** In certain circumstances, as authorized in the Procurement Rules, after a competitive process has been utilized, the contract may be competitively negotiated and awarded.
43. **TAXES:** Johnson County is a Tennessee Government tax-exempt organization. Tennessee Sales, Use &/or federal excise taxes should not be included in your bid.

44. **TERM BID AGREEMENTS:** If this bid results in term bid contract pricing with the vendor, Johnson County must receive all general price decreases that other similar customers receive. Johnson County may choose to issue purchase orders as a contract based off of bid submission pricing, in lieu of separate contract documents.
45. **TERMINATION FOR CAUSE:** In the event of any breach of contract by the successful service provider(s), Johnson County may serve written notice to the service provider of its default, setting forth with specificity the nature of the default. If the defaulting party fails to cure its default within thirty (30) days after receipt of the notice of default, then Johnson County shall have the right to terminate the contract upon thirty (30) days written notice and pursue all other remedies available to Johnson County, either at law or in equity.
46. **TERMINATION FOR CONVENIENCE:** Contract may be terminated for convenience by the County by giving written notice to the Contractor, at least sixty (60) days before the effective date of termination unless otherwise specified in the solicitation and/or contract documents. Said termination shall not be deemed a Breach of Contract.
47. **TERMINATION DUE TO NON-APPROPRIATION:** Johnson County shall not be obligated for the Contractor's performance hereunder or by any provision of this Contract during any of the County's future fiscal years unless and until the County appropriates funds for this Contract in the County's Budget for each such future fiscal year.
48. **TN COOPERATIVE PURCHASING:** Also known as piggybacking, Johnson County reserves the right to extend the terms, conditions, and prices of this contract to other Institutions (such as State, Local and/or Public Agencies) who express an interest in participating in any contract that results from bids and/or proposals. Each of the piggyback institutions will issue their own procurement documents for purchasing of the goods. Bidder agrees that Johnson County shall bear no responsibility or liability for any agreements between Bidder and the other Institution(s) who desire to exercise this option.
49. **TN DEPARTMENT OF REVENUE REQUIREMENTS:** Before the Contract resulting from this solicitation is signed, the apparent successful Proposer must be registered with the Department of Revenue for the collection of Tennessee sales and use tax. The County shall not approve a contract unless the Proposer provides proof of such registration. The foregoing is a mandatory requirement of an award of a contract pursuant to this solicitation.
50. **TERMS AND CONDITIONS:** In the event of a conflict between the bid specifications and these terms and conditions, the specifications will govern. Johnson County reserves the right to negotiate other terms and conditions it deems appropriate and necessary under the circumstances to protect the public's trust.
51. **USE OF BID FORMS:** Vendors must complete the bid forms contained in the bid package. Failure to complete the bid forms may result in bid rejection.
52. **VENDOR REGISTRATION:** A completed W-9 shall accompany the vendor's bid submission.
53. **VISA ACCEPTANCE:** Awarded contractors should have the capability of accepting the Johnson County's authorized VISA Procurement Card (P-card) as a method of payment. Price changes or additional fee(s) may not be assessed when accepting the p-card as a form of payment. The successful bidder may receive payment from the County by the p-card in the same manner as other VISA purchases. VISA acceptance is preferred but is not the exclusive method of payment by Johnson County.
54. **WARRANTIES:** All warranty information must be furnished.
55. **WAIVING OF INFORMALITIES:** Johnson County reserves the right to waive minor informalities or technicalities when it is in the best interest of Johnson County.

JOHNSON COUNTY DOES NOT DISCRIMINATE ON THE BASIS OF AGE, COLOR, DISABILITY, GENDER, GENETIC INFORMATION, NATIONAL ORIGIN, POLITICAL AFFILIATION, RACE, RELIGION, SEXUAL ORIENTATION, OR VETERAN'S STATUS IN THE EVALUATION AND AWARD OF BIDS.