





## **TOWN OF ERWIN**

## **BID INVITATION**

**211 North Main Avenue  
P.O. Box 59  
Erwin, TN 37650  
423-743-6231**

### **ROOF REPLACEMENT FOR ERWIN FIRE DEPARTMENT BID SPECIFICATIONS**

The Town of Erwin, Tennessee is soliciting proposals from qualified vendors to furnish, remove existing TPO roof system, and install new TPO roof system.

No subcontracting allowed for the purchase or installation.

The bid price must include the following:

1. All parts, labor, equipment, supplies, and services necessary to install a new roofing system at the Fire Department building.
2. Remove existing TPO roof system.
3. Install approximately 3,200 square feet of TPO Roof System.
4. Flash must be done based off of industry requirements.
5. Start Up and Verify Operations
6. Warranty information
7. Crane or lifts needed for the job
8. Installation must be done per state and local codes.

For additional information please contact:

**James Bailey**  
**423-388-5317**  
[jdbailey@erwintn.org](mailto:jdbailey@erwintn.org)

**Jason Harris**  
**423-388-0067**  
[jharris@erwintn.org](mailto:jharris@erwintn.org)



## **TOWN OF ERWIN**

## **BID INVITATION**

**211 North Main Avenue  
P.O. Box 59  
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423-743-6231**

### **Bidder Instructions**

#### **LICENSES, FEES, PERMITS**

The Contractor is responsible for furnishing the proper licenses, fees, and permits required by law to do business in the Town of Erwin in completion of the requirements stated herein. All work shall be completed in accordance with the jurisdictions adopted building codes, state and federal laws.

#### **SITE INSPECTION**

Vendors may or may not be required to visit the JOBSITE to familiarize themselves with the jobsite conditions, measurements, work and materials necessary to complete the project prior to submitting a bid. Contact James Bailey 423-388-5317 or Jason Harris 423-388-0067 to schedule a jobsite visit.

#### **ENVIRONMENTAL**

It is the intent of these specifications to exclude all substances which are potentially hazardous. The Contractor is to be aware of this intent and verify through his subcontractors, suppliers, and manufacturers that all materials and products provided for this facility shall be free of known environmental hazardous substances including formaldehyde, PCB's, and asbestos related materials. No such materials shall be installed, even on a temporary basis, in any location of the project.

#### **INSURANCE**

The attached Insurance Checklist (which includes a section for the Insurance agent to complete), Certificate of Insurance, and General Contract Form must be completed and returned with the bid package. If contractor currently does not meet these requirements but intends to obtain if awarded this project then state so on the checklist. Successful vendor will be required to provide certificate of insurance, as specified, prior to contract release by the City Recorder.

#### **DRUG FREE WORKPLACE**

All bidders must execute the Drug Free Workplace Affidavit to verify compliance with TCA 50-9-113 and return same with bid response. Failure to comply with this requirement will declare that bid non-responsive. **(See Attachments)**

#### **SECTION I – PURPOSE OF THE DRUG & ALCOHOL TESTING PROGRAM**

The Town of Erwin recognizes its responsibility to provide safe and efficient operations for our employees, our citizens and the general public. Our commitment to provide safe and efficient operations is shown by the implementation of programs and procedures which ensure compliance with appropriate safety measures, as well as the letter and intent of all applicable laws and regulations. There is sufficient evidence to conclude that

the use of illegal drug/alcohol; drug/alcohol dependence and drug/alcohol abuse seriously impairs an employee's performance and general physical and mental health. The illegal possession and use of drugs, alcohol and/or narcotics by employees of the Town is a crime in this jurisdiction and is clearly unacceptable. Therefore, the Town of Erwin has adopted this written policy to ensure an employee's fitness for duty as a condition of employment; to ensure the drug tests and alcohol tests are conducted on safety-sensitive positions in the categories of: pre-employment, random testing, suspicion testing, and return-to-duty testing. To comply with TCA Title 50 Chapter 9 Part 1, all bidders and/or those proposing to do service with the Town must have a testing program of the same or better than the requirements of the Town of Erwin.

### **PAYMENT TERMS**

Payment terms will be net 30 days after final completion and acceptance by the Town.

### **STATE CONTRACTORS LICENSE**

If bid is \$25,000+ Bidder must be a licensed contractor in the State of Tennessee, as required by the Contractor's Licensing Act of 1994, State of Tennessee. The attached "Contractors Envelope Form" must be completed and attached to the outermost bid submittal envelope prior to bid opening date/time or attached to electronic bid submittal documents. A copy of the Bidder's State Contractor License shall be included with the bid package.





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**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 Town to make an award. The Town 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 Town.

**2. ADDENDA**

Addenda will be issued to all known interested parties and posted on the Town's website (erwin.tn.org). 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/RFQ is determined to be in the best interest of the Town. The Town 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 Town shall have 60 days to issue a contract. Any contract past that period must be mutually agreed upon by both parties.

**5. BRAND NAMES**

By referencing a product or service name as "or approved equal", the Town 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 Town alone will determine whether an alternate is equivalent and meets the standards of quality and performance for the Town's use. A sample or demonstration may be required at the expense of the vendor.

**6. 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.

**7. CONSTRUCTION DOCUMENTS**

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

**8. DEFAULT**

In case of contractor default or failure to provide material or service according to the solicitation, the Town 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 Town reserves the right to remove a company in default from the active vendor list for a time period to be determined by the Director of Purchasing.

**9. DELIVERY**

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

**10. DISCOUNT AND PAYMENT**

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

**11. EQUAL OPPORTUNITY**

It is the policy of the Town of Erwin to ensure compliance with Title VI of the Civil Rights Act of 1964; 49 CFR, Part 21; related statutes and regulations to that end that no person shall be excluded from participation in or be denied benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance or any other funding source on the grounds of race, color, sex, national origin, or ancestry. By virtue of submitting a response to this solicitation, vendors agree to comply with the same non-discrimination policy.

**12. EVALUATION**

BID/RFP/RFQs will be evaluated according to the criteria set forth in the document with the degree of importance determined by the Town.

**13. 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.

**14. FOB (FREE-ON-BOARD) POINT**

All prices quoted shall be FOB destination, freight prepaid and allowed unless otherwise stated in the solicitation document. The seller pays and bears the freight charges and owns the goods while they are in transit. Title passes at the designated Town location.

**15. INDEMNIFICATION**

The vendor shall guarantee and certify by submitting a response to this solicitation that if successful, they shall indemnify and defend the Town 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, Town employees or other persons, or against any lawsuits arising from alleged or actual patent infringements, and shall hold the Town, its various departments, employees, and any and all persons or entities acting on its behalf harmless from the same.

**16. INSPECTION**

All supplies or materials purchased as a result of this solicitation are subject to inspection and rejection by the Town. Rejected materials will be returned at the vendor's expense.

**17. INSURANCE**

The contractor shall maintain, at their expense, such insurance as required by the solicitation. Such insurance shall protect the Town for claims of damages which may arise during operations under this contract whether such operations be by the Contractor or by any subcontractor or anyone directly or indirectly employed by either of them. Any required insurances shall be maintained for the term of the contract and beyond the term of the contract when so required in the solicitation.

**18. IRAN DIVESTMENT ACT**

Pursuant to the Iran Divestment Act Tenn. Code Ann. § 12-12-106 requires the State of Tennessee Chief Procurement Officer to publish, using creditable information freely available to the public, a list of persons it determines engage in investment activities in Iran, as described in § 12-12- 105. Inclusion on this list makes a person ineligible to contract with the Town of Erwin; 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/PublicInformation-library>.

**19. LICENSES, FEES, PERMITS**

The contractor is responsible for furnishing the proper licenses, fees, and permits required by law to do business with the Town of Erwin in completion of the project. All work shall be done in accordance with the latest building codes, state and federal laws relative to the contract.

**20. MULTIPLE ITEM BIDS**

The Town 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 Town's best interest.

**21. NON-COLLUSION AGREEMENT**

By submitting this solicitation, the agent representing all officers, partners, owners, representatives, employees or interested parties of the vendor's firm certifies to the best of his/her knowledge and belief this bid/proposal to the Town of Erwin, 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 Town of Erwin has promised any personal, financial or other beneficial interest, either directly or indirectly, in order to influence award of this solicitation.

**22. PARTS AND SERVICE**

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

**23. 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.

**24. PRICING**

All pricing must appear in the spaces provided on the Town'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 Town 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.

**25. 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.

**26. PROTEST PROCEDURE**

Any protest to the award of a contract by the Town of Erwin shall be submitted in writing to City Recorder and delivered not later than seven (7) calendar days from the date of the Town's award decision. Such protest must include a protest bond in the amount of \$350 (cashier's check payable to the Town of Erwin or Cash) submitted to the City Recorder before the Town 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 Town Recorder, the bond will be retained to cover costs associated with the protest.

**27. QUESTIONS**

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

**28. 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 Town reserves the right to postpone any solicitation opening under circumstances warranting such action, including but not limited to instances when the Town receives fewer than two responses.

**29. 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.



**30. SUBMITTAL OF SEALED BIDS/RFPS/RFQS**

Any forms furnished by the Town 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. 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 Erwin Town Hall. If not offering a solicitation response, the vendor is encouraged to complete the "Statement of Decline" form and return prior to the opening.

**31. TAXES**

The Town is exempt from Federal excise tax, State, and Town 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.

**32. TERM OF CONTRACT**

Unless otherwise stated, the Town 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 Town may cancel any contract for cause, or non-appropriation of funds, following written notification of intent.

**33. WARRANTY**

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



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### **Requirements for Bids, Requests for Proposals, and Contracts Between the Town of Erwin and Other Parties**

The Town of Erwin has established the following requirements for use in all bids and contracts between the Town 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 Town, 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 Town 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 Town, while it may designate in writing a representative on a particular project, shall only be bound by a majority vote of the Board of Mayor and Alderman or by the limited authority delegated to the Town Recorder pursuant to Town Ordinance. No personal representative of the Town assigned to a particular project may bind it in excess of the dollar amounts granted to the Town Recorder by Ordinance, and no personal representative assigned to a particular project may bind the Town for an amount equal to or less than the dollar amounts granted to the Town Recorder by Ordinance without the Town Recorder's approval.
3. The Town 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 Town shall be final and binding on the Town, unless the Town so agrees in any dispute with any party including but not limited to an architect, a contractor, a subcontractor, an engineer, etc. If the Town agrees to be bound pertaining to a dispute, then the monetary limits contained in the Town's ordinances regarding the authority of the Town Recorder shall prevail, and any amounts exceeding the authority of the Town Recorder shall be referred to the Board of Commissioners for their consideration.
5. The Town shall not participate in any mediation or arbitration regarding any agreement to which it is a party, and all matters left unresolved between the Town and any other party, person, or entity shall be resolved in a court of competent jurisdiction in either Unicoi 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 Town property, real, personal, or mixed, no matter where that property is located. Should a party or entity contracting with the Town or acting as a subcontractor or sub-subcontractor file a lien against any property, real, personal, or mixed, owned by the Town, then that party or entity shall take immediate steps at its own cost and expense to remove said lien, or the Town 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 Town shall exercise its sole discretion before agreeing to any assignments of any contracts or subcontracts regarding any project in which the Town is involved. No contract with the Town shall be assignable without the Town's sole, discretionary, absolute consent.

8. The Town 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 Town shall not waive any claims it has in the making of final payment in any project in which it is involved. The Town 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 Town terminates with or without cause any agreement to which this document is attached, then in such event the Town shall be liable only for the actual work and costs that have accrued at or before the date of the Town's termination. In no event shall the Town 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 Town 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 Town shall not waive the rights of subrogation of its insurers or itself for any purpose whatsoever, and the Town shall not cause any such endorsements to be placed on any policies to which it is a party.
12. Unless the Town elects otherwise, the Town shall not provide any "builders' risk" or an "all-risk" or equivalent policy for any reason whatsoever for any project in which the Town 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 Town as an additional insured. The Town 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 Town shall not insure the interests of any other person or entity, nor shall the Town add any other person or entity as an additional insured to any of its policies.
13. The Town shall not waive any rights regarding the loss of use of the Town'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, Town, 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 Town 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 Town of Erwin for late payments shall be at the rate of interest at which the Town pays on its most recently issued bonds.
16. The Town 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 Town of Erwin 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 Town of Erwin, Tennessee. The Town of Erwin 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 Town'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 Town's use thereof.
  
20. The Town, 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 Town 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.



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1. The Town 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 Town, while it may designate in writing a representative on a particular project, shall only be bound by a majority vote of the Board of Mayor and Alderman or by the limited authority delegated to the Town Recorder pursuant to Town Ordinance. No personal representative of the Town assigned to a particular project may bind it in excess of the dollar amounts granted to the Town Recorder by Ordinance, and no personal representative assigned to a particular project may bind the Town for an amount equal to or less than the dollar amounts granted to the Town Recorder by Ordinance without the Town Recorder's approval.
3. The Town 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 Town shall be final and binding on the Town, unless the Town so agrees in any dispute with any party including but not limited to an architect, a contractor, a subcontractor, an engineer, etc. If the Town agrees to be bound pertaining to a dispute, then the monetary limits contained in the Town's ordinances regarding the authority of the Town Recorder shall prevail, and any amounts exceeding the authority of the Town Recorder shall be referred to the Board of Commissioners for their consideration.
5. The Town shall not participate in any mediation or arbitration regarding any agreement to which it is a party, and all matters left unresolved between the Town and any other party, person, or entity shall be resolved in a court of competent jurisdiction in either Unicoi 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 Town property, real, personal, or mixed, no matter where that property is located. Should a party or entity contracting with the Town or acting as a subcontractor or sub-subcontractor file a lien against any property, real, personal, or mixed, owned by the Town, then that party or entity shall take immediate steps at its own cost and expense to remove said lien, or the Town 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 Town shall exercise its sole discretion before agreeing to any assignments of any contracts or subcontracts regarding any project in which the Town is involved. No contract with the Town shall be assignable without the Town's sole, discretionary, absolute consent.



8. The Town 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 Town shall not waive any claims it has in the making of final payment in any project in which it is involved. The Town 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 Town terminates with or without cause any agreement to which this document is attached, then in such event the Town shall be liable only for the actual work and costs that have accrued at or before the date of the Town's termination. In no event shall the Town 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 Town 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 Town shall not waive the rights of subrogation of its insurers or itself for any purpose whatsoever, and the Town shall not cause any such endorsements to be placed on any policies to which it is a party.
12. Unless the Town elects otherwise, the Town shall not provide any "builders' risk" or an "all-risk" or equivalent policy for any reason whatsoever for any project in which the Town 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 Town as an additional insured. The Town 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 Town shall not insure the interests of any other person or entity, nor shall the Town add any other person or entity as an additional insured to any of its policies.
13. The Town shall not waive any rights regarding the loss of use of the Town'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, Town, 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 Town 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 Town of Erwin for late payments shall be at the rate of interest at which the Town pays on its most recently issued bonds.
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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.
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20. The Town, 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 Town 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.



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**BID INVITATION**

**Drug- Free Workplace Affidavit**

State of \_\_\_\_\_ County of \_\_\_\_\_

I, \_\_\_\_\_, being duly sworn, depose, and say that:

- 1) I am a principal officer of \_\_\_\_\_, the firm that has submitted the attached or enclosed bid or proposal, my title being \_\_\_\_\_ of the firm; and
- 2) I have personal knowledge of the policies of the above-named firm with respect to the maintenance of a drug-free workplace; and
- 3) I certify that all provisions and requirements of the Tennessee Drug-Free Workplace Program, as established by Tennessee Code Annotated §§ 50-9-113 have been met and implemented.

(Signed) \_\_\_\_\_

(Title) \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_

\_\_\_\_\_

Title

My Commission expires \_\_\_\_\_



**TOWN OF ERWIN**  
211 North Main Avenue  
P.O. Box 59  
Erwin, TN 37650  
423-743-6231

**BID INVITATION**

**Conflict of Interest**

I hereby certify that this bid/proposal is submitted in conformance with the Town of Erwin's conflict of interest restrictions. No employee of the Town of Erwin, officer, agent, any member of an employee's immediate family or his or her partner has any financial interest or a tangible personal benefit in the profit of any contract, service or other work performed as a result of my submission of this bid/proposal. A conflict of interest would also arise when the parties indicated herein are employed or about to be employed by the person or company submitting this bid/proposal. Additionally, no party indicated herein has an indirect interest in the contract, which is the subject of this bid/proposal.

In the event I am providing a service to the Town of Erwin, I certify that I have no conflict of interest relating to the service to be provided pursuant to this Request for Proposal (RFP), Request for Qualification (RFQ) or the project/work.

Should a conflict arise at any time during the duration of the contract, agreement, etc. it is the vendor's responsibility to inform the Town of Erwin of said conflict within 30 days.

Therefore, the undersigned has no conflict of interest, or potential conflict of interest in connection with this proposal or in connection with any contract executed or to be executed, concerning or with response to this RFP/RPQ for this project/work.

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

Project Name and Number: \_\_\_\_\_

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



**TOWN OF ERWIN**  
211 North Main Avenue  
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423-743-6231

**BID INVITATION**

**Litigations**

Please state if your company had been party to any litigations in the past five years. If so, please identify the name of the case, the court in which it was filed or is pending, and the status and/or disposition of the case if it has been concluded.

NO \_\_\_\_\_

YES \_\_\_\_\_

If Yes:

Name of Case (include case or docket number): \_\_\_\_\_

Court in which case is/was filed: \_\_\_\_\_

Description of claims that are subject to any litigations: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Decision/Verdict of case if concluded: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



# INSURANCE CHECKLIST

(Town Hall – HVAC Installation)

## REQUIRED COVERAGE (marked by "x")

## MINIMUM LIMITS

- |   |  |  |
|---|--|--|
| <input checked="" type="checkbox"/> 1.  | Worker's Compensation (proprietor/partners/executive officers exclusion not allowed) and Employer's Liability  | Statutory limits of Tennessee<br>\$100,000/accident, \$100,000/disease, \$500,000/disease policy limit |
| <input checked="" type="checkbox"/> 2.  | Commercial General Liability (including Premises/Operations)   | \$1,000,000 CSL BI/PD each occurrence, \$1 Million annual aggregate                                    |
| <input checked="" type="checkbox"/> 3.  | Automobile Liability & Owned/Hired/Non-Owned Vehicles  | \$500,000 BI/PD each accident, Uninsured Motorist  |
| <input checked="" type="checkbox"/> 4.  | Independent Contractors  | \$1,000,000 CSL BI/PD each occurrence, \$1 Million annual aggregate                                    |
| <input checked="" type="checkbox"/> 5.  | Products/Completed Operations  | \$1,000,000 CSL BI/PD each occurrence, \$1 Million annual aggregate                                    |
| <input checked="" type="checkbox"/> 6.  | Contractual Liability  | \$1,000,000 CSL BI/PD each occurrence, \$1 Million annual aggregate                                    |
| <input checked="" type="checkbox"/> 7.  | Personal and Advertising Injury Liability  | \$1,000,000 each offense, \$1 Million annual aggregate   |
| <input type="checkbox"/> 8.             | Umbrella Liability   | \$1 Million Bodily Injury, Property Damage and Personal Injury   |
| <input type="checkbox"/> 9.             | Per Project Aggregate  |  |
| <input type="checkbox"/> 10.            | Professional Liability   |  |
| <input type="checkbox"/>                | a. Architects and Engineers  | \$1 Million per occurrence/claim   |
| <input type="checkbox"/>                | b. Asbestos Removal Liability  | \$2 Million per occurrence/claim   |
| <input type="checkbox"/>                | c. Medical Malpractice   | \$1 Million per occurrence/claim   |
| <input type="checkbox"/>                | d. Medical Professional Liability  | \$1 Million per occurrence/claim   |
| <input type="checkbox"/> 11.            | Miscellaneous E & O  | \$1 Million per occurrence/claim   |
| <input type="checkbox"/> 12.            | Motor Carrier Act End. (MCS-90)  | \$1 Million BI/PD each accident, Uninsured Motorist  |
| <input type="checkbox"/> 13.            | Motor Cargo Insurance  |  |
| <input type="checkbox"/> 14.            | Garage Liability   | \$1 Million Bodily Injury, Property Damage per occurrence  |
| <input type="checkbox"/> 15.            | Garagekeepers Liability  | \$500,000 Comprehensive, \$500,000 Collision   |
| <input type="checkbox"/> 16.            | Inland Marine-Bailee's Insurance   | \$ _____   |
| <input type="checkbox"/> 17.            | Moving and Rigging Floater   | Endorsement to CGL   |
| <input type="checkbox"/> 18.            | Dishonesty Bond  | \$ _____   |
| <input type="checkbox"/> 19.            | Builder's Risk/Installation Floater  | Provide coverage in the full amount of contract  |
| <input type="checkbox"/> 20.            | XCU Coverage   | Endorsement to CGL   |
| <input checked="" type="checkbox"/> 21. | Carrier Rating shall be Best's Rating of B++V or better or its equivalent  |  |
| <input checked="" type="checkbox"/> 22. | Notice of cancellation, non-renewal or material change in coverage shall be provided to Town at least <b>30 days</b> prior to action. Worker's Compensation and/or non-payment of premium - notification may be <b>10 days</b> prior to action.  |  |
| <input checked="" type="checkbox"/> 23. | The Town of Erwin shall be named as Additional Insured on all policies except Worker's Compensation, Auto and Professional Liability. <b>Per Acord 25 (2009/01), policies must be endorsed to incl. on-going &amp; completed operations; must submit copy of endorsement(s).</b> (Cert. Holder: Town of Erwin, P.O. Box 59, Erwin, TN 37650. Email: recorder@erwintn.org.) |  |
| <input checked="" type="checkbox"/> 24. | Certificate of Insurance shall show project number or other contract identifier used by the Town.  |  |
| <input type="checkbox"/> 25.            | OTHER INSURANCE REQUIRED: _____  |  |

### 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: \_\_\_\_\_

Bid Number: **2022-05**

Bid or Project Name: **Roof Replacement – Town Hall**

**This form and the General Contract Form shall be signed and returned with the bid 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.**

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### INSURANCE

Review this section carefully with your insurance agent or broker prior to submitting a bid or proposal. See Insurance Checklist (part of the Bid Forms) for specific coverage applicable to this contract. The term "Contract" as used in this section shall mean the Agreement covering the work that is entered into between the Town of Erwin, 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 Town; 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 City Recorder of original, signed Certificate(s) of Insurance, General Contract Form, and Insurance Checklist or, alternately, at the Town's request, certified copies of the required insurance policies.
- 1.2 No acceptance and/or approval of any insurance by the Town 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 Town of Erwin (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 Town, its elected and appointed officials, agents and employees. The following definition of the term "Town" applies to all policies issued under the contract:

"The Town of Erwin, Tennessee together with all of its various departments, bureaus, and agencies."

- 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 Town of Erwin, 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 Town) 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 contractor's 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 Town.
- 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 Town shall have absolute right to terminate the Contract without any further obligation to the Contractor and the Contractor shall be liable to the Town 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 Town 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 Town 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 Town. The Contractor shall be as fully responsible to the Town for acts and omissions of the subcontractors and of persons employed by them as it is for acts and omissions of persons directly employed by the Contractor.
- 1.10** Precaution shall be exercised by the Contractor at all times for the protection of persons (including employees) and property. All existing structures, utilities, roads, services, trees and shrubbery shall be protected against damage or interruption of service at all times by the Contractor and its subcontractors during the term of the Contract, and the Contractor shall be held responsible for any damage to property occurring by reason of its operation on the property.
- 1.11** If a Contractor cannot meet the insurance requirements contained in a bid, proposal, or project description, alternate insurance coverage may be considered. Written requests for consideration of alternate coverage must be received by the City Recorder at least ten working days prior to the date set for receipt of bids or proposals. If the Town denies the request for alternate coverage, the specified coverage will be required to be submitted. If the Town 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 Town. 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 Town grants specific approval for an exception in the same manner as described in 1.11 above.
- 1.13** The Town may consider deductible amounts as part of its review of financial stability. The Contractor shall assume all deductibles.

## **2. Contractor's Insurance – Occurrence Basis:**

2.1 The Contractor shall purchase the following insurance coverage, including the terms, provisions and limits shown in the Checklist:

- **Commercial General Liability** – The Commercial General Liability policy shall include any or all of the following as indicated on the Checklist:
  - i. General aggregate limit is to apply per project;
  - ii. Premises/Operations;
  - iii. Action of Independent Contractors;
  - iv. Completed Operation Liability Insurance shall be provided for a period of at least two years after completion of the project;
  - v. Contractual Liability including protection for the Contractor from claims arising out of liability assumed under this contract;
  - vi. Personal Injury Liability including coverage for offenses related to employment;
  - vii. Explosion, Collapse, or Underground (XCU) hazards.
- **Business Automobile Liability** including coverage for any owned, hired, or non-owned motor vehicles, Uninsured Motorists insurance, and Automobile Contractual Liability.
- **Worker's Compensation** – statutory benefits as required by the State of Tennessee, or other laws as required by labor union agreements, including standard Other States coverage; Employers' Liability coverage.

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

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

- i. Agree to provide certificates of insurance evidencing the above coverage for a period of three years for Professional Liability; two years for CGL and other Liability, after final payment for the contract. Such certificates shall evidence a retroactive date, no later than the beginning of the Contractors or subcontractors' work under this contract, or



- ii. Purchase an extended (minimum three years for Professional Liability; two years for CGL and other Liability) reporting period endorsement for the policy or policies in force during the term of this contract and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance or a copy of the endorsement itself.

**4. Alternative Coverage (Self Insurance)**

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

**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 Recorder.

**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.***

**STATE CONTRACTORS LICENSING INFORMATION**  
**BID ENVELOPE FORM**

**THIS FORM MUST BE FIRMLY ATTACHED TO THE OUTSIDE OF THE ENVELOPE CONTAINING THE BID. NO BID WILL BE CONSIDERED IF THIS FORM IS INCOMPLETE OR NOT ATTACHED TO THE OUTSIDE OF THE BID ENVELOPE. IF TOTAL BID IS LESS THAN \$25,000- ATTACH AND SPECIFY ON THIS FORM**

**PART 1**  
**ALL BIDDERS MUST COMPLETE**

TO:	Town of Erwin, Tennessee BID # 2022-005 – Replacement of Roff System for Fire Department
DUE DATE & TIME:	September 22, 2022 AT 3:00 PM LOCAL Eastern TIME
LOCATION:	OFFICE OF CITY RECORDER 211 NORTH MAIN AVENUE ERWIN, TN 37650
NAME OF BIDDER:	
ADDRESS OF BIDDER:	
FEDERAL ID # OF BIDDER:	
LICENSE NO.:	
LICENSE CLASSIFICATION OF BIDDER:	
EXPIRATION DATE:	
MONETARY LIMITS:	

**PART 2**  
**BIDDER MUST COMPLETE THIS SECTION IF BELOW IS \$25,000+ OR \$100,000+ FOR MASONRY**

(1) ELECTRICAL	(2) PLUMBING	(3) ROOFING	(4) GEOTHERMAL	(5) MASONRY
A) Name of licensed <b>Electrical contractor:</b>	A) Name of licensed <b>Plumbing contractor:</b>	A) Name of licensed <b>Roofing contractor:</b>	A) Name of licensed <b>Geothermal contractor:</b>	A) Name of licensed <b>Masonry contractor:</b>
B) License #:	B) License #:	B) License #:	B) License #:	B) License #:
C) License Classification and Limits:	C) License Classification and Limits:	C) License Classification and Limits:	C) License Classification and Limits:	C) License Classification and Limits:
D) License expiration date:	D) License expiration date:	D) License expiration date:	D) License expiration date:	D) License expiration date:

**STATEMENT OF SOLICITATION DECLINE  
Town of Erwin, 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 City Recorder, P. O. Box 59, Erwin, TN 37650 or via e-mail: [recorder@erwintn.org](mailto:recorder@erwintn.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 Town's solicitation list for this commodity or service.**

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

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

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

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

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

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