



INVITATION TO BID

CITY OF JOHNSON CITY, TENNESSEE
PURCHASING DEPARTMENT
423/975-2716

Bid Name / Number **CCTV INSPECTION AND CLEANING OF SANITARY SEWERS / #5640**
Due Day / Date / Time *Thursday / November 29, 2012 / 2:00 PM*
Bid Location / Mail Address Johnson City Purchasing Department, Debbie Dillon-Director,
 209 Water Street (37601), P O Box 2150 (37605), Johnson City, TN
Bid Contact / Telephone Gina Long (423) 975-2629; ginalong@johnsoncitytn.org or vharless@johnsoncitytn.org
Bid Issue Date November 8, 2012
Project Location Various per specifications
FOB Destination, Johnson City, TN
Payment Terms Net 30

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

ITEM NO.	QTY	DESCRIPTION	UNIT PRICE	TOTAL
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Closed Circuit Television Inspection and Cleaning of Sanitary Sewers as per the attached specifications and price sheets which are an integral part of this bid.

RETURN TWO complete bid packages (cover sheet, price sheet, insurance documents & bid submittals as per Para. 3).

Cooperative Purchasing Agreement: Vendors are to indicate if it is permissible for other governmental agencies in the State of Tennessee to purchase these items or services at the same price. Freight charges may be adjusted to reflect differences in delivery costs to other locations. Please indicate your approval of Cooperative Purchasing Agreement. **Yes** **No**

Bidder's Check List Place a check mark by all areas to signify compliance.

Bid signed in ink by authorized company representative Bid prices, extensions and total verified as correct
 Addenda initialed and returned with bid, if applicable Product specifications/ literature

By signing this document, the undersigned hereby agrees to the prices and all other terms and conditions, including the attached *Bid/RFP General Terms & Conditions* and the City's *Requirements for Bids, Requests for Proposals, and Contracts Between the City of Johnson City and Other Parties* contained in this bid and associated documents relating to this bid and will furnish items as specified if this bid is accepted.

SUBMITTAL INSTRUCTIONS:

Paper bids: place signed bid response in a sealed envelope plainly identified on the outside in the lower left corner with the Bid Name and Number. Vendor responsible for delivery to Johnson City Purchasing Dept., Debbie Dillon- Director, P. O. Box 2150 (37605), 209 Water Street (37601) Johnson City, TN on or before the bid opening date and time.

Firm Name _____
By _____
TYPED & SIGNED
Address _____

Telephone _____
Fax _____
E-Mail _____

ELECTRONIC RESPONSES ARE NOT ACCEPTABLE.

BID MUST BE SIGNED TO BE VALID

**CLOSED CIRCUIT TELEVISION INSPECTION AND CLEANING OF SANITARY SEWERS
BIDDER'S INSTRUCTIONS**

1. CONTRACT PERIOD

This contract is for a three (3) year period subject to annual renewals provided all terms, conditions and prices remain unchanged and the vendor is in agreement. Prices shall remain firm for the contract period. The City reserves the right to re-bid at the end of any one year period. Insurance shall be maintained for the duration of this contract, otherwise contract will be in default.

2. INSURANCE

The attached Insurance Checklist (including a section for both the Insurance Agent and Contractor to fill out) and General Contract Form must be completed and returned with the bid package. Successful vendor shall provide insurance certificate, as specified, prior to contract award.

3. BID SUBMITTALS

Provide sample of television survey log, DVD/CD-ROMs with bound report (can be in .pdf file), equipment list (must be approved prior to commencement of work) and a list of three references and the services performed. These are all award considerations.

4. PRICE SHEETS

Complete and return the bid price sheets with return bid package. Contract will be awarded based on unit prices per estimated quantities. Final quantities are not known and are subject to Owner's approval.

STANDARD SPECIFICATIONS
CLOSED CIRCUIT TELEVISION INSPECTION AND CLEANING OF SANITARY SEWERS
ITB # 5640

PART 1 GENERAL

1.1 DESCRIPTION

- A. Furnish all equipment, materials, and supervision to professionally execute internal closed circuit television (CCTV) survey that is PACP v4.2 or latest revision compliant and with PACP certified personnel to inspect sewer mains that are located in streets, street rights of way and off road easements. Pipe sizes may include 6" through 21". **The City has a regular TV and Cleaning program and needs these services to TV and clean lines that cannot be reached with City equipment. The majority of these lines are likely to be 6" diameter lines within streets or street rights of way, or multiple line sizes located within off road easements.**
- B. The intent of sewer line cleaning is to remove foreign materials from the lines and restore the sewer to a minimum of 95% of the original carrying capacity. It is recognized that there are some conditions such as broken pipe and major blockages that prevent cleaning from being accomplished or where additional damage would result if cleaning were attempted or continued. Should such conditions be encountered, the Contractor will not be required to clean those specific manhole to manhole sections. If in the course of normal cleaning operations, damage does result from preexisting and unforeseen conditions such as broken pipe, the Contractor will not be responsible. The project manager will be immediately notified when a defect is identified in any phase of work that may impact the structural integrity of the pipe. Equipment shall be able to clean sewer mains that are located in streets, street rights of way and off road easements. Pipe sizes may include 6" through 21".
- C. City to provide access easements to the off road sewer lines. When weather or field conditions are likely to cause property damage, the contractor will proceed with care and is responsible for restoration of property if damage occurs.
- D. Work after normal working hours and non daylight work has to be approved by the City. Work on official holidays is not allowed.
- E. A representative of the City will be with the Contractor to assist in locating the areas where the work is to occur and to witness the cleaning and CCTV survey.

PART 2 SERVICES

2.1 MATERIALS

A. General.

1. Provide equipment to perform inspections of sewer mains located in streets, street rights of way and off road easements.
 - a. Including but not limited to portable CCTV equipment, vehicles capable of transporting TV equipment and accessing remote easements, and adequate cleaning equipment.
- B. Software Requirements: PACP v4.2 or latest version certification and video recording.

C. CCTV.

1. Color Video Camera:
 - a. Specifically designed and constructed for this application.
 - b. Camera, Television Monitor, and Other Components: Capable of producing a minimum 700-line resolution color video picture.
 - c. Pan and tilt type, capable of turning at right angles to pipe's axis over an entire vertical circle (minimum pan of 270 degrees and rotation of 360 degrees).
 - d. Lighting: Suitable to allow clear picture of entire inner pipe wall extending at least 10 feet in front.
 - e. Operative in 100 percent humidity conditions.
 - f. Image: Capable of self righting itself.
 - g. Include data view display feature capable of showing on screen the following information.
 - 1) Street addresses.
 - 2) City and state.
 - 3) Date and time.
 - 4) Project name.
 - 5) Contractor's name.
 - 6) Inside pipe diameter and type.
 - 7) Manhole identification (upstream manhole to downstream manhole).
 - 8) On-going footage counter accurate within 0.2 foot.
 - 9) Recording of single section of sewer split onto multiple DVD/CD-ROMs will not be acceptable.
 - 10) Clearly label each DVD/CD-ROM as approved by Engineer.
 - h. Mounting:
 - 1) Launched from within mainline sewer: Mounted on tread tractor or skids that moves through sewers
 - i. Attachment: Push cable with a fiberglass rod core.
 - j. Camera, Television Monitor, and Other Components: Capable of producing a minimum 700-line resolution color video picture.

D. Cleaning Equipment

1. Equipment should be able to reach sewer mains that are off ROW and in rough terrain. All high-velocity sewer cleaning equipment shall be constructed for ease and safety of operation. The equipment shall have a selection of two or more high-velocity nozzles. The nozzles shall be capable of producing a scouring action from 15 to 45 degrees in all size lines designated to be cleaned. Equipment shall also include a high-velocity gun for washing and scouring manhole walls and floor. The gun shall be capable of producing flows from a fine spray to a solid stream. The equipment shall carry its own water tank, auxiliary engines, pumps, and hydraulically driven hose reel. The equipment shall also be capable of vacuuming up debris to be transported to Brush Creek Waste Water Treatment Plant for disposal.
2. Method of cleaning will be left to the contractor to determine the best method to clean the pipe to 95% of the original carrying capacity with no damage to the carrier pipe. The approval of the section as being satisfactorily cleaned will be determined by the Owner's representative.

PART 3 EXECUTION

3.1 CCTV INSPECTION OF SEWER LINES

A. Procedure.

1. CCTV.

a. Mainline:

- 1) Clean and inspect sewer line from manhole to manhole, preferably upstream to downstream, one section at a time.

2. Placement of camera.

a. Manhole:

- 1) Place at center of manhole and commence video before entering pipe.
- 2) Start footage counter from the field of vision of the edge of manhole at pipe connection.

b. Mainline:

- 1) Mount on a transport platform that will keep it centered along longitudinal axis of sewer mainline and above water.

3. Operation of camera.

- a. Show inside of manhole channel, and pipe connection to wall at both upstream and downstream manhole and lateral connections.
- b. Move through line at speed **no greater than 30 feet per minute**, stopping for minimum 10 seconds to record lateral connections, mainline connections, defects, and features and points of interest.
- c. Maintain technical quality, sharp focus, and distortion free picture.

- d. Video a section of sewer in its entirety with no breaks or interruptions.
 - e. Pan, tilt, and rotate as necessary to best view and evaluate lateral connections, defects, features, and points of interest.
 - f. Use power winches, powered rewinds, tractors, or other devices that do not obstruct camera view or interfere with proper documentation of sewer conditions to move camera through sewer.
 - 1) Whenever non-remote powered and controlled winches are used set up telephones or other suitable means of communication between manholes to insure good communications.
 - g. Use hydraulic jet nozzle if necessary to remove standing water from line.
 - h. Eliminate steam in line for duration of inspection.
 - 1) Utilize blower as needed to defog sewer line.
 - i. Measurement for location of defects and service laterals:
 - 1) At ground level by means of Engineer-approved footage counter or metering device.
 - 2) Measurement meters: Accurate to 0.2 foot over length of section being televised.
 - j. Movement of television camera.
 - 1) Mainline.
 - a) Stop camera at service connections and inspect lateral with pan and tilt camera.
 - k. Identification of defects.
 - 1) If roots, sludge, or sediment material impedes inspection withdraw camera and re-clean mainline by hydraulic jet.
 - a) Upon completion of re-cleaning operation resume internal inspection.
 - 2) If protruding tap impedes inspection trim protruding tap to 1/2 inch.
 - 3) If obstructions are not passable and cannot be removed by sewer cleaning or reaming, withdraw CCTV equipment and perform inspection from opposite end. If a reverse setup is required, the individual portions of that pipe segment shall be stored in separate MPEG video files.
 - a) Cost involved in extracting camera stuck in sewer line will be at no additional cost to the City.
 - b) When additional obstructions are encountered after re-deployment of equipment, and no means are available for passing obstructions, remand to Engineer for resolution.
- B. Field Documentation.
- 1. To be PACP v4.2 or latest revision compliant.
 - a. Submit original records, logs, DVDs, and electronic data for sewer line inspection to Engineer within 5 working days.
 - b. Include, but not be limited to following information.
 - 1) Key identifier.
 - 2) Surveyor Name.
 - 3) Certificate Number.

- 4) Owner.
 - 5) Drainage Basin.
 - 6) Date.
 - 7) Time.
 - 8) Street Address.
 - 9) City.
 - 10) Location details.
 - 11) Upstream Manhole number.
 - 12) Downstream Manhole number.
 - 13) Pre-Cleaning.
 - 14) Date Cleaned.
 - 15) Sewer Use.
 - 16) Direction of Survey.
 - 17) Flow control.
 - 18) Height of Pipe.
 - 19) Shape.
 - 20) Material.
 - 21) Total length.
 - 22) Length Surveyed.
 - 23) Purpose.
 - 24) Weather
 - 25) Location code.
 - 26) Pipe ID
 - 27) Rim to Invert
 - 28) Video identifier
- c. Digital video file recording/playback:
- 1) At same speed that it was recorded.
 - 2) Supply slow motion or stop motion playback features.
 - 3) Once recorded, digital video file becomes property of the City.
 - 4) Have digital video file and necessary playback equipment readily accessible for review by Engineer during Project.
- d. If an uncharted manhole is encountered, a new coding sheet must be started and the footage re-set to zero. Contact Project Manager to obtain identifier for uncharted manhole.
- e. Digital video file displaying poor video quality refers to, but is not limited to grease or debris on lens, camera under water, image too dark, washed-out, distorted, or out of focus, lines improperly cleaned, and poor/no audio.
- 1) Re-televise line if necessary and resubmit digital video file at no cost to the City.

3.2 CLEANING OF SEWER LINES

- A. The designated sewer manhole to manhole sections shall be cleaned using hydraulically propelled, high-velocity jet, or mechanically powered equipment. Selection of the equipment used shall be based on the conditions of lines at the time work commences. The equipment and methods selected shall be satisfactory to the Owner's Representative. The equipment shall be capable of removing dirt, grease, rocks, sand, and other materials and obstructions from the sewer lines and manholes. If cleaning an entire section cannot be successfully performed from one manhole, the equipment shall be set up on the other manhole and cleaning again attempted. If, again, successful cleaning cannot be performed or the equipment fails to traverse the entire manhole to manhole section, it will be assumed that a major blockage exists and the cleaning effort shall be abandoned.
- B. Normal cleaning is defined as initial section cleaning followed by continuous cleaning.
1. Initial section of the sewer line shall include a minimum of three passes. The first shall extend from the downstream manhole to point in the sewer equal to $1/3$ of the total distance between the manholes which are being cleaned. The second pass shall be $2/3$ of the sewer line and the third pass shall extend the full distance between manholes. All passes shall be made using sufficient capacity of the sewer cleaning equipment.
 2. Continuous cleaning passes from manhole to manhole is done after the sectioning of the sewer line has been completed, the contractor shall make three complete passes from manhole to manhole.
 3. Immediately after the cleaning process has been completed, the Contractor shall visually inspect the sewer line by use of closed circuit television. This operation must be done utilizing the jet to draw down enough of the existing flow to enable inspection of the bottom of the pipe. If at this time, debris still remains in the sewer, additional cleaning efforts will be paid as "Heavy Cleaning". Payment for "Normal Cleaning" and "Heavy Cleaning" will only be made based on the TV footage of the sewer line which is cleaned if not witnessed by the City Representative.
- C. Heavy cleaning is defined as all labor, material and equipment required to clear 25% or greater blockage and have the sewer in a clean condition before television of the sewer. The item will be bid as work supplemental to normal cleaning as outlined above. It shall be paid for those sewers that require rodding, root cutting or additional cleaning as defined in "Sewer Cleaning" to accomplish the end result. The sewer shall be cleaned to 95% of the original carrying capacity or as determined by the City.
- D. Tap cutting during pipe cleaning shall be done internally using tools on the jet hose. The protruding tap shall be trimmed to $1/2$ inch from pipe wall. Excavation and repair will not be an acceptable method for tap trimming.

- E. Root cutting during pipe cleaning shall be done internally using tools on the jet hose. Excavation and removal will not be an acceptable method of root cutting.
- F. The cost to remove a stuck cleaning hose is at no cost to the City and the line cannot remain in the sanitary sewer.

3.3 CLEANING PRECAUTIONS

- A. During sewer cleaning operations, satisfactory precautions shall be taken in the use of cleaning equipment. When hydraulically propelled cleaning tools (which depend upon water pressure to provide their cleaning force) or tools which retard the flow in the sewer line are used, precautions shall be taken to insure that the water pressure created does not damage or cause flooding of public or private property being served by the sewer. Operations are to be conducted to prevent building backups and sewer overflows. The contractor is responsible for cleanup, repair, fines, property damage costs and claims for any sewage backup, spillage or sanitary sewer overflow.
- B. When additional water from fire hydrants is necessary to avoid delay in normal work procedures, the water will be provided at no cost and shall be conserved and not used unnecessarily. If water is needed for cleaning purposes, the number of loads of water shall be reported to the Owner's Representative. Approved backflow prevention will be used at all times. No fire hydrant shall be obstructed in case of a fire in the area served by the hydrant.

PART 4 MEASUREMENT AND PAYMENT

4.1 MAINLINE CCTV INSPECTION

- A. Inspection of sewer lines shall be paid for at the unit price bid per linear foot of each size pipe. The unit price shall also be broken down into within the street, along street rights of way (sidewalks or within front yards of homes) or off road easements (along perpendicular property lines, behind homes, or along creeks in fields). Additional payment shall be made for additional setups required due to obstructions encountered during televising. Measurement of the actual number of feet inspected shall be made from the field of vision of the edge of manhole at the pipe connection. The 6" sewers encountered may not have manholes installed on the line.
- B. It should be noted that if reverse setups (a situation that arises when the television camera cannot pass through the manhole section, making it necessary to reverse the positions of the television equipment and enter the sewer from the opposite direction) are required during television inspection, the per foot cost of television inspection will be paid for the actual footage televised. Measurement of the actual number of feet inspected shall be made from the center of the manhole to the point where the survey was abandoned in each direction.

4.2 SEWER MAINLINE CLEANING

- A. Sewer mainline cleaning shall be paid for at the unit price bid per linear foot of each size pipe. The unit price shall also be broken down into within the street, along street rights of way (sidewalks or within front yards of homes) or off road easements (along perpendicular property lines, behind homes, or along creeks in fields). Measurement of the actual number of feet cleaned shall be made from the center of the manholes. Cleaning also includes transportation of debris to the Brush Creek Waste Water Treatment Plant at 857 Riverview Road.
- B. Payment for "Normal Cleaning" will be at the contract unit price per lineal foot.
- C. Payment for "Heavy Cleaning" will be at the contract unit price per lineal foot and will be in addition to the unit price for cleaning sewers from manhole to manhole. All television inspection necessary to verify the cleanliness of the lines shall be incidental to this item of work. No payment will be made on sections of sewer which are not "clean" as verified by the TV inspection.
- D. In areas where extreme heavy cleaning is needed due to compacted debris, lodged objects, or other approved circumstances, payment for an hourly charge for extreme heavy cleaning will be made instead of the additional "Heavy Cleaning" price per linear foot. Approval from the City must be obtained before work begins.
- E. Tap cutting shall be paid for at the unit price bid per incident. Tap cutting shall include the removal of debris from the line.
- F. Mobilization and Demobilization shall be paid for at the unit price bid per unit. This item will not include equipment problems that require new equipment to be brought on site. This item will not include the contractor leaving the site and returning through no fault of the City. This item will not include transport from one site in the city system to another site within the city system. Footage to clean/TV may increase by 10% while the contractor is in the City system with no increase in payment for mobilization or demobilization fees. An increase of footage greater than 10% to be cleaned/TV'd will be only by mutual consent between the contractor and owner.
- G. Mobilization/Demobilization is one event. The second quantity in the bid form is in case the City desires the Contractor to return for additional cleaning after the Contractor has left the area.

PRICE SHEET

Closed Circuit Television Inspection and Cleaning of Sanitary Sewers

ITB # 5640

Item No.	Description	Unit	Est. Qty.	Unit Price	Total Price
1	CCTV within streets : 4" - 6"	LF	4,000	\$	\$
2	CCTV within streets : 8"	LF	4,000	\$	\$
3	CCTV within streets : 10"	LF	150	\$	\$
4	CCTV within streets : 12"	LF	70	\$	\$
5	CCTV within streets : 14" - 16"	LF	575	\$	\$
6	CCTV within streets : 18" - 21"	LF	200	\$	\$
7	CCTV within streets : 24" - 30"	LF	100	\$	\$
8	CCTV along streets : 4" - 6"	LF	1,000	\$	\$
9	CCTV along streets : 8"	LF	4,000	\$	\$
10	CCTV along streets : 10"	LF	225	\$	\$
11	CCTV along streets : 12"	LF	100	\$	\$
12	CCTV along streets : 14" - 16"	LF	250	\$	\$
13	CCTV along streets : 18" - 21"	LF	100	\$	\$
14	CCTV along streets : 24" - 30"	LF	25	\$	\$
15	CCTV off road easements : 4" - 6"	LF	2,400	\$	\$
16	CCTV off road easements : 8"	LF	8,000	\$	\$
17	CCTV off road easements : 10"	LF	250	\$	\$
18	CCTV off road easements : 12"	LF	1,350	\$	\$
19	CCTV off road easements : 14" - 16"	LF	550	\$	\$
20	CCTV off road easements : 18" - 21"	LF	750	\$	\$
21	CCTV off road easements : 24" - 30"	LF	10	\$	\$
22	Cleaning within streets : 4" - 6"	LF	4,000	\$	\$
23	Cleaning within streets : 8"	LF	4,000	\$	\$
24	Cleaning within streets : 10"	LF	150	\$	\$
25	Cleaning within streets : 12"	LF	70	\$	\$
26	Cleaning within streets : 14" - 16"	LF	575	\$	\$
27	Cleaning within streets : 18" - 21"	LF	200	\$	\$
28	Cleaning within streets : 24" - 30"	LF	100	\$	\$
29	Cleaning along streets : 4" - 6"	LF	1,000	\$	\$
30	Cleaning along streets : 8"	LF	4,000	\$	\$
31	Cleaning along streets : 10"	LF	225	\$	\$
32	Cleaning along streets : 12"	LF	100	\$	\$
33	Cleaning along streets : 14" - 16"	LF	250	\$	\$
34	Cleaning along streets : 18" - 21"	LF	100	\$	\$
35	Cleaning along streets : 24" - 30"	LF	25	\$	\$
36	Cleaning off road easements : 4" - 6"	LF	2,400	\$	\$
37	Cleaning off road easements : 8"	LF	8,000	\$	\$
38	Cleaning off road easements : 10"	LF	250	\$	\$
39	Cleaning off road easements : 12"	LF	1,350	\$	\$
40	Cleaning off road easements : 14" - 16"	LF	550	\$	\$
41	Cleaning off road easements : 18" - 21"	LF	750	\$	\$
42	Cleaning off road easements : 24" - 30"	LF	10	\$	\$
43	Cleaning reset-ups	EA	5	\$	\$

PRICE SHEET

Closed Circuit Television Inspection and Cleaning of Sanitary Sewers

ITB # 5640

44	Heavy Cleaning	LF	1,000	\$	_____	\$	_____
45	Extreme Heavy Cleaning	HR	3	\$	_____	\$	_____
46	TV Reverse Set-up	EA	10	\$	_____	\$	_____
47	Tap cutting	EA	20	\$	_____	\$	_____
48	Mobilization /Demobilization	EA	2	\$	_____	\$	_____

TOTAL CONTRACT PRICE \$ _____

Note: Above quantities are as estimated for a one year period . Unit prices shall remain firm for the contract period.

INSURANCE CHECKLIST

(Sanitary Sewers – Closed Circuit Television Inspection & Cleaning)

REQUIRED COVERAGE (marked by "x")

MINIMUM LIMITS

- 1. Worker's Compensation (proprietor/partners/executive officers exclusion not allowed) Statutory limits of Tennessee and Employer's Liability \$100,000/accident, \$100,000/disease, \$500,000/disease policy limit
- 2. Commercial General Liability (including Premises/Operations) \$1,000,000 CSL BI/PD each occurrence, \$1 Million annual aggregate
- 3. Automobile Liability & Owned/Hired/Non-Owned Vehicles \$500,000 BI/PD each accident, Uninsured Motorist
- 4. Independent Contractors \$1,000,000 CSL BI/PD each occurrence, \$1 Million annual aggregate
- 5. Products/Completed Operations \$1,000,000 CSL BI/PD each occurrence, \$1 Million annual aggregate
- 6. Contractual Liability \$1,000,000 CSL BI/PD each occurrence, \$1 Million annual aggregate
- 7. Personal and Advertising Injury Liability \$1,000,000 each offense, \$1 Million annual aggregate
- 8. Umbrella Liability \$1 Million Bodily Injury, Property Damage and Personal Injury
- ___ 9. Per Project Aggregate
- ___ 10. Professional Liability
 - ___ a. Architects and Engineers \$1 Million per occurrence/claim
 - ___ b. Asbestos Removal Liability \$2 Million per occurrence/claim
 - ___ c. Medical Malpractice \$1 Million per occurrence/claim
 - ___ d. Medical Professional Liability \$1 Million per occurrence/claim
- 11. Miscellaneous E & O \$1 Million per occurrence/claim
- ___ 12. Motor Carrier Act End. (MCS-90) \$1 Million BI/PD each accident, Uninsured Motorist
- ___ 13. Motor Cargo Insurance
- ___ 14. Garage Liability \$1 Million Bodily Injury, Property Damage per occurrence
- ___ 15. Garagekeepers Liability \$500,000 Comprehensive, \$500,000 Collision
- ___ 16. Inland Marine-Bailees Insurance \$ _____
- ___ 17. Moving and Rigging Floater Endorsement to CGL
- ___ 18. Dishonesty Bond \$ _____
- ___ 19. Builder's Risk/Installation Floater Provide coverage in the full amount of contract
- ___ 20. XCU Coverage Endorsement to CGL
- 21. Carrier Rating shall be Best's Rating of B++V or better or its equivalent
- 22. Notice of cancellation, non-renewal or material change in coverage shall be provided to City at least **30 days** prior to action. Worker's Compensation and/or non-payment of premium - notification may be **10 days** prior to action.
- 23. The City of Johnson City shall be named as Additional Insured on all policies except Worker's Compensation, Auto and Professional Liability. **Per Acord 25 (2009/01), policies must be endorsed; please submit copy of endorsement.** (Cert. Holder: City of Johnson City, Attn: Purchasing, P.O. Box 2150, Johnson City, TN 37605.)
- 24. Certificate of Insurance shall show project number or other contract identifier used by the City.
- 25. OTHER INSURANCE REQUIRED: **POLLUTION LIABILITY - \$2,000,000**

INSURANCE AGENT'S STATEMENT:

I have reviewed the above requirements with the bidder named below. The bidder has coverage with this agency for all of the areas marked with the exception of the following numbers:

Comments: _____

- Is Professional Liability excluded under General Liability? Yes ___ No ___
Is Contractual Liability excluded under Comm. General Liability? Yes ___ No ___
Is Independent Contractors excluded under Comm. General Liability? Yes ___ No ___

Carrier ratings: Insurer A _____; Insurer B _____; Insurer C _____; Insurer D _____

AGENCY NAME: _____ AUTHORIZED SIGNATURE: _____

Date: _____

CONTRACTOR'S STATEMENT:

I have reviewed the above requirements with my insurance agent(s) and, if awarded a contract, will provide all coverage marked.

CONTRACTOR'S NAME: _____ AUTHORIZED SIGNATURE: _____

Date: _____

Bid Number: ITB# 5640

Bid or Project Name: Sanitary Sewer TV Inspection and Cleaning Services

This form and the General Contract Form must 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.

INSURANCE

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

1. General Insurance Requirements:

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

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

1.3 The City of Johnson City (including its elected and appointed officials, agents, and employees) is to be named as an additional insured under all coverage except Worker's Compensation and Automobile Liability, and the Certificate of Insurance or the certified policy, if requested, must so state. Coverage afforded under this paragraph shall be primary as respects the City, its elected and appointed officials, agents and employees. The following definition of the term "City" applies to all policies issued under the contract:

"The City of Johnson City, Tennessee together with all of its various departments, bureaus, and agencies, as well as any affiliated or subsidiary board, committee, or authority, including but not limited to the Johnson City Public School System."

1.4 The contractor shall provide insurance as specified in the Insurance Checklist contained in this document.

1.5 The Contractor covenants to save, defend, hold harmless and indemnify the City of Johnson City, Tennessee together with its various departments, elected or appointed officials, employees, officers, counsel, agents, and any and all other persons or entities acting on behalf of the same (collectively the City) from and against any and all claims of any sort based upon any theory of liability whatsoever, for any and all harm, loss, damage, injury, cost (including court cost and attorney fees) charges, or other liability of any nature whatsoever, however caused, resulting from or arising out of or in any way connected with the contractors performance or non-performance of the terms of the contract documents or its obligations under the contract based upon any theory of liability whatsoever, including claims brought by third persons, and further covenants to discharge all of the aforesaid persons and entities and forever hold them harmless from the same. The foregoing obligation to indemnify and defend shall continue in full force and effect after the aforesaid contractor completes all of the work required under the contract, until such time as the applicable statutes of limitation or repose have expired.

1.6 The Contractor shall be responsible for the work performed under the Contract Documents and every part thereof, and for all materials, tools, equipment, appliances, and property of any description used in connection with the work. The Contractor assumes all risks for direct and indirect damage or injury to the property or persons used or employed on or in connection with the work contracted for, and of all damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the Contract, or in connection in any way whatsoever with the contracted work, until final acceptance of the work by the City.

1.7 Insurance coverage required in these specifications shall be in force throughout the Contract Term. If the Contractor fails to provide acceptable evidence of current insurance within ten days of written notice at any time during the Contract Term, the City shall have absolute right to terminate the Contract without any further obligation to the Contractor and the Contractor shall be liable to the City for the entire additional cost of procuring performance by another vendor and the cost of performing the incomplete portion of the Contract at time of termination. **Contractor** is required to provide the City with notice of cancellation, non-renewal, or material change in coverage at least thirty (30) days prior to cancellation, non-renewal, or material change in coverage.”

1.8 Contractual and other liability insurance provided under this Contract shall not contain a supervision, inspection or engineering services exclusion that would preclude the City from supervising or inspecting the project as to the end result. The Contractor shall assume all on-the-job responsibilities as to the control of persons directly employed by it and of the subcontractors and any persons employed by the subcontractor.

1.9 Nothing contained in the specifications shall be construed as creating any contractual relationship between any subcontractor and the City. The Contractor shall be as fully responsible to the City for acts and omissions of the subcontractors and of persons employed by them as it is for acts and omissions of persons directly employed by the Contractor.

1.10 Precaution shall be exercised by the Contractor at all times for the protection of persons (including employees) and property. All existing structures, utilities, roads, services, trees and shrubbery shall be protected against damage or interruption of service at all times by the Contractor and its subcontractors during the term of the Contract, and the Contractor shall be held responsible for any damage to property occurring by reason of its operation on the property.

1.11 If a Contractor can not meet the insurance requirements contained in a bid, proposal, or project description, alternate insurance coverage may be considered. Written requests for consideration of alternate coverage must be received by the Director of Purchasing at least ten working days prior to the date set for receipt of bids or proposals. If the City denies the request for alternate coverage, the specified coverage will be required to be submitted. If the City permits alternate coverage, an amendment to the Insurance Requirement will be prepared and distributed prior to the time and date set for receipt of bids or proposals.

1.12 All required insurance coverage must be acquired from insurers authorized to do business in the State of Tennessee, and acceptable to the City. The insurers must also have policyholders' rating of "B++" or better, and a financial size of "Class V" or better in the latest edition of Best's Insurance Reports, unless the City grants specific approval for an exception in the same manner as described in 1.11 above.

1.13 The City may consider deductible amounts as part of its review of financial stability. The Contractor shall assume all deductibles.

2. Contractor's Insurance – Occurrence Basis:

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

- **Commercial General Liability** – The Commercial General Liability policy shall include any or all of the following as indicated on the Checklist:
 - i. General aggregate limit is to apply per project;
 - ii. Premises/Operations;
 - iii. Action of Independent Contractors;
 - iv. Contractual Liability including protection for the Contractor from claims arising out of liability assumed under this contract;
 - v. Personal Injury Liability including coverage for offenses related to employment;
 - vi. Explosion, Collapse, or Underground (XCU) hazards.

- **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:

- Agree to provide certificates of insurance evidencing the above coverage for a period of two years 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
- Purchase an extended (minimum two years) reporting period endorsement for the policy or policies in force during the term of this contract and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance or a copy of the endorsement itself.

4. Alternative Coverage (Self Insurance)

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

5. Limits of Liability Coverage

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

6. Verification of Compliance

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

Contractor's Name: _____

EIN or SSN: _____

Signed by: _____

Title: _____

Date: _____

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



CITY OF JOHNSON CITY, TENNESSEE

BID/PROPOSAL GENERAL TERMS AND CONDITIONS (Read Carefully)

1. PREPARATION OF BIDS/RFP'S

Only bids submitted on forms furnished by the city will be considered. Bids on company letterhead or quotation sheets will be judged non-responsive. TELEPHONE OR FACSIMILE BIDS WILL NOT BE ACCEPTED. Electronic receipt of bids/proposals is acceptable for those posted at: <https://purchasing.johnsoncitytn.org/bsa>. Paper bids shall be sealed in an envelope. No bid received after closing time shall be considered. The official time for paper bids will be that of the date and time clock in the Purchasing Department. For electronic bids the official time is that posted on the website. Late bids will not be accepted. The City of Johnson City shall not be responsible for technical difficulties experienced by vendors trying to register or submit their bid/rfp response electronically less than one hour prior to the bid/rfp opening time. If not offering a bid/proposal response, the vendor is encouraged to complete the "Statement of Decline" form and return prior to solicitation opening.

2. 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.

3. PRICING

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

4. BID/RFP OPENINGS

Bids/RFP's (paper & electronic) will be read aloud at the specified date and time as stated in the document. All openings are public meetings. All bidders/proposers and interested persons are invited to attend. The City reserves the right to postpone any bid/rfp opening under circumstances warranting such action, including but not limited to instances when the City receives fewer than two responses.

5. EXAMINATION OF BIDS/RFP'S

Bids/RFP's and associated documents may be examined at the opening. They are closed for review and inspection during the evaluation period prior to award.

6. COOPERATIVE PURCHASING:

Bidders/Proposers are to indicate whether it is permissible for other governments in Tennessee to purchase these items or services at the same price. Freight charges can be adjusted to reflect differences in delivery costs.

7. BID TABULATIONS/RFP RESPONSES

Bid tabulations and RFP respondent's lists will be posted and available the next business day on our website: <http://www.johnsoncitytn.org> then select Purchasing Department, Current Bid/Notices.

8. MULTIPLE ITEM BIDS

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

9. BID/RFP EVALUATION

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

10. ACCEPTANCE, REJECTION AND POSTPONEMENT

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

11. AWARD

An award, if made, shall be to the lowest responsible, responsive bidder(s) or best proposal meeting quality and performance standards as described in the solicitation documents and whose bid/rfp is determined to be in the best interest of the City.

12. AWARD PERIOD

The City shall have 60 days to issue a contract. Any contract past that period must be mutually agreed upon by both parties.

13. FOB POINT

All prices quoted shall be FOB delivered to the using department, City of Johnson City, TN unless otherwise stated in the solicitation document. Risk of loss and/or damage shall be upon the Seller until such time as the goods have been physically delivered and accepted by the City.

14. 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.

15. TAXES

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

16. TERM OF CONTRACT

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

17. ORAL INSTRUCTIONS

No oral interpretations or instructions given by any city employee or any other person shall apply. Changes relative to any solicitation will be in writing to all known interested parties and posted on the City's website. These addendums will originate either from the Purchasing Department or the issuing Architect.

18. DELIVERY

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

19. SAFETY STANDARDS

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

20. BRAND NAMES

By referencing a brand name or equal, the City intends to establish a minimum level of quality by which alternate offers can be judged. If an alternate is offered, the vendor must include complete descriptive literature and specifications that clearly describe the item and how it differs from the referenced item. Vendor reference to literature previously submitted will not satisfy this provision. Unless specified otherwise, it is understood that the referenced product will be furnished. The City alone will determine whether an alternate is equivalent and meets the standards of quality and performance for the City's use. A sample or demonstration may be required at the expense of the vendor.

21. EQUAL OPPORTUNITY

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

22. SAMPLES

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

23. 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.

24. INSPECTION

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

25. 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.

26. WARRANTY

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

27. LICENSES, FEES, PERMITS

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

28. INSURANCE

The contractor shall maintain, at his expense, such insurance as will protect him from claims under Worker's Compensation Act and from claims of damages because of bodily injury, including death and damage to the property of others and claims for damages which may arise during operations under this contract whether such operations be by himself or by any subcontractor of anyone directly or indirectly employed by either of them. Any required insurances shall be maintained for the term of the contract.

29. INDEMNIFICATION

The vendor shall guarantee and certify by submitting a response to this solicitation that if successful, they shall indemnify and defend the City against any and all claims or legal actions arising as a result of their performance of the contract, whether or not such claims relate to damages or alleged damages sustained by physical injury to contractors personnel, subcontractors, city employees or other persons, or against any lawsuits arising from alleged or actual patent infringements, and shall hold the City, its various departments, employees, and any and all persons or entities acting on its behalf harmless from the same.

30. DEFAULT

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

31. PENALTIES

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

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

32. NON-COLLUSION AGREEMENT

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

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

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

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

1. The City of Johnson City shall not answer to any contracting party for the furnishing of public records to a person requesting such in accordance with Tennessee law.
2. The City, while it may designate in writing a representative on a particular project, shall only be bound by a majority vote of the Board of Commissioners or by the limited authority delegated to the City Manager pursuant to City Ordinance. No personal representative of the City assigned to a particular project may bind it in excess of the dollar amounts granted to the City Manager by Ordinance, and no personal representative assigned to a particular project may bind the City for an amount equal to or less than the dollar amounts granted to the City Manager by Ordinance without the City Manager's approval.
3. The City shall not in any event waive any claims for damages including but not limited to consequential damages in any contract for any reason or purpose.
4. No decision of an architect, engineer, or personal representative of the City shall be final and binding on the City, unless the City so agrees in any dispute with any party including but not limited to an architect, a contractor, a subcontractor, an engineer, etc. If the City agrees to be bound pertaining to a dispute, then the monetary limits contained in the City's ordinances regarding the authority of the City Manager shall prevail, and any amounts exceeding the authority of the City Manager shall be referred to the Board of Commissioners for their consideration.
5. The City shall not participate in any mediation or arbitration regarding any agreement to which it is a party, and all matters left unresolved between the City and any other party, person, or entity shall be resolved in a court of competent jurisdiction in either Washington County, Tennessee, or in Federal District Court in Greeneville, Tennessee.
6. No party or other entity shall file a lien of any nature whatsoever against City property, real, personal, or mixed, no matter where that property is located. Should a party or entity contracting with the City or acting as a subcontractor or subsubcontractor file a lien against any property, real, personal, or mixed, owned by the City, then that party or entity shall take immediate steps at its own cost and expense to remove said lien, or the City shall take such steps as it deems necessary and hold the other party or entity liable for any costs and attorneys' fees associated with the lifting of said lien.
7. The City shall exercise its sole discretion before agreeing to any assignments of any contracts or subcontracts regarding any project in which the City is involved. No contract with the City shall be assignable without the City's sole, discretionary, absolute consent.
8. The City shall not be required to supply any information regarding its title to any property in which it has an interest for any purposes regarding the filing of liens.
9. The City shall not waive any claims it has in the making of final payment in any project in which it is involved. The City shall have the right to terminate any agreement to which this document is attached at any time in its sole discretion without cause. In the event the City terminates without cause any agreement to which this document is attached, then in such event the City shall be liable only for the actual work and costs that have accrued at or before the date of the City's termination. In no event shall the City be liable for lost profits, consequential damages or incidental damages in the event it terminates a contract without cause.
10. Except to the extent allowed by law, the City shall not indemnify and hold harmless any other party, entity, person, their agents, employees, or anyone else in the world for any reason whatsoever.
11. The City shall not waive the rights of subrogation of its insurers or itself for any purpose whatsoever, and the City shall not cause any such endorsements to be placed on any policies to which it is a party.
12. Unless the City elects otherwise, the City shall not provide any "builders' risk" or an "all-risk" or equivalent policy for any reason whatsoever for any project in which the City has an interest, and the contractor or other such party shall assume this responsibility. That builder's risk policy provided by the contractor or other such interested party shall name the City as an additional insured. The City shall not provide boiler and machinery insurance, but shall require such insurance as applicable, depending on the parameters of whatever project is involved. The cost of boiler and machinery insurance shall be borne by the appropriate contractor, subcontractor, or other interested party. The City shall not insure the interests of any other person or entity, nor shall the City add any other person or entity as an additional insured to any of its policies.

13. The City shall not waive any rights regarding the loss of use of the City's property.
14. As to acts or failures to act or any causes of action by any party to a contract, whether that party be the architect, owner, contractor, City, etc., a cause of action shall accrue according to Tennessee law. No contract provision shall shorten the statutes of limitations, statutes of repose, or the accrual of any causes of action which the City might have against another party or entity. No contract provision shall waive any warranties, express or implied, nor shall any contract limit the standard of care for any particular service or undertaking to that of the locality where those services or undertakings are performed.
15. Any interest to be paid by the City of Johnson City for late payments shall be at the rate of interest at which the City pays on its most recently issued bonds.
16. The City reserves to itself the right to approve the use of any tests, including but not limited to any borings, test pits, geotechnical work, environmental tests, and the like in its own sole discretion. All design professionals, consultants, subcontractors, or the like shall be duly licensed in the State of Tennessee, if licensure in the State of Tennessee is required for the work to be performed by such design professional, consultants, or subcontractors.
17. Notwithstanding any applicable choice of law or conflict of law provisions or decisions, the law of the State of Tennessee shall govern all contracts to which this document is attached.
18. The City of Johnson City shall not provide any legal advice, legal services, surveys, or procure the same for any other party.
19. Upon payment for services as rendered, all design documents and all instruments of service created by design professionals, including but not limited to architects, landscape architects, engineers, etc., shall become the property of the City of Johnson City, Tennessee. The City of Johnson City shall be allowed to use all design documents and instruments of service, **including** but not limited to bid drawings, shop drawings, reports, specifications, cost estimates, schematic designs, construction designs, and the like for future additions or alterations to the current project or for use in other projects. Any use of the aforementioned designs and construction documents shall be at the City's sole risk and without liability to the design professional. The design professional's name and seal will be removed from all such design documents prior to the City's use thereof.
20. No person or entity shall respond to a request for bid or request for proposal with any terms or conditions that might change, alter, amend, or differ with the specifications, terms, or conditions originally provided by the City in its initial request for bids or proposals.

October 5, 2009



STATEMENT OF BID/RFP DECLINE City of Johnson City, Tennessee

NOTE: If you do not intend to respond to this solicitation, complete and return this form on or before the stated deadline to Purchasing Department, P. O. Box 2150, Johnson City, TN 37605 or via facsimile 423/975-2712.

We value your feedback and ask that you complete the following:

Bid/RFP No. # _____
Bid/RFP Name _____

We, the undersigned, decline to submit on the above bid/proposal for the following reason(s):

- _____ Insufficient time to adequately prepare a response
- _____ Our company does not offer this product or service. Remove us from the vendor list
- _____ Our schedule will not permit us to perform in a timely manner
- _____ We are unable to meet bond requirements
- _____ We are unable to meet insurance requirements
- _____ We are unable to offer comparable product or service
- _____ We are unable to meet specifications (explain below)

We understand that if this statement is not completed and returned, our company may be deleted from the City's solicitation list for this commodity or service.

Company Name: _____
Address: _____
Signature: _____
Telephone: _____
E-mail: _____
Date: _____