

REQUEST FOR PROPOSAL

Sanitary Sewer Permanent Flow Monitoring and Rain Gauge Monitoring Services

City of Johnson City, Tennessee



RFP #5641

Proposal Due Date/Time:
November 29, 2012
1:30 PM

City of Johnson City
Purchasing Department
209 Water Street (37601)
P. O. Box 2150 (37605)
Johnson City, TN

**RFP #5461
Sanitary Sewer Permanent Flow Monitoring and Rain Gauge Monitoring Services
to Johnson City, TN**

Proposer (name & address): _____

Work described in this request for proposal will be provided under a contract to Johnson City, TN (OWNER).

1. Scope of Services for CONTRACTOR:

CONTRACTOR shall perform the following permanent flow monitoring services:

Flow monitoring services shall include site investigation, installation, calibration, operation and maintenance, and data collection for each flow monitoring location listed on Attachment A. CONTRACTOR shall provide site installation reports with digital photos of each site (photos shall cover at minimum: one above ground photo of the installation manhole and surroundings, one photo of the downstream pipe, and one photo of the installed equipment in the pipe) and recommendations for alternate sites, if applicable.

Proposed flow monitoring devices must utilize solid-state electronics with capability of measuring and recording wastewater depth and mean velocity at 5-minute intervals. Ultrasonic Doppler technology or equivalent is acceptable for measuring velocity. Pressure transducer or ultrasonic technology or equivalent is acceptable for depth measurements. The OWNER will not be providing any flow monitoring equipment or rain gauges. All equipment in this proposal will be leased or purchased through the CONTRACTOR. The CONTRACTOR is responsible for the cost of any repairs associated with debris, surcharge conditions, vandalism, and/or theft. Leasing or Ownership of the equipment will be based on the final proposal selection of the OWNER.

Flow monitors should be capable of measuring at 5-minute intervals; OWNER will evaluate frequency required at each site. Data will be collected at a default of 15-minute intervals, unless directed otherwise by the OWNER. All depth data measurements must include conditions where surcharging occurs above the crown of the pipe.

CONTRACTOR is responsible for procuring and maintaining data transfer services for all the rain gauge stations and flow monitoring locations. CONTRACTOR shall provide mobile telemetry communications to collect data and monitor equipment performance to help assure system uptime. The cost of mobile telemetry communications service shall be included in the Data Collection / Maintenance cost and indicated in writing within the proposal.

CONTRACTOR shall perform routine maintenance of the flow monitor installations at least bi-weekly (2-week cycles) and maintenance of rain gauge installations monthly. In addition, routine maintenance or service will be performed as necessary at each flow monitoring and rain gauge site where data indicates operations problems or equipment telemetry alarms indicate a problem.

Routine maintenance includes verification of monitor calibration using independent velocity and depth measurement devices, verification of proper data collection and recording, cleaning of velocity and depth sensors, and removal of accumulated sediment and debris in the vicinity of the flow monitor installation. Monitor calibration shall be conducted over a range of flows and depths so as to properly understand conditions at the site that could lead to unusual vertical velocity profiles or horizontal distributions that could impact monitor accuracy.

CONTRACTOR shall review and present initial data collection to OWNER to show data is of acceptable quality and format. Data will be acceptable provided 1) there is a clear diurnal pattern, 2) potential balancing issues are checked and rectified as necessary, 3) dry weather velocity and level data are fairly constant without numerous unaccounted for jumps or steps in the data or unexplained dry weather velocity or level spikes, 4) minimal variability in the velocity readings for the range of depths encountered that could indicate a problem with turbulence or debris, and 5) scattergraph plots that generally follow a trend of manning's curve (increasing velocity with increasing depth) except for reasonably expected exceptions such as during surcharging and/or overflows in the vicinity of the flow monitors. Once initial data is reviewed and accepted, monthly delivery of final data may commence. Final data incorporates any adjustments made in the field and quality control / quality assurance efforts undertaken by the CONTRACTOR.

Data provided to the OWNER from the flow monitors shall include date, time, depth, average velocity, and flow at not more than 15-minute increments. Flows shall be reported to the nearest gallon per minute. Depths shall be reported to the nearest 0.01 inch, and velocities shall be reported to the nearest 0.01 feet per second. Data shall be provided in electronic format such as Microsoft Excel or other acceptable format (such as ASCII) compatible with Microsoft Excel once every month after initial data is collected and shown to be acceptable. Data provided to OWNER shall be in raw format. If application of a post-collection calibration factor is appropriate for this data because of conditions existing at the monitoring site at the time the data was recorded, then the CONTRACTOR shall make this known to the OWNER, and a second final data set shall be provided as adjusted through application of the post-collection calibration factor.

Data delivery shall be in electronic format and include tabular data, graphical time series plots, and scattergraphs of depth vs. velocity during the reporting period. Electronic files shall be named to conform to the naming convention approved by the ENGINEER that includes the flow monitor identification and data reporting period. Electronic data shall be stored and submitted via a file transfer protocol (FTP) site or website and access to such sites shall be granted to the OWNER and any OWNER representatives. Any specialized software required to download and view data shall be supplied to OWNER and any OWNER representatives and

provisions shall be made for training of OWNER staff and OWNER representative staff. Access to the central data storage site (FTP or website) shall be available at all times and allow for viewing of raw data at any point at which it is posted.

The CONTRACTOR shall submit to the OWNER logs and drawings for each flow monitor and rain gauge showing location of installation on an area map and local map in sufficient detail to locate each monitor/gauge site. Installation logs shall include photographs of the installation manhole and surrounding vicinity above ground, inside of the manhole showing manhole flow configuration (influent, effluent pipes), typical hydraulic conditions, and any unusual observations made by the field crews at the installation location. At the completion of each monthly flow monitoring period, the CONTRACTOR shall submit logs of maintenance performed on each flow monitor.

CONTRACTOR shall provide an annual report within 90 days of the final submittal of the December data for that monitored year. The annual report is to contain a minimum of the following analyses:

- Summary of precipitation events for each rain gauge location including the following: peak 1-hour precipitation volume (inches), peak 24-hour precipitation volume (inches), and total event duration (hours) (an event being defined as any precipitation period with no more than 12-hours of inter-event dry time).
- Monthly rain gauge totals with comparison to local monthly averages as based on local weather statistics from a nearby airport or municipal rain gauge.
- Development and summary of monthly average dry weather flows for each monitored location to show impacts of groundwater throughout the year.
- Summary of RDII (Rainfall Dependent Inflow / Infiltration) precipitation events for each flow monitored location throughout the monitored year.
- Trending of RDII data to show seasonal influences on RDII (Winter = December through February, Spring = March through May, Summer = June through August, Fall = September through November).
- Ranking of monitored areas based on either RDII per linear foot or RDII per inch diameter of sanitary sewer. The goal of such ranking is to determine monitored areas that may require field investigations for RDII removal.

Should the CONTRACTOR observe conditions in the sanitary sewer during the performance of their work that could be interpreted as maintenance problems, overflows, or other acute sewer system failures needing immediate attention, CONTRACTOR shall contact designated representative of OWNER's collection systems group immediately and report observations. Follow up written reports of these observations shall be provided to the OWNER with

verification of the date and time the information was verbally reported to OWNER's collection systems group.

Traffic control provided by the CONTRACTOR for accessing manholes in streets and vehicle-accessible locations shall conform to requirements of Johnson City, TN and Tennessee Department of Transportation.

Rain gauge data shall include date, time, and rainfall depth reported in hundredths of an inch at not more than 15-minute increments. Times reported for flow data and rainfall data shall be synchronized.

Each field crew shall include a foreman or supervisor who has no less than five years of hands-on experience in the installation and maintenance of the type of flow monitoring and rain gauge equipment being used for this project. Resumes of each foreman or supervisor shall be provided to the OWNER along with training certificates. Should field crew personnel change over the course of the project, new resumes of replacement staff shall be provided prior to their replacement along with training certificates specific to implemented flow monitoring equipment at the time of service.

CONTRACTOR shall provide a 24-hour accessible contact number for the responsible project manager.

In conformance with OSHA requirements, CONTRACTOR shall be responsible for any confined space entry permits, health and safety plans, and shall take appropriate precautions during manhole entry during execution of this project. CONTRACTOR shall also be responsible for complying with all local regulations related to public safety and traffic control.

2. Term of Service:

This proposal is for an Agreement for a 36-month term of service beginning on a mutually agreeable date between the OWNER and CONTRACTOR. At the end of the initial 36-month period, the Agreement may be renewed by mutual consent in writing from both parties for up to two additional 1-year renewals. The annual renewal of the Contract shall be at the sole discretion of the OWNER.

The CONTRACTOR must commence work within 7 calendar days of Notice to Proceed, and complete investigation and calibration of all equipment within 21 days of Notice to Proceed. It is anticipated that Notice to Proceed will be granted on or before January 1, 2013. All flow monitors and rain gauges shall be inspected and/or installed, calibrated, and recording accurate data on or before January 1, 2013.

Final electronic flow monitoring data that has undergone quality control and quality assurance reviews must be delivered within 60 days of completion of each monthly reporting period. Each electronic report shall include:

- a) Descriptive commentary for each flow monitoring location on observations made during maintenance visits for the reporting period
- b) Installation Logs (site reports with digital photos) and any new or amended calibration or adjustment data
- c) Hydrographs (Flow quantities)
- d) Hydrographs (Depth and velocity)
- e) Scattergraphs (Depth/velocity)
- f) ASCII digital files containing tabular reports of all raw and final depth, flow, velocity, and rainfall data

3. Insurance and Indemnity:

CONTRACTOR agrees and shall submit evidence to the OWNER before beginning work on this part of the Project that CONTRACTOR has procured and will maintain Workers Compensation, Commercial General and Contractual Liability, Commercial Automobile Liability, and Professional Liability insurance coverage, with limits at or above those described in Attachment B - Insurance Checklist and Attachment C - General Contract Form. Upon the OWNER's request, CONTRACTOR shall provide OWNER with an exact copy of the insurance policy or policies required hereunder. Any insurance on a "claims made" basis shall be maintained for at least two (2) years after completion of the Work or any time period required by this Agreement, whichever is longer.

In the event the CONTRACTOR fails to obtain or maintain any insurance coverage required under this Agreement, OWNER may terminate this Agreement for cause.

CONTRACTOR shall also cause other independent professional associates and subcontractors retained by CONTRACTOR for the Project to procure and maintain the same insurance coverages with endorsements.

CONTRACTOR shall indemnify and save harmless and defend the OWNER, its agents, servants and employees from and against any claim, demand or cause of action of every name or nature arising out of the error, omission or negligent act of the CONTRACTOR, its subcontractors, agents, servants or employees in the performance of services under this Agreement. The indemnification provided in this paragraph shall in no way be limited by the minimum required insurance defined above. Attachment D - BIDS/PROPOSAL GENERAL TERMS & CONDITIONS AND REQUIREMENTS FOR BIDS, REQUESTS FOR PROPOSALS, AND CONTRACTS BETWEEN THE CITY OF JOHNSON CITY AND OTHER PARTIES are part of the agreement.

The CONTRACTOR shall submit one or more duly executed certificates of insurance for the items identified in Attachment B including Umbrella Liability (item d identified on Attachment

B) and Pollution Liability (item e identified on Attachment B) which will be executed as part of this project at no additional cost to OWNER. CONTRACTOR shall not perform any work under this proposal until CONTRACTOR furnishes proof of insurance as required by this Section and Attachment B and Attachment C and until OWNER gives CONTRACTOR a written and signed notice to commence work. OWNER shall be named as additional insured parties.

4. OWNER'S Responsibilities and Governmental Tort Liability:

OWNER shall do the following in a timely manner so as not to delay the services of CONTRACTOR:

- a) Provide all criteria and full information as to OWNER'S requirements for This Part of the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations.
- b) Make available to CONTRACTOR Drawings, Specifications, schedules and other information, interpretations and data which were prepared by OWNER, or by others which are available to OWNER, and which OWNER and CONTRACTOR consider pertinent to CONTRACTOR'S responsibilities hereunder, on all of which CONTRACTOR may rely in performing services hereunder except as may be specifically noted otherwise in writing.
- c) Request OWNER to arrange for access to and make all provisions for CONTRACTOR to enter upon public and private property as required for CONTRACTOR to perform services under this Agreement.
- d) Consult with CONTRACTOR before issuing interpretations or clarifications of documents furnished by CONTRACTOR, and obtain written consent of CONTRACTOR before acting upon shop drawings, samples or other submittals of construction contractors or upon work directive changes or change orders affecting This Part of the Project, and assume full responsibility for any such action taken without such consultation or consent.
- e) When CONTRACTOR has requested the right to participate in any decision to accept a particular contractor, subcontractor or supplier proposed for This Part of the Project, consult with CONTRACTOR to determine if CONTRACTOR, after due investigation, has reasonable objection to any such contractor, subcontractor or supplier, before OWNER makes a decision as to such acceptability.
- f) Give prompt written notice to CONTRACTOR whenever OWNER observes or otherwise becomes aware of any development that affects the scope or timing of CONTRACTOR'S services, or any defect or nonconformance in the work of Contractor affecting This Part of the Project.

- g) Advise CONTRACTOR of the identity of other independent professional associates or subcontractors participating in the design or administration of This Part of the Project and the scope of their services.
- h) The information and services to be provided by OWNER under this Section 4 will be without cost to CONTRACTOR.

Notwithstanding anything else to the contrary, the indemnity provisions of this Section 4 shall not be construed to change the liability of any party hereto for any claim that would otherwise be prohibited or limited under any applicable provisions of the Tennessee Governmental Tort Liability Act, as codified at Tenn. Code Ann., §§29-20-101, et seq., as it may be amended from time to time by act of the legislature (the "Act"), it being the intent of this section not to waive, diminish, or otherwise affect the statutory limits of liability, the statutory immunity, or the extent of immunity that may have been established for any party hereto under the Act.

5. Compensation:

For the basic services described in this Proposal to Provide Sanitary Sewer Permanent Flow Monitoring and Rain Gauge Monitoring Services, CONTRACTOR shall be paid on a unit price basis according to the unit costs provided by the CONTRACTOR in Attachment E. Invoicing shall be done on a monthly basis based on the services performed during the previous month. Compensation is based on 14 flow monitoring locations and 11 rain gauge locations. Unit prices are provided as such from CONTRACTOR. It is not anticipated that the number of installations will change. However, the OWNER reserves the right to remove or increase the number of installations based on the unit pricing provided by CONTRACTOR and compensation will be adjusted respectively.

MEASUREMENT, COMPENSATION, AND PAYMENT

OWNER will compensate CONTRACTOR as follows:

Measurement

The "START" date for any flow monitor and rain gauge operation, maintenance, and data collection unit costs charges will be when all of the flow monitors and rain gauges have been installed, calibrated, and are monitoring properly. Days where less than 90 percent of all flow monitoring or rain gauge equipment for the project is operational will receive no compensation for any services. Daily cost is considered as the monthly compensation for all services divided by 30 average days in a month.

No individual flow monitor maintenance unit costs will be paid for days when data is not complete. A complete day is defined as containing complete velocity, depth, and flow data for at least 90 percent of the required time reporting increments. Verification of data collected will be required by OWNER prior to payment.

CONTRACTOR may submit monthly invoices based on percent of work completed. Invoices are due and payable within thirty (30) days by OWNER.

* Mobilization due within (30) days of Notice to Proceed; all other payment due within 30 days of invoice date. CONTRACTOR will submit invoices monthly based on percent complete. No retention or prevailing wages. No MBE/WBE Requirements.

Note that this Proposal is a part of the final Contract Agreement. This Proposal is valid for a period of 60 days.

By: _____
Signature

Printed Name

Name of Company

Date

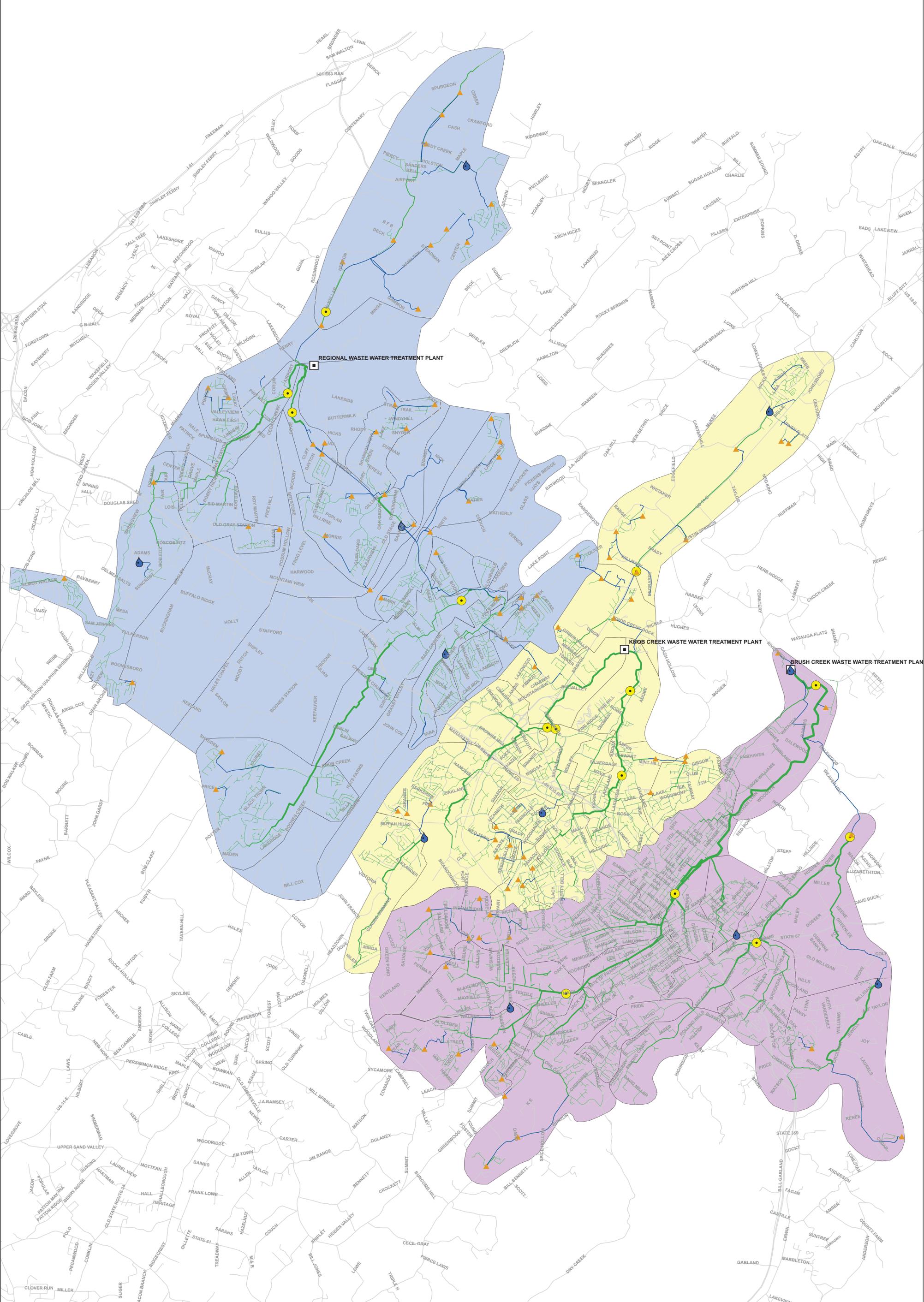
Proposal must be signed to be valid

Attachment A

Proposed Flow Monitoring Locations:

1. Street Address and Pipe Information
2. Map

Flow Monitor ID	Basin	Location or Street Address	Manhole ID	Pipe Diameter (inches)
1	Brush	Millard Street E (between Baxter and Oak)	12054	36
2	Brush	229 Sinking Creek Road (across street)	1323	24
3	Brush	1816 Mary Street	8698	21
4	Brush	1804 Miami Drive	7667	18
5	Brush	811 Riverview Drive	2660	30
6	Knob	3010 E Oakland Avenue	3075	15
7	Knob	291 Creekmore Drive	3091	12
8	Knob	1825 Silverdale Drive (apartment complex)	3682	21
9	Knob	329 Austin Springs Drive	2710	24
10	Knob	Bristol Highway (Devault Bridge Lift Station)	1400	12
11	Regional	6387 Kingsport Highway	303	18
12	Regional	208 Pickens Bridge Road	1657	10
13	Regional	6319 Kingsport Hwy (Poplar Ridge Apartments)	10912	15
14	Regional	3611 Highway 75 (McKellar Road)	131	10



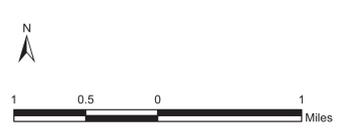
Legend

Gravity sewer diameter, inches

- up to 8
- 8 to 12
- 12 to 16
- 16 to 24
- 24 to 36

- Lift Station
- Waste Water Treatment Plant
- Proposed Long Term Rain Gauges
- Proposed Long Term Flow Monitors
- Force main

- Brush Creek Basin
- Knob Creek Basin
- Regional Basin
- Roads



Proposed Locations for Long-Term Flow Monitors and Rain Gauges

Attachment B

Insurance Checklist

INSURANCE CHECKLIST

(Sanitary Sewer Flow Monitoring & Rain Gauge Monitoring, incl. equip. installation)

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-Bailee's Insurance \$ _____
- ___ 17. Moving and Rigging Floater Endorsement to CGL
- ___ 18. Dishonesty Bond \$ _____
- ___ 19. Builder's Risk/Installation Floater Provide coverage in the full amount of contract
- ___ 20. XCU Coverage Endorsement to CGL
- 21. Carrier Rating shall be Best's Rating of 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: \$1 MILLION _____

INSURANCE AGENT'S STATEMENT:

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

_____ Comments: _____

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

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

AGENCY NAME: _____ AUTHORIZED SIGNATURE: _____

Date: _____

CONTRACTOR'S STATEMENT:

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

CONTRACTOR'S NAME: _____ AUTHORIZED SIGNATURE: _____

Date: _____

RFP Number: # **5641**

RFP or Project Name: **PERMANENT FLOW & RAIN GAUGE MONITORING**

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

Attachment C

General Contract Form

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:

- i. 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
- ii. 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.

*Proposal to Provide
Sanitary Sewer Permanent Flow Monitoring and Rain Gauge Monitoring Services
to Johnson City, TN*

Attachment D

BID/PROPOSAL GENERAL TERMS & CONDITIONS
and
REQUIREMENTS FOR BIDS, REQUESTS FOR PROPOSALS, AND CONTRACTS
BETWEEN THE CITY OF JOHNSON CITY AND OTHER PARTIES



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

Attachment E

Proposal Cost Summary

1. Lease Option
2. Purchase Option

Proposal Cost Summary (Option 1 - Lease):

Option 1 - Equipment Lease¹ - Proposal Cost Summary

Year 1

Site Inspection / Installation / Site Report	\$ _____ / monitor x 14 monitors =	\$ _____
Equipment Lease / Data Collection / Maintenance	\$ _____ / monitor x 14 monitors =	\$ _____
Rain Gauge Rental / Data Collection / Maintenance	\$ _____ / gauge x 11 gauges =	\$ _____
Annual Analysis Report	\$ _____ / monitor x 14 monitors =	\$ _____
Year 1 - Option 1 - Project Total =		\$ _____

Year 2

Equipment Lease / Data Collection / Maintenance	\$ _____ / monitor x 14 monitors =	\$ _____
Rain Gauge Rental / Data Collection / Maintenance	\$ _____ / gauge x 11 gauges =	\$ _____
Annual Analysis Report	\$ _____ / monitor x 14 monitors =	\$ _____
Year 2 - Option 1 - Project Total =		\$ _____

Year 3

Equipment Lease / Data Collection / Maintenance	\$ _____ / monitor x 14 monitors =	\$ _____
Rain Gauge Rental / Data Collection / Maintenance	\$ _____ / gauge x 11 gauges =	\$ _____
Annual Analysis Report	\$ _____ / monitor x 14 monitors =	\$ _____
Year 3 - Option 1 - Project Total =		\$ _____

Year 4

Equipment Lease / Data Collection / Maintenance	\$ _____ / monitor x 14 monitors =	\$ _____
Rain Gauge Rental / Data Collection / Maintenance	\$ _____ / gauge x 11 gauges =	\$ _____
Annual Analysis Report	\$ _____ / monitor x 14 monitors =	\$ _____
Year 4 - Option 1 - Project Total =		\$ _____

Year 5

Equipment Lease / Data Collection / Maintenance	\$ _____ / monitor x 14 monitors =	\$ _____
Rain Gauge Rental / Data Collection / Maintenance	\$ _____ / gauge x 11 gauges =	\$ _____
Annual Analysis Report	\$ _____ / monitor x 14 monitors =	\$ _____
Year 5 - Option 1 - Project Total =		\$ _____

5-Year Total - Option 1 - Equipment Lease: \$ _____

¹Proposed costs are based on a flow monitoring program with 14 flow monitor locations and 11 rain gauge locations. The OWNER reserves the right to extend these services to include additional sites based on the unit costs and year listed above.

Additional Unit Costs

Flow monitor relocation (uninstall / reinstall)	\$ _____ / location
Rain gauge relocation (uninstall / reinstall)	\$ _____ / location

Proposal Cost Summary (Option 2 - Purchase):

Option 2 - Equipment Purchase² - Proposal Cost Summary

Year 1

Site Inspection / Installation / Site Report	\$ _____ / monitor x 14 monitors =	\$ _____
Flow Monitor Equipment Purchase*	\$ _____ / monitor x 14 monitors =	\$ _____
Rain Gauge Equipment Purchase*	\$ _____ / gauge x 11 gauges =	\$ _____
Flow Monitor Data Collection / Maintenance	\$ _____ / monitor x 14 monitors =	\$ _____
Rain Gauge Data Collection / Maintenance	\$ _____ / gauge x 11 gauges =	\$ _____
Annual Analysis Report	\$ _____ / monitor x 14 monitors =	\$ _____
Year 1 - Option 2 - Project Total =		\$ _____

Year 2

Flow Monitor Data Collection / Maintenance	\$ _____ / monitor x 14 monitors =	\$ _____
Rain Gauge Data Collection / Maintenance	\$ _____ / gauge x 11 gauges =	\$ _____
Annual Analysis Report	\$ _____ / monitor x 14 monitors =	\$ _____
Year 2 - Option 2 - Project Total =		\$ _____

Year 3

Flow Monitor Data Collection / Maintenance	\$ _____ / monitor x 14 monitors =	\$ _____
Rain Gauge Data Collection / Maintenance	\$ _____ / gauge x 11 gauges =	\$ _____
Annual Analysis Report	\$ _____ / monitor x 14 monitors =	\$ _____
Year 3 - Option 2 - Project Total =		\$ _____

Year 4

Flow Monitor Data Collection / Maintenance	\$ _____ / monitor x 14 monitors =	\$ _____
Rain Gauge Data Collection / Maintenance	\$ _____ / gauge x 11 gauges =	\$ _____
Annual Analysis Report	\$ _____ / monitor x 14 monitors =	\$ _____
Year 4 - Option 2 - Project Total =		\$ _____

Year 5

Flow Monitor Data Collection / Maintenance	\$ _____ / monitor x 14 monitors =	\$ _____
Rain Gauge Data Collection / Maintenance	\$ _____ / gauge x 11 gauges =	\$ _____
Annual Analysis Report	\$ _____ / monitor x 14 monitors =	\$ _____
Year 5 - Option 2 - Project Total =		\$ _____

5-Year Total - Option 2 - Equipment Purchase: \$ _____

²Proposed costs are based on a flow monitoring program with 14 flow monitor locations and 11 rain gauge locations. The OWNER reserves the right to extend these services to include additional sites based on the unit costs and year listed above.

Unit Costs / Additional Site Costs

Flow monitor relocation (uninstall / reinstall)	\$ _____ / location
Rain gauge relocation (uninstall / reinstall)	\$ _____ / location

*Please Specify Proposed Flow Monitoring and Rain Gauge Equipment for purchase (manufacturer & model number):

Attachment F

Instructions to Proposers
Requirements for Proposals

Instructions to Proposers

1. One (1) original and five (5) copies, for a total of six (6) of the proposals are due on or before **1:30 p.m. EDT, November 29, 2012** at the City of Johnson City's Purchasing Department, 209 Water Street, P.O. Box 2150 Johnson City, TN 37605. Submittals should be sealed and should be clearly labeled "**Proposal to Provide Sanitary Sewer Permanent Flow Monitoring and Rain Gauge Monitoring Services to Johnson City, TN - RFP #5461**" on the exterior of the box or envelope in which they are shipped.

A list of respondents will be available at that time. Late submittals will not be considered. Telephone or facsimile offers will not be accepted. Proposals must be signed in ink by the agent or person authorized to bind the Proposer to its provisions.

Proposals shall be open for review, acceptance, and contract award for a period of ninety (90) days following closing date for submittal.

No contract entered into as the result of Proposer's response to this request or any Proposer's response may be subject to any type of non-disclosure agreement.

2. All requests for additional information should be directed to Neal Whitten, P.E., Assistant Director of Water/Wastewater, City of Johnson City, Water & Sewer Services Department. Office: (423) 975-2624. Fax: (423) 975-2653. Email: nwhitten@johnsoncitytn.org. Requests for additional information may be directed to Mr. Whitten, preferable via email.
3. All contents of all proposals will become the property of the City of Johnson City once received whether awarded or rejected.
4. The attached Insurance Checklist (which includes a section for the Insurance agent to fill-out) and General Contract Form must be completed and returned with the proposal package. Successful vendor shall provide certificate of insurance, as specified, prior to contract award.
5. In the event that the proposer selected does not, or cannot, execute a contract within 30 days of notice of award, the City may give notice to such firm of intent to award the contract to another qualified proposer, to call for additional proposals, or to otherwise withdraw the offer.
6. The City may wish to make reasonable investigations (as deemed proper at its sole discretion) to determine the ability of the proposer to perform the work outlined. The proposer shall agree to furnish the City all information and data for this purpose as requested. The City specifically reserves the right to reject any proposals if the evidence submitted by, or the investigation of, the proposer fails to satisfy the City that the consultant is qualified to perform any or all requirements.

REQUIREMENTS FOR PROPOSALS

1. A SIGNED letter describing the proposer's company and interest in the project, signed by an official of the proposer.
2. The proposer shall provide a narrative statement of experience with respect to sanitary sewer flow monitoring and rain gauge monitoring services.
 - a. The proposer will provide at least five references. The references will relate to the sanitary sewer flow monitoring, rain gauge monitoring, installation, and reporting of information. The references should contain the name of the organization for which the services were provided, a brief description of those services, dollar amount of the contract, and a name and address of a contact person.
 - b. Projects used as references should be SIMILAR and completed within the last 5 years involving the same equipment expected for work on the City of Johnson City project. Experience related to systems of similar size and geography is preferred.
3. Information in the form of data sheets or manufacturer's literature on the equipment proposed to be utilized for flow monitoring and rain gauge measurements.
4. An example annual or semi-annual report that demonstrates the presentation of the data the proposer typically provides, including graphics, rankings, etc.

ADDITIONAL INSTRUCTIONS

1. **DRUG FREE WORKPLACE**

All vendors with five (5) or more employees must execute the attached 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 proposal non-responsive.
2. **ECONOMY OF PREPARATION**

Proposals should be prepared simply and economically, providing a straightforward concise description of services and qualifications to meet City's requirements as outlined in this document. Emphasis should be on completeness and clarity of content.
3. **CONTRACT AWARD**

Contract award, if made, shall be to the most responsible vendor who offers the most responsive proposal. The City reserves the right to choose the proposal that is in its best interest. listed will be subject to funding availability. Considerations in the award shall be: adherence to this document and the specifications listed, cost, company qualifications and past performance, services available and references.
4. **JOBSITE CONDITIONS**

Work shall proceed in such manner as to not disrupt City functions. Scheduling shall be as approved by City representative. Jobsite shall be kept clean and orderly. All debris shall be removed and disposed of in a legal manner.

5. LICENSES, FEES, PERMITS

The Contractor is responsible for furnishing the proper licenses, fees, and permits required by law to do business in the City of Johnson City in completion of the requirements stated herein. All work shall be done in accordance with the latest building codes, state and federal laws relative to Sanitary Sewer Monitoring Services.

6. INCURRING COSTS

The City is not liable for any costs incurred by consultant prior to issuance of a contract.

7. ACCEPTANCE OF PROPOSAL CONTENT

The City reserves the right to refuse all proposals on the basis of non-receipt of part or all of anticipated funding. The City reserves the right to reject work considered sub-standard and to refuse payment for such rejected work. The contents of any proposal received shall become contractual obligations upon the execution of a contract by authorized representatives of both the City and the proposer. Failure of the successful responder to accept these obligations may result in cancellation of the award. The City reserves the right to reject any or all proposals and to waive informalities, irregularities, and technicalities in the process.

8. PROPERTY DAMAGES CAUSED BY THE CONTRACTOR

Should the Contractor or his employees cause any damage to public or private property, the Contractor will be required to make repairs immediately. The City may, however, elect to make repairs or replacements of damaged property and deduct the cost of such from moneys due or to become due the Contractor under this contract with the City.

9. CANCELLATION

Right is reserved by each party to cancel the contract provided that thirty (30) days written notice is given prior to the cancellation date. Contract will be subject to immediate cancellation if either product or service does not comply with specifications as stated herein.

10. PROPRIETARY/CONFIDENTIAL INFORMATION

Proposers are hereby notified that all information submitted as part of, or in support of, proposals will be available for public inspection after opening of proposals, in compliance with Tennessee Statutes.

11. ADDENDA

Any change to these specifications herein will be brought forward in the form of a written Addendum from the Purchasing Department and will be provided to all interested parties. No oral interpretations or communication will affect or change in any way the information contained herein.

12. REQUIREMENTS FOR BIDS, REQUEST FOR PROPOSALS AND CONTRACTS

This Proposal also includes the City's "Requirements For Bids, Requests For Proposals, and Contracts, etc." attached hereto and set forth herein as if verbatim. The attached Bid/RFP General Terms & Conditions is also an integral part of this solicitation.

13. RIGHTS AND OPTIONS OF THE CITY OF JOHNSON CITY:

The City reserves the following rights and options:

- Determine those proposers who are most qualified.
- Postpone, accept or reject any or all proposals for any reason, at its sole discretion.
- Supplement, amend, or otherwise modify this RFP.
- Cancel this RFP with or without the submission of another RFP.
- Issue additional solicitations for information and proposals, and conduct investigations with respect to the qualifications of each respondent.