

REQUEST FOR PROPOSAL

CCTV EQUIPMENT AND INSTALLATION SCIENCE HILL HIGH SCHOOL

RFP # 5139



Proposal Due Date/Time

March 14, 2008

11:00 AM

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

CCTV EQUIPMENT AND INSTALLATION

Johnson City Schools

PROPOSAL SPECIFICATIONS/INSTRUCTIONS

SCOPE

The Johnson City Schools is seeking through this proposal to purchase and install a Closed Circuit Television (CCTV) system at two of the campuses of Science Hill High School: 10-12 campus located at 1509 John Exum Parkway and Henry Johnson Alternative Center located at 812 W Market Street, Johnson City, TN. The City expects a turn-key solution where the selected vendor is responsible for managing the entire project from design phase through user acceptance and any necessary on-going support and maintenance. Vendor is expected to furnish and install a complete CCTV system as described herein to be wired, connected, tested and ready to operate. Responsibilities include but are not limited to site surveys, camera placement, structured cabling, electrical and equipment recommendations as well as testing and acceptance and any other associated tasks required for a successful CCTV system implementation. All equipment must be new equipment with warranties and not refurbished or used.

Vendor shall propose the best solution for optimal coverage at both campuses of Science Hill High Schools (the 10-12 campus & Henry Johnson Alternative Center). At a minimum coverage area options shall include: all entry ways, hallways, administrative offices, stairwells at Henry Johnson, parking lots and potential high risk areas outside. Floor plans attached.

The fourth campus of Science Hill High School (8-9) is currently undergoing renovations and in turn will be equipped with an EverFocus CCTV system. The campus sites included in this bid are part of the same campus therefore, Johnson City Schools is seeking an EverFocus solution or approved equal in order to be compatible with equipment scheduled to be placed at the 8-9 campus. **A mandatory site visit is required as below.**

CONTACT

Any questions shall be addressed to Melony Higgins, at (423) 434-5208 or via email at higginsm@jcschools.org or the Office of the Purchasing Director (423) 975-2716.

JOBSITE VISIT

Mandatory jobsite visit/walk through will be held on Friday, February 29, 2008 beginning at 9:00 a.m. Please meet at the main office of Science Hill High School, 1509 John Exum Parkway, Johnson City, TN 37604.

PROCEDURE FOR SUBMITTAL

To be considered, proposers must submit a complete response to this RFP using the format specified.

Four (4) copies and one original (designated) of the entire proposal package shall be enclosed in a sealed envelope plainly identified in the upper left hand corner with the company's complete name and address and in the lower left hand corner with "**RFP # 5139 – SCIENCE HILL HIGH SCHOOL CCTV**". Contractors licensing information must be on outer envelope. Proposals shall be received by the Director of Purchasing, P. O. Box 2150 (37605) or 209 Water Street (37601),

Johnson City, TN on or before **11:00 a.m, March 14, 2008**. A list of respondents will be available the following business day at 8:00 a.m. Late submittals will not be considered and will be returned unopened. 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. Unsigned offers will not be accepted and will be declared non-responsive.

SUBMITTALS

The City of Johnson City is requesting that interested respondents submit a detailed and written proposal outlining the scope of services to be provided. In order to properly evaluate all proposals, it is requested that consultants include the following at a minimum:

1. Signed, cover letter of understanding of City's requirements and description of services to be provided;
2. Statement of Qualifications of project consultant and staff;
3. List of three references to include past/existing customers where similar installation has occurred.
4. Clearly define services offered including: training, warranty, on-going support and maintenance along with any associated costs.
5. Submit detailed information including costs and coverage areas with options per campus. List equipment and installation costs separately for the Schools consideration. The cost shall include a unit price/lump sum breakdown of all items referenced in this proposal and any other recommended equipment for optimal school coverage.
6. Submit manufacturer's data on CCTV system including, but not limited to, roughing-in diagrams and instructions for installation, operation and maintenance, suitable for inclusion in maintenance manuals.
7. Specification data sheets on each individual system component.
8. Voltage drop calculations to verify proper operating voltage to each device
9. Completed insurance checklists, general contract form & drug free workplace affidavit
10. Project schedule / timeline for each campus.
11. Submit any other information pertinent information that demonstrates Proposers capability to provide requested services.

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. Considerations in the award shall be: overall design, technical specifications, cost, company qualifications and past performance, service and project timeframe.

LICENSING

All Proposers must be licensed contractors in the State of Tennessee, as required by the Contractor's Licensing Act of 1994 (TCA Title 62, Chapter 6) State of Tennessee. The Proposer's license number, expiration date and classification applying to the proposal must appear on the envelope containing the proposal, otherwise the proposal shall not be opened. If two envelopes are used, this information must appear on the outer envelope.

JOBSITE CONDITIONS

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

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 interior and exterior painting.

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.

INCURRING COSTS

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

WITHDRAWAL OF PROPOSALS

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

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

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

RFP ADDENDA

Any change to this RFP 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.

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.

INSURANCE REQUIREMENTS

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.

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.

QUALITY ASSURANCE

The responder shall be a factory authorized/certified installing agent for the equipment proposed. The equipment and installation supervision furnished under this specification is to be provided by a supplier who has been engaged in production of this type of equipment and has a fully-equipped service organization with fifty (50) miles of this installation. The system controls shall be UL listed for Power Limited Applications per NEC 760. All circuits must be marked in accordance with NEC article 760-23.

NON-COLLUSION/CONFLICT OF INTEREST

The Offeror certifies by signing this proposal document, representing all officers, partners, owners, representatives, employees or interested parties of the bidding firm, hereby certifies to the best of his/her knowledge and belief that this 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 proposal have been arrived at independently and have not been communicated by the undersigned, 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 bid. 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 contract.

DEFAULT

In case of Contractor default, the city may, by written notice, cancel the contract and purchase from another source and may recover the excess costs by either invoice, deduction from outstanding balance due, collection against bid and/or performance bond, or a combination of the aforementioned remedies or other remedies provided by law. All costs associated with default will be borne by the Contractor.

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 here to and set forth herein as if verbatim.

BACKGROUND CHECK

Contractor shall comply with Tennessee Code Annotated Section 49-5-413, which requires all contractors to conduct a criminal history records check conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation on each employee prior to permitting the employee to have contact with students or enter school grounds when students are present.

CCTV EQUIPMENT AND INSTALLATION SCIENCE HILL HIGH SCHOOL

TECHNICAL SPECIFICATION CHECKLIST

It is the intent of these specifications to describe a Closed Circuit Television System (CCTV) which must be compatible with existing EverFocus CCTV system. All equipment being bid must be new, unused and the manufacturers latest model. Any product references are to establish a quality level only. If proposing any alternates include complete product literature (equipment demonstration may be required at vendor's expense).

Vendor must complete and return this form to be considered responsive; a check mark shall be placed in each area of specification agreement. Any variance must be clearly identified, and vendor may use a separate sheet if necessary. Exceptions to the specifications will be evaluated on an individual basis with the city alone determining the importance relating to the overall performance of the system being proposed. Any omission from the specifications shall not relieve the vendor from the responsibility of installing a complete CCTV system ready for use.

CITY'S REQUIREMENTS	PROPOSED SYSTEM'S COMPLIANCE
GENERAL:	
All equipment and materials used shall be standard components that are regularly manufactured and used in the Manufacturer's system. All systems and components shall have been thoroughly tested and proven in actual use.	
All systems and components shall be provided with the availability of a toll free 24 hour technical assistance from the manufacturer. Tech support shall allow for immediate technical assistance to either the dealers or installers.	
All systems and components shall be provided with repair or parts replacement. The repair and parts be guaranteed by the manufacturer on warranty items.	

ACCEPTABLE MANUFACTURERS:

This specification is based on the capabilities of EverFocus products. Any alternate system must comply with all of the capabilities of the specified system and must be capable of integrating and communicating with the EverFocus system scheduled to be installed on the 8/9 campus of Science Hill High School. Demonstration of proposed systems in use may be required, at vendors expense.	
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DIGITAL VIDEO RECORDER:

The digital video recorder (DVR) shall provide a high-quality recorder capable of storage and playback of images from 1 to 16 camera inputs at a simultaneous recording rate of 480 frames per second (NTSC/PAL) at CIF resolution with DVD-RW as standard equipment. The DVR shall possess duplex operation for recording and playback, built-in MPEG4 Codec with configurable quality, variable recording speeds, intelligent motion detection with programmable area and sensitivity for each camera, SCSI interface for external expanded storage, two 3.5" hard disk with hot-swap tray for internal storage, Ethernet interface (minimum 100 MB) for remote network viewing and controlling, RS232/RS485 for remote control, shuttle/job dial for picture-by-picture for fast/slow viewing, easy-to-use control panel with common VCR and multiplexer functions, on-screen menus operations, pre-alarm and post-alarm process, real-time live display for all cameras, USB interface for archive, watermark and time/date stamp, watchdog function, and MPEG4 compression. The DVR must also have video pause, video loss detection and event log capabilities. Remote software shall be provided for operation via PC and/or the web.	
DVR's shall be EverFocus EDR 1640/1620/920/610 (16/9/6 Channel Pentaplex Full Size MPEG4 DVR) or approved equal.	
Provide and install keyboard, mouse, and flat panel monitor at DVR for programming purposes.	

OUTDOOR PTZ CAMERA

Outdoor, pan, tilt, zoom camera dome shall have a horizontal resolution of at least 480 TV lines. The camera shall utilize automatic back light compensation, gain control and white balance.	
The PTZ camera shall have 360° unlimited rotation.	
The camera shall have a built-in receiver and stepping motor.	
Provide all necessary mounting hardware and extend video, power and control wiring to the unit as required.	
Must be IP66 weatherproof rated and an operating temperature	

CITY'S REQUIREMENTS	PROPOSED SYSTEM'S COMPLIANCE
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of -40°C~ +60°C with an auto start fan/heater.	
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COLOR CCD DOME CAMERA:

The camera shall incorporate a color 1/3" CCD interline transfer pickup device with approximately 410,000 pixels in 768H x 494V configuration. This shall produce a horizontal resolution of not less than 520 TV lines. The video format shall be NTSC or PAL.	
The camera shall have Digital Signal Processing (DSP) circuitry to control features such as automatic gain control that is selectable between high and low allowing for usable video pictures down to point five LUX at an F-Stop of one point two (0.5 LUX at F 1.2) and an automatic electronic shutter that is on/off selectable with speeds from one sixtieth to one, one hundred thousandth of a second (1/60 – 1/100,000.) Additionally, the camera shall utilize automatic white balance, selectable back light compensation, flickerless mode, and a signal to noise ratio of greater than forty eight decibels (>48db.)	
The power source shall be 12vDC or 24Vac and power consumption of 5 W max.	

OUTDOOR/WEATHERPROOF CAMERA:

The camera shall incorporate a color 1/3" CCD interline transfer pickup device with approximately 410,000 pixels in 768H x 494V configuration. This shall produce a horizontal resolution of not less than 520 TV lines. The video format shall be NTSC or PAL.	
The camera shall have Digital Signal Processing (DSP) circuitry to control features such as automatic gain control that is selectable between high and low allowing for usable video pictures down to point five LUX at an F-Stop of one point two (0.5 LUX at F 1.2) and an automatic electronic shutter that is on/off selectable with speeds from one sixtieth to one, one hundred thousandth of a second (1/60 – 1/100,000.) Additionally, the camera shall utilize automatic white balance, selectable back light compensation, flickerless mode, and a signal to noise ratio of greater than forty eight decibels (>48db.)	

CITY'S REQUIREMENTS	PROPOSED SYSTEM'S COMPLIANCE
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The camera shall utilize a compact 3.8 – 9mm vari-focal auto iris lens and shall be housed in a vandal-proof polycarbonate shell capable of withstanding the impact of a 10 lb. sledgehammer. The camera shall have a weatherproof rating of IP66.	
The power source shall be 12vDC or 24vAC, be auto sensing, and have a power consumption of no more than 5 W or 15 W when heater is active. The operating temperature shall be -40°~ +50°C.	

COLOR CAMERA:

The camera shall incorporate a color 1/3" CCD interline transfer pickup device with approximately 410,000 pixels in 768H x 494V configuration. This shall produce a horizontal resolution of not less than 520 TV lines. The video format shall be NTSC or PAL.	
The camera shall have Digital Signal Processing (DSP) circuitry to control features such as automatic gain control that is selectable between high and low allowing for usable video pictures down to point five LUX at an F-Stop of two (0.5 LUX at F 1.2) and an automatic electronic shutter that is on/off selectable with speeds from one sixtieth to one, one hundred thousandth of a second (1/60 – 1/100,000.) Additionally, the camera shall utilize automatic white balance, selectable back light compensation, fluorescent mode, and a signal to noise ratio of more than forty eight decibels (>48db.)	
The camera shall utilize a compact 3.0 – 8mm/F=1.0 13" DC/VD iris and shall have a C/CS mount back focus adjustment lens mount.	
The power source shall be 12vDC or 24vAC, be auto sensing, and have a power consumption of no more than 5 W. The operating temperature shall be 0°C~ +50°C.	

COLOR MONITOR:

The monitor shall feature a 14" diagonal screen with 420 lines of horizontal resolution at center and be NTSC color signal compatible. The monitor shall feature one camera input (BNC),	
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CITY'S REQUIREMENTS	PROPOSED SYSTEM'S COMPLIANCE
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hi/lo impedance switch, up front controls, and a composite video wit loop through. It shall be UL and CSA listed. The power source shall be 90 – 260 AC type auto sensing.	
The monitor shall have scanning frequency of NTSC 15.75 kHz horizontal, 48-62 Hz vertical and video gain of 30dB.	
The monitor shall have external dimensions of 14"W x 12.6" H x 12.5"L.	
The color monitor shall be a ProVideo model VM-1401C or approved equal.	

POWER SUPPLIES:

The indoor camera power supplies shall allow for multiple cameras to be wired to a central power source. The power supplies shall consist of a metal can with a heavy-duty 110vAC input to 24vAC step down transformer with a PC board with surge-protected individual wiring terminal outputs. The power supplies shall be available with four (4), eight (8) or sixteen (16) outputs. The outputs shall be rated at least 2.5 amps. The metal can shall be of sufficient size to allow for easy wiring with multiple punch-outs for convenient wiring.	
The outdoor camera power supplies shall be available in heavy-duty version with sufficient amperage per output to power industry standard heater/blower kits in addition to the camera. The power supplies shall also come in Underwriters Laboratory (UL) listed versions in order to meet specific applications	
Shall have illuminated master power switch w/built-in circuit breaker and surge protection.	
The power supplies shall be Altronix AC CCTV Power Supply ALTV2416300 series model or approved equal.	

EQUIPMENT RACK:

The equipment rack shall be free standing, open frame, floor anchored, standard communications type. The equipment rack shall be constructed of 16 gauge CRS throughout.	
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NETWORK MANAGEMENT SOFTWARE:

Network management software for the DVR shall provide for an unlimited number of managed systems, (DVR's, network cameras) and shall provide live and playback viewing.	
Management software shall provide for local storage and printout of video data or single pictures on client PC and shall be capable of remote DVR configuration and multi-monitor support (dependent on PC configuration.)	
Network monitoring for visualization of network traffic and alarm functionality for availability of DVRs and cameras in the network shall be available.	
Advanced access right management with individual user rights for functions and system access shall be included. The network management software shall be PowerCon Pro 4.0 or approved equal.	

CABLING:

24-volts shall be extended to each camera. Each camera shall have individual power conductors with sizing to be based on required voltage drop calculations. Each camera shall be independently fused.	
Vendor will provide all equipment, cable, connectors, conduit, outlet boxes and all other devices required for a complete and operating system in accordance with local, state and national codes and the manufacturer's recommendations and warranty cable installation for not less than three years.	
Where slack cable is prescribed, it shall be neatly coiled, bound and stored in the ceiling.	
Cable shall be installed, dressed and terminated in accordance with the manufacturer's recommendations and best industry practices	
Cable raceways shall not be filled greater than the NEC maximum fill for the particular raceway type.	
Cables shall be installed in continuous lengths from origin to destination with no splices and shall not exceed the maximum	

CITY'S REQUIREMENTS	PROPOSED SYSTEM'S COMPLIANCE
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allowable by the manufacturer.	
The cable's minimum bend radius and maximum pulling tension shall not be exceeded. Bend radius in the termination area shall not be less than four (4) times the outside diameter of the cable.	
Install cable above fire-sprinkler systems and do not attach to the system or any ancillary equipment or hardware and so as not to obscure any valves, fire alarm conduit or other control devices.	
Cables shall not be attached to ceiling grid or lighting support wires. Where light weight supports for drop cable legs are required, the contractor shall install clips to support the cabling.	
Any cable damaged or exceeding recommended installation parameters during installation shall be replaced by the contractor prior to final acceptance at no additional cost to the City.	

INSTALLATION:

Provide all equipment, wiring, conduit and outlet boxed required for the installation of a complete and operating system in accordance with applicable local, state and national codes, the manufacturers' recommendations and these specifications. Wiring shall conform to the practices in the National Electrical Code and the Manufacturers' recommendations.	
All CCTV system wiring shall be installed in conduit. Conduit shall be a minimum of ¾".	

INSPECTION AND TESTING:

The manufacturers' authorized representative shall provide (at a minimum) final system connections, perform a complete functional test of the system, and submit a written report to the Designer attesting to satisfactory operation of the system. In addition, on-site instruction shall be provided to the Owner's designated personnel.	
All materials and installation shall be guaranteed to be free of defects in material and workmanship for one year after final	

CITY'S REQUIREMENTS	PROPOSED SYSTEM'S COMPLIANCE
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acceptance of installation and test.	
Upon completion of the installation, four copies of complete operational instructions shall be furnished, complete with record drawings. Instruction shall include part numbers and names, addresses and telephone numbers of parts source. Final payment shall not be made until operational and maintenance manuals have been received	
Final acceptance will be granted after completion of successful acceptance testing, presentation and submittal of instructions and transmittal of Owner's & Service manuals.	

TRAINING AND INSTRUCTION:

Before the system is turned over to the owner, the manufacturer shall provide 2 days of system operation training at the project site using the customer equipment for up to 10 of the owner's representatives meeting a minimum expected level of computer competence.	
The training shall be conducted during normal business hours at a date and time of mutual convenience.	
This training shall be conducted by a dedicated trainer employed full-time for the purpose by the manufacturer of the CCTV system. Representatives of a local dealer operation shall be considered acceptable.	

INSURANCE CHECKLIST – CCTV (J C SCHOOLS)

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 notification shall 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 | | |
| ☒ | 24. Certificate of Insurance shall show project number or other contract identifier used by the City. | | |
| ☐ | 25. OTHER INSURANCE REQUIRED: _____ | | |

INSURANCE AGENT'S STATEMENT:

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

_____ Comments: _____

Is Professional Liability excluded under General Liability? Yes _____ No _____

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 coverages marked.

CONTRACTOR'S NAME: _____ AUTHORIZED SIGNATURE: _____

Date: _____

RFP Number: #5139

Bid or Project Name: CCTV EQUIPMENT & INSTALLATION – J C SCHOOLS

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

GENERAL CONTRACT FORM

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

INSURANCE

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

1. General Insurance Requirements:

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

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

1.3 The City of Johnson City (including its elected and appointed officials, agents, and employees) is to be named as an additional insured under all coverage except Worker's Compensation 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.

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.

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 response. Failure to comply with this requirement will declare that submittal non-responsive.

City Of Johnson City, Tennessee - Policy No. HR-131

SECTION I – PURPOSE OF THE DRUG & ALCOHOL TESTING PROGRAM

The City of Johnson City recognizes its responsibility to provide safe and efficient operations for our employees, our citizens and the general public. Our commitment to provide safe and efficient operations is shown by the implementation of programs and procedures which ensure compliance with appropriate safety measures, as well as the letter and intent of all applicable laws and regulations. There is sufficient evidence to conclude that the use of illegal drug/alcohol; drug/alcohol dependence and drug/alcohol abuse seriously impairs an employee's performance and general physical and mental health. The illegal possession and use of drugs, alcohol and/or narcotics by employees of the City is a crime in this jurisdiction and is clearly unacceptable. Therefore, the City of Johnson City has adopted this written policy to ensure an employee's fitness for duty as a condition of employment; to ensure the drug tests and alcohol tests are conducted on safety-sensitive positions in the categories of: pre-employment, random testing, suspicion testing, and return-to-duty testing.

To comply with TCA Title 50 Chapter 9 Part 1, all bidders and/or proposers of service to the City must have a testing program of the same or better than the requirements of the City of Johnson City.

DRUG-FREE WORKPLACE AFFIDAVIT

State of _____

County of _____

I, _____, being duly sworn, depose, and say that:

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

(Signed) _____

(Title) _____

Subscribed and sworn to before me this _____ day of _____, _____.

Title

My Commission expires _____

Complete and return with response package

NON-COLLUSION AFFIDAVIT

The agent signing this bid/proposal document, representing all officers, partners, owners, representatives, employees or interested parties of the bidding firm, hereby certifies to the best of his/her knowledge and belief that 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 undersigned, 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 bid. 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 bid/proposal.

Authorized Signature, Title

Date

Printed Name

Company Name

Mailing Address

Telephone No.

Facsimile No.

Complete and return with proposal package

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. In the event the City terminates without cause any contract 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.
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 render any legal advice or services or procure the same for any other party.
19. 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.

January 7, 2008



STATEMENT OF NO RESPONSE 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.

Complete the following:

Bid/RFP No. _____

Bid/RFP Name _____

We, the undersigned, decline to respond 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 bid list for this commodity or service.

Company Name: _____

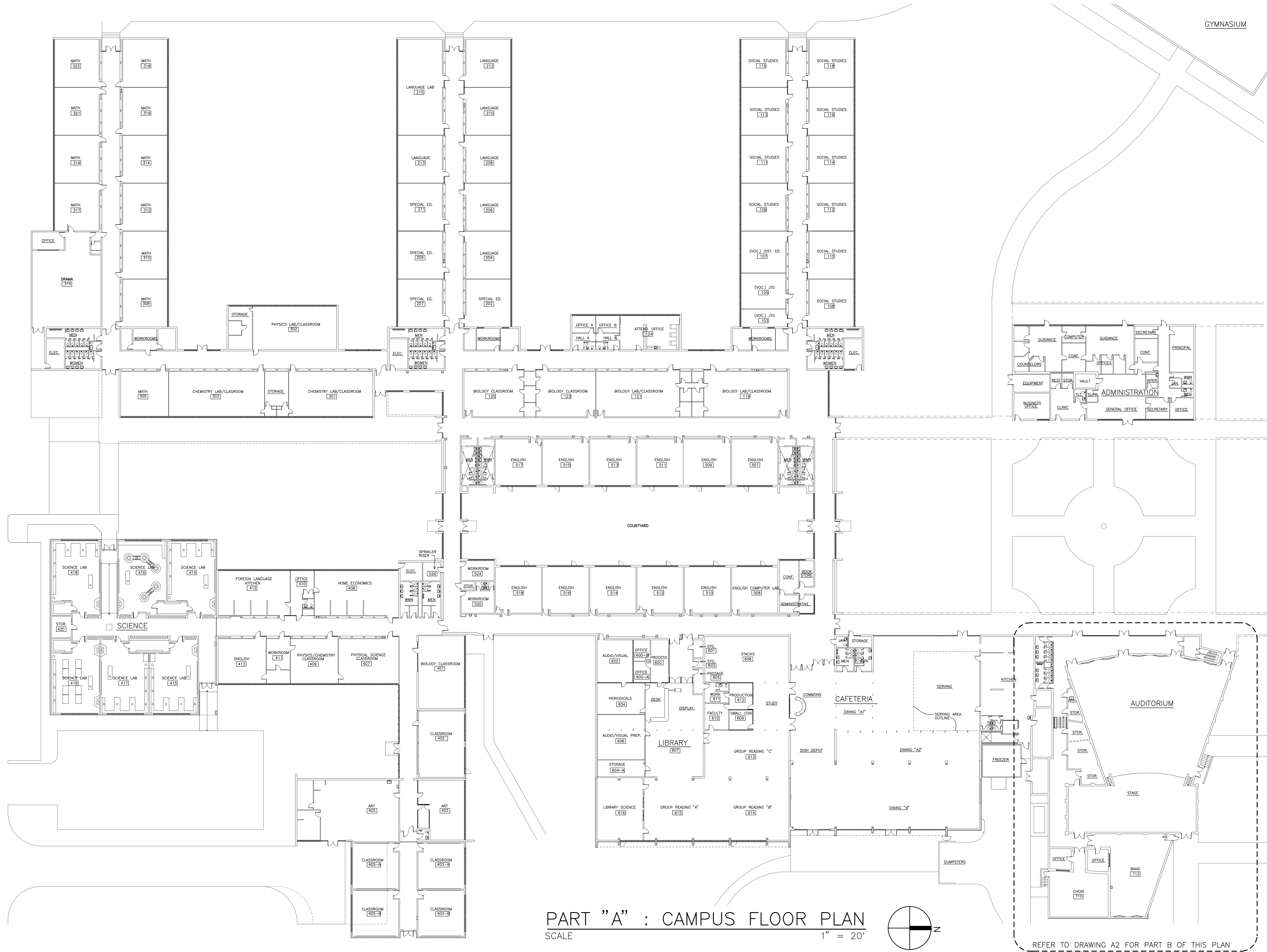
Address: _____

Signature: _____

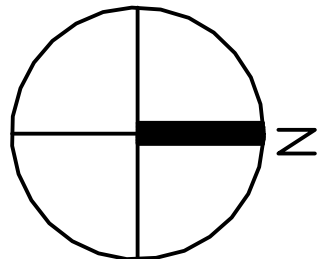
Telephone: _____

E-mail: _____

Date: _____



PART "A" : CAMPUS FLOOR PLAN
SCALE 1" = 20'

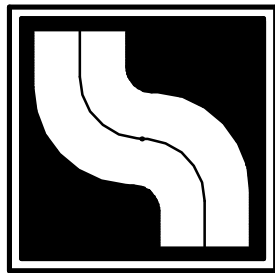


REFER TO DRAWING A2 FOR PART B OF THIS PLAN

FINE ARTS AND CLASSROOM ADDITIONS : PHASE II

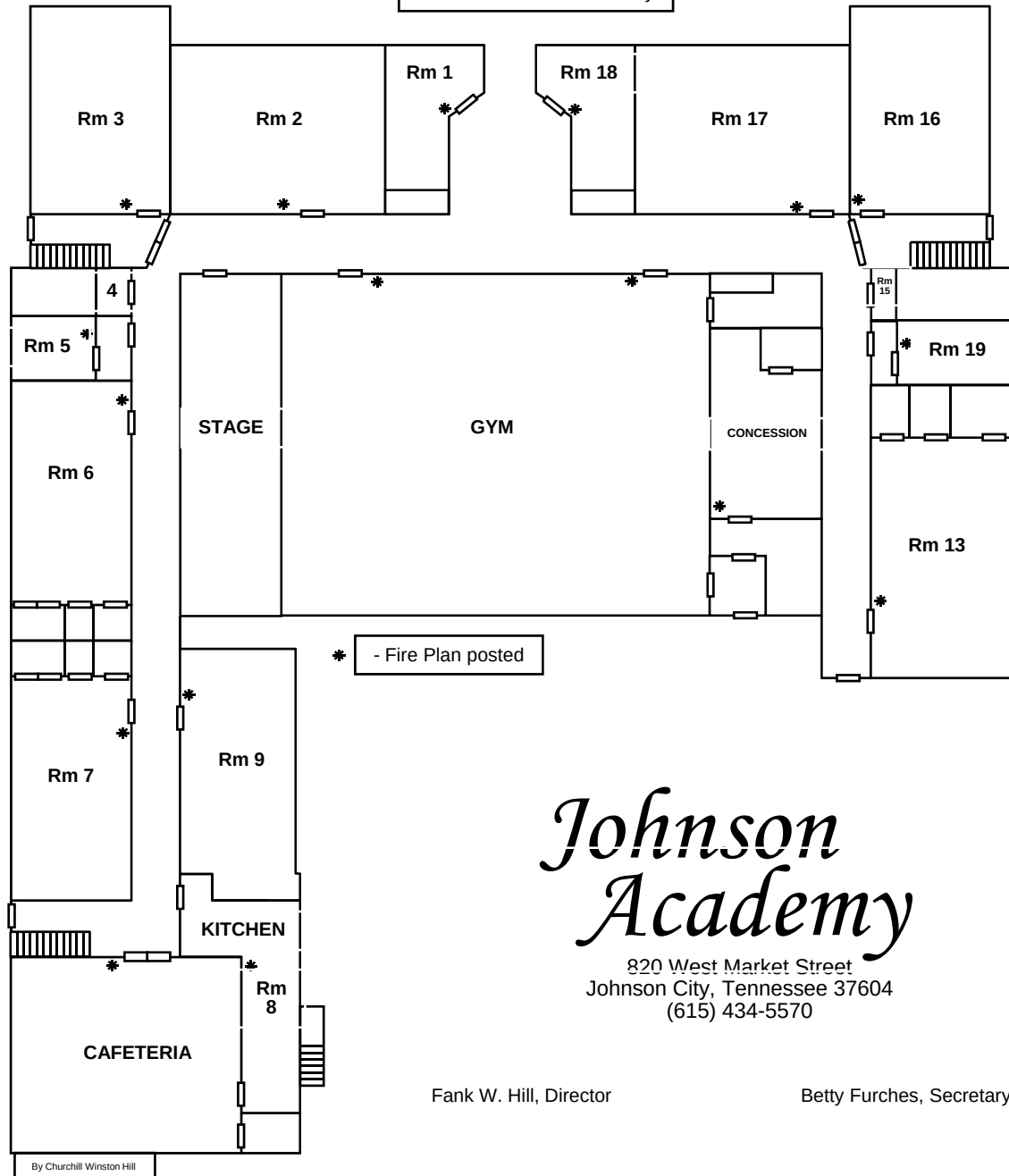
ADDITIONS & ALTERATIONS TO
SCIENCE HILL 10-12 CAMPUS
JOHNSON CITY, TENNESSEE

SHAW & SHANKS
ARCHITECTS PC
205 EAST UNAKA AVENUE JOHNSON CITY, TENNESSEE 37601 423-928-7444



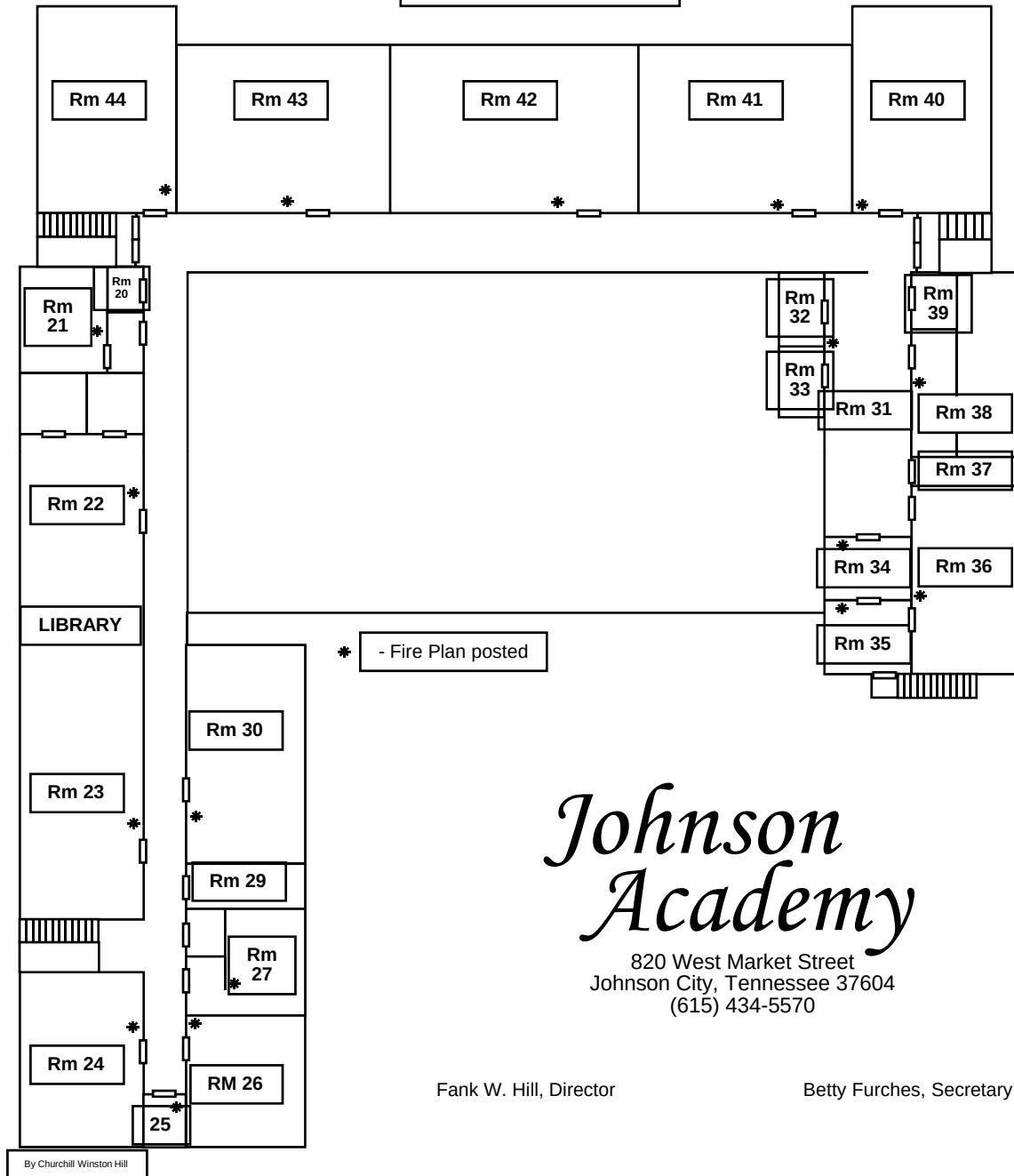
West Market Street

1st Floor Johnson Academy



West Market Street

2nd Floor Johnson Academy



Johnson Academy

820 West Market Street
Johnson City, Tennessee 37604
(615) 434-5570

Fank W. Hill, Director

Betty Furches, Secretary