

**METROPOLITAN GOVERNMENT OF NASHVILLE AND
DAVIDSON COUNTY BY AND THROUGH THE
METROPOLITAN BOARD OF PUBLIC EDUCATION**

INVITATION TO BID

THE METROPOLITAN NASHVILLE PUBLIC SCHOOLS (MNPS), ON BEHALF OF METROPOLITAN NASHVILLE BOARD OF PUBLIC EDUCATION, WILL RECEIVE AND PUBLICLY OPEN SEALED BIDS IN THE PURCHASING DEPARTMENT, 2601 BRANSFORD AVENUE, NASHVILLE, TENNESSEE 37204.

SUBJECT TO THE INSTRUCTIONS, CONDITIONS, SPECIFICATIONS, ADDENDA, AND ANY OTHER ELEMENTS OF THIS INVITATION TO BID ("ITB"), INCLUDING THOSE INCORPORATED BY REFERENCE.

This Invitation to Bid document is prepared in a Microsoft Word format. Any alterations to this document made by the bidder may be grounds for rejection of bid, cancellation of any subsequent award, or any other legal remedies available to MNPS.

DATE ISSUED: December 15, 2016

ITB TITLE: Roof Replacement (4 Schools)

COMMODITY CODE(S): 7215

MNPS CONTACT: Mace Neal

TELEPHONE NUMBER: (615) 259-8619 FAX NUMBER: (615) 214-8656

E-MAIL ADDRESS: mace.neal@mnps.org

All bid responses must be received and time-stamped in the MNPS Purchasing Department by no later than **January 13, 2017 at 10 am Central Time, on at which time all bids will be publicly opened and read aloud.**

SUBMIT SEALED BID RESPONSE TO:

**Metropolitan Nashville Public Schools
Attn: Mace Neal
ITB B17-8
Purchasing Department
Room A112
2601 Bransford Avenue
Nashville, Tennessee 37204**

Bid envelope must include the ITB number, the bid opening date, and the Bidder's address. Failure to provide this information on the envelope may result in the bid not being considered. Do not submit bids electronically or by fax.

NOTICE TO BIDDERS

Any changes to this ITB will be posted as Amendments on the Metro Nashville Public Schools Purchasing web site (http://www.mnps.org/pages/mnps/About_Us/Departments/Purchasing/Bid_on_current_procurements). Check the expanded bid Information page via the link, in the Item Name column, for any amendments to this ITB.

INSTRUCTIONS AND CONDITIONS

1. This document constitutes the complete set of specification requirements and bid response forms. **The Bidder is responsible for insuring that all pages and all addenda to this ITB are completed and submitted with the bid, as required.** Bidders should closely examine this ITB package, and immediately direct any questions regarding the completeness of this ITB package, and any addenda hereto, to the MNPS contact shown on the cover page. **Unless otherwise directed in writing by the Purchasing Department, the Bidder must submit all bid responses on the bid response form(s) provided with this ITB.**
2. Any Bidder desiring an explanation or interpretation of this ITB, drawings, specifications, etc., must request such explanation in writing no later than five (5) days prior to the bid submission date. Any information provided by MNPS to a Bidder concerning this ITB shall be in the form of a written addendum furnished to all Bidders.
3. All bid responses must be typewritten or written legibly in ink and signed by an individual authorized to bind the bidder. **Properly notarized signatures are required where indicated; failure to comply with this requirement shall be cause for rejection of the bid response.** Erasures, white-outs, type-overs, and other modifications must be initialed. Bidders are cautioned to verify their bid response prior to submission.
4. **Pre-Bid Meeting: Pre-Bid/Site Survey will be held on December 28, 2016 starting at 8:30 am CST.**
Site Locations:
(Site Visit Starting at Location number 1 at 8:30 am)
 1. Alex Green Elementary School
3921 Lloyd Rd, Whites Creek, TN 37189
 2. Cumberland Elementary School
4247 Cato Rd, Nashville, TN 37218**Pre-Bid/Site Survey will be held on December 29, 2016 starting at 8:30 am CST.**
Site Locations:
(Site Visit Starting at Location number 3 at 8:30 am)
 3. Donelson Middle School
110 Stewarts Ferry Pike, Nashville, TN 37214
 4. Hull Jackson Montessori
1015 Kellow St, Nashville, TN 37208
5. This award may be made by line item or as a complete package. This will be a decision of MNPS after bid analysis.
6. If more than one item is listed, any item(s) not bid upon should be indicated "No Bid". Any and all items left blank will be considered a "No Bid" for that item.
7. A Bidder desiring to bid "No Charge" for an item must so indicate; otherwise the bid will be construed as incomplete and may be rejected.
8. Bidders are cautioned that any condition, qualification, provision, or comment in the bid response, or in other correspondence transmitted with the bid response, which in any way modifies, takes exception to, or is inconsistent with the specifications, requirements, or any of the terms, conditions, or provisions of this ITB, shall be sufficient cause for the rejection of the bid response as non-responsive.
9. Bid responses must be submitted in a sealed, properly marked envelope, on or before the date and time specified for the receipt of bid responses. **No late bid responses will be accepted.** MNPS shall not be responsible for delivery delays associated with mail carriers or couriers.

10. **MNPS will not accept bid responses submitted by fax or electronic mail.**
11. Any contract awarded pursuant to this ITB shall be awarded to the lowest responsive and responsible Bidder whose bid response meets the requirements and criteria set forth in this ITB. A "responsive bidder" means a Bidder who has submitted a bid response which conforms in all material respects to the ITB. A "responsible bidder" means a person who has the capacity in all respects to fully perform the ITB requirements, and the integrity and reliability which will assure good faith performance.
12. Bid responses may be modified, replaced, or withdrawn by written notice, if received by the MNPS office specified herein prior to the date and time specified for bid responses.
13. Certain mistakes in a bid response may be corrected so long as the intended correct bid response is clearly evident.
14. Substitutions will not be permitted unless specifically provided for in this ITB. If this ITB specifies that substitutions are permitted, any particular manufacturer, brand, model, make, or detailed description set forth in the specifications is for descriptive purposes only and a Bidder may substitute equivalent articles so long as they are of similar character, quality, design, function, and performance as that specified, and will serve the purpose for which the article is to be used equally well as that specified, and is equally suited to the needs of MNPS as that specified. If bidding a substitute article, a Bidder must provide the manufacturer's name and catalogue reference, specifications for the substitute article, and/or other information that will enable MNPS to make the determination of similarity, serviceability and suitability of the substitute. MNPS reserves the right, through the Director of Purchasing, to be the sole judge in making such determination. **UNLESS THIS ITB SPECIFIES THAT A SUBSTITUTE ARTICLE IS PERMITTED, IT IS UNDERSTOOD THAT THE ARTICLE TO BE PROVIDED BY THE BIDDER WILL BE OF THE SAME MANUFACTURE, BRAND, MODEL, AND MAKE AND WILL MATCH THE DETAILED DESCRIPTION SET FORTH IN THE SPECIFICATIONS.**
15. If no bid response is submitted, please complete and submit the "No Bid" form.
16. **BY SUBMITTING A BID, THE BIDDER AGREES TO BE BOUND BY THE TERMS AND CONDITIONS SET FORTH BELOW, WHICH BECOME THE CONTRACT UPON ACCEPTANCE BY MNPS, ASSIGNMENT OF A MNPS CONTRACT NUMBER, AND APPROVALS BY THE BOARD OF EDUCATION AND THE METRO NASHVILLE GOVERNMENT:**
 - a) The Bidder shall not assign, transfer, convey or otherwise dispose of this ITB, or the right, title or interest in or to the same or any part thereof, without the prior written consent of MNPS, and the Bidder shall not assign by power of attorney or otherwise any of the moneys to become due and payable under this ITB. Breach of this provision shall be a material breach.
 - b) It is understood that it is necessary for MNPS to have a continuous and uninterrupted flow of supplies and materials and services and the awarded bidder must furnish and make the deliveries of supplies, materials, and services accordingly.
 - c) Should the Bidder fail to fulfill, in a timely and proper manner, its obligations under this ITB, or if it should violate any of the terms of this ITB, MNPS shall have the right to immediately terminate the award. MNPS may terminate the award at any time, with or without cause, upon thirty (30) days written notice to Bidder. Should funding for this ITB be discontinued, MNPS shall have the right to terminate the award immediately upon written notice to the Bidder.
 - d) Bidder warrants that for a period of one year from the date of delivery, the goods provided, including software, shall be free of any defects that interfere with or prohibit the use of the goods for the purposes for which they were obtained. During the warranty period, MNPS may, at its option, and in lieu of immediate termination, request that the Bidder repair or replace any defective goods or correct performance by written notice to the Bidder. In that event, Bidder shall take corrective action within thirty (30) days. Exercise of this option shall not relieve Bidder of any liability to MNPS for damages sustained by virtue of Bidder's breach.
 - e) Bidder shall, at its own expense, be entitled to and shall have the duty to defend any suit which may be brought against MBPE to the extent that it is based on a claim that the products or services furnished infringe a copyright, Trademark, Service Mark, or patent. Bidder shall further indemnify and hold harmless MBPE against any award of damages and costs made against MBPE by a final judgment of a court of last resort in any such suit. MBPE shall provide Bidder immediate notice in writing of the existence of such claim and full right and opportunity to conduct the defense thereof, together with all available information and reasonable cooperation, assistance and authority to enable Bidder to do so. No costs or expenses shall be incurred for the account of Bidder without its written consent. MBPE reserves the right to participate in the defense of any such action. Bidder shall have the right to enter into negotiations for and the right to effect settlement or compromise of any such action, but no such settlement or compromise shall be binding upon MBPE unless approved by the Metro Department of Law Settlement Committee and, where required, the Metro Council. If the products or services furnished under this ITB are likely to, or do become, the subject of such a claim of infringement, then without diminishing Bidder's obligation to satisfy the final award, Bidder may at its option and expense:
 - i. Procure for MBPE the right to continue using the products or services.
 - ii. Replace or modify the alleged infringing products or services with other equally suitable products or services that are satisfactory to MBPE, so that they become non-infringing.

- iii. Remove the products or discontinue the services and cancel any future charges pertaining thereto.
 - iv. Provided, however, that Bidder will not exercise option b.iii. until Bidder and MBPE have determined that options b.i. and b.ii. are impractical.
- f) These terms may be modified only by written amendment executed by all parties and their signatories hereto.
 - g) No waiver of any provision herein shall affect the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.
 - h) Bidder agrees that, in the event either party deems it necessary to take legal action to enforce any provision herein, and in the event MNPS prevails, Bidder shall pay all expenses of such action including MNPS's attorney fees and costs at all stages of the legal action.
 - i) This document sets forth the entire agreement between the parties with respect to the subject matter thereof and shall govern the respective duties and obligations of the parties.
 - j) The validity, construction and effect of this ITB, and any and all extensions and/or modifications thereof shall be governed by the laws of the State of Tennessee.
 - k) Should any provision of this ITB be declared to be invalid by any court of competent jurisdiction, such provision shall be served and shall not affect the validity of the remaining provisions of the contract.
 - l) Bidder shall maintain insurance sufficient to cover any claims arising from the acts of the Bidder in connection with the performance under this ITB and subject to the approval of MNPS (see the *Insurance Requirements* section of this ITB).
 - m) Bidder certifies, to the best of its knowledge and belief, that neither the Bidder nor its Principals are suspended, debarred, or proposed for debarment by the Federal Government. Bidders must complete and submit Attachment F (Certification Regarding Debarment or Suspension) with the bid.
 - n) Bidder shall maintain documentation for all charges against MNPS. The books, records, and documents of Bidder, insofar as they relate to work performed or money received under this ITB, shall be maintained for a period of five (5) full years from the date of final payment and will be subject to audit, at any reasonable time and upon reasonable notice by MNPS or its duly appointed representatives. The records shall be maintained in accordance with generally accepted accounting principles.
 - o) Bidder shall indemnify and hold harmless MNPS, its officers, agents and employees from:
 - i. Any claims, damages, costs and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of Bidder, its officers, employees and/or agents, including its sub or independent contractors, in connection with the performance under this ITB, and, Bidder shall pay MNPS any expenses incurred as a result of Bidder's failure to fulfill any obligation in a professional and timely manner under this ITB.
 - ii. Any claims, damages, penalties, costs and attorney fees arising from any failure of Bidder, its officers, employees and/or agents, including its sub or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.
 - iii. MNPS will not indemnify, defend or hold harmless in any fashion the Bidder from any claims, regardless of any language in any attachment or other document that the Bidder may provide.
 - iv. Bidder shall pay MNPS any expenses incurred as a result of Bidder's failure to fulfill any obligation in a professional and timely manner under this ITB.
 - p) No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by *force majeure*, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of Government, act of public enemy, or other cause of similar or dissimilar nature beyond its control.
 - q) Bidder affirms that by its employment policy, standards and practices, it does not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to the individual's race, creed, color, national origin, age or sex and it is not in violation of and will not violate any applicable laws concerning the employment of individuals with disabilities.
 - r) It is the policy of MNPS not to discriminate on the basis of age, race, sex, color, national origin, or disability in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of this contract, Bidder certifies and warrants it will comply with this policy.
 - s) Bidder understands that it shall be a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a

purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therefore.

- t) Bidder also understands that it shall be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract of the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.
- u) Bidder also understands that it shall be a breach of ethical standards for a person to be retained, or to retain a person to solicit or to secure an Metropolitan Board of Public Education contract upon the agreement or understanding for a contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business.
- v) A breach of ethical standards could result in civil and/or criminal sanctions and/or debarment or suspension from being a contractor or subcontractor under Metropolitan Board of Public Education contracts.

w) **AWARD LENGTH AND PRICING**

- i. If an award is made, it will be effective for the specific purchase of the item(s) specified herein and will not cover any additional purchase obligations for either MNPS or the Bidder. The award resulting from the ITB will become effective once it is signed and approved by the Metropolitan Nashville Clerk's office. MNPS contemplates that the award term will begin on or about **05/16/2017 and continue through 01/17/2017** or once all items are delivered, whichever occurs sooner. All warranty obligations of the product will be maintained for the specified time period noted in the specifications section of this ITB. Warranty dates will begin on the day the products are delivered to MNPS.
- ii. In no event shall the term of the award exceed five (5) years.
- iii. Unit prices shall be fixed for the term of the award.

x) **INSURANCE REQUIREMENTS**

Any Bidder receiving an award shall be required to provide proof of this insurance, in the form of a Certificate of Insurance. The Bidder must provide MNPS with original Certificates of Insurance within fifteen days of notification of award. General Liability and automobile liability policies must be endorsed to include Metro Nashville Public Schools as an additional insured with respect to liability arising out of work or operations performed by on behalf of the Bidder. The following insurance(s) shall be required:

- i. General Liability Insurance in the amount of one million (\$1,000,000) dollars
- ii. Automobile Liability Insurance in the amount one million (\$1,000,000) dollars (if Bidder will be making on-site deliveries)
- iii. Worker's urance with statutory limits required by the State of Tennessee or other applicable laws and Employer's Liability Insurance with limits of no less than one hundred thousand (\$100,000.00) dollars, as required by the laws of Tennessee. (Not required for companies with fewer than five (5) employees.)

- y) **CRIMINAL BACKGROUND CHECKS.** Contractor shall comply with Public Chapter 587 of 2007, as codified in Tennessee Code Annotated Section 49-5-413, which requires all contractors to facilitate a criminal history records check conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation for each employee prior to permitting the employee to have contact with students or enter school grounds when students are present.

- 17. **BIDDER, BY SIGNING AND SUBMITTING THIS BID**, does further declare, in determining the prices and/or amounts of the bid, that Bidder has not colluded with any other person, firm, corporation or association in arriving at said prices and/or amounts or in any way violated the terms, conditions and/or spirit of the provisions of 15 U.S.C. 1 through 7 (Sherman Anti-Trust Act), and shall so indicate by signing and returning Attachment E (Certification of Independent Price Determination).
- 18. Bidder is entitled to protest to the MNPS Director of Purchasing in connection with this ITB or award therefrom. Bidder also has the right to appeal the decision of the Director of Purchasing to the Procurement Appeals Board. This appeal must be filed in accordance with MNPS Policy FMp 2.140.come
- 19. The MNPS Director of Purchasing does hereby expressly reserve the right to reject any and all bid responses, the right to request additional information, the right to clarify bids, the right to make an award for some, but not all, of the articles or items in the ITB, and does further expressly reserve the right to waive minor irregularities. MNPS does not warrant or guarantee that an award will be made as a result of this ITB.
- 20. Price quoted must be the price for new merchandise that is free from defects.
- 21. Deliveries of all items shall be made as stated in the bid specifications. In the appropriate blank on the bid response form, the Bidder must indicate the best delivery date after receipt of order. Deliveries resulting from

this ITB are to be made during the normal working hours of MNPS. Time is of the essence and the Bidder's delivery date must be specified and adhered to. Should the Bidder fail to deliver items on or before its stated date, MNPS reserves the right to cancel the order or award. The Bidder shall be responsible for making any and all claims against carriers for missing or damaged items.

22. Delivered items will not be considered "accepted" until an authorized agent for MNPS has, by inspection or test of such items, determined that they fully comply with specifications. MNPS may return, for full credit and at no expense to MNPS, any item(s) received which fail to meet the specifications as stated in this ITB.
23. All deliveries made pursuant to this ITB must be made pursuant to a written purchase order of the MNPS Director of Purchasing. **MNPS assumes no liability for goods and/or services provided without a written purchase order from the Director of Purchasing.** Unless otherwise specified in this ITB, delivery charges are to be prepaid and included in the bid price.
24. **FACILITY USE, WASTE CLEAN UP AND PROTECTION:**

1. The bidder shall conform to all applicable OSHA, state and local regulations while performing work under this contract, and shall take all necessary, ordinary and extraordinary precautions to provide a safe work environment at all times for the occupants of the school or facility and the general public in and around the work area.

2. The bidder shall be responsible for disposal of all waste material, and shall do so in conformance with applicable laws codes and ordinances. Waste oil, empty refrigerants containers, empty oil containers, not currently in use, all used parts, and other materials shall be disposed of immediately after the completion of each service visit. All disposal of hazardous material such as, but not limited to, contaminated waste oil and refrigerants shall be handled in strict compliance with the EPA and any Federal, State or local codes having jurisdiction.

3. The bidder shall remove all tools, equipment and rigging from the premises immediately upon completion of any service work.

4. The bidder shall maintain the work area in a neat and clean condition. All waste materials are to be removed at the bidder's expense.

5. It is the responsibility of the bidder to keep the site free from trash, debris, excess material, tools and free of hazardous conditions at all times.

6. The bidder, its employees and/or assigns shall not use the District cafeteria, lounge, or equipment. Dumpsters may be used only with prior written permission from the District Authorized Representative.

7. The District is not responsible for loss of tools, equipment or supplies.

8. The bidder shall not block exits, hallways, corridors, driveways, delivery areas, nor impede ingress or egress.

9. The bidder shall not impede nor interfere with the normal function of the facility, its occupants or programs.

All work shall be accomplished in strict accordance with specifications set forth herein, and all applicable state, county and local laws, codes and ordinances. In addition, without exception, the bidder shall comply with the letter and intent of all EPA, OSHA, and any other pertinent federal regulations and laws concerning the work specified herein.

29. The bidder is responsible for the protection of all buildings, structures and utilities that are under or above ground or on the surface, from their operations that may be hazardous and/or damaging to said facilities.
30. The bidder is responsible for the protection of all students, visitors, and District personnel against hazards and/or injuries due to their operations at the work site.
31. The bidder shall ensure frequent pick-up of all refuse, rubbish, scrap materials and debris that result from their operations so that the work site presents a neat and orderly appearance at all times. All rubbish, scrap, etc. shall be transported from the premises. At completion of work, the bidder shall remove all work materials, tools, equipment, and surplus materials from the work site and leave project in ready-to-use condition.
32. **DAMAGE TO DISTRICT OWNED PROPERTY:** Any damage to property, equipment, grounds, buildings, etc. that is caused by the bidder will be reported to the District within twenty-four (24) hours of discovery. The bidder will have ten (10) working days after report to present its written response to the claimed damages. The bidder, upon approval by an authorized District representative, may make repairs that are deemed within its capability. The District reserves the right to make immediate repairs to correct damages that are safety hazards or that pose a detrimental effect to the District's operations. Costs of any replacement or repairs made by the District

for damages caused by the bidder shall be deducted from any monies due to the bidder. **This shall not prevent the District from seeking damages should replacement/repair costs exceed the amount of monies owed to the bidder.**

33. **N. SMOKING AND TOBACCO PRODUCTS:** Smoking and the use of tobacco products are prohibited on school property, including all buildings and grounds. A fine of \$500.00 may be assessed for the first offense and termination of the Agreement may be imposed for any second or additional offense.
34. **O. IDENTIFICATION:** All personnel employed by the bidder, including any subcontractor and subcontractor's employees when applicable, shall display at all times an identification badge which shall include the employee's name, the employer's name and either a physical description or a photograph of the employee. Employees without proper identification shall not be permitted to work under the terms of this Agreement.
35. **P. ATTIRE:** Proper attire shall be worn at all times.
1. Shirts shall be worn while on school property at all times. (No tank tops or undershirts will be permitted).
 2. Clothing displaying nudity, obscene language, obscene symbols or pro-drug slogans is prohibited.
 3. Proper shoes to insure the individual's safety shall be worn at all times.
- 36.
37. **CHANGE MODIFICATIONS** A Change Modification is a written order after execution of the Contract signed by Owner and owner's Representative describing and authorizing changes in Work, Contract Sum, or Contract Time. A Change Modification signed by Contractor indicates agreement therewith, including adjustments in Contract Sum or Contract Time, and certifies that adjustments encompass all direct and indirect costs and schedule impacts associated with the change. Forms for Change Modifications and Cost Itemization are included in this Contract and shall be used or copied with exact form and content.

The Owner may order changes in the Work within the general scope of Contract, adjusting Contract Sum and Contract Time accordingly by Change Modifications.

Changes to the Work within the general scope of this Contract may be ordered by Change Order, Construction Change Directive or Field Authorization, and must be on the Change Order, Construction Change Directive or Field Authorization documents attached hereto as Attachment I and Attachment J & K included as required. The Architect/Engineer may, with the approval of the Owner, order minor changes—those that do not involve a change in the Contract Price and do not involve a change in the time for the Contractor's performance—that the Architect/Engineer deems necessary for performance of and are consistent with the intent of this Contract. The Contractor shall proceed with any such change(s), however, such changes must be documented in writing by Field Authorization with a copy sent to the Owner.

(a) Field Authorization:

- (1) Class I – Routine – Any change not affecting time or money.
- (2) Class II – Urgent – Delay in progress could be financially detrimental to the Owner, i.e., crews and equipment on site being held up due to overrun on an item (gravel, pavement, remobilization, et cetera).
- (3) Class III – Emergency – This is defined as any needed action that, if not performed, could result in jeopardizing the safety of the general public or result in property damage.

(b) Change Directive:

- (1) Any Change that is considered not to be included in the Contract Documents but required to complete the project and does affect the contract price. These changes will be documented in the form of a Request for Proposal. The Change Directive authorizes the Contractor to proceed with the Work described in the RFP. A Change Directive may include several RFP's and is the only method for moving funds from the Contingency Allowance. No overhead, profit or bond costs are a part of the Contingency Allowance.

(c) Change Orders:

- (1) Change Orders shall be prepared whenever the change does not meet the criteria for a change to be ordered by the Architect/Engineer, for Field Authorizations, or for Change Directives, a & b above and exceeds the in-contract allowance as stated in the Allowance Section.

- (2) Prior to execution of a change in the work, a Change Order shall be prepared that reflects all changes to the Contract Price or Time. Change Orders are not to be used for retainage, withdrawals or retainage reductions or payments that are authorized under this contract, retainage is not a contract modification.
 - (d) The Architect/Engineer or the Owner shall prepare Field Orders. The Contractor shall prepare the Change Directives and Change Orders.
 - (e) Changes to the Contract Price shall be determined as follows:
 - (1) If unit prices that apply to the Work are included in the Contract, the unit prices shall be used;
 - (2) If there are no unit prices in the Contract that apply to the Work, then the change in the Contract Price shall be derived by determining the actual costs incurred or savings achieved, resulting from the revision in the Work. Such reasonable actual costs or savings shall include a component for direct job site overhead and profit but shall not include home-office (including non-job site and administrative costs) overhead or other indirect costs or components. Any such costs or savings shall be documented in the format and with such content and detail as shown in Attachment N.
 - (3) When both additional cost and credits are involved in a related change, overhead and profit shall be calculated on the net increase, if any, with respect to that change. Contractor or Subcontractor performing work with their own forces shall be allowed a maximum of 10% overhead and 5% profit. Contractor, for Work performed by an immediate Subcontractor, shall be allowed a maximum of 5% profit on the amount due Subcontractor.
 - (f) The performance of Work pursuant to a Field Authorization, Change Directive or Change Order and execution of a Change Modifications by the Contractor shall constitute conclusive evidence of the Contractor's agreement to the ordered changes in the Work and this contract as thus amended, including the Contract Price and the time for performance by the Contractor. The Contractor, by executing the Change Modifications, waives and forever releases any claim against the Owner for additional time or compensation for matters relating to or arising out of or resulting from the Work included within or affected by the executed Change Modification; and,
 - (g) The Contractor shall notify and obtain the consent and approval of the Contractor's surety and the Authorities Having Jurisdiction with reference to all Change Modifications. The Contractor's execution of the Change Modification shall constitute the Contractor's warranty to the Owner that the surety and the Authorities Having Jurisdiction have been notified of and consents to such Change Modifications and the surety and the Authorities Having Jurisdiction shall be conclusively deemed to have been notified of such Change Modifications and to have expressly consented thereto.
38. MNPS is exempt from federal and state taxes. Upon request, the Director of Purchasing will provide an exemption certificate to the Bidder. Vendors doing business with MNPS shall not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations to MNPS, nor shall any vendor be authorized to use the MNPS Tax Exemption Number in securing such materials.
39. If Bidder subcontracts any portion of the contract for any reason, it must provide, in writing, the name and address of the subcontractor, name of the person to be contacted including telephone number and extent of work to be performed. This information should be submitted with bid response; however, if not included, it shall be the responsibility of the Bidder to submit to the Director of Purchasing the subcontractor for approval prior to commencement of work. MNPS reserves the right to reject a bid response of any Bidder if, in the sole discretion of MNPS, the bid response names a subcontractor who has previously failed in the proper performance of an award or failed to deliver on time contracts of a similar nature, or who is not in a position to perform properly under the award.
40. Payment will be made by MNPS after goods and/or services have been received, accepted, and properly invoiced as indicated in this ITB and/or purchase order. Invoices must bear the purchase order number.
41. The Bidder must strictly comply with federal, state, and local laws, building codes, and safety codes. Equipment must meet all federal and state safety regulations for grounding of electrical equipment and for lockout/tagout processes.
42. Bidder certifies that all material, equipment, processes, etc., contained in its bid response meets all OSHA, ANSI, NFPA and all other federal and state requirements. Bidder further certifies that, if the material, equipment, etc., delivered is subsequently found to be deficient in any of the aforementioned requirements in effect on the date of delivery, all costs necessary to bring the material, equipment, processes, etc., into compliance shall be borne by the Bidder.

43. HAZARDOUS MATERIALS AND WASTE

Unless otherwise specified in the plans and specifications, it is the responsibility of the Owner to remove and dispose of pre-existing hazardous materials or waste that are at the project site. Hazardous materials and waste include asbestos, polychlorinated biphenyl ("PCB"), petroleum, and radioactive material. It is the responsibility of the Contractor to immediately notify the Owner and the Architect/Engineer as soon as any hazardous materials or waste are discovered.

44. **Bid Security**

Each Bid must be accompanied by Bid Security made payable to the Owner in an amount equal to five percent of Bidder's maximum Bid price and in the form of a certified or cashier's check drawn on a national or Tennessee bank or a Bid Bond meeting the requirements of Paragraph 2.5.2.

Bid Bonds shall be issued by a surety duly authorized to do business in the State of Tennessee. Bonds shall be accompanied by a power of attorney (Attachment O) evidencing that the person executing the bond is duly authorized to do so on behalf of the surety. The power of attorney must show the date of appointment and the powers so conferred, and shall be accompanied by certification that the appointment and powers have not been revoked and remain in effect.

The Bid Security of Successful Bidder will be retained until such Bidder has executed the Contract, furnished the required contract security and met the other conditions of the Notice of Award, whereupon the Bid Security will be returned. If the Successful Bidder fails to execute and deliver the Contract and furnish the required contract security within fifteen calendar days after the Notice of Intent to Award, the Owner may annul the Notice of Intent to Award and the Bid Security of that Bidder will be forfeited. Bid Securities of the three lowest Bidders will be held until the Contract has been executed by the successful Bidder and the successful Bidder has filed with the Owner the required bonds and insurance, after which Bid Securities will be returned to the respective Bidders, but in no event shall the Bid Security of the second and third low bidders be held longer than 60 days after the date that the Bids are opened. The Bid Securities of all other Bidders will be returned to their respective Bidders after the three lowest Bidders have been determined.

45. **Substitute and Comparable Items**

The Contract, if awarded, will be on the basis of materials and equipment described in the Drawings or specified in the Specifications. Bidding of possible substitute or comparable items will be at the risk of the Contractor and must be listed on the bid sheet.

46. **BIDDER REGISTRATION**

Bidder is invited to complete Metro's On-line vendor registration prior to submitting a bid. Instructions for registering can be found at <http://www.mnps.org/dynimg/BRAAA/docid/0x7AC106C48C3524F4/4/Purchasing%2B-%2BSupplier%2BRegistration.pdf>.

31. Diversity Business Enterprise Program

Overview

Metropolitan Nashville Public Schools (MNPS) strongly encourages and promotes the utilization of Minority Owned, Women Owned, Small Business and Service Disabled Veteran Business Enterprise (DBE) firm's participation in our capital improvement projects. **Bidders are encouraged to achieve a reasonable percentage of** Minority Owned, Women Owned, and Small Business and Service Disabled Veteran Business Enterprise participation.

Diversity Business Enterprise Policy

It is the policy of The Metro School Planning and Construction Division that Minority Owned, Women Owned, Small Business and Service Disabled Veteran Business Enterprise firms shall have the maximum opportunity to participate in performance contracts awarded for the construction and renovation of public schools in Nashville and Davidson County. Metropolitan Nashville Schools Board shall not exclude any person from participation in and/or otherwise discriminate against anyone in connection with the award and performance of any contract on the basis of race, color, sex national origin or any other basis prohibited by law.

In administering the Diversity Business Enterprise Program, the Planning and Construction Department will not, directly or through contractual or other arrangements, use criteria or other methods of administration that shall have the effect of defeating or impairing the objectives of the Diversity Business Enterprise Program with respect to individuals of a particular race, color, sex or national origin. School Board procurement practices shall be non-discriminatory and shall promote equal procurement opportunity to all.

Contractors are required to carry out this policy when awarding subcontracts, supplies, services and developing joint venture agreements. Contractors are further required to cooperate in any studies or surveys that may be conducted by The Metro School Planning and Construction Division and the Metro Government, as may be necessary to determine the extent of the Contractor's compliance with the Diversity Business

Bidders/Contractors Outreach Efforts

Bidders should solicit and identify Minority Owned, Women Owned, Small Business and Service Disabled Veteran Business Enterprise firms as subcontractors, sub-consultants and second tier suppliers. You should strive to achieve a reasonable percentage of Diversity Business Enterprise participation when submitting bids and proposals to Nashville Public Schools for goods and services. These firms should be considered as viable participants in the bidding process. All DBE compliance documentation submitted will be reviewed and verified by the Diversity Business Consultant.

Bidders/Contractors DBE Outreach Compliance Forms

Forms 1, Section I & II, is required to be completed and enclosed with the bid/proposal. Failure to submit these forms will result in a non-responsive bid/proposal, and a negative recommendation on future RFIs/RFPs and Bids submitted to MNPS. The form should be completed in it's entirety. Submission of a blank form or N/A on the form will also be considered a non-responsive bid.

Form 2, Sections I and II, Bidder/Proposer DBE Utilization Business Plan will be submitted by the Apparent Low Bidder and any other bidders if requested within Twenty four (24) hours of submitting the bid.

The information recorded on these forms will be used to evaluate and determine your compliance with the MNPS Diversity Business Enterprise Program.

**FORM - 1 (Section I & II) Total of 4 Pages
BIDDER/PROPOSER OUTREACH INITIATIVES DOCUMENTATION**

Bidders/Proposers are required to submit Form – 1 Section I & II, DBE Outreach Documentation with the bid.

Use Section I of this form to record your outreach efforts to solicit DBE participation. **Use Section II** of this form to indicate the details of your company's actions taken with regards to the questions listed.

Attach additional documentation to explain your outreach efforts. The information recorded on these forms will be used to evaluate and determine your compliance with the MNPS Diversity Business Program.

**FORM - 2 (Section I & II) Total of 3 Pages
BIDDER/PROPOSER DBE UTILIZATION BUSINESS PLAN**

Bidders/Proposers are required to submit within 24 hours Form 2, Use Section I of this form to record your proposed DBE participation as a result of your outreach efforts. The information recorded on this form will be evaluated to determine your compliance with the MNPS Diversity Business Program requirements for DBE contractors/suppliers outreach initiatives.

Use Section II of this form to summarize your finalized achieved DBE participation. This form is considered as your "intent" to utilize DBE firms. **Please Note: The bidder/proposer's DBE's commitments will be incorporated into the contract and monitored on a monthly basis. Compliance monitoring includes monthly reports and on-site audits. Changes to Form 2, Section II of this form after incorporation into the contract require the approval of MNPS.**

Changes to Contractor's DBE Participation

Should it become necessary to replace a DBE subcontractor, the prime contractor shall advise MNPS. No DBE subcontractor may be replaced with a different subcontractor without the approval of MNPS. The contractor should make an effort to replace the DBE contractor. The contractor is required to use DBE Form 1, Section I & 2 - Bidder/Proposer DBE Outreach Documentation to record their outreach efforts to solicit DBE participation.

If during the construction of a project additional subcontracting opportunities become available, the prime contractor shall strive to achieve a reasonable percentage of Diversity Business Enterprise participation.

Definitions

The Metropolitan Nashville Public Schools ("MNPS") Diversity Business Enterprise ("DBE") Program includes the participation of minority owned, woman owned, small business, and service-disabled veteran owned business. For purposes of this program, the definitions and criteria for a minority owned, woman owned, small business, and service-disabled veteran owned business are as follows:

Minority Owned Business Enterprise (MBE): is defined as being owned, capitalized, operated and controlled by a member of an identified minority group. The business must be for-profit enterprise, which physically resides in the United States or one of its territories. Identified "Minority groups" are generally defined as having an ethnic background consisting of Black, Hispanic, Asian, East Asian Indian and/or Native American. Ownership by minority individuals means the business is at least 51% owned by such individuals or, in the case of a publicly-owned business, at least 51% of the stock is owned by one or more such individuals. Further, the management and daily operations are controlled by those minority group members. The Identified minority groups are as follows:

- African American/Black - A U.S. citizen having origins in any of the Black racial groups of Africa.
- Hispanic – A U.S. citizen of true-born Hispanic heritage, from any of the Spanish speaking areas of the following regions: Mexico, Central America, South America and the Caribbean Basin only. Brazilians shall be listed under Hispanic designation for review and certification purposes.
- Native American - A person who is an American Indian, Eskimo, Aleut or Native Hawaiian, and regarded as such by the community of which the person claims to be a part. Native Americans must be documented members of a North American tribe, band or otherwise organized group of native people who are indigenous to the continental United States and proof can be provided through a Native American Blood Degree Certificate (i.e., tribal registry letter, tribal roll register number).
- Asian-Indian – A U.S. citizen whose origins are from India, Pakistan and Bangladesh.
- Asian-Pacific – A U.S. citizen whose origins are from Japan, China, Indonesia, Malaysia, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Thailand, Samoa, Guam, the U.S. Trust Territories of the Pacific or the Northern Marianas.

Women Owned Business Enterprise (WBE): is defined as being owned, capitalized, operated and controlled by a woman or group of women who are U.S. citizens. The business must be a "for-profit" business which physically resides in the United States or one of its territories.

- Ownership by women means the business is at least 51% owned a woman or group of women.
- In the case of a publicly-owned business, at least 51% of the stock is owned by one or more women.
- Further, the management and daily operations are controlled by those women.
- Fifty-one percent (51%) established ownership by a woman or a group of women.

Service-Disabled Veteran Business Enterprise (SDVBE): is defined as any person who served honorably on active duty in the Armed Forces of the United States with at least a twenty percent (20%) disability that is service-connected meaning that such disability was incurred or aggravated in the line of duty in the active military. Service- Disabled Veteran business means a service-disabled owned business that is a continuing, independent, for profit business located in the state of Tennessee that performs a commercially useful function, and:

- is at least fifty-one percent (51%) owned and controlled by one (1) or more service- disabled owned veterans;
- In the case of a business solely owned by (1) service-disabled veteran and such person's spouse, is at least fifty percent (50) owned and controlled by the service- disabled veteran; or
- In the case of any publicly owned business, at least fifty-one percent (51%) of the stock of which is owned and controlled by one (1) or more service disabled veteran and whose management and daily business operations are under the control of one (1) or more service-disabled veterans.

Small Business Enterprise: The Metropolitan Code of Laws Section 4.44.010 defines a Small Business as: A Small Business that satisfies all of the following criteria:

- (a) A United States business which is independently owned and operated, and which is not dominant in its field of operation or an affiliate or subsidiary of a business dominant in its field of operation;
- (b) As listed in the table below, either has no more than the number of employees or has no more than the annual sales volume listed below for the applicable industry; and
- (c) Meets the following additional criteria:
 1. Has demonstrated capability to perform independently a substantial portion of the contract they seek, or a substantial portion of the subcontract for which they are proposed by a bidder or offer or, as specified by the Purchasing Agent;
 2. Not share or jointly use office space, production, marketing and sales, business support systems, personnel, or equipment with any business not classified by Metro as a small business (i.e., a large business);

3. Has existed as a legal business entity for a minimum of one year (twelve months of continuous business enterprise), performing independently and satisfactorily and achieving a minimum of \$35,000.00 sales income (collected sales dollars not simply booked sales);
4. Not be owned, controlled, or directed by individuals or groups of individuals who own, control, or direct a large business involved in the same category of work as the business for which small business status is sought;
5. If a supplier, be an authorized regular distributor with normal wholesale agreements for the Product or products to be supplied; and
6. If a construction contractor, be licensed as required by the state to perform the work for which it has submitted a bid or has been proposed by a prime as a subcontractor.

*NOTE: Employee means a person (or persons) employed on a full-time (or full-time equivalent), a permanent basis. Full-time equivalent includes employees who work 30 hours per week or more. Full-time equivalent also includes the aggregate of employees who work less than 30 hours a week, where the work hours of such employees add up to at least a 40 hour work week. The totality of the circumstances, including factors relevant for tax purposes, will determine whether persons are employees of a concern. Temporary employees, independent contractors or leased employees are not employees for these purposes. The owner(s) are excluded from classification.

THE METROPOLITAN CODE OF LAWS SECTION 4.44.010 SMALL BUSINESS LIMITS		
INDUSTRY	SALES VOLUME (averaged over three year period)	NUMBER OF EMPLOYEES
Agriculture, Forestry, Fishing	\$500,000	9
Architectural/Design/Engineering	\$2,000,000	30
Construction	\$2,000,000	30
Educational	\$1,000,000	9
Finance, Insurance, Real Estate	\$1,000,000	9
Information Systems/Technology	\$2,000,000	30
Manufacturing	\$2,000,000	99
Marketing/Communications/Public Relations	\$2,000,000	30
Medical/Healthcare	\$2,000,000	30
Mining	\$1,000,000	49
Retail Trade	\$750,000	9
Service Industry	\$500,000	9
Transportation, Commerce, and Utilities	\$1,000,000	9
Wholesale Trade	\$1,000,000	19

Vendors Claiming Status as DBE

To ensure that The Metro Schools Diversity Business Enterprise Program benefits only firms owned and controlled by minorities, women, small business and service disabled veterans, contractors will only receive credit for Diversity Business Enterprise participation if these firms are certified.

MNPS DBE Program requires vendors who claim status as a minority-owned, woman-owned, small business and/or service-disabled veteran–owned business complete MNPS DBE Registration process and provide a certificate of certification that supports their claim. In order for MNPS to count your company’s DBE participation, please make sure that the DBE firms utilized are able to provide a current certification.

DBE Directory

Business Enterprise firms with capabilities relevant to general contracting requirements. The Directory is available to Contractors in their efforts to meet the Diversity Business Enterprise Program requirements. Contractors are encouraged to visit the MNPS Planning and Construction “Doing Business with MNPS” website at www.mnps.org to access the DBE Directory.

The listing is not inclusive. If a bidder/proposer desires to utilize a minority-owned, woman- owned, small business and/or service-disabled veteran business enterprise firm not listed in the directory, they should confer with the Metro School Planning and Construction Department to ascertain the eligibility of the business.

DBE Program Compliance Forms – Monitoring and Reporting

**FORM - 3 Total of 3 Pages
CONTRACTOR/PRIME SUPPLIER MONTHLY DBE UTILIZATION & PROGRESS REPORT**

Contractors/prime suppliers are required to submit Form 3, Monthly DBE Utilization & Progress Report with each Application and Certificate for payment.

Use this form to record payments to DBEs, changes in DBEs original contract, and DBE percentage of work completed. The information recorded on this form will be evaluated to determine compliance with your contract commitment as recorded on the **Finalized DBE Utilization Business Plan Form 2, Section II. Please Note: contracts will be monitored on a monthly basis. Compliance monitoring includes monthly reports and on-site audits.**

DBE Forms:

Use the latest DBE Compliance Forms, which can be found at www.mnps.org under “Doing Business with MNPS”.

ATTACHMENT A
GENERAL SPECIFICATIONS

This Invitation to Bid encompasses the furnishing of reroofing for Metro Nashville Public School System schools. The school are listed below.

1. Alex Green Elementary School
2. Cumberland Elementary School
3. Donelson Middle School
4. Hull Jackson Montessori

Awarded vendor(s) will Begin Construction on the Project (“Commencement of Work Date”) on or about May 29, 2017. Vendor will achieve Final Completion of the Work by November 17, 2017.

Vendors must accept the conditions for liquidated damages in the amount of \$1000.00 per calendar day past Substantial Completion date (**no later than 30 calendar days prior to the Final Completion Date given**). Also must accept the conditions for additional losses and damages suffered by delay in the amount of \$1,000 per calendar day past Final Completion date.

***Pre-Bid Meeting: Pre-Bid/Site Survey will be held on December 28, 2016 starting at 8:30 am CST.**

Site Locations:
(Site Visit Starting at Location number 1 at 8:30 am)

1. Alex Green Elementary School
2. Cumberland Elementary School

***Pre-Bid/Site Survey will be held on December 29, 2016 starting at 8:30 am CST.**

Site Locations:
(Site Visit Starting at Location number 3 at 8:30 am)

3. Donelson Middle School
4. Hull Jackson Montessori

***SUBSTITUTE AND “COMPARABLE” ITEMS**

Whenever the plans and specifications indicate that substitute or “comparable” materials or equipment may be furnished or used, Contractor may propose the use of a particular substitute or “comparable” before the bid.

Substitute or “comparable” items must be of similar character, quality and design as that specified, and must be equally suited to the needs of the Owner as the item(s) specified. No substitute can be used without specific authorization by the substitution request process. Acceptance of substitute items must be documented in an Addenda prior to the bid. Coordinate requirements with Section 01 2500.

ATTACHMENT B
SPECIAL CONDITIONS

**ATTACHMENT C
BIDDER INFORMATION**

All Bidders are to complete this form in order to be responsive. **(Please Print or Type)**

Company Name: _____ Contact: _____

Address: _____ City/ST/Zip: _____

Phone: _____ Fax: _____ Email: _____

Company Federal Tax ID # _____

Experience: Number of years the company has been in business: _____

References: (a) List accounts you have recently supplied items similar to those listed on this ITB.

<u>Account</u>	<u>Years Supplied</u>
_____	_____
_____	_____
_____	_____

**THIS BID RESPONSE SHALL BE REJECTED IF SIGNATURE IS NOT PROPERLY NOTARIZED AND
AFFIXED WHERE INDICATED**

Authorized Signature and Date: _____

Name Printed and Title: _____

Personally appeared _____, who is the _____
of _____ and as such is authorized to execute this document.

Sworn to and subscribed before me this _____ day of _____, _____

Notary Public: _____ My Commission Expires: _____

Alex Green:

Allowance No. 1: Include Contingency Allowance of \$30,000 for use according to the Owner's written instructions.

= \$30,000 (Total)

Cumberland Elementary:

Allowance No. 1: Include Contingency Allowance of \$30,000 for use according to the Owner's written instructions.

= \$25,000 (Total)

Donelson Middle School

Allowance No. 1: Include Contingency Allowance of \$30,000 for use according to the Owner's written instructions.

= \$40,000 (Total)

Hull Jackson

Allowance No. 1: Include Contingency Allowance of \$30,000 for use according to the Owner's written instructions.

= \$40,000 (Total)

ACCEPTANCE

Accepted as to items numbered _____ Date _____

Director of Purchasing

ATTACHMENT D (cont.)

BID RESPONSE

Discount (No discount under thirty (30) days will be considered)

_____ % 30 days _____ % (__th) prox.

If the Contract is awarded, the price(s) will be in effect for the length of the Contract.

If this is a one-time open market purchase, will awarded bidder honor price(s) for other Metropolitan Government agencies? Yes No

Will awarded bidder honor price(s) for other local governments and Local Education Authorities in Tennessee? Yes No

In compliance with this ITB, and subject to all conditions thereof, the undersigned agrees that if this bid response is accepted within _____ days from the date of opening, to furnish any or all of the items upon which price(s) are quoted, at the price set opposite each item, and unless otherwise specified, within _____ days after receipt of order.

ATTACHMENT E
CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

(A) By submission of this bid, the Bidder certifies and in case of a joint bid, each party thereto certifies as to its own organization, that in connection with this procurement:

1. The prices in this bid have been arrived at independently, without consultation, communication, agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening in the case of an advertised procurement, or prior to award in the case of negotiated procurement, directly or indirectly to any other Bidder or to any competitor;
3. No attempt has been made or will be made by the Bidder to induce any person or firm to submit or not to submit an offer for the purpose of restricting competition.

(B) Each person signing this offer certifies that:

1. He or she is the person in the Bidder's organization responsible within that organization for the decision as to the prices being offered herein and that he or she has not participated, and will not participate, in any action contrary to (A)(3) above;
Or,
2. He or she is not the person in the Bidder's organization responsible within that organization for the decision as to the prices being offered herein, but that he or she has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated and will not participate, in any action contrary to (A)(1) through (A)(3) above, and as their agent does hereby so certify, and he or she has not participated, and will not participate, in any action contrary to (A)(1) through (A)(3) above.

Signature of Bidder's Authorized Representative

Title

Date

In accepting this bid, the sponsor certifies that the sponsor's officers, employees or agent have not taken any action which may have jeopardized the independence of the bid referred to above.

Signature of Bidder's Authorized Representative

ATTACHMENT F
Certification Regarding Debarment or Suspension

In compliance with contracts and grants agreements applicable under the U.S. Federal Awards Program, the following certification is required by all Bidder submitting a bid response:

1. The Bidder certifies, to the best of its knowledge and belief, that neither the Bidder nor its Principals are suspended, debarred, proposed for debarment, or declared ineligible for the award of contracts from the United States federal government procurement or nonprocurement programs, or are listed in the *List of Parties Excluded from Federal Procurement and Nonprocurement Programs* issued by the General Services Administration.
2. Principals, for the purposes of this certification, means officers, directors, owners, partners, and persons having primary management or supervisory responsibilities within a business entity (e.g., general manager, plant manager, head of a subsidiary, division, or business segment, and similar positions).
3. The Bidder shall provide immediate written notice to the Metro Nashville Public Schools Director of Purchasing if, at any time prior to award, the Bidder learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. This certification is a material representation of fact upon which reliance will be placed when making the award. If it is later determined that the Bidder rendered an erroneous certification, in addition to other remedies available to Metro Nashville Public Schools, the Metro Nashville Public Schools Director of Purchasing may terminate the award resulting from this solicitation for default.

Printed Name of Representative: _____

Signature/Date: _____ / _____

ATTACHMENT G
DRUG-FREE WORKPLACE AFFIDAVIT

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The undersigned, principal officer of _____, an employer of five (5) or more employees contracting with the Metropolitan Government of Nashville and Davidson County to provide construction services, hereby states under oath as follows:

1. The undersigned is a principal officer of _____ (hereinafter referred to as the "Company"), and is duly authorized to execute this Affidavit on behalf of the Company.

2. The Company submits this Affidavit pursuant to T.C.A. 50-9-114, which requires each employer with no less than five (5) employees receiving pay who contracts with the state or any local government to provide construction services to submit an affidavit stating that such employer has a drug-free workplace program that complies with Title 50, Chapter 9, of the *Tennessee Code Annotated*.

3. The Company is in compliance with T.C.A. 50-9-114.

4. After first being duly sworn according to law, the undersigned (Affiant) states that he/she is the _____(Offeror) and that by its employment policy, standards and practices it operates a drug-free workplace program or other drug or alcohol testing program similar, but no less stringent than the Drug-Free Workplace policy of the Metropolitan Government.

Further affiant saith not.

Principal Officer

Sworn to and subscribed before me, a notary public in and for the above state and county, on this _____ day of _____, 20_____.

Notary Public

My commission expires: _____

**ATTACHMENT H
BIDDER MUST ATTACH BID SECURITY TO BID FORM
BID BOND**

BIDDER (Name and Address):

SURETY (Name and Address of Principal Place of Business):

OWNER: The Metropolitan Government of Nashville and Davidson County, A Governmental, Municipal and Public Corporation Organized, Existing and Operating under, by virtue of and pursuant to the Constitution and Laws of the State of Tennessee

BID: Bid Due Date: _____

Project: _____

BOND:

BOND NUMBER: _____

DATE (not later than Bid Due Date) _____

PENAL SUM: _____

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents the executed Agreement, without modification or alteration, required by the Bidding Documents and any performance and payment bonds and insurance certificates required by the Bidding Documents and Contract Documents.
3. This obligation shall be null and void if:
 - i. Owner accepts Bidder's bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds and insurance certificates required by the Bidding documents and Contract Documents, or
 - ii. All Bids are rejected by Owner, or
 - iii. Owner fails to issue a notice of award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder, and if applicable, consented to by Surety when required by paragraph 5 hereof).
1. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
2. Surety waives notice of any and all defenses based on or arising out of any time extension to issue notice of award agreed to in writing by Owner and Bidder, provided that the time for issuing notice of award

including extensions shall not in the aggregate exceed 120 days from Bid Opening Date without Surety's written consent.

3. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the State of Tennessee.
4. Notice required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
5. Surety shall cause to be attached to this Bond a current and effective Power of Attorney (Section 20, Exhibit P) evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.
6. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth in full. If any provision of the Bond conflicts with any applicable provision of any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
7. The term "bid" as used herein includes a bid, offer or proposal as applicable. Any singular reference herein to Bidder, Surety, Owner or other party shall be considered plural where applicable.

IN WITNESS WHEREOF, Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on the preceding pages hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

BIDDER

SURETY

_____(Seal) _____(Seal)
Bidder's Name and Corporate Seal Surety's Name and Corporate Seal

By: _____ By: _____
Signature Signature

Print Name Print Name

Title Title

Attest: Attest:

Signature Signature

Title Title

WEATHER DELAYS

EXTENSIONS OF CONTRACT TIME

- A. If the basis exists for an extension of time on the basis of weather may be granted only for the number of Weather Delay Days in excess of the number of days listed as the Standard Baseline for that month.

STANDARD BASELINE FOR AVERAGE CLIMATIC RANGE

- A. The Owner has reviewed weather data available from the National Oceanic and Atmospheric Administration and determined a Standard Baseline of average climatic range for the State of Tennessee.
- B. Standard Baseline shall be regarded as the normal and anticipatable number of calendar days for each month during which construction activity shall be expected to be prevented and suspended by cause of adverse weather. Suspension of construction activity for the number of days each month as listed in the Standard Baseline is included in the Work and is not eligible for extension of Contract Time.
- C. Standard Baseline is as follows:

Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
12	11	8	7	7	6	7	5	4	5	6	11

ADVERSE WEATHER and WEATHER DELAY DAYS

- A. Adverse Weather is defined as the occurrence of one or more of the following conditions which prevents critical path construction activity. The contractor must contact MNPS representative within twenty-four (24) hours.
 - 1. precipitation (rain, snow, or ice) in excess of one-tenth (0.10") liquid measure
 - 2. temperatures which do not rise above 32 degrees F by 10:00 a.m.
 - 3. temperatures which do not rise above that specified for the day's construction activity by 10:00 a.m., if any is specified
 - 4. sustained wind in excess of twenty-five (25) m.p.h.
 - 5. standing snow in excess of one inch (1.00")
- B. Adverse Weather may include, if appropriate, "dry-out" or "mud" days:
 - 1. only if there is a hindrance to site access or site work, such as excavation, backfill, and footings; and,
 - 2. at a rate no greater than 1 make-up day for each day or period of consecutive days of rain beyond the standard baseline that total .10 inch or more, liquid measure, unless specifically recommended otherwise by the Designer.
- C. A Weather Delay Day may only be claimed if adverse weather prevents work on the critical path work of the project for fifty percent (50%) or more of the contractor's scheduled work day, including a weekend day or holiday if Contractor has scheduled such construction activity that day.

DOCUMENTATION and SUBMITTALS

- A. Submit daily job site work logs showing which and to what extent construction activities have been affected by weather on a monthly basis.
- B. Submit actual weather data to support claim for time extension obtained from nearest NOAA weather station or other independently verified source approved by Designer at beginning of project.

- C. Use Standard Baseline data provided in this Section when documenting actual delays due to weather in excess of the average climatic range.
- D. Organize claim and documentation to facilitate evaluation on a basis of calendar month periods, and submit in accordance with a change order.
- E. If an extension of the Contract Time is appropriate, it shall be effected in accordance with a change order.

ATTACHMENT I
CHANGE ORDER # _____

PROJECT: (Name, Address)

ARCHITECT PROJECT #

CONTRACT FOR:

TO: (Contractor)

CONTRACT DATE:

MBOE 387725

You are directed to make the following changes in this Contract:

The Original Contract Sum was _____

Net Change by previous Change Orders _____ (___%)

The Contract Sum prior to this Change Order was _____

The Contract Sum will be _____ by this Change Order _____ (___%)

The New Contract Sum including this Change Order will be _____ (___%)

The Contract Time will be _____ by () days

The Date of Completion as of the date of this Change Order therefore is Funding No. _____

Architect: _____ **Contractor:** _____ **Owner:** _____

BY: _____ **BY:** _____ **BY:** _____

DATE: _____ **DATE:** _____ **DATE:** _____

Contract Modification Source: Department _____ Date of Request _____ Contact Person: _____ Telephone No. () _____ - _____ Contract Modification Review: 1 st reviewer's initials _____ 2 nd reviewer's initials _____ APPROVED (Department Representative) _____ Date: _____ xc: Accounting: _____, _____

I. CHANGE ORDER CONDITIONS

1. All Work to be performed under this Change Order shall be carried out in compliance with the Contract Documents included in the preceding description of Change Order Items involved, with the Supplemental Contract Drawings designated as _____, and under the provisions of the Original Contract, including compliance with applicable Specifications for the same type of Work.
2. This Change Order, unless otherwise provided herein, does not relieve Contractor from strict compliance with the guarantee provisions of the Original Contract, particularly those pertaining to performance and operation of equipment.
3. Contractor expressly agrees that it will place under coverage of its Performance and Payment Bonds and Contractor's Insurance all Work covered by this Change Order. Contractor will furnish to Owner evidence of increased coverage of Contractor's Insurance and the Performance and Payment Bonds for the accrued value of all Change Orders that exceed the Original Contract Price. ATTACH EVIDENCE OF COVERAGE.
4. The costs established under this Change Order are acknowledged as including any and all costs associated with the Work described herein and including any and all costs associated with any and all Work performed or to be performed by the Contractor which may be affected in any manner by the Work described herein. Contractor hereby waives all claims, known and unknown, relating in any way to the Work, or the time required for performing the Work, associated with this Change Order, including, without limitation, claims relating to the impact of this and other change Orders on unchanged Work and the cumulative effect of this and other Change Orders on Contractor's costs and time of performance.

II. REASONS FOR CHANGES

III. HISTORY OF NEGOTIATIONS

**ATTACHMENT J
 CONSTRUCTION CHANGE DIRECTIVE**

PROJECT: (name, address)	DIRECTIVE NO: DATE:
TO CONTRACTOR: (name, address)	ARCHITECT'S PROJECT NO: CONTRACT DATE: CONTRACT FOR:

You are hereby directed to make the following change(s) in this Contract:

PROPOSED ADJUSTMENTS

1. The proposed basis of adjustment charged against the Construction Contingency is:
 - Lump Sum of \$ _____
 - Unit Price of \$ _____ per _____
 - as follows:
2. The Contract Time remains unchanged.

When signed by the Owner and Architect and received by the Contractor, Signature by the Contractor indicates this document becomes effective IMMEDIATELY as a Construction Contractor's agreement with the proposed Change Directive (CCD), and the Contractor shall proceed with the change(s) and adjustments in Contract Contingency Sum described above set forth in this Construction Change Directive.

_____ ARCHITECT	_____ OWNER	_____ CONTRACTOR
_____ Address	_____ Address	_____ Address
_____ BY _____	_____ BY _____	_____ BY _____
_____ DATE _____	_____ DATE _____	_____ DATE _____

**ATTACHMENT K
 FIELD AUTHORIZATION**

Project Name: _____	Project Number: _____
Contractor: _____	Contract Number: _____
Field Authorizations Included: _____	Field Change Request Number: _____
Cost Adjustments: \$ _____	
Scope of Original Project: _____	

REASON FOR CHANGE
Authorization Class: _____ Why? _____ _____ _____
Reason for Change: _____ _____ _____
DESCRIPTION OF CHANGE: _____ _____ _____

PRICE ANALYSIS						
Unit Price in Contract? NO [] YES [] If yes, amount: _____ Or Quotes Received? NO [] YES [] If yes, quote amounts:						
<table style="width: 100%; border: none;"> <tr> <td style="width: 80%;"></td> <td style="width: 20%;">1. _____</td> </tr> <tr> <td></td> <td>2. _____</td> </tr> <tr> <td></td> <td>3. _____</td> </tr> </table>		1. _____		2. _____		3. _____
	1. _____					
	2. _____					
	3. _____					
Comments on Cost Justification: _____						

COST ADJUSTMENT ANALYSIS												
<table style="width: 100%; border: none;"> <tr> <td style="width: 60%;">Original Contract Amount</td> <td style="width: 40%;">\$ _____</td> </tr> <tr> <td>Cost Adjustment by Previous Change Order(s) (Includes Change Order(s) ____, ____, ____, ____, _____)</td> <td>\$ _____ (_____%)</td> </tr> <tr> <td>Current Contract Amount</td> <td>\$ _____</td> </tr> <tr> <td>Cost Adjustment by Pending Change Order (Includes Previously Approved Change Authorization(s) ____, ____, ____, ____, _____) (Includes Previously Approved Field Authorization(s) ____, ____, ____, ____, _____)</td> <td>\$ _____ (_____%)</td> </tr> <tr> <td>Cost Adjustment by this Field Authorization</td> <td>\$ _____ (_____%)</td> </tr> <tr> <td>Anticipated Contract Amount</td> <td>\$ _____</td> </tr> </table>	Original Contract Amount	\$ _____	Cost Adjustment by Previous Change Order(s) (Includes Change Order(s) ____, ____, ____, ____, _____)	\$ _____ (_____%)	Current Contract Amount	\$ _____	Cost Adjustment by Pending Change Order (Includes Previously Approved Change Authorization(s) ____, ____, ____, ____, _____) (Includes Previously Approved Field Authorization(s) ____, ____, ____, ____, _____)	\$ _____ (_____%)	Cost Adjustment by this Field Authorization	\$ _____ (_____%)	Anticipated Contract Amount	\$ _____
Original Contract Amount	\$ _____											
Cost Adjustment by Previous Change Order(s) (Includes Change Order(s) ____, ____, ____, ____, _____)	\$ _____ (_____%)											
Current Contract Amount	\$ _____											
Cost Adjustment by Pending Change Order (Includes Previously Approved Change Authorization(s) ____, ____, ____, ____, _____) (Includes Previously Approved Field Authorization(s) ____, ____, ____, ____, _____)	\$ _____ (_____%)											
Cost Adjustment by this Field Authorization	\$ _____ (_____%)											
Anticipated Contract Amount	\$ _____											

CHANGE REQUEST SOURCE: Department: _____ Contract Person: _____	Date of Request: _____ Telephone No. (____) ____ - ____
APPROVED: (Department Representative) _____	Date: _____

ATTACHMENT L
SUCCESSFUL BIDDER MUST SUBMIT WHEN CONTRACT IS SIGNED**PERFORMANCE BOND**

and _____, as surety ("Surety"),
and _____, as principal ("Contractor"), enter into and execute this
bond ("Performance Bond"), and bind themselves in favor of The Metropolitan Government of Nashville and
Davidson County as obligee ("Owner") in the penal sum of _____
(\$ _____).

WHEREAS, the Owner has required the Contractor to furnish a Performance Bond containing the terms and conditions set forth herein as a condition to executing the Construction Contract;

NOW THEREFORE, the Surety and the Contractor, both jointly and severally, and for themselves, their heirs, administrators, executors and successors agree:

The Construction Contract is hereby incorporated herein and by reference made a part hereof to the same extent as though it were copied verbatim herein. The Surety and the Contractor are bound for the full performance of the Construction Contract including without exception all of its terms and conditions, both express and implied, including, without limitation, any obligation to remedy defects for a specified period after full completion of the Project.

If the Contractor is in default of the Construction Contract and the Owner, by written notice to the Contractor and the Surety, declares the Contractor to be in default and terminates the right of the Contractor to proceed, the Surety shall thereupon promptly notify the Owner in writing as to which of the actions permitted to the Surety in Paragraph 14.3 it will take.

Upon the default and termination of the Contractor and notice to the Contractor and Surety as provided in Paragraph 14.2 above, the Surety shall within forty-five (45) days proceed to take one or, at its option, more than one of the following of the courses action:

- a. Proceed itself, or through others acting on its behalf, to complete full performance of the Construction Contract including, without limitation, correction of defective and nonconforming Work performed by or on behalf of the Contractor. During such performance by the Surety, the Owner shall pay the Surety from its own funds only such sums as would have been due and payable to the Contractor in the absence of default and termination.
- b. With the prior agreement and written consent of the Owner, Owner may, at the Surety's cost and expense, obtain bids or proposals from contractors in accordance with applicable procurement laws and regulations, for full performance of the proposals following opening of same. Unless Surety objects, the Owner shall, in accordance with applicable procurement laws and regulations, award a contract, acceptable to Owner, for fulfillment and completion of the Construction Contract. Any payment or performance bonds required therewith shall not relieve the Surety from any of its obligations under this Performance Bond. Should Surety object to the award, the Surety shall proceed under another permissible course of action. In the event of award, the Owner shall pay the completing contractor from its own funds only such sums as would have been due and payable to the Contractor under the Construction Contract as and when they would have been due and payable to the Contractor in the absence of the default and termination. To the extent that the Owner is obligated to pay the completing contractor sums which would not have been due and payable to the Contractor under the Construction Contract, the Surety shall provide the Owner which such sums in a sufficiently timely manner that the Owner can utilize such sums in making timely payment to the completing contractor; or,
- c. Take any and all other acts, if any, mutually agreed upon in writing by the Owner and the Surety.

Liquidated damages shall continue to accrue until completion of the Project, in accordance with the Contract.

In addition to those duties set forth hereinabove, the Surety shall promptly pay the Owner all loss, costs and expenses resulting from the Contractor's default(s), including, without limitation, fees, expenses and costs for architects, engineers, consultants, testing, surveying and attorneys, liquidated and actual damages, as applicable, for delay in completion of the Project, and fees, expenses and costs incurred at the direction, request, or as a result of the acts or omissions of the Surety.

The Surety waives notice of any changes to the Construction Contract including, without limitation, changes in the contract time, the contract price, or the Work to be performed.

MNPS CONTRACT # _____
MNPS ITB #B17-8

This Performance Bond is provided by the Surety for the sole and exclusive benefit of the Owner and, if applicable, any dual obligee designated by rider attached hereto together with their heirs, administrators, executors, successors or assigns. No other party, person or entity shall have any rights against the Surety hereunder.

Any and all notices to the Surety, the Owner or the Contractor shall be given by U.S. Mail to the address set forth for each party below:

Surety:

Contractor:

Owner: Metropolitan Board of Public Education
The Metropolitan Government of Nashville and Davidson County
Facility and Grounds Maintenance
2601 Bransford Avenue – Room B-215
Nashville, Tennessee 37204

Any action hereon may be instituted so long as the applicable statute of limitations have not expired.

CONTRACTOR:

SURETY:

(Typed Name) Seal _____ Seal
(Typed Name)

By: _____ By: _____
(Signature) (Signature)

(Printed Name, Title and Address) (Printed Name, Title and Address)

(Date of Execution) (Date of Execution)

By: _____
(Signature)

By: _____
(Signature)

(Printed Name, Title and Address)

(Printed Name, Title and Address)

(Date of Execution)

(Date of Execution)

Attachment O
POWER OF ATTORNEY
(Attach Bond Company's Power of Attorney)
(BIDDER MUST SUBMIT WITH BID)