

**Request for Quotation 76146,2**

Title **Hillwood Park Water Main Improvements**  
 Amendment Date **07-OCT-2020 08:01:19**  
 Amendment Description **Amendment 2; Discussion Questions deadline has been moved from October 23 to October 20, 2020 by 2PM and Deadline for Bids has been moved from November 3 to October 27, 2020 by 2PM.**

Preview Date **07-OCT-2020 08:01:22** Open Date **07-OCT-2020 08:01:22**  
 Close Date **27-OCT-2020 14:00:00** Award Date **Not Specified**  
 Time Zone **Central Time**

*Please submit your response to:*

Company **METRO\_GG**  
 Buyer **Conklin, Marissa**  
 Location **METRO\_GG**  
**PO BOX 196300**  
**Nashville, TN 37219-6300**  
**United States**  
 Phone **Not Specified**  
 Fax  
 Email **Marissa.Conklin@nashville.gov**

*When submitting your response, please include the following information.*

Your Company Name	
Address	
Contact Details	
Response Valid Until	

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**1 Header Information****1.1 General Information**

Title **Hillwood Park Water Main Improvements**  
Description **Hillwood Park water main improvements**  
Amendment Date **07-OCT-2020 08:01:19**  
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Close Date **27-OCT-2020 14:00:00** Award Date **Not Specified**  
Time Zone **Central Time** Buyer **Conklin, Marissa**  
Quote Style **Sealed** Email **Marissa.Conklin@nashville.gov**  
Outcome **Standard Purchase Order**

**1.2 Terms**

Ship-To Address **1 Metro Site Location | 1590 Reference Addr In Solicitation Nashville, TN 37210 United States** Bill-To Address **Bill To: Metro Payment Service Bill To: Metro Payment Service Po Box 196301 Nashville, TN 37219 United States**

Payment Terms **N30** Carrier  
FOB **DELIVERY** Freight Terms **SUPPLIER PREPAID**  
Currency **USD (US Dollar)** Price Precision **Any**

**1.3 Requirements**

<b>ITB Solicitation (Selection) Method</b>
<p>Invitation to Bid Pursuant to Metropolitan Code of Laws (&amp;ldquo;M.C.L.&amp;rdquo;) &amp;sect; 4.12.030, this solicitation document serves as the written determination of the Purchasing Agent, that this solicitation is an invitation to bid. Awards, if made, shall be to the lowest, responsive and responsible, evaluated offeror. There may be one or more amendments to this solicitation. Solicitation amendments are included as updates to the original solicitation. It is the offeror&amp;rsquo;s responsibility to remain informed on all solicitation amendments and submit the solicitation response incorporating all amendments. Any alterations to the document(s) provided by the Metropolitan Government of Nashville and Davidson County (Metro) and submitted by the offeror other than completing questions, worksheets, or forms may result in your response being deemed nonresponsive, cancellation of any subsequent award, or any other legal remedies available to Metro. Offers to Metro online solicitations are required to be submitted within the iSupplier online environment unless otherwise stated. Hard copy offers will not be considered except as required by law. Any response to this solicitation is a formal waiver of any claims of confidentiality regardless of what may be stated, printed, or implied in the submission and/or attachments submitted. All information is made a Public Record after an award is made. The only official position of Metro is found within this solicitation document including answers provided in response to questions raised. The online discussion tool within iSupplier is the appropriate tool for all questions or communications concerning this solicitation. Metro reserves the right to make multiple awards for a contract if it is deemed in the best interest of Metro.</p> <p>.....</p>
Type <b>No Response Required</b>
<b>Solicitation Objective</b>
The objective of this solicitation is to issue a purchase order.
.....
Type <b>No Response Required</b>
<b>Scope Summary</b>
The Metropolitan Government of Nashville and Davidson County (&ldquo;Metro&rdquo;) and Metro Water Services are seeking a qualified contractor to furnish the equipment, material and labor to install

<b>Scope Summary</b>
approximately 5,700 LF of 6-inch, 8-inch and 12-inch water main and appurtenances along Hillwood Blvd, Fleetwood Drive, Watt Lane and Marcia Avenue.
.....
Type <b>No Response Required</b>
<b>Scope Details</b>
Qualified Contractor will furnish the equipment, material and labor to install approximately 5,700 LF of 6-inch, 8-inch and 12-inch water main and appurtenances along Hillwood Blvd, Fleetwood Drive, Watt Lane and Marcia Avenue. Contractor shall comply with all TDEC, Metro Public Works, ADA and easement conditions required for the project. **See Drawings, Specifications 1-5 and Vicinity Sketch for additional information**
.....
Type <b>No Response Required</b>
<b>Bid Form</b>
Offeror shall complete the attached &quot;Bid Form&quot; in its entirety and return it with your submitted quote. Please list all subcontractors performing each bid item, in whole or in part, on the Bid Form. If more than one subcontractor will perform work and/or if a subcontractor will only perform a portion of the work on the bid item, please provide the subcontractor's name(s), total dollar value of the work they will perform, and the percentage of work they will perform on the individual bid item. Percentages and dollar values included on the Bid Form should match the percentages and dollar values entered on the Subcontractor Spreadsheet Form. Enter the &quot; Subtotal &quot; located in Cell #G32 on Line 1 of the Lines Tab of the solicitation with the requested SBE/SDV attributes. Enter the &quot; Allowance and Contingency items total &quot; located in Cell #G40 on line 2of the lines tab (do not include this amount in yourSubtotalon line1of the lines tab). The TotalBaseBid Amount will be the amount used for the purpose of evaluation. Failure to adhere to the Bid Form instructions may cause your company to be deemed as non-responsive.
.....
Target Value <b>Bid Form Attached</b>
Type
.....
Circle one from the response values below:
Bid Form Attached
No, may be non-responsive
<b>Standard Solicitation Requirements</b>
Inquiries All inquiries must be submitted by Tuesday, October 20, 2020 at 2:00PM Central Time using the online discussions feature of the iSupplier system. Questions will be answered formally via Amendment to the solicitation soon after the deadline for submitting questions. Offerors must clearly understand that the only official answer or position of Metro will be the one stated in writing by Division of Procurement staff. You may contact Marissa Conklin at Marissa.conklin@nashville.gov with questions regarding iSupplier or you may email iSupplier@nashville.gov . All offerors are encouraged to sign in to the iSupplier system as soon as possible to view the solicitation and ensure all login information is correct. Finally, please have your offer loaded in the iSupplier system well in advance of the deadline for submission of offers to avoid any last minute functionality issues. While Metro makes every attempt to assist suppliers with entering their offers, there is not sufficient time to trouble shoot functionality issues within one hour of the deadline for submission of offers.
.....
Type <b>No Response Required</b>
Pre-Offer Meeting A pre-offer meeting will be held for this solicitation on Wednesday, October 14, 2020 at 10:00AM Central Time . Pre-Offer Meeting for RFQ# 76146 Hillwood Park Water Main Improvements Wed, Oct 14, 2020 10:00 AM - 11:00 AM (CDT) Please join my meeting from your computer, tablet or smartphone. <a href="https://global.gotomeeting.com/join/635983813">https://global.gotomeeting.com/join/635983813</a> You can also dial in using your phone. United States: +1 (571) 317-3122 Access Code: 635-983-813 When attending through GoToMeeting, you must email the buyer, Marissa Conklin at Marissa.conklin@nashville.gov , your name, email address, phone number, and the name of the company you are representing within an hour of the meeting conclusion. This information will be added to the official pre-offer meeting sign-in sheet. You will not receive credit for attending the meeting if you do not send this information to the buyer. Metro urges all prospective offerors to attend planned pre-offer meetings.

<b>Standard Solicitation Requirements</b>
<p>.....</p> <p><b>Type No Response Required</b></p> <p>Accurate Information Failure to provide complete and accurate information in an offer to this solicitation may result in your offer being deemed nonresponsive. Metro may institute debarment proceedings against the offeror and/or terminate any contract or purchase order that has been awarded based on inaccurate information.</p> <p>.....</p>
<p><b>Type No Response Required</b></p> <p>Extraneous Information Offers should be brief and concise. Information provided beyond the requirements described in this solicitation may be considered extraneous and as a result discarded.</p> <p>.....</p>
<p><b>Type No Response Required</b></p> <p>Minor Irregularities Metro reserves the right to waive minor irregularities in offers, provided that such action is in the best interest of Metro. Any such waiver shall not modify any remaining solicitation requirements or excuse the offeror from full compliance with the solicitation specifications and other contract requirements if the offeror is awarded a contract.</p> <p>.....</p>
<p><b>Type No Response Required</b></p> <p>Ambiguity, Conflict or Other Errors in the Solicitation Offeror is responsible for clarifying any ambiguity, conflict, discrepancy, omission, or other error in this solicitation prior to submitting their offer, or it shall be waived. Claims of ambiguity after submission of the offer shall not serve as grounds for a protest. If an offeror discovers any ambiguity, conflict, discrepancy, omission, or other error in the solicitation, they shall immediately request modification or clarification using the online discussion feature of iSupplier. Required modifications or clarifications will be issued by solicitation amendment.</p> <p>.....</p>
<p><b>Type No Response Required</b></p> <p>Validity of Offers All offers shall be valid for a period of one-hundred and fifty (150) days from the closing date of the solicitation unless another timeframe is agreed to by all parties. Submission of an offer does not afford rights to the offeror nor obligate Metro in any manner.</p> <p>.....</p>
<p><b>Type No Response Required</b></p> <p>Offer and Presentation Costs Metro will not be liable for any costs incurred by an offeror in the preparation of its response to a solicitation, nor for the presentation of its offer and/or participation in any clarifications, discussions, negotiations, or protests.</p> <p>.....</p>
<p><b>Type No Response Required</b></p> <p>Rejection of Offers Metro reserves the right to accept or reject, in whole or in part, any offers submitted. The failure of an offeror to promptly supply information in connection with, or with respect to, reasonable requests may be grounds for a determination of non-responsibility.</p> <p>.....</p>
<p><b>Type No Response Required</b></p> <p>Subcontractors/Subconsultants Offeror must enter all subcontractors/subconsultants/suppliers in the Subcontractor/Subconsultant Form (see attachments below) regardless of their ownership and attach back to the submitted response/quote. All proposed subcontractor/subconsultants and/or suppliers must be registered in iSupplier prior to the solicitation deadline. Offeror should identify those subcontractors/subconsultants and/or suppliers that are Small or Service-Disabled Veteran (SBE/SDV) owned, or those that are Minority or Woman owned as appropriate. All known subcontractors/subconsultants and/or suppliers who will perform a portion of this project must be listed. SBE/SDV Primes should not enter their participation on this form, rather should enter it in the attributes section of the lines tab of their response, if applicable. If no subcontractors/subconsultants are being proposed then indicate such on the Subcontractor/Subconsultant Form and attach back to the submitted response/quote. Failure to attach the Subcontractor/Subconsultant Form to your submitted response/quote may deem your offer non-responsive.</p> <p>.....</p>
<p>Target Value <b>Subcontractor/Subconsultant Form is Attached</b></p>

<b>Standard Solicitation Requirements</b>
Type
Circle one from the response values below: Subcontractor/Subconsultant Form is Attached No attachment and offer may be deemed non-responsive
<p>Assistance to Small (SBE) and/or Service-Disabled Veteran (SDV) Owned Businesses The Metro Procurement Code (&amp;sect; 4.44) and Regulations (&amp;sect;&amp;sect; R4.44.020.04) provide options for the Purchasing Agent to maximize the participation and performance of Metro approved SBE/SDV businesses. Assistance is provided to offerors who are SBE/SDV, or who need assistance in locating potential SBE/SDV subcontractors or suppliers. For assistance, offerors are encouraged to contact the BAO by email at BAO@Nashville.gov or call the BAO at (615) 880-2814. For more information and the forms go to the following website: <a href="http://www.nashville.gov/Finance/Procurement/Business-Assistance-Office.aspx">http://www.nashville.gov/Finance/Procurement/Business-Assistance-Office.aspx</a> . If the Offeror is a SBE/SDV business, Metro considers the work the SBE/SDV firm commits to self-perform. If the work is subcontracted or otherwise procured, only the work performed by a Metro approved SBE/SDV subcontractor or supplier may be considered for the purposes of award incentive. All SBE/SDV businesses included in offers must be registered online with Metro and approved by the BAO prior to the solicitation closing date. Several ways that SBE/SDV participation may be promoted in individual solicitations are described below. Cost Incentive - The Metro Procurement Code (&amp;sect; 4.44) and Regulations (&amp;sect;&amp;sect; R4.44.020.04) provide options for the Purchasing Agent to provide a cost incentive to maximize SBE/SDV participation. If this solicitation includes a cost incentive for the participation of approved SBE/SDV business, the methodology for evaluating the SBE/SDV participation is described in the regulations found at <a href="https://www.nashville.gov/Portals/0/SiteContent/Finance/Purchasing/Procurement%20Standard/Procurement-Regulations.pdf">https://www.nashville.gov/Portals/0/SiteContent/Finance/Purchasing/Procurement%20Standard/Procurement-Regulations.pdf</a> . Set-Aside - Some solicitations are the result of an SBE/SDV set-aside. In those cases only approved SBE/SDV firms may submit an offer. The solicitation will state in the opening description if it is an SBE/SDV set-aside solicitation. Threshold - If the solicitation has a SBE/SDV threshold, only offers that meet the established threshold will be eligible for SBE/SDV cost incentives. Incentive consideration, if included, is calculated on a pro rata basis for those offers in excess of the established threshold. Requirement - If the solicitation states a required SBE/SDV participation level, then only those offerors committing to achieve or exceed the established amount will be considered responsive to the solicitation. The solicitation will not contain an SBE/SDV cost incentive.</p>
Type <b>No Response Required</b>
SBE/SDV Participation and Misrepresentation Offerors must acknowledge that they understand the SBE/SDV participation expectations described in the next paragraph. Cost Incentive is applicable to this solicitation Offeror also acknowledges that they understand the consequences of failing to comply with their SBE/SDV participation commitments. If Contractor fails to comply with their SBE/SDV businesses participation commitments, or it is determined that their SBE/SDV status or the SBE/SDV status of any subcontractor/subconsultant/supplier, is shown to be false; Metro may terminate the Contract and charge Contractor for any costs incurred by Metro as a result of the misrepresentation. Misrepresentation may result in debarment. Contractor shall enter payments to SBE/SDV and MWBE subcontractors/subconsultants/suppliers as instructed by Metro. Failure to do so may impact payments to Contractor.
Type
Circle one from the response values below: Acknowledge Participation Expectations and Consequences of Misrepresentation No, may be deemed non-responsive
Americans with Disabilities Act Contractor shall ensure Metro that all services provided through this resulting contract shall be completed in full compliance with the 2010 Americans with Disabilities Act (&ldquo;ADA&rdquo;) enacted by law on March 15, 2012 and adopted by Metro. Contractor will ensure that participants at public meetings with disabilities will have communication access that is equally effective as that provided to people without disabilities. Information shall be made available in accessible formats, and auxiliary aids and services shall be provided upon the reasonable request of a qualified person with a disability.

<b>Standard Solicitation Requirements</b>
<b>Type No Response Required</b>
Contractor Personnel Requirements Subsequent to submission of an offer and prior to award of a contract, key personnel identified in the offer shall not be changed without the approval of Metro. Any changes in key personnel without Metro approval may result in the offer being rejected and not considered for award.
.....
<b>Type No Response Required</b>
Unauthorized Work The successful offeror shall not begin work until Metro issues a Notice to Proceed or Purchase Order. Any unauthorized work shall be deemed non-compensable and the offeror will have no recourse against Metro.
.....
<b>Type No Response Required</b>
<b>Equal Business Opportunity (EBO) Program Requirements</b>
EBO GOAL
.....
<b>Type No Response Required</b>
Pursuant to the Metro Code of Laws Section 4.46.060 B, no Equal Business Opportunity Program Goal is established for this solicitation.
.....
<b>Type No Response Required</b>
Pursuant to the M.C.L. &sect; 4.46.060, a percentage goal for MBE and WBE subcontract participation has been established for this solicitation. Such goal is based upon careful analysis of the availability of commercially useful subcontracting opportunities and has been considered by the appropriate Goal Setting Committee and approved by the Purchasing Agent. The Metropolitan Government of Nashville and Davidson County expects the successful offeror to meet the established goal for this project and provide demonstration of approved good faith efforts to attain the goal. M/WBE participation may be counted toward the specified goal when the Prime Contractor demonstrates a commercially useful function(s) for each proposed Subcontractor and as further defined in the M.C.L. &sect; 4.46.060. In no way shall subcontractors' work or dollar amount be construed to count toward the established goal more than once. Only expenditures to M/WBE subcontractors that perform a commercially useful function in the work of the project or contract may be counted. Suppliers may be utilized to satisfy the goals in whole or in part, however must perform a commercially useful function.
.....
<b>Type No Response Required</b>
Minority Business Enterprise (MBE) Percentage Goal: 4 %
.....
Target Value <b>Acknowledge established goal and can achieve MBE established goal</b>
Type
.....
Circle one from the response values below:
Acknowledge established goal and can achieve MBE established goal
Unable to achieve established goal and have attached completed waiver request form from Good Faith Summary Sheets
.....
Woman Business Enterprise (WBE) Percentage Goal: 10 %
.....
Target Value <b>Acknowledge established goal and can achieve WBE established goal</b>
Type
.....
Circle one from the response values below:
Acknowledge established goal and can achieve WBE established goal
Unable to achieve established goal and have attached completed waiver request form from Good Faith Summary Sheets
.....
To be responsive within the scope of the EBO program offerors must complete and attach to their response Statements of M/WBE Utilization, Statement of Interested Subcontractors/Vendors, and Statement of Bid Proposals/Price Quotations. For EBO information and forms, go to

<b>Equal Business Opportunity (EBO) Program Requirements</b>
<p><a href="http://www.nashville.gov/Finance/Procurement/Business-Assistance-Office.aspx">http://www.nashville.gov/Finance/Procurement/Business-Assistance-Office.aspx</a> . Attach the EBO Forms, including Good Faith Effort Summary Sheets (if applicable), and any supporting documentation to your response as one PDF document titled "EBO Documentation". M/WBE firms included in offers must be registered with Metro and certification received by BAO prior to the solicitation closing date. Failure to comply with EBO requirements may result in the offer being deemed nonresponsive. A Letter of Intent must be submitted to BAO by the end of the second (2nd) business day following issuance of the intent to award notification for each Metro approved M/WBE included in offer. The Letter of Intent must be signed by both parties.</p>
<p>.....</p> <p><b>Target Value Acknowledge Expectations and Attach Required EBO Documentation</b></p> <p>Type</p> <p>.....</p> <p>Circle one from the response values below:</p> <p>Acknowledge Expectations and Attach Required EBO Documentation</p> <p>Fail to acknowledge expectations or attach required EBO Documentation; therefore, Offeror is non-responsive</p>
<p>Required Good Faith Efforts All offerors shall:</p> <p>.....</p> <p><b>Type No Response Required</b></p> <p>Make efforts to include M/WBE's, certified by certifying entities recognized by the Metropolitan Government, in the procurement process and to ensure that businesses are not discriminated against on the basis of race, ethnicity or gender.</p> <p>.....</p> <p><b>Target Value Yes, we have</b></p> <p>Type</p> <p>.....</p> <p>Circle one from the response values below:</p> <p>Yes, we have</p> <p>No, and are non-responsive</p>
<p>If awarded, maintain for a minimum of three (3) years after completion of the contract and final payment detailed records of all correspondence and responses thereto, logs of all telephone calls made and received regarding Metropolitan Government solicitations, copies of advertisements in publications and other media, and other relevant papers required by the Program.</p> <p>.....</p> <p><b>Target Value Yes, Offeror understands and acknowledges requirement</b></p> <p>Type</p> <p>.....</p> <p>Circle one from the response values below:</p> <p>Yes, Offeror understands and acknowledges requirement</p> <p>No, Offeror is non-responsive</p>
<p>Cooperate with any document request or other investigatory effort by the BAO in its considerations of the Bid as provided herein above.</p> <p>.....</p> <p><b>Target Value Yes, Offeror understands and acknowledges requirement</b></p> <p>Type</p> <p>.....</p> <p>Circle one from the response values below:</p> <p>Yes, Offeror understands and acknowledges requirement</p> <p>No, Offeror is non-responsive</p>
<p>Additional Good Faith Efforts In addition to the required Good Faith Efforts, offerors who fail to meet the Metropolitan Government of Nashville and Davidson County's EBO subcontracting goals must demonstrate Good Faith Efforts as outlined in the Procurement Code and Procurement Regulations. The "M/WBE Subcontractors Good Faith Summary Sheets" must be completed in their entirety for the Metropolitan Government of Nashville and Davidson County to determine if adequate</p>



<b>Equal Business Opportunity (EBO) Program Requirements</b>
"Good Faith Efforts" (GFE) were demonstrated towards meeting the established MBE/WBE participation goals; including but not limited to the following: ..... Type <b>No Response Required</b>
Deliver written notice to at least three (3) available M/WBEs certified by certifying entities recognized by the Metropolitan Government for each potential subcontracting or supply category in the Contract AND all potential subcontractors or vendors which requested information on the Contract. ..... Type ..... Circle one from the response values below: Yes No
Provide all potential subcontractors or vendors with adequate and timely information as to the plans and specifications of this project as well as information necessary to provide a bid or quote as well as the last date and time for receipt of price quotations. ..... Target Value <b>Yes</b> Type ..... Circle one from the response values below: Yes No
Attended informational meeting(s) to update potential subcontractors or vendors of subcontracting or supply opportunities. ..... Type ..... Circle one from the response values below: Yes No
In accordance with normal industry practices, divided the contract into economically feasible segments that can be performed by a M/WBE. ..... Target Value <b>Yes</b> Type ..... Circle one from the response values below: Yes No
Provided a written explanation for rejection of any potential subcontractor or vendor to the BAO, include the name of the firm proposed to be awarded the subcontract or supply agreement, where price competitiveness is not the reason for rejection. ..... Target Value <b>Yes</b> Type ..... Circle one from the response values below: Yes No
Actively solicited, through sending letters or initiating personal contact, M/WBEs in all feasible and appropriate categories providing subcontracting opportunities for the contract under consideration. .....

<b>Equal Business Opportunity (EBO) Program Requirements</b>
<p>Target Value <b>Yes</b> Type</p> <p>.....</p> <p>Circle one from the response values below: Yes No</p>
<p>Utilized the services of available community organizations and associations, contractors&amp;rsquo; groups, and trade associations known to publicize contracting and procurement opportunities, for the purpose of obtaining assistance in the contacting and recruitment of M/WBEs for the Metropolitan Government contract under consideration.</p> <p>.....</p> <p>Target Value <b>Yes</b> Type</p> <p>.....</p> <p>Circle one from the response values below: Yes No</p>
<p>Advertised in publications of general circulation in the Nashville Metropolitan Statistical Area (&amp;ldquo;MSA&amp;rdquo;), trade publications and other media owned by, or otherwise focused or marketed to M/WBEs, and the advertisement identifies and describes the specific subcontracting or other opportunity in reasonable detail.</p> <p>.....</p> <p>Target Value <b>Yes</b> Type</p> <p>.....</p> <p>Circle one from the response values below: Yes No</p>
<p>Conducted discussions with interested M/WBEs in good faith, and provided the same willingness to assist M/WBEs as has been extended to any other similarly situated subcontractor.</p> <p>.....</p> <p>Target Value <b>Yes</b> Type</p> <p>.....</p> <p>Circle one from the response values below: Yes No</p>
<p>Taken steps to ensure that all labor supervisors, superintendents, and other on-site supervisory personnel are aware of and carry out the obligation to maintain a nondiscriminatory work environment, free of harassment, intimidation, and coercion at all construction sites, offices and other facilities to which employees are assigned to work.</p> <p>.....</p> <p>Target Value <b>Yes</b> Type</p> <p>.....</p> <p>Circle one from the response values below: Yes No</p>
<b>Insurance Requirements</b>
<p>Insurance Requirements Any offeror receiving an intent to award letter shall be required to provide a Certificate of Insurance within fifteen (15) days of receiving the notification in order to proceed with award and execution of a contract. The &amp;quot;Description&amp;quot; section must read as follows: Metropolitan Government of Nashville and Davidson County, its officials, officers, employees, and volunteers are named as additional insureds per general liability additional insured endorsement and</p>

<b>Insurance Requirements</b>
automobile liability additional insured endorsement. RFQ # [enter no.] In the "Certificate Holder" section it must read as follows: Purchasing Agent, Metropolitan Government of Nashville and Davidson County, Metro Courthouse, Nashville, TN 37201. The following insurance(s) shall be required: .....
Type <b>No Response Required</b>
Products Liability Insurance in the amount of one million (\$1,000,000.00) dollars (If the Offeror is manufacturing the product). .....
Type <b>No Response Required</b>
General Liability Insurance in the amount of one million (\$1,000,000.00) dollars. .....
Type <b>No Response Required</b>
Automobile Liability Insurance in the amount of one million (\$1,000,000.00) dollars (if Offeror will be making on-site deliveries). .....
Type <b>No Response Required</b>
Worker's Compensation Insurance 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. (Workman's Comp Insurance is not required for companies with fewer than five (5) employees.) .....
Type <b>No Response Required</b>
<b>Solicitation Acceptance</b>
Offeror must indicate acceptance of the final version of this solicitation as amended. Any exceptions taken to this solicitation must be submitted through the online discussion feature of the system by the date and time shown for inquiry submittal. If an offeror takes exception to this solicitation after the inquiry submittal date and time, their submission may be deemed nonresponsive. .....
Target Value <b>Accept Final Version of Solicitation</b>
Type
Circle one from the response values below: Accept Final Version of Solicitation No, may be deemed non-responsive
<b>Acceptance of Metro Purchase Order Terms and Conditions</b>
Offeror must indicate that they have read and accept the attached Metro Contract. Metro will not consider exceptions to the attached contract. If an offeror takes exception to this contract, their submission may be deemed nonresponsive. .....
Type
Circle one from the response values below: Accept Metro Purchase Order Terms and Conditions As Is No, may be deemed non-responsive
<b>Affidavits</b>
Enter your City .....
Target Value <b>Enter City Name Your Company is Located</b>
Type
Provide your answer below

Affidavits
<p>Enter your County</p> <p>.....</p> <p>Target Value <b>Enter the County Your Company is Located</b> Type</p> <p>.....</p> <p>Provide your answer below</p>
<p>Enter your State</p> <p>.....</p> <p>Target Value <b>Enter the State Your Company is Located</b> Type</p> <p>.....</p> <p>Provide your answer below</p>
<p>Enter your Zip Code</p> <p>.....</p> <p>Target Value <b>Enter the Zip Code for Your Company is Located</b> Type</p> <p>.....</p> <p>Provide your answer below</p>
<p>Affiant states that Offeror has all applicable licenses, including business licenses. Affiant also states that offeror is current on its payment of all applicable gross receipt taxes and personal property taxes. M.C.L. 4.20.065.</p> <p>.....</p> <p>Target Value <b>Yes, I so affirm</b> Type</p> <p>.....</p> <p>Circle one from the response values below:  <input type="radio"/> Yes, I so affirm  <input type="radio"/> No, and are non-responsive</p>
<p>Affiant 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 race, creed, color, national origin, age or sex, and are not in violation of, and will not violate, any applicable laws concerning the employment of individuals with disabilities. M.C.L.</p>

<b>Affidavits</b>
4.28.020. ..... Target Value <b>Yes, I so affirm</b> Type ..... Circle one from the response values below: Yes, I so affirm No, and are non-responsive
Affiant affirms that in consideration of the privilege to submit offers in response to this solicitation, we hereby consent, covenant, and agree as follows: To adopt the policies of the Metropolitan Government relating to equal opportunity in contracting on projects and contracts funded, in whole or in part, with funds of the Metropolitan Government; To attempt certain good faith efforts to solicit Minority-owned and Woman-owned business participation on projects and contracts in addition to regular and customary solicitation efforts; Not to otherwise engage in discriminatory conduct; To provide a discrimination-free working environment; That the Covenant of Nondiscrimination is requirement to submit an offer and shall be incorporated by reference into any contract or portion thereof which the Supplier may hereafter obtain; and shall be continuing in nature and shall remain in full force and effect without interruption. That the failure of the Supplier to satisfactorily discharge any of the promises of nondiscrimination as made and set forth herein shall constitute a material breach of contract. M.C.L. 4.46.070. ..... Target Value <b>Yes, I so affirm</b> Type ..... Circle one from the response values below: Yes, I so affirm No, and are non-responsive
Affiant affirms that in consideration of the privilege to submit offers in response to this solicitation, we hereby consent, covenant, and agree as follows: No person shall be excluded from participation in, denied the benefit of, or otherwise discriminated against on the basis of race, color, national origin, gender, or disability when otherwise qualified in connection with any solicitation offer submitted to Metro or the performance of any contract resulting from; That it is and shall be the policy of this Company to provide equal opportunity to all business persons seeking to contact or otherwise interested in contracting with this Company, including various eligible business enterprises; In connection herewith, I/We acknowledge and warrant that this Company has been made aware of, understands and agrees to make good faith efforts to solicit disadvantaged businesses (as defined in MCL &sect; 4.46) to do business with this Company; That the Covenant of Nondiscrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption; That the Covenant of Nondiscrimination as made and set forth herein shall be and are hereby deemed to be made a part of, and incorporated by reference into, any contract or portion thereof which this Company may hereafter obtain; and That the failure of this Company to satisfactorily discharge any of the Covenant of Nondiscrimination as made and set forth herein shall constitute a material breach of contract entitling Metro to declare the contract in default and to exercise any and all applicable rights and remedies, including but not limited to, termination of the contract, suspension and debarment from future contracting opportunities, and withholding and/or forfeiture of compensation due on a contract. Should you decline this covenant, your firm/organization will not be allowed to submit an offer to the Metropolitan Government of Nashville and Davidson County. ..... Target Value <b>Yes, I so affirm</b> Type ..... Circle one from the response values below: Yes, I so affirm No, and are non-responsive
Affiant affirms that Contactor's employment practices are in compliance with applicable United States immigrations laws. M.C.L. 4.40.060. ..... Target Value <b>Yes, I so affirm</b>

<b>Affidavits</b>
Type ..... Circle one from the response values below: Yes, I so affirm No, and are non-responsive
It is a breach of ethical standards for a person to be retained, or to retain a person, to solicit or secure a Metro contract upon an agreement or understanding for a contingent commission, percentage, or brokerage fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business. After first being duly sworn according to law, the undersigned Affiant states that the Offeror has not retained anyone in violation of the foregoing. M.C.L. 4.48.080. ..... Target Value <b>Yes, I so affirm</b> Type ..... Circle one from the response values below: Yes, I so affirm No, and are non-responsive
By submission of this offer and in response to the solicitation, offeror(s) and each person signing on behalf of offeror(s) affirm, under penalty of perjury, that to the best of their knowledge and belief, neither the offeror(s), nor proposed subcontractors, subconsultants, partners and any joint venturers, are on the list created pursuant to the Tennessee Code Annotated &sect; 12-12-106 (Iran Divestment Act). Referenced website: <a href="https://www.tn.gov/content/dam/tn/generalservices/documents/cpo/cpo-library/public-information-library/List_of_persons_pursuant_to_Tenn._Code_Ann._12-12-106_Iran_Divestment_Act_updated_7.7.17.pdf">https://www.tn.gov/content/dam/tn/generalservices/documents/cpo/cpo-library/public-information-library/List_of_persons_pursuant_to_Tenn._Code_Ann._12-12-106_Iran_Divestment_Act_updated_7.7.17.pdf</a> . ..... Target Value <b>Yes, I so affirm</b> Type ..... Circle one from the response values below: Yes, I so affirm We cannot so affirm. Therefore, we attach a signed statement setting forth in detail the reasons for non-compliance.
Affiant affirms that should it be awarded a contract with the Metropolitan Government for a period of more than twelve (12) months and/or valued at over five hundred thousand (\$500,000) dollars, affiant shall be required to provide sexual harassment awareness and prevention training to its employees if those employees: Have direct interactions with employees of the Metropolitan Government through email, phone, or in-person contact on a regular basis; Have contact with the public such that the public may believe the contractor is an employee of the Metropolitan Government, including but not limited to a contractor with a phone number or email address associated with Metropolitan government or contractors with uniforms or vehicles bearing insignia of the Metropolitan Government; or Work on property owned by the metropolitan government. Such training shall be provided no later than (90) days of the effective date of the contract or (90) days of the employee's start date of employment with affiant if said employment occurs after the effective date of the contract. M.C.L. 2.230.020. ..... Target Value <b>Yes, I so affirm</b> Type ..... Circle one from the response values below: Yes, I so affirm No, and are non-responsive
Affiant affirms that offeror is and will remain in compliance with the provisions of Chapter 4.12 of the Metro Procurement Code and the contents of its offer as submitted. Affiant further affirms that offeror understands that failure to remain in such compliance shall constitute a material breach of its agreement with the Metropolitan Government. .....

<b>Affidavits</b>
<p>Target Value <b>Yes, I so affirm</b> Type</p> <p>.....</p> <p>Circle one from the response values below:  <input type="radio"/> Yes, I so affirm  <input type="radio"/> No, and are non-responsive</p>
<p>And Further Affiant Sayeth Not: Name of Company Officer:</p> <p>.....</p> <p>Target Value <b>Enter Name of Company Officer</b> Type</p> <p>.....</p> <p>Provide your answer below</p>
<p>Title:</p> <p>.....</p> <p>Target Value <b>Enter Officer Title</b> Type</p> <p>.....</p> <p>Provide your answer below</p>
<p>The provision of false information is a material breach.</p> <p>.....</p> <p>Target Value <b>Acknowledged</b> Type</p> <p>.....</p> <p>Circle one from the response values below:  <input type="radio"/> Acknowledged  <input type="radio"/> Our offer is non-responsive</p>
<p>If the principal officer cannot so attest, the offer will be determined non-responsive.</p> <p>.....</p> <p>Type <b>No Response Required</b></p>
<p><b>Construction Clauses</b></p> <p>Licensing Requirements Offeror must comply with all of the provisions of the Contractors Licensing Act of 1976 of the State of Tennessee, the same being set out in Tennessee Code Annotated, 62-6-101 et seq., and Section 62-6-119 as amended by 1997 Tennessee Public Act No. 153. Said Act and amendments are incorporated herein by reference. The prime contractor is required to be licensed whenever the total project is \$25,000 or more. In addition, contractors and subcontractor's performing the mechanical, plumbing, HVAC, electrical (including geothermal heating and cooling), and roofing must be licensed when their total portion is \$25,000 or more; with the exception of masonry subcontractors, and they are not required to supply license information until the total portion is \$100,000 (total cost includes materials and labor). Offeror must comply with all specific licensure requirements of the Tennessee Department of Environment and Conservations (TDEC). Failure to include the required licensure information will result in an offer being deemed nonresponsive. Acceptable State of Tennessee license classification(s) for the project include those identified below.</p> <p>.....</p>

Construction Clauses
<p><b>Type <b>No Response Required</b></b></p> <p>MU - Municipal and Utility Construction</p> <p>.....</p>
<p><b>Type <b>No Response Required</b></b></p> <p>Enter your Tennessee Contractor's License Classification(s) and any Sub-Classification(s) if you are not licensed at the full classification(s). The procuring Metro department will make the determination if this sub-classification(s) is appropriate for the solicitation. If they deem the sub-classification not appropriate for the solicitation, then the offer will be deemed nonresponsive.</p> <p>.....</p> <p>Type</p> <p>.....</p> <p>Provide your answer below</p>
<p>Enter your Tennessee Contractor's License ID Number</p> <p>.....</p> <p>Type</p> <p>.....</p> <p>Provide your answer below</p>
<p>Enter your Tennessee Contractor's License Expiration Date.</p> <p>.....</p> <p>Type</p> <p>.....</p> <p>Provide your answer below</p>
<p>Enter your Tennessee Contractor's License Monetary Limit</p> <p>.....</p> <p>Type</p> <p>.....</p> <p>Provide your answer below</p>
<p>Enter required licensing information for all subcontractors including name, classification(s), number, expiration date, and monetary limit.</p> <p>.....</p> <p>Type</p>



<b>Construction Clauses</b>
<p>.....</p> <p>Provide your answer below</p>
<p>Stormwater Management All activities performed under this solicitation and resulting contract/PO shall be conducted in full compliance with Metro Code of Law &amp;sect;&amp;sect; 15.64 et al (Stormwater Management) including &amp;sect;&amp;sect; 15.64.205 ( <a href="https://www.nashville.gov/Water-Services/Stormwater/Pollution-Prevention.aspx">https://www.nashville.gov/Water-Services/Stormwater/Pollution-Prevention.aspx</a> ). This requirement pertains to Unlawful/Prohibited Discharges to the Metro Storm Sewer System/Community Waters. It prohibits the discharge of &amp;quot;wastewater&amp;quot; and &amp;quot;non-stormwater&amp;quot; discharges such as wash water, process wastewater, etc. into the Municipal Storm Sewer System (MS4) or into Community Waters. Any questions relating these provisions should be routed to the Metro Water Services NPDES Office at (615) 880-2420. This requirement shall apply to all Metro construction projects in the service area, including areas outside Davidson County. Contractor shall bear responsibility for all of Contractor&amp;rsquo;s actions that cause Metro Water Services to violate project regulatory permits or Federal, State or local environmental regulations. Such permits and regulations may include, but are not limited to: U.S. Army Corps of Engineers 404 Permits TDEC Aquatic Resource Alteration Permits TDEC Construction General Permits Any State or Federal permits/approvals related to Threatened and Endangered Species Metro Individual NPDES permits Metro Code &amp;sect;15.64.205 - Metro Illicit Discharge Ordinance Metro Stormwater Management Manual Contractor&amp;rsquo;s responsibility shall include, but not be limited to, payment of all fines, assessments and/or civil penalties incurred due to Contractor&amp;rsquo;s work, actions, design or installation and payment for any mitigation measures required due to the violation and cleanup associated with any violation.</p> <p>.....</p> <p><b>Type No Response Required</b></p>
<p>Bonds A Payment and Performance Bond is required for a contract award exceeding \$100,000. The awarded firm shall submit a Payment Bond and a Performance Bond as a condition precedent to a contract or purchase order. Documentation of bonds shall be in a format acceptable to Metro.</p> <p>.....</p> <p><b>Type No Response Required</b></p>
<p>Liquidated Damages This construction project is subject to liquidated damages. Metro will suffer financial loss, in addition to any increased costs of completion of the project, if the project is not substantially complete within 90 calendar days and finally complete within 30 calendar days after substantial completion. Contractor and Contractor's Surety shall be liable for and shall pay for the loss of use. This payment is for liquidated damages and should not be considered a penalty. Contractor shall pay Metro \$2,100 for each calendar day exceeding the substantial completion date. Contractor shall pay Metro \$2,100 for each calendar day exceeding the final completion date.</p> <p>.....</p> <p><b>Type No Response Required</b></p>
<p>Sustainability It is the policy of Metro to finance, plan, design, construct, maintain, and decommission its facilities and buildings to be sustainable.</p> <p>.....</p> <p><b>Type No Response Required</b></p>
<p>Allowances/Contingencies If applicable, these amounts are determined and identified by Metro and should not be included in the SBE/SDV participation amounts submitted with your offer.</p> <p>.....</p> <p><b>Type No Response Required</b></p>
<p>Construction Workforce Development The Nashville Career Advancement Center (NCAC), a member of the Nashville Construction Readiness Partnership (NCRP), is an entity operated by the Middle Tennessee Workforce Board (MTWB), through an agreement with Metro. NCAC will serve as a required point of contact in the identification of available workers for construction projects where contractors will actively hire for both new and replacement employment opportunities. The goal of NCRP is to ensure that Metro</p>

<b>Construction Clauses</b>
<p>residents and low-income Metro residents are considered first for both new and replacement employment opportunities on Metro's construction projects. Working with the State of Tennessee, NCRP provides a searchable database to identify available skilled and unskilled construction workers. Employees searching for construction work will enter their information into this database. Offerors for this solicitation may search for needed workers by job classification and by residency. The State's Jobs4TN website is <a href="http://www.jobs4tn.gov">www.jobs4tn.gov</a>. Information on database use and helpdesk contact information can be found at NCAC's website: <a href="http://www.NCACworkforce.org">www.NCACworkforce.org</a> on the "Nashville Construction Readiness Partnership" page.</p> <p>.....</p> <p><b>Type No Response Required</b></p> <p>Drug Free Workplace Affidavit As a principal officer or agent, duly authorized to act on behalf of the firm submitting this offer, I submit this Affidavit pursuant to T.C.A. 50-9-114, stating that this firm has a drug-free workplace program that complies with Title 50, Chapter 9, of the Tennessee Code Annotated and we are in compliance with T.C.A. 50-9-114. Further, this firm, by its employment policy, standards, and practices, operates a drug-free workplace program or other drug or alcohol testing program similar, but no less stringent, than Metro's Drug-Free Workplace policy. By so stating, the offeror agrees that failure to satisfy this requirement is a material breach of contract and is subject to all legal claims and damages, termination of contract, and debarment for three years. Does your firm comply? If you select "No", your response may be deemed nonresponsive.</p> <p>.....</p> <p>Target Value <b>Yes, I so affirm</b></p> <p>Type</p> <p>.....</p> <p>Circle one from the response values below:</p> <p>Yes, I so affirm</p> <p>No, and are non-responsive</p>

#### 1.4 Attachments

Name	Data Type	Description
Online discussion question and response	File	Amendment 1
Bid Form	File	
Vicinity Sketch	File	
Specifications 5	File	
Specifications 4	File	
Specifications 3	File	
Subcontractor Form	File	
Metro Construction Purchase Order	File	
Drawings	File	
Specifications 2	File	
Specifications 1	File	

#### 1.5 Response Rules

*This negotiation is governed by all the rules displayed below.*

- Negotiation is restricted to invited suppliers
- Suppliers are allowed to view other suppliers' contract terms, notes and attachments
- Suppliers are allowed to respond to selected lines
- Suppliers are required to respond with full quantity on each line
- Suppliers are allowed to provide multiple responses
- Suppliers are allowed to submit Multiple Active Responses
- Allow Quote Withdrawal
- Buyer may close the negotiation before the Close Date
- Buyer may manually extend the negotiation while it is open
- Allow Alternate Lines on Supplier Responses

Allow Staggered Awarding

**2 Price Schedule****2.1 Line Information**

Display Rank As **1,2,3...**  
 Ranking **Price Only**

Line	Item, Rev	Target Quantity	Unit	Response Quantity	Unit Price	Amount	Promised Date
1 Subtotal		1	Dollars				
2 Allowance and Contingency		1	Dollars				

**2.2 Line Details****2.2.1 Line 1 Subtotal**

Category **70170000** Start Price (USD) **Not Specified**  
 Need-By Date **Not Specified** Target Price (USD) **Not Specified**  
 Ship-To Address **1 Metro Site Location |  
 1590  
 Reference Addr In  
 Solicitation  
 Nashville, TN 37210  
 United States**

**General**

Description	Target Value	Response Value
SBE/SDV Amount not Self Performed	\$	
SBE/SDV Amount Self Performed	\$	
Total SBE/SDV Amount	\$	
SBE/SDV Percentage not Self Performed	%	
SBE/SDV Percentage Self Performed	%	
Total SBE/SDV Percentage	%	

**2.2.2 Line 2 Allowance and Contingency**

Category	<b>70170000</b>	Start Price (USD)	<b>Not Specified</b>
Need-By Date	<b>Not Specified</b>	Target Price (USD)	<b>Not Specified</b>
Ship-To Address	<b>1 Metro Site Location   1590 Reference Addr In Solicitation Nashville, TN 37210 United States</b>		

**General**

Description	Target Value	Response Value
SBE/SDV Amount not Self Performed	\$	
SBE/SDV Amount Self Performed	\$	
Total SBE/SDV Amount	\$	
SBE/SDV Percentage not Self Performed	%	
SBE/SDV Percentage Self Performed	%	
Total SBE/SDV Percentage	%	

**Contract Terms and Conditions**

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## Terms and Conditions

### METRO TERMS AND CONDITIONS

#### Terms and Conditions

The following terms and conditions are non-negotiable for PO's originating from departmental quotes and PO's issued in response to Invitations to Bid (ITB) or Requests for Proposals (RFP) where no formal contract was developed. If the PO is issued as a release against a filed contract, the contract's terms and conditions shall govern. Otherwise, the submission of a bid or proposal is a formal acceptance by Supplier of Metro's Terms and Conditions.

1. **GENERAL:** The terms and conditions of this PO must not be changed by Supplier. If the PO, in response to the solicitation, is not acceptable, return the PO to Metro's Procurement Division. Failure to deliver or to comply with any of the terms and conditions of this PO or any contract upon which this purchase order is based, may disqualify Supplier, and may result in the cancellation of this PO, solicitation or contract and damages being charged to the Supplier. Suspension and Debarment may also be determined by the Purchasing Agent to be warranted.
2. **QUALITY:** All goods or services furnished pursuant to this PO must be specified, and subject to the approval and inspection of Metro within a reasonable time after delivery at destination. Variations in goods or services from those specified in this PO must not be made without written authority from the Purchasing Agent. Goods rejected will be returned at Supplier's risk and expense.
3. **QUANTITY PRICE:** The quantity of goods or services ordered or the price specified must not be exceeded without authority from the Purchasing Agent. **No industry standard of 'plus or minus X%' will be honored unless permitted in the solicitation and the offer in response to the Metro solicitation.**
4. **PACKAGING:** Damage to any goods received will result in rejection of the shipment. The goods will not be returned unless supplier assumes return shipment expenses. Packages must be marked plainly with shipper's name and appropriate PO number. **No charges shall be allowed for boxing or crating unless previously agreed upon in writing.**
5. **DELIVERY:** All goods must be shipped **F.O.B. Destination, Freight Prepaid by Seller, Inside Delivery** unless otherwise specified in the response offer to the Metro solicitation, contract or this PO. **Supplier assumes all risks and responsibility for freight charges, bears the freight expense, owns the goods in transit, and files transportation claims if warranted.** Metro will pay no freight or expense charges except by previous agreement in writing. Deliveries must be affected within the time stated on the solicitation, contract or purchase order. Deliveries shall be made between 8 a.m. and 4 p.m. Monday through Friday unless otherwise stated in the solicitation, contract or PO. In case of default by Supplier, Metro may procure the goods or services covered by this PO from other sources and hold Supplier responsible for any excess expense incurred.
6. **PAYMENT:** All payments are made by established ACH. To ensure timely receipt of payment, clearly reference the PO number on the invoice. Only one PO number may be referenced on an invoice. If there are multiple shipments or multiple milestone payments on a PO, there may be multiple invoices referencing the same PO number.
7. **PROPER INVOICE:** For an invoice to be a proper invoice, the requirements shall be set forth in the contract governing the purchase; however, no invoice submitted by Supplier shall be considered a proper invoice unless the invoice is an original invoice, is delivered to Metro in accordance with the PO, correlates to the PO under which the purchase was made, and sets forth the following additional information:

- o The Name of the business organization that is cited in Metro's PO;
  - o The Date of the PO preparation;
  - o Identifying invoice number;
  - o Supplier's federal identification number;
  - o Description of the goods, services, or property provided to Metro;
  - o Metro's part or item number for each item or part delivered;
  - o Delivery terms stated on Metro's PO;
  - o Location and date of delivery of the goods, services, or property to Metro;
  - o Quantity of the goods, services, or property provided to Metro referencing the same unit of measure as Metro's PO;
  - o Unit price of the goods, services, or property provided to Metro matching the unit price on Metro's PO;
  - o Additional shipping costs or fuel surcharges if permitted in the solicitation, provided in the bid response, and included in the line descriptions of the PO.
  - o Extended total price of the goods, services, or property provided to Metro based on the PO unit(s) of measure; and
  - o Applicable discounts.
8. SUPPLIER SELF-SERVICE: Supplier self-service is provided for the ACH payments. It is the Supplier's responsibility to access Metro's supplier self-service website.
  9. ASSIGNMENT: Supplier shall not assign, transfer, convey or otherwise dispose of the PO, or the right, title or interest in or to the same of any part thereof, without the prior written consent of Metro, and Supplier shall not assign by power of attorney or otherwise any of the moneys to become due and payable under the PO. Breach of this provision shall be a material breach.
  10. CONTINUOUS SUPPLY: It is understood that it is necessary for Metro to have a continuous and uninterrupted flow of supplies and materials and Supplier must furnish and make the deliveries accordingly.
  11. LEGAL COMPLIANCE: The PO is subject to all Charter and Code provisions of Metro. It is hereby agreed that the provisions of all ordinances and resolutions of Metro relating to Suppliers are hereby made a part of the PO.
  12. CANCELATION: Should Supplier fail to fulfill, in a timely and proper manner, its obligations under the PO, or if it should violate any of the terms of the PO, Metro shall have the right to immediately cancel the PO. Metro may cancel the PO at any time, with or without cause, upon sixty (60) days' written notice to Supplier. Should funding for the PO be discontinued, Metro shall have the right to cancel the PO.
  13. POSSIBLE CURE: Metro, at its option, and in lieu of immediate cancellation, may request that Supplier repair or replace any defective goods by written notice to Supplier. In that event, Supplier shall repair or replace the defective good(s) within thirty (30) days. Exercise of this option shall not relieve Supplier of any liability to Metro for damages sustained by virtue of Supplier's breach.
  14. PO CHANGE: The PO may be modified only by PO change amendment executed by all parties. All change orders, where required, shall be executed in accordance with '4.24.020 of the Metropolitan Code of Laws.
  15. REMEDY: No waiver of any provision of the PO shall affect the right of any party thereafter to enforce such revision of to exercise any right or remedy available to it in the event of any other default.
  16. ATTORNEY FEES: Supplier agrees that, in the event either party deems it necessary to take legal action to enforce all provisions of the PO, and in the event Metro prevails, Supplier shall pay all expenses of such action including Metro's attorney fees, expert fees, and costs at all stages of the legal action.
  17. ENTIRE PO: The PO sets forth the entire agreement between the parties with respect to the subject matter hereof and shall govern the respective duties and obligations of the parties unless the PO is a release against



- an existing contract, in which case the Contract Terms and Conditions shall prevail.
18. **GOVERNING LAW:** The validity, construction, and effect of the PO, and any and all extensions and/or modifications thereof shall be governed by the laws of the State of Tennessee. Venue in any action arising under this PO shall be Davidson County, Tennessee.
  19. **SEVERABILITY:** Should any provision of the PO be declared to be invalid by any court of competent jurisdiction, such provision shall be severed and shall not affect the validity of the remaining provisions of the PO.
  20. **ANTI-TRUST:** Supplier, in determining the prices and/or amounts of this PO, shall not collude with any other person, firm, corporation, or association in arriving at said prices and/or amounts or in any way violate the terms, conditions, and/or spirit of the provisions of 15 U.S.C. 1 through 7 (Sherman Anti-Trust Act).
  21. **ADMINISTRATIVE RIGHTS:** Supplier is entitled to protest to the Purchasing Agent if it is aggrieved in connection with the solicitation or award of a PO. Metropolitan Code of Law (M.C.L.) "4.36.010. Supplier also has the right to appeal the decision of the Purchasing Agent to the Procurement Appeals Board. M.C.L. "4.36.110. This appeal must be filed within seven (7) days of receipt of the Purchasing Agent's decision. M.C.L. "4.36.120.
  22. **SUSPENSION &/or DEBARMENT:** Supplier may appeal the decision of the Purchasing Agent to debar or suspend Supplier from consideration for award of POs or contracts. Metropolitan Code section(s) 4.36.120. This appeal must be filed within thirty (30) days of receipt of the Purchasing Agent's decision.
  23. **INDEMNIFICATION:** Supplier agrees to indemnify and hold the Metropolitan Government, its officers, agents, and/or employees harmless from and against any and all lawsuits, damages, and expenses, including court costs, expert fees, and attorney's fees, by reason of any claim and/or liability imposed, claimed, and/or threatened against the Metropolitan Government, its officials, agents, and/or employees for damages because of bodily injury, death, and/or property damages arising out of or in consequence of this purchase order to the extent that such bodily injuries, death, and/or property damages are attributable to the acts or omissions of the Supplier and/or the Supplier's officers, agents, and/or employees.
  24. **AFFIRMATIONS:** Supplier, by accepting and honoring this purchase order, makes the following affirmative declaration and statement as of the date said purchase order is honored, to wit:
    - o Taxes and Licensure. Supplier states that Supplier has all applicable licenses, including business licenses. Affiant states that Supplier is current on its payment of all applicable gross receipt taxes and personal property taxes. M.C.L. '4.20.065.
    - o Nondiscrimination. Supplier 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 race, creed, color, national origin, age or sex, and are not in violation of, and will not violate, any applicable laws concerning the employment of individuals with disabilities. With regard to all aspects of this PO, Supplier certifies and warrants it will comply with this policy. M.C.L. '4.28.020.
    - o Employment Requirement. Supplier declares that neither the prime, subcontractors, sub-consultants, nor providers of day laborers, employ any person who is not a legal resident of the United States. Any contractor who knowingly violates the provisions of this section is subject to debarment or suspension. M.C.L. 4.40.060.
    - o Contingent Fees. It is a breach of ethical standards for a person to be retained, or to retain a person, to solicit or secure a Metro contract upon an agreement or understanding for a contingent commission, percentage, or brokerage fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business. The Supplier affirms that they have not retained anyone in violation of the foregoing. M.C.L. '4.48.080.
  25. **IRAN DIVESTMENT ACT:** In accordance with the Iran Divestment Act, Tennessee Code Annotated ' 12-12-101 et seq., CONTRACTOR certifies that to the best of its knowledge and belief,

neither CONTRACTOR nor any of its subcontractors are on the list created pursuant to Tennessee Code Annotated ' 12-12-106. Misrepresentation may result in civil and criminal sanctions, including contract termination, debarment, or suspension from being a contractor or subcontractor under METRO contracts.