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# REQUEST FOR PROPOSALS

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**Job Order Contracting Services**

**RFP SBC NUMBER:  
366/009-01-2025**

**Middle Tennessee State University**



**Release Date: March 14, 2025**

**REQUEST FOR PROPOSALS**

**for**

**Job Order Contracting Services**

**RFP SBC NUMBER: 366/009-01-2025**

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## 1. INTRODUCTION

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The State of Tennessee, Middle Tennessee State University (MTSU), hereinafter referred to as the "Owner" or the "State," has issued this Request for Proposals ("RFP") to define minimum service requirements; solicit proposals; detail proposal requirements; and, outline the Owner's process for evaluating proposals and selecting a contractor to provide the needed service.

Through this RFP, the Owner seeks to buy the best services at the most favorable, competitive prices and to give ALL qualified businesses, including those that are owned by minorities, women, Tennessee service-disabled veterans, and small business enterprises, opportunity to do business with the Owner as contractors and subcontractors.

### 1.1. Statement of Procurement Purpose

The purpose of this RFP is to secure a contract for Job Order Contracting ("JOC") Services through which construction, repair, renovation, alteration and maintenance projects can be achieved at MTSU facilities and buildings. The contracts for JOC Services are issued under authority of the State Building Commission ("SBC") and all SBC policy and procedures will apply to projects established under the resulting contracts.

### 1.2. Expectations and Objectives

JOC is a method of contracting for facility construction services (construction, repair, renovation, alternation and maintenance projects) with an indefinite quantity of deliverable services for which cost estimates are provided by one General Contractor ("GC") who then either self-performs or subcontracts the performance of the requested work. Specific services will be requested and performed under a "Job Order" system pursuant to the Contract. It is expected that the use of the JOC will enable the State to move quickly on construction work to be performed. It is anticipated that the JOC will be most frequently used for construction projects with a Guaranteed Maximum Pricing ("GMP") of between \$250,000.00 and \$1,500,000.00 per Job Order. Allowable total project cost can be up to, but not exceed \$3,000,000.00.

For all work that is self-performed, the GC shall be required to document and submit GMP estimates, based on the scope provided for each Job Order. The GC shall use cost estimation software, which interfaces with the R.S. Means Database and also incorporates local market conditions, or competitive pricing obtained from subcontractors to prepare such estimates. Payment to the GC for such work, however, will be based on actual cost plus fee. The GC must make reasonable efforts to obtain a minimum of three (3) trade bids for all work that will be performed by a subcontractor to the GC. If three (3) trade bids cannot be obtained, the GC shall provide documentation of its attempts to do so to the Owner.

### 1.3. Estimated Potential Value of Work

The total value of work performed, under the JOC, cannot exceed Seven Million Five Hundred Thousand Dollars (\$7,500,000.00) for the three-year term unless the maximum liability of the Contract is increased by an amendment. Job Order

### 1.4. Scope of Service, Contract Period, & Required Terms and Conditions

The RFP Attachment 6.6., *Pro Forma* Contract details the State's required:

- Scope of Services and Deliverables (Section A);

- Contract Period (Section B);
- Payment Terms (Section C);
- Standard Terms and Conditions (Section D); and,
- Special Terms and Conditions (Section E).

The *Pro Forma* Contract substantially represents the contract document that the successful Proposer must sign. However, Proposers may suggest alternate language to be included in the resulting Contract (refer to RFP Attachment 6.2., Section B.16).

#### 1.5. **Nondiscrimination**

No person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of a Contract pursuant to this RFP or in the employment practices of the Contractor on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Contractor pursuant to this RFP shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

#### 1.6. **RFP Communications**

- 1.6.1. The Owner has assigned the following RFP identification number that must be referenced in all communications regarding this RFP:

**RFP SBC # 366/009-01-2025**

- 1.6.2. **Unauthorized contact about this RFP with employees or officials of the State of Tennessee except as detailed below may result in disqualification from consideration under this procurement process.**

- 1.6.2.1. Potential proposers should direct communications relating to this RFP to the following person designated as the RFP Coordinator.

Jamie Brewer  
 MTSU – Campus Planning  
 1301 E. Main Street  
 Murfreesboro, TN 37132 Box#44  
 Phone: (615) 898-2307  
 Email: [jamie.brewer@mtsu.edu](mailto:jamie.brewer@mtsu.edu)

- 1.6.2.2. Notwithstanding the foregoing, potential proposers may contact:

- a. staff of the Governor's Office of Diversity Business Enterprise for assistance available to minority-owned, women-owned, and small businesses as well as general, public information relating to this RFP; and
- b. the following individual designated by the State to coordinate compliance with the nondiscrimination requirements of the State of Tennessee, Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, and associated federal regulations:

Marian Wilson  
 Office of Institutional Equity and Compliance  
 Cope Administration Building – Suite 116  
 Murfreesboro, TN 37132  
 Phone: (615) 898-2185  
 Email: [marian.wilson@mtsu.edu](mailto:marian.wilson@mtsu.edu)

- 1.6.3. Only the Owner's official, written responses and communications will be binding with regard to this RFP. The Owner will consider oral communications of any type to be unofficial and non-binding.
- 1.6.4. Potential proposers must ensure that the Owner receives all written comments, including questions and requests for clarification, no later than the Written "Questions & Comments" Deadline detailed in the RFP Section 2, Schedule of Events.
- 1.6.5. Proposers must assume the risk of the method of dispatching any communication or proposal to the Owner. The Owner assumes no responsibility for delays or delivery failures resulting from the method of dispatch. Actual or digital "postmarking" of a communication or proposal to the Owner by a specified deadline date will not substitute for the Owner's actual receipt of a communication or proposal.
- 1.6.6. The Owner will convey all official responses and communications related to this RFP to the potential proposers from whom the Owner has received a Notice of Intent to Propose (refer to RFP Section 1.10.).
- 1.6.7. The Owner reserves the right to determine, at its sole discretion, the method of conveying official, written responses and communications related to this RFP. Such written communications may be transmitted by mail, hand-delivery, electronic mail, or any other means deemed reasonable by the Owner.
- 1.6.8. The Owner reserves the right to determine, at its sole discretion, the appropriate and adequate responses to written comments, questions, and requests related to this RFP. The Owner's official, written responses will constitute an amendment of this RFP.
- 1.6.9. Any data or factual information provided by the Owner (in this RFP, an RFP amendment or any other communication relating to this RFP) is for informational purposes only. The Owner will make reasonable efforts to ensure the accuracy of such data or information; however, it is within the discretion of Proposers to independently verify any information before relying thereon.

**1.7. Assistance to Proposers With a Handicap or Disability**

Potential proposers with a handicap or disability may receive accommodation relating to the communication of this RFP and participating in the RFP process. Potential proposers may contact the RFP Coordinator to request such reasonable accommodation no later than the Disability Accommodation Request Deadline detailed in the RFP Section 2, Schedule of Events.

**1.8. Proposer Required Review & Waiver of Objections**

- 1.8.1. Each potential proposer must carefully review this RFP, including but not limited to, attachments, the RFP Attachment 6.6., *Pro Forma* Contract, and any amendments, for questions, comments, defects, objections, or any other matter requiring clarification or correction (collectively called "questions and comments").
- 1.8.2. Any potential proposer having questions and comments concerning this RFP must provide such in writing to the Owner no later than the Written "Questions & Comments" Deadline detailed in the RFP Section 2, Schedule of Events.
- 1.8.3. Protests based on any objection shall be considered waived and invalid if the objection has not been brought to the attention of the Owner, in writing, by the Written "Questions & Comments" Deadline.

**1.9. Pre-Proposal Conference**

A Pre-Proposal Conference will be held at the time and date detailed in the RFP Section 2, Schedule of Events.

**Attendance at the Pre-Proposal Conference is not mandatory, but strongly encouraged of all proposers.**

The conference will be held at:

Middle Tennessee State University  
Holmes Building – Conference Room RM 111

836 Champion Way  
Murfreesboro, TN 37132

The purpose of the conference is to discuss the RFP scope of services. The Owner will entertain questions; however, potential proposers must understand that the Owner's response to any question at the Pre-Proposal Conference shall be tentative and non-binding. Potential proposers should submit questions concerning the RFP in writing and must submit them prior to the Written "Questions & Comments" Deadline date detailed in the RFP Section 2, Schedule of Events. The Owner will send the official response to questions to potential proposers as indicated in RFP Section 1.5.6. and on the date detailed in the RFP Section 2, Schedule of Events.

#### 1.10. **Notice of Intent to Propose**

Before the Notice of Intent to Propose Deadline detailed in the RFP Section 2, Schedule of Events, potential proposers should submit to the RFP Coordinator a Notice of Intent to Propose (in the form of a simple e-mail or other written communication). Such notice should include the following information:

- the business or individual's name (as appropriate)
- a contact person's name and title
- the contact person's mailing address, telephone number, facsimile number, and e-mail address

**A Notice of Intent to Propose creates no obligation and is not a prerequisite for making a proposal, however, it is necessary to ensure receipt of any RFP amendments or other notices and communications relating to this RFP.**

#### 1.11. **Proposal Deadline**

A Proposer must ensure that the Owner receives a proposal no later than the Proposal Deadline time and date detailed in the RFP Section 2, Schedule of Events. A proposal must respond, as required, to this RFP (including its attachments) as may be amended. The Owner will not accept late proposals, and a Proposer's failure to submit a proposal before the deadline will result in disqualification of the proposal.

## 2. **RFP SCHEDULE OF EVENTS**

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2.1. The following RFP Schedule of Events represents the Owner's best estimate for this RFP.

EVENT	TIME (central time zone)	DATE (all dates are state business days)
1. Owner issues RFP		March 14, 2025
2. Disability Accommodation Request Deadline	2:00 p.m.	March 19, 2025
3. Pre-proposal Conference – <b>Microsoft Teams</b> <a href="#">Need help?</a> <a href="#">Join the meeting now</a> Meeting ID: 243 916 536 276 Passcode: M7ms62s5	2:00 p.m.	March 26, 2025
<b>Dial in by phone</b> <a href="#">+1 615-988-5047,,702715841#</a> United States, Nashville <a href="#">Find a local number</a> Phone conference ID: 702 715 841# For organizers: <a href="#">Meeting options</a>   <a href="#">Reset dial-in PIN</a> Or Request TEAMS Meeting Invitation from RFP Coordinator: jamie.brewer@mtsu.edu		
4. Notice of Intent to Propose Deadline		April 4, 2025
5. Written “Questions & Comments” Deadline	11:00 a.m.	April 7, 2025
6. Owner Response to Written “Questions & Comments”		April 11, 2025
<b>7. Proposal Deadline</b>	<b>2:00 p.m.</b>	<b>April 23 2025</b>
8. Owner Completion of Technical Proposal Evaluations		May 14, 2025
9. Owner Opening & Scoring of Cost Proposals for JOC Contract		May 14, 2025
10. State Evaluation Notice Released and RFP Files Opened for Public Inspection	2:00 p.m.	TBD
11. State Building Commission Review and Approval of Proposer Contract for JOC		June 12, 2025
12. Contract Signing for JOC		TBD
13. Contractor Contract Signature Deadline for JOC		TBD

- 2.2. **The Owner reserves the right, at its sole discretion, to adjust the RFP Schedule of Events as it deems necessary.** Any adjustment of the Schedule of Events shall constitute an RFP amendment, and the Owner will communicate such to potential proposers from whom the Owner has received a Notice of Intent to Propose (refer to section 1.10.).

### 3. PROPOSAL REQUIREMENTS

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#### 3.1. Proposal Form

A response to this RFP must consist of two parts, a Technical Proposal and a Cost Proposal.

- 3.1.1. **Technical Proposal.** The RFP Attachment 6.2., Technical Proposal & Evaluation Guide details specific requirements for making a Technical Proposal in response to this RFP. The guide includes mandatory requirement items, general qualifications and experience items, and technical qualifications, experience, and approach items all of which must be addressed with a written response and, in some instances, additional documentation.

**NOTICE: A technical proposal must not include any pricing or cost information related to this project. If any pricing or cost information amounts related to this project are included in any part of the technical proposal, the Owner may deem the proposal to be non-responsive and reject it.**

- 3.1.1.1. A Proposer must use the RFP Attachment 6.2., Technical Proposal & Evaluation Guide to organize, reference, and draft the Technical Proposal by duplicating the attachment, adding appropriate proposal page numbers as required, and using the guide as a table of contents covering the Technical Proposal.
- 3.1.1.2. A proposal should be economically prepared, with emphasis on completeness and clarity. A proposal, as well as any reference material presented, must be written in English and must be written on standard 8 ½" x 11" pages (although oversize exhibits are permissible). All proposal pages must be numbered.
- 3.1.1.3. All information and documentation included in a Technical Proposal should respond to or address a specific requirement detailed in the RFP Attachment 6.2., Technical Proposal & Evaluation Guide. All information must be incorporated into a response to a specific requirement and clearly referenced. Any information not meeting these criteria will be deemed extraneous and will not contribute to evaluations.
- 3.1.1.4. The Owner may determine a proposal to be non-responsive and reject it if:
- a. the Proposer fails to organize and properly reference the Technical Proposal as required by this RFP and the RFP Attachment 6.2., Technical Proposal & Evaluation Guide; or
  - b. the Technical Proposal document does not appropriately respond to, address, or meet all of the requirements and proposal items detailed in the RFP Attachment 6.2., Technical Proposal & Evaluation Guide.
- 3.1.2. **Cost Proposal.** A Cost Proposal shall be recorded on an exact duplicate of the RFP Attachment 6.3.a., Cost Proposal & Scoring Guide

**NOTICE: If a proposer fails to submit a cost proposal exactly as required, the Owner may deem the proposal to be non-responsive and reject it.**

- 3.1.2.1. A Proposer shall only record the proposed cost exactly as required by the RFP Attachment 6.3.a., Cost Proposal & Scoring Guide, and shall NOT record any other rates, amounts, or information.



- 3.1.2.2. The proposed cost shall incorporate ALL costs for services under the contract for the total contract period.
- 3.1.2.3. A Proposer must sign and date the Cost Proposal.
- 3.1.2.4. A Proposer must submit the Cost Proposal to the State in a sealed package separate from the Technical proposal (as detailed in RFP Sections 3.2.3., *et seq.*).

### 3.2. Proposal Delivery

A Proposer must provide a proposal in response to this RFP as detailed below. The State will not accept a proposal delivered by any other method.

- 3.2.1. A Proposer must ensure that both the original Technical Proposal and Cost Proposal(s) documents meet all form and content requirements detailed within this RFP for such proposals including but not limited to required signatures.
- 3.2.2. A Proposer must submit original Technical Proposal and Cost Proposal documents and copies as specified below.

- 3.2.2.1. Four (4) original Technical Proposal paper document labeled:

**“RFP SBC# 366/009-01-2025 TECHNICAL PROPOSAL ORIGINAL”**

and six (6) copies of the Technical Proposal each in the form of one (1) digital document in “PDF” format properly recorded on its own otherwise blank, or USB flash drive:

**“RFP SBC# 366/009-01-2025 TECHNICAL PROPOSAL COPY”**

The digital copies should not include copies of sealed customer references, however any other discrepancy between the paper Technical Proposal document and any digital copies may result in the State rejecting the proposal as non-responsive.

- 3.2.2.2. Four (4) original Cost Proposal paper document labeled:

**“RFP SBC# 366/009-01-2025 COST PROPOSAL ORIGINAL –.”**

and one (1) copy in the form of a digital document in “PDF” format properly recorded on a separate, or USB flash drive labeled: “RFP SBC#366/009-01-2025 JOC Cost Proposal”

In the event of a discrepancy between the original Cost Proposal document and the digital copy, the original, signed document will take precedence.

- 3.2.3. A Proposer must separate, seal, package, and label the documents and media for delivery as follows.

- 3.2.3.1. The Technical Proposal original document and one (1) USB Flash drive must be placed in a sealed package that is clearly labeled:

**“DO NOT OPEN... RFP SBC# 366/009-01-2025 TECHNICAL PROPOSAL FROM MIDDLE TENNESSEE STATE UNIVERSITY”**

- 3.2.3.2. The Cost Proposal(s) original document and USB Flash drive must be placed in a separate, sealed package that is clearly labeled:

**“DO NOT OPEN... RFP SBC# 366/009-01-2025 COST PROPOSAL – MTSU JOC - FROM MIDDLE TENNESSEE STATE UNIVERSITY”**

- 3.2.3.3. The separately, sealed Technical Proposal and Cost Proposal(s) components may be enclosed in a larger package for mailing or delivery, provided that the outermost package is clearly labeled:

**“RFP SBC# 366/009-01-2025 SEALED TECHNICAL PROPOSAL & SEALED COST PROPOSAL FROM MIDDLE TENNESSEE STATE UNIVERSITY”**

- 3.2.4. A Proposer must ensure that the Owner receives a proposal in response to this RFP no later than the Proposal Deadline time and date detailed in the RFP Section 2, Schedule of Events at the following address:

Jamie Brewer  
Campus Planning  
836 Champion Way  
Murfreesboro, TN 37132  
Holmes Office Building 105

### 3.3. Proposal & Proposer Prohibitions

- 3.3.1. A proposal shall not include the Proposer’s own contract terms and conditions, except as specifically requested in RFP Attachment 6.2, Section B.16. If a proposal contains such terms and conditions, the Owner, at its sole discretion, may determine the proposal to be a non-responsive counteroffer and reject it.
- 3.3.2. A proposal shall not restrict the rights of the Owner or otherwise qualify either the offer to deliver services as required by this RFP or the Cost Proposal. If a proposal restricts the rights of the Owner or otherwise qualifies either the offer to deliver services as required by this RFP or the Cost Proposal, the Owner, at its sole discretion, may determine the proposal to be a non-responsive counteroffer and reject it.
- 3.3.3. A proposal must not propose alternate services (*i.e.*, offer services different from those requested and required by this RFP). The Owner may consider a proposal of alternate services to be non-responsive and reject it.
- 3.3.4. A Cost Proposal shall not result from any collusion between Proposers. The Owner will reject any Cost Proposal that was not prepared independently without collusion, consultation, communication, or agreement with any other Proposer. Regardless of the time of detection, the Owner will consider any such actions to be grounds for proposal rejection or contract termination.
- 3.3.5. A Proposer shall not provide, for consideration in this RFP process or subsequent contract negotiations, incorrect information that the Proposer knew or should have known was materially incorrect. If the State determines that a Proposer has provided such incorrect information, the Owner will deem the Proposer’s proposal non-responsive and reject it.
- 3.3.6. A Proposer shall not submit more than one Technical Proposal and one Cost Proposal in response to this RFP. If a Proposer submits more than one Technical Proposal or more than one Cost Proposal, the Owner may deem all of the proposals non-responsive and reject them.
- 3.3.7. A Proposer shall not submit a proposal as a prime contractor while also permitting one or more other Proposers to offer the Proposer as a subcontractor in their own proposals. Such may result in the disqualification of all Proposers knowingly involved. This restriction does not, however,

prohibit different Proposers from offering the same subcontractor as a part of their proposals (provided that the subcontractor does not also submit a proposal as a prime contractor).

3.3.8. A Proposer must not be (and the Owner will not award a contract to):

- a. an individual who is, or within the past six months has been, an employee of the State of Tennessee or who is a volunteer member of a State board or commission that votes for, lets out, oversees, or in any manner superintends the services being procured in this RFP;
- b. a company, corporation, or any other contracting entity in which an ownership of two percent (2%) or more is held by an individual who is, or within the past six months has been, an employee of the State of Tennessee (this will not apply either to financial interests that have been placed into a "blind trust" arrangement pursuant to which the employee does not have knowledge of the retention or disposition of such interests or to the ownership of publicly traded stocks or bonds where such ownership constitutes less than 2% of the total outstanding amount of the stocks or bonds of the issuing entity);
- c. a company, corporation, or any other contracting entity which employs an individual who is, or within the past six months has been, an employee of the State of Tennessee in a position that would allow the direct or indirect use or disclosure of information, which was obtained through or in connection with his or her employment and not made available to the general public, for the purpose of furthering the private interest or personal profit of any person; or,
- d. any individual, company, or other entity involved in assisting the State in the development, formulation, or drafting of this RFP or its scope of services (such person or entity being deemed by the State as having information that would afford an unfair advantage over other Proposers).

For the purposes of applying the requirements of this RFP subsection 3.3.8., the State will deem an individual to be an employee of the State of Tennessee until such time as all compensation for salary, termination pay, and annual leave has been paid, but the term "employee of the State of Tennessee" shall not include individuals performing volunteer services for the State of Tennessee.

3.4. **Proposal Errors & Revisions**

A Proposer is liable for any and all proposal errors or omissions. A Proposer will not be allowed to alter or revise proposal documents after the Proposal Deadline time and date detailed in the RFP Section 2, Schedule of Events unless such is formally requested, in writing, by the State.

3.5. **Proposal Withdrawal**

A Proposer may withdraw a submitted proposal at any time before the Proposal Deadline time and date detailed in the RFP Section 2, Schedule of Events by submitting a written request signed by an authorized Proposer representative. After withdrawing a proposal, a Proposer may submit another proposal at any time before the Proposal Deadline.

3.6. **Proposal of Additional Services**

If a proposal offers services in addition to those required by and described in this RFP, the Owner, at its sole discretion, may add such services to the contract awarded as a result of this RFP. Notwithstanding the foregoing, a Proposer must not propose any additional cost amount(s) or rate(s) for additional services. Regardless of any additional services offered in a proposal, the Proposer's Cost Proposal must only record the proposed cost as required in this RFP and must not record any other rates, amounts, or information.

**NOTICE: If a Proposer fails to submit a Cost Proposal exactly as required, the Owner may deem the proposal non-responsive and reject it.**

**3.7. Proposal Preparation Costs**

The Owner will not pay any costs associated with the preparation, submittal, or presentation of any proposal.

## **4. GENERAL CONTRACTING INFORMATION & REQUIREMENTS**

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### **4.1. RFP Amendment**

The Owner reserves the right to amend this RFP at any time, provided that it is amended in writing. However, prior to any such amendment, the Owner will consider whether it would negatively impact the ability of potential proposers to meet the proposal deadline and revise the RFP Schedule of Events if deemed appropriate. If an RFP amendment is issued, the Owner will convey it to potential proposers who submitted a Notice of Intent to Propose (refer to RFP Section 1.9.). A proposal must respond, as required, to the final RFP (including its attachments) as may be amended.

### **4.2. RFP Cancellation**

The Owner reserves the right, at its sole discretion, to cancel or to cancel and reissue this RFP in accordance with applicable laws and regulations.

### **4.3. Owner Right of Rejection**

4.3.1. Subject to applicable laws and regulations, the Owner reserves the right to reject, at its sole discretion, any and all proposals.

4.3.2. The Owner may deem as non-responsive and reject any proposal that does not comply with all terms, conditions, and performance requirements of this RFP. Notwithstanding the foregoing, the Owner reserves the right to waive, at its sole discretion, a proposal's minor variances from full compliance with this RFP. If the Owner waives variances in a proposal, such waiver shall not modify the RFP requirements or excuse the Proposer from full compliance with such, and the Owner may hold any resulting Contractor to strict compliance with this RFP.

### **4.4. Assignment & Subcontracting**

4.4.1. The Contractor may not subcontract, transfer, or assign any portion of the Contract awarded as a result of this RFP without prior approval of the Owner. The Owner reserves the right to refuse approval, at its sole discretion, of any subcontract, transfer, or assignment.

4.4.2. If a Proposer intends to use subcontractors who proposer has already identified, the proposal in response to this RFP should specifically identify the scope and portions of the work each subcontractor will perform (refer to RFP Attachment 6.2., Section B, General Qualifications & Experience Item B.14.).

4.4.3. Subcontractors identified within a proposal in response to this RFP will be deemed as approved by the Owner unless the Owner expressly disapproves one or more of the proposed subcontractors prior to signing the Contract. However, specific subcontractors need not be listed.

4.4.4. Notwithstanding any Owner approval relating to subcontracts, the Contractor resulting from this RFP will be the prime contractor and will be responsible for all work under the Contract.

### **4.5. Right to Refuse Personnel**

The Owner reserves the right to refuse, at its sole discretion and notwithstanding any prior approval, any personnel of the prime contractor or a subcontractor providing service in the performance of a contract resulting from this RFP. The Owner will document in writing the reason(s) for any rejection of personnel.

### **4.6. Insurance**

At any time, the Owner may require the Contractor resulting from this RFP to provide a valid Certificate of Insurance indicating current insurance coverage meeting minimum requirements as may be specified by

this RFP. A failure to provide said documentation will be considered a material breach and grounds for contract termination.

#### **4.7. Licensure**

- 4.7.1. All persons, agencies, firms, or other entities that provide legal or financial opinions, which a Proposer provides for consideration and evaluation by the Owner as a part of a proposal in response to this RFP, shall be properly licensed to render such opinions.
- 4.7.2. Before the Contract resulting from this RFP is signed, the apparent successful Proposer (and Proposer employees and subcontractors, as applicable) must hold all necessary, appropriate business and professional licenses to provide service as required. The Owner may require any Proposer to submit evidence of proper licensure.

#### **4.8. Disclosure of Proposal Contents**

- 4.8.1. Each proposal and all materials submitted to the Owner in response to this RFP become the property of the State of Tennessee. Selection or rejection of a proposal does not affect this right. By submitting a proposal, a Proposer acknowledges and accepts that the full proposal contents and associated documents will become open to public inspection in accordance with the laws of the State of Tennessee.
- 4.8.2. The Owner will hold all proposal information, including both technical and cost information, in confidence during the evaluation process. Notwithstanding the foregoing, a list of actual Proposers submitting timely proposals may be available to the public, upon request, after technical proposals are opened.
- 4.8.3. Upon completion of proposal evaluations, indicated by public release of an Evaluation Notice, the proposals and associated materials will be open for review by the public in accordance with *Tennessee Code Annotated*, Section 10-7-504(a)(7).

#### **4.9. Contract Approval and Contract Payments**

- 4.9.1. This RFP and its Contractor selection processes do not obligate the Owner and do not create rights, interests, or claims of entitlement in either the Proposer with the apparent best-evaluated proposal or any other Proposer. Owner obligations pursuant to a contract award shall commence only after the contract is signed by the State agency head and the Contractor and after the Contract is approved by all other state officials as required by applicable laws and regulations.
- 4.9.2. No payment will be obligated or made until the relevant Contract is approved as required by applicable statutes and rules of the State of Tennessee.
  - 4.9.2.1. The Owner shall not be liable for payment of any type associated with the Contract resulting from this RFP (or any amendment thereof) and shall not be responsible for any work done by the Contractor, even work done in good faith and even if the Contractor is orally directed to proceed with the delivery of services, if it occurs before the Contract start date or after the Contract end date.
  - 4.9.2.2. All payments relating to this procurement will be made in accordance with the Payment Terms and Conditions of the Contract resulting from this RFP (refer to RFP Attachment 6.6., *Pro Forma* Contract, Section C).
  - 4.9.2.3. If any provision of the Contract provides direct funding or reimbursement for the competitive purchase of services or items to be delivered to the Owner as a component of contract performance or otherwise provides for the reimbursement of specified, actual costs, the Owner will employ all reasonable means and will require all such documentation that it deems necessary to ensure that such purchases were

competitive and costs were reasonable, necessary, and actual. The Contractor shall provide reasonable assistance and access related to such review. Further, the Owner shall not remit, as funding or reimbursement pursuant to such provisions, any amount(s) which it determines did not result from a reasonably competitive purchase or do not represent reasonable, necessary, and actual costs.

**4.10. Contractor Performance**

The Contractor resulting from this RFP will be responsible for the completion of all services set out in this RFP (including attachments) as may be amended, for the JOC Contract. All service is subject to inspection and evaluation by the Owner. The Owner will employ all reasonable means to ensure that service is progressing and being performed in compliance with the Contract, and the Contractor must cooperate with such efforts.

**4.11. Contract Amendment**

During the course of a Contract resulting from this RFP, the State may request the Contractor to perform additional work within the general scope of the Contract and this RFP, but beyond the specified scope of service, and for which the Contractor may be compensated. In such instances, the Owner will provide the Contractor a written description of the additional work. The Contractor must respond to the Owner with a time schedule for accomplishing the additional work and a price for the additional work based on the rates included in the Contractor's proposal to this RFP. If the Owner and the Contractor reach an agreement regarding the work and associated compensation, such agreement must be effected by means of a Contract Amendment. Further, any such amendment requiring additional work must be signed by both the State agency head and the Contractor and must be approved by other state officials as required by applicable statutes and rules of the State of Tennessee. The Contractor must not commence additional work until the Owner has issued a written Contract Amendment with all required approvals. Any failure of Contractor to abide by the requirements of this Section 4.11 shall constitute a waiver of any and all right by Contractor to receive compensation for the additional work.

**4.12. Severability**

If any provision of this RFP is declared by a court to be illegal or in conflict with any law, said decision will not affect the validity of the remaining RFP terms and provisions, and the rights and obligations of the Owner and Proposers will be construed and enforced as if the RFP did not contain the particular provision held to be invalid.

## 5. PROPOSAL EVALUATION & CONTRACT AWARD

### 5.1. Evaluation Categories & Maximum Points

The Owner will consider qualifications, experience, technical approach, and cost in the evaluation of proposals and will award points in each of the categories detailed below (up to the maximum evaluation points indicated) to each apparently responsive proposal.

The Contractor selection will be a two-part process: Technical Proposal and Cost Proposal.

**Part One:** There will be qualification of all technical proposals. The written proposal must attain a combined score of forty-two (42) or above in order for a proposal to be qualified. The proposal receiving the highest score will be allocated the maximum score of sixty (60) points. The proposal score will be used in the following formula to determine the points a Proposer will receive for the proposal.

$$\frac{\text{Score for Proposal Being Evaluated}}{\text{Highest Scoring Proposal}} \times \text{Maximum Technical Points} = \text{Technical Proposal Points}$$

**Part Two:** JOC Cost Proposals will only be considered for those Technical Proposals that have achieved qualified status in Part One. The Cost Proposal containing the lowest cost will receive the maximum score of forty (40) points. The proposed cost will be used in the following formula to determine the points a Proposer will receive for the Cost Proposal:

$$\frac{\text{Lowest Cost of Qualified Cost Proposals}}{\text{Cost for Proposal Being Evaluated}} \times \text{Maximum Cost Points} = \text{Cost Proposal Points}$$

The apparent successful Proposer for the JOC Contract will be identified by the Qualified Proposal having the highest total combined score from Part One and Part Two.

EVALUATION CATEGORY	MAXIMUM POINTS POSSIBLE
<b>General Qualifications &amp; Experience</b> (refer to RFP Attachment 6.2., Section B)	<b>20</b>
<b>Technical Qualifications, Experience &amp; Approach</b> (refer to RFP Attachment 6.2., Section C)	<b>40</b>
<b>Cost Proposal</b> (refer to RFP Attachment 6.3.a. )	<b>40</b>

### 5.2. Evaluation Process

The proposal evaluation process is designed to award the contracts resulting from this RFP not necessarily to the Proposers offering the lowest cost, but rather to the responsive and responsible Proposers offering the best combination of attributes based upon the evaluation criteria. ("Responsive Proposer" is defined as a Proposer that has submitted a proposal that conforms in all material respects to the RFP. "Responsible Proposer" is defined as a Proposer that has the capacity in all respects to perform fully the contract requirements, and that possesses the integrity and reliability which will assure good faith performance.)

5.2.1. **Technical Proposal Evaluation.** The RFP Coordinator and the Proposal Evaluation Team (consisting of three or more State employees) will use the RFP Attachment 6.2., Technical Proposal & Evaluation Guide to manage the Technical Proposal Evaluation and maintain evaluation records.



- 5.2.1.1. The Owner reserves the right, at its sole discretion, to request Proposer clarification of a Technical Proposal or to conduct clarification discussions with any or all Proposers. Any such clarification or discussion will be limited to specific sections of the proposal identified by the Owner. The subject Proposer must put any resulting clarification in writing as may be required and in accordance with any deadline imposed by the Owner.
- 5.2.1.2. The RFP Coordinator will review each Technical Proposal to determine compliance with RFP Attachment 6.2., Technical Proposal & Evaluation Guide, Section A—General Business Requirements. If the RFP Coordinator determines that a proposal may have failed to meet one or more of the General Business Requirements, the Proposal Evaluation Team will review the proposal and document the team's determination of whether:
  - a. the proposal adequately meets requirements for further evaluation;
  - b. the Owner will request clarifications or corrections for consideration prior to further evaluation; or,
  - c. the Owner will determine the proposal non-responsive to the RFP and reject it.
- 5.2.1.3. Proposal Evaluation Team members will independently evaluate each Technical Proposal (that appears responsive to the RFP) against the evaluation criteria in this RFP, and will score each in accordance with the RFP Attachment 6.2., Technical Proposal & Evaluation Guide, Section B and Section C.
- 5.2.1.4. Not Used.
- 5.2.1.5. For each proposal evaluated, the RFP Coordinator will calculate the average of the Proposal Evaluation Team member scores for RFP Attachment 6.2., Technical Proposal & Evaluation Guide, Section B and for Section C, and record each average as the proposal score for the respective Technical Proposal section.
- 5.2.1.6. Before Cost Proposals are opened, the Proposal Evaluation Team will review the Technical Proposal Evaluation record and any other available information pertinent to whether or not each Proposer is responsive and responsible. If the Proposal Evaluation Team identifies any Proposer that appears not to meet the responsive and responsible thresholds such that the team would not recommend the Proposer for Cost Proposal Evaluation and potential contract award, the team members will fully document the determination.
- 5.2.2. **Cost Proposal Evaluation.** The RFP Coordinator will open for evaluation the Cost Proposal of each apparently responsive and responsible Proposer that the Proposal Evaluation Team has effectively recommended for potential contract award and will calculate and record each Cost Proposal score in accordance with the RFP Attachment 6.3.a., Cost Proposal & Scoring Guide, and RFP Attachment 6.3.b., General Conditions/Requirements Budget.
- 5.2.3. **Total Proposal Score.** The RFP Coordinator will calculate the sum of the Technical Proposal section scores and the Cost Proposal score for each contract, and record the resulting number as the total score for the subject Proposal (refer to RFP Attachment 6.5., Proposal Score Summary Matrix).

### 5.3. **Contract Award Process**

- 5.3.1 The RFP Coordinator will forward the scores established by Section 5.2.3. above to the proper officials of the procuring agency who will consider the same to determine which Proposer should be recommended to the SBC for agreement award of the JOC Contract.

After the approval of the SBC, the Owner will issue an Evaluation Notice to identify the Proposer approved by the SBC. The Evaluation Notice date is detailed in RFP Section 2, Schedule of Events.

**NOTICE: The Evaluation Notice shall not create rights, interests, or claims of entitlement in either the Proposer with apparent best-evaluated proposal or any other Proposer.**

- 5.3.2. The Owner reserves the right to make an award without further discussion of any proposal.
- 5.3.3. The Proposers identified as offering the apparent best-evaluated proposal must sign a contract drawn by the Owner pursuant to this RFP. The contract shall be substantially the same as the RFP Attachment 6.6., *Pro Forma* Contract. The Proposer must sign said contract no later than the Contractor Contract Signature Deadline detailed in the RFP Section 2, Schedule of Events. If the Proposer fails to provide the signed contract by the deadline, the Owner may determine that the Proposer is non-responsive to this RFP and reject the proposal.
- 5.3.4. If the Owner determines that a proposal is non-responsive and rejects it after opening Cost Proposals, the RFP Coordinator will re-calculate scores for each remaining responsive Cost Proposal to determine (or re-determine) the apparent best-evaluated proposal.
- 5.4. **Protest Process.** A proposer may appeal its denied protest to the Office of the State Architect ("OSA"), for further review within seven (7) calendar days of the SPA's written decision. If after review of the protest through appeal, the State Architect decides in favor of the protest then the result may be disqualification of the violative bidder[s], cancellation of the procurement or other resolution. If the OSA's review of the appeal concurs with the SPA's decision to deny the protest, then the protest is considered denied and the award process proceeds. The State Architect's written determination of a denial is deemed final.
- 5.5. **Appeal.** A Proposer may appeal its denied protest to the Executive Subcommittee of the State Building Commission for further review. The Appeal shall be submitted to the State Architect within seven (7) calendar days of notification of the denied protest. The Executive Subcommittee of the State Building Commission's determination of a protest is final action. If the Executive Subcommittee of the State Building Commission's review through appeal concurs with the State Architect and denies the protest, then the contract process proceeds. If, after review of the protest through appeal, the Executive Subcommittee of the State Building Commission decides in favor of the protest then the result may be RFP cancellation or other resolution.

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**PROPOSAL STATEMENT OF CERTIFICATIONS AND ASSURANCES**

The Proposer must sign and complete the Proposal Statement of Certifications and Assurances below as required, and it must be included in the Technical Proposal (as required by RFP Attachment 6.2., Technical Proposal & Evaluation Guide, Section A, Item A.1.).

**The Proposer does, hereby, expressly affirm, declare, confirm, certify, and assure ALL of the following:**

1. The Proposer will comply with all of the provisions and requirements of the RFP.
2. The Proposer will provide all services as defined in the Scope of Services of the RFP Attachment 6.6., *Pro Forma* Contract for the total contract period.
3. The Proposer accepts and agrees to all terms and conditions set out in the RFP Attachment 6.6., *Pro Forma* Contract, and all attachments thereto, including but not limited to the General Conditions of the Job Order Contract.
4. The Proposer acknowledges and agrees that a contract resulting from the RFP shall incorporate, by reference, all proposal responses as a part of the contract.
5. The Proposer will comply with:
  - (a) the laws of the State of Tennessee;
  - (b) Title VI of the federal Civil Rights Act of 1964;
  - (c) Title IX of the federal Education Amendments Act of 1972;
  - (d) the Equal Employment Opportunity Act and the regulations issued there under by the federal government; and,
  - (e) the Americans with Disabilities Act of 1990 and the regulations issued there under by the federal government.
6. To the knowledge of the undersigned, the information detailed within the proposal submitted in response to the RFP is accurate.
7. The proposal submitted in response to the RFP was independently prepared, without collusion, under penalty of perjury.
8. No amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Proposer in connection with the RFP or any resulting contract.
9. Both the Technical Proposal and the Cost Proposal(s) submitted in response to the RFP shall remain valid for at least 120 days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any contract pursuant to the RFP.

**By signing this Proposal Statement of Certifications and Assurances, below, the signatory also certifies legal authority to bind the proposing entity to the provisions of this RFP and any contract awarded pursuant to it. If the signatory is not the Proposer (if an individual) or the Proposer's company *President* or *Chief Executive Officer*, this document must attach evidence showing the individual's authority to bind the proposing entity.**

**DO NOT SIGN THIS DOCUMENT IF YOU ARE NOT LEGALLY AUTHORIZED TO BIND THE PROPOSING ENTITY**

**SIGNATURE:**

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**PRINTED NAME & TITLE:**

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**DATE:**

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**PROPOSER LEGAL ENTITY  
NAME:**

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**PROPOSER FEDERAL EMPLOYER IDENTIFICATION NUMBER (or SSN):**

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**TECHNICAL PROPOSAL & EVALUATION GUIDE**

**SECTION A: General Business Requirements.** The Proposer must address all items detailed below and provide, in sequence, the information and documentation as required (referenced with the associated item references). The Proposer must also detail the proposal page number for each item in the appropriate space below.

The RFP Coordinator will review the proposal to determine if the General Business Requirement Items are addressed as required and mark each with pass or fail. For each item that is not addressed as required, the Proposal Evaluation Team must review the proposal and attach a written determination. In addition to the General Business Requirement Items, the RFP Coordinator will review each proposal for compliance with all RFP requirements.

<b>PROPOSER LEGAL ENTITY NAME:</b>			
<b>Proposal Page # (Proposer completes)</b>	<b>Item Ref.</b>	<b>Section A— General Business Requirements</b>	<b>Pass/Fail</b>
		The Proposer attended the Pre-Proposal Conference, as evidenced by the signature of a Proposer representative on the Pre-Proposal Conference sign-in sheet. Please refer to RFP Section 2, Schedule of Events.	
		The Proposal must be delivered to the Owner no later than the Proposal Deadline specified in the RFP Section 2, Schedule of Events.	
		The Technical Proposal and the Cost Proposal documentation must be packaged separately as required (refer to RFP Section 3.2., <i>et. seq.</i> ).	
		The Technical Proposal contains NO cost or pricing information related to this project.	
		The Technical Proposal does NOT contain any restrictions of the rights of the Owner or other qualification of the proposal.	
		A Proposer did NOT submit alternate proposals for any one Contract.	
		A Proposer did NOT submit multiple proposals, for any one Contract, in different forms (as a prime and a subcontractor).	
	<b>A.1.</b>	<u>Statement of Certifications and Assurances:</u> Provide the Proposal Statement of Certifications and Assurances (RFP Attachment 6.1.) completed and signed by an individual empowered to bind the Proposer to the provisions of this RFP and any resulting contract. The document must be signed without exception or qualification.	
	<b>A.2.</b>	<u>Conflict of Interest:</u> Provide the required MTSU form “Conflicts of Interest and Confidentiality” (Attachment ???) based upon reasonable inquiry, of whether the Proposer or any individual who shall perform work under the contract has a possible conflict of interest ( <i>e.g.</i> , employment by the State of Tennessee) and, if so, the nature of that conflict.  NOTE: Any questions of conflict of interest shall be solely within the	

<b>PROPOSER LEGAL ENTITY NAME:</b>			
<b>Proposal Page # (Proposer completes)</b>	<b>Item Ref.</b>	<b>Section A— General Business Requirements</b>	<b>Pass/Fail</b>
		discretion of the Owner, and the Owner reserves the right to cancel any award.	
	<b>A.3.</b>	<u>Bank Reference:</u> Provide a current bank reference indicating that the Proposer's business relationship with the financial institution is in positive standing. Such reference must be written in the form of a standard business letter, signed, and dated within the past three (3) months of the RFP Issue Date.	
	<b>A.4.</b>	<u>Credit References:</u> Provide two current positive credit references from vendors with which the Proposer has done business written in the form of standard business letters, signed, and dated within the past three (3) months of the RFP Issue Date.	
	<b>A.5.</b>	<u>Bonding:</u> Provide a letter from an insurance/surety. The surety for any and all bonds must have a rating of "A" or better with the U.S. Treasury Department agency stating the Proposer's capability to provide bonding for this Project in accordance with the Terms and Conditions of the contract. The letter must include the Proposer's minimum bonding capabilities.	
	<b>A.6.</b>	<u>Insurance:</u> Provide a letter or Certificate of Insurance from a Class A rated agency stating the Proposer's capability to provide insurance for this Project in accordance with the requirements as specified in the Terms and Conditions of the contract.	
	<b>A.7.</b>	<u>Proposal Package Cover Sheet:</u> The outermost container displays Contractor Licensing information with the Proposer's State of Tennessee Contractor's License Number, Classification, Expiration Date, and License Limit (Refer to RFP Attachment 6.4.a.).	
<i>State Use – RFP Coordinator Signature, Printed Name &amp; Date:</i>			

**TECHNICAL PROPOSAL & EVALUATION GUIDE**

**SECTION B: GENERAL QUALIFICATIONS & EXPERIENCE.** The Proposer must address all items detailed below and provide, in sequence, the information and documentation as required (referenced with the associated item references). The Proposer must also detail the proposal page number for each item in the appropriate space below. Proposal Evaluation Team members will independently evaluate and assign one score for all responses to Section B— General Qualifications & Experience Items.

<b>PROPOSER LEGAL ENTITY NAME:</b>		
<b>Proposal Page # (Proposer completes)</b>	<b>Item Ref.</b>	<b>Section B— General Qualifications &amp; Experience Items</b>
	<b>B.1.</b>	Detail the name, e-mail address, mailing address, telephone number, and facsimile number of the person the Owner should contact regarding the proposal.
	<b>B.2.</b>	Describe the Proposer's form of business ( <i>i.e.</i> , individual, sole proprietor, corporation, non-profit corporation, partnership, limited liability company) and business location (physical location or domicile).
	<b>B.3.</b>	Detail the number of years the Proposer has been in business as a Contractor. Detail the number of years the Proposer has been in business under its present business name. If applicable, list any former names under which your organization has operated.
	<b>B.4.</b>	Briefly describe how long the Proposer has been performing the services required by this RFP.
	<b>B.5.</b>	Briefly provide size of firm by office or branch if applicable, including, number of principals/owners, number of office personnel, and number of field personnel by skill set.
	<b>B.6.</b>	List trade categories in which your organization is legally qualified to do business, and include registration or license numbers, if applicable.
	<b>B.7.</b>	Provide a statement of whether there have been any mergers, acquisitions, or sales of the Proposer's company within the last ten years. If so, include an explanation providing relevant details.
	<b>B.8.</b>	Provide a statement of whether the Proposer or, to the Proposer's knowledge, any of the Proposer's employees, agents, independent contractors, or subcontractors, proposed to provide work on a contract pursuant to this RFP, have been convicted of, pled guilty to, or pled <i>nolo contendere</i> to any felony. If so, include an explanation providing relevant details.
	<b>B.9.</b>	Provide a statement of whether, in the last ten years, the Proposer has filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors. If so, include an explanation providing relevant details.
	<b>B.10.</b>	Provide a statement of whether there is any material, pending litigation against the Proposer that the Proposer should reasonably believe could adversely affect its ability to meet contract requirements pursuant to this RFP or is likely to have a material adverse effect on the Proposer's financial condition. If such exists, list each separately, explain the relevant details, and attach the opinion of counsel addressing whether and to what extent it would impair the Proposer's performance in a contract pursuant to this RFP.

PROPOSER LEGAL ENTITY NAME:		
Proposal Page # (Proposer completes)	Item Ref.	<b>Section B— General Qualifications &amp; Experience Items</b>
		NOTE: All persons, agencies, firms, or other entities that provide legal opinions regarding the Proposer must be properly licensed to render such opinions. The State may require the Proposer to submit proof of such licensure detailing the state of licensure and licensure number for each person or entity that renders such opinions.
	<b>B.11.</b>	<p>Provide a statement of whether there are any pending or in progress Securities Exchange Commission investigations involving the Proposer. If such exists, list each separately, explain the relevant details, and attach the opinion of counsel addressing whether and to what extent it will impair the Proposer's performance in a contract pursuant to this RFP.</p> <p>NOTE: All persons, agencies, firms, or other entities that provide legal opinions regarding the Proposer must be properly licensed to render such opinions. The State may require the Proposer to submit proof of such licensure detailing the state of licensure and licensure number for each person or entity that renders such opinions.</p>
	<b>B.12.</b>	<p>Provide a brief, descriptive statement detailing evidence of the Proposer's ability to deliver the JOC Services sought under this RFP (e.g., prior experience, training, certifications, resources, program and quality management systems, etc.).</p> <p>Include a summary description of contracts that encompass a similar scope, magnitude of work, and/or complexity of work as that described in this RFP and attachments. The most representative contracts are those currently underway or completed by the Proposer in recent years. The information for each referenced contract shall include specific details on the range and variety of services provided by this Proposer.</p> <p>A Related Project History Form (refer to RFP Attachment 6.4.b.) is provided for the Proposer's use in compiling and presenting this information. (NOTE: This form is a model only. Utilize a format that best suits the Proposer's information, but include all information details outlined on the form).</p>
	<b>B.13.</b>	<p>Provide a statement of whether or not the Proposer has any current contracts with the State of Tennessee or has completed any contracts with the State of Tennessee within the previous 5-year period. If so, provide the following information for all of the current and completed contracts:</p> <ul style="list-style-type: none"> <li>(a) the name, title, telephone number and e-mail address of the State contact knowledgeable about the contract;</li> <li>(b) the procuring State agency name;</li> <li>(c) a brief description of the contract's scope of services;</li> <li>(d) the contract term; and</li> <li>(e) the contract number.</li> </ul> <p>NOTES:</p> <ul style="list-style-type: none"> <li>▪ Current or prior contracts with the State are <u>not</u> a prerequisite and are <u>not</u> required for the maximum evaluation score, and the existence of such contracts with the State will <u>not</u> automatically result in the addition or deduction of evaluation points.</li> <li>▪ Each evaluator will generally consider the results of inquiries by the State regarding all contracts noted.</li> </ul>

<b>PROPOSER LEGAL ENTITY NAME:</b>			
<b>Proposal Page # (Proposer completes)</b>	<b>Item Ref.</b>	<b>Section B— General Qualifications &amp; Experience Items</b>	
	<b>B.14.</b>	Provide a list or chart presenting annual dollar workload volume inclusive of number of projects on a per year basis for the last five (5) years and indicate what percentage of such work is specifically contracted JOC Services.	
	<b>B.15.</b>	The Proposer should list any and all Proposer licensing provisions/agreements to which the Proposer will expect the State to comply.	
	<b>B.16.</b>	Provide address of the location in the Greater Nashville Area that will be used to service the contract or provide a commitment to establish an office in the Greater Nashville Area to be used to service the contract.	
<b>SCORE (for <u>all</u> Section B—Qualifications &amp; Experience Items above):</b> <i>(maximum possible score = 20)</i>			
<i>State Use – Evaluator Identification:</i>			



**TECHNICAL PROPOSAL & EVALUATION GUIDE**

**SECTION C: TECHNICAL QUALIFICATIONS, EXPERIENCE & APPROACH.** The Proposer should explain its approach to provide JOC services to the State. The items listed below represent specific questions the State would request you answer in your explanation. For ease of review, please annotate your explanation so that it contains references to the items listed below where they are addressed. The Proposer should not feel constrained to answer only the specific questions listed below in its explanation and should feel free to provide attachments if necessary.

A Proposal Evaluation Team will be made up of three (3) or more State employees. Each evaluator will rank the Proposer on each category, which will then be totaled by the RFP Coordinator. The Evaluation Score Being Evaluated will be divided by the Highest Evaluation Score, and then multiplied by the maximum possible score for Section C.

<b>PROPOSER LEGAL ENTITY NAME:</b>		
<b>Proposal Page # (Proposer completes)</b>	<b>Item Ref.</b>	<b>Section C— Technical Qualifications, Experience &amp; Approach Items</b>
	<b>C.1.</b>	Provide a narrative that illustrates the Proposer's understanding of the Owner's requirements.
	<b>C.2.</b>	Provide a narrative that illustrates how the Proposer will manage each project, ensure completion of the scope of services, and accomplish required objectives within the Owner's project schedule. Identify any objectives critical to project schedule and strategies to achieve them.
	<b>C.3.</b>	Provide a narrative description of the proposed project team, its members, and organizational structure along with an organizational chart identifying the key people who will be assigned to accomplish the work required by this RFP, illustrating the lines of authority, and designating the individual responsible for the completion of each service component and deliverable of the RFP.
	<b>C.4.</b>	<p>Provide a statement of when the Proposer intends to use subcontractors to accomplish the work required by this RFP, and for which trades Proposer intends to utilize subcontractors to provide portions of the work, because of licensure, skills, or other reasons. If the Proposer has identified specific subcontractors by trade that it intends to use please provide: a) the names of the representative subcontractors along with the contact person, mailing address, telephone number, and email address for each; and b) a description of the scope and portions of the work each subcontractor will perform.</p> <p>NOTE: This item is not intended to bind the Proposer to a list of specific subcontractors or trades for which subcontractors must be utilized, only to provide the Owner will examples of the Proposer's capabilities and what work will likely be self-performed and subcontracted.</p>
	<b>C.5.</b>	<p>Continuous Improvement Process – Describe how customer feedback is received and provide copies of feedback received from the last five (5) projects completed. The projects completed can include projects worked on with the Owner. Describe your customer satisfaction survey approach or tools and how satisfaction deficiencies are elevated, addressed and resolved.</p> <p>If you do not have a continuous improvement process in place, please so state.</p>
	<b>C.6.</b>	Discuss the Proposer's intended approach for the JOC Services sought under this RFP to accomplish the Owner's scope of services and work plan (see RFP Attachment 6.6., <i>Pro Forma</i> Contract). Specifically describe the Proposer's approach/procedures for the following items:

<b>PROPOSER LEGAL ENTITY NAME:</b>		
<b>Proposal Page # (Proposer completes)</b>	<b>Item Ref.</b>	<b>Section C— Technical Qualifications, Experience &amp; Approach Items</b>
		<ul style="list-style-type: none"> <li>• project schedule development and maintenance, including recovery schedules as necessary</li> <li>• project document completion</li> <li>• budget preparation</li> <li>• submittal approval</li> <li>• establishment of a GMP</li> <li>• subcontractor awards and oversight</li> <li>• project budget tracking</li> <li>• closeout procedures including:               <ul style="list-style-type: none"> <li>○ punch list development</li> <li>○ operations and maintenance manuals</li> <li>○ warranties</li> <li>○ As-builts</li> </ul> </li> </ul> <p>Explain the Proposer's approach to ensuring that the operations and logistics are planned out for each Job Order project. In particular explain, in detail, the following items:</p> <ul style="list-style-type: none"> <li>• Identification of individuals that are part of the team while working in the building</li> <li>• Working hours</li> <li>• Security of building and floors under construction</li> <li>• Risk assessment and plans for potential risks</li> </ul>
	<b>C.7.</b>	<p><u>Reporting:</u></p> <p>a) Detail the Proposer's special or unique capabilities, operating procedures, technology, programs, innovative solutions, etc., that would directly benefit the Owner. Identify programs that the Proposer will use. Technology should cover at least the following areas of the project:</p> <ul style="list-style-type: none"> <li>○ Scheduling</li> <li>○ Estimating</li> <li>○ Job Costs</li> <li>○ Project Management</li> <li>○ As-Builts (including photographs)</li> <li>○ Drafting software</li> </ul> <p>b) Provide examples of monthly reports, including but not limited to the following:</p> <ul style="list-style-type: none"> <li>○ Project summaries</li> <li>○ Charts</li> <li>○ Project Schedules</li> </ul> <p>Status reports, etc. which detail up to-date data or information on project components. The emphasis here is demonstrating the reporting methodology for informing the Owner.</p>
	<b>C.8.</b>	<p><u>Quality Control:</u></p> <p>a) Describe how you identify risks and plan accordingly;</p> <p>b) Describe how you implement quality control throughout all the multi-faceted project phases; and.</p> <p>c) Describe your processes for measuring performance.</p>
	<b>C.9.</b>	<p><u>Competitive Procurements:</u> How do you plan on receiving competitive trade bid proposals for all work to be performed by subcontractors? Please detail how Respondent's current</p>

<b>PROPOSER LEGAL ENTITY NAME:</b>			
<b>Proposal Page # (Proposer completes)</b>	<b>Item Ref.</b>	<b>Section C— Technical Qualifications, Experience &amp; Approach Items</b>	
		procurement processes ensure competition among subcontractors and the best pricing and quality for clients.	
	<b>C.10</b>	Describe your ability to contract with local subcontractors in Middle Tennessee.	
	<b>C.11.</b>	Describe how the Owner would benefit from your companies JOC Services and expertise. Please provide other information that you think the State should consider in evaluating this proposal.	
<i>The RFP Coordinator will use this sum and the formula below to calculate the section score. All calculations will use and result in numbers rounded to two (2) places to the right of the decimal point.</i>		<b>Total Raw Weighted Score:</b> <i>(sum of Raw Weighted Scores above)</i>	
<b>Total Raw Weighted Score</b> <hr/> <b>Maximum Possible Raw Weighted Score</b> <i>(i.e., 5 x the sum of item weights above)</i>		<b>X 40</b> <i>(maximum possible score)</i>	<b>= SCORE:</b>
<i>Score (for all Section C – Technical Qualifications, Experience &amp; Approach items above): (maximum possible score = 40)</i>			
<i>State Use – Evaluator Identification:</i>			
<i>State Use – RFP Coordinator Signature, Printed Name &amp; Date:</i>			

**COST PROPOSAL & SCORING GUIDE (366/009-01-2025Contract)****NOTICE: THIS COST PROPOSAL MUST BE COMPLETED EXACTLY AS REQUIRED**

**COST PROPOSAL SCHEDULE—** The Cost Proposal, detailed below, shall indicate the proposed price for the entire scope of service including all services defined in the Scope of Services of the RFP Attachment 6.6., *Pro Forma* Contract, for the entire contract period. The Cost Proposal shall remain valid for at least 120 days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any contract resulting from this RFP. All monetary amounts shall be in U.S. currency and limited to two (2) places to the right of the decimal point.

**NOTICE:** The Evaluation Factor associated with each cost item is for evaluation purposes only. The evaluation factors DO NOT and SHOULD NOT be construed as any type of volume guarantee or minimum purchase quantity. The evaluation factors SHALL NOT create rights, interests, or claims of entitlement in the Proposer.

Notwithstanding the cost items herein, pursuant to the second paragraph of the *Pro Forma* Contract section C.1. (refer to RFP Attachment 6.6.), "The Owner is under no obligation to request work from the contractor in any specific dollar amounts or to request any work at all from the contractor during any period of this contract."

This Cost Proposal must be signed, in the space below, by an individual empowered to bind the proposing entity to the provisions of this RFP and any contract awarded pursuant to it. If said individual is not the *President* or *Chief Executive Officer*, this document must have attached to it evidence showing the individual's authority to legally bind the proposing entity.

<b>PROPOSER SIGNATURE:</b>			
<b>PRINTED NAME &amp; TITLE:</b>			
<b>DATE:</b>			
<b>PROPOSER LEGAL ENTITY NAME:</b>			
Cost Item Description	Proposed Cost	Owner Use Only	
		Evaluation Factor	Evaluation Cost (cost x factor)
1. General Conditions Cost of work	% /cost of work	\$600,000 (est. avg. project cost of work)	
2. Contractor Mark-Up	% /cost of work	\$600,000 (est. avg project cost of work)	
3. *Contract Bond (in the amount of \$600,000.00)	\$ /lump sum	1	
4. *Builder's Risk Policy (for a minimum of \$600,000.00)	\$ /lump sum	1	
*Contractor will be reimbursed, lump sum, for actual amount of each item at the onset of the contract.			
<b>EVALUATION COST AMOUNT</b> (sum of evaluation costs above): The RFP Coordinator will use this sum and the formula below to calculate the Cost Proposal Score. Numbers rounded to two (2) places to the right of the decimal point will be standard for calculations.			
$\frac{\text{lowest evaluation cost amount from all proposals}}{\text{evaluation cost amount being evaluated}} \times 40$		$= \text{SCORE:}$	

**PROPOSAL PACKAGE COVER SHEET**

**Job Order Contracting Services**

**RFP SBC NUMBER:** 366/009-01-2025  
***Tennessee Contractor License Information***

***Any blank spaces may cause Proposal to be unacceptable and rejected.***

*Provide State contractor license number, expiration date, and classifications  
for Proposer as applicable and in accordance with State licensing law.  
Provide all names as used for licensing or other legal transactions.*

**Proposer  
Identification:**

Proposer \_\_\_\_\_  
Address \_\_\_\_\_

**Tennessee Contractor License information:**

*Provide complete information if  
licensed, or circle:*

License Number \_\_\_\_\_  
License Classification(s) applicable to Project \_\_\_\_\_  
License expiration date \_\_\_\_\_ \$( \_\_\_\_\_ )  
Dollar Limit

***Include project history form with submitted Proposal & Evaluation Guide Forms, Section B.12., for Qualifications and Experience***

## PROPOSAL SCORE SUMMARY MATRIX

	<i>PROPOSER NAME</i>		<i>PROPOSER NAME</i>		<i>PROPOSER NAME</i>	
<b>GENERAL QUALIFICATIONS &amp; EXPERIENCE</b> (maximum: 20)						
<i>EVALUATOR NUMBER</i>						
<i>EVALUATOR NUMBER</i>						
<i>REPEAT AS NECESSARY</i>						
	<b>AVERAGE:</b>		<b>AVERAGE:</b>		<b>AVERAGE:</b>	
<b>TECHNICAL QUALIFICATIONS, EXPERIENCE &amp; APPROACH</b> (maximum: 40)						
<i>EVALUATOR NUMBER</i>						
<i>EVALUATOR NUMBER</i>						
<i>REPEAT AS NECESSARY</i>						
	<b>AVERAGE:</b>		<b>AVERAGE:</b>		<b>AVERAGE:</b>	
<b>COST PROPOSAL</b> (maximum: 40)	<b>SCORE:</b>		<b>SCORE:</b>		<b>SCORE:</b>	
<b>TOTAL PROPOSAL EVALUATION SCORE:</b> (maximum: 100)						
<i>RFP Coordinator Signature, Printed Name &amp; Date:</i>						

**RFP SBC# 366/009-01-2025 PRO FORMA CONTRACT**

The *Pro Forma* Contract detailed in following pages of this exhibit contains some “blanks” (signified by descriptions in capital letters) that will be completed with appropriate information in the final contract resulting from the RFP.

## 6.6. Pro Forma Master Contract and Contract Attachments

Attachment One: Attestation Re Personnel Used in Contract Performance

Job Order Request for GMP Proposal Form: CSI Section No. 00 24 13.16

Job Order Procedures: CSI Section No. 00 24 16.16

Job Order Proposal and Agreement Form: CSI Section No. 00 42 13

Contract Bond (Tennessee State Building Commission Standard Form): CSI Section No. 00 61 13

Three-Year Roof Bond (Tennessee State Building Commission Standard Form): CSI Section No. 00 61 43

General Conditions of the Job Order for Job Order Contracting: CSI Section No. 00 72 16

Contractor GMP Contingency: CSI Section No. 01 26 10.01

Weather Delays: CSI Section No. 01 26 20

Weather Delay Report: CSI Section No. 01 26 25

Form for Amendment, Change Order, or Directive: CSI Section No. 01 26 40

Form for Price Summary: CSI Section No. 01 26 54

Form for Price of Work: CSI Section No. 01 26 55

Form for Field Order: CSI Section No. 01 26 39.01

CM/GC-GMP Contingency and Reserve CSI Section No. 01 29 16

Payment Procedures: CSI Section No. 01 29 76

Regulatory Requirements: CSI Section No. 01 41 15

Contract Close-Out: CSI Section No. 01 77 70

Close-Out Submittals: CSI Section No. 01 78 01, 01 78 02, 01 78 03, 01 78 25

Form for Roof Data: CSI Section No. 01 78 26

Roofing System Warranty: CSI Section No. 01 78 36

Report of Subcontractors and Suppliers: CSI Section No. 01 78 88

Demonstration and Training: CSI Section No. 01 79 21, 01 79 25

Conflict of Interest Form



**CONTRACT**  
**BETWEEN THE STATE OF TENNESSEE,**  
**Middle Tennessee State University**  
**AND**  
**CONTRACTOR NAME**

This Contract, by and between the State of Tennessee, **Middle Tennessee State University**, hereinafter referred to as the "Owner" or the "State" and **Contractor Legal Entity Name**, hereinafter referred to as the "Contractor," is for the provision of **Job Order Contracting Services**, as further defined in the "SCOPE OF SERVICES."

The Contractor is **a/an Individual, For-Profit Corporation, Non-Profit Corporation, Special Purpose Corporation Or Association, Partnership, Joint Venture, Or Limited Liability Company.**

Contractor Place of Incorporation or Organization: **Location**

Contractor Edison Registration ID # **Number**

**A. SCOPE OF SERVICES:**

- A.1. The Contractor shall provide all service and deliverables as required, described, and detailed herein and shall meet all service and delivery timelines as specified by this Contract.
- A.2. For projects where the State Building Commission has approved the use of this Contract, the Contractor agrees to perform construction and related services, including, but not limited to the following:
- a. Interior space build-out;
  - b. Space modifications;
  - c. Modification of finishes;
  - d. Roof repairs;
  - e. Facility HVAC systems modifications;
  - f. Exterior repairs, masonry repointing, caulking, painting;
  - g. Construction estimates for budget preparation; and
  - h. Other construction services as may be required.
- A.3. The scope of services will be accomplished through issuance of individual Job Orders (each a "Job Order Agreement" after having been executed by both Contractor and Owner) for a project (each a "Job Order Project") in accordance with the following:
- Job Order Procedures (CSI Section No. 00 24 16 16)
  - General Conditions of the Job Order for Job Order Contracting (CSI Section No. 00 72 16) ("General Conditions")
  - Job Order Request for GMP Proposal Form (CSI Section No. 00 24 13 16)
  - Job Order GMP Proposal and Agreement Form (CSI Section No. 00 42 13)
  - Form for amendment, change order, or directive and referenced RFP documents and CSI Sections (CSI Section No 01 26 40)
  - Form for Field Order (CSI Section No. 01 26 39 01)
- A.4. Conditions and Regulatory Requirements. The performance of work under this Contract and its attachments shall be governed by provisions stipulated herein in General Conditions, Supplementary Conditions, and Regulatory Requirements (CSI Section No. 01 41 15), as they are amended from time to time.

**B. CONTRACT PERIOD:**

- B.1. This Contract shall be effective for the period beginning April 20, 2025, and ending on April 20, 2028 (the "Term" as the same may be extended in accordance with this Section B). The Contractor hereby acknowledges and affirms that the State shall have no obligation for services rendered by the Contractor which were not performed within this specified contract period.

B.2. Term Extension. The Owner reserves the right to extend this Contract for an additional period or periods of time, subject to a maximum total contract term of no more than five (5) years, provided that such an extension of the Term is effected prior to the current, contract expiration date by means of a contract amendment. If a Term extension necessitates additional funding beyond that which was included in the original Contract, an increase of the State's maximum liability will also be affected through contract amendment, and shall be based upon payment rates provided in the original Contract.

B.3. In-Process Work Term Extension. This Contract shall automatically be extended for a period beginning at the end of the Term for the purpose of completing all work activities associated with any Job Order Agreements initiated during the Term.

**C. PAYMENT TERMS AND CONDITIONS:**

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed Seven Million Five Hundred Thousand Dollars (\$7,500,000.00). The payment rates in section C.3 shall constitute the entire compensation due the Contractor for all service and Contractor obligations hereunder regardless of the difficulty, materials or equipment required. The payment rates include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Contractor.

The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the State. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the State requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with the payment rates detailed in Section C.3. The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.

C.2. Compensation Firm. The payment rates and the maximum liability of the State under this Contract and under each Job Order Agreement are firm for the duration of the Contract and are not subject to escalation for any reason unless amended in accordance with terms of Section D.2. of this Contract or a Job Order Amendment in accordance with \_\_\_\_\_, as applicable.

C.3. Payment Methodology. The Contractor shall be compensated based on the payment rates herein for units of service authorized by the State in a total amount not to exceed the guaranteed maximum price ("GMP") established in each Job Order Agreement.

- a. The Contractor's compensation shall be contingent upon the satisfactory completion of individual Job Order Agreements described in Section A.
- b. The Contractor shall be compensated for said Job Orders based upon the following payment rates, which shall be used in calculating the Guaranteed Maximum Price (GMP) for each Job Order. Notwithstanding the foregoing, the Contractor shall only be compensated for actual costs incurred by the Contractor in the completion of each Job Order up to the GMP

Cost Item Description	Proposed Cost
1. General Conditions Monthly Cost	% / cost of work
2. Contractor Mark-Up	% / cost of work
3. Performance Bond for Job Order Task (for Job Order Tasks \$100,000 or greater)	Varies by Job Order Task Amount

Cost Item Description	Proposed Cost
4. Builder's Risk Insurance for Job Order Task (for Job Order Tasks \$100,000 or greater)	Varies by Job Order Task Amount

C.4. Travel Compensation.

- a. Not Applicable.

Job Order

C.5. Application for Payment Requirements. The Contractor shall submit an application for payment to the State only for completed increments of service in a Job Order Agreement and shall present said applications, with all necessary supporting documentation, for payment no more often than monthly, to the appropriate Owner Representative.

- a. Each application for payment shall be submitted in accordance with Payment Procedures, CSI Section No. 01 29 76, which is incorporated herein by reference as if set forth in full. Each application for payment shall include the following information:

- (1) Application for Payment Number (assigned by the Contractor)
- (2) Application for Payment Date
- (3) SBC Project Number **366/009-01-2025**
- (4) Customer Account Name: State of Tennessee, Middle Tennessee State University
- (5) Customer Account Number (assigned by the Contractor to the above-referenced Customer)
- (6) Contractor Name
- (7) Contractor Edison Registration ID Number Referenced in Preamble of this Contract
- (8) Contractor Remittance Address
- (9) Description of Delivered Service
- (10) Complete Itemization of Charges shall be in accordance with Section 01 29 76, Payment Procedures.

- b. The Contractor understands and agrees that an application for payment under this Contract shall:

- (1) include only charges for service described in Contract Section A and in accordance with payment terms and conditions set forth in Contract Section C;
- (2) only be submitted for completed service and shall not include any charge for future work;
- (3) not include sales tax or shipping charges; and
- (4) initiate the timeframe for payment (and any discounts) only when the State is in receipt of the application for payment, and the application for payment meets the minimum requirements of this section C.5.

C.6. Payment of Invoice. A payment by the Owner shall not prejudice the Owner's right to object to or question any payment, invoice, or matter in relation thereto. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount invoiced.

C.7. Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the Owner, on the basis of audits conducted in accordance with the terms of this Contract, not to constitute proper remuneration for compensable services.

- C.8. Deductions. The Owner reserves the right to deduct from amounts, which are or shall become due and payable to the Contractor under this or any contract between the Contractor and the State of Tennessee, any amounts which are or shall become due and payable to the Owner of Tennessee by the Contractor.
- C.9. Prerequisite Documentation. The Contractor shall not invoice the Owner under this Contract until the Owner has received the following documentation properly completed.
- a. The Contractor shall complete, sign, and present to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Contractor acknowledges and agrees that, once said form is received by the State, all payments to the Contractor, under this or any other contract the Contractor has with the State of Tennessee shall be made by Automated Clearing House (ACH).
  - b. The Contractor shall complete, sign, and present to the State a "Substitute W-9 Form" provided by the State. The taxpayer identification number detailed by said form must agree with the Contractor's Federal Employer Identification Number or Tennessee Edison Registration ID referenced in this Contract.

**D. STANDARD TERMS AND CONDITIONS:**

- D.1. Required Approvals. The Owner is not bound by this Contract until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to, the State Architect, the Commissioner of the Department of General Services, the Comptroller of the Treasury, and the Attorney General).
- D.2. Modification and Amendment. This Contract may be modified only by a written amendment signed by all parties hereto and approved by both the officials who approved the base contract and, depending upon the specifics of the contract as amended, any additional officials required by Tennessee laws and regulations (said officials may include, but are not limited to, the State Architect, the Commissioner of the Department of General Services, the Comptroller of the Treasury, and the Attorney General).
- D.3. Termination for Convenience. The Owner may terminate this Contract without cause for any reason. Said termination shall not be deemed a breach of contract by the Owner. The Owner shall give the Contractor at least sixty (60) days written notice before the effective termination date. The Contractor shall be entitled to compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the State be liable to the Contractor for compensation for any service which has not been rendered. Upon such termination, the Contractor shall have no right to any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.4. Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor violates any terms of this Contract, the Owner shall have the right to immediately terminate the Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Contract by the Contractor.
- D.5. Subcontracting. Except as permitted in accordance with the Job Order Procedures set forth in CSI Section No. 00 24 16 16, the Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the Owner. Refer to Contract CSI Section No. 00 72 16, General Conditions of the Job Order for Job Order Contracting, Article 5.
- D.6. Conflicts of Interest. The Contractor warrants that no part of the total Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages,

compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed relative to this Contract.

The Contractor acknowledges, understands, and agrees that this Contract shall be null and void if the Contractor is, or within the past six months has been, an employee of the State of Tennessee or if the Contractor is an entity in which a controlling interest is held by an individual who is, or within the past six months has been, an employee of the State of Tennessee.

- D.7. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal or Tennessee State constitutional or statutory law. The Contractor shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.8. Prohibition of Illegal Immigrants. The requirements of *Tennessee Code Annotated*, Section 12-4-124, *et seq.*, addressing the use of illegal immigrants in the performance of any Contract to supply goods or services to the State of Tennessee, shall be a material provision of this Contract, a breach of which shall be grounds for monetary and other penalties, up to and including termination of this Contract.
- a. The Contractor hereby attests, certifies, warrants, and assures that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract. The Contractor shall reaffirm this attestation, in writing, by submitting to the State a completed and signed copy of the document at Attachment One, hereto, with each invoice submitted in accordance with Section C.5. Such attestations shall be maintained by the Contractor and made available to state officials upon request.
  - b. Prior to the use of any subcontractor in the performance of this Contract, and semi-annually thereafter, during the period of this Contract, the Contractor shall obtain and retain a current, written attestation that the subcontractor shall not knowingly utilize the services of an illegal immigrant to perform work relative to this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant to perform work relative to this Contract. Attestations obtained from such subcontractors shall be maintained by the Contractor and made available to state officials upon request.
  - c. The Contractor shall maintain records for all personnel used in the performance of this Contract. Said records shall be subject to review and random inspection at any reasonable time upon reasonable notice by the State.
  - d. The Contractor understands and agrees that failure to comply with this section will be subject to the sanctions of *Tennessee Code Annotated*, Section 12-4-124, *et seq.* for acts or omissions occurring after its effective date. This law requires the Commissioner of Finance and Administration to prohibit a contractor from contracting with, or submitting an offer, proposal, or bid to contract with the State of Tennessee to supply goods or services for a period of one year after a contractor is discovered to have knowingly used the services of illegal immigrants during the performance of this Contract.
  - e. For purposes of this Contract, "illegal immigrant" shall be defined as any person who is not: (i) a United States citizen; (ii) a Lawful Permanent Resident; (iii) a person whose physical presence in the United States is authorized or allowed by the federal Department of Homeland Security; (iv) or a person who, under federal immigration laws and/or regulations, is authorized to be employed in the U.S. or otherwise authorized to provide services under the Contract.

- D.9. Records. The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.
- D.10. Prevailing Wage Rates. Not Used
- D.11. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.12. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.
- D.13. Strict Performance. Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.
- D.14. Independent Contractor. The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint ventures, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Contract shall be construed to create an employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- The Contractor, being an independent contractor and not an employee of the State, agrees to carry adequate public liability and other appropriate forms of insurance, including adequate public liability and other appropriate forms of insurance on the Contractor's employees, and to pay all applicable taxes incident to this Contract.
- D.15. Owner Liability. The Owner shall have no liability except as specifically provided in this Contract.
- D.16. Force Majeure. The obligations of the parties to this Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, natural disasters, riots, wars, epidemics, or any other similar cause.
- D.17. State and Federal Compliance. The Contractor shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.
- D.18. Governing Law. This Contract and any and all agreements entered into pursuant to this Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Contractor agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Contract. The Contractor acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under *Tennessee Code Annotated*, Sections 9-8-101 through 9-8-407.
- D.19. Completeness. This Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.

- D.20. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.
- D.21. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.
- D.22. The Contractor shall comply with all applicable Federal and State laws and regulations in the performance of this Contract. Pursuant to Tenn. Code Ann. § 12-4-119, the Contractor certifies that it is not currently engaged in, and will not for the duration of this Contract, engage in a boycott of Israel, as defined by Tenn. Code Ann. § 12-4-119(a)(1). The requirements of Tenn. Code Ann. § 12-12-101 et seq., addressing contracting with persons as defined at T.C.A. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Contract. The Contractor certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.

**E. SPECIAL TERMS AND CONDITIONS:**

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, these special terms and conditions shall control.
- E.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by EMAIL with recipient confirmation. Any such communications, regardless of method of transmission, shall be addressed to the respective party at the appropriate mailing address, facsimile number, or EMAIL address as set forth below or to that of such other party or address, as may be hereafter specified by written notice.

The Owner:

Jamie Brewer – Director Project Management  
MTSU Campus Planning  
1301 E. Main Street  
Murfreesboro, TN 37132  
Jamie.brewer@mtsu.edu  
Telephone # (615)898-2307

The Contractor:

Contractor Contact Name & Title  
Contractor Name  
Address  
Email Address  
Telephone # Number  
FAX # Number

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

- E.3. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate the Contract upon written notice to the Contractor. Said termination shall not be deemed a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. Should such an event occur, the Contractor shall be entitled to compensation for all satisfactory

and authorized services completed as of the termination date. Upon such termination, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

- E.4. Tennessee Consolidated Retirement System. The Contractor acknowledges and understands that, subject to statutory exceptions contained in *Tennessee Code Annotated*, Section 8-36-801, *et. seq.*, the law governing the Tennessee Consolidated Retirement System (TCRS), provides that if a retired member of TCRS, or of any superseded system administered by TCRS, or of any local retirement fund established pursuant to *Tennessee Code Annotated*, Title 8, Chapter 35, Part 3 accepts state employment, the member's retirement allowance is suspended during the period of the employment. Accordingly and notwithstanding any provision of this Contract to the contrary, the Contractor agrees that if it is later determined that the true nature of the working relationship between the Contractor and the State under this Contract is that of "employee/employer" and not that of an independent contractor, the Contractor, if a retired member of TCRS, may be required to repay to TCRS the amount of retirement benefits the Contractor received from TCRS during the period of this Contract.
- E.5. Insurance and Builder's Risk. The Contractor shall carry adequate liability and other appropriate forms of insurance.
- a. The Contractor shall maintain, at minimum, the following liability insurance coverage:
- (1) Comprehensive Commercial General Liability, with limits for bodily injury and property damage of \$1,000,000 each occurrence and \$2,000,000 aggregate and including: premises & operations; underground, explosion, & collapse; products & completed operations; contractual; independent contractors; and personal injury (employment exclusion deleted). The General Aggregate shall apply specifically to this project using ISO form CG 2503 or the equivalent. The policy will contain a Waiver of Subrogation endorsement in favor of the Owner.
  - (2) Contractor's Pollution Liability policy with limits of \$1,000,000 each occurrence and \$2,000,000 annual aggregate. Coverage will commence prior to the beginning of the Work and will be maintained until four years after completion. The policy will be written on a primary and non-contributory basis and will name the Owner as an additional insured for both on-going and completed operations. Coverage will apply to all construction operations, transit and disposal of material at non-owned disposal sites performed by or on behalf of the Contractor. The Policy shall not contain coverage exclusions related to asbestos, lead, silica or mold/microbial matter. The policy will contain a Waiver of Subrogation endorsement in favor of the Owner.
  - (3) Commercial Automobile Liability, with combined single limits for bodily injury and property damage of \$1,000,000 each occurrence and including owned, hired, and non-owned vehicles; or, if there are no owned vehicles, Contractor may provide written certification of such and providing coverage limited to hired and non-owned vehicles. The policy will be written on a primary and non-contributory basis and will name the Owner as an additional insured, and will contain a Waiver of Subrogation endorsement in favor of the Owner.
  - (4) Workers Compensation and Employer's Liability, (without restriction as to whether covered by Worker's Compensation law), with Workers Compensation according to statute, and Employers Liability: \$500,000 per occurrence for bodily injury, \$500,000 per employee for bodily injury by disease and a \$500,000 policy limit for bodily injury by disease. The policy will contain a Waiver of Subrogation endorsement in favor of the Owner.



- (5) If an exposure exists, Aircraft and Watercraft Liability (owned & non-owned), with limits approved by Owner shall be provided.
  - (6) The Contractor will maintain Excess or Umbrella Liability coverage that is as broad or broader than the required Commercial General Liability, Commercial Automobile Liability and Employer's Liability with minimum limits of \$5,000,000 per Occurrence, \$5,000,000 Annual Aggregate. The Excess or Umbrella policy will be written on a primary and non-contributory basis and will name the Owner as additional insured.
  - (7) If professional design services or certifications by an appropriately licensed design professional related to systems, materials, or equipment are specifically required of the Contractor by a specific Job Order Task, then that professional(s) shall maintain Professional Liability Insurance in the amount of: \$1,000,000 Each Claim, \$1,000,000 Annual Aggregate. The Professional Liability Insurance coverage shall be maintained for four years after the date of Substantial Completion of the specific Job Order Task. The Contractor is responsible for requiring that the Professional Liability Insurance is acquired and maintained.
- b. The Owner may at any time require the Contractor to provide a valid Certificate of Insurance detailing Coverage Description; Insurance Company & Policy Number; Exceptions and Exclusions; Policy Effective Date; Policy Expiration Date; Limit(s) of Liability; and Name and Address of Insured. Failure to provide required evidence of insurance coverage shall be a material breach of this Contract.

**Builder's Risk:**

- (1) For Job Order Tasks of \$100,000 or more, the Contractor shall purchase and maintain, from a company or companies licensed to do business in Tennessee by the Department of Commerce and Insurance, property insurance written on a builder's risk "all risk" or equivalent policy form in the amount of the Job Order Task Contract Sum, plus value of subsequent Job Order Task GMP modifications for the covered project at the site on a replacement cost basis. Such property insurance shall be maintained, unless agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made for the specific Job Order Task or until no person or entity other than the Owner has an insurable interest in the property as required and indicated within these guidelines to be covered, whichever is later. This insurance shall include interests of the Owner as the named insured, and shall include the Contractor, Subcontractors and Sub-subcontractors, as additional insured in the Project.
- (2) Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm and debris removal and shall cover reasonable compensation for Owner's or Owner's Representative expenses required as a result of such loss.
- (3) This property insurance shall cover portions of the Work stored off the site, and also portions of the Work in transit.
- (4) Partial occupancy or use shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect

to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

- (5) Loss of Use Insurance. The Owner, at the Owner's option, may purchase and maintain such insurance as will insure the Owner against loss of use of the Owner's property due to fire or other hazards, however caused.
- (6) Before an exposure to loss may occur, the Contractor shall file with the Owner a copy of each policy that includes insurance coverages required within these guidelines. Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this Project. Each policy shall contain a provision that the issuing company will endeavor to mail ten (10) days written notice to the Owner should the policy be canceled prior to the expiration date. Failure to mail such notice shall impose no obligation or liability of any kind upon the Contractor or issuing company.
- (7) A loss insured under Contractor's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.
- (8) If after an insured loss no other special agreement is made and unless the Owner terminates the Contract for convenience, replacement of damaged property shall be performed by the Contractor after notification of a Change in the Work.
- (9) The Owner as fiduciary shall have power to adjust and settle a loss with insurers.

NOTE: "Umbrella" or "excess" insurance is not an acceptable substitute for the specified minimum amounts of required liability and workers compensation insurance. The Contractor shall provide, no later than the contract start date, a valid certificate of insurance naming the State of Tennessee as an additional insured.

E.6. State Ownership of Work Products. The State shall have ownership, right, title, and interest, including ownership of copyright, in all work products, including computer source code, created, designed, developed, derived, documented, installed, or delivered under this Contract subject to the next subsection and subject to full and final payment for each "Work Product." The State shall have royalty-free and unlimited rights and license to use, disclose, reproduce, publish, distribute, modify, maintain, or create derivative works from, for any purpose whatsoever, all said Work Products.

- a. To the extent that the Contractor uses any of its pre-existing, proprietary or independently developed tools, materials or information ("Contractor Materials"), the Contractor shall retain all right, title and interest in and to such Contractor Materials, and the State shall acquire no right, title or interest in or to such Contractor Materials EXCEPT the Contractor grants to the State an unlimited, non-transferable license to use, copy and distribute internally, solely for the State's internal purposes, any Contractor Materials reasonably associated with any Work Product provided under the Contract.
- b. The Contractor shall furnish such information and data as the State may request, including but not limited to computer code, that is applicable, essential, fundamental, or intrinsic to any Work Product and Contractor Materials reasonably associated with any Work Product, in accordance with this Contract and applicable state law.
- c. Nothing in this Contract shall prohibit the Contractor's use for its own purposes of the general knowledge, skills, experience, ideas, concepts, know-how, and techniques

obtained and used during the course of providing the services requested under this Contract.

- d. Nothing in the Contract shall prohibit the Contractor from developing for itself, or for others, materials which are similar to and/or competitive with those that are produced under this Contract.

E.7. Incorporation of Additional Documents. Each of the following documents is included as a part of this Contract by reference. In the event of a discrepancy or ambiguity regarding the Contractor's duties, responsibilities, and performance under this Contract, these items shall govern in order of precedence below.

- a. this Contract document with any attachments or exhibits (excluding the items listed at subsections b. through e., below);
- b. any clarifications of or addenda to the Contractor's proposal seeking this Contract;
- c. the State solicitation, as may be amended, requesting proposals in competition for this Contract;
- d. any technical specifications provided to proposers during the procurement process to award this Contract;
- e. the Contractor's proposal seeking this Contract.

E.8. Debarment and Suspension. The Contractor certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:

- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
- b. have not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
- c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
- d. have not within a three (3) year period preceding this Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Contractor shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified.

E.9. Contractor Participation Reporting.

The Contractor shall assist the State in monitoring the Contractor's performance of this commitment by providing, as requested, a quarterly report of participation in the performance of this Contract by small business enterprises and businesses owned by minorities, women, and persons with a disability. Such reports shall be provided to the State of Tennessee Governor's Office of Diversity Business Enterprise in form and substance as required by said office.

- E.10. Hold Harmless. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Contractor, its employees, or any person acting for or on its or their behalf relating to this Contract. The Contractor further agrees it shall be liable for the reasonable cost of attorneys for the State in the event such service is necessitated to enforce the terms of this Contract or otherwise enforce the obligations of the Contractor to the State.

In the event of any such suit or claim, the Contractor shall give the State immediate notice thereof and shall provide all assistance required by the State in the State's defense. The State shall give the Contractor written notice of any such claim or suit, and the Contractor shall have full right and obligation to conduct the Contractor's own defense thereof. Nothing contained herein shall be deemed to accord to the Contractor, through its attorney(s), the right to represent the State of Tennessee in any legal matter, such rights being governed by *Tennessee Code Annotated*, Section 8-6-106.

- E.11. Unencumbered Personnel. All persons assigned by the Contractor to perform services for the State under this Contract, whether they are employees, agents, subcontractors, or principals of the Contractor, shall not be subject to any employment contract or restrictive covenant provisions which would preclude those persons from performing the same or similar services for the State after the termination of this Contract, either as a State employee or an independent contractor, or as an employee, agent, subcontractor or principal of another contractor with the State. If the Contractor provides the State with the services of any person subject to a restrictive covenant or contractual provision in violation of this provision, any such restrictive covenant or contractual provision will be void and unenforceable, and the Contractor will pay the State and any person involved all of its expenses, including attorney's fees, caused by attempts to enforce such provisions.
- E.12. If a specific Job Order Task sum exceeds \$100,000, the Contractor shall provide a Contract Bond, in the amount of one hundred percent (100%) of the Job Order Task Sum covering faithful performance of contract and payment of obligations arising thereunder. If a Contract Bond is required, and a Three Year Roof Bond is also stipulated in the Construction Documents, then the Three Year Roof Bond shall be provided as stipulated. Bond(s) shall be executed on Tennessee State Building Commission Standard Form(s).

The Contract Bond should be held by the Contractor until the completion of all the work with the Job Order Task is completed.

Bond shall be executed on Tennessee State Building Commission Standard Form exhibited in the Proposal Documents (CSI Section No. 00 61 13) for the purposes of this project.

Bond shall be attached to the signed Job Order Task authorization at time of submission to the Owner by the Contractor.

Surety is the person or entity identified as such in a bond, and is referred to throughout the Contract Documents as if singular in number. The term "Surety" means the Surety or the Surety's authorized representative.

A Surety Company issuing a bond shall be licensed to transact business in the State of Tennessee by the Department of Commerce and Insurance. Bonds shall have certified, and current Power-of-Authority attached for the Surety's Attorney-in-Fact.

An Attorney-in-Fact who executes a bond on behalf of a Surety shall be licensed by the State of Tennessee as a Resident Agent, and shall affix license number to a bond. Alternatively, a countersignature by, and license number of, a licensed Resident Agent shall be affixed to the bond in addition to the signature of the Attorney-in-Fact.

Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under this Contract, the Contractor shall promptly furnish a copy of the bonds or shall permit a copy to be made.

- E.13. Competitive Procurements. This Contract provides for reimbursement of the cost of goods, materials, supplies, equipment, or contracted services. Such procurements by the Contractor shall be made on a competitive basis, where practical. The Contractor shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Contract. In each instance where it is determined that the use of a competitive procurement method was not practical, said documentation shall include a written justification, approved by the Commissioner of the Department of General Services, for such decision and non-competitive procurement.
- E.14. HIPAA Compliance. The State and Contractor shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its accompanying regulations.
- a. Contractor warrants to the State that it is familiar with the requirements of HIPAA and its accompanying regulations, and will comply with all applicable HIPAA requirements in the course of this Contract.
  - b. Contractor warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by HIPAA and its regulations, in the course of performance of this Contract so that both parties will be in compliance with HIPAA.
  - c. The State and Contractor will sign documents, including but not limited to business associate agreements, as required by HIPAA and that are reasonably necessary to keep the State and Contractor in compliance with HIPAA. This provision shall not apply if information received by the State under this Contract is NOT "protected health information" as defined by HIPAA, or if HIPAA permits the State to receive such information without entering into a business associate agreement or signing another such document.
- E.15. Lobbying. The Contractor certifies, to the best of its knowledge and belief, that:
- a. No federally appropriated funds have been paid, or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
  - b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, this Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
  - c. The Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code.

E.16. No Exclusive. Contractor acknowledges and agrees that this Contract does not award to Contractor the exclusive right to provide construction services or any type or quality to the State. This instrument may be executed in one or more counterparts. It shall be fully executed when each party whose signature is required has signed at least one (1) counterpart, even though no one (1) counterpart contains the signatures of all the parties to this instrument. Electronic, scanned or facsimile signatures shall have the same force and effect as original signatures. This Agreement is entered into as of the day and year first written above as witnessed:

**BY CONTRACTOR:**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**AND BY OWNER:     STATE OF TENNESSEE**  
**Middle Tennessee State University**

**APPROVED:** \_\_\_\_\_  
Ann McGauran, State Architect

**APPROVED:** \_\_\_\_\_  
Dr. Sidney McPhee  
Middle Tennessee State University President

**APPROVED:** \_\_\_\_\_  
Alan Thomas – Vice-President of Business and Finance

**APPROVED:** \_\_\_\_\_  
William Waits – Assistant Vice-President – Campus Planning

**APPROVED:** \_\_\_\_\_  
James Floyd – University Counsel

**PERSONNEL USED IN CONTRACT PERFORMANCE****PART 1 - GENERAL****1.01 ATTESTATION**

- A.** Contractor shall submit a completed and signed copy of this form with each Application for Payment during the period of this Contract.

Project Title & Number:	
Contractor Legal Entity Name:	
Federal Employer Identification Number (or Social Security Number)	

The Contractor, identified above, does hereby attest, certify, warrant, and assure that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract.

Signature \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_ Title \_\_\_\_\_

NOTICE: An individual empowered to contractually bind the Contractor MUST sign this attestation. If said individual is not the chief executive or president, this document shall attach evidence showing the individual's authority to contractually bind the Contractor.

## JOB ORDER REQUEST FOR GMP PROPOSAL FORM

**OWNER**

State of Tennessee,  
Middle Tennessee State University

**PROJECT**

Job Order Contract for Construction  
SBC Project No. 366/009-01-2025

**CONTRACTOR**

(Name)  
(Address)

**JOB ORDER**

(Title)  
(Location)  
Job Order No. (#)

**DESCRIPTION:** *(Brief description of Job Order)*

**Owner submits this Job Order RFP to Contractor with the following provisions:**

1. Job Order Documents shall include the following as an Attachment herein:
  - a) Job Order Proposal
  - b) Job Order Conditions:
    - 1) General Conditions
    - 2) Supplementary Conditions
    - 3) Additional Supplementary Conditions
  - c) Specifications, dated \_\_\_\_\_
  - d) Drawings, dated \_\_\_\_\_
  - e) Schedules, dated \_\_\_\_\_
  - f) Builders Risk policy (for Job Order Tasks \$100,000 or greater)
  - g) Contract Bond (for Job Order Tasks \$100,000 or greater)
2. Contractor shall submit Guaranteed Maximum Price ("GMP") Proposal based on the above Job Order Documents and in accordance with the terms and conditions of the Contract. GMP Proposal shall be submitted using attached Job Order Proposal Form and other documents, as required.
3. Contractor shall submit GMP Proposal within a period of not more than Twenty One(21) work days from receipt of this Request.

This request for proposal is submitted by:

Contract Administrator Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



## Job Order Procedures

### 1) Contractor Licensure

The Contractor shall be familiar with the Contractors Licensing Act of 1994, as currently amended (codified in Tennessee Code Annotated Sections 62-6-101, et seq.) A Job Order Agreement will not be awarded to Contractor whose proposal is in conflict with state licensing law. Contractor shall have a minimum License Limit amount of One Million and No/100ths Dollars (\$1,000,000.00), and a minimum License Classification of "Building Construction - Commercial" (BC-B). Contractor shall maintain licensure during the period of this Contract, and shall notify the Owner of any changes in licensure.

### 2) Job Order Parameters

All work shall be assigned to the Contractor in the form of a Job Order Agreement. A Job Order Agreement will be issued for a specific scope of work at a single location. Job Order It is the intent of this Contract that no individual Job Order shall exceed One Million Five Hundred Thousand and No/100ths Dollars (\$1,500,000.00). As used herein "Work" means any work to be performed pursuant to a Job Order Agreement.

### 3) Job Order Issue

The Owner will issue a request for proposal to the Contractor on the form identified as "Job Order Request for GMP Proposal Form" (CSI Section No. 00 24 13.16). The Owner or its designated representative may choose to visit the proposed work location with the Contractor to define the Job Order scope of work prior to issuance of the "Word Order Request for GMP Proposal Form" for such work.

### 4) Job Order Procedures

When the Owner requires work under this Contract, the Owner will request a price from the Contractor for a "one job, lump sum" Job Order. The following procedures shall be used for such orders:

- a) The Owner will provide to the Contractor a Job Order Request for GMP Proposal with attachments describing the work to be performed, which may include special instructions and conditions, and a material submittal register. The Contractor shall not be reimbursed for any costs, unless pre-approved, including proposal preparation and attendance during negotiations, prior to the execution of the Job Order. Contractor shall submit proposal on the form as titled "Job Order Proposal and Agreement Form" (CSI Section No. 00 42 13). The Owner will review the Contractor's Proposal and either request revisions or approve the proposal. Once the Job Order Proposal has been approved and executed by Owner and Contractor, it will be a "Job Order Agreement". Once a Job Order Agreement has been fully executed, Owner will issue a Notice to Proceed ("NTP"). Contractor shall submit the following upon receipt of a NTP:

- (1) Cost Itemization printout along with other required documentation as an attachment to the Job Order Proposal.

- (2) Electronic file by electronic media.

- (3) Additional documentation such as sketches or drawings, calculations, catalog cuts, specifications, and itemized details for overtime labor costs, etc. The Contractor License Number, License Classification, and License expiration date must be provided for all subcontractors performing work equal to or exceeding Twenty-Five Thousand and No/100ths Dollars (\$25,000.00).

- b) The Contractor shall have available full-time representation in the Greater Nashville area, Tennessee to receive Job Order Requests for GMP Proposal and other notifications. Contractor shall maintain office facilities housing Contractor's Project Manager and support staff in the Greater Nashville Metropolitan Area.
- c) The Contractor shall respond to a Job Order Request for GMP Proposal within seven (7) working days and may visit the proposed site in the company of the Contract Administrator or other representative(s) of the Owner, if necessary. The purpose of this site visit will be to establish a clear understanding between the Contractor and the Owner of what work is required in the Job Order. On-site changes may be made to the Job Order Proposal or drawings if the Contractor or the Owner's representative identify items of work that have been left out or for any other reason which remains inside the scope of the project. Any questions surrounding the proposed Job Order Request for GMP Proposal shall be submitted within five (5) working days of receipt of the request. The Owner will respond to questions and provide clarification within five (5) working days of receipt.
- d) Should the Contractor refuse to perform requested work, the Owner has the right to terminate the Contract in its entirety, or to enter into an agreement with a third party to perform such work which action by the Owner shall not be a waiver of its right to terminate the Contract, or to seek any other remedy allowed by law or at equity.
- e) The Contractor's Job Order Proposal shall be submitted within thirty(30) working days of the site visit, or if no site visit occurs, within twenty(20) working days of receipt by Contractor of the Job Order Request for GMP, which Contractor's Job Order Proposal, shall be supported by necessary documentation to indicate that Contractor has engaged in sufficient planning to indicate an understanding of the Work and an ability to perform. At a minimum the Contractor's Job Order Proposal package for each Job Order shall include a Cost Estimate, Office Detailed Level Report and electronic file, Line Item Estimation Quoted Prices, and/or a combination of all three (3) pricing methods.
- f) The Contractor's Mark-Up shall apply to all approved line items with the exception of overtime labor costs in excess of standard time.
- g) Upon receipt of the Contractor's Job Order Proposal, the Owner will review the proposal for completeness. The Owner will negotiate and approve or reject all line items, quantities, and performance times with the Contractor within fourteen (14) working days of receipt of the proposal.

### 5) Commencement and Completion of Work

- a) Contractor shall be required to commence a Job Order at the time specified in the NTP (issued when the contractor is mobilized), and complete the entire work within the performance time specified in the Job Order Agreement (Substantial Completion and punch list)..

- b) For each individual Job Order Agreement the Contractor shall provide progress schedules and status reports as required by the Job Order Agreement, or as directed by the Contract Administrator.
  - (1) Work Schedule: The Contractor shall prepare and submit progress schedules that show the total work schedule broken into individual items of work. The schedule shall show the percentage of completion at the close of each reporting period. This percentage shall be based on percentage of physical completion of the work. If applicable, the Work Schedule shall be submitted within five (5) working days after the date of receipt of NTP for each individual Job Order Agreement.
  - (2) Status Reports: The Contractor shall prepare and submit monthly project status reports for each outstanding Job Order Agreement. If applicable, the report shall be provided to the Contract Administrator on the first working day of each month. The report shall tell whether the project as a whole is on, ahead of, or behind schedule. If the project is behind schedule, the Contractor shall explain what actions will be taken to regain the schedule and provide an amended schedule. The report shall include a description of problem areas, delaying factors and their impacts and an explanation or corrective actions taken or proposed. Any events that occurred during the report month shall also be detailed. Costs for development/providing progress schedules, progress reports and status reports are included in the Contractor's General Conditions.
- c) The "Job Order Agreement Time" is the period between NTP and the time all work under the Job Order Agreement is complete. Job Order Agreement Time will be negotiated for each Job Order Agreement prior to execution. At the Owner's option, it may choose to specify a two-stage performance period. For example, separating material lead-time from construction days can considerably decrease the length of time occupied buildings are inconvenienced by construction.

#### 6) Design/Construction Requirements

All design and construction performed under this Contract shall comply with the latest edition of the attached Regulatory Requirements (CSI Section No. 01 41 15), unless the Contractor is directed otherwise by the Contract Administrator. Any exception must be approved in writing by the Contract Administrator prior to construction start-up.

#### 7) Preliminary Cost Estimates

At times requested by the Owner, the Contractor shall be required to submit preliminary cost estimates based on Owner identified work requirements. Such estimates shall be of sufficient detail and accuracy to establish budgetary limits for the considered work. Costs to prepare and submit these initial preliminary services shall not exceed Three Thousand No/100ths Dollars (\$3,000.00), per estimate, and shall be billed at an hourly rate. Payment of such services shall be made by the Owner only in cases where the work does not proceed. If work proceeds, the cost of preparing and submitting such estimate shall be assumed by the Contractor and not billed to Owner.

#### 8) Cost Estimation Procedures

- a) Throughout the duration of the contract, only the following cost data items shall be utilized:
  - (1) Current year R.S. MEANS™ based Facilities Construction Cost Data, bare costs localized with Estimating Systems, Inc.
  - (2) Detailed Line Item Pricing
  - (3) Quoted Prices or solicitation by a minimum of three (3) sub-contractors or suppliers.
  - (4) Contractor contingency not to exceed ten percent (10%) of the unadjusted items enumerated in items one through three above.
  - (5) Any combination of the above enumerated items may be used in the establishment of a Guaranteed Maximum Price ("GMP").
- b) If using the R.S. MEANS method, each Job Order Proposal estimate will be based upon the individual line item prices (*bare costs, localized*), from the Current year R.S. MEANS™ Construction Cost Data multiplied by the quantities to be installed.

Job Order proposals/estimates shall be prepared in the "unburdened" format, without overhead, profit, taxes, etc. Applicable General Conditions shall be calculated on a percentage of construction cost. The line items will be subtotaled and multiplied by the Contractor's Mark-Up. That final price will be the value of the Job Order Agreement issued to the Contractor.

There are no other multipliers or add-ons to the subtotal price. Each Job Order Agreement becomes a Guaranteed Maximum Price Contract and there shall be no changes to price, quantities, or negotiated methods except as modified by the Contract Administrator. Each estimate the Contractor submits shall become the property of the Owner.

The Contractor is encouraged to thoroughly investigate the requirements of each Job Order Request for GMP Proposal and include those costs into the estimate.

Prior to negotiations, the Owner will make reasonable efforts to discover line items that are missing from the Contractor's estimate. After a Job Order Agreement has been executed there will be no modifications to compensate the Contractor for line items accidentally excluded. Conversely, there will be no modifications to extract items inadvertently left in the contract. The Contractor shall not insert non-relevant or duplicate line items.

- c) The line items for installed materials in the R.S. MEANS™ Facilities Construction Cost include allowances for equipment, and therefore, in most cases no separate line items for equipment rental will be accepted.

Equipment rental compensation will only be allowed in the following circumstances:

- When equipment is not normally required to accomplish the specific type of work, but in a specific situation is required, such as a scissors lift or boom truck, when electrical conduit must be installed in a high-bay hangar ceiling.

- When the quantity required of a specific line item is not sufficient to compensate for at least one day of rental (if "duration" box in "line item details" is less than one. In this case, if equipment listed for original line item has a corresponding rental line item, the equipment cost may be set at zero, and a separate line item included for one-day rental.
- d) Estimates shall include all pertinent line items for the project as described in the Job Order Proposal, in project drawings and sketches, and at the site visit. Calculations used in preparing estimates for Job Orders shall be based on "net" "in-place" quantities. Pre-priced line items are "in-place" requirements and are therefore inclusive of all work necessary to provide a complete, functional product.

Additional quantities for waste, lap, shrinkage, expansion, compaction, or damage due to delivery, will not be allowed as a component of the line item cost unless specifically stated in the R.S. MEANS™ Facilities Construction Cost Data, or unless authorized by the Owner's Contract Administrator.

**EXAMPLES:**

- It is specifically stated in the aforementioned R.S. MEANS™ references to allow 5% waste for concrete ground pours.
  - Laying carpet in a room 14' X 20' would yield a quantity of 14' X 20' which equals 280 SF. The Contractor's proposal shall include a material quantity of no more than 280 SF times the R.S. MEANS™ Facilities Construction Data unit price. Any additional quantities / costs for material waste will not be allowed.
- e) The cost estimation procedures and R.S. MEANS™ line items are used for determination of a fair and reasonable price for the work described in the Job Order Proposal. The Contractor shall be responsible for completing all work required by the Job Order Proposal, drawings, submittals, and other contract documents. The only instances in which funds will be added or removed after Job Order award will be Owner directed addition to or modification of existing work, differing site conditions, or liquidated damages.
- f) For all Job Orders that require payment of overtime which was previously approved in writing, the Contractor shall submit certified payrolls to the Owner's Contract Administrator. Required overtime pertains only to work conducted after normal business hours during weekdays, and when conducted at the Owner's direction or convenience to avoid disruption of business, or to accommodate a rushed or emergency situation. Unless otherwise determined by the Owner, required overtime when directed or authorized by the Owner will apply only to the following:
- Work conducted greater than a standard work week;
  - Work conducted after normal business hours;
  - Work conducted during weekends or official Middle Tennessee State University recognized holidays.
- g) The Contractor shall estimate the number of trips to the Job Order job site required for appropriate project management by the Contractor. (See "Travel Compensation," Section 11 below of this Job Order Procedures) The number of proposed trips shall be listed in the Job Order Proposal. All job related travel is subject to authorization by the Owner's Contract Administrator.

**9) Required Communications Equipment**

Contractor shall maintain voice and data service at each office housing Contractor's personnel involved with the Contract. Contractor's Project Manager and other supervisory staff involved with an ongoing Job Order shall be equipped with mobile telephone and data service when away from their office station.

**10) Staffing**

- a) Contractor Staff
- The Contractor shall maintain adequate personnel resources necessary to successfully manage staff and perform the work of this Contract. Contractor staff shall provide a quick response, and shall possess the ability to manage multiple projects, and effectively utilize subcontractors. Inability to provide adequate staff may constitute a Contractor's refusal to perform the Work.
- b) Subcontractor Staff
- Subcontractors utilized shall meet all appropriate licensing requirements, and shall be appropriately skilled to perform the required work. (see Section D.5 of the Pro Forma Contract and Article 5 of the General Conditions of the Job Order for Job Order Contracting, CSI Section No. 00 72 16. Also Refer to CSI Section No. 01 78 88, Report of Subcontractors and Suppliers.)

**11) Travel Compensation Not Used**

***(End of Job Order Procedures)***

## JOB ORDER GMP PROPOSAL and AGREEMENT FORM

**OWNER**

State of Tennessee,  
Middle Tennessee State University

**PROJECT**

Job Order Contract for Construction  
SBC Project No. **366/009-01-2025**

**CONTRACTOR**

(Name)  
(Address)

**JOB ORDER**

Julie Morrell  
1301 E. Main Street Murfreesboro, TN  
37132Box#32  
**Job Order No. (#)**

Submission of this Job Order GMP Proposal by Contractor constitutes acknowledgement that:

1. Contractor has received, read, and understands the Job Order Documents, has visited the site and become familiar with local conditions under which work is to be performed, has correlated observations with requirements of Job Order Documents, and makes this GMP Proposal in accordance therewith.
2. This GMP Proposal constitutes an open offer, is irrevocable for a period of thirty (30) days following the date of the Contractor's signature, and upon acceptance by the Owner shall become binding under the terms of the above-referenced project Contract. Under this Contract, the Contractor shall be required to complete the Work in accordance with the Job Order Documents, in return for which the Owner shall pay the Contractor in current funds as provided in the Job Order Documents.

JOB ORDER COMPLETION REQUIRES PAYMENT OF OVERTIME – Y/N \_\_\_\_\_

If "YES" itemized overtime details must be attached.

3. Job Order Documents include this Job Order Proposal and Agreement Form & Attachments, the Job Order Conditions (General, Supplementary and other Conditions), the Drawings, the Specifications, and Modifications issued after execution of the Job Order.
4. The Work performed under this Job Order Proposal and Agreement Form shall be commenced on a date to be stipulated in the Notice to Proceed; and, subject to authorized adjustments. Substantial Completion shall be achieved upon the passage of the Job Order Time, calculated from and including the date of commencement and successful completion of work specified in the Job Order.

JOB ORDER TIME: \_\_\_\_\_ calendar days

5. Liquidated Damages shall be enforced as set forth in the Job Order Conditions, in the amount of:

LIQUIDATED DAMAGES: \$ \_\_\_\_\_ .00 per calendar day

6. This Contractor agrees to the following Job Order Sum: (show amount in both words and figures):

\_\_\_\_\_ and \_\_\_\_\_ /100ths Dollars

\$ \_\_\_\_\_ .00

This Sum is derived in accordance with the terms of the project Contract using the Cost Data published by R. S. Means , latest edition, applicable to the Work of the Job Order Documents and identified as an Attachment to this Job Order Proposal and Agreement Form, dated:

ATTACHMENT COST DATA DATE: \_\_\_\_\_

SBC Project No: 366/009-01-2025

Job Order No:

7. Person who signs proposal on behalf of Contractor is legally empowered to bind Contractor to Contract.
8. This GMP Proposal is submitted by:

Authorized signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Contractor, do not make any marks below this line.**

ACCEPTANCE BY OWNER:

This GMP Proposal is hereby accepted and the Contractor is bound to perform the Work as described in this agreement when executed by the undersigned.

Contract Administrator Approval: \_\_\_\_\_

Job Order Administrator Name: \_\_\_\_\_

THIS AGREEMENT entered into this date \_\_\_\_\_

**CONTRACT BOND**  
TENNESSEE STATE BUILDING COMMISSION STANDARD FORM

**BOND NO.** \_\_\_\_\_

**Know all men by these presents:** that we

(hereinafter called the "Principal") and

hereinafter called the "Surety") do hereby acknowledge ourselves indebted and securely bound and held unto

(hereinafter called the "Owner"), and in the penal sum of

good and lawful money of the United States of America, for the use and benefit of those entitled thereto, for the payment of which, well and truly to be made, we bind ourselves, our heirs, our administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

**But the condition of the foregoing obligation or bond is this:**

**Whereas,** the Owner has engaged the principal for the sum of

to complete the Work of the project titled:

as more fully appears in a written agreement or contract bearing the date of

a copy of which said agreement or contract is by reference hereby made a part hereof, as fully and to the same extent as if copied at length herein, and it is the desire of the Owner that the Principal shall assure all undertakings under said agreement or contract and shall assure and protect all laborers and furnishers of material on said Work both as provided by Tennessee Code Annotated Sections 4-15-102 (f)(2) and 12-4-201 through 12-4-206, and any and all amendments thereto, and shall assure the prompt payment of claims as provided by Tennessee Code Annotated Sections 12-4-207 through 12-4-208, and any and all amendments thereto. The Principal shall also comply with provisions of Tennessee Code Annotated Sections 12-4-401 through 12-4-415, and any and all amendments thereto, pertaining to the payment of the prevailing wage rate.

**Now, therefore,** if the Principal shall fully and faithfully perform all undertakings and obligations under the contract hereinbefore referred to and shall fully indemnify and hold harmless the Owner from all costs and damage whatsoever which it may suffer by reason of any failure on the part of the Principal to do so, and shall fully reimburse and repay the Owner any and all outlay and expense which it may incur in making good any such default, and shall fully pay for all of the labor, material and work used by the Principal and any immediate or remote subcontractor or furnisher of material under him in the performance of said contract, in lawful money of the United States, as the same shall become due, then this obligation or bond shall be null and void, otherwise to remain in full force and effect.

**And** for value received, it is hereby stipulated and agreed that no change, extension of time, alteration or addition to the terms of the contract or to the Work to be performed thereunder or to the specifications accompanying the same shall in any wise affect the obligation under this bond, and notice is hereby waived of any such change, extension of time, alteration or addition to the terms of the contract or to the Work or to the specifications.

**In witness whereof** the Principal has hereunto affixed its signature and Surety has hereunto caused to be affixed its corporate signature and seal, by its duly authorized officers, on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Executed in \_\_\_\_\_ counterparts.

**Witness:**

\_\_\_\_\_  
(name of Principal)

\_\_\_\_\_  
(name of Surety)

\_\_\_\_\_  
(authorized signature)

\_\_\_\_\_  
(signature of Attorney-in-fact)

\_\_\_\_\_  
(name of signatory)

\_\_\_\_\_  
(name of Attorney-in-fact)

\_\_\_\_\_  
(title of signatory)

\_\_\_\_\_  
(Tennessee license number of Agent or  
Attorney-in-fact)

\_\_\_\_\_  
(countersignature of resident Agent  
if not same as Attorney-in-fact)

*Surety Company issuing bond shall be licensed to transact business in State of Tennessee by Tennessee Department of Commerce and Insurance. Bonds shall have certified and current Power-of-Attorney for the Surety's Attorney-in-Fact attached. Attorney-in-fact who executes bond on behalf of Surety shall be licensed by and a resident of State of Tennessee, and shall affix license number to bond; or, countersignature by a licensed agent who is a resident of State of Tennessee, and the agent's license number, shall be affixed to the bond in addition to the signature of the Attorney-in-Fact.*

**THREE-YEAR ROOF BOND**  
TENNESSEE STATE BUILDING COMMISSION STANDARD FORM

**BOND NO.** \_\_\_\_\_

**GENERAL INFORMATION:**

Principal: \_\_\_\_\_

Surety Name: \_\_\_\_\_

& Address: \_\_\_\_\_  
\_\_\_\_\_

Building Owner: Middle Tennessee State University

Project: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Project Contract Date: \_\_\_\_\_

**KNOW ALL MEN BY THESE PRESENTS:**

That we, the Principal and the Surety, are held and firmly bound unto the Building Owner in the amount of

for the payment thereof in good and lawful money of the United States of America the Principal and the Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, Principal has, by written agreement referenced above, entered into a contract (hereinafter referred to as "the Contract" and hereby referenced herein) with the Owner for the construction of the Project identified above.

**NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION** is such that if the Principal shall fully indemnify the Owner for all loss that the Owner may suffer by reason of any defective material and/or workmanship in the materials furnished for and the installation of the above referenced Project roofing system which become apparent during the period of three (3) years from the date of Substantial Completion of the above referenced Project roofing system, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Surety hereby agrees that no change, extension of time, alteration or addition to the terms of the contract or to the Work to be performed thereunder or to the specifications accompanying the same shall in any way affect the obligations under this bond, and notice is hereby waived of any such change, extension of time, alteration or addition to the terms of the contract or to the Work or to the specifications.



**IN WITNESS WHEREOF** the Principal has hereunto affixed its signature and Surety has hereunto caused to be affixed its corporate signature and seal, by its duly authorized officers, on this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

Executed in \_\_\_\_\_ counterparts.

**Witness:**

\_\_\_\_\_  
(name of Principal)

\_\_\_\_\_  
(name of Surety)

\_\_\_\_\_  
(authorized signature)

\_\_\_\_\_  
(signature of Attorney-in-fact)

\_\_\_\_\_  
(name of signatory)

\_\_\_\_\_  
(name of Attorney-in-fact)

\_\_\_\_\_  
(title of signatory)

\_\_\_\_\_  
(Tennessee license number of Agent or  
Attorney-in-fact)

\_\_\_\_\_  
(countersignature of resident Agent  
if not same as Attorney-in-fact)

*Surety Company issuing bond shall be licensed to transact business in State of Tennessee by Tennessee Department of Commerce and Insurance. Bonds shall have certified and current Power-of-Attorney for the Surety's Attorney-in-Fact attached. Attorney-in-fact who executes bond on behalf of Surety shall be licensed by and a resident of State of Tennessee, and shall affix license number to bond; or, countersignature by a licensed agent who is a resident of State of Tennessee, and the agent's license number, shall be affixed to the bond in addition to the signature of the Attorney-in-Fact.*

# **GENERAL CONDITIONS**

## **OF JOB ORDER AGREEMENTS FOR JOB ORDER CONTRACTING**

### **ARTICLE 1**

#### **GENERAL PROVISIONS**

##### **1.1. Job Order Documents**

**1.1.1.** "Job Order Documents" means:

- .1 the Job Order Agreement;
- .2 these General Conditions; and
- .3 Specifications, Drawings, and Modifications.

**1.1.2.** Job Order documents shall include all items necessary for proper completion of the Work and shall be the property of the Owner.

**1.2. "Record Documents"** means the record copy Job Order Documents and approved submittals required by Article 4.4 of these General Conditions that have been kept in good condition for submittal to Job Order Administrator (as hereinafter defined) upon completion of the construction activity. In the course of the Work, Contractor shall legibly mark these documents to record actual conditions of Work, including: location, depth, and identification of new and existing underground items, location by dimension and identification of utilities, valves, tap points, equipment, service access, test points, and related features, field change directives, description and details of features for maintenance, service, replacement, or expansion of the Work.

##### **1.3. Owner's Right to Stop Work**

Owner may order Contractor in writing to stop Work or a portion thereof if Contractor fails to correct defective Work as required or persistently fails to carry out Work in accordance with Job Order Documents, until the cause for such order has been eliminated. This right to stop Work imposes no duty of Owner to exercise this right for the benefit of Contractor or another person or entity.

### **ARTICLE 2**

#### **OWNER**

##### **2.1. "Job Order Administrator"**

Means the individual identified in the Job Order Agreement.

##### **2.2. Information and Services Required of Owner**

**2.2.2.** Owner will furnish surveys describing physical characteristics, legal limitations and utility locations for the site, and legal description of site, to the extent necessary.

**2.2.3.** Owner will secure and pay for necessary approvals, easements, assessments and charges required for the construction, use or occupancy of permanent structures, or for permanent changes in existing facilities, except as required of Contractor.

**2.2.4.** Owner will furnish information and services under Owner's control with reasonable promptness.

**2.2.5.** Owner will furnish Contractor the number of copies of Job Order Documents reasonably necessary for execution of Work free of charge.

##### **2.3. Owner's Right to Carry Out Work**

If Contractor defaults or neglects to carry out Work in accordance with Job Order Documents and fails within seven days after receipt of written notice to commence and continue correction of such default or neglect with diligence and promptness, Owner may without prejudice to other available remedy make good such deficiencies. In such case, an appropriate Change Order shall be issued deducting the cost of correcting such deficiencies from the Job Order Sum, and if payments then or thereafter due Contractor are insufficient to cover such amount, Contractor shall pay the difference to Owner.

### **ARTICLE 3**

#### **CONTRACTOR**

### **3.1. Supervision and Construction Procedures**

- 3.1.1.** Contractor shall perform the Work, using Contractor's best skill and attention, and is solely responsible for construction means, methods, techniques, sequences, procedures, and coordination.
- 3.1.2.** Contractor is responsible to Owner for acts and omissions of Contractor, Contractor's subcontractors' suppliers', agents and employees, and other persons performing work under contract with Contractor.
- 3.1.3.** Contractor shall not be relieved from obligations to perform Work in accordance with Job Order Documents either by activities or duties of Job Order Administrator in administration of the Contract, or by inspections, tests or approvals required or performed by persons other than Contractor.

### **3.2. Warranty**

Contractor warrants that materials and equipment furnished under Contract will be of good quality, free from faults and defects, and in conformance with Job Order Documents. Work not conforming to these requirements, including substitutions not properly approved, may be considered defective. This warranty is not limited by provisions for correction of Work.

### **3.3. Taxes**

Contractor shall pay any and all sales, consumer, use, and/or other similar taxes for Work or portions thereof provided by Contractor.

### **3.4. Permits, Fees, and Notices**

- 3.4.1.** Unless otherwise provided in Job Order Documents, Contractor shall secure and pay for the building permit and for all other permits and governmental fees, licenses, and inspections necessary for proper execution and completion of Work.
- 3.4.2.** Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and lawful orders of public authority bearing on the performance of the Work.
- 3.4.3.** If Contractor observes that Job Order Documents are at variance with applicable laws, statutes, building codes and regulations, Contractor shall promptly notify Job Order Administrator in writing, and necessary changes shall be accomplished by appropriate Change Order.
- 3.4.4.** If Contractor performs Work knowing it to be contrary to such regulatory requirements without giving such notice to Job Order Administrator, Contractor assumes full responsibility therefore and shall bear all costs attributable thereto.

### **3.5. Allowances**

Allowances stated in Job Order Documents are included in work

### **3.6. Superintendent**

Contractor shall employ a competent superintendent and necessary assistants who shall monitor progress of Work, representing Contractor. Communications given to Superintendent shall be binding as if given to Contractor. Communications shall be confirmed in writing on request.

### **3.7. Progress and Submittals Schedules**

- 3.7.1.** For Job Order Agreements having an initial time duration of thirty days or greater, or as requested, Contractor shall submit progress and submittals schedules.
- 3.7.2.** FORMAT: Contractor shall format progress and submittals schedules in bar chart or other form approved by Job Order Administrator, utilizing the same method throughout Job Order duration, and clearly identifying Job Order.
- 3.7.3.** SUBMITTAL: Contractor shall prepare and submit schedules within 7 days of award of Job Order. Contractor shall prepare and submit updated schedules with each application for payment, unless waived by Owner.
- 3.7.4.** CONTENT: Contractor's schedule shall be consistent with schedule of values, shall show planned progress from commencement through completion, and shall indicate monthly progress delineations and point of Substantial Completion.
- 3.7.5.** Job Order Administrator may require revision of schedules if schedules seem impracticable, and Contractor shall revise and resubmit within five (5) days.

### **3.8. Documents and Samples at the Site**

- 3.8.1.** Contractor shall maintain at site one complete record set of Job Order Documents in good order marked "Record Documents" and marked currently to record actual conditions of construction, changes, approved Shop Drawings, Product Data and Samples. These shall be available to Job Order Administrator and shall be delivered to Job Order Administrator for Owner upon completion of Work.
- 3.8.2.** Contractor shall furnish two complete sets of "Work Data" which shall include:
  - .1** the Contract and Job Order identified on the face of the document;

- .2 a complete listing of subcontractors and material suppliers written on the form provided as CSI Section No. 01 78 88, including for each the applicable dollar amount, company name, address, phone number, local company representative, and information regarding the status of whether any are a diversity-owned business as defined in E.9 of the Contract and,
- .3 copies of Certificates, Warranties, Product Data, Maintenance and Operation Data, and related documents information required by Job Order Documents or furnished with items included in Work.

### **3.9. Shop Drawings, Product Data, and Samples**

**3.9.1.** Contractor shall review, approve and submit Shop Drawings, Product Data and Samples required by Job Order Documents with reasonable promptness and in such sequence as to cause no delay in Work or in work of Owner or separate contractor.

**3.9.2.** By approving and submitting Shop Drawings, Product Data and Samples, Contractor represents to have determined and verified materials, field measurements, and field construction criteria and to have checked and coordinated information contained within such submittals with requirements of Job Order Documents.

**3.9.3.** Contractor shall not be relieved of responsibility for deviation from requirements of Job Order Documents by Job Order Administrator's approval of Shop Drawings, Product Data or Samples unless Contractor has specifically informed Job Order Administrator in writing of such deviation at time of submission and Job Order Administrator has given written approval to the specific deviation. Contractor shall not be relieved from responsibility for errors or omissions in Shop Drawings, Product Data or Samples by Job Order Administrator's approval thereof.

**3.9.4.** Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data or Samples, to revisions other than those requested by Job Order Administrator on previous submittals.

**3.9.5.** No portion of Work requiring submission of Shop Drawing, Product Data or Sample shall be commenced until submittal has approval of Job Order Administrator. Work shall be in accordance with approved submittals.

### **3.10. Use of Site**

Contractor shall confine operations at site to areas permitted by law, permits, and Job Order Documents, and shall keep site reasonably clear of materials and equipment.

### **3.11. Cutting and Patching**

Contractor shall be responsible for cutting, fitting, or patching needed to complete Work, and shall not damage or endanger a portion of Work or the work of Owner or separate contractors by cutting, patching, or otherwise altering work, and shall not alter work of Owner or separate contractor except with written consent thereof. Contractor shall not unreasonably withhold consent to cutting or otherwise altering Work by others.

### **3.12. Cleaning Up**

Contractor shall keep premises free from accumulation of waste materials or rubbish caused by operations, and at completion of Work shall remove tools, equipment, machinery surplus and waste materials, and rubbish from and about the Work, or Owner may do so and charge the costs thereof to Contractor.

### **3.13. Access to Work**

Contractor shall facilitate access to the Work by Owner whenever and wherever Work is in preparation or progress.

### **3.14. Royalties and Patents**

The Contractor shall pay all royalties and license fees. The Contractor shall, subject to approval by the Attorney General of the State of Tennessee with respect to suits or claims against Owner, defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect Designer harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or Architect Designer. However, if the Contractor knows or has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Designer.

## **ARTICLE 4**

## **ADMINISTRATION OF THE JOB ORDER CONTRACT**

### **4.1. Job Order Administrator**

- 4.1.1.** Job Order Administrator is Owner's representative until obligations of the Job Order are discharged.
- 4.1.2.** Job Order Administrator provides administration of Job Order, and has authority only to the extent provided in Job Order Documents. Duties, responsibilities and limitations of authority of Job Order Administrator may only be modified or extended by Change Order.
- 4.1.3.** Job Order Administrator is interpreter of Job Order Documents and judge of performance by Contractor. Job Order Administrator has authority to order minor changes in the Work, to reject Work which does not conform to Job Order Documents, and to require special inspection or testing of Work, whether or not such Work has then been fabricated, installed or completed.
- 4.1.4.** In case of Owner-desired change of the designated Job Order Administrator, Owner may appoint a new Job Order Administrator whose status under Job Order Documents shall be that of the former Job Order Administrator.

### **4.2. Communications**

With respect to the Work to be performed under Job Order Agreements, (i) Contractor shall forward communications to Owner through Job Order Administrator; and (ii) Owner will forward instructions and communications to Contractor through Job Order Administrator.

### **4.3. Payments, Modifications, and Completion**

Job Order Administrator will be the initial Owner representative reviewing Applications for Payment based on observations of Work. Job Order Administrator will prepare Change Orders. Job Order Administrator will inspect to determine dates of Substantial Completion and final completion, as applicable.

### **4.4. Submittals**

Job Order Administrator will review and approve or take other appropriate action on Contractor's submittals, but only for conformance with the Job Order Documents. Job Order Administrator's approval of a specific item shall not indicate approval of an assembly of which the item is a component. Job Order Administrator will receive warranties and related documents required of and assembled by Contractor, and forward to Owner.

### **4.5. Interpretations**

- 4.5.1.** Job Order Administrator will render interpretations, judgments, and decisions with reasonable promptness, and consistent with intent of, and reasonably inferable from, Job Order Documents, in writing or in form of drawings, seeking faithful performance by both Owner and Contractor. Job Order Administrator will not be liable for the result of interpretations or decisions rendered in good faith. Job Order Administrator's decisions in matters relating to artistic effect will be final.
- 4.5.2.** Either party to the Contract may request interpretations, judgments, and decisions pursuant to Section 4.6 below.

### **4.6. Claims and Disputes**

The State of Tennessee is not subject to mechanic's liens. Payment is protected through the Contract Bond, if and as required by paragraph 11.4 of these Conditions. Claims, disputes, and other matters in question relating to execution of Work or interpretation of Job Order Documents, shall be referred to Contract Administrator if Contractor is not satisfied with the response of the Job Order Administrator. If Contractor and Owner are unable to resolve any claim or dispute through good faith negotiations conducted by either the Job Order Administrator or the Contract Administrator, further action against the Owner may be taken up with the Tennessee Claims Commission, pursuant to TCA § 9-8-101, et seq. Specific requirements for notice of claim are set forth in TCA § 12-4-205. Damages recoverable against the Owner shall be limited expressly to claims awarded by the Commission.

### **4.7. Project Meetings**

Job Order Administrator will schedule and administer Pre-Construction Conference, periodic Progress Meetings, and other specially called or required meetings in cooperation with Contractor. Job Order Administrator and Contractor shall attend. Contractor shall require attendance by representatives of Subcontractors, Suppliers, and others, as befits the agenda, with each representative being qualified and authorized to act on behalf of the entity each represents.

## **ARTICLE 5 SUBCONTRACTORS**

### **5.1. Definition**

A subcontractor is a person or entity who has a direct or indirect contract with Contractor to perform a portion of the Work.

## **5.2 Award of Subcontracts**

**5.2.1.** Contractor shall furnish to Job Order Administrator in writing, with every Job Order Proposal, names of subcontractors proposed for portions of Work. See CSI Section No. 01 78 88.

**5.2.2.** Contractor shall neither employ subcontractors against whom Job Order Administrator has reasonable objection, nor be compelled to contract with anyone against whom Contractor has reasonable objection.

## **5.3. Subcontractual Relations**

Contractor shall require subcontractor to be bound to Contractor by the terms of the Job Order Documents and to assume toward Contractor the obligations and responsibilities which Contractor assumes toward Owner, and shall allow subcontractors the benefits of rights, remedies and redress against Contractor that Contractor has against Owner.

## **5.4. Use of Subcontractors**

Subcontractors listed in the proposal for this project shall be used in the capacity listed.

## **5.5. Subcontract Awards**

Contractor shall not award a subcontract to one who made a competing proposal for the Contract and subsequently reneged or withdrew that proposal. Contractor shall not allow work under the Job Order Agreement to be performed by a contractor or subcontractor that has been disqualified from participating in State of Tennessee construction projects under the supervision of the State Building Commission. Such disqualification extends to succeeding or related corporations, partnerships, joint ventures, and other business organizations having substantial factual or legal connections, continuity, or identity with those that have been disqualified. If such a participant is discovered, Contractor shall immediately discontinue the participation and provide a suitable substitute at no additional cost to the Owner, and provide documentation to the Owner of the action taken to comply with this requirement.

# **ARTICLE 6 WORK BY OWNER OR BY SEPARATE CONTRACTORS**

## **6.1. Right to Perform Work and Award Separate Contracts**

**6.1.1.** Owner may perform work related to the Job Order Agreement and award separate contracts in connection with the Job Order Agreement or other work on site under these or similar Conditions of Contract.

**6.1.2.** Owner will provide for coordination of work of his own forces and of separate contractors with Work of Contractor, who shall cooperate therewith as provided in Paragraph 6.2.

**6.1.3.** Claims by Contractor that delay or additional cost is involved because of such action by Owner, shall be made as provided elsewhere in Job Order Documents.

## **6.2. Mutual Responsibility**

**6.2.1.** Contractor shall afford Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and execution of their work, and shall connect and coordinate with their work as required by Job Order Documents.

**6.2.2.** Costs caused by defective or ill-timed work shall be borne by the responsible party.

# **ARTICLE 7 CHANGES IN THE WORK**

**7.1.** The Owner, without invalidating the Job Order Agreement, may order changes in the Work within the general scope of the Job Order Agreement, and, in that case, the Job Order Sum and the Job Order Time shall be adjusted accordingly, with such changes authorized by Change Order. The Job Order Administrator may order minor changes in the Work which do not impact upon the Job Order Sum and the Job Order Time by written notice acknowledged by Contractor.

## **7.2. Change Orders**

**7.2.1.** A Change Order is a written order signed by Owner after execution of the Job Order Agreement authorizing a change in Work or adjustment in Job Order Sum or Job Order Time. A Change Order not signed by Contractor may be commonly referred to as a Construction Change Directive. A Change Order signed by Contractor indicates agreement therewith, including

adjustments in Job Order Sum and/or Job Order Time. Any Change Orders increasing the Job Order Sum shall be funded out of Owner contingency.

**7.2.2.** Change Orders shall be prepared on the form provided as CSI Section No. 01 26 40 of Specifications. Itemizations of cost shall be prepared by Contractor utilizing R. S. Means Cost Data in accordance with the Contract.

**7.2.3.** Change Orders shall include complete description of changes in Work, Job Order Sum, and Job Order Time, and be further supported by:

- .1** Documentation of reasons for changes in Work, Job Order Sum, /or Job Order Time.
- .2** Itemization of applicable direct costs to Contractor and subcontractors, citing: Material units, costs, quantities, and totals; Equipment hours, rates, and totals; and, Labor hours, rates, and totals.
- .3** If a weather-related delay, comparative data by the National Oceanic and Atmospheric Administration, obtained by the Contractor as an impartial basis for determining justifiable extensions, or daily work logs which describe actual local weather conditions and impact, are subject to approval by the Job Order Administrator. See Attachment CSI Section No. 01 26 20, Weather Delays, which is incorporated herein by reference as if set forth in full.

**7.2.4.** Job Order Administrator will prepare proposed Change Orders. After executing the same, Contractor shall retain one (1) counterpart of change orders and return other counterparts to Job Order Administrator.

### **7.3. Field Orders**

**7.3.1.** The GMP shall include a construction contingency ("Contractor GMP Contingency") in an amount as indicated in CSI Section 00 24 16.16, Job Order Procedures, 8), a), (4), to help reduce the risks assumed by the Contractor in providing the GMP for the Job Order Agreement. The Owner and the Contractor acknowledge that the contingency is included to adjust the estimate for eventualities which have not been taken into precise account in the establishment of the GMP, including, but not limited to, those eventualities resulting from the Job Order Documents not being complete at the time the GMP is established, and/or the refinement of design details within the scope of the work and the standards of quality on which the final, approved GMP was based, that were not present in, or, reasonably inferable, from the Job Order Documents at the time the GMP is proposed, or, are not common industry practice in similar situations or uses; those eventualities resulting from Scope gaps between trade contractors, unforeseen field conditions, circumstances, or other occurrences which a prudent Contractor would not have reasonably detected or anticipated during the discharge of the Contractor pre-construction duties; and/or those eventualities resulting from costs due to subcontractor or subcontracted labor disputes that impact the project.

**7.3.2.** The amount of the Contractor GMP Contingency is the maximum sum available to the Contractor to cover costs incurred as a result of such unanticipated causes or details. Cost overruns in excess of the amount of the Contractor GMP Contingency will be borne by the Contractor, unless the GMP is adjusted pursuant to the terms of the GMP. If all of the funds in the Contractor GMP Contingency are expended, or, in the event the Cost of the Work exceeds the Guaranteed Maximum Price and any adjustments as may be due under the terms of this agreement, the Contractor shall continue to perform at no additional cost to the Owner until the Work is complete. The Contractor shall be responsible for paying all costs, in accordance with the terms of this agreement that may be necessary to complete the Work, even if such amounts are in aggregate in excess of the Guaranteed Maximum Price.

**7.3.3.** The Contractor GMP Contingency may be applied to any items within the cost of the Work without the necessity of a modification, without constituting a change in the work, and without resulting in any change in the GMP. The Contractor shall advise the Owner in writing prior to applying a part of the Contractor GMP Contingency to an item within the cost of the Work. Any use of the Contractor GMP Contingency requires mutual agreement of the Contractor and Owner, which shall not be unreasonably withheld. The Contractor shall fully document the change on its copy of the Job Order Documents that will be used as a part of the Record Documents.

**7.3.4.** The amount of the Contractor GMP Contingency is to be reviewed by the Owner as part of its review of the GMP. The Owner retains the right to specifically request revisions to the amount of the Contractor GMP Contingency prior to the Owner's acceptance and approval of the GMP.

**7.3.5.** The Contractor GMP Contingency is not available and shall not be used for activities including, but not limited to, the following:

- .1** Payment of liquidated damages, reimbursement of additional consultant services due to deficient or delayed work, or similar back charges or damages from the Owner caused by the Contractor;
- .2** Correction of errors, omissions, conflicts or defects in the documents that would be discoverable through reasonable review and inspection of the documents during the constructability reviews required by the Job Order Agreement.
- .3** Correction of items that are not precisely depicted on the Job Order Drawings but are common industry practice to complete the work, in similar situations or uses.

- .4 Correction of take-off and/or estimating mistakes made by a subcontractor and/or supplier.
  - .5 Any costs that are recovered by the Contractor from insurance, sub-contractors, suppliers, or, any other source;
  - .6 To supplement the Contractor's own office or field staff, beyond the levels or commitment originally agreed to, without prior written consent of the Owner;
  - .7 Any use, regardless of meeting conditions above, that is for the sole use, benefit or convenience of the Contractor and would not create any additional benefit or difference to the final Work than the original Job Order Documents would have provided;
  - .8 To reimburse Contractor for insurance deductibles.
- 7.3.6. The procedures for use of contingency funds shall be in accordance with Attachment CSI No. 01 26 10.01, Contractor's Procedures for use of Contingency Funds which is incorporated herein by reference as if set forth in full.

#### 7.4. Costs and Credits

- 7.4.1. Credit to Owner for change in Work shall be actual net costs as confirmed by Job Order Administrator.
- 7.4.2. Cost to Owner from change in Work shall be the lump sum properly itemized by Contractor.

### **ARTICLE 8** **TIME**

8.1. Time limits stated in Job Order Documents are of the essence of the Contract. Contractor shall expedite the Work, and achieve Substantial Completion in accordance with the Job Order Agreement.

8.2. "Day" shall mean calendar day unless otherwise specifically designated.

#### 8.3. Delays and Extensions of Time

8.3.1. The basis exists for an extension of time if Contractor is delayed in performing Work, but solely to the extent that delays are unforeseeable, unavoidable, and beyond the control and without fault or negligence, in whole or in part, of Contractor, subcontractors, sub-subcontractors, and suppliers at every tier, that said delays directly impact the Contractor's ability to achieve completion in accordance with the Job Order Time requirements, that said delays cannot be made up by reasonable efforts otherwise, and that said delays stem from the following causes:

- .1 **Class 1** causes: an act or failure to act on the part of Owner, or of a separate contractor employed by Owner, or an injunction against Owner or Owner's representatives.
- .2 **Class 2** causes: abnormal weather, acts of God, riots, civil commotions, acts of War, fire, unavoidable casualties, epidemics, quarantine restrictions, labor disputes, unusual delay in transportation, freight embargoes, or delays or insolvencies of subcontractors, sub-subcontractors, or suppliers.

8.3.2. A claim for extension of time shall be made in writing to Job Order Administrator not more than ten days after commencement of delay; otherwise it shall be waived. In the case of a continuing delay, Contractor shall provide an estimate of probable effect of such delay on progress of Work, and subsequently detail full impact of delay before action will be taken on disposition of the claim.

8.3.3. Owner will not be obligated or liable to Contractor for, and Contractor hereby expressly waives claims against Owner on account of, damages, costs, expenses, or related impacts which Contractor, subcontractors, sub-subcontractors, suppliers, or other persons may incur as a result of a Class 1 or a Class 2 cause enumerated in 8.3.1; Contractor's sole and exclusive remedy and full compensation in such event shall be an extension of Job Order Time in accordance with provisions of the Job Order Documents.

8.3.4. Modifications required under this paragraph shall be implemented in accordance with Article 7.

### **ARTICLE 9** **PAYMENTS AND COMPLETION**

9.1. **Job Order Sum** is not to exceed the Guaranteed Maximum Price ("GMP") as stated in the Job Order Agreement and, including authorized adjustments thereto, is the total amount payable by Owner to Contractor for performance of Work under the Job Order Documents.

#### 9.2. Progress Payments

9.2.1. For Job Orders having initial or adjusted time duration of greater than sixty days, Contractor may submit progress payments monthly. Otherwise, payment procedures shall be in accordance with clause 9.9 and Section C.5 of the Contract.



**9.2.2.** Based upon original and two copies of each Application for Payment on AIA Document G702 Application and Certificate for Payment accompanied by AIA Document G703 Continuation Sheet itemized with line items and values of the Schedule of Values along with all invoices of actual cost with required attachments and accompanying submittals prepared and submitted to Job Order Administrator by Contractor, and Certificates for Payment issued by Job Order Administrator, Owner will make progress payments on account of the Job Order Sum to Contractor. Line items within the Schedule of Values shall correspond with line items submitted as a part of the Job Order approval process. Contractor shall complete CSI Section No. 01 29 76.13, Personnel Used in Contract Performance, and submit with each Application for Payment.

**9.2.3.** Applications may include allocations for materials stored at the site or materials stored at another location with Certificate of insurance and documentation.

**9.2.4.** Payment prior to Final Completion of the Work shall be in the amount of ninety-five percent (95%) of the portion of Job Order Actual Costs plus Contractor Mark-Up certified by Contractor and Job Order Administrator for each pay request, less the aggregate of previous payments by Owner.

**9.2.5.** Payment may be expected within forty five (45) days after an undisputed Certificate for Payment has been received by Owner.

**9.2.6.** Contractor shall promptly pay each subcontractor within ten (10) days, upon receipt of payment from the Owner, the portion thereof to which the Subcontractor is entitled, reflecting actual retainage.

**9.2.7.** Neither the Owner's approval of Applications for Payment, nor its making payment thereon, shall constitute Owner's acceptance of work not in accordance with Job Order Documents.

### **9.3. Payments Withheld**

Payments may be withheld to such extent as may be necessary in the sole and exclusive opinion of the Owner, protect the Owner from loss because of:

- .1** defective Work not remedied;
- .2** third party claims filed or reasonable evidence indicating probable filing of such claims;
- .3** failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;
- .4** reasonable evidence that the Work cannot be completed for the unpaid balance of the Job Order Sum;
- .5** damage to the Owner or another contractor;
- .6** reasonable evidence that the Work will not be completed within the Job Order Time;
- .7** persistent failure to carry out the Work in accordance with the Job Order Documents; or

### **9.4. Title to Work**

Contractor warrants that title to Work, materials, and equipment covered by an Application for Payment will pass to Owner, free and clear of liens, claims, security interests, or encumbrances, hereinafter referred to as "Liens," either upon incorporation in construction or upon receipt of payment by Contractor, whichever occurs first.

### **9.5. Substantial Completion**

**9.5.1.** The Date of "Substantial Completion" is the date certified by Job Order Administrator when:

- .1** Work is sufficiently complete so Owner can occupy or utilize the Work or designated portion thereof for its intended use;
- .2** Owner has established a punchlist of items to be completed or corrected per 9.5.2;
- .3** Contractor has provided Owner training, Operating & Maintenance Data Binders which include complete Product Data, Operating & Maintenance Data, and use and occupancy permits if applicable (See CSI Section No. 01 78 21, Close Out Submittals, and CSI Section No. 01 79 00, Demonstration and Training); and
- .4** Contractor has tested, demonstrated, and operated equipment and systems, if any, in the presence of Owner representative.

**9.5.2.** When Contractor considers Work substantially complete, Contractor shall submit to Job Order Administrator written notice that Work is Substantially Complete, with a list of items to be completed or corrected and dates scheduled for completion or correction of each item. Upon receipt of such notice, Job Order Administrator will schedule an inspection meeting with Contractor.

**9.5.3.** If Job Order Administrator determines that Work is not Substantially Complete, Job Order Administrator will promptly notify Contractor in writing stating reasons. Contractor shall remedy deficiencies in Work and send second written notice of Substantial Completion to Job Order Administrator. Job Order Administrator will then schedule a re-inspection meeting.

**9.5.4.** When Job Order Administrator concurs that Work is substantially complete, Job Order Administrator will prepare a Certificate of Substantial Completion accompanied by Contractor's list of items to be completed or corrected as verified and

amended by Job Order Administrator. Job Order Administrator will submit this Certificate to Contractor and Owner for their signatures.

**9.5.5.** The Certificate of Substantial Completion shall establish the Date of Substantial Completion, stating responsibilities of Owner and Contractor for security, maintenance, heat, utilities, damage to Work, and insurance, and fixing the time within which Contractor shall complete the Work. Warranties shall commence on the Date of Substantial Completion.

## **9.6. Liquidated Damages**

Time being of the essence, the parties agree that the amount of damages resulting from delay would be uncertain and difficult to prove. For each day that the Contractor has failed to achieve Substantial Completion beyond the Substantial Completion date(s) set forth in the Job Order Agreement, the Contractor shall pay the Owner liquidated damages in the amount of the greater of \$250 or 0.5% of the GMP. However, in no event shall the liquidated damages be in excess of \$2,500 per day. The GMP shall be used for purposes of setting liquidated damages irrespective of any subsequent change in the GMP. Both parties acknowledge and agree to the terms of this section.

## **9.7. Final Inspection**

**9.7.1.** The Date of Final Completion is the date certified by Job Order Administrator when Contractor has:

- .1** completed the Work, with no items outstanding;
- .2** provided Construction Record Documents which include:
  - a)** Corrected Record Drawings, in electronic format;
  - b)** F825 Substitute SBC-25 form, complete and updated;
  - c)** Contractor's final application and certificate for payment;
  - d)** Addenda and Change Orders; sequentially, including attachments. Oversize sheets, such as drawings, may be marked to correspond to the applicable addenda or change order, and inserted at the end of the Corrected Record Drawings;
  - e)** Project Manual, corrected (marked-up) including, Table of Contents and lists of drawings updated to reflect changes by addenda and modifications;
  - f)** Conditions, including AIA documents;
  - g)** Specifications, updated to reflect changes by addenda and modifications; and
  - h)** Sustainable Design Guidelines Checklist / Tracking forms completed, if applicable; and
- .3** obtained inspections or letters of acceptance for items requiring approval from governing authorities.

**9.7.2.** When Contractor has reviewed Job Order Documents and inspected Work for completion in compliance with Job Order Documents, and considers Work complete and ready for final inspection and acceptance, Contractor shall submit to Job Order Administrator written request for final inspection certifying readiness. Upon such request and certification, Job Order Administrator will make inspection with Contractor as soon as practicable.

**9.7.3.** If Job Order Administrator considers Work incomplete or defective, Job Order Administrator will promptly notify Contractor in writing listing incomplete or defective work. Contractor shall take immediate steps to remedy stated deficiencies and repeat the process of the previous subparagraph.

**9.7.4.** If Job Order Administrator finds Work acceptable in accordance with Job Order Documents and the Contract fully performed, Job Order Administrator will make final accounting.

## **9.8. Final Accounting**

**9.8.1.** Job Order Administrator will prepare a Change Order, if necessary, to affect liquidated damages and other appropriate adjustments to Job Order Sum not previously effected, and deliver it to Contractor, who shall sign and return it to Job Order Administrator. Any difference between GMP and Costs plus Contractor Mark-Up will be returned to Owner.

**9.8.2.** When the Work and Final Accounting are complete, Job Order Administrator will instruct Contractor to submit Final Application for Payment.

## **9.9. Final Payment**

**9.9.1.** Contractor shall submit to Job Order Administrator an original and two copies of final application on AIA Document G702 Application and Certificate for Payment, accompanied by:

- .1** AIA Document G703 Continuation Sheet itemized with line items and values of the Schedule of Values;
- .2** Invoices of actual cost;
- .3** Contractor's Affidavit of Payment of Debts and Claims on AIA Document G706, that all payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which Owner might in any way be responsible, have been paid or otherwise satisfied;

- .4 other data establishing payment or satisfaction of all such obligations, such as receipts, releases and waivers of liens arising out of the Contract, to the extent and in such form as may be designated by the Owner;
- .5 a copy of roofing system warranties, if any are required by the Job Order Documents, and a copy of the list of subcontractors and suppliers. See CSI Section No. 01 78 26, Form for Roof Data, CSI Section No. 01 78 36, Roofing System Warranty, and CSI Section No. 01 78 88, Report of Subcontractors and Suppliers;
- .6 a copy of all transmittals indicating that certified payrolls have been submitted to Tennessee Department of Labor;
- .7 verification of items identified as part of 9.5.2 have been completed to the satisfactory of the Owner;

**9.9.2.** Upon completion of the Work and full performance of the Contract, final inspection, and receipt of the final Application for Payment with required attachments, Job Order Administrator will issue Certificate for Payment.

**9.9.3.** Final Payment, constituting the entire unpaid balance of the Job Order Sum, will be paid by Owner to Contractor when Work has been completed, the Contract fully performed, and a final Certificate for Payment issued by the Job Order Administrator.

**9.9.4.** The making of final payment shall constitute a waiver of all claims by the Owner except those arising from:

- .1 unsettled liens;
- .2 faulty or defective Work appearing after Substantial Completion;
- .3 failure of the Work to comply with the requirements of the Job Order Documents; or,
- .4 terms of any special warranties required by the Job Order Documents.

**9.9.5.** Acceptance of final payment shall constitute a waiver of payee's claims, except those claims previously made in writing and identified as unsettled at the time of final application for payment.

**9.9.6.** The Owner reserves the right to deduct from amounts which are or shall become due and payable to Contractor under this or any contract between the parties any amounts which are or shall become due and payable to the Owner by the Contractor under this or any other contract between the parties.

#### **9.10. Method of Payment**

Payments to Contractor shall be made through Owner's Business Office via Check.

### **ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY**

**10.1.** Contractor shall be responsible for initiating, maintaining and supervising safety precautions and programs in connection with the Work. Contractor shall take reasonable precautions for the safety of, and shall provide reasonable protection to prevent damage, injury, or loss to:

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of Contractor or subcontractors; and
- .3 other property and appurtenances at the site or adjacent thereto.

**10.2.** Contractor shall give all notices and comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the safety of persons or property or their protection from damage, injury or loss.

**10.3.** Contractor shall erect and maintain reasonable safeguards for safety and protection.

**10.4.** When use or storage of explosives or other hazardous materials or equipment is necessary for execution of Work, Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

**10.5.** The Contractor shall not load or permit any part of the Work to be loaded so as to endanger its safety.

**10.6.** Contractor shall promptly remedy damage or loss to property caused in whole or in part by Contractor, subcontractor, or sub-subcontractor, or anyone directly or indirectly employed by any of them, or caused by anyone for whose acts any of them may be liable, except damage or loss attributable to the acts or omissions of the Owner or anyone directly or indirectly employed by it, or by anyone for whose acts Owner may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to any other obligations contained in any other sections of these General Conditions.

### **ARTICLE 11 UNCOVERING AND CORRECTION OF WORK**

**11.1.** Contractor shall promptly correct Work rejected by Job Order Administrator as defective or failing to conform with Job Order Documents whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Contractor shall bear costs of correcting rejected Work.

**11.2.** If within one year after Date of Substantial Completion, or such longer period of time as may be prescribed by law or by the terms of applicable special warranty required by Job Order Documents, work is found to be defective or not in accordance with Job Order Documents, Contractor shall correct it promptly unless Owner has previously given Contractor written acceptance of such condition. This obligation shall survive termination of Job Order.

**11.3.** If Three Year Roof Bond is provided, with regard only to the roofing system, its installation, and materials, the one year time period of 11.2 is extended for two (2) additional years for a total period of three (3) years, during which time Contractor's obligations hereunder shall be joint and several with Roofing Company as defined and set forth in the Roofing System Warranty. For the purpose of this Paragraph, Roofing Company's actions, whether of omission or commission, pursuant to Roofing System Warranty are likewise actions of Contractor and in no way negate or reduce responsibilities of Contractor. See CSI Section No. 00 61 43, Three Year Roof Bond, and CSI Section No. 01 78 36, Roofing System Warranty.

#### **11.4. Warranty Inspection**

At the discretion of the Owner, a warranty inspection will be scheduled and conducted at project site prior to one year from date Substantial Completion was achieved, but as close to the end of that year as is reasonably possible, and shall be attended by at least one representative each of Owner and Contractor, in order to evaluate outstanding corrections needed pursuant to Contractor's warranty of Work.

**END OF DOC**

## **CONTRACT GMP CONTINGENCY**

### **PART 1 - GENERAL**

#### **1.01 CONTRACTOR PROCEDURES for USE of CONTINGENCY FUNDS**

##### **A. AUTHORIZATION to USE CONTRACTOR CONTINGENCY FUNDS**

The Contractor may be requested to make a change to the work by the Owner where such work should be funded by the Contractor Construction Contingency Funds per paragraph 7.3 of the General Conditions of the Job Order for Job Order Contracting. Such a change must be documented in the same manner as a Change Order and must be authorized in writing by the Owner by a Field Order Document.

##### **B. SUPPORTING DOCUMENTATION for USE of CONTRACTOR CONTINGENCY FUNDS**

1. Proposed application to use Contractor Contingency funds must be in writing, and must specifically describe the reason the use of the funds is justified, with specific reference to the appropriate use as specified under paragraph 7.3 of the General Conditions of the Job Order for Job Order Contracting, and must itemize material, equipment and labor for Contractor, Subcontractors, and Sub-Tier Contractors. Unless waived by Owner, each itemization of values of direct cost must be in the same format as indicated in Cost Estimation Procedures of the Job Order Procedures. Each submission shall provide the following information, citing:
  - a. Materials: units, costs, quantities, totals
  - b. Equipment: hours, rates, totals
  - c. Labor: hours, rates, totals.
2. Proposed changes in Contract Time will be initiated by Change Order.

##### **C. FORM for USE of CONTRACTOR CONTINGENCY FUNDS**

The form used shall be that as shown in Section 01 26 39.01, Form for Field Order, or a similarly formatted document utilizing the same text. Complete description of the reason for the use of the Contractor Contingency funds shall be included in the body of the form or in referenced attachment. Changes in GMP and/or Contract time shall use Section 01 26 40, Form for Amendment, Change Order, or Directive.

##### **D. SIGNATURES:**

1. Form shall be signed by authorized representatives of each of the entities required by Conditions of the Contract.
2. Proposed Contractor Contingency fund usage forms will be prepared by Owner and normally signed before being issued to Contractor. Contractor shall sign acceptable proposed usage of Contractor Contingency funding form, then shall retain one (1) counterpart and return the other counterparts to Owner.

**END OF SECTION**

## 01 26 20 – WEATHER DELAYS

### PART 1 - GENERAL

#### 1.01 EXTENSION OF CONTRACT TIME

If a Claim is made for an extension of time based upon weather delays in accordance with the General Conditions an extension may be granted only for the number of weather delay days in excess of the number of days listed for the applicable month on the standard baseline.

#### 1.02 STANDARD BASELINE FOR ADVERSE WEATHER

- A. The standard baseline is defined as the number of calendar days for each month during which construction activity exposed to weather conditions is 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.
- B. The Owner has established a standard baseline for the State of Tennessee 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

#### 1.03 ADVERSE WEATHER AND WEATHER DELAY DAYS

- A. Adverse weather is defined as the occurrence of one or more of the following conditions within a 24 hour day that prevents construction activity exposed to weather conditions or access to the site:
1. Precipitation (rain, snow, or ice) in excess of one-tenth inch liquid measure.
  2. Temperatures that do not rise above the minimum required for the day's construction activity, if such temperature requirement is specified or accepted as standard industry practice.
  3. Sustained wind speed in excess of the maximum for the day's construction activity, if such sustained wind speed maximum is specified or accepted as standard industry practice.
  4. Dry out days under the following conditions:
    - a. more precipitation days occur than listed in the standard baseline;
    - b. there is a hindrance to site access or sitework and Contractor has taken all reasonable accommodations to avoid such hindrance; and,
    - c. no more than one dry out day is allocated for each additional day of precipitation more than the standard baseline that total one inch or more, liquid measure, unless specifically recommended by the Designer.
- B. A weather delay day may be counted if adverse weather prevents work on the project for 50% or more of the contractor's scheduled work day and critical path construction activities were included in the day's schedule, including a weekend day or holiday if Contractor has scheduled construction activities that day.

## **01 26 20 – WEATHER DELAYS**

### **1.04 DOCUMENTATION AND SUBMITTALS**

#### **A. Weather Delay Report:**

1. Use a copy of Section 01 26 25 as a weather delay report, indicating for each calendar month the days on which construction activity affecting the critical path of the Work was prevented by weather conditions.
2. In the column for the cause, indicate measurement of precipitation, temperature, wind, or other influencing factors.
3. Describe the construction activity that was scheduled, on the critical path, and delayed.
4. At the end of the month, add up the number of days delay, subtract the baseline number given in this Section, and show the resulting claimable days in excess of baseline.
5. Submit a copy of the completed report with the next application for payment. Reports submitted with applications for payment do not constitute a claim or preliminary claim for extension of time.

#### **B. Claim for a time extension based on weather delay(s):**

1. Submit a copy of all reports completed since the last month for which a time extension was previously claimed, or the commencement of Work if no previous claim, through the last month for which delay is being claimed. Claims for time extension based upon weather delays are unjustified if a submitted report does not corroborate the claim or if no report was submitted when it was required with an application for payment.
2. Submit daily jobsite work logs showing which and to what extent critical path construction activities have been affected by weather on a monthly basis.
3. 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.
4. Organize claim documentation to facilitate evaluation on a basis of calendar month periods and the standard baseline.
5. Submit in accordance with the requirements of the Contract Documents.

PART 2 – PRODUCTS (Not Used)

PART 3 – EXECUTION (Not Used)

END OF SECTION

## 01 26 25 – WEATHER DELAY REPORT

SBC Project Number and Project Name:		Month and Year Reported Below:
Date	Weather condition causing delay	Work scheduled on critical path for this day that was delayed.
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		
26		
27		
28		
29		
30		
31		
	Total number of days this month with delay due to weather	
	Baseline number from Section 01 26 20	
	Total – Baseline = claimable days	

END OF SECTION



## 01 26 40 – FORM FOR AMENDMENT, CHANGE ORDER, OR DIRECTIVE

[ ] Amendment PROJECT:

[ ] Change Order Project Number:

[ ] Construction Change Directive Modification Number:

Original Contract Date: Date This Change Initiated:

The following changes in the Contract are hereby directed:

Item	Reference	Work	Contract Sum	Contract Time
------	-----------	------	-----------------	------------------

The original Contract Sum ..... \$

Net Change previously authorized ..... \$

The Contract Sum prior to this Modification ..... \$

This modification ( *increases* / *does not change* / *decreases* ) the Contract Sum... \$

The new Contract Sum, including this modification ..... \$

This Modification ( *increases* / *does not change* / *decreases* ) the Contract Time..

The new Contract Time, including this Modification.....

The last day of the Contract Time, including this Modification.....

CONTRACTOR  
Signed

DESIGNER  
Signed

OWNER  
Signed

Name  
&  
Date

Name  
&  
Date

Name  
&  
Date

For

For

For

Changes over 10% cumulatively or exceeding \$500,000.00, STATE ARCHITECT:

Signed

Name

Date

# 01 26 54 - FORM FOR PRICE SUMMARY

SBC Project Number:	Project Name:
---------------------	---------------

Name of General Contractor:
-----------------------------

Proposal Number:	Date Itemized:	Page	of	pages
------------------	----------------	------	----	-------

Work by Subcontractors	Name of Subcontractor	Costs and Allowances

Subtotal:	0.00
General Contractor mark-up on Subtotal: <input type="text"/> % =	0.00
Subtotal for General Contractor for work by subcontractors:	0.00

Work by General Contractor

Subtotal (including Subcontractors and the General Contractor):	0.00
---	------

Cells with red underline (if viewed in color) are for you to fill in. Others are protected.

Rounding off is permitted if rounding up for decreases and rounding down for increases. Math functions in Excel show rounded to nearest penny, but carry exact value for calculations. Let embedded math do its work.

This spreadsheet is available on the Owner's Designers' Manual website.

Bond Premium:	% =	0.00
---------------	-----	------

<b>Total:</b>	0.00
---------------	------

# 01 26 55 - FORM FOR PRICE OF WORK

SBC Project Number:	Project Name:
---------------------	---------------

Work itemized below provided by:

Proposal Number:	Date Itemized:	Page	of	pages
------------------	----------------	------	----	-------

[illegible]

Cells with red underline  
(if viewed in color)  
are for you to fill in.  
Other cells are protected.  
Rounding off is permitted

Materials	Subtotal	0.00	Equipment	Labor	Subtotal	0.00
	% Sales Tax =	0.00			% Burden =	0.00
	Cost:	0.00		Cost:	0.00	

if rounding up for decreases and rounding down for increases. Math functions in Excel show rounded to nearest penny, but carry exact value for calculations.

Let embedded math in "extension" columns do its work.

This spreadsheet is available on the Owner's Designers' Manual website.

Subtotal of Costs of Materials + Equipment + Labor = \$ 0.00

10% Overhead allowed on costs = \$	0.00
------------------------------------	------

Subtotal of Costs + Overhead = \$ 0.00

5% Profit allowed on Costs + Overhead = \$ 0.00

**Total for this change = \$** 0.00

FORM FOR FIELD ORDER

Request to Use CM Contingency Funds

Field Order No. \_\_\_\_\_

**Project Name:**

**Project Location:**

**SBC Project No: 366/009-01-2025**

**Job Order No:**

---

Description of Usage:

Justification of Usage:

---

The Original Sum of the Contractor Contingency Fund: \$  
Net Usage previously authorized: \$  
Sum of the Fund prior to the Usage: \$  
This modification (increase/decrease/does not change) the Fund: \$

***This modification does not change Contract Time. If a change in time is required it shall be accomplished by Change Order***

**CONTRACTOR:** The cost associated with the usage of these funds must be submitted in accordance with Cost Job Order Procedures.

**OWNER:** Shall verify proposed pricing and agrees to the usage of these Funds as being in the best interest to the Owner and verifies that adequate funds are available to pay the cost for the accomplished work.

---

**Contractor**

**Owner**

Signed \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

Signed \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

**Additional Owner signatures (as required):**

Signed \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

Signed \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

Signed \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

---

## SECTION 01 29 16 CM/GC-GMP CONTINGENCY AND RESERVE

### PART 1 - GENERAL

#### 1.01 DEFINITION

- A.** The CM/GC-GMP Contingency and the Reserve Fund are defined in the CM/GC Master Contract Attachment 1 Scope of Services and Deliverables.
- B.** The CM/GC-GMP Reserve Fund is an accumulation from trades that were estimated at the time that the GMP was agreed upon and are later bid to complete the trade bidding. Trades that bid less than estimated add the difference to Reserve. Trades that bid more than estimated deduct the difference from Reserve. Once all estimated trades are bid and awarded, if there is a net negative Reserve, the amount is charged to the GMP Contingency, regardless whether the GMP Contingency has sufficient balance to cover the charge. The Reserve does not accumulate from savings through substitutions, reductions in Work, nor unused remainders of allowances; rather, such savings are to be returned to the Owner through an appropriate modification as soon as they occur.

#### 1.02 CM/GC-GMP CONTINGENCY LOG

- A.** Maintain a Contingency Log on the specified form, showing for each item a sequence number, brief caption description, individual cost, the portion of that cost currently incurred for Total Completed and Stored to Date of applications for payment, and whether the item needs or has received concurrence required by 1.02.C. If there are Phases, make sequence numbering subordinate to each Phase, grouping the items by Phase, and provide a subtotal for each Phase.
- B.** Providing a copy of Log to Owner and Designer constitutes written advisement for items clearly fitting definition.
- C.** When providing an updated Log that contains items not clearly fitting Contingency definitions that have not been given written concurrence by Owner and Designer accepting the inclusion in the Contingency, identify such items and obtain written concurrence from Designer and Owner in the form of their initials upon a copy of the Log next to each such item.

#### 1.03 RESERVE FUND LOG

- A.** Maintain a Reserve Fund Log on the specified form, showing for each estimated trade:
  - 1.** the **Name** of the successfully bidding subcontractor engaged for the trade, once trade bidding is actually completed. Until then, while trade bidding is pending, leave the subcontractor blank;
  - 2.** the **Date** for trade bidding, whether pending a future occurrence, or actually having occurred; or, when an exception to trade bidding has been authorized by the Owner, the date of authorization;
  - 3.** the **Description** of the trade, and, if the amount of the trade is split between multiple line items in the schedule of values, the line items of the Schedule of Values that together account for the full amount of the trade;
  - 4.** the **Estimated Value** of the trade as agreed;
  - 5.** the **Actual Price** of the trade, once trade bidding has actually occurred and subcontracts awarded based upon bidding; and,
  - 6.** the **Effect on Reserve**, which is the Estimated Value minus the Actual Price.

- B. The Reserve Log spreadsheet calculates the Effect on Reserve once a Name is filled in. This formula is filled in for enough rows to fill most or all of the first page. If the Log requires further rows, copy the formula into the additional rows.
- C. List the estimated trades in the order they are listed in the agreement and amendments, if any.
- D. As trade bidding is completed for each trade, report the results, identifying the trade(s) procured, and providing an updated copy of the Reserve Log, bid tabulation, and a copy of the bids received.
- E. Except as may be allowed according to paragraph F immediately below, if an estimated trade is not procured by bidding, it loses its status as an estimated trade and instead becomes a scope gap to be paid from the GMP Contingency. In this case, enter this in the Reserve Log with "scope gap" as the **Subcontractor**, the effective date as the **Date**, the **Description** unchanged, the **Estimated Value** unchanged, zero as the **Actual Price**, and the resulting increase **Effect on Reserve**.
- F. Owner may authorize an exception to the requirement of bidding a trade when: the trade is a relatively small add to an existing subcontracted trade; or, if the trade is relatively small and impractical to procure through bidding; or, if the trade has been specified as proprietary or sole-source; or, if the trade is work that can only be provided by a local utility or government. In such exceptional cases, the CM/GC will provide an itemized cost for that trade using specification section 01 26 55; or, if a local utility or government, then whatever is their customary means of presenting their costs.
- G. If Owner authorizes a transfer of Reserve into Contingency, enter this in the Reserve Log with the name of the Owner employee authorizing the transfer as the **Subcontractor**, the authorization date as the **Date**, "Owner authorized transfer" as the **Description**, zero as the Estimated Value, the amount of authorized transfer as the **Actual Price**, and the resulting decrease **Effect on Reserve**.
- H. Attach current copy of Reserve Log to each counterpart of each Application for Payment.

## 1.04 EFFECT ON THE SCHEDULE OF VALUES

- A. Include only values consistent with the current Contingency Log and Reserve Log. To the extent that 1.02.C requires concurrence for items, include only values consistent with concurrences received.
- B. Include a single line item in the Schedule of Values for the Reserve Fund. If there are no phases in the Schedule of Values, include a single line item in the Schedule of Values for the CM/GC-GMP Contingency, and represent values as for other line items.
- C. If there are Phases in the Schedule of Values:
  1. include an overall line item for the portion of the CM/GC-GMP contingency not included in a Phase;
  2. include also a line item in each Phase for its portion of the CM/GC-GMP contingency;
  3. initially, set CM/GC-GMP contingency values at full value for overall, and zero for each phase;
  4. as costs are assigned to CM/GC-GMP Contingency, to the extent costs are applicable within phases, increase scheduled value of applicable Phase, and reduce scheduled value of overall CM/GC-GMP contingency, so their sum remains constant; and,
  5. represent values for each CM/GC-GMP contingency line item as for other line items.
- D. Include estimated trades as distinct line items in the Schedule of Values, initially showing these at their Estimated Value, later adjusting them to their Actual Price as the trade bidding is completed.

**1.05 EFFECT ON APPLICATIONS FOR PAYMENT:**

A total completed and stored to date for an estimated trade cannot be included in an application for payment until the procurement has been completed and the effect on Reserve shown in the Reserve Log.

**1.06 EFFECT ON PROGRESS SCHEDULE AND PUBLIC ADVERTISEMENT:**

- A.** In the Progress Schedule, show the bid dates for each estimated trade as also shown in the Reserve Log. In the Progress Schedule, include the period during which the trade will be released for solicitation of its trade bids.
- B.** Inform the Owner's bidding coordinator specifically when each trade enters solicitation, and ensure that the bidding coordinator has posted the public advertisement for the suitable period approved by the Owner's project manager.

**END OF SECTION**

## 01 29 76 – PROGRESS PAYMENT PROCEDURES

### PART 1 – GENERAL

#### 1.01 SUBMITTAL:

- A. In each Application for Payment provide the document indicated in the following table according to its context.

Counterpart or Copy	Progress Payment	Reducing Retainage Upon Subst. Completion	Final Payment	Document	§ 1.03 Subsection
counterpart	YES	YES	YES	G702 Application	A
copy	YES	YES	YES	G703 Continuation	B
copy	no	no	YES	Final Accounting	C
copy	YES	YES	YES	Contingency & Reserve Logs (if CM/GC)	D
copy	if any	if any	no	Off-Site Stored Materials documents	E
counterpart	no	no	YES	Affidavit of Payment	F
counterpart	no	YES	YES	Consent of Surety with Power of Attorney	G
copy	no	no	YES	Insurance Certificate	H
copy	no	no	YES	Statement of Continuing Insurability	I
copy	no	if any	if any	U&O Permit	J
copy	no	YES	YES	Data Binder Receipt(s)	K
copy	no	no	YES	Roof Warranty or Warranties	L
copy	no	no	YES	Report of Subcontractors and Suppliers	M
copy	YES	if any	no	Visitor Log	N
copy	YES	if any	no	Weather Delay Report	O
copy	YES	If any	YES	Submittals Log per 01 31 90	
copy	YES	If any	YES	Construction Schedule per 01 32 00	

- B. Provide application documents assembled in order listed above on 8½" x 11" pages, except 11" x 17" pages can be used for Progress Schedules and Submittal Logs if folded to fit an 8½" x 11" size. Orient all pages as shown below. Provide application sets bound with a single clip (no staple) affixed to the upper left of the G702 first page (according to its orientation ▽).



- C. Counterpart documents shall be original instruments with wet signatures and embossed or wet-stamped seals, in each set of application documents.



## 01 29 76 – PROGRESS PAYMENT PROCEDURES

- D. Provide a draft submission, including attachments, as a PDF attached to an email, to Designer and to the Owner's construction representative three days prior to actual submittal.
- E. Provide actual submission of five sets of the application documents to the Designer at progress meeting, substantial completion inspection meeting, or final inspection meeting. If submitted outside of these meetings, provide conveyance of application to Designer, from Designer to Owner's construction representative, and from Owner's construction representative to Owner's central office.

### 1.02 INCLUSIONS AND CALCULATIONS:

- A. Accurately represent all values with two decimal places, calculated to the penny.
- B. Stored Materials: Materials suitably stored on-site but not yet incorporated into the Work can be included; and, those suitably stored off-site can be included if documented in accordance with later provisions of this section.
- C. On CM/GC contracts, the total completed and stored to date for estimated trades can only be included once bids have been taken, subcontracts awarded, and the actual price reconciled to the Reserve Log.
- D. Calculation of retainage and amounts withheld:
  - 1. Credit for completed work and stored materials, and deductions for incomplete work, comprise the Total Completed and Stored to Date. The Total Completed and Stored to Date shall not include the value of punch list items that remain incomplete after Substantial Completion.
  - 2. Retainage is calculated as a percentage of Total Completed and Stored to Date: 5% prior to Substantial Completion; 2% after Substantial Completion; then, none at final payment. In the continuation sheets, showing retainage at individual line items is not required and is discouraged, as it promotes rounding errors. Retainage should only be shown at phase sub-totals, if phases exist, and when retainage rates vary between phases.
  - 3. Other amounts withheld (i.e., potential liquidated damages or in response to subcontractor claims of non-payment) can be added to the continuation sheet and deducted from the Total Completed and Stored to Date, or can be deducted from the resulting current payment due after retainage and prior payments are accounted.
- E. If a billing period would cross a State fiscal year (ending June 30, starting July 1), provide separate pay requests for the portion of work performed in each fiscal year.

### 1.03 FORMS, FORMAT, AND CONTENT:

- A. G702 Application: Use AIA Document G702 Application and Certificate for Payment
  - 1. For project identification, include the Owner's project number featured prominently, institution name, and work name, which is normally the project title shown in the Agreement.
  - 2. Provide a unique, sequential application number.
  - 3. Include the Contractor's address exactly as provided in the ACH Form.
  - 4. Show the county where the Work is located, normally where AIA captions "Contract for".

## 01 29 76 – PROGRESS PAYMENT PROCEDURES

- B. G703 Continuation: Use AIA Document G703 Continuation Sheet itemized with the line items and values of the schedule of values accepted by Designer, and values and percentages for each line item. If there are phases, include a sub-total for each phase as well as a grand total.
- C. Final Accounting: Allocate final Contract Sum as if Modifications had been fully incorporated in Contract Sum at award of Contract, and shall follow the same format as the schedule of values.
- D. GMP Contingency Log and Reserve Log, only if a CM/GC contract.
- E. Off-Site Stored Materials: If any, provide the following.
  - 1. Statement identifying where materials are stored, and assuring that materials are tagged to identify them for use in the project.
  - 2. Bill(s) of sale for materials claimed that list(s) all items.
  - 3. Certificate of insurance covering materials claimed, recognizing Owner's right to make claims.
- F. Affidavit of Payment of Debts and Claims: Provide counterpart using AIA Document G706, when requesting final payment for the Work or reduction of retainage to zero for any portion of the Work.
- G. Consent of Surety:
  - 1. If seeking reduction in retainage prior to final payment for the entire Work, or final payment on only a portion of the Work, provide counterpart using AIA Document G707A Consent of Surety to Reduction in Retainage, or a similarly formed letter.
  - 2. If seeking final payment, provide counterpart using AIA Document G707 Consent of Surety Company to Final Payment, or a similarly formed letter.
  - 3. If Contractor has listed exceptions in the affidavit of payment, Surety's consent shall acknowledge such exceptions.
  - 4. If Contract is not bonded, consent of surety is not required, and Owner will instead advertise a public notice of settlement, and wait 30 days for responses, before accepting the application.
  - 5. Provide counterpart of power of attorney with consent of surety.
- H. Insurance Certificate: If seeking final payment, provide certificate of insurance for products and completed operations as required by the General Conditions of the Contract for Construction.
- I. Statement of continuing insurability: If seeking final payment, a letter written to the effect required by the General Conditions of the Contract.
- J. Use & Occupancy Permit (some jurisdictions have a different name): Provide copy with first application following substantial completion.
- K. Data Binder Receipt:
  - 1. With first application following substantial completion, provide copy of document identifying to whom Contractor delivered the operating and maintenance data binders.
  - 2. With application for final payment, provide copy of document identifying to whom Contractor delivered project data binders

## **01 29 76 – PROGRESS PAYMENT PROCEDURES**

- L. Roof Warranty or Warranties, if any required, on the Owner's section 07 50 36 standard form.
- M. Report of Subcontractors and Suppliers, on the standard form.
- N. Visitor Log for the period covered by application. After substantial completion, provide log(s) for periods prior to substantial completion that have not been provided in a prior application.
- O. Weather Delay Report for all calendar months completed, up to the date of substantial completion, and not previously submitted.

### **1.04 CERTIFICATION**

- A. Designer, if in disagreement with the amounts claimed in an application, may either return application to Contractor for revision and resubmittal, or revise application by hand to indicate corrections Designer considers appropriate.
- B. Designer, finding an application complete and correct, will certify the application and return one of the sets to Contractor to indicate the action taken.

PART 2 – PRODUCTS (Not Used)

PART 3 – EXECUTION (Not Used)

END OF SECTION

## 01 41 15 – BASIC REGULATORY REQUIREMENTS

### PART 1 - GENERAL

#### 1.01 APPLICABLE CODES, RULES, STANDARDS, REGULATIONS, AND LAWS

- A. Comply with all applicable codes, standards, regulations and laws.
- B. The following is a list of major codes that may govern the project. It is not to be considered all-inclusive of codes and regulations that may apply and current revisions and editions must be confirmed.
  - 1. Currently adopted codes of the Tennessee Department of Commerce and Insurance, State Fire Marshal's Office. Refer to the Codes Enforcement section of the Office's web site for further information which may include, but is not limited to the following.
    - a. building codes
    - b. fuel gas codes
    - c. mechanical codes
    - d. plumbing codes
    - e. property maintenance codes
    - f. fire codes
    - g. energy conservation codes
    - h. existing building codes
    - i. fire protection and life safety codes
  - 2. Current rules of the Tennessee Department of Commerce and Insurance, Division of Fire Prevention. Refer to the Division's web site for further information which may include, but is not limited to the following.
    - a. electrical installation rules
    - b. equitable restroom rules
    - c. construction plans and specifications review rules
  - 3. Current rules of the Tennessee Department of Labor and Workforce Development, Board of Boiler Rules. Refer to the Board's web site for further information.
  - 4. Current rules of the Tennessee Department of Labor and Workforce Development, Elevator & Amusement Device Safety Board. Refer to the Board's web site for further information.
  - 5. The Tennessee Public Building Accessibility Act, Tennessee Code Annotated (TCA) § 68-120-204 with comments as follows. Reference the web site of the Tennessee Department of Commerce and Insurance, Division of Fire Protection.
    - a. ADA Title II, State and local government facilities must follow the requirements of the 2010 standards, including both the Title II regulations at 28 CFR 35.151 and the 2004 ADAAG at 36 CFR part 1191, appendices B and D. In the few places where requirements between the two differ, the requirements of 28 CFR 35.151 prevail. The compliance date is March 15,

## 01 41 15 – BASIC REGULATORY REQUIREMENTS

2012, for all newly constructed or altered State and local government facilities permitted after this date.

- b. ADA Title III, Public accommodations and commercial facilities must follow the requirements of the 2010 standards, including both the Title III regulations at 28 CFR part 36, subpart D: and the 2004 ADAAG at 36 CFR part 1191, appendices B and D. In the few places where requirements between the two differ, the requirements of 28 CFR part 36, subpart D prevail. The compliance date is March 15, 2012, for all newly constructed or altered facilities permitted after this date.
  - c. Reference:  
U.S. Department of Justice  
Civil Rights Division,  
Disability Rights Section-NYA  
950 Pennsylvania Ave, NW  
Washington, DC 20530  
(202) 514-4609
6. The Tennessee Water Quality Act of 1977, TCA § 69-3-101. For further information refer to the web site of the Tennessee Department of Environment and Conservation, Division of Water Resources.
7. ASHRAE Standards:
- a. 62.1-2013, Ventilation for Acceptable Indoor Air Quality
  - b. 90.1-2010, Energy Standard for Buildings Except Low-Rise Residential Buildings. A COMCHECK compliance certificate for envelope, interior lighting, exterior lighting, and mechanical must be submitted with the designers seal affixed to it.

PART 2 – PRODUCTS (Not Used)

PART 3 – EXECUTION (Not Used)

END OF SECTION

## 01 77 70 – CLOSEOUT PROCEDURES

### PART 1 - GENERAL

#### 1.01 PRE-CLOSEOUT SUBMITTALS

- A. Submit required tabulations when Work reaches seventy-five percent completion; however, regardless of percent completion, submit not later than 30 days prior to the scheduled date on which Substantial Completion is required.
- B. Submit tabulations of the following.
  - 1. Equipment and systems for which the specifications require demonstrations or training, indicating relevant specification sections, scheduled time and place for demonstration and training sessions, and intended audience. Adjust schedule if instructed by Designer to do so.
  - 2. Equipment and systems for which operating and maintenance data are required in the Operating and Maintenance Data Binders and related documents are required in the Project Data Binders.
  - 3. Spare parts and extra materials required, indicating the relevant specification sections, and the appropriate party to whom the items are to be delivered.

#### 1.02 REQUEST FOR CLOSEOUT INSPECTION

- A. Substantial Completion: When Contractor considers Work substantially complete, Contractor shall submit the following to Designer.
  - 1. Written assertion that Work is Substantially Complete
  - 2. A list of items to be completed or corrected and dates scheduled for completion or correction of each item
  - 3. Certification that orientation and training for facility maintenance personnel is complete or written assertion that such orientation and training will be certified prior to inspection
  - 4. Written assertion that Operating & Maintenance Data Binders are complete and available or will be prior to inspection
  - 5. When a Use and Occupancy Permit applies, a copy of the final approval(s), or written assertion that they will be complete and available prior to inspection
  - 6. A draft of the application for payment corresponding to the Substantial Completion, with written assertion that an application for payment will be ready and submitted at the inspection
  - 7. When there is Commissioning, written assertion that Commissioning requirements have been completed or will be prior to inspection
  - 8. When there is a storm water permit, written statement of the status of final stabilization required under the Storm Water Pollution Prevention Plan (SWPPP) for the TDEC Construction General Permit (CGP) Notice of Termination (NOT).
- B. Final Inspection: When Contractor considers Work complete, Contractor shall submit the following to Designer.
  - 1. Certification that a qualified person authorized by Contractor has reviewed the Contract Documents and inspected the Work
  - 2. Written assertion that the Work is complete and in accordance with Contract Documents and ready for Final Inspection

## 01 77 70 – CLOSEOUT PROCEDURES

3. Written assertion that additional materials necessary to augment the Operating & Maintenance Data Binders with instructions for adding these to the Binders, or full replacement Binders, are complete and available or will be prior to inspection
  4. Written assertion that Project Data Binders and Construction Record Documents are complete and available or will be prior to inspection
  5. An application for final payment
- C. Upon receipt of an appropriate request for inspection, Designer will schedule an inspection meeting with Contractor, and Owner's representatives to determine the status of completion.

### 1.03 RESULTS OF CLOSEOUT INSPECTIONS

- A. Should the Designer determine that Work is not complete to the degree asserted by Contractor, Designer will promptly notify Contractor in writing stating the deficiencies. Contractor shall take immediate steps to remedy deficiencies and make a request for Re-Inspection.
- B. Substantial Completion: Designer will prepare a Certificate of Substantial Completion accompanied by a list of items to be completed or corrected, and will submit Certificate to Contractor and to Owner for signature with an accounting of Liquidated Damages due, when Designer verifies the following.
1. Work is Substantially Complete based on an inspection conducted pursuant to an appropriate request for Closeout inspection
  2. Orientation and training for facility maintenance personnel is complete
  3. Operating & Maintenance Data Binders are complete and have been delivered to the Owner
- C. Final Inspection: Designer will certify that the Work is Complete, and will initiate Final Adjustments, when Designer verifies the following.
1. Work is complete in accordance with Contract Documents based on an inspection conducted pursuant to an appropriate request for Closeout inspection
  2. Orientation and training for facility maintenance personnel is complete
  3. Additional materials necessary to augment the Operating & Maintenance Data Binders with instructions for adding these to the Binders, or full replacement Binders, are complete and have been delivered to the Owner
  4. Project Data Binders and Construction Record Documents are complete and have been delivered to the Designer.

### 1.04 RE-INSPECTION FEES:

If the Work fails a Closeout inspection, and a subsequent inspection is requested and conducted based on Contractor assertion of the same stage of completion, Owner will compensate Designer for performing such re-inspection as additional services, and deduct the amount of such compensation from the Contract Sum by appropriate modification.

### 1.05 FINAL ADJUSTMENTS

- A. When Designer has certified that the Work is complete, Designer will determine whether modification is needed to reflect appropriate adjustments to Contract Sum

## **01 77 70 – CLOSEOUT PROCEDURES**

which were not previously effected. If such modification is needed, Designer shall assist the Owner in its preparation and deliver it to Contractor, who in the case of a change order, shall sign and return it to Designer.

- B. When Designer has certified that the Work and needed modifications to the Contract are complete, and if necessary, Designer will instruct Contractor to submit a revised final application for payment.

### **1.06 ONE-YEAR CORRECTIVE INSPECTION**

- A. An inspection will be scheduled and conducted at project site prior to one year from date Substantial Completion was achieved, but as close to the end of that year as is reasonably possible.
- B. The inspection will be attended by at least one representative each of Owner, Designer, and Contractor.
- C. The inspection will confirm non-conforming items previously identified for correction by the Owner, and whether corrections have been completed or are still outstanding, and is intended to be an opportunity for Contractor to become aware of any outstanding corrections needed.

PART 2 – PRODUCTS (Not Used)

PART 3 – EXECUTION (Not Used)

END OF SECTION



## 01 78 01 – CLOSEOUT SUBMITTALS

### PART 1 - GENERAL

#### 1.01 DATA BINDERS

- A. Provide two complete sets on paper in three ring binders and a complete set in PDF format. Identify project and type of data on face and saddle.
- B. Provide information required by Contract Documents, including:
  - 1. Cover sheet giving complete project title and number, Contractor's name, address, phone number, superintendent's name, and related information.
  - 2. Table of Contents identifying material in Binder, and identifying missing materials to be added later or certifying completeness of Binder.
- C. Operating & Maintenance Data Binders
  - 1. Provide Product Data. Include: manufacturer; model number; names, addresses, & telephone numbers of suppliers, installers, & servicers; related information for repair, renovation, or additions.
  - 2. Provide Operating and Maintenance Data, including: instructions and schedules for proper operation, maintenance, servicing, and lubrication with manufacturer's parts list, illustrations, assembly drawings, maintenance diagrams, and list of recommended lubricants and cleaning agents; as-installed control diagrams and coordination drawings with color coded piping and wiring diagrams; valve tag charts with numbers, locations, and functions; panel board circuit directories; and, list of materials and parts furnished for Owner. Review brochures and manufacturer's standard printed information for data pertaining to models other than those actually provided, and mark to clearly omit inapplicable information and identify units actually installed.
  - 3. If Commissioning applies, provide Commissioning functional performance test certifications and data. If separate binders of this information have not been submitted already, provide a third copy in a separate binder.
  - 4. If a SWPPP applies, provide a section into which the Designer can add the Storm Water Operation & Maintenance Plan.
- D. Project Data Binders
  - 1. On the form exhibited as Section 01 78 88, provide required information for general contractor and all subcontractors and major material suppliers.
  - 2. Provide a copy of the Certificate of Substantial Completion.
  - 3. Provide a copy of the State Fire Marshal's Certificate of Occupancy, and other Use and Occupancy Permits, Certificate(s) of Inspection, or letter(s) of acceptance from governing authorities as apply.
  - 4. Provide guarantees, warranties, bonds, certifications, maintenance agreements, service contracts, and related documents, including beginning date, duration, information about instances which might affect validity, and proper procedure in case of failure.
  - 5. If a SWPPP applies, provide the twice-weekly inspection reports and site audit reports.

## **01 78 01 – CLOSEOUT SUBMITTALS**

### **1.02 CONSTRUCTION RECORD DOCUMENTS**

Keep the record copy of Contract Documents required by the Conditions in good condition and in the course of the Work, legibly mark these to record actual conditions of Work, including: location, depth, and identification of new and existing underground items, utilities, valves, tap points, equipment, service access, test points, and related features; field changes in dimensions and detail; changes by addenda or Modification; and, description and details of features for maintenance, service, replacement, or expansion of the Work.

PART 2 – PRODUCTS (Not Used)

PART 3 – EXECUTION (Not Used)

END OF SECTION

## 01 78 02 – CLOSEOUT SUBMITTALS

### PART 1 - GENERAL

#### 1.01 DATA BINDERS, GENERAL REQUIREMENTS

- A. Provide two complete sets on paper in three ring binders and a complete set in PDF format. Identify project and type of data on face and saddle. If multiple binders are required, identify as consecutively numbered volumes, identifying original documents as set number one and include a table of contents in each binder.
- B. Provide information required by Contract Documents organized as outlined below. Include related documents under the heading to which each is most closely related.
- C. Provide introductory information:
  - 1. Cover sheet giving complete project title and number, Contractor's name, address, phone number, superintendent's name, and related information.
  - 2. Table of Contents identifying material in Binder, and identifying missing materials to be added later or certifying completeness of Binder. Reference and bind separately any over-size documents that cannot be neatly folded and included in this binder.

#### 1.02 OPERATING & MAINTENANCE DATA BINDERS

- A. Provide Product Data as outlined below
  - 1. Detailed Table of Contents for this part
  - 2. For each system or product: names, addresses, and telephone numbers of supplier, installer, and maintenance service company; drawing and specification reference; building location; manufacturer and model number
  - 3. Description of unit and component parts, clearly identifying the specific product or part installed. When manufacturer's cut sheets are used for product identification, plainly mark specific items included in Work and mark out items not included in Work.
  - 4. Related information required by Contract Documents, or furnished with items included in Project, that Owner may use for maintenance, operation, repair, renovation, or additions to Work.
- B. Provide Operating and Maintenance Data as outlined below for mechanical and electrical systems, equipment, and products:
  - 1. Detailed Table of Contents for this part
  - 2. Manufacturer's printed operating and maintenance instructions supplemented with drawings and text to clearly illustrate proper operation and a logical sequence of maintenance procedures.
  - 3. Servicing and lubrication schedule with list of lubricants.
  - 4. Manufacturer's parts list, illustrations, assembly drawings, and diagrams required for maintenance.
  - 5. As-installed control diagrams by controls manufacturer.
  - 6. Installers' coordination drawings with as-installed color coded piping diagrams and wiring diagrams.
  - 7. Charts of valve tag numbers with the location and function of each valve.

## 01 78 02 – CLOSEOUT SUBMITTALS

8. Circuit directories of panel boards.
  9. Instructions for care, with a list of manufacturer's recommended types of cleaning agents and methods.
  10. List materials and parts furnished for the Owner's use.
  11. Copy of the list of persons who received demonstration and training.
- C. If Commissioning applies, provide a section for the Commissioning functional performance test certifications and data. If separate binders of this information have been submitted already, include a copy of their content in this section. If separate binders of this information have not been submitted already, provide a third copy in a separate binder.
- D. If a SWPPP applies, provide a section into which the Designer can add the Storm Water Operation & Maintenance Plan.

### 1.03 PROJECT DATA BINDERS

- A. On the form exhibited as Section 01 78 88, provide required information for general contractor and all subcontractors and major material suppliers.
- B. Provide certificates and acceptance information:
1. Detailed Table of Contents for this part
  2. Certificate of Substantial Completion
  3. A copy of the State Fire Marshal's Certificate of Occupancy, if applicable
  4. Other Certificate(s) of Inspection, Use & Occupancy permit, or letter(s) of acceptance from:
    - a. Local building authorities
    - b. Department of Labor for boilers, pressure vessels, or elevators
    - c. Public Health Authorities
    - d. other governing authorities as apply
- C. Guarantees, warranties, bonds, certifications, maintenance agreements, and related documents
1. Detailed Table of Contents for this part
  2. Guarantees, warranties, and bonds, executed by the respective vendors, manufacturers, suppliers and subcontractors
  3. Certifications
  4. Maintenance Agreements and service contracts
  5. Complete information for each item:
    - a. Product or work item, and scope of installation
    - b. Name of provider, with name of responsible principal, address and telephone number
    - c. Beginning date and duration

## **01 78 02 – CLOSEOUT SUBMITTALS**

- d. Information about instances which might affect validity, and proper procedure in case of failure

D. If a SWPPP applies, provide the twice-weekly inspection reports and site audit reports.

### **1.02 CONSTRUCTION RECORD DOCUMENTS**

Keep the record copy of Contract Documents required by the Conditions in good condition and in the course of the Work, legibly mark these to record actual conditions of Work, including: location, depth, and identification of new and existing underground items, utilities, valves, tap points, equipment, service access, test points, and related features; field changes in dimensions and detail; changes by addenda or Modification; and, description and details of features for maintenance, service, replacement, or expansion of the Work.

PART 2 – PRODUCTS (Not Used)

PART 3 – EXECUTION (Not Used)

END OF SECTION

**MTSU Capital Project Closeout Submittals Checklist**

Project Name: \_\_\_\_\_

SBC Number: \_\_\_\_\_

Designer: \_\_\_\_\_

Contractor: \_\_\_\_\_

MTSU Campus Planning Project Manager: \_\_\_\_\_

MTSU Construction Administration Rep: \_\_\_\_\_

Final Completion Date: \_\_\_\_\_

Note: Contractor's Construction Record (red-line) Documents are given to Designer in order to prepare the following required documents.

**Required Submissions**

Designer's Record (As-built) digital documents (SBC 6a, 1.1.8), full sets in each of the following formats:

- ☐ Printed hard copy of As-builts
- ☐ PDF's
- ☐ AutoCAD in Campus Standard Layers, with site drawings in State Plane Coordinates
- ☐ BIM (REVIT) if available, with site drawings in State Plane Coordinates

**Data Binders**

- ☐ Corrected (marked-up) Project Manual
- ☐ Operating and Maintenance Data Binders
- ☐ Project Data Binders

**Additional Services**

- ☐ GIS Site Utilities data file in ArcGIS format, if available. (Please note: Designer would need to have the ESRI software and the ability to use it. This could be a prohibitive expense so please discuss with Campus Planning early in the project and before proceeding.)

Submitted by (Designer): \_\_\_\_\_ Date: \_\_\_\_\_

Received by (Construction Admin Rep): \_\_\_\_\_ Date: \_\_\_\_\_

Comments:

\_\_\_\_\_

## 01 78 25 – DATA BINDER RECEIPT

### PART 1 - GENERAL

#### 1.01 CONTRACTOR PREPARATION AND USE OF THIS FORM

A. Use this form or a reasonable facsimile to verify delivery of Data Binders. Fill in the identifying information following this paragraph, then use the prepared form as a receipt, for signature by the person to whom Data Binders are delivered. Provide a copy of the receipt with the Application for Payment.

1. For the Application for Payment commensurate with Substantial Completion, provide a copy indicating delivery of Operating and Maintenance Data Binders.
2. For the Application for Payment commensurate with Final Completion, provide a copy indicating delivery of Project Data Binders.

B. Identifying Information:

1. For the Work:

Project Name: \_\_\_\_\_

Institution: \_\_\_\_\_

Location: \_\_\_\_\_

SBC No.: \_\_\_\_\_

2. For the Data Binder(s), mark only one of the boxes below:

<input type="checkbox"/>	Only <b>Operating &amp; Maintenance Data Binder</b> (due at substantial completion inspection)
<input type="checkbox"/>	Only <b>Project Data Binder</b> (due at final inspection)
<input type="checkbox"/>	<b>Both Data Binders</b>

#### 1.02 RECIPIENT SIGNATURE

A. By signature below, recipient acknowledges receipt of the Data Binder identified above, but does not certify the completeness or correctness of the Data Binder.

Recipient Signature:

Recipient's name and title or  
affiliation with Owner or Designer


PART 2 – PRODUCTS (Not Used)

PART 3 – EXECUTION (Not Used)

END OF SECTION

## FORM FOR ROOF DATA

### General Information:

Designer: \_\_\_\_\_

Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

Contractor: \_\_\_\_\_

Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

Dates Installed From: \_\_\_\_\_ To: \_\_\_\_\_

3 Yr Bond No.: \_\_\_\_\_ Exp. Date: \_\_\_\_\_

Warranty No.: \_\_\_\_\_ Exp. Date: \_\_\_\_\_

Roof Area: \_\_\_\_\_ square feet

Roof Access: ☐ Ladder ☐ Hatch

Number of Sub-Roof Areas: \_\_\_\_\_

### Construction:

Type: ☐ New ☐ Tear-Off ☐ Re-cover

If Re-cover, Existing System: \_\_\_\_\_

Existing System, Tested for Asbestos: ☐ Yes ☐ No

If Yes, describe findings: \_\_\_\_\_

### Roof Deck:

☐ Concrete: Thickness: \_\_\_\_\_

☐ Poured ☐ Precast ☐ Plank

☐ T-Beams ☐ Lightweight

☐ Other Concrete: \_\_\_\_\_

☐ Wood: Thickness: \_\_\_\_\_

☐ Plywood ☐ Tongue & Groove

☐ Steel: Gauge: \_\_\_\_\_

☐ Gypsum: ☐ Slab ☐ Plank

☐ Structural Woodfiber Type: \_\_\_\_\_

☐ Other: \_\_\_\_\_

**Roof Slope:** \_\_\_\_\_ inches/feet

Gypsum Board: ☐ No ☐ Yes / Type: \_\_\_\_\_

Vapor Retarder: ☐ No ☐ Yes / Type: \_\_\_\_\_

### Insulation Type:

☐ None ☐ Glass Fiber ☐ Wood Fiberboard

☐ Perlite ☐ Phenolic ☐ Polystyrene

☐ Composite ☐ Cellular Glass ☐ Isocyanurate

☐ Other: \_\_\_\_\_

### Insulation Attachment:

☐ Mechanical ☐ Hot Asphalt ☐ Adhesive

Average Thickness: \_\_\_\_\_ inches

Max.: \_\_\_\_\_ Min.: \_\_\_\_\_

Average Insulation R-Value: \_\_\_\_\_

Venting: ☐ No ☐ Yes/Type: \_\_\_\_\_

### System Type:

Modified Bitumen

Application Type: ☐ Hot Asphalt ☐ Heat Welded

☐ Cold Adhesive

EPDM Membrane: ☐ .060 mil ☐ .045 mil ☐ Other

☐ Ballasted ☐ Fully Adhered ☐ Mech. Fastened

Traffic Pads: ☐ No ☐ Yes/Type: \_\_\_\_\_

Base Flashings: Type: \_\_\_\_\_

Cant Strips: ☐ Wood ☐ Fiberboard ☐ Metal

☐ Other: \_\_\_\_\_

Perimeter Flashing: ☐ Metal ☐ Termination Bar

☐ Other: \_\_\_\_\_

Penetration Flashing: ☐ Metal ☐ Pitch Pan

☐ Preformed

Counterflashing: ☐ None ☐ Thru-Wall ☐ Reglet

Coping/Fascia: ☐ No ☐ Yes/Type: \_\_\_\_\_

### Form Completed

By: \_\_\_\_\_

Date: \_\_\_\_\_



## ROOFING SYSTEM WARRANTY

GENERAL INFORMATION	
<b>General Contractor</b> (name & address):   Contact:	<b>*Building</b> (identification & location):   <b>Bldg Owner:</b> State of Tennessee
<b>Designer</b> (name & address):	<b>Roofing System installed under project number:</b> <b>SBC Project No.</b>
Contract Conditions: AIA Document A201-1997	Roof Substantial Completion Date:
Designer's Roof Cost Estimate:	Length of Warranty Term: <input type="checkbox"/> 10 Years <input type="checkbox"/> 15 Years <input type="checkbox"/> 20 Years <input type="checkbox"/> Other: _____
<input type="checkbox"/> New Roof    or <input type="checkbox"/> Re-roof	Roof Warranty Expiration Date:
ROOFING SYSTEM COMPONENTS INCLUDED UNDER THIS WARRANTY	
<input type="checkbox"/> Membrane <input type="checkbox"/> Membrane Accessories <input type="checkbox"/> Expansion Joints <input type="checkbox"/> Membrane Flashing	<input type="checkbox"/> Metal Flashings and Perimeter Metal Work <input type="checkbox"/> Metal Copings (Lineal Ft _____) <input type="checkbox"/> Insulation <input type="checkbox"/> Metal Roof, Components, and Finish
ROOFING SYSTEM INFORMATION	
<b>Membrane Manufacturer</b> (Name & Address)   <b>Factory Location:</b>	<b>Roofing Contractor</b> (Name & Address)   Contact:
<b>Manufacture Date:</b>   <b>Rolls:</b>	<b>Type of Membrane &amp; Attachment:</b>
<b>Rolls:</b>	<b>Square Feet of Roofing Installed:</b>
	<b>Type of Deck:</b>
	<b>Type of Insulation:</b>
<b>Roofing Systems Company</b> (name & address):   Contact:	<b>Type of Flashing:</b>
<b>Roof approved by (Company's Representative):</b>	<b>Lineal Feet of Flashing Installed</b>
	<b>Warranty Number:</b>

**The Roofing System Company ("Company"), its heirs, executors, administrators, successors, and assigns, jointly and severally, warrant to the Building Owner ("Owner") of the building identified above, that subject to the terms, conditions and limitations stated herein, the Company will repair or cause to be repaired, any leak(s) in the roofing system attributable to deficient workmanship or defective materials as necessary to return the roofing system to a condition which is watertight. The aggregate repair cost incurred by the Company over the term of this warranty shall not exceed the Owner's original cost of the installed roofing system. The term of this warranty is as set forth in the "General Information" on page one, commencing with the date of substantial completion of the roofing system installation. The roofing system shall be installed and repaired, if necessary, by a roofing applicator authorized by the Company. Contractor, as used herein, shall mean the Contractor having privity of contract with the Owner for the subject roofing system installation as identified by Article 3 and including those entities for which the Contractor is responsible as set forth by Subparagraph 3.3.2 of the Conditions of the Contract for Construction, as identified in the "General Information" on page one.**

## **TERMS, CONDITIONS, AND LIMITATIONS**

1. Owner shall provide the Company with written notice within thirty (30) days of the discovery of any leak(s) in the roofing system.
2. The Company shall within fifteen calendar days, commencing with receipt of written notice from the Owner, inspect the roofing system (in the presence of the Owner) and if the cause(s) of the leak(s) is found to be the responsibility of the Company under this warranty, promptly make or cause to be made, any repair(s) or replacements(s) necessary to return the roofing system to the condition which is watertight. All repair expenses incurred in connection herewith will be the responsibility of and borne by the Company.
3. If upon joint inspection of the roofing system as provided in Paragraph 2, the cause(s) of any leak(s) is found not to be the responsibility of the Company under this warranty, the Company will immediately advise the Owner of the type and extent of repair(s) required to be made at the Owner's expense and if such repair(s) be promptly and reasonably made, this warranty will remain in effect for the unexpired portion of the warranty period; otherwise, this warranty will become null and void with respect to the area(s) or item(s) affected.
4. In the event the Company and Owner disagree as to the cause(s) and responsibility of the leak(s), then the Owner, without prejudice to any other remedy Owner may have, may make permanent repair(s) of any leak(s) in accordance with Company recommendations if timely made available. Such action by the Owner shall not constitute a violation of this warranty. The Owner reserves the right to pursue reimbursement from the Company for all cost(s) and expense(s) of such repair(s), subject to the Company's responsibility under this warranty. If it is determined that the Company has no responsibility for the leak(s) under this warranty, the Owner will reimburse the Company for direct expenses encountered for all trips requested by the Owner after the initial inspection.
5. In the event an emergency condition arises where, in the reasonable opinion of the Owner immediate reasonable repair(s) are necessary to avoid substantial damage to the building or its contents and the Company advises the Owner in writing of its inability, for reasons beyond its control, to inspect and repair the roofing system as necessary within fourteen (14) days of written notification from the Owner, then the Owner may make such temporary repair(s) as in the opinion of the Owner are essential and necessary and such action by the Owner shall not constitute a violation of this warranty. In these circumstances, the Company shall reimburse the Owner for all reasonable costs and expenses of such temporary repair(s) subject to the Company's responsibility under this warranty.
6. In the event the Company fails to respond to written notification of known or suspected leak(s) as provided in Paragraph 2, the Owner may, after fourteen (14) days following receipt by the Company of an additional written notice and without prejudice to any other remedy he may have, make permanent repair(s) of any leak(s) and recover all costs and expenses of such repair(s) from the Company. The Company will, upon demand by the Owner, promptly reimburse the Owner these repair costs and expenses. Such action by the Owner shall in no way negate the responsibilities of the Company under this warranty for the unexpired portion of the warranty period.

**Warranty Number:**

7. Except as provided in Paragraphs 4, 5 & 6, any alterations of the roofing system after completion and acceptance including the placement of fixtures, utilities and equipment on or through the roof or additions thereto, will render this warranty null and void with respect to the area(s) or item(s) affected unless prior approval of such alterations of the roofing system or additions thereto is given by the Company. Such approval will not be unreasonably withheld.
8. This warranty shall not be applicable to the extent the roofing system sustains damage(s) by any of the following:
  - (a) Acts of God and natural disasters, including but not limited to lightning, gales, hurricanes, tornadoes, and earthquakes;
  - (b) Acts of negligence (whether of omission or commission), fire, accidents, or misuse, including but not limited to vandalism, civil disobedience, or acts of war, provided same are not caused by the Company and/or the Contractor;
  - (c) Failure by the Owner or Lessee to use reasonable care in maintaining the roof and appurtenances, provided same caused the leak(s) or item(s) affected; or,
  - (d) For built-up and modified bitumen roofing systems: A roof design or specification approved by the Owner with less than 1/8" per foot slope for drainage.
9. When the roofing system has been damaged by any of the foregoing causes, repair(s) shall be at the Owner's expense and such repair(s) shall be made as provided in Paragraph 3; otherwise, this warranty will become null and void with respect to the area(s) or item(s) affected.
10. Until such time as the third year of this warranty has expired, the Company's obligations hereunder shall be joint and several with the Contractor. For the purpose of this paragraph, all of the Contractor's actions, whether of omission or commission, that are subject to this warranty are likewise the actions of the Company hereunder and shall in no way negate or reduce the responsibilities of the Company under this warranty.
11. The Company shall maintain accounting records of warranty repair costs in conformity with generally accepted accounting principles for the term of his warranty, and such costs shall be subject to audit at any reasonable time and upon reasonable notice by the Owner or the Tennessee State Comptroller of the Treasury, or their duly appointed representatives, or a licensed independent public accountant. Warranty repair costs by the Company or the Contractor, as applicable, shall be maintained with a complete itemization of costs of all work identifying labor, materials, equipment, and overhead.
12. The Company certifies that it:
  - (a) Manufacturers or purchases products for the purpose of designing, developing, and marketing a roofing system;
  - (b) Provides recommendations, specifications, and details for the roofing system materials and installation;
  - (c) Trains and approves applicators;
  - (d) Provides technical assistance to applicators;
  - (e) Approves or prepares shop drawings; and,
  - (f) Provides a technical representative employed by the Company for the final inspection, and to all inspections required by this warranty.
13. During the period of this warranty, the Company, its agents or employees, will have free access to the roof during regular business hours of the Owner.

<b>by</b> <b>ROOFING SYSTEMS COMPANY</b>	
<b>Company name:</b>	
Authorized signature:	
Name & title:	
	<b>Warranty Number:</b>

## 01 78 88 – REPORT OF SUBCONTRACTORS AND SUPPLIERS

### PART 1 - GENERAL

#### 1.01 REQUIREMENTS

Submit required reports of subcontractors and suppliers on forms similar to the example herein or on forms with equivalent content and detail.

#### 1.02 EXAMPLE REPORT

REPORT OF SUBCONTRACTORS AND SUPPLIERS			
Project:		SBC No.	Report Date:
General Contractor Name, Address, Phone, and Principal Contact:			General Contractor Diversity-Owned? If "Yes", provide classification and certifying agency. ___ Yes ___ No
Work of Subcontractor or Major Material Supplied and Dollar Value	Firm Name and Address	Principal Contact and Phone Number	Diversity-Owned Business? If "Yes", provide classification and certifying agency. ___ Yes ___ No
			___ Yes ___ No
			___ Yes ___ No
			___ Yes ___ No
			___ Yes ___ No
			___ Yes ___ No
			___ Yes ___ No
			___ Yes ___ No
			___ Yes ___ No
			___ Yes ___ No
			___ Yes ___ No

Continue report as required on additional pages. Page \_\_\_ of \_\_\_.

END OF SECTION

## **01 79 21 – DEMONSTRATION AND TRAINING**

### **PART 1 – GENERAL**

#### **1.01 DEMONSTRATION AND TRAINING**

- A. Coordinate a schedule of demonstration and training with Designer and Owner's personnel for all installed equipment and systems.
- B. Conduct demonstration and instruction as soon as practicable upon installations, and prior to Substantial Completion inspection. Substantial Completion shall not be certified, nor shall Owner be required to assume responsibility for operating, maintaining, or insuring system, prior to complete demonstration and instruction.
- C. If conditions (such as season of year) do not allow for a complete demonstration or training of equipment and systems operation during one meeting session prior to Substantial Completion; then coordinate a schedule that shall provide a sufficient number of sessions within the warranty period.
- D. Demonstrate operation of installed equipment and systems to Designer and to Owner's representative. All dependent systems must be demonstrated as being operationally coordinated, e.g. energy management controls coordinated with mechanical equipment.
- E. Demonstrations shall be complete and detailed; referencing manufacturer's printed O&M instructions and evidencing all required design specifications.
- F. All training shall be specific to the actual installed equipment and systems, and be performed by persons approved by equipment manufacturer(s) and/or approved by the Designer to conduct such training.
- G. Instruct Owner's personnel with overall equipment and systems assembly and function; using assembly drawings and diagrams which are specific to the actual installed equipment and systems.
- H. Instruct Owner's personnel in operation, adjustment, and maintenance of equipment and systems; using the manufacturer's printed operating and maintenance data that is specific to the installed equipment and systems as the basis of instruction.
- I. Verify that Owner's personnel have received all spare materials and parts required to be furnished, and provide instruction in replacement procedures.
- J. Make lists of persons witnessing equipment and systems demonstration, and persons receiving operating instruction, using a format similar to the form included in section 01 79 25 with project, subject, trainer, session information, and attendees identified. Include copy of lists in the Operating and Maintenance Data Binders.

### **PART 2 – PRODUCTS (Not Used)**

### **PART 3 – EXECUTION (Not Used)**

### **END OF SECTION**

## 01 79 25 – DEMONSTRATION AND TRAINING VERIFICATION

### PART 1 - GENERAL

#### 1.01 INSTRUCTIONS

- A. Use a copy of this page as a planning form for demonstrations and training. Fill in the basic identifying information below:

SBC Project Number: _____	Required date of Substantial
Institution/Location: _____	
Project Name: _____	
Owner's Facility Coordinator: _____ Phone: _____	
Owner's Maintenance Contact: _____	Phone: _____
Contractor Contact: _____	Phone: _____

- B. If a list of required demonstrations and training has been specified in Division 1, use that list as a starting point, review the project manual for other specifications that require training of the Owner's operators, and complete the list below. Check the box on left if Demonstration and Training is required on the standard listed subjects; add subjects as identified by review of the specifications and check the box to the left of each; and, schedule and indicate a target date for each. If the number of training subjects exceeds the available space provided here, replace or continue the list on a similarly formatted separate page. Submit the list with the initial Progress Schedule, and update as necessary during the Work to ensure that advance notice of the demonstration and training schedule is acceptable to the Designer.

	Spec Reference	Subject	Target Date	Actual Date
<input type="checkbox"/>		Accessibility		
<input type="checkbox"/>		Boiler		
<input type="checkbox"/>		Chiller		
<input type="checkbox"/>		Controls		
<input type="checkbox"/>		Data Transmission		
<input type="checkbox"/>		Electrical		
<input type="checkbox"/>		Elevator / Conveying		
<input type="checkbox"/>		Fire Alarm		
<input type="checkbox"/>		Irrigation		
<input type="checkbox"/>		Mechanical		
<input type="checkbox"/>		Plumbing		
<input type="checkbox"/>		Telecommunications		
<input type="checkbox"/>				
<input type="checkbox"/>				
<input type="checkbox"/>				

## 01 79 25 – DEMONSTRATION AND TRAINING VERIFICATION

### 1.02 TRAINING VERIFICATION REPORT

For each session conducted, use this page as a training verification report. Fill in the information below prior to the session. "End Time" may be filled in after.

SBC Project  
Number: \_\_\_\_\_

Institution/Location: \_\_\_\_\_

Project Name: \_\_\_\_\_

Subject Equipment / System:	
Spec Reference	

Demonstration and Training (by whom, where, when)	Trainer Name:	Company:		Phone:
	Place:	Date:	Start Time:	End Time:

#### A. Minimum Agenda Requirements:

☐ System Walk-through ☐ Operation ☐ Trouble-shooting ☐ Maintenance ☐ Safety

**B. Attendance:** Each person receiving the demonstration and training shall sign in below, or on a similarly formatted continuation page:

Initials	Legibly print your name	Unit and title or function

END OF SECTION



## REQUEST FOR PROPOSAL (RFP) CONFLICTS OF INTEREST AND CONFIDENTIALITY

Your willingness to participate as an RFP evaluator is an integral part of the procurement process. Middle Tennessee State University Procurement Logistic Services truly appreciates your assistance and expertise.

Your designation as an RFP evaluator requires that you fully understand the policies regarding potential conflicts of interest and the confidential nature of the proposals and all that is contained therein.

**Confidentiality.** The competitive procurement process and the obligations imposed by Tennessee state law require the **Procurement Logistic Services** to ensure that the competitive process operates in a fair and equitable manner. As an RFP evaluator, you have access to information not generally available to the public and are charged with special professional and ethical responsibilities. You may have access to information about proposers that is to be used only during the evaluation process, and for discussion only with fellow evaluators. You shall not discuss the evaluation, scoring, or status of any proposal or business entity at any time prior to, during, or after the procurement process. You shall not use such information obtained as an RFP evaluator for any personal benefit, pecuniary or otherwise, nor copy and/or disseminate any portion of any proposal at any time prior to, during, or after the procurement process.

**Confidentiality of Evaluators.** During the evaluation process, **Procurement Logistic Services** makes every effort to keep the identity of evaluators confidential and will maintain that confidentiality to the fullest extent provided by law. As an evaluator, you shall not discuss or reveal the names of evaluators to proposers or other individuals.

**Conflict of Interest and Ethical Considerations.** A conflict of interest or the appearance of a conflict of interest may occur if you are directly or indirectly involved with an organization that has submitted a proposal for evaluation. Prior to reviewing any proposals, you must inform the RFP Coordinator of any potential conflicts of interest. If you become aware of any potential conflict of interest as you review a proposal, you must immediately notify the RFP Coordinator. You may be disqualified as an RFP evaluator if you conduct yourself in a way that could create the appearance of bias or unfair advantage with or on behalf of any competitive proposer, potential proposer, agent, subcontractor, or other business entity, whether through direct association with contract representatives, indirect associations, through recreational activities or otherwise. Examples of potential biasing affiliations or relations are listed below:

1. Your solicitation, acceptance, or agreement to accept from anyone any benefit, pecuniary or otherwise, as consideration for your decision or recommendation as it pertains to your evaluation of any proposal.
2. Your affiliation with a bidding company or institution. For example, a conflict may exist when you:
  - (a) are employed by or are being considered for employment with the company or institution submitting any bid or hold a consulting, advisory, or other similar position with said company or institution;





- (b) hold any current membership on a committee, board, or similar position with the company or institution;
  - (c) hold ownership of the company or institution, securities, or other evidences of debt;
  - (d) are currently a student or employee in the department or school submitting a proposal, such as the case.
3. Your relationship with someone who has a personal interest in the proposal. This includes any affiliation or relationship by marriage or through family membership, any business or professional partnership, close personal friendship, or any other relationship that you think might tend to affect your objectivity or judgment or may give an appearance of impropriety to someone viewing it from outside the relationship.

To assure the integrity of the RFP process, all evaluators are required to complete the RFP Conflict of Interest/Confidentiality Statement.



## RFP EVALUATOR CONFLICT OF INTEREST/CONFIDENTIALITY STATEMENT

I, the undersigned, a member of the Evaluation Committee for **Request for Proposal No. \_\_\_\_\_** for **(Title of RFP)** will perform the evaluation under the guidelines, procedures and requirements provided by the RFP Coordinator.

Further, whether I am an employee of Middle Tennessee State University or a consultant assisting in the valuation of the proposal, I represent as follows:

1. I have a professional interest in seeing that the scoring and evaluation of the proposer responses to this RFP can be supported and defended, and that the recommendation of the Evaluation Committee will lead to the selection of the proposal most advantageous to **MTSU**, taking into consideration the price and evaluation factors set forth in the RFP.
2. Except as I have disclosed in detail, I neither have nor shall I during the evaluation acquire any financial interest, direct or indirect, in any proposer that would conflict in any manner or degree with my evaluation responsibilities. Members of my immediate family (spouse or children) and other family members who are in my household are subject to the same restriction and disclosure requirements. For purposes of this provision, publicly traded shares in stock of any offeror that are selected and administered by a third person, e.g. a mutual fund or retirement plan, are not subject to this restriction. Otherwise, the nature and extent of such financial interests must be disclosed by me to the RFP Coordinator for their evaluation of the significance of the financial interest on participation in this evaluation.
3. Notwithstanding my termination of employment or other later disassociation from this evaluation committee, I may not participate in the development of proposals in response to this solicitation.
4. I am aware that this evaluation will involve my knowledge of official information and possible proposer commercial information not publicly known. I agree not to disclose any information gained during the course of my service on this evaluation committee to any person, except to other **MTSU** employees who may in the normal course of business have a need for such information.

I have read this document and understand my obligations as explained herein. I further understand that I must advise the RFP Coordinator if a conflict currently exists or arises during my term of service as an RFP evaluator. I further understand that I must sign and deliver this statement to the RFP Coordinator prior to participating in the evaluation process.

Date: \_\_\_\_\_ RFP #: \_\_\_\_\_

Evaluator Signature: \_\_\_\_\_

Evaluator Name (Printed): \_\_\_\_\_

Title: \_\_\_\_\_