ROANE COUNTY PURCHASING 200 EAST RACE STREET, SUITE #3 KINGSTON, TENNESSEE 37763 PHONE 865-376-4317 • FAX 865-376-4318

ADVERTISEMENT FOR BIDS

Sealed bids are invited for Soffit Repair at Rockwood High School.

All bidders must be licensed Contractors as required by the Contractors Licensing Act of 1976, as currently amended if bid price exceeds \$25,000.

If bidding over \$25,000 a 5% bid bond is required.

Performance and payment bonds for the full cost of the project may be required for bids over \$25,000.

Project:	Soffit Repair at Rockwood High School 512 West Rockwood Street Rockwood, Tennessee 37854
Bids Received By:	Lynn Farnham, Purchasing Agent Roane County Courthouse 200 East Race Street, Suite #3 Kingston, Tennessee 37763
Bids Received Until:	2:00 p.m. (EDT) on Tuesday, August 21, 2018
Specifications:	May be obtained in the Roane County Purchasing Department or electronically by contacting the Purchasing Department at 865-376-4317 or going to the County's website www.roanecountytn.gov.

ROANE COUNTY PURCHASING DEPARTMENT INVITATION TO BID

Roane County is inviting sealed bids for the service(s) listed below, subject to the terms and conditions of the Invitation to Bid, the accompanying specifications, and the Roane County Purchasing Manual.

At the appointed time bids will be publicly opened in the office of the Roane County Purchasing Agent at the above address. Bids arriving in the Purchasing Department past the appointed date and time will be considered late and will not be opened.

Deliver Bids To:

ROANE COUNTY PURCHASING DEPARTMENT 200 EAST RACE STREET, SUITE #3 KINGSTON, TENNESSEE 37763

Bid Number: 2019-04-141 SOFFIT REPLACEMENT AT ROCKWOOD HIGH SCHOOL

Open Date & Time: AUGUST 21, 2018 at 2:00 p.m. (Eastern Time Zone)

The Bid Envelope must show the Bid Number, Name & Opening Date.

PURCHASING CONTACT INFORMATION

Lynn Farnham, CPPO, CPPB Purchasing Agent Phone: 865-376-4317 Fax: 865-376-4318 Email: lynn.farnham@roanecountytn.gov

GENERAL TERMS & CONDITIONS

Attached are instructions and conditions for submitting a bid for Roane County Government. The objective of this bid is to select suppliers in such a manner as to provide for open and free competition and comparability.

BID PREPARATION & SUBMISSION

- 1. Bidders are expected to examine specifications, terms and conditions, general or special conditions, schedules and all instructions for the purpose of this bid. Failure to do so will be at the bidder's risk.
- 2. All bids shall be in accordance with the instructions to bidders and specifications included in this ITB. Specifications are intended to be open and non-restrictive.
- 3. All pricing submitted in the bid document must be completed in ink or typewritten. The bottom line total must also be printed in ink or typewritten on the proposal form. No erasures shall be permitted. Errors may be crossed out and corrections printed in ink or typewritten and must be initialed in ink by the person signing the bid.
- 4. All bids must meet or exceed the enclosed specifications.

- 5. It shall be the sole responsibility of the bidder to make certain that all bids in proper form are submitted to the Purchasing Department as described below.
- 6. All original forms must be signed by a person with authority to bind the bid. The bid must be sealed in an envelope that is labeled according to the directions stated below.
- 7. The vendor's name & address, bid/proposal number, and bid/proposal date and time is to be on the outside of the envelope. If bidding over \$25,000 the contractor's licensing information is to be on the outside of the bid envelope in accordance with T.C.A. § 62-6-119.
- 8. The bid must then be in a sealed envelope/package mailed or delivered to the following address:

Roane County Purchasing Department 200 East Race Street, Suite #3 Kingston, Tennessee 37763

Please note that Roane County does not receive a guaranteed delivery time for express mail and/or packages. Please mail accordingly.

9. Sealed written bids will be received at the time and place specified on the Invitation to Bid. Postmark on the Bid by this date will not suffice. Bid must be received on or before the date and time stated. Faxed bid documents will not be accepted.

LATE RECEIPT OF THE BID

- 1. The bid and modifications or withdrawals thereof received after the time set for opening will not be considered, unless they are received before the award is made and it is determined by Roane County that failure to arrive on time was due solely to a delay in delivery for which the bidder has no responsibility. Roane County does not receive a guaranteed delivery time for express mail and/or packages. Please mail accordingly.
- 2. Bids must be in the Purchasing Department prior to 2:00 p.m. on the appointed date. Time will be determined by the clock in the Roane County Purchasing Department and once Purchasing Agent/or their designee determines the time is 2:00 p.m., no other bids will be accepted.

RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS

- 1. It is the responsibility of the bidder to review the entire Invitation to Bid document and to notify the Purchasing Agent if the Invitation to Bid is formulated in a manner that would unnecessarily restrict competition or if it is ambiguous in what is being requested.
- 2. Pursuant to TCA §12-4-126, questions regarding the specifications or bid procedures must be received by the Purchasing Agent and/or designer no less than ninety-six (96) hours before the bid opening date. No addenda will be issued within less than forty-eight (48) hours of the bid opening day, excluding weekends and legal holidays designated in §15-1-101 unless the bid opening is extended for a reasonable time as determined by the purchasing agent, which shall not be less than forty-eight (48) hours excluding weekends and legal holidays designated in §15-1-101, to allow for any necessary changes to the Invitation to Bid documents and to allow responders to resubmit their responses accordingly.
- 3. Any questions concerning this Invitation to Bid are to be faxed to the Purchasing Department. Questions will be answered via addenda. Information obtained from any office other than the Purchasing Office is not to be considered binding.

BID OPENING & AWARD

1. Only the bottom line figure will be read at the bid opening. Bids will also be examined for compliance with specification and conditions outlined in the bid document.

- 2. Consideration will be given to all bids properly submitted. Bids will receive appropriate confidentiality before awarding. Upon award, bid documents and tabulations will be available for review. Errors discovered after public opening may not be corrected, and the bidder may be bound to honor bid as submitted. After investigation of the nature of the mistake, the Purchasing Agent may allow the bid to be withdrawn.
- 3. The contract will be awarded in writing to the most responsive bidder whose bid conforms best to the Invitation to Bid will be most advantageous to Roane County. It is the intent of Roane County to involve and utilize the best product/services at the best prices and provide small and minority firms, women's business enterprises and labor surplus area firms with increased opportunity to do business with the county. However, currently there are no set asides for small or minority firms.
- 4. Roane County reserves the right to accept or reject any or all bids and to waive informalities and minor irregularities in the bids received.
- 5. Roane County reserves the right to award the bid in its entirety or to divide the award in any way that will be more advantageous to the county.
- 6. Bid results will be posted on the County's website along with the bid tabulation.

PROTEST PROCEDURE

- 1. If a prospective vendor does not agree with the bid award, they have the right to protest. Disputes arising from the award of this bid must be submitted in writing to the Roane County Purchasing Department no later than seven (7) days from date of bid award. The steps for dispute resolution may include:
 - A meeting with the Purchasing Agent, the requisitioning department's manager and representatives from the disputing party to discuss and resolve the complaint.
 - Information from the aforementioned meeting will be forwarded to the County Attorney for review.
 - A written decision letter stating the reasons for the decision will be prepared by the Purchasing Agent and submitted in writing to the protestor and all parties involved.
 - Purchases will not be allowed under this procurement until a final decision is rendered.
 - In the event that purchases must be made before a final decision is rendered, the emergency purchase procedures will be used.

APPROPRIATION

1. In the event that funds are not appropriated by Roane County for the goods or services in any fiscal year or insufficient funds exist to purchase the goods or services, then the contract shall expire upon the expenditure of previously appropriated funds or the end of the current fiscal year, whichever occurs first, with no further obligations owed to or by either party.

INSURANCE

- 1. The contractor will maintain, at their expense adequate insurance coverage to protect them from claims arising under the Worker's Compensation Act, from claims for damages resulting from bodily injuries and damage to their property, for Bodily Injury and Property Damage Liability in the amount of no less than \$1,000,000, for Products and Completed Operations Liability of no less than \$1,000,000 and from claims for damage to any Roane County property. Additional insurance requirements may be listed any Special Terms & Conditions or in the Bid Specifications. This insurance company shall have a Best's rating of A or better. Any deviations from the above requirements must be disclosed in the bid submission.
- 2. The successful bidder shall furnish a Certificate of Insurance issued by their insurance company showing that Roane County as an additional insured. Carrier will assume full common liability of all shipments.

COMPLIANCE WITH ALL LAWS

1. Contractor is assumed to be familiar with and agrees to observe and comply with all federal, state, and local laws, statutes, ordinances, and regulations in any manner affecting the provision of goods and/or services, and all instructions and prohibitive orders issued regarding this work and shall obtain all necessary permits.

GOVERNING LAW

1. This contract shall be governed by the laws of the State of Tennessee, and all obligations of the parties are performable in Roane County, Tennessee. The Courts in Roane County shall have exclusive and concurrent jurisdiction of any disputes which arise hereunder.

BUSINESS LICENSES

1. Bidders located in Tennessee are required to have a current business license issued by the State of Tennessee at the time the bids are submitted. Vendors located outside Tennessee are required to obtain a business license issued by the State of Tennessee and in Roane County if the project cost is over \$50,000.

INDEMNIFICATION/HOLD HARMLESS

 Contractor shall indemnify, defend, save and hold harmless all departments of Roane County Government and/or the Roane County Board of Education, its officers, agents and employees from all suits, claims, actions or damages of any nature brought because of, arising out of, or due to breach of the agreement by Contractor, its subcontractors, supplier, agents or employees or due to any negligent act or occurrence or any omission or commission of the contractor, its subcontractors, suppliers, agents or employees until the contract terminates.

VENDOR PERFORMANCE

- 1. If the contractor fails in full or part to perform or comply with any provision of this Contract or the terms or conditions of any documents referenced and made a part hereof, Roane County may terminate this contract, in whole or in part, and may consider such failure or noncompliance a Breach of Contract. Contractors with poor performance will be notified at the time of such performance and be given opportunity to correct the problems. Documentation will be kept on file. Any contractor with continued poor performance will be removed from the potential vendor list for one year.
- 2. Roane County expressly retains all its rights and remedies provided by law in case of such breach, and no action by Roane County shall constitute a waiver of any such rights or remedies. In the event of termination for default, Roane County reserves the right to purchase its requirements elsewhere, with or without competitive bid.
- 3. Failure to deliver within the time specified or within a reasonable amount of time, or failure to make replacements of a rejected item immediately will constitute authority to purchase on the open market so as to replace the item(s) rejected and/or not received. On all such purchases, the Vendor agrees to promptly reimburse the county for excess costs incurred by such a purchase.

BREACH OF CONTRACT

- 1. A party shall be deemed to have breached the contract if any of the following occurs:
 - Failure to provide the services that conform to contract requirements.
 - Failure to maintain/submit any report required hereunder.
 - Failure to perform in full or in part any of the other conditions of the contract.

CONTRACT TERMINATION FOR CAUSE

1. 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 county shall have the right to terminate the contract and withhold payments in excess of fair compensation for completed services.

2. In the event the contract is terminated for due cause by the county, the county shall have the option of awarding the contact to the next lowest bidder or bidding again.

CONTRACT TERMINATION FOR CONVENIENCE

1. The county may, by written notice to the contractor, terminate this contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by the county. The county must give notice of termination to the vendor at least thirty (30) days prior to the effective date of termination. The contractor shall be entitled to receive compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the county be liable to the contractor for compensation for any service which has not been rendered. Upon such termination, the vendor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

BOOKS AND RECORDS

 The contractor shall maintain all books, documents, accounting records and other evidence pertaining to the goods and services provided under this contract and make such materials available at its offices at all reasonable times during the contract period and for three (3) years from the date of the final payment under this agreement for inspection by county or by any other governmental entity or agency participating in the funding of this agreement, or any authorized agents thereof; copies of said records to be furnished if requested.

INVOICES AND PAYMENTS

- 1. Payment will be made within 30 days after receipt of invoice and/or delivery of items included in this Invitation to Bid, whichever is later.
- 2. Roane County Government is not subject to taxation. A tax exemption certificate will be provided upon request.

IRAN DIVESTMENT ACT

1. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to Tennessee Code Annotated § 12-12-106.

NONDISCRIMINATION AND NON-CONFLICT STATEMENT

- 1. Contractor agrees that no person on the grounds of handicap, age, race, color, religion, sex or national origin, shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this agreement, or in the employment practices of vendor. Contractor shall upon request show proof of such nondiscrimination and shall post in conspicuous places available to all employees and applicants notices of non-discrimination. Contractor covenants that it complies with the Fair Wage and Hour Laws, the National Labor Relations Act, and other federal and state employment laws as applicable. Contractor covenants that it does not engage in any illegal employment practices.
- 2. Contractor covenants that it has no public or private interest and shall not acquire directly or indirectly any interest; that would conflict in any manner with the provision of its goods or performance of its services. The contractor warrants that no part of the total contract amount provided herein shall be paid directly or indirectly to any officer or employee of Roane County as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor or consultant to contractor in connection with any goods provided or work contemplated or performed relative to the agreement.
- 3. No employee or member of the Roane County's governing bodies shall participate in the selection or award of a contract if a conflict of interest, real or apparent, would be involved.
- 4. Officers, employees or officials of the Roane County Government shall neither solicit nor accept gratuities, favors or anything of more than nominal monetary value from vendors or parties to subcontractor.

2019-04-141 – SOFFIT REPLACMENT AT ROCKWOOD HIGH SCHOOL VENDOR INFORMATION SHEET

(Please fill out completely)

By completing and signing this form you certify that you are an authorized representative of the company for which you are submitting a bid/proposal and that you have the authority to legally bind your company. Further, by completing and signing this form you certify that you agree to all the terms and conditions of this bid/proposal.

1.	Vendor Name					
	Address					
	City State Zip Code					
3.	Contact Person (Please Print)					
4.	Telephone Number Fax Number					
5.	Vendor's e-mail address					
6.	a. Authorizing Signature					
7.	. Title of Person Signing Bid					
8.	 If addenda were issued, please acknowledge the receipt of: (please write "yes" if you received one) Addendum 1Addendum 2Addendum 3Addendum 4 					
9.	If applicable, please indicate below if discounts will be allowed for prompt payment or if there is not discount offered: % Net 10 Days;% Net 20 Days;% Net 30 Days;No Discount					

SCHOOL CONTRACTS ONLY

CRIMINAL HISTORY RECORDS CHECK – Do you agree to comply with Public Chapter 587 of 2007 which requires all contractors to facilitate a criminal history check, including fingerprinting, conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation for each employee or subcontractor personnel before permitting the employee or subcontractor personnel to have contact with students or enter school grounds?

____Yes ____No

2019-04-141 – SOFFIT REPLACMENT AT ROCKWOOD HIGH SCHOOL NON -COLLUSION, INDEPENDENT PRICE DETERMINATION, NON-DISCRIMINATION, NON-DEBARMENT & LOBBYING AFFIDAVIT

I do hereby certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud.

I understand that collusive pricing is a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards and that no collusion with another firm was used in preparation of this bid.

I also certify that this firm does not discriminate against any employee or applicant for employment on the grounds of race, color, national origin or sex; and does not and will not maintain or provide for his employees any segregated facilities at any of its establishments, and further, that the firm does not and will not permit their employees to perform their services at any location under this contract where segregated facilities are maintained.

By submission of this bid, the bidder certifies that neither it or its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal or State department or agency.

I further certify that during the Invitation to Bid solicitation and/or during the performance of this contract that neither it nor its principals will participate in lobbying activities in conjunction with this project.

I agree to abide by all terms and conditions of this Invitation to Bid and certify that I am authorized to sign this affidavit for the vendor.

Please indicate which of the following apply to your company. This information is requested for information purposes only. Roane County currently has no policy that allows for set asides or preferences for woman owned or minority owned businesses.

African American Owned

Caucasian Owned

Native American Owned

Other Owned

___ Asian Owned ____ Hispanic Owned Woman Owned

Signature

Title

2019-04-141 – SOFFIT REPLACMENT AT ROCKWOOD HIGH SCHOOL DRUG-FREE WORKPLACE AFFIDAVIT

STATE OF _____

COUNTY OF

The undersigned, principal officer of ______, an employer of five (5) or more employees contracting with Roane County Government to provide construction services, hereby states under oath as follows:

- 1. The undersigned is a principal officer of ______ (hereinafter referred to as the "Company"), and is duly authorized to execute this Affidavit on behalf of the Company.
- 2. The Company submits this Affidavit pursuant to T.C.A. § 50-9-113, which requires each employer with no less than five (5) employees receiving pay who contracts with the state or any local government to provide construction services to submit an affidavit stating that such employer has a drug-free workplace program that complies with Title 50, Chapter 9, of the *Tennessee Code Annotated*.
- 3. The Company is in compliance with T.C.A. § 50-9-113.

Further affiant saith not.

Principal Officer

STATE OF _____

COUNTY OF

Before me personally appeared ______, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that such person executed the foregoing affidavit for the purposes therein contained.

Witness my hand and seal at office this _____day of _____, 20____.

Notary Public

My commission expires______.

2019-04-141 – SOFFIT REPLACMENT AT ROCKWOOD HIGH SCHOOL STATEMENT OF COMPLIANCE CERTIFICATE ILLEGAL IMMIGRANTS

EACH CONTRACTOR BIDDING SHALL FILL IN AND SIGN THE FOLLOWING

This is to certify that ______ have fully complied with all the requirements of Chapter No. 878 (House Bill No. 111 and Senate Bill No. 411) which serves to amend Tennessee Code Annotated Title 12, Chapter 4, Part I, attached herein for reference.

• All Bidders for construction services on this project shall be required to submit an affidavit (by executing this compliance document) as part of their bid that attests that such Bidder shall comply with requirements of Chapter no. 878.

Signed:				
State of)				
) ss County of)				
Personally appeared before me,	the	e undersigned Notary Public,		
, the	e within named bargain or, with whon	n I am personally acquainted,		
and known to me to be the President / C				
, Corporation, F				
to me that he executed the foregoing docum		,		
Witness my hand, at office, this	_day of, 20			
	Notary Public			
My commission expires	_			

Statement of Compliance – Illegal Immigrants

2019-04-141 – SOFFIT REPLACMENT AT ROCKWOOD HIGH SCHOOL **IRAN DIVESTMENT ACT COMPLIANCE**

The Iran Divestment Act of 2016, effective on July 1, 2016, is codified in Tennessee Code Annotated §12-12-101 et seq. The Iran Divestment Act, with certain exceptions, prohibits local governments from entering into contracts with persons or entities engaged in investment activities in the energy sector of Iran. Pursuant to the terms set forth in Tennessee Code Annotated §12-12-105, a person engages in investment activities in the energy sector of Iran if:

- 1) The person provides goods or services of twenty million dollars (\$20,000,000) or more in the energy sector of Iran, including a person that provides oil or liquified natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or
- 2) The person is a financial institution that extends twenty million dollars (\$20,000,000) or more in credit to another person, for forty-five (45) days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list, created pursuant to §12-12-106, as a person engaging in investment activities in Iran as described in this section.

This Act requires the State of Tennessee's chief procurement officer to publish on the State's website a list of persons it determines engaged in investments activities in Iran (the "Prohibited Entities List").

Any BIDDER that is on the Prohibited Entities List will be ineligible to contract with the COUNTY.

Pursuant to the Act, any BIDDER that attempts to contract with the COUNTY must certify, at the time the bid is submitted, that the BIDDER is not identified on the Prohibited Entities List. A bid shall not be considered for award, nor shall any award be made where the BIDDER fails to submit a signed and verified compliance certification form.

CERTIFICATION OF COMPLIANCE IRAN DIVESTMENT ACT

The undersigned states that he/she has legal authority to swear this on behalf of

(Vendor); and that the Vendor is not in any manner in violation of Tennessee Code Annotated §12-12-101 to §12-12-106.

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury that to the best of its knowledge and belief that each bidder is not on the list created pursuant to the Iran Divestment Act, Tennessee Code Annotated §12-12-106.

	By: Title:	
Sworn to and subscribed before me, a Notary Public		
Notary I	My Commission Expires	

2019-04-141 – SOFFIT REPLACMENT AT ROCKWOOD HIGH SCHOOL INVITATION TO BID SPECIFICATIONS

Roane County Purchasing is inviting bids for the replacement of the soffit at Rockwood High School as per the enclosed specifications.

All questions are to be submitted in writing to lynn.farnham@roanecountytn.gov or faxed to the Purchasing Department at 865-376-4318. <u>Questions will not be taken or answered verbally.</u>

REQUIRED DOCUMENTS

A bid cover sheet for the envelope is included in this packet.

The following documents <u>must</u> be returned in the bid envelope:

- Vendor Information Sheet
- Non-Collusion, Independent Price Determination, Non-Discrimination, Non-Debarment & Lobbying Affidavit
- Drug-Free Workplace Affidavit
- Statement of Compliance Certificate of Illegal Immigrants
- Certificate of Compliance Iran Divestment Act
- Certificate of Insurance issued by the Contractor's Insurance Company.
- Bid Pricing Form

CONTRACT

The Roane County's Purchase Order, the Terms & Conditions, and the Specifications of this Invitation to Bid will serve as the construction contract.

BID ENVELOPE COVER SHEET

Project: 2019-04-141 – SOFFIT REPLACMENT AT ROCKWOOD HIGH SCHOOL

ROCKWOOD HIGH SCHOOL 512 WEST ROCKWOOD STREET ROCKWOOD, TENNESSEE 37854

Bid Date & Time: Tuesday, August 21, 2018 2:00 p.m. (Eastern Time Zone)

Bids must be delivered prior to the aforementioned date to:

Roane County Purchasing 200 East Race Street Suite #3 Kingston, Tennessee 37763

Bidder Name & Address:				
TN License Number:	Limit:			
Expiration Date:	Classification:			

DOCUMENT 00 41 00 - BID FORM

TO: Roane County Schools 105 Bluff Road, Kingston, TN 37763

FROM:

FOR: Rockwood High School Soffit Replacement Rockwood, Tennessee

Pursuant to and in compliance with the Invitation to Bid, the Instructions to Bidders, and other documents relating thereto, the undersigned hereby proposes to furnish all labor and materials and perform all work complete for the Rockwood High School Soffit Replacement, as required by and in strict conformance with the Contract Documents consisting of the Drawings, the Project Manual, and,

Addendum No. ____ dated______ Addendum No. ____ dated_____

In submitting this bid the Bidders acknowledge that they have received, read, and understand the bid documents, have visited the site and become familiar with conditions under which work will be performed, have correlated observations with requirements of Bid Documents, and make this bid in accordance therewith.

In submitting the Bid the Bidder agrees to:

- 1. Honor this bid for 90 days from date of bid opening.
- 2. Enter into and execute a contract if presented on the basis of this bid and furnish certificate(s) of insurance, bonds and other documents related to the contract as required by the Bidding Documents.
- 3. Accomplish work in accordance with the Contract Documents.
- 4. Achieve Substantial Completion of all work within _____days from Notice To Proceed.
- 5. Achieve Substantial Completion of the Work in accordance with the number of calendar days Contract Time set forth, allotted from and including the date stipulated in the Notice to Proceed; and, accept the conditions for Liquidated Damages in the amount of \$100 per calendar day.
- 6. Perform additional work by Change Order under the terms of the contract using the actual cost of the work plus ten percent (10%) for overhead and five percent (5%) for profit.

- 7. Have a drug free workplace program as required by the "Drug-Free Workplace Affidavit". Attach a fully executed affidavit with the Bid Form.
- 8. Contractor shall comply with Public Chapter 587 of 2007, as codified in Tennessee Code Annotated Section 49-5-413, which requires all contractors to facilitate a criminal history records check conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation for each employee prior to permitting the employee to have contact with students or enter school grounds when students are present.

Complete the Work of the Base Bid for this project for the Lump Sum of:

BASE BID: ROCKWOOD HIGH SCHOOL – SOFFIT REPLACEMENT

			and	/10	0ths Dollars
(Amount shown in both words and figures)					
	\$_				
Alternate No. 1: Add the following amount:					
			and	/10	0ths Dollars
(Amount shown in both words and figures)	\$_				
NAME OF FIRM					
SIGNED BY		DATE:	MM/DD/YY	YY	
NAME:					
		TITLE			
BIDDER'S ADDRESS					
CITY			STATE	Z	IPCODE
TELEPHONE					
CONTRACTOR'S LICENSE NO:					
EXPIRATION DATE://		MM /		DD /	YYYY
END OF DOCUMENT 00 41 00					

SECTION 07 41 13 - METAL SOFFIT PANELS

PART 1 - GENERAL

- 1.1 SECTION INCLUDES
 - A. Concealed fastener metal soffit panels, with related metal trim and accessories.

1.2 REFERENCES

- A. American Architectural Manufacturer's Association (AAMA): www.aamanet.org:
 - 1. AAMA 621 Voluntary Specifications for High Performance Organic Coatings on Coil Coated Architectural Hot Dipped Galvanized (HDG) & Zinc-Aluminum Coated Steel Substrates.
- B. ASTM International (ASTM): www.astm.org:
 - 1. ASTM A 653 Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process.
 - ASTM A 755 Specification for Steel Sheet, Metallic Coated by the Hot-Dip Process and Prepainted by the Coil-Coating Process for Exterior Exposed Building Products.
 - 3. ASTM A 792 Standard Specification for Steel Sheet, 55% Aluminum-Zinc Alloy-Coated by the Hot-Dip Process.
 - 4. ASTM D 4214 Test Methods for Evaluating Degree of Chalking of Exterior Paint Films.
 - 5. ASTM E 84 Test Methods for Surface Burning Characteristics of Building Materials.
- C. National Fire Protection Association (NFPA)
 - 1. NFPA 259 Test Method for Potential Heat of Building Materials.
 - NFPA 285 Evaluation of Fire Propagation Characteristics of Exterior Non-Load Bearing Wall Assemblies.
 - 3. NFPA 286 Fire Test of Evaluating Conditions of Wall and Ceiling Finish to Roof Fire Growth.

1.3 QUALITY ASSURANCE

- A. Manufacturer/Source: Provide metal panel assemblies and accessories from a single manufacturer approved under an accredited third-party quality control program
- B. Manufacturer Qualifications: Approved manufacturer listed in this Section with minimum ten years' experience in the manufacturing of similar products and successful use in similar applications.
 - 1. Approval of Comparable Products: Submit the following in accordance with project substitution requirements, within time allowed for substitution review:
 - 2. Product data, including certified independent test data indicating compliance with requirements.

SOFFIT REPLACEMENT ROCKWOOD HIGH SCHOOL

07 41 13 -1

METAL SOFFIT PANELS

- 3. Samples of each component.
- 4. Project references: Minimum of five installations not less than five years old, with Owner and Architect contact information.
- 5. Sample warranty.
- 6. Certificate from an accredited third-party Quality Control Program.
- 7. Substitutions following award of contract are not allowed except as stipulated in Division 01 General Requirements
- 8. Approved manufacturers must meet separate requirements of Submittals Article.
- C. Installer Qualifications: Experienced Installer [certified by metal panel manufacturer] with minimum of five years experience with successfully completed projects of a similar nature and scope.
 - 1. Installer's Field Supervisor: Experienced mechanic [certified by metal panel manufacturer] supervising work on site whenever work is underway.

1.4 ADMINISTRATIVE REQUIREMENTS

- A. Preinstallation Meeting: Prior to erection of framing, conduct preinstallation meeting at site attended by Owner, metal panel installer, and related trade contractors.
 - 1. Inspect building framing in relation to metal soffit system.
 - 2. Coordinate existing downspout locations and other penetrations of metal soffit system.

1.5 ACTION SUBMITTALS

- A. Product Data: Manufacturer's data sheets for specified products.
- B. Shop Drawings: Show layouts of metal panels. Include details of each condition of installation, panel profiles, and attachment to building. Provide details at a minimum scale 1-1/2-inch per foot of edge conditions, joints, fastener and sealant placement, flashings, openings, penetrations, and special details. Make distinctions between factory and field assembled work.
 - 1. Include data indicating compliance with performance requirements.
 - 2. Indicate points of supporting structure that must coordinate with metal panel system installation.
 - 3. Include structural data indicating compliance with performance requirements and requirements of local authorities having jurisdiction.
- C. Samples for Initial Selection: For each exposed product specified including sealants. Provide representative color charts of manufacturer's full range of colors.
- D. Samples for Verification:
 - 1. Provide 12-inch long section of each metal panel profile.
 - 2. Provide color chip verifying color selection.

1.6 INFORMATIONAL SUBMITTALS

- A. Product Test Results: Indicating compliance of products with requirements.
- B. Qualification Information: For Installer
- C. Warranty:
 - 1. Submit manufacturer's written two (2) year limited warranty providing panels to be free from defects in materials and workmanship, beginning from the date of substantial completion excluding coil coatings (paint finishes) that are covered under a separate warranty.
 - 2. The installation contractor shall issue a separate warranty against defects in installed materials and workmanship, beginning from the date of substantial completion of the installation.
- 1.7 CLOSEOUT SUBMITTALS
 - A. Maintenance data.
 - B. Manufacturer's Warranty: Executed copy of manufacturer's warranty.
- 1.8 DELIVERY, STORAGE, AND HANDLING
 - A. Protect products of metal panel system during shipping, handling, and storage to prevent staining, denting, deterioration of components or other damage. Protect panels and trim bundles during shipping. Protect painted surfaces with a protective covering before shipping.
 - 1. Deliver, unload, store, and erect metal panels and accessory items without deforming panels or exposing panels to surface damage from weather or construction operations.
 - 2. Store in accordance with Manufacturer's written instructions.
- 1.9 WARRANTY
 - A. Special Manufacturer's Warranty: Submit Manufacturer's two (2) year limited warranty providing panels to be free from defects in materials and workmanship, beginning from the date of substantial completion excluding coil coatings (paint finishes) that are covered under a separate warranty.
 - B. The installation contractor shall issue a separate warranty against defects in installed materials and workmanship, beginning from the date of substantial completion of the installation.
 - C. Special Panel Finish Warranty: Submit Manufacturer's limited warranty on the exterior paint finish for adhesion to the metal substrate and limited warranty on the exterior paint finish for chalk and fade.
 - 1. Fluoropolymer Two-Coat System:
 - a. Color fading in excess of [5] or [10] for copper, silver metallic and bright red; Hunter units per ASTM D 2244.
 - b. Chalking in excess of [6] for copper, silver metallic and bright red or [8] rating per ASTM D 4214.
 - c. Failure of adhesion, peeling, checking, or cracking.

SOFFIT REPLACEMENT ROCKWOOD HIGH SCHOOL

PART 2 - PRODUCTS

2.1 MANUFACTURER

- A. Manufacturer:
 - 1. MBCI Metal Roof and Wall Systems [Basis of Design]
 - 2. Dimensional Metals, Inc.
 - 3. Reliable Sheet Metal, Inc.
- B. Provide basis of design product, or comparable product approved by Owner prior to bid.

2.2 PERFORMANCE REQUIREMENTS

- A. General: Provide metal soffit system meeting performance requirements as determined by application of specified tests by a qualified testing facility on manufacturer's standard assemblies.
 - 1. Wind Loads: Determine loads based on applicable building code, wind speed, importance factor, exposure category, and internal pressure coefficient indicated on drawings.
 - a. Wind Negative Pressure: Certify capacity of metal panels by testing of proposed assembly.
 - 2. Deflection Limits: Withstand inward and outward wind-load design pressures in accordance with applicable building code.
- B. Fire Performance Characteristics: Provide metal panel systems with the following fire-test characteristics determined by indicated test standard as applied by testing and inspection agency acceptable to authorities having jurisdiction.
 - 1. Surface-Burning Characteristics: The insulating core shall have been tested per ASTM E 84. The core shall have:
 - a. Flame spread index: 25 or less.
 - b. Smoke developed index: 450 or less.
 - 2. Fire Propagation: The fire assembly shall meet the requirements of the standard for NFPA 285
 - 3. Fire Growth: The fire assembly shall meet the requirements of the standard for NFPA 286
 - 4. Potential Heat: Determined in accordance with NFPA 259
 - 5. IBC Chapter 26: Panel Performance under the above test methods, shall meet the requirements of IBC, Chapter on foam plastics.

2.3 METAL SOFFIT PANELS

- A. Concealed fastener flush metal panel
 - 1. Basis of Design: MBCI Signature 200

- 2. Coverage Width: 12 inches
- 3. Panel Thickness: 1 inch
- 4. Nominal Coated Thickness: 22 gage
- 5. Panel Surface: Smooth
- 6. Exterior Finish: Fluoropolymer two-coat system
- 7. Color: As selected from manufacturer's full range of standard colors.

2.4 TRIM AND ACCESSORIES

- A. General: Provide complete metal panel assemblies incorporating trim, copings, fascia, gutters and downspouts, and miscellaneous flashings. Provide required fasteners, closure strips, and sealants as indicated in manufacturer's written instructions.
- B. Flashing and Trim: Match material, thickness, and finish of metal panels.
 - 1. Provide circular trim / escutcheon around existing downspout penetrations.
 - 2. Edge Trim
 - 3. Fascia Cladding
- C. Panel Clips: ASTM A 653/A 653M, G90 (Z180) hot-dip galvanized zinc coating, one-piece, configured for concealment in panel joints, and identical to clips utilized in tests demonstrating compliance with performance requirements.
- D. Panel Fasteners: Self-drilling or Self-tapping screws and other acceptable fasteners recommended by metal panel manufacturer. Where exposed fasteners cannot be avoided, supply corrosion-resistant fasteners with heads matching color of metal panels by means of factory-applied coating, with weathertight resilient washers.
- E. Joint Sealers:
 - 1. Sealants: Provide Tape Mastic Sealants, Non-skinning sealants, and Urethane Sealants in accordance with manufacturers standards.

2.5 FABRICATION

- A. General: Provide factory fabricated and finished metal panels, trim, and accessories meeting performance requirements, indicated profiles, and structural requirements.
- B. Fabricate metal panel joints configured to accept sealant providing weathertight seal.
- C. Sheet Metal Flashing and Trim: Fabricate flashing and trim to comply with manufacturer's written instructions, approved shop drawings, and project drawings.

2.6 FINISHES

- A. Finishes, General: Prepare, pretreat, and apply coating to exposed metal surfaces to comply with coating and resin manufacturer's written instructions.
- B. Signature 200 Exterior Face Sheet Coil-Coated Finish System

SOFFIT REPLACEMENT ROCKWOOD HIGH SCHOOL

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METAL SOFFIT PANELS

- Silicone-Polyester Two-Coat System: 0.20 0.25 mil primer with 0.7 0.8 mil color coat.
- C. Interior Face Sheet Coil-Coated Finish System
 - 1. Manufacturer's standard.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine metal panel system substrate with Installer present. Inspect for erection tolerances and other conditions that would adversely affect installation of metal panels.
 - Inspect framing that will support metal soffit panels to determine if support components are installed as indicated on approved shop drawings and are within tolerances acceptable to metal panel manufacturer and installer. Confirm presence of acceptable framing members at recommended spacing to match installation requirements of metal panels.
 - 2. Panel Support Tolerances: Confirm that metal panel supports are within tolerances acceptable to metal panel manufacturer but not greater than the following:
 - a. 1/4 inch in 20 foot in any direction.
 - b. 3/8 inch over any single wall plane.
 - c. Verify spacing for existing wood framing. Adjust as required.
- B. Correct out-of-tolerance work and other deficient conditions prior to proceeding with metal soffit panel installation.

3.2 METAL PANEL INSTALLATION

- A. Concealed-Fastener for metal panels: Install metal soffit panel system in accordance with manufacturer's written instructions, approved shop drawings, and project drawings. Install metal panels in orientation, sizes, and locations indicated. Anchor panels and other components securely in place. Provide for thermal and structural movement.
- B. Attach panels to metal framing using screws, fasteners, sealants, and adhesives recommended for application by metal panel manufacturer.
 - 1. Fasten metal panels to supports with fasteners at each location indicated on approved shop drawings, at spacing and with fasteners recommended by manufacturer.
 - 2. Cut panels in field where required using manufacturer's recommended methods.
 - 3. Provide weatherproof jacks for pipe and conduit penetrating metal panels.
 - 4. Dissimilar Materials: Where elements of metal panel system will come into contact with dissimilar materials, treat faces and edges in contact with dissimilar materials as recommended by metal panel manufacturer

- C. Attach panel flashing trim pieces to supports using recommended fasteners and joint sealers
- D. Joint Sealers: Install sealants where indicated and where required for weatherproof performance of metal panel assemblies
 - 1. Seal panel base assembly, openings, panel head joints, and perimeter joints using sealants indicated in manufacturer's instructions
 - 2. Seal wall panel joints; apply continuously without gaps in accordance with manufacturer's written instructions, approved shop drawings, and project drawings
 - 3. Prepare joints and apply sealants per requirements of Division 07 Section.

3.3 ACCESSORY INSTALLATION

- A. General: Install metal panel accessories with positive anchorage to building and weather tight mounting; provide for thermal expansion. Coordinate installation with flashings and other components.
 - 1. Install components required for a complete metal panel assembly, including trim, copings, flashings, sealants, closure strips, and similar items.
 - 2. Comply with details of assemblies utilized to establish compliance with performance requirements and manufacturer's written installation instructions.
 - 3. Set units true to line and level as indicated. Install work with laps, joints, and seams that will be permanently weather resistant.

3.4 CLEANING AND PROTECTION

- A. Remove temporary protective films immediately in accordance with metal panel manufacturer's instructions. Clean finished surfaces as recommended by metal panel manufacturer.
- B. Replace damaged panels and accessories that cannot be repaired to the satisfaction of the Architect.

END OF SECTION

SECTION 01 23 00 - ALTERNATES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.
- 1.2 SUMMARY
 - A. This Section includes administrative and procedural requirements for alternates.
- 1.3 DEFINITIONS
 - A. Alternate: An amount proposed by bidders and stated on the Bid Form for certain work defined in the Bidding Requirements that may be added to or deducted from the Base Bid amount if Owner decides to accept a corresponding change either in the amount of construction to be completed or in the products, materials, equipment, systems, or installation methods described in the Contract Documents.
 - 1. The cost or credit for each alternate is the net addition to or deduction from the Contract Sum to incorporate alternate into the Work. No other adjustments are made to the Contract Sum.

1.4 PROCEDURES

- A. Coordination: Modify or adjust affected adjacent work as necessary to completely integrate work of the alternate into Project.
 - 1. Include as part of each alternate, miscellaneous devices, accessory objects, and similar items incidental to or required for a complete installation whether or not indicated as part of alternate.
- B. Notification: Immediately following award of the Contract, notify each party involved, in writing, of the status of each alternate. Indicate if alternates have been accepted, rejected, or deferred for later consideration. Include a complete description of negotiated modifications to alternates.
- C. Execute accepted alternates under the same conditions as other work of the Contract.
- D. Schedule: A "Schedule of Alternates" is included at the end of this Section. Specification Sections referenced in schedule contain requirements for materials necessary to achieve the work described under each alternate.

PART 2 - PRODUCTS (Not Used)

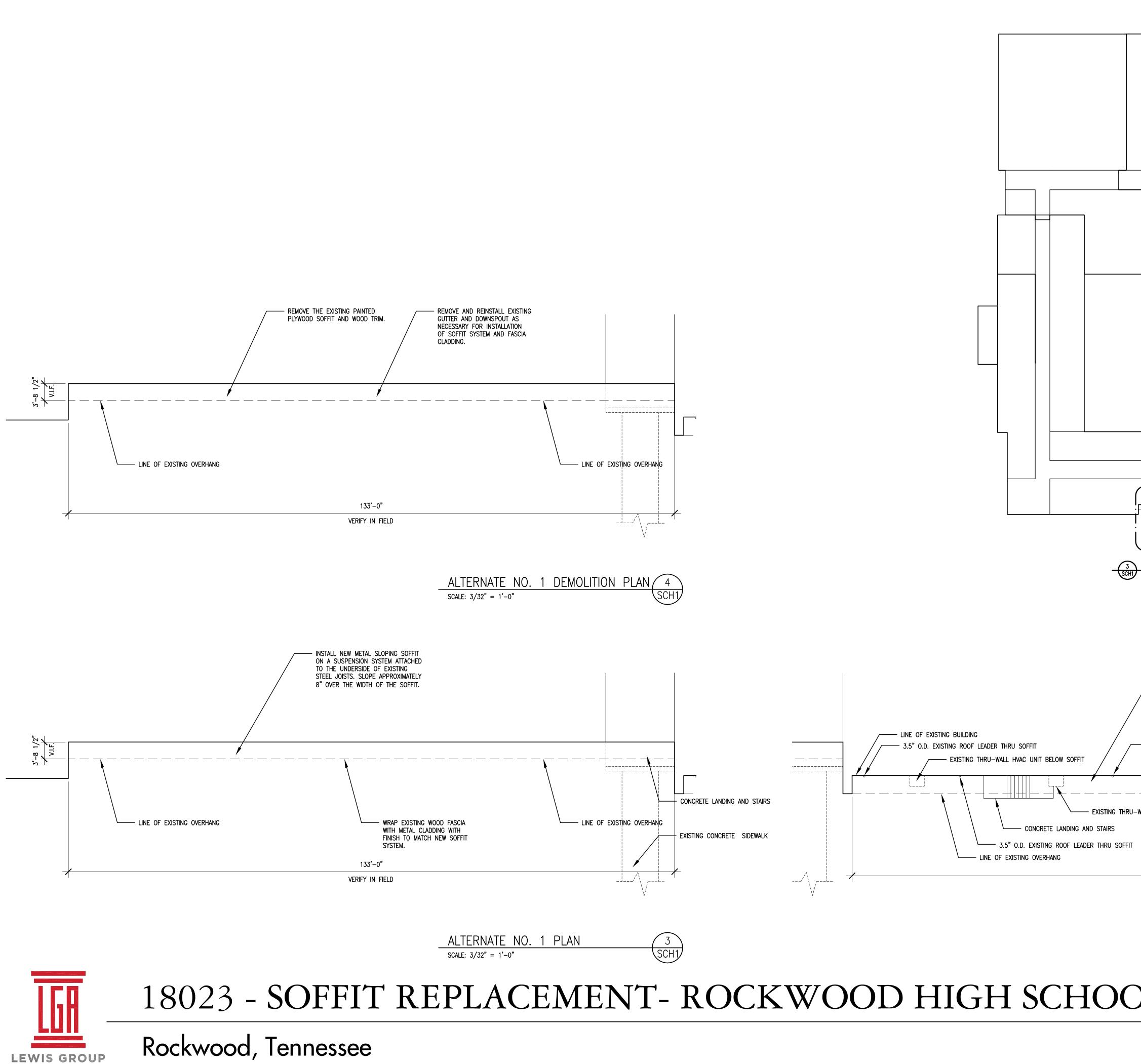
PART 3 - EXECUTION

3.1 SCHEDULE OF ALTERNATES

A. Add Alternate No.1:

Tear-off existing plywood soffit indicated on Demolition Plan as indicated on Detail 4 / SCH1, and install new metal soffit panels as specified in Section 04 42 13 (approximately 500 square feet). Install fascia cladding on existing wood fascia. Remove and reinstall existing gutter and downspout as necessary to complete the work.

END OF SECTION 01 23 00



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ALTERNATE NO. 1	BASE BID <u>COMPOSITE P</u> SCALE: 1" = 40'-0"	PLAN)- 1 SCH1
INSTALL NEW METAL SLOPING SO ON A SUSPENSION SYSTEM ATTA TO THE UNDERSIDE OF EXISTING STEEL JOISTS. SLOPE APPROXIMA 8" OVER THE WIDTH OF THE SO	CHED		
	J-WALL HVAC UNIT BELOW SOFFIT		
149'-0" VERIFY IN FIELD	CONCRETE LANDING AND STAIRS — 3.5" O.D. EXISTING ROOF LEADER THRU SOFFIT		3.5" O.D. EXISTING ROOF LEADER THRU SOFFIT LINE OF EXISTING OVERHANG
	BASE BID FLOOR scale: 3/32" = 1'-0"		2 CH1
DL	Floor Plans		
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