

**INVITATION TO BID
ACOUSTIC CEILING REPAIRS FOR THE MUSIC CITY CENTER
201 REP. JOHN LEWIS WAY SOUTH, NASHVILLE, TENNESSEE 37203**

ITB #105-2022

**Issued By:
The Convention Center Authority
of the Metropolitan Government of Nashville and Davidson County**

Pursuant to § 4.12.040 M.C.L., this solicitation document serves as the written determination of the Purchasing Department, that the use of competitive sealed bidding is neither practicable nor advantageous to the Convention Center Authority. Therefore, this solicitation will facilitate the entering into of contract(s) by the competitive sealed bid process.

Issuance Date: June 3, 2022

Acoustic Ceiling Repairs for the Music City Center



**Bid Submission Date:
July 7, 2022 (3:00 PM Nashville local time)**

**Procurement Staff Contact
Jasmine Quattlebaum
Director of Purchasing
Convention Center Authority**

INVITATION TO BID
Acoustic Ceiling Repairs

I) INTRODUCTION AND OVERVIEW.....4

 A. Purpose and Opportunity.....4

 B. Contractors Responsibilities.....4

II) SUBMISSION INSTRUCTIONS4

 A. Timetable.....4

 B. Inquiries.....4

 C. Mandatory Project Viewing5

 D. Submissions.....5

 E. Compliance with ITB.....6

 F. Response Format and Requirements.....6

 G. Selection Process.....7

 H. Evaluation of ITB.....7

 I. Selection Criteria.....7

III) RULES AND GUIDELINES.....7

 A. Conflict of Interest.....7

 B. Requests for Clarification of Submission.....7

 C. Submissions and Presentation Costs.....8

 D. Validity of Submissions.....8

 E. Rejection of Submissions.....8

 F. Minor Irregularities.....8

 G. Americans with Disabilities Act.....8

 H. Non-Discrimination.....8

 I. Public Disclosure.....9

 J. Compliance with the Authority’s Procurement Policy and Affidavit.....9

 K. Assistance to Small and Service-Disabled Veteran-Owned Business Enterprises.....9

 L. Compliance with the Authority’s Procurement Nondiscrimination Program.....9

 M. Sustainability Requirements.....9

 N. Logos.....9

 O. Insurance Requirements.....9

 P. Right to Protest.....10

 Q. MCC Responsibilities10

IV) TERMS OF PURCHASE ORDER.....10

A. Delivery and/or Installation.....	11
B. Electronic Payment.	12
C. Warranty.....	13
D. General.	13

NOTICE TO BIDDERS

This Invitation to Bid (ITB) has been posted to the Nashville Music City Center (Here in after “Music City Center” or “MCC”) website for your convenience. Addenda and attachments, if issued are also posted. It is the Bidder’s responsibility to ensure that the entire ITB package, in its latest version, is reviewed prior to submittal of a bid.

Solicitation amendments are posted on the Music City Center web site at (<http://www.nashvillemusiccitycenter.com/business-opportunities>) and attached to the individual solicitation listing as either a Microsoft Office product or PDF file.

Any alterations to the document(s) made by the Bidder, other than completing worksheets/forms, may be grounds for rejection of proposal, cancellation of any subsequent award, or any other legal remedies available to the Convention Center Authority (here in after “the Authority”).

[The remainder of this page is intentionally left blank.]

I) INTRODUCTION AND OVERVIEW

A. Purpose and Opportunity.

The Authority is administering this ITB for qualified firms to submit bids for repair of existing gypsum wall board ceiling framing and reinstallation of existing metal ceiling and building systems in meeting Room 401 at the Grand Ballroom level of the Music City Center. Contractor to follow scope of work as outlined and provided by Tuck-Hinton Architecture and Design dated 4/26/22 (Exhibit B)

It is the Authority's objective to select the best-qualified firm who, in its opinion, will continuously provide top quality service, product quality, and generally create goodwill within this high-quality facility. The final decision of the Authority will be made in its overall best interest.

B. Contractors Responsibilities

The Contractor's responsibilities include but are not limited to:

- Contractor must provide aerial lifts
- Contractor must provide open top for debris removal
- Contractor is responsible for the protection of interior surfaces
- Contractor is responsible for daily and final project cleaning
- Contractor must provide best means for demoed material storage for reinstallation
- Contractor must provide a time schedule of completion during regular business hours
- Contractor must provide a time schedule of completion for overnight and weekends
- Final time schedule will be approved by the Director of Engineering or designee

II) SUBMISSION INSTRUCTIONS

A. Timetable.

The following timetable should be used as a working guide for planning purposes. The Authority reserves the right to adjust this timetable in its sole discretion and without notice during the course of this ITB process.

Invitation to Bid Released	June 3, 2022
Mandatory Project Viewing	June 13, 2022 @ 9am
ITB Questions and Inquiries	June 16, 2022
Responses to Inquiries	June 22, 2022
ITB Response Due	July 7, 2022

B. Inquiries.

Direct all questions related to this ITB via email to mccpurchasing@nashville.gov with Acoustic Ceiling Repairs in the subject line. The deadline for receiving questions and inquiries is indicated in Section II (A). All questions and inquiries will be reviewed and, and responses will be posted at (<http://www.nashvillemusiccitycenter.com/business-opportunities>) by the date indicated in Section II (A).

C. Mandatory Project Viewing

Interested contractors will be allowed to view the project during the indicated date in Section V (A). This will be the only viewing scheduled for this ITB. To receive project viewing information you must confirm your attendance by emailing mccpurchasing@nashvillemcc.com by the date indicated in Section V (A).

Oral questions will receive oral responses, neither of which will be official or become part of the ITB. Contractors must clearly understand that the only written responses to written questions will be considered official and will appear in the form of an amendment. All prospective contractors are encouraged to attend.

D. Submissions.

All submittals must be received no later than indicated in Section II (A). ITB must be submitted in a sealed envelope. No submission will be accepted after deadline. Incomplete or ineligible submissions will not be reviewed. Every effort will be made to ensure the safe handling of submitted materials; however, the Authority will not be responsible for any loss or damage. Submission should be sent by UPS or FedEx to:

Music City Center House Docks

Jasmine Quattlebaum
Director of Purchasing/DBE
Music City Center
700 Koreans Veterans Blvd
Nashville, Tennessee 37203

Hand Delivery Submissions should be delivered to:

Music City Center Administrative Offices

Jasmine Quattlebaum
Director of Purchasing/DBE
600 Koreans Veterans Blvd
Nashville, Tennessee 37203

***Must email Director of Purchasing 24 hours prior to delivery prior to deadline to Jasmine.Quattlebaum@nashvillemcc.com**

Email Submissions under 25 MB should be delivered to Music City Purchasing Department: *

mccpurchasing@nashvillemcc.com

cc: jasmine.quattlebaum@nashvillemcc.com

*** Confirmation of submission will be sent within 1 hour. If you do not receive a confirmation email, please email or call the Director of Purchasing: jasmine.quattlebaum@nashvillemcc.com or (615) 401 – 1445.**

The Convention Center Authority will not accept bid responses submitted by fax.

Email Submissions over 25 MB should be delivered via We Transfer (www.wetransfer.com):

mccpurchasing@nashvillemcc.com

The Convention Center Authority will not accept bid responses submitted by fax or electronic mail.

E. Compliance with ITB.

Submissions must be in strict compliance with this ITB. Failure to comply with all provisions of the ITB may result in disqualification. The Authority reserves the right to reject any bid and/or waive any formalities in the solicitation process. The Purchasing Agent does hereby expressly reserve the right to reject any and all bid responses, the right to request additional information, the right to clarify bids, the right to award a contract for only some but not all the articles or items in the bid. Furthermore, each proposer should carefully examine this ITB and all attachments and exhibits. Each proposer shall judge for itself all conditions and circumstances having relationship to the bid. Each proposer will be responsible for taking such actions as they deem necessary or prudent prior to submitting a bid. Failure on the part of any proposer to take such actions shall not constitute grounds for declaration of not understanding the conditions with respect to making its bid. Each proposer is responsible for reading and understanding this ITB, including, but not limited to, these instructions for submitting a bid. Proposer's failure or neglect to review any provided provisions of an agreement and the provisions of this ITB will not relieve such proposer of any contractual obligations contained in an agreement or required under the ITB. Proposer shall have no claim for relief based upon a lack of knowledge of the content or legal effect of any such provision.

F. Response Format and Requirements.

Please submit one (1) original, four (4) copies, and one (1) electronic copy of the complete proposal response including any attachments, on a WINDOWS PC compatible CD or flash drive (verify all files are on disc/flash drive prior to submitting proposal) of the following materials to the address set forth in Section II (C) (all text must be printed on single-sided pages):

1) Affidavit

Please read through Exhibit A in its entirety. Be sure to fill in all the blank spaces, as well as having this document notarized before returning with bid.

2) Official Bid Form

Please complete all of Vendor Information inside the box on the Official Bid Form. Please include Company name, Your Name, Title, Address, City, State, Zip, Telephone number, Fax number, and email address.

3) Official Bid Price Sheet

Fill in **Lump Sum** inside the chart that is provided. Please add any additional cost that will be associated with bid. If there are not any additional cost associated with bid, please mark **no additional cost** in the space provided. Make sure Grand Total is added

correctly and placed in the space below. Provide Name of Bidder, Email, Phone number and signature before submitting bid.

4) Exceptions

Exceptions to this ITB including (“Terms of Purchase Order”) must be noted and included in the submission of this ITB.

Any listing of exceptions by a Contractor in their proposal in no way obligates the Authority at any time to change the contract’s general terms and conditions, the requirements of the ITB, or the insurance requirements of this solicitation.

G. Selection Process.

The Authority is using the Competitive Sealed Bidding method of source selection, as authorized by (Section 3.2) of its Procurement Policy. The Authority may, as it deems necessary, conduct discussions with Responsive and Responsible Offeror(s) determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of, and responsiveness to solicitation requirements. Award(s), if made, will be made to the Responsive and Responsible Offeror(s) whose proposal and qualifications are most advantageous to the Authority. Responses to this ITB will be evaluated by an evaluation committee appointed by the Director of Purchasing, in consultation with the Authority, (the “Evaluation Committee”). The Evaluation Committee shall be comprised of subject matter experts for the specific procurement. The Evaluation Committee may be City or Authority employees, consultants, employees of other governmental agencies or citizens with no business conflicts with the potential contractors. The Authority reserves the right to contact any and all references to obtain, without limitation, information regarding the Offeror’s performance on previous projects. Should a successful contract negotiation not be reached in a timely manner, the Authority reserves the right to select another proposer as the vendor.

H. Evaluation of ITB.

The Music City Center staff will first examine bids to eliminate those which are clearly non-responsive to the stated requirements. The Evaluation Committee will evaluate all responsive and responsible bids and qualifications based upon the selection criteria set forth herein. Other agencies and consultants may examine the proposals and qualifications. The evaluation committee will make recommendation(s) to the Authority’s staff to consider. The Authority reserves the right to withdraw this ITB at any time, for any reason, and to issue such clarifications, modifications, and/or amendments, as deemed appropriate. Receipt of a bid by the Authority of a submission of a bid offers no rights upon the offeror/proposer nor obligates the Authority in any manner.

I. Selection Criteria.

Any contract awarded pursuant to this ITB shall be awarded to the lowest responsive and responsible offeror whose bid response meets the requirements and criteria set forth in this ITB.

III) RULES AND GUIDELINES

A. Conflict of Interest.

Proposers with conflicts of interest as outlined in the City’s and the Authority’s conflict of interest policies or otherwise are ineligible.

B. Requests for Clarification of Submission.

The Authority may check references to assist in the evaluation of any submission.

C. Submissions and Presentation Costs.

The Authority will not be liable in any way for any costs incurred by any developer or development team in the preparation of its bid in response to this ITB, nor for the presentation of its submission and/or participation in any discussions.

D. Validity of Submissions.

All bids shall be valid for a period of one (1) year from the due date of the ITB.

E. Rejection of Submissions.

The Authority reserves the right to accept or reject in whole or in part any or all ITB submitted.

F. Minor Irregularities.

The Authority reserves the right to waive minor irregularities in offers, provided that such action is in the best interest of the Authority. Any such waiver shall not modify any remaining solicitation requirements or excuse the Offeror from full compliance with the solicitation specifications and other contract requirements if the Offeror is awarded a contract.

G. Americans with Disabilities Act.

The vendor shall assure to the Authority that all services (including but not limited to the design services, as well as any construction, repair, or other infrastructure improvements) made through the Agreement, if an award is made, shall be completed in full compliance with the Americans with Disabilities Act ("ADA") and Architectural and Transportation Barriers Compliance Board, Federal Register 36 CFR Parts 1190 and 1191, Accessibility Guidelines for Buildings and Facilities; Architectural Barriers Act (ABA) Accessibility Guidelines; proposed rule published in the Federal Register on July 23, 2004, as has been adopted by the City. Questions, concerns, complaints, requests for accommodation, or requests for additional information regarding the Americans with Disabilities Act may be forwarded to ADA Compliance Coordinator, Elisa Putman.

Individuals who need auxiliary aids for effective communication in the programs, services or activities of the Authority are invited to make their needs and preferences known to the ADA Compliance Coordinator. This notice can be made available in alternative formats through the office of the ADA Compliance Coordinator, Elisa Putman, Monday through Friday, 8:00 a.m. until 4:30 p.m.

H. Non-Discrimination.

It is the policy of the Authority not to discriminate on the basis of age, race, sex, color, national origin or disability in its hiring and employment practices, or in admission to, access to, or operation of its programs, services and activities. With regard to all aspects of this ITB the proposer certifies and warrants it will comply with this policy. Notwithstanding any other provision of this ITB, no person shall be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in the Authority's contracted programs or activities, on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal or Tennessee State Constitutional or statutory law; nor shall they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with the Authority or in the employment practices of the Authority's contractors. Accordingly, all contractors entering into contracts

with the Authority shall, upon request, be required to show proof of such nondiscrimination and to post in conspicuous places that are available to all employees and applicants, notices of nondiscrimination. Further, the Authority prohibits discrimination. It is the policy of the Authority that they shall not discriminate in their employment practices by failing or refusing to hire or promote, or to discharge any individuals, because of the individual's race, religion, creed, gender identity, national origin, color, age, and/or disability.

Inquiries concerning non-discrimination policies should be forwarded to: Jasmine Quattlebaum, Director of Purchasing/DBE, Convention Center Authority, 201 Rep. John Lewis Way South, Nashville TN 37203, (615) 401-1445.

I. Public Disclosure.

All submissions are considered public and subject to review upon request only after a successful Intent to Award Letter has been signed.

J. Compliance with the Authority's Procurement Policy and Affidavit.

Proposers shall assure to the Authority that it is and will be at all times in compliance with the Authority's Procurement Policy. Further, and as a part of the contract negotiation, the successful developer and/or development team shall submit a signed affidavit regarding compliance with laws, taxes and licensure, contingent fees and nondiscrimination. See Exhibit A.

K. Assistance to Small and Service-Disabled Veteran-Owned Business Enterprises.

It is the policy of the Authority to assist Small and Service-Disabled Veteran-Owned Business Enterprises in learning how to do business with the Authority. Furthermore, proposers are encouraged to maximize the usage of Small and Service-Disabled Veteran-owned businesses with respect to this project.

L. Compliance with the Authority's Procurement Nondiscrimination Program.

It is the policy of the Authority to promote full and equal business opportunities for all persons doing business with the Authority by increasing the purchase of goods and services from minority and women-owned businesses within the Nashville Metropolitan Statistical Area ("MSA"). Proposers shall assure to the Authority that it is and will be at all times in compliance with the Authority's Procurement Nondiscrimination Policy.

M. Sustainability Requirements.

Vendor must comply and participate in all MCC sustainability programs.

N. Logos.

Only the MCC approved logos will be utilized throughout the facility including, but not limited to uniforms, advertisements, business cards, brochures, proposals, etc. Other than legal requirements the name of the contractor will not be utilized.

O. Insurance Requirements.

Any potential vendor receiving an award shall be required to provide proof of insurance, in the form of a Certificate of Insurance. The awarded supplier must provide the Authority with original Certificates of Insurance within fifteen days of notification of award.

General Liability and automobile liability policies must be endorsed to include Convention Center Authority of the Metropolitan Government of Nashville & Davidson County as an

additional insured with respect to liability arising out of work or operations performed by on behalf of supplier. The following insurance(s) shall be required:

- Products Liability Insurance in the amount of one million (\$1,000,000.00) dollars (if the supplier will be shipping to a receiving department of the Music City Center)
- General Liability Insurance in the amount of (\$1,000,000.00) dollars (if the supplier will be making on-site delivery).
- Automobile Liability Insurance in the amount one million (\$1,000,000.00) dollars (if supplier will be making on-site deliveries)
- Workers' Compensation Insurance with statutory limits required by the State of Tennessee or other applicable laws and Employer's Liability Insurance with limits of no less than one hundred thousand (\$100,000.00) dollars, as required by the laws of Tennessee. (Workers' Compensation Insurance is, at the time of this ITB, not required for companies with fewer than five (5) employees.)

P. Right to Protest.

Proposer is entitled to protest to the Director of Purchasing, as authorized by Section 7.1 of the Convention Center Authority Procurement Policy. The protest shall be submitted in writing within ten (10) days after such aggrieved person knows or should have known of the facts giving rise thereto.

Q. MCC Responsibilities

The MCC will make reasonable efforts to make payments within thirty (30) days of receipt of invoice but in any event shall make payment within sixty (60) days. Additionally, the MCC will make reasonable efforts to make payments to small businesses within fifteen (15) days of receipt of invoice but in any event shall make payments with sixty (60) days.

MCC will provide contractor with a "Noise Reduction" schedule.

IV) TERMS OF PURCHASE ORDER

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

A. Delivery and/or Installation.

1. All goods or services furnished pursuant to this purchase order must be specified, and subject to the approval and inspection of the Convention Center Authority within a reasonable time after delivery at destination. Variations in goods or services from those specified in this purchase order must not be made without written Music City Center from the purchasing agent. Goods rejected will be returned at the Supplier's risk and expense.
2. The quantity of goods ordered or the price specified must not be exceeded without Music City Center being first obtained from the purchasing agent. No industry standard of "plus or minus X%" will be honored unless permitted in the solicitation and the offer in response to the solicitation so notes.
3. Damage to any goods received will result in rejection of the shipment. The goods will not be returned unless supplier assumes return shipment expenses. Packages must be marked plainly and with shipper's name and purchase order number. No charges shall be allowed for boxing or crating unless previously agreed upon in writing.
4. Deliveries of all items shall be made as stated in the bid specifications. In the appropriate blank on the bid response form, the Offeror must indicate the best delivery date after receipt of order. Delivers resulting from this ITB are to be made during the normal working hours of the Music City Center. Time is of the essence and the offeror's delivery date must be specified and adhered to. Should the awarded offeror fail to deliver items on or before its stated date, the Convention City Authority reserves the right to cancel the order or contract. The award offeror(s) shall be responsible for making any and all claims against carriers for missing or damaged items.
5. Fixed Prices: Prices will remain firm for the period of one year. Any price decreases announced by the manufacturer and provided to all customers shall also be provided to the Convention Center Authority. The Authority recognizes that certain parts may be discontinued within a short time period. Should this occur, the vendor may substitute higher quality or increased performance parts for the same price with the Authority's permission.
6. Nature of Contract: This is an indefinite quantity, indefinite delivery contract for up to sixty (60) months. The right is reserved to order such quantities of items or utilize services and at such dates during the term of this contract as are necessary.
7. Delivered items will not be considered "accepted" until an authorized agent for the Music City Center has, by inspection or test of such items, determined that they fully comply with specifications. The Convention Center Authority may return, for full credit and at no expense to the Convention Center Authority, and item(s) received which fail to meet the specifications as stated in this ITB.
8. All deliveries are F.O.B. Destination, Freight Prepaid by Seller, Inside Delivery, as defined in the shipping instruction or unless otherwise specified in the response offer to solicitation, contract or this purchase order.
9. The Music City Center is exempt from federal and state taxes. Upon request, the Music City Center will provide an exemption certificate to the awarded Offeror. Potential suppliers doing business with the Music City Center shall not be exempted from paying sales tax to their suppliers for material to fulfill contractual obligations to the Music

City Center, nor shall any potential supplier be authorized to use the Music City Center Tax Exemption Number in securing such materials.

10. Music City Center will pay no freight or expense charges except by previous agreement in writing.
11. Music City Center assumes no liability for any goods delivered without a purchase order. All deliveries shall be made to 700 Korean Veterans Boulevard, Nashville, TN 37203 on or after the delivery date stated on the PO.
12. All deliveries made pursuant to this ITB and a contract award must be made pursuant to written purchase order of the Convention Center Authority Purchasing Agent. The Convention Center Authority assumes no liability for goods and/or services provided without a written purchase order from the Purchasing Agent. Unless otherwise specified in this ITB, delivery charges are to be prepaid and included in the bid price.
13. Vendor will be responsible for receipt of all products, unloading, inside delivery and protection of same, and coordinating delivery time with Music City Center at no additional cost to Music City Center.
14. Vendor must also notify the appropriate contact person a minimum of five (5) business days prior to project start.
15. Vendor must be prepared to warehouse incomplete shipments until all essential products/areas are available for complete installation, at no additional cost to Music City Center. Warehousing may also be required (at no additional cost to Music City Center) if product is not delivered precisely as acknowledged and/or to better coordinate installation scheduling. (A delivery and installation schedule shall be established and followed.)
16. Installation is required, and shall be completed within the agreed time frame.
17. Installation is to include clean-up and removal from the building/site any and all packing materials and trash generated from installation of the furniture on a daily basis and through the completion of the project. Vendor may use the Music City Center dumpster for the removal of trash, with prior approval. Vendor may be required to show documentation of recycling of any recyclable packaging materials.

B. Electronic Payment.

1. Music City Center requires as a condition of this contract that the Contractor shall complete and sign the Metropolitan Government of Nashville & Davidson County form authorizing electronic payments to the Contractor, attached hereto.
2. Supplier self-service is provided for the ACH payments. It is the Supplier's responsibility to access Metro's supplier self-service website.
3. All payments are made by established ACH. To ensure timely receipt of payment, clearly reference the Purchase Order on the Invoice. Only one purchase order may be referenced on an invoice although there may be multiple invoices referencing the same PO number if there are multiple shipments or multiple milestone payments on a PO.
4. Vendor must be registered with the Metropolitan Government as a vendor. Vendors will be required to register in iSupplier (www.nashville.gov) in order to receive payment.
5. There will be no other charges or fees for the performance of this contract. Music City

Center will make reasonable efforts to make payments within thirty (30) days of receipt of invoice but in any event shall make payment within sixty (60) days. Music City Center will make reasonable efforts to make payments to Small Businesses within fifteen (15) days of receipt of invoice but in any event shall make payment within sixty (60) days.

6. Payment will be made by the Metropolitan Government after commodities and/or services have been received, accepted, and properly invoiced as indicated in the contract and/or purchase order. Invoices must bear the purchase order number.

C. Warranty.

1. Contractor warrants that for a period of one (1) year from date of delivery and/or installation, whichever is later, the goods/services provided shall be free of any defects that interfere with or prohibit the use of the goods for the purposes for which they were obtained.
2. During the warranty period, Music City Center may, at its option, request that Contractor repair or replace any defective goods by written notice to Contractor. In such event, Contractor shall repair or replace the defective goods, as required by Music City Center, at Contractor's expense, within thirty (30) days of written notice. Alternatively, Music City Center may return the defective goods, at Contractor's expense, for a full refund. Exercise of either option shall not relieve Contractor of any liability to Music City Center for damages sustained by virtue of Contractor's breach of warranty.

D. General.

1. The terms and conditions of this purchase order must not be changed by Supplier. If the purchase order, in response to your offer, is not acceptable, return to the Director of Purchasing. Failure to deliver or to comply with any of the terms and conditions of this purchase order or any contract or ITB upon which this purchase order is based, may disqualify the Supplier, and may result in the cancellation of this purchase order, ITB or contract and damages being charged to the Supplier. Suspension and Debarment may also be determined by the Director of Purchasing to be warranted.
2. All bid responses must be typewritten or written legibly in ink and signed by an individual authorized to bind the offeror. Properly notarized signatures are required where indicated; failure to comply with this requirement shall be cause for rejection of bid response. Erasures, white-outs, type overs, and other modifications must be initialed. Offerors are cautioned to verify their bid response prior to submission. Bid responses may only be withdrawn under the limited circumstance stated in 3.2.5 of the Convention Center Authority Procurement Policy.
3. Any changes made to this bid document may delay any contract award and execution. Additionally, charges made to this bid document may disqualify the bid response as non-responsive.
4. Certain mistakes may be corrected so long as the intended correct bid response is clearly evident.

5. Substitutions will not be permitted unless specifically provide for in this ITB. If this ITB specifies that substitutions are permitted, any particular manufacturer, brand, model make or detailed description set forth in the specifications is for descriptive purposes only and a offeror may substitute articles so long as they are of similar character, quality and design as that specified, and will serve the purpose for which the article is used equally well as that specified. If bidding a substitute article, an offeror must provide the manufacturer's name and catalogue reference, specifications for the substitute article, and/or other information that will enable the Director of Purchasing to make the determination of similarity, serviceability and suitability of the substitute.
6. The Convention Center Authority reserves the right, through the Director of Purchasing/DBE to be the sole judge in making such determination. **UNLESS THIS ITB SPECIFIES THAT A SUBSTITUTE ARTICLE IS PERMITTED, IT IS UNDERSTOOD THAT THE ARTICLE TO BE PROVIDED BY THE OFFEROR, IF SUCCESSFUL, WILL BE OF THE SAME MANUFACTURE, BRAND, MODEL, MAKE AND/OR WILL MATCH THE DETAILED DESCRIPTION SET FORTH IN THE SPECIFICATIONS.**
7. Where more than one item is listed, any item(s) no bid upon should be indicated "No Bid". Any and all items left blank will be considered a "No Bid" for that item. If no items are bid on, the "Statement of No Bid" for that item. If no items are bid on, the "Statement of No Bid" should be returned, with the envelope plainly marked "No Bid" with the bid number.
8. A offeror desiring to bid "No Charge" must so indicate; otherwise the bid will be construed as incomplete and may be rejected.
9. Offerors are cautioned that any condition, qualification, provision, or comment in its bid response, or in other correspondence transmitted with their bid response, which in any way modifies, takes exception to, or is inconsistent with the specifications, requirements, or any of the terms, conditions, or provisions of this ITB, shall be sufficient cause for the rejection of its bid response as non-responsive.
10. The Supplier shall not assign, transfer, convey or otherwise dispose of the purchase order, or the right, title or interest in or to the same or any part thereof, without the prior written consent of the Director of Purchasing/DBE, and the Supplier shall not assign by power of attorney or otherwise any of the moneys to become due and payable under the purchase order. Breach of this provision shall be a material breach.
11. It is understood that it is necessary for the Music City Center to have a continuous and uninterrupted flow of supplies and materials and the Supplier must furnish and make the deliveries accordingly.
12. The purchase order is subject to all charter and code provisions of the Metropolitan Government of Nashville & Davidson County (Metro Government). It is hereby agreed that the provisions of all ordinances and resolutions of the Metropolitan Government relating to Suppliers are hereby made a part of the purchase order.

13. Should Supplier fail to fulfill, in a timely and proper manner, its obligations under the purchase order, or if it should violate any of the terms of the purchase order, the Director of Purchasing/DBE shall have the right to immediately cancel the purchase order. The Director of Purchasing/DBE may cancel the purchase order at any time, with or without cause, upon sixty (60) days written notice to Supplier. Should funding for the purchase order be discontinued, the Director of Purchasing/DBE shall have the right to cancel the purchase order.
14. The Director of Purchasing/DBE, at its options, and in lieu of immediate cancellation, may request that the Supplier repair or replace any defective goods by written notice to Supplier. In that event, Supplier shall repair or replace the defective good(s) within thirty (30) days. Exercise of this option shall not relieve Supplier of any liability to the Music City Center for damages sustained by virtue of Supplier's breach.
15. The Purchase order may be modified only by PO change amendment executed by all parties.
16. No waiver of any provision of the purchase order shall affect the right of any party thereafter to enforce such revision or to exercise any right or remedy available to it in the event of any other default.
17. Supplier agrees that, in the event either party deems it necessary to take legal action to enforce provisions of the purchase order, and in the event Music City Center prevails, Supplier shall pay all expenses of such action including Music City Centers attorney fees, expert fees and costs at all stages of the legal action.
18. The purchase order sets forth the entire agreement between the parties with respect to the subject matter hereof and shall govern the respective duties and obligations of the parties.
19. The validity, construction, and effect of the purchase order, and any and all extensions and/or modifications thereof shall be governed by the laws of the State of Tennessee. Venue in any action arising under this purchase order shall be Davidson County, Tennessee.
20. Should any provision of the purchase order be declared to be invalid by any court of competent jurisdiction, such provision shall be severed and shall not affect the validity of the remaining provisions of the purchase order.
21. Supplier, in determining the prices and/or amounts of the purchase order, shall not collude with any other person, firm, corporation, or association in arriving at said prices and/or amounts or in any way violate the terms, conditions, and/or spirit of the provisions of 15 U.S.C. 1 through 7 (Sherman Anti-Trust Act).
22. Supplier agrees to indemnify and hold the Metropolitan Government, its officers, agents, and/or employees harmless from and against any and all lawsuits, damages, and expenses, including court cost, expert fees, and attorney's fees, by reason of any claim and/or liability imposed, claimed, and/or threatened against the Metropolitan Government, its officials, agents, and/or employees for damages because of bodily injury, death, and/or property damages arising out of or in consequence of this purchase

order to the extent that such bodily injuries, death, and/or property damages are attributable to the acts or omissions of the Supplier and/or the Supplier's officers, agents, and/or employees.

23. Supplier, by accepting and honoring this purchase order, makes the following affirmative declaration and statement as of the date said purchase order is honored to wit:

- Taxes and Licensure. Supplier states that Supplier has all applicable licenses, including business licenses. Affiant states that Supplier is current on its payment of all applicable gross receipt taxes and personal property taxes. M.C.L. β4.20.065.
- Nondiscrimination. Supplier affirms that by its employment policy, standards and practices, it does not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age or sex, and are not in violation of, and will not violate, any applicable laws concerning the employment of individuals with disabilities. With regard to all aspects of this contract, Supplier certifies and warrants it will comply with this policy. M.C.L. β4.28.020.
- Employment Requirement. Suppliers declares that neither the prime, subcontractors, sub-consultants, nor providers of day laborers, employ any person who is not a legal resident of the United States. Any contractor who knowingly violates the provisions of this section is subject to debarment or suspension. M.C.L. 4.40.060.
- Contingent Fees. It is a breach of ethical standards for a person to be retained or to retain a person, to solicit or secure a Music City Center contract upon an agreement or understanding for a contingent commission, percentage, or brokerage fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business. The Supplier affirms that they have not retained anyone in violation of the foregoing. M.C.L. β4.48.080.

[The remainder of this page is intentionally left blank.]



EXHIBIT A
Affidavit

State of _____ **County of** _____

As used herein, "Offeror" will include artists, bidders and proposers.

Compliance with Laws: After first being duly sworn according to law, the undersigned (Affiant) states that he/she is presently in compliance with, and will continue to maintain compliance with, all applicable laws. Thus, Affiant states that Offeror has all applicable licenses, including business licenses, copies of which are attached hereto. Finally, Affiant states that Offeror is current on its payment of all applicable gross receipt taxes and personal property taxes.

Contingent Fees: In accordance with the Authority's Procurement Policy and the Metropolitan Government's Procurement Code, it is a breach of ethical standards for a person to be retained, or to retain a person, to solicit or secure a contract with the Authority upon an agreement or understanding for a contingent commission, percentage, or brokerage fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business. After first being duly sworn according to law, the undersigned (Affiant) states that the Offeror has not retained anyone in violation of the foregoing.

Nondiscrimination: Affiant affirms that by its employment policy, standards and practices it does not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, religion, creed, gender, national origin, color, age, and/or disability and that it is not in violation of and will not violate any applicable laws concerning the employment of individuals with handicaps and/or disabilities. It is the policy of the Metropolitan Government not to discriminate on the basis of age, race, sex, color, religion, national origin or handicap and/or disability in its hiring and employment practices, or in admission to, access to, or operation of its programs, services and activities. Contractor certifies and warrants it will comply with this policy.

And Further Affiant Sayeth Not:

By: _____

Title: _____

Address: _____

Sworn to and subscribed before me on this ____ day of _____, 20__.

Notary Public

My commission expires: _____



EXHIBIT B

Scope of work as outlined and provided by Tuck-Hinton Architecture and Design dated 4/26/22

Please visit below for scope of work:

<https://www.nashvillemusiccitycenter.com/itb-105-2022-acoustic-ceiling-repairs-music-city-center>

[The remainder of this page is intentionally left blank.]



**EXHIBIT C
Official Bid (OB)**

Instructions:

- Bids should be submitted by the time and date specified above.
- The vendor should provide the information below.

MAILING ADDRESS:	BID OPENING LOCATION:
<p align="center">Music City Center 700 Korean Veterans Blvd Nashville, TN 37203</p>	<p align="center">Music City Center 600 Korean Veterans Blvd Nashville, TN 37203</p>

VENDOR INFORMATION	
Company Name:	Name (type or print): _____ Title: _____
Address:	City: _____ State: _____ ZIP Code: _____
Telephone Number:	Fax Number: _____
E-Mail Address:	



**EXHIBIT C (cont.)
Official Bid Price Sheet**

NORMAL BUSINESS HOURS

ITB# 105-2022: ACOUSTIC CEILING REPAIRS	
LUMP SUM: Repair of existing gypsum wall board ceiling framing and reinstallation of existing metal ceiling and building systems in meeting room 401 and the grand ballroom level during business hours.	\$
ADDITIONAL COST	\$

GRAND TOTAL	\$
--------------------	----

OVERNIGHT HOURS AND WEEKENDS

ITB# 105-2022: ACOUSTIC CEILING REPAIRS	
LUMP SUM: Repair of existing gypsum wall board ceiling framing and reinstallation of existing metal ceiling and building systems in meeting room 401 and the grand ballroom level after hours (overnight and weekend).	\$
ADDITIONAL COST	\$

GRAND TOTAL	\$
--------------------	----

NAME OF BIDDER:

EMAIL:

PHONE:

In submitting this bid, proposers represent: A) that the proposers has examined and carefully studied the Bidding Documents; B) that all components and parts are accounted for and included to complete the product and specification requirements; and C) unless otherwise listed, does not take any exceptions to the Terms of Purchase Order of this ITB.

Print Name Date

Authorized Signature Date



Vendor Checklist

1. Read all pages of Invitation to Bid Document.
2. Read, sign, Notarize and return Exhibit A Affidavit.
3. Read Exhibit B Product Specifications.
4. Complete, and return Exhibit C Official Bid Form.
5. Complete, sign and return Exhibit C Official Bid Price Sheet.
6. One (1) original, three (3) copies, and one (1) electronic copy of the complete proposal response including any attachments, on a WINDOWS PC compatible CD or flash drive

[The remainder of this page is intentionally left blank.]