

**REQUEST FOR QUALIFICATIONS
WCS RFQ #1330**

FOR

**THIS DOCUMENT IS FOR PRE-QUALIFICATION OF COMMERCIAL
ROOFING CONTRACTORS, FOR VARIOUS ROOFING PROJECTS IN
THE WCS DISTRICT**

**WILLIAMSON COUNTY SCHOOLS (WCS)
1320 WEST MAIN STREET
FRANKLIN, TENNESSEE 37064**

TUESDAY, NOVEMBER 7, 2023

TABLE OF CONTENTS

COVER

Page Number

<u>TABLE OF CONTENTS</u>	2
<u>ADVERTISEMENT REQUEST FOR QUALIFICATIONS</u>	4
<u>MESSAGE FROM WCS PURCHASING</u>	5
<u>ARTICLE I. INTRODUCTION</u>	
A. WCS RFQ for Various Roofing Projects	6
<u>ARTICLE II. DEFINITIONS</u>	
A. Definition of Terms	7
<u>ARTICLE III. INSTRUCTIONS TO RESPONDENT</u>	
A. Request for Qualifications	11
B. Assistance to Respondents with a Disability	11
C. RFQ Clarifications	11
D. RFQ Deadline and Submission	12
E. Communication and Contact	15
F. License Requirements	16
G. Respondent to Inform Self	16
H. Evaluation Criteria	17
I. Representations and Certifications Checklist	19
<u>ARTICLE IV. RIGHTS AND DUTIES OF RESPONDENT</u>	
A. Tennessee Public Records Act	20
B. Applicable Laws and Regulations	20
C. Affirmative Action Program	20
D. Equal Employment Opportunity Requirements	21
E. Tennessee Drug-Free Workplace Program	21
F. Criminal Background Compliance	22
G. Compliance with Iran Divestment Act	22
H. Non-Boycott of Israel	22
<u>ARTICLE V. MISCELLANEOUS</u>	
A. Incorporation of Regulations	23
B. Choice of Law/Forum	23
C. Jurisdiction	23
D. Insurance Requirements	24
E. Indemnification	27
F. Bonds	28
G. Payment and Performance Bonds and Bid Bond	29
H. Safety and Security Requirements	29

EXHIBITS

A. Prime Contractor License Information	30
B. Drug-Free Workplace Affidavit	31
C. Criminal Background Compliance Affidavit	32
D. Certification of Compliance with the Iran Divestment Act	33
E. Non-Boycott of Israel Certification	35
F. List of Current Projects	36
G. Project Team References	37
H. Largest EPDM Projects	38

ADVERTISEMENT REQUEST FOR QUALIFICATIONS WCS – RFQ #1330

RFQ #1330 – Pre-Qualification of Commercial Roofing Contractors

Williamson County Schools (WCS), Owner, will receive separate and sealed QUALIFICATIONS FOR VARIOUS ROOFING PROJECTS, at the Williamson County Schools Main Office, located at 1320 West Main Street, Suite 202, Franklin, Tennessee 37064 until **10:30 AM, CST, Tuesday, November 7, 2023.**

Note – This established time is the firm deadline for submitting qualifications. In the event WCS must reschedule an RFQ opening date or time, the specifications obtained from the Purchasing Dept. shall reflect the actual date and time. Once the sealed bid envelope is submitted to WCS the Purchasing Department will stamp the face of the envelope to authenticate the actual date and time it is received.

The Request for Qualification information will be posted in the public domain on the WCS website www.wcs.edu by clicking on **RESOURCES - BUDGET & FINANCE - OPEN PROJECTS.** For additional assistance or to request a copy of the RFQ document from WCS, please contact the Purchasing Dept. at 1320 West Main Street, Suite 202, Franklin, TN 37064, Telephone: 615-472-4010.

All Contractors must be licensed under the provisions of the current Contractor’s Licensing Act of Tennessee and shall be thoroughly familiar with all the provisions of said Act. Each Contractor shall submit the Qualification Information in accordance with the RFQ and the requirements of the Licensing Act; in particular, giving his name, address, license number, license expiration date, the part of the classification of the license applying to the anticipated work and the license dollar limitation, and the qualification information shall be responsive to the RFQ.

WCS, The Owner, reserves the right to waive any informality or to reject any or all qualification submissions. The Owner will evaluate the qualification information submitted with an evaluation panel and will select roofing contractors that will be eligible to submit bids on various WCS roofing projects from January 2024 thru December 2029. The selection process is described in detail in the RFQ. When bidding roofing projects, each Bidder will be required to submit with his Bid, Security in the amount of 5 percent of his Bid. 100% Performance and Payment Bonds will be required on all Roofing Projects.

Qualification Statements must be submitted in sealed envelope mailed or hand delivered to WCS Purchasing Department. Any qualifications submitted after the deadline of 10:30 a.m., on 11-07-23, will not be accepted. The following information must be marked on the outside of the sealed qualification envelope: “WCS RFQ #1330 Pre-Qualification of Commercial Roofing Contractors”.

Additional terms, conditions, requirements and necessary details shall be obtained in the WCS RFQ #1330 Document. All WCS bids are subject to funding.

Please print one time in the Public Notice Section of the Tennessean on Tuesday, October 3, 2023

Message from WCS Purchasing
WCS RFQ # 1330 – Pre-Qualification of Commercial Roofing Contractors

Attached are the formal specifications for RFQ #1330 for Pre-Qualification of Commercial Roofing Contractors. We certainly welcome participation as we prepare to select qualified bidders for upcoming roofing projects.

The purpose of this Pre-Qualification Project is to establish a strong basis of reliable, qualified, experienced and interested roofing contractors who will honor the privilege of bidding on various roofing projects for Williamson County Schools. The nature of the projects pursuant to RFQ #1330 are related to roofing maintenance, repairs and reroof projects for facilities throughout the district. It is not, however, roofing for new construction which is awarded separately through individual project bids. WCS will evaluate the qualifications using the information submitted and an evaluation panel comprised of WCS Maintenance, Facilities and Purchasing staff will grade and select roofing contractors that will be eligible to submit bids on various WCS projects from January 2024 through December 2029.

WCS urges the participants to please take this qualification process seriously. WCS is projecting roofing projects that may total in value up to approximately \$1.5 million to \$4 million per year for the next six years (assuming five annual renewals). It is estimated that approximately 75% of our reroof projects will be EPDM roofs and approximately 25% of our reroof projects will be other materials – such as metal or shingles. It is important that each approved roofing company participates in the bidding process. WCS expects that any roofing contractor who takes the time and effort to go through the rigorous qualification process, in turn should submit bids for the projects we have open when they are available. When WCS narrows the bidding field down to our approved list of qualified contracts, it is certainly reasonable to expect the Qualified Contractors to bid with WCS.

If low turnout for bid projects during the next six years is experienced after we establish a list of prequalified contractors from this RFQ process, WCS reserves the right to solicit additional contractors that may not have previously participated in RFQ # 1330. We cannot be fiscally penalized by low participation in future bid projects.

WCS reserves the right to waive informalities or technicalities that are deemed in the best interest of our organization.

ARTICLE I. INTRODUCTION

A. WCS RFQ for Various Roofing Projects

Roofing Contractors submitting Qualifications for WCS Various Roofing Projects must be responsive to all requirements found in the RFQ.

WCS will evaluate all responses, check references given, check any and all other information provided by the responding roofing contractors. WCS will also check any and all information available on respondents from available sources.

Contractors whose submitted qualification information, when evaluated by the WCS evaluation panel to attain a minimum score of 80% of the available points (minimum of 320 points out of 400 points) listed on Page 16, shall be deemed eligible to submit a bid on upcoming various roofing projects beginning January 2024 thru December 2029. WCS expects to conduct continuous roofing construction/bid projects each year during this period.

During this six year period, the estimated expectations of said roofing projects are valued at approximately \$1,500,000 to \$4,000,000 per year.

WCS RFQ #1330 has been developed by WCS with major consult assistance, and final production by:

Richard C. Rinks & Associates, Inc.
30 North Jefferson Avenue
Cookeville, Tennessee 38501
Phone 931-528-5543
Fax 931-528-5544
patrick@rinks-consulting.com

ARTICLE II DEFINITIONS

A. DEFINITION OF TERMS

ADVERTISEMENT: A public announcement, as required by state law, inviting lowest and best bids for work to be performed and the equipment and materials to be furnished.

AWARD: The acceptance by the WCS of the successful Respondent's lowest and best Proposal/Qualification.

AWARDED CONTRACT: The Contract Documents as they exist on the first date of signing of the Contract by the WCS and Contractor.

CALENDAR DAY: Every consecutive calendar day shown on the calendar.

CHANGE ORDER: A written order to Contractor covering changes in the Plans and/or Specifications or bid quantities and establishing the basis of payment and Contract Time adjustment, if any, for the Work affected by such changes.

CONTRACT: The written agreement between the WCS and Contractor covering the Work to be performed to complete the Project. The Awarded Contract shall include the Contract and the Contract Documents.

CONTRACT DOCUMENTS: The contract documents shall include the Bid Package, Project Manual, Bid, all Addenda and/or Change Orders, Performance Bond, Payment Bond, Certificates of Insurance, General Conditions, Technical Specifications, Special Conditions, Plans, Drawings, Attachments and all documents incorporated into the contract by reference.

CONTRACT ITEM (PAY ITEM). A specific unit of work for which a price is provided in the Contract.

CONTRACT TIME: The time period stated in the Bid Package allowed for completion of the Contract, including authorized time extensions. If a calendar date of completion is stated in the Bid Package, in lieu of a number of Calendar Days or working days, the Contract shall be completed by that date. Time limits as stated in the Contract are of the essence of the Contract.

CONTRACTOR: The individual, partnership, firm, or corporation primarily liable for the acceptable performance of the work contracted and for the payment of all legal debts pertaining to the work who acts directly or through lawful agents or employees to complete the contract work.

ENGINEER/ROOF CONSULTANT/ARCHITECT/DESIGNER: The Designer of record for the roofing Project.

EQUIPMENT: All machinery, together with the necessary supplies for upkeep and maintenance, and also all tools and apparatus necessary for the proper construction and acceptable completion of the work.

INSPECTOR: An authorized representative of the WCS assigned to make all necessary inspections and/or tests of the Work performed or being performed pursuant to the Contract, or of the materials or equipment furnished or being furnished by Contractor. An Inspector is not authorized to make changes in the Contract.

INTENTION OF TERMS: Whenever the words “directed”, “required”, “permitted”, “ordered”, “designated”, “prescribed” or words of like import are used, it shall be understood that the direction, requirement, permission, order, designation or prescription of the Engineer is intended; and similarly, the words “approved”, “acceptable”, “satisfactory” or words of like import shall mean approved by, or acceptable to, or satisfactory to the Engineer, subject in each case to the final determination of the WCS. Any reference to a specific requirement of a numbered paragraph of the Contract or the Contract Documents or a cited standard shall be interpreted to include all general requirements of the entire section, specification item or cited standard that may be pertinent to such specific reference. Words in the singular or plural, masculine or feminine, and present, past or future tense shall be read as to conform or to give effective meaning to the spirit or intent of the Contract

LIQUIDATED DAMAGES: As the parties recognize that the damages the WCS will suffer due to delayed completion by Contractor are difficult to calculate, the parties have agreed to liquidate the amount due to be paid by Contractor to the WCS in the event of delays caused by Contractor. Therefore, the parties have agreed in the Contract that liquidated damages will be assessed on a per diem basis in an amount set forth in the Contract, and shall not be construed to be a penalty.

MATERIALS: Any substance or supplies specified for use in the construction or performance of the Work under the Contract.

OWNER: The Owner is the Williamson County Schools, which is also referred to as “WCS”.

PAYMENT BOND: The approved form of security furnished by Contractor and its Surety as a guaranty that it will pay in full, subject to the terms of the Contract, all bills and accounts for materials, supplies, rentals furnished and labor used in the construction of the Work

pursuant to the Contract, including, but not limited to, Tennessee unemployment insurance contributions.

PERFORMANCE BOND: The approved form of security furnished by Contractor and its Surety as a guaranty that Contractor will complete the Work described in the Contract in accordance with the terms thereof.

PLANS: The official drawings or exact reproductions approved by the Engineer that show the location, character, dimensions and details of the Project and that are to be considered as a part of the Contract and a supplement to the Specifications.

PROJECT: The agreed scope of Work for the completion of the construction and development work described in the Contract and the satisfaction of the obligations imposed by the Contract for accomplishing such Work.

BID: A written offer (when submitted on the Bid Form) to perform the Work for the Project and to provide the necessary materials and equipment in accordance with the Contract.

RESPONDENT: Any individual, partnership, firm, or corporation, acting directly or through a duly authorized representative, who submits a Qualification or Bid for the work contemplated.

SPECIFICATIONS: The portions of the Bid Package containing the written directions and requirements for completing the Work relating to the Project. Standards for specifying materials or testing which are cited and incorporated in the Specifications by reference shall have the same force and effect as if included physically therein.

SUBCONTRACTOR: A person or entity having a direct contract or agreement with Contractor or another Subcontractor to perform or supply any of the Work required in connection with the Project.

SUPERINTENDENT: Contractor's executive representative who is present on the site of the Project during progress, who is authorized to receive and fulfill instructions from the Engineer and who shall supervise and direct the construction.

SURETY: The corporation, partnership, individual or other entity, other than Contractor, executing a Bid Bond, Payment Bond or a Performance Bond furnished to the WCS by Contractor. A Surety must be authorized to do business in Tennessee.

WORK: The furnishing of all labor, materials, tools, equipment and incidentals necessary or convenient to Contractor's performance of all duties and obligations imposed by the Contract, the Plans and the Specifications, including, but not limited to, all of Contractor's warranty obligations, express or implied.

WORKING DAY: A working day shall be any day other than a legal holiday, Saturday, or Sunday on which the normal working forces of the Contractor may proceed with regular work for at least 6 hours toward completion of the contract. Unless work is suspended for causes beyond the Contractor's control, Saturdays, Sundays and holidays on which the Contractor's forces engage in regular work, requiring the presence of an inspector, will be considered as working days.

WRITTEN NOTICE: All notices required by the Contract shall be in writing and shall be sufficient, and shall be deemed delivered, if hand delivered, or sent by certified mail, postage prepaid, by one party to the other, at such receiving party's principal place of business or the last business address known to the party giving notice.

ARTICLE III. INSTRUCTIONS TO RESPONDENT

A. REQUEST FOR QUALIFICATIONS (WCS RFQ #1330)

Williamson County Schools (WCS), herein referred to as the “Owner”, is seeking Qualifications from qualified roofing contractors, herein referred to as the “Respondent”, to provide supervision, labor, tools, materials, machinery, equipment, permits, and incidentals necessary for various WCS roofing projects until December 31, 2029. WCS shall have the option to award annual extensions of eligibility based upon this evaluation of the RFQ for five (5) one-year periods beyond the initial year that begins January of 2024; total term not to exceed six (6) years of eligibility to submit Bids on WCS Roofing Projects.

B. ASSISTANCE TO RESPONDENTS WITH A DISABILITY

Respondents with a disability may receive accommodation regarding the means of communicating their bids and participating in this procurement process. Respondents with a disability may contact Kirk Elliott, WCS Purchasing Manager, 1320 West Main Street, Suite 202, Franklin, Tennessee 37064, via e-mail at kirke@wcs.edu within ten days of the date on which the RFQ was first publicly issued to request reasonable accommodation.

C. RFQ CLARIFICATIONS

Any prospective Respondent desiring an explanation, clarification or interpretation of the solicitation must request it in writing no later than 4:30 PM Friday, October 27, 2023 so as to allow a written reply to reach all prospective Respondents prior to the submission of Qualifications. Any information provided to a prospective Respondent concerning a solicitation shall be furnished promptly or contemporaneously, if possible, to all other prospective Respondents via email.

Respondents requesting an explanation, clarification or interpretation of the solicitation must contact Kirk Elliott, 1320 West Main Street, Suite 202, Franklin, Tennessee 37064, via email at kirke@wcs.edu with their request via email no later than 4:30 PM Friday, October 27, 2023.

D. RFQ DEADLINE AND SUBMISSION (WCS RFQ #1330)

QUALIFICATIONS will be accepted at the Front Lobby Receptionist Desk, of the Williamson County Schools, 1320 West Main Street, Suite 202, Franklin, Tennessee 37064 until 10:30 AM on Tuesday, November 7, 2023.

The **outside of the envelope** of each QUALIFICATION must be marked to show the following: **WCS RFQ #1330**, Respondent's name, address, date and time the QUALIFICATION INFORMATION is due and the name of this solicitation, "Qualifications for Various WCS Roofing Projects". Add license number and expiration date, classification.

Include one (1) original bound submission, two (2) hard bound copies and one (1) electronic copy (PDF format) of the Qualification information must be submitted.

The Owner assumes no responsibility for qualifications not properly addressed or identified.

In order to expedite the evaluation of Qualifications, Respondent shall organize its Qualifications as outlined. Qualifications which do not follow the specified format below may be deemed non-responsive and disqualified from the process. In addition, failure on the part of the Respondent to provide the required documentation may be cause for rejection of the Qualification. In the event of any conflict between any of the Qualification documents, resolution thereof shall be at the Owner's sole discretion. Respondents shall adhere to the following:

1. Each Qualification submission shall be bound.
2. All pages shall be sequentially numbered and a table of contents shall be provided.
3. The pages shall be single-sided.
4. One original submission of the Qualifications is to be submitted and 2 bound copies
5. Submit one CD or thumb drive with all RFQ information in PDF format.
6. All above must be inside a sealed container marked WCS RFQ #1330 Date and Time as described in this RFQ document.

Qualification submission shall include the following information which will be evaluated by the Owner (WCS):

1. A five-year financial and business outlook summary.
2. Proof of having been in the business under the present name for the last five (5) consecutive years.
3. Evidence demonstrating lawful entity authorized to conduct business in the United States and in the State of Tennessee, including a copy of current Tennessee Contractor's License.
4. A description of the Respondent's specific safety program and how long it has been in place.
5. Respondent's company EMR rating for each of the last five (5) years.
6. A list of all current contracts with the WCS and all those completed within the previous fifteen (15) year period. List any WCS Contracts that are currently open and include the construction start date.
7. List all cases of Litigation your Company is involved in at this time, or has been involved in the past five (5) years.
8. List all Projects where you and/or your insurance company has paid for damages resulting from your roofing work, or where your employee, Owner's employee or anyone who was in or around the project site was injured as a result of your roofing/reroofing work. Provide any relevant explanations/resolutions/supporting information.
9. An organizational chart for the team proposed for WCS projects.
10. A list of personnel who will be assigned as Project Executive, Project Manager, General Superintendent and full time Site Foreman, all who must speak fluent English. Provide roof experience resumes that detail their title, employment history, and experience highlighting projects of similar scope and complexity. On the pages opposite to the resumes show the corporate organizational chart for WCS Projects illustrating lines of authority and where each is positioned. Also provide the amount of time (in percentage or hours of positions) that each will be committed to this Project.
11. The number and size of work crews you will utilize on WCS projects.

12. Summarize your current work force and if you have in the past or plan to use Subcontractors to perform any of the roofing work on WCS Projects. If using roofing Subcontractors, describe how this process works, including satisfying the insurance requirements required in this RFQ. List all roofing Subcontractors (companies and individuals) used on Tennessee Projects in the past five (5) years which your company may subcontract WCS roofing work to and indicate whether you have required insurance certificates from that Subcontractor and if that Subcontractor met Tennessee's License requirements. During the evaluation process, WCS may request a copy of insurance certificates and Tennessee License for that Subcontractor if the value of the Subcontractor work was at least \$25,000. The Contractor may be required to submit Certified Payrolls with Pay Requests for all employees (Contractor and Subcontractor) who perform work on WCS roofing projects.
13. List all Roof Manufacturers for which your Company is an Authorized Applicator
14. On attached Spreadsheet (**Exhibit F**), list up to seven (7) current projects on which your company is committed to include the following information for each:
 - a. Project Name, location and customer
 - b. Dollar amount of Project
 - c. Type of building (office, school, factory, etc.)
 - d. Roof type and area
 - e. Owner representative name, address, phone number and email address
 - f. Designer name, address, phone number and email address
 - g. Project schedule to include start and end dates
 - h. Whether roof installation work force was provided by company employees or subcontractors
15. On attached Spreadsheet (**Exhibit G**), list a reference for each of the last ten (10) projects that the project executive, project manager and the superintendent were assigned to include the following information:
 - i. Project Name, location and customer
 - j. Owner representative name, address, phone number and email address
 - k. Designer name, address, phone number and email address
 - l. Roof type and area
 - m. New roof construction or roof replacement

- n. Number of leak call backs and the source of the leak
- o. Whether Project completed on time and within the budget
- p. Whether roof installation work force was provided by company employees or subcontractors

WCS reserves the right to contact references given as well as any other source available.

16. On attached Spreadsheet (**Exhibit H**), list twenty (20) largest roof area EPDM Projects in the past five (5) years to include the following information:
- a. Name and current telephone number of Owner contact and number of roofing projects performed for this Owner
 - b. Name and current telephone number of Designer, if any, and number of roofing projects performed for Designer
 - c. EPDM Roof Manufacturer and approximate number of roofing projects that utilized this roofing manufacturer's product
 - d. Type of EPDM Roof System (ballasted, adhered or mechanically attached)
 - e. Roof area
 - f. Contract Time allowed for Project and amount of time actually required for Project
 - g. Whether any liquidated damages assessed for late completion of the Project
 - h. Number of roof leaks reported during the first two (2) years, if any, and list source of each leak
 - i. Number of claims for interior damage during the Project
 - j. Whether any Change Orders required for the project, if any, and list reason for the Change Order
 - k. Whether roof installation work force was provided by company employees or subcontractors

E. COMMUNICATION AND CONTACT

All communications during this solicitation process shall be in written form and directed to Kirk Elliott, 1320 West Main Street, Suite 202, Franklin, Tennessee 37064, via e-mail at kirke@wcs.edu.

The Respondent, its agents or employees, shall not contact or communicate with Owner's Board Members, Director, Staff, Consultant, or Legal Counsel, nor shall the Respondent have other parties make such contact or communication on their behalf. Such unauthorized contact constitutes grounds to reject the Qualifications. Questions or requests concerning this project will be accepted until 4:30 PM Friday, October 27, 2023. Once WCS Purchasing receives prospective questions or requests then a decision will be made about releasing appropriate and consistent addendums/answers to all bidders.

F. LICENSE REQUIREMENTS

All Respondents must be licensed contractors as required by the Contractors Licensing Act of 1994, TCA Section 62-6-101 et seq. The name, license number, expiration date thereof, and license classification of the roofing contractor submitting the Qualifications shall be listed on the cover of the submission. Failure of any Respondent to comply herewith shall void such qualifications.

When bidding on WCS Roofing Projects, Contractors shall list all Subcontractors and license information on the outside of their Bid Envelope per the Tennessee Contractors Licensing Act. Roofing Subcontractors shall be listed when their portion of the work is \$25,000 or more.

G. RESPONDENT TO INFORM SELF

Respondent shall carefully examine this RFQ to become fully informed.

The Owner reserves the right to reject any and all Qualifications. The Owner reserves the right to waive all informalities in the submission, to reject any and all submissions, and to re-advertise or amend dates as needed for Qualifications which provide the best quality of service to the Owner at a reasonable cost. This solicitation can be cancelled in whole or in part at any time when it is in the best interest of the Owner.

This solicitation does not commit the Owner to pay any costs incurred in the preparation or submission of any offer or to procure a Contract for any work. The Contract, if awarded, shall be non-exclusive, and the Owner reserves the right, at its sole discretion, to enter into Contracts with different firms for various and similar projects.

H. EVALUATION CRITERIA

Specific evaluation criteria have been established to assist the Owner in determining which Respondents shall provide the best quality of service to the Owner. The Owner reserves the sole right to determine the sufficiency of the experience and qualifications of all Respondents and to select the Respondents with which it desires to accept bids on the various roofing projects.

The Owner shall review Qualifications with an evaluation panel that will be chosen by the Owner. The Owner reserves the right to develop a short list of candidates to be interviewed before final Respondents are selected.

The panel may use, but is not limited to, the following criteria during its review process:

1. Direct experience with similar school projects
2. Indirect general experience
3. Staffing qualifications and subcontracting practices
4. Cost effectiveness and ability to complete project without cost over-runs and within project specifications
5. Reputation for personal and professional integrity and competence
6. Responsiveness to RFQ
7. Ability to meet schedule
8. All other information submitted with the Qualifications including listed and unlisted references.
9. All of the evaluation criteria listed on the following page which directly or indirectly considers the above listed criteria.
10. The evaluation points system which will be utilized to evaluate Qualifications is listed below:

EVALUATION CRITERIA

MAXIMUM POINTS

PAST PERFORMANCE

200

Any Past Experience with WCS

Past School Experience outside of WCS

Industry Reputation	
References from Designers/Owners	
Liquidated Damages Assessments	
SAFETY	80
Safety Program	
Damages/Injuries Caused	
EMR Profile	
BUSINESS HEALTH	40
Five Year Financial Outlook	
Litigation History	
Organizational Team	
CAPACITY	80
Qualifications per RFQ Instructions	
# of Crews and Workers/Crew	
Projects Completed by Crews	
Crew Leaders	
Experience with WCS Roof Types	
Work Force & Subcontractors	
TOTAL POINTS	400

Respondents that attain an evaluated score of 320 points or more will be eligible to submit Bids on WCS Roofing Projects until December 31, 2029. WCS shall have the option to award extensions of eligibility based upon this evaluation of the RFQ for five (5) one-year periods, not to exceed a total of six (6) years of eligibility to submit Bids on WCS Roofing Projects.

I. REPRESENTATIONS AND CERTIFICATIONS CHECKLIST

The following representations and certifications that have an asterisk (*) shall be completed, signed, and returned with the Qualification submission.

- [*] License Information (Exhibit A)
- [*] Drug-Free Workplace Affidavit* (Exhibit B)
- [*] Criminal Background Compliance Affidavit* (Exhibit C)
- [*] Certification of Compliance with the Iran Divestment Act* (Exhibit D)
- [*] Non-Boycott of Israel Certification* (Exhibit E)

ARTICLE IV. RIGHTS AND DUTIES OF RESPONDENT

A. TENNESSEE PUBLIC RECORDS ACT

Under the Tennessee Public Records Act, any Qualifications shall be considered a Public Record, and as such, may be subject to inspection and copying upon written request. The Owner therefore cannot guarantee the confidentiality of any proprietary or otherwise sensitive information contained in or with any Qualification.

B. APPLICABLE LAWS AND REGULATIONS

The Respondent shall comply fully with applicable laws, regulations, and building codes governing non-discrimination in public accommodations and commercial facilities including, without limitation, the requirements of the Americans with Disabilities Act and all regulations thereunder. The Respondent shall provide notification to all applicable agencies as required by Federal and/or local law.

The Respondent and its employees shall become familiar with, and shall be governed by, all Owner regulations posted or as indicated by the Contract and the Owner's Project Manager (PM). Operators of all equipment on school property shall comply with all licensing requirements of the State of Tennessee.

C. AFFIRMATIVE ACTION PROGRAM

Respondent shall ascertain and determine that, to the extent applicable, it will undertake an affirmative action program as required by 14 Code of Federal Regulations Part 152, Subpart E, to ensure that no person shall on the ground of race, creed, color, national origin, handicap, or sex be excluded from participating in any employment activities covered in 14 CFR, Part 152, Subpart E. Respondent assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by said subpart. Respondent assures that it will require its covered subcontractors to provide assurances to Respondent that they similarly will undertake from their subcontractors, as required by 14 CFR, Part 152, Subpart E, to the same effect.

D. EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS

If awarded a contract, the Respondent agrees as follows:

1. The Respondent will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, handicap, or creed. The Respondent will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, national origin, handicap, or creed. Such action shall include, but not be limited to the following: Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships. The Respondent agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. The Respondent will, in all solicitations or advertisements for employees placed by or on behalf of the Respondent, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, national origin, handicap, or creed.
3. The Respondent will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor unions or workers' representatives of the Respondent's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

E. TENNESSEE DRUG-FREE WORKPLACE PROGRAM

The Owner operates a drug-free workplace program in compliance with Tennessee Code Annotated § 50-9-113 et seq. All Respondents on construction services for the Owner are required to submit an affidavit as part of their Qualifications, attesting that the Respondent operates a drug-free workplace program or other drug or alcohol-testing program containing requirements at least as stringent as that of the program operated by the Owner. See model affidavit, [Exhibit "B"](#).

F. CRIMINAL BACKGROUND COMPLIANCE

All Respondents contracting with Williamson County Schools to provide services having direct contact with children or access to grounds of a Williamson County Schools public school must state that the Company is in compliance with the terms of Tennessee Code Annotated § 49-5-413 et seq. See model affidavit, [Exhibit "C"](#).

G. COMPLIANCE WITH IRAN DIVESTMENT ACT

Pursuit to the Iran Divestment Act, Tennessee Code Annotated § 12-12-101, et seq., ("Act"), Williamson County Schools will not enter into any contract subject to the Act, or amend or renew any such contract with any bidder/contractor who is found ineligible under the Act. This certification must be completed by all Respondents planning to contract with Williamson County Schools. See Certification, [Exhibit "D"](#).

H. NON-BOYCOTT OF ISRAEL

Pursuit to Tennessee Code Annotated § 12-4-119, Williamson County Schools will not enter into a contract for services, supplies, information technology or construction unless the contract includes a written certification that the company is not currently engaged in, and will not be engaged in for the duration of the contract, a boycott of Israel. All Respondents must certify it is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel as defined by Tenn. Code Ann. § 12-4-119. See Certification, [Exhibit "E"](#).

ARTICLE V. MISCELLANEOUS

A. INCORPORATION OF REGULATIONS

The Contract will incorporate by reference or set forth at length, at the option of the Owner, any and all statutes, ordinances, rules, regulations, assurances, and other provisions, the incorporation of which may now or hereinafter be required by any governmental agency, or the incorporation of which may be a prerequisite to, or condition of, the Owner' receiving any grant or loan or governmental assistance in connection with the Various Roofing Projects.

B. CHOICE OF LAW/FORUM

The RFQ is issued in the State of Tennessee and the laws of said state shall govern the validity and interpretation of the RFQ and the decisions thereunder. The parties agree that only a state court of law sitting in Tennessee shall hear matters arising from the RFQ issuance; for such matters, the non-prevailing party shall pay the prevailing party's reasonable attorney's fees and all other expenses reasonable related to litigation.

C. JURISDICTION

Any legal action, suit or proceeding under, relating to or arising out of or in connection with this RFQ, or any breach of any of the foregoing, may be brought exclusively in the Court of proper jurisdiction in Williamson County, and by execution and delivery of Qualifications, Respondent irrevocably accepts, consents and submits to the jurisdiction of the aforesaid Court *in personam*, generally and unconditionally, with respect to any such action, suit or proceeding involving Respondent. Respondent further irrevocably consents and agrees to the service of any and all legal process, summons, notices and documents out of any of the aforesaid courts in any such action, suit or proceeding by mailing copies thereof by registered or certified mail, postage prepaid, to Respondent at the address set forth in the bid. In addition, Respondent irrevocably and unconditionally waives any objection which Respondent may now or hereafter have to the laying of venue of any of the aforesaid claims, suits or proceedings brought in any of the aforesaid courts, and further irrevocably and unconditionally waives and agrees not to plead or claim that any such action, suit or proceeding brought in any such court has been brought in an inconvenient forum.

D. INSURANCE REQUIREMENTS

Commercial General Liability Insurance:

1. The Respondent shall obtain and maintain continuously in effect at all times during the term of the Contract, at its sole cost and expense, commercial general liability insurance coverage (the "CGL Coverage"), with coverage limits of not less than Five Million and No/100 Dollars (\$5,000,000) per occurrence and Five Million and No/100 Dollars (\$5,000,000) in aggregate, that insures against claims, damages, losses and liabilities arising from bodily injury, death and/or property damage. The aggregate deductible amount under the insurance policy or policies providing the CGL Coverage shall not exceed Two Hundred Fifty Thousand and No/100 Dollars (\$250,000) per occurrence. Each insurance policy providing the CGL Coverage shall name the Owner and Designer as additional insureds thereunder and shall provide that such insurance policy will be considered primary insurance as to any other valid and collectible insurance or self-insured retention the Owner may possess or retain. Any insurance coverages maintained by the Owner shall be considered excess insurance only.
2. Each insurance policy providing the CGL Coverage shall provide contractual liability coverage under which the issuing insurance company agrees to insure the Respondent's obligations under Sections E.1. and E.2 of the Indemnifications and Hold Harmless provision contained herein. Each insurance company issuing an insurance policy providing the CGL Coverage shall be (A) admitted to do business in the State of Tennessee and rated not less than the Minimum Rating (as defined herein) or (B) otherwise approved by the Owner. Such approval may be denied or withheld based upon an insurance company's rating by the Rating Service (as defined herein) or other indications of financial inadequacy, as determined by the Owner.

Automobile Liability Insurance:

1. The Respondent shall obtain and maintain continuously in effect at all times during the term of the Contract, at its sole cost and expense, automobile liability insurance coverage (the "Auto Coverage"), with a coverage limit of not less than One Million and No/100 Dollars (\$1,000,000) per occurrence, that insures against claims, damages, losses and liabilities arising from automobile related bodily injury, death and/or property damage. The aggregate deductible amount under the insurance policy or policies providing the Auto Coverage shall not exceed Two Hundred Fifty Thousand and No/100 Dollars (\$250,000)

per occurrence. Each insurance policy providing the Auto Coverage shall name the Owner and Designer as additional insureds thereunder and shall provide that such insurance policy will be considered primary insurance as to any other valid and collectible insurance or self-insured retention the Owner may possess or retain. Any insurance coverages maintained by the Owner shall be considered excess insurance only.

2. Each insurance policy providing the Auto Coverage shall provide contractual liability coverage under which the issuing insurance company agrees to insure the Respondent's obligations under "Indemnification" of the Indemnifications and Hold Harmless provision contained herein. Each insurance company issuing an insurance policy providing the Auto Coverage shall be (A) admitted to do business in the State of Tennessee and rated not less than the Minimum Rating (as defined herein) or (B) otherwise approved by the Owner. Such approval may be denied or withheld based upon an insurance company's rating by the Rating Service (as defined herein) or other indications of financial inadequacy, as determined by the Owner.

Workers' Compensation Insurance:

1. The Respondent shall obtain and maintain continuously in effect at all times during the term of the Contract, at its sole cost and expense, workers' compensation insurance coverage (the "WC Coverage") in accordance with statutory requirements and providing employer's liability coverage with limits of not less than One Hundred Thousand and No/100 Dollars (\$100,000) for bodily injury by accident, One Hundred Thousand and No/100 Dollars (\$100,000) for bodily injury by disease, and Five Hundred Thousand and No/100 Dollars (\$500,000) policy limit for disease.
2. Each insurance company issuing an insurance policy providing the WC Coverage shall be (A) admitted to do business in the State of Tennessee and rated not less than the Minimum Rating (as defined herein) or (B) otherwise approved by the Owner. Such approval may be denied or withheld based upon an insurance company's rating by the Rating Service (as defined herein) or other indications of financial inadequacy, as determined by the Owner.

General Insurance Requirements:

1. For purposes of the Contract, the CGL Coverage, the Auto Coverage and the WC Coverage are collectively referred to as the "Insurance Coverages". The Respondent agrees that each insurance policy providing any of the Insurance Coverages (A) shall not

be altered, modified, cancelled or replaced without thirty (30) days prior written notice from the Respondent to the Owner, (B) shall provide for a waiver of subrogation by the issuing insurance company as to claims against the Owner and Designer (C) shall provide that any "other insurance" clause in such insurance policy shall exclude any policies of insurance maintained by the Owner and that such insurance policy shall not be brought into contribution with any insurance maintained by the Owner, and (D) shall have a term of not less than one (1) year.

2. The Owner shall have the right to change the terms of the Insurance Coverages if such changes are recommended or imposed by the Owner's insurers, so long as the Owner agrees to reimburse the Respondent for any increases in insurance premium costs resulting solely from any such change. The Respondent shall provide, prior to the commencement of the Respondent's performance under the Contract, one or more certificates of insurance which shall indicate that the Respondent maintains the Insurance Coverages and that the insurance policy or policies referenced or described in each such certificate of insurance comply with the requirements of the Contract. Each such certificate of insurance shall provide that the insurance company issuing the insurance policy or policies referenced or described therein shall give to the Owner written notice of the cancellation or non-renewal of each such insurance policy not less than thirty (30) days prior to the effective date of such cancellation or the expiration date of such insurance policy, as applicable. Upon receipt of a written request from the Owner, the Respondent also agrees to provide to the Owner duplicate originals of any or all of the insurance policies providing the Insurance Coverages. The certificate(s) of insurance provided by the Respondent to evidence the WC Coverage shall specifically certify that the insurance policy or policies which provide the WC Coverage cover the Respondent's activities in the State of Tennessee.
3. If the Respondent shall at any time fail to obtain or maintain any of the Insurance Coverages, the Owner may take, but shall not be obligated to take, all actions necessary to effect or maintain such Insurance Coverages, and all monies expended by it for that purpose shall be reimbursed to the Owner by the Respondent upon demand therefore or set-off by the Owner against funds of the Respondent held by the Owner or funds due to the Respondent. The Respondent hereby grants, approves of and consents to such right of set-off for the Owner. If any of the Insurance Coverages cannot be obtained for any reason, the Owner may require the Respondent to cease any and all work under the

Contract until all Insurance Coverage are obtained. If any of the Insurance Coverages is not obtained within a period of time to be determined solely by the Owner, the Owner may terminate the Contract.

4. It is expressly understood and agreed that the minimum limits set forth in the Insurance Coverages shall not limit the liability of the Respondent for its acts or omissions as provided in the Contract.
5. The term "Rating Service" shall mean A.M. Best Company, or, if A.M. Best Company no longer exists or discontinues its rating of insurance companies, such alternative rating service for insurance companies as determined by the Owner. The term "Minimum Rating" shall mean a rating (if A.M. Best Company is the Rating Service) of A- (Financial Size: X) based upon the criteria for financial strength and financial size ratings utilized by A.M. Best Company on the date of the Contract, or such equivalent rating (if A.M. Best Company is not the Rating Service or if A.M. Best Company subsequently revises its criteria for financial strength and financial size ratings) as determined by the Owner.
6. Any Subcontractor (company or individual) that performs any work for roofing Contractors responding to this RFQ on WCS Projects shall also meet all the above Insurance Requirements and shall provide proof of insurance to WCS via Certificates of Insurance.

E. INDEMNIFICATION

Indemnified Parties: For purposes of the Contract, the term "Indemnified Parties" shall mean the Designer, Owner and its board members, employees, agents, servants, representatives, contractors, subcontractors, consultants, affiliates, subsidiaries, successors and assigns.

Indemnification.

1. Intentional and/or Negligent Act or Omission: The Respondent agrees to indemnify and hold each of the Indemnified Parties harmless from and against any and all suits, losses, costs, claims, damages, demands, penalties, fines, settlements, liabilities and expenses (including, without limitation, reasonable attorneys' fees, court costs and litigation/arbitration expenses) claimed or incurred by reason of any damages, including, but not limited to, bodily injury, death and/or property damage to the extent caused by or arising from any act or omission of the Respondent or any of the Respondent's officers, contractors, subcontractors, agents, representatives or employees whether such act or omission is negligent or intentional.

2. Ownership or Use of the Construction Documents: The Respondent agrees to indemnify and hold each of the Indemnified Parties harmless from and against any and all suits, losses, costs, claims, damages, demands, penalties, fines, settlements, liabilities and expenses (including, without limitation, reasonable attorneys' fees, court costs and litigation expenses) arising from the ownership or use of the Construction Documents, including, without limitation, claims of infringement of property rights by a third party.
3. Hazardous Materials and Environmental Laws: The Respondent agrees to indemnify and hold each of the Indemnified Parties harmless from and against any and all suits, losses, costs, claims, damages, demands, penalties, fines, settlements, liabilities and expenses (including, without limitation, reasonable attorneys' fees, court costs and litigation expenses) arising from any intentional or negligent act or omission of the Respondent or any of the Respondent's officers, contractors, subcontractors, agents, representatives or employees with respect to (A) any investigation, monitoring, clean-up, containment, removal, storage or restoration work performed by the Owner or a third party with respect to the use or placement of Hazardous Materials (of whatever kind or nature, known or unknown) on school premises or any other areas; (B) any actual, threatened or alleged contamination by Hazardous Materials on school premises or other areas; (C) the disposal, release or threatened release of Hazardous Materials on school premises or other areas that is on, from or affects the soil, air, water, vegetation, buildings, personal property, persons or otherwise; (D) any bodily injury, death or property damage with respect to the use or placement of Hazardous Materials on school premises or other areas; or (E) any violation of any applicable Environmental Laws.

F. **BONDS**

Respondents are encouraged to coordinate in advance with their insurance brokers and sureties to insure that Respondents can obtain insurance and bonds in specific conformity with the Contract requirements and on a timely basis. In the event a Respondent is awarded a Contract, failure to have all insurance and bonds in full force and effect at the time the Contract is required to be executed shall be deemed a refusal by Respondent to execute the Contract causing the Contract to be awarded to the next best evaluated Contractor.

G. **PAYMENT AND PERFORMANCE BONDS AND BID BOND**

The Respondent who is awarded a Contract must provide Performance and Payment Bonds equal to One Hundred Percent (100%) of the Contract amount. All bonds must be completed on the forms provided in the Roofing Project Manual. Bid Bond shall be as indicated.

H. **SAFETY AND SECURITY REQUIREMENTS**

1. SAFETY REQUIREMENTS.

"Safety" is the most important factor related to project construction.

Prior to the commencement of any work, the Contractor shall confer with WCS to assure that the scheduling of construction activities in conjunction with school operations is fully understood.

The Contractor shall not commence work in any area until:

The proposed work has been previously coordinated with the school principal and WCS maintenance staff;

The Contractor has received WCS's authorization to do so and;

Any and all required security and safety measures and temporary markings are in place.

2. CONTRACTOR'S ACCESS TO SCHOOL.

Since the area of construction is within the school boundary, the Contractor is responsible for anyone entering the school boundary, which is related to his activities in any manner.

Contractor's access to the construction site shall be as set out by WCS; no other access points are permitted. Doors and emergency hatches shall remain secure at all times and contractor shall access roof via contractor's exterior ladders only.

Contractor's employee parking will only be permitted in the WCS designated area.

EXHIBIT "A"
PRIME CONTRACTOR LICENSE INFORMATION

PRIME CONTRACTOR

Contractors Name: _____

Contractor Address: _____

Tennessee Contractor License Number: _____

Tennessee Contractor License Expiration Date: _____

Tennessee Contractor License Classification: _____

THIS FORM TO BE INCLUDED ON OUTSIDE OF SEALED
QUALIFICATIONS ENVELOPE

EXHIBIT "B"

DRUG-FREE WORKPLACE AFFIDAVIT

STATE OF _____

COUNTY OF _____

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

- I. The under signed 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 forgoing affidavit for the purposes therein contained.

Witness my hand and seal at office this _____ day of _____ 2023.

Notary Public

My commission expires: _____

Comm. No.2018-01

00210.3

EXHIBIT "C"

CRIMINAL BACKGROUND COMPLIANCE AFFIDAVIT

STATE OF _____

COUNTY OF _____

The undersigned, principal officer of _____, an employer contracting with Williamson County Schools to provide services having direct contact with children or access to grounds of a Williamson County Schools public school, 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. § 49-5-413 as amended effective September 1, 2007 for entities entering into contracts with a local board of education where the company's employees will have direct contact with school children or access to the grounds of a school when children are present. It is the duty of the Company to require applicants supply a fingerprint sample and submit to a criminal history records check to be conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation prior to permitting the person to have contact with such children or enter school grounds and to take certain other actions based upon the results of the records check.
3. The Company is in compliance with the terms of T.C.A. § 49-5-413.

Further affiant saith naught.

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 he/she is the _____ of _____ and is authorized to execute this instrument on behalf of the principal for the purposes therein contained.

Witness my hand and seal at office this _____ day of _____, 2023.

Notary Public

My commission expires: _____

EXHIBIT "D"

CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT

Effective July 1, 2016, this form must be submitted for any contract that is subject to the Iran Divestment Act, Tenn. Code Ann. § 12-12-101, et seq., ("Act"). This form must be submitted with any bid or proposal regardless of where the principal place of business is located.

Pursuant to the Act, this certification must be completed by any corporation, general partnership, limited partnership, limited liability partnership, joint venture, nonprofit organization, or other business Organization that is contracting with a political subdivision of the State of Tennessee.

Certification Requirements.

No state agency or local government shall enter into any contract subject to the Act, or amend or renew any such contract with any bidder/contractor who is found ineligible under the Act.

Complete all sections of this certification and sign and date it, under oath, in the presence of a Notary Public or a person authorized to take an oath in another state.

CERTIFICATION:

I, the undersigned, certify that by submission of this bid, each bidder and each person signing on behalf of any Respondent certifies, and in the case of a joint bid or contract 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 Tenn. Code Ann. § 12-12-106.

Respondent represents it has the full power, knowledge, and authority to make this Certification and that the signatory signing this Certification on behalf of bidder/contractor has been duly authorized to do so on behalf of the bidder/contractor.

Sworn as true to the best of my knowledge and belief, subject to the penalties of false statement.

Printed Respondent Name Printed Name of Authorized Official

Signature of Authorized Official

Date

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 forgoing affidavit for the purposes therein contained.

Witness my hand and seal at office this _____ day of _____ 2023.

Notary Public

My commission expires: _____

EXHIBIT "E"

NON-BOYCOTT OF ISRAEL CERTIFICATION

Tenn. Code Ann. § 12-4-119 prohibits public entities from entering into a contract for services, supplies, information technology or construction unless the contract includes a written certification that the company is not currently engaged in, and will not be engaged in for the duration of the contract, a boycott of Israel. This applies to any contract entered into on or after July 1, 2022. The law does not apply to contracts with a value of less than \$250,000 or in contracts where the supplier has less than ten employees.

A boycott of Israel means engaging in refusals to deal, terminating business activities or other commercial actions that are intended to limit commercial relations with Israel, or companies doing business in or with Israel or authorized by, licensed by or organized under the laws of the State of Israel to do business, or persons or entities doing business in Israel, when such actions are taken: (1) In compliance with, or adherence to, calls for a boycott of Israel, or (2) In a manner that discriminates on the basis of nationality, national origin, religion, or other unreasonable basis and is not based on a valid business reason. Tenn. Code Ann. § 12-4-119.

Certification Requirements.

Complete all sections of this certification and sign and date it, under oath, in the presence of a Notary Public or a person authorized to take an oath in another state.

CERTIFICATION:

The Contractor certifies that it is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel as defined by Tenn. Code Ann. § 12-4-119. This provision shall not apply to contracts with a total value of less than two hundred fifty thousand dollars (\$250,000) or to contractors with less than ten (10) employees.

Printed Name and Title of Authorized Official

Signature of Authorized Official

Date

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 forgoing affidavit for the purposes therein contained.

Witness my hand and seal at office this _____ day of _____ 2023.

Notary Public

My commission expires: _____

EXHIBIT "F" - LIST OF CURRENT PROJECTS

	Project	Dollar Amount	Type of Building	Roof Type and Area	Owner/Representative	Designer Contact Info	Project Schedule	Work Force
1	ABC School Nashville, TN AA School Board	\$ 1,000,000.00	School	Adhered TPO 150,000	Bob Maintenance 1234 School Drive Nashville, TN 555-123-4567 Bob@school.com	Joe Designer 1234 Engineer Drive Memphis, TN 555-55-5555 Joe@designer.com	Start 7/2016 Finish 12/2016	Subcontractor
2		\$ -						
3		\$ -						
4		\$ -						
5		\$ -						
6		\$ -						
7		\$ -						

EXHIBIT "G" - PROJECT TEAM REFERENCES

	Project	Owner/Representative	Designer Contact Info	Roof Type and Area (SF)	New or Reroof	Leak Call Backs Leak Source	Completion Date Budget	Work Force
1	ABC Mall Nashville, TN ZZ Construction	Bob Developer 1234 Water Drive Memphis, TN 555-123-4567 Bob@developer.com	Joe Designer 1234 Engineer Drive Memphis, TN 555-55-5555 Joe@designer.com	150,000	New	2 Hole and Roof Drain	On Time In Budget	Own
2								
3								
4								
5								
6								
7								
8								
9								
10								

EXHIBIT "H" - LARGEST EPDM PROJECTS

	Owner # Projects	Designer # Projects	Manufacturer # Projects	Roof Type	Roof Area (SF)	Time/Used (Days)	LD's	Leaks Source	Claims	Change Orders Reason	Work Force
1	John Owner 123-456-7890 5	Bob Designer 555-555-1234 2	Firestone 100	Ballasted	100,000	120/90	No	1 Open seam	1	1 Scope change	Sub
2											
3											
4											
5											
6											
7											
8											
9											
10											
11											
12											
13											
14											
15											
16											
17											
18											
19											
20											