



BIDDING DOCUMENTS

FOR

HVAC REPLACEMENT

Solicitation Date February 13, 2021

METROPOLITAN DEVELOPMENT AND HOUSING

The Metropolitan Development and Housing Agency (MDHA) will receive sealed bids for HVAC Replacement at on or before March 3, 2021 at 10:00 a.m. Bids can be delivered/mailed to MDHA Construction Office located at 712 South 6th Street, Nashville, Tennessee 37206.

Pre-bid conference will be held on Webex, February 18, 2021 at 10:00 a.m.

Join by phone
+1-408-418-9388 United States

Meeting number (access code): 179 673 4083

Meeting password: B5Vj6PA4JJw

Bid opening will be held on Webex, March 3, 2021 at 10:00 a.m.

Join by phone
+1-408-418-9388 United States

Meeting number (access code): 179 674 2298

Meeting password: X2UqYKAKS43

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1.0 INVITATION TO BID

The purpose of this solicitation is to obtain a qualified HVAC contractor for HVAC Replacement. To qualify to bid on this project, the successful contractor must have been in HVAC business a minimum of five (5) years. Contractor to submit with bid a copy of his/her documentation indicating effective date of business

The successful contract will be required to comply with the General Conditions for Non-Construction Contracts (with or without Maintenance Work) attached to this document.

All submitted bids become public record after award. Submission of a bid is an official waiver of confidentiality, notwithstanding any statements to the contrary that may be contained within the bid.

2.0 INSURANCE

(a) Before commencing work, the Contractor and each subcontractor shall furnish the MDHA with certificates of insurance showing the following insurance is in force and will insure all operations under the Contract:

(1) Workers Compensation, in accordance with State of Tennessee Workers' Compensation laws.

(2) Commercial General Liability with a combined single limit for bodily injury and property damage of not less than \$(1,000,000.00) one million dollars per occurrence to protect the Contractor and each subcontractor against claims for bodily injury or death and damage to the property of others. This shall cover the use of all equipment, hoists, and vehicles on the site(s) not covered by Automobile Liability under (3) below. If the Contractor has a "claims-made" policy, then the following additional requirements apply; the policy must provide a "retroactive date" which must be on or before the execution date of the Contract; and the extended reporting period may not be less than five years following the completion date of the Contract.

(3) Automobile Liability on owned and non-owned motor vehicles used on the site(s) or in connection therewith for a combined single limit for bodily injury and property damage of not less than \$(1,000,000.00) one million dollars per occurrence.

(b) The insurance certificate shall indicate the description of the project and List MDHA as an additional insured and as the certificate holder.

3.0 CONTRACTOR'S RESPONSIBILITY FOR WORK:

The Contractor is required to familiarize himself/herself with the property to ensure a full understanding of the property lines for mowing and the locations of all shrubbery to be trimmed.

The Contractor shall furnish all necessary labor, materials, tools, equipment, and transportation necessary for performance of the work.

At all times during performance of this contract and until the work is completed and accepted, the Contractor shall directly superintend the work or assign and have on the work site a competent superintendent who is satisfactory to the Contracting Officer and has authority to act for the Contractor.

The Contractor shall be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence, and shall take proper safety and health precautions to protect the work, the workers, the public, and the property of others. The Contractor shall hold and save the MDHA, its officers and agents, free and harmless from liability of any nature occasioned by the Contractor's performance. The Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire work, except for any completed unit of work which may have been accepted under the contract.

The Contractor shall confine all operations on MDHA premises to areas authorized or approved by the Contracting Officer or designee.

The Contractor shall at all times keep the work area, including storage areas, free from accumulations of waste materials. After completing the work and before final inspection, the Contractor shall (1) remove from the premises all equipment, tools, and materials (including rejected materials) that are not the property of the MDHA and all rubbish caused by its work; (2) leave the work area in a clean, neat and orderly condition satisfactory to the Contracting Officer or designee.

The Contractor's responsibility will terminate when all work has been completed, the final inspection made, and the work accepted by the MDHA. The Contractor will then be released from further obligation except as required by the warranties specified elsewhere in the contract.

4.0 BID SUBMISSION:

Bids will be submitted in a sealed envelope. The outside of the envelope will specify the name of the Bidder, the name of the project being bid, bid date and bid time. Bids will be received until March 3, 2021 no later than 10:00 a.m. central time at MDHA, 712 South Sixth Street, Nashville, TN 37206.

MDHA **will not** accept any bids received after time stated in this bid document or delivered to a location other than what is listed in this bid document. Late or incorrectly delivered bids will be returned to the Offeror at their expense or destroyed after 30 days.

Bidders will submit to MDHA the following items:

1. Bid Form & Cost Sheet (ensure Bid Form and Cost Sheet are signed)
2. Self-Representation of Offerors (Notarized)
3. Non-Collusive Affidavit (Notarized)
4. Statement of HVAC Experience (Notarized)

Failure to return all pages may results in a determination that the submittal is non-responsive.

Questions should be emailed to:

rjames@nashville-mdha.org

Rita F. James
Purchasing Agent
MDHA
712 South Sixth Street
Nashville, TN 37206
Office Phone: (615) 252-8432

5.0 SCOPE OF WORK

MDHA invites licensed and qualified Contractors to respond to this Invitation for Bids (IFB) for the removal, purchase and installation of HVAC systems.

1. Contractor to furnish all equipment, labor, materials, tools, and supervision necessary to complete the project for HVAC Replacement.
2. Contractor to remove and replace with new alike HVAC unit.
3. Contractor shall replace **(AS NEEDED)** 2-Ton and 3-Ton HVAC units.
4. Remove existing geo thermal units, sealing all existing water pipes and replacing the units with new split unit heat pumps
5. Units to be removed range from 1 ½ tons to 3 tons.
6. Air handlers are to be installed in closets inside the units and the condenser will go in the front or back of the unit, on a pre-fabricated pad.
7. Air handler will have a drain pan and an overflow protection switch.
8. Run 240 volt circuit from panel to air handler.
9. Units should be installed so that they are accessible for easy filter changing.
10. Thermostats should be 2 heat 1 cool and set with upper limits of 85 and lower limits of 65.
11. Units will tie into existing duct work.
12. Run dedicated 240 volt circuit from indoor panel to outdoor condenser.
13. Install non fusible disconnect box at the condenser
14. All system should be brazed flowing nitrogen and vacuum pulled.
15. Should include new line set and wiring to be covered with line set cover.

Contractor's equipment to be maintained in good working condition at all times and meet or exceed OSHA requirements. All work and materials to meet or exceed all lawn, landscaping, and pesticide association and regulatory requirements. Contractor to be responsible for instructing his/or her employees in safe operating procedures for each type of service being performed as to not create hazards for employees and innocent bystanders and that the employees wear the appropriate protective equipment. MDHA reserves the right to inspect equipment prior to award of contract.

PROTECTION OF EXISTING STRUCTURES AND PROPERTY

The Contractor shall take proper precautions when working on-site to protect any and all association structures, infrastructure and utilities. Any damages to association structures will be reported immediately to Property Staff. Any damages caused by Contractor shall be corrected and/or paid for by the Contractor at no cost to MDHA.

PERFORMANCE

Performance evaluation shall be completed by on-site staff. Two (2) poor performance ratings during contract period will be grounds for contract forfeiture. See attached evaluation sheet for performance standard. Parties will be notified by email or certified mail.

WORK DAYS/HOURS

Work to be performed Monday through Friday from 7:00 a.m. to 5:00 p.m. Contractor will be allowed to mow on weekends only due to inclement weather during the work week.

INVOICE APPROVAL

Approval of completed work will be obtained from development site maintenance supervisor or his/her designee before payment. Invoices will be paid at the discretion of the maintenance supervisor.

6.0 TITLE VI

The Metropolitan Development and Housing Agency (MDHA) prohibits discrimination in all of its programs and activities on the basis of race, color or national origin. The agency will comply with all statutes and regulations of Title VI of the Civil Rights Act of 1964. No person should be excluded from participation in or be denied the benefit of or be subjected to discrimination under any program or service provided by or affiliated with MDHA on the basis of non-merit reasons.

To file a complaint of discrimination write or call:

Brent Grubb
Contracting Officer
MDHA
712 South Sixth Street
Nashville, TN 37206
(615) 252-8423
Fax: (615) 252-6733

7.0 PRICE ADJUSTMENTS

Bidders are to submit a specific price for services quoted herein. At the end of each contract term, the successful bidder may request a price increase. Price increase requests must be accompanied by proof of increased cost to the successful bidder. Price decreases are allowed at any time with or without notice. Fuel surcharges are not allowed. MDHA may, at its option:

- a. Accept the proposed price increase.
- b. Reject the proposed price increase.
- c. Suggest an alternative price increase.

8.0 BID FORM
HVAC REPLACEMENT
(Consisting Of Three Sheets)

PROPOSAL OF:

(Name of Bidder)

(Address of Bidder)

organized and existing under the laws of the State of _____ and
doing business as a _____ (insert "a
corporation", "a partnership" or "an individual" or otherwise as applicable).

TO THE METROPOLITAN DEVELOPMENT AND HOUSING AGENCY
712 South Sixth Street
Nashville, Tennessee 37206

In compliance with your solicitation for bids, Bidder hereby proposes to furnish all necessary labor, machinery, tools, apparatus, materials, equipment, services and other necessary supplies, in strict accordance with the terms and conditions of plans, specifications and Contract Documents within the number of consecutive calendar days and at the prices set forth below for:

HVAC Replacement

By submitting this Bid, Bidder certifies that this Bid has been arrived at independently, without consultation, communication or agreement as to any matter relating to this Bid with any other Bidder or with any other competitor.

Bidder agrees, upon receipt of the Notice of Award accompanies by the Contract and Agreement (C&A) and all required attachments, to cause same to be properly executed and returned to the MDHA within fifteen (15) days thereafter. Bidder further agrees, upon receipt of the Notice to Proceed, to commence work on the project immediately.

The Bidder agrees to furnish and construct all work as shown on the contract documents for the amounts indicated on the attached cost sheet.

1. In submitting this bid, it is understood that the right is reserved by the Metropolitan Development and Housing Agency to reject any and all bids.
2. Attached hereto is an affidavit in proof that the undersigned has not entered into any collusion with any person in respect to this proposal or any other proposal or the submitting of proposals for the Contract for which this proposal is submitted.
3. The bidder represents that he () has, () has not, participated in a previous contract or subcontract subject to the equal opportunity clause prescribed by Executive Orders 10925, 1114 or 11246, or the Secretary of Labor that he () has, () has not, filed all required compliance reports, and that representations indicating submission of required compliance reports, signed by proposed subcontractor, will be obtained, prior to subcontract awards. (The above representations need not be submitted in connection with contracts or subcontracts which are exempt from the clause.)

4. The Bidder acknowledges that he (or she) has received the following Addenda. The modifications to the Bid Documents noted therein have been considered and all costs thereto are included in the Bid Sum.

- A. Addendum Number _____ Dated _____
- B. Addendum Number _____ Dated _____
- C. Addendum Number _____ Dated _____

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

In compliance with this document, and subject to all the conditions thereof, the undersigned offers to furnish the items or services requested and certified he has read, understand, and agrees to all terms, conditions, and requirements of this proposal and is authorized to contract on behalf of the firm named below.

Date: _____

Company Name: _____

Contact Name: _____

Address: _____

Phone Number: _____

Email Address: _____

**HVAC Replacement
Cost Sheet (include labor, materials, overhead, profit and taxes)**

<p>A. 2 TON (TRANE) Condenser 4TWR4024G1000AC Air handler TEM4A0B24S21SBA or equal too</p>	<p>\$ _____ each</p>	<p>x *15</p>	<p>\$ _____</p>
<p>B. 3 TON (TRANE) Condenser 4TWR4036G1000AB Air handler TEM4A0B36S31SBA or equal too</p>	<p>\$ _____ each</p>	<p>x *15</p>	<p>\$ _____</p>

***Quantity is for bidding purpose**

Total per year:
(Add Items A through B) \$ _____

SUBMITTED BY:

Company Name _____

Signature _____

Date _____

ATTACHMENTS

- A. _____
FORM OF NON-COLLUSIVE AFFIDAVIT
- B. _____
AFFIDAVIT OF ELIGIBILITY
- C. _____
DEFECTIVE COST INFORMATION
- D. _____
GENERAL CONDITIONS FOR NON CONSTRUCTION CONTRACT

State of _____ County of _____

_____ being first duly sworn deposes and says that:

1. He is the _____ of _____, the firm that has submitted the attached bid;
2. He is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;
3. Such bid is genuine and is not a collusive or sham bid;
4. Neither the said firm nor any of its officers, partners, owners, agents, representatives, employees or parties interest, including this affidavit, has in any way colluded conspired, connived or agreed, directly or indirectly, with any other responder, firm, or person to submit a collusive or sham bid in connection with the contract or agreement for which the attached bid has been submitted or to refrain from making a bid in connection with such contract or agreement, or collusion or communication or conference with any other firm, or, to fix any overhead, profit, or cost element of the bid price or the bid price of any other firm, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against MDHA or any person interested in the proposed contract or agreement; and
5. The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the firm or any of its agents, representatives, owners, employees, or parties in interest, including this affidavit.

Signed _____ Title _____

After being duly sworn according to law, the undersigned states that he/she is the

_____ of _____

(the “responder”) and that:

- a. The responder is not ineligible for employment on public contracts as a result of a conviction or guilty plea or a plea of nolo contendere to violations of the Sherman Anti-Trust Act, mail fraud or state criminal violations with a contact let by the State of Tennessee or any political subdivision of the State of Tennessee.
- b. No commissioner or officer of MDHA or other person whose duty it is to vote for, let out, overlook or in any manner superintend any of the work for MDHA has a direct interest in the responder.

Dated: _____

(Name of Responder)

(Signature of Responder)

Signed: _____

ATTACHMENT C

DEFECTIVE COST INFORMATION

If the cost breakdown submitted by the contractor is later found to have been inaccurate, incomplete, or non-current as of the date of award, the HA is entitled to an adjustment of the contract price, including profit or fee, to exclude any significant sum by which the price, including profit or fee, was increased because of the defective information. Judgmental errors made in good faith concerning the estimated portions of future costs or projections do not constitute defective information. It is presumed that overstated cost information increased the contract price in the amount of the defect plus related indirect cost and profit/fee.

In determining the amount of a downward adjustment for any understated cost information, the contractor shall be entitled to an offsetting adjustment for any understated cost information submitted in support of price negotiations for the same procurement action up to the amount of the HA's claim for overstated cost information.

General Conditions for Non-Construction Contracts

(With or without Maintenance Work)

1. Definitions

The following definitions are applicable to this contract:

- (a) "Owner" or "MDHA" means the Metropolitan Development and Housing Agency
- (b) "Contract" means the contract entered into between the Owner, and the Contractor. It includes the contract form, the Certifications and Representations, these contract clauses, and the scope of work. It includes all formal changes to any of those documents by Addendum, Change Order, or other modification.
- (c) "Contractor", "Proposer", or "Offeror" means the person or other entity entering into the contract with the Owner to perform all of the work required under the contract.
- (d) "Day" means calendar days, unless otherwise stated.

2. Changes

- (a) The Owner may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in the services to be performed or supplies to be delivered.
- (b) If any such change causes an increase or decrease in the hourly rate, the not-to-exceed amount of the contract, or the time required for performance of any part of the work under this contract, whether or not changed by the order, or otherwise affects the conditions of this contract, the Owner shall make an equitable adjustment in the not-to-exceed amount, the hourly rate, the delivery schedule, or other affected terms, and shall modify the contract accordingly.
- (c) The Contractor must assert its right to an equitable adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Owner decides that the facts justify it, the Owner may receive and act upon a proposal submitted before final payment of the contract.
- (d) Failure to agree to any adjustment shall be a dispute under clause Disputes, herein. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.
- (e) No services for which an additional cost or fee will be charged by the Contractor shall be furnished without the prior written consent of the Owner.

3. Examination and Retention of Contractor's Records

- (a) The Owner or any of their duly authorized representatives shall, until 3 years after the final payment under this contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.
- (b) The Contractor agrees to include in first-tier subcontracts under this contract a clause substantially the same as paragraph (a) above. "Subcontract," as used in this clause, excludes purchase orders not exceeding \$10,000.00
- (c) The periods of access and examination in paragraphs (a) and (b) above for records relating to:
 - (i) Appeals under the clause titled Disputes;
 - (ii) Litigation or settlement of claims arising from the performance of this contract; or
 - (iii) Cost and expenses of this contract to which the Owner or their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

4. Rights in Data (Ownership and Proprietary Interest)

The Owner shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials, and documents discovered or produced by Contractor pursuant to the terms of this Contract, including but not limited to reports, memoranda, or letters concerning the research and reporting task of this Contract.

5. Disputes

- (a) All disputes arising under or relating to this contract, except for disputes arising under clauses contained in Section III, Labor Standards Provisions, including any claims for damages

for the alleged breach there of which are not disposed of by agreement, shall be resolved under this clause.

(b) All claims by the Contractor shall be made in writing and submitted to the Owner. A claim by the Owner against the Contractor shall be subject to a written decision by the Owner.

(c) The Owner shall, with reasonable promptness, but in no event in no more than 60 days, render a decision concerning any claim hereunder. Unless the Contractor, within 30 days after receipt of the Owner's decision, shall notify the Owner in writing that it takes exception to such decision, the decision shall be final and conclusive.

(d) Provided the Contractor has:

(i) Given the notice within the time stated in paragraph (c) above, and

(ii) Excepted its claim relating to such decision from the final release, and

(iii) Brought suit against the Owner not later than one year after receipt of final payment, or if final payment has not been made, not later than one year after the Contractor has had a reasonable time to respond to a written request by the Owner that it submit a final voucher and release, whichever is earlier, then the Owner's decision shall not be final or conclusive, but the dispute shall be determined on the merits by a court of competent jurisdiction.

(e) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Owner.

6. Certificate and Release

Prior to final payment under this contract, or prior to settlement upon termination of this contract, and as a condition precedent thereto, if requested by the Owner, the Contractor shall execute and deliver to the Owner a certificate and release, in a form acceptable to the Owner, of all claims against the Owner by the Contractor under and by virtue of this contract, other than such claims, if any, as may be specifically excepted by the Contractor in stated amounts set forth therein.

7. Organizational Conflicts of Interest

(a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under this contract and a contractor's organizational, financial, contractual, or other interests are such that:

(i) Award of the contract may result in an unfair competitive advantage; or

(ii) The Contractor's objectivity in performing the contract work may be impaired.

(b) The Contractor agrees that if after award it discovers an organizational conflict of interest with respect to this contract or any task/delivery order under the contract, he or she shall make an immediate and full disclosure in writing to the Contracting Officer which shall include a description of the action which the Contractor has taken or intends to take to eliminate or neutralize the conflict. The Owner may, however, terminate the contract or task/delivery order for the convenience of the Owner if it would be in the best interest of the Owner.

(c) In the event the Contractor was aware of an organizational conflict of interest before the award of this contract and intentionally did not disclose the conflict to the Contracting Officer, the Owner may terminate the contract for default.

(d) The terms of this clause shall be included in all subcontracts and consulting agreements wherein the work to be performed is similar to the service provided by the prime Contractor. The Contractor shall include in such subcontracts and consulting agreements any necessary provisions to eliminate or neutralize conflicts of interest.

8. Inspection and Acceptance

(a) The Owner has the right to review, require correction, if necessary, and accept the work products produced by the Contractor. Such review(s) shall be carried out within 30 days so as to not impede the work of the Contractor. Any product of work shall be deemed accepted as submitted if Owner does not issue written comments and/or required corrections within 30 days from the date of receipt of such product from the Contractor.

(b) The Contractor shall make any required corrections promptly at no additional charge and return a revised copy of the product to Owner within 7 days of notification or a later date if extended by Owner.

(c) Failure by the Contractor to proceed with reasonable promptness to make necessary corrections shall be a default. If the Contractor's submission or corrected work remains unacceptable, the Owner may terminate this contract (or the task order involved) or reduce the contract price or cost to reflect the reduced value of services received.

9. Interest of Members, Officers, or Employees and Former Members, Officers, or Employees

No member, officer, or employee of the Owner, no member of the governing body of the locality in which the project is situated, no member of the governing body in which Owner was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project, shall, during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in this contract or the proceeds thereof.

10. Equal Employment Opportunity

During the performance of this contract, the Contractor agrees as follows:

- (a) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.
- (b) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not limited to (1) employment; (2) upgrading; (3) demotion; (4) transfer; (5) recruitment or recruitment advertising; (6) layoff or termination; (7) rates of pay or other forms of compensation; and (8) selection for training, including apprenticeship.
- (c) The Contractor shall post in conspicuous places available to employees and applicants for employment and for employment the appropriate notices that explain this clause.
- (d) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (e) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the appropriate notice advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.
- (f) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.
- (g) The Contractor shall furnish all information and reports required by Executive Order 11246, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto. The Contractor shall permit access to its books, records, and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (h) In the event of a determination that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further MDHA contracts under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended, the rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.
- (i) The Contractor shall include the terms and conditions of this clause in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor.

The Contractor shall take such action with respect to any subcontractor or purchase order as the Secretary of Labor may direct as a means of enforcing such provisions, including sanctions for noncompliance, provided that if the Contractor becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into the litigation to protect the interest of the United States.

11. Dissemination or Disclosure of Information

No information or material shall be disseminated or disclosed to the general public, the news media, or any person or organization without prior express written approval by the Owner.

12. Contractor's Status

It is understood that the Contractor is an independent contractor and is not to be considered an employee of the Owner, or assume any right, privilege, or duties of an employee, and shall save harmless the Owner and its employees from claims, suits, actions, and costs of every description resulting from the Contractor's activities on behalf of the Owner in connection with this Agreement.

13. Other Contractors

Owner may undertake or award other contracts for additional work at or near the site(s) or the work under this contract. The contractor shall fully cooperate with the other contractors and with the Owner, and Owner's employees, and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any direction that may be provided by the Contracting Officer or Designee. The contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or Owner employee.

14. Liens

The Contractor is prohibited from placing a lien on the Owner's property. This prohibition shall apply to all subcontractors.