WARREN COUNTY BOARD OF EDUCATION
Bid for Price Contract – General Construction
Bid # 17-M03

Written proposals must be submitted in writing and received by 9:30 AM, February 3, 2017 at the address below:

Warren County Public Schools Central Office
303 Lovers Lane
Bowling Green, KY 42103
Bids are requested by Warren County Board of Education (“District”), from eligible firms located within a 125 mile radius of 303 Lover’s Ln, Bowling Green, KY (licensed and insured) to establish price contracts for the furnishing of labor, materials, and services for General Repair, Renovation, or Construction work on facilities utilized by the District. The Contractor shall be capable of providing qualified and skilled tradesman as may be required. All jobs are to include but are not limited to the Contractor acquiring any necessary permits, inspections, and Performance Bonds where required. All questions are to be directed to ricky.gunter@warren.kyschools.us and carbon copied to chris.mcintyre@warren.kyschools.us.

Bidders shall submit bids as indicated in the accompanying Bid Form and in accordance with the instructions provided by the District’s Finance Department.

It is the intent of the District to establish price contracts with multiple responsible bidders based on the Bid Form rates and compliance with bidder's qualifications and requirements herein. To make a determination as to a responsible bidder, the following criteria shall be used: the bidder maintains a permanent place of business, has adequate plant and equipment to perform properly and expeditiously, suitable financial status to meet obligations incidental to the work, has appropriate technical experience and competent personnel, is properly licensed, properly insured, and has reputable references attesting to your qualifications and capabilities. Please enclose a copy of your current liability insurance statement, a current W-9, copy of Articles of Incorporation as filed with the state of Kentucky, as well as a copy of your Contractor’s License allowing you to do business for the District.

The attached scenario found at this end of this document is not a job for award, but a fictitious job that will be used to place all bidders on an equal field for evaluation. The District has the right to waive any/all bids, anything viewed as a minor technicality, and the District has the right to reject any bid at its discretion when not evaluated to be in its best interest. The decision of the District is final. There shall be no guarantee of work.

After award of the price contracts, the District’s Assigned Project Manager (“DAPM”) may select the Contractor, on contract, that in his/her opinion is the best fit for the project. In the event that any project exceeds $20,000, the DAPM shall request three (3) Contractors, on contract, to obtain quotes from of his/her choosing. The written quotes are to be submitted within 2 working days of notification unless otherwise specified. The quote shall include a list of materials, containing the manufacturer, model number or other descriptive identification of each component. The lowest quote on a job as specified to be within the time frame required will be awarded the project as evaluated to be in the best interest of the District. The District also reserves the right to quote or bid any project or job on the open market that is evaluated to be in the best interest of the District.
NO WORK WILL BE PERFORMED BY THE CONTRACTOR EXCEPT UPON RECEIPT OF AN OFFICIAL PURCHASE ORDER FROM THE DISTRICT!!

All incidents of failure on the part of any contact holder to submit requested quotes repeatedly or to perform satisfactory and/or timely work shall be documented and kept on file. The District reserves the right to terminate the contract of any Contractor that routinely fails to submit quotes or perform quality of work as outlined.

In the event any project exceeds $250,000 prevailing wage laws will apply, if applicable. In that event, the District will obtain the prevailing wage scale and supply that to you when requesting for you to bid/quote a job under the General Contractor Price Contract.

A copy of all licenses to do business in Bowling Green, KY and any certificates of expertise should be attached to your bid. Be sure to sign your bid document in ink and make sure your bid is received in a sealed envelope. Also make sure your bid is filled out completely. If additional information is needed to be presented, then attach the information making notes on the bid document.
WARREN COUNTY BOARD OF EDUCATION SCHOOLS

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WARREN COUNTY BOARD OF EDUCATION
General Conditions

ARTICLE 1 – INVITATION TO BID
Sealed Bids are requested by Warren County Board of Education’s ("District") Finance Department for general construction to set up a job order price contract for the District in accordance with the terms and conditions of this Invitation to Bid.

ARTICLE 2 – SCOPE OF WORK
The Contractor shall be required to furnish all labor, materials, supplies, equipment, permit, bonds (if applicable), and supervision, and anything else required to complete the projects. The District reserves the right to furnish materials, supplies, and/or equipment when evaluated to be in the best interest of the District. It is the intent of this bid to establish a minimum of three (3) contracts which will provide for everything required to perform work and related services as needed by the District. There shall be no guarantee of any quantities of work, only what shall be needed.

On jobs estimated to be less than $20,000 total, the District’s Assigned Project Manager ("DAPM") reserves the right to choose the Contractor that will best fit the project. In the event the anticipated project is likely to exceed $20,000, the DAPM shall request that three (3) Contractors on price contract submit quotes. The project will be awarded to the Contractor that has the lowest quote that can complete the project within the time constraints. In the event time is critical, time may outweigh low bid, but this is to be the exception, not the norm. Any project exceeding $250,000 shall reflect prevailing wages, if applicable (see Kentucky regulations), without exception. No project under this price contract may exceed $599,999.99.

Estimates/quotes requested as a result of this contract shall be detailed. The scope shall be divided into labor, and materials. This is due to Federal Reporting on labor. Furthermore, materials lists shall be detailed.

ARTICLE 3 – PREPARATION OF OFFERS
Each Bidder shall furnish the information required by the solicitation. The Bidder shall sign the solicitation and print or type his/her name, firm, address, telephone number and date. Erasures or other changes must be initialed by the person signing the offer. Offers signed by an agent are to be accompanied by evidence of this authority unless such evidence has been previously furnished to the issuing office.

ARTICLE 4 – SUBMISSION OF OFFERS
Offers and modifications thereof shall be enclosed in sealed envelopes and addressed to the Office specified in the solicitation. The Bidder shall show the hours and date specified in the solicitation for receipt, the solicitation number, and the name and address of the Bidder on the face of the envelope.
FAX/EMAIL bids and/or FAX/EMAIL modifications to a bid shall not be acceptable. Signed, written bid must be received by the Finance Department by the official bid opening date and time. All Bidders are required to enter their bid prices where indicated on the District’s invitation to bid form. Pages of figures showing how Bidders arrived at their bid prices are not pertinent to this Invitation and should not be submitted with the bid response.

The Bid number, time and date of bid opening must appear on the outside of the envelope or outermost surface of the bid container.

ARTICLE 5 – RECEIPT OF BIDS
The Finance Department is located in the District Central Office located at 303 Lovers Lane in Bowling Green, Kentucky. This and all bids to follow will be received and time stamped at the District Central Office and opened publicly at this location.

ARTICLE 6 – INTERPRETATION OF BID
If any person/entity contemplating the submission of a bid has any doubt as to the true meaning of any part of the invitation, he/she should contact Ricky Gunter preferably by e-mail at ricky.gunter@warren.kyschools.us or by phone at (270)781-5150. Any interpretation of the specifications will be made by addenda duly issued to each person known to have received an invitation and/or posted to the District’s website under “Bid Postings”.

ARTICLE 7 – MODIFICATION OR WITHDRAWAL OF OFFERS
Offers may be modified by written notice received prior to the exact hour and date specified for receipt of offers. An offer may be withdrawn in person by an offeror or his/her authorized representative, provided his/her identity is made known and he/she signs a receipt for the offer, but only if the withdrawal is made prior to the exact hour and date set for receipt of offers. Offers received at the Office designated in the solicitation after the exact hour and date specified for receipt will not be considered. Bids that have clerical errors or any irregularity are subject to correction only with concurrence of the Department of Purchasing.

ARTICLE 8 – AWARD OF CONTRACT
Method of Award: Low responsive/responsible Bidder which meets specification. A minimum of the lowest three (3) qualified Bidders will be awarded a price contract. The District reserves the right to increase or decrease this number.

Award shall be issued on the lowest responsible bid price by a responsible Bidder. If not feasible to award in the manner proposed, the District reserves the right to change the method of award. Low bid will be determined by the bid tabulation sheet listed below. It is the intent to award a minimum of three (3) price contracts to the lowest qualified Bidders.
The contract will be awarded to the responsible Bidders of which bids conforming to the solicitation will be most advantageous to the District, price and other factors considered.

The District reserves the right to reject any and/or all offers and to waive any technicalities.

A written award (or acceptance of bid) mailed (or otherwise furnished) to the successful Bidder(s) shall be deemed to result in a binding contract without further action by either party.

ARTICLE 9 – CONTRACT CHANGES
During the period of contract, no change will be permitted in any of its conditions and specifications unless the contractor receives written approval from the District’s Finance Department.

Should the awarded Bidder find at any time that existing conditions make modification in requirements necessary he/she shall promptly report such matters to the DAPM for consideration and decision. Only when agreed upon by both parties and an addendum is written and signed by the District Finance Department shall any changes be allowed to the contract.

ARTICLE 10 – MULTIPLE BIDS
Unless otherwise specified, only one price, brand and/or model may be proposed for each item on this Invitation to Bid. Bidder must determine their single best offering based on the quality specified. Bids not conforming to this requirement will be rejected.

ARTICLE 11 – ALTERNATE BRANDS/SPECIFICATIONS
Unless otherwise specified, brands and specifications referenced in the Bid are meant to establish a minimum standard of quality only. Bidders may bid on brands that they consider to be equal by marking through the specified brand and inserting those brand names, model numbers, etc. on which they are bidding.

Bids offering “equal” products will be considered for award if such products are clearly identified in the bid and are determined by the District to meet or exceed fully the minimum essential specification and salient characteristics referenced in the Bid. Products which fail to meet minimum essential requirements will be rejected. The burden of proof of equality shall be the responsibility of the Bidder. If the District judges the material or equipment not equal to that named in the specification, the Bidder shall provide material or equipment that is judged to be in compliance with the specifications. The District’s decision shall be final.

Bidders proposing alternate brands must enclose descriptive literature with their bid so that the equality can be verified. Failure to enclose sufficient literature may result in the rejection of the bid.
When specified brand names are not changed, it will be assumed that the bidder is proposing to furnish those brands. The contracts will be written accordingly and the successful bidder will be required to deliver the brands named.

**ARTICLE 12 – EQUIPMENT**

All equipment must be new and current models.

**ARTICLE 13 – WARRANTIES**

The manufacturer’s most favorable warranty offered to preferred customers, shall apply to all items. A copy of such warranty shall be furnished to the agency upon delivery of the equipment of product.

**ARTICLE 14 – FIRM PRICING**

Except as otherwise provided, bid prices must be firm. Prices bid subject to qualifications such as: in effect on receipt of contract/order, escalation or other variables, may be rejected as non-responsive.

**ARTICLE 15 – INSPECTION**

All supplies and equipment shall be subject to inspection or test by the District prior to acceptance. In the event supplies, equipment or workmanship are evaluated to be defective or otherwise not in conformity with specified requirements, the District shall have the right to reject them or require acceptable correction at the awarded Bidder’s expense.

**ARTICLE 16 – INSURANCE**

Bidders shall provide and include in his/her Bid Price the cost of Insurance per the limits as mandated by the Statutes of the Commonwealth of Kentucky. Each awarded Bidder shall maintain the following minimum insurance:

<table>
<thead>
<tr>
<th>Insurance Type</th>
<th>Kentucky Revised Statutes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Workman’s Compensation</td>
<td></td>
</tr>
<tr>
<td>Public Liability</td>
<td>$1,000,000 Once Person/Maximum</td>
</tr>
<tr>
<td></td>
<td>$3,000,000 One Accident/Maximum</td>
</tr>
<tr>
<td>Property Damage</td>
<td>$1,000,000 One Accident/Maximum</td>
</tr>
<tr>
<td></td>
<td>$3,000,000 Aggregate</td>
</tr>
</tbody>
</table>

(To include all vehicles and equipment owned or non-owned for use on the project). Limits as set by the Commonwealth of Kentucky.

An up-to-date Proof of Insurance Statement shall accompany each bid and there must be a current statement on file in the District’s Finance Department at all times. It shall be the responsibility of the awarded Bidder(s) to make sure the statements are kept up to date and on file. Contracts will not be awarded and awarded Bidder(s) will not be allowed to work on any District owned/operated facility.
without up to date proof of insurance on file. **Make sure your Proof of Insurance goes to the address as listed in ARTICLE 34 – OTHER INFORMATION listed below.**

**ARTICLE 17 – CLEAN UP**

It shall be the duty of the Awarded Bidder(s) to keep the job policed and clean at all times. Rubbish and trash shall be cleaned out and removed daily and the premises kept in condition satisfactory to the DAPM. Awarded Bidder(s) shall be responsible for haul off of rubbish and trash and **shall not** use the District dumpsters or trash receptacles.

**ARTICLE 18 – CONDITIONS AT THE SITE**

When contacted for a quote by the District, each Bidder, before submitting a bid or quote, shall visit the site, obtain utility locations, check all measurements and thoroughly familiarize himself/herself with all existing conditions likely to be encountered in the work to be done under this contract. All Awarded Bidders furnishing materials and/or equipment for this contract shall obtain exact dimensions at the site. Any technical errors or omissions in the drawings or technical specifications shall be reported to the DAPM who will be named in each project.

Submission of a bid or quote will be construed as evidence that all necessary visits, examinations, and consultations have been made. Later claim for labor, equipment or materials required, or difficulties encountered which could have been foreseen had such an examination been made, will not be recognized.

**ARTICLE 19– DELIVERY AND STORAGE OF MATERIALS**

Schedule deliveries and unloading to prevent traffic congestion, blocking of access or interference with other work or ongoing District use of the facility. Arrange deliveries to avoid larger accumulations of materials and equipment that can be suitably stored at the site.

Each Awarded Bidder providing materials and equipment shall be responsible for the proper and adequate storage of his/her materials and equipment and for the removal of same upon completion of this work. Storage of materials at the site shall be confined to the area within the construction limits. The District will not accept any responsibility for the Awarded Bidder’s storage or delivery of materials and/or equipment.

Awarded Bidders are not to have any materials or equipment shipped to the District’s Central Office unless previous arrangements are made with the DAPM. The District will not accept shipments for Awarded Bidders nor be responsible for handling and/or storing them. Furthermore, the District will not be responsible for finding out what Awarded Bidder or what construction location ordered material and/or equipment. **Awarded Bidders shall be responsible for their own shipments.**
ARTICLE 20 – CONDUCT OF CONTRACTOR AND EMPLOYEES
Consumption of alcohol and/or illegal drugs shall be strictly forbidden either before coming to work or during working hours. No one will be permitted to work in a “drunk, high or altered state” of any kind.

Improper conduct shall not be permitted. No contractor employees shall fraternize with the students, faculty or staff of the District. Wolf whistles, cat calls, crude or offensive remarks, etc. will not be tolerated.

Firearms and/or weapons are not permitted on the District owned/operated facilities.

All District campuses are tobacco and e-cig free.

The contractor must make available to the Board all employee background checks at the request of the designated Board personnel.

Violations of any items within ARTICLE 20 above shall be grounds for removal of those persons involved from this project and could cause cancellation of the contract.

ARTICLE 21 – PERMITS, STANDARDS, AND CODES
Awarded Bidder(s) shall obtain all permits necessary for any and/or all parts of the work from the authorities governing such work. Evidence that such permits have been issued shall be furnished to the DAPM before beginning work. The Awarded Bidder(s) shall observe all applicable Federal, State, and Local codes governing the work. Building permits, when required shall be provided by the Awarded Bidder(s).

Awarded Bidder(s) shall perform all work in accordance with applicable standards, codes, regulations, and ordinances including but not limited to:

1) Kentucky Building Code (K.C.)
2) National Electric Code (NEC)
3) ASHRAE
4) Kentucky Fire Prevention Code
5) Kentucky Occupational Safety and Health Regulations

References to standards, codes, specifications, recommendations, and regulations refer to the latest edition or printing in effect the date of issue shown in the document unless the suffix number of the standard implies another date.

ARTICLE 22 – SUBCONTRACTING
Work under this contract shall not be subcontracted to any other party without the approval of the the DAPM.
In the event that the DAPM approves the use of a subcontractor, no price adjustment will be allowed.

All subcontractors shall be subject to the terms and conditions of these specifications, including insurance requirement. Enforcement of contract and all payments for services and/or materials to subcontractors shall be the responsibility of the Awarded Bidder.

**ARTICLE 23 – SPECIAL OCCUPANCY AND SAFETY REQUIREMENTS**

The structure on which this work is being performed will be in continuous use by the District during most construction. The Awarded Bidder(s) shall consult with the DAPM and carefully coordinate with him/her all work that affects the use of the facility. If the job is suspected to have asbestos, the Awarded Bidder(s) must sign in the asbestos Appendix A before starting any work at the job site.

The Awarded Bidder(s) shall maintain materials and organize his/her work in such a manner as to create minimum inconvenience to persons utilizing the facility.

Driveways and entrances serving the premises must be clear and available to the District, District employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on site.

Maintain all exits on site and access to existing occupied portions of the structure, free from obstructions. Provide enclosures, fences, etc. as necessary to ensure safety of the public and the facility occupants. All exits, passages, limits of construction, etc. shall be well marked and identifiable by occupants.

Exercise extreme care in all demolition work and investigate all existing conditions for integrity of overall areas before any portion thereof is demolished, removed, penetrated, repaired, etc. and provide bracing and shoring where required.

All existing mechanical and electrical services shall be maintained during construction periods without interruption except for short periods of time that may be required to make change-over connections. The DAPM shall be notified in advance and an agreement reached as to when the connections are to be made and the length of time that the particular facility will be out of service.

All temporary connections that may be necessary to continue these services shall be properly made and maintained in a safe and substantial manner until the permanent connections are activated. Upon completion, remove all temporary work and completely restore affected areas.

Any time the existing services are interrupted, work shall be performed continuously until the permanent services are restored. Costs of any premium time necessary to comply with these requirements shall be included in the Bid as agreed upon by both parties.
The Awarded Bidder(s) shall maintain materials and organize his/her work in such a manner as to create maximum safety and minimum inconvenience to persons using the adjoining and/or existing structures and site.

Maintain the existing building in a weathertight condition throughout the construction period. Repair damage caused by construction operations. Take all precautions necessary to protect the building and its occupants during the construction period.

The Awarded Bidder(s) shall normally have access to the work areas between the hours of 8:00AM and 4:30PM Monday through Friday. Summer hours may vary. Other work hours may be arranged in advance with the DAPM.

In the event that the Awarded Bidder(s) is issued the District keys for access to campus facilities, such keys shall be used only for the specified purpose and times, and shall remain the property of the District. Keys will be issued to individuals, and are not transferable to other persons. The Awarded Bidder(s) will be responsible for all costs associated with lost keys, to be charged at the rate of $250.00 per core and accessed by the key or master key and a $250.00 fee will be assessed for the key if the key is lost or stolen.

The Awarded Bidder(s) shall furnish all construction and safety devices required for completion of the work.

The Awarded Bidder(s) shall make available to the District, upon request, copies of all Material Safety Data Sheets for chemical products used by the contractor or any subcontractor working on campus. All hazardous materials shall be used, stored, and disposed of in compliance with all applicable federal, state, and local laws, rules, regulations and ordinances.

Hazardous waste materials shall not be disposed in the District’s solid waste containers, buried underground, or disposed of in the sewer system.

The Awarded Bidder(s) will be responsible for the payment of any damages or cleanup resulting directly or indirectly from any action of the Awarded Bidder(s) of subcontractor which violates the provisions of this section.
ARTICLE 24 – BONDS

Performance Bond:
After the contracts are in place, upon award of any project exceeding $40,000 the Awarded Bidder(s) will be required to furnish a Performance Bond in the amount of 100% of the project bid as surety of full and faithful performance within scope and terms of the contract before the purchase order will be written for that project. A letter of intent will be submitted by the District Finance Department for written verification for the bonding agency.

All bonding documents must be drawn by a firm authorized to do business in Kentucky and signed or countersigned by a Resident Agency, Commonwealth of Kentucky.

ARTICLE 25 – CONTRACT CANCELLATION

The price contract established by this Bid shall be cancelable during its life if requested by either party in writing to the District Finance Department 30 days prior to cancellation. In the event of such action being necessary, the price contract shall be null and void upon receipt of written notice from the District Finance Department.

ARTICLE 26 – ADDITIONAL ITEMS AND SERVICES

It is recognized that there may be a need to add services or items to the awarded contract, such amendments will require mutual agreement of the parties. Such contracts shall only be amended if submitted in writing and signed by the District Finance Department.

ARTICLE 27 – AMENDMENTS TO BIDS

Amendments to this Invitation to Bid may be necessary prior to the closing date and will be furnished in the form of written addenda by mail and/or via the District’s Bid Posting website to all prospective bidders. Oral communication with any person(s) will not be construed as providing amending data to the specifications unless converted to the form of written addenda and conveyed to all prospective bidders.

ARTICLE 28 – PAYMENTS OF INVOICES

The Awarded Bidder(s) shall be paid, upon the submission of proper invoices, to the Billing Address shown on the Purchase Order, at the prices stipulated for items delivered and accepted, or services rendered. Partial payments may be made for partial deliveries and/or construction upon phases of completion as approved by the DAPM.

Invoices shall be detailed as requested in the quotes/estimates. It shall be broken into labor and materials for Federal Reporting purposes.
ARTICLE 29 – CONTRACT PERIOD
The contract(s) established from this bid will be for the period of two years with the option to renew for three additional one year periods with the agreement of both parties.

ARTICLE 30 – CONTRACT RENEWAL
This contract may be renewed by mutual agreement between the Awarded Bidder(s) and the District. Renewal shall be based on satisfactory performance of the Awarded Bidder(s) based on the work described in the specifications. The Awarded Bidder(s) shall receive a request for renewal no later than 60 days before the expiration of the contract. The Awarded Bidder(s) and/or the District have the option to renew or reject the contract at that time or request any changes as needed.

ARTICLE 31 – PRICE ADJUSTMENTS
All prices shall be firm for the two years of the contract. At the end of the second year, increases/decreases may be requested upon renewal. If said request is submitted, adequate industry standard information must be submitted by the Awarded Bidder(s) with the request showing the change in the market, increase in raw materials, or anything that gives just cause to change the pricing structure. Increases will not be granted without justification and the District Finance Department approval in writing. This first adjustment, if necessary, is to be submitted along with the renewal notice.

ARTICLE 32 – TOBACCO FREE FACILITIES
All the District facilities/property including but not limited to mechanical rooms are tobacco and e-cig free.

ARTICLE 33 – CERTIFICATION
Please complete, sign and return certification with your bid if attached and applicable.

ARTICLE 34 – OTHER INFORMATION
Any questions regarding this Invitation to Bid are to be directed to:

Warren County Public Schools
Attention: Ricky Gunter
303 Lovers Lane
Bowling Green, KY 42103
ricky.gunter@warren.kyschools.us (preferred)
Phone 270-781-5150

ARTICLE 35 – WAIVERS
The District reserves the right to reject any offers and/or to waive informalities and/or minor irregularities in offers received.
ARTICLE 36 – KENTUCKY PREFERENCE LAWS
Prior to a contract being awarded scoring or evaluation of bids and/or proposals will take into consideration reciprocal preference for Kentucky resident bidders laws KRS 45A.490 to KRS 45A.494 and preference for qualified bidders or the Department of Corrections, Division of Prison Industries law KRS 45A.470.

Resident and qualified bidders wishing to take advantage of the preference laws must fill out the appropriate affidavit form and return it with your bid or proposal.

ARTICLE 37 – PROTECTION OF PREMISES
The Awarded Bidder(s) shall provide and properly maintain protection as required by the governing laws, rules, regulations and ordinances together with such additional protection as may be required for the safety of workmen and the public.

ARTICLE 38 – DAMAGED FACILITIES/PERSONAL INJURY
The Awarded Bidder(s) shall repair and/or replace damaged sections of existing facilities such as but not limited to roads, streets, sidewalks, curbs, utilities, structures, etc., caused by work performed under this contract. Damages are to be repaired to as near the same condition as before the damage occurred. Should any damage occur to the District’s property, equipment, grounds, and/or any accident involving personal injury of any kind, the Contractor is to report said damage/accident to the DAPM in charge immediately without fail.

ARTICLE 39 – TAXES, WORKMEN’S COMPENSATION
The Awarded Bidder(s) shall be required to accept liability, make payment, and include in Bid Amount, all payroll taxes, sales and use tax, and all other taxes or deductions required by local, state or Federal laws such as old age pensions, social security, or annuities measured by wages.

ARTICLE 40 – TAXES
The District is entitled to exemption from Federal Excise Tax and Kentucky Sales and Use Tax. All bidders or contractors shall take this into consideration of their bid. Exemption certificates will be furnished to cover excise tax exemption where applicable and when requested by the Awarded Bidder(s).

ARTICLE 41 – SHOP DRAWINGS (WHEN REQUIRED IN SPECS)
The Awarded Bidder(s), when required, will prepare complete shop drawings to be submitted to the District for approval. Review time will be held to a minimum by the District. A minimum of two copies of shop drawings shall be required by the District.

ARTICLE 42 – CONDITIONS AT THE SITE
Each Awarded Bidder, before submitting a bid, shall visit the site check all measurements and thoroughly familiarize him/herself with all existing conditions likely to be encountered in the work to be done under this contract. All Awarded Bidders furnishing materials and equipment for this contract
shall obtain exact dimensions at the site. Any technical errors or omissions in the Technical Specifications shall be reported to the DAPM immediately.

ARTICLE 43 – HAZARDOUS MATERIALS OR CONDITIONS
Whenever and wherever during the course of performing any work under this contract, if the Awarded Bidder(s) discovers the presence of or suspects that a hazardous substance or condition exists, he/she shall stop the work immediately, secure the area, notify the DAPM in charge and wait for positive identification of the suspect condition. During the downtime in such a case the Awarded Bidder(s) shall not disturb any surrounding surface, and shall protect the area by suitable means. This article specifically addresses (but is not limited to) the presence of asbestos, lead based paint, unidentified underground utilities or electrical, plumbing, and gas hazards.

ARTICLE 44 – CONSTRUCTION AND SAFETY DEVICES
The Awarded Bidder(s) shall provide safety controls for protection of the life and health of employees, students, faculty and staff. He/she will utilize precautionary methods for the prevention of damage to property, materials, supplies and equipment and for avoidance of work interruptions in the performance of this work.

In order to provide such safety controls aforesaid, the Awarded Bidder(s) shall comply with all pertinent provisions of the Kentucky Safety Department of Labor, and Federal Occupational Safety and Health Construction Standards that are in effect at the time this work is to be performed. The Awarded Bidder(s) shall also take or cause to be taken such additional measures as directed to be determined reasonably necessary for this purpose. The Awarded Bidder(s) shall, after receipt of noncompliance notice, immediately initiate all required corrective measures.

Nothing in the aforesaid provisions shall prohibit the United States Department of Labor, or the Kentucky Department of Labor, Division of Occupational Safety and Health, from enforcing pertinent occupational safety and health standards as authorized under Federal, State, and Local Occupational Safety and Health Law.

ARTICLE 45 – CHANGES IN SCOPE/ACCOUNTABILITY
Unless otherwise stated, all Awarded Bidders and/or Subcontractors of Awarded Bidders shall not make any changes to the contract, scope of work on any project, or any provisions spelled out in this document unless given permission to do so by the District’s Finance Department. An Awarded Bidder and/or subcontractor of an Awarded Bidder may not make ANY changes unless expressly approved by the DAPM in charge. If changes are requested by any District personnel or anyone else other than the DAPM, the Awarded Bidder(s) shall promptly convey this information to the DAPM for approval before such a change can commence. ONLY THE DAPM MAY CAUSE OR AUTHORIZE ANY CHANGE TO ANY SCOPE OF WORK AT ANY TIME ON ANY PROJECT. THIS WILL BE STRICTLY ENFORCED.
ARTICLE 46 – NONDISCRIMINATION IN EMPLOYMENT
The Awarded Bidder(s) will not discriminate against any employee in regard to employment, retention, promotion, demotion, transfer or dismissal because of race, color, religion, sex, genetic information, national or ethnic origin, political affiliation, age or disabling condition.

The Awarded Bidder(s) will, in all solicitation or advertisements placed by or on behalf of the vendor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, or national origin.

ARTICLE 47 – GENERAL GUARANTEE
Neither the final certificate of payment on or any provision in the Contract Documents nor partial or entire use of the premises by the District shall constitute an acceptance of work not completed, in accordance with the contract documents or relieve the contractor of liability in respect to any expense warranties or responsibility for faulty material or workmanship. The Awarded Bidder(s) shall remedy any defects in the work and pay for any damage to other work resulting therefrom which shall appear within a period of one year from the date of final acceptance of the work, unless a longer period is specified. The DAPM shall give notice of observed defects with reasonable promptness. Manufacturer’s guarantee and warranties on equipment shall be furnished to the DAPM.

ARTICLE 48 – INDEMNITY
All Awarded Bidders shall hold harmless from the indemnity Warren County Board of Education and/or Architect/Engineers and/or any/all employees of the District against all claims, suits, actions, costs, council, fees, expenses, damages, judgment in decrees by reason or persons or property being damaged or injured by the Awarded Bidder(s) or any of the Awarded Bidder’s subcontractors in a capacity during the progress of the work, whether by negligence or otherwise.

ARTICLE 49 – ADDITIONS TO THE CONTRACT
With the mutual agreement of the successful Awarded Bidder(s) and the District’s Finance Department additional items that are within the scope of the Awarded Bidder(s) may be added to the contract at a later date by the written means of an Advice of Change from the District’s Finance Department.

ARTICLE 50 – PREVAILING WAGES
If any project is anticipated that is shall exceed $250,000 prevailing wages, if applicable (see Kentucky regulations), shall apply. The District shall obtain and supply to the contractor the prevailing wage scale for that project when requested to estimate the job. No project may exceed $599,999.99 based on this price contract.

ARTICLE 51 – MULTIPLE ESTIMATES
It is the intent to award multiple contracts from this request for bids. If the project is less than $20,000 the District has the right to select which Awarded Bidder, on contract, that is evaluated to be the best fit for the project. If the project is expected to exceed $20,000 the District shall request estimates from three (3) Awarded Bidders, on contract, and shall select the estimate that is evaluated to be the best
value for the District, given price and time of completion as factors. The District also reserves the right to go out on the open market and bid any project it evaluates to be in its best interest.

ARTICLE 52 – REFERENCES
All Bidders shall list at least 3 references that can be verified by the District on work as described in this contract. A contract will not be awarded to any Bidder that has a reputation of substandard work or received negative references.

ARTICLE 53 – CONTRACTOR’S INVOICES
The District reserves the right to request copies of Awarded Bidder’s invoices to verify the District is only paying cost plus the bid percentage (%) markup as per the bid specs.

When invoicing the District, invoices are to be sent directly to the District’s Maintenance Department. Invoice submission directions will be attached to each purchase order. Failure to follow these instructions may delay payment to the Awarded Bidder(s).

ARTICLE 54 – LOCATION OF CONTRACTOR VS the District
Because this is a price contract that will be for small projects that could be as small as $50, but also could be quite large, it will be in the best interest of the successful Awarded Bidders, as well as the District, that this bid shall be limited to companies located within a 125 mile radius of 303 Lovers Ln, Bowling Green, KY.
WARREN COUNTY BOARD OF EDUCATION
Price Contract for General Construction

BID FORM

PRICE SHEET

<table>
<thead>
<tr>
<th>Position</th>
<th>Rate/Markup</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Manager/Supervisor</td>
<td>$____________/hour</td>
</tr>
<tr>
<td>Journeyman</td>
<td>$____________/hour</td>
</tr>
<tr>
<td>Helper/General Laborer</td>
<td>$____________/hour</td>
</tr>
<tr>
<td>Materials (% markup on cost)</td>
<td>$____________%</td>
</tr>
<tr>
<td>Subcontract Work (% markup on cost)</td>
<td>$____________%</td>
</tr>
<tr>
<td>Overhead %</td>
<td>$____________%</td>
</tr>
<tr>
<td>Profit %</td>
<td>$____________%</td>
</tr>
</tbody>
</table>

 Others (Specify)

______________________________________  ______________________________________
______________________________________  ______________________________________
______________________________________  ______________________________________
WARREN COUNTY BOARD OF EDUCATION
Price Contract for General Construction

Statement of Bidder’s Qualifications
(To be included with Bid)

All questions must be answered, and the date given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he/she desires. Failure to complete this information and submit with bid may be cause for rejection of bid.

1. Name of Bidder:

2. Website (if applicable):

3. Primary Contact Person:

4. Bidder Project Manager, Years of Experience & Contact Information:

5. Permanent main office address:
6. When organized:

7. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion for the past 12 month period).

8. General character of work performed by your company and types of trade journeymen employed.

9. Have you ever failed to complete any work awarded to you? If so, where and why?

10. Have you ever defaulted on a contract? If so, where and why?

11. List the more important projects recently completed by your company, stating the approximate cost for each and the month and year completed.
12. Experience in work similar in importance to this project.

The Undersigned hereby authorized and requests any person, form, or corporation to furnish any information requested by Warren County Board of Education in verification of the recitals comprising this Statement of Bidder’s Qualifications.

Dated at ______________this ______ day of ________________________2017.

_______________________________________
Name of Bidder

_______________________________________
Signature and Title

State of ________________________________

County of ______________________________

being duly sworn deposes and says that

He/she is ______________________________________________________________________

Of ____________________________________________________________________________
(Name of Organization)

And that the answers to the foregoing questions and all statements therein contained are true and correct.

Subscribed and sworn to before me on this _______day of ________________, 2016.

_______________________________________
Notary Public

My commission expires _____________________________, 20____.