



**Bowling Green Independent Schools**  
*Excellence is Worth The Effort*

## **General Construction Services**

**09/19/2023**

## TABLE OF CONTENTS

#	SECTION	PAGE
I.	Title Page	1
II.	Table of Contents	2
III.	Invitation to Bid	3
IV.	Conflict of Interest (Return with Bid)	5
V.	Prohibition Against Conflict of Interest, Gratuities and Kickbacks	6
VI.	General Instruction and Conditions	7
VII.	Reference Form	11
VIII.	Special Conditions	12
IX.	Project Diagrams (if Applicable) and Scope of Work	13
X.	Bid Form (Return with Bid)	14

# INVITATION TO BID

Invitation Number: 2024 - 02

The Bowling Green Independent Board of Education (BGISD) will be accepting sealed bids for the **BGISD General Construction Services** until 2:00 p.m., Monday, October 9, 2023. Mail bids to: Bowling Green Independent School District, 1211 Center Street, Bowling Green, KY 42101, with **BGISD General Construction Services** clearly marked on the envelope.

The Board reserves the right to accept or reject any and all bids.

## I. Time and Place of Bidding

- a. The Bowling Green Independent Board of Education (BGISD) will be accepting sealed bids for the **BGISD General Construction Services** until 9:30 a.m., Monday, October 9, 2023. Mail bids to: Bowling Green Independent School District, Attn: Director of Finance, 1211 Center Street, Bowling Green, KY 42101, with **BGISD General Construction Services** clearly marked on the envelope.
- b. Any questions shall be directed to Mr. Gary Fields via email at [gary.fields@bgreen.kyschools.us](mailto:gary.fields@bgreen.kyschools.us) or via phone at 270-746-2200. Questions can be mailed to BGISD, Attn: Mr. Gary Fields, 1211 Center Street, Bowling Green, KY 42101.
- c. Bids will be opened at **2:30 p.m., Monday, October 9, 2023**. All bids must be received by the time designated in this invitation and none will be considered thereafter. **Failure to have bid in prior to the bid submission deadline listed above will automatically prevent the reading of your bid.**

The Board of Education cannot assume the responsibility for any delay as a result of failure of the mails to deliver bids on time.

## II. Awarding the Items

- a. Bids will be awarded within two weeks from the bid opening. BGISD reserves the right to accept and/or reject all bids.

## III. General Conditions

- a. Once submitted, bids cannot be changed. You are free however to offer an additional bid.
- b. Termination – Contract may be terminated by either party at any time provided ninety (90) day notice is provided.
- c. The Board of Education has been issued a Kentucky Tax Exemption Certificate, Number C-00150. Sales tax will not apply to any purchases.

#### **IV. NOTICE**

- a. In accordance with the new state regulation, KRS 106.380, any outside contractors and their employees must submit a state and FBI fingerprint background check and a Cabinet for Health and Family Services Child Abuse and Neglect (C.A.N.) Report in order to perform work at a school when students are present.

All contractors are to show proof of these items and check in the school's front office at each location prior to performing any work service.

**AUTHENTICATION OF BID AND STATEMENT OF NON-COLLUSION AND NON-  
CONFLICT OF INTEREST**

I hereby swear (or affirm) under the penalty for false swearing as provided in KRS 523.040:

1. That I am the bidder (if the bidder is an individual), a partner (if the bidder is a partnership), or an officer or employee of the bidding corporation having authority to sign on its behalf (if the bidder is a corporation);
2. That the attached bid or bids covering Bowling Green Independent Board of Education Invitation No. 2024-02 have been arrived at by the bidder independently and have been submitted without collusion with, and without any agreement, understanding or planned common course of action with, any other vendor of materials, supplies, equipment or services described in the invitation to bid, designed to limit independent bidding or competition;
3. That the contents of the bid or bids have not been communicated by the bidder or its employees or agents to any person not an employee or agent of the bidder or its surety on any bond furnished with the bid or bids and will not be communicated to any such person prior to the official opening of the bid or bids;
4. That the bidder is legally entitled to enter into the contracts with Bowling Green Independent Board of Education and is not in violation of any prohibited conflict of interest, including those prohibited by the provisions of KRS 45A.330 to .340 and 164.390.
5. That I have fully informed myself regarding the accuracy of the statements made above.

**NOTICE**

1. Any agreement or collusion among bidders or prospective bidders which restrains, tends to restrain, or is reasonably calculated to restrain competition by agreement to bid at a fixed price, or to refrain from bidding, or otherwise is prohibited.
2. Any person who violates any provisions of Kentucky Revised Statute 45A.325 shall be guilty of a felony and shall be punished by a fine not less than five thousand dollars nor more than ten thousand dollars, or be imprisoned not less than one year not more than five years, or both such fine and imprisonment. Any firm, corporation, or association which violates any of the provisions of KRS 45A.325 shall, upon conviction, be fined not less than ten thousand dollars nor more than twenty thousand dollars.

**Important: Sign Offer Below**

**SIGNED BY**

**DATE** \_\_\_\_\_

**PRINT OR TYPE NAME OF SIGNER** \_\_\_\_\_

**FIRM (IF APPLICABLE)** \_\_\_\_\_

**ADDRESS** \_\_\_\_\_

**CITY** \_\_\_\_\_ **STATE** \_\_\_\_\_ **ZIP** \_\_\_\_\_

**AREA CODE** \_\_\_\_\_ **TELEPHONE #** \_\_\_\_\_

## **PROHIBITION AGAINST CONFLICT OF INTEREST, GRATUITIES AND KICKBACKS**

Any employee or any official of the Bowling Green Independent School Board of Education in Bowling Green, Kentucky elective or appointive, who shall take, receive, or offer to take or receive, either directly or indirectly, any rebate, percentage of contract, money, or other things of value, as in inducement or intended inducement, in the procurement of business, or the giving of business, for or to, or from, any person, partnership, firm or corporation, offering bidding for, or in open market seeking to make sales to the Bowling Green Independent School Board of Education in Bowling Green, Kentucky shall be deemed guilty of a felony and upon conviction such person or persons shall be punished by a fine not to exceed five thousand dollars (\$5000) or by imprisonment in the penitentiary for not less than one (1) year nor more than ten (10) years, or both so fined and imprisoned in the discretion of the jury.

Every person, firm, or corporation offering to make, or pay, or give, any rebate, percentage of contract, money or any other thing of value, as in inducement, or intended inducement, in the procurement of business, or the giving of business, to any employee or to any official of the Bowling Green Independent School Board of Education in Bowling Green, Kentucky, elective or appointive, in his efforts to bid for, or offer for sale, or to seek in the open market, shall be deemed guilty of a felony and shall be punished by a fine not to exceed five thousand dollars (\$5000) or by imprisonment in the penitentiary for not less than one (1) year nor more than ten (10) years, or both so fined and imprisoned in the discretion of the jury.

Note: It is a misdemeanor not to have this prohibition on every solicitation or contract document. The penalty is a \$5000 fine or one (1) year imprisonment or both on conviction.

## GENERAL BID INSTRUCTIONS AND CONDITIONS

### (PLEASE READ CAREFULLY)

#### A. ACCEPTANCE OF BIDS

The Board of Education reserves the right to accept any bid, to reject any or all bids, to waive any irregularities or informalities in bids received where such acceptance, rejection or waiver is considered to be in its best interest. The Board of Education also reserves the right to reject any bid where evidence or information submitted by the bidder does not provide satisfactory proof that the bidder is qualified to carry out the details of the contract.

#### B. BID DOCUMENTS

In order to qualify your bid shall be in a sealed envelope clearly marked with Invitation Number "2024 - 02" and Bid Title "**BGISD General Construction Services**". The Reference Form and Conflict of Interest statement shall be signed and attached to the bid.

#### C. SPECIFICATIONS

Specifications are attached and are a part of this proposal. All materials or services furnished must be in conformity with the specifications and will be subject to inspection and approval of the Board of Education Staff after delivery. The right is reserved to reject and return at the risk and expense of the supplier, any item that may be defective or fail to comply with these specifications.

It is important that each person submitting a bid follow carefully the specifications detailed herewith. The bidder is instructed to complete all blanks and spaces where information concerning any item is requested. Only items meeting the requirements are to be quoted on the regular bid form.

The Board of Education reserves the right to waive compliance of any material or services with any particular specification where such waiver is considered to be in its best interest, including but not limited to cases where such waiver is necessary due to technical errors or inconsistencies in the preparation of such specifications.

#### D. MODEL PROCUREMENT REGULATIONS

The Model Procurement Regulations adopted by the Board of Education shall be deemed incorporated by reference in these specifications as though fully quoted herein. In the event of any conflict between this invitation to bid and the Model Procurement Regulations, the Regulations shall control.

**E. EXCUSE FOR NON-PERFORMANCE**

The successful vendor(s) shall be excused from performing hereunder during the time and to the extent that they are prevented from obtaining, delivering, or performing in the customary way because of fire, strike, partial or total interruption of, loss or shortage of transportation facilities, lockout, commandeering of raw materials, products, plants or facilities by the government when satisfactory evidence thereof is presented to the other party, providing it is satisfactorily established that the non-performance is not due to the fault of negligence of the party not performing.

**F. PENALTIES**

In case of default by the vendor, the Board of Education may procure the articles or services from other sources and may deduct from any unpaid balance due the vendor the amount of the excess cost so paid, and the price paid shall be considered the prevailing market price at the time such purchase is made.

**G. TAXES**

The Bowling Green Independent Board of Education's tax-exempt status applies in accordance with revenue policy 51P370 P370 revised 06/01/83 and in accordance with 103 KAR 26:070. A state sales tax exempt certificate upon request shall be provided to the awarded bidder.

**H. NON-DISCRIMINATION**

During the performance of this Contract, the Seller agrees as follows:

1. The Seller shall not discriminate against any employee, applicant, or subcontractor because of age, color, creed, handicap condition, marital or parental status, national origin, race, sex, veteran status, or political opinion or affiliation. The Seller shall take affirmative action to ensure that applicants are employed without regard to their age, color, creed, handicap condition, marital or parental status, national origin, race, sex, veteran status, or political opinion or affiliation. Such action shall include, although not 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 apprenticeship. The Seller agrees to post in conspicuous place notices setting forth the provisions of the Equal Opportunity clause.
2. The Seller shall in all solicitations and/or advertisements for employees placed by or on behalf of the Seller, state that all qualified applications shall receive consideration for employment with regard to age, color, creed, handicap condition, marital or parental status, national origin, race, sex, veteran status, or political opinion or affiliation.
3. The Seller shall cause any subcontractor engaged to perform any services required by this Contract to include this Equal Opportunity clause in all solicitations, advertisements and employment practices it shall perform.



## **I. BIDS**

Any bids received after scheduled time of opening will be returned unopened to the bidder.

No bid can be corrected, altered, or signed after being opened. The Board of Education shall not be responsible for errors or omissions on the part of bidders in making up their bids. Any bids received unsigned shall be rejected.

**All regular bids must be submitted in accordance with specifications supplied with this invitation. The submission of a bid certifies that the product meets any and all specifications except as noted.**

For any clarification relative to this bid, contact Shaunna Cornwell, Director of Finance, Bowling Green Independent Schools Board of Education, 1211 Center Street, Bowling Green, KY 42101. Telephone: 270-746-2200.

## **J. PRICES**

All prices quoted by the various bidders must be firm for a maximum period of ninety (90) days to allow acceptance by the Board of Education. If awarded the contract, the prices will then be firm for the time period that is indicated under "Period of Contract".

All prices and quotations must be in ink or typewritten. No pencil figures will be permitted. Mistakes are to be crossed out and correction inserted adjacent thereto and initialed by person signing the bid. Also, corrections made with correction tape or fluid is to be initialed.

Bids that have clerical errors or irregularities are subject to correction only with concurrence with the Board of Education Staff. Unit prices should be listed, extended, and totaled. Should errors exist in the extended price, the unit price will prevail.

## **K. OR EQUAL CLAUSE**

Whenever, in any of the contract documents, an article, materials or equipment is described by use of a proprietary product or by using the name of a manufacturer or vendor, the term "or equal", if not inserted, is implied.

The use of a specific article or manufacturer's name shall be construed as indicating the type of equipment, design, general construction, quality and finish. Such use shall not be construed as limiting or excluding any manufacturer's product of comparable quality, design and efficiency.

## **L. DESCRIPTIVE LITERATURE AND/OR MANUFACTURER'S SPECIFICATIONS**

The Board of Education reserves the right to waive any discrepancies or inconsistencies between the submitted manufacturer's descriptive literature and/or specifications and the requirements of this invitation to bid, if; (1) the bidder actually submits a sample which conforms to all material requirements of this invitation to bid; or (2) the bidder certifies to the Board of Education that the bidder can actually supply products which conform to all material requirements of this invitation to bid.

NOTE: Descriptive literature and/or manufacturer's specifications should not be submitted unless expressly requested.

**M. PROJECT SCHEDULE REQUIREMENTS**

The Contractor shall coordinate all Construction Schedules with BGISD's Facilities Manager prior to starting work. All work will be scheduled to minimize disruption during school hours. A schedule ("**Construction Schedule**") in form and content satisfactory to BGISD's Facilities Manager must, among other things, set forth dates for commencement and completion of the Project(s) and indicate the projected time for performance of the work to be accomplished under the Contract. The Construction Schedule must be approved by the Facilities Manager.

**AWARDING OF CONTRACT(S)**

Contracts may be awarded to the lowest evaluated bidder meeting all specifications and conditions, and subject to all other provisions of this invitation to bid. The Board of Education has the right to reject any and all bids if it is deemed in its best interest.

**RETURN THE FOLLOWING:**

The Bid, Conflict of Interest form, and the Required Reference form.

## Reference Form

References: KRS 156. 480, OAG 80-32, Model Procurement Code 45A.455

**NOTE: THIS CERTIFICATE MUST BE SIGNED AND ATTACHED TO THE BID FORM IN ORDER FOR YOUR BID TO BE QUALIFIED.**

Governmental/Public Entity	Contact Person	Phone Number
----------------------------	----------------	--------------

_____	_____	_____
_____	_____	_____
_____	_____	_____

Please feel free to list additional references applicable to the above services in the space below:

**BOWLING GREEN INDEPENDENT SCHOOL DISTRICT  
SPECIAL CONDITIONS**

These special conditions apply to all bidding.

1. All bids shall be good for a maximum period of ninety (90) days from the time set for opening to allow bid acceptance by the Board of Education. A bidder may withdraw his bid after it has been submitted only if the request to do so has been submitted in writing and received prior to acceptance by the Board.
2. The invitation to bid, including the basic specifications and your bid proposal, shall all constitute the total contract. They shall be binding to both parties as long as the resultant contract is in force, unless otherwise revoked by endorsement with the consent of both parties.
3. All bids must include any and all surface preparation, disposal, and material costs.
4. The Bowling Green Independent Board of Education reserves the right to waive compliance of any material or services with any particular specification where such waiver is considered to be in its best interest, including but not limited to, cases where such waiver is necessary due to technical errors or inconsistencies in the preparation of such specification.
5. Bidders shall at all times observe and comply with all laws, ordinances and regulations of the federal, state and county governments which may in any manner affect the preparation of proposals or the performance of the contract, including non-discrimination requirements.
6. Each bidder shall provide liability valued at a minimum of \$1,000,000.00.

# **BOWLING GREEN INDEPENDENT SCHOOL DISTRICT**

## **BGISD General Construction Services**

### **SCOPE OF WORK**

The Bowling Green Independent School District seeks the services of General Construction contractors to perform General Construction Services for the School District.

The purpose of this request for proposals (RFP) is to solicit proposals from qualified and experienced contractors to provide General Construction Services for the District. The District intends to award contracts to up to three General Construction contractors as a result of this RFP; however, there shall be no guarantee of work.

The District seeks contracts with the following hourly rates: standard weekday hourly rate, overtime-hourly rate, weekend hourly rate, holiday hourly rate, emergency hourly rate, and small project management fees.

Students, faculty, and visitor safety is paramount. The Contractor is responsible for safely blocking the work areas from foot traffic with appropriate barricades or automobile traffic with cones, barricades, and/or road guards and safely diverting such traffic.

Contractor shall report all malfunctions or potential problems to a District authorized representative in writing as quickly as possible, but no later than five calendar days. Emergencies must be reported immediately.

For projects up to and exceeding \$40,000, independent of these awarded contracts, the District reserves the right to engage the contracted vendors to provide quotes or post these projects publicly for bidding.

The District reserves the right to award this contract in whole, in part, or not at all, so that it's best interest is served. The District also reserve the right to waive informalities and minor irregularities in proposals received, to request additional information, and to negotiate with contractors.

**BOWLING GREEN INDEPENDENT SCHOOL DISTRICT**

**BID FORM**

ALL APPLICABLE ITEMS MUST BE ANSWERED TO QUALIFY YOUR BID

BGISD General Construction Services			
	LABOR	OTHER	
Bid Amount	\$	\$	\$
Bid Amount			
Bid Amount			
Bid Amount			
Bid Amount			

BID NOTES/COMMENTS:

---

---

Any supplemental Information for bid offer must be attached to bid.