SCHOOL DISTRICT OF
WARREN COUNTY PUBLIC SCHOOLS
BOWLING GREEN, KENTUCKY

REQUEST FOR PROPOSAL

RFP # 2026-09

FENCING SERVICES

PROPOSAL SUBMISSION DEADLINE:
10:00 AM (CT), MONDAY, OCTOBER 13, 2025

MODEL PROCUREMENT REGULATIONS

Model Procurement Regulations adopted by the Warren County Board of Education shall be deemed incorporated by reference in these specifications as though quoted fully herein. Warren County Schools function under the Model Procurement Code, Kentucky Revised Statutes 45A.345-460). It is the responsibility of the Offeror to be familiar with these statutes.

This document constitutes a Request for Proposal for a Goods and/or Services Contract (herein known as Contract) from qualified individuals and organizations to furnish those goods and/or services as described herein for Warren County Public Schools.

Offerors are advised that any Contract resulting from this RFP must comply with all applicable provisions of KRS 45A, as well as all federal, state, local, and District laws and regulations.

A Contract based on this RFP may or may not be awarded. Any Contract award from this RFP is invalid until properly approved and executed by the Warren County Board of Education.

The following terms are interchangeable: Warren County School District, Warren County Public Schools, Warren County Schools, Warren County, Warren County Schools Board of Education, Board of Education, Board, the school district, the District, and WCPS
The following terms are interchangeable: Solicitation, Request for Proposal, and RFP
The following terms are interchangeable: Offeror, Vendor, Proposer, Contractor
The following terms are interchangeable: Cost, Price
The following terms are interchangeable: Commonwealth of Kentucky, Commonwealth, State
The Chief Procurement Officer is the Superintendent of Warren County Public Schools.
The pronoun “he” is intended to include all individuals, regardless of gender, gender identity, and gender expression.

DEFINITIONS

RFP
Request for Proposal

OFFEROR, VENDOR, PROPOSER, CONTRACTOR
A company, organization, or individual who submits a proposal to furnish goods and/or services.

PROPOSAL
A complete and properly signed document, proposing to do the work for the sum(s) stipulated therein, supported by data called for by the RFP documents.

All definitions set forth in the General Conditions of the Contract for goods and/or services or in other Contract documents and the Board's Procurement Regulations are applicable to the proposals submitted.

Please read this RFP in its entirety to ensure you sign the areas required and submit the appropriate documentation on time.

OFFEROR PROPOSAL SUBMISSION CHECKLIST

Please ensure to submit each of the following documents with your response.

THE SOLICITATION RESPONSE COVER PAGE MUST BE SIGNED.

SUBMIT THE FOLLOWING – LABEL THIS GROUP OF ITEMS 'TECHNICAL PROPOSAL'

THE FOLLOWING 7 ITEMS MAKE UP THE TECHNICAL PROPOSAL:

- ☐ ARTICLE 39 - CERTIFICATE OF INSURANCE REQUIREMENT [This is optional during the RFP process but is required within 5 business days of contract award.]
- ☐ ATTACHMENT A (*signed*) - SOLICITATION RESPONSE COVER PAGE
- ☐ ATTACHMENT B - NON-DISCRIMINATION / MINORITY-OWNED BUSINESS FORM
- ☐ ATTACHMENT C (*notarized*) - REQUIRED AFFIDAVIT FOR BIDDERS, OFFERORS AND CONTRACTORS
- ☐ ATTACHMENT D (if applicable) (*notarized*) - RESIDENT VENDOR AFFIDAVIT
- ☐ ATTACHMENT E - GENERAL CONDITIONS
- ☐ ATTACHMENT F - TECHNICAL RESPONSE

SUBMIT THE FOLLOWING SEPARATELY AND SEALED - LABEL THIS 'COST PROPOSAL'

THE FOLLOWING ITEM MAKES UP THE COST PROPOSAL:

- ☐ ATTACHMENT G - COST PROPOSAL

Mail or deliver the proposal to:

Warren County Schools Board Office
Attn: Kathy Phelps, Finance
303 Lovers Lane
Bowling Green, KY 42103

Offerors are cautioned to be aware of check-in, security procedures, and potential long lines at the Board Office. Delays due to these procedures shall not be justification for acceptance of a late proposal. All proposals shall be date and time stamped and initialed by the WCPS employee on duty.

PROHIBITION AGAINST CONFLICTS OF INTEREST, GRATUITIES AND KICKBACKS

(1) IT SHALL BE A BREACH OF ETHICAL STANDARDS FOR ANY EMPLOYEE WITH PROCUREMENT AUTHORITY TO PARTICIPATE DIRECTLY IN ANY PROCEEDING OR APPLICATION; REQUEST FOR RULING OR OTHER DETERMINATION; CLAIM OR CONTROVERSY; OR OTHER PARTICULAR MATTER PERTAINING TO ANY CONTRACT, OR SUBCONTRACT, AND ANY SOLICITATION OR PROPOSAL THEREFOR, IN WHICH TO HIS KNOWLEDGE: (A) HE, OR ANY MEMBER OF HIS IMMEDIATE FAMILY HAS A FINANCIAL INTEREST THEREIN; OR (B) A BUSINESS OR ORGANIZATION IN WHICH HE OR ANY MEMBER OF HIS IMMEDIATE FAMILY HAS A FINANCIAL INTEREST AS AN OFFICER, DIRECTOR, TRUSTEE, PARTNER, OR EMPLOYEE, IS A PARTY; OR (C) ANY OTHER PERSON, BUSINESS, OR ORGANIZATION WITH WHOM HE OR ANY MEMBER OF HIS IMMEDIATE FAMILY IS NEGOTIATING OR HAS AN ARRANGEMENT CONCERNING PROSPECTIVE EMPLOYMENT IS A PARTY. DIRECT OR INDIRECT PARTICIPATION SHALL INCLUDE BUT NOT BE LIMITED TO INVOLVEMENT THROUGH DECISION, APPROVAL, DISAPPROVAL, RECOMMENDATION, PREPARATION OF ANY PART OF A PURCHASE REQUEST, INFLUENCING THE CONTENT OF ANY SPECIFICATION OR PURCHASE STANDARD, RENDERING OF ADVICE, INVESTIGATION, AUDITING, OR IN ANY OTHER ADVISORY CAPACITY.

(2) IT SHALL BE A BREACH OF ETHICAL STANDARDS FOR ANY PERSON TO OFFER, GIVE, OR AGREE TO GIVE ANY EMPLOYEE OR FORMER EMPLOYEE, OR FOR ANY EMPLOYEE OR FORMER EMPLOYEE TO SOLICIT, DEMAND, ACCEPT, OR AGREE TO ACCEPT FROM ANOTHER PERSON, A GRATUITY OR AN OFFER OF EMPLOYMENT, IN CONNECTION WITH ANY DECISION, APPROVAL, DISAPPROVAL, RECOMMENDATION, PREPARATION OF ANY PART OF A PURCHASE REQUEST, INFLUENCING THE CONTENT OF ANY SPECIFICATION OR PURCHASE STANDARD, RENDERING OF ADVICE, INVESTIGATION, AUDITING, OR IN ANY OTHER ADVISORY CAPACITY IN ANY PROCEEDING OR APPLICATION, REQUEST FOR RULING OR OTHER DETERMINATION, CLAIM OR CONTROVERSY, OR OTHER PARTICULAR MATTER, PERTAINING TO ANY CONTRACT OR SUBCONTRACT AND ANY SOLICITATION OR PROPOSAL THEREFOR.

(3) IT IS A BREACH OF ETHICAL STANDARDS FOR ANY PAYMENT, GRATUITY, OR OFFER OF EMPLOYMENT TO BE MADE BY OR ON BEHALF OF A SUBCONTRACTOR UNDER A CONTRACT TO THE PRIME CONTRACTOR OR HIGHER TIER SUBCONTRACTOR OR ANY PERSON ASSOCIATED THEREWITH, AS AN INDUCEMENT FOR THE AWARD OF A SUBCONTRACT OR ORDER.

(4) IT SHALL BE A BREACH OF ETHICAL STANDARDS FOR ANY PUBLIC EMPLOYEE OR FORMER EMPLOYEE KNOWINGLY TO USE CONFIDENTIAL INFORMATION FOR HIS ACTUAL OR ANTICIPATED PERSONAL GAIN, OR THE ACTUAL OR ANTICIPATED PERSONAL GAIN OF ANY OTHER PERSON.

NOTE: THIS PROHIBITION AGAINST CONFLICTS OF INTEREST AND GRATUITIES AND KICKBACKS SHALL BE CONSPICUOUSLY SET FORTH IN EVERY LOCAL PUBLIC AGENCY WRITTEN CONTRACT AND SOLICITATION THEREFOR.

STATEMENT PURSUANT TO KRS 45A.990

ANY EMPLOYEE OR ANY OFFICIAL OF THE BOARD OF EDUCATION OF WARREN COUNTY, 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 AN 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 BOARD OF EDUCATION OF WARREN COUNTY, KENTUCKY, SHALL BE DEEMED GUILTY OF A FELONY AND UPON CONVICTION SUCH PERSON OR PERSONS SHALL BE PUNISHED BY A FINE IN AN AMOUNT NOT LESS THAN ONE THOUSAND DOLLARS ($1,000) AND NOT GREATER THAN TEN THOUSAND DOLLARS ($10,000) OR DOUBLE THE GAIN FROM COMMISSION OF THE OFFENSE, WHICHEVER IS THE GREATER, OR BY IMPRISONMENT FOR NOT LESS THAN FIVE (5) YEARS NOR MORE THAN TEN (10) YEARS, OR BOTH SO FINED AND IMPRISONED IN THE DISCRETION OF THE JURY.

EVERY PERSON OFFERING TO MAKE, OR PAY, OR GIVE, ANY REBATE, PERCENTAGE OF CONTRACT, MONEY OR ANY OTHER THING OF VALUE, AS AN INDUCEMENT OR INTENDED INDUCEMENT, IN THE PROCUREMENT OF BUSINESS, OR THE GIVING OF BUSINESS, TO ANY EMPLOYEE OR TO ANY OFFICIAL OF THE BOARD OF EDUCATION OF WARREN COUNTY, 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 IN AN AMOUNT NOT LESS THAN ONE THOUSAND DOLLARS ($1,000) AND NOT GREATER THAN TEN THOUSAND DOLLARS ($10,000) OR DOUBLE THE GAIN FROM COMMISSION OF THE OFFENSE, WHICHEVER IS THE GREATER, OR BY IMPRISONMENT FOR NOT LESS THAN FIVE (5) YEARS NOR MORE THAN TEN (10) YEARS, OR BOTH SO FINED AND IMPRISONED IN THE DISCRETION OF THE JURY, OR BY A FINE IN AN AMOUNT NOT TO EXCEED TWENTY THOUSAND DOLLARS ($20,000) IF THE OFFENSE IS COMMITTED BY A FIRM OR CORPORATION.

INSTRUCTIONS AND CONDITIONS

RFP TIMELINE

Release of RFP	10/2/2025
Proposals Due by 10:00 am	10/13/2025

Note: All time references in this RFP refer to the Central Time Zone.

ARTICLE 1 - RFP POSTING

1.1

Electronic copies of the RFP and addenda may be downloaded anytime from the WCPS website while the RFP is posted.

ARTICLE 2

N/A

ARTICLE 3 - DATE AND TIME OF CLOSING

3.1

Proposals will be received until 10:00 am (CT), Monday, October 13, 2025**.** Proposals must be received by this deadline to be considered for evaluation. Proposals received after the scheduled deadline will be considered non-responsive and will not be evaluated.

ARTICLE 4 - SCOPE OF WORK

The Warren County Board of Education seeks the services of qualified and experienced Fencing Contractors to make repairs to the District's galvanized chain link, vinyl coated, and other fences as needed. The District may also use awarded Contractors to install new fencing of any type (galvanized chain link, vinyl coated, aluminum, steel, privacy, decorative, etc.).

Awarded Contractors may be asked to provide individual project quotes (subject to acceptance) or an estimated number of hours (at the awarded Contract hourly rate).

Contractors must provide their own equipment.

The District may award multiple contracts as a result of this RFP; however, there shall be no guarantee of purchase.

The District reserves the right to award this contract in whole, in part, or not at all so that its 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.

The Contractor shall adhere to all Federal, State, Local, and District laws, regulations, and policies.

[The remainder of this page intentionally left blank.]

ARTICLE 5 - TECHNICAL PROPOSAL

5.1
Include the following 7 items with your Technical Proposal packet:

- **Certificate of Insurance**
  - This is optional during the RFP process but is required within 5 business days of contract award.
- **Attachment A (*signed*)**, Solicitation Response Cover Page
- **Attachment B**, Non-Discrimination/Minority-Owned Business Form
- **Attachment C (*notarized*)**, Required Affidavit for Bidders, Offerors and Contractors
- **Attachment D (if applicable) (*notarized*)**, Resident Vendor Affidavit
- **Attachment E (*signed*),** General Conditions
  - Offerors may copy and paste this onto a separate document and respond accordingly.
  - Sign where indicated.
- **Attachment F**, Technical Response

5.2
Submit one (1) original of the Technical Proposal.

5.3
Attachment A, Solicitation Response Cover page, must be signed in ink. No proposal may be signed after being opened. Unsigned proposals will be rejected.

ARTICLE 6 - COST PROPOSAL

6.1
Complete the rate chart on Attachment G - Cost Proposal

6.2
When submitting hard copy via mail carrier, the COST PROPOSAL should be submitted in a separate sealed envelope from the Technical Proposal. You may place the sealed cost proposal inside the Technical Proposal envelope/box.

[The remainder of this page intentionally left blank.]

ARTICLE 7 - OTHER EVALUATION AND PROPOSAL INFO

Each part of the proposal should be marked "Technical Proposal" or "Cost Proposal."

7.1
Evaluation Points Available

RFP Section	Scored Item	Available Points
Attachments A-F	Technical Proposal	**300**
Attachment G	Cost Proposal	**600**
	Total	**900**

Article 8	Oral Presentations (if necessary)	**100**
	New Total	**1,000**

7.2
By submitting a proposal, the Offeror indicates that it has read, understands, and agrees to all the specifications and deliverables outlined in this RFP.

7.3
The Board of Education will not assume responsibility for any delay because of failure of the mail or delivery services to deliver proposals on time. These will be considered non-responsive.

7.4
The Board of Education will evaluate and score all responsive proposals according to the criteria in the RFP.

7.5
NOTIFICATION OF AWARD – Following evaluations of proposals, the District Finance Department will submit Contract award recommendations to the Warren County School Board for review at its next Board meeting. If the School Board approves the recommendations, the Finance Department will notify awarded Contractors. **Please note that this process may take several weeks**, depending on the length of time between completion of proposal evaluations and the next scheduled School Board meeting.

ARTICLE 8 - ORAL PRESENTATIONS
Oral presentations may be requested by Offerors in a competitive range. Clarifications may be requested and follow-up questions may occur based on Offeror responses. If oral presentations are held, please send a knowledgeable representative(s) who can speak on behalf of the company. Oral presentations may be held in person, via conference call, or via video conference.

ARTICLE 9 - AWARD OF CONTRACT
Upon determining the proposals received from the Offerors constitute a competitive range wherein the best interests of the school system shall be served, the Contract will be awarded to the best-evaluated Offeror(s) submitting proposals after the application of any reciprocal preference for resident bidders as required by the Kentucky Model Procurement Code.

MAINTENANCE OF RECORDS

Successful bidders must maintain records for a minimum of three years after the final payment on the Contract.

ARTICLE 10 - RECIPROCAL PREFERENCE

In accordance with KRS 45A.490 to 45A.494, a resident Offeror of the Commonwealth of Kentucky shall be given a preference against a nonresident Offeror. In evaluating proposals, Warren County Public Schools will apply a reciprocal preference against an Offeror submitting a proposal from a state that grants residency preference equal to the preference given by the state of the nonresident Offeror. Residency and nonresidency shall be defined in accordance with KRS 45A.494(2) and 45A.494(3), respectively. Any Offeror claiming Kentucky residency status shall submit with its proposal a notarized affidavit (included in this RFP) affirming that it meets the criteria as set forth in the above referenced statute.

ARTICLE 11 - PERIOD OF CONTRACT

The initial Contract period is expected to be October 13 2025, or upon Board approval (whichever is later) through June 30, 2027. Upon mutual agreement of the parties, the Contract may be renewed for up to three 1-year periods (July 1, 2027 - June 30, 2028; July 1, 2028 - June 30, 2029; July 1, 2029 - June 30, 2030).

All prices and discounts shall remain firm for the initial Contract period or as otherwise specifically stated. Prices and discounts for renewal periods may remain firm or may be negotiated upon mutual agreement by the parties. Failure to reach mutual agreement of prices and discounts for renewal periods may result in the Contract not being renewed.

ARTICLE 12 - PAYMENTS

Payments for goods/services will be made upon satisfactory completion.

Invoices shall be sent or delivered to:

Warren County Public Schools
Attn: Maintenance Department
1022 West Main Street
Bowling Green, KY 42101

Invoices will be paid by the District within 30 calendar days of receipt.

ARTICLE 13 - DISCUSSION OF PROPOSALS

13.1

The WCPS Buyer may conduct post negotiations of technical aspects of the proposals, items, and/or prices after reviewing all proposals submitted. If negotiations are necessary, the Buyer will facilitate negotiations with the highest-scoring Offeror, and then the next highest-scoring Offerors as necessary until a Contract is awarded.

13.2

The Offeror's representative shall be qualified for answering and giving administrative and technical clarifications relative to the proposal.

13.3

The District reserves the right to seek Best and Final Offers from Offerors.

ARTICLE 14 - TREATMENT OF PROPOSALS

14.1

A Contract may be awarded based on the proposals as submitted, or the District may elect to negotiate as to technical performance or price, or both, with Offerors whose proposals fall in the competitive range as defined in the RFP.

14.2
Proposals will not be open to the public nor be disclosed to unauthorized persons prior to award of Contract. After final execution of the awarded Contract(s), in accordance with KRS 61.872 Right to Inspection, all proposals shall be open to public inspection, subject to any continuing prohibition on the disclosure of confidential data.

ARTICLE 15 - MODIFICATION OR WITHDRAWAL OF PROPOSAL

15.1
All proposals shall be valid for a period of sixty (60) days from the opening date to allow for tabulation, study, negotiation, and consideration by the WCPS Board or its designee. The Offeror may withdraw a proposal, without prejudice, prior to the published opening date.

15.2
Prior to the closing date and time designated for receipt of proposals, proposals submitted early may be modified or withdrawn only by notice to the party receiving proposals *prior* to the closing time designated for receipt of proposals.

15.3
Any modification shall be so worded as not to reveal the amount of the original proposed cost. To do so may render the modification and original proposal invalid.

15.4
Withdrawn proposals may be resubmitted up to the closing time designated for the receipt of proposals provided they are then fully in conformance with these instructions to Offerors.

ARTICLE 16 - INTERPRETATION OR CORRECTION OF RFPs

16.1
Offerors shall promptly notify the WCPS Buyer of any ambiguity, inconsistency, or error that it may discover upon examination of the RFPs or of the local conditions.

16.2
Any interpretation, correction, or change of the RFP will be made by addendum, issued by the WCPS Buyer, and posted to the WCPS website. Interpretations, corrections, or changes in the RFP made in any other manner will not be binding and Offerors shall not rely upon such interpretations, corrections, and changes.

ARTICLE 17 – REVISIONS AND ADDENDA

17.1
Revisions and addenda will be posted to the WCPS website. It is important for Offerors to check the website often for posted revisions and addenda.

17.2
No revisions or addenda will be issued later than seven (7) days prior to the submission deadline of proposals, except for postponing the date for receipt of proposals, or withdrawing the request for proposals.

17.3
Offeror shall determine prior to submitting proposals that all posted addenda has been received issued. Offerors are responsible for submitting proposals using the latest version (revision), attachment(s), and addenda of the RFP. Failure to submit a proposal in accordance with the latest version may render the proposal non-responsive.

ARTICLE 18 - RIGHT TO REJECT

18.1
A successful bidder must have a proven (or believable) record of service, particularly with respect to delivering all items on a regularly scheduled basis, at favorable prices. A bidder may be designated as unacceptable if the

requirements listed herein have been previously violated and/or poor communications exists between the Offeror and the school district.

18.2

The Warren County Board of Education reserves the right to reject any and all proposals where the best interests of the Board may be served, including the right to award a Contract without any further discussion or negotiation with anyone proposing these services. The Warren County Board of Education also reserves the right to reject any proposal where evidence or information submitted by the Offeror does not satisfy the Board of Education that the Offeror is qualified to carry out the details of the Contract.

18.3

Grounds for the rejection of proposals include but shall not be limited to:

(a) Failure of a proposal to conform to the essential requirements of the RFP.

(b) Submitting a proposal which does not conform to the specifications contained or referenced in the RFP.

(c) Submitting a proposal imposing conditions which would modify the terms and conditions of the RFP, or limit the Offeror's liability to the Board on the Contract awarded on the basis of such RFP.

(d) Submitting a proposal determined by the WCPS Buyer in writing to be unreasonable as to price.

(e) Proposals received from Offerors determined not to be responsive or responsible Offerors.

(f) Proposals received from Offerors determined not to be qualified based on current or on past performance on WCPS projects.

ARTICLE 19 - RIGHT TO WAIVE TECHNICALITIES OR IRREGULARITIES

19.1

The right to waive technicalities and minor irregularities in proposals shall be maintained and preserved in the case of all RFPs issued by the Board.

19.2

Technicalities or minor irregularities in proposals which may be waived when the WCPS Buyer determines that it will be in the Board's best interest to do so, are mere matters of form not affecting the material substance of proposal or some immaterial deviation from or variation in the precise requirements of the RFP and having none, or a trivial or negligible effect on price, quality, quantity or performance of the services being procured, the correction or waiver of which will not affect the relative standing of, or be otherwise prejudicial to other Offerors. The WCPS Buyer may either give an Offeror an opportunity to cure any deficiency resulting from a technicality or minor irregularity in its proposal, or waive such deficiency where it is advantageous to the Board to do so.

ARTICLE 20 - FAILURE TO RESPOND

Offerors that fail to respond to invitations for RFP or notices of availability on two (2) consecutive procurements of similar items may be removed from the applicable mailing list.

ARTICLE 21 - CONFIDENTIAL DATA

21.1

Prospective Offerors should designate those portions of the initial proposal which contain trade secrets or other proprietary data which is to remain confidential. This information should be *prominently noted* to avoid accidental distribution in the event of open records requests.

21.2

If the WCPS Buyer does not agree with the confidentiality of such data, or any portion thereof, he shall inform the Offeror in writing what portions of the proposal will be disclosed. The Offeror may protest this

determination to the Chief Procurement Officer. The Chief Procurement Officer may maintain or overturn the determination with written approval of the Warren County Board of Education.

ARTICLE 22 - ACCEPTANCE BY BOARD

22.1

Modifications, additions, or changes to the terms and conditions of this RFP may be a cause for rejection of a bid. Bidders are requested to submit all bids on the school District's official forms (if provided and mandated).

22.2

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

22.3

It is the intent of the District to award a Contract(s) in due course and after a reasonable proposal evaluation period to the most responsive and responsible Offeror(s) considering all requirements set forth in the RFP, provided the acceptable proposed sum is within budgeted funds.

22.4

The right is reserved to reject any proposal where an investigation and evaluation of the Offeror's qualifications would give reasonable doubt that the Offeror could perform prompt and efficient completion of the work per the Contract.

ARTICLE 23 - FORM OF AGREEMENT (CONTRACT) BETWEEN BOARD AND OFFEROR

Unless otherwise provided in the RFP, the agreement to contract for goods and/or services will be written on a form of agreement between Board and Offeror bound by the incorporation of this RFP by reference.

ARTICLE 24 - TABULATIONS

Tabulations will be made by the Finance Department Buyer. Upon Contract execution, Offerors may contact the Buyer for copies of the tabulations. Until such time, Offerors are requested not to contact the Finance Department for tabulations.

ARTICLE 25 - PRICES

If awarded the Contract, the proposed prices or those negotiated by the parties will remain firm for at least the initial term indicated in ARTICLE 11. Prices for additional projects within the scope of this RFP may be negotiated by the parties.

ARTICLE 26 - KOSHA STANDARDS (IF APPLICABLE)

If applicable, all materials and services must meet or exceed Kentucky Occupational Safety and Health Standards (KOSHA).

ARTICLE 27 - EXCUSE FOR NON-PERFORMANCE

The successful Offeror(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 or negligence of the party not performing.

ARTICLE 28 - PENALTIES

In case of default by the Offeror, Warren County Public Schools will follow procedures outlined in the Board's Model Procurement Regulations regarding termination for default, after which time the Board shall procure a substitute Offeror which shall operate under the remainder of the existing Contract breached by the Offeror and the original Offeror shall be liable for all excess costs incurred in the procurement of the substitute Offeror.

ARTICLE 29 - TAXES

30.1 - Kentucky Sales and/or Use Tax

(a) Offerors are informed that service Contracts of the Board of Education of Warren County, Kentucky are exempt from the provisions of the Kentucky Sales and/or Use Tax. Offeror will be furnished proper tax exemption certificates upon request.

(b) All adjustments and allowances for the current sales and/or use tax shall be provided for in the quoted amount as no adjustments will be permitted and/or made after the fact.

30.2 - Federal Excise Tax

The Board of Education of Warren County, Kentucky is entitled to exemption from Federal Excise Tax. All Offerors or Offerors shall take this into consideration in their bid.

30.3 - Deductions for Taxes, Worker's Compensation, etc.

(a) The Offeror will be required to accept liability for payment of all payroll taxes or deductions required by local, state, and federal law.

(b) Worker's Compensation Insurance shall be carried to the full amount as required by Kentucky Statutes.

ARTICLE 30 - UTILIZATION OF MINORITY OFFERORS

The utilization of minority Offerors and subofferors are encouraged on public Contracts. The Offeror should make full efforts to locate minority business persons. For assistance in identifying minority Offerors and subofferors, contact the Minority and Women Business Enterprise Certification Program at 502-564-8099 or the Office of Equal Opportunity and Contract Compliance at 502-564-2874.

ARTICLE 31 - SERVICES EVALUATION

If it is later established that said services fail to comply to these specifications and conditions, the Contract may be canceled. This may be exercised only after Offeror has been furnished (in writing) concerns regarding questionable deficiencies, allowed a reasonable amount of time to cure deficiencies, and the deficiencies are ultimately not adequately resolved.

ARTICLE 32 - REIMBURSEMENT/COSTS

WCPS will not reimburse Offerors for costs associated with the preparation, submission, or requested clarification of any proposal.

ARTICLE 33 - FUEL SURCHARGES

Awarded Offeror(s) may not add fuel surcharges or other miscellaneous charges to bid prices or invoices, unless otherwise specified in this RFP. All charges must be included in your bid price(s) unless otherwise specified in this RFP.

ARTICLE 34 - TOBACCO AND VAPING FREE CAMPUSES

Smoking, tobacco use of any kind, vaping devices, and electronic cigarettes are strictly prohibited on any WCPS property. This prohibition includes all buildings and grounds and is in effect 24 hours a day, 7 days a week.

ARTICLE 35 - TERMINATION

Contract may be terminated for convenience by the District with 30 days' notice to the Contractor. Contract may be terminated for default with 30 days' notice or a shorter time period, upon the discretion of the school district, if the terms of the Contract are violated.

ARTICLE 36 - DISCOUNTS, REBATES, ALLOWANCES, AND INCENTIVES

Offeror shall fully disclose all discounts, rebates, allowances, and incentives received from its suppliers. Offeror must disclose and return to the Warren County Public School District, within a mutually agreed upon timeframe, the full amount of any discounts, rebates, or applicable credits that are received based on any purchases made on behalf of the District.

ARTICLE 37 - DATA SECURITY AND BREACH PROTOCOLS (IF APPLICABLE)

Offerors that are provided by Warren County Public Schools with access to Personal Information as defined by and in accordance with Kentucky's Personal Information Security and Breach Investigation Act, KRS 61.931, et seq. (the "Act"), or that collect and maintain Personal Information on behalf of Warren County Public Schools, shall secure and protect the Personal Information and shall respond to any security breach relating to the Personal Information by, without limitation, complying with all requirements applicable to nonaffiliated third parties set forth in the Act and all requirements of this Article.

"Personal Information" is defined in accordance with KRS 61.931(6) as "an individual's first name or first initial and last name; personal mark; or unique biometric or genetic print or image, in combination with one (1) or more of the following data elements:

a) An account, credit card number, or debit card number that, in combination with any required security code, access code or password, would permit access to an account;
b) A Social Security number;
c) A taxpayer identification number that incorporates a Social Security number;
d) A driver's license number, state identification card number or other individual identification number issued by an agency;
e) A passport number or other identification number issued by the United States government; or
f) Individually Identifiable Information as defined in 45 C.F.R. sec. 160.013 (of the regulations under the Health Insurance Portability and Accountability Act), except for education records covered by the Family Education Rights and Privacy Act, as amended 20 U.S.C. sec 1232g."

As provided in KRS 61.931(9)(a), a "security breach" means:
1. The unauthorized acquisition, distribution, disclosure, destruction, manipulation, or release of unencrypted or unredacted records or data that compromises or the agency (Warren County Public Schools) or the nonaffiliated third party (the Offeror) believes may compromise the security, confidentiality, or integrity of personal information and result in the likelihood of harm to one (1) or more individuals; or
2. the unauthorized acquisition, distribution, disclosure, destruction, manipulation, or release of encrypted records or data containing personal information along with the confidential process or key to unencrypt the records or data that compromises or the agency (Warren County Public Schools) or the nonaffiliated third party (the Offeror) reasonably believes may compromise the security, confidentiality, or integrity of personal information and result in the likelihood of harm to one (1) or more individuals."

As provided in KRS 61.931(5), a "nonaffiliated third party" means "Any person that (a) has a Contract or agreement with an agency (Warren County Public Schools); and receives personal information from the agency (Warren County Public Schools) pursuant to the Contract or agreement."

The Offeror hereby agrees to cooperate with Warren County Public Schools and the Commonwealth in complying with the response, mitigation, correction, investigation, and notification requirements of the Act and this Article. Without limitation of the foregoing, the Offeror agrees to the terms set forth below.

The Offeror shall notify as soon as possible, but within seventy-two (72) hours, Warren County Public Schools of a determination of or knowledge of a security breach relating to the Personal Information in the possession of the Offeror, unless the exception set forth in KRS 61.932(2)(b)2 applies and the Offeror abides by the requirements set forth in that exception. Notice shall be sent to the Warren County Public Schools Chief Financial Officer at 303 Lovers Lane, Bowling Green, KY 42103 or by phone at 270-781-5150. The notice to WCPS shall include all information the Offeror has regarding the security breach at the time of notification.

The Offeror hereby agrees to report, immediately and within twenty-four (24) hours, to the offices of the Warren County Public Schools Chief Financial Officer, Chief Operations Officer, Chief Business Officer, Director of Information Technology and Manager of Payroll and Cash Management of any known reasonably believed instances of missing data, data that has been inappropriately shared, or data taken off site.

The Offeror hereby agrees that Warren County Public Schools may withhold payment(s) owed to the Offeror for any violation of the Act or this Article.

In the event of a security breach relating to Personal Information, the Offeror hereby agrees to undertake a prompt and reasonable investigation of any breach as required by KRS 61.933(1)(a)2 including all requirements of KRS 61.932(1)(b), and for providing notices required by KRS 61.933(1)(b) subject to the provisions of KRS 61.933(3). In such event, the Offeror will satisfy the notification deadlines in KRS 61.933(1)(b) but the Offeror will ensure that Warren County Public Schools has the opportunity to review and approve all notices to be sent. Warren County Public Schools will have the opportunity to review any report produced as the result of the investigation. The Offeror will be fully responsible for all costs associated with compliance by the Offeror and Warren County Public Schools with the provisions of KRS 61.931 et seq., and any other Federal or state law including the law of any other state, as the result of a security breach hereunder.

If the Offeror is required by federal law or regulation to conduct security breach investigations or to make notifications of security breaches, or both, as a result of the Offeror's unauthorized disclosure of one (1) or more data elements of Personal Information that is the same as one (1) or more of the data elements of Personal Information listed in KRS 61.931(6)(a) to (f), the Offeror shall meet the requirements of the Act by providing to Warren County Public Schools a copy of any and all reports and investigations relating to such security breach investigations or notifications that are required to be made by federal law or regulations. This paragraph shall not apply if the security breach includes the unauthorized disclosure of data elements that are not covered by federal law or regulation but are listed in KRS 61.931(6)(a) to (f).

In accordance with KRS 61.931 and KRS 61.932, the Offeror shall implement, maintain, and update security and breach investigation procedures that are appropriate to the nature of the information disclosed, that are at least as stringent as the security and breach investigation procedures and practices established therein and that are reasonably designed to protect the Personal Information from unauthorized access, use, modification, disclosure, manipulation, or destruction.

Student Data Security

Pursuant to KRS 365.734 (House Bill 232 (2014)), if the Offeror is a cloud computing service provider (as defined in KRS 365.734(1)(b) as "any person or entity other than an education al institution that operates a cloud computing service," which is defined in KRS 365.734(1)(a) as "a service that provides, and that is marketed and

designed to provide, an educational institution with account-based access to online computing services"), or, through service to Warren County Public Schools, becomes the equivalent of a cloud computing service provider, the Offeror does further agree that:

- The Offeror shall not process student data for any purpose other than providing, improving, developing, or maintaining the integrity of its cloud computing services, unless the Offeror receives express permission from the student's parent. The Offeror shall work with the student's school and district to determine the best method of collecting parental permission. KRS 365.734 defines "process" and "student data".
- With a written agreement for educational research, the Offeror may assist Warren County Public Schools to conduct educational research as permitted by the Family Education Rights and Privacy Act of 1974, as amended, 20 U.S.C. sec.1232g.
- Pursuant to KRS 365.734, the Offeror shall not in any case process student data to advertise or facilitate advertising or to create or correct an individual or household profile for any advertisement purposes.
- Pursuant to KRS 365.734, the Offeror shall not sell, disclose, or otherwise process student data for any commercial purpose.
- Pursuant to KRS 365.734, the Offeror shall certify in writing to the Warren County Public Schools that it will comply with KRS 365.734(2).

ARTICLE 38 - FINAL DISPOSITION OF WCPS DATA

The Offeror agrees, upon termination, cancellation, expiration, or other conclusion of this Contract that WCPS data will be made available to WCPS in the format requested by the Board. The Offeror also agrees, that upon termination, cancellation, expiration, or other conclusion of this Contract, and after making WCPS data available to WCPS in the format requested by the Board, the Offeror shall erase, destroy, and render unreadable and infeasible for recovery or re-use, all WCPS data, regardless of its format, mode of storage or location, including such data that may have been provided to the Offeror's employees, subofferors, agents, or other affiliated persons or entities, according to the standards enumerated in NIST Publication 800-88, and certify in writing that these actions have been completed, within 30 days of the termination, cancellation, expiration, or other conclusion of this Contract, or within 7 days of receiving the written request of the Chief Financial Officer or the Chief of Data Management, Planning and Program Evaluation of WCPS, whichever shall come first.

ARTICLE 39 - CERTIFICATE OF INSURANCE REQUIREMENT

This is optional during the RFP process but is required within 5 business days of Contract award and execution.
Offeror shall furnish a certificate of insurance in accordance with the requirements set forth below, as applicable, or at minimum, in accordance with local and state laws for the performance of the awarded Contract.

Questions regarding insurance coverage should be submitted in accordance with Article 2 - Questions.

The Offeror agrees that required insurance shall not be cancelled or permitted to lapse during the term of any awarded Contract without prior written notification to Warren County Public Schools. The certificate of insurance shall name the Board of Education of Warren County as additional insured in the Description of Operations section of the Certificate of Insurance which shall read:

Board of Education of Warren County
Attn: Insurance/Real Estate Department
303 Lovers Lane
Bowling Green, KY 42103

OFFEROR'S LIABILITY INSURANCE

The insurance required shall be written for not less than the following limits or greater if required by law:

1. Worker's Compensation:
    a. State — Statutory
    b. Applicable Federal (e.g. Longshoreman's) — Statutory
    c. Employer's Liability — $100,000.00
2. Comprehensive or Commercial General Liability (including Premises-Operations; Independent Offeror's Protection; Product Liability and Completed Operations; Broad Form Property Damage):
    a. General Aggregate (Except Products-Completed Operations) — $2,000,000.00
    b. Products-Completed Operations Aggregate — $1,000,000.00
    c. Personal/Advertising Injury (Per Person/Organization) — $1,000,000.00
    d. Each Occurrence (Bodily Injury and Property Damage) — $1,000,000.00
    e. Limit per Person Medical Expense — $5,000.00
    f. Exclusions of Property in Offeror's Care, Custody or Control will be eliminated.
    g. Property Damage Liability Insurance will provide coverage for explosion, collapse and underground damage.
3. Contractual Liability:
    a. General Aggregate — $2,000,000.00
    b. Each Occurrence (Bodily Injury and Property Damage) — $1,000,000.00
4. Automobile Liability (Commercial Vehicles):
    a. Bodily Injury (combined single limit) — $2,000,000.00
    b. Property Damage (combined single limit) — $1,000,000.00
    c. Commercial Buses — $10,000,000.00
5. Professional Liability (for architectural or construction management services):
    a. Per Occurrence — $1,000,000.00
    b. Annual Aggregate — $2,000,000.00
6. Cyber Insurance (if Contractual requirement exists): — $5,000,000.00

ARTICLE 40 - HAZARD ANALYSIS AND CRITICAL CONTROL POINT (HACCP) (IF APPLICABLE)

HACCP is a prevention-based food safety system that identifies and monitors food safety hazards that can adversely affect the safety of food products. Warren County Public Schools has implemented a written HACCP plan for the Nutrition Service Center and school sites.

ARTICLE 41 - CAMPAIGN FINANCE

The Offeror certifies that he/she, any member of his/her immediate family, or any of his/her employees, having an interest of 10% or more in any business entity involved in the performance of this Contract, has not contributed more than the amount specified in KRS 121.056(2), to the campaign of the gubernatorial candidate elected at the election last preceding the date of this Contract. The Offeror further swears under the penalty of perjury, as provided by KRS 523.020, that neither he/she nor the company which he/she represents, has knowingly violated any provisions of the campaign finance laws of the Commonwealth, and that the award of a Contract to him/her or the company which he/she represents will not violate any provisions of the campaign finance laws of the Commonwealth.

ARTICLE 42 - INDEMNITY

Contractor shall (a) hold harmless, indemnify, and defend WCPS and its Board members, agents, and employees from any and all claims or losses accruing or resulting from injury, damage, or death of any person, firm, or corporation, including Contractor and any personnel assigned to this project by

Contractor, in connection with the performance of this Contract, and (b) hold harmless, indemnify, and defend WCPS and its Board members, agents, and employees from any and all claims or losses incurred by any supplier, contractor, or subcontractor furnishing work, services, or materials to Contractor in connection with the performance of this Contract. This Article 42 shall survive the termination of this Contract.

[The remainder of this page intentionally left blank.]

OFFEROR PROPOSAL SUBMISSION CHECKLIST

Please ensure to submit each of the following documents with your response.

THE SOLICITATION RESPONSE COVER PAGE AND GENERAL CONDITIONS MUST BE SIGNED.

SUBMIT THE FOLLOWING – LABEL THIS GROUP OF ITEMS 'TECHNICAL PROPOSAL'

THE FOLLOWING 7 ITEMS MAKE UP THE TECHNICAL PROPOSAL:

- ☐ ARTICLE 39 - CERTIFICATE OF INSURANCE REQUIREMENT [This is optional during the RFP process but is required within 5 business days of contract award.]
- ☐ ATTACHMENT A (*signed*) - SOLICITATION RESPONSE COVER PAGE
- ☐ ATTACHMENT B - NON-DISCRIMINATION / MINORITY-OWNED BUSINESS FORM
- ☐ ATTACHMENT C (*notarized*) - REQUIRED AFFIDAVIT FOR BIDDERS, OFFERORS AND CONTRACTORS
- ☐ ATTACHMENT D (if applicable) (*notarized*) - RESIDENT VENDOR AFFIDAVIT
- ☐ ATTACHMENT E - GENERAL CONDITIONS
- ☐ ATTACHMENT F - TECHNICAL RESPONSE

SUBMIT THE FOLLOWING SEPARATELY AND SEALED - LABEL THIS 'COST PROPOSAL'

THE FOLLOWING ITEM MAKES UP THE COST PROPOSAL:

- ☐ ATTACHMENT G - COST PROPOSAL

Mail or deliver the proposal to:

Warren County Schools Board Office
Attn: Kathy Phelps, Finance
303 Lovers Lane
Bowling Green, KY 42103

Offerors are cautioned to be aware of check-in, security procedures, and potential long lines at the Board Office. Delays due to these procedures shall not be justification for acceptance of a late proposal. All proposals shall be date and time stamped and initialed by the WCPS employee on duty.

[The remainder of this page intentionally left blank.]

ATTACHMENT A

SOLICITATION RESPONSE COVER PAGE

The signature on this page certifies that all information provided by the Offeror in response to this RFP is accurate, and goods and services will be provided as promised and according to all applicable laws and regulations.

RFP # 2026-09
Fencing Services

Issued by:
Warren County Public Schools
303 Lovers Lane
Bowling Green, KY 42103

Date RFP Issued: 10/2/2025 Date/Time RFP closes: 10/13/2025 at 10:00 am (CT)

OFFEROR TO COMPLETE THE FOLLOWING:

Ownership type:

_____ Sole Proprietorship Social Security Number _____
(or)

_____ Partnership FEIN # _____
(or)

_____ Corporation FEIN # _____

Offeror Name: _____

Offeror Representative: _____

Representative Telephone: _____

Representative Email: _____

Offeror Physical Address: _____

_____

_____

_____ _____

Signature *[REQUIRED]* **Date**

ATTACHMENT B

NON-DISCRIMINATION / MINORITY-OWNED BUSINESS FORM

The Warren County Board of Education supports minority businesses, women's business enterprises, and labor surplus area firms.

The Warren County Board of Education needs confirmation from your company of your compliance and/or intent to comply with the Federal, State, Local, and Board regulations to Non-Discrimination on all Contracts awarded by the Board of Education.

Please answer the following:

Is your company complying with Federal regulations relating to Non-Discrimination?

Check one YES_____ NO_____

Is your company a minority-owned business?

Check one YES_____ NO_____

Offeror Name:_____

[The remainder of this page intentionally left blank.]

ATTACHMENT C

Required Affidavit for Bidders, Offerors, and Contractors
(KRS 45A.110 & 45A.115)

Affidavit Effective for One (1) Year from Date of Execution

Instructions: Pursuant to KRS 45A.110 and 45A.115, a bidder, offeror, or contractor ("Contractor") is required to submit a Required Affidavit for Bidders, Offerors, and Contractors to be awarded a contract, or for the renewal of a contract. An authorized representative of the contracting party must complete the attestation below, have the attestation notarized, and return the completed affidavit to the Commonwealth.

Attestation

As a duly authorized representative for the Contractor, I swear and affirm under penalty of perjury, that that the Contractor has not knowingly violated campaign finance laws of the Commonwealth of Kentucky and that the award of a contract will not violate any provision of the campaign finance laws of the Commonwealth. For purposes of this attestation, "Knowingly" means that the bidder or offeror is aware or should have been aware of the existence of a violation. The bidder or offer understands that the Commonwealth retains the right to request an updated affidavit at any time.

_____ _____
Signature Printed Name

_____ _____
Title Date

Company Name:_____

Address:_____

_____

_____

Subscribed and sworn to before me by _____ _____
(Affiant) (Title)

of _____, this _____ day of _____, 20____.
(Company Name)

_____
(Notary Public)

My Commission Expires:_____ Seal of Notary

ATTACHMENT D

REQUIRED AFFIDAVIT FOR BIDDERS, OFFERORS, AND CONTRACTORS CLAIMING RESIDENT BIDDER STATUS

If claiming Kentucky residency status this completed form must be notarized and submitted with the Offeror's technical proposal.

FOR BIDS AND CONTRACTS IN GENERAL:

The bidder or Offeror hereby swears and affirms under penalty of perjury that, in accordance with KRS 45A.494(2), the entity bidding is an individual, partnership, association, corporation, or other business entity that, on the date the Contract is first advertised or announced as available for bidding:

1. Is authorized to transact business in the Commonwealth;
2. Has for one year prior to and through the date of advertisement
    a. Filed Kentucky corporate income taxes;
    b. Made payments to the Kentucky unemployment insurance fund established in KRS 341.49; and
    c. Maintained a Kentucky workers' compensation policy in effect.

Warren County Public Schools reserves the right to request documentation supporting a bidder's claim of resident bidder status. Failure to provide such documentation upon request shall result in disqualification of the bidder or Contract termination.

_____ _____

Signature Printed Name

_____ _____

Title Date

Company Name:_____

Address:_____

_____

_____

Subscribed and sworn to before me by _____ _____
(Affiant) (Title)

of _____, this _____ day of _____, 20___.
(Company Name)

_____
(Notary Public)

My Commission Expires:_____ Seal of Notary

ATTACHMENT E - GENERAL CONDITIONS

The Fencing Contractor will make repairs to the District's galvanized chain link, vinyl coated, and other fences as needed. As needed, the Contractor may install new fencing of any type (galvanized chain link, vinyl coated, aluminum, steel, privacy, decorative, etc.). Contractor must provide its own equipment.

Contractors shall provide everything needed to perform these services (all-inclusive), including but not limited to equipment, tools, labor, materials, permits, bonds (if applicable), and supervision.

The District may purchase its own materials for projects, but please state your materials mark-up rate below in case we need you to provide them.

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 automobile traffic.

Contractor shall report all malfunctions or potential problems to a District authorized representative in writing as quickly as possible, but no later than 5 calendar days. Any damage to District property (including property belonging to staff, students, visitors, passersby, etc.) must be reported immediately to the District.

Emergencies involving serious damages or malfunctions shall be reported immediately. Personal injuries shall be immediately reported to the appropriate emergency response agencies, as well as reported to the District as soon as possible after alerting emergency response.

The Contractor is fully responsible for all expenses related to property damage and personal injury as a result of the fault of the Contractor, its employees, or its subcontractors.

SERVICE CALLS

HOURS OF WORK - It is intended that the Contractor shall accomplish most work during normal business hours and on a straight time basis. Standard hours of work shall be Monday - Friday, 7:00 am to 5:00 pm, excluding District-observed holidays and closures, unless otherwise directed in writing by the District. All routine work will be scheduled as to minimize disruption during school hours. Work shall not be accomplished on an overtime basis unless prior approval has been obtained from the District Facilities Department or other authorized District employee.

- The Contractor shall submit for each job a Service Contractor Work Order. The work order must be signed by a District representative. All projects shall be quoted with specific line items for labor and materials.
- The Contractor must check in and out with the District Facilities Department or other authorized district employee to determine the tasks required and open a work order that specifies the work and labor force required.
- All material and debris from the work shall be removed by the Contractor. Premises shall always be left clean.
- The Contractor must not cause any avoidable interruption or interference with other contractors or School District operations.
- The District Facilities Department or other authorized district employee is expected to sign off on the work order before the contractor leaves the work site.

- Within 24 hours of completing the service, the Contractor shall notify the District that the work has been completed. If other services are required, the Contractor shall submit a detailed cost estimate to the District and obtain approval from the authorized representative prior to commencing work. The District will work with the Contractor to determine what constitutes other services.

SUBCONTRACTING

It is desired that the successful Offeror be able to perform all the services described herein. However, the District may approve the use of subcontractors on a limited basis. In such cases, the Offeror must agree to the following conditions for subcontractors to be considered:

1. The Offeror must inform the District of the subcontractor intended to be used.
2. The Offeror must receive written (email or hardcopy) prior approval from the District prior to allowing the subcontractor to perform services.
3. The Offeror shall assume all responsibility for the subcontractor.
4. The subcontractor shall be held to and perform services according to the terms of the Offeror's awarded Contract.

NUMBER OF WORKERS - The hourly rates reflect the amount a contractor will charge per hour per person. Hours billed shall equal the exact number of hours each person worked on the project, with all hours being charged at the same rate as noted on the Contract. The contractor must arrive at any project quoted, prepared with the appropriate personnel and equipment to perform the project.

CONTRACTOR'S PERSONNEL - The Contractor shall only use trained personnel who are directly supervised by the Contractor unless prior approval is obtained. If applicable, the Contractor and/or any worker who perform oversight of the work shall hold a valid, applicable Kentucky License.

BACKGROUND CHECKS - All workers who perform these services on District property shall have background checks done prior to commencing any work. To schedule background checks, the Offeror shall contact the Warren County Schools Central Office at 303 Lovers Lane, Bowling Green, KY 42103 between 8:00 am - 4:00 pm or call 270-781-5150. The Offeror is responsible for all fees associated with obtaining background checks.

No employee of the Offeror shall be assigned or allowed on school district property who is a registered sex offender or who is otherwise prohibited by law from being on school district property.

DRESS CODE - The following Dress Code is expected to be adhered to:

- No head gear worn in the buildings while school is in session
- Shirts are to be worn always
- Shirts may not be torn or cut off
- No unsightly logos on shirts such as Beer Advertising, Tobacco, etc.

The School District reserves the right to ask the Offeror to remove any employee of the Offeror whom the district finds objectionable.

MATERIALS SAFETY DATA SHEETS - As applicable, Contractors agree to submit a Material Safety Data Sheet for each toxic or hazardous substance or mixture when deliveries are made.

LAWS - Contractors agree to comply with all requirements and all applicable Federal, State, Local, and industry laws and regulations.

PERMITS AND LICENSES - This District typically obtains its own permits. If the District is unable to obtain a permit, the Contractor will be expected to obtain the permit as necessary. Payments for permits and licenses will be based on the billed cost to the Contractor. This pay provision relates to permits and licenses that are exclusive and for one-time use for work performed under this contract.

EQUIPMENT RENTAL - Any equipment that is rented by the Contractor for the performance of its contract is required to be authorized prior to commencing work by the District Maintenance Department and charged to the District at the same rate as billed to the Contractor by the rental company.

INSPECTION - Warren County Public Schools reserves the right to inspect all work in progress or completed. Any omission or failure on the part of Warren County Public School's representatives to disapprove or reject inferior or defective work or materials shall not be construed to be an acceptance of such work or material. If any defective work or material is found during inspection, the contractor shall do the work again to the District's satisfaction at no extra cost to the District.

If the contract documents or any laws, ordinances, or regulations of any public authority require any work to be tested or approved, the Contractor shall give the District adequate notice of its readiness for inspection by the proper authorities. If any such work shall be covered up without approval or consent, it must, if required by the proper authorities, be uncovered for examination at the Contractor's expense.

REPORTS - The Contractor shall maintain and keep current a summary report that will reflect cumulative dollar figures for items invoiced. This report shall be made available to Warren County Public Schools upon request (within 14 calendar days) and shall reflect cumulative dollar figures for each wage/labor category, Contractor cost, and applicable markup for parts and/or materials, and costs for authorized equipment rental.

WARRANTY OF MATERIALS AND WORKMANSHIP - Contractor shall protect all District property from any damage. Damage caused by the contractor shall be repaired at the service company's expense.

All workmanship shall conform to best practices in the trade and be performed by skilled and licensed labor in the field and comply with all federal, state, and local laws and regulations. Work not conforming to these warranties shall be considered defective. The District will reject any unsatisfactory services and require them to be done to the District's satisfaction at no extra cost to the District.

PAYMENT - The Contractor shall submit an invoice for each service and be paid for each approved invoice.

The invoice shall adhere to the following:

- Identify the services performed, the location the services were provided, the date(s) and time(s) of the services, names of representatives who completed the services, who authorized it, and the applicable work order.
- Show the labor hours and costs, the contractor cost, the mark-up of all materials used, and any other miscellaneous charges (specifically identified).
    - Labor shall be invoiced at the contracted hourly rates.
- If a permit was required, the work order must have the inspector's signature.
- Parts/materials shall be invoiced at actual cost plus the contracted percentage mark-up and invoices shall show quantities and unit costs.
    - Copies of the Contractor's own parts/materials invoices shall be made available to the District upon request.
- Be submitted within 15 days of completion of services to

Warren County Public Schools
Attn: Accounts Payable
303 Lovers Lane
Bowling Green, KY 42103

- Upon satisfactory delivery of items and/or completion of services, invoices shall be paid by the District within 30 calendar days of receipt.

The District reserves the right to request copies of Contractor invoices to verify invoiced amounts coincide with the terms of the Contract.

MANDATORY REQUIREMENTS

Offerors shall meet the following requirements, as applicable:

Have been regularly and actively engaged in the applicable contracting business, and performed the type of work described in the applicable Scope of Work for a minimum of 3 years.
CONTRACTOR TO INDICATE CONFORMANCE WITH INITIALS: YES_____ NO_____

Contractor agrees to have background checks obtained at the Contractor's expense for all workers prior to commencing any work.
CONTRACTOR TO INDICATE CONFORMANCE WITH INITIALS: YES_____ NO_____

Maintain a 24-hour, 7 days per week emergency response telephone number that is staffed by a person (cell phone is acceptable) and not just an answering machine.
CONTRACTOR TO INDICATE CONFORMANCE WITH INITIALS: YES_____ NO_____

Carry the required amount of insurance stated in Article 39. Certification of insurance shall be provided to Warren County Public Schools prior to commencement of work and not later than 5 business days from notice of contract award. Insurance shall remain active during the full term of the Contract.
CONTRACTOR SHALL INDICATE CONFORMANCE WITH INITIALS: YES_____ NO_____
OR WILL OBTAIN THE INSURANCE IF AWARDED A CONTRACT: _____

CONTRACTORS SHALL PROVIDE 2-3 REFERENCES that are satisfactory to Warren County Public Schools and will serve to illustrate the ability of your company to act as the primary conveyor to accomplish the services. References used for this purpose shall be public agencies, commercial, or industrial accounts for which your company has provided services while serving in the capacity as the primary contractor, versus a subcontractor, and has maintained a contractual work agreement for accomplishing these services for a period not less than 12 consecutive months.

Warren County Public Schools may be a reference.

USE THE FORM ON THE NEXT PAGE TO PROVIDE REFERENCES.

REFERENCES

REFERENCE #1

Organization/Business Name: _____

Organization/Business Representative Contact Name: _____

Organization/Business Address: _____

_____

Organization/Business Email Address, if applicable: _____

Organization/Business Telephone Number: _____

REFERENCE #2

Organization/Business Name: _____

Organization/Business Representative Contact Name: _____

Organization/Business Address: _____

_____

Organization/Business Email Address, if applicable: _____

Organization/Business Telephone Number: _____

REFERENCE #3

Organization/Business Name: _____

Organization/Business Representative Contact Name: _____

Organization/Business Address: _____

_____

Organization/Business Email Address, if applicable: _____

Organization/Business Telephone Number: _____

ATTACHMENT E - GENERAL CONDITIONS

(1) Contractor may sign and date this page

-or -

(2) Copy and paste these General Conditions onto a separate document and respond accordingly.

- Offeror should note any areas it may not be able to meet, along with the reasons for those.
- Please label any supplementary documentation with the associated section.

By signing below, Offeror agrees to comply with all Attachment E - General Conditions while under Contract with the District for the goods/services provided as a result of this RFP.

ATTACHMENT E - GENERAL CONDITIONS

Offeror Name: _____

_____ _____

Signature **Date**

[The remainder of this page intentionally left blank.]

ATTACHMENT F - TECHNICAL RESPONSE - [MAX POINTS 300]

Contractor may copy and paste this onto a separate document and respond accordingly.

***** Address in detail all items below *****

Company Overview (3-page limit) [50 points]
Provide a brief company history including any parent corporation and/or subsidiaries (as applicable), as well as any other pertinent information.

Qualifications and Experience (3-page limit) [200 points]
Describe your company's qualifications and experience for providing these services noted in Article 4 - Scope of Work.

Warranty (3-page limit) [50 points]
Describe your warranty terms, including the warranty period and how the terms apply to parts and labor.

[The remainder of this page intentionally left blank.]

ATTACHMENT G - RATE CHART - [MAX POINTS 600]

COST PROPOSAL - RFP 2026-09
FENCING SERVICES CONTRACTOR - RATE CHART

Awarded Contractor may be asked to provide individual project quotes (subject to acceptance) or an estimated number of hours (at the awarded Contract hourly rate).

>> SUBMIT YOUR HOURLY RATES BELOW <<

Categories →	Standard Weekly Hourly Rate	Overtime Hourly Rate	Weekend Hourly Rate	Holiday Hourly Rate	Emergency Hourly Rate
Hourly Rates →	$	$	$	$	$
Max Points Available →	300 pts	50 pts	50 pts	50 pts	50 pts

>> SUBMIT YOUR MATERIAL MARK-UP RATE BELOW <<

Material Mark-Up Rate		**%**

50 pts

[For evaluation purposes, a 0% mark-up rate will be evaluated as a 1% mark-up rate. However, if awarded a contract, the vendor will honor the 0% mark-up rate.]

>> SUBMIT YOUR RESPONSE TIMES BELOW <<

Standard Response Time (business hours)	

25 pts

Emergency Response Time (business hours)	

25 pts

List any other fees not requested above and when they will be applied. These may be factored into the evaluation process.

Offeror Name: _____

_____ _____

Signature **Date**

END OF RFP 2026-09