



CHRISTIAN COUNTY
— PUBLIC SCHOOLS —
A Community Committed to Phenomenal Schools

INVITATION TO BID
PAINTING CONTRACTOR - DR MARTIN LUTHER KING JR. EARLY LEARNING CENTER

The Christian County Board of Education invites you to submit a sealed bid for the Painting Contractor Services for Dr. Martin Luther King Jr. Early Learning Center.

Time and Place of Bidding.

Sealed Bids will be received in the office of the Christian County Board of Education ("CCBOE"), P.O. Box 609, 200 Glass Avenue, Hopkinsville, Kentucky 42241-0609, until **8:30 a.m., June 18, 2025.**

Bids will be opened and acknowledged for receipt at **8:30 a.m., June 18, 2025** at the office of the Christian County Board of Education, 200 Glass Avenue, Hopkinsville, Kentucky. Christian County Board of Education accepts no responsibility for bids arriving late. Bids received after the bid opening time and date will not be opened or read for consideration.

Each bid must be signed by the Bidder with his usual signature. Bids by a Partnership must be signed with the partnership name by one of the members of the partnership, or by an authorized representative, followed by the signature and title of the person signing. Bids by Corporations must be signed with the name of the corporation, followed by the signature and designation of the president, secretary, or person authorized to legally bind the corporation.

The following forms must be returned in a sealed envelope and marked on the outside with **"SEALED BID PAINTING CONTRACTOR, ATTN: JESSICA DARNELL"**.

- a. Bid Form
- b. Christian County Board of Education Required Sworn Statement Regarding Violation of Campaign Finance Law
- c. Christian County Board of Education Required Non-Collusion Affidavit
- d. Christian County Board of Education Required Affidavit for Bidders, Offerors and Contractors Claiming Resident Bidder Status for Bids and Contracts in General

At the specified time stated above, all bids shall be opened and those that are in order, properly signed, etc., will be read aloud. Any interested parties may attend. No awards will be made until after a review is complete. All proposals are subject to verification.

Awarding the contract.

After the bids have been tabulated and studied, agents and/or company representatives may be interviewed by the superintendent, or person designated by the superintendent, concerning their bid.

The board will give formal consideration to these bids and reserves the right to accept any bid, reject any or all bids, and to waive any informalities received where such acceptance, rejection, or waiver is considered to be in the best interest of CCBOE. CCBOE also reserves the right to reject any bid where evidence or information submitted by the Bidder does not satisfy CCBOE that the Bidder is qualified to carry out the requirements of the contract documents.



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Any questions should be directed to Trevor Herndon, Director of Facilities for the Christian County Board of Education, at (270) 887-7090.

The said contract may be canceled at any time by either party upon notice of not less than thirty (30) calendar days from date of receipt.

General Conditions.

In case of default by the Bidder, CCBOE may procure the articles or services from other sources and hold the Bidder or contractor responsible for any excess cost occasioned thereby.

Prices shall be stated in units of quantities specified.

Prices quoted, unless otherwise stated by the bidder, will be considered as being based on delivery to destination as designated and to include any charges for packing, crating, containers, etc., and being in strict accordance with specifications as shown.

Whenever a reference is made in the specifications or in describing the materials, supplies or services required, or a particular trade name, manufacturer's catalog, or model number, the Bidder, if awarded a contract, will be required to furnish the particular item referred to in strict accordance with the specifications or description unless a departure or substitution is clearly noted and described in the proposal by the Bidder.

The Bidder, if awarded an order or contract, agrees to protect, defend, and save harmless CCBOE against any demand for the use of any patented materials, process, article, or device, that may enter into the manufacture, construction, or form a part of the work covered by either order or contract and he further agrees to indemnify and save harmless CCBOE from suits or actions of every nature and description brought against it, for or on account of any injuries or damages received or sustained by any party or parties, by or from any of the acts of the contractor, his servants, or agents.

Terms and conditions, unless stated otherwise herein, are to be effective for one year from the date of bid acceptance by the CCBOE.

All bids shall remain valid for a period of sixty (60) days after bid opening unless a longer period is otherwise stated herein.

All federal, state, and local law requirements must be followed.

Specifications and Requirements are enclosed. A conflict between Specifications and Requirements and the above General Conditions shall be construed in favor of the Specifications and Requirements.



Specifications and Requirements.

The work involved under this contract is for the painting of specific areas of Dr. Martin Luther King Jr. Early Learning Center School.

The time frame for completion shall be ninety (90) calendar days. All painting and clean-up work shall be completed within this time period. Late penalties will be assessed at \$500.00 per calendar day.

The successful bidder shall be responsible for the following:

- Painting the following areas of Dr. Martin Luther King Jr. Early Learning Center
 - Classrooms
 - Door Frames
 - Doors
 - Hallways
 - Restrooms
 - Restroom partitions
- Visit the site to verify the square footage of the rooms to be painted, number of doors, door frames, and restroom partitions to be painted
- Bid shall include all paint, supplies, labor, and equipment necessary to complete the job.
- Bidders who would like to visit the site prior to the bid opening may contact Trevor Herndon, Director of Facilities for Christian County Board of Education at (270) 887-7090.

Insurance:

During the term of the contract and before any part of the services are performed or the goods are delivered, Bidder shall, at Bidder's sole expense, cause to be issued and maintained not less than the insurance coverage set forth below:

- A. Broad Form Comprehensive General Liability, including Products and Completed Operations.
 - 1. Bodily Injury:
 - a. \$1,000,000 each occurrence
 - b. \$2,000,000 aggregate
 - 2. Property Damage:
 - a. \$1,000,000 each occurrence
- B. Umbrella Insurance Aggregate limits of liability: \$2,000,000
- C. Bodily injury and Property Damage Liability Personal and Advertising Injury Liability
- D. Workers Compensation for all employees used on the job pursuant to statute.



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CCBOE should be named additional insured on General Liability with a Waiver of Subrogation.

Certificates of insurance, issued by companies authorized to do business in the state of Kentucky, satisfactory in form to CCBOE and signed by the Bidder's insurer shall be supplied by Bidder to CCBOE evidencing that the above insurance is in force and that not less than thirty (30) calendar days written notice will be given to CCBOE prior to any cancellation or restrictive modification of the policies. Bidder shall replace any cancelled policy within the thirty (30) day notice period so that there is no lapse in coverage at any time during the period covered by this contract.

Payment:

Payment will be made in increments as the job is completed. At the time of award and approval of contract by CCBOE, payment of 20% of the bid amount will be made to the awarded bidder.

Within 45 days of the award of the contract by the CCBOE, the next payment to the awarded bidder will be in the amount of 70% of the bid amount.

Within fifteen (15) days after completion of the work, and before acceptance and payment will be made, the Bidder shall clean and remove from the work site and adjacent property all surplus and discarded materials, rubbish and trash; restore in an acceptable manner all property impacted by this work, and leave the site of the work in a neat and presentable condition.

Final payment (10% of the bid amount) will be made to the successful Bidder at the completion of the project following a satisfactory inspection of Dr. Martin Luther King Jr. Early Learning Center by the owner's representative. The successful Bidder will be required to correct any deficiencies that may exist before payment will be made. Once all issues have been addressed, payment will be made within thirty (30) days.



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BID FORM

Christian County Public Schools Board of Education
200 Glass Avenue
P.O. Box 609
Hopkinsville, KY 42241-0609

To Whom It May Concern:

We, the undersigned, have carefully examined the conditions, specifications, requirements and other bid documents for the Painting Contractor - Dr. Martin Luther King Jr. Early Learning Center, as listed on this and the attached sheets and agree to provide these services in accordance with all bid documents as follows:

Total Bid Price for Painting Contractor - Dr. Martin Luther King Jr. Early Learning Center:

\$ _____

The undersigned further declares that this bid is in all respects fair and without collusion of fraud, that no member of this board of education of the Christian County School District, or other office of said school district, or any person in authority of said school district, is directly or indirectly interested in this bid or any portion of the profits thereof.

Firm _____

By (print) _____

By (sign) _____

Title _____

Address _____

Phone _____

Date _____



Kentucky Model Procurement Code Guidelines for Bids

The Christian County Board of Education has adopted the Kentucky Model Procurement Code, KRS 45A.345 to 45A.460. The code can be reviewed at <http://www.lrc.ky.gov/KRS/045A00/CHAPTER.HTM>. The Board, all bidders, and all contractors must comply with all provisions of that code, including, but not limited to the following:

45A.343 Local public agency may adopt provisions of KRS 45A.345 to 45A.460 -- Effect of adoption -- Contracts required to mandate revealing of violations of and compliance with specified KRS chapters -- Effect of nondisclosure or noncompliance.

- (1) Any local public agency may adopt the provisions of KRS 45A.345 to 45A.460. No other statutes governing purchasing shall apply to a local public agency upon adoption of these provisions.
- (2) After July 15, 1994, any contract entered into by a local public agency, whether under KRS 45A.345 to 45A.460 or any other authority, shall require the contractor and all subcontractors performing work under the contract to:
 - (a) Reveal any final determination of a violation by the contractor or subcontractor within the previous five (5) year period pursuant to KRS Chapters 136, 139, 141, 337, 338, 341, and 342 that apply to the contractor or subcontractor; and
 - (b) Be in continuous compliance with the provisions of KRS Chapters 136, 139, 141, 337, 338, 341, and 342 that apply to the contractor or subcontractor for the duration of the contract.
- (3) A contractor's failure to reveal a final determination of a violation by the contractor of KRS Chapters 136, 139, 141, 337, 338, 341, and 342 or to comply with these statutes for the duration of the contract shall be grounds for the local public agency's:
 - (a) Cancellation of the contract; and
 - (b) Disqualification of the contractor from eligibility for future contracts awarded by the local public agency for a period of two (2) years.
- (4) A subcontractor's failure to reveal a final determination of a violation by the subcontractor of KRS Chapters 136, 139, 141, 337, 338, 341, and 342 or to comply with these statutes for the duration of the contract shall be grounds for the local public agency's disqualification of the subcontractor from eligibility for future contracts for a period of two (2) years.

45A.395 Determination of responsibility -- Right of nondisclosure.

- (1) A written determination of responsibility of a bidder or offeror shall be made, based on a reasonable inquiry conducted by the local public agency. The unreasonable failure of a bidder or offeror to promptly supply information upon request may be grounds for a determination of nonresponsibility of such bidder or offeror.
- (2) A written determination of responsibility of a bidder or offeror shall not be made until the bidder or offeror provides the local public agency with a sworn statement made under penalty of perjury that he has not knowingly violated any provision of the campaign finance laws of the Commonwealth and that the award of a contract to the bidder or offeror will not violate any provision of the campaign finance laws of the Commonwealth. "Knowingly"



means, with respect to conduct or to a circumstance described by a statute defining an offense, that a person is aware or should have been aware that his conduct is of that nature or that the circumstance exists.

- (3) Except as otherwise provided by law, information furnished by a bidder or offeror pursuant to this section may not be disclosed outside of the local public agency without prior written consent of the bidder or offeror.

45A.400 Prequalification of bidders and offerors.

Suppliers may be prequalified as responsible prospective contractors for particular types of supplies, services, and construction. No supplier shall be prequalified as a responsible prospective contractor until the supplier provides the local public agency with a sworn statement made under penalty of perjury that he has not knowingly violated any provision of the campaign finance laws of the Commonwealth and that the award of a contract to the supplier will not violate any provision of the campaign finance laws of the Commonwealth. "Knowingly" means, with respect to conduct or to a circumstance described by a statute defining an offense, that a person is aware or should have been aware that his conduct is of that nature or that the circumstance exists. Solicitation mailing lists of potential contractors of such supplies, services, and construction shall include, but shall not be limited to, such prequalified prospective contractors. Prequalification shall not foreclose a written determination:

- (1) Between the time of bid opening or receipt of offers in the making of an award that a prequalified prospective contractor is not responsible; or
- (2) That a prospective contractor who is not prequalified at the time of bid opening or receipt of offers is responsible.

45A.455 Conflict of interest; gratuities and kickbacks; use of confidential information

- (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



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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) The prohibition against conflicts of interest and gratuities and kickbacks shall be conspicuously set forth in every local public agency written contract and solicitation therefor.
- (5) 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.

45A.490 Definitions for KRS 45A.490 to 45A.494.

As used in KRS 45A.490 to 45A.494:

- (1) "Contract" means any agreement of a public agency, including grants and orders, for the purchase or disposal of supplies, services, construction, or any other item; and
- (2) "Public agency" has the same meaning as in KRS 61.805.

45A.494 Reciprocal preference to be given by public agencies to resident bidders -- List of states -- Administrative regulations.

- (1) Prior to a contract being awarded to the lowest responsible and responsive bidder on a contract by a public agency, a resident bidder of the Commonwealth shall be given a preference against a nonresident bidder registered in any state that gives or requires a preference to bidders from that state. The preference shall be equal to the preference given or required by the state of the nonresident bidder.
- (2) A resident bidder 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:
 - (a) Is authorized to transact business in the Commonwealth; and
 - (b) Has for one (1) year prior to and through the date of the advertisement, filed Kentucky corporate income taxes, made payments to the Kentucky unemployment insurance fund established in KRS 341.490, and maintained a Kentucky workers' compensation policy in effect.
- (3) A nonresident bidder is an individual, partnership, association, corporation, or other business entity that does not meet the requirements of subsection (2) of this section.
- (4) If a procurement determination results in a tie between a resident bidder and a nonresident bidder, preference shall be given to the resident bidder.
- (5) This section shall apply to all contracts funded or controlled in whole or in part by a public agency.
- (6) The Finance and Administration Cabinet shall maintain a list of states that give to or require a preference for their own resident bidders, including details of the preference given to such bidders, to be used by public agencies in determining resident bidder preferences. The cabinet shall also promulgate administrative regulations in accordance with KRS



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Chapter 13A establishing the procedure by which the preferences required by this section shall be given.

- (7) The preference for resident bidders shall not be given if the preference conflicts with federal law.
- (8) Any public agency soliciting or advertising for bids for contracts shall make KRS 45A.490 to 45A.494 part of the solicitation or advertisement for bids.

Pursuant to KRS 156.480 certain employees of the Board and Department of Education are also prohibited from contracting with the Board. KRS 156.480 states as follows:

156.480 Employees of department or school districts with decision-making authority prohibited from supplying goods or services for which school funds are expended -- Penalties.

- (1) No commissioner, associate commissioner, deputy commissioner, director, manager, purchasing agent, or other employee of the Department of Education with decision-making authority over the financial position of a school, school district, or school system shall have any pecuniary interest in the school, school district, or school system, either directly or indirectly, in an amount exceeding twenty-five dollars (\$25) per year, either at the time of or after his appointment to office, in supplying any goods, services, property, merchandise, or services, except personal services that are in addition to those required by contract for employment, of any nature whatsoever for which school funds are expended. If any person specified in this subsection receives, directly or indirectly, any gift, reward, or promise of reward for his influence in recommending or procuring the use of any goods, services, property, or merchandise of any kind whatsoever for which school funds are expended, he shall upon conviction be fined not less than fifty dollars (\$50) nor more than five hundred dollars (\$500), and his office or appointment shall without further action be vacant.
- (2) No employee of any county or independent school district with decision-making authority over the financial position of the school district shall have any pecuniary interest, either directly or indirectly, in an amount exceeding twenty-five dollars (\$25) per year, either at the time of or after his appointment to office, in supplying any goods, services, property, merchandise, or services, except personal services that are in addition to those required by contract for employment, of any nature whatsoever for which school funds are expended. If any person specified in this subsection receives, directly or indirectly, any gift, reward, or promise of reward for his influence in recommending or procuring the use of any goods, services, property, or merchandise of any kind whatsoever for which school funds are expended, he shall upon conviction be fined not less than fifty dollars (\$50) nor more than five hundred dollars (\$500), and his office or appointment shall without further action be vacant.



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Christian County Board of Education

Required Sworn Statement Regarding Violation of Campaign Finance Law

The bidder or offeror hereby swears and affirms under penalty of perjury that, in accordance with KRS 45A.395 and 45A.400, he/she has not knowingly violated any provision of the campaign finance laws of the Commonwealth and that the award of a contract to the bidder or offeror will not violate any provision of the campaign finance laws of the Commonwealth.

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Company Name: _____

Address: _____

I, _____, a Notary Public, do hereby certify that on this _____ day of _____, 20____, personally appeared before me _____, known to me to be the person whose name is subscribed to the foregoing instrument, and swore and acknowledged to me that he/she executed the same for the purpose and in the capacity therein expressed, and that the statements contained therein are true and correct.

Notary Public

State

Printed Name

My Commission Expires:



**Christian County Board of Education
Required Non-Collusion Affidavit**

_____ being first duly sworn, deposes and says that he/she is _____ of _____, the party making the foregoing bid; that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and further, that the bidder has not directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company associations, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Signature

Printed Name

Subscribed and sworn to (or affirmed) before me, on this _____ day of _____, 20____.

Notary Public

My Commission Expires:



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**Christian County Board of Education
Required Affidavit for Bidders, Offerors and Contractors Claiming Resident
Bidder Status for Bids and Contracts in General**

The bidder or offeror hereby swears and affirms under penalty of perjury that, in accordance with KRS 451.494(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.

The BIDDING AGENCY 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: _____

I, _____, a Notary Public, do hereby certify that on this _____ day of _____, 20____, personally appeared before me _____, known to me to be the person whose name is subscribed to the foregoing instrument, and swore and acknowledged to me that he executed the same for the purpose and in the capacity therein expressed, and that the statements contained therein are true and correct.



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Notary Public

State

Printed Name

My Commission Expires:

OR CHECK HERE: My company is not eligible to claim this status._____