

KENOSHA UNIFIED SCHOOL DISTRICT
OFFICE OF FACILITIES
Kenosha, Wisconsin

INVITATION TO BID

KUSD BID NO. 4910 F

2026 Pleasant Prairie School Library Carpet Replacement
at
Pleasant Prairie Elementary
9208 Wilmot Road
Pleasant Prairie, WI 53158

The Kenosha Unified School District (KUSD) invites qualified flooring contractors to bid on a carpet replacement project at Pleasant Prairie Elementary, scheduled this summer 2026.

Project scope of work includes, but is not limited to, removal of existing carpet and base, supply and install new carpet and vinyl base.

This project is considered a "Turn-Key" installation project, which includes all of the necessary permits, fees and approvals included in the contractor's bid.

A mandatory contractor pre-bid, project scope review meeting and site walk-through is scheduled for March 27, 2026 at 2:00 pm. The meeting will take place at the school located at 9208 Wilmot Road, Pleasant Prairie, WI. Contractors are to gather in the North Parking Lot of the school prior to the meeting.

Sealed bids must be received no later than 1:00 pm on April 2, 2026 at the Kenosha Unified School District Purchasing Office (Room 175), located at 3600 52nd Street, Kenosha, WI 53144.

The Kenosha Unified School District (KUSD) reserves the right to accept or reject any or all bids/proposals, to waive any informality or technicality in any bid/proposal submitted, and to accept any part of a bid/proposal deemed to be in the best interest of KUSD. KUSD reserves the right to negotiate with any company after the bid opening has occurred.

KENOSHA UNIFIED SCHOOL DISTRICT REQUEST FOR PROPOSAL

Date: March 11, 2026

RFP Number: #4910 F – Pleasant Prairie School Library Carpet Replacement Project

Date Due: April 2, 2026 at 1:00 PM

SIGN AND RETURN ONE ORIGINAL, ONE PAPER COPY AND ONE ELECTRONIC COPY

INDIVIDUAL SIGNING THIS SECTION ACKNOWLEDGES THAT THEY HAVE READ THE KENOSHA UNIFIED SCHOOL DISTRICT REQUEST FOR PROPOSAL #4910 F AND CERTIFIES THAT THE NAMED ORGANIZATION AGREES TO AND IS ABLE TO MEET THE REQUIREMENTS AS LISTED IN THIS RFP. INDIVIDUAL SIGNING THIS RFP ALSO CERTIFIES THAT INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT TO THE BEST OF THEIR KNOWLEDGE.

COMPANY NAME: _____

ADDRESS: _____

PHONE NUMBER: _____

EMAIL ADDRESS: _____

THE UNDERSIGNED AGREES TO FURNISH THE SERVICES DESCRIBED AT THE NET PRICE QUOTED SUBJECT TO THE STATED CONDITIONS

GENERAL CONDITIONS

1. Quote all prices less any applicable Federal Excise or State Sales Taxes.
2. Quote all prices F.O.B. destination in Kenosha
3. Unit prices will govern if price extensions are in error.
4. KUSD reserves the right to select the unit considered most suitable for its use and to award items individually, in combination, or not at all.
5. Quoted prices to remain firm for 60 days.

PRINT NAME: _____

TITLE: _____

SIGNATURE: _____

EMAIL ADDRESS: _____

DATE: _____

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SCOPE OF WORK:

The Kenosha Unified School District invites qualified Flooring Contractors to bid on the replacement of the Library Carpet at Pleasant Prairie Elementary School. Refer to design drawings and materials list provided further in this RFP.

This scope of work is considered a “Turn Key” project provided by the Flooring Contractor which includes all labor, material and equipment, supervision and permits necessary to complete the work in full as specified in this RFP. The project will start on July 1, 2026 and must be completed no later than July 24, 2026

GENERAL TERMS AND CONDITIONS FOR BIDDING:

1. General conditions printed on prior page(s) will apply.
2. The Kenosha Unified School District (KUSD) reserves the right to accept or reject any or all bids/proposals, to waive any informality or technicality in any bid/proposal submitted, and to accept any part of a bid/proposal deemed to be in the best interest of KUSD. KUSD reserves the right to negotiate with any company after the bid opening has occurred. The Request for Proposal does not guarantee a purchase will be made.
3. Bid responses must be submitted in a sealed envelope. Please include the entire bid package as your response, including the signed cover sheet and your companies W9, with a proper authorized signature. Responses received without the signature of a bidder’s authorized agent on the cover sheet will be considered a non-responsive offer and will not be considered. Send one original, one copy, and one electronic copy (USB flash drive) of your RFP response in the sealed envelope. It is the responsibility of the bidder to ensure that proposals arrive to the specified location by the deadline for proposal submission. Late proposals may be accepted if it can be ascertained beyond a reasonable doubt that the circumstances, which caused the proposal to be late, were beyond the bidder’s control and that the proposal was submitted without prior knowledge of the contents of competing proposals. The acceptance of late proposals will be at the discretionary authority of the Purchasing Agent.
4. Bidders shall make all investigations necessary to thoroughly inform themselves regarding the delivery of services as required by the solicitation. No plea of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure to fulfill the requirements of the contract documents will be accepted as the basis for varying from the requirements of the District or the compensation to the bidder.
5. The opening will take place at the **Educational Support Center, 3600 52nd Street, Room 115B**, where they will then be publicly opened. Bidders, or their authorized agents, are invited to be present for the opening; however, no decisions or evaluation will take place – only an acknowledgement of qualifying receipt.
6. All proposals must be signed to be valid.
7. All proposals must include your companies W9, with an authorized signature.
8. Verbal commitments will NOT be honored.
9. Facsimile or email proposal responses will NOT be accepted.

10. State the terms and conditions of services being quoted. Indicate limitations and liabilities associated with the services and time frame for completion.
11. Bidders must make best efforts to ensure their product/services will not have a negative impact on the environment. Additionally, the awardee of this Request for Proposal will in part be selected based on the bidders' ability to meet all Federal and State environmental standards.
12. No item may be canceled, no price changed, once the proposal is received in our office. Orders resulting from this proposal will be considered binding.
13. Awarded vendors will be contacted by letter and will receive a subsequent purchase order.
14. Invoicing must be done through the United States Postal Service and/or emailed to jsetter@kUSD.edu
15. Unless otherwise noted, the KUSD is exempt from all and shall not pay or reimburse the successful bidder with respect to any local, state and federal taxes.
16. **Bid Security/Bid Bond:** A 5% bid bond is required on bid day. Certified or cashier's check of an open and solvent bank or bid bond with an authorized surety company payable to the Kenosha Unified School District.

PERFORMANCE, LABOR AND MATERIAL PAYMENT BOND

The successful Bidders will take out and pay for Performance, Labor and Material Payment Bond in the amount equal to one hundred percent (100%) of the contract. A Bond on the approved form of a recognized surety company must be completely filled out and submitted to the Owner by the successful Bidder before a formal Purchase Order will be issued.

CONTRACT AGREEMENT

Acceptance of a proposal is predicated on the total dollar amount to complete the project and the District's ability to secure adequate funding. In the event adequate funding is not available, the District will not award a contract. The General Terms and Conditions, the bidder's Proposal, written specifications and drawings, addenda and the Purchase Order are collectively an integral part of the contract between the District and the successful bidder.

Indemnification

- a. The successful bidder(s) shall assume the entire responsibility and liability to indemnify the Kenosha Unified School District, its elected and appointed officials, employees, volunteers and others working on behalf of the District. To the fullest extent permitted by law, the successful bidder agrees to defend, pay on behalf of, indemnify, and hold harmless the District against any and all claims, demands, suits, damages or losses, together with any and all outlay and expense connected therewith, including but not limited to attorneys' fees and court costs, that may be asserted or claimed against, recovered from or suffered by the District by reason of any injury or loss, including, but not limited to, personal injury, including bodily injury or death, property damage, including loss of use thereof, and economic damages arising out of or in any way connected or associated with any work and/or activities performed by the successful bidder pursuant to the provisions of this Agreement. The successful bidder obligation to indemnify the District contained in this Agreement is not limited by the amount or type of damages, compensation or benefits payable under any workers' compensation acts, disability benefit acts, or other employee benefit acts.
- b. The District shall not be liable or in any way responsible for any injury, damage, liability, claim, loss or

expense incurred by the successful bidder, its officers, employees, subcontractors, and others affiliated with the successful bidder, arising out of or in any way connected or associated with any work and/or activities performed by the bidder pursuant to the provisions of this Agreement, except for and only to the extent caused by the negligence of the District. The successful bidder expressly assumes full responsibility for any and all damages to the District property arising out of or in any way connected or associated with any work and/or activities performed by the successful bidder pursuant to the provisions of this proposal including, but not limited to, the activities of the bidder, its officers, employees, subcontractors, and others affiliated with the bidder.

- c. The successful bidder shall ensure that its activities on the District premises will be performed and supervised by adequately trained and qualified personnel and the bidder will observe, and cause its officers, employees, subcontractors and others affiliated with the bidder to observe all applicable safety rules.

Employees and Sub-contractors

- a. The bidder shall not assign, transfer, convey, sublet or otherwise dispose of this contract/agreement, including any or all of its right, title or interest therein, or its power to execute such contract/agreement to any person, company or corporation without prior written consent of the District.
- b. All employees of the bidder shall be considered to be, at all times, employees of the bidder under its sole direction and not an employee or agent of the District. Where required, employees shall be licensed and accredited. The District may require the successful bidder to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose continued employment on District property is not in the best interest of the District. In accordance with the District's policy regarding the use of tobacco and alcohol products and/or illegal drugs, no employee of the successful bidder shall be permitted to use these substances when performing work on District property.
- c. The successful bidder(s) shall certify that all employees employed in support of this contract/agreement who have direct contact with students, which is defined to mean being in the presence of students during regular school hours or during school-sponsored activities, have not been convicted of a felony, any offense involving the sexual molestation, physical or sexual abuse of a child, or a crime of moral turpitude.
- d. The names of all subcontractors known, or contemplated, shall be listed. The District reserves the right to approve all subcontracts.
- e. Each bidder shall submit a list of subcontractors that the bidder will contract with in the performance of the work. Attached the list on your company letter and include in response.

Termination or Cancellation

- a. In order to protect the vested interests of the District, and to ensure the efficient utilization of funds, the successful bidder shall comply with all contractual obligations contained in the General Terms and Conditions, Special Conditions and the Scope of Services. With respect to these obligations, the District will report any non-compliance issues to the successful bidder for corrective action. Continued non-compliance by the successful bidder shall be the District's justification for placing the bidder's contract/agreement on probation status or termination.
- b. In the event that the successful bidder defaults on its contract/agreement or the contract/agreement is terminated for cause due to performance, the District reserves the right to re-procure the products or services from the next choice bidder or from other sources during the remaining term of the terminated/defaulted contract/agreement.

- c. In the case of termination, costs shall be prorated to the date of termination and the parties shall execute a settlement agreement to specify the terms. Failure to agree in a settlement may be subject to arbitration
- d. With the mutual agreement of both the contractor and the District, upon receipt and acceptance of not less than thirty days' written notice, the contract/agreement may be terminated on an agreed date before the end of the contract without penalties to either party.
- e. Either party may terminate the contract/agreement because of the failure of the other party to carry out the provisions of the contract/agreement. In such case, the party terminating the contract shall give thirty days' notice of conditions endangering performance and if after notice the offending party fails to remedy the violation of the terms to the satisfaction of the other party, the contract/agreement may be terminated.
- f. In the event of the filing of a Petition in Bankruptcy by or against the successful bidder, the District shall have the right to terminate the contract/agreement by providing 15 days' notice of its intentions to terminate.
- g. If funds anticipated for these products or services do not become available for any reason, the District shall have the right to terminate the contract/agreement without penalty by giving not less than 20 days written notice documenting the lack of funding.

Disclosure of Information

- a. The laws of Wisconsin dictate that at the conclusion of the selection process the contents of the information packages be placed in the public domain and be open for inspection by interested parties. The District will treat all information submitted by a bidder as public information. Bidders are advised that the District does not wish to receive confidential or proprietary information and bidders are not to supply such information except when it is absolutely necessary. Pricing information cannot be considered confidential information. Finally, identification of the entire Bid as confidential will be deemed non-responsive and disqualify the bidder's proposal.

Examination & Disposition of Information

- a. Bidder agrees that any authorized auditor, the Office of Auditor of the State and where federal funds are involved, the Comptroller of the United States or a representative of the United States Government, shall have access to and a right to examine, audit, excerpt, and transcribe any directly pertinent books, documents, papers, and records of the bidder relating to the orders, invoices, or payment of this contract/agreement.
- b. All Bids become the property of the District and will not be returned to the bidder at the conclusion of the selection process; the contents of all Bids will be in the public domain and be open to inspection by interested parties

CONFLICTS OF INTEREST

It shall be understood and agreed that submitted bid proposals are offered independently of any other proposals. Wisconsin Statute 19.59 prohibits a person serving in a public capacity from obtaining anything of value that could reasonably be expected to influence the person's vote, official actions of judgment, or could reasonably be considered as a reward for any official action of inaction on the part of the individual.

ECONOMIC ADJUSTMENTS

Pricing, as a result of this bid, shall be firm for the life of the contract or agreement. There is no limitation on the amount of price decreases that may be made under this clause. Percentage markup for KUSD generated changes only shall be limited to the following:

- For subcontractor work, the aggregate net cost directly paid by the bidder to subcontractors or suppliers for performance of the work plus a markup not to exceed five (5%) percent.
- For self-performed work, the aggregate net cost to the bidder for performance of the work, by the bidders own workers, plus a markup not to exceed five (5%) percent.

INCURRING COSTS

Kenosha Unified School District is not liable for any costs incurred in replying to this RFP.

METHOD OF BIDS

Bids written in pencil will be rejected. Erasures or corrections of mistakes on Request for Proposal must be initialed or signed by bidder. Failure to meet any requirements listed in this bid document may be cause for disqualification of the bid. Submitted bids must include the pricing, signature page, and acknowledgement of addenda if any. A legally authorized representative of the bidder will sign the Certification of Bidder signature page in ink.

- Any information held to be proprietary by a bidder must be plainly marked as such and may not include pricing.
- If the bidder cannot meet a requirement, the term "No Bid" must be entered for that item. An alternative equivalent service can be proposed in the form of an attachment labeled "Alternate".

REFERENCES

A minimum of three (3) references from other governmental or school district customers must accompany the bid. The "Reference Data Sheet" should be returned with the bid. Additional references may be contacted that are known to the District but not provided by the bidder.

NUMBER OF BIDS REQUIRED

Unless otherwise specified, one (1) original, one (1) paper copy and one (1) electronic copy of the entire bid. Please include a USB flash drive as the electronic copy containing all bid documents in the sealed bid envelope. This is a sealed bid; emailed bids CANNOT be accepted.

ADDRESSING OF BIDS

The bid shall be submitted in a sealed envelope, marked with the bidder's return address, and must be addressed as follows:

Kenosha Unified School District – Purchasing Dept.
3600 52nd Street, Room 175
Kenosha, WI 53144

The following remarks must be noted on the RFP sealed envelope:

**RFP #4910F – Pleasant Prairie Library Carpet Replacement Project
Due: 04/02/2026 at 1:00PM**

CALENDAR OF EVENTS

Issuance Date	March 11, 2026
Mandatory Pre-Bid Contractor Site Meeting	March 27, 2026 @ 2:00pm
Bid Due Date	April 2, 2026 @ 1:00pm

Sealed bids will be accepted no later than 1:00pm on the due date at the Kenosha Unified School District's Purchasing Office, Room 175. The opening will take place at the Educational Support Center, 3600 – 52nd St, Kenosha, where they will then be publicly opened and read aloud. Bidders or their authorized agents are invited to be present for the opening; however, no decisions or evaluation will take place – only an acknowledgement of qualifying receipt.

Late bids and bids received via facsimile will not be accepted and shall remain unopened.

ADDENDA

If it becomes necessary to revise any part of this RFP or otherwise provide additional information, an addendum will be issued by Kenosha Unified School District's Purchasing Department and furnished to all individuals who have received copies of the original RFP. Bidders are required to acknowledge receipt of all addenda by listing such addenda on the Certification of Bidder Signature Page.

WITHDRAWAL OF BIDS

Bids may be withdrawn by written or facsimile request received from bidder prior to time and date fixed for bid opening. Negligence on the part of the bidder in preparing the bid confers no right for withdrawal of the bid after it has been opened. Withdrawn bids will be retained in the RFP file but remain unopened.

ADMENTS TO BIDS

Each bidder will be allowed a period of forty-eight (48) hours after the time and date set for receipt of bids to notify Kenosha Unified School District's Purchasing Department in writing of a material mistake in the bid. Failure of bidder to notify Kenosha Unified School District's Purchasing Department in the manner and within the time limit specified above will constitute a waiver by the bidder of all rights and remedies relative to a material mistake. Formal bid amendments thereto, or requests for withdrawal of bid received by Kenosha Unified School District's Purchasing Department after time specified for opening will not be considered.

QUESTIONS

Bidders with doubt as to the true meaning of any requirements or specifications included in this RFP must submit a written request for clarification to the District personnel listed below via email:

Corki Roth – Purchasing Specialist
Kenosha Unified School District
3600-52nd St., Kenosha WI 53144
Phone 262-359-6338 | Email croth@kUSD.edu

John Setter, AIA – Director of Facilities
Kenosha Unified School District
3600-52nd St., Kenosha WI 53144
Phone 262-359-6331 | Email jsetter@kUSD.edu

The Purchasing Agent of the District will work with authorized District personnel to respond to all inquiries and will render an official response to the question in writing to all bidders. All bidder questions and answers will be publically posted to the district's Purchasing Department website via Addenda.

SCOPE OF WORK

Remove and properly dispose off-site of all the existing carpet and vinyl base in the library (Areas A1, A2) and office spaces (Areas B & C) as shown on the floor plan provided. Prepare existing concrete floors for new adhesive and carpet as required for a manufacturer's warranted installation. The entire room must be swept and vacuumed before carpet installation takes place. Inform the owner of any imperfections in the concrete floor prior to installation.

Supply and install new carpeting and vinyl base as specified below. Mannington has provided the carpet pattern layout. It is the responsibility of the flooring contractor to install the three (3)-pattern design as shown. Carpet quantities for installation of each pattern is the responsibility of the contractor.

Library area is approximately 3,911 sq. ft. Floor plan provided is not to scale and all measurements must be field verified by bidding contractors. KUSD will clear the workspace of all furniture prior to installation.

Product Specifications: (NO SUBSTITUTIONS)

- **Carpet:** Mannington Commercial
 - **Pattern 1: Areas 2A, B, C, D**
NEW COMPOSITION Collection 24" x 24" modular in pattern Sublime State in color Synthesis 43186:
Sublime State | Modular | Carpet | Mannington Commercial
 - Modular: 24" x 24" Installed Monolithic
 - Backing: Infinity 2 Vinyl
 - Mannington INFINITY 2 Modular Adhesive
 - **Pattern 2: Areas 1A Only**
NEW COMPOSITION Collection broadloom in pattern Sublime State in color Synthesis 43186:
Sublime State | Broadloom | Carpet | Mannington Commercial
Backing: Ultra Back
Mannington M-Guard Universal Broadloom Adhesive
- **Vinyl Wall Base and Reducer at Doorways:** Mannington Commercial
 - 4" x 4' by 1/8" Gauge, TP Vinyl Cover Base (w/ Toe), Color: Gray 204, .080 (Product Code: #4GL)
 - Carpet to Existing Resilient VCT Transition #710 in Color: Gray 204 (Comes 12' Long)
- **Vinyl Wall Base Adhesive:** Mannington MR-101

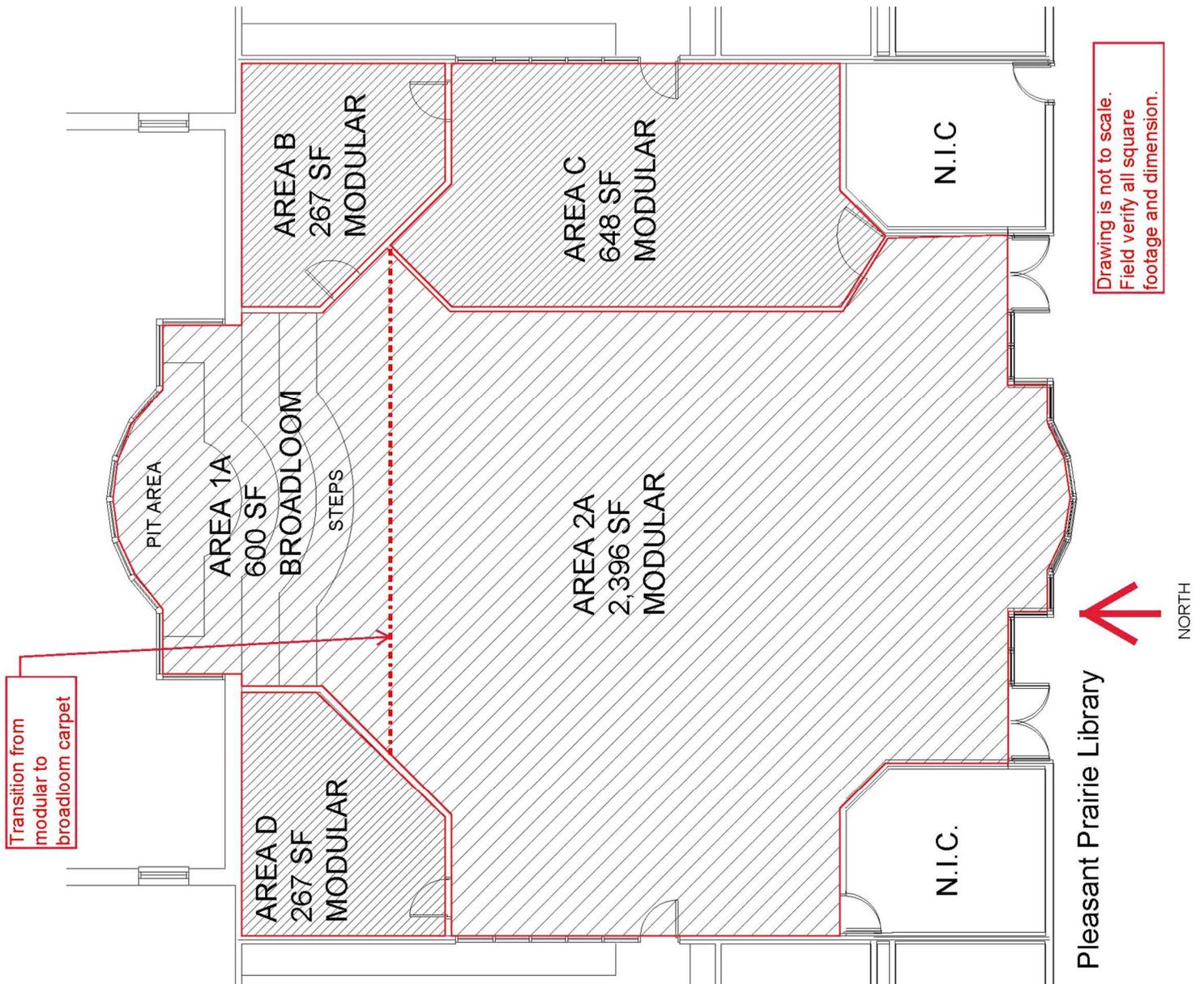
Mannington Contact:

Andrew Fink, District Manager, 414-732-7470

Attic Stock: Provide one (1) carton of Pattern

Pleasant Prairie Elementary School Library

Approximately 3,911 sq. ft.



SUPPLEMENTAL CONDITIONS

EXAMINATION OF SITE AND CONTRACT DOCUMENTS

Bidders shall carefully examine the Construction Documents and Specifications, visit the site and be fully informed regarding the extent of all existing conditions affecting the work and limitations including the accessibility of the site and all other relevant matters concerning the work to be performed. Submission of a Bid for construction will be conclusive evidence that Bidder has made a thorough examination of the site and has included in the proposal a sum to cover the cost of all items included in this contract.

CONSTRUCTION DOCUMENTS & SPECIFICATIONS

The construction drawings are diagrammatic only. If a discrepancy exists between the drawings and actual site conditions, the actual site conditions will prevail. Any reasonable relocation, adjustment or rearrangement necessary for proper installation for completion of contract shall be deemed adequately covered by this contract. Bidders shall request in writing an interpretation from the engineer or the District prior to the bid opening if there are questions or discrepancies.

LIST OF SUBCONTRACTORS

Each Bidder shall submit a complete list of Subcontractors with their bid proposal form on bid day. The District will not allow changes of Subcontractors without written approval from the Owner.

SUBSTITUTIONS

Each Bidder represents that their bid is based upon the materials and equipment described and specified in the bidding documents. Substitution bids, as suggested by the Bidder, may be stated on the Bid Form if listed separately and as a deduction from the Base Bid for the Districts consideration. Substitutions will not be used to determine the low Bidder unless all Bidders have submitted the same substitution, in which case the substitution will be considered as a specified alternate. All substitute bids will be studied and may be considered as a Change Order from the successful low bid Contractor.

“OR EQUAL” CLAUSE

Materials or equipment listed by trade name and/or catalog number is listed to specify level of performance and quality. Bidders may base their bid on equal equipment or materials, but it shall be the responsibility of each Bidder to furnish technical data and engineering information to prove that the materials as bid are equal. If the bid does not specify an “or equal” choice of equipment or materials, the bid shall be presumed to be based on the specific equipment and materials listed in the specifications.

Written approval of as “Equal” by the owner is required for all contractor proposed specification changes prior to bid opening day. No requests will be allow (5) days prior to bid opening day. If materials are installed that are considered to be not as equal, as determined by the owner, the material will be removed and replaced as specified at no cost to the District without extension of contract terms.

RESPONSIBILITY WHEN USING “OR APPROVED EQUAL” MATERIALS

Where any Contractor provides an item or installation not as specified, but as an accepted approved equal, the Contractor will assume responsibility for performance of same and provide for any modifications of architectural, structural or mechanical work as required to accommodate such items at no cost to the District.

INSURANCE

The Contractor shall not commence work under this contract until obtaining all insurance required and such insurance has been approved by the District. The Contractor shall not permit any Subcontractor to commence work on their subcontract until like insurance has been obtained and approved. The Contractor shall obtain, pay for and maintain during the life of this contract, such Worker’s Compensation and Employer’s Liability, General Public Liability and Automobile Liability to protect the Contractor performing work covered by this Contract from claims for damages for bodily injury including accidental death as well as for claims for property damage which may arise under this contract whether such operation be by them or by any Subcontractor or by anyone directly or indirectly employed by either of them. It shall be the responsibility of the Contractor to have the Owner named as additionally insured on all appropriate insurance policies with Certificates of Insurance issued to all additionally insured parties in minimum amounts as follows:

Automobile - \$500,000 Combined Single Limit

General Liability - \$1,000,000 Combined Single Limit

Worker’s Compensation – Statutory

Excess Liability (Umbrella) - \$1,000,000

SUBMISSION OF POST BID INFORMATION

Upon request, a successful bidder will be required to submit the following:

- A. A schedule of values and breakdown for each major item of work included in the bid.
- B. A designation of work to be performed by the Bidder with their own forces and that of identified subcontractors.
- C. A list and/or samples of materials to be used, shop drawings and schedules.

GENERAL CONDITIONS FOR CONSTRUCTION

PROTECTION OF WORK AND PROPERTY

The Contractor shall protect his work and the Owner's property from damage and protect the public from injury or dangerous conditions during the execution of this contract. Contractor will be responsible for all replacement cost of completed work, or damage to District property if the contractor does not secure the work areas for the duration of their involvement in the project.

MATERIAL SELECTION LIST AND INSPECTION

No changes in materials selected may be made without written approval of the Engineer. The Owner reserves the right to inspect the materials for compliance to specifications. **No asbestos containing material may be used or installed on KUSD property.**

SHOP DRAWINGS, PRODUCT DATA, SAMPLES

Where Applicable, the Contractor will be required to submit (4) copies of shop drawings to the Architect, product data information and samples as deemed necessary by the Owner and upon request. The Contractor shall not be relieved of responsibility for any deviation from the requirements of the contract by the Owner's approval of shop drawings, product data or samples unless the Contractor has specifically informed the Owner, in writing, of such deviation at the time of the submission. Submittal of a substitution is no guarantee of approval or acceptance by the Owner. No portion of the work requiring submission of a shop drawing, product data or samples will be commenced until the submittal has been approved by the Owner. The owner reserves the right to review and return shop drawings to the Contractor for a period on not less than 5 working days after receipt of shop drawing, product data or samples from the contractor. Contract time extensions will not be granted based on the contractor's ability to provide shop drawings in a timely manner.

MATERIAL SAFETY DATA SHEETS (MSDS)

All Contractors shall provide Material Safety Data Sheets to the Owner on all materials that will become part of the permanent installation in accordance with State of Wisconsin's Employees Right to Know Act. All data (e.g., hazardous ingredients, physical data, fire and explosion hazard data, health hazard data, reactivity data, spill or leak procedures, special protection information, special precautions) should be included on prescribed uniform material Safety Data Sheets. (Form OSHA-20)

SAFETY

Contractor shall be cognizant that they are performing work on KUSD property. Contractor shall take all necessary action to provide safety including, but not limited to, tripping and falling, covering excavations as well as barricades, electrocution, burns and general construction zone segregation, and excessive noise. Owner will have the right to dictate the extent necessary to achieve this level of safety. Prime contractor shall be responsible for informing Subcontractors and vendors of this requirement.

Contractor shall also be responsible for safety and protection of their employees regarding hazardous materials, confined spaces, etc.

HAZARDOUS MATERIALS

Contractor shall protect the Owner's occupants against hazardous materials throughout the project.

CONFINED SPACES

Contractor shall comply with all rules and regulations (OSHA – DILHR) regarding work in confined spaces.

COMPLIANCE WITH PLANS AND SPECIFICATIONS

Contractor shall be required to perform all work in compliance with drawings and specifications and any deviation from these plans and specifications without written approval from the Owner is prohibited. All work is expected to be installed as detailed or Contractor will be required to remove and reinstall as per detail without additional expense to the Owner. Changes to work will be approved only by written Change Order to the Contractor signed by the Owner.

DEMOLITION

Where applicable, Contractor shall be responsible for protection of all surfaces, utilities, floor, partitions, ceilings, equipment, etc. that is not scheduled for demolition, as required protecting them from damage. The Contractor shall be required to repair to Owner's satisfaction any damage due to abuse, abrasion, scarring, denting, structural deflection or collapse.

CLEANING AND CONSTRUCTION TRASH

The Contractor shall keep dust at a minimum. Contractor shall take steps to minimize dispersion of dust due to demolition and will be required to build dust barriers if this cannot be maintained. Any cleanup required by the Owner will be subject to back charge to the Contractor. The Contractor shall be responsible for removal of trash, debris, refuse, packaging material and disposal of these materials in a lawful manner and at appropriate sites. Construction material or refuse may not be placed in any District waste containers at the project site.

SALVAGE

Contractor shall be responsible for proper removal and disposal of materials under scope of demolition. However, Owner reserves the right to salvage any materials and equipment within the scope.

CODES

All work shall conform to applicable Federal, State and Local codes and ordinances. Electrical and mechanical apparatus, fixtures and equipment shall bear approved device label of Underwriter's laboratories. It is the responsibility of all contractors to inform the District of any known items designed or specified that does not appear to be in compliance with state or local codes. The owner at the expense of the installing contractor will reject any work installed that is not in compliance with current codes.

ASBESTOS IN SCHOOLS

In accordance with rules established by the United States Environmental Protection Agency, known as the Asbestos Hazardous Emergency Response Act, 40 CFR Part 763, Sub-part E, Local Education Agencies (LEAs) are required to

notify short-term workers, (Contractors) of the potential for asbestos containing material in school buildings. Pursuant to Part 763.84, General Local Education Agency responsibilities, paragraph D, “Each Local Education Agency shall: insure that short-term workers (e.g., telephone repair workers, utility workers, or exterminators) may come in contact with asbestos in a school are provided information regarding the locations of asbestos containing building materials assumed to be asbestos containing material.” Each school has a copy of the inspection and management plans identifying the areas or asbestos containing material for the Contractor or Subcontractors in compliance with EPA rules and regulations. In addition to the above, all Contractors are required to comply with all other regulations in the Asbestos Hazardous Emergency Response Act, 40 CFR Part 763 as amended, and all other State and Local regulations regarding asbestos. No asbestos containing materials shall be used in any component of building materials used in schools.

PERMITS AND OCCUPANY

Contractor is responsible for obtaining all State and/or Local permits required to complete the work. Contractors shall schedule all inspections and approvals prior to stated completion dates set forth by the owner. Bid shall include costs of permits including occupancy permits. Contractor shall provide copies of permits upon request to the Owner for permanent file.

PROJECT MEETINGS

A pre-construction meeting will be scheduled after award of the contract and prior to the beginning of work for the purpose of scheduling, required submittal reviews, and other matters of contract administration. If necessary, intermediate progress meetings may be held, depending on length of contract, at the discretion of the Owner.

DIGGER’S HOTLINE (If Required)

Contractor is responsible for notifying Digger’s Hotline and other utilities for determining the location of all underground services when excavating including private utilities. Contractor shall bear the cost of private location services on behalf of the owner. Contractor shall be responsible for all underground services that become damaged as a result of their work at the site.

Contact:

Private Lines Inc.,
E3221 State Road 161, Iola, WI 54945
Phone: 715-445-5383

SCHEDULE OF WORK

Contractor shall be required to present to Owner a schedule when work will be performed including project start and finish dates. If work is interrupted, Contractor shall inform Owner when work will resume and be required to submit new schedule if previous schedule is revised in sequence or time. No time extensions will be granted as a result of the Contractor’s improper scheduling or for failure to have shop drawings or samples submitted in ample time for review under the agreed upon schedule.

COMMENCEMENT AND COMPLETION OF WORK

Strict adherence to the construction schedule will be insisted upon. Additional costs by the Owner or other contractors due to the Contractor's failure to comply with the schedule will be charged to the responsible Contractor or Contractors as real damage. Awarded contractor is to provide the District with a comprehensive construction schedule that meets our established start and finish dates.

WORK DAY

Work will be performed in conjunction with Owner's workday hours, generally 7:00 a.m. to 4:30 p.m., Monday thru Friday, unless otherwise noted. Contractor is responsible for inquiring about holidays and building availability. Contractors may work extended days upon prior notification and approval at no additional expense to the Owner.

SUPERVISION AND CONSTRUCTION PROCEDURES

Contractor shall supervise and direct the work using the best skill and attention. Contractor shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the work under the contract. The Contractor shall be responsible to the Owner for the acts and omissions of their Employees or Subcontractors.

LABOR

All Contractors and Subcontractors employed upon the work shall be required to conform to the labor laws of the State of which the work is being performed and the various acts, mandatory and supplementary thereto and all other laws, ordinances and legal requirements applicable thereto.

- A. All labor shall be performed in the best and most workman like manner by mechanics skilled in their respective trades.
- B. It shall be the duty of every Contractor engaged in this work to enforce among all workmen directly or indirectly employed by that firm rules which Owner may lay down for conduct of workmen on the premises.
- C. KUSD property is a "Smoke-Free" No smoking is allow on the property.

INSTALLATION

This project is considered a "Turn Key" operation. The Contractor shall include all costs in original bid for all necessary materials, labor, equipment, finishes, trim, etc., so that upon completion the Owner is presented with a complete and operable facility.

PAYMENT

1. Partial Payments

The Owner will make monthly partial payments to the Contractor on the basis of duly certified approved estimates of work performed by the Contract. Use standard AIA Application for Payment form G702 & G703 submitted to the architect. Ten percent (10%) of the amount of each such estimate will be retained by the owner until completion and acceptance of all work covered by the contract. The monthly payment basis will end on the last day of the month.

WAIVERS OF LIEN shall be submitted in duplicate covering all items for which the application for payment is requested.

The District's invoice payment processing term is a minimum 45-day period.

Upon approval of pay request, payment will be rendered within the close of the following month. If payment applications are not submitted on a timely basis, that payment application may roll to the following month.

2. Final Payment

The final payment will be made to the Contractor provided that:

- A. All the work has been completed and contract fully performed, including the punch list.
- B. WAIVERS OF LIEN in full from Subcontractors and suppliers are submitted to the Owner.
- C. All contractor close-out information has been delivered to the District
- D. Occupancy Permit from the Village of Pleasant Prairie is received.

CUTTING AND PATCHING

The Contractor shall be responsible for all cutting; fitting or patching that may be required to complete the work and will be required to restore areas to its original configuration and appearance. This will include but is not limited to CMU and drywall openings, ceiling and roof penetrations, floors, carpets and painting. All applicable fire ratings must be reinstated after patching. All new penetrations must be fire caulked.

STORAGE OF EQUIPMENT AND MATERIALS

Owner assumes no responsibility for materials or equipment stored on district owned building sites or building interiors. Each Contractor or Subcontractor shall assume full responsibility for damage, loss or theft to their stored materials and equipment. Contractor is responsible for the secure and safe storage of equipment, tools and material in construction areas and to prevent access to the work area or equipment by individuals not associated with the construction. Contractor shall be present on site and inventory the material delivery from vendor.

OWNER'S USE OF BUILDINGS

Owner's right to use and maintain building function without interruption shall be maintained. Contractors may be required to perform unique work, such as, loud, noisy, obnoxious fumes, etc. on an after-hours basis. Contractors may be required to provide temporary utility service to maintain Owner's use. Occupation of work areas by Owner will not constitute final acceptance of work performed in this area or any other area.

CHANGE ORDERS

A Change Order is a written order to the Contractor signed by the Owner for changes in work agreed upon by Contractor and Owner prior to the execution of the work. Cost of Change Orders will be determined by reasonable agreement between Contractor and Owner. Work on all Change Orders will not proceed until written approval has been given by the Owner to commence such work. Contractor will be required to detail all direct costs associated with Change Orders. It will be assumed that all small tools and equipment are already incorporated into the project and are not additive. A maximum of ten percent (10%) contractor markup for overhead and profit is allowed on a change order.

BACK CHARGES

Back charges are used whenever the Kenosha Unified School District accomplishes rework or repair to contracted work or when a contractor uses Kenosha Unified School District labor, equipment, materials or tools to accomplish work. Also, contractor's work which is deemed deficient in accordance with the plans and specifications and repaired by Kenosha Unified School District forces or other contracted forces will be back chargeable. This back charge work will be enforced only after the applicable vendor/Contractor has been noticed and has not complied within the required time of the notification. Cost of this back charge will be deducted from remaining retainage owed to the applicable Contractor.

Invoicing for back charges will be accomplished by the following manner:

Material – per invoice.

Labor Hours – Labor Costs will be for direct hours at the direct cost for personnel.

Add forty percent (40%) of hourly rate for taxes and fringes.

Add fifteen percent (15%) for overhead and administrative costs associated with back charge

OWNER'S RIGHT TO CARRY OUT THE WORK

If the Contractor defaults or neglects to carry out the work in accordance with contract documents, and fails within seven (7) days after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may immediately after receipt by the Contractor of an additional written notice and without prejudice or any other remedy they may have, make good such deficiencies and with appropriate Change Order shall deduct from the payments due the Contractor the cost of correcting such deficiencies.

RESTORATION

The Contractor will be responsible for the restoration of Owner's property to conditions, which existed prior to contract work. Restoration will include Contractor's repair of areas due to access to the work (i.e. asphalt pavement, concrete sidewalk and driveways, lawns, etc.). The work zone shall be swept clean of all loose stone and debris at the end of the project.

CONTRACT CLOSEOUT

The Contractor shall complete the closeout procedures and final submissions required before final payment is made. If applicable, the Contractor will provide operation/maintenance manuals for all equipment and provide operator instruction and training as designated. If applicable, completed equipment and operation systems shall be tested at full operating conditions to insure proper operation and compliance with manufacturer's instructions for operations and compliance with contract documents. Heating systems may be exempt from this requirement until weather conditions allow proper balancing of heating devices.

A final punch list will be prepared and distributed to the Contractor by the Architect at the point of substantial completion. Items on the punch list shall be completed within five (5) working days of issuance.

Contractor shall provide record drawings for items such as piping, mechanical or electrical installations including those beneath floor slab, beneath exterior paving areas, within walls or otherwise concealed work. Record "As Built" drawings shall show actual locations of installation. Also, if applicable, the point of entrance for each utility and its depth. (2) paper sets of drawings will be required.

Contractor is responsible for providing written guarantees, warranties for equipment and installation. Certify to the Owner that all debts and claims against the project have been paid in full or otherwise satisfied and give final evidence of release of all liens against the project and its Owner.

GUARANTEE/WARRANTY

All work and workmanship shall be guaranteed by the Contractor to be free from any defects in material or workmanship for a period of Two (2) year after acceptance of work by the Owner unless otherwise noted in the specifications.

Product warranty information shall be provided by contractor to owner at closeout and prior to final payment application.

End of KUSD General Conditions

STATEMENT OF QUALIFICATION

The Undersigned certifies that the information provided is true and sufficiently complete so as not to be misleading.

PROJECT: Bid #4910 F – Pleasant Prairie Library Carpet Replacement Project

SUBMITTED TO: Kenosha Unified School District

ADDRESS: 3600 52nd Street, Kenosha, WI 53144

SUBMITTED BY:

NAME:

ADDRESS:

PRINCIPAL OFFICE:

- Corporation
- Partnership
- Individual
- Joint Venture
- Other

NAME OF PROJECT: Pleasant Prairie Library Carpet Replacement Project

TYPE OF WORK (file separate form for each Classification of Work):

- General Construction
- HVAC
- Electrical
- Plumbing
- Other (please specify)

ORGANIZATION:

1. How many years has your organization been in business as a Performance Contractor?

2. How many years has your organization been in business under its present business name?

3. Under what other or former names has your organization operated?

4. If your organization is a corporation, answer the following:

Date of incorporation:
State of incorporation:
President's name:
Vice-president's name(s)
Secretary's name:
Treasurer's name:

5. If your organization is a partnership, answer the following:

Date of organization:
Type of partnership (if applicable):
Names(s) of general partners(s):

6. If your organization is individually owned, answer the following:

Date of organization:
Name of owner:

7. If the form of your organization is other than those listed above, describe it and name the principals:

LICENSING:

1. List jurisdictions and trade categories in which your organization is legally qualified to do business, and indicate registration or license numbers, if applicable.

2. List jurisdictions in which your organization's partnership or trade name is filed.

EXPERIENCE:

1. List categories of work that your organization normally performs with its own forces.

2. Claims and Suits (If the answer to any of the questions below is yes, please attach details.)

3. Has your organization ever failed to complete any work awarded to it?

4. Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers?

5. Has your organization filed any law suits or requested arbitration with regard to construction contracts within the last five years?

6. Within the last five years, has any officer or principal of our organization ever been an officer or principal of another organization when it failed to complete a contract? (If the answer is yes, please attach details.)

7. State total worth of work in progress and under contract:

REFERENCES:

Bank References:

Surety:

Name of bonding company:

Name and address of agent:

SIGNATURE

(TO BE COMPLETED AND SUBMITTED WITH BID)

QUALIFICATIONS: Firms shall have the capability and capacity in all respects to fulfill the contractual requirements to the satisfaction of all participating government agencies.

Indicate the length of time you have been in business as a company providing the type of service required for this contract. _____ Years _____ Months

Provide a minimum of three (3) references that may substantiate past work performance and experience in the type of work required for this contract. Educational building projects if possible.

1. Company: _____
Address: _____

Contact: _____
Phone: _____
E-mail: _____

2. Company: _____
Address: _____

Contact: _____
Phone: _____
E-mail: _____

3. Company: _____
Address: _____

Contact: _____
Phone: _____
E-mail: _____

EXCEPTIONS

(TO BE COMPLETED AND SUBMITTED WITH BID)

List and detail any/all exceptions with the scope of services as presented or omissions you feel need to be addressed.

Sub-Contractors List

BID FORM

KUSD Bid No. 4910F
2026 Library Carpet Replacement Project at
Pleasant Prairie Elementary School

Company Name of Bidding Contractor: _____

We, as bidding contractor, having completely familiarized ourselves with all Request for Proposal Documents for the aforementioned project, hereby agree to provide all materials, labor and delivery necessary to properly complete the specified work as outlined in the RFP documents and specifications provided, including any Addenda issued hereto.

Base Bid – Lump Sum Amount for Areas 1A, 2A, B, C, D

_____ (\$ _____)
Written Amount Numeric

Deduct Alternate No. 1 – Lump Sum Amount for Area B

_____ (\$ _____)
Written Amount Numeric

Deduct Alternate No. 2 – Lump Sum Amount for Area C

_____ (\$ _____)
Written Amount Numeric

Deduct Alternate No. 3 – Lump Sum Amount for Area D

_____ (\$ _____)
Written Amount Numeric

Receipt of and inclusion in Bid Proposal of the following Addenda is hereby acknowledged:

Addendum No. _____, Dated _____

Addendum No. _____, Dated _____

Indicate responses below:

Contractor attended the Pre-Bid in-person No. _____, Yes _____

5% Bid Bond Guarantee attached No. _____, Yes _____

Subcontractor List attached No. _____, Yes _____

KUSD Contractor Statement of Qualification attached No. _____, Yes _____

Reference List attached No. _____, Yes _____

Project completion dates accepted No. _____, Yes _____

Authorized Signature:

Name: _____ Date: _____

Printed Name: _____ Title: _____

Company Name: _____

Primary Contact Name: _____ Cell Phone No: _____ Email address: _____

End of Bid Form