

**T-HANGAR REPAIR PROJECT
FOR THE
BOWLING GREEN-WARREN COUNTY-REGIONAL AIRPORT**

INSTRUCTIONS TO BIDDERS

I. INVESTIGATION OF CONDITIONS

The submission of a bid shall constitute conclusive evidence that the Bidder has investigated all technical specifications, site inspections, the manner and environment in which the hangars exist. The attention of the Bidder is specifically directed to, and Bidder will be conclusively presumed to have read and become familiar with, all Bid Documents. No claim for adjustment of the provisions of the Agreement Documents, and particularly of the fees to be paid by the Board to the Bidder, shall be honored.

II. BID REQUIREMENTS

2.1 The deadline for submitting the Bid Form and other related information is **Tuesday, April 26, 2022 at 2:00 P.M. CT.**

2.2 Bids not conforming to the following requirements may be rejected:

a. The Bid Form and all other information required by the Bid Documents must be submitted in a sealed envelope clearly addressed and identified as follows:

Bowling Green-Warren County Regional Airport
1000 Woodhurst Drive, Suite 210
Bowling Green, KY 42103
BID FOR: T-HANGAR REPAIR PROJECT

b. If mailed by regular mail, sent by overnight carrier service or by hand delivery, the sealed envelope contained the Bid Form and addressed as specified above shall be in an outer envelope addressed to:

Bowling Green-Warren County Regional Airport
1000 Woodhurst Drive, Suite 210
Bowling Green, KY 42103

c. Bids must include a Bank Letter of Credit, Bank Cashier's Check or Bid Bond, payable without conditions to the Bowling Green-Warren County Regional Airport in the

amount of 5% of the total bid amount. Surety will be delivered to the Board as a guarantee that if the Bid is accepted, an Agreement will be entered into within thirty (30) days after such Agreement, ready for execution, is given to the successful Bidder by the Board. Such Bid Bond shall be drawn against by the Board, and the amount so drawn shall constitute the agreed amount of liquidated damages in the event the successful Bidder fails to enter into said Agreement within thirty (30) days. The Bid Surety of the successful Bidder shall be returned upon receipt of a fully executed Agreement as specified in these Bid Documents. Surety of unsuccessful Bidders will be returned within thirty (30) days after the successful Bidder has been issued a Notice of Award. Attached C shall be used for the Bid Bond.

2.3 Bids must be submitted on the Bid Form, which must not be detached from the Bid Document. All blank spaces in the Bid Form must be properly filled in, and the Bid Form properly signed by the Bidder or Bidder's legally authorized officer or agent.

2.4 Bidder must submit, among other things, a statement of its experience as required in the Questionnaire attached hereto as part of the Bid Documents.

2.5 Bidder must furnish all data, exhibits or statements that it deems essential and pertinent to assure total understanding and evaluation of its Bid by the Board.

2.6 Bids must be submitted in such manner as to make them complete and free from ambiguity, without alterations or erasures.

III. REJECTION OR ACCEPTANCE OF BIDS

3.1 At any time, up to the hour and date set for receipt of Bids, Bidder may withdraw its Bid by requesting in writing to the Board. After the scheduled time of receipt of Bids, Bidder will not be permitted to withdraw its Bid and the submission of a Bid will constitute a valid offer subject to acceptance by the Board for a period of 120 Calendar Days following the due date for Bids.

3.2 The Board reserves the right to reject any and all Bids, waive any irregularities in any Bid, and to negotiate for the modification of any Bid. The Board reserves the right to accept the Bid, which in its sole judgment, is deemed the most desirable and advantageous to it from the standpoint of customer service and value, and concept of operation, even though such Bid may not on its face appear to be the lowest and best price to the Board.

3.3 Any Bid, which is incomplete, conditional, ambiguous, obscure or which contains additions or alterations not called for, or irregularities of any kind, may be rejected for such reason or reasons.

3.4 If the successful Bidder refuses to enter into the Agreement within 30 Calendar Days after the Agreement is given to the successful Bidder for execution, the Board shall have the right to accept the Bid(s) of any other qualified Bidder(s) which submitted a bona fide Bid in response to this Bid Document, without re-advertisement.

IV. DISQUALIFICATION OF BID

Any of the following causes may be considered as sufficient for the disqualification of a Bidder and the rejected of a Bid.

- a. Submission of more than one Bid hereunder by an individual, firm or corporation under the same or different names.
- b. Evidence of collusion among Bidders.
- c. A Bidder's default or arrearage under any other previous or existing agreement with the Board.
- d. Existence of any unresolved claims between the Bidder and the Board.
- e. A Bidder's default or arrearage under any other previous or existing agreement with anyone other than the Board.

V. INCOMPLETE BIDS

The Board may consider incomplete any Bid not prepared and submitted in accordance with the provisions of these Bid Documents. Any alteration, omission, addition to the Bid form or any unauthorized conditions, limitations or provisions attached to a Bid may render it incomplete and may be sufficient cause for its rejection. The Airport Board may also consider the Bid incomplete and may reject it if:

- a. The Bid Form furnished herein is not used or is altered.
- b. There are alternate Bids not called for or irregularities of any kind, which may tend to make the Bid indefinite or ambiguous as to its meaning.
- c. Any documents necessary for Bid purposes which are not complete, are improperly executed, or are missing.

VI. BASIS FOR AWARD

Awards will be based on the best Bid as determined by the Board in its sole and absolute discretion. Criteria for Awards may include, but not be limited to: price, quality, delivery, supplier history, and previous experience with the board.

VII. NOTICE OF AWARD

It is anticipated that the Board will give the Notice of Award to the successful Bidder within 30 Calendar Days after the Bids are received. Bidder to whom an Award is made, shall within seven days of the date of receipt of the Notice of Award acknowledge said Agreement Documents.

VIII. GENERAL

The following general conditions relate to the submission of Bids and any Award to be made as a result thereof:

- a. The Board reserves the right to accept the Bid offered by a responsible and qualified Bidder which, in the Board's sole opinion, best meets all of the goals and requirements stated elsewhere in these Bid Documents. Responsibility and qualification are to be determined from the information furnished by the Bidder as well as from other sources determined to be appropriate by the Board. The Board further reserves the right not to make an award until after such investigations, as are deemed appropriate, are made regarding the experience, financial responsibility and qualifications of the Bidder.
- b. The Board shall not be obligated to respond to any Bid submitted, nor shall the Board be legally bound in any manner whatsoever by the submission of a Bid by any Bidder.
- c. Any agreement arising out of any Bid submitted hereunder, and any negotiations that may follow, shall not be binding or valid against the Board, its officers, employees or agents unless reduced to writing and executed by the Board.
- d. Statistical information contained in these Bid Documents is for information purposes only. The Board is not responsible for any inaccuracies or interpretations of data.

IX. EXPLANATION WRITTEN AND ORAL

Should there be any doubt as to the meaning or content of these Bid Documents, the Bidder shall at once notify Susan Harmon, Airport Manager, by e-mail at susanh@bgwairport.org by **2:00 P.M., Tuesday, April 19, 2022**. The fax number is (270) 842-

7245. Corrections, changes or clarification, if required, will be made in written addenda to all that have received such documents. The Board will not be responsible for any oral or other instructions, interpretations or explanations.

X. GRATUITIES AND KICKBACKS

The Bidder shall not offer, give or agree to give any Board Member or former Board Member a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in other advisory capacity in any proceeding of application, request for ruling, determination, claim or controversy.