



FAYETTE COUNTY PUBLIC SCHOOLS

**PURCHASING DEPARTMENT, ROOM 137
1126 RUSSELL CAVE ROAD
LEXINGTON, KY 40505
859.381.3885
www.fcps.net/bids**

Request for Proposals Number and Title RFP 27-21 Electric Generators Preventive Maintenance	Department Maintenance
Due Date/Time: Thursday, November 11 by 2:00 PM Local Time (EST)	Term of Contract January 1, 2022 – June 30, 2022

FCPS now uses Vendor Registry for all of our Bids and RFPs. Any notifications, including amendments to bids, post bid award notices and future bid advertisements, will be made through Vendor Registry. Please register as a vendor by following the link at www.fcps.net/bids and keep your profile updated to insure you are up to date on all FCPS Bids. You must follow the link above in order to not be charged by Vendor Registry.

_____ **Firm Name**

_____ **Address**

_____ **City/State/Zip**

_____ **Telephone/Fax**

_____ **Email**

_____/_____/_____
Social Security Number

or

_____/_____
Employer Identification Number

RFP DOCUMENTS AND A SUCCESSFUL OFFEROR'S RESPONSE CONSTITUTE THE FINAL CONTRACT/AGREEMENT BETWEEN FCPS AND OFFEROR. NO CONTRACT/ AGREEMENT TERMS REQUIRED BY OFFEROR WILL BE CONSIDERED BY FCPS THAT ARE NOT SUBMITTED WITHIN THE RESPONSE. A SUCCESSFUL OFFEROR UNDERSTANDS AND ACCEPTS THIS AS ESSENTIAL TO THE AWARD OF THE RFP. A SUCCESSFUL OFFEROR WHO SUBMITS ANY SUBSEQUENT DOCUMENT FOR FCPS TO ACCEPT/SIGN UNDERSTANDS AND AGREES THAT THIS WILL NOT BE CONSIDERED OR ACCEPTED BY FCPS.

FOLLOWING THE SUBMISSION OF A RESPONSE AND THE AWARD OF THE RFP SHOULD A SUCCESSFUL OFFEROR TAKE THE POSITION THAT AN ADDITIONAL DOCUMENT WITH ADDITIONAL TERMS IS REQUIRED FOR A SUCCESSFUL OFFEROR TO COMPLY WITH TERMS OF THE RFP, THE RFP AWARD SHALL BE CONSIDERED VOID AND OFFEROR MAY BE DEBARRED FROM FUTURE WORK WITH FCPS.

CERTIFICATE MUST BE EXECUTED BY OFFEROR

In compliance with this Request for Proposals, in consideration of the detailed description attached hereto and subject to all conditions thereof, the undersigned agrees, if this proposal is accepted within the time stipulated above, to furnish any or all of the items/services upon which prices are quoted in accordance with the specifications applying at the price set opposite each item.

Offeror agrees to furnish and deliver all items/services set forth or otherwise identified in document and on any additional sheets subject to the terms and conditions herein.

Date _____

Company Name: _____

Name _____ Title _____

Signature _____

General Conditions of Bidding

1. Offerors are advised that any contract resulting from this RFP must comply with all applicable provisions of KRS 45A and other statutes and policies noted in this RFP.
2. Model Procurement Regulations adopted by the Fayette County Board of Education shall be deemed incorporated by reference in these specifications as though quoted fully herein.
3. FCPS conducts all procurement transactions in full compliance with all applicable federal and state statutes, regulations and rules. It is the clear intention of FCPS to foster all procurement transactions in a manner to provide to the maximum extent practicable, open and free competition. (20 U.S.C. 1221e-3(a)(1) and 3474, - 22 CFR 135)
4. The Fayette County Board of Education (Board) implemented revised procedures as of July 1, 2016 for the submittal of bids and proposals. In all Fayette County Public School (FCPS) bidding procedures, all potential offerors that will be using subcontractors are to engage in specifically defined efforts with the Department of Economic Development to include minority-owned, women-owned and veteran-owned business contractors, subcontractors, vendors and suppliers.
5. FCPS Department of Economic Development is available to assist and provide a listing, upon request, of certified minority-owned, women-owned and veteran-owned business enterprises (MWVBE). For assistance in locating capable MWVBE subcontractors, follow this link to the FCPS Economic Development and Supplier Diversity MWVBE website: <https://www.fcps.net/13964>. Offerors may use other properly certified MWVBE subcontractors as long as proper certification is provided.
6. When line item pricing is requested, prices must be stated in units of quantity as specified and extended in total column for each item and/or lot. Proposal prices must include transportation and delivery/service to the warehouse or building as specified.
7. To receive consideration bids must be received online through Vendor Registry prior to time designated in this invitation. None shall be accepted thereafter.
8. An officer or member of the bidding firm authorized to legally bind the firm must sign the bid/proposal.
9. The Board of Education reserves the right to accept any bid, to reject any or all bids, to waive any irregularities or informalities in bids received where such acceptance, rejection or waiver is considered to be in its best interest. The Board of Education reserves the right to award by item, combination of items or lot. The Board of Education also reserves the right to reject any bid where evidence or information submitted by the bidder does not provide satisfactory proof that the bidder is qualified to carry out the details of the contract.
10. By submitting a proposal in response to this RFP, the respondent accepts the evaluation process and methodology, as well as acknowledges and accepts that the determination of

"the most qualified and capable" firm(s) will require subjective judgments by the Fayette County Board of Education.

11. Proposals are effective for sixty (60) days from date of closing unless otherwise specified in conditions of bidding and general specifications.
12. Manufacturer's catalog numbers, trade names, etc., where shown herein are for descriptive purposes to guide the offeror in interpreting the standard of quality, design and performance desired, and should not be construed to exclude proposals based on furnishing other types of materials or service. However, any substitution or departure proposed by offeror must be clearly noted and described. Otherwise it is understood that offeror intends to supply items specifically mentioned in this RFP. **FCPS reserves the right to determine if materials offered are the type and quality required.**
13. Samples requested must be furnished free of expense to the Board. If not destroyed or consumed in testing or evaluating, or required in connection with the award, samples will upon request be returned at offeror's expense. Right is reserved to mutilate or destroy any samples if considered necessary for testing purposes.
14. If awarded an order or contract, offeror agrees to protect, defend and save harmless The Board from suits or demands for payment that may be brought against it 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. Offeror further agrees to indemnify and save harmless The Board from suits or actions of every nature and description brought against it for, or on account of injuries or damages received or sustained by any party or parties by, or for any acts of the offeror, his servants or agents.
15. **The Board is not required to pay federal excise taxes or Kentucky Sales and Use Taxes.** Proposals must be priced accordingly and reflect no sales tax to FCPS.
16. Offerors remain liable for applicable taxes on construction and/or furnish-and-install contracts for FCPS. Adjustments and allowances for any applicable taxes shall be provided for in the bid amount. Later adjustments to the Contract Sum shall not be permitted and/or made on this basis by FCPS.
17. Parties to this agreement are solely responsible for costs incurred in fulfilling obligations under this agreement unless otherwise provided in this agreement. No party shall have any claim against the other party for reimbursement of such costs, unless said costs are attributable to enforcing compliance under this agreement or seeking redress from the other party's default under this agreement.
18. If any section, paragraph or clause of this contract is held invalid by any court of competent jurisdiction, the invalidity of said section, paragraph or clause shall not affect any remaining provisions herein.

19. This contract is made under, governed by and construed in accordance with the laws of the Commonwealth of Kentucky.
20. Venue for any legal action filed concerning this contract is Fayette County, Kentucky.
21. Parties shall not discriminate in any of the services performed in connection with this contract on the basis of race, color, national origin, sex, genetic information, disability, religion, age, political affiliation, sexual orientation or gender identity.
22. **K45A.455 PROHIBITS CONFLICTS OF INTEREST, GRATUITIES AND KICKBACKS TO EMPLOYEES OF THE BOARD IN CONNECTION WITH CONTRACTS FOR SUPPLIES OR SERVICES WHETHER DIRECT OR INDIRECT.**
23. **KRS 45A.990 PROVIDES SEVERE PENALTIES FOR VIOLATIONS OF LAWS RELATING TO GRATUITIES OR KICKBACKS TO EMPLOYEES DESIGNED TO SECURE A PUBLIC CONTRACT FOR SUPPLIES OR SERVICES.**
24. This writing, along with the responsive proposal, reflects the entire agreement between the parties. Changes or modifications of this Agreement shall be invalid or nonbinding upon the parties hereto. Nor shall any waiver of any terms or conditions hereof be deemed a waiver of such terms or conditions in the future, unless such change, modification or waiver is in writing and signed by the parties hereto.
25. **This Request for proposal, along with proposal submitted, if accepted by the Board shall constitute the entire agreement. In the event of a conflict between the terms of the Request for Proposal and the proposal, the terms in the Request for Proposal shall apply. The Board shall NOT CONSIDER contracts or agreements submitted separate from or subsequent to RFP. Any and all terms considered integral to the proposal submitted must be included in or with the proposal document.**
26. Any addendums or updates to the RFP will be posted on [Vendor Registry](#). It is the offeror's responsibility to check the website for any updates.
27. **To be eligible for a contract consideration with FCPS, all companies with nexus in Lexington, Kentucky must be current on all filings and payments of Occupational License and Net Profits Tax for Schools. If it is determined that you are not current on all filings and payments, your bid may be rejected or your contract canceled for noncompliance. For additional information regarding the Occupational License Tax, please visit our website at www.fcps.net/tax.**
28. All responses to this RFP become the exclusive property of FCPS. All proposals received in response to this RFP become a matter of public record and shall be regarded as public records, with the exception of, as required by KRS 61.878(1)(c)(1), those elements in each bid which are defined by the offeror as business or trade secrets and plainly marked as "Confidential," "Trade Secret," or "Proprietary." FCPS shall not in any way be liable or responsible for the disclosure of any such proposal or portions thereof if they are not plainly marked as "Confidential," "Trade Secret," or "Proprietary" or if disclosure is required under Kentucky

Revised Statutes Chapter 61. Any proposal which contains language purporting to render all or significant portions of the proposal “Confidential,” “Trade Secret,” or “Proprietary” may be regarded as non-responsive. Although KRS 61.878(1)(c)(1) recognizes that certain confidential trade secret information may be protected from disclosure, FCPS may not accept or approve that the information that a offeror submits is a trade secret. If a request is made for information marked “Confidential,” “Trade Secret,” or “Proprietary,” and FCPS does not believe that the information is a trade secret, FCPS shall provide the proposer who submitted the information with reasonable notice to allow the proposer to seek protection from disclosure by a court of competent jurisdiction.

29. To meet Kentucky Revised Statutes 45A.430 and 45A.435 purchase orders for construction that are issued that are under \$25,000.00 will not require a bond. Purchase Orders issued that exceed \$25,000.00 will require the contractor to bond. No work shall begin until the offeror has a FCPS issued Purchase Order in hand and has delivered the required Performance and Payment bond to the Department that issued the Purchase Order.
30. The offeror agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. 7401 et seq. The Offeror agrees to report each violation to the USDA and the appropriate EPA Regional Office.
31. The Offeror agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq. The Offeror agrees to report each violation to the USDA and the appropriate EPA Regional Office.
32. The bidder certifies that it has read and will comply with the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99)
33. Suspension and Debarment
The Offeror understands that a contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.”

By signing and submitting its bid or proposal, the offeror or proposer certifies as follows:

The certification in this clause is a material of fact relied upon by FCPS. If it is later determined that the offeror or proposer knowingly rendered an erroneous certification, in addition to remedies available to FCPS, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The offeror or proposer agrees to comply with the requirements of 2 CFR 180.220 while this offer is valid and throughout the period of any contract that may arise from this offer. The offeror or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

34. A debriefing may be available for any entity that submitted a proposal or bid in response to a solicitation (“Offeror”). Debriefing shall be requested in writing by the unsuccessful Offeror

within ten (10) business days of the FCPS publicly releasing the identity of the purported winner of the competition, by posting the notice of contract award on the FCPS approved procurement website. An unsuccessful Offeror's written request for a debriefing shall be submitted to the purchasing officer.

35. Purchases by other Kentucky Government Entities:

Any government entity in Kentucky shall have the option of making purchases from a contract executed under this RFP when such actions are agreed to by the awarded vendor(s). FCPS will not be responsible for payment of any purchases by another government entity.

36. State law requires a contractor that is providing services to students on a regularly scheduled and continuing basis to submit to a state criminal history background check by the Department of Kentucky State Police and the Federal Bureau of Investigation and have a letter, provided by the individual, from the Cabinet for Health and Family Services stating the individual is clear to hire based on no findings of substantiated child abuse or neglect found through a background check of child abuse and neglect records maintained by the Cabinet for Health and Family Services.

Prior to the provision of services by any contractor/sub-contractor, contractor agrees to obtain and submit a current KY State Police and FBI background check and a have a letter provided by the Cabinet for Health and Family Services Child Abuse and Neglect per KRS160.380. The provider will contact the FCPS Human Resources Department Application Center to initiate this process or submit these documents if obtained elsewhere. A fee of \$40 for the State/FBI check and \$10 for the Child Abuse and Neglect letter will apply and the cost will be the responsibility of the contractor when having FCPS run the reports. This fee can be paid via check or money order made out to Fayette County Public Schools. Existing background checks within one year will be accepted, with the approval from FCPS Human Resources department. If there is a break in service, a new background check must be completed.

37. The awarded firm assures FCPS they are conforming and will continue to conform to the provisions of the Civil Rights Act of 1964 as amended.

38. The awarded firm shall provide access to FCPS, the Comptroller General of the United States, the Kentucky Department of Education, the Kentucky Auditor of Public Accounts or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions (7 CFR § 3016.36). Such access shall be used to ensure compliance with all applicable Federal and state statutes, regulations and rules, including but not limited to cost principles set forth in 2 CFR § 225.

39. The awarded firm shall comply with all applicable cost principles, including but not limited to those set forth in 2 CFR § 225.

40. The awarded firm shall retain all required records for three years after final payments and all other pending matters are closed (7 CFR § 3016.36)

41. The awarded firm is and shall remain in compliance with the Copeland “Anti-Kickback” Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3).
42. The awarded firm is and shall remain in compliance with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR Part 5).
43. The awarded firm is and shall remain in compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5).
44. The awarded firm is and shall remain in compliance with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42 U.S.C.) 187 [h], Section 508 of the Clean Water Act (33 U.S.C. 1368, Executive Order 11738 and Environmental Protection Agency (EPA) regulations, (40 CFR Part 15).
45. The awarded firm is and shall remain in compliance with all mandatory standards and policies relating to energy efficiency contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
46. The awarded firm is legally entitled to enter into contracts with agencies of the Commonwealth of Kentucky and is not in violation of any prohibited conflict of interest, including those prohibited by provisions of KRS 164.390, KRS 61.092-61.096, KRS 42.990, KRS 45A.335-490. Any employee of FCPS, elective or appointive, who shall take, receive, or offer to take or receive, either directly or indirectly, any rebate, percentage of contract, money, or things of value as an inducement or intended inducement, or in the procurement of business, or the giving of business, for or to or from, any person, or in open market seeking to make sales to the membership shall be deemed guilty of a felony and upon conviction such person or persons shall be subject to punishment or fine in accord with state and/or federal laws.

Purchases by FCPS Food Service

47. “Domestic Commodity or Product” are defined as an agricultural commodity that is produced in the United States and a food product that is processed in the United States using substantial agricultural commodities that are produced in the United States.
48. “Substantial” means that over 51% of the final processed product consists of agricultural commodities that were grown domestically.
49. Products from Guam, American Samoa, Virgin Islands, Puerto Rico, and the Northern Mariana Islands are allowed under this provision as territories of the United States.
50. The Buy American provision (7 CFR Part 210.21 (d)) is one of the procurement standards SFAs must comply with when purchasing commercial food products served in the school meals programs.

51. Buy American: Schools participating in the federal school meal programs are required to purchase domestic commodities and products for school meals to the maximum extent practicable. Domestic commodity or product means and agricultural commodity that is produced in the US and a food product that is processed in the US substantially (at least 51 percent) using agricultural commodities that are produced in the US.
52. Federal regulations require that all foods purchased for Child Nutrition Program be of domestic origin to the maximum extent practicable. While rare, two (2) exceptions may exist when:
 53. The product is not produced or manufactured in the US in sufficient, reasonable and available quantities of a satisfactory quality, such as bananas or pineapple; and
 54. Competitive proposals reveal the cost of a domestic product is significantly higher than a non-domestic product.
55. All products that are normally purchased by Distributor as non-domestic and proposed as part of this solicitation must be identified with the country of origin. Distributor shall outline their procedures to notify School when products are purchased as non-domestic.
56. Any substitution of a non-domestic product for a domestic product (which was originally part of a solicitation), must be approved, in writing, by the Food Service Director, prior to the delivery of the product to the School. Any non-domestic product delivered to the School, without the prior, written approval of the Food Service Director, will be rejected.
57. Distributor must affirm their willingness to assert their best and reasonable efforts to ensure compliance with this federal rule.

Special Conditions

1. All questions must be submitted in writing by emailing matthew.moore@fayette.kyschools.us or submitting question through Vendor Registry no later than the two weeks before due date and time.
2. Proposals may be submitted through the Vendor Registry portal, by email to matthew.moore@fayette.kyschools.us or be delivered to:

FCPS Purchasing Department
1126 Russell Cave Road, Rm 137
Lexington, KY 40505

Proposals may be returned by United States Postal Service, hand delivered or by any commercial carrier. Please note the Purchasing office is in a separate building from the district mail room and there could be a delay in getting responses sent by mail. It is not recommended to overnight responses as they may not arrive by the deadline. **It is the company's responsibility** to ensure the proposal arrives at the specified location by the date and time of the closing of proposals. Proposal should not be addressed to a specific person. **The FCPS Purchasing Office is closed and does not accept mail, commercial carriers or hand delivered proposals on weekends and Holidays. Regular hours are 7:00AM to 3:30PM Eastern Time.**

Proposals that are hand delivered or delivered by mail must include a USB flash drive with a single PDF file of the proposal with the hard copy.

Proposals may also be submitted online at Vendor Registry or by emailing the proposal to matthew.moore@fayette.kyschools.us. If emailing please include the RFP number and title in the subject indicating it is an official proposal for the RFP. The file shall be a PDF file and not an active link. It is recommended if submitting proposals through Vendor Registry or by email that time is allowed for the upload of the document. Electronic submissions that are late due to poor internet connection or technical difficulties related to the Vendor Registry portal shall not be considered. It is recommended that digital responses be submitted early enough to avoid these type of issues. **It is the company's responsibility** to ensure the proposal has been received by the date and time of the closing of proposals.

3. Late proposals

Any proposals received after the due date listed on the cover page shall be considered a late proposal.

4. **There will not be a public bid opening. Results of the RFP will be sent out upon award.**
5. **Contract is effective with a preferred beginning date of January 1, 2022 or date of Board approval (whichever is later) through June 30, 2022.** Contract may be renewed for four additional one (1)-year terms, up to a total of five (5) years subject to approval of both The

Board and successful offeror. Contract prices and discounts shall remain in effect for the entire contract and any agreed upon contract extensions, however additional discounts and/or special pricing are encouraged and may be accepted when consistent with other terms and conditions of the contract. If contract prices are changed during the renewal, offeror must provide new pricing and include sufficient reasoning for the price increase at least 60 days prior to the expiration of the contract.

6. It shall be understood that the contract shall not obligate FCPS or its schools and departments to purchase from the RFP Contract. If awarded the RFP the vendor shall be placed on an "Approved Vendors List" for the school district. Lowest hourly rate does not always apply.
- 7. Fuel Surcharges and other similar charges are not permitted**
- 8. Past Offeror Performance may be considered in the award of this Contract. Offerors with a record of poor performance with the school district in the last 24 months may be found non-responsible and ineligible for award.**
9. The RFP shall be awarded **to the responsible and responsive offeror(s) as defined in KRS 45A.345, being the most qualified and capable offeror providing the best value. RFP may be awarded to multiple offerors if in the best interest of the district.** In determining the best value the following criteria shall be considered:

POINTS	CRITERIA
400	Technical Proposal/ added value/experience
400	Cost Proposal
200	References

10. Prices quoted must have decimal point located in the correct position to separate dollars from cents. Bid prices where the decimal point is omitted shall be calculated as dollar amounts.
11. RFP may be awarded based on initial offers/proposals and competitive negotiation may not be used. Fayette County Public Schools reserves the right to award a contract(s) based on individual tasks as outlined in the Scope of Work or in its entirety.
12. Erasures or the use of typewriter correction fluid on proposal forms are unacceptable and may result in rejection of the proposal. Prior to submission or openings, errors may be crossed out, corrections entered and initialed by the person signing the proposal.
13. Modifications, additions or changes to the terms and conditions of this solicitation may cause for rejection of the proposal. Offerors are requested to submit proposals on FCPS official forms. Proposals submitted on company forms may be rejected.
14. Successful offeror shall make provision for supplying PO numbers as part of any invoice issued to FCPS as a result of RFP award.

15. Payments for bid items are normally approved at the regularly scheduled meeting of the Board on the fourth Monday of most months provided bid items and invoices are properly received by the first Monday of the month. However, payments may be made early to take advantage of cash discounts offered provided the taking of such discounts is advantageous to FCPS.
16. Sole proprietors or partnerships must supply Taxpayer Identification Numbers with proposal. Corporations are excluded from this requirement.
17. Successful offerors shall provide two (2) copies for Safety Data Sheet (SDS) on material covered by OSHA Standard 1910.1200 upon request as a condition of purchase.
18. It is the policy of the Board that no asbestos-containing materials are to be purchased by the school system, supplied by any person supplying to the school system, or installed in or on school property by any person performing work for the school system. Furthermore, all products marked "May Contain Mineral Fibers" will be presumed to contain asbestos unless the manufacturer provides written certification or Safety Data Sheet (SDS) that no asbestos fibers are present in the product and identifies the fibers for which the product is marked or the supplier presents valid analysis data from an NVLAP-or AIHA-certified laboratory that the material does not contain asbestos.
19. If there is a conflict between the terms of this document and any document submitted by the offeror the RFP document takes precedence.
20. Offeror agrees to abide by any reasonable request made by FCPS Administration regarding implementation of this contract.
21. FCPS reserves the right to cancel contract if in the staff's opinion the offeror's work is unsatisfactory, their ability to meet completion schedules is unsatisfactory or billing is found to be excessive for work performed. Offeror may terminate the contract if FCPS fails to meet the specified payment terms.
22. **Termination for Default**

Either the Purchasing Agent or the Superintendent, as the case may require, may make a written determination that a contractor is in breach of any of the terms and conditions of an existing contract. Said determination shall state that the contractor shall have a period of five (5) working days within which to cure the breach. A copy of said determination shall be filed in the contract file and another copy of said determination shall be forwarded to the contractor in breach of the contract.

Upon receipt of said determination the contractor shall make all good faith efforts to comply with all terms and conditions of the contract and to cure the breach. Alternatively, the contractor may submit a written statement admitting default in breach of the contract. At such time the contract shall be deemed immediately terminated and all rights and obligations there under shall be terminated.

Upon receipt of the contractor's admission of default and breach or upon the contractor's failure to cure said breach within five (5) working days of the issuance of the written determination, FCPS shall procure a substitute contractor which shall operate under the remainder of the existing contract breached by the contractor. The original contractor shall be liable for any and all excess costs incurred in the procurement of the substitute contractor.

23. Termination for Convenience

The Purchasing Agent or the Superintendent may make a written determination at any time that the contract shall be terminated for the convenience of FCPS and shall issue a notice of termination therewith. Said notice of termination shall state the date and time upon which termination shall become effective and the extent to which the contract is terminated. A copy of said determination and notice of termination shall be placed in the contract file and a second copy of said determination shall be forwarded to the contractor.

The contractor shall cease performance of the contract upon the date and time set in the written notice of termination. Within ten (10) working days thereafter, the contractor shall issue an itemized statement of any and all services performed; or goods delivered; or construction completed, and said statement shall be paid by the Board according to the procedure set forth in the existing contract.

The determination made by either the Purchasing Agent or the Superintendent, as the case may require, shall be final and conclusive as to the necessity for termination for convenience. No party to an existing contract shall have the right to appeal from said determination as it shall be final and conclusive.

24. Either party shall have the right to terminate this agreement at any time upon a fourteen (14) day written notice, either personally delivered or served by some form of return receipt mail evidencing delivery, to the party.

25. Successor in Interest or Contractor Name Changes

No assignment of this contract without specific, written pre-approval of FCPS. Failure to get this written, pre-approval by FCPS shall VOID the assignment and the contractor on this contract shall remain responsible for continued compliance with terms of this RFP/response.

26. Offeror Initiated Requirements

Requirements that the offeror has or shall need if awarded the contract must be provided as part of the proposal response.

27. **Additionally, offeror shall provide documents necessary to initiate a contractual relationship between the offeror and FCPS.** Conflicts that exist with the content of this RFP, board policy or regulation and offeror initiated requirements may result in the rejection of the proposal.

28. **Consumption of alcohol or drugs or being under the influence of alcohol or drugs, use of tobacco products or possession of firearms while on a job for FCPS by any worker is**

strictly prohibited. Any contractor, subcontractor or person working for the contractor or subcontractor who violates rules regarding alcohol, drugs, tobacco products or firearms is subject to immediate removal from the job site. Violation of rules is considered a breach of contract between the contractor and FCPS and may lead to the termination of said contract FOR CAUSE by FCPS.

29. FCPS does not discriminate on the basis of sex in the educational programs or activities that it operates, and is required by Title IX of the Education Amendments of 1972 (P.L. 92-318) to not discriminate in such a manner. Further, FCPS does not discriminate on the basis of disabling condition, in treatment, admission or access to, or employment in its programs or activities as required by the Rehabilitation Act of 1973 (P.L. 93-112), as amended, Section 504. Nor does FCPS discriminate on the basis of race, color, national origin, sex, genetic information, disability, religion, age, political affiliation, sexual orientation or gender identity in the education programs or activities it operates.

30. Offeror must furnish all necessary insurance such as:

**Workers' Compensation and Employer's Liability
Public Liability \$1,000,000.00 minimum
Property Damage \$1,000,000.00 minimum.**

A Certificate of Insurance should be included with proposal or filed with the Maintenance Department within 10 days after notification of bid award. A copy must also be provided to the Purchasing Department.

CHECKLIST OF ITEMS TO INCLUDE WITH PROPOSAL SUBMISSION

- _____ Cover page completed
- _____ Name and signature on Page 2
- _____ Taxpayer Identification Number (if not a Corporation)
- _____ Technical Proposal
- _____ Copy of current lockout and tag out program
- _____ List of restrictions and prohibitions
- _____ Safety Data Sheets
- _____ List of current active employees
- _____ Proof of insurance
- _____ Cost Proposal
- _____ Resident Bidder Affidavit if declaring Resident Bidder Status
- _____ Supplier Diversity Program Contract Forms (If applicable)
- _____ Documentation of Good Faith Efforts (If applicable)
- _____ Completed W9 form

Does your company allow EFT? Yes _____ No _____
If yes please send a completed EFT Authorization Form to our Accounts Payable Department upon award of bid.

Thank you for providing this information:

- 1. Yes I am a minority owned business. Certified Not Certified
 No If “yes” please identify type:
African American Hispanic American
Asian Pacific Islander Native American

- 2. Yes I am a woman owned business. Certified Not Certified
 No

- 3. Yes I am a veteran owned business. Certified Not Certified
 No

If “yes” and certified please include a copy of certification.

- 4. Yes I am current employee of the Fayette County Public Schools or a retiree of any
 No KY School District?

ANTICIPATED TIMELINE

Date	Event
October 26, 2021	Release RFP
November 11, 2021	Proposals due
December 13, 2021	FCPS Board meeting for approval of contract (if applicable)
January 1, 2022	Contract start date

SCOPE OF WORK

1. This is a request for proposals for providing a Preventive Maintenance Service Contract for Electric Generators and Generator Transfer Panel Systems within FCPS. Type of work under this contract shall include all electric generators and generator transfer panel preventive maintenance service for electrical generator and generator transfer panel repair, as described in the enclosed Inventory List (Exhibit A) and Task List (Exhibit B).
2. Work performed shall include, but not be limited to, inspecting, adjusting, lubricating, replacing of parts and keeping electric power generators and generator transfer panels in first class operating condition.
3. Per 29 CFR 1910.47 the successful bidder shall provide a copy of the current lockout and tag out program and shall inform FCPS of all restrictions and prohibitions thereof **at time of bid submission.**
4. Bidder shall provide Safety Data Sheets (SDS) that may be used while performing the work indicated in this invitation **with bid submission.**
5. The contractor shall notify FCPS personnel if asbestos is encountered during the performance of any work.
6. Company receiving award must furnish a list of current active employees that will perform PM service to generators/ transfer panels to FCPS Director of Maintenance or designee prior to beginning work.
7. Charges for work performed shall be on the work site and shall not include travel to and from the job site. Invoices shall be mailed within ten (10) days of work completion and must show names and titles of personnel who worked on project, number of hours worked, price per hour, itemized list of materials and equipment used and the cost of each, percent for overhead and profit, total charges for the project, invoice number and FCPS PO number.
8. FCPS shall tender only for maintenance service those electric power generators and generator transfer panels which are in good working condition. Bidder must notify FCPS Director of Maintenance and/or designee in writing of any electric power generator and generator transfer panel listed in this RFP that is unacceptable for maintenance service with reason for rejection. Failure to do so shall constitute acceptance by the bidder of all electric

power generators and generator transfer panels listed in this contract.

9. The contractor must furnish to FCPS Director of Maintenance and/or designee a copy of each service call, inspection and preventative maintenance report. The school principal or head custodian must sign the service call, inspection and preventative maintenance report.

10. Work included under this Contract shall be supervised and approved by the FCPS Director of Maintenance and/or designee.

11. For continuity and security, the contractor shall keep FCPS Director of Maintenance and/or designee informed of the contractors employees locations at all times. Contractor personnel shall sign in and out at each school or facility, inform the principal or head custodian of the work performed and the status of such work.

12. The lead person at each project or job site shall have a cell phone for contact with the FCPS Director for Maintenance and/or designee.

13. Oils, lubricants, parts and other supplies needed to perform preventative maintenance, service and on Electric Generators and Generator Transfer Panels shall be manufacturer and factory approved parts and materials equal to the original materials and shall be provided by successful bidder.

14. Written reports must be provided to the owner's representative detailing preventive maintenance work performed, and notations of any problems and/or recommendations to improve the equipment operation. Reports shall include the facility name, the equipment serial and model numbers and the date of inspection and/or repairs.

15. The successful bidder may not be able to perform work during normal school hours due to school classes, activities, holidays and school breaks. Request for access to any FCPS Facility other than during normal duty hours (**7:00 AM – 4:00 PM**) shall be coordinated two (2) working days prior to admittance with the Director for Maintenance and/or designee. Coordination shall be with the Director of Maintenance and/or designee five (5) working days prior to any utility outage.

16. The enclosed Inventory List (Exhibit A) is a living document and is subject to change. In the event that facilities and equipment are added or deleted to FCPS inventory list, the successful bidder, if requested, shall be required to submit a quote for the addition or deduction adjustment for the Electric Generator and Generator Transfer Panel Systems Preventative Maintenance Service within thirty (30) days.

17. Contractor must have an office within 30 mile radius of Fayette County.

TECHNICAL PROPOSAL

Please acknowledge compliance to the following:

	Yes	No
Company must have an office within 30 miles of Fayette Co.		
<u>Company address of office located within 30 miles Fayette County:</u>		
Current customer list and three (3) references for which similar services are being considered is included with proposal		
Copy of current lockout and tag out program included in response		
List of current active employees included with proposal		

REFERENCES

Please include a list of a minimum of three (3) contracts that included similar preventive maintenance service. FCPS reserves the right to contact references not provided in submitted proposal.

1. Company Name:

Company Address:

Contact Person:

Phone Number & Email Address:

Dates Services Provided:

Scope of Services Provided:

2. Company Name:

Company Address:

Contact Person:

Phone Number & Email Address:

Dates Services Provided:

Scope of Services Provided:

3. Company Name:

Company Address:

Contact Person:

Phone Number & Email Address:

Dates Services Provided:

Scope of Services Provided:

Exhibit A

Location	Brand	Size	Type
40502			
Ashland Elem	Kohler	100KW	NG
Breckinridge Elem	Cummins	100KW	NG
Cassidy Elem	Kohler	150KW	NG
Glendover Elem	Cummins	100KW	NG
Julius Marks Elem	Cummins	80KW	NG
Morton Middle	Cummins	100KW	NG
Morton Middle #2	Cummins	150KW	NG
Henry Clay High	Cummins	200KW	NG
701 E Main	Kohler	150KW	NG
40503			
Clays Mill Elem	Cummins	90KW	NG
Stonewall Elem	Olympian	125KW	NG
Wellington Elem	Cummins	100KW	Propane
Jessie Clark Middle	Kohler	150KW	NG
SCAPA @ Lafayette	Kohler	100KW	NG
Lafayette High	Cummins	200KW	NG
Preschool Center	Kohler	100KW	NG
Electrical Shop (portable)	Kohler	150KW	Diesel
Maintenance Electrical Office	Kohler	100KW	NG
Joe G White	Cummins	100KW	NG
Louie Mack	Kohler	40KW	NG
40504			
Cardinal Valley Elem	Cummins	100KW	NG
Garden Springs Elem	Cummins	100KW	NG
James Lane Allen Elem	Kohler	200KW	NG
Picadome Elem	Cummins	100KW	NG
Southside Tech	Cummins	45KW	NG
Beaumont Middle	Cummins	80KW	NG
40505			
Arlington Elem	Cummins	100KW	NG
Deep Springs	Kohler	100KW	NG
Dixie Magnet Elem	Cummins	90KW	NG
Mary Todd Elem	Olympian	100KW	NG
Northern Elem	Kohler	100KW	NG
Yates Elem	Cummins	100KW	NG
Bryan Station Middle	Kohler	100KW	Propane

Bryan Station High	Cummins	300KW	NG
Crawford Middle	Kohler	50KW	NG
40507			
Harrison Elem	Kohler	100KW	NG
40508			
Booker T Elem	Cummins	100KW	NG
The Learning Center	Olympian	100KW	NG
Maxwell Elem	Cummins	100KW	NG
William Wells Brown Elem	Kohler	100KW	Propane
Carter G Woodson	Cummins	100KW	NG
Lexington Traditional Middle	Cummins	100KW	NG
100 Midland Avenue Building	Caterpillar	800KW	Diesel
40509			
Athens Chilesburg Elem	Cummins	100KW	Propane
Liberty Elem	Kohler	125KW	NG
Martin Luther King Academy	Kohler	100KW	NG
East Side Tech	Kohler	20KW	Diesel
Edythe J Hayes Middle	Kohler	125KW	NG
Frederick Douglass High	Olympian	250KW	NG
Garrett Morgan Middle	Kohler	300KW	NG
Liberty Bus Garage	Cummins	80KW	NG
Brenda Cowen Elem	Cummins	125KW	NG
40511			
Meadowthorpe Elem	Cummins	100KW	NG
Russell Cave Elem	Cummins	100KW	Propane
Sandersville Elem	Olympian	100KW	NG
Rise STEM Academy for Girls	Kohler	100KW	NG
Locust Trace	Cummins	100KW	NG
Coventry Oak Elem	Cummins	100KW	NG
Leestown Middle	Cummins	100KW	NG
Winburn Middle	Kohler	100KW	NG
Miles Point Bus Garage	Kohler	125KW	NG
Russell Cave Warehouse	Cummins	250KW	NG
STEAM/ Success Academy	Kohler	250KW	NG
450 Park Place John Price Building	Caterpillar	255KW	NG
451 Park Place John Price Building #2	Caterpillar	260KW	NG
40513			
Rosa Parks Elem	Kohler	100KW	NG
Paul Laurence Dunbar High	Caterpillar	250KW	Diesel

40515			
Squires Elem	Cummins	80KW	NG
Veterans Park Elem	Kohler	100KW	NG
40517			
Academy at Millreek Elem	Cummins	100KW	NG
Lansdowne Elem	Cummins	80KW	NG
Tates Creek Elem	Cummins	100KW	NG
Tates Creek Middle	Cummins	100KW	NG
Tates Creek High	Kohler	200KW	Diesel
Southern Elem	Kohler	100KW	NG
Southern Middle	Kohler	50KW	NG
NG = Natural Gas			

The enclosed Inventory List (Exhibit A) is a living document and is subject to change. In the event that facilities and equipment are added or deleted to FCPS inventory list, the successful bidder, if requested, shall be required to submit a quote for the addition or deduction adjustment for the Electric Generator and Generator Transfer Panel Systems Preventative Maintenance Service within thirty (30) days. The Director of Maintenance or designee must approve changes to the contract.

Exhibit B

Electric Generator/Generator Transfer Panel Task List

Preventive Maintenance (PM) Components	Monthly	Annually
1. Sign in to school office, notify head custodian or principal of arrival and purpose of visit. Ensure identification badge is visible above the waist and displayed while in the facility.	X	
2. Check engine oil, add as required.	X	
3. Change engine oil and oil filter.		X
4. Check battery charge and electrolyte specific gravity, add water as required; check terminals for corrosion, clean as required.	X	
5a. Check fuel system, connections, lines, and fuel bowl.	X	
5b. Change fuel and water filters if needed.		X
6. Service transfer or day tank pump motor. Check and adjust float switch alarm. Check for proper operation.	X	
7. Change governor oil.	X	
8. Check belt tension and wear; adjust as required if applicable.	X	
9. Check engine air filter, change annually.		X
10. Diesel Engine: Adjust valves and injectors, check turbo charger bearing clearances and remove carbon buildup.		X
11. Check gas pressure on natural gas units and clean regulator vent.		X
12. Check wiring, connections, switches, etc., adjust as required.	X	
13. Check radiator coolant level, check for leaks, check condition of hoses, check engine block heater, record antifreeze protection level. Add coolant as necessary.	X	
14. Lubricate the following engine components: starter bendix, generator-alternator, water pump and governor linkage, if applicable.		X

<p>15. Start and Stop generator from transfer switch. Inspect instruments and gauges, check exerciser clock, check time delays, check start relay, check condition of voltage sensors, check voltage and make adjustments.</p>	<p>X</p>	
<p>16. Perform 30-minute generator test run; check for proper operation. Check for exhaust leaks. While under test run, note any abnormalities/and or discrepancies.</p>	<p>X</p>	
<p>17. During the 30-minute test run check for; leaks, alternator charge rate, low oil engine pressure, high engine water temperature, test over speed.</p>	<p>X</p>	
<p>18. Check all inlet and outlet motorized dampers for proper operation.</p>	<p>X</p>	
<p>19. Check fuel supply and report fuel levels to FCPS Electric Foreman at 859-381-3926.</p>	<p>X</p>	
<p>20. Wipe dust and dirt from engine, generator and transfer panel.</p>	<p>X</p>	
<p>21. Document PM, identify and document discrepancies.</p>	<p>X</p>	
<p>22. Immediately notify FCPS Maintenance designee of any condition that limits emergency power production and supply to the facility. Follow up notification with written documentation of the cause and provide a quote for repair.</p>	<p>X</p>	
<p>23. Before departure of the PM visit, document visit on FCPS form provided in each generator room. Provide a copy of PM documentation to head custodian or principal and advise of the results of PM visit. Forward one copy to FCPS Maintenance representative. Sign out of school office.</p>	<p>X</p>	
<p>24. Report propane & diesel fuel levels</p>	<p>X</p>	
<p>25. Turn in check list report to reflect task list per Exhibit B</p>	<p>X</p>	

Cost Proposal

Company _____

1. Price for furnishing a Preventive Maintenance (PM) contract for Electric Generators and Generator Transfer Panels

\$ _____

2. Hourly Rate for repairs done outside the scope of work of the preventive maintenance contract.

\$ _____

Hourly rate shall be used for all cost estimates. Hourly rate bid is a maximum amount and FCPS may negotiate a lower rate on a per job basis. Overtime rate to be paid at 1.5 of hourly rate for FCPS work over 40 hours in a single workweek.

FCPS DOES NOT GUARANTEE A SPECIFIC AMOUNT OF SERVICE TIME ABOVE COST OF PREVENTIVE MAINTENANCE.

Parts and materials to be paid at established catalog price or discount. “Established Catalog Price” means the price included in the most current catalog, price list, schedule, or other form that:

- A: Is regularly maintained by the manufacturer or vendor of an item
- B: Is either published or otherwise available for inspection by customers
- C: States prices at which sales are currently or were last made to a significant number of buyers constituting the general buying public for that item.

INVOICES SHALL BE MADE AVAILABLE FOR INSPECTION BY FCPS PERSONNEL, WHEN REQUESTED, TO VERIFY CHARGES.

Best Value scoring is subject to **Reciprocal preference for Kentucky resident bidders and Preferences for a Qualified Bidder or the Department of Corrections, Division of Prison Industries (KAR 200 5:410).**

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 bids/proposals, Fayette County Public Schools will apply a reciprocal preference against an Offeror submitting a bid/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 affirming that it meets the criteria as set forth in the above referenced statute.

PLEDGE OF NON-DISCRIMINATION

_____, is responding to RFP/BID # _____ issued

Insert Name of Company (hereinafter "Company")

by the Board of Education of Fayette County, Kentucky, and hereby pledges:

(1) No person shall be excluded from participation in, denied the benefit of, or otherwise discriminated against on the basis of race, color, national origin, sex, genetic information, disability, religion, age, political affiliation, sexual orientation or gender identity in connection with the performance of any contract award by the district on this RFP/BID.

(2) The Company shall provide equal opportunity to all business persons seeking to contract or otherwise interested in contracting with this Company, including various local small business enterprises;

(3) The Company has been made aware of, understands and agrees to make good faith efforts to solicit MBE/WBEs to do business with this Company in the performance of work on any contract awarded on this RFP/BID.

The Company acknowledges that failure to make a good faith effort may have a negative impact on future contract opportunities.

(Authorized Company Representative Signature)

Date

Print Name and Title

RFP / BID #: _____

This affidavit shall be completed if your company is a Kentucky based company.

**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 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.

FCPS 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 _____, _____
(Name) (Title)

of _____, this ____ day of _____, 201__.
(Company Name)

Notary Public

My commission expires: _____

(Affix Notary Seal)



Fayette County Public Schools

Supplier Diversity Program

Contract Forms

Position is currently vacant
Manager of Economic Development
Fayette County Public Schools
Department of Economic Development
1126 Russell Cave Road
Lexington, Kentucky 40505
859-381-4000

**NOTICE OF REQUIREMENT FOR
FCPS GOALS TO CREATE EQUAL OPPORTUNITIES AND
MINORITY, WOMEN AND VETERAN-OWNED BUSINESS (MWVBE)
CONTRACT PARTICIPATION**

The mission of the Fayette County Public Schools (FCPS) is to create a collaborative community that ensures all students achieve at high levels and graduate prepared to excel in a global society. FCPS values diversity, inclusion and equity. As one of the largest employers in Fayette County, we know the impact of how we spend the money entrusted to us by taxpayers has a far-reaching effect in the greater economic development of the entire community. As a result, the Fayette County School Board (Board) set goals that not less than twelve percent (12%) of the total value of this contract be subcontracted to MWVBES if subcontracting will be utilized. The goal for the utilization of certified MWVBES as subcontractors are recommended goals. All bids and requests for proposals will be reviewed in detail by the Office of Economic Development prior to awards being submitted to the Board for approval. Bidders who fail to meet such goals are expected to provide written explanations to the Manager of Economic Development of efforts they have made to accomplish the recommended goals and the extent to which they are successful in accomplishing the recommended goals will be a consideration in the procurement selection process.

FCPS reserves the right to work with the most responsible and responsive bidder. That means that the district may need to move to the next highest evaluated proposal in the event that the proposed winning bidder is unwilling and unable to demonstrate documented good faith efforts to comply with these requirements.

For assistance in locating capable MWVBE subcontractors, follow this link to the FCPS Economic Development and Supplier Diversity MWVBE website: <https://www.fcps.net/13964>.

The Board's commitment extends to all providers of goods and services, which are broken down into the following categories:

1. Construction Contractors
2. Professional Service Contractors
3. Vendor/Supplier of Tangible Goods and Commodities

Fayette County Public Schools MWVBE Participation Goals

A. DEFINITIONS

- 1) A Minority-Owned Business Enterprise (MBE) is defined as a business which is certified as being at least 51% owned, operated and managed by persons of African American, Hispanic, Asian, Pacific Islander, American Indian or Alaskan Native Heritage.
- 2) A Women-Owned Business Enterprise (WBE) defined as a business certified as being at least 51% owned, operated and managed by a woman or women.
- 3) Veteran-Owned Business Enterprise (VBE): a business certified as being at least 51% owned, operated and managed by a veteran.
- 4) Good Faith Efforts are efforts, given all relevant circumstances, a bidder or proposer actively and aggressively seeking to meet the goals can reasonably be expected to make. In evaluating good faith efforts made toward achieving the goals, whether the bidder or proposer has performed the efforts outlined in the Obligations of Bidder for Good Faith Efforts will be considered, along with any other relevant factors (See Schedule 1).
- 5) Certification: FCPS strongly prefers to work with certified MWVBES. For projects over \$30,000 certification is required for minority, women or veteran owned companies. We accept certifications from third-party certifying agencies like the Tri-State Minority Supplier Development Council (TSMSSDC); Women's Business Enterprise National Council (WBENC); National Women's Business Owners Council (NWBOC); Kentucky Minority and Women Business Enterprise Certification (KY MWVBE); and any of various certification from the Small Business Administration (SBA). FCPS will rely on certifying agencies to verify certification of any businesses claiming to be certified.

B. GENERAL

- 1) FCPS requests all potential contractors to make a concerted effort to include MBE, WBE and VBE businesses as subcontractors or suppliers in their bids if subcontracting will be utilized.
- 2) Toward that end, FCPS has established 12% of total procurement costs as a Goal for participation of MWVBES.
- 3) **It is therefore a request of each Bidder to include in its bid, the same goal (12%) for MWVBE participation and other requirements as outlined in this section.**

C. PROCEDURES

- 1) The successful bidder will be required to report to FCPS the dollar amounts of all payments submitted to MWVBE subcontractors and suppliers for work done or materials purchased for this contract. (See Subcontractor Monthly Payment Report)
- 2) Replacement of a MWVBE subcontractor or supplier listed in the original submittal must be requested in writing and must be accompanied by documentation of Good Faith

Efforts to replace the subcontractor / supplier with another MWVBE Firm; this is subject to approval by FCPS. (See FCPS MWVBE Substitution Form)

- 3) For assistance in identifying qualified, certified MWVBE businesses to solicit for potential contracting opportunities, bidders may follow this link to the FCPS Economic Development and Supplier Diversity MWVBE website: <https://www.fcps.net/13964>.
- 4) FCPS will make every effort to notify interested MWVBE subcontractors and suppliers of each Bid Package, including information on the scope of work, the pre-bid meeting time and location, the bid date, and all other pertinent information regarding the project.

D. OBLIGATION OF BIDDER FOR GOOD FAITH EFFORTS

- 1) **The bidder shall make a Good Faith Effort to achieve the Participation Goal for MWVBE subcontractors/suppliers. The failure to meet the goal shall not necessarily be cause for disqualification of the bidder; however, bidders not meeting the goal are required to furnish with their bids written documentation of their Good Faith Efforts to do so.**
- 2) Award of Contract shall be conditioned upon satisfaction of the requirements set forth herein.
- 3) The Form of Proposal (Bid Documents) includes the forms set out below. These forms must be completed and submitted with Bid Documents if applicable:
 - a. Workforce Analysis Report: FCPS values diversity and inclusion. We strive to work with companies that share our values. Please share the diversity of your workforce in this form.
 - b. Current/Past MWVBE Contract Participation Form: This form will be used to capture your company's percentage of spend with MWVBES on current or past projects.
 - c. MWVBE Solicitation Report: This report verifies that your company contacted MWVBES in a timely manner to submit quotes for this contract.
 - d. MWVBE Participation Form: This report verifies the MWVBE subcontractors and material suppliers to be utilized on this project.
 - e. MWVBE Subcontractor Utilization Form: This form is intended to capture the MWVBE subcontractor's and material supplier's understanding of the work/material to be performed and the price as agreed with the Bidder/Contractor. This form must be completed and signed by the Bidder/Contractor AND the MWVBE subcontractor or material supplier.
 - f. Affidavit of MWVBE Subcontractor Payments Form: If awarded this contract, the prime contractor is obligated to submit a notarized report of all payments made to any MWVBE subcontractors or suppliers working on this project. Reports are due on a monthly basis to be sent to the Manager of Economic Development and Supplier Diversity.

- g. MWVBE Subcontractor Substitution Form: If a MWVBE contractor selected for this project is not able to meet the obligations as assigned, the prime contractor is obligated to replace that MWVBE subcontractor through the Good Faith Efforts steps outlined in this document and to secure another MWVBE contractor with like skills at a comparable contract price. All required forms and documentation for this substitution should be returned to the Manager of Economic Development and Supplier Diversity.
- h. Waiver Form: Contact the Purchasing Department or the Manager of Economic Development and Supplier Diversity to discuss bids you believe have no opportunity for the utilization of any subcontractors.

4) Failure to submit this information as requested may be cause for rejection of bid.

Sole Source

It is agreed that identified sole source expenditures shall also be excluded from the aggregate total of all sums paid in connection with implementation of the contract, and therefore, shall not be subject to the MWVBE goals. All designations as a sole source expenditure must be supported by data that indicates that only one company can perform the services. The following are examples of basis for sole source expenditures:

- a. The supplies or services to be acquired are unique to the contractor.
- b. Time is of the essence and only one known source can meet the FCPS's needs within the required timeframe.
- c. Data is unavailable for competitive procurement.
- d. It is necessary that the item being acquired from the one source be compatible and interchangeable with existing equipment.

Excluded Expenditure

FCPS and its contractors shall use good faith efforts as set forth herein in order to progress towards the achievements of the MWVBE goals, but FCPS shall not be required to pay any amounts in excess of the lowest responsible and responsive price or highest scored proposal to procure any goods or services, or to delay design, development or construction activities in order to progress towards the achievement of the MWVBE goals.

FCPS agrees the bid requirements shall obligate a contractor to agree to execute a contract by which it is contractually obligated to use good faith efforts as set forth herein, and that for a bid or price to be responsible and responsive, it must have been prepared by a contractor that agrees to be so contractually obligated. In the event that the lowest price or highest scored proposal is not responsible and responsive because the contractor does not agree to be contractually obligated to use good faith efforts as set forth herein, then that bid will be considered non-responsive and FCPS shall re-bid that contract or select the next lowest responsive price or best scored proposal, if permitted by applicable law.

FCPS Manager of Economic Development will be made aware of participation goals of the lowest bidder on all construction projects. The Manager of Economic Development shall be entitled to review any and all bids and requests for proposals to examine whether they are responsible and responsive with regard to good faith efforts as set forth herein. However, but there shall be no

obligation on FCPS to delay the project pending such review, and any if any contractor that becomes contractually obligated to use good faith efforts as provided herein is ultimately determined to have not used such good faith efforts, the remedies of FCPS shall be set forth in this Agreement with respect to such contractor.

Certification

FCPS strongly prefers to work with certified MWVBES. We accept certifications from third-party certifying agencies like the Tri-State Minority Supplier Development Council (TSMSSDC); Women's Business Enterprise Nation Council (WBENC); National Women's Business Owners Council (NWBOC); Kentucky Minority and Women Business Enterprise Certification (KY MWVBE); and any of various certification from the Small Business Administration (SBA). FCPS will rely on certifying agencies to verify certification of any businesses claiming to be certified.

SCHEDULE 1

GUIDANCE CONCERNING GOOD FAITH EFFORTS (To be submitted with Bid Documents)

Good faith efforts are efforts that, given all relevant circumstances, a bidder or proposer actively and aggressively seeking to meet the goals can reasonably be expected to make. In evaluating good faith efforts made toward achieving the goals, whether the bidder or proposer has performed the following may be considered, along with other relevant factors **(check all that apply)**:

- _____ Advertised opportunities to participate in the contract in general circulation media, trade and professional association publications, small and minority business media, and publications of minority and women business organizations within a reasonable time, prior to the deadline for submission of bids to allow MWVBE firms to participate effectively;
- _____ Provided notice to a reasonable number of minority and women business organization of specific opportunities to participate in the contract within a reasonable time, prior to the deadline for submission of bids to allow MWVBE firms to participate effectively;
- _____ Sent written notices of proposal, by certified mail, e-mail or facsimile, to qualified, certified MWVBEs soliciting their participation in the contract within a reasonable time, prior to the deadline for submission of bids to allow them to participate effectively;
- _____ Attempted to identify portions of the work for qualified, certified MWVBE's participation in order to increase the likelihood of meeting the goals, including breaking down contracts into economically feasible units;
- _____ Requested assistance from community organizations that work with minorities and women in achieving the goal;
- _____ Conferred with qualified, certified MWVBEs and explained the scope and requirements of the work for which their bids or proposals were solicited;
- _____ Attempted to negotiate in good faith with qualified, certified MWVBEs to perform specific subcontracts; not rejecting them as unqualified without sound reason, solely based on price, or without a thorough investigation of their capabilities;
- _____ Followed up initial solicitations of interest by contacting MWVBEs to determine their level of interest;
- _____ Made efforts to refer interested MWVBEs to entities who may be able to assist them in obtaining required bonding, lines of credit, or insurance; and
- _____ Effectively used the services available through minority community organizations, minority contractor groups, local, state and federal minority business assistance offices, and other organizations that provide assistance in the recruitment and placement of MWVBEs.
- _____ A bidder or proposer shall submit documentation of good faith efforts with bid documents or as requested by the Manager of Economic Development or the FCPS Board.

WORKFORCE ANALYSIS FORM

Name of Organization: _____

Categories	Total	White (Not Hispanic or Latino)		Hispanic or Latino		Black or African-American (Not Hispanic or Latino)		Native Hawaiian and Other Pacific Islander (Not Hispanic)		Asian (Not Hispanic or Latino)		American Indian or Alaskan Native (not Hispanic or Latino)		Two or more races (Not Hispanic or Latino)		Total	
		M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Administrators																	
Professionals																	
Superintendents																	
Supervisors																	
Foremen																	
Technicians																	
Protective Service																	
Para-Professionals																	
Office/Clerical																	
Skilled Craft																	
Service/Maintenance																	
Total:																	

Prepared by: _____

(Name and Title)

Date: ____/____/____

Fayette County Public Schools
MWVBE Solicitation Report
(Form to be submitted with Bid Documents)

Project Name: _____

Project Bid #: _____

Bidder / Contractor: _____

Total Bid Price or Estimate: \$ _____

I have contacted the following minority- and women-owned business enterprises and will not be subcontracting any work with them due to the reasons cited below: (Attach additional pages as necessary).

MWVBE Company	MWVBE Point of Contact Address/Phone/Email	Reason Not Utilized

I certify under penalty of perjury that the information contained in this document is correct.

Bidder / Contractor / Title

Date

Fayette County Public Schools
Current/Past MWVBE Contract Participation

(Form to be submitted with Bid Documents)

Project Name: _____

Project Bid/RFP#: _____

Bidder / Contractor: _____

List current/past contracts (3-5 years) and MWVBE participation in each contract.

Owner	Contract Dates	Project Name & Location	Contract Sum	MWVBE Participation (%)

List MWVBE companies that worked on the projects named above.

Company	MBE WBE VBE	Contact Name	Email/Phone	Scope of Work

(If more room needed, attach separate sheet.)

I certify under penalty of perjury that the information contained in this document is correct.

Bidder / Contractor / Title

Date

Fayette County Public Schools
MWVBE Participation Form
 (Form to be submitted with Bid Documents)

If awarded this bid/proposal, Bidder / Contractor will subcontract with the following MWVBE subcontractors / suppliers:

Project Name: _____

Project Bid #: _____

Bidder / Contractor: _____

Total Bid/Estimate: \$ _____

Total MBE \$ _____	Total WBE \$ _____	Total VBE \$ _____
Total MBE % _____	Total WBE% _____	Total VBE% _____

Work or Trade to be Subcontracted	MWVBE Business Name	MBE Total \$	WBE Total \$	VBE Total \$

(For each MWVBE Subcontractor/ Supplier, Attach Utilization Form)

I certify under penalty of perjury that the information contained in this document is true and correct. I am aware that in the event of a replacement of a MWVBE subcontractor, I will adhere to the replacement requirements set forth in the FCPS bid documents.

Bidder / Contractor Signature _____
Date

Fayette County Public Schools
MWVBE Subcontractor Utilization Form
(Form to be submitted with Bid Documents)

Project Name: _____

Project Bid#: _____

Bidder / Contractor: _____

This form is intended to capture the MWVBE subcontractor’s understanding of the work to be performed and the price as agreed with the Bidder / Contractor. This form must be completed and signed by the Bidder / Contractor and the MWVBE subcontractor and submitted as part of the bid or proposal package.

MWVBE Company: _____

Contact Person: _____

Address: _____

Phone: _____

Email: _____

MWVBE Subcontractor Price Agreed: \$_____

Description of Work: _____

Additional Notes: _____

I hereby certify under penalty of perjury that the above information is correct.

MWVBE Signature	Date	Bidder / Contractor Signature	Date
Title		Title	

Submit Separate Form per MWVBE Subcontractor to be Utilized
Attach MWVBE Certification

Fayette County Public Schools
Waiver for Participation of Minority-, Women- and Veteran-Owned
Business Enterprises
(Form to be submitted with Bid Document)

Project Name: _____

Project Bid#: _____

Bidder / Contractor: _____

Contact Person: _____

Address: _____

Phone: _____

Email: _____

The above named bidder cannot fulfill its commitment to minority, women and veteran-owned business enterprises participation due to the following reasons:

_____ Items being bid are not applicable for subcontracting.

_____ Other – Provide detailed explanation: _____

To the best of my knowledge and belief, the above information is accurate and true, and reflects our commitment to support the minority- and women-owned business enterprise initiative of Fayette County Public Schools.

Bidder / Contractor Signature

Date

Title

Fayette County Public Schools
Affidavit of MWVBE Subcontractor Payments
(To be Completed and Submitted Monthly by Successful Bidder)

This affidavit verifies that minority- and women-owned businesses (MWVBE) are performing the work on this project and that timely payments are being made by the prime contractor. This information will be reported to the Fayette County Public Schools (FCPS) Board of Educators as well as to other managers across the district.

By signing below, the prime contractor agrees that the payments recorded below are accurate as of the reporting period. Furthermore, by signing, the prime contractor attests that the MWVBE has performed a “commercially useful function” on this project.

Project Name: _____

Reporting Period: _____
(Month) (Year)

CONTRACTOR INFORMATION

Company Name	
Contact Person	
Address	
City, State, ZIP	
Email	
Phone	

MWVBE SUB-CONTRACTOR INFORMATION

Company Name	
Contact Person	
Address	
City, State, ZIP	
Email	
Phone	

PAYMENT INFORMATION

Payment Date	Payment Amount	Check #
	\$	
	\$	

Bidder / Contractor Signature Date Title

Sworn or affirmed and subscribed before me this _____ day of _____, 201__.

Notary Public
 My commission expires: _____

**Submit completed form monthly to the FCPS Manager of Economic Development
 1126 Russell Cave Rd., Lexington KY 40505**

Fayette County Schools
MWVBE Subcontractor Substitution Form
(Form to be utilized by Awarded Bidder, as necessary)

Date: _____

Bid/RFP/Quote Reference # _____

Prime Total Contract Awarded \$ _____

The MWVBE subcontractor listed below has been contacted as a substitute and has agreed to participate on this Bid/RFP/Quote. This substitution was made prior to or after the job was in progress for reasons stated below and are now being submitted to FCPS Economic Development for approval. By the authorized signature of a representative of our company, we understand that Good Faith Efforts procedures were followed in soliciting and retaining this contractor and documentation was submitted with this substitution form. This information will be entered into our file for this project. Signature of both the prime and the MWVBE subcontractor company is required below.

Reason for Substitution	
MWVBE Company being replaced (Include contact name/address/phone and email address)	
New MWVBE Company (Include contact name/address/phone and email address)	
Please attach MBE, WBE or VBE certification for new company	
Work to be Performed	
MWVBE Subcontractor Total Contract \$	
MWVBE % of Total Contract	

I certify under penalty of perjury that the information in this document is correct. By reporting this substitution, my company is adhering to the substitution requirements set forth in the FCPS purchasing documents.

Prime Contractor/Title

MWVBE Subcontractor/Title

Date

Date