



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

Invitation For Bid Number and Title Bid 23-24 Elevator Services	Department Maintenance
Due Date/Time: Wednesday, April 10, 2024 at 2:00:00PM Local Time	Term of Contract July 1, 2024 to June 30, 2025

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 ensure you are up to date on all FCPS Bids. You must follow the link above in order to not be charged by Vendor Registry.

*****Please note that district offices will be closed April 1 – 5 for Spring Break*****

Firm Name

Address

City/State/Zip

Telephone/Fax

Email

_____/_____/_____
Social Security Number

or

_____/_____
Employer Identification Number

THE GENERAL TERMS AND CONDITIONS, THE BID DOCUMENT, AND A SUCCESSFUL BIDDER'S RESPONSE CONSTITUTE THE FINAL CONTRACT/AGREEMENT BETWEEN FCPS AND BIDDER. NO CONTRACT/AGREEMENT TERMS REQUIRED BY BIDDER WILL BE CONSIDERED BY FCPS THAT ARE NOT SUBMITTED WITHIN THE RESPONSE. A SUCCESSFUL BIDDER UNDERSTANDS AND ACCEPTS THIS AS ESSENTIAL TO THE AWARD OF THE BID. A SUCCESSFUL BIDDER 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 BID SHOULD A SUCCESSFUL BIDDER TAKE THE POSITION THAT AN ADDITIONAL DOCUMENT WITH ADDITIONAL TERMS IS REQUIRED FOR A SUCCESSFUL BIDDER TO COMPLY WITH TERMS OF THE BID, THE BID AWARD SHALL BE CONSIDERED VOID AND BIDDER MAY BE DEBARRED FROM FUTURE WORK WITH FCPS.

CERTIFICATE MUST BE EXECUTED BY BIDDER/ PROPOSING FIRM

In compliance with this Invitation for Bid, in consideration of the detailed description attached hereto and subject to all conditions thereof, the undersigned agrees, if this bid is accepted, to furnish any or all of the items and services upon which prices are quoted in accordance with the specifications listed herein.

Contractor 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.

To be signed by bidder:

Company Name _____

Name _____ Title _____

Signature _____

Acceptance (to be signed if awarded contract)

Board of Education of Fayette County Kentucky

Dr. Demetrus Liggins, Superintendent

Date

General Terms and Conditions

1. Offerors are advised that any contract resulting from this solicitation must comply with all applicable provisions of KRS 45A and other statutes and policies noted in this solicitation.
2. Model Procurement Regulations adopted by the Fayette County Board of Education shall be deemed incorporated by reference in all specifications as though quoted fully herein.
3. 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 and women-owned business contractors, subcontractors, vendors and suppliers.
4. FCPS Department of Economic Development and Purchasing Department are available to assist and provide a listing, upon request, of certified minority-owned and women-owned business enterprises (MWBE). Offerors may consult the list for inclusion of subcontractors currently participating with the offeror. The list is not all-inclusive and may contain only the names of businesses that have self registered with the Board and have become approved contractors or vendors by contacting either Department of Economic Development, Division of Physical Support and Purchasing Department and are MBE certified. Offerors may use other properly certified MWBE subcontractors as long as proper certification is provided.
5. 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.
6. To receive consideration proposals must be received prior to time designated in this solicitation. None shall be accepted thereafter.
7. An officer or member of the proposing firm authorized to legally bind the firm must sign the bid/proposal.
8. The Board of Education reserves the right to accept any bid/proposal, to reject any or all bids/proposals, to waive any irregularities or informalities in bids/proposals 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/proposal 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.
9. By submitting a bid/proposal in response to this solicitation, 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.

10. Proposals are effective for sixty (60) days from date of closing unless otherwise specified in conditions of bidding and general specifications.
11. 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 solicitation. **FCPS reserves the right to determine if materials offered are the type and quality required.**
12. 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.
13. 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.
14. **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.
15. 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.
16. 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.
17. 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.
18. Venue for any legal action filed concerning this contract is Fayette County, Kentucky.

19. 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.
20. **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.**
21. **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.**
22. Any addendums or updates to the solicitation will be posted on the district web site. It is the offeror's responsibility to check the website for any updates.
23. **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.**
24. All responses to this solicitation become the exclusive property of FCPS. All proposals received in response to this solicitation 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.
25. To meet Kentucky Revised Statutes 45A.430 and 45A.435 purchase orders for construction that are issued that are under \$100,000.00 will not require a bond. Purchase Orders issued that exceed \$100,000.00 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.

26. 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.
27. 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.
28. 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)
29. By submitting a bid/proposal, the offeror is indicating that they have read, understand and agree to all terms, conditions and specifications outlined in this proposal.
30. Each proposer by submission of bid/proposal releases Fayette County Public Schools, its Board of Education, employees and agents from any claims arising out of, or in any way related to, the bid/RFP process and the selection of provider.
31. 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.
32. Modifications, additions or changes to the terms and conditions of this solicitation may be cause for rejection of the proposal. Offerors are requested to submit proposals on FCPS official forms. Proposals submitted on company forms may be rejected.
33. Successful offeror shall provide to the Fayette County Board of Education an invoice for supplies/services rendered under this contract and any agreed upon expenses to be reimbursed. Unless otherwise stated, travel and per diem shall be reimbursed based upon the district's current travel policies.
34. 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.
35. Sole proprietors or partnerships must supply Taxpayer Identification Numbers with proposal. Corporations are excluded from this requirement.
36. If there is a conflict between the terms of this document and any document submitted by the offeror the RFP document takes precedence.
37. Offeror agrees to abide by any reasonable request made by FCPS Administration regarding implementation of this contract.
38. 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.

39. 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 other party.

40. 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.

41. Offeror Initiated Requirements

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

42. **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.

43. 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.

44. This contract may be re-negotiated based upon, but not limited to, increases in services to participants. Any modifications shall be agreed to in writing and signed by both parties.

45. The staff providing services to the Board herein are employees of the Second Party and shall not represent to anyone that they are employees or agents of the Board.

46. **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.**

47. 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.

48. 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.

49. Purchases by other Kentucky Government Entities:

Any government entity in Kentucky shall have the option of making purchases from a contract executed under this solicitation 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.

50. 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.

Purchases by FCPS Food Service

51. "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.
52. "Substantial" means that over 51% of the final processed product consists of agricultural commodities that were grown domestically.
53. 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.
54. 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.
55. 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.
56. 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:
 57. 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
 58. Competitive proposals reveal the cost of a domestic product is significantly higher than a non-domestic product.
59. 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.
60. 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.
61. Distributor must affirm their willingness to assert their best and reasonable efforts to ensure compliance with this federal rule.

Special Conditions Specifications

1. All questions must be submitted in writing through Vendor Registry no later than 2:00PM, March 25, 2024.

2. Bids must be delivered to:

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

Bids 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 bid arrives at the specified location by the date and time of the bid opening. Bids should not be addressed to a specific person. **The FCPS Purchasing Office is closed and does not accept mail, commercial carriers or hand delivered bids on weekends and Holidays. Regular hours are 7:00AM to 3:00PM Eastern Time.**

3. Late bids

Any bids received after the due date listed on the cover page shall be considered a late bid. A late bid shall not be considered for award except under the following conditions only:

3.1. It was sent by registered or certified mail not later than the fifth (5th) calendar date prior to the due date specified on the cover; or

3.2. The bid was sent by mail, and it is determined by the Purchasing Department that the late receipt was due solely to the mishandling by the FCPS after receipt at the address specified in the solicitation.

3.3. If an emergency or unanticipated event or closing interrupts or suspends normal FCPS business operations so that bids cannot be received at the FCPS Purchasing Office by the due date stated on the cover page, the due date/time specified will be deemed to be extended to the same time of day specified in the solicitation on the first workday on which normal FCPS business operations resume.

3.4. The official time used for receipt of bids is the satellite clock located in the conference room 131 where the bid opening shall occur. This clock is connected by satellite to be the official time of the United States as determined by the National Institute of Standards and Technology (NIST) and U. S. Naval Observatory (USNO).

3.5. A late hand carried bid shall not be considered.

4. **The bid opening shall be held at the time specified on the cover page in Room 131.**

5. Bidders are invited to attend the bid opening and requested to not telephone for tabulation. FCPS staff provides notification following awards by The Board.
6. **Contract is effective for 1 year beginning July 1, 2024 and ending June 30, 2025.** 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 bidder. 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.
7. **Bid shall be awarded to one vendor and not awarded by item.** Bidder agrees to this contract by bidding.
8. It shall be understood that the bid contract shall not obligate FCPS or its schools and departments to purchase from the Bid Contract. If awarded the bid the vendor shall be placed on an "Approved Vendors List" for the school district.
9. **Bid shall be awarded to the responsible and responsive bidder as defined in KRS 45A.345, providing the lowest evaluated bid price.** To determine lowest evaluated bid price, the following criteria shall be considered:
 - Elevator Services (Items I, II) – 70 points
 - Time and Materials (Item III) – 30 points
10. **Unit price shall prevail in calculations. Cash discount allowances for early payment shall not be considered in recommending bid award.**
11. **Fuel Surcharges and other similar charges are not permitted.**
12. **Past Vendor Performance may be considered in the award of this Contract. Vendors with a record of poor performance with the school district in the last 24 months may be found non-responsible and ineligible for award.**
13. Tie Bids are low responsive bids from responsible bidders that are identical in price, and which meet the requirements and criteria set forth in the Invitation.

Award of Tie Bids shall be determined in the following manner.

1. Local bidders (those with the principal place of business in Fayette County) shall be awarded the bid if all other tie bids are from bidders outside the local area.
2. Should all bidders having tie bids, and having their principle place of business outside of Fayette County, and any one of the bidders has their principal place of business within Kentucky, the tie bidder with their business in Kentucky shall be awarded the bid.

3. Should bidders having tie bids all be from Fayette County, or alternately, should be all from outside Fayette County and are not based in Kentucky, the Bid shall be awarded by lot, to be drawn at designated time and place.
14. 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.
15. Erasures or the use of typewriter correction fluid on bid forms are unacceptable and may result in rejection of the bid. Prior to submission or openings, errors may be crossed out, corrections entered and initialed by the person signing the bid. Bids shall not be altered or amended after the specified time of opening.
16. Modifications, additions or changes to the terms and conditions of this Invitation may be cause for rejection of the bid. Bidders are requested to submit bids on FCPS official forms. Bids submitted on company forms may be rejected.
17. Successful bidder shall make provision for supplying PO numbers as part of any invoice issued to FCPS as a result of bid award.
18. 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.
19. Sole proprietors or partnerships must supply Taxpayer Identification Numbers with bid. Corporations are excluded from this requirement.
20. Successful bidders 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.
21. It is the policy of FCPS 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.
22. If there is a conflict between the terms of this bid document and any document submitted by the bidder the bid document takes precedence.
23. Bidder agrees to abide by any reasonable request made by FCPS Administration regarding implementation of this contract.

24. FCPS reserves the right to cancel contract if in the staff's opinion the contractor's work is unsatisfactory, his ability to meet completion schedules is unsatisfactory or billing is found to be excessive for work performed. Contractor may terminate the contract if FCPS fails to meet the specified payment terms.

25. **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.

26. **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.

27. 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.

28. 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 bid shall remain responsible for continued compliance with terms of this bid/response.

29. Bidder Initiated Requirements

Requirements that the bidder has or shall need if awarded the bid must be provided as part of the bid response.

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

31. **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.**

32. 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.

33. Bidder 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.**

CHECKLIST OF ITEMS TO INCLUDE WITH BID SUBMISSION

- _____ Cover page completed
- _____ Name and signature on Page 2
- _____ Taxpayer Identification Number (if not a Corporation)
- _____ References
- _____ Cost Proposal
- _____ Resident Bidder Affidavit if declaring Resident Bidder Status
- _____ Completed W9 form
- _____ Proof of Insurance

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

If "yes" and certified please include a copy of certification.

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?

5. Name of state where your home office/headquarters is located: _____
 Yes If not Kentucky, does the state have preferential treatment on bids and RFPs
 No
If Yes, What percentage: _____%

Date	Event
March 19, 2024	Release RFP
March 25, 2024	Deadline for RFP questions
April 10, 2024	Proposals due
April 16 – 22, 2024	Evaluation of proposals
May 20, 2024	FCPS Board meeting for approval of contract (if applicable)
July 1, 2024	Preferred Contract start date

Scope of Work

1. It is the intent of these specifications to provide the owner with uniform full maintenance elevator services from a reliable vendor. All services under this contract shall be performed in a workmanlike manner, and all equipment in the penthouse, pit, elevator shaft and associated access routes shall be maintained in a neat, clean and orderly manner. Only skilled elevator trade mechanics or specialists in the repair of the component equipment shall be employed by the vendor for work under this contract. The vendor shall fully cooperate with the owner in the execution of this contract.
2. For an appointment to visit sites contact Wayne Brumfield, Electronics Foreman, telephone (859) 381-3911.
3. Company receiving bid must be an established ongoing entity regularly engaged in Elevator work with a fully staffed office located within a sixty (00) mile radius of Fayette County. Included in the staff permanently assigned to this office shall be:
 - 3.1 Three (3) full time mechanics, each with no less than five (5) years experience in maintaining the types of equipment defined herein; and
 - 3.2 Separately from item 3.1, a repair crew of at least one (1) full time mechanic and one (1) full time helper, each with a minimum of five (5) years elevator industry experience.

(Note: Proposing vendor must include the names and brief resumes for each of the listed personnel in 3.1 and 3.2.)
4. The contractor must have adequate inventory of parts to service all elevators on which offers are submitted and a satisfactory source of supplies for such parts as may be needed in the performance of the contract. Replacement parts furnished by the contractor shall be new and equal to the original manufacturer's parts. Replacement parts not included in the service contract shall be billed at the original manufacturer's commercial list price in effect at time service is rendered less any discounts offered.
5. The Board will only tender for maintenance service those elevators, which are in good working condition. Elevators, which were maintained in the previous contract period, shall be considered for the purpose of this determination, as being in good operating condition. The bidder must notify the Board of Education in writing of any elevators listed in this bid invitation that are not acceptable for maintenance service stating the reason for rejection. Failure to do so will constitute acceptance by the bidder of all elevators listed in this contract.
6. The contractor must furnish to the Board of Education Maintenance Office a copy of each inspection report. The inspection report must be signed by the school principal or head custodian.

7. Charges for work performed shall be on job site and shall not include travel to and from job site. Invoices shall be completed to 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 cost of each
 - Total charges for project
8. Written reports must be provided to the owner's representative following each reactive service or emergency call. Reports must include details of all services performed including recovery, recycling, reclamation and addition of refrigerant quantities and any recommendations. Any reports deemed illegible will be returned to the contractor for reaccomplishment and/or clarification at no extra cost to The Board.
9. Proposing vendor must have rendered this type of contract service for a minimum of five (5) years.
10. Proposing vendor must provide with their proposal a list of references containing no less than three (3) locations where vendor currently maintains equipment of the type at F.C.P.S.
11. Vendor must have twenty-four (24) hour answering service staffed with living human beings. Recorded answering systems or call forwarding services are not acceptable at any time during the contract period.
12. Each vendor shall visit the individual elevator locations and thoroughly familiarize himself with all existing conditions, and likely prospective conditions, to be encountered in the fulfillment of the contract.
13. The work performed shall include, but not be limited to, inspecting, adjusting, lubricating, replacing of parts and keeping elevators in first class operating condition, including all intervening service calls necessary between regular inspections as outlined in the specifications.
14. Contractor will arrive at job site within 1(one) hour of notification to perform service as directed by F.C.P.S. representative.

The Vendor Agrees To:

15. Perform an annual hydraulic and inspection test in accordance with the American National Safety Code and maintain Firemen's Service Phase II, as applicable.
16. Properly lubricate elevator guide rails and renew guide gibs and rollers when necessary to insure proper smooth and quiet operation.
17. Perform the following safety related tasks:
 - 17.1. Inspect and test all safety devices and governors, and equalize the tension on all hoisting ropes, as per the elevator safety requirements as covered by the ANSI 1981 Code for Elevators, dumbwaiters, escalators, and moving walks (803 KAR 4:010)
 - 17.2. All tests recommended in Section 1001, "Periodic Tests and Inspections," including annual no-load and five year full-load, shall be required with the exception of the six (6) month test in Section 1001.6A. The 12-month test in the same section shall be required.

- 17.3. After award of this contract, the vendor shall submit to the owner, within a reasonable time, an approximate schedule of the tests that will be performed on the particular units. This schedule shall include: (1) date of the last test, and (2) the approximate month in which the currently required test will be performed.
18. Renew all wire ropes as often as necessary to maintain an adequate safety factor, and repair or replace conductor cables.
19. Furnish and apply high-grade lubricants.
20. During regular service calls check and replace as needed indicator lights, push buttons, and lights as necessary.
21. Furnish annual report on conditions of elevators and tests performed. This report shall be submitted to FCPS by Sept. 1 of each year.

SPECIFICATIONS FOR SERVICE CONTRACT ON ELEVATORS

I. Oil Hydraulic Elevators:

Passenger Elevators	Manufacturer	Make/Model	Serial Number	Date Installed
Arlington Elementary	Dover	21180		2010
Ashland Elementary	Thyssen-Dover	14901	EK7338	2000
Breckenridge Elementary	DC	22166		2014
Bryan Station High	DC	18576		2008
Bryan Station Middle	DC	5037		Rebuilt 2006
Cassidy Elementary	DC	20853		2011
Cardinal Valley Elementary	Thyssen-Krupp	22053		2012
Central Office Main	Dover	04423		1980
Central Office Annex	Schindler	16865		2012
Clays Mill Elementary	DC	22405		2012
Fredrick Douglas High	DC	26594		*2017 August
Harrison Elementary	Thyssen-Dover	14902		2001
Henry Clay Main	Dover	15052		2001
Henry Clay Gymnasium	Dover	15053		2001
Jessie Clark Middle	Thyssen-Krupp	24243		2016
Julius Marks Elementary	Dover	15405		2001
Lafayette Main	DC	4878		Rebuilt Dec. 2004
Lafayette Band Building	Dover	15076		2003
Leestown Middle	Esco/DC	10047		Rebuilt 2003
Lexington Traditional Middle	DC	10745		Rebuilt 2011
Maxwell Elementary	Dover	15316	EP06015	2001
Millcreek	Powers	5510		Rebuilt 2012
Morton Middle	Dover	15815	EN0723	2002
Paul Laurence Dunbar High	Westinghose	11215		1991
Picadome Elementary	Dover	15404	EP0602	2001
Russell Cave Elementary	DC	5891		1981
Russell Cave Warehouse	DC	22557		2012
S.C.A.P.A.	Dover	15206	EP7020	2000

Squires Elementary	DC	25176		2016
Tates Creek Middle	DC	21708		2011
Tates Creek High School	Canton	25637	27544	2022
Tates Creek High School	Canton	25641	27545	2022
Tates Creek High School	Canton	25585	27546T	2022
STEAM/Success Academy	DC	19397		2008
John Price Administration Building	Thyssen-Krupp	15213		2002
John Price Administration Building	Thyssen-Krupp	15214		2002
Midland Avenue	Otis	5467		1980
Midland Avenue	Otis	5468		1980
Midland Avenue	Otis	5673		1980
Midland Avenue	Otis	5674		1980

CHAIRLIFT				
Bryan Station Middle				2009
FREIGHT ELEVATOR				
Central Storage Building	Esco/DC	17603		1981
Russell Cave Warehouse	DC	22558		2012
John Price Administration Building	Thyssen Krupp	15212		2002
Midland Avenue	Otis	5675		1980

- A. Once each month, except where noted, examine, adjust, lubricate as required, and if necessary repair or replace the following:
1. Power unit
 2. Pump
 3. Motor, bearings, windings, starters, brushes and rotors
 4. Controller
 5. Valves, including relief valve, pilot, lowering, leveling and check valves; or any parts thereof
 6. V-Belts, strainers, springs and gaskets
 7. Controller relays, contacts, coils, timers, magnet frames and controller wiring, traveling cable and components for entire operating circuit
 8. Plunger, guide bearing, packing and packing gland
 9. Guide rails and guide shoes
 10. Jack packing,
 11. Packing glands
 12. Pistons
- B. The maintenance contractor shall perform the following:
1. Supply and install lubricants which are specially prepared and compounded for the equipment
 2. Maintain the hydraulic fluid at the proper operating level
 3. Make all adjustments, repairs, and/or replacements which it may be advisable to make before the next regular examination
 4. To examine, lubricate, adjust, and if conditions warrant, repair or replace necessary parts

- C. This proposal shall include maintenance of all necessary elevator equipment including:
1. controller, selector, relay panel and interlocks
 2. door hangers, door closer, door guides, retiring cams, landing door or gate operators
 3. safety edges or astragals, sweeps, limit switches, operating switches, wiring to controls, car lights and push buttons.

- D. The following items of elevator equipment are not included in the agreement:
1. Refinishing, repairing or replacement of:
 - (a) car enclosure
 - (b) car doors
 - (c) hoistway enclosures
 - (d) hoistway door panels
 - (e) frames and sills
 - (f) car flooring and covering
 - (g) light fixtures and lamps
 - (h) main line power supply gear

- E. It is the responsibility of each bidder to make an on site inspection of the equipment and determine if any of the parts show considerable wear and will not be functional for the duration of the maintenance period. A list of said parts with installed replacement cost shall be included in this bid. If it is found that no replacement parts are required, please indicate:

Name of Part(s) and Cost

Chair Lifts	Manufacturer	Make/ Model	Serial #	Date Installed
Bryan Station Middle	Garaventa			2009

- A. Once each month examine, adjust, and lubricate as required for safe operation.
- B. The maintenance contractor shall perform the following:
1. Supply and install lubricants which are specially prepared and compounded for the equipment.
 2. Make all adjustments, repairs, and/or replacements, which it may be advisable to make before the next regular examination.
 3. To examine, lubricate, adjust, and if conditions warrant, repair or replace necessary parts.
- C. It is the responsibility of each bidder to make an on-site inspection of the equipment and determine if any of the parts show considerable wear and tear and will not be functional for

the duration of the maintenance period. A list of said parts with installed replacement cost shall be included in this bid. If it is found that no replacement parts are required, please indicate:

Name of Part(s) and Cost

II.

Dumbwaiters	Manufacturer	Make/ Model	Serial #	Date Installed
Henry Clay	Abell			2000
Henry Clay	Abell			2000

- A. Once every thirty (30) days examine, adjust and lubricate all of the dumbwaiter equipment.
- B. Repair or replace following parts of the dumbwaiter:
 - 1. Relays
 - 2. Limit switches
 - 3. Push-button station
 - 4. Motor, bearings, windings, starters, armatures, brushes
 - 5. Brake, brake coils, brake linings
 - 6. Resistance for operating and motor circuits
 - 7. Worm gears, gears, thrust bearings, sheave bearings
 - 8. Interlock
 - 9. Control guides
 - 10. Deflector sheaves
 - 11. Traveling cable
 - 12. Signal machines, motor generator sets, M.G., starting panels
 - 13. Door hangers, door closers, retiring cams, car and landing door operators, safety edges, sweeps, switches, wiring of car lights, controls, wiring to controls, emergency phones(not lines), and car top emergency fans
- D The owner is responsible for supplying power to the disconnect switch of the dumbwaiter.
- E. It is the responsibility of the bidder to examine the dumbwaiter equipment and determine the parts that are worn and will be unable to function for the time span of this bid. List these parts and installed price or indicate that parts are not required:

Name of Part(s) and Cost

III. Time and Material Contract

Bidders are requested to submit a cost for furnishing labor and materials for elevator repairs that are not covered under this service contract.

The following elevators are equipped with software that requires special tools to troubleshoot and reprogram the elevator in case of failure:

Ashland Elementary
Harrison Elementary
Julius Marks Elementary
Maxwell Elementary
Morton Elementary
P.L. Dunbar High
Picadome Elementary
S.C.A.P.A.
Central Office Annex
Henry Clay High (both elevators)
Lafayette Band Building

RESPONSE SHEET

Please include with submission

Company address of office located within 60 miles of Fayette County:

Location of parts storage building _____

Number of service personnel assigned to Lexington area _____

Number of service personnel assigned to Lexington area who reside in Fayette County

Please acknowledge compliance to the following:

	Yes	No
Company must have an office within 60 miles of Fayette Co.		
<u>Company address of office located within 60 miles of Fayette County:</u>		
Three (3) references for which similar services are being considered is included with proposal		
Company will respond to any emergencies within 60 minutes?		

Price 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 non-residency 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.

Bid 23-24 Elevator Services**Response Sheet**

Item No.	I. Oil Hydraulic Elevators	Monthly Price for Service Contract
1	Arlington Elementary	
2	Ashland Elementary	
3	Breckenridge Elementary	
4	Bryan Station High	
5	Bryan Station Middle	
6	Cassidy Elementary	
7	Cardinal Valley Elementary	
8	Central Office Main	
9	Central Office Annex	
10	Clays Mill Elementary	
11	Fredrick Douglas High	
12	Harrison Elementary	
13	Henry Clay Main	
14	Henry Clay Gymnasium	
15	Jessie Clark Middle	
16	John Price Administration Building	
17	John Price Administration Building	
18	Julius Marks Elementary	
19	Lafayette Main	
20	Lafayette Band Building	
21	Leestown Middle	
22	Lexington Traditional Middle	
23	Maxwell Elementary	
24	Midland Avenue	
25	Midland Avenue	
26	Midland Avenue	
27	Midland Avenue	
28	Millcreek	
29	Morton Middle	
30	Paul Laurence Dunbar High	
31	Picadome Elementary	
32	Russell Cave Elementary	
33	Russell Cave Warehouse	
34	S.C.A.P.A.	
35	Squires Elementary	
36	STEAM/Success Academy	
37	Tates Creek Middle	
38	Tates Creek high School	
39	Tates Creek High School	
40	Tates Creek High School	

	CHAIRLIFT	
41	Bryan Station Middle School	
	FREIGHT ELEVATOR	
42	Central Storage Building	
43	John Price Administration Building	
44	Midland Avenue	
45	Russell Cave Warehouse	
	II. DUMBWAITERS	
46	Henry Clay	
47	Henry Clay	
	TOTAL PRICE FOR SECTION I,II	
	III. TIME AND MATERIALS	Price per hour
1	Elevator Mechanic price per hour	
2	Elevator Mechanic Helper price per hour	

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. Materials shall be sold to FCPS at or below an established catalogue price per KRS 45A.345 (7)

REFERENCES

Please include a list of a minimum of three (3) locations where vendor currently maintains equipment of the type at FCPS. 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:

Brand/type of elevator serviced:

2. Company Name:

Company Address:

Contact Person:

Phone Number & Email Address:

Dates Services Provided:

Brand/type of elevator serviced:

3. Company Name:

Company Address:

Contact Person:

Phone Number & Email Address:

Dates Services Provided:

Brand/type of elevator serviced:

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

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 _____
(Affiant) (Title)

Of _____ This ____ day of _____, 20 ____.
(Company Name)

Notary Public

[seal of notary]

My commission expires: _____