



**PURCHASING DEPARTMENT, ROOM 137  
1126 RUSSELL CAVE ROAD  
LEXINGTON, KY 40505  
[www.fcps.net/bids](http://www.fcps.net/bids)**

<b>Invitation For Bid Number and Title</b> Bid 30-24 Boilers Preventive Maintenance	<b>Department</b> Maintenance
<b>Due Date/Time:</b> Wednesday, April 17, 2024 at 2:00:00PM Local Time	<b>Term of Contract</b> 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](http://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 \_\_\_\_\_

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**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](http://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, April 10, 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 (5<sup>th</sup>) 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:
  - Price
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)
- \_\_\_\_\_ Requirements bidder has or shall need if awarded the bid (if required)
- \_\_\_\_\_ Bond
- \_\_\_\_\_ List of Personnel
- \_\_\_\_\_ Written Quality Assurance and Quality Control programs
- \_\_\_\_\_ Written Policy for Emergency Response
- \_\_\_\_\_ Copy of state HVAC license, Master License (Company) and journeyman for each listed technician.
- \_\_\_\_\_ Combustion analysis equipment – Submit certificate of latest calibration
- \_\_\_\_\_ Dunn and Bradstreet number for rating of financial stability
- \_\_\_\_\_ Letter from insurance company with the last three years of Experience Modification Factor
- \_\_\_\_\_ Response Sheet, includes Total Contract Price and Master HVACR Contractor License Number
- \_\_\_\_\_ Resident Bidder Affidavit if declaring Resident Bidder Status
- \_\_\_\_\_ Qualified Bidder Affidavit if declaring Qualified Bidder Status (non-profit)
- \_\_\_\_\_ 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: \_\_\_\_\_%

**Anticipated Timeline**

Date	Event
March 29, 2024	Release Bid
April 10, 2024	Deadline for questions
April 17, 2024	Bids due by 2:00PM
May 20, 2024	FCPS Board meeting for approval of contract (if applicable)
July 1, 2024	Preferred Contract start date

**SCOPE OF WORK AND SPECIAL CONDITIONS**

1. This is an invitation to submit a bid for establishing a preventative maintenance service contract for servicing/overhauling/maintaining selected boilers for FCPS as outlined in this bid invitation.
2. The work performed shall include, but not be limited to, inspecting, adjusting, lubricating, replacing of parts and keeping boilers in first class operating condition, replacement of steam traps, and maintain pneumatic controls as they relate to boilers, and other task as outlined in the specifications and attached preventive maintenance sheets.
3. Company must be able to respond to any service calls within 2 hours of being notified by FCPS
4. Bidder must be regularly engaged in boiler repair and servicing business; must have knowledge and validated experience servicing the items bid; must have adequate financial responsibility, facilities, equipment, tools and number of skilled employees to carry out all the terms and conditions of the contract and must satisfy The Board that such criteria is met at time of bid submission. **Failure to submit the requested information shall disqualify the bidder.**
5. The contractor must have adequate inventory of parts to service all boilers on which bids 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.
6. At the end of each contract period, the successful bidder shall provide an annual data sheet of each facility stating the boiler certificate number and annual dollar and man-hour charges to FCPS.
7. Successful bidder shall comply with federal, state and local safety regulations. Bidder shall present proof that his company has a plan for implementing OSHA and Asbestos Training requirements stated.
8. The Board shall only tender for maintenance service those boilers in good working condition. Bidder must notify The Board in writing of boilers listed in this bid invitation that are not acceptable for maintenance service and state the reason for rejection. Failure to do so shall constitute acceptance by the bidder of all boilers listed in this contract.
9. Contractor must furnish to FCPS Maintenance Division a copy of each inspection/preventative maintenance report to include all PM labor hours. The school principal or head



custodian **MUST** sign the inspection/preventative maintenance report. Failure to comply shall be grounds for termination of the pm/service agreement giving FCPS authorization to select another bidder.

10. Work included under this contract shall be supervised and approved by FCPS Director of Maintenance or designee. The successful bidder shall keep the FCPS Director of Maintenance or designee informed daily on the status of each PM job through electronic mail, or fax for record purposes and follow up. Verbal updates shall be followed up by hard copy correspondence of the type stated above.
11. For continuity and security the contractor shall keep the Director of Maintenance or his designee informed of the contractor's employees' locations at all times. **All** Contractor personnel shall sign in and out at each school/facility; inform principal/head custodian of work performed and the status of such work. The FCPS maintenance office shall provide name badges for contractor personnel that shall be worn above the waist in plain view while performing duties in all FCPS facilities. In the case of school/ building lockdowns or other emergencies, contractor personnel shall follow the directions of the principal or competent authority.
12. A bid bond for 5% of the amount of the bid shall be included with bid submission. A performance and payment bond for 100% of the contract price must be submitted before work begins.
13. Payments for preventive maintenance shall be made in quarterly installments. **December 2024, March 2025, June 2025, and September 2025** are scheduled payments. Payments for contracts 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 and approved. However, payments may be made early to take advantage of cash discounts offered, provided the taking of such discounts is advantageous to The Board. Payment by FCPS shall only be made when all service tickets are turned in to the FCPS Director for Maintenance or designee. Contractor work orders or tickets must be signed by the principal or authorized personnel at that school or facility at the time of service. Contractor's service technician shall sign in and sign out in the school office during each visit.

14. Safety Requirements:

A. OSHA Requirements: The successful bidder shall comply with both 29 CFR 1910, as adopted by 803 KAR 2:300 through 2:320 with amendments and supplements, and 29 CFR 1926 on all applicable FCPS projects.

B. Asbestos Training Requirements: The successful bidder shall comply with all the following CFR and Public Laws on all FCPS projects.

1. 29 CFR 1910
2. 29 CFR 1926
3. 40 CFR 61
4. 40 CFR 763,1982
5. 40 CFR 763, 1985
6. 40 CFR 763, 1986
7. PL98-337, 1984
8. PL99-519, 1986

15. Oils, lubricants, parts and other supplies needed to perform boiler preventative maintenance shall be manufacturer/factory-approved parts/ materials equal to the original materials, and shall be provided by the successful bidder.
16. Successful bidder may not be able to perform work during normal school hours due to school classes/activities/holidays/school breaks. Request for access to FCPS facilities during hours other than normal maintenance duty hours (7:00am– 4:00pm) shall be coordinated two (2) working days prior to admittance with the Director for Maintenance or designee. Coordination for utility outage shall be made with the Director for Maintenance or designee five (5) working days prior.
17. The enclosed Inventory List are living documents and 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 Preventative Maintenance Boiler Service within thirty (30) days. The Director of Maintenance or designee must approve changes to the contract.
18. Successful bidder agrees to abide by any reasonable request made by the Director of Maintenance regarding implementation of this contract. A monthly meeting is required by the successful bidder with the Director for Maintenance or designee to discuss contract items or discrepancies.
19. The District may terminate this contract, if the contractor fails to perform at the level specified in the contract document. Contractor may terminate the contract, if the District fails to meet the specified payment terms.
20. Delays in projects due to noncompliance with Item 14, Safety Requirements shall result in deductions from the total project cost at a sum of \$250.00 per day.
- 21. Per 29 CFR 1910.47, bidder shall provide FCPS a copy of current lockout and tag out program at the time of bid opening, and shall inform FCPS of any restrictions and prohibitions thereof.**
22. At time of bid submission, bidders shall furnish the following information. Failure to submit the following information shall disqualify the bidder:
  - A. Personnel: list of technicians along with qualification biography, schools and formal training. Photocopy of driver's license and photocopy of drug test within the last year.
  - B. A minimum of nine (9) journeymen, at least one (1) who MUST have certified factory Aercro training.
  - C. Written Quality assurance program.
  - D. Written Quality Control Program.
  - E. Written policy for Emergency Response.
  - F. Annual overview showing estimated labor for each boiler and school on a month to month basis, Exhibit "B" Domestic Hot Water Heaters, page 1; Exhibit "C" Steam Boilers, page 1; Exhibit "D" Hot Water Boilers, pages 1-3.
  - G. Copy of state HVAC license – Master License (Company) and journeyman for each listed technician.
  - H. Combustion analysis equipment – Submit certificate of latest calibration.
  - I. Dunn and Bradstreet number for rating of financial stability.
  - J. Letter from insurance company with the last three years of Experience Modification

Factor.

M. Contract Price.

23. Invoices for contract service shall be submitted for payment at the completion of each quarter. Billing must coincide with estimated labor annual overview sheet and annual bid package price.
24. Contractors desiring to submit a bid are required to visit each FCPS facility and record serial numbers, model numbers and KY numbers of each boiler; serial numbers and model numbers for burners and **submit such at the bid opening** (Exhibit E, pages 1-6; Exhibit F, pages 1-2; Exhibit G, pages 1-2. **Failure to provide the required numbers shall disqualify the bidder. The complete list of required items is listed in Exhibit A.**
25. At time of bid opening, each bidder shall provide an annual preventative maintenance labor estimate and task list for each school listed. An example of such labor estimates and task lists are provided in Technical Exhibit B, page 1; Technical Exhibit C, page 1; and Technical Exhibit D, pages 1-3.
26. Successful bidder must provide written documentation to the FCPS concerning discrepancies believed to be from renovation/construction as soon as feasibly possible after known discrepancy is discovered.

**TECHNICAL EXHIBIT "A"**  
**EVALUATION LINE ITEMS**

- |        |  |
|--------|--|
| TAB 1  | Copy of letter from Insurance Company listing MOD rating for last three years<br>Copy of Current Insurance Certificate<br>Most Recent EMR Rating |
| TAB 2  | Written Safety Program<br>Copy of Current Lock Out/Tag Out program<br>Plan for implementation of OSHA and Asbestos training requirements         |
| TAB 3  | Written Emergency Response Program   |
| TAB 4  | Written Quality Assurance Program<br>Written Quality Control Program   |
| TAB 5  | Aerco Boiler Certificate of Training for (1) Technician  |
| TAB 6  | List of Technicians in Lexington area  |
| TAB 7  | List of technician's qualifications: training; include copies of Driver's License;<br>Journeyman license; Company Master License.                |
| TAB 9  | Combustion analysis certificates for combustion analyzers w/in last 18 months  |
| TAB 10 | Annual overview of estimated labor hours<br>List of all Boiler & Burner Manufacturer, Model #, Serial #, KY#                                     |
| TAB 11 | Contract Pricing – Page 26   |

## **GROUP 1: DOMESTIC HOT WATER BOILERS (Technical Exhibit B)**

### **I. Preparation for Annual Domestic Hot Water Boiler Inspection**

Contact the FCPS Plumbing Foreman for the current list of boilers scheduled for inspection. Clean firesides and watersides of boilers as designated by FCPS representative annually. Only one-half of the boilers listed in the specifications shall be prepared for the annual boiler inspection and the remainder shall be prepared for the annual boiler inspection the following year. Preventive maintenance shall be performed the entire year on all boilers as outlined in the specifications. This procedure shall remain in effect throughout the contract period. FCPS designee shall provide a list of boilers for inspection to the contractor approximately two (2) months before the preparation of the boilers. The contractor provides all materials, tools, parts and labor unless specifically mentioned otherwise in these specifications.

1. Remove all hand-holes, manholes and pressure wash interior of boiler.
2. Brush and clean interior of combustion chamber and firesides of boiler including all flues and gas passages including breaching. Visually inspect stack or chimney for blockages etc., clean if necessary.
3. Inspect firesides and watersides.
4. Check/replace all sacrificial anodes if needed and if so equipped.
5. Replace flame rod and ignitor on all Aerco domestic hot water boilers annually. **Due to the unique construction and operation of Aerco boilers, all PM and frequencies shall be accomplished according to Aerco O and M manuals, technical bulletins and PM sheets included in this bid.**

### **II Following Annual Boiler Inspection**

1. Replace and install new gaskets in the hand-holes and manholes of those boilers that were inspected.
2. Prepare all boilers for start-up.
3. Inspect, clean and lubricate all domestic hot water circulating pumps and check for proper operation.
4. Start-up and run all boilers, perform combustion analysis, adjust for proper combustion, check all gas train devices, safety devices including high limit/pressure/temperature devices and bring boiler up to operating temperature. All domestic hot water boilers are required to be fully operational by August 1, 2024.
5. Document discrepancies, prepare written report for each boiler and furnish the report to Board of Education designee.
6. The contractor shall coordinate with the current chemical treatment company contracted to FCPS to provide wet lay up of any hot water boilers that shall not be in operation for the spring, summer and part of the fall months.

### **III Perform Monthly Preventative Maintenance - (January - December to include Aerco boilers)**

1. Perform Monthly Preventative Maintenance on all boilers and associated equipment (burners, pumps, valves, water feeders etc.).
2. The contractor shall submit a preventative maintenance plan (when such a plan exceeds the minimum requirements listed below) to the Board of Education designee (upon acceptance of the selected bidder) for approval.

As a **minimum** the following shall be performed during each preventative maintenance visit:

- a. Inspect the operation of the water level control.
  - b. Check temperature.
  - c. Measure the flue gas temperature.
  - d. Visually inspect the burner(s).
  - e. Visually inspect the operation of the boiler's motors and auxiliary equipment.
  - f. Visually inspect the outside of the boiler.
  - g. Test the low-water cutoff control.
  - h. Perform a complete combustion gas analysis and adjust burner(s) if necessary.
  - i. Test the operation of all burner controls.
  - j. Test the operation of the boiler pressure controls.
  - k. Test the boiler pressure safety valve.
  - l. Clean and test the operation of the second low-water cutoff valve.
  - m. Inspect belt(s).
  - n. Check fire side gaskets and replace as necessary.
  - o. Blow down domestic boiler monthly to remove solids.**
1. The contractor shall document discrepancies and recommendations, prepare written reports for each boiler and furnish the reports to the Board of Education designee.
  2. **Due to the unique construction and operation of Aerco boilers, all PM and frequencies shall be accomplished according to Aerco O and M manuals, technical bulletins, and the PM sheets that are included in this Bid.** Upper and lower gas pressure differentials shall be checked/ adjusted on a monthly basis and to determine extent of exhaust tube stoppage in accordance with Aerco procedures.

## **GROUP 2: STEAM BOILERS (Technical Exhibit C)**

### **I. Preparation for Annual Steam Boiler Inspection**

Contact the FCPS Plumbing Foreman for the current list of boilers scheduled for inspection. Clean firesides and watersides of boilers as designated by FCPS representative annually. Only one-half of the boilers listed in the specifications shall be prepared for the annual boiler inspection the first year and the remainder shall be prepared for annual boiler inspection the following year. Preventative maintenance shall be performed the entire year on all boilers as outlined in the specifications. This procedure shall remain in effect throughout the contract period. FCPS designee shall provide a list of boilers for inspection to the contractor approximately two (2) months before the preparation of the boilers. The contractor provides all materials, tools, parts and labor unless specifically mentioned otherwise in these specifications.

1. Remove all hand-holes, manholes and pressure wash interior of boiler.
2. Brush and clean interior of combustion chamber and firesides of boiler including all flues and gas passages including breaching. Visually inspect stack or chimney for blockages etc., clean if necessary.
3. Inspect firesides and watersides.
4. Inspect all fans and ducts.
5. Inspect pneumatic valves.
6. Clean the feed water system.
7. Inspect and clean all electrical contacts on motors and starters.
8. Clean and rebuild all low-water cutoff controls.

### **II Following Annual Steam Boiler Inspection**

1. Replace and install new gaskets in the hand holes and manholes of boilers that were inspected.
2. Prepare all boilers for start-up.
3. Inspect, clean and lubricate condensate receiver units and pumps and inspect for proper operation.
  - a. Start-up and run all boilers, perform combustion analysis, adjust for proper combustion, check all gas train devices, safety devices including high limit/pressure/temperature devices and bring boiler up to operating pressure. All steam boilers must be fully operational by October 1, 2024.
  - b. Document discrepancies and recommendations, prepare written report for each boiler and furnish the report to FCPS designee. Successful bidder shall submit documentation certifying that all frequencies have been met and all tasks have been accomplished per contract specifications.
  - c. Contractor shall coordinate with the current chemical treatment company contracted to FCPS to provide wet lay up of the steam boiler(s) for the end of the heating season if applicable.

### **III Perform Monthly Steam Boiler Preventative Maintenance - (October-April)**

1. Perform Monthly Preventative Maintenance on all boilers and associated equipment (burners, pumps, valves, water feeders etc.)

2. The contractor shall submit a preventative maintenance plan (where such a plan exceeds the minimum requirements listed below) to FCPS designee (upon acceptance of selected bidder) for approval.

As a minimum the following shall be performed during each preventative maintenance visit:

- a. Inspect the operation of the water level control.
  - b. Check steam pressure.
  - c. Measure the flue gas temperature.
  - d. Visually inspect the burner(s).
  - e. Visually inspect the operation of the boiler’s motors and auxiliary equipment.
  - f. Visually inspect the outside of the boiler.
  - g. Test the low-water cutoff control.
  - h. Perform a complete combustion gas analysis and adjust burner(s) if necessary.
  - i. Test the operation of all burner controls.
  - j. Check oil level in the control air compressor and drain tank.
  - k. Test the operation of the boiler pressure controls (if equipped).
  - l. Test the boiler pressure safety valve.
  - m. Clean and test the operation of the second low-water cutoff valve.
  - n. Inspect the operation of the lowdown and water treatment systems.
  - o. Inspect belt(s).
  - p. Check fire side gaskets and replace as necessary.
3. Contractor shall document discrepancies and recommendations, prepare written reports for each boiler and furnish the reports to FCPS designee. The successful bidder shall submit documentation certifying that all frequencies have been met and all tasks have been accomplished per contract specifications.

**IV Steam Trap Preventative Maintenance**

1. All materials, tools, parts and labor are provided by the contractor unless specifically mentioned otherwise in these specifications. All steam traps in a facility with steam boiler(s) shall be maintained. As a minimum, the following actions shall be taken to perform steam trap maintenance:

Typical Preventative Maintenance Schedule

<u>Procedure</u>	<u>Type of Steam Trap</u>			
	<u>Inverted Bucket</u>	<u>Float and Thermostatic</u>	<u>Thermostatic</u>	<u>Disc or Impulse</u>
Check trap operation	2 Months	2 Months	2 Months	2 Months
Clean strainer ahead of Trap	4 Months	4 Months	4 Months	4 Months
Open trap and clean; replace worn parts	12 Months*	12 Months*	12 Months*	12 Months

**\*Experience shall dictate frequency of trap cleaning and parts replacement.**

2. The selected bidder shall submit a steam trap preventative maintenance plan (where such a plan exceeds the minimum requirements listed above) to FCPS designee for approval **BEFORE** maintenance begins. The plan shall include but not limited to location, procedures, task(s) and frequencies of task(s).



3. Contractor shall submit a report of the discrepancies and recommendations to FCPS designee on each facility listing each steam trap checked and/or maintained during each frequency.
4. Service calls on steam traps other than preventative maintenance shall be referred to the Director for Maintenance or designee for disposition. The PM contractor shall maintain a log for reference.

### **GROUP 3 HOT WATER HEATING BOILERS (Technical Exhibit D)**

#### **I. Preparation for Annual Hot Water Heating Boiler Inspection**

Contact the FCPS Plumbing Foreman to acquire the current list of boilers scheduled for inspection. Clean firesides and watersides of boilers as designated FCPS designee annually. Only one-half of the boilers listed in the specifications shall be prepared for the annual boiler inspection and the remainder shall be prepared for annual boiler inspection the following year. Preventative maintenance shall be performed the entire year on all boilers as outlined in the specifications. This procedure shall remain in effect throughout the contract period. FCPS designee shall provide a list of boilers for inspection to the contractor approximately two (2) months before the preparation of the boilers. The contractor provides all materials, tools, parts and labor unless specifically mentioned otherwise in these specifications.

1. Remove all hand-holes, manholes, pressure wash interior of boiler.
2. Brush and clean the interior of the combustion chamber and the firesides of the boiler including all flues and gas passages including breaching. Visually inspect stack or chimney for blockages etc., clean if necessary.
3. Inspect firesides and watersides.
4. Inspect all fans and ducts.
5. Inspect pneumatic valves.
6. Clean the feed water system.
7. Inspect and clean all electrical contacts on motors and starters.
8. Clean and rebuild all low-water cutoff controls.
9. Replace flame rod and igniter annually on all Aerco hot water heating boilers.

#### **II Following Annual Hot Water Heating Boiler Inspection**

1. Replace and install new gaskets in the hand-holes and manholes of those boilers that were inspected.
2. Prepare all boilers for start-up.
3. Inspect, clean and lubricate all circulating pumps and inspect for proper operation.
4. Start-up and run all boilers, perform combustion analysis, adjust for proper combustion, check all gas train devices, safety devices including high limit/pressure/temperature devices and bring boiler up to operating temperature. All boilers must be fully operational by October 1, 2024.
5. Document discrepancies and recommendations, prepare written report for each boiler and furnish the report to FCPS designee. The successful bidder shall submit documentation certifying that all frequencies have been met and all tasks have been accomplished per contract specifications.
6. The contractor shall coordinate with the current chemical treatment company contracted to FCPS to provide wet lay up of the hot water heating boiler(s) for the end of the heating season if applicable.

**III Perform Monthly Preventative Maintenance - (October-April; Aerco boilers January - December)**

- 1 Perform Monthly Preventative Maintenance on all boilers and associated equipment (burners, pumps, valves, water feeders etc.).
2. The contractor shall submit a preventative maintenance plan (where such a plan exceeds the minimum requirements listed below) to the Board of Education designee (upon acceptance of selected bidder) for approval.

As a minimum the following shall be performed during each preventative maintenance visit:

- a. Inspect the operation of the water level control.
  - b. Check boiler temperature, pressure and expansion tank level.
  - c. Measure the flue gas temperature.
  - d. Visually inspect the burner(s).
  - e. Visually inspect the operation of the boiler's motors and auxiliary equipment.
  - f. Visually inspect the outside of the boiler.
  - g. Test the low-water cutoff control.
  - h. Perform a complete combustion gas analysis and adjust burner(s) if necessary.
  - i. Test the operation of all burner controls.
  - j. Check oil level in the control air compressor and drain tank.
  - k. Test the operation of the boiler pressure controls (if equipped).
  - l. Test the boiler pressure safety valve.
  - m. Clean and test the operation of the second low-water cutoff valve.
  - n. Inspect the operation of the blow down and water treatment systems.
  - o. Inspect belt(s).
  - p. Check fire side gaskets and replace as necessary.
3. Contractor shall document any discrepancies and recommendations, prepare written reports for each boiler and furnish reports to FCPS designee. Successful bidder shall submit documentation certifying that all frequencies have been met and all tasks have been accomplished per contract specifications.
  4. **Due to the unique construction and operation of Aerco boilers, all PM shall be followed by Aerco manuals and technical bulletins and the PM sheet that is included in this Bid.** Upper and lower gas pressure differentials shall be checked/ adjusted on a monthly basis and to determine extent of exhaust tube stoppage.

**RESPONSE SHEET**

\_\_\_\_\_  
Company Name

**TOTAL CONTRACT PRICE FOR FURNISHING A PREVENTATIVE  
MAINTENANCE CONTRACT FOR BOILERS**

\$ \_\_\_\_\_

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

**LOW BIDDER SHALL BE THE RESPONSIVE AND RESPONSIBLE BIDDER  
PROVIDING THE LOWEST EVALUATED BID PRICE WHILE COMPLYING WITH  
OTHER CONDITIONS OF THE SOLICITATION.**

Must provide Master HVACR Contractor License Number  
\_\_\_\_\_

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

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: \_\_\_\_\_