



PERRY COUNTY BOARD OF EDUCATION
315 Park Avenue
Hazard, Kentucky
41701

FIRE/SAFETY
GENERAL INFORMATION & BID INSTRUCTIONS
(PLEASES READ CAREFULLY)

The Perry County Board of Education (herein after called The Board of Education) will receive sealed bids for the item(s) listed herein. You are invited to submit a sealed bid, subject to the terms and conditions of this invitation to bid. Please read the instructions and specifications carefully. Failure to comply with these instructions may disqualify your bid.

Bids must be mailed or delivered to Jessica Brashear, Perry County Board of Education, 315 Park Avenue, Hazard, Kentucky 41701 in a sealed envelope marked "FIRE/SAFETY" in the lower left-hand corner. The name and address of the vendor shall appear in the upper left-hand corner of the sealed envelope.

Copies of this invitation to bid may be obtained at the Central Office at the above address between 8:00 a.m. and 4:00 p.m. Monday through Friday, prior to the time and date specified for bid opening. A copy will also be available on the Perry County Schools district website at www.perry.kyschools.us

PERIOD OF CONTRACT:

The period of the contract will extend from July 1, 2024 or 1st day of month following Board approval (whichever is later) through June 30, 2025.

TIME OF BID OPENING:

Bids will be opened at 10:30 a.m., April 22, 2024 or as soon thereafter as the business of the board of education permits. All bids must be received by 10:00 a.m., April 22, 2024 and none will be considered thereafter.

The Board of Education cannot assume responsibility for any delay as a result of failure of the mail to deliver bids on time. We do not accept FAX bids.

LOCATION OF BID OPENING:

Bids will be opened and read aloud at the Perry County Board of Education, 315 Park Avenue Hazard, Kentucky 41701. You are invited to be present at the bid opening.

BID AWARD:

Contract(s) may be awarded to the lowest and/or best evaluated bidder(s) meeting all specifications and conditions, and subject to all other provisions of this invitation to bid, on a per item basis, on a group basis, or on a total basis, whichever is deemed to be in the best interest of the Board of Education.

ACCEPTANCE OF BIDS

The Board of Education reserves the right to accept any bid, to reject any or all bids, to waive any irregularities or informalities in bids received where such acceptance, rejection or waiver is considered to be in its best interest. The Board of Education also reserves the right to reject any bid where evidence or information submitted by the bidder does not provide satisfactory proof that the bidder is qualified to carry out the details of the contract.

BID DOCUMENTS

Bid forms are provided with this "Invitation to Bid". All proposals must be submitted on the "General Information & Bid Form".

SPECIFICATIONS

Specifications are attached and are a part of this proposal. All materials or services furnished must be in conformity with the specifications and will be subject to inspection and approval of the Purchasing Agent after delivery. The right is reserved to reject and return at the risk and expense of the supplier, any item that may be defective or fail to comply with these specifications.

It is important that each person submitting a bid follow carefully the specifications detailed herewith. The bidder is instructed to complete all blanks and spaces where information concerning any item is requested. Only items meeting the requirements are to be quoted on the regular bid form.

The Board of Education reserves the right to waive compliance of any material or services with any particular specification where such waiver is considered to be in its best interest, including but not limited to cases where such waiver is necessary due to technical errors or inconsistencies in the preparation of such specifications.

MODEL PROCUREMENT REGULATIONS

The Model Procurement Regulations as adopted by the Board of Education shall be deemed incorporated by reference in these specifications as though fully quoted herein. In the event of any conflict between this invitation to bid and the Model Procurement Regulations, the Regulations shall control.

PERFORMANCE BOND

The Board of Education reserves the right to determine the ability of any bidder to perform the work, and any bidder shall, upon request, furnish such information as may be necessary to determine such ability, including performance bond, if requested. The successful vendor(s) shall not be required to provide a performance bond equal to the aggregate total of their bid award for this contract.

EXCUSE FOR NON-PERFORMANCE

The successful vendor(s) shall be excused from performing there-under during the time and to the extent that they are prevented from obtaining, delivering or performing in the customary way because of fire, strike, partial or total interruption of, loss or shortage of transportation facilities, lockout, commandeering of raw materials, products, plants or facilities by the government when satisfactory evidence thereof is presented to the other party, providing it is satisfactorily established that the non-performance is not due to the fault of negligence of the party not performing.

PENALTIES

In case of default by the vendor, The Board of Education may procure the articles or services from other sources and may deduct from any unpaid balance due the vendor the amount of the excess cost so paid, and the price paid shall be considered the prevailing market price at the time such purchase is made.

TAXES

The Federal Excise Tax and Kentucky Sales and Use Tax are not to be imposed at the Board of Education will furnish the successful bidder with proper tax exemption certificates upon request.

PRODUCT EVALUATION

Items will be disqualified that do not meet specifications or the accepted equal. If a product is purchased and it is later established that said product fails to comply with these specifications and conditions, the item will be rejected and returned to the supplier at the supplier's expense. No item shall be considered satisfactory that does not conform to our usual accepted methods, use, application, storage, handling and delivery. The decision concerning the satisfactory use and performance of any item on this bid shall be that of the Educational and Business Staff of the Board of Education.

BRAND NAMES

The brand or trade name, manufacturer's name, and/or catalog number must be given in the column provided. If bidder fails to indicate brand or trade name, where requested, the item & bid may be disqualified.

NON-DISCRIMINATION

During the performance of this Contract, the Seller agrees as follows:

(1) The Seller shall not discriminate against any employee, applicant, or subcontractor because of age, color, creed, handicap condition, marital or parental status, national origin, race, sex, veteran status, or political opinion or affiliation. The Seller shall take affirmative action to ensure that applicants are employed without regard to their age, color, creed, handicap condition, marital or parental status, national origin, race, sex, veteran status, or political opinion or affiliation. Such action shall include, although not limited to, the following: Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Seller agrees to post in conspicuous places notices setting forth the provisions of the Equal Opportunity clause.

(2) The Seller shall in all solicitations and/or advertisements for employees placed by or on behalf of the Seller, state that all qualified applications shall receive consideration for employment without regard to age, color, creed, handicap condition, marital or parental status, national origin, race, sex, veteran status, or political opinion or affiliation.

(3) The Seller shall cause any subcontractor engaged to perform any services required by this Contract to include this Equal Opportunity clause in all solicitations, advertisements and employment practices it shall perform.

DELIVERY

The Contractor agrees to furnish and deliver the items within the terms of the contract as the Purchasing Agent may prescribe.

All costs for delivery, including drayage and freight, and for the packaging of said articles are to be borne by the bidder, and must be included in your bid prices.

If during the period of the contract it is necessary that the Purchasing Agent place toll or long distance telephone calls in connection therewith (for complaints, adjustments, shortages, failures to deliver, etc.) it is understood that the vendor will bear the charge or expense for all such calls.

SAMPLES AND/OR DESCRIPTIVE LITERATURE

Samples may be required to assist in making decisions for awarding of contracts. The samples must be furnished within 7 business days of request date. Failure to furnish requested samples within this time frame may disqualify bid.

Samples shall be representative of items on which the bid is submitted and will be checked as deemed necessary by the Board of Education for compliance with specifications outlined herein. Samples are to be properly marked for identification and they must indicate the supplier's name and the corresponding item number as shown in the specifications and bid form. Samples are to be mailed or delivered to Jessica Brashear, at the Perry County Board of Education, 315 Park Avenue, Hazard, Kentucky, 41701.

If samples are required, and they are not claimed by APRIL 22, 2024 samples will become the property of the Board of Education.

All samples are to be furnished without cost to the Board of Education with the right reserved to mutilate, consume, or destroy such samples if considered necessary for testing purposes.

NOTE: DESCRIPTIVE LITERATURE MUST BE ATTACHED TO YOUR BID IF YOU ARE NOT BIDDING THE BRAND INDICATED ON THE BID FORM.

K.O.S.H.A. STANDARDS AND HAZARD COMMUNICATION STANDARD 1910.1200

If applicable, all materials and services must meet or exceed K.O.S.H.A. (Kentucky Occupational Safety Health Act) Standards, and must comply with the Hazard Communications Standard 1910.1200 of the Occupational Safety & Health Administration.

BIDS

Businesses that fail to respond to invitations for bid or notices of availability on two (2) consecutive procurements of similar items may be removed from the applicable bidder mailing list.

The Board of Education meetings are normally held on the third Tuesday of each month. Bidders are requested not to call the Central Office for a tabulation of the bids.

Any bids received after scheduled time of opening will be returned unopened to the bidder.

Each bid must be in a separate sealed envelope with the bid name appearing in the lower left hand corner of the envelope.

No bid can be corrected or altered or signed after being opened. The Board of Education shall not be responsible for errors or omissions on the part of bidders in making up their bids. Any bids received unsigned shall be rejected.

All regular bids must be submitted in accordance with specifications on the bid form supplied with this invitation. The submission of a bid on the bid form certifies that the product meets any and all specifications, except as noted on such form.

For any clarification relative to this bid, contact Jessica Brashear, Perry County Board of Education, 315 Park Avenue, Hazard, Kentucky 41701, Telephone (606) 439-5813.

PRICES AND/OR PERCENTAGE OF DISCOUNTS

All prices and/or percentage of discounts quoted by the various bidders must be firm for a maximum period of sixty (60) days to allow acceptance by the Board of Education. If awarded the contract, the prices and/or percentage of discounts will then be firm for the time period indicated under "Period of Contract".

All prices and quotations must be in ink or typewritten. No pencil figures will be permitted, signing the bid. Also, corrections made with correction tape or fluid are to be initialed. (Mistakes are to be crossed out and corrections inserted adjacent thereto and initialed by person)

Quote on each item separately. Prices must be stated in units specified herein.

Bids that have clerical errors or irregularities are subject to correction only with concurrence with the Purchasing Agent. Unit prices should be listed, extended, and totaled.

Should errors exist in the extended price, the unit price will prevail.

OR EQUAL CLAUSE

Whenever, in any of the contract documents, an article, materials or equipment is described by use of a proprietary product or by using the name of a manufacturer or vendor, the term "or approved equal", if not inserted, is implied.

The use of a specific article or manufacturer's name shall be construed as indicating the type of equipment, design, general construction, quality and finish. Such use shall not be construed as limiting or excluding any manufacturer's product of comparable quality, design and efficiency.

PROHIBITION AGAINST CONFLICTS OF INTEREST, GRATUITIES AND KICKBACKS

ANY EMPLOYEE OR ANY OFFICIAL OF THE BOARD OF EDUCATION OF PERRY COUNTY,

KENTUCKY, ELECTIVE OR APPOINTIVE, WHO SHALL TAKE, RECEIVE, OR OFFER TO TAKE OR RECEIVE, EITHER DIRECTLY OR INDIRECTLY, ANY REBATE, PERCENTAGE OF

CONTRACT, MONEY, OR OTHER THINGS OF VALUE, AS AN DOUCEMENT
OR NTENDED

NDUCEMENT, THE PROCUREMENT OF BUSINESS, OR THE GIVING OF BUSINESS, FOR OR
TO, OR FROM, ANY PERSON, PARTNERSHIP, FIRM OR CORPORATION, OFFERING, BIDDING
FOR, OR IN OPEN MARKET SEEKNG TO MAKE SALES TO THE BOARD OF EDUCATION OF
PERRY COUNTY, KENTUCKY SHALL BE DEEMED GUILTY OF A FELONY
AND UPON

CONVICTION SUCH PERSON OR PERSONS SHALL BE PUNISHED BY A FNE
NOT TO EXCEED

FIVE THOUSAND (\$5,000) OR BY IMPRISONMENT IN THE PENITENTIARY FOR NOT LESS
THAN ONE (1) YEAR OR MORE THAN TEN (10) YEARS, OR BOTH SO FINED AND
IMPRISONED AT THE DISCRETION OF THE JURY.

EVERY PERSON, FIRM, OR CORPORATION OFFERNG TO MAKE, OR PAY, OR GIVE, ANY
REBATE, PERCENTAGE OF CONTRACT, MONEY OR ANY OTHER TYPE OF VALUE, AN AS
INCENTIVE, THE PROCUREMENT OF BUSINESS, OR THE GIVING OF
BUSINESS, TO ANY EMPLOYEE OR TO ANY OFFICIAL OF THE BOARD OF
EDUCATION OF PERRY COUNTY, KENTUCKY, HIS EFFORTS TO BID FOR, OR
OFFER FOR SALE, OR TO SEEK THE OPEN MARKET, SHALL BE DEEMED
GULTY OF A FELONY AND SHALL BE PUNISHED BY A NOT TO EXCEED
FIVE

THOUSAND DOLLARS (\$5,000) OR BY IMPRISONMENT THE PENITENTIARY FOR NOTLESS
THAN ONE (1) YEAR NOR MORE THAN TEN (10) YEARS, OR BOTH SO FNEED AND INPRISONED
AT THE DISCRETION OF THE JURY.

NOTE: IT IS A MISDEMEANOR NOT TO HAVE THIS PROHIBITION ON EVERY
SOLICITATION OR CONTRACT DOCUMENT. THE PENALTY IS A \$5,000 OR ONE
(1) YEAR RMPRISONMENT OR BOTH ON CONVICTION.

NAME OF COMPANY:

ADDRESS:

AUTHORIZED SIGNATURE: _____

(PRINTED OR TYPED NAME): _____

OFFICIAL TITLE: _____

TELEPHONE NUMBER: ()_____ - _____

FAX NUMBER ()_____ - _____

DATE: _____

PERRY COUNTY BOARD OF EDUCATION
315 PARK AVENUE
HAZARD, KY. 41701

BID FORM AND SPECIFICATIONS

CERTIFICATION OF COMPLIANCE WITH SPECIFICATIONS
(Must accompany sealed bid.)

In compliance with the INVITATION TO BID, and subject to all the conditions thereof, the undersigned hereby certifies that all items included in this bid shall be in compliance with all requirements and technical specifications included in this invitation to bid, except as noted below:

EXCEPTIONS:

NAME OF COMPANY:

ADDRESS:

AUTHORIZED SIGNATURE:

(PRINTED OR TYPED NAME):

OFFICIAL TITLE:

TELEPHONE NUMBER: () _____ - _____

PERRY COUNTY BOARD OF EDUCATION
315 PARK AVENUE
HAZARD, KY. 41701

FAX NUMBER: () _____

DATE: _____

NOTE: THIS CERTIFICATE MUST BE SIGNED AND ATTACHED TO THE BID
FORM ORDER FOR YOUR BID TO BE QUALIFIED

CONFLICT OF INTEREST

It shall be a breach of ethical standards for any employee with procurement authority to participate directly in any proceeding or application; request for ruling or other determination; claim or controversy, or other particular matter pertaining to any contract or subcontract, and any solicitation or proposal therefore, in which to his/her knowledge:

1. I acknowledge, that I or any member of family, does not have a financial interest herein: or
2. a business or organization which I or any member of my immediate family has a financial interest as an officer, director, trustee, partner, or employee, is a party: or
3. any other person, business, or organization with whom he or any member of his immediate family is negotiating or had an arrangement concerning prospective employment is a party. Direct or indirect participation shall include but not be limited to involvement through decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing or in any other advisory capacity.

It is a violation of Kentucky Law for any board member or employee or a member of their immediate family, to have a pecuniary interest either directly or indirectly in an amount exceeding \$25.00 per year in any purchase of goods or services by the Board of Education or any school thereof. Violation of this provision subjects the board member or employee to forfeiture of their position and/or employment with the school system I, hereby, certify that no member of my immediate family is an employee or board member of the Perry County Board of Education.

Signature

Date

PERRY COUNTY BOARD OF EDUCATION
315 PARK AVENUE
HAZARD, KY. 41701

References: KRS 156.480, OAG 80-32

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"PROHIBITION AGAINST CONFLICTS OF INTEREST, GRATUITES
AND KICKBACKS"

ANY EMPLOYEE OR ANY OFFICIAL OF THE BOARD OF EDUCATION OF
PERRY COUNTY, KENTUCKY, ELECTIVE OR APPOINTIVE, WHO SHALL TAKE,
RECEIVE, OR OFFER TO TAKE OR RECEIVE, EITHER DIRECTLY OR
INDIRECTLY, ANY REBATE, PERCENTAGE OF CONTRACT, MONEY, OR
OTHER THINGS OF VALUE, AS AN INDUCEMENT OR INTENDED
INDUCEMENT, THE PROCUREMENT OF BUSINESS, OR THE GIVING OF
BUSINESS, FOR OR TO, OR FROM, ANY PERSON, PARTNERSHIP, FIRM OR
CORPORATION, OFFERING, BIDDING FOR, OR OPEN MARKET SEEKING TO
MAKE SALES TO THE BOARD OF EDUCATION OF PERRY COUNTY,
KENTUCKY SHALL BE DEEMED GUILTY OF A FELONY AND UPON
CONVICTION SUCH PERSON OR PERSONS SHALL BE PUNISHED BY A FINE NOT
TO EXCEED FIVE THOUSAND (\$5,000) OR BY IMPRISONMENT IN THE
PENITENTIARY FOR NOT LESS THAN ONE (1) YEAR NOR MORE THAN TEN
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GIVE, ANY REBATE, PERCENTAGE OF CONTRACT, MONEY OR ANY OTHER
THING OF VALUE, AS AN INDUCEMENT, OR INTENDED INDUCEMENT, THE
PROCUREMENT OF BUSINESS, OR THE GIVING OF BUSINESS, TO ANY
EMPLOYEE OR TO ANY OFFICIAL OF THE BOARD OF EDUCATION OF PERRY
COUNTY, KENTUCKY, ELECTIVE OR APPOINTIVE, IN HIS EFFORTS TO BID
FOR, OR OFFER FOR SALE, OR TO SEEK IN THE OPEN MARKET, SHALL BE
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PENITENTIARY FOR NOT LESS THAN ONE (1) YEAR NOR MORE THAN TEN
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PERRY COUNTY BOARD OF EDUCATION
315 PARK AVENUE
HAZARD, KY. 41701

SOLICITATION OR CONTRACT DOCUMENT. THE PENALTY IS A
\$5,000 FINE OR ONE (1) YEAR IMPRISONMENT OR BOTH ON
CONVICTION.

Acknowledgment of receipt: _____
(Authorized Company Official)

(Date)

THIS ACKNOWLEDGMENT MUST BE SIGNED, DATED AND ATTACHED TO THE
BID FORM ORDER FOR YOUR BID TO BE QUALIFIED.
NON-DISCRIMINATION POLICY

During the performance of this Contract, the Seller agrees as follows:

(1) The Seller shall not discriminate against any employee, applicant, or subcontractor because of age, color, creed, handicap condition, marital or parental status, national origin, race, sex, veteran status, or political opinion or affiliation. The Seller shall take affirmative action to ensure that applicants are employed without regard to their age, color, creed, handicap condition, marital or parental status, national origin, race, sex, veteran status, or political opinion or affiliation. Such action shall include, although not limited to, the following: Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Seller agrees to post in conspicuous places notices setting forth the provisions of the Equal Opportunity clause.

(2) The Seller shall in all solicitations and/or advertisements for employees placed by or on behalf of the Seller, state that all qualified applications shall receive consideration for employment without regard to age, color, creed, handicap condition, marital or parental status, national origin, race, sex, veteran status, or political opinion or affiliation.

(3) The Seller shall cause any subcontractor engaged to perform any services required by this Contract to include this Equal Opportunity clause in all solicitations, advertisements and employment practices it shall perform.

Acknowledgment of receipt: _____
(Authorized Company Official)

PERRY COUNTY BOARD OF EDUCATION
315 PARK AVENUE
HAZARD, KY. 41701

(Date)

THIS POLICY MUST BE SIGNED, DATED AND ATTACHED TO THE BID FORM IN
ORDER FOR YOUR BID TO BE QUALIFIED.
ALL DOCUMENTATION THAT QUALIFIES YOU TO INSPECT A PUBLIC BUILDING IN
COMPLIANCE WITH **815KRA10:060**, SHALL BE PROVIDED WITH ATTACHED BID

Perry County Schools

* Potential bidders may visit our facilities in an effort to provide the most accurate bid. Services could apply to the following facilities:

Buckhorn
 East Perry Elementary
 Perry County Central High School
 RW Combs Elementary
 Viper Elementary
 West Perry Elementary
 Central Office
 Bus Garage
 Whitaker Athletic Center
 Sherman Neace Gym
 Former Commodore Fieldhouse
 East Perry Campus
 Baseball Fieldhouse

Services in accordance with all local, state, and federal codes	Price
Biannual inspection of sprinkler system	
Annual backflow test	
Cleaning of range hood systems (once/year)	
Inspection/Serviceing of range hood suppression systems	
Fire Extinguisher Annual Safety Inspections (price per extinguisher)	
6 year maintenance (labor and materials per extinguisher)	
Dry Chemical Recharge (Price per extinguisher)	
Hydrostatic Pressure Testing	
Dry Chemical	
Carbon Dioxide	
Water Pressure	
Halon	
Miscellaneous Recharges	
Water Pressure Labor	

Water Pressure Powder	
Halon Labor	
Halon Powder	
Replacement Parts	
Pull Pins	
Halon Valve Stem	
Siphon Tube	
O Rings	
ABC Valve Stem	
ABC Hose	
Additional Labor	
Technician	
Material Mark ups	
Material Mark ups	
New Equipment	
Dry Chemical Extinguisher	
Halon	
COQ	