

Request for Proposals Steam Boiler Replacement

Summary

LKLP CAC, Inc. is seeking proposals from qualified vendors to provide and install a Steam Boiler Replacement at the Kentucky Career Center located at 412 Roy Campbell Drive, Hazard, KY.

Bidders will note that where requirements indicate a specific brand name, that requirement is used to indicate a minimum standard of quality that will be accepted. This requirement shall mean that products of equal or higher quality may be substituted, subject to the approval of LKLP as the sole judge of "equal or higher" status, unless specifically noted "no substitutions" may be made.

Additionally, Bidders are encouraged (but are not required) to Bid on both replacement Options listed below so that LKLP can better decide which option best suits the needs at the Kentucky Career Center.

Scope of Work and Requirements

- General Scope:
 - Safe plan of action with site contact before work begins.
 - Breakdown and remove existing cast iron boiler and power burner.
 - Utilize existing equipment pad to set boiler on.
 - Modify existing steam, gas, and feedwater piping to facilitate installation.
 - Modify existing exhaust piping to facilitate installation.
 - Provide and install materials needed for chemical treatment of condensate.
 - Perform start up and combustion tuning on boiler.
 - Provide Project Management.
 - Provide Field Supervision.
 - Perform daily cleaning of work area.
 - Provide close out documents, including but not limited to, Operations and Maintenance Manuals.
 - Detailed Warranty Information.
 - Provide anticipated length of time that existing boiler will be off line before a replacement unit is operational.
 - Can the existing system be shut down without an interruption of business?
 - Timeline for completion, including lead time on all required equipment and

- installation that allows the least amount of business interruption.
- o Lock/Tag our breaker in mechanical room feeding existing boiler.
- Option# 1: Like-For-Like Boiler Installation:
 - o Provide and install (1) 10 section cast iron boiler with 15psig steam trim kit.
 - o Provide and install (1) modulating burner with at least 5 to 1 turndown ratio.
 - o Provide and install like-for-like spec'd to existing feedwater tank.
 - Modify piping to facilitate installation of new feedwater tank.
 - Provide and install (1) blowdown separator to facilitate daily blowdown of boiler.
 - o Modify existing blowdown piping to facilitate installation of blowdown separator.
 - o What is the required lead time?
 - Detailed Warranty Information.
- Option# 2: High Efficiency Boiler Installation
 - Provide and install (1) 80 HP vertical tubeless steam boiler with 10-1 turndown ratio and 15psig steam trim kit.
 - Provide and install larger capacity feedwater tank required to support boiler operation.
 - o What is the required lead time?
 - Detailed Warranty Information.
 - Provide and install blowdown separator.
 - Provide and install materials needed to have water treatment performed on condensate/feedwater.

Site Tour

Please contact Darrell Grigsby at <u>d.grigsby@lklp.net</u> or 606-216-7461 to schedule a site visit before submitting a proposal. A site tour is mandatory.

Proposals Requirements

Submissions that do not include each of the four requirements listed below will not be considered.

- 1. An overview of the company
- 2. An outline of pricing, payment terms and a sample contract
- 3. A timeline and project schedule
- 4. A certificate of insurance

Selection Criteria

Selection criteria will include, but not be limited to, the following:

- Qualifications and experience
- Timeline
- Cost

Disclaimer

This Request for Proposals (RFP) is not an offer to purchase. The RFP is solely a request for expressions of interest and statements of qualifications. It is not an invitation for tenders, an offer to contract, or an invitation for offers capable of acceptance to create a contract. No contractual or other legal obligations or relations between LKLP and any other person can or will be created hereunder. LKLP assumes no financial responsibility for the cost of preparation of a proposal by a respondent nor does it make any commitment to enter into a contract for service based on responses to this RFP.

Bid Timeline

Please submit a complete bid to LKLP, two paper copies in a sealed envelope labeled "Steam Boiler Replacement Proposal", on or before 3:00PM EDT on April 28, 2025. The bids should either be mailed or delivered in person during LKLP's business hours. If delivering in person, please call 606-438-0838 and deliver to the main office at 398 Roy Campbell Drive. If mailed, please mail to:

LKLP CAC, Inc. ATTN: Cena Whitaker 398 Roy Campbell Drive Hazard, KY 41701

Submission Details

• LKLP issues RFP: April 21, 2025

• Site tours: April 21 – April 25, 2025

Deadline for submitting bids: April 28, 2025 at 3:00PM

Bid opening: April 29, 2025 at 9:00AM

Board approval and contract signing: May 8, 2025

Work to be completed before September 30, 2025

If a contractor has any questions about the contents of this RFP, or about any matters relating to it, the question must be directed in writing to the Chief Financial Officer, Cena Whitaker, via email at cena.whitaker@lklp.net. All questions will be responded to promptly via email.

Submission Checklist

Proposals should complete all of the items on the checklist to be considered eligible for selection. LKLP will choose the vendor based on the selection criteria listed above.

Submit the proposal on or before 3pm 4/28/2025
Submit two paper copies
Required materials are specified and included in proposal price
Include a description of experience
Include an overview of the company
Include an outline of pricing, payment terms, and sample contract
Include a timeline/project schedule (with project completion date before 09/30/2025)
Include a certificate of insurance

CONTRACT TERMS

1.	The	e work will be done:
	a.	For the total price of \$;

- b. In accordance with the Request for Proposals for Steam Boiler Replacement (copy attached).
- 2. Contractor must provide a Performance Bond and Payment Bond acceptable to Owner.
- 3. The Performance Bond to be provided shall contain the following language:

"Any suit under this bond must be instituted before the expiration of the statute of limitation applicable to any claims against the Contractor named herein."

- 4. Contractor shall purchase insurance acceptable to Owner in an amount not less than \$1M to cover claims and expenses, including costs of defense, asserted against Owner, Architect and Construction Manager, their agents, employees and consultants for bodily injury, sickness, disease or death caused by any act or omission of the Contractor, anyone directly or indirectly employed by them or anyone for whose acts any of them may be liable. The coverage afforded the Owner shall be primary insurance for the Owner with respect to claims arising out of operations performed by or on behalf of the Contractor. If the Owner has other insurance shall be on an excess or contingent basis. The amount of liability of the Contractor under this insurance policy shall not be reduced by the existence of such other insurance.
- 5. In all hiring related to this agreement, the Contractor is expected to advertise and afford equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, order of protection status, military status, sexual orientation, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service. The Contractor shall comply with the provisions of the Equal Opportunity Clause.
- 6. Work will not begin nor will any payment be authorized absent submission by the Contractor to the Owner of proof that all required insurance coverages and bonds are in effect. A Certificate of Insurance is not adequate proof. The Contractor may provide a Certificate of Insurance but shall also provide the actual endorsement from Contractor's insurance company.
- The responsibilities/liabilities of the Owner and the Contractor and their consultants, agents and employees and any concomitant damages and/or consequential damages shall be determined in such amount and to such extent as provided by Kentucky law.
- 8. Contractor shall pay all reasonable attorneys' fees, experts' fees, and costs incurred by the Owner in enforcing the terms and provisions of this Agreement and in defending any proceeding to which the Owner is made a party as result of the acts or omissions of the Contractor.
- 9. Contractor acknowledges full and sole authority for all safety programs and precautions in connection with the work.

- 10. In an effort to resolve any conflicts that arise under this Agreement, prior to commencing litigation all disputes between the Owner and the Contractor arising out of or relating to this Agreement shall be submitted to non-binding mediation. After such non-binding mediation and, unless the parties agree to submit to binding arbitration, any claims, disputes, liabilities of the parties or other matters between the Owner and the Contractor shall be resolved in the Circuit Court of Perry County, Kentucky in accordance with Kentucky law.
- 11. Contractor shall defend, indemnify, and hold harmless Owner from and against all claims, losses, damages, and expenses to the extent such claims, losses, damages or expenses are caused by Contractor's conduct, acts, errors or omissions.
- 12. The Contractor's standard of care shall be the standard of care consistent with those usual and customary standards of care, skill and diligence which are commonly followed in performing the same or similar services in the locale where the project is located.
- 13. Contractor acknowledges that he has examined the property and has familiarized himself with all local conditions affecting the project.
- 14. Contractor shall at all times observe and comply with all laws, ordinances, regulations and codes of any applicable governmental entity including, without limitation, prevailing wage laws.
- 15. Contractor shall provide Owner with all documents requested by Owner thereby enabling Owner to respond timely to any request to Owner for documents pursuant to the Freedom of Information Act.

LKLP CAC, Inc.	Contractor
(Representative)	(Representative)
(Title)	(Title)
(Date)	(Date)