

COUNTY OF COLE – MISSOURI



REQUEST FOR PROPOSAL 2019-01: ELEVATOR MAINTENANCE & REPAIR SERVICES

SUBMISSIONS SHALL BE ACCEPTED THROUGH

THURSDAY, MARCH 21, 2019 AT 3:30 P.M. CENTRAL

AND RECEIVED AT:

**COLE COUNTY COMMISSION
311 EAST HIGH STREET, ROOM 200
JEFFERSON CITY, MO 65101**

Company Name

Direct Contact Name (Typed/Printed)

Mailing Address

Title

City/State/Zip

Email

Office Telephone Number

Direct Line or Extension

I hereby certify that I am submitting the following information on behalf of the above-listed company and understand that by virtue of executing and returning with this response this REQUIRED RESPONSE FORM, I further certify full, complete and unconditional acceptance of the terms and conditions set forth herein, all attachments and the contents of any addendum or amendment released hereto. (Submission must be signed by an officer or employee having authority to legally bind the respondent.)

Authorized Signature

Authorized Name (Typed/Printed)

Title

Date

REQUEST FOR PROPOSAL

Sealed offers will be accepted by the Cole County Commission for consideration in provision of the following:

2019-01 ELEVATOR MAINTENANCE & REPAIR SERVICES

Submissions will be received at the office of the Cole County Commission, 311 East High Street, Room 200, Jefferson City, Missouri until 3:30 p.m. on Thursday, March 21, at which time they will be publicly opened and taken under advisement. Bidders should be aware that submissions are public record under state law. Specifications are available at www.colecounty.org or by contacting Jennifer Prenger at (573) 634-9168 or jprenger@colecounty.org.

NEWS TRIBUNE: Feb 3, 10 & 17
Legal Notices
Cole County Commission
311 East High Street
Jefferson City MO 65101

COLE COUNTY COMMISSION
PURCHASING
311 EAST HIGH STREET, ROOM 200
JEFFERSON CITY, MISSOURI 65101
REQUEST FOR BID

1.0 OVERVIEW

- 1.1 NOTIFICATION.** This document constitutes a request for competitive, sealed offers per the Terms and Conditions of bidding and any special conditions set forth herein for the provision of elevator maintenance and repair services for Cole County.

Respondents are responsible for being thoroughly familiar with all specifications and requirements of this solicitation. Failure to examine any relevant document or provision thereof will not relieve the successful respondent from any obligation under this bid. Qualified organizations are invited to prepare an offer in response to this document and in doing so, concur with all terms, conditions, specifications and addenda to this bid unless specifically noted otherwise in a separate section within their response titled "EXCEPTIONS".

- 1.2 QUESTIONS, REQUESTS FOR CLARIFICATION OR INTERPRETATION.** Respondents are advised that all questions concerning the meaning or intent of these specifications must be submitted **IN WRITING** and received at least five (5) business days prior to the date scheduled for bid opening. All inquiries shall be directed to:

Jennifer Prenger, Purchasing Agent
jprenger@colecouny.org

As of the issuance date of this solicitation and continuing until the final date for acceptance of submissions, all respondents are specifically directed not to discuss, hold meetings, conferences, or technical discussions with any County employee for the purpose of responding to this solicitation except as otherwise permitted by this bid document. Respondents should not otherwise ask any County officials or employees questions about the bid or related issues, either orally or by written communication. Respondents directly contacting other County employees risk elimination from further consideration.

- 1.3 ISSUANCE OF ADDENDA.** Every attempt shall be made to ensure that all written questions receive an adequate and prompt response. However, in order to maintain a fair and equitable bid process, all respondents will be advised of any questions submitted, the County's response, and any other pertinent information related to this solicitation via the issuance of addenda, which will be posted at www.colecouny.org. All issued addenda are incorporated by reference as if fully set out herein. An addendum may contain information that could affect bid responses. Respondents are cautioned that the only official position of Cole County is that which is issued by Cole County in these specifications or by addendum thereto; no other means of communication, whether written or oral, shall be construed as a formal or official response or statement. It shall be the responsibility of the respondent to verify whether or not any addenda have been issued prior to submitting a bid response to Cole County.

The County assumes no liability if a respondent fails to incorporate addenda into their bid. Failure to have requested an addendum covering any questions affecting the interpretation of these specifications shall not relieve the awarded party from delivering the completed project, product and/or service in accordance with the intent of these specifications.

1.4 **SUBMISSION REQUIREMENTS.** A fully executed response, including the specification pages comprising this invitation and any related illustrative documentation and/or issued addenda shall:

- Be submitted in a sealed envelope identified by bid number, bid title, and bid opening date/time;
- Be complete and signed by an official authorized to obligate company submitting the bid;
- Include (1) complete original bid and two (2) exact duplicates.

It is the responsibility of each respondent to deliver its submission to the office of the Cole County Commission, 311 East High Street, Room 200, Jefferson City, Missouri on or before the date and exact time indicated for public bid opening. Fax and email submissions will not be accepted or considered. Responses will be time and date stamped; those received late will be determined non-responsive without exception. Late bids may be returned unopened to the respondent upon request within ten (10) business days after the bid opening. All returns will be made at the respondent's expense.

1.5 **BID OPENING.** Submissions will be publicly opened in the Cole County Commission Chambers on Thursday, March 21 at 3:30 p.m. Central. Respondents and the public are invited but not required to attend the formal bid opening. All documents will be made available for public inspection, but no decision relating to the award of the contract or agreement will be made at the bid opening.

1.6 **ADVICE OF AWARD.** Upon bid award by the Cole County Commission, award notification letters, including a bid tabulation summarizing responses received, will be sent via email to all parties submitting a response.

2.0 TERMS AND CONDITIONS

2.1 **INCURRING COSTS.** Cole County shall not pay for any information requested herein nor be obligated or liable for any cost incurred by any respondent in submitting a response.

2.2 **RESERVATIONS.** The right is hereby reserved to reject any or all submissions for any reason, in part or in whole, received in response to this solicitation; to waive or not waive informalities or irregularities in any response or the bidding procedures; to request supplementary information from respondents as determined necessary to effectively evaluate responses; to cancel this solicitation, advertise for new and/or purchase off of cooperative purchasing contracts; and to accept, request clarification or further negotiate the terms, conditions and/or methodology of any response if, in Cole County's sole judgment, the best interests of Cole County will be so served.

2.3 **MODIFICATION/WITHDRAWAL.** Receipt of written notice or an in-person request from a properly identified individual prior to the official date and time set for bid opening must occur in order to modify or withdraw a submission which has been delivered to the office of the Cole County Commission.

2.4 **VALIDITY.** Respondents agree that submissions will remain valid for consideration by Cole County for a minimum period of ninety (90) calendar days after the date specified for bid opening.

2.5 **RESPONSE MATERIAL OWNERSHIP.** All material submitted in response to this solicitation becomes the property of Cole County and may be disclosed upon proper Sunshine Law request per 610.021(12) RSMo.

2.6 **EXCEPTIONS.** The wording of this solicitation may not be changed or altered in any manner by a respondent. Changes, additions or limiting provisions made on the invitation will render the bid informal and may cause its rejection. Taking exception to any clause in part or in whole does not necessarily disqualify a respondent; any such exception shall be clearly identified and described in full

detail in the respondent's submission on a separate page clearly titled "EXCEPTIONS." Any exception will be evaluated and accepted or rejected by Cole County, whose decision shall be final and conclusive. In the absence of such declaration(s), the response shall be accepted as in strict compliance with all terms, conditions, and specifications and the awarded party shall be held responsible for providing the product or service accordingly.

- 2.7 **RESTRICTIVE LANGUAGE.** It shall be the responsibility of potential respondents to ask questions, request changes or clarification, or otherwise advise Cole County if any language, specification or requirement of this solicitation appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit responses to a single source. Such notification must be directed to the Purchasing Agent and received at least five (5) business days prior to the date set for bid opening.
- 2.8 **INTERPRETATION.** If a respondent has any questions which arise concerning the true meaning or intent of these bid documents, plans or any part thereof which affect the cost, quality, quantity, or character of the project or service, respondent shall request in writing that an interpretation be made and an addendum be issued which shall then be posted at www.colecounty.org. Failure to have requested an addendum covering any questions affecting the interpretations of the bid documents shall not relieve the successful respondent from delivering the product, service or completed project in accordance with the intent of the bid documents. Should any differences arise as to the meaning or intent of these specifications, Cole County's interpretation shall be final and conclusive.
- 2.9 **EQUIVALENT MATERIAL/EQUIPMENT.** Any listed manufacturer/model number(s) or a definite reference to a particular item or piece of equipment is intended to establish a minimally acceptable design, type, quality, functional capacity, and/or desired performance level. It is to be understood that any equivalent alternate which will perform adequately the duties imposed by the general design may be proposed and bid so long as sufficient details necessary to establish equivalency are included in the submission. Acceptance is subject to approval of the County which may request further information, sample(s) and/or a demonstration prior to bid award. Cole County shall be the sole judge of equivalency.
- 2.10 **LIKE OR SIMILAR PRODUCT.** Cole County reserves the right, at its sole discretion, to obtain like or similar product to that which has been specified herein when use of such product is deemed in the best interest of the County.
- 2.11 **QUALIFICATIONS OF RESPONDENTS.** Cole County may make such investigations as deemed necessary to determine the ability of any respondent to provide the product and/or service described herein. Respondent shall furnish to the County all such information and data for this purpose that the County may request. The County reserves the right to reject any submission if the evidence submitted by the respondent or investigation of such respondent fails to satisfy the County that such respondent is properly qualified to carry out the obligations of the contract and/or to complete the work contemplated herein.
- 2.12 **EVALUATION & BASIS OF AWARD.** The County's sole purpose in the evaluation process is to determine from among the responses received which one is best suited to meet the County's needs at the lowest possible cost. Any final analysis or weighted point score does not imply that one bidder is superior to another, but simply that in our judgment the contractor selected appears to offer the best overall solution for our current and anticipated needs at the lowest possible cost. Award shall be made to the lowest responsible bidder(s) whose offer best responds to the quality, capacity, and service requirements of Cole County, as determined by the County. Award may be made on an item-by-item basis to the lowest and best bids or award may be made to the lowest and best bid overall, whichever the County determines is in its best interest.

- 2.13 **PRICES.** Prices must be stated in units of quantity specified and must be firm. Price submitted for each item shall include all cost, of whatever nature, that is involved in achieving the good or service per the bid documents. Bids qualified by escalator clauses may not be considered.
- 2.14 **TAX EXEMPTION.** Cole County is funded by public monies and as such has been approved by the State of Missouri for sales/use tax-exempt status. The Missouri tax identification number and certificate is available to the awarded party upon request.
- 2.15 **DELIVERY.** If requested, the delivery date or when work will start shall be stated in definite terms as they may be taken into consideration when making award. Cole County reserves the right to cancel all or any part of an order or project if delivery is not made or work not started as guaranteed.
- 2.16 **DEFAULT.** In case of default by the bidder or contractor, Cole County may procure the articles or services from other source(s) and hold the successful respondent responsible for any excess cost occasioned thereby.
- 2.17 **ACCEPTANCE.** No equipment, supplies, materials and/or services received by Cole County pursuant to this solicitation shall be deemed accepted until the County has had reasonable opportunity to inspect. Cole County reserves the right to reject anything that does not comply with reasonable expectations based on the specifications outlined herein.
- 2.18 **SHIPMENTS.** All shipments and deliveries shall be F.O.B. destination, freight prepaid to Jefferson City, Missouri.
- 2.19 **APPLICABLE LAW.** In submitting a bid, the respondent warrants that it has complied with all applicable laws, rules and ordinances of the United States, Missouri or any other governmental authority or agency in providing the product(s) or service(s) specified herein. Any contract resulting from this solicitation is to be interpreted by the laws of Missouri. The parties agree that the proper forum for litigation arising out of the contract resulting from this solicitation is Cole County, Missouri.
- 2.20 **AS NEEDED, IF NEEDED.** The contractor shall provide product or service on an “as needed, if needed” basis for Cole County in accordance with the provisions and requirements stated herein. The resulting award or contract does not guarantee that all purchases of this nature will go to the successful respondent(s), but rather establishes primary vendor(s). Any usage quantities included in this request are based on estimated need; Cole County reserves the right to increase or decrease quantities to meet actual need and maintain the quoted pricing.
- 2.21 **ASSIGNMENT.** The awarded party shall not assign the contract, subcontract, or sublet it as a whole without the prior written consent of Cole County. Assignment, subcontracting, or subletting without such consent will in no way relieve the awarded party of any of its obligations under this Contract unless specified, in writing, by Cole County.
- 2.22 **PREFERENCE.** In making bid awards, Cole County shall give preference to all firms, corporations, or individuals that maintain office or places of business within the County of COLE when the quality of the commodity or performance promised is equal or better and the price quoted is the same or less.
- 2.23 **APPROPRIATION OF FUNDS.** Financial obligations of Cole County payable after the first fiscal year the system is in place are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available. In the event funds are not appropriated, any resulting Contract will become null and void, without penalty to Cole County.

2.24 **COOPERATIVE PROCUREMENT.** Various State Agencies, City and County Offices, and/or any other government entity may or may not request an unknown quantity of goods or services under this bid during the effective period or resulting agreement period at the same prices, terms and conditions.

If the awarded party agrees to cooperative procurement, it is agreed and understood that each participating political subdivision will make its own separate contract with the awarded party; that each participating political subdivision shall only be liable to the awarded party for service, materials or supplies for which it has directly contracted without any liability for purchases contracted for by any other participating political subdivision; and each awarded party shall be required to bill each participating political subdivision separately and directly for the service, materials or supplies it has purchased.

In the event of any dispute between a political subdivision and a awarded party arising after a contract of purchase has been executed, such dispute shall be handled by and between the particular political subdivision affected and the awarded party.

2.25 **DOMESTIC PRODUCT PROCUREMENT ACT.** The respondent represents that the goods provided comply with Sections 34.350 to 34.359, RSMo, known as the Domestic Product Procurement Act. The act encourages the purchase of products manufactured or produced in the United States.

2.26 **CONTRACT TERMINATION.**

2.26.1 **TERMINATION FOR DEFAULT.** If, through any cause, the awarded party shall fail to fulfill, in a timely and proper manner, its obligations under the contract resulting from this solicitation, or if the awarded party shall violate any of the covenants, agreements, or stipulations of said contract, Cole County shall thereupon have the right to terminate this contract for cause by giving written notice to the awarded party of its intent to terminate and at least ten (10) calendar days to cure the default or show cause why termination is otherwise not appropriate. In the event of termination, all finished or unfinished documents, data, studies, survey, drawings, maps, models, photographs, and reports or other material prepared by the awarded party under this contract shall, at the option of Cole County, become its property, and the awarded party shall be entitled to receive just and equitable compensation for any services and supplies delivered and accepted. The awarded party shall be obligated to return any payment advanced under the provisions of this contract.

Notwithstanding, the awarded party shall not be relieved of liability to Cole County any damages sustained by the County by virtue of any breach of the contract by the awarded party, and the County may withhold any payment to the awarded party for the purpose of mitigating its damages until such time as the exact amount of damages due the County from the awarded party is determined.

If after such termination it is determined, for any reason, that the awarded party was not in default, or that the awarded party's action/inaction was excusable, such termination shall be treated as a termination for convenience.

2.26.2 **TERMINATION FOR CONVENIENCE.** The performance of work under the contract resulting from this solicitation may be terminated by Cole County in whole or in part at such time that the Cole County Commission determines that such termination is in the best interest of Cole County. Any such termination will be affected by delivery to the awarded party of a letter of termination specifying the extent to which performance of work under the contract is terminated and the date upon which such termination is effective.

After receipt of a termination letter the awarded party will:

- Stop work on the contract on the date and to the extent specified in the letter.
- Place no further orders for materials, services or facilities except as may be necessary to complete any portions of the work under contract not terminated.
- Complete on schedule such part of the work as will not be terminated.

3.0 CONTRACTUAL REQUIREMENTS

3.1 **STATEMENT OF WORK.** The awarded party, hereinafter referred to as “contractor”, shall provide a full maintenance program to include all labor, material, equipment, tools, repair parts, preventative maintenance and emergency repair as required to maintain the following elevators, collectively referred to as “covered units”, and their respective equipment components in optimum working order and in accordance with the original manufacturer’s design specifications, operational efficiencies, and capacities:

- **BID ITEM ONE.** Two (2) Otis LVM (E211) Hydraulic Elevator Systems, Cole County Law Enforcement Center, 350 East High Street, Jefferson City, Missouri. These elevators were installed in 2010.
- **BID ITEM TWO.** One (1) Otis Holeless Hydro, Carnegie Building, 210 Adams Street, Jefferson City, Missouri. This elevator was installed in 1978.
- **BID ITEM THREE.** One (1) Otis Geared, Cole County Courthouse, 310 East High Street, Jefferson City, Missouri. This elevator was installed in 1964.
- **BID ITEM FOUR.** One (1) Otis Roped Hydro, Cole County Courthouse Annex, 311 East High Street, Jefferson City, Missouri. This elevator was installed in 1997.
- **BID ITEM FIVE.** One (1) Schindler Roped Hydro, Cole County Courthouse, 310 East High Street, Jefferson City, Missouri. This elevator was installed in 2007.

The County reserves the right to add and/or delete, with 30 days’ notice, equipment as may be required during the contract period at negotiated rates.

3.2 **TERM AND PRICING.** The initial contract term shall be for a period of one (1) year, effective 4/16/2019, renewable annually with up to four (4) one-year extension options not to exceed a maximum of five (5) years total. Pricing as quoted may be adjusted annually, effective at the anniversary date of the agreement, on a pass-through basis only (supported by sufficient documentation to justify the requested increase) subject to mutual agreement and written approval by the Cole County Commission. All other terms and conditions shall remain consistent.

3.3 **EXECUTION OF AGREEMENT.** The Contractor will have ten (10) days from the date of award to return a performance bond, insurance forms, and other required documents to Cole County Purchasing, 311 East High Street, Room 200, Jefferson City, MO, 65101. Cole County may, at its sole discretion, extend the return date.

3.4 **LIQUIDATED DAMAGES.** The County has an immediate requirement for the materials, equipment or services specified herein. Contractor are urged to give careful consideration to the County’s requirements identified herein and to their capabilities. Liquidated damages may be assessed in the amount of actual damages incurred by the County as a result of Contractor's failure to perform herein.

- 3.5 **ELEVATORS.** Respondents shall be responsible for determining the conditions and circumstances effecting the requirements of the included work. The submission of a proposal will be considered conclusive evidence that the contractor has made such examinations and investigations as necessary, and that the contractor fully understands and is satisfied as to the conditions to be encountered, the character, quantity, quality and scope of work and the requirements of the bid documents. All elevators under this contract are “as is,” and the County takes no responsibility for and makes no guarantees with respect to the condition of the elevators. The contract shall not be invalid due to defects discovered after award of the contract that may have been discovered by a reasonable inspection of the elevators by the Contractor before award.
- 3.6 **WORK SITE EXAMINATION.** Interested parties are encouraged to participate in a scheduled site visit on Wednesday, March 6 at 10:00 a.m. This will be the one opportunity for respondents to evaluate the current state of the elevators as needed to prepare their response. It will be the responsibility of attendees to supply any and all tools and equipment necessary for said inspection. Participants shall meet at the Cole County Commission Chambers, 311 East High Street, Room 200, Jefferson City, Missouri, 65101.
- 3.7 **CONTRACTOR REQUIREMENTS.** All tasks must be carried out in accordance with all applicable laws and regulations.
- 3.7.1 **PREVIOUS SERVICE.** Contractor shall have been regularly and continuously engaged in the business of servicing elevators for the least the past five (5) years at minimum.
- 3.7.2 **SERVICE TECHNICIANS.**
- A. The Contractor shall use repair personnel directly employed and supervised by the Contractor to perform the as described herein.
 - B. Any repair personnel performing work under this contract shall be certified by the State of Missouri as an elevator Certified Competent Conveyance Mechanic (CCCM) and must be a licensed journeymen elevator mechanic that is in compliance with all governing rules and regulations regarding elevator maintenance. Further, The Contractor shall bear the responsibility to further apply for, pay for, and obtain any other required permit, license, certification, inspection and/or any professional credential required of its personnel by any governmental agency for the provision of the services described herein; including, but not limited to, the standards promulgated by the OSHA, NFPA, NEC, the Missouri Elevator Safety Act, RSMo 701.350-701.380 and 11CSR 40-5.010 – 40-5.150, and all other applicable codes including all life safety codes.
 - C. The Contractor shall provide criminal background checks on all certified technicians to the County upon request during the contract term and shall understand that any personnel performing services pursuant to this contract shall be subject to the approval of the County and may be required to successfully pass additional security background clearance if required.
- 3.7.3 **BONDED & INSURANCE REQUIREMENTS.** The Contractor shall be bonded and procure and keep in force during the term of this contract Commercial General Liability Insurance on an occurrence basis in an amount not less than \$1,000,000 per occurrence and at least \$2,000,000 in the annual aggregate, including but not limited to premises/operations (including off-site operations), blanket contractual liability and broad form property damage. Prior to the Contractor performing any work under this contract, Contractor shall provide the County with a Certificate of Insurance evidencing the insurance required and, by endorsement to Contractor’s liability policy(ies), naming Cole County, its officers, employees and agents as Additional Insureds. The awarded party agrees to repair and replace all property of the County and all

property of others damaged by himself, his employees, and subcontractors, and agents. It is understood that the whole of the work under this contract is to be done at the awarded party's risk and that he has familiarized himself with the conditions and other contingencies likely to affect the work and has made his proposal accordingly and that he is to assume the responsibility and risk of all loss or damage to materials or work which may arise from any cause whatsoever during the term of work. Additionally, the awarded party shall procure and keep in force Workmen's Compensation Insurance covering all persons employed by the Contractor engaged in the performance of the work hereunder.

3.8 **SERVICE.**

3.8.1 **CONTRACT COMMENCEMENT.** Upon contract commencement, the contractor shall perform thorough inspections of the covered units and identify and report any deficiencies to the County in writing. The covered units shall be brought up to the contractor's standards within the first six (6) months of the contract and so maintained at all times during the contract.

3.8.2 **PREVENTATIVE MAINTENANCE.** The Contractor shall provide a preventative maintenance program to deliver service tailored to each elevator's specific needs. Equipment type, component life, equipment usage and building environment should be taken into account when planning routine short and long-term maintenance schedules and records for each elevator.

Maintenance shall include but not be limited to inspection, lubrication, adjustment, and replacement of parts as needed and/or recommended to maintain an appropriate factor of safety and a comfortable elevator ride with smooth acceleration, retardation and a soft stop. Door operation shall be quiet and positive with smooth checking at the extremes of travel.

3.8.3 **MAINTENANCE CHECKLIST.** Prior to performing any preventative maintenance service, the contractor shall provide Cole County with an inspection and preventative maintenance schedule organized by elevator. All inspections, lubrication, adjustments, tests, cleaning, repairing and other maintenance activities shall be performed in accordance with said schedules. These work schedules shall be designed for each type of equipment to be serviced and shall conform to the manufacturer's recommended practice for the particular equipment concerned. The contractor's personnel performing the services shall maintain a checklist for each covered unit of all maintenance and services performed and shall initial and date all items on the checklist as service is performed. The contractor must keep the maintenance checklist up-to-date at all times and must provide the updated maintenance checklists to the County Facilities Director at each visit.

3.8.4 **NON-SCHEDULED SITE VISITS.** Contractor shall also maintain an accurate and complete log of all work performed in addition to the scheduled preventative maintenance and inspection for each covered unit. These logs shall contain the day, date, time, printed name, and written signature of the service personnel for all units and all site visits and include the nature of the complaint(s) and their resolution. This documentation shall be delivered to the County Facilities Director at each visit.

3.8.5 **PARTS.** Any parts replaced under this contract are to be new or may be refurbished to the contractor's standards if approved by the County in writing.

3.8.6 **SERVICES OUTSIDE SCOPE.** In the event the contractor determines that a covered unit requires services other than the services covered by the contract, the contractor shall document the situation in writing with a cost quote and deliver to the Cole County Facilities Director. The County Commission will approve or deny each request.

The Contractor shall not be responsible under this contract for:

- A. Repair of damage caused by fire, flood or other disaster.
- B. Refinishing of elevator car enclosures, elevator car floor coverings, or power lines to the main elevator disconnect.
- C. Any repair work due to County or public negligence, misuse or vandalism.

3.8.7 **STORAGE ON COUNTY PROPERTY.** Contractor shall obtain prior approval from the County in writing for any area or space required for the Contractor for storage during operations. Materials, equipment, etc., shall not be filed or stored in any location which shall interfere with the conduct of the normal functions of the building and/or facilities nor to constitute a hazard to persons or property. Any required safety precautions such as barricades, signs, danger signals, etc., shall be furnished and installed by the contractor during operations. Any property stored on County property shall remain the property of the contractor; the County shall bear no responsibility for contractor's property stored at any County facility.

3.8.8 **SUBCONTRACTORS.** Contractor shall in no case allow the performance of work by subcontractors, unless the contractor has been approved by the County in writing, and in no case shall the contractor use subcontractors that in any way alter the position of the contractor with relation to the contract with the County. If a subcontractor is used, the responsibility for every portion of the work shall remain with the Contractor.

3.9 **TESTS AND INSPECTIONS.** Contractor shall perform periodic tests and maintenance inspections minimally as required by the current applicable safety codes and in compliance with the Missouri Elevator Safety Act, RSMo 701.350-701.380 and 11CSR 40-5.010 – 40-5.150, and all applicable statutory requirements for the elevators described herein. Written reports of all tests shall be provided to the County upon completion. The County reserved the rights to witness all tests.

3.9.1 **ANNUAL TESTING.** Minimally and in coordination with the County, the contractor shall schedule an annual no load test with a certified independent elevator inspector to witness each testing and inspection. The contractor must give written notification to the County's Maintenance Director at least ten (10) days prior to conducting the testing and inspection.

3.9.2 **FIFTH YEAR TESTING.** Each fifth year, or upon request of the County, the contractor shall perform a full load, full speed test of safety mechanisms, overspeed governors, and car and counterweight buffers with a certified independent elevator inspector to witness each testing and inspection. The contractor must give written notification to the County's Maintenance Director at least ten (10) days prior to conducting the testing and inspection.

3.9.3 **VIOLATIONS AND/OR DEFICIENCIES.** The contractor must service and repair any violations and deficiencies identified during testing and inspection. The contractor must complete all such repairs by no later than fifteen (15) calendar days after the inspection. If more than fifteen (15) calendar days is necessary for a repair, the contractor shall provide written notification to the County describing the need for additional time. The contractor must obtain written approval from the County for any extension to the fifteen (15) day requirement. After fifteen (15) days, the County retains the right to solicit a corrective bid to abate the non-compliance items. The cost of this corrective action will be deducted from money owed to the contractor.

3.9.4 **ADDITIONAL TESTING/INSPECTIONS.** The County shall have the right at any time during the effective period of the contract to have an independent inspection of the covered units. If non-compliance items are included in the report, the County will issue a punch-list to the Contractor

who shall correct those items within ten (10) business days or County may solicit a corrective bid to abate the non-compliance items. The cost of this corrective action will be deducted from money owed to the contractor.

3.10 RESPONSE AND REPAIR TIMES.

3.10.1 All preventive maintenance work shall be performed during working hours and days. Respondents shall state their normal hours of operation in their response. Any equipment shutdowns must be scheduled in advance with the Cole County Facilities Director as not to interfere with building operations during normal usage times.

3.10.2 The maximum allowable response time for any given elevator is 6 hours from the time the call for service is placed. The maximum allowable down time for any given elevator is 24 hours. The County understands there may be concessions due to parts availability, etc., and those incidents will be handled individually. The County reserves the right to utilize another source, without affecting contract provisions, should Contractor not perform within this time period and withhold the cost occasioned thereby from the amount due the Contractor.

4.0 RESPONSE FORMAT

To facilitate comparison of proposals, respondents must submit offers in a format that corresponds with the following sections. Each page of the proposal should state the name of the respondent, the RFP number and the page number. Please submit the information required in this section in total as your response to the RFP.

- 4.1** Cover Page (page one of this document).
- 4.2** Bidder Response Form
- 4.3** Minimum of five (5) References, form provided
- 4.4** Anti-Collusion Statement
- 4.5** Respondent Background and Preventative Maintenance Program Information
 - Cover Letter- introduce your company and state how many years you have been in business
 - Describe your presence in the mid-Missouri area
 - Thoroughly describe your program and how you can guarantee reliable service
- 4.6** Proposed Preventative Maintenance Schedules, organized by elevator.
- 4.7** Identify Quality Control Measures and the process for the County to report issues.
- 4.8** Normal Business Days/Hours and policies for services needed after hours/on holidays

BIDDER RESPONSE FORM

ADDENDA

The respondent acknowledges receipt of the following addenda: ____, ____, ____, ____, ____, and ____.
(Insert numbers of any addenda received.)

BID ITEM ONE. Two (2) Otis LVM (E211) Hydraulic Elevator Systems, Cole County Law Enforcement Center, 350 East High Street, Jefferson City, Missouri.

Elevator One Firm, Fixed Price per Month: \$ _____

Elevator Two Firm, Fixed Price per Month: \$ _____

Firm, Fixed Price per Month: \$ _____

BID ITEM TWO. One (1) Otis Holeless Hydro, Carnegie Building, 210 Adams Street, Jefferson City, Missouri.

Firm, Fixed Price per Month: \$ _____

BID ITEM THREE. One (1) Otis Geared, Cole County Courthouse, 310 East High Street, Jefferson City, Missouri.

Firm, Fixed Price per Month: \$ _____

BID ITEM FOUR. One (1) Otis Roped Hydro, Cole County Courthouse Annex, 311 East High Street, Jefferson City, Missouri.

Firm, Fixed Price per Month: \$ _____

BID ITEM FIVE. One (1) Schindler Roped Hydro, Cole County Courthouse, 310 East High Street, Jefferson City, Missouri.

Firm, Fixed Price per Month: \$ _____

TOTAL FIRM, FIXED PRICE PER MONTH: \$ _____

TOTAL ANNUAL COST: \$ _____

REFERENCES - CURRENT/PRIOR EXPERIENCE

The respondent should copy and complete this form for each reference being submitted as demonstration of current/prior experience. In addition, the respondent is advised that if the contact person listed for the reference is unable to be reached during the evaluation, the listed experience may not be considered.

<i>Respondent Name:</i>	

Reference Information (Current/Prior Services Performed for):	
Name of Reference Company:	
Address of Reference Company:	
Reference Contact Information: <ul style="list-style-type: none"> ▪ Name ▪ Phone No. ▪ Email 	
Date(s) of Service:	
If service/contract has been terminated, specify reason:	
Description of Service Performed:	

As the contact person for the reference provided above, my signature below verifies that the information presented on this form is accurate. I am available for contact by Cole County for additional discussions regarding my/my company's association with the respondent referenced above.

Signature of Referenced Contact Person

Date of Signature

ANTI-COLLUSION STATEMENT

STATE OF _____)

COUNTY OF _____)

_____ being first

duly sworn, deposes and says that he is _____
(title of person signing)

of _____

(Name of Bidder)

that all statements made and facts set out in the proposal for the attached bid are true and correct; and that the bidder (The person, firm, association, or corporation making said bid) has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with such bid of any contract which result from its acceptance. Affiant further certifies that bidder is not financially interested in, or financially affiliated with, any other bidder for the attached bid .

(BY) _____

(BY) _____

Sworn to before me this _____ day of _____, 20 ____

Notary Public

My Commission expires: _____