

Request for Bid (RFB)

Boone County Purchasing 613 E. Ash Street, Room 109 Columbia, MO 65201

<u>Amy Robbins, Senior Buyer</u> (573) 886-4392 – Fax: (573) 886-4390 Email: arobbins@boonecountymo.org

Bid DataBid Number:46-08NOV13Commodity Title:Elevator Maintenance Term & Supply

DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT

Time:	Bid Submission Address and DeadlineFRIDAY, NOVEMBER 8, 20131:30 P.M. C.S.T. (Bids received after this time will be returned unopened)Boone County Purchasing DepartmentBoone County Annex Building613 E. Ash Street, Room 109Columbia, MO 65201The Annex Building is located on the Northwest corner at 7 th Street andAsh Street. Enter the building from the South Side. Wheel chair accessibleentrance is available on the South side of the building.
	Bid Opening
Day / Date:	FRIDAY, NOVEMBER 8, 2013
5	1:30 P.M. C.S.T.
	Boone County Annex Building Conference Room
	613 E. Ash Street
	Columbia, MO 65201
	Bid Contents
1.0:	Introduction and General Conditions of Bidding
2.0:	Primary Specifications
3.0:	Response Presentation and Review
4.0:	Response Form
	Exhibit A Prior Experience
	Instructions for Compliance with House Bill 1549
	Work Authorization Certification
	Individual Bidder Affidavit Certification of Individual Bidder
	Debarment Form
	Standard Terms and Conditions
	Standard Terms and Conditions

- 1. Introduction and General Conditions of Bidding
- 1.1. **INVITATION -** The County of Boone, through its Purchasing Department, invites responses, which offer to provide the goods and/or services identified on the title page, and described in greater detail in Section 2.

1.2. **DEFINITIONS**

1.2.1. **County -** This term refers to the County of Boone, a duly organized public entity. It may also be used as a pronoun for various subsets of the County organization, including, as the context will indicate:

Purchasing - The Purchasing Department, including its Purchasing Director and staff.

Department(s) or Office(s) - The County Department(s) or Office(s) for which this Bid is prepared, and which will be the end user(s) of the goods and/or services sought.

Designee - The County employee(s) assigned as your primary contact(s) for interaction regarding Contract performance.

1.2.2. **Bidder / Contractor / Supplier -** These terms refer generally to businesses having some sort of relationship to or with us. The term may apply differently to different classes of entities, as the context will indicate.

Bidder - Any business entity submitting a response to this Bid. Suppliers, which may be invited to respond, or which express interest in this bid, but which do not submit a response, have no obligations with respect to the bid requirements.

Contractor - The Bidder whose response to this bid is found by Purchasing to meet the best interests of the County. The Contractor will be selected for award, and will enter into a Contract for provision of the goods and/or services described in the Bid.

Supplier - All business(s) entities which may provide the subject goods and/or services.

- 1.2.3. **Bid** This entire document, including attachments. A Bid may be used to solicit various kinds of information. The kind of information this Bid seeks is indicated by the title appearing at the top of the first page. A "Request for Bid" is used when the need is well defined. A "Request for Proposal" is used when the County will consider solutions, which may vary significantly from each other or from the County's initial expectations.
- 1.2.4. **Response -** The written, sealed document submitted according to the Bid instructions.
- 1.3. **BID CLARIFICATION -** Questions regarding this Bid should be directed in writing, by e-mail or fax, to the Purchasing Department. Answers, citing the question asked but not identifying the questioner, will be distributed simultaneously to all known prospective Bidders in the form of an addendum. We strongly suggest that you check for any addenda a minimum of forty eight (48) hours in advance of the bid deadline. Bids, addendums, bid tabulations and bid awards are posted on our web site at: www.showmeboone.com

Note: Written requirements in the Bid or its Amendments are binding, but any oral communications between County and Bidder are not.

- 1.3.1. **Bidder Responsibility -** The Bidder is expected to be thoroughly familiar with all specifications and requirements of this Bid. Bidder's failure or omission to examine any relevant form, article, site or document will not relieve them from any obligation regarding this Bid. By submitting a Response, Bidder is presumed to concur with all terms, conditions and specifications of this Bid.
- 1.3.2. **Bid Amendment -** If it becomes evident that this Bid must be amended, the Purchasing Department will issue a formal written Amendment to all known prospective Bidders. If necessary, a new due date will be established.
 - 1.4. **AWARD** Award will be made to the Bidder(s) whose offer(s) provide the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, lifecycle cost, ability to deliver, or for any other reason deemed by Purchasing to be in the best interest of the County. Thus, the result will not be determined by price alone. The County will be seeking the least costly outcome that meets the County needs as interpreted by the County. The County reserves the right to award this bid on an item by item basis, or an "all or none" basis, whichever is in the best interest of the County. The County also reserves the right to not award any item or group of items if the services can be obtained from cooperative MMPPC or other government contracts under more favorable terms.

- 1.5. **CONTRACT EXECUTION -** This Bid and the Contractor's Response will be made part of any resultant Contract and will be incorporated in the Contract as set forth, verbatim.
- 1.5.1. **Precedence -** In the event of contradictions or conflicts between the provisions of the documents comprising this Contract, they will be resolved by giving precedence in the following order:
 - 1) the provisions of the Contract (as it may be amended);
 - 2) the provisions of the Bid;
 - 3) the provisions of the Bidder's Response.
 - 1.6. **CONTRACT PERIOD** The Term and Supply Contract period shall be from **January 1, 2014 through December 31, 2014 and may be automatically renewed for up to an additional two (2) one-year periods** unless canceled by the Purchasing Director in writing prior to a renewal term.
 - 1.7. **COMPLIANCE WITH STANDARD TERMS AND CONDITIONS -** Bidder agrees to be bound by the County's standard "boilerplate" terms and conditions for Contracts, a sample of which is attached to this Bid.

- 2. Primary Specifications
- 2.1. **ITEMS TO BE PROVIDED** Boone County, hereafter referred to as "County", proposes to contract with an individual(s) or organization(s), hereinafter referred to as "Contractor" for a Term and Supply contract for the furnishing of Full Service Elevator Maintenance.
- 2.1.1. **Scope of Work** Work performed shall include furnishing all labor, materials, tools, equipment, transportation, services, supervision, engineering expertise, and performing all operation required to properly service, repair, and maintain the designated elevators owned by the County.
- 2.1.2. **Sub-Contractors** No subcontractors shall be used without prior approval and written consent of the Facilities Maintenance Manager.
- 2.1.3. **Contractor Qualifications and Experience -** The Contractor to whom a maintenance contract is awarded must: be currently engaged in the maintenance and repair of passenger and freight elevators on a commercial basis and have been successfully engaged in the business of such work and licensed in the State of Missouri for a period of not less than 3 consecutive years immediately preceding the submission of this bid. The contractor must also have established offices in the Jefferson City Columbia area.
 - 2.2. **Contract Extension -** The County Purchasing Director may exercise the option to extend the contract on a month to month basis for a maximum of 6 months from the date of termination if it is deemed to be in the best interest of Boone County.
- 2.2.1. **Contract Documents -** The successful bidder(s) shall be obligated to enter into a written contract with the County within 30 days of award on contract forms provided by the County. If bidders desire to contract under their own written agreement, any such proposed agreement shall be submitted in blank with their bid. County reserves the right to modify any proposed form agreement or withdraw its award to a successful bidder if any proposed agreement contains terms and conditions inconsistent with its bid or are unacceptable to county legal counsel.

2.3. MINIMUM TECHNICAL SPECIFICATIONS

2.3.1. **Repair Locations -** All services will be provided at the County sites described in Section 4 of this request.

2.3.2. General Requirements

- 2.3.2.1. This contract shall be for full service including all elevator preventive maintenance and repairs and all periodic safety tests as required by BOCA National Building Code as adopted by the County of Boone.
- 2.3.2.2. In the event any provisions of the contract are not fulfilled by the Contractor, and/or the quality of workmanship is deemed unsatisfactory by the County, the County may, upon written notice to the Contractor, terminate this contract ten (10) days after such written notice.

2.3.3. Contractor's Responsibility and Service Requirements

- 2.3.3.1. The contractor shall guarantee all work performed under this contract.
- 2.3.3.2. The contractor shall provide 100 percent coverage for all parts, preventive maintenance, and repairs and parts replacement to all systems (electrical, mechanical, hydraulics), to include all sub-systems, sub-assemblies, components, and all-sub components related to each elevator system identified in Section 4. Any and all repairs regardless of how minor or major shall be covered under this agreement at the monthly maintenance cost submitted in this response and subsequent contract. The following items are excluded from the monthly maintenance coverage: Acts of God, vandalism, light bulbs, buried underground pipe, and cylinder.
- 2.3.3.3. All materials provided by Contractor shall be new materials of high quality that shall give long life and reliable operation. All equipment shall be modern in design and shall not have been in prior service except as required by factory test.
- 2.3.3.4. The contractor will provide unlimited service during normal business hours. Normal business hours are Monday Friday 7 a.m. to 5 p.m., excluding state and national holidays. The response time from when a call is placed to the arrival of the contractor's designated representative and personnel shall not exceed one hour. The Manager of Facilities Maintenance reserves the right to extend the response time at his discretion per occurrence and such extensions are not precedent setting.
- 2.3.3.5. The contractor will provide a flat hourly rate for emergency service outside normal business hours. This emergency rate shall include all labor and repairs.

- 2.3.3.6. The contractor is required to demonstrate the capability to maintain all security systems and subsystems by having the correct electronic interface equipment to gain access to all elevator security systems stated within this bid. It is the contractor's responsibility to insure continued operation of all security systems associated with the elevators located within the Boone County Courthouse and identified in Section 4 of this bid request.
- 2.3.3.7. The contractor shall be responsible for sending a notice outlining any major repairs required to the Manager of Facilities Maintenance. If a malfunction of the elevator occurs between the course of periodic inspections, the contractor's personnel shall be available for any service and/or repairs. The contractor shall make special examinations, upon request, at no additional cost to the County.

2.4. REPAIRS AND INSPECTIONS

- 2.4.1. One (1) maintenance inspection per month is required for each elevator. The first inspection shall be made as soon as possible following the effective date of the contract and on a monthly basis thereafter. In addition, the contractor must perform an annual inspection as required by the Missouri State Elevator Inspection Code.
- 2.4.2. The contractor's mechanic shall coordinate all work with the Facilities Maintenance Department. Repairs found to be necessary at the time of inspection will be done at that time. All work and inspections will be recorded on job tickets. The job ticket(s) will be signed by a Facilities Maintenance representative, and a copy must be forwarded to the Facilities Maintenance Department.
- 2.4.3. The contractor's mechanic shall coordinate with Facilities Maintenance prior to disabling any elevator for service.
- 2.4.4. All replacement materials and equipment shall carry a minimum 90-day warranty. Each year the contractor will complete a service walk-through on or before December 1st with a Facilities Maintenance designee. In the event the contractor will not continue servicing the equipment for the next year, the contractor agrees to correct any deficiencies noted by the County prior to expiration of current contract. The County reserves the right to allow another elevator service representative to participate in this review. If the contractor should neglect to begin such repairs within this period or in the case of an emergency, where, in the judgment of the Manager of Facilities Maintenance, delay would cause serious loss or damage, the repairs and/or replacements may be made by the County and shall be charged back to the contractor and the contractor agrees to pay those charges within 30 days after invoice issue date.
- 2.4.5. The contractor must take all necessary steps to protect service personnel, the County's personnel, and the public from unnecessary danger or hazard during the execution of any services and/or repairs. Danger signs, warning signs, railings, barriers, sheeting, etc., shall be erected to prevent accidents from construction, falling objects, machinery, electric lines, and other conditions that might present unusual hazards.
- 2.4.6. The contractor shall perform any duties and/or requirements necessary for the completion of the annual elevator safety inspection performed by the City of Columbia at no additional charge to the County.
- 2.5. SERVICE PERSONNEL REQUIREMENTS: Please include the following information with your bid response.
- 2.5.1. Names, addresses, and resumes of all service personnel assigned to this contract.
- 2.5.2. All service personnel shall have completed an apprenticeship and have a minimum of five (5) years experience as a qualified journeyman. Proof of experience may be required.
 - 2.6. **Insurance Requirements:** The Contractor shall not commence work under this contract until they have obtained all insurance required under this paragraph and such insurance has been approved by the County, nor shall the Contractor allow any subcontractor to commence work on their subcontract until all similar insurance required of subcontractor has been so obtained and approved. All policies shall be in amounts, form and companies satisfactory to the County which must carry an A-6 or better rating as listed in the A.M. Best or equivalent rating guide. Insurance limits indicated below may be lowered at the discretion of the County.
- 2.6.1. **Compensation Insurance -** The Contractor shall take out and maintain during the life of this contract, **Employee's Liability and Worker's Compensation Insurance** for all of their employees employed at the site of work, and in case any work is sublet, the Contractor shall require the

subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Worker's Compensation coverage shall meet Missouri statutory limits. Employers' Liability limits shall be \$1,000,000.00 each employee, \$1,000,000.00 each accident, and \$1,000,000.00 policy limit. In case any class of employees engaged in hazardous work under this Contract at the site of the work is not protected under the Worker's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide Employers' Liability Insurance for the protection of their employees not otherwise protected.

- 2.6.2. **Comprehensive General Liability Insurance -** The Contractor shall take out and maintain during the life of this contract, such comprehensive general liability insurance as shall protect them and any subcontractor performing work covered by this contract, from claims for damages for personal injury including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by themselves or for any subcontractor or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$2,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death. If the Contract involves any underground/digging operations, the general liability certificate shall include X, C, and U (Explosion, Collapse, and Underground) coverage. If providing Comprehensive General Liability Insurance, then the Proof of Coverage of Insurance shall also be included.
- 2.6.3. The Contractor has the option to provide **Owner's Contingent or Protective Liability and Property Damage** instead of the **Comprehensive General Liability Insurance-** The Contractor shall provide the County with proof of Owner's Protective Liability and Property Damage Insurance with the County as named insured, which shall protect the County against any and all claims which might arise as a result of the operations of the Contractor in fulfilling the terms of this contract during the life of the Contract. The minimum amounts of such insurance will be \$2,000,000.00 per occurrence, combined single limits. Limits can be satisfied by using a combination of primary and excess coverages. Should any work be subcontracted, these limits will also apply
- 2.6.4. **COMMERCIAL Automobile Liability** The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$2,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Contractor's own automobiles, teams and trucks; hired automobiles, teams and trucks; and both on and off the site of work.
- 2.6.5. **Proof of Carriage of Insurance -** The Contractor shall furnish the County with Certificate(s) of Insurance which name the County as additional insured in an amount as required in this contract, contain a description of the project or work to be performed, and requiring a thirty (30) day mandatory cancellation notice. In addition, such insurance shall be on occurrence basis and shall remain in effect until such time as the County has made final acceptance of the facility contracted.
- 2.6.6. **INDEMNITY AGREEMENT:** To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), of anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require contractor to indemnify, hold harmless, or defend the County of Boone from its own negligence.

2.7. SPECIAL CONDITIONS AND REQUIREMENTS

- 2.7.1. It is the bidder's responsibility to become fully informed as to where services are to be provided and/or the nature and extent of the work required and its relation to any other work in the area including possible interference from other on-site activities. Arrangements for bidder's inspection of facilities may be secured from Bob Davidson, Manager of Facilities Maintenance at 573-886-4401.
- 2.7.2. The quantity, type, and description of the equipment to be covered is listed in Section 4 of this request. The County reserves the right to increase or decrease equipment listed. Additional

equipment shall be covered upon receipt of written notification from the County. Contractor will honor prices submitted in this bid for additional items that are like or equal to other equipment listed in the bid response. If additional pricing is provided, this information must be submitted to the Purchasing Department prior to the first billing. The County will provide 30 days written notice to the Contractor for the deletion of any equipment.

- 2.7.3. The contractor shall maintain a logbook of all service calls and repairs. The logbook shall indicate dates and times of service calls and identify equipment inspected, repaired, or replaced. The logbook shall become the property of the Facilities Maintenance Department upon conclusion of the contract. The Contractor must also provide the log for review upon request by the department. In addition, the contractor must keep all inspections on file throughout the life of the contract.
 - 2.8. **BID CLARIFICATION -** Any questions or clarifications concerning bid documents should be addressed in writing, PRIOR TO BID OPENING, to Amy Robbins, Senior Buyer, 613 E. Ash Street, Room 109, Columbia, Missouri 65201. Phone: (573) 886-4392 Fax: (573) 886-4390 or Email: arobbins@boonecountymo.org.
 - 2.9. **DESIGNEE** Bob Davidson, Manager of Boone County Facilities Maintenance, 613 E. Ash Street, Room 107, Columbia, MO 65201
- 2.10. **BILLING AND PAYMENT -** The billing periods will be Quarterly. Quarterly invoices will be submitted to the Facilities Maintenance Department for payment 30 days after receipt of a correct and valid quarterly statement, monthly reports, and inspection lists.
- 2.11. Invoices for emergency service must be signed by a Facilities Maintenance Representative. Invoices should be submitted to Boone County Facilities Maintenance, 613 E. Ash Street, Room 107, Columbia, MO 65201.

- 3. <u>Response Presentation and Review</u>
- 3.1. **RESPONSE CONTENT -** In order to enable direct comparison of competing Responses, you must submit your Response in strict conformity to the requirements stated here. Failure to adhere to all requirements may result in your Response being disqualified as non-responsive. All Responses must be submitted using the provided Response Sheet. Every question must be answered and if not applicable, the section must contain "N/A" or "No Bid". Manufacturer's published specifications for the items requested shall be included with the response.
- 3.2. **SUBMITTAL OF RESPONSES -** Responses MUST be received by the date and time noted on the title page under "Bid Submission Information and Deadline". NO EXCEPTIONS. We are not responsible for late or incorrect deliveries from the US Postal Service or any other mail carrier.
- 3.2.1. **Submittal Package -** Submit, to the location specified on the title page, **three (3) complete copies** of your Response in a single sealed envelope, clearly marked on the outside with your company name and return address, the proposal number and the due date and time.
- 3.2.2. **Advice of Award -** A Bid Tabulation of responses received as well as Award status can be viewed at <u>www.showmeboone.com</u>.
- 3.3. **BID OPENING -** On the date and time and at the location specified on the title page under "Bid Opening", all Responses will be opened in public. Brief summary information from each will be read aloud.
- 3.3.1. **Removal from Vendor Database -** If any prospective Bidder currently in our Vendor Database to whom the Bid was sent elects not to submit a Response and fails to reply in writing stating reasons for not bidding, that Bidder's name may be removed from our database. Other reasons for removal include unwillingness or inability to show financial responsibility, reported poor performance, unsatisfactory service, or repeated inability to meet delivery requirements.
 - 3.4. **RESPONSE CLARIFICATION -** We reserve the right to request additional written or oral information from Bidders in order to obtain clarification of their Responses.
- 3.4.1. **Rejection or Correction of Responses -** We reserve the right to reject any or all Responses. Minor irregularities or informalities in any Response which are immaterial or inconsequential in nature, and are neither affected by law nor at substantial variance with Bid conditions, may be waived at our discretion whenever it is determined to be in the County's best interest.
 - 3.5. **EVALUATION PROCESS** Our 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.
- 3.5.1. Method of Evaluation We will evaluate submitted responses in relation to all aspects of this Bid.
- 3.5.2. Acceptability We reserve the sole right to determine whether goods and/or services offered are acceptable for our use.
- 3.5.3. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
- 3.5.4. **Endurance of Pricing -** Your pricing must be held until contract execution or 60 days, whichever comes first.
- 3.5.5. Boone County reserves the right to reject all bids. Boone County reserves the right to waive informalities in bids.

	f Boone Response Form	Purchasing Department
4.1.	Company Name:	
4.2.	Address:	
4.3.	City/Zip:	
4.4.	Phone Number:	
4.5.	Fax Number:	
4.6.	Email Address:	
4.7.	Federal Tax ID:	
4.7.1.	() Corporation	
	 () Partnership - Name	
	() Other (Specify)	
4.8.	Pricing – The bidder must submit firm, fixed pricing per quarter for	
	perform all maintenance and repairs identified in Section 2 of this	bid request.
	Elevators Owned by Boone County	Firm, Fixed Price Per Quarte
	Boone County Courthouse, 705 East Walnut	
4.8.1.	Qty. (1) Schindler Hydraulic Passenger Elevators Serial Number: HG 82700 - Manufactured 10/28/91	\$
	Boone County Courthouse, 705 East Walnut	
	Qty. (1) Schindler Hydraulic Passenger Elevators West Car #B43B1F Serial Number: HG 82701 - Manufactured 10/28/91	¢
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4.8.3. 4.8.4. 4.8.5. 4.8.6. 4.9.	Boone County Courthouse, 705 East Walnut Qty. (1) Schindler Hydraulic Passenger Elevators East Car #B43B1F-3 Serial Number: HG 82701 -Manufactured 10/28/91 Boone County Government Center, 801 East Walnut Qty (1) Dover Oildraulic Passenger Elevator Serial Number: EE 5153 - Manufactured 4/6/95 Boone County Johnson Building, 601 East Walnut Qty. (1) Dover Oildraulic Passenger Elevator Serial Number: EF1971 - Manufactured 4/6/95 Flat Hourly rate for emergencies per section 2.3.3.5. (Circle One) Do you have the capability to maintain elevator security syste	\$ \$ \$ \$
4.8.3. 4.8.4. 4.8.5. 4.8.6. 4.9. 4.10.	Boone County Courthouse, 705 East Walnut Qty. (1) Schindler Hydraulic Passenger Elevators East Car #B43B1F-3 Serial Number: HG 82701 -Manufactured 10/28/91 Boone County Government Center, 801 East Walnut Qty (1) Dover Oildraulic Passenger Elevator Serial Number: EE 5153 - Manufactured 4/6/95 Boone County Johnson Building, 601 East Walnut Qty. (1) Dover Oildraulic Passenger Elevator Serial Number: EE 5153 - Manufactured 4/6/95 Boone County Johnson Building, 601 East Walnut Qty. (1) Dover Oildraulic Passenger Elevator Serial Number: EF1971 - Manufactured 4/6/95 Flat Hourly rate for emergencies per section 2.3.3.5. (Circle One) Do you have the capability to maintain elevator security system YES NO RENEWALS	\$ \$ \$ \$
4.8.3. 4.8.4. 4.8.5. 4.8.6. 4.9. 4.10.	Boone County Courthouse, 705 East Walnut Qty. (1) Schindler Hydraulic Passenger Elevators East Car #B43B1F-3 Serial Number: HG 82701 -Manufactured 10/28/91 Boone County Government Center, 801 East Walnut Qty (1) Dover Oildraulic Passenger Elevator Serial Number: EE 5153 - Manufactured 4/6/95 Boone County Johnson Building, 601 East Walnut Qty. (1) Dover Oildraulic Passenger Elevator Serial Number: EE 5153 - Manufactured 4/6/95 Boone County Johnson Building, 601 East Walnut Qty. (1) Dover Oildraulic Passenger Elevator Serial Number: EF1971 - Manufactured 4/6/95 Flat Hourly rate for emergencies per section 2.3.3.5. (Circle One) Do you have the capability to maintain elevator security systemed YES YES NO	\$ \$ \$ \$

4.11.	The undersigned offers to furnish and deliver the articles or services as specified at the prices and terms stated and in strict accordance with the specifications, instructions and general conditions of bidding which have been read and understood, and all of which are made part of this order.
4.11.1.	Authorized Representative (Sign By Hand):
4.11.2.	Type or Print Signed Name:
4.11.3.	Today's Date:
4.12.	Will you honor the submitted prices for purchase by other entities in Boone County who participate in cooperative purchasing with Boone County, Missouri? Yes No

EXHIBIT A

PRIOR EXPERIENCE

(References of similar services for governmental agencies are preferred)

1. Prior Services Performed for:

Company Name: Address:

Contact Name: Telephone Number:

Date of Contract: Length of Contract:

Description of Prior Services (include dates):

2. Prior Services Performed for:

Company Name: Address:

Contact Name: Telephone Number:

Date of Contract: Length of Contract:

Description of Prior Services (include dates):

3. Prior Services Performed for:

Company Name: Address:

Contact Name: Telephone Number:

Date of Contract: Length of Contract:

Description of Prior Services (include dates):

Boone County Purchasing

Amy Robbins Senior Buyer



613 E. Ash Street, Room 109 Columbia, MO 65201 Phone:(573) 886-4392 Fax: (573) 886-4390

INSTRUCTIONS FOR COMPLIANCE WITH HOUSE BILL 1549

House Bill 1549 addresses the Department of Homeland Security's and the Social Security Administration's E-Verify Program (Employment Eligibility Verification Program) that requires the County to verify "lawful presence" of individuals when we contract for work/service; verify that contractor has programs to verify lawful presence of their employees when contracts exceed \$5,000; and a requirement for OSHA safety training for public works projects.

The County is required to obtain certification that the bidder awarded the attached contract participates in a federal work authorization program. To obtain additional information on the Department of Homeland Security's E-Verify program, go to:

http://www.uscis.gov/portal/site/uscis/menuitem.eb1d4c2a3e5b9ac89243c6a7543f6d1a/?vgnextoid=75bc e2e261405110VgnVCM1000004718190aRCRD&vgnextchannel=75bce2e261405110VgnVCM10000047 18190aRCRD

Please complete and return form *Work Authorization Certification Pursuant to 285.530 RSMo* if your contract amount is in excess of \$5,000. Attach to this form the first and last page of the *E-Verify Memorandum of Understanding* that you completed when enrolling for proof of enrollment.

If you are an Individual/Proprietorship, then you must return the attached *Certification of Individual Bidder*. On that form, you may do one of the three options listed. Be sure to attach any required information for those options as detailed on the *Certification of Individual Bidder*. If you choose option number two, then you will also need to complete and return the attached form *Affidavit*.

WORK AUTHORIZATION CERTIFICATION PURSUANT TO 285.530 RSMo (FOR ALL AGREEMENTS IN EXCESS OF \$5,000.00)

County of	_)	
)ss
State of)

My name is ______. I am an authorized agent of ______

______(Bidder). This business is enrolled and participates in a federal work authorization program for all employees working in connection with services provided to the County. This business does not knowingly employ any person that is an unauthorized alien in connection with the services being provided. Documentation of participation in a federal work authorization program is attached hereto.

Furthermore, all subcontractors working on this contract shall affirmatively state in writing in their contracts that they are not in violation of Section 285.530.1, shall not thereafter be in violation and submit a sworn affidavit under penalty of perjury that all employees are lawfully present in the United States.

Affiant

Date

Printed Name

Subscribed and sworn to before me this ____ day of _____, 20___.

Notary Public

Attach to this form the *E-Verify Memorandum of Understanding* (or the first and last page) that you completed when enrolling that verifies proof of enrollment.

CERTIFICATION OF INDIVIDUAL BIDDER

Pursuant to Section 208.009 RSMo, any person applying for or receiving any grant, contract, loan, retirement, welfare, health benefit, post secondary education, scholarship, disability benefit, housing benefit or food assistance who is over 18 must verify their lawful presence in the United States. Please indicate compliance below. Note: A parent or guardian applying for a public benefit on behalf of a child who is citizen or permanent resident need not comply.

1.	I have provided a copy of documents showing citizenship or lawful presence in the United States. (Such proof may be a Missouri driver's license, U.S. passport, birth certificate, or immigration documents). Note: If the applicant is an alien, verification of lawful presence must occur prior to receiving a public benefit.
2.	I do not have the above documents, but provide an affidavit (copy attached) which may allow for temporary 90 day qualification.
3.	I have provided a completed application for a birth certificate pending in the State of Qualification shall terminate upon receipt of the birth certificate or determination that a birth certificate does not exist because I am not a United States citizen.

Applicant

Date

Printed Name

AFFIDAVIT (Only Required for Individual Bidder Certification Option #2)

State of Missouri))SS. County of _____)

I, the undersigned, being at least eighteen years of age, swear upon my oath that I am either a United States citizen or am classified by the United States government as being lawfully admitted for permanent residence.

Date

Signature

Social Security Number or Other Federal I.D. Number Printed Name

On the date above written ______ appeared before me and swore that the facts contained in the foregoing affidavit are true according to his/her best knowledge, information and belief.

Notary Public

My Commission Expires:

(Please complete and return with Contract)

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98 Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

- (1) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name and Title of Authorized Representative

Signature

Date

STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

- 1. Responses shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department identified in the Request for Bid and/or Proposal.
- 2. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item-by-item basis, or an "all or none" basis, whichever is in the best interest of the County.
- 3. Bidders must use the bid forms provided for the purpose of submitting bids, must return the bid and bid sheets comprised in this bid, give the unit price, extended totals, and sign the bid.
- 4. When products or materials of any particular producer or manufacturer are mentioned in our specifications, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
- 5. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
- 6. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
- 7. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
- 8. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Bidder responsible for any excess cost occasioned thereby.
- 9. Failure to deliver as guaranteed may disqualify Bidder from future bidding.
- 10. Prices must be as stated in units of quantity specified, and must be firm. Bids qualified by escalator clauses may not be considered unless specified in the bid specifications.
- 11. No bid transmitted by fax machine or e-mail will be accepted.
- 12. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.
- 13. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms.
- 14. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the Federal Transit Administration's Best Practices Procurement Manual – Appendix A. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.
- 15. In the event of a discrepancy between a unit price and an extended line item price, the unit price

shall govern.

16. Should an audit of Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.



"No Bid" Response Form

Boone County Purchasing 613 E. Ash Street, Room 109 Columbia, MO 65201

Amy Robbins, Senior Buyer (573) 886-4392–Fax: (573) 886-4390 Email: <u>arobbins@boonecountymo.org</u>

"NO BID RESPONSE FORM"

NOTE: COMPLETE AND RETURN THIS FORM ONLY IF YOU DO NOT WANT TO SUBMIT A BID

If you do not wish to respond to this bid request, but would like to remain on the Boone County vendor list **for this service/commodity**, please remove form and return to the Purchasing Department by mail or fax.

If you would like to FAX this "No Bid" Response Form to our office, the FAX number is (573) 886-4390.

Bid#46-08NOV13 - Elevator Maintenance Term & Supply

Business Name:
Address:
Telephone:
Contact:
Date:
Reason(s) for not bidding: