



Request for Bid (RFB)

Boone County Purchasing

613 E. Ash Street, Room 109
Columbia, MO 65201

Liz Palazzolo, Senior Buyer

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Email: lpalazzolo@boonecountymo.org

Bid Data

Bid Number: **51-30SEP19**

Commodity Title: **ELEVATOR MAINTENANCE TERM & SUPPLY**
DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING
DEPARTMENT

Bid Submission Address and Deadline

Day / Date: **Monday, September 30, 2019**

Time: **2:00 P.M.**

Vendors Note: Bids received after this time will not be opened. Late bids may be returned unopened if the vendor requests and at the vendor's expense.

Location / Mail Address: **Boone County Purchasing Department**
613 E. Ash, Room 109
Columbia, MO 65201

Directions: The Boone County Purchasing Department is located in the Boone County Annex Building across the street from the Armory Sport Center in downtown Columbia off Courthouse square. A wheelchair accessible entrance is available.

Pre-Bid Conference and Tour

Day / Date: **Thursday, September 19, 2019**

Time: **9:00 A.M. Central Time**

Location: Boone County Annex Building Conference Room
613 E. Ash Street
Columbia, MO 65201

Bid Opening

Day / Date: **Monday, September 30, 2019**

Time: Shortly after the Bid Submission Deadline Stated Above

Location / Address: **Boone County Purchasing Department**
613 E. Ash, Room 109
Columbia, MO 65201

Bid Contents

1. **Introduction and General Conditions of Bidding**
2. **Scope of Work**
3. **Bidder's Instructions and Evaluation**
4. **Vendor's Response and Pricing Pages**

- **Certification Regarding Debarment**
- **Certification Regarding Lobbying**
- **Work Authorization Certification**
- **Standard Terms and Conditions**
- **“No Bid” Response Form**

Insertion Date: 9/10/19



1. Introduction and General Conditions of Bidding

1.1. **INVITATION:** This document is a Request for Bid for Boone County conducted by the Boone County Purchasing Department. Vendors are invited to respond by sealed bid by the indicated bid submission deadline on page 1 of this document. Bids received will be read shortly after the official bid submission deadline. Vendors responding to this request must comply with all technical specifications and requirements stated herein.

1.1.1. The County requests bids for provision of **Elevator Maintenance - Term and Supply** for the Boone County Courthouse, the Boone County Government Center, the Boone County Johnson Building, and the Boone County Communications Center.

1.1.2 **Pre-Bid Conference and Tour:**

A pre-bid conference will be conducted on **Thursday, September 19, 2019 starting at 9:00 A.M.** in the Boone County Annex Conference Room located at 613 E. Ash Street in Columbia, Missouri. The pre-bid conference will be held to address any questions potential bidders may have about the RFB document and the County's requirements.

Attendance is not mandatory but it is strongly encouraged. Any vendor interested in bidding will be helped to understand the project requirements better by seeing the elevators requiring maintenance. Since the elevators are located in multiple buildings, anticipate walking and also driving to the elevator sites. Travel to and from site locations is the vendor's responsibility.

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 RFB 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/Vendor:** These terms refer generally to businesses having some sort of relationship to or with Boone County. The term may apply differently to different classes of entities, as the context will indicate.

Bidder - Any business entity submitting a response to this RFB. 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 RFB is found by Purchasing to meet the best interests of the County. The contractor is the “successful bidder” who has been selected for award and will enter into a contract for provision of the goods and/or services described in the RFB.

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

1.2.3. **Request for Bid (RFB):** This entire document, including attachments, is considered a “Request for Bid.” A Request for Bid (RFB) may be used to solicit various kinds of information. The kind of information this RFB 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/Bid:** The written, sealed document submitted by the bidder/vendor/supplier according to the RFB instructions.

1.3. **BID CLARIFICATION:** Questions regarding this RFB should be directed in writing, preferably by e-mail, to the identified Buyer in the Purchasing Department. Answers, citing the question asked but not identifying the questioner, will be distributed simultaneously to all known prospective Bidders. Note: Written requirements in the RFB or its Amendments are binding, but any oral communications between the County and Bidder are not binding.

BID/CLARIFICATION CONTACT: Liz Palazzolo, Senior Buyer, Boone County Purchasing, 613 E. Ash, Room 109, Columbia, MO 65202. Telephone: (573) 886-4392; Fax: (573) 886-4390; E-mail: lpalazzolo@boonecountymmo.org.

1.3.1. **Bidder Responsibility:** The bidder is expected to be thoroughly familiar with all specifications and requirements of this RFB. The bidder’s failure or omission to examine any relevant form, article, site or document will not relieve the bidder from any obligation regarding this RFB. By submitting a response/bid, the bidder is presumed to concur with all terms, conditions and specifications of this RFB.

1.3.2. **Bid Addendum:** If it becomes evident that this RFB must be amended, the Purchasing Department will issue a formal written Addendum to all known prospective bidders. If necessary, a new due date will be established.

AWARD: Award will be made to the bidder whose bid provides the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, lifecycle cost (as applicable), ability to deliver, or for any other reason deemed by Purchasing to be in the best interest of the County. In addition, the County reserves the right to award on an item by item basis, by group of items, or on an “all or none” basis, as determined to be in the County’s best interests as determined by the County evaluation committee. That is, the award will not be determined by price alone, but will be made to the bidder with the “lowest and best” bid. The County will be seeking the least costly outcome that meets the County’s needs as interpreted by the County.

Other factors relevant to the County in making an award of contract will include but not necessarily be limited to the bidder's commercial track-record performing elevator maintenance similar to service requirements described here, and the bidder's current Missouri licensure status regarding elevator inspections. Also because of the need for prompt on-site response, the vendor must have a service center in the Columbia-Jefferson City area.

- 1.4.1. The County of Boone reserves the right to accept or reject any and all bids 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 state contract or other governmental entities under more favorable terms.
- 1.5. **CONTRACT EXECUTION:** This RFB and the Vendor's Response will be made part of any resulting contract and will be incorporated in the contract as set forth, verbatim.
 - 1.5.1. **Precedence:** In the event of any contradiction or conflict between the provisions of the documents comprising the contract, the following order of precedence shall apply:
 - 1) the provisions of the Contract (as it may be amended);
 - 2) the provisions of the RFB, including any addenda;
 - 3) the provisions of the Vendor's Response, including any clarification.
- 1.6. **COMPLIANCE WITH STANDARD TERMS AND CONDITIONS:** The bidder shall hereby agree to be bound by the County's standard "boilerplate" terms and conditions for contracts as attached hereto.



2. SCOPE OF WORK

2.1. GENERAL REQUIREMENTS: Boone County, hereafter referred to as “County”, proposes to contract with an individual(s) or organization(s), hereinafter referred to as “Contractor” for provision of full-service preventative elevator maintenance and repairs, and all periodic safety tests in adherence with the recommendations of the Building Officials Code Administrators International (BOCA) through a term and supply contract that provides routine and as-needed service to the County.

2.1.1. The contractor shall provide total coverage related to provision of preventive maintenance and repairs of the elevators to include for all parts and parts replacement to all elevator systems (e.g., electrical, mechanical, hydraulics, etc.) at minimum to include all sub-systems, sub-assemblies, components, and all-sub components related to each elevator system identified on the Vendor Response and Pricing Pages of the contract.

2.1.2. All repairs regardless of how minor or major shall be covered under the contract at the applicable quoted monthly maintenance price shown on the Vendor Response and Pricing Pages. Repairs necessitated by any of the following shall be excluded from coverage by the monthly maintenance price: Acts of God, vandalism, buried underground pipe and cylinder. The contractor shall not be responsible for replacing lightbulbs.

2.1.3. The County shall have the right to add or delete elevator locations. Any such modification shall be accomplished by formal written amendment to the contract prepared by the County Purchasing Department on behalf of the County Facilities Management Department as approved by the Boone County Commission.

2.1.4. The contractor shall honor contract prices for additional items that are like or equal to other equipment identified on the Vendor Response and Pricing Pages. If additional pricing is necessary to cover additional elevators, 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.

2.2. REPAIRS AND INSPECTIONS

2.2.1. Monthly Inspections and Minor Repairs Requirements: The contractor shall conduct a minimum of one (1) maintenance inspection per month for each elevator identified on the Vendor Response and Pricing Pages throughout the duration of the contract period. The first inspection shall be made as soon as possible following the effective date of the contract award, and monthly thereafter.

Annual Missouri Elevator Code Inspection: In addition to regular monthly

- 2.2.2. inspections, the contractor must perform an annual elevator inspection on each elevator as required by the Missouri State Elevator Inspection Code.
- a. 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.
- 2.2.3. The contractor shall make as-needed minor repairs at the time of inspection at no additional cost to the County. A “minor” repair shall be defined as a repair that does not involve significant materials, equipment, and time to make the necessary correction.
- 2.2.4. A “major” repair shall be defined as a repair that involves significant materials, equipment and time to make necessary corrections. Prior to making any major repair, the contractor shall be responsible for sending a notice outlining any major repair required to the Boone County Manager of Facilities Maintenance along with a cost estimate for time and materials necessary to make the repair for prior authorization.
- 2.2.5. If a malfunction of the elevator occurs between the course of monthly scheduled inspections, the contractor's personnel shall be available on-call for any required service and/or repairs. The contractor shall conduct an on-site examination of the problem upon request, at no additional cost to the County.
- 2.2.6. **Security Systems Requirements on Some Elevators:** Elevators at the Boone County Courthouse have security systems. The contractor must maintain all elevator security systems including subsystems. The contractor shall be responsible for using the correct electronic interface equipment to gain access to all elevator security systems installed on Courthouse elevators. The contractor shall ensure the continued operation of all elevator security systems in accordance with manufacturer recommendations.
- 2.2.7. **Annual Walk-Through Inspection:** In addition to the annual inspection as addressed above, the contractor must complete a service walk-through on or before December 1st every year of the contract with a County Facilities Maintenance Department designee.
- 2.3. **Equipment Materials, Supplies, and Labor Including Warranty Requirements:**
- 2.3.1. The contractor must provide all labor, materials, tools, equipment transportation, services, supervision, engineering expertise including software expertise as needed to properly service, repair and maintain the elevators listed on the Vendor Response and Pricing Pages of the contract.

- 2.3.2. All equipment, materials and supplies used in maintenance and repair shall be new materials, of high quality for long life and reliable operation, be factory tested as applicable, and be in accordance with manufacturer recommendations for the intended use. The contractor shall provide the manufacturer's standard warranty on all equipment and shall replace any defective or damaged equipment during the warranty period at no additional cost to the County.
- 2.3.3. All replacement materials and equipment shall carry a minimum 90-day warranty.
- 2.3.4. All work performed under contract shall conform to accepted industry standards for accuracy and safety. Work shall be guaranteed for a minimum of one (1) year after completion. Defective work shall be corrected at no additional cost to the County if the defect is discovered during the warranty period.

2.4. Safety Requirements:

- 2.4.1. The contractor shall be responsible for providing safety equipment and supplies required to protect its employees, the public, surrounding areas, equipment and vehicles. The safety of the contractor's employees and the public is of prime concern to the County, and the contractor must take all necessary steps to ensure proper safety during the performance of the contract.
- 2.4.2. 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.
- 2.4.3. The contractor shall only use state license elevator inspectors to perform inspection work under the contract. All services performed under the contract shall comply with the State of Missouri Elevator Safety Act, and at minimum 11 CSR 40-5.065: <https://s1.sos.mo.gov/cmsimages/adrules/csr/current/11csr/11c40-5.pdf>
- 2.4.4. All service personnel assigned to perform contract work for the County shall have completed an apprenticeship and have a minimum of five (5) years' experience as a qualified experienced tradesperson. Proof of experience shall be provided upon request of the County.
- 2.4.5. **Sub-Contractors:** No subcontractors shall be used without prior approval and written consent of the Facilities Maintenance Manager.

2.5. Service Location Requirement:

- 2.5.1. The contractor shall be required to have and maintain a service center/business location capable of deploying qualified service technicians/engineers in the Columbia-Jefferson City area for the duration of the contract period.

2.6. Service Time Requirements:

- 2.6.1. Normal Business Hours: The contractor shall provide unlimited service during normal business hours which shall be defined for the purposes of the contract as Mondays through Fridays 7:00 A.M. to 5:00 P.M. CST, excluding state and national holidays.
- 2.6.2. Emergency Service: Service the County requests and authorized outside normal business hours shall be considered “emergency” service that the contractor shall perform at the fixed hourly rate that shall include all labor, repairs, mileage, etc. to address the service call and return the elevator to proper and safe operation.
- 2.6.3. One-Hour Call Response Time: The response time from when a call is placed to the arrival of the contractor's designated representative and personnel shall not exceed one (1) hour. This response time shall apply to service calls requested during normal business hours or outside normal business hours. The County Director of Facilities Maintenance or his designate reserves the right to extend the response time at his discretion per occurrence. The contractor shall understand and agree that such extensions are one-time and shall not be considered precedent setting.
- 2.6.4. The contractor's mechanic shall coordinate all work with the County Facilities Maintenance Department. Repairs found to be necessary at the time of inspection must be done at that time. All work and inspections shall be recorded on job tickets. The job ticket(s) must be signed by a Facilities Maintenance representative, and a copy must be forwarded by the contractor to the Facilities Maintenance Department.
- 2.6.5. All access must be coordinated with the Boone County Facilities Management Department. The contractor must obtain the County’s approval prior to the initiation of any work or delivery of materials.
- 2.6.6. Service Disruption Requirement: The County shall be notified by the contractor prior to any disabling of any elevator. The contractor's mechanic must coordinate with Facilities Maintenance prior to disabling any elevator for service. The decision of the County shall be final regarding disabling an elevator for service.

2.7. Contractor Record-Keeping Requirements:

- 2.7.1. The contractor shall maintain a logbook of all service calls and repairs performed for the County under contract. The logbook shall indicate dates and times of

service calls and identify equipment inspected, repaired, or replaced. The contractor must provide the logbook for review promptly upon request by the County.

2.7.2. The logbook shall become the property of the Facilities Maintenance Department upon conclusion of the contract at no additional cost to the County.

2.7.3. In addition, the contractor must keep all elevator inspections on file and accessible to the County throughout the life of the contract at no additional cost.

2.8. Billing and Payment Requirements:

2.8.1. The contractor shall invoice the County for elevator maintenance on a quarterly basis. Quarterly itemized invoices must be submitted to the Boone County Facilities Maintenance Department and must include all monthly inspection reports and repairs performed in the invoice quarter.

2.8.2. All minor repair costs shall be included in the quarterly maintenance price for the specific elevator as quoted on the Vendor Response and Pricing Pages of the contract.

2.8.3. Major repairs shall be paid on a current time and materials basis. The contractor's invoice shall itemize any major repairs conducted during the invoice quarter. The contractor's invoice must include a detailed list of parts and materials with their cost. Labor time shall be itemized showing labor time and the applicable hourly rate. All labor time shall be pro-rated to the quarter-hour.

2.8.4. Invoices for emergency service may be submitted as emergency work has been completed. The emergency invoice must be signed by an authorized Facilities Maintenance Representative. **The contractor shall be paid on a time and materials basis for emergency repair service requested by the County in accordance with pricing shown on the Vendor Response and Pricing Pages.**

2.8.5. Payment will be made within thirty (30) calendar days from receipt of a correct statement. All pricing shall conform to pricing quoted on the Vendor Response and Pricing Pages. Pricing shall be firm and fixed. Pricing shall include furnishing all equipment, materials, supplies, labor, and including rental equipment, all required insurance, and permit fees necessary to perform as described herein. No other costs shall be paid by the County. Travel costs and travel time shall not be billable nor invoiced to the County. Pricing shall be quoted **FOB Destination Freight Prepaid and Allowed** (all freight, transportation and insurance costs shall be included in the quoted price to the County). The contractor shall understand and agree that Boone County is tax exempt.

2.8.6. Itemized invoices bearing the County contract number shall be submitted on a quarterly basis to the Facilities Management Department at the following address:

Facilities Management
6113 E. Ash Street
Columbia, MO 65202

- 2.9. DESIGNEE:** For purposes of the contract, the main County contact, i.e., “designee” is Doug Coley, Director of Boone County Facilities Maintenance, 613 E. Ash Street, Room 107, Columbia, MO 65201.
- 2.10. Work Quality and Work Tasks:**
- 2.10.1. All contract work must be performed in compliance with all applicable federal, state and local laws, ordinances, rules and regulations, including specifically, but not limited to, local environmental ordinances. The contractor shall understand and agree that the contractor’s ignorance of any applicable federal, state and local laws, ordinances, rules and regulations shall not relieve the contractor of any responsibility to comply with all said laws, ordinances, rules and regulations.
- 2.10.2. The contractor shall guarantee all work performed under contract. All work performed by the contractor shall be conducted in a professional manner consistent with accepted and customary business standards for the conducting elevator maintenance. Where not more specifically described in any of the various sections of these specifications, work shall conform to all of the methods and operations of best standards and accepted practices of the trade or trades involved. All work shall be executed by personnel skilled in their respective lines of work.
- 2.10.3. The contractor shall keep the premises clean of all rubbish and debris generated by the work involved and shall leave the premises neat and clean. The contractor, at the contractor’s expense, shall dispose of all surplus material, rubbish, and debris. The work area shall be cleaned at the end of each workday and at the completion of the project. All materials, tools, equipment, etc., shall be removed or safely stored. The County is not responsible for theft or damage to the contractor’s property. All possible safety hazards to workers or the public shall be corrected immediately and left in a safe condition at the end of each workday. If there is a question in this area, the County Representative shall be consulted.
- 2.11. PROPERTY DAMAGE:** The contractor shall be responsible for any damages or breakage as a result of the contractor’s performance. The contractor shall be responsible for repair of any damage to County property and restoration of any facility damage, beyond normal wear and tear, caused by the contractor’s activities. Repair and restoration shall be to the satisfaction of the County. Any repair/restoration of these damages shall be performed at no cost to the County.

2.12. Contract Period: The contract period shall be from **January 1, 2020 through December 31, 2020**. The contract may be renewed at the sole option of the County for an additional **two (2) one-year periods**, or any portion thereof, for as needed repair work. The County also reserves the right to terminate and/or cancel the contract in writing prior via a formal contract amendment issued by the Purchasing Department.

a. Contract Extension: The County Purchasing Director may exercise the option to extend the contract on a month-to-month basis for a maximum of six (6) months from the end-date of the last renewal period, if it is deemed to be in the best interest of Boone County.

2.13. Pricing: Contract pricing shall be considered firm, fixed for the entirety of the initial/original contract period with the exception of repair or additional parts pricing, see paragraph 2.8.3 herein. Prices are subject to adjustment only upon renewal of the contract period, subject to quotations on the Vendor Response Page for the specific renewal period; adjusted pricing must be effective on the renewal date and must remain firm through the entirety of the specific renewal period.

2.13.1. Price Increase: It shall be the responsibility of the contractor to notify the County sixty (60) calendar days prior to the end of the current contract period of any pending price increase which will take effect at the beginning of the ensuing renewal period.

2.13.2. If the option for renewal is exercised by the County, the contractor must agree that the prices for the renewal period must not exceed the maximum percent of increase for the applicable renewal period stated on the Vendor Response and Pricing Pages of the contract.

2.13.3. If renewal percentages are not provided, i.e., left "blank," or quoted as "zero," then prices for the renewal period(s) shall be the same as during the initial/original contract period. All pricing adjustments shall be calculated always starting with the initial/original pricing.

2.14. Contract Termination:

2.14.1. In the event any provisions of the contract are not fulfilled by contractor, and/or the quality of work is deemed unsatisfactory by the County, the County may, upon written notice to the contractor, terminate the contract within ten (10) business days after such written notice, and seek other remedies available to the County under the law.

2.15. Contract Documents:

2.15.1 The successful bidder (also referred herein as "the contractor") shall be obligated to enter into a written contract with the County within thirty (30) calendar days of the notice of award/contract forms provided by the County. If the bidder desires to contract under the bidder's written agreement, any such proposed agreement must be submitted in blank with the bid for the County's consideration as part of the evaluation of bids; in the absence of such submission with the bidder's response, the County's forms shall be used. The 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 the County's RFB or are unacceptable to County legal counsel.

- 2.16. INSURANCE REQUIREMENTS:** The contractor shall not commence work under the contract until the contractor has obtained all insurance required under this paragraph and the Certificate of 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.
- 2.16.1. **Employers Liability and Workers Compensation Insurance:** The contractor shall take out and maintain during the life of the contract, **Employers Liability and Workers Compensation Insurance** for all of its employees employed at the site of work, and in case any work is sublet, the contractor shall require the subcontractor similarly to provide Workers Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the contractor. Workers Compensation coverage shall meet Missouri statutory limits. Employers Liability limits shall be \$500,000.00 each employee, \$500,000.00 each accident, and \$500,000.00 policy limit. In case any class of employees engaged in hazardous work under the contract at the site of the work is not protected under the Workers 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.
- 2.16.2. **Commercial General Liability Insurance:** The contractor shall take out and maintain during the life of the contract, such commercial general liability insurance as shall protect it and any subcontractor performing work covered by the contract, from claims for damages for personal & advertising injury, bodily injury including accidental death, as well as from claims for property damages, which may arise from operations under the 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 Commercial General Liability Insurance, then the Proof of Coverage of Insurance shall also be included.
- 2.16.3. The contractor may satisfy the minimum liability limits required for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum per occurrence limit of liability under the umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for either Commercial General Liability or Business Auto Liability. **The contractor shall agree to include the County as an Additional Insured on the umbrella or Excess Liability, unless the Certificate of Insurance states that the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.**

- 2.16.4. **Business Automobile Liability:** The contractor shall maintain during the life of the 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; non-owned and both on and off the site of work.
- 2.16.5. **Subcontractors:** The contractor shall cause each subcontractor to purchase and maintain insurance of the types and amounts specified herein. Limits of such coverage may be reduced only upon written agreement of the County. The contractor shall provide to the County copies of certificates of insurance evidencing coverage for each subcontractor. The subcontractors' commercial general liability and business automobile liability insurance shall name the County as Additional Insured and have the Waiver of Subrogation endorsements added.
- 2.12.6. **Proof of Carriage of Insurance:** The contractor shall furnish the County with Certificate(s) of Insurance which name the County as an additional insured in an amount as required in the contract. The Certificate of Insurance shall provide that there will be no cancellation, non-renewal or reduction of coverage without 30 days prior written notice to the County. In addition, such insurance shall be on an occurrence basis and shall remain in effect until such time as the County has made final acceptance of the services provided.
- 2.12.7. **Indemnity Agreement:** To the fullest extent permitted by law, the 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 the 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 the contractor to indemnify, hold harmless, or defend the County of Boone from its own negligence.
- a. Nothing in these requirements shall be construed as a waiver of any governmental immunity of the County, its officials nor any of its employees in the course of their official duties.
 - b. Failure to maintain the required insurance in force may be cause for contract termination. In the event the Agency/Service fails to maintain and keep in force the required insurance or to obtain coverage from its subcontractors, the County shall have the right to cancel and terminate the contract without notice. The contractor shall add the County as a Certificate Holder:

Certificate Holder address:
County of Boone, Missouri
C/O Purchasing Department

613 E. Ash Street
Columbia, MO 65201



3.

BIDDER'S INSTRUCTIONS AND EVALUATION

3.1

RESPONSE CONTENT: It is the bidder's responsibility to submit a bid response that strictly conforms to the requirements stated in the RFB. Failure to adhere to all requirements may result in the bidder's response being disqualified as non-responsive. All bid responses must be submitted using the provided Vendor Response and Pricing Pages provided herein. Every question on the Vendor Response and Pricing Pages should be answered by the bidder, and if not applicable, the bidder should indicate "N/A."

3.2

SUBMITTAL OF RESPONSES: Responses MUST be received by the date and time noted on the title page under "Bid Submission Address and Deadline." NO EXCEPTIONS. The County is 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 the bid response in a single sealed envelope, clearly marked on the outside with the bidder's company name and return address, the County RFB number, due date and time.

3.2.2.

Advice of Award: The County's Bids, Bid Tabulations, and Bid Awards may be viewed on the County's web page at www.showmeboone.com, under the **Purchasing** menu.

3.3.

BID OPENING: On the date and time and at the location specified on the title page under "Bid Opening," all bids will be opened in public. Brief summary information from each response will be read aloud.

3.3.1.

Removal from Vendor Database: If any prospective bidder currently in the County's Vendor Database to whom the RFB was sent elects not to submit a bid and fails to reply in writing stating reasons for not bidding, that bidder's name may be removed from the County's Purchasing 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: The County reserves 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: The County reserves the right to reject any or all bids. Minor irregularities or informalities in any bid which are immaterial or inconsequential in nature and are neither affected by law nor at substantial variance with RFB conditions, may be waived at the County's discretion whenever it is determined to be in the County's best interest.

- 3.5. **EVALUATION PROCESS:** The County’s sole purpose in the evaluation process is to determine from among the bid responses received which one is best suited to meet the County’s needs at the lowest possible cost. The County’s choice of a contractor(s) does not imply that one bidder is superior to another, but simply that in the County’s judgment the vendor(s) selected appears to offer the best overall solution for the County’s current and anticipated needs at the lowest possible cost. See also paragraph 1.4 regarding “Award” herein.
- 3.5.1. **Method of Evaluation:** The County will evaluate submitted bid responses for responsiveness to requirements of the RFB, total cost to the County, as well as other factors stated in the RFB.
- 3.5.2. **Acceptability:** The County reserves the sole right to determine whether goods and/or services offered are acceptable for the County’s use.
- 3.5.3. **Validity of Bid and Pricing:** The bidder’s response including pricing must remain valid for ninety (90) calendar days or until award, whichever comes first. If the bid response is accepted, the entire bid response including all pricing shall be held firm for the duration of the indicated contract period.
- 3.5.4. Boone County reserves the right to reject all bids, to waive informalities in bids, and to request clarification of bidders regarding their bid response.
- 3.5.5. **Sovereign Immunity:** The County of Boone, due to its status as a public entity in the State of Missouri and its entitlement to sovereign immunity, is unable to accept contract provisions which require the County to indemnify another party (RSMo §537.600). Any indemnity language in proposed terms and conditions will be modified to conform to language that the County is able to accept.



4. Vendor's Response and Pricing Pages

The bidder should submit three (3) complete copies of the bidder's bid response in a single-sealed envelope, clearly marked on the outside, left corner with the bidder's company name and return address, the Request for Bid number and the bid opening due date and time. In addition, the bidder shall complete the following as indicated below and submit said completed form with each copy of the bid response.

In compliance with this Request for Bid and subject to all the conditions thereof, the bidder agrees to furnish the services/equipment/supplies requested and proposed and certifies he/she has read, understands, and agrees to all terms, conditions, and requirements of this proposal and is authorized to contract on behalf of the firm named below. (Note: This form must be signed. All signatures must be original and not photocopies. In addition, the County uses *DocuSign* when making a contract award. When providing a Contact Name and E-Mail Address below, the Contact and E-Mail address provided must be a person who has the legal authority to contractually bind the offeror's/bidder's company in a contract with the County.)

4.1. Company Name: _____

4.2. Address: _____

4.3. City/Zip: _____

4.4. Phone Number: _____

4.5. Fax Number: _____

4.6. Contact Name and E-Mail Address to receive documents for electronic signature:

4.7. Federal Tax ID: _____

4.8. The undersigned offers to furnish and deliver the articles or services as specified at the prices and terms stated and in strict accordance with all requirements contained in the Request for Bid, including Boone County's Terms and Conditions, FOB Destination Freight Prepaid and Allowed. Further, the undersigned has read and understood all requirements, terms and conditions, and agrees that all of which are made part of the contract and any orders resulting thereunder. By submission of this bid response, the vendor certifies their compliance with Section 34.353 and, if applicable, Section 34.359 ("Missouri Domestic Products Procurement Act") of the Revised Statutes of Missouri.

4.8.1. Authorized Representative (Sign by Hand):

4.8.2. Type or Print Signed Name: _____

4.8.3. Today's Date: _____

4.9. **Cooperative Procurement:** Will the bidder honor the submitted prices and terms for purchase by other entities in Boone County, Missouri that participate in cooperative purchasing with Boone County, Missouri?

_____ Yes _____ No

4.10. PRICING

The bidder shall quote firm, fixed pricing in the available space below. Pricing shall include furnishing all equipment, materials, supplies, labor, all required insurance necessary to perform as described herein. No other costs shall be paid by the County. Pricing shall be quoted **FOB Destination Freight Prepaid and Allowed** (all freight, transportation and insurance costs shall be included in the quoted price to the County).

Pricing Line Item	Line Item Description	Firm, Fixed Price Per Quarter Initial Contract Period
4.10.1.	Boone County Courthouse, 705 East Walnut Qty. (1) Schindler Hydraulic Passenger Elevators Serial Number: HG 82700 - Manufactured 10/28/91	\$
4.10.2.	Boone County Courthouse, 705 East Walnut Qty. (1) Schindler Hydraulic Passenger Elevators West Car #B43B1F Serial Number: HG 82701 - Manufactured 10/28/91	\$
4.10.3.	Boone County Courthouse, 705 East Walnut Qty. (1) Schindler Hydraulic Passenger Elevators East Car #B43B1F-3 Serial Number: HG 82701 -Manufactured 10/28/91	\$
4.10.4.	Boone County Government Center, 801 East Walnut Qty	\$

	(1) Dover Oildraulic Passenger Elevator Serial Number: EE 5153 - Manufactured 4/6/95	
4.10.5.	Boone County Johnson Building, 601 East Walnut Qty. (1) Dover Oildraulic Passenger Elevator Serial Number: EF1971 - Manufactured 4/6/95	\$
4.10.6.	Boone County Emergency Communications Center, 2145 County Drive Qty. (1) ThyssenKrupp Hydraulic Passenger Elevator Serial Number: ECR0936 – Manufactured 10/31/15	\$
4.10.7.	Hourly price for emergency repair per paragraph 2.8.4	\$

4.10.8. Major Repair Parts or Additional Parts

The bidder shall quote either a DISCOUNT off MSRP or catalog pricing, or a MARK-UP over cost for repair parts and additional parts the County may request. The bidder must not quote both a discount and a mark-up.

Discount

_____ % Discount off MSRP or contractor's list price

Mark one: Pricing shall be based on MSRP _____

Or Pricing shall be based off the contractor's catalog price: _____

*****OR*****

Mark-Up

_____ % Mark-Up Over Cost

4.10.9. Renewal Options Price Adjustments – Applies to all line items except 4.10.8:

The County shall have the sole option to renew the contract in one-year increments, or any portion thereof, for a total accumulated period of two (2) additional years following the initial term. If the options are exercised, pricing must be the same as quoted for the initial contract period subject to the specific percentage of price adjustment quoted below for the applicable renewal contract period. Prices for the renewal period must not exceed the

maximum percent of increase for the applicable renewal period stated on the Pricing Page of the contract.

The vendor must respond with a firm, fixed percentage of increase or decrease. Do not quote BOTH a Maximum Increase and a Minimum Decrease – quote one or the other. Statements such as "a percentage of the then-current price" or "consumer price index" are NOT ACCEPTABLE i.e., reference to a CPI adjustment shall be deemed unacceptable.

If the bidder quotes 0% percentage or leaves the line blank, the County shall have the right to execute the option at the same price(s) proposed for the initial contract period.

In conducting the cost evaluation, Boone County will evaluate pricing that determines the potential maximum financial liability to the County.

All percentages must be applied to the firm pricing quoted for the initial contract period. The offeror is cautioned that percentages that are the same value for successive renewal options must be calculated against original, not compounded, pricing.

4.10.9.1. **Renewal Option Percentage Price Adjustment
1st Renewal Period**

_____ % **Applied to original bid pricing**

Vendor must identify below by checking appropriately as an INCREASE OR DECREASE percentage adjustment to original bid pricing:

Maximum Increase: _____ OR Minimum Decrease: _____

4.10.9.2. **Renewal Option Percentage Price Adjustment
2nd Renewal Period**

_____ % **Applied to original bid pricing**

Vendor must identify below by checking appropriately as an INCREASE OR DECREASE percentage adjustment to original bid pricing:

Maximum Increase: _____ OR Minimum Decrease: _____

4.11. Circle "Yes" or "No" to confirm the current status of the bidder's capability to maintain elevator security systems per paragraph 2.2.6.

YES NO

4.12. **Subcontracted Work:** The bidder should address whether any work will be subcontracted or not. If any work will be subcontracted, then the bidder should identify what work will be subcontracted, also identifying the name of the subcontracted firm(s) and their location:

Subcontractor(s) will be used: (Circle) Yes or No

If "Yes" is circled, describe details about subcontractors below:

4.13. **Licenses and Training:** The bidder, at the time of bid submittal, shall possess all applicable professional licenses and/or other authorizations necessary to carry out and perform the work required by the project pursuant to all-applicable federal, state and local laws, statutes, ordinances, and rules and regulations of any kind. Copies of licenses should be submitted with the bid indicating that the entity bidding the project is licensed to perform elevator maintenance and inspections in compliance with regulating authorities. Copies must be submitted upon request of Boone County in a timely manner after request; failure to do so may compromise adversely affect the evaluation of the bid.

4.14. **Holidays:** Identify the holidays the vendor's business observes:

4.15. Describe any deviations from bid specifications (Vendors Note: Any deviation from any mandatory specification may render the bid nonresponsive and incapable for award.):

End of Response Form

(Please complete and return with Bid Response)

**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, and implemented at 28 CFR Part 67, for prospective participants in primary Covered transactions, as defined at 28 CFR Part 67, Section 67.510.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

- (1) The prospective recipient of Federal assistance funds certifies that it and its principles:
 - a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
 - c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or Local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
 - d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or Local) terminated for cause of default; and
- (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

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loan, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Vendor Signature

Date

Boone County Purchasing



Liz Palazzolo, Senior Buyer
613 E. Ash St., 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=75bce2e261405110VgnVCM1000004718190aRCRD&vgnextchannel=75bce2e261405110VgnVCM1000004718190aRCRD>

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, choose one of the three options that applies. 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*.

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.

Option

- _____ 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 – *see following page*) 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 Certification of Individual Bidder (Option #2)

(see previous page)

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:



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

Standard Terms and Conditions

Liz Palazzolo, Senior Buyer
Phone: (573) 886-4392 - Fax (573) 886-4390

STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

1. Contractor shall comply with all applicable federal, state, and local laws and failure to do so, in County's sole discretion, shall give County the right to terminate this Contract.
2. 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.
3. 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.
4. 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. The Purchasing Director reserves the right, when only one bid has been received by the bid closing date, to delay the opening of bids to another date and time in order to revise specifications and/or establish further competition for the commodity or service required. The one (1) bid received will be retained unopened until the new Closing date, or at request of bidder, returned unopened for re-submittal at the new date and time of bid closing.
5. 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.
6. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
7. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
8. 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.
9. 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.
10. Failure to deliver as guaranteed may disqualify Bidder from future bidding.

11. 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.
12. No bid transmitted by fax machine or e-mail will be accepted.
13. 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.
14. 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. The resulting contract will be considered "Non-Exclusive". The County reserves the right to purchase from other vendors.
15. 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.
16. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
17. 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.
18. For all bid responses over \$25,000, if any manufactured goods or commodities proposed with bid/proposal response are manufactured or produced outside the United States, this MUST be noted on the Bid/Proposal Response Form or a Memo attached.
19. **For all titled vehicles and equipment the dealer must use the actual delivery date to the County on all transfer documents** including the Certificate of Origin (COO), Manufacturer's Statement of Origin (MSO), Bill of Sale (BOS), and Application for Title.
20. **Equipment and serial and model numbers** - The contractor is strongly encouraged to include equipment serial and model numbers for all amounts invoiced to the County. If equipment serial and model numbers are not provided on the face of the invoice, such information may be required by the County before issuing payment.

Revised 1/17/2018



Boone County Purchasing
613 E. Ash St., Room 110
Columbia, MO 65201

“No Bid” Response Form

Liz Palazzolo, CPPO, Senior Buyer
(573) 886-4392 – Fax: (573) 886-4390
lpalazzolo@boonecountymo.org

“NO BID RESPONSE FORM”

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

If the vendor does 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 this form and return it to the Purchasing Department by mail, e-mail or fax.

Bid: 51-30SEP19 – Elevator Maintenance Services, Term and Supply

Business Name: _____
Address: _____

Telephone: _____
Contact: _____
Date: _____

Reason(s) for Not Bidding:

