

## **Boone County Purchasing**

601 E. Walnut, 2nd Floor Columbia, MO 65201

# Marlene Ridgway, Buyer

573/886-4392 - FAX 573/886-4402 Email: mridgway@boonecountymo.org

**Bid Data** 

Bid Number: 65-04DEC01

Commodity Title: Elevator Maintenance

## DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT

**Bid Submission Address and Deadline** 

Day / Date: TUESDAY - DECEMBER 4, 2001

Time: 1:25 P.M. (Bids received after this time will be returned unopened)

Location / Mail Address: Boone County Purchasing Department

**Boone County Johnson Building** 

601 E. Walnut, 2<sup>nd</sup> Floor Columbia, MO 65201

Directions: The Johnson Building is located on the Northeast corner at 6<sup>th</sup> St.

and Walnut St. Enter the building from the East Side. Wheel chair accessible entrance is available on the West side of the building.

**Bid Opening** 

Day / Date: TUESDAY - DECEMBER 4, 2001

Time: 1:30 P.M.

Location / Address: Boone County Johnson Building Conference Room

601 E. Walnut, 2<sup>nd</sup> Floor Columbia, MO 65201

#### **Bid Contents**

1.0: Introduction and General Terms and Conditions of Bidding

2.0: Primary Specifications

3.0: Response Presentation and Review

4.0: Response Form

**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. An "Invitation For Quote" is used when the need is well defined. An "Invitation 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, preferably by fax, to 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 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. Bidders 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.
- 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 -** Any Term and Supply Contract resulting from this Bid will have an initial term of one (1) year, but may be automatically renewed for an additional two (2) years unless canceled by either party commencing with execution of Contract (or on another mutually agreeable start date.)
- 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. **MINIMUM CONTRACT REQUIREMENTS** This includes 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 Boone County.
- 2.2. ITEMS AND/OR SERVICES TO BE PROVIDED Term and Supply Contract for Full Service Maintenance of Elevators.
- 2.2.1. **Contract Duration -** The first contract period shall be from January 1, 2002 through December 31, 2002. This contract is subject to renewal annually for two (2) additional one (1) year periods following expiration of the first contract period.
- 2.2.1.1. **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 the third contract period expiration if it is deemed to be in the best interest of Boone County.
- 2.2.1.2. **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, a copy of which is attached.
- 2.2.1.3. **Repair Locations -** All services will be provided at the County sites described below or in Section 4 of this request.
- 2.2.1.4. **General Conditions**
- 2.2.1.4.1. 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.
- 2.2.1.4.2. In the event any provisions of contract are not fulfilled by 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 in ten (10) days after such written notice.
- 2.2.1.4..3. The Contractor to whom a maintenance contract is awarded must: be currently engaged in maintenance and repair of passenger and freight elevators on a commercial basis; 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; and must have established offices in the Jefferson City Columbia areas, and currently be engaged in the business of such work.
- 2.2.1.4.4. Upon awarding of contract, a Purchase Order will be issued. Contract payment will be made quarterly after receiving monthly reports, inspection list and a correct invoice.
- 2.2.1.4.5. Invoices for emergency service must be signed by a Facilities Maintenance Representative. Invoices should be submitted to Boone County Facilities Maintenance, 601 East Walnut, 2nd Floor, Columbia, MO 65201.
  - 2.3. Contractors Responsibility / Service Requirements:
  - 2.3.1. The contractor shall guarantee all work performed under this contract.
  - 2.3.2. The contractor will 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. Items excluded, Acts of God, vandalism, light bulbs, buried underground pipe and cylinder.
  - 2.3.3. 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.
  - 2.3.4. Contractor will provide unlimited service during normal business hours. Normal business hours are Monday Friday 7 a.m. to 5 p.m. and excludes State & National Holidays. Response from the time a call is placed to the Contractor's designated representative and personnel arrives, is expected to be a maximum of 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.
  - 2.3.5. Contractor will provide a flat hourly rate for emergency service outside normal business hours to include all workmen and repairs.
  - 2.3.6. 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 monthly thereafter.

### 2. Primary Specifications – Continued

2.3.7. The Contractor is required to demonstrate the capability to maintain all security systems and sub-systems by having the correct electronic interface equipment to gain access to all elevator security systems stated within this bid. It is the contractors responsibility to insure continued operation of all security systems associated with the elevators located at Boone County Courthouse identified in Sections 4.8.1., 4.8.2., 4.8.3

2.3.8. The Contractor shall be responsible for forwarding to the Manager of Facilities Maintenance, a notice listing any major repairs required. If a malfunction of the elevator occurs between the course of periodic inspections, the contractor's personnel will be available for any service and/ or repairs. Contractor shall make special examinations on request at no additional cost to the County.

### 2.4. REPAIRS AND INSPECTIONS

- 2.4.1. The Contractors mechanic will coordinate 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 forwarded to the Facilities Maintenance Department.
- 2.4.2. The Contractor's mechanic shall coordinate with Facilities Maintenance prior to disabling any elevator for service.
- 2.4.3. All replacement materials and equipment will carry a minimum 90-day warranty. Each year the contractor will complete a service walk-through on or before December 1st with 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. 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.
- 2.4.4. The Contractor should 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.
- 2.4.5. Contractor will 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 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 live in a radius of (30) miles of Columbia city limits.
- 2.5.3. Experience of service personnel shall consist of a minimum of: Completion of apprenticeship and five (5) years experience as a qualified journeyman. Proof of experience may be required
  - 2.6. **CONTRACTORS INSURANCE:**
- 2.6.1. **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. All policies shall be in amounts, form and companies satisfactory to the County.
- 2.6.2. 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. 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 Employee's Liability Insurance for the protections of their employees not otherwise protected.
- 2.6.3. 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 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 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.

- 2. Primary Specifications Continued
- 2.6.4. **Owner's Contingent or Protective Liability and Property Damage -** The Contractor shall provide the County with proof of Owner's Protective Liability and Property Damage Insurance, 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. It is preferred that this policy includes a provision for alleged assault and battery. The minimum amounts of such insurance will be \$2,000,000.00 per occurrence, combined single limits. Should any work be subcontracted, these limits will also apply.
- 2.6.5. **Insurance Certifications -** 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 and requiring a thirty (30) day mandatory cancellation notice. 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 project.
  - 2.7. SPECIAL CONDITIONS AND REQUIREMENTS
    - 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 include possible interference from other site activities. Arrangements for bidder's inspection of facilities may be secured from Ken Roberts, Manager of Facilities Maintenance at 573-886-4401.
- 2.7.1. 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.
- 2.7.2. Responding Vendors must show a minimum of three (3) years experience maintaining similar types of equipment.
- 2.7.3. A logbook of all service calls, repairs, and Contractor shall keep inspections. The logbook shall indicate date 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.
  - 2.8. **BID CLARIFICATION -** Any questions or clarifications concerning bid documents should be addressed in writing, PRIOR TO BID OPENING, to Marlene Ridgway, Buyer, 601 E. Walnut, 2nd Floor, Columbia, Missouri 65201. Phone: (573) 886-4392 Fax: (573) 886-4402 or Email: mridgway@boonecountymo.org
  - DESIGNEE Ken Roberts, Manager of Boone County Facilities Maintenance, 601 E. Walnut, Second Floor, Columbia, MO 65201-4460
- 2.10. **BILLING AND PAYMENT -** The billing periods will be Quarterly. Quarterly invoices will be submitted to Facilities Maintenance Department for payment 30 days after receipt of a correct and valid invoice.

- 3. Response Presentation and Review
- 3.1. **RESPONSE CONTENT -** In order to enable direct comparison of competing Responses, Bidder must submit Response in strict conformity to the requirements stated herein. Failure to adhere to all requirements may result in Bidder's 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." 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. 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 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 If you wish to be advised of the outcome of this Bid, enclose with your Response a self-addressed stamped return envelope (size 10, first-class one-ounce postage) for our use in mailing a copy of the summary recap of the award. Notification will be by mail only, except to awarded Bidder.
  - 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, and any person present will be allowed, under supervision, to scan any Response.
- 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** 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 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 The County's sole purpose in the evaluation process is to determine from among the Responses received which one is best suited to meet the County's needs at the lowest possible cost. Any final analysis or weighted point score does not imply that one Bidder is superior to another, but simply that in our judgment the Contractor selected appears to offer the best overall solution for our current and anticipated needs at the lowest possible cost.
- 3.5.1. **Method of Evaluation –** The County will evaluate submitted Responses in relation to all aspects of this Bid.
- 3.5.2. **Acceptability** The County reserves the sole right to determine whether goods and/or services offered are acceptable for County use.
- 3.5.3. **Endurance of Pricing** Bidder's pricing must be held until contract execution or 60 days, whichever comes first.

County of Boone		Purchasing Department
	Response Form	
4.1.	Company Name:	
4.2.	Address:	
4.3.	City/Zip:	
4.4.	Phone Number:	
4.5.	Fax Number:	
4.6.	Federal Tax ID:	
4.6.1.	( ) Corporation ( ) Partnership - Name ( ) Individual/Proprietorship - Individual Name ( ) Other (Specify)	
4.6.2.	Exempt From Tax Reporting? Yes No	
	USING THIS FORM, PLEASE RESPOND TO THE DETAILED L TIME REQUIRING MAINTENANCE SERVICES.	IST OF ALL EQUIPMENT KNOWN AT THIS
4.7.	References for All Types of Equipment Bid - Include company of equipment serviced, service contract period, telephone number Respondents must provide a minimum of 3 references attached to	er including area code and facsimile number.
4.8.	ELEVATORS OWNED BY BOONE COUNTY	
4.8.1.	Boone County Courthouse, 705 East Walnut Qty. (1) Schindler Hydraulic Passenger Elevators Serial Number: HG 82700 - Manufactured 10/28/91	Cost Per Quarter \$
4.8.2.	Boone County Courthouse, 705 East Walnut Qty. (1) Schindler Hydraulic Passenger Elevators West Car # B43B1F Serial Number: HG 82701 - Manufactured 10/28/91	Cost Per Quarter_\$
4.8.3.	Boone County Courthouse, 705 East Walnut	σοστιοί ασαποί_ ψ
4.0.5.	Qty. (1) Schindler Hydraulic Passenger Elevators East Car # B43B1F-3 Serial Number: HG 82701 - Manufactured 10/28/91	Cost Per Quarter \$
4.8.4.	Boone County Government Center, 801 East Walnut Qty (1) Dover Oildraulic Passenger Elevator Serial Number: EE 5153 - Manufactured 4/6/95	Cost Per Quarter \$
4.8.5.	Boone County Johnson Building, 601 East Walnut Qty. (1) Dover Oildraulic Passenger Elevator Serial Number: EF1971 - Manufactured 4/6/95	Cost Per Quarter \$



# Standard Terms and Conditions

**Boone County Purchasing** 601 E. Walnut, 2nd Floor

Columbia, MO 65201

**Marlene Ridgway**, Buyer 573/886-4392 - FAX 573/886-4402

- 1. Responses shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department identified in the Request for Quotation and/or Proposal.
- 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.
- 3. Bidders must use the bid forms provided for the purpose of submitting bids, must return the quotation 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 shall 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 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.