

ADDENDUM #3 to RFB 02-22JAN20 ELEVATOR MAINTENANCE – TERM AND SUPPLY

Boone County Purchasing

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BOONE COUNTY, MISSOURI

Request for Bid #02-22JAN20– Elevator Maintenance – Term and Supply

ADDENDUM # 3 - Issued January 28, 2020

Prospective bidders are hereby notified of the following revisions to Request for Bid 02-22JAN20:

1. **ADD** the following as paragraph 1.4 which is actually a revision to an un-numbered paragraph on page 4 of the original RFB:

1.4 <u>AWARD</u>: Award will be made to the bidder whose bid provides the greatest value to the County from the standpoint of suitability *of* 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's ability to provide one-hour response will be part of the award consideration*.

2. Paragraph 2.1.2 shall be **REVISED** as follows:

2.1.2 All repairs regardless of how minor or major shall be covered under the contract. Minor repair shall be covered at the applicable quoted quarterly maintenance price. Major and emergency repairs shall be paid on a time and materials basis in accordance with pricing shown on the Vendor Response and Pricing Pages specific to the identified elevator. Repairs necessitated by any of the following shall be excluded from coverage by the quarterly maintenance price: Acts of God, vandalism, buried underground pipe and cylinder. The contractor shall not be responsible for replacing lightbulbs.

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3. Sub-paragraph 2.2.2(a) shall be **REVISED** as follows:

a. The contractor shall make all arrangements for scheduling the Missouri Annual Inspection with the inspection company. The annual inspection may be scheduled at the same time as a monthly inspection. The County shall pay its part of the Missouri State Annual Inspection directly to the inspector and the State of Missouri. The County shall not pay the contractor additionally for the Missouri State Inspection.

4. Paragraph 2.2.3 shall be **REVISED** as follows:

2.2.3 The contractor shall make as-needed minor repairs at the time of inspection at no additional cost to the County. *The cost of any minor repairs shall be included in the quarterly price.* A "minor" repair shall be defined as a repair that does not *require* significant materials, equipment, and time to make the necessary correction, *for example but not necessarily limited to the following: repair/replacement of parts like controller components, resistors, timers, fusers, overloads, minor contacts, wiring, coils, packing, drive belts, strainers, functional components of the elevator car and corridor operating stations, hangars and tracks, door operating devices, door gibs, guide shoes, traveling cables, signal lamps, interlock, door closers, buffers, switches, door protection devices and alarm bells, etc.*

5. Paragraph 2.2.4 shall be **REVISED** as follows:

2.2.4 A "major" repair shall be defined as a repair that involves significant materials, equipment and time to make necessary corrections. *A "major" repair for example requires parts repair/replacement of parts like exposed piping in the machine room and hoistway, PC boards, the pump unit, solid state devices, contactors, and valve rebuilds, etc.* 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. *Major repairs shall be paid on a time and materials basis, see paragraph 2.8.3 herein.*

6. Paragraph 2.2.7 shall be **REVISED** as follows:

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 *at no additional charge to the County. This walk-through may be scheduled at the same time as the December monthly inspection.*

7. Paragraph 2.5.1 shall be **REVISED** as follows:

2.5.1 The contractor shall be responsible for maintaining a service center/business location or of having service personnel who can deploy to the County's elevators' locations compliant with required contract response times, see paragraphs 2.6.1 through 2.6.3 herein.

8. Paragraph 2.6.2 shall be **REVISED** as follows:

2.6.2 Emergency Service: Authorized service the County requests outside normalRFB 02-22JAN20Addendum#31/28/20

business hours shall be considered "emergency" service. Emergency service shall be paid on a time and materials basis consistent with quoted pricing shown on the Vendor Response and Pricing Pages. The quoted hourly price for emergency service must include all costs for labor, travel time, and mileage. No other pricing except for parts shall be paid by the County for emergency service. An emergency may involve a minor or a major repair that requires immediate attention and repair in the sole opinion of the Director of Facilities Maintenance or his designate.

9. Paragraph 2.6.3 shall be **REVISED** as follows:

2.6.3 One-Hour Call Response Time Normal Business Hours: The response time from when a service call is placed by the County to the arrival of the contractor's designated services representative on-site shall not exceed one (1) hour during normal business hours defined as between 8:00 A.M. and 5:00 P.M. Mondays through Fridays excluding holidays. 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. Service calls requested to be performed outside of normal business hours shall be considered "Emergency Service" as defined in paragraph 2.6.2.

10. Paragraph 2.8.1 shall be **REVISED** as follows:

2.8.1. The contractor shall invoice the County for elevator maintenance on a quarterly basis. Quarterly invoices must be submitted to the Boone County Facilities Maintenance Department and *must be itemized by elevator and include all monthly inspection reports and routine minor and major repairs performed on the specific elevator in the invoice quarter. All major repair costs shall itemize time and materials invoiced to the County.*

11. Paragraph 2.8.3 shall be **REVISED** as follows:

2.8.3 Major repairs shall be paid on a *time and materials basis in accordance with pricing shown on the Vendor Response and Pricing Pages.* The contractor's invoice shall itemize *each and all* 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.

12. Paragraph 2.11 shall be **REVISED** as follows:

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 *with the following exception: if the repair is necessitated because of the part failing during the contractor's safety testing, then the part shall be repaired as an "emergency" and invoiced on a time and materials basis only after the contractor has first obtained prior approval from the Director of Facilities Maintenance or his designate for the repair. The contractor shall conduct safety testing with due diligence and*

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responsibility, following all applicable business standards and practices regarding elevator safety testing.

13. Paragraph 2.7.1 shall be **REVISED** as follows:

2.7.1 The contractor shall *document in writing* all service calls and repairs performed for the County under contract. *Documentation shall be recorded in the monthly inspection report that* shall indicate dates and times of service calls and identify equipment inspected, repaired, or replaced. The contractor must provide *the inspection report to the County Facilities Maintenance Department* promptly, *i.e., no later than 30-calendar days after the inspection.*

14. Paragraph 2.7.2 shall be **REVISED** as follows:

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

15. Paragraph 2.7.3 shall be **REVISED** as follows:

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

16. **ADD** paragraph 2.7.4 as follows:

2.7.4 Submission of inspection reports electronically is acceptable. The contractor shall ensure that the electronic record conforms to accepted industry standards for completeness, data retention, and data security.

17. Paragraph 2.8.6 shall be **REVISED** as follows:

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 613 E. Ash Street Columbia, MO 65201

18. The VENDOR RESPONSE AND PRICING PAGES have been REVISED as follows. <u>Bidders shall</u> <u>use the following REVISED form when submitting their sealed bid</u>. All pricing shall be considered firm and fixed and apply during the first/initial contract period:

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).

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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.	Hourly price for Major Repair During Normal Business Hours, 8:00 A.M. – 5:00 P.M. Mondays through Fridays	\$
4.10.9.	Hourly price for Major Repair Outside Normal Business Hours and Holidays	\$

4.10.10. Major and Emergency 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. <u>The bidder must not quote both a discount and a mark-up.</u>

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:_____

*****O**R***

<u>Mark-Up</u>

______% Mark-Up Over Cost

4.10.11. Renewal Options Price Adjustments – Applies to all line items except 4.10.10:

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. <u>Do not quote</u> <u>BOTH a Maximum Increase and a Minimum Decrease</u> – quote one or the other. Statements such as "a percentage of the then-current price" or "consumer price index" are NOT ACCEPTABLE i.e., <u>reference to a CPI adjustment shall be deemed unacceptable</u>.

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

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.

4.10.11.1. 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: _____

4.10.11.2. 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. **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:

- 4.12. 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.
- 4.13. Holidays: Identify the holidays the vendor's business observes:
- 4.14. 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 Revised Response Form

- 19. The County received the following questions and is providing the following responses:
 - a. Does the County want emergency and major repairs invoiced separately or itemized on the quarterly invoice?

Response: Paragraph 2.8.1 of the RFB says that the quarterly invoice submitted to the County is itemized and includes all monthly inspection reports and repairs. Paragraph 2.8.4 says that invoices for emergency services may be submitted as emergency work has been completed.

b. We do not have a physical location in Columbia/Jefferson City. We have mechanics to service the area. Will this meet your requirements?

Response: So long as the contractor can meet response requirements in RFB paragraphs 2.6.1 through 2.6.3, the County is flexible about the service center locations. Addendum #1 has revised the background information regarding "Award" and the Service Location requirement paragraph 2.5.1.

c. Will the County allow for obsolescence of components (exclude from the agreement if replacement is needed) with definitive proof of such?

Response: Yes.

d. Does the vendor pay for the Annual Missouri Inspection (QEI)?

Response: Only for their part. The County pays for its part directly to the inspection company and the State of Missouri - See paragraph 2.2.2(b) added by Addendum #1.

e. Regarding on-site examinations at no charge (paragraph 2.2.5), are these to be conducted during normal business hours?

Response: Yes.

f. Regarding one-hour response (paragraph 2.6.3), while we can endeavor to meet this requirement, on occasion our secondary mechanic is located more than one-hour outside of Columbia. Would it be acceptable for us to provide the County with a vacation schedule of our primary mechanic, and during that time would it be acceptable to exceed that time frame?

Response: Yes, but only with advance notification to the County and with the understanding that it is the rare circumstance and does not change the one-hour requirement. In the event the County requires emergency service because of an "entrapment," the vendor should expect the County to seek compensation for any additional associated costs the County has to incur to remedy the emergency situation at the County's sole discretion.

g. Are electronic logs acceptable (paragraph 2.7.1)?

Response: Yes. (Note: This addendum revises requirements for documentation – see paragraphs 2.7.1 through 2.7.4).

h. Can we set financial guidelines for "Minor," Major," and "Emergency" repairs (paragraph 2.8.2, 2.8.3, and 2.8.4)?

Response: Addendum #1 has revised the definition of minor and major repairs (see revised paragraphs 2.2.3 and 2.2.4). An Emergency repair is a time-significant need that could be either minor or major in nature.

i. We typically do not hold responsibility for property damage that results from safety tests. Can this section be altered to reflect the same (paragraph 2.11)?

Response: Yes – Addendum #1 addresses this, see revised paragraph 2.11.

g. We would like a definition or parameters for contract termination (paragraph 2.14.1)? Define unsatisfactory as failure to ______ in X days with written notice something like that.

Response: The County would terminate the contract for breach or for convenience. Breach would be repeated inability/failure of the contractor to perform defined contract tasks as specified after an opportunity to cure the breach has been afforded the contractor. Termination for convenience would be if the County loses funds to support the contract. It is otherwise not possible to define all possible events/scenarios that might qualify for termination. The County must keep its options open.

h. What is the County currently paying for quarterly inspections?

Response: The County pays \$450.00 per quarter for all elevators except the elevator at the Joint Communication Center for which the County pays \$540.00 per quarter. Emergency hourly pricing is \$330.00 per hour.

NOTE: All changes to original RFB text made as a result of this Addendum are noted in *bolded and italicized* font.

This addendum is issued in accordance with the RFB paragraph 1.3.2 and is hereby incorporated into and made a part of the Request for Bid Documents. Bidders are reminded that receipt of this addendum should be acknowledged and submitted with bid response including the *Vendor Response and Pricing Pages*.

By: ulu 2020 Liz Palazzolo, Senior Buyer Boone County Purchasing

The bidder has examined Addendum #3 to Request for Bid #02-22JAN20 – Elevator Maintenance – Term and Supply, receipt of which is hereby acknowledged:

Company Name: ______Address: ______

Telephone:	Fax:			
Federal Tax ID (or Social Security #):				
Print Name:	Title:			
Authorized Signature:	Date:			

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