

188 -2020

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

April Session of the April Adjourned

Term. 20 20

County of Boone

In the County Commission of said county, on the

23rd

day of

April

20 20

the following, among other proceedings, were had, viz:

Now on this day, the County Commission of the County of Boone does hereby award bid 02-22JAN20 – Elevator Maintenance – Term and Supply to Kone, Inc. of St. Louis, Missouri.

Terms of the award are stipulated in the attached Purchase Agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said Purchase Agreement.

Done this 23rd day of April 2020.

ATTEST:

Brianna L. Lennon
Brianna L. Lennon *DLB*
Clerk of the County Commission

Daniel Atwill

Daniel K. Atwill
Presiding Commissioner

Fred J. Parry
Fred J. Parry
District I Commissioner

Janet M. Thompson
Janet M. Thompson
District II Commissioner

Boone County Purchasing

Liz Palazzolo
Senior Buyer



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

MEMORANDUM

TO: Boone County Commission
FROM: Liz Palazzolo, CPPO, C.P.M.
DATE: 04/03/20
RE: Contract# 02-22JAN20 – Elevator Maintenance – Term and Supply

Request for Bid 02-22JAN20 solicited sealed bids for Elevator Maintenance for the Boone County Facilities Maintenance Department. Four bids were received and reviewed by Boone County Facilities Maintenance personnel: Doug Coley, Director of Facilities Maintenance; Jody Moore, Service Coordinator I for Facilities Maintenance; and Chuck Nichols, Senior Facilities Maintenance Technician.

The award of contract will be made to the lowest priced acceptable bid from Kone, Inc. of St. Louis, Missouri.

The contract period will run from May 1, 2020 through April 30, 2021, and there are two (2) one-year renewal options available after this initial period.

Payments will be paid from the following Fund 6100 – Facilities Maintenance/Account 60050 – Equipment Service Contract budgeted at \$10,800.00.

/lp

Attachment: Cost Evaluation and File Memo

cc: Jody Moore
Contract File

**PURCHASE AGREEMENT
FOR
ELEVATOR MAINTENANCE – TERM & SUPPLY**

THIS AGREEMENT dated the 23rd day of April 2020 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein “County” and **Kone, Inc.** herein “Contractor.”

IN CONSIDERATION of the parties’ performance of the respective obligations contained herein, the parties agree as follows:

1. Contract Documents - This agreement shall consist of this Purchase Agreement for **Elevator Maintenance – Term & Supply**, County of Boone Request for Bid, bid number **02-22JAN20** in its entirety including the Introduction and General Conditions of Bidding, Scope of Work, Bidder’s Instructions and Evaluation, the un-executed Vendor Response and Pricing Pages, Debarment Form, Lobbying Certification Form, Work Authorization Certification, and Boone County’s Standard Terms and Conditions, as well as the Contractor’s bid response dated **February 03, 2020**, executed by **Jeremy Vivian** on behalf of the Contractor, and the e-mails dated **March 27, 2020** from **Todd Lyon**, **February 17, 2020** from **Laura Freeman**, and **February 14, 2020** from **Laura Freeman** on behalf of the Contractor. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with the bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, Introduction and General Conditions of Bidding, Scope of Work, Bidder’s Instructions and Evaluation, the un-executed Vendor Response and Pricing Pages, Debarment Form, Lobbying Certification Form, Work Authorization Certification, and Boone County’s Standard Terms and Conditions shall prevail and control over the Contractor’s bid response.

2. Contract Period – The contract period shall be **May 1, 2020 through April 30, 2021**. The County shall have the option to renew the contract for two (2) one-year periods subsequent to the initial contract period, with an option to renew on a month-to-month basis thereafter for a maximum of six (6) months from the end-date of the last renewal period.

3. Purchase - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County with Elevator Maintenance as required in the RFB specifications and in conformity with the contract documents for the prices set forth in the Contractor’s proposal response, as needed and as ordered by the County:

Elevator Maintenance	
Description of Service	Firm, Fixed Price Per Quarter Initial Contract Period
4.10.1 Boone County Courthouse, 705 East Walnut Qty. (1) Schindler Hydraulic	\$405.00/Each Quarter

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	\$405.00/Each Quarter
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	\$405.00/Each Quarter
4.10.4 Boone County Government Center, 801 East Walnut Qty (1) Dover Oildraulic Passenger Elevator Serial Number: EE 5153 - Manufactured 4/6/95	\$405.00/Each Quarter
4.10.5 Boone County Johnson Building, 601 East Walnut Qty. (1) Dover Oildraulic Passenger Elevator Serial Number: EF1971 - Manufactured 4/6/95	\$405.00/Each Quarter
4.10.6 Boone County Emergency Communications Center, 2145 County Drive Qty. (1) ThyssenKrupp Hydraulic Passenger Elevator Serial Number: ECR0936 – Manufactured 10/31/15	\$405.00/Each Quarter
4.10.7 Hourly price for emergency repair per paragraph 2.8.4	\$310.00/Each Hour
4.10.8 Hourly price for Major Repair During Normal Business Hours, 8:00 A.M. – 5:00 P.M. Mondays through Fridays	\$310.00/Each Hour
4.10.9 Hourly price for Major Repair Outside Normal Business Hours and Holidays	\$540.50/Each Hour

4.10.10 Mark-Up over cost for repair parts and additional parts	20% Mark-Up Over Cost
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4. Billing and Payment - All billing shall be invoiced to the Boone County Facilities Maintenance Department. Billings may only include the prices listed in the Contractor's proposal response. No additional fees for delivery or extra services or taxes shall be included as additional charges in excess of the charges in the Contractor's proposal response to the specifications. The County agrees to pay all correct invoices within thirty (30) calendar days of receipt; the Contractor agrees to honor any cash or prompt payment discounts offered in its proposal response if the County makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

5. Delivery – The Contractor agrees to deliver services in accordance with the timeframes and terms of RFB 02-22JAN20.

6. Warranty – The standard manufacturer warranty shall apply to all products provided under contract to commence upon the County's acceptance of ordered product.

7. Binding Effect - This agreement shall be binding upon the parties hereto and their successors and assigns for so long as this agreement remains in full force and effect.

8. Entire Agreement - This agreement constitutes the entire agreement between the parties and supersedes any prior negotiations, written or verbal, and any other proposal or proposal specification or contractual agreement. This agreement may only be amended in writing by the Boone County Purchasing Office on behalf of the Facilities Maintenance Department using the same formality as this agreement.

9. Termination - This agreement may be terminated by the County upon thirty calendar days advance written notice for any of the following reasons or under any of the following circumstances:

- a. The County may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. The County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products are delayed or products delivered are not in conformity with bidding specifications or variances authorized by County, or
- c. If appropriations are not made available and budgeted for any calendar year.

IN WITNESS WHEREOF the parties through their duly authorized representatives have executed this agreement on the day and year first above written.

Commission Order # _____

KONE, INC.

by DocuSigned by:
Jeff Blum
236D9AC3BB78484...
title Senior Vice President

BOONE COUNTY, MISSOURI

by: Boone County Commission
DocuSigned by:
Daniel K. Atwill
Presiding Commissioner

APPROVED AS TO FORM:

DocuSigned by:
[Signature]
County Counselor

ATTEST:

DocuSigned by:
Brianna L. Lennon by MT
County Clerk

AUDITOR CERTIFICATION

In accordance with RSMo 50.660, I hereby certify that a sufficient unencumbered appropriation balance exists and is available to satisfy the obligation(s) arising from this contract. (Note: Certification is not required if the terms of this contract do not create a measurable county obligation at this time.)

Fund/Account: 6100/60050: \$10,800.00

DocuSigned by: <u>[Signature]</u> 184244D...	4/15/2020	
Signature	Date	Appropriation
Account		

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 Proposal and/or Proposal.
3. The Boone County Commission has the right to accept or reject any part or parts of all proposals, 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 proposal 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 proposal 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 proposal.
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. Proposals qualified by escalator clauses may not be considered unless specified in the proposal specifications.
12. No proposal 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 proposal should be directed to the Purchasing Department prior to proposal 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 proposal responses over \$25,000, if any manufactured goods or commodities proposed with proposal/proposal response are manufactured or produced outside the United States, this MUST be noted on the Proposal/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

Liz Palazzolo

From: Lyon Todd <todd.lyon@kone.com>
Sent: Friday, March 27, 2020 3:41 PM
To: Liz Palazzolo; Vivian Jeremy; Panzau Craig
Subject: Re: Clarification RFB 02-22JAN20 Elevator Maintenance

Hi Liz
I just spoke to Jeremy and this is YES.
THANKS

Todd Lyon
KONE Elevator - Account Manager
Get [Outlook](#) for iOS

From: Liz Palazzolo <LPalazzolo@boonecountymo.org>
Sent: Friday, March 27, 2020 2:50:16 PM
To: Lyon Todd <todd.lyon@kone.com>; Vivian Jeremy <Jeremy.Vivian@kone.com>; Panzau Craig <craig.panzau@kone.com>
Subject: Clarification RFB 02-22JAN20 Elevator Maintenance

Good afternoon: Some last minute clarification here – please respond “yes” or “no” to this e-mail. Regarding the cover letter to Kone’s bid, I am requesting clarification. Please confirm the text in red font is Kone’s current clarification for RFB 02-22JAN20:

First, in the paragraph that starts “With the passage of time, equipment technology and designs will change...” there is a reference to “reasonable efforts” and components that are considered “obsolete.” The County would like Kone to elaborate on what may be considered a “reasonable effort” and what may be considered “obsolete.” – Reasonable effort is finding the like part to replace or repair through OEM or after market. If the like part is not manufactured by either OEM or Aftermarket, it is considered obsolete.

Third, in the paragraph on the second page of the cover letter that starts “As to any elevator or escalator equipment that is subject of the agreement, the Purchaser will (i) immediately shut down any such equipment...and (ii) provide prompt verbal notice...[and] immediately notify Kone’s Service Center...” the County requests clarification of what “immediately” means and what “promptly” means. Related – it is not clear of the Service Center contact information has been provided in the bid from Kone. Please provide that information. – As soon as someone that is authorized is aware of the elevator malfunctioning, please tag the elevator out of service so that the mechanic can then diagnose the reason for it malfunctioning. This should be done in a reasonable amount of time. The number for our service center is 877-276-8691.

Liz Palazzolo
Senior Buyer
Boone County Purchasing
Phone: 573-886-4392
Fax: 573-886-4390
613 E. Ash, Room 109
Columbia, MO 65201

Liz Palazzolo

From: Freeman Laura <Laura.Freeman@kone.com>
Sent: Monday, February 17, 2020 9:30 AM
To: Liz Palazzolo; Lyon Todd
Subject: RE: Clarification/Questions - RFB 02-22JAN20 Elevator Maintenance Boone County

It is KONE's policy to avoid naming any entity as additional insured. However, in order to maintain our relationship with Boone County, we are prepared to take an additional step. We will provide an Owner's and Contractor's Protective Liability Policy, in lieu of the additional insured requirement. This policy would list Boone County as agent as the named insured. If an OCPL is not acceptable, we will take the necessary steps in naming a party as additional insured. However, it has been our experience that the OCPL will meet all insurance requirements.

Thank you,

Laura Freeman
Administrative Associate
SPEK

KONE Inc.
9924 Diehlman Industrial Dr
St. Louis, MO 63132
Tel: 314-591-1198 x11164
Fax: 314-591-1132
laura.freeman@kone.com

www.kone.com

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From: Liz Palazzolo <LPalazzolo@boonecountymo.org>
Sent: Friday, February 14, 2020 4:07 PM
To: Freeman Laura <Laura.Freeman@kone.com>; Lyon Todd <todd.lyon@kone.com>
Subject: RE: Clarification/Questions - RFB 02-22JAN20 Elevator Maintenance Boone County

Just a general question: Does Kone ever name a customer as an additional insured and certificate holder to its General Liability policy?

From: Freeman Laura <Laura.Freeman@kone.com>
Sent: Friday, February 14, 2020 3:22 PM
To: Liz Palazzolo <LPalazzolo@boonecountymo.org>; Lyon Todd <todd.lyon@kone.com>
Subject: RE: Clarification/Questions - RFB 02-22JAN20 Elevator Maintenance Boone County

Boone County is the Named Insured on the OCPL policy.

Additional Insured – Customer is afforded coverage under the KONE policy by being added as an additional insured to our coverage for the duration of the contract or as written in the agreement
OCPL – Liability policy purchased for the customer by KONE with the customer as the Named Insured

Laura Freeman
Administrative Associate

SEB

KONE Inc
9021 Piedra River Road
St. Louis, MO 63114
Tel: 314-891-3300
Fax: 314-891-3302
laura.freeman@kone.com

www.kone.com

KONE is an Equal Opportunity Employer. Minorities and women are encouraged to apply. KONE is an Equal Opportunity Employer. Minorities and women are encouraged to apply. KONE is an Equal Opportunity Employer. Minorities and women are encouraged to apply.

www.kone.com

From: Liz Palazzolo <LPalazzolo@boonecountymo.org>
Sent: Friday, February 14, 2020 2:58 PM
To: Freeman Laura <Laura.Freeman@kone.com>; Lyon Todd <todd.lyon@kone.com>
Subject: RE: Clarification/Questions - RFB 02-22JAN20 Elevator Maintenance Boone County

Can you educate me on the difference because they look the same to me?

From: Freeman Laura <Laura.Freeman@kone.com>
Sent: Friday, February 14, 2020 2:45 PM
To: Lyon Todd <todd.lyon@kone.com>
Cc: Liz Palazzolo <LPalazzolo@boonecountymo.org>
Subject: RE: Clarification/Questions - RFB 02-22JAN20 Elevator Maintenance Boone County

We are providing OCPL, please see attached.

Laura Freeman
Administrative Support
OCPL

KONE Inc
9021 Piedra River Road
St. Louis, MO 63114
Tel: 314-891-3300
Fax: 314-891-3302
laura.freeman@kone.com

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www.kone.com

From: Lyon Todd
Sent: Friday, February 14, 2020 2:40 PM
To: Freeman Laura <Laura.Freeman@kone.com>
Cc: Liz Palazzolo <LPalazzolo@boonecountymo.org>
Subject: Fwd: Clarification/Questions - RFB 02-22JAN20 Elevator Maintenance Boone County

Laura
Can you please provide some insight and help with the questions below for Liz.
Thanks

Todd Lyon
KONE Elevator - Account Manager
Get Outlook for iOS

From: Liz Palazzolo <LPalazzolo@boonecountymmo.org>
Sent: Friday, February 14, 2020 2:30:43 PM
To: Lyon Todd <todd.lyon@kone.com>
Subject: Clarification/Questions - RFB 02-22JAN20 Elevator Maintenance Boone County

Hi Todd: I have a few questions regarding the current new bid from Kone for Elevator Maintenance.

My first question regards the insurance that Kone is currently providing under the current/extended contract 49-19DEC16. It looks like Kone bid 49-19DEC16 with the same detail as in the bid responding to the new RFB 02-22JAN20. The term about insurance in both the contract and the new bid is the same and it reads this way: "In lieu of Additional Insured," Kone will provide an Owner and Contractor's Protective Liability (OCPL) Policy." However when I review the insurance certificates in the current running contract (49-19DEC16), it looks like Kone is providing a Certificate of Insurance and has added Boone County as a Certificate Holder and Additional Insured. So my question is this: is Kone actually providing an OCPL now? I don't think so, but I'm not sure. The County wants what Kone is providing to the County now (which I believe is NOT an OCPL), i.e., a Certificate of Insurance that names the County as a Certificate Holder and an Additional Insured. I think Kone IS providing this even though there was reference to an OCPL.

Second, in the paragraph in Kone's cover letter that starts "With the passage of time, equipment technology and designs will change..." there is a reference to "reasonable efforts" and components that are considered "obsolete." The County would like Kone to elaborate on what may be considered a "reasonable effort" and what may be considered "obsolete." Please confirm that this is accurate: Reasonable effort is finding the like part to replace or repair through OEM or after market. If the like part is not manufactured by either OEM or Aftermarket, it is considered obsolete.

Third, in the paragraph on the second page of the cover letter that starts "As to any elevator or escalator equipment that is subject of the agreement, the Purchaser will (i) immediately shut down any such equipment...and (ii) provide prompt verbal notice...[and] immediately notify Kone's Service Center..." the County requests clarification of what "immediately" means and what "promptly" means. Related – it is not clear of the Service Center contact information has been provided in the bid from Kone. Please provide that information. Please confirm that this is accurate: As soon as someone that is authorized is aware of the elevator malfunctioning, please tag the elevator out of service so that the mechanic can then diagnose the reason for it malfunctioning. This should be done in a reasonable amount of time. The number for our service center is 877-276-8691.

Liz Palazzolo
Senior Buyer
Boone County Purchasing
Phone: 573-886-4392
Fax: 573-886-4390
613 E. Ash, Room 109
Columbia, MO 65201



Elevators Escalators

February 3, 2020

KONE Inc.
St. Louis
9324 Dielman Industrial Drive
Olivette, MO 63132
Phone: 314-991-1158
Fax: 314-991-1432
Todd.Lyon@kone.com

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

Re: 02-22JAN20 – Elevator Maintenance Term and Supply

Dear Ms. Palazzolo,

Thank you for the opportunity to submit our proposal for the Boone County vertical transportation equipment. We're pleased to provide the enclosed recommended solution.

KONE provides a detailed program that covers all areas of your vertical transportation operation and is tailored to your specific facility, equipment and, needs. KONE's Maintenance Methods are utilized to maintain the safety, optimal performance, and reliability of your elevator equipment. Our trained service technicians follow proven performance procedures to perform a customized maintenance program, designed specifically for each piece of equipment. With KONE's vendor alliances, commitment to cost decline, national network of branches, engineering support and parts supply network, we are confident that the City of St. Louis facilities will receive the highest quality of service.

Please note that we request the following clarifications to the agreement:

"Neither party shall be liable for indirect or consequential damages arising out of or relating to this bid. For clarification, the indirect and consequential damages includes, but is not limited to, liquidated damages, rental expenses, occupant/tenant related expenses, loss of use, income, profit, rents, revenue, business and reputation, and loss of management or employee productivity."

"Notwithstanding anything contained to the contrary within this bid or contract, KONE's work shall not include any abatement or disturbance of asbestos containing material (ACM), presumed asbestos containing materials (PACM) or other hazardous materials (i.e. lead, PCBs) (collectively "HazMat"). KONE shall have the right to discontinue its work in any location where suspected HazMat is encountered or disturbed. Any HazMat removal or abatement, or delays caused by such, required in order for KONE to perform its work shall be the Customer's sole responsibility and expense."

"In lieu of Additional Insured, KONE will provide an Owner and Contractor's Protective Liability ("OCPL") Policy."

"With the passage of time, equipment technology and designs will change. If any part of component of Owner's equipment (i) cannot, in Contractor's sole opinion, be safely and economically repaired, (ii) is no longer available as a stock item from the original equipment manufacturer, or (iii) is no longer available as a stock item from an aftermarket source after reasonable efforts by Contractor to locate same, then that part or component shall be considered obsolete. Owner will be responsible for all charges, including labor and materials, associated with replacing the obsolete part or component."

"A party is not liable for failure to perform its obligations under the Agreement if such failure results from Acts of God, fire, flood, unusual delay in deliveries, unavoidable casualties, terrorist activities, government sanction, blockage, embargo, labor dispute, strike, or lockout, concealed conditions, shortage or unavailability of materials, supplies, labor, equipment or systems, interruption or failure of electricity or telephone service or any other causes beyond the party's



Elevators Escalators

control. The non-performing party must promptly notify the other party in writing of the force majeure event and resume performance immediately upon cessation of the event.”

“As to any elevator or escalator equipment that is the subject of the Agreement, Purchaser will: (i) immediately shut down any such equipment that present a potential safety hazard; and (ii) provide prompt verbal notice to KONE’s Service Center of such hazard. Purchaser will immediately notify KONE’s Service Center of any injury or accident in or about such equipment, followed by prompt written notice of such injury or accident. Any indemnity of Purchaser provided by KONE under the Agreement becomes null and void and will not be considered in interpreting the Agreement if Purchaser does not take the action or provide the notice required by this provision.”

Our maintenance program embodies our philosophy of being intensely focused on creating very satisfied customers. This is accomplished by providing an effective preventive maintenance program, resolving problems quickly, and providing special assistance when requested. KONE employs local mechanics and has a 24-hour service center staffed with highly trained and experienced personnel to handle emergency situations. We maintain both local and national parts inventories.

Once again, thank you for the opportunity to make you a very satisfied customer. Should you have any questions regarding this proposal, don’t hesitate to contact me at (314) 309-8153.

Respectfully,

Todd Lyon

Todd Lyon
KONE Inc.



Request for Bid (RFB)

Boone County Purchasing

613 E. Ash Street, Room 109

Columbia, MO 65201

Liz Palazzolo, Senior Buyer

Phone: (573) 886-4392 – Fax: (573) 886-4390

Email: lpalazzolo@boonecountymo.org

Bid Data

Bid Number: **02-22JAN20**

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

Bid Submission Address and Deadline

Day / Date: **Wednesday, January 22, 2020**

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: **Wednesday, January 15, 2020**

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: **Wednesday, January 22, 2020**

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:
01/07/2020



County of Boone

Purchasing Department

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. Rebid: This RFB rebids services bid by RFB 51-30SEP19 which was not awarded. For more information on the previous bid, please contact the Buyer of Record.

1.1.3. **Pre-Bid Conference and Tour:**

A pre-bid conference will be conducted on **Wednesday, January 15, 2020 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 Features on Some Elevators:** Elevators at the Boone County Courthouse have locking doors for security reasons. The contractor shall be responsible for fully maintaining courthouse elevators with locking doors.
- 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 Colcy, 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 **Date of Award through One (1) Year** 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

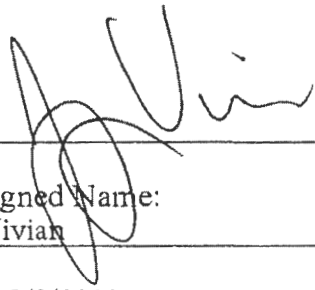
The bidder should submit three (3) complete copies of the bidder's bid response in a single-sealed envelope, clearly marked on the outside, left corner with the bidder's company name and return address, the Request for Bid number and the bid opening due date and time. In addition, the bidder shall complete 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: KONE Inc.
- 4.2. Address: 9324 Dielman Industrial Drive
- 4.3. City/Zip: St. Louis, MO 63132
- 4.4. Phone Number: 314-991-1158
- 4.5. Fax Number: 314-991-1432
- 4.6. Contact Name and E-Mail Address to receive documents for electronic signature:
Todd Lyon Todd.Lyon@kone.com
- 4.7. Federal Tax ID: 36-235-7423

- 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:

 Jeremy Vivian

4.8.3. Today's Date: 2/3/2020

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	\$



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

Boone County Purchasing
613 E. Ash Street, Room 109
Columbia, MO 65201
Liz Palazzolo, Senior Buyer
Phone: (573) 886-4392 – Fax: (573) 886-4390
Email: lpalazzolo@boonecountymo.org

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 **AWARD:** 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.

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 normal*

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***

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. **Bidders shall use the following REVISED form when submitting their sealed bid.** 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).

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	\$ \$405 per quarter
4.10.2.	Boone County Courthouse, 705 East Walnut Qty. (1) Schindler Hydraulic Passenger Elevators West Car #B43B1F Serial Number: 11G 82701 - Manufactured 10/28/91	\$ \$405 per quarter
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	\$ \$405 per quarter
4.10.4.	Boone County Government Center, 801 East Walnut Qty (1) Dover Oildraulic Passenger Elevator Serial Number: EE 5153 - Manufactured 4/6/95	\$ \$405 per quarter
4.10.5.	Boone County Johnson Building, 601 East Walnut Qty. (1) Dover Oildraulic Passenger Elevator Serial Number: EF1971 - Manufactured 4/6/95	\$ \$405 per quarter
4.10.6.	Boone County Emergency Communications Center, 2145 County Drive Qty. (1) ThyssenKrupp Hydraulic Passenger Elevator Serial Number: ECR0936 – Manufactured 10/31/15	\$ \$405 per quarter
4.10.7.	Hourly price for emergency repair per paragraph 2.8.4	\$ \$310 per hour/per mechanic

4.10.8.	<i>Hourly price for Major Repair During Normal Business Hours, 8:00 A.M. – 5:00 P.M. Mondays through Fridays</i>	\$ \$310 per hour/per mechanic
4.10.9.	<i>Hourly price for Major Repair Outside Normal Business Hours and Holidays</i>	\$ \$540.50 per hour/per mechanic

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. 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

20 % 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. 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.

4.10.11.1. Renewal Option Percentage Price Adjustment

1st Renewal Period

2.75 % 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: ^x OR Minimum Decrease:

4.10.11.2. Renewal Option Percentage Price Adjustment

2nd Renewal Period

2.75 % Applied to original bid pricing *Increase would be based on 1st renewal period pricing

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

Maximum Increase: ^x 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.

See Attached Missouri Contractor's License

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

New Year's Day, Memorial Day, July 4th, Labor Day, Veterans Day, Thanksgiving Day,
Day after Thanksgiving, Christmas Day

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.):

Please see our Cover Letter

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.

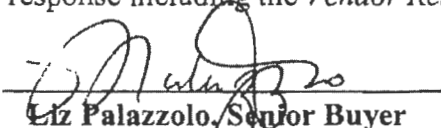
Response: The County would terminate the contract for breach or for convenience. Breach would be repeated inability/failure of the contractor to perform defined contract tasks as specified after an opportunity to cure the breach has been afforded the contractor. Termination for convenience would be if 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: 
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:

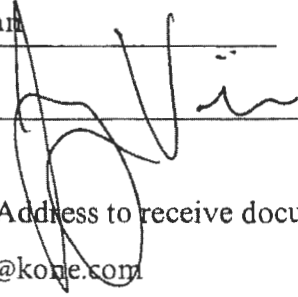
Company Name: KONE Inc.

Address: 9324 Dielman Industrial Drive, St. Louis, MO 63132

Telephone: 314-991-1158 Fax: 314-991-1432

Federal Tax ID (or Social Security #): 36-2357423

Print Name: Jeremy Vivian Title: General Manager

Authorized Signature:  Date: 2/3/2020

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

Todd Lyon Todd.Lyon@kone.com

(Please complete and return with Bid Response)

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

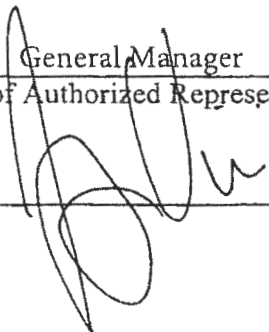
This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary Covered transactions, as defined at 28 CFR Part 67, Section 67.510.

(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.

Jeremy Vivian General Manager

 Name and Title of Authorized Representative

 _____
 Signature

2/3/2020

 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:

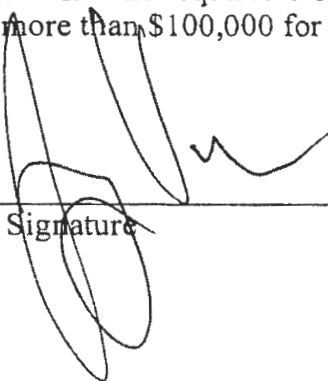
(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection 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

2/3/2020

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

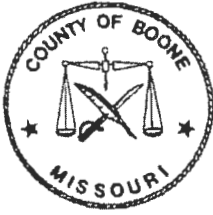
House Bill 1549 addresses the Department of Homeland Security's and the Social Security Administration's E-Verify Program (Employment Eligibility Verification Program) that requires the County to verify "lawful presence" of individuals when we contract for work/service; verify that contractor has programs 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&vgnnextchannel=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*.



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

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

Standard Terms and Conditions

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



**ADDENDUM #1 to RFB 02-22JAN20
ELEVATOR MAINTENANCE – TERM AND SUPPLY**

Boone County Purchasing

613 E. Ash Street, Room 109

Columbia, MO 65201

Liz Palazzolo, Senior Buyer

Phone: (573) 886-4392 – Fax: (573) 886-4390

Email: lpalazzolo@boonecountymo.org

BOONE COUNTY, MISSOURI

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

ADDENDUM # 1 - Issued January 21, 2020

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

- 1. The **bid submittal deadline** is extended:

FROM: 2:00 P.M. January 22, 2020

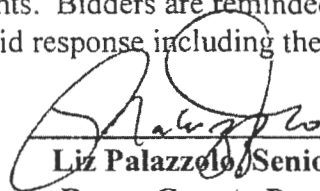
CHANGED TO: 2:00 P.M. Central Time January 29, 2020

Sealed bids will be accepted until **2:00 P.M. Central Time on Wednesday, February 05, 2020** in the Boone County Purchasing Office, 613 E. Ash, Room 109, Columbia, MO 65201.

BIDDERS' NOTE: A second addendum is being drafted to address a variety of questions raised since the RFB was released and the prebid conference/tour. The second addendum should be released in the next few business days. Please contact the Senior Buyer if you have any questions.

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:



**Liz Palazzolo, Senior Buyer
Boone County Purchasing**

The bidder has examined **Addendum #1** to **Request for Bid #02-22JAN20 – Elevator Maintenance – Term and Supply**, receipt of which is hereby acknowledged:

Company Name: KONE Inc.

Address: 9324 Dielman Industrial Drive, St. Louis, MO 63132

Telephone: 314-991-1158 Fax: 314-991-1432

Federal Tax ID (or Social Security #): 36-2357423

Print Name: Jeremy Vivian Title: General Manager

Authorized Signature:  Date: 2/3/2020

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

Todd Lyon Todd.Lyon@kone.com



**ADDENDUM #2 to RFB 02-22JAN20
ELEVATOR MAINTENANCE – TERM AND SUPPLY**

Boone County Purchasing

613 E. Ash Street, Room 109

Columbia, MO 65201

Liz Palazzolo, Senior Buyer

Phone: (573) 886-4392 – Fax: (573) 886-4390

Email: lpalazzolo@boonecountymo.org

BOONE COUNTY, MISSOURI

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

ADDENDUM # 2 - Issued January 22, 2020

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

1. The **bid submittal deadline** is extended:

FROM: 2:00 P.M. January 22, 2020

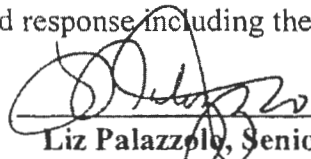
CHANGED TO: 2:00 P.M. Central Time February 05, 2020

Sealed bids will be accepted until **2:00 P.M. Central Time on Wednesday, February 05, 2020** in the Boone County Purchasing Office, 613 E. Ash, Room 109, Columbia, MO 65201.

BIDDERS' NOTE: A *third* addendum is being drafted to address a variety of questions raised since the RFB was released and the prebid conference/tour. The *third* addendum should be released in the next few business days. Please contact the Senior Buyer if you have any questions.

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:



Liz Palazzolo, Senior Buyer
Boone County Purchasing

The bidder has examined **Addendum #2 to Request for Bid #02-22JAN20 – Elevator Maintenance – Term and Supply**, receipt of which is hereby acknowledged:

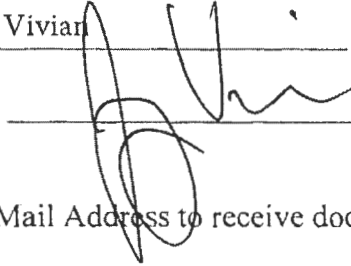
Company Name: KONE Inc.

Address: 9324 Dielman Industrial Drive, St. Louis, MO 63132

Telephone: 314-991-1158 Fax: 314-991-1432

Federal Tax ID (or Social Security #): 36-2357423

Print Name: Jeremy Vivian Title: General Manager

Authorized Signature:  Date: 2/3/2020

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

Todd Lyon Todd.Lyon@kone.com



Company ID Number: 40635
Client Company ID Number: 327983

THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS USING A DESIGNATED AGENT

ARTICLE I

PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Department of Homeland Security (DHS), Kone, Inc. (Employer), and LawLogix Group, Inc. (Designated Agent) regarding the Employer's and Designated Agent's participation in the Employment Eligibility Verification Program (E-Verify). This MOU explains certain features of the E-Verify program and enumerates specific responsibilities of DHS, the Social Security Administration (SSA), the Employer, and the Designated Agent. References to the Employer include the Designated Agent when acting on behalf of the Employer. E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of the Employment Eligibility Verification Form (Form I-9). For covered government contractors, E-Verify is used to verify the employment eligibility of all newly hired employees and all existing employees assigned to Federal contracts.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). Authority for use of the E-Verify program by Federal contractors and subcontractors covered by the terms of Subpart 22.18, "Employment Eligibility Verification", of the Federal Acquisition Regulation (FAR) (hereinafter referred to in this MOU as a "Federal contractor") to verify the employment eligibility of certain employees working on Federal contracts is also found in Subpart 22.18 and in Executive Order 12989, as amended.

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF SSA

1. SSA agrees to provide the Employer (through the Designated Agent) with available information that will allow the Employer to confirm the accuracy of Social Security Numbers provided by all employees verified under this MOU and the employment authorization of U.S. citizens.
2. SSA agrees to provide the Employer and Designated Agent appropriate assistance with operational problems that may arise during the Employer's participation in E-Verify. SSA agrees to provide the Designated Agent with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.



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3. SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).
4. SSA agrees to provide a means of automated verification that is designed (in conjunction with DHS's automated system if necessary) to provide confirmation or tentative nonconfirmation of U.S. citizens' employment eligibility within 3 Federal Government work days of the initial inquiry.
5. SSA agrees to provide a means of secondary verification (including updating SSA records as may be necessary) for employees who contest SSA tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and aliens within 10 Federal Government work days of the date of referral to SSA, unless SSA determines that more than 10 days may be necessary. In such cases, SSA will provide additional verification instructions.

B. RESPONSIBILITIES OF DHS

1. After SSA verifies the accuracy of SSA records for aliens through E-Verify, DHS agrees to provide the Employer (through the Designated Agent) access to selected data from DHS's database to enable the Employer (through the Designated Agent) to conduct, to the extent authorized by this MOU:
 - Automated verification checks on alien employees by electronic means, and
 - Photo verification checks (when available) on employees.
2. DHS agrees to provide to the Employer and Designated Agent appropriate assistance with operational problems that may arise during the Employer's participation in E-Verify. DHS agrees to provide the Designated Agent names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
3. DHS agrees to provide to the Employer (through the Designated Agent), the E-Verify User Manual containing instructions on E-Verify policies, procedures and requirements for both SSA and DHS, including restrictions on the use of E-Verify. DHS agrees to provide training materials on E-Verify.
4. DHS agrees to provide to the Employer (through the Designated Agent) a notice, which indicates the Employer's participation in the E-Verify program. DHS also agrees to provide to the Employer (through the Designated Agent) anti-discrimination



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notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.

5. DHS agrees to issue the Designated Agent a user identification number and password that will be used exclusively by the Designated Agent, on behalf of the Employer, to verify information provided by alien employees with DHS's databases.
6. DHS agrees to safeguard the information provided to DHS by the Employer (through the Designated Agent), and to limit access to such information to individuals responsible for the verification of alien employment eligibility and for evaluation of the E-Verify program, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security Numbers and employment eligibility, to enforce the Immigration and Nationality Act (INA) and Federal criminal laws, and to administer Federal contracting requirements.
7. DHS agrees to provide a means of automated verification that is designed (in conjunction with SSA verification procedures) to provide confirmation or tentative nonconfirmation of employees' employment eligibility within 3 Federal Government workdays of the initial inquiry.
8. DHS agrees to provide a means of secondary verification (including updating DHS records as may be necessary) for employees who contest DHS tentative nonconfirmations and photo non-match tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

C. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the notices supplied by DHS (through the Designated Agent) in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system.
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted regarding E-Verify.
3. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual. The Employer will obtain the E-Verify User Manual from the Designated Agent.
4. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

E-Verify



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- If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 1-888-464-4218.
 - If an employee presents a DHS Form I-551 (Permanent Resident Card) or Form I-766 (Employment Authorization Document) to complete the Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The employer will use the photocopy to verify the photo and to assist DHS with its review of photo non-matches that are contested by employees. Note that employees retain the right to present any List A, or List B and List C, documentation to complete the Form I-9. DHS may in the future designate other documents that activate the photo screening tool.
5. The Employer understands that participation in E-Verify does not exempt the Employer from the responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures, except for the following modified requirements applicable by reason of the Employer's participation in E-Verify: (1) identity documents must have photos, as described in paragraph 4 above; (2) a rebuttable presumption is established that the Employer has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of any individual if it obtains confirmation of the identity and employment eligibility of the individual in compliance with the terms and conditions of E-Verify; (3) the Employer must notify DHS if it continues to employ any employee after receiving a final nonconfirmation, and is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A) if the Employer continues to employ an employee after receiving a final nonconfirmation; and (5) no person or entity participating in E-Verify is civilly or criminally liable under any law for any action taken in good faith based on information provided through the confirmation system. DHS reserves the right to conduct Form I-9 compliance inspections during the course of E-Verify, as well as to conduct any other enforcement activity authorized by law.
6. The Employer agrees to initiate E-Verify verification procedures (through the Designated Agent), for new employees within 3 Employer business days after each employee has been hired (but after both sections 1 and 2 of the Form I-9 have been completed), and to complete as many (but only as many) steps of the E-Verify process as are necessary according to the E-Verify User Manual. The Employer is prohibited from initiating verification procedures before the employee has been hired and the Form I-9 completed. If the automated system to be queried is temporarily unavailable, the 3-day time period is extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the



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period of unavailability. In all cases, the Employer (through the Designated Agent), must use the SSA verification procedures first, and use DHS verification procedures and photo screening tool only after the SSA verification response has been given. Employers may initiate verification, through the Designated Agent, by notating the Form I-9 in circumstances where the employee has applied for a Social Security Number (SSN) from the SSA and is waiting to receive the SSN, provided that the Employer (through the Designated Agent) performs an E-Verify employment verification query using the employee's SSN as soon as the SSN becomes available.

7. The Employer agrees not to use E-Verify procedures for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use not authorized by this MOU. Employers must use E-Verify (through its Designated Agent) for all new employees, unless an Employer is a Federal contractor that qualifies for the exceptions described in Article II.D.1.c. Except as provided in Article II.D, the Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. The Employer understands that if the Employer uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its access to SSA and DHS information pursuant to this MOU.
8. The Employer (through its Designated Agent) agrees to follow appropriate procedures (see Article III. below) regarding tentative nonconfirmations, including notifying employees of the finding, providing written referral instructions to employees, allowing employees to contest the finding, and not taking adverse action against employees if they choose to contest the finding. Further, when employees contest a tentative nonconfirmation based upon a photo non-match, the Employer is required to take affirmative steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.
9. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo non-match, does not establish, and should not be interpreted as evidence, that the employee is not work authorized. In any of the cases listed above, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, refusing to assign the employee to a Federal contract or other assignment, or otherwise subjecting an employee to any assumption that he or she is unauthorized to work, or otherwise mistreating an employee) until and unless



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secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo non-match or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 or OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

10. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA by not discriminating unlawfully against any individual in hiring, firing, or recruitment or referral practices because of his or her national origin or, in the case of a protected individual as defined in section 274B(a)(3) of the INA, because of his or her citizenship status. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the unfair immigration-related employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).
11. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.
12. The Employer agrees that it will use the information it receives from SSA or DHS (through the Designated Agent) pursuant to E-Verify and this MOU only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords) to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.
13. The Employer acknowledges that the information which it receives through the Designated Agent from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)), and that any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.
14. The Employer agrees to cooperate with DHS and SSA in their compliance



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monitoring and evaluation of E-Verify, including by permitting DHS and SSA, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.

D. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. The Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801) in addition to verifying the employment eligibility of all other employees required to be verified under the FAR. Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.
 - a. Federal contractors not enrolled at the time of contract award: An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to use E-Verify to initiate verification of employment eligibility of new hires of the Employer who are working in the United States, whether or not assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within 3 business days after the date of hire. Once enrolled in E-Verify as a Federal contractor, the Employer must initiate verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.
 - b. Federal contractors already enrolled at the time of a contract award: Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to initiate verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within 3 business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must initiate verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.
 - c. Institutions of higher education, State, local and tribal governments and



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sureties: Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), State or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. The provisions of Article II, part D, paragraphs 1.a and 1.b of this MOU providing timeframes for initiating employment verification of employees assigned to a contract apply to such institutions of higher education, State, local, tribal governments, and sureties.

- d. **Verification of all employees:** Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to do so only in the manner designated by DHS and initiate E-Verify verification of all existing employees within 180 days after the election.
- e. **Form I-9 procedures for Federal contractors:** The Employer (through its Designated Agent), may use a previously completed Form I-9 as the basis for initiating E-Verify verification of an employee assigned to a contract as long as that Form I-9 is complete (including the SSN), complies with Article II.C.4, the employee's work authorization has not expired, and the Employer has reviewed the information reflected in the Form I-9 either in person or in communications with the employee to ensure that the employee's stated basis in section 1 of the Form I-9 for work authorization has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen). If the Employer is unable to determine that the Form I-9 complies with Article II.C.4, if the employee's basis for work authorization as attested in section 1 has expired or changed, or if the Form I-9 contains no SSN or is otherwise incomplete, the Employer shall complete a new I-9 consistent with Article II.C.4, or update the previous I-9 to provide the necessary information. If section 1 of the Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.4, but reflects documentation (such as a U.S. passport or Form I-551) that expired subsequent to completion of the Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.C.4, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual. Nothing in this section shall be construed to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU, or to authorize verification of any existing employee by any Employer that is not a Federal contractor.



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2. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

E. RESPONSIBILITIES OF THE DESIGNATED AGENT

1. The Designated Agent agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Designated Agent representatives who will be accessing information under E-Verify.
2. The Designated Agent agrees to become familiar with and comply with the E-Verify User Manual and provide a copy of the manual to the Employer so that the Employer can become familiar with and comply with E-Verify policy and procedures.
3. The Designated Agent agrees that any Designated Agent Representative who will perform employment verification queries will complete the E-Verify Tutorial before that individual initiates any queries.
 - A. The Designated Agent agrees that all Designated Agent representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify, including any tutorials for Federal contractors if the Employer is a Federal contractor.
 - B. Failure to complete a refresher tutorial will prevent the Designated Agent and Employer from continued use of the program.
4. The Designated Agent agrees to obtain the necessary equipment to utilize E-Verify.
5. The Designated Agent agrees to provide the Employer with the notices described in Article II.B.4 above.
6. The Designated Agent agrees to initiate E-Verify procedures on behalf of the Employer in accordance with the E-Verify Manual and E-Verify Web-Based Tutorial. The Designated Agent will query the automated system using information provided by the Employer and will immediately communicate the response back to the Employer. If the automated system to be queried is temporarily unavailable, the 3-day time period is extended until it is again operational in order to accommodate the Designated Agent's attempting, in good faith, to make inquiries on behalf of the Employer during the period of unavailability. In all cases, the Designated Agent will use the SSA verification procedures first, and will use DHS verification procedures only as directed by the SSA verification response.
7. The Designated Agent agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including by permitting DHS and SSA, upon



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Client Company ID Number: 327983

reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.
2. The Employer will refer employees to SSA field offices only as directed by the automated system based on a tentative nonconfirmation, and only after the Employer records the case verification number, reviews the input to detect any transaction errors, and determines that the employee contests the tentative nonconfirmation. The Employer (through the Designated Agent), will transmit the Social Security Number to SSA for verification again if this review indicates a need to do so. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.
3. If the employee contests an SSA tentative nonconfirmation, the Employer will provide the employee with a system-generated referral letter and instruct the employee to visit an SSA office within 8 Federal Government work days. SSA will electronically transmit the result of the referral to the Employer (through the Designated Agent) within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.
4. The Employer agrees not to ask the employee to obtain a printout from the Social Security Number database (the Numident) or other written verification of the Social Security Number from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.
2. If the Employer finds a photo non-match for an employee who provides a document for which the automated system has transmitted a photo, the employer must print the



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photo non-match tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the finding.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation received from DHS automated verification process or when the Employer issues a tentative nonconfirmation based upon a photo non-match. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.
4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will provide the employee with a referral letter and instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within 8 Federal Government work days.
5. If the employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will provide the employee with a referral letter to DHS. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.
6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo non-match, the Employer (or the Designated Agent) will send a copy of the employee's Form I-551 or Form I-766 to DHS for review by:
 - Scanning and uploading the document, or
 - Sending a photocopy of the document by an express mail account (furnished and paid for by DHS).
7. The Employer understands that if it cannot determine whether there is a photo match/non-match, the Employer is required to forward the employee's documentation to DHS by scanning and uploading, or by sending the document as described in the preceding paragraph, and resolving the case as specified by the Immigration Services Verifier at DHS who will determine the photo match or non-match.

ARTICLE IV

SERVICE PROVISIONS

The SSA and DHS will not charge the Employer or the Designated Agent for verification services performed under this MOU. DHS is not responsible for providing the equipment needed to make inquiries. A personal computer with Internet access is needed to access the E-Verify System.

ARTICLE V

E-Verify



Company ID Number: 40635
Client Company ID Number: 327983

PARTIES

- A. This MOU is effective upon the signature of all parties, and shall continue in effect for as long as the SSA and DHS conduct the E-Verify program unless modified in writing by the mutual consent of all parties, or terminated by any party upon 30 days prior written notice to the others. Any and all system enhancements to the E-Verify program by DHS or SSA, including but not limited to the E-Verify checking against additional data sources and instituting new verification procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes. DHS agrees to train employers on all changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such a circumstance, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, that Employer will remain a participant in the E-Verify program, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.
- B. Notwithstanding Article V, part A of this MOU, DHS may terminate access to E-Verify if it is deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Designated Agent or the Employer, or a failure on the part of either to comply with established procedures or legal requirements. The Employer understands that if the Employer is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the Employer's performance of its contractual responsibilities.
- C. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as they may determine necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
- D. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Designated Agent, the Employer, or their agents, officers, or employees.
- E. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Designated Agent or the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Designated Agent or the Employer.



Company ID Number: 40635
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- F. Participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).
- G. The foregoing constitutes the full agreement on this subject between DHS, the Employer and the Designated Agent.

Kone, Inc. (Employer) hereby designates and appoints **LawLogix Group, Inc.** (Designated Agent), including its officers and employees, as the Designated Agent for the purpose of carrying out **Kone, Inc.** (Employer) responsibilities under the MOU between the Employer, the Designated Agent, and DHS.

The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer, the Designated Agent and DHS respectively.

If you have any questions, contact E-Verify at 1-888-464-4218.



Company ID Number: 41635
Client Company ID Number: 327983

Approved by:

Employer Kone, Inc.

Michael DeCicco
Name (Please Type or Print)

Dir, HR Sys + OIS Dev
Title

Michael DeCicco
Signature

5-17-10
Date

Designated Agent Lay oolx Group, Inc.

Ronnie Ho
Name (Please Type or Print)

Title

Electronically Signed
Signature

05/17/2010
Date

Department of Homeland Security - Verification Division

Rebecca K Green
Name (Please Type or Print)

Deputy Branch Chief/E-Ver
Title

Rebecca K Green
Signature

5-17-10
Date



Company ID Number: 40635
Client Company ID Number: 327983

**Information Required
For the E-Verify Designated Agent Program**

Information relating to your Company:

Company Name: Kone, Inc.

Company Facility Address: 4225 Naperville Road, Suite 400

Lisle, IL 60532

County or Parish: DU PAGE

Employer Identification

Number: 362357423

North American Industry
Classification Systems

Code: 238

Parent Company: Kone Holdings, Inc.

Number of Employees: 100 to 499



205 Jefferson, 13th Floor
Mailing Address: P.O. Box 844
Jefferson City, MO 65102-0844
Telephone: (573) 751-2930
Fax: (573) 751-5710
E-Mail: fire@state.mo.gov
Website: www.state.mo.gov/fire

DEPARTMENT OF PUBLIC SAFETY
DIVISION OF FIRE SAFETY

July 16, 2018

KONE, Inc.
One Kone Court
Moling, IL 61265

Registration Number: 24

Initial Registration Date: 6/2/2016

Date License/Renewal Processed: 7/16/2018

Renewal Date Extended (two years): 06/02/2020

Your Contract License expires every two years and will require a new contract at time of expiration to update for the next two year/s.

In compliance with 701.350 RSMo and 11 CRS 40-5.180 of the Missouri Elevator Safety Act your facility has been registered or renewed with the Missouri Division of Fire Safety, Office of the State Fire Marshal.

Thank you.

J. Tim Bean
State Fire Marshal



**ADDENDUM #4 to RFB 02-22JAN20
ELEVATOR MAINTENANCE – TERM AND SUPPLY**

Boone County Purchasing

613 E. Ash Street, Room 109

Columbia, MO 65201

Liz Palazzolo, Senior Buyer

Phone: (573) 886-4392 – Fax: (573) 886-4390

Email: lpalazzolo@boonecountymo.org

BOONE COUNTY, MISSOURI

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

ADDENDUM # 4 - Issued February 7, 2020

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

1. The **bid submittal deadline** is extended:

FROM: 2:00 P.M. February 05, 2020

CHANGED TO: 2:00 P.M. Central Time February 07, 2020

Sealed bids will be accepted until **2:00 P.M. Central Time on Friday, February 07, 2020** in the Boone County Purchasing Office, 613 E. Ash, Room 109, Columbia, MO 65201.

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: _____
Liz Palazzolo, Senior Buyer
Boone County Purchasing

The bidder has examined **Addendum #4** 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:



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

Boone County Purchasing

613 E. Ash Street, Room 109

Columbia, MO 65201

Liz Palazzolo, Senior Buyer

Phone: (573) 886-4392 – Fax: (573) 886-4390

Email: lpalazzolo@boonecountymo.org

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 **AWARD:** 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.

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 normal*

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***

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. **Bidders shall use the following REVISED form when submitting their sealed bid.** 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).

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

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. 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

4.10.11. 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. 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.

4.10.11.1. 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: _____
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:



**ADDENDUM #2 to RFB 02-22JAN20
ELEVATOR MAINTENANCE – TERM AND SUPPLY**

Boone County Purchasing

613 E. Ash Street, Room 109

Columbia, MO 65201

Liz Palazzolo, Senior Buyer

Phone: (573) 886-4392 – Fax: (573) 886-4390

Email: lpalazzolo@boonecountymmo.org

BOONE COUNTY, MISSOURI

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

ADDENDUM # 2 - Issued January 22, 2020

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

1. The **bid submittal deadline** is extended:

FROM: 2:00 P.M. January 22, 2020

CHANGED TO: 2:00 P.M. Central Time February 05, 2020

Sealed bids will be accepted until **2:00 P.M. Central Time on Wednesday, February 05, 2020** in the Boone County Purchasing Office, 613 E. Ash, Room 109, Columbia, MO 65201.

BIDDERS' NOTE: A *third* addendum is being drafted to address a variety of questions raised since the RFB was released and the prebid conference/tour. The *third* addendum should be released in the next few business days. Please contact the Senior Buyer if you have any questions.

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:

**Liz Palazzolo, Senior Buyer
Boone County Purchasing**

The bidder has examined **Addendum #2 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:



**ADDENDUM #1 to RFB 02-22JAN20
ELEVATOR MAINTENANCE – TERM AND SUPPLY**

Boone County Purchasing

613 E. Ash Street, Room 109

Columbia, MO 65201

Liz Palazzolo, Senior Buyer

Phone: (573) 886-4392 – Fax: (573) 886-4390

Email: lpalazzolo@boonecountymmo.org

BOONE COUNTY, MISSOURI

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

ADDENDUM # 1 - Issued January 21, 2020

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

1. The **bid submittal deadline** is extended:

FROM: 2:00 P.M. January 22, 2020

CHANGED TO: 2:00 P.M. Central Time January 29, 2020

Sealed bids will be accepted until **2:00 P.M. Central Time on Wednesday, February 05, 2020** in the Boone County Purchasing Office, 613 E. Ash, Room 109, Columbia, MO 65201.

BIDDERS' NOTE: A second addendum is being drafted to address a variety of questions raised since the RFB was released and the prebid conference/tour. The second addendum should be released in the next few business days. Please contact the Senior Buyer if you have any questions.

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:

**Liz Palazzolo, Senior Buyer
Boone County Purchasing**

The bidder has examined **Addendum #1 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:



Request for Bid (RFB)

Boone County Purchasing

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

Liz Palazzolo, Senior Buyer

Phone: (573) 886-4392 – Fax: (573) 886-4390

Email: lpalazzolo@boonecountymo.org

Bid Data

Bid Number: **02-22JAN20**

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

Bid Submission Address and Deadline

Day / Date: **Wednesday, January 22, 2020**

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: **Wednesday, January 15, 2020**

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: **Wednesday, January 22, 2020**

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:
01/07/2020



County of Boone

Purchasing Department

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. Rebid: This RFB rebids services bid by RFB 51-30SEP19 which was not awarded. For more information on the previous bid, please contact the Buyer of Record.

1.1.3. **Pre-Bid Conference and Tour:**

A pre-bid conference will be conducted on **Wednesday, January 15, 2020 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 Features on Some Elevators:** Elevators at the Boone County Courthouse have locking doors for security reasons. The contractor shall be responsible for fully maintaining courthouse elevators with locking doors.

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.

All replacement materials and equipment shall carry a minimum 90-day warranty.

2.3.3.

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.

2.3.4.

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. Th 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.

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

- 2.7.2.

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 **Date of Award through One (1) Year** 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. **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 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/?vgnnextoid=75bce2e261405110VgnVCM1000004718190aRCRD&vgnnextchannel=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

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

Standard Terms and Conditions

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: 02-22JAN20 – Elevator Maintenance Services, Term and Supply

Business Name: _____

Address: _____

Telephone: _____

Contact: _____

Date: _____

Reason(s) for Not Bidding:

189-2020

CERTIFIED COPY OF ORDER

April Session of ~~the April~~ Adjourned

20

STATE OF MISSOURI

} ea.

County of Boone

23rd

April

Term. 20

20

In the County Commission of said county, on the

day of

20

the following, among other proceedings, were had, viz:

Now on this day, the County Commission of the County of Boone does hereby approve the attached Contract Amendment Number One to contract CC200475003 New 2020 Ford Police Interceptor Utility AWD 3.3L V6 Non-Turbo/Non-Hybrid Vehicles – Co-op Contract State of Missouri.

Terms of the amendment are stipulated in the attached Amendment. It is further ordered the Presiding Commissioner is hereby authorized to sign said Contract Amendment Number One.

Done this 23rd day of April 2020.

ATTEST:

Brianna L. Lennon
Brianna L. Lennon *DKB*
Clerk of the County Commission

Daniel Atwill

Daniel K. Atwill
Presiding Commissioner

Fred J. Parry
Fred J. Parry
District I Commissioner

Janet M. Thompson
Janet M. Thompson
District II Commissioner

Boone County Purchasing

Liz Palazzolo
Senior Buyer



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

MEMORANDUM

TO: Boone County Commission
FROM: Liz Palazzolo, CPPO, C.P.M.
DATE: April 16, 2020
RE: Amendment #1 to CC200475003 New 2020 Ford Police Interceptor
Utility AWD 3.3L V6 Non-Turbo/Non-Hybrid Vehicles – Co-op Contract
State of Missouri

Amendment #1 to contract CC200475003 for New 2020 Ford Police Interceptor Utility AWD 3.3L V6 Non-Turbo/Non-Hybrid Vehicles that was awarded January 16, 2020 (Commission Order 36-2020) is being amended to clarify the award detail and to add another vehicle for purchase:

2020 Ford Police Interceptor Utility (K8A) 3.3L V6 (Non-Turbo/Non-Hybrid) (line item 16 CC2200475003)	\$33,738.00
• Preparation Cost	\$1,095.00
• Cargo Dome Lamp (17T)	Std
• Global Lock/Unlock Feature (18D)	Std
• Dark Car Feature (43D)	Std
• Police Engine Idle Feature (47A)	Std
• Heated Mirrors (549)	Std
• Remote Keyless Entry Key Fob (55F)	Std
• Pre-Wiring Grille, Siren, Speaker (60A)	Std
• Radio Noise Suppression Bonds (60R)	Std
• Underbody Deflector Plate (76D)	Std
• Reverse Sensing (76R)	Std
• Tail Lamp /PI Housing Only (86T)	Std
• Front Headlamp/PI Housing Only	Std
• Class III Trailer Tow Receiver	Std
• Remappable Switches Steering Wheel	Std
• Rear Camera in Center Stack	Std
• Bluetooth (SYNC)	Std

- Interceptor Badge Std

Deleted Standard Options (Included in Totals Below)

- 1st & 2nd Row Carpet Flooring – DELETE –
Replace with Vinyl (-16C) (-\$20.00)
- Spot Lamp Driver Side (LED) - DELETE (-51R) (-\$240.00)
- 18” Full Wheel Covers - DELETE (-65L) –
Replace with Black Wheels/5” Chrome Center Caps (-\$20.00)

Added/Deleted Optional Equipment (Included in Totals Below)

- Spot Lamp Driver Side by Whelen (51T) \$399.00
- Interceptor Badge Delete (48/16D) No Charge
- Hidden Door-Lock Plunger with Rear Door Controls Inoperable
(Locks, Handles, and Windows) (48/52P) \$153.00
- Perimeter Anti-Theft Alarm – Activated by Hood, Door, or Liftgate
When unauthorized entry occurs, system will flash the headlamps,
Parking lamps, and sound the horn (48/593) \$114.00
- Rear Center Seat Delete – Deletes the center section of the 2nd row
Seat (Includes molded trim floor panel in lieu of center seat section)
(48/85R) No Charge
- Rear Console Plate (48/85R) \$42.00
- Trailer Two Lighting Package (24/52T) \$180.00
- OBD-II Split Connector – allows 2 devices to be connected
to the vehicle’s OBD-II port (48/61B) \$55.00
- Fleet keyed alike (Not fobbed alike) (48/59) \$49.00
- Exterior Color: TBD No Charge
- Rear Cloth Seat DELETE –
replaced with vinyl rear seat (F6) (\$40.00)
- JMF – Local Discount (48) (\$400.00)
- Rear Auxiliary Air (Added As Ordered Only) (20/17A) \$600.00
- Delivery Fee No Charge

FIRM, FIXED

**GRAND TOTAL STANDARD CONFIGURATION –
WITHOUT AUXILIARY REAR AIR**

\$35,105.00/EA

All other terms, conditions and prices of the original agreement remain unchanged.

Payment for the additional vehicle will be paid from Department 2901, Sheriff - Account 91400, Auto/Trucks: \$35,105.00.

This new purchase replaces a 2016 Ford Interceptor Sedan, Asset Tag 20114 that was totaled, see Commission Order 86-2020 dated February 20, 2020.

/lp

cc: Contract File

Commission Order: 189-2020

- Reverse Sensing (76R) Std
- Tail Lamp /PI Housing Only (86T) Std

- Front Headlamp/PI Housing Only Std
- Class III Trailer Tow Receiver Std
- Remappable Switches Steering Wheel Std
- Rear Camera in Center Stack Std

- Bluetooth (SYNC) Std
- Interceptor Badge Std

Deleted Standard Options (Included in Total Below)

- 1st & 2nd Row Carpet Flooring – DELETE – Replace with Vinyl (-16C)(-\$20.00)
- Spot Lamp Driver Side (LED) - DELETE (-51R) (-\$240.00)
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Replace with Black Wheels/5" Chrome Center Caps (-\$20.00)

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- OBD-II Split Connector – allows 2 devices to be connected
to the vehicle's OBD-II port (48/61B) \$55.00
- Fleet keyed alike (Not fobbed alike) (48/59) \$49.00
- Exterior Color: TBD No Charge
- Rear Cloth Seat DELETE – replaced with vinyl rear seat (F6)
(\$40.00)/JMF
- Line 48 - Local Discount (\$400.00)
- Delivery Fee No Charge

FIRM, FIXED**GRAND TOTAL STANDARD CONFIGURATION –
WITHOUT AUXILIARY REAR AIR****\$35,105.00/EA**

Commission Order: 189-2020

- 3. Except as specifically amended hereunder, all other terms, conditions and provisions of the original agreement shall remain in full force and effect.

IN WITNESS WHEREOF the parties through their duly authorized representatives have executed this agreement on the day and year first above written.

**MCLARTY CMFO, LLC
JOE MACHENS FORD LINCOLN**

DocuSigned by:
 By *Kelly Sells*
DC58707875654B7...
 Title Fleet Mgr

BOONE COUNTY, MISSOURI

By: Boone County Commission
 DocuSigned by:
Daniel K. Atwill
514484CE091E...
 Presiding Commissioner

APPROVED AS TO FORM:

DocuSigned by:
J. Johnson
70740EAE89D74DD...
 County Counselor

ATTEST:

DocuSigned by:
Brianna L Lennon by MT
7082DA9868C745...
 County Clerk

AUDITOR CERTIFICATION:

In accordance with RSMo 50.660, I hereby certify that a sufficient unencumbered appropriation balance exists and is available to satisfy the obligation(s) arising from this contract. (Note: Certification of this contract is not required if the terms of this contract do not create a measurable county obligation at this time.)

DocuSigned by: <u><i>Diane Reedford by jj</i></u> <small>4447B4E3F1C847D...</small>	4/15/2020	2901 – 91400: \$35,105.00
Signature	Date	Appropriation Account

190-2020

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

April Session of the April Adjourned

Term. 20²⁰

In the County Commission of said county, on the 23rd day of April 20²⁰

the following, among other proceedings, were had, viz:

Now on this day, the County Commission of the County of Boone does hereby temporarily amend County Personnel Policy 2.4, in response to the COVID-19 pandemic, to allow employees to retain an accrued vacation hours balance above the maximum allowable accumulation cap for vacation leave, through December 31, 2020.

Any employee who resigns or otherwise separates from the County between the effective date of the Order and December 31, 2020, will receive reimbursement for the amount of accrued vacation leave they have, up to a maximum of three times their annual vacation accrual rate.

Done this 23rd day of April 2020.

ATTEST:

Brianna L. Lennon
Brianna L. Lennon
Clerk of the County Commission *DKB*

Daniel Atwill
Daniel K. Atwill
Presiding Commissioner

Fred J. Parry
Fred J. Parry
District I Commissioner

Janet M. Thompson
Janet M. Thompson
District II Commissioner

191 -2020

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

April Session of the April Adjourned

20
Term. 20

County of Boone

} ea.

In the County Commission of said county, on the

23rd

day of April

20
20

the following, among other proceedings, were had, viz:

Now on this day, the County Commission of the County of Boone does hereby re-appoint the following:

Name	Board	Period
Gary German	Health Trust Committee	April 1, 2020 thru March 31, 2023
Robert Sapp	Health Trust Committee	April 1, 2020 thru March 31, 2023
Yoko Gely	Boone County Family Resources	April 1, 2020 thru March 31, 2023
Tatha Todd	Senior Citizen Services Corporation	April 1, 2020 thru March 31, 2023

Done this 23rd day of April 2020.

ATTEST:

Brianna L. Lennon
 Brianna L. Lennon
 Clerk of the County Commission *BKL*

Daniel Atwill

Daniel K. Atwill
Presiding Commissioner

Fred J. Parry
 Fred J. Parry
 District I Commissioner

Janet M. Thompson
 Janet M. Thompson
 District II Commissioner

Dan Atwill, Presiding Commissioner
Fred J. Parry, District I Commissioner
Janet Thompson, District II Commissioner



Boone County Government Center
801 E. Walnut, Room 333
Columbia, MO 65201
573-886-4305 - FAX 573-886-4311
E-mail: commission@boonecountymo.org

Boone County Commission

BOONE COUNTY BOARD OR COMMISSION APPLICATION FORM

Board or Commission: Health Trust Committee
Name: Robert Sapp
Home Address: 19301 Old Hwy 63 South
City: Hartsburg **Zip Code:** 65039
Business Address: Boone County Road and Bridge
City: Columbia **Zip Code:** 65201
At which address would you prefer to be contacted?
E-mail: Robsapp68@gmail.com
Phone (Home): (573)881-4946 **Phone (Work):** (573)449-8515
Fax: _____

Qualifications:
Road and Bridge employee

Past Community Service:
Health Trust Committee- member Scouts of America(BSA)- Scoutmaster, Committee Member

References:

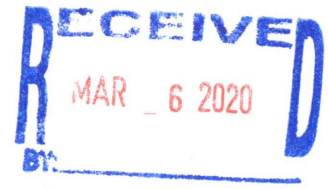
I have no objections to the information in this application being made public. To the best of my knowledge at this time I can serve a full term if appointed. I do hereby certify that the above information is true and accurate.

Applicant Signature

**Return Application
To:**

**Boone County Commission Office
Boone County Government Center
801 East Walnut, Room 333
Columbia, MO 65201
Fax: 573-886-4311**

An Affirmative Action/Equal Opportunity Institution



Application for Appointment to Board of Director of Boone County Family Resources

Boone County Family Resources was established in 1976 with the passage of a special property tax levy. The agency, through its Board of Directors, purchases and provides services for eligible persons of all ages with developmental disabilities. As an administrative agent of the Department of Mental Health, the scope of services has expanded since establishment of the agency, and has grown to include residential services, vocational and practical living skills training, and family support services. The agency is nationally accredited and has a multi-million dollar budget. Additional information about the agency may be obtained at the agency's website, www.bcfr.org, or by contacting the agency.

Composition of the board of directors must meet the statutory requirements of the enabling legislation. Additionally, persons appointed to the board must comply with the provisions of the bylaws of the board, agency policy and the resolution adopted by the Board regarding disclosure of potential conflicts of interest on file with the Missouri Ethics Commission. Board members of Boone County Family Resources also serve on the board of Life and Work Connections, Inc., a Section 501(c)(3) corporation that provides vocational services to young adults through a contractual arrangement with Boone County Family Resources. As appointees of a statutorily created entity with broad powers, board members have certain fiduciary duties, which require that they conduct themselves without conflict to the interest of the agency they serve. Conflicts of interest are not prohibited, but disclosure is critical. Disclosure should not be construed as creating a presumption of impropriety or as automatically precluding someone from participation. Rather, it reflects the recognition of the many factors that can influence one's judgment and a desire to make as much information as possible available to other participants. Potentially conflicting interests may relate to programs and services or operations, such as contracts with third parties.

APPLICATION

Name: Gely Yoko F
Last First Middle Initial

Home Address: 2204 Port Townsend Ct.

City: Columbia Zip: 65203

Employment Address: NA

City: NA Zip: NA

At which address would you prefer to be contacted: Home Business

Email Address (where you wish to be contacted): yokogely@hotmail.com

Home Phone: (573) 445-9684 Business Phone: (513) 602-9037
(cel)

Section 205.970 RSMo requires that at least 7 of the board members be residents of the county where the facility is located. Are you a Boone County resident and how long have you lived in Boone County? 6 Years 10 Months

Are you a registered voter? Yes No

Have you previously served as a member of a board? If yes, identify the board and the dates of service.

I have served as a member of Boone County Family Resources board of directors since 2016.

What other professional, civic or community endeavors are you currently involved in?

I am a CASA volunteer since 7/5/17 and I also serve as a Council Member of Fairview United Methodist Church.

Are you or have you previously held any local, state or federal government positions, appointments or elected office(s)? If so, please list dates and positions held.

No.

Section 205.970, Revised Statutes of Missouri, requires that at two of the nine members of the board of directors be related by blood or marriage within the third degree to a handicapped person as defined in Section 205.968 as a person who is "lower range educable or upper range trainable mentally retarded or a person who has a developmental disability." Are you related by blood or marriage within the third degree to a handicapped person as defined in Missouri statutes?

[Relationships in the third degree include mother, father, child, brother, sister, (including half, step and in-law relationships in these same categories), and grandparent, grandchild, aunt, uncle, niece, nephew, great grandparent, great grandchild.] If yes, please identify the person and the relationship.

Pablo Gely SON
Person Relationship

For purposes of the following questions, "related family member" is defined to include relationships within the third degree by blood or marriage. [Relationships in the third degree include mother, father, child, brother, sister, (including half, step and in-law relationships in these same categories), and grandparent, grandchild, aunt, uncle, niece, nephew, great grandparent, great grandchild.]

Have you or a related family member applied for eligibility and been determined eligible or ineligible for services of Boone County Family Resources at any time? If yes, identify the individual who applied, their relationship to you and the date of application.

Yes. My son Pablo has applied and received services since 8/2013.

Explain briefly why you are seeking this position and identify any special qualifications you have for this position.

Besides being a mother for the individual with disability, I have worked as a social worker and a paraprofessional to serve individuals with special needs in the past.

Do you or any related family member have any financial interest, directly or indirectly, in any contract or subcontract with Boone County Family Resources; or have you or a related family member been employed by any agency or entity that contracts or subcontracts with Boone County Family Resources; or in the sale to Boone County Family Resources of land, materials, supplies, or services? If yes, please explain.

No

Are you or any related family member now or have you or a related family member ever been employed by Boone County Family Resources? If so, please give dates of employment and position held.

No.

Do you or does any related family member have any other interest which might conflict or be perceived to conflict with your duty of loyalty to the interests of Boone County Family Resources? If so, identify the interest and the relationship.

No

Have you ever been arrested, charged, or convicted of any felony? Yes No
If yes, please explain.

Have you ever been disciplined, cited, or sanctioned for a breach of ethics or unprofessional conduct by, or been the subject of a complaint to any court, administrative agency, professional association, disciplinary committee, or other professional group? Yes No
If yes, please explain.

Are your Boone County taxes paid in full to date? Yes No

If "No", please explain.

References:

<u>Bob Barley</u>	<u>Friend</u>	<u>(573)446-8157</u>	<u>7 years</u>
Name	Nature of Relationship	Contact Information	Years Known
<u>Rev. Sandy Schaller</u>	<u>Pastor</u>	<u>(314)239-6221</u>	<u>5 years</u>
Name	Nature of Relationship	Contact Information	Years Known

By my signature, I agree to comply fully with board policy, bylaws, and conflict of interest requirements of the board of directors and certify that the information above is complete and accurate to the best of my knowledge and that should a potential conflict arise during my term, I will bring it to that attention of the Board of Directors of Boone County Family Resources.

Signature



Date

2/4/2020

Dan Atwill, Presiding Commissioner
Fred J. Parry, District I Commissioner
Janet Thompson, District II Commissioner



Boone County Government Center
801 E. Walnut, Room 333
Columbia, MO 65201
573-886-4305 - FAX 573-886-4311
E-mail: commission@boonecountymo.org

Boone County Commission

BOONE COUNTY BOARD OR COMMISSION APPLICATION FORM

Board or Commission: Senior Citizen Services Corporation

Name: Tatha Todd

Home Address: 905 W Old Plank Rd

City: Columbia **Zip Code:** 65203

Business Address: _____

City: Columbia **Zip Code:** 65203

At which address would you prefer to be contacted?

E-mail: ttodd@fscb.com

Phone (Home): (573)874-3738 **Phone (Work):** (573)818-3765

Fax: _____

Qualifications:

My mother is a current resident at the Bluffs and due to an early medical condition my mother has been living in nursing facilities for the last 16 years. Because of this I am very familiar with nursing facilities and their operations. I am also very passionate about the elderly population and feel all residents of nursing facilities should have a voice, someone that cares about their needs has human beings and deserving of a home that puts these needs above all else.

Past Community Service:

I am very active with the United Way and the Columbia Chamber of Commerce. I have also been very active with the Relay for Life.

References:

Joe Miller, President, First State Community Bank, 573-818-3784 Mike Parks, Columbia Airport Randy Cole, City of Columbia

I have no objections to the information in this application being made public. To the best of my knowledge at this time I can serve a full term if appointed. I do hereby certify that the above information is true and accurate.

Applicant Signature

**Return Application
To:**

**Boone County Commission Office
Boone County Government Center
801 East Walnut, Room 333
Columbia, MO 65201
Fax: 573-886-4311**

An Affirmative Action/Equal Opportunity Institution

192-2020

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

April Session of the April Adjourned

Term. 20 20

County of Boone

In the County Commission of said county, on the

23rd

day of

April

20 20

the following, among other proceedings, were had, viz:

Now on this day, the County Commission of the County of Boone does hereby adopt a Resolution supporting the Economic Development Administration Grant for the Ranken Technical College project in Southern Boone County. The terms of the Resolution are set out in the attached document and the Presiding Commissioner is authorized to sign the same.

Done this 23rd day of April 2020.

ATTEST:

Brianna L. Lennon
Brianna L. Lennon
Clerk of the County Commission *DKB*

Daniel Atwill

Daniel K. Atwill
Presiding Commissioner

Fred J. Parry
Fred J. Parry
District I Commissioner

Janet M. Thompson
Janet M. Thompson
District II Commissioner

RESOLUTION

APPROVING THE COMMITMENT OF LOCAL MATCH FOR ECONOMIC DEVELOPMENT ADMINISTRATION GRANT APPLICATION IN THE AMOUNT OF \$100,000.

WHEREAS, the Economic Development Administration has grants funds available that provide regions with comprehensive and flexible resources to address a wide variety of local economic development needs, and

WHEREAS, these grants funds are designed to leverage existing assets and support implementation of local economic development strategies to advance economic prosperity, and

WHEREAS, Boone County, Missouri is supportive of the application to construct a Ranken Technical College facility in Ashland and complete the extension of Perry Avenue that is required in order to provide appropriate access to the facility, and

WHEREAS, the project is consistent with the regional Comprehensive Economic Development Strategy and local development priorities, to promote workforce development initiatives that focus on technical skills and closely incorporate employer-based curriculum,

WHEREAS, Southern Boone School District, along with the City of Ashland (co-applicant), is prepared to execute said project in a timely manner upon approval of the application by the Economic Development Administration,

NOW, THEREFORE, it is resolved by the Boone County Commission that One Hundred Thousand Dollars (\$100,000.00) will be appropriated and available as unencumbered funds for local match of said EDA grant application.

Dated this 23rd day of April, 2020

Boone County Commission

By:

Daniel Atwill

Daniel K. Atwill, Presiding Commissioner

Attest:

Brianna L. Lennon

Brianna L. Lennon, Boone County Clerk

DKB

April 22, 2020

Boone County Commission
801 East Walnut, Suite 333
Columbia, Mo 65201

Commissioners Atwill, Parry and Thompson,

The Boone Hospital Board of Trustees is pleased to support the request for funding submitted by the City of Ashland and the Southern Boone County R-1 School District for strategic opportunities funding from Boone County's Community Health Fund. We understand that these efforts are being made in hopes of receiving a \$7 million grant from the Economic Development Administration that will help establish a campus for Ranken Technical College in Southern Boone County.

We understand that Ranken will offer certification and degree programs in the areas of Certified Nursing Assistants, Licensed Practical Nursing, Emergency Medical Technicians, and Medical Information Technology. As you know, there is a significant nursing shortage in our community and throughout the state of Missouri. Having another institution in our community helping to fill this critical need will be of great value to Boone Hospital and other healthcare facilities throughout Boone County.

The Boone Hospital Board of Trustees stands in support of this application and encourages your serious consideration of this request. As our community works to recover from the COVID-19 crisis, there will be an urgent need for additional medical personnel and for job training that benefits all sectors of our local economy.

Thank you, in advance, for your consideration of this proposal.

On behalf of the Boone Hospital Board of Trustees,



Jerry Kennett, MD

Chair

Boone Hospital Board of Trustees