



**CITY OF SPRINGFIELD, MISSOURI
DIVISION OF PURCHASES
INVITATION FOR BID #143-2016**

THIS IS NOT AN ORDER

RETURN

TO: Margaret Juarez, Buyer
City of Springfield
Division of Purchases
218 E. Central
Springfield, MO 65802

Date Issued: February 26, 2016
Buyer's Email: mjuarez@springfieldmo.gov
Telephone Number: 417-864-2079
Fax Number: 417-864-1927
DUE DATE: MARCH 16, 2016

SEALED BIDS MUST BE PHYSICALLY RECEIVED IN THE DIVISION OF PURCHASES PRIOR TO 3:00 P.M. ON WEDNESDAY, MARCH 16th, 2016. Bids will be opened by the buyer at the location listed above.

- Bids shall be submitted on the forms provided and must be manually signed by the individual authorized to legally bind the company.
- Bids shall be submitted with the IFB number clearly indicated on the outside of the mailing envelope.
- Bids received after the opening date and time will be rejected.
- The attached Terms and Conditions shall become part of any purchase order resulting from this bid.
- **FAXED/EMAILED BIDS WILL NOT BE ACCEPTED.**

You are invited to submit your bid to furnish the materials and/or services described herein. Please submit your prices/fees net of all discounts.

DESCRIPTION

ELEVATOR & ESCALATOR INSPECTION & MAINTENANCE

See attached General Conditions, Specifications, and Bid Form for detailed information.

DELIVERY: F.O.B. DESTINATION

The articles to be furnished hereunder shall be delivered all transportation charges paid by the bidder to destination.

**CITY OF SPRINGFIELD
INSTRUCTION TO BIDDERS**

01. Opening Location

The Bids will be opened at the City of Springfield, Division of Purchases, 218 E. Central, Springfield, MO 65802 in the presence of Purchasing officials at the due date and time indicated on the IFB. All bidders or their representatives are invited to attend the opening of the IFB.

02. IFB Delivery Requirements

Any Bids received after the above stated time and date will not be considered. It shall be the sole responsibility of the bidder to have their Bid delivered to the Division of Purchases for receipt on or before the due date and time indicated. If a Bid is sent by U.S. Mail, the bidder shall be responsible for its timely delivery to the Division of Purchases office. Bids delayed by mail shall not be considered, shall not be opened, and shall be rejected. Arrangements may be made for their return at the bidder's request and expense. Bids may be mailed to the Division of Purchases and accepted if the signed bid form and required information was mailed and received prior to the due date and time. Bids sent by email will not be accepted.

03. Sealed and Marked

If sent by mail, one original signed Bid shall be submitted in one sealed package, clearly marked on the outside of the package with the Invitation for Bid number and addressed to:

City of Springfield
Division of Purchases
218 E. Central
Springfield, MO 65802

04. Legal Name and Signature

Bids shall clearly indicate the legal name, address, and telephone number of the bidder (company, firm, corporation, partnership, or individual). Bids shall be manually signed above the printed name and title of signer on the Affidavit of Compliance page. The signer shall have the authority to bind the company to the submitted Bid. Failure to properly sign the Bid form shall invalidate same, and it shall not be considered for award.

05. Corrections

No erasures are permitted. If a correction is necessary, draw a single line through the entered figure and enter the corrected figure above it. Corrections must be initialed by the person signing the Bid.

06. Clarification and Addenda

Each bidder shall examine all Invitation for Bid documents and shall judge all matters relating to the adequacy and accuracy of such documents. Any inquiries or suggestions, concerning interpretation, clarification, or additional information pertaining to the Invitation for Bid shall be made through the Division of Purchases in writing or through email. The Division of Purchases shall not be responsible for oral interpretations given by any City employee, representative, or others. The issuance of written addenda is the official method whereby interpretation, clarification, or additional information can be given.

It shall be the responsibility of each bidder, prior to submitting their Bid, to contact the Division of Purchases at phone number 417-864-1620, or to check the Purchasing website to determine if addenda were issued and to make such addenda a part of their Bid at: www.springfieldmo.gov/bids

07. IFB Expenses

All expenses for making Bids to the City are to be borne by the bidder.

08. Irrevocable Offer

Any Bid may be withdrawn up until the due date and time set for opening of the IFB. Any Bid not so withdrawn shall, upon opening, constitute an irrevocable offer for a minimum period of 90 days to sell to the City the goods or services set forth in the IFB, until one or more of the Bids have been duly accepted by the City.

09. Responsive and Responsible Bidder

To be responsive, a bidder shall submit a Bid which conforms in all material respects to the requirements set forth in the Invitation for Bid. To be a responsible bidder, the bidder shall have the capability in all respects to perform fully the contract requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment and credit which will ensure good faith performance. The lowest responsible bidder shall mean the bidder who makes the lowest Bid to sell goods or services of a quality which conforms closest to the quality of goods or services set forth in the specifications or otherwise required by the City and who is known to be fit and capable to perform the Bid as made.

10. Reserved Rights

The City reserves the right to make such investigations as it deems necessary to make the determination of the bidder's responsiveness and responsibility. Such information may include, but shall not be limited to: current financial statement, verification of availability of equipment and personnel, and past performance records.

11. The Right to Audit

The bidder agrees to furnish supporting detail as may be required by the City to support charges or invoices, to make available for audit purposes all records covering charges pertinent to the purchase, and to make appropriate adjustments in the event discrepancies are found. The cost of any audit

will be paid by the City. The City shall have the right to audit the bidder's records pertaining to the work/product for a period of three (3) years after final payment.

12. Applicable Law

All applicable laws and regulations of the State of Missouri and the City including the City Procurement Regulations and Procedures will apply to any resulting agreement, contract, or purchase order. Any involvement with the City Procurement shall be in accordance with the Procurement Regulations and Procedures.

13. Right to Protest

Appeals and remedies are provided for in the City Procurement Regulations. Protestors shall seek resolution of their complaints initially with the City Purchasing Agent.

Any protest shall state the basis upon which the solicitation or award is contested and shall be submitted within ten (10) calendar days after such aggrieved person knew or could have reasonably been expected to know of the facts giving rise thereto.

14. Ethical Standards

With respect to this IFB, if any bidder violates or is a party to a violation of the general ethical standards of the City Procurement Code or the State of Missouri Statutes, such bidder may be disqualified from furnishing the goods or services for which the Bid is submitted and shall be further disqualified from submitting any future Bids. A copy of the City's General Ethical Standards is available at the Division of Purchases.

15. Collusion

By offering a submission to this Invitation for Bid, the bidder certifies the bidder has not divulged, discussed, or compared the Bid with other bidders and has not colluded with any other bidder or parties to this IFB whatsoever. Also, the bidder certifies, and in the case of a joint Bid, each party thereto certifies as to their own organization, that in connection with this IFB:

- a. Any prices and/or cost data submitted have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices and/or cost data, with any other bidder or with any competitor.
- b. Any prices and/or cost data for this Bid have not knowingly been disclosed by the bidder and will not knowingly be disclosed by the bidder prior to the scheduled opening directly or indirectly to any other bidder or to any competitor.
- c. No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a Bid for the purpose of restricting competition.
- d. The only person or persons interested in this Bid, principal or principals are named therein and that no person other than therein mentioned has any interest in this Bid or in the contract to be entered into.
- e. No person or agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee exempting bona fide employees or established commercial agencies maintained by the Purchaser for the purpose of doing business.

16. Contract Forms

Any agreement, contract, or purchase order resulting from the acceptance of a Bid shall be on forms either supplied by or approved by the City.

17. Liability and Indemnity

- a. In no event shall the City be liable to the Contractor for special, indirect, or consequential damages, except those caused by the City's gross negligence or willful or wanton misconduct arising out of or in any way connected with a breach of this contract. The maximum liability of the City shall be limited to the amount of money to be paid or received by the City under this contract.
- b. The Contractor shall defend, indemnify and save harmless the City, its elected or appointed officials, agents and employees from and against any and all liability, suits, damages, costs (including attorney fees), losses, outlays and expenses from claims in any manner caused by, or allegedly caused by, or arising out of, or connected with, this contract, or the work or any subcontract thereunder (the Contractor hereby assuming full responsibility for relations with subcontractors), including, but not limited to, claims for personal injuries, death, property damage, or for damages from the award of this contract to Contractor.
- c. The Contractor shall indemnify and hold the City harmless from all wages or overtime compensation due any employees in rendering services pursuant to this agreement or any subcontract, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act, the Missouri Prevailing Wage Law or any other federal or state law.

18. IFB Forms, Variances, Alternates

Bids must be submitted on attached City IFB forms, although additional information may be attached. Bidders must indicate any variances from the City requested specifications and/or terms and conditions, on the IFB Affidavit of Compliance. Otherwise, bidders must fully comply with the City requested specifications and terms and conditions. Alternate Bids may or may not be considered at the sole discretion of the City Purchasing Agent.

19. Bid Form

All blank spaces must be completed with the appropriate response. The bidder must state the price, written in ink, for what is proposed to complete each item of the project. Bidders shall insert the words "no bid" in the space provided for an item for which no Bid is made. The bidder shall submit an executed Bid form, affidavit of compliance with other requested documents.

20. Modifications or Withdrawal of Bid

A modification for a Bid already received will be considered only if the modification is received prior to the time announced for opening of Bids. All modifications shall be made in writing, executed, and submitted on the same form and manner as the original Bid. Modifications submitted by telephone, fax, or email will not be considered.

21. No Bid

If not submitting a Bid, respond by returning the "Statement of No Bid" no later than the stated Bid opening time and date, and explain the reason in the space provided.

22. Errors in Bids

Bidders or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting Bids; failure to do so will be at the bidder's own risk. Neither law nor regulations make allowance for errors either of omission or commission on the part of bidders. In case of error of extension of prices in the Bid, the unit price shall govern.

23. Prices Bid

Give both unit price and extended total. Price must be stated in units of quantity specified in the bidding specifications. In case of discrepancy in computing the amount of the Bid, the unit price of the Bid will govern. All prices shall be F.O.B. destination, freight prepaid (unless otherwise stated in special conditions). Each item must be bid separately and no attempt is to be made to tie any item or items in with any other item or items. If a bidder offers a discount on payment terms, the discount time will be computed from the date of satisfactory delivery at place of acceptance and receipt of correct invoice at the office specified. Payment terms shall be Net 30 if not otherwise specified. Pre-payment terms are not acceptable.

24. Discounts

Any and all discounts except cash discounts for prompt payments must be incorporated as a reduction in the Bid price and not shown separately. The price as shown on the Bid shall be the price used in determining award(s).

25. Descriptive Information

All equipment, materials, and articles incorporated in the product/work covered by this IFB are to be new and of suitable grade for the purpose intended. Brand or trade names referenced in specifications are for comparison purposes only. Bidders may submit Bids on items manufactured by other than the manufacturer specified when an "or equal" is stated.

26. Deviations to Specifications and Requirements

When bidding on an "or equal," Bids must be accompanied with all descriptive information necessary for an evaluation of the proposed material or equipment such as the detailed drawings and specifications, certified operation and test data, and experience records. Failure of any bidder to furnish the data necessary to determine whether the product is equivalent, may be cause for rejection of the specific item(s) to which it pertains. All deviations from the specifications must be noted in detail by the bidder on the Affidavit of Compliance form, at the time of submittal of Bid. The absence of listed deviations at the time of submittal of the Bid will hold the bidder strictly accountable to the specifications as written. Any deviation from the specifications as written and accepted by the City may be grounds for rejection of the material and/or equipment when delivered.

27. Samples (if required)

For certain types of procurements, samples may be required. If samples are required, it will be stated in the IFB. The following conditions and requirements apply to all samples submitted.

- a. The samples submitted by bidders on items for which they have received an award may be retained by the City until the delivery of contracted items is completed and accepted. Bidders whose samples are retained may remove them after delivery is accepted.
- b. Samples not retained must be removed as soon as possible after award has been made on the item or items for which the samples have been submitted. The City will not be responsible for such samples not removed by the bidder within 30 days after the award has been made. The City reserves the right to consume any or all samples for testing purposes.
- c. Bidders shall make all arrangements for delivery of samples to place designated as well as the removal of samples. Cost of delivery and removal of samples shall be borne by the bidder.
- d. All samples packages shall be marked "Sample for Division of Purchases" and each sample shall bear the name of the bidder, item number, Bid number, and shall be carefully tagged or marked in a substantial manner. Failure of the bidder to clearly identify samples as indicated may be considered sufficient reason for rejection of Bid.

28. Quality Guaranty

If any product delivered does not meet applicable specifications or if the product will not produce the effect that the bidder represents to the City, the bidder shall pick up the product from the City at no expense. Also, the bidder shall refund to the City any money which has been paid for same. The bidder will be responsible for attorney fees in the event the bidder defaults and court action is required.

29. Quality Terms

The City reserves the right to reject any or all materials if, in its judgment, the item reflects unsatisfactory workmanship, manufacturing, or shipping damages.

30. Tax-Exempt

The City is exempt from sales taxes and Federal Excise Taxes: Missouri Tax ID Number 12493651.

31. Awards

- a. Unless otherwise stated in the Invitation for Bid, cash discounts for prompt payment of invoices will not be considered in the evaluation of prices. However, such discounts are encouraged to motivate prompt payment.
- b. As the best interest of the City may require, the right is reserved to make awards by item, group of items, all or none, or a combination thereof; to reject any and all Bids or waive any minor irregularity or technicality in Bids received.
- c. Awards will be made to the Bidder whose Bid (1) meets the specifications and all other requirements of the Invitation for Bid and (2) is the lowest and best Bid, considering price, delivery, responsibility of the bidder, and all other relevant factors.

32. Authorized Product Representation

The successful bidder(s) by virtue of submitting the name and specifications of a manufacturer's product will be required to furnish the named manufacturer's product. By virtue of submission of the stated documents, it will be presumed by the City that the bidder(s) is legally authorized to submit and the successful bidder(s) will be legally bound to perform according to the documents.

33. Regulations

It shall be the responsibility of each bidder to assure compliance with OSHA, EPA, Federal, State of Missouri, and City rules, regulations, or other requirements, as each may apply.

34. Termination of Award

Any failure of the bidder to satisfy the requirements of the City shall be reason for termination of the award. Any Bid may be rejected in whole or in part for good cause when in the best interest of the City.

35. Royalties and Patents

The successful bidder(s) shall pay all royalties and license fees for equipment or processes in conjunction with the equipment being furnished. Bidder shall defend all suits or claims for infringement of any patent right and shall hold the City harmless from loss on account or cost and attorney's fees incurred.

36. Equal Employment Opportunity Clause

The City of Springfield, in accordance with the provision of Title VI of the Civil Rights Act of 1964 (78 Stat. 252) and the Regulations of the Department of Commerce (15 CFR, Part 8) issued pursuant to such Act, hereby notifies all bidders that affirmatively ensure that in any contract entered into pursuant to this advertisement that minority businesses will be afforded full opportunity to submit Bids in response to this advertisement and will not be discriminated against on the grounds of race, color, or national origin in consideration for award.

37. Bid Tabulation

Bidders may request a copy of the bid tabulation of the Invitation for Bid.

38. Budgetary Constraints

The City reserves the right to reduce or increase the quantity, retract any item from the Bid, or upon notification, terminate entire agreement without any obligations or penalty based upon availability of funds.

39. Additional Purchases by Other Public Agencies

The bidder by submitting a Bid authorizes other public agencies to "Piggy-Back" or purchase equipment and services being proposed in this Invitation for Bid unless otherwise noted on the Affidavit of Compliance Form.

40. Order of Precedence

Any and all Special/General Conditions and Specifications attached hereto, which varies from the instruction to bidders, shall take precedence.

41. Affidavit for Service Contracts

The Bidder represents, in accordance with RSMO 285.530.2 that they have not employed, or subcontracted with, unauthorized aliens in connection with the scope of work to be done under the IFB and agrees to provide an affidavit to the City of Springfield affirming that they have not, and will not in connection with the IFB, knowingly employ, or subcontract with, any person who is an unauthorized alien.

42. Inspection and Acceptance

No item(s) received by the City pursuant to this contract shall be deemed accepted until the City has had reasonable opportunity to inspect the item(s). Any item(s) which are discovered to be defective or which do not conform to any warranty of the Seller upon inspection may be returned at the seller's expense for full credit or replacement. If at a later time, the defects were not ascertainable upon the initial inspection may also be returned at the Seller's expense for full credit or replacement. The City's return of defective items shall not exclude any other legal, equitable or contractual remedies the City may have.

**CITY OF SPRINGFIELD
GENERAL TERMS AND CONDITIONS
IFB #143-2016**

1. **INTRODUCTION:** The City of Springfield is requesting bids from qualified organizations to provide the City with elevator and escalator maintenance as well as performing annual state inspections at City buildings. All bidders shall meet the minimum requirements set forth herein for a period of one year from the date of Notice to Proceed.

2. **GENERAL DESCRIPTION OF WORK:**
 - (A) Full Service Maintenance and Repair;
 - (B) Oil and Grease Maintenance and Repair Service;
 - (C) Maintenance and Repair Service on an as required, if required basis for each location;
 - (D) Perform annual State Inspections on Elevator and Escalators as needed.
 - 2.1 The Annual Safety Test, Certificate of Maintenance, and Five (5) Year Safety Test shall be priced individually for the locations that require service on an as required, if required basis.
 - 2.2 The Contractor shall report immediately any repairs necessary to bring the elevator(s)/escalator(s) into compliance with the State of Missouri Elevator Safety Act and Rules, RSMo 701.350 through 701.380 11 CSR 40-5.010 through 40-5.150, latest revision and any other applicable local or Federal rules, regulations or laws. For repairs required not included in Part A, B, or C, the Contractor shall provide a quote to make the necessary repair and present it to the responsible City representative for review and acceptance.
 - A. **Full Service Maintenance and Repair:** Regularly scheduled complete comprehensive maintenance and repair service; includes Annual Safety Test and Certificate of Maintenance. Does not include Major Repairs. Five year safety test shall be priced separately.
 - B. **Oil and Grease Maintenance and Repair:** See Specifications/Requirements.
 - C. **Maintenance and Repair Service as required, if required:** Services shall be provided upon request by the City at the rates offered in the quotation.
 - D. **Annual Safety Test:** Shall be performed in the presence of the State of Missouri certified inspector.
 - E. **Certificate of Maintenance:** Shall be performed in the presence of a State of Missouri certified inspector.
 - F. **Five Year Safety Test:** Shall be performed in the presence of a State of Missouri certified inspector.
 - G. **Annual State Inspection:** Shall be performed by a State of Missouri certified inspector as needed by the departments.

3. **MULTIPLE AWARD/OPTIONAL LOCATIONS:** The City may, in its sole discretion, award one or more contracts to one or more contractors for any combination of Part A through Part G. The City may make initial award of one or

more locations; and the City may make subsequent awards of additional locations or deletions at any time during the remaining term of the contract. Each elevator/escalator shall be evaluated independently and awarded accordingly.

4. **PRE-BID SITE INVESTIGATION:** All Bidders are strongly encouraged to inspect the facilities prior to submitting a bid. Contact the following individuals to inspect existing locations:

- Gail Fangrow, General Services 417-864-1952
- Jerry Wilson, Airport 417-868-0500 Ext 2100 or Cell 417-839-2006
- Tyra Knox, Art Museum 417-837-5700

5. **BID EVALUATION:** Any contract award(s) resulting from this Invitation for Bid shall be made following the evaluation of all bids which are responsive to the terms, conditions, and provisions listed herein. The City will be the sole judge as to the acceptability, for our purposes, of any and all bids. The award criteria shall be:

5.1 **Cost:** The evaluation of cost will be based on the prices quoted for the original contract period. Any cost and/or pricing data submitted by the bidder or related to the bidder's quotation shall be subject to evaluation if deemed in the best interests of the City.

5.2 **Method of Operating Approach:** The bidder should include a brief narrative with their bid submission addressing the following points:

5.2.1 Demonstrated experience and expertise of the bidder and its staff in providing products or service of a similar nature to clients comparable to the City for a minimum period of five (5) years.

5.2.2 Demonstration of a complete understanding of the City's requirements, and the approach to planning, implementing, and performing the Scope of Work.

5.2.3 The capability of the bidder to provide the necessary resources to accomplish the Scope of Work.

5.2.4 The bidder should provide reference information as follows for at least three (3) current customers who utilize services from the bidder which are similar to the requirements contained in the Scope of Work of this IFB.

- 5.4.1 Company name
- 5.4.2 Contact name and title
- 5.4.3 City and state
- 5.4.4 Telephone number including area code
- 5.4.5 Description of the services provided
- 5.4.6 Availability status if contact is requested by the City

5.2.5 Other pertinent information which may have a bearing on the Bidder's capability to provide the required products and services.

6. **APPROVAL OF EMPLOYEES:** The Contractor agrees and understands that the City of Springfield's Agreement to the Contract may be predicated, in part and among other considerations, on the utilization of the specific individual(s) and/or personnel qualification(s) as identified and/or described in the Contractor's quotation.

Therefore, the Contractor agrees that no substitution of such specific individual(s) and/or personnel qualifications shall be made without the prior written approval of the City. The Contractor further agrees that any substitution made pursuant to this paragraph may be equal to or better than originally proposed and that the City's approval of a substitution shall not be construed as an acceptance of the substitution's performance potential. The City of Springfield agrees that an approval of a substitution will not be unreasonably withheld.

7. **PERFORMANCE:** The City will require the Contractor to immediately reassign employees, which, in the City's sole opinion, have performed unsatisfactorily the services described within the bidding document.
8. **INCURRED COSTS:** The City reserves the right to accept or reject any or all bids or parts thereof. The City is not obligated for any costs whatsoever incurred by the Bidder in the preparation or submittal of a response hereto.
9. **BIDS:** All bids must be firm and irrevocable for ninety (90) days after the bid has opened.
10. **TERM:** For a period of one year from the date of the Notice to Proceed. The City may, at its option, extend the contract for up to four (4) additional one-year terms.
11. **ESCALATION/DE-ESCALATION:** Bid prices shall remain firm for a period of one (1) year from the date of award. The contract prices may be changed after the first year for the following reasons:

An increase or decrease in the supplier's cost of materials may be justification for price change; however, this shall not be construed in any way to increase vendor's margin of profit.

All written request for price increase must include backup documentation as to the nature of the increase and shall be submitted to the City Purchasing Agent at least 60 days prior to the scheduled price increase/decrease or renewal of contract. Approval of each request shall be by written confirmation from the City Purchasing Agent. If the City should consider said increase unwarranted or unreasonable, the City reserves the right to terminate the contract with the vendor. Any price decline at the manufacturer's level shall be reflected in an immediate reduction of the contract prices and the vendor shall notify the buyer of said decline.

12. **INSURANCE REQUIREMENTS:** Without limiting any of the other obligations or liabilities of the Contractor, the Contractor shall secure and maintain at its own cost and expense, throughout the duration of this Contract and until the work is completed and accepted by the City, insurance of such types and in such amounts as may be necessary to protect it and the interests of the City against all hazards or risks of loss as hereunder specified or which may arise out of the performance of the Contract Documents. The form and limits of such insurance, together with the underwriter thereof in each case, are subject to approval by the City. Regardless of such approval, it shall be the responsibility of the contractor to maintain adequate insurance coverage at all times during the term of the Contract. Failure of the Contractor to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability under the Contract Documents.

The certificates of insurance, including evidence of the required endorsements hereunder or the policies, shall be filed with the City within ten (10) days after the date of the receipt of Notice of Award of the Contract to the Contractor and prior to the start of work. **All insurance policies shall provide thirty (30) days written notice to be given by the insurance company in question prior to modification or cancellation of such insurance and shall list the City as an additional insured and shall be accompanied by the policy's endorsements adding the City as an additional insured.** Such notices shall be sent via email to purchasingquotes@springfieldmo.gov, faxed to 417-864-1927, or mailed to:

City of Springfield - Division of Purchases, 218 E. Central, Springfield, MO 65802

The minimum coverage for the insurance referred to herein shall be in accordance with the requirements established below:

- A. **Workers' Compensation:** Statutory coverage per R.S.Mo. 287.010 et seq
Employer's Liability: \$1,000,000.00

- B. **Commercial General Liability Insurance:** Including coverage for Premises, Operations Products and Completed Operations, Contractual Liability, Broad Form Property Damage, Independent Contractors, Explosion, Collapse, and Underground Property Damage and endorsed for blasting if blasting required. Such coverage shall apply to Bodily Injury and Property Damage on an "Occurrence Form Basis" with limits of **Two Million, Seven Hundred Thirty-Four Thousand, Five Hundred Sixty-Seven Dollars (\$2,734,567.00)** for all claims arising out of a single accident or occurrence and **Four Hundred Ten Thousand, One Hundred Eighty-Five Dollars (\$410,185.00)** for any one person in a single accident or occurrence.

- C. **Automobile Liability Insurance:** Covering Bodily Injury and Property Damage for owned, non-owned and hired vehicles with limits of **Two Million, Seven Hundred Thirty-Four Thousand, Five Hundred Sixty-Seven Dollars (\$2,734,567.00)** for all claims arising out of a single accident or occurrence and **Four Hundred Ten Thousand, One Hundred Eighty-Five Dollars (\$410,185.00)** for any one person in a single accident or occurrence.

- D. **Subcontracts:** In case any or all of this work is sublet, the Contractor shall require the subcontractor to procure and maintain all insurance, as well as endorsements, required by the City of Springfield as listed above. Contractor shall require any and all subcontractors with whom it enters into a contract to perform work on this project to protect the City through insurance against applicable hazards or risks and shall provide evidence of such insurance.

- E. **Notice:** The Contractor and/or subcontractor shall furnish the City prior to beginning the work, satisfactory proof of carriage of all the insurance required by this contract, with the provision that policies shall not be canceled, modified or non-renewed without thirty (30) days written notice to the City of Springfield.

NOTICE: The City reserves the right to consider cooperative contracts, federal, state, municipal, etc., during the evaluation process. The City may utilize a cooperative contract in lieu of making an award, if in the City's best interest.

**CITY OF SPRINGFIELD
SPECIFICATIONS
IFB #143-2016**

1. **GENERAL:** The Contractor shall provide elevator and escalator maintenance at whichever locations are selected by the City from among the following locations. **The contractor shall perform work only at locations for which the City has issued a written Notice to Proceed.** All work shall be accomplished in accordance with the minimum requirements set forth herein with additional services as set forth in the Contractor's quotation and in a manner acceptable to the City. The City may, at its discretion, add or delete any of the listed locations from the initial award and the City may add new locations.

1.1 **GROUP I – CITY FACILITIES:**

- 1.1.1 Location A: **Busch Building, 840 Boonville**
#475 Montgomery Passenger Elevator (North End)
#476 Montgomery Freight Elevator (South End)
- 1.1.2 Location B: **City Hall, 830 Boonville**
#37 Otis Traction Pass Elevator, 2000#
- 1.1.3 Location C: **Springfield/Greene County Health Center, 227 East Chestnut Expwy**
#52 White Evans Hydraulic Passenger Elevator, 3000#
- 1.1.4 Location D: **Communications Center, 319 East Chestnut Expwy**
#398 U.S. Hydraulic Passenger Elevator, 2000#
- 1.1.5 Location E: **Police Department 321 E. Chestnut Expwy**
#39 Montgomery Traction Passenger Elevator, 2000#
- 1.1.6 Location E: **Police/Fire Training Facility 2620 W. Battlefield**
Hydraulic Passenger (Car State I.D. #13478) – Main Police Lobby
Hydraulic Passenger (Car State I.D. #20878) – Police/Fire Training Facility
- 1.1.7 Location G: **Springfield Greene County Health, 320 E. Central**
ThyssenKrupp Hydraulic Passenger Elevator, Installed on 3/27/06, Serial Number EU6858, Capacity-2500 and speed 100.
- 1.1.8 Location H: **College Station Parking Garage, 420 W. College**
Otis Hydraulic Passenger Elevators
Otis Hydraulic Passenger Elevators
Otis Hydraulic Passenger Elevators
- 1.1.9 Location I: **Heers Parking Garage, 230 N. Campbell**
Kone Hydraulic Passenger Elevator-ECO Space
- 1.1.10 Location J: **Clean Water Service Building, 755 N. Franklin**
ThyssenKrupp Hydraulic Passenger Elevator without a machine room
- 1.1.11 Location K: **Former Office of Emergency Management Building, 833 N. Boonville**
Hydraulic Passenger

GROUP II – SPRINGFIELD-BRANSON NATIONAL AIRPORT:

1.1.12 Location L: Expedia Terminal (Old Terminal), 5000 W. Kearney
Hydraulic Passenger Elevator, Model 5431-150, SN# CP69199
Dover Hydraulic Passenger Elevator (Mezzanine)
Montgomery Escalator, Model 5E, SN CE69187
Montgomery Escalator, Model 5E, SN CE69198

1.1.13 Location M: Springfield-Branson National Airport (Main Terminal), 2300 N. Airport Blvd.
ThyssenKrupp Trac20 Hydraulic Passenger Elevator
ThyssenKrupp Trac20 Hydraulic Passenger Elevator
ThyssenKrupp Trac20 Hydraulic Passenger Elevator
ThyssenKrupp Trac20 Hydraulic Passenger Elevator

GROUP III – SPRINGFIELD ART MUSEUM:

1.1.14 Location N: Springfield Art Museum, 1111 E. Brookside Drive
Dover Hydraulic Freight

2. CONTRACTOR RESPONSIBILITIES:

2.1 **Hours of Service:** The Contractor shall provide service within A MAXIMUM OF TWO (2) HOURS from the time of notification, with the exception of State Inspections. State Inspections shall be scheduled in advance. All work shall be performed during regular working days (Monday through Friday, 8:00 a.m. to 5:00 p.m. Central Time) at the labor rate(s) quoted herein. For hours other than those listed above, the Contractor shall provide said services at the rate bid in the Schedule of Prices. All overtime must receive approval of the department supervisor prior to start of work.

The contractor’s technician or a representative from the contractor should respond to the City within 30 minutes of notification stating when the technician will be at the site of the call.

2.2 **Contact Information:** The contractor shall provide the City all the necessary information to place service calls and have personnel available to take the calls 24/7. The contractor’s call center should be local (Springfield Metropolitan Area).

2.3 **Public Protection:** The Contractor shall comply with all local, state, and federal safety rules, regulations, or laws. The Contractor shall erect temporary barriers and other protection necessary to protect persons and property from injury or damages during all stages of work. The Contractor shall be fully responsible for any breakage, damage, or loss caused by the Contractor to City property.

“Good Housekeeping” is essential in the “pit” or in public areas. Contractor shall be responsible for cleaning the area of oil/grease papers, supplies, etc. left as a result of Contractors performing the work.

2.4 **Safety Requirements (OSHA):** All Contractors (including subcontractors) shall follow the requirements set forth by the Occupational Safety and Health Act of 1970. All Contractors shall equip their workmen with that protective gear and any equipment protective devices as set forth by this law. All Contractors shall be responsible to see that their workmen use these measures and the Contractor shall make periodic checks to see that this law is being followed. Any fines imposed by Occupational Safety and Health Commission due to failure of a Contractor to follow the law will be paid by the Contractor involved.

- 2.5 **Identification/Uniforms:** Contractor's employees shall wear approved uniforms and identification badges as provided by the Contractor. Uniforms are to bear the Contractor's emblem and person's name and are to be maintained in serviceable, neat and clean condition at all times. The uniform must identify with the company's colors.
- 2.6 **Contractor Availability:** The Contractor or Contractor's designated supervisor shall be available for periodic inspections and/or discussions required by the City. The Contractor shall provide the name, address, and telephone number of a responsible person available at any time in the event emergency contact is necessary. The Contractor shall provide supervision for Contractor's employees while performing any work under the contract.
- 2.7 **Notification of Arrival/Departure:** The Contractor shall notify the City immediately upon arrival at the jobsite and at the end of the performance of any services for which an award has been made and services have been requested. The contractor's personnel shall sign in and sign out with City immediately.
- 2.8 **Subcontractors:** The Contractor shall not engage or use the services of subcontractors in performing any work under the contract unless the City grants prior approval in writing.
- 2.9 **Service Reports:** The contractor shall supply to the City a report detailing the completed repairs within 24 hours of completion.
3. **SPECIFIC REQUIREMENT: PART A – FULL SERVICE, MAINTENANCE AND REPAIR:** The Specifications below are to be used as a guideline for the minimum requirements of a comprehensive full service maintenance contract. Contractor shall provide all labor, materials, equipment, supplies, taxes, insurance, fuels, permits, and any and all other items necessary to complete the work, as specified herein. Contractor shall complete all work. **Price bid for full service maintenance shall include an annual safety test and a certificate of maintenance.**
- 3.1 **PERFORMANCE:** As per the regularly scheduled frequency, as specified herein, the contractor shall systematically examine, maintain, adjust, lubricate the equipment, and when, in Contractor's judgment, conditions warrant through normal wear and tear, unless specifically excluded elsewhere in this Agreement, repair or replace the following using quality parts and components:
- 3.2 **FULL SERVICE – HYDRAULIC ELEVATORS:**
- 3.2.1 **CONTROL SYSTEM:** Controller cabinet, machine room connection board, LCE CPU board, safety relay assembly, hydraulic level shifter board, power supply, transformers, Contractor panels, bypass switches, relays, fuses, motor starters and accessories.
- Contractor First Service technicians shall be equipped with necessary solid state field diagnostic and service tools. Microprocessor software examinations will be conducted to ensure dispatching and motion control systems are operating at optimum levels.
- 3.2.2 **POWER UNIT:** Enclosure, pump, motor, power transmission elements between the pump and motor, valves, strainers, mufflers, gaskets and all other accessories.
- 3.2.3 **HYDRAULIC SYSTEM ACCESSORIES:** Exposed piping, fittings, jack packing and accessories, such as vibration dampeners and silencers between the pumping unit and the jack unit. Hydraulic fluid, heating or cooling elements, insulation and accessories installed by the elevator equipment manufacturer for controlling oil temperature.

- 3.2.4 **CAR EQUIPMENT:** Car panel connect board, car operating board, car top inspection station, floor leveling unit assembly, switch tree assembly and floor controllers.
- 3.2.5 **ELECTRICAL:** Electrical wiring, conduit, ducts, and traveling cables from the elevator equipment to the machine room mainline disconnect switch, and hoistway outlets.
- 3.2.6 **HOISTWAY AND PIT EQUIPMENT:** Landing and slowdown switches, limits and car buffers.
- 3.2.7 **RAILS AND GUIDES:** Guide rails, guide shoe gibs and rollers. Guide rails will be properly lubricated, except where roller guides are used.
- 3.2.8 **DOOR EQUIPMENT:** Automatic door operators, hoistway and car door hangers, hoistway and car door contacts, door protective devices, hoistway door interlocks, door gibs and auxiliary door closing devices.
- 3.2.9 **SIGNALS AND ACCESSORIES:** Car Operating Panels, Hall Push Button Stations, Hall Lanterns, Emergency Lighting, Car and Hall Position Indicators, Lobby Control Panels, Car Operating Panels, Fireman's Service Equipment and all other Signal and Accessory Facilities furnished and installed as an integral part of the elevator equipment.
- 3.2.10 **LIGHT BULBS:** Are provided by the City and re-lamping of signal fixtures are included only during Contractor's systematic examinations.
- 3.2.11 **HOUSKEEPING:** Clean elevator machine rooms, pit areas, hoistway equipment including rails, interlocks, hoistway door hangers and tracks, relating devices, switches, buffers and car tops.
- 3.2.12 **LUBRICANTS:** Contractor will use lubricants compounded under OEM's specifications or equal.

3.3 FULL SERVICE – TRACTION ELEVATORS:

- 3.3.1 **CONTROL SYSTEM:** Controllers, motor starters, dispatcher and relay panels, contacts, transformers, solid state components, isolation transformers, dynamic braking resistors and armature filters.

Contractor Service technicians shall be equipped with necessary solid state field diagnostic and service tools. Microprocessor software examinations shall be conducted to ensure dispatching and motion control systems are operating at optimum levels.

- 3.3.2 **GEARED/GEARLESS MACHINES:** Worms, gears, thrusts, bearings, rotating elements, brake magnet coils, brushes, brake shoes, linings, pins, deflector, secondary and other sheaves, bearings and assemblies.
- 3.3.3 **ELECTRICAL:** Electrical wiring, conduit, ducts, and traveling cables from the elevator equipment to the machine room mainline disconnect switch, and hoistway outlets.
- 3.3.4 **HOISTWAY AND PIT EQUIPMENT:** Landing and slowdown switches, limits, car and counterweight buffers, overspeed governors, governor tension sheave assemblies and car counterweight safeties.
- 3.3.5 **RAILS AND GUIDES:** Guide rails, guide shoe gibs and rollers. Guide rails will be properly lubricated, except where roller guides are used.
- 3.3.6 **HOIST ROPES:** Hoist ropes will be properly lubricated and adjusted for equalized tension.

- 3.3.7 **DOOR EQUIPMENT:** Automatic door operators, hoistway and car door hangers, hoistway and car door contacts, door protective devices, hoistway door interlocks, door gibbs and auxiliary door closing devices.
- 3.3.8 **SIGNALS AND ACCESSORIES:** Car operating panels, hall push button stations, hall lanterns, emergency lighting, car and hall position indicators, lobby control panels, car operating panels, fireman's service equipment and all other signal and accessory facilities furnished and installed as an integral part of the elevator equipment.
- 3.3.9 **LIGHT BULBS** are provided by the City, and re-lamping of signal fixtures is included only during Contractor's systematic examinations.
- 3.3.10 **HOUSKEEPING:** Clean elevator machine rooms, pit areas, hoistway equipment including rails, interlocks, hoistway door hangers and tracks, relating devices, switches, buffers and car tops.
- 3.3.11 **LUBRICANTS:** Contractor shall use lubricants compounded under OEM's specifications or equal.

3.4 **FULL SERVICE – ESCALATORS: Solid Balustrade Escalator System Components**

- 3.4.1 **CONTROL SYSTEM:** CPU board, brake control board, controller enunciator display, starter panel, control temperature switch, control power transformer, power supply board, isolation transformer, high voltage, upper and lower junction boxes.
- 3.4.2 **DRIVE MACHINERY AND MOTOR EQUIPMENT:** AC motor, encoder, permanent magnet brake, gearbox, bull gear, ring and pinion gear, oil bucket and lower reversing station. The gear case will be periodically drained and flushed to remove sediment and grit and refilled with new gear oil.
- 3.4.3 **HANDRAIL DRIVE SYSTEM:** Handrails, handrail drive wheel, handrail roller cluster, handrail drive chain, handrail take-up device and handrail guide assemblies.
- 3.4.4 **SAFETY SWITCH SYSTEM:** Missing step detector, handrail inlet switches, step upthrust inlet switches, combplate impact device, skirt switches, pit stop switches, access cover switches, out-of-level step switches, emergency stop switches, alarm on the stop switch cover, broken step chain switches, key start switches, brake temperature switch and motor pit stop switch.
- 3.4.5 **GUIDANCE AND ALIGNMENT SYSTEMS:** Steps, rollers, step chains, handrail tracks, novatex boards, sprockets, pulleys, comb segments and comb plates (billable when damaged by Others), landing plates, lubricators and comb lighting.

Balustrades and decks, shall be examined, adjusted, properly fastened and aligned.

- 3.4.6 **HOUSEKEEPING:** Clean escalator equipment, pits, pans and balustrade interiors.
- 3.5 **CALLBACKS:** Regular Time call back service is included in the service at no extra charge. If the City should require, at any time, examinations, minor repair or adjustment call back services (unless included above) to be made other than regular time call backs, the City will be charged only for the difference between Contractor's regular hourly billing rate and Contractor's regular overtime billing rate applicable for each overtime hour worked.
- 3.6 **TESTS:** Contractor shall perform the following tests on the equipment:

- 3.6.1 **HYDRAULIC ELEVATOR:** A pressure relief test and a yearly leakage test as required by the A.S.M.E. A-17.1 code.
- 3.6.2 **TRACTION ELEVATOR:** An annual no load test as required by the A.S.M.E. A-17.1 code. A five (5) year full load test as required by the A.S.M.E. A-17.1 code.
- 3.7 **EXCLUSIONS:** Contractor assumes no responsibility for the following items of equipment which are not included in the Agreement:
 - 3.7.1 **HYDRAULIC ELEVATOR:** Refinishing, repairing or replacement of car enclosure, gates and/or door panels, door pull straps, hoistway enclosure, rail alignment, hoistway doors, door frames, sills, hoistway gates, finished flooring, power feeders, switches, their wiring and fusing, car light diffusers, ceiling assemblies and attachments, smoke or heat sensors, intercoms, light tubes and bulbs, hydraulic cylinder, unexposed piping, disposal of or clean-up of waste oil or any contamination caused by leaks in the hydraulic cylinder or unexposed piping including any consequential damages.
 - 3.7.2 **TRACTION ELEVATOR:** Refinishing, repairing or replacement of car enclosure, gates and/or door panels, door pull straps, hoistway enclosure, rail alignment, hoistway doors, door frames, sills, hoistway gates, finished flooring, power feeders, switches, their wiring and fusing, car light diffusers, ceiling assemblies and attachments, smoke or heat sensors, intercoms, light tubes and bulbs.
 - 3.7.3 **ESCALATOR:** Refinishing, repairing or replacement of balustrades, decks, skirt panels, anti-slide devices, brushes and guards. Damage or deterioration to escalator skirt deflector brushes caused by UV rays.
- 4. **SPECIFIC REQUIREMENTS: PART B – OIL AND GREASE MAINTENANCE:** Provide skilled labor necessary for the making of the regularly scheduled examinations, as specified herein, of the equipment specified including cleaning and oiling machine, motor, signal devices, interlocks and controller; and greasing or oiling guides. Contractor shall furnish the necessary lubricating oils and greases, rope preservatives and wiping cloths. The specific work performed shall be described in the Contractor’s quotation as accepted by the City. **Note:** Replacement parts are not included in the monthly fee.

Minimum Oil & Grease Maintenance Requirements:

4.1 **Performance – General**

- 4.1.1 The Contractor will provide the labor to systematically examine and lubricate the equipment, outlined below.
- 4.1.2 The Contractor shall provide all lubricants, greases, and wiping clothes.
- 4.1.3 Should Contractor’s examination uncover items which, in Contractor’s judgment, require replacement and/or repair, a separate quotation will be prepared for the City’s review and acceptance prior to performance of additional work.

4.2 **Oil & Grease Maintenance Requirements – Hydraulic Elevators: Microprocessor Hydraulic Elevator System Components**

- 4.2.1 **CONTROL SYSTEM:** Controller cabinet, machine room connection board, LCE CPU board, safety relay assembly, hydraulic level shifter board, power supply, transformers, Contractor panels, bypass

switches, relays, fuses, motor starters and accessories.

Contractor's technicians will be equipped with necessary solid state field diagnostic and service tools.

4.2.2 **POWER UNIT:** Enclosure, pump, motor, power transmission elements between the pump and motor, valves, strainers, mufflers, gaskets and all other accessories.

4.2.3 **HYDRAULIC SYSTEM ACCESSORIES:** Exposed piping, fittings, jack packing and accessories, such as vibration dampeners and silencers between the pumping unit and the jack unit. Hydraulic fluid, heating or cooling elements, insulation and accessories installed by the elevator equipment manufacturer for controlling oil temperature.

4.2.4 **CAR EQUIPMENT:** Car panel connect board, car operating board, car top inspection station, floor leveling unit assembly, switch tree assembly and floor controllers.

4.2.5 **ELECTRICAL:** Electrical wiring, conduit, ducts, and traveling cables from the elevator equipment to the machine room mainline disconnect switch, and hoistway outlets.

4.2.6 **HOISTWAY AND PIT EQUIPMENT:** Landing and slowdown switches, limits and car buffers.

4.2.7 **RAILS AND GUIDES:** Guide rails, guide shoe gibs and rollers. Guide rails will be properly lubricated, except where roller guides are used.

4.2.8 **DOOR EQUIPMENT:** Automatic door operators, hoistway and car door hangers, hoistway and car door contacts, door protective devices, hoistway door interlocks, door gibs and auxiliary door closing devices.

4.2.9 **SIGNALS AND ACCESSORIES:** Car Operating Panels, Hall Push Button Stations, Hall Lanterns, Emergency Lighting, Car and Hall Position Indicators, Lobby Control Panels, Car Operating Panels, Fireman's Service Equipment and all other Signal and Accessory Facilities furnished and installed as an integral part of the elevator equipment.

4.2.10 **LIGHT BULBS:** are provided by the City and re-lamping of signal fixtures is included only during Contractor's systematic examinations.

4.2.11 **LUBRICANTS:** Contractor will use lubricants compounded under OEM's specifications or equal.

4.3 **Oil & Grease Maintenance Requirements – TRACTION ELEVATORS: Microprocessor Traction Elevator System Components**

4.3.1 **CONTROL SYSTEM:** Controllers, motor starters, dispatcher and relay panels, contacts, transformers, solid state components, isolation transformers, dynamic braking resistors and armature filters.

Contractor First Service technicians will be equipped with necessary solid state field diagnostic and service tools.

4.3.2 **GEARED/GEARLESS MACHINES:** Worms, gears, thrusts, bearings, rotating elements, brake magnet coils, brushes, brake shoes, linings, pins, deflector, secondary and other sheaves, bearings and assemblies.

- 4.3.3 **ELECTRICAL:** Electrical wiring, conduit, ducts, and traveling cables from the elevator equipment to the machine room mainline disconnect switch, and hoistway outlets.
- 4.3.4 **HOISTWAY AND PIT EQUIPMENT:** Landing and slowdown switches, limits, car and counterweight buffers, overspeed governors, governor tension sheave assemblies and car counterweight safeties.
- 4.3.5 **RAILS AND GUIDES:** Guide rails, guide shoe gibs and rollers. Guide rails will be properly lubricated, except where roller guides are used.
- 4.3.6 **HOIST ROPES:** Hoist ropes will be properly lubricated.
- 4.3.7 **DOOR EQUIPMENT:** Automatic door operators, hoistway and car door hangers, hoistway and car door contacts, door protective devices, hoistway door interlocks, door gibs and auxiliary door closing devices.
- 4.3.8 **SIGNALS AND ACCESSORIES:** Car operating panels, hall push button stations, hall lanterns, emergency lighting, car and hall position indicators, lobby control panels, car operating panels, fireman's service equipment and all other signal and accessory facilities furnished and installed as an integral part of the elevator equipment.
- 4.3.9 **LIGHT BULBS:** are provided by the City and re-lamping of signal fixtures is included only during Contractor's systematic examinations.
- 4.3.10 **LUBRICANTS:** Contractor will use lubricants compounded under OEM's specifications or equal.
- 4.4 **Oil & Grease Maintenance Requirements – ESCALATORS: SOLID BALUSTRADE ESCALATOR SYSTEM COMPONENTS**
 - 4.4.1 **CONTROL SYSTEM:** CPU board, brake control board, controller enunciator display, starter panel, control temperature switch, control power transformer, power supply board, isolation transformer, high voltage, upper and lower junction boxes.
 - 4.4.2 **DRIVE MACHINERY AND MOTOR EQUIPMENT:** AC motor, encoder, permanent magnet brake, gearbox, bull gear, ring and pinion gear, oil bucket and lower reversing station.
 - 4.4.3 **HANDRAIL DRIVE SYSTEM:** Handrails, handrail drive wheel, handrail roller cluster, handrail drive chain, handrail take-up device and handrail guide assemblies.
 - 4.4.4 **SAFETY SWITCH SYSTEM:** Missing step detector, handrail inlet switches, step upthrust inlet switches, combplate impact device, skirt switches, pit stop switches, access cover switches, out-of-level step switches, emergency stop switches, alarm on the stop switch cover, broken step chain switches, key start switches, brake temperature switch and motor pit stop switch.
 - 4.4.5 **GUIDANCE AND ALIGNMENT SYSTEMS:** Steps, rollers, step chains, handrail tracks, novatex boards, sprockets, pulleys, comb segments and comb plates, landing plates, lubricators and comb lighting.
- 4.5 **EXAM FREQUENCY ON ALL UNITS:** The Contractor shall provide four (4) examinations per contract year.
- 4.6 **HOURS OF SERVICE:** All work is to be performed during regular working hours of regular working days of the elevator trade.

4.7 Oil & Grease Maintenance Requirements – EXCLUSIONS

- 4.7.1 Oil and Grease Maintenance Services does not include hydraulic fluids.
- 4.7.2 The Contractor shall notify the City of any adjustments or changes that are necessary to meet governmental codes where new or retroactive. Contractor shall provide a quote on request to make required changes to keep the City in compliance with all codes. If accepted, this work shall be performed under a separate purchase order issued in accordance and compliance with all terms and conditions of the contract issued as a result of this quotation.
- 4.7.3 **SUPERVISION:** Contractor will maintain a staff of First Service supervisory personnel responsible for route management, part inventories, quality control, technical assistance and scheduling of repair and maintenance functions.
- 4.7.4 **PARTS:** Contractor will maintain a parts inventory and parts accessibility network stocked with exclusive quality replacement parts. The system tracks and delivers parts from Contractor's Service Business Center to its branch service network. Contractor branches maintain an inventory of commonly used parts and materials. Contractor will, when in Contractor's judgment, conditions warrant, stock commonly used parts at the customer's job site, as well as in the service technician's mobile vehicle.
- 4.7.5 **TECHNICAL SUPPORT and TRAINING:** Contractor's Service Business Center offers field-engineering support where First Service technicians can receive technical assistance. Contractor operates training centers dedicated to the training and education of First Service technicians.
- 4.7.6 **QUALITY CONTROL:** Contractor will operate a quality control program consisting of a random local quality control process, a national quality audit program, random independent party customer satisfaction surveys and systematic calls to the customer's building for consultation.
- 4.7.7 **CONTRACTOR CT INFORMATION CENTER:** The Contractor shall maintain a 24-hour Information Center, to respond to all calls 24 hours a day, seven days a week. In the unlikely event of an entrapment, a highest priority response shall be given.
- 4.7.8 **CUSTOMER SERVICE:** Contractor's Service technicians will meet with the designated building personnel, if available, upon their arrival and departure from each building.

5. **SPECIFIC REQUIREMENTS: PART C – REPAIR SERVICE (MINOR) AS REQUIRED, IF REQUIRED:**

- 5.1 **Repairs:** The Contractor shall provide minor repairs, adjustments, and parts replacement necessary to maintain the equipment to the original equipment manufacturers standards and specifications as requested, if requested, at the labor rate listed under Section Six – Schedule of Prices. **MAJOR REPAIRS** (as defined by the Director of Labor Standards under RSMO 290.210 to 290.340) are not included in this agreement because such repairs require that provisions of the Missouri Prevailing Wage Law are applicable.
- 5.2 **Facilities:** The Contractor shall have and maintain service facilities, equipment, technicians, parts, supplies, and all other items necessary to repair the equipment as specified.
- 5.3 **Technicians:** All repairs shall be accomplished only by trained, certified service technicians—properly dressed with identification visible.
- 5.4 **Parts List:** The Contractor shall provide a manufacturers parts list with their discount off the price listed

clearly stated. Said discount to be provided under Section Seven – Form of Quotation. Contractors other than original equipment manufacturers shall furnish written certification that parts manufactured and supplied by the original manufacturer of the elevator equipment shall be immediately available to the Contractor.

5.5 **Rates:** Hourly charges to begin when the Contractor’s employee arrives at the job site and ends when the Contractor’s employee leaves the job site. Any exceptions must be preapproved. Employee must obtain signature of a City representative showing arrival and departure time.

6. **SPECIFIC REQUIREMENT: PART D – ANNUAL SAFETY TEST:** Perform annual safety test in the presence of certified state inspector following the standards set forth by the American National Safety Code ANSI, A17.1 and A17.3 for elevators and escalators:

Annual Safety Test includes but is not limited to:

1005.2A Relief Valve – check pressure release

1005.2B Cylinder Leakage

1005.2C Additional Inspections and Tests – Following indicated devices shall be examined and tested as required:

6.1 Normal and final terminal stopping devices (1002.2E)

6.2 Simulated operation under fire or other emergency condition (1002.2F)

6.3 Simulated standby (emergency) power operation (1002.2G)

6.4 Emergency terminal speed limit device (305.2)

6.5 Governors (1002.2C)

6.6 Safeties (1002.2B)

6.7 Oil buffers (1002.2A)

6.8 Power operation for doors (1002.2H)

6.9 If test results show parts needing replacement or repair, the Contractor will be asked to prepare a separate quotation for authorization. Section 2.1 covers only the inspection test as outlined above.

6.10 A tag, bearing the Company’s name that performs the inspection and test date, to be attached to the valve (s).

6.11 The City requires work to be completed as scheduled by State inspector within fourteen days from date of notice to proceed.

7. **SPECIFIC REQUIREMENT: PART E – CERTIFICATE OF MAINTENANCE:** Furnish all labor and materials required to issue CERTIFICATION OF MAINTENANCE. Work shall include all labor and materials to clean and adjust elevators/escalators as necessary, and including the items on the “Check Chart” to allow issuance of Certificate of Maintenance. Work to be completed in compliance with existing local, state, and federal regulations and if changes in such laws or regulations occur during the term of this agreement, the City reserves the right to

immediately terminate this contract upon notice that the company does not intend to comply with the laws as amended or enacted.

8. **SPECIFIC REQUIREMENT: PART F – FIVE YEAR SAFETY TEST:** Load testing to be performed on all units as needed, if needed. The Five Year Safety Test is a requirement of the City of Springfield.

9. **SPECIFIC REQUIREMENT: PART G – ANNUAL STATE INSPECTION:**

9.1 Missouri’s elevator safety rules and regulations require that each elevator and related equipment within the scope of the Missouri Elevator Safety Act be inspected annually by a Missouri state licensed inspector. As part of the inspection process, each elevator must be tested annually according to the A17.1 code by a person qualified to perform such tests and who is employed or under contract by the City. This test shall be witnessed by the state licensed inspector. The rules are contained in the Missouri Elevator Safety Act.

9.2 The inspector must be certified by the Elevator Safety Board and possess QEI (Qualified Elevator Inspector) certification or approved equivalency.

9.3 After inspection, the inspector shall issue a state-operating certificate for the respective equipment.

10. **COST ESTIMATES:** For work required not covered under A) Full Service or B) Oil & Grease Maintenance and Repair.

10.1 Contractor must provide a written cost estimate showing itemized listings of all materials, labor, and other directly chargeable incurred costs (e.g.: rentals, tools, etc.) Prior to commencement of work on any project where the projects total is expected to exceed one thousand dollars (\$1,000.00).

Once an estimate, either written or verbal, has been submitted by the Contractor and accepted by the City the actual cost to the City is limited to not to exceed the estimate unless Contractor receives written approval prior to performing the additional work.

10.2 The City may at any time elect to bid and procure all or part of the material required for a job rather than having the Contractor provide them.

10.3 The City will have the option to rebid individual jobs estimated to cost five thousand dollars (\$5,000.00) or more.

11. **WARRANTY:** All workmanship, materials, and parts shall carry a one-year full service (parts and labor) warranty. Warranty includes “defects”, “breakdowns” and freight charges.

12. **CITY RESPONSIBILITIES:**

12.1 **LOG IN PROCEDURES:** The City shall provide Contractor with facility log in procedures and facility record keeping requirements.

12.2 **AUTHORIZED PERSONNEL:** The City shall furnish Contractor with a list of authorized personnel responsible for building operations.

12.3 **WIRING DIAGRAMS:** The City shall provide Contractor with a complete set of as built wiring diagrams.

12.4 **NOTIFICATION:** In the event that the equipment is not functioning properly, purchaser agrees to shut down equipment and notify Contractor for repair. The City shall notify Contractor within 24 hours in the event of an entrapment involving personal injury.

12.5 **EQUIPMENT ACCESS:** The City shall provide safe access to the equipment and machine room areas for service.

**CITY OF SPRINGFIELD
CONTRACTUAL TERMS
IFB #143-2016**

1. **AUTHORIZATION:** The services of the Contractor shall commence only as authorized in writing by City Purchase Order or other written notice and shall be undertaken and completed as promised by the Contractor in its bid.
2. **OCCUPATIONAL LICENSE:** The Contractor shall obtain and maintain an occupational license with the City of Springfield, Missouri. The cost for this occupational license shall be borne by the Contractor. No contract will be executed by the City until this occupational license has been obtained.
3. **CERTIFICATION OF NON-RESIDENT/FOREIGN CONTRACTORS:** If the Contractor is a foreign corporation or non-resident Contractor, it is agreed that the Contractor shall procure and maintain during the life of this contract:
 - A. A certificate of authority to transact business in the State of Missouri from the Secretary of State, unless exempt pursuant to the provisions of Section 351.572 RSMo.
 - B. A certificate from the Missouri Director of Revenue evidencing compliance with transient employer financial assurance law, unless exempt pursuant to the provisions of Section 285.230 RSMo.
4. **GENERAL INDEPENDENT CONTRACTOR CLAUSE:** This agreement does not create an employee/employer relationship between the parties. It is the parties' intention that the Contractor will be an independent Contractor and not the City's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, Missouri revenue and taxation laws, Missouri workers' compensation and unemployment insurance laws. The Contractor will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Contractor's activities and responsibilities hereunder. The Contractor agrees that it is a separate and independent enterprise from the public employer, that it has a full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This agreement shall not be construed as creating any joint employment relationship between the Contractor and the City, and the City will not be liable for any obligation incurred by the Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.
5. **CONTRACTOR'S RESPONSIBILITY FOR SUBCONTRACTORS:** It is further agreed that Contractor shall be as fully responsible to the City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons it directly employs. Contractor shall cause appropriate provisions to be inserted in all subcontracts relating to this work, to bind all subcontractors to contractor by all the terms herein set forth, insofar as applicable to the work of subcontractors and to give Contractor the same power regarding termination of any subcontract as the City may exercise over Contractor under any provisions of this contract. Nothing contained in this contract shall create any contractual relations between any subcontractor and the City or between any subcontractors.
6. **NON-DISCRIMINATION:** The Contractor agrees in the performance of this Contract not to discriminate on the City because of race, creed, color, national origin or ancestry, sex, religion, handicap, age or political opinion or affiliation, against any employee or Contractor or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder.

7. **LIABILITY AND INDEMNITY:**

- A. In no event shall the City be liable to the Contractor for special, indirect, or consequential damages, except those caused by the City's gross negligence or willful or wanton misconduct arising out of or in any way connected with a breach of this contract. The maximum liability of the City shall be limited to the amount of money to be paid or received by the City under this contract.
 - B. The Contractor shall defend, indemnify and save harmless the City, its elected or appointed officials, agents and employees from and against any and all liability, suits, damages, costs (including attorney fees), losses, outlays and expenses from claims in any manner caused by, or allegedly caused by, or arising out of, or connected with, this contract, or the work or any subcontract thereunder (the Contractor hereby assuming full responsibility for relations with subcontractors), including, but not limited to, claims for personal injuries, death, property damage, or for damages from the award of this contract to Contractor, notwithstanding any possible negligence, whether sole or concurrent, on the part of the City, its officials, agents and employees.
 - C. The Contractor shall indemnify and hold the City harmless from all wages or overtime compensation due any employees in rendering services pursuant to this agreement or any subcontract, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act, the Missouri Prevailing Wage Law or any other federal or state law.
 - D. The indemnification obligations of Contractor hereunder shall not be limited by any limitations as to the amount or type of damages, compensation or benefits payable by or for the Contractor, under any federal or state law, to any person asserting the claim against City, its elected or appointed officials, agents and employees, for which indemnification is sought.
 - E. The indemnification obligations herein shall not negate, abridge or reduce in any way any additional indemnification rights of the City, its elected or appointed officials, agents and employees, which are otherwise available under statute, or in law or equity.
 - F. Contractor affirms that it has had the opportunity to recover the costs of the liability insurance required in this agreement in its contract price. Contractor's obligation under this agreement to defend, indemnify and hold harmless any person from that person's own negligence or wrongdoing is limited to the coverage and limits of the applicable insurance required of Contractor under this agreement.
8. **ASSIGNMENT:** The Contractor shall not assign any interest in this contract, and shall not transfer any interest in the same (whether by assignment or novation), without prior written consent of the City thereto. Provided, however, that claims for money due or to become due to the Contractor from the City under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of such assignment or transfer shall be furnished in writing promptly to the City. Any such assignment is expressly subject to all rights and remedies of the City under this agreement, including the right to change or delete activities from the contract or to terminate the same as provided herein, and no such assignment shall require the City to give any notice to any such assignee of any actions which the City may take under this agreement, though City will attempt to so notify any such assignee.
9. **APPROPRIATION OF FUNDS:** In the event that funds are not appropriated by the Council of the City of Springfield for any term of the contract or extension thereto or portion of any term of the contract which falls in a fiscal period other than a fiscal period for which funds have been appropriated, the contract shall terminate without notice at the end of the fiscal period for which funds are appropriated.

10. **MODIFICATION OF CONTRACT:** The Scope of Work to be done under the Contract shall be subject to modification and supplementation upon the written Agreement of the duly authorized representatives of the Contracting parties. No provision in the Contract shall be changed or modified without the execution of a formal amendment to the Contract, mutually agreed to by the City and the Contractor and processed through the Division of Purchases. Upon request by the City, the Contractor shall provide an estimate of cost of any additional work or services to be incorporated by a modification to the Scope of Work and the Contract.
11. **CONTRACT DOCUMENTS:** The agreement between the City of Springfield and the Contractor shall consist of (1) the Invitation for Bid, and any amendments thereto and, (2) the proposal, as accepted, submitted in response to the Invitation For Bid. In the event of a conflict in language between the documents referenced above, the provisions and requirements set forth and/or referenced in the Contract shall govern over all other documents, and the Invitation For Bid and amendments thereto shall govern over the Contractor's Proposal and amendments thereto. However, the City reserves the right to clarify any Contractual relationship in writing with the concurrence of the Contractor, and such written clarification shall govern in case of conflict with the applicable requirements stated in the Invitation For Bid or the Contractor's proposal. In all other matters not affected by the written clarification, if any, the Invitation for Bid shall govern.
12. **COOPERATION:** All information, data, and reports as are existing, available and necessary for the carrying out of the work, shall be furnished to the Contractor without charge, and the parties shall cooperate with each other in every way possible in carrying out of the scope of services.
13. **COORDINATION:** The Contractor shall fully coordinate its activities in the performance of the contract with the activities of the City.
14. **PERSONNEL:** The Contractor represents that Contractor will secure, at Contractor's own expense, all personnel required to provide the goods and/or perform the services called for under this contract by Contractor. Such personnel shall not be employees of or have any Contractual relationship with the City except as employees of the Contractor. All of the services required hereunder will be performed by the Contractor or under Contractor's direct supervision and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such services. None of the work or services covered by this Contract shall be subcontracted without the written approval of the City.
15. **TERMINATION:** If, through any cause, the Contractor shall fail to fulfill in timely and proper manner Contractor's obligations under this contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this contract, the City shall thereupon have the right to terminate this contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective day of such termination. The City may, without cause, terminate this contract upon 30 day's prior written notice. In such event, the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed. Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any such breach of the contract by the Contractor.
16. **CITY'S RIGHT TO PROCEED:** In the event this contract is terminated pursuant to Paragraph 21, then the City may take over the work and prosecute the same to completion, by contract or otherwise, and Contractor and its sureties shall be liable to the City for any costs over the amount of this contract thereby occasioned by the City. In any such case the City may take possession of, and utilize in completing the work, such materials, appliances and structures as may be on the work site and are necessary for completion of the work. The foregoing provisions are in addition to, and not in limitation of, the rights of the City under any other provisions of the contract, City ordinances, and state and federal laws.

17. **TERMINATION FOR CONVENIENCE OF THE CITY:** The City shall have the right by written notice to Contractor to terminate and cancel this contract, without cause, for the convenience of the City, and Contractor shall immediately stop work. In such event City shall not be liable to Contractor except for work performed prior to such notice in an amount proportionate to the completed contract price and for the actual costs of preparations made by Contractor for the performance of the canceled portions of the contract, including a reasonable allowance of profit applicable to the work performed and such preparations. Anticipatory profits and consequential damages shall not be recoverable by Contractor. The Contractor shall make every effort to mitigate cost to the City. The Contractor shall attempt to return for credit any materials purchased by the Contractor for use under this contract. Payments due the Contractor resulting from termination of contract pursuant to this paragraph shall be offset by any progress payments made by the City to the Contractor.
18. **DELAY BY THE CITY:** City and Contractor agree that the schedule of services to be provided by Contractor under this agreement may depend upon timely fulfillment of City responsibilities. If the City is unable to provide services and/or facilities as specified in the contract documents, and/or causes delays to the project beyond Contractor's control, the Contractor shall be entitled to an extension of the time for contract completion but such contract time of completion shall be extended no more than one day for each day of delay caused by the City. Any such agreement to modify or extend the time of contract completion shall be made in writing by formal addendum to the contract. The time of application of liquidated damages shall not begin until after the amended date for contract/phase completion. The contract time of completion shall not be extended because of delay caused by the City unless and until the Contractor has notified the City, in writing, that the City has caused a delay; such notice shall be made not later than seven (7) days after the beginning of the delay caused by the City.
19. **SAFETY PRECAUTIONS:** The contractor shall maintain and enforce all necessary and adequate safety precautions for the protection of life and property on all work performed under the provisions of these Contract Documents. The contractor shall also comply with all regulatory agencies requirements for safety.
20. **CONFLICTS:**
 - 20.1 Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services to be performed under this contract. The Contractor further covenants that in the performance of this contract no person having such interest shall be employed.
 - 20.2 No salaried officer or employee of the City and no member of the City Council shall have a financial interest, direct or indirect, in this contract. A violation of this provision renders the contract void. Any federal regulations and applicable provisions in Section 105.450 et seq. RSMo. shall not be violated.
21. **JURISDICTION:** This agreement and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri. Should any part of this agreement be litigated, venue shall be proper only in the Circuit Court of Greene County, Missouri.
22. **WAIVER:** No provision of the contract documents shall be construed, expressly or by implication, as a waiver by the City of any existing or future right or remedy available by law in the event of any claim of default or breach of contract.
23. **NOTICES:** All notices required or permitted hereunder and required to be in writing may be given by first class mail addressed to City and Contractor at the address shown above. The date of delivery of any notice shall be the date falling on the second full day after the day of its mailing.

**CITY OF SPRINGFIELD
 BID FORM – PROPOSAL
 IFB #143-2016**

SUBMITTED BY _____
 (Company Name)

Pursuant to and in accordance with the above stated Invitation for Bid, the undersigned hereby declares that they have examined the IFB documents and specifications for the item(s) listed below.
 The undersigned proposes and agrees, if their Bid is accepted to furnish the item(s) submitted below, including delivery to Springfield, Missouri in accordance with the delivery schedule indicated below and according to the prices products/services information submitted.

GROUP I – CITY FACILITIES										
LOCATION	PART A: Full Service		PART B: Oil & Grease	PART C: Repair Service as Needed			PART D: Annual Safety Test	PART E: Certification of Maintenance	PART F: 5 Year Safety Test	PART G: Annual State Inspection
	Unit price per Inspection	Extended Price for 12 Inspections per year	\$/Service based on 4 per year	Labor: \$ Per Hour 8am-5pm M-F	Parts: % Discount Off List	Overtime 5pm-8am M-F \$/Hr	Total Per Year	Total Per Year	Total Per Year	Total Per Year
A. BUSCH BUILDING										
1. #475 (North) Passenger Elev										
2. #476 (South) Freight Elev										
B. CITY HALL										
3. #37 Otis Passenger Elev										
C. HEALTH CENTER										
4. #52 Hydraulic Passenger Elev										
D. COMMUNICATIONS CENTER										
5. #398 Evan Hydraulic Pass Elev										

LOCATION	PART A: Full Service		PART B: Oil & Grease	PART C: Repair Service as Needed			PART D: Annual Safety Test	PART E: Certification of Maintenance	PART F: 5 Year Safety Test	PART G: Annual State Inspection
	Unit price per Inspection	Extended Price for 12 Inspections per year	\$/Service based on 4 per year	Labor: \$ Per Hour 8am-5pm M-F	Parts: % Discount Off List	Overtime 5pm-8am M-F \$/Hr	Total Per Year	Total Per Year	Total Per Year	Total Per Year
E. POLICE DEPARTMENT – MAIN STATION										
6. #39 Montgomery Traction Pass Elev										
F. POLICE DEPARTMENT – SOUTHSIDE STATION										
7. Hydraulic Passenger										
8. Hydraulic Passenger										
G. SPRINGFIELD GREENE COUNTY HEALTH										
9. Thyssen/Krupp Hyd. Passenger										
H. COLLEGE STATION PARKING GARAGE										
10. Otis Hydraulic Passenger										
11. Otis Hydraulic Passenger										
12. Otis Hydraulic Passenger										
I. HEERS PARKING GARAGE										
13. Kone Hydraulic Passenger										
J. CLEAN WATER SERVICE BUILDING										
14. ThyssenKrupp Hydraulic Passenger										
K. FORMER OFFICE OF EMERGENCY MANAGEMENT BUILDING										
15. Hydraulic Passenger	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
TOTAL: GROUP I - CITY FACILITES										

GROUP II – SPRINGFIELD/BRANSON NATIONAL AIRPORT

LOCATION	PART A: Full Service		PART B:	PART C: Repair Service as Needed			PART D:	PART E:	PART F:	PART G:
	Unit price per Inspection	Extended Price for 12 Inspections per year	Oil & Grease	Labor: \$ Per Hour 8am-5pm M-F	Parts: % Discount Off List	Overtime 5pm-8am M-F \$/Hr	Annual Safety Test	Certification of Maintenance	5 Year Safety Test	Annual State Inspection
			\$/Service based on 4 per year				Total Per Year	Total Per Year	Total Per Year	Total Per Year
L. EXPEDIA TERMINAL (OLD TERMINAL)										
16. #69199 Hyd Passenger Elev										
17. # MEZZ Hyd Passenger Elev										
18. # CE69187 TR Escalator										
19. # CE69188 TR Escalator										
M. SPRINGFIELD/BRANSON NATIONAL AIRPORT (MAIN TERMINAL)										
20. ThyssenKrupp Tac 20 Hyd Pass										
21. ThyssenKrupp Tac 20 Hyd Pass										
22. ThyssenKrupp Tac 20 Hyd Pass										
23. ThyssenKrupp Tac 20 Hyd Pass										
TOTAL: GROUP II SPRINGFIELD BRANSON NATIONAL AIRPORT										

GROUP III – SPRINGFIELD ART MUSEUM

LOCATION	PART A: Full Service		PART B: Oil & Grease	PART C: Repair Service as Needed			PART D: Annual Safety Test	PART E: Certification of Maintenance	PART F: 5 Year Safety Test	PART G: Annual State Inspection
	Unit price per Inspection	Extended Price for 12 Inspections per year	\$/Service based on 4 per year	Labor: \$ Per Hour 8am-5pm M-F	Parts: % Discount Off List	Overtime 5pm-8am M-F \$/Hr	Total Per Year	Total Per Year	Total Per Year	Total Per Year
N. SPRINGFIELD ART MUSEUM										
24. Dover Hydraulic Freight Elev										
TOTAL: GROUP III SPRINGFIELD ART MUSEUM										

DELIVERY: F.O.B. DESTINATION

ACCEPT VISA P-CARD: YES _____ NO _____

Prompt Payment Discount _____% _____ Days, Net _____ Days

AFFIDAVIT OF COMPLIANCE
IFB #143-2016

To be submitted with vendor's Bid

_____ We DO NOT take exception to the IFB Documents/Requirements.

_____ We TAKE exception to the IFB Documents/Requirements as follows:

Specific exceptions are as follows:

I have carefully examined the Invitation for Bid and agree to abide by all submitted pricing, delivery, terms and conditions of this Bid unless otherwise stipulated herein.

Company Name _____

By _____
(Authorized Person's Signature)

(Print or type name and title of signer)

Company Address _____

Telephone Number _____

Fax Number: _____

Date: _____

ADDENDA

Bidder acknowledges receipt of the following addendum:

Addendum No. _____

Addendum No. _____

Addendum No. _____

Addendum No. _____

Addendum No. _____

Email _____

Federal Tax ID No. _____

DBE Vendor (Yes/No): _____ If yes, MBE or WBE: _____

Notice and Instructions to Bidders/Vendors

Regarding Sections 285.525 through 285.550 RSMO, Effective January 1, 2009 and Section 292.675 RSMO, Effective August 28, 2009

Effective January 1, 2009 and pursuant to the State of Missouri's RSMO 285.530 (1), No business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri.

As a condition for the award of any contract or grant in excess of five thousand dollars by the state or by any political subdivision of the state (e.g., Greene County, Mo.) to a business entity, the business entity (Company) shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Every such business entity shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. [RSMO 285.530 (2)]

RSMO 285.530 pertains to all solicitations for services over \$5,000. RSMO 285.530 does not apply to solicitations for goods only. If a solicitation is for services and goods, RSMO 285.530 applies if the services portion of the solicitation is over \$5,000.

1. Affidavit for Service Contracts over \$5,000.00 (US) – Effective 1-1-2009, Company shall comply with the provisions of Section 285.525 through 285.550 R.S.Mo. Contract award is contingent on Company providing an acceptable notarized affidavit stating:

- a. that Company is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services; and
- b. that Company does not knowingly employ any person who is an unauthorized alien in connection the contracted services.

2. Additionally, Company must provide documentation evidencing current enrollment in a federal work authorization program (e.g. electronic signature page from E-Verify program's Memo of Understanding (MOU)). *See attached sample.*

The City of Springfield encourages companies that are not already enrolled and participating in a federal work authorization program to do so. E-Verify is an example of this type of program. Information regarding E-Verify is available at <http://www.uscis.gov/e-verify> or by calling **888-464-4218**.

If you have any questions, please contact the City Purchasing Department at 417-864-1620.

**Affidavit of Compliance with Section 285.500, RSMo., et seq.
For All Agreements Providing Services In Excess Of \$5,000.00.**

Effective January 1, 2009

STATE OF _____)

) ss.

COUNTY OF _____)

Before me, the undersigned Notary Public, in and for the County of _____,

State of _____, personally appeared _____ (Name)

who is _____ (Title) of _____

(Name of company), a (circle one) corporation, partnership, sole proprietorship, limited liability company, and is competent and authorized to make this affidavit, and being duly sworn upon oath deposes and says as follows:

- (1) that said company is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services; and
- (2) that said company does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

The terms used in this affidavit shall have the meaning set forth in Section 285.500 R.S.Mo., et seq.

Documentation of participation in a federal work authorization program is attached to this affidavit.

Signature _____

Print Name: _____

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

Notary Public

My commission expires: _____

Company ID Number: XXXXXX

The foregoing constitutes the full agreement on this subject between the SSA, DHS (Department of Homeland Security), and the Employer.

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

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify Operations at 888-464-4218.

Employer, Your Company Name

John Doe

Name (Please type or print)

Title

Electronically Signed

01/01/2009

Signature

Date

Verification

Department of Homeland Security –Division

USCIS Verification Division

Name (Please type or print)

Title

Electronically Signed

01/01/2009

Signature

Sample
Memo of Understanding - MOU
E-Verify
Electronic Signature Page

**CITY OF SPRINGFIELD
STATEMENT OF "NO BID"
IFB #143-2016**

RETURN THIS PAGE ONLY IF YOUR COMPANY PROVIDES THE PRODUCTS/SERVICES BEING BID AND DECLINES TO DO SO.

WE, THE UNDERSIGNED, HAVE DECLINED TO BID ON YOUR **IFB #143-2016** FOR **ELEVATOR & ESCALATOR INSPECTION & MAINTENANCE** FOR THE FOLLOWING REASON(S):

- _____ SPECIFICATIONS ARE TOO "TIGHT," I.E. GEARED TOWARD ONE BRAND OR MANUFACTURER ONLY (PLEASE EXPLAIN BELOW).
- _____ INSUFFICIENT TIME TO RESPOND TO INVITATION FOR BID.
- _____ OUR PRODUCT SCHEDULE WOULD NOT PERMIT US TO PERFORM.
- _____ UNABLE TO MEET SPECIFICATIONS.
- _____ UNABLE TO MEET INSURANCE REQUIREMENTS.
- _____ SPECIFICATIONS UNCLEAR (PLEASE EXPLAIN BELOW).
- _____ OTHER (PLEASE SPECIFY BELOW).

REMARKS: _____

COMPANY NAME: _____

ADDRESS: _____

SIGNATURE AND TITLE: _____

TELEPHONE NUMBER: _____

DATE: _____