

# EV2516 - Elevator and Escalator Maintenance and Services

## 1 Introduction and Overview

Point Value: 0



### 1. MASTER AGREEMENT

The City of Kansas City, MO (herein "Lead Public Agency") on behalf of itself and all states, local governments, school districts, higher education institutions, other government agencies and nonprofit organizations in the United States of America (herein "Participating Public Agencies") is soliciting proposals from qualified suppliers to enter into a Master Agreement for a complete line of Elevator, Escalator and Walkway Maintenance and Modernization Services, Inspection Services, and Related Solutions (herein "Products and Services").

### 2. OBJECTIVES

- A. Provide a comprehensive competitively solicited Master Agreement offering Products and Services to Participating Public Agencies;
- B. Establish the Master Agreement as a Supplier's primary offering to Participating Public Agencies;
- C. Achieve cost savings for Suppliers and Participating Public Agencies through a single competitive solicitation process that eliminates the need for multiple bids or proposals;
- D. Combine the volumes of Participating Public Agencies to achieve cost effective pricing;
- E. Reduce the administrative and overhead costs of Suppliers and Participating Public Agencies through state of the art ordering and delivery systems;

F. Provide Participating Public Agencies with environmentally responsible products and services.

### **3. U.S. COMMUNITIES**

U.S. Communities Government Purchasing Alliance (herein "U.S. Communities") helps Participating Public Agencies reduce the cost of purchased goods through strategic sourcing that combines the purchasing power of public agencies nationwide. This is accomplished through an award of competitively solicited contracts for high quality products and services by large and well recognized public agencies (herein "Lead Public Agencies"). The contracts are available for use by the respective Lead Public Agency and, also, by other Participating Public Agencies.

#### **National Sponsors**

U.S. Communities is jointly sponsored by the National Association of Counties (NACo), the National League of Cities (NLC), the Association of School Business Officials International (ASBO), the United States Conference of Mayors (USCM) and the National Governors Association (NGA) (herein "National Sponsors").

#### **Advisory Board**

The U.S. Communities Advisory Board is made up of key government purchasing officials from across the United States.

Each Advisory Board Member is expected to actively participate in solicitations, participate in policy direction, and share expertise and purchasing innovations.

#### **Current U.S. Communities Advisory Board Members**

Auburn University, AL	Great Valley School District, PA
Beaverton School District, OR	Harford County Public Schools, MD
City and County of Denver, CO	Hennepin County, MN
City of Charlotte, NC	Los Angeles County, CA
City of Chicago, IL	Maricopa County, AZ
City of El Paso, TX	Miami-Dade County, FL
City of Houston, TX	North Carolina State University, NC
City of Kansas City, MO	Onondaga County, NY
City of Los Angeles, CA	Port of Portland, OR
City of Ocean City, NJ	Prince William County Schools, VA
City of Seattle, WA	San Diego Unified School District, CA
Cobb County, GA	State of Iowa, IA
Denver Public Schools, CO	State of Louisiana, LA
Emory University, GA	The Ohio State University, OH
Fairfax County, VA	The School District of Collier County
Fresno Unified School District, CA	

### **Participating Public Agencies**

Today more than 55,000 public agencies utilize U.S. Communities contracts and suppliers to procure over \$2.7 Billion Dollars in products and services annually. Each month more than 500 new users register to participate. The continuing rapid growth of public agency participation is fueled by the Program's proven track record of providing unparalleled value to public agencies.

The Supplier(s) must communicate directly with any Participating Public Agency concerning the placement of orders, issuance of the purchase order, contractual disputes, invoicing, and payment.

The City of Kansas City, MO is acting as "Lead Public Agency" for the Participating Public Agencies and shall **not** be held liable for any costs, damages, expenses, fees, liabilities, etc. incurred by any other Participating Public Agency.

Each Participating Public Agency enters into a Master Intergovernmental Cooperative Purchasing Agreement (MICPA) outlining the terms and conditions that allow access to the Lead Public Agencies' Master Agreements. Under the terms of the MICPA, the procurement by the Participating Public Agency shall be construed to be in accordance with, and governed by, the laws of the state in which the Participating Public Agency resides. A copy of the MICPA is attached in Section 11.

### **Estimated Volume**

The estimated dollar volume of Products and Services purchased under the proposed Master Agreement is \$150 Million Dollars annually. This estimate is based on the anticipated volume of the Lead Public Agency, the U.S. Communities Advisory Board members, and current sales within the U.S. Communities program. While there is no minimum quantity of products required to be purchased under the proposed Master Agreement, the City of Kansas City, MO and the U.S. Communities Advisory Board Members are committed to utilizing the Master Agreement. The Advisory Board members shall determine if the Master Agreement is of value to their agency, and will promote the Master Agreement among other public agencies nationwide. The Advisory Board in 2017 purchased more than \$168 Million Dollars of products and services from existing U.S. Communities contracts.

### **Marketing Support**

U. S. Communities provides marketing support for each Supplier's products through the following:

- National Sponsors as referenced above,
- Over 90 State and Regional Sponsors,
- Sales and marketing personnel that directly promote the U.S. Communities Suppliers to Participating Public Agencies through public agency meetings, webinars, direct mail, email, online and print advertising, social media, articles, and exhibiting and presenting at national and local trade shows.
- U.S. Communities provides Suppliers government sales training and a host of marketing and sales management tools to effectively increase sales through U.S. Communities.

### **Multiple Awards**

Multiple awards may be issued as a result of the solicitation. Multiple Awards will ensure that any ensuing Master Agreements fulfill current and future requirements of the diverse and large number of Participating Public Agencies.

The City of Kansas City, MO reserves the right to award the contract locally and/or nationally in the aggregate, by section, multiple award, primary, secondary, and tertiary, whichever is in the best interest of the City of Kansas City and Participating Public Agencies as a result of this solicitation.

## **Evaluation of Proposals**

Proposals will be evaluated by the Lead Public Agency in accordance with, and subject to, the relevant statutes, ordinances, rules and regulations that govern its procurement practices.

U.S. Communities Advisory Board members and other Participating Public Agencies will assist the Lead Public Agency in evaluating proposals. The Supplier(s) whose response(s) affirmatively meets the requirements of this Request for Proposal and provides the best overall value will be eligible for a contract award. U.S. Communities reserves the right to make available or not make available Master Agreements awarded by a Lead Public Agency to Participating Public Agencies.

**1. Have you read and do you acknowledge the above Introduction and Overview? Please state any questions or concerns you have regarding this information in the Comments section provided below.**

Priority: 3. Response Type: Choose from a List. True/False. Comment? yes

**2. Click to write the question**

Priority: 0. Response Type: Text.

## **2 Instructions and Conditions**

Point Value: 0

### **1. PURPOSE**

The City of Kansas City, Missouri ("City") invites you to submit a proposal for Elevator, Escalator and Walkway Maintenance and Modernization Services, Inspection Services, and Related Solutions as listed in Section 3 of this Request for Proposal.

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### **2. DUE DATE FOR PROPOSALS**

Proposers shall submit Proposals to the **City Contact Persons** listed below utilizing the RFP365 online tool by 11:00 p.m. (CST) on Friday, June 8th.

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### **3. CITY CONTACT PERSONS**

#### General, Technical and Proposal Submission Questions

Proposers shall submit their Proposal and any general questions or issues about any aspect of this RFP to the following City Contact persons:

Cedric Rowan, Manager of Procurement Services  
Procurement Services Division  
City Hall, 1<sup>st</sup> Floor, Room 102 W  
414 East 12<sup>th</sup> Street, Kansas City, Missouri 64106  
(816) 513-0814 (Phone) [Cedric.Rowan@kcmo.org](mailto:Cedric.Rowan@kcmo.org) (Email)

Delois Moore, Senior Procurement Officer  
Procurement Services Division  
City Hall, 1st Floor, Room 102 W  
414 East 12th Street, Kansas City, Missouri 64106  
(816) 513-0807 (Phone) Delois.Moore@kcmo.org (Email)

Questions should be submitted through the RFP365 online tool and addressed to both Cedric Rowan and Delois Moore. The deadline for questions is Friday, May 18th at 12:00p.m (CST).

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#### 4. DEFINITIONS

- This Request for Proposals ("RFP" or "solicitation") is an invitation by the City for Proposers to submit an offer, which may be subject to subsequent discussions and negotiations by the City and the Proposer.
  - "Proposal" means any document, submittal, interview, presentation, discussion, negotiation, and everything and anything provided in response to this RFP regardless whether the submission is an oral or written submission.
  - By submitting a proposal to the City, Proposer agrees that the Proposer does not obtain any right in or expectation to a contract with the City or a vested interest or a property right in a contract with the City regardless of the amount of time, effort and expense expended by Proposer in attempting to obtain a written executed contract with the City that complies with Section 432.070, RSMo, the City Charter and City ordinances.
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#### 5. ESTIMATED SCHEDULE

The listed dates in the "Estimated Schedule" are tentative. The City reserves the right to change or extend any and all dates including the due date for proposals for any reason at any time including after the due date for proposals.

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RFP issued	Tuesday, May 1st, 2018
Non-Mandatory* Pre-Proposal Conference City of Kansas City, Missouri City Hall 414 East 12th Street 1st Floor Conference Room General Services Department Kansas City, MO 64106	Wednesday, May 16th, 2018

\*Suppliers need to make their best efforts to attend this pre-proposal conference. MBE/WBE goals (for local contract) and national requirements will be discussed in detail.

Deadline for questions to be submitted	Friday, May 18th, 2018, 12pm CST
Deadline for Proposals to be submitted	Friday, June 8th, 2018, 11pm CST
Presentations (via phone conference), if necessary	Wednesday, June 20th, 2018
Selection/Negotiations	June/July, 2018
City Council Approval	July, 2018
Contract Start Date	October 1st, 2018

## 6. RFP DOCUMENTS

This RFP consists of the following sections:

- This RFP
- Scope of Work
- Standard City Contract
- HRD Documents
- National Requirements

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## 7. EXAMINATION OF ALL RFP DOCUMENTS AND REQUIREMENTS

- Each Proposer shall carefully examine all RFP documents and thoroughly familiarize themselves with all RFP requirements prior to submitting a proposal to ensure that Proposer's Proposal meets the intent of this RFP.
- Before submitting a Proposal to the City, each Proposer shall be responsible for making all investigations and examinations that are necessary to ascertain any and all conditions and requirements that affect the requirements of this RFP. Failure to make such investigations and examinations shall not relieve the Proposer from Proposer's obligation to comply, in every detail, with all provisions and requirements of the RFP.
- By submitting a Proposal to the City, Proposer certifies that Proposer has provided the City with written notice of all ambiguities, conflicts, mistakes, errors or discrepancies that Proposer has discovered in the RFP, the Proposed Contract, Scope of Services and any other document. By executing a Contract with the City, Proposer certifies that Proposer communicated to City all ambiguities, conflicts, errors or discrepancies that it has discovered in the RFP, the Proposed Contract, Scope of Services and any other document and that written resolution thereof by the City as embodied in the final Contract is acceptable to Proposer.

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## 8. QUESTIONS AND CLARIFICATIONS ABOUT THIS RFP

- Question Deadline

- Proposers may submit written questions, request clarifications or provide notice to the appropriate City Contact person listed in number 3 (above) of any ambiguities, conflicts, mistakes, errors or discrepancies that Proposer has discovered in the RFP, the Proposed Contract, Scope of Services and any other solicitation document at any time until one (1) week prior to the due date for proposals.
  - The City will answer all inquiries by any Proposer in writing. If any inquiry results in a change in the RFP, the City will issue an Addendum and the Addendum will be on the City's website. It is the responsibility of Proposers to check and City's website for addenda. <http://www.kcmo.gov>
  - Questions - Post Deadline
    - If a Proposer discovers any ambiguities, conflicts, mistakes, errors or discrepancies **after the deadline for questions and clarifications or after the proposal due date**, Proposer shall immediately submit the ambiguity, conflict, mistake, error or discrepancy to the appropriate City Contact person listed in number 3 (above). The City, in its sole discretion, shall determine the appropriate response to any issue raised by any Proposer.
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## 9. SUBMISSION OF PROPOSALS

**All proposal documents must be submitted in the exact order as listed in the City RFP.**

- The City uses RFP365 for the electronic distribution and submission of this RFP's responses.
- Respondents will prepare their answers and upload completed forms in this electronic platform.
- Respondents can prepare responses to RFP questions that include:
  - Formatted text, using the formatting options in the text editor
  - Uploaded files, including completed forms and supporting documentation. Use the *paperclip* icon in the text editor to upload a file.
  - Embedded images. Thumbnails of images can be uploaded into the text, resized, and placed using the controls through *picture frame* icon in the text editor.
  - Links to external website which are publicly available.
- Respondents using the RFP365 platform can add internal team members to help in the preparation of their responses. By clicking on the Users page through the drop-down under your name in the upper right-hand corner, you can invite team members to collaborate on responses.
- Users of this platform must have an internet connection and can use browsers including: Google Chrome, Mozilla Firefox, Apple Safari, and Microsoft Internet Explorer 9 or newer. Users on old versions of browsers which are not supported by this application will be warned at the login screen that they are using an unsupported browser. Google Chrome and Mozilla Firefox are free browsers and can be installed on the user's computer at no charge.
- Users of RFP365 can send and receive messages to the RFP owner by using the messaging feature in the top-right corner of this RFP screen. Messages will be responded to accordingly and an email of any message will be copied to the respondent point of contact.
- Each response can be assigned to users of the respondent's team. They can set internal due dates and manage the progress inside of the RFP365 platform.
- Only complete and approved responses can be submitted.

- Submission after the due date at 11:00 p.m. (Central time) is not allowed.
  - Technical support for this application is available at [support@rfp365.com](mailto:support@rfp365.com).
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## **10. CONTENT OF PROPOSAL**

In the subsequent sections of this proposal, respondents will be required to prepare answers to various questions. These sections include, but are not limited to, the following:

- Business/Firm Profile and Legal Structure
  - Experience
  - Pricing/Cost Proposal
  - Technical and Functional Requirements
  - U.S. Communities Administration Agreement (signed, unaltered)
  - U.S. Communities Supplier Worksheet for National Program Consideration
  - U.S. Communities Supplier Information
  - References
  - Sustainability
  - Other Required Documents
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## **11. EVALUATION CRITERIA**

- Any evaluation criteria or weighting of criteria is used by the City only as a tool to assist the City in selecting the best proposal for the City. Evaluation scores or ranks do not create any right in or expectation to a contract with the City regardless of any score or ranking given to any Proposer by the City. In other words, even if the City gives a Proposer the highest rank and highest score, the Proposer still has no expectation of a contract with the City and the City may choose to contract with any other Proposer regardless of the score or rank of the other Proposer.
  - The City may change criteria and criteria weights at any time including after the due date for proposals.
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## **12. INTERVIEWS**

The City, in its sole discretion, may interview none, one, some or all of the Proposers who submit proposals.

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## **13. DISCUSSIONS AND NEGOTIATIONS**

The City, in its sole discretion, may do any or all of the following:

- evaluate Proposals and award a contract with or without discussions or negotiations with any or all of the Proposers;
- discuss and negotiate anything and everything with any Proposer or Proposers at any time;
- request additional information from any or all Proposers;
- request a Proposer or Proposers to submit a new Proposal;

- request one or more best and final offers from any or all Proposers;
  - accept any Proposal in whole or in part;
  - require a Proposer to make modifications to their initial Proposals;
  - make a partial award to any or all Proposers;
  - make a multiple award to any or all of Proposers;
  - terminate this RFP, and reissue an amended RFP.
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#### **14. PROPOSAL MUST REMAIN FIRM IRREVOCABLE OFFER TO CITY FOR 90 DAYS**

- By submitting a proposal to the City, Proposer agrees that Proposer's Proposal shall constitute a firm irrevocable offer to the City that Proposer shall not withdraw or modify without the City's approval for ninety (90) days after the proposal due date. Proposer agrees that even if the City negotiates or makes a counter offer to Proposer on Proposer's original Proposal or any subsequent Proposal submitted by Proposer to the City, Proposer hereby grants to the City, in the City's sole discretion, the unconditional right for the City to accept Proposer's original Proposal and the City's negotiation or counter offer shall not be deemed to be a counter offer.
  - After ninety (90) days, the City can accept any proposal or subsequent proposals from any Proposer with the consent of the Proposer at any time and regardless of the length of time that has passed from the proposal due date.
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#### **15. SELECTION**

The City will select the proposal that in the City's sole judgment the City determines to be the best Proposal. Section 432.070, RSMo requires the City to have a written executed contract signed by both parties prior to anyone performing services or providing any goods, supplies, materials or equipment to the City.

The written executed contract must also comply with the City Charter and City Ordinances.

This means that a proposer does not have a contract with the City until a written contract is *executed*. A contract is *executed* when all of the following have occurred: (1) the City Council authorizes the execution of a contract with the Proposer (if City Council approval is requested by City staff or is required by City Ordinance); (2) persons with actual authority to bind both the City and the Proposer execute the contract; (3) the contract is approved by the Law Department; (4) the City issues a purchase order to the Contractor with the Director of Finance's certification of availability of funds for the contract; and (5) any other required step.

A Proposer does not have a contract with the City until all the steps are completed.

If the City does not complete all required steps, there is no contract between the City and the Proposer and the City has absolutely no contractual or financial obligation to any Proposer regardless of the amount of time, effort and money spent by the Proposer responding to the RFP and attempting to negotiate and obtain a contract with the City.

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## **16. REJECTION OF PROPOSALS**

The City reserves the unconditional right to reject any or all proposals received in response to this RFP at any time prior to the City executing a contract that meets the requirements of Section 432.070, RSMo, the City Charter and all applicable City Ordinances.

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## **17. WAIVER OF ORDINANCES, REGULATIONS AND RFP REQUIREMENTS**

- The City, at any time, may waive any requirements imposed in this RFP or by any City regulation.
  - The City may waive any requirement imposed by the City's Code of Ordinances when failure to grant the waiver will result in an increased cost to the City and the requirement waived would be waived for all Proposers for this RFP and it is in the best interest of the City to grant the waiver.
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## **18. LATE PROPOSALS**

The City, in its sole discretion, may consider proposals received by the City after the proposal due date if it is in the best interest of the taxpayers of the City to receive the late proposal(s).

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## **19. CHANGES IN THE RFP**

- After this RFP is issued, the City, in its sole discretion, may change everything or anything contained in this RFP at any time including after the Proposal due date. If the change is prior to the proposal due date, the City reserves the right, when considered necessary or appropriate, to modify this RFP.
  - If the City shall amend the RFP after the proposal due date, the City may, in its sole discretion, solicit new proposals in an amended RFP from anyone or everyone regardless whether a person submitted a proposal in response to the original RFP.
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## **20. CHANGES IN EXECUTED CONTRACT AND ADDITIONAL WORK**

- After the City executes a contract in accordance with the requirements of Section 432.070, RSMo, the City Charter and City Ordinances, the City may, in its sole discretion, amend the contract to change anything or everything associated with the contract as long as such change is in the interest of the City and as long as the Contractor agrees to the change.
  - The City, in its sole discretion, may award additional contracts for related work or subsequent Project phases to the selected Contractor.
  - The City, in its sole discretion, may extend the term of the contract with the selected Contractor notwithstanding the expiration of the initial term or any subsequent term or all options to renew, until the City has a new contract in place with either Proposer or another provider or until the City terminates the Contract.
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## **21. PROPOSER SOLELY RESPONSIBLE FOR ALL COSTS**

Regardless of the amount of time, effort, cost and expense incurred by a Proposer in Proposer's attempt to

win this City contract, Proposer agrees that Proposer shall be solely responsible and liable for any and all costs incurred by Proposer.

The City shall have no liability or responsibility for any of Proposer's costs or expenses.

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## **22. OWNERSHIP OF PROPOSALS**

By submitting its Proposal, Proposer hereby agrees that Proposer's Proposal and any supplementary material submitted by the Proposer shall become property of the City.

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## **23. DISCLOSURE OF PROPRIETARY INFORMATION**

- A Proposer may attempt to restrict the disclosure of scientific and technological innovations in which the Proposer has a proprietary interest, or other information that is protected from public disclosure by law, which is contained in the Proposal by marking each response of each such document prominently with the words "Proprietary Information";
  - After either a contract is executed pursuant to the RFP, or all submittals are rejected, if access to documents marked "Proprietary Information", as provided above, is requested under the Missouri Sunshine Law, the City will notify the Proposer of the request, and it shall be the burden of the Proposer to establish that such documents are exempt from disclosure under the law.
  - If the Proposer elects to challenge a formal request for such information made to the City and if the Proposer is unsuccessful in keeping such information closed, the Proposer shall pay for any and all costs, attorney fees and fines that are a result of Proposer's attempt to keep the information closed.
  - Notwithstanding the foregoing, in response to a formal request for information, the City reserves the right to release any documents if the City determines that such information is a public record pursuant to the Missouri Sunshine Law. The City shall have no liability to any Proposer or anyone else for releasing any Proprietary Information of a Proposer even if the City is negligent in releasing or disclosing any Proprietary Information of any Proposer.
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## **24. CLOSED RECORDS**

All Proposals including interviews, presentations and documents, and meetings relating thereto may remain closed records or meetings under the Missouri Sunshine Law until a contract is executed or until all Proposals are rejected by the City. If the City amends this RFP, Proposals submitted in response to the original RFP may remain closed records until a contract is executed or all proposals submitted in response to the amended RFP are rejected.

Proposals shall remain closed records even if the City mistakenly informs all Proposers that it is rejecting any and all Proposals prior to amending the RFP as long as the City intends to amend the RFP and resolicit Proposals.

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## **25. AFFIRMATIVE ACTION**

It is the policy of the City that any person or entity entering into a contract with the City, will employ applicants and treat employees equally without regard to their race, color, sex, religion, national origin or ancestry, disability, sexual orientation, gender identity or age.

The City's Affirmative Action ordinance requires that any person or entity who employs fifty (50) or more persons and is awarded a contract from the City totaling more than \$300,000.00 must:

- Execute and submit an affidavit, in a form prescribed by the City, warranting that the Contractor has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the contract.
- Submit, in print or electronic format, a copy of the Contractor's current certificate of compliance to the City's Human Relations Department (HRD) prior to receiving the first payment under the contract, unless a copy has already been submitted to HRD at any point within the previous two (2) calendar years. If, and only if, Contractor does not possess a current certification of compliance, Contractor shall submit, in print or electronic format, a copy of its affirmative action program to HRD prior to receiving the first payment under the contract, unless a copy has already been submitted to HRD at any point within the previous two (2) calendar years.
- Require any Subcontractor awarded a subcontract exceeding \$300,000.00 to affirm that Subcontractor has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the subcontract.
- Obtain from any Subcontractor awarded a subcontract exceeding \$300,000.00 a copy of the Subcontractor's current certificate of compliance and tender a copy of the same, in print or electronic format, to HRD within thirty (30) days from the date the subcontract is executed. If, and only if, Subcontractor does not possess a current certificate of compliance, Contractor shall obtain a copy of the Subcontractor's affirmative action program and tender a copy of the same, in print or electronic format, to HRD within thirty (30) days from the date the subcontract is executed

If you have any questions regarding the City's Affirmative Action requirements, please contact HRD at (816) 513-1836 or visit the City's website: [www.kcmo.gov](http://www.kcmo.gov)

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## **26. TAX CLEARANCE FOR CITY and LOCAL GOVERNMENTS**

The local governments of the City of Kansas City, Jackson County, Missouri; Johnson County, Kansas; and the Unified Government of Wyandotte County/Kansas City, Kansas (collectively the "Local Governments"), have agreed to help enforce each other's Tax Laws to insure that taxpayer funded contracts are performed by Contractors in compliance with the Tax Laws of the Local Governments. Contractor agrees that Contractor shall be in compliance with the Tax Laws of the Local Governments throughout the term of this contract and any contract renewals and that proof of Contractor's compliance with the Tax Laws of the Local Governments shall be a condition precedent to City making City's first payment under the contract or any contract renewal.

The selected Contractor may obtain the City tax clearance letter from the City's Commissioner of Revenue at (816) 513-1135 or (816) 513-1089 and authorize the City to obtain the Clearance letters from the Local Governments of City of Kansas City, Jackson County, Missouri; Johnson County, Kansas; and

the Unified Government of Wyandotte County/Kansas City, Kansas (collectively the "Local Governments"), dated not more than ninety (90) days from the date of submission.

<http://www.kcmo.gov>

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## **27. INDEMNIFICATION**

The City's standard contract requires that the Contractor shall indemnify, defend and hold harmless the City and any of its agencies, officials, officers, or employees from and against all claims, damages, liability, losses, costs, and expenses, including reasonable attorneys' fees, arising out of or resulting from any acts or omissions in connection with the contract, caused in whole or in part by Contractor, its employees, agents, or Subcontractors, or caused by others for whom Contractor is liable, including negligent acts or omissions of the City, its agencies, officials, officers, or employees. The contract requires Contractor to obtain specified limits of insurance to insure the indemnity obligation. **Contractor has the opportunity to recover the cost of the required insurance in the Contract Price by including the cost of that insurance in the Proposal.**

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## **28. BUY AMERICAN AND MISSOURI PREFERENCE POLICIES**

- Buy American Preference. It is the policy of the City that any manufactured goods or commodities used or supplied in the performance of any City contract or any subcontract thereto shall be manufactured or produced in the United States whenever possible. When proposals offer quality, price, conformity with specifications, term of delivery and other conditions imposed in the specifications that are equal, the City shall select the proposal that uses manufactured goods or commodities that are manufactured or produced in the United States.
  - Buy Missouri Preference. It is the policy of the City to give preference to all commodities manufactured, produced, or grown within the State of Missouri and to all firms, corporations, or individuals doing business as Missouri firms, corporations, or individuals, when the quality is equal or better and delivered price is the same or less. It is the Proposer's responsibility to claim these preferences.
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## **29. MISSOURI SECRETARY OF STATE BUSINESS ENTITY REGISTRATION**

Prior to execution of a contract with the City, the apparent successful Proposer must submit a current copy of Proposer's Certificate of Good Standing from the Missouri Secretary of State's website.

<http://www.sos.mo.gov>

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## **30. CITY OF KANSAS CITY MISSOURI BUSINESS LICENSE**

Prior to execution of a contract with the City, the apparent successful Proposer must submit a current copy of Proposer's valid business license.

Proposers may obtain this business license from the City's Revenue Division/Business License section at

(816) 513-1135 or visit the City's website. <http://www.kcmo.gov>

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### **31. PROHIBITED ACTIVITIES BY FORMER CITY EMPLOYEES AND OFFICIALS**

Section 2-1018 of the City's Code prohibits former elected City officials and former executive or administrative employees of the City from trying to influence a decision of the City on behalf of an employer or client for one (1) year after that former employee or official leaves the City's employ. By submitting a Proposal, Proposer affirms that Proposer and its team members and employees are in compliance with the requirements of Section 2-1018. Failure to comply with the requirements of Section 2-1018 may cause the Proposal to be rejected.

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### **32. EMPLOYEE ELIGIBILITY VERIFICATION**

If this contract exceeds five thousand dollars (\$5,000.00), Supplier shall execute and submit an affidavit, in a form prescribed by the CITY, affirming that Supplier does not knowingly employ any person in connection with the contracted services who does not have the legal right or authorization under federal law to work in the United States as defined in 8 U.S.C. §1324a(h)(3). Supplier shall attach to the affidavit documentation sufficient to establish Supplier's enrollment and participation in an electronic verification of work program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration and Reform and Control Act of 1986. Supplier may obtain additional information about E-Verify and enroll at <https://e-verify.uscis.gov/enroll/StartPage.aspx?JS=YES>.

For those Suppliers enrolled in E-Verify, the first and last pages of the E-Verify Memorandum of Understanding that Supplier will obtain upon successfully enrolling in the program shall constitute sufficient documentation for purposes of complying with this section. Supplier shall submit the affidavit and attachments to the CITY prior to execution of the contract, or at any point during the term of the contract if requested by the CITY.

The affidavit is found under Section 24 - Employee Eligibility Verification Affidavit.

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### **33. COOPERATIVE PROCUREMENT WITH OTHER JURISDICTIONS**

Proposer must acknowledge acceptance or decline by returning the form found under Section 22 - Cooperative Procurement with Other Jurisdictions Form.

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### **34. RENEWAL OPTION**

- The period of performance under the contract is for an initial term of five (5) years, with three (3) two-year renewal options.
- The continuation of the incumbent Supplier in the option year(s) is a prerogative of the Buyer and is not a contractual right of the Supplier. The Buyer's decision as regards exercising the option(s) is not subject to appeal.

The products and services which are the subject of this Master Agreement may be covered by a service or maintenance agreement. The term of the service or maintenance agreement shall be governed by that document and may survive the expiration of this Master Agreement.

### **35. CITY OF KANSAS CITY, MISSOURI MBE/WBE/SLBE CONTRACT REQUIREMENTS**

The City desires that City certified Minority Business Enterprises (MBEs) and City certified Women Business Enterprises (WBEs) have a maximum opportunity to participate in the performance of City contracts. The MBE/WBE participation goals for this Project are 10% **MBE** participation and 0% **WBE** participation.

The City's HRD Forms and Instructions are incorporated into this Request for Proposals and the Contract Documents. **The forms can be found in Section 21.**

The City of Kansas City, Missouri has a list of City Certified MBEs/WBEs/SLBEs at <http://kcmo.org/CKCMO/Depts/Ci...> (click on the "DMWBE Directory Search"). Please contact the City's Human Relations Department at 816-513-1836 for assistance on any aspect of the MBE/WBE/SLBE program.

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### **36. WAIVER OF MBE/WBE REQUIREMENTS**

The City Council, in its sole discretion, may waive any and all MBE/WBE requirements imposed by this solicitation and any Proposal Documents or the MBE/WBE Ordinance, and award the contract to the best Proposer if the City Council determines a waiver is in the best interests of the City.

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**1. Have you read and do you acknowledge the above Instructions and Conditions? Please state any questions or concerns you have regarding this information in the Comments section provided below.**

Priority: 3. Response Type: Choose from a List. True/False. Comment? yes

### **3 Scope of Work**

Point Value: 20

#### **GENERAL DEFINITION OF PRODUCTS AND/OR SERVICES**

Suppliers are to propose the broadest possible selection of ELEVATOR, ESCALATOR AND WALKWAY MAINTENANCE AND MODERNIZATION SERVICES, INSPECTION SERVICES, AND RELATED SOLUTIONS they offer. The intent of this solicitation is to provide Participating Public Agencies with products, services and solutions to meet their various needs. Therefore, the Suppliers should have demonstrated experience in providing the Products and Services as defined in this Request for Proposal, including but not limited to:

- **Elevator, Escalator, Walkway, Wheelchair Lift, Platform Lift, and Dumbwaiter Maintenance:** This includes the furnishing of all material, labor, supervision, tools, supplies, and other expenses necessary to provide full service and preventative maintenance services, and repairs of every description, including inspections, adjustments, test and replacement of

parts as herein specified for all equipment covered under this Request for Proposal. Include the complete range of maintenance services and solutions offered by Supplier for all manufacturers' equipment to keep equipment in safe, fully operational condition. Such maintenance services are to include reliable established and documented maintenance procedures and schedules to insure reliable performance of equipment under a regularly scheduled program. This includes using a structured maintenance management program to deliver high quality service tailored to each specific unit's needs. Equipment type, component life, equipment usage, and building environment should be taken into account by the Supplier in this scheduling system, which will be used to plan maintenance activities in advance. The Supplier is to have an established system for fully documenting maintenance procedures performed, service calls received and answered and major repairs scheduled and completed. The Supplier is to have an effective system of self-audit mechanism to insure designated tasks are completed as scheduled, with the ability to provide periodic written condition report covering each piece of equipment.

- **Elevator, Escalator, Walkway, Wheelchair Lift, Platform Lift and Dumbwaiter Modernization:** This includes the furnishing of all material, labor, supervision, tools, supplies and other expenses necessary to provide repairs, upgrades and modernization of every description for all equipment covered under this Request for Proposal. Supplier is to offer the complete range of repairs and upgrade solutions ranging from any improvement, modification, renovation or additional equipment or features added or made to existing elevators, escalators, and walkway equipment to better the performance, safety, cosmetic appearance or to meet any new code (building or equipment) requirements, local jurisdiction requirements, insurance requirements or to repair any equipment that may need to be modified or replaced due to obsolescence, flood, fire, any damage done to equipment for any reason, part failure, misuse or age. Examples include, but are not limited to, new or update controllers for all types of equipment, new or update signal fixtures for all types of equipment, new hydraulic jack, machine or pump unit modifications or replacements, new or modifications to elevator cab interiors, new door edges, new valves, new ropes, new or modified door equipment, new or modified car door operators, new or modified hoistway doors or equipment, ADA upgrades, any code upgrades, and escalator or walkway steps or pallets, complete replacement (except for truss) and handrails.
- **Elevator, Escalator, Walkway, Wheelchair Lift, Platform Lift and Dumbwaiter Inspections:** This includes routine inspections, periodic inspections/test witnessing, final acceptance test witnessing, plan reviews, accident investigations, maintenance audits/surveys, fire service/emergency power test witnessing, insurance carrier inspection and other related services.
- **Related Products, Services and Solutions:** Additional related products, services or solutions offered by Supplier.

Additional details about service levels and requirements are provided in Section 6.

**1. Have you read and do you agree to the Scope of Services? If you have any narrative, please place it in the Comments section provided below.**

Priority: 5. Response Type: Choose from a List. True/False. Comment? yes

**2. If there are any concerns/issues with this section, please place a detail of those items in the Comments section provided below for this question.**

Priority: 5. Response Type: Text.

#### **4 Authorized Representative Form**

Point Value: 0

By submission of the RFP response, the Proposer certifies that:

- 1 It has not paid or agreed to pay any fee or commission, or any other thing of value contingent upon the award of this contract, to any City of Kansas City, Missouri employee or official or to any current consultant to the City of Kansas City, Missouri;
- 2 It has not paid or agreed to pay any fee or commission or any other thing of value contingent upon the award of this contract, to any broker or agent or any other person;
- 3 The prices contained in this Proposal have been arrived at independently and without collusion, consultation, communication or agreement intended to restrict competition;
- 4 It has the full authority of the Offeror to execute the Proposal and to execute any resulting contract awarded as the result of, or on the basis of, the Proposal;
- 5 Proposer will not withdraw the Proposal for ninety (90) days.

**1. I hereby certify that I have both the legal authority from my business/firm and the right to enter into this contractual agreement with the City of Kansas City, Missouri, and have read, understood, and hereby fully accept all the terms, conditions, specifications, and pricing information contained within this document as well as any and all subsequent pages, addenda, and notices.**

Priority: 5. Response Type: Choose from a List. True/False. Comment? yes

**2. Authorized Representative name and title**

Priority: 5. Response Type: Text.

**3. Authorized Representative phone number and email address**

Priority: 5. Response Type: Text.

**4. Firm's name and physical address**

Priority: 5. Response Type: Text.

**5. Email address for Purchase Order**

Priority: 5. Response Type: Text.

## 5 Standard City Contract

Point Value: 0

Please review the attached files for the City's Standard Contracts for Facility Repair and Maintenance.

Facility Repair Maintenance Contract Part I and Facility Repair and Maintenance Contract Part II.

### 1. Will you be able to comply with the Standard City Contracts?

Priority: 5. Response Type: Choose from a List. True/False. Comment? yes

### 2. Please state any questions or concerns you have regarding the Standard City Contracts.

Priority: 5. Response Type: Text.

## 6 Service Level Requirements and Scope Details

Point Value: 15

### Overview

The importance of consistently maintaining the Equipment in a safe, fully operational condition demands that the Supplier have an effective maintenance management program. Such a program includes pre-established and documented maintenance procedures and schedules on which will insure reliable performance of elevators under regularly scheduled maintenance. Supplier will use a structured maintenance management program to deliver high quality service tailored to each specific unit's needs. Equipment type, component life, equipment usage, and building environment will be taken into account by the Supplier in this scheduling system, which will be used to plan maintenance activities in advance. The Supplier will have an established system for fully documenting maintenance procedures performed, service calls received and answered and major repairs scheduled and completed. The Supplier will have an effective system of self-audit mechanism to insure designated tasks are completed as scheduled, and will provide an annual written condition report covering each piece of equipment.

- 1 Any corrections found to be necessary within twenty (20) days of the termination of agreement or any extension thereof shall be the responsibility of the Supplier.
- 2 In addition to all of the specifications outlined in this Section, any and all items in the manufacture's literature concerning preventative maintenance and any other pertinent procedures must be performed according to the manufacturer's specifications and timelines.
- 3 All work shall be performed during regular working hours of regular working days unless otherwise authorized by the City Representative.
  - Contractor shall proceed with work when so requested and work continuously and diligently until completed.
  - Skilled tradesmen with a minimum of three years of field experience shall be provided to perform all work required under this Contract.
  - Contractor shall maintain direct communication capability with the City's representative 24 hours a day, seven (7) days a week, during the Contract period.
  - Emergency Work - Respond to the service location within two (2) hours of receiving notification from the City Representative.
  - Non-Emergency - Work shall be scheduled within three (3) working days of notification or as otherwise approved by the City's Representative.

- City of Kansas City Aviation Department will receive Overtime Callback coverage on all units that are listed as Contract Type "A".
  - Contractor shall perform any and all work requested by City.
  - Conferences will be held at the request of City or Contractor.
  - The Scope of Services here will be extended to Participating Public Agencies, unless specifically altered in a properly executed end user service agreement.
- 4 OSHA Guidelines: The vendor shall be familiar with and operate within the guidelines as set forth by the Occupational Safety and Health Act.
  - 5 For all operations requiring the placement and movement of the Supplier's equipment, Supplier shall observe and exercise, and compel its employees to observe and exercise, all necessary caution and discretion so as to avoid injury to persons, damage to property of any and all kinds, and annoyance to or undue interference with the movement of the public and City personnel. All ladders, scaffolding or other devices used to reach the surface of objects not otherwise accessible, shall be of sound construction, firm and stable, and shall be maintained in good condition. All such equipment shall be moved onto the areas where they are required, placed, shifted where necessary, and removed from the areas in such manner as to provide maximum safety to persons and property and cause the least possible interference with the normal usage of such areas by the public and City personnel.
  - 6 Warranty Guarantee: The Supplier warrants and guarantees that all equipment and materials to be furnished under this proposal are free from all defects in workmanship and materials. The Supplier further warrants, guarantees and agrees to remedy all such defects and to replace at Supplier's expense and at no expense to the City any or all labor, transportation, part or parts of the equipment or materials to be furnished under this proposal which are or become defective due to such defects within twelve (12) months after date of receipt by the City within ten (10) business days after receipt of notification of such defect(s).
  - 7 Defective Material: The successful Supplier shall agree to accept, for full credit and return shipping charges, the return of any item received which is found to be deficient in quality or defective in packaging so as to render the item unusable for its intended purpose. Merchandise so designated shall be replaced at the full expense of the Supplier within seven (7) calendar days.
  - 8 Standard Work Processes: The Supplier shall have in its possession written procedures of all maintenance tasks to be performed, complete and thorough in description. These written procedures will include the step-by-step tasks necessary to comprehensively complete the procedure. Written procedures will be made available to all Supplier personnel who could reasonably expect to be working on any of the equipment covered under this contract on either a permanent or temporary basis. The purpose of this requirement is to ensure uniformity of the quality of Work performed and to provide documentation toward that goal.

#### **Maintenance and Modernization Services to be Performed**

- 1 The work required consists of providing elevator, escalator, wheelchair lift, chair lift, and walkway maintenance, modernization and repair services at various city-owned facilities in Jackson, Clay, Platte and Cass Counties.
- 2 Services shall include, but are not limited to:

- Maintenance work orders for preventative maintenance to repair or replace equipment including inspections, adjustments, testing and replacement of parts, as herein specified, for the safe and smooth operation of the equipment
- Oil and grease work orders to reduce wear and prolong the useful life of moving parts of equipment through proper lubrication on as-needed basis.
- Emergency repairs on short notice may be required in order to restore facilities to full operating condition.
- Provide all necessary equipment and supplies.

i. All parts used in full maintenance shall be manufactured by or approved by the manufacturer of the equipment being serviced and shall be compatible with original equipment. The Contractor shall furnish all products, materials, or parts necessary for the completion of work or required by applicable codes and shall furnish lubricating oils and greases of proper type and weight, rope preservative and wiping cloths. All materials and parts shall be provided in accordance with the requirements herein specified for the maintenance of all elevators and escalators listed. The contractor must own and maintain in stock, at all times for *immediate delivery and installation*, a sufficient supply of emergency parts for repair of each piece of equipment. Spare parts shall be genuine manufacturers' parts designed for the equipment on which they are to be used. No substitutes shall be permitted. The Contractor shall maintain an up-to-date inventory of all spare parts by part number.

ii. Contractor shall maintain, in stock, available for immediate usage, an inventory of replacement parts for microprocessor equipment used in the elevator systems.

iii. Contractor shall have full capabilities to reprogram or change the program of the elevator microprocessor.

iv. Contractor's service technicians shall carry diagnostic equipment designed to analyze programming and microprocessor functions and malfunctions.

3. Contractor shall provide a schedule of planned PM service calls. This schedule shall be prepared and shared with the designated representative for each Department no less than 1 month in advance of the scheduled PM service call. The schedule shall include a date with a 4 hour block of time when the Contractor will be on site for the monthly or quarterly PM service call.

4. Contractor shall prepare an Asset Management Plan (AMP) for each piece of equipment covered by this contract. The AMP shall identify regularly scheduled tasks and recommended repairs and upgrades for each Department's review. The AMP will cover the initial term of the contract, allowing each Department to plan and budget for maintenance and upgrades in a proactive manner. The AMP should also include the likely remaining life/usefulness of the equipment.

5. In preparation for annual inspections, Contractor will work with each Department to review possible concerns and schedule repairs in advance of inspection.

#### **Class "A" Complete Preventative Maintenance**

- 1 Contractor will provide complete maintenance on the following equipment as described herein. Complete maintenance includes providing systematic examinations, cleaning, lubrication, adjustments, and when conditions warrant, repair or replacement of parts.

The work to be performed by the Supplier under the specifications shall consist of furnishing all material, labor, supervision, tools, supplies, and other expenses necessary to provide full service and preventative maintenance services, and repairs of every description, including inspections, adjustments, test and replacement parts as herein specified.

The Supplier shall systematically examine, adjust, lubricate, clean and when conditions warrant, repair or replace the following basic and major components as well as all other mechanical or electrical equipment, including, but not limited to, the following items. Supplier shall include as a part of its response any additional components that it considers a part of preventive maintenance.

## **1 HYDRAULIC ELEVATORS**

**Basic components:** Controller components: resistors, timers, fuses, overloads, minor contacts, wiring, coils; packing, drive belts, strainers, functional components of car and corridor operating stations, hangers and tracks, door operating devices, door gibs, guide shoes, rollers, traveling cables, signal lamps (replacement during regular visits only), interlocks, door closers, buffers, switches, door protection devices, and alarm bells.

**Major components:** Exposed piping in the Machine Room and hoistway, motor, PC boards, pump, pump unit, solid state devices, contactors, and valve.

## **2. TRACTION ELEVATORS**

**Basic Components:** Selector motors; brake: pads, lining, disks or shoes, magnet coils, brushes & commutators; controller components: resistors, timers, fuses, overloads, minor contacts, wiring, coils; functional components of car and corridor operating stations; hangers and tracks, door operating devices, door gibs, guide shoes, rollers, traveling cables, signal lamps (replacement during regular visits only), interlocks, door closers, buffers, overspeed governors, car and counterweight safeties, alarm bells, switches, and door protection devices.

**Major components:** Hoist motors, hoist ropes, machine, machine & sheave bearings, machine brake, motor generators, PC boards, sheave & sheave assemblies, solid state devices, and contactors.

## **3. ESCALATORS**

**Basic components:** Step rollers, belts, controller components: resistors, timers, fuses, overloads, minor contacts, wiring, coils; brake: pads, lining, disks or shoes.

**Major components:** Brake, escalator machine or drive units, handrail, handrail drive chains, main drive chains or belts, PC boards, solid state devices, contactors, sprockets, step chains.

## **4. WALKWAYS**

**Basic components:** Step rollers, belts, controller components: resistors, timers, fuses, overloads, minor contacts, wiring, coils; brake: pads, lining, disks or shoes.

**Major components:** Brake, escalator machine or drive units, handrail, handrail drive chains, main drive chains or belts, PC boards, solid state devices, contactors, sprockets, step chains.

## **5. WHEELCHAIR LIFT**

Periodically inspect, make minor adjustments, lubricate, and make recommendations for repair or replacement of components.

Re-lamping of signal fixtures will occur during regularly scheduled preventive maintenance service visits.

## **6. CHAIR LIFT**

Periodically inspect, make minor adjustments, lubricate, and make recommendations for repair or replacement of components.

Re-lamping of signal fixtures will occur during regularly scheduled preventive maintenance service visits.

## **7. PLATFORM LIFT**

Periodically inspect, make minor adjustments, lubricate, and make recommendations for repair or replacement of components.

Re-lamping of signal fixtures will occur during regularly scheduled preventive maintenance service visits.

## **8. DUMBWAITERS**

**Basic components:** Controller components: resistors, timers, fuses, overloads, minor contacts, wiring, coils; brake: pads, lining, disks or shoes, magnet coils, brushes & commutators; functional components of car and corridor operating stations; hangers and tracks, door operating devices, door gibs, guide shoes, rollers, traveling cables, signal lamps (replacement during regular visits only), interlocks, door closers, buffers, overspeed governors, car and counterweight safeties, alarm bells, switches, and door protection devices.

**Major components:** Brake, hoist motor, hoist ropes, machine, machine & sheave bearings, motor generators, PC boards, sheave and sheave assemblies, solid 'state devices, and contactors.

### **Class "B" Examination, Oil and Grease Service**

- 1 Refer to previous applicable descriptions of work and materials required.
- 2 Examine equipment herein described using skilled maintenance mechanics, with a minimum of three years of field experience, under contractor's supervision.
- 3 Service shall include labor and all related expenses necessary for providing monthly examinations, oil and grease service of elevators including but not limited to cleaning and oiling machine, motor, signal devices, interlocks and controller, greasing or oiling guides, necessary minor adjustments at time of regular examinations and furnishing necessary lubricating oils and greases, rope preservative, and wiping cloths.
- 4 All Class "B" work is to be performed during regular working hours of regular working days of the elevator trade.

### **Modernization**

- 1 Supplier shall offer a complete range of repairs and upgrade solutions ranging from any improvement, modification, renovation or additional equipment or features added or made to existing elevators, escalators, walkway, wheelchair lift, chair lift, platform lift and dumbwaiter equipment to better the performance, safety, cosmetic appearance or to meet any new code (building or equipment) requirements, local jurisdiction requirements, insurance requirements or to repair any equipment that may need to be modified or replaced due to obsolescence, flood, fire, any damage done to equipment for any reason, part failure, misuse or age. Examples include, but are not limited to, new or updated controllers for all types of equipment, new or updated signal fixtures for all types of equipment, new hydraulic jack, machine or pump unit modifications or replacements, new or modifications to elevator cab interiors, new door edges, new valves, new ropes, new or modified door equipment, new or modified car door operators, new or modified hoistway doors or equipment, ADA upgrades, any code upgrades, and escalator or walkway steps or pallets, complete replacement (except for truss) and handrails.

- 2 Supplier shall examine the existing equipment, determine condition of any retained components; space conditions, power supply, mainline disconnect, and make any surveys necessary to repair and/or upgrade and modernize equipment.
- 3 Any retained components are to be examined, cleaned, and adjusted as necessary.
- 4 Supplier shall provide temporary screens between equipment before work starts and remove at completion of project.
- 5 City has the first right of refusal to retain any equipment components that are to be removed and modernized with new equipment. All removed components shall remain property of the City, until the City notifies the Supplier, in writing, of removed components that City would like to retain. All remaining equipment not to be retained by the City or reused by the Supplier shall be promptly removed from the building by the Supplier at no cost to the City, and become the property of the Supplier. The Supplier shall make every attempt to recycle removed equipment. The Supplier shall correct any damage to building surfaces and surrounding areas if damaged during the removal of this equipment at no cost to the City.
- 6 Supplier shall visit the building, examine the existing conditions, power supply, mainline disconnect, and include all work needed to ensure a fully code compliant repair, upgrade or modernization.

#### **Work Sequence**

- 1 Contractor shall coordinate with the building manager of each facility listed prior to performing any work specified in the contract. All work shall be done in sequence and at times which will cause the least amount of interruption of normal activities and will not endanger the normal security of the facility or the safety of personnel.

#### **Communication and Response**

- 1 The contractor shall maintain the following communication capability with the City for responding to emergency call back service requests:
  - Provide 24-hours a day, seven days per week, emergency call back service which consists of responding promptly to service requests from the City's authorized representatives made by telephone or other means.
  - Provide emergency service within two (2) hours of service request unless otherwise directed by the City's representative.

#### **Emergency Call Back Services**

- 1 "Emergency call back" is defined as a request from the City to the contractor, to service a specific piece of equipment, to correct any problem and/or condition, which, in the City's opinion, needs attention, immediately or before the contractor's next scheduled preventative maintenance visit.
- 2 Emergency call back service shall be limited to repairs or adjustments required to restore equipment to safe and reliable service in cases where a shut-down emergency develops between regular examinations.
- 3 Contractor will, at no charge to the City, provide emergency call back service during the regular working hours of the elevator trade on all equipment covered by Class "A" Complete Maintenance. If emergency callback service is required on equipment covered by Class "A" Complete Maintenance outside of normal working hours, the City will pay only the difference between the regular hourly billing rate and the regular overtime billing rate applicable for each

overtime hour worked according to the hourly rates specified on the "Emergency On Call Rate Schedule."

- 4 City will pay the Contractor the full applicable hourly rate for emergency callback service on all equipment not covered by Class "A" Complete Maintenance according to the hourly rates specified on the "Emergency On Call Rate Schedule."

## **Records**

- 1 The Supplier will have an established record keeping system. The documentation system will include all reports of elevator service calls placed by the City and track the time and date of each occurrence, the response time and nature of the problem both reported and ultimately discovered and the steps taken to correct the problem. These records will also be kept on an individual unit basis.
- 2 Supplier will keep archived a maintenance history, used by the technician to record completed work. The maintenance history must indicate the last completion date for each procedure by unit. The history shall be maintained throughout the life of the contract so that procedures completed in years prior to the current year are properly documented.
- 3 Supplier shall provide copies of all service tickets, initialed and checked Maintenance Report form to City and any Participating Public Agency with invoice.
- 4 Supplier shall maintain in the elevator, escalator or walkway machine room all maintenance records in accordance with the requirements of ASME A17.1, 2004, Item 8.6.1.4.
- 5 At any other time, at the City's request, Supplier shall provide the City with additional copies of its standard Customer report of repairs, tests, and service calls for the units, listed per unit.
- 6 Plans and documents shall be updated with any changes made and shall remain in possession and ownership by the City. Documentation shall include all programming changes and modifications to protect the reliability of the documentation.
  - The individual manufacturer's "Field Service Manuals" for elevator and escalator installation and maintenance are on site with the controller as required by Code.
  - Contractor shall provide and keep current an approved chart, posted in the elevator mechanic's room, indicating the status of all servicing and maintenance work performed and shall indicate date work was performed.
- 7 In addition to phone service requests, Supplier shall provide an online service to allow City direct access to the 24-hour dispatching system and database from a personal computer. This service shall allow the City to place a service call and review the status of the service of the service call directly from the personal computer. The City shall further be able to access repair and service call history for any units on Contract. The Supplier shall provide instructions and training on how to use the system.
- 8 At a minimum, the Supplier's online system will be able to provide the following:
  - 12 month rolling history of callback data that will show dates, times, reported problem and resolution. Data will be "live" to show status of call (received, dispatched, onsite, done)
  - Mean Time Between Callback data on a per property and per unit basis
  - 6 month history of all visits to the property including those for maintenance, callbacks, testing, and repairs.
  - Proposal history to view any open proposals and service recommendations.
  - Local sales representative and superintendent contact information.

- Generate e-mails to the City for callback notifications, summary of callbacks (either weekly, monthly, quarterly, or annually).
- Indicate if equipment has remote monitoring.
- Data shall be able to be downloaded in to excel or pdf format,

Prior to contract start, the Supplier shall provide the Internet web address, and instructions and training on how to use the system.

### **Contractor Responsibilities**

- 1 Prepare binding project specification/cost estimate for each project requested by the City, at no cost to the City.
- 2 Provide labor and equipment within seven (7) days of notification to proceed, unless an alternate time is authorized by the project manager.
- 3 Supply all personnel, equipment, supplies, and services to complete the requested project.
- 4 Exercise best professional judgment in performing the contract services (and shall be liable for any loss incurred by the City resulting from failure to meet standards).
- 5 Perform this contract in compliance with all applicable present and future federal, state, and local laws and regulations.
- 6 Contractor shall supervise, inspect and direct the work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the work in accordance with the Contract documents.
  - Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures of construction.
  - Contractor shall be solely responsible for scheduling and coordinating the work of subcontractors, suppliers and other persons and organizations performing or furnishing any of the work under a direct or indirect contract with Contractor.
  - Contractor shall be responsible to see that the completed work complies accurately with the Contract documents.
  - At all times during the progress of the work, Contractor shall assign a competent resident superintendent of the work.
  - The superintendent will be Contractor's representative at the Site and shall have authority to act on behalf of Contractor.
  - All communications given to or received from the superintendent shall be binding on Contractor.
  - If it is determined to be in the best interest of the work, Contractor shall replace the project manager, resident superintendent or any other employee of the Contractor, Subcontractors, Suppliers or other persons or organizations performing or furnishing any of the work on the project upon written request by the City.
- 7 All materials shall be of good quality as provided in the Contract documents.
  - All warranties and guarantees specifically called for by the Contract shall expressly run to the benefit of City.
  - If required by City, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.
  - All materials shall be stored, applied, and used in accordance with instructions of the applicable supplier, except as otherwise provided in the Contract documents.

## Site Inspections

- 1 The City reserves the right to make site inspections and/or take samples at any time on an unannounced basis for the purpose of verifying the accuracy of services, procedures, and/or documentation applicable to the contract.
- 2 The Contractor shall call for and schedule all required Inspections for Permitted work as required by Chapter 18 of the KCBRC and corresponding ASME Standards.

## Authorization to Work

### 1 Work Orders

- 1 Contractor will receive work orders by telephone, electronic mail or facsimile from the City's Representative to perform maintenance work.
- 2 If Contractor determines the maintenance work order will exceed \$5,000.00, a written not-to-exceed proposal may be requested, with a proposed number of calendar days required to perform the work. Work on such maintenance Work Orders shall not begin until written authorization is given by the City's Representative. Proposals shall include but not be limited to the following:
  - 1 Include this Contract Number.
  - 2 Itemize all anticipated site expenses including all material and labor costs based on the applicable prevailing wage rates.
  - 3 Include proposed number of Calendar Days required to complete the ordered work.
- 2 Samples, product information, and manufacturer's warranty information shall be submitted when requested by the City's Representative.
- 3 Contractor's written proposal, if required, will serve as a maximum not-to-exceed cost amount and include the number of estimated work hours and total repair cost.

### 4 Emergency Work

- 1 Contractor will receive work Orders by telephone, electronic mail or facsimile from the City's Representative to perform emergency work. The Contractor will be given a Work Order number.
- 2 If, after being dispatched to perform emergency work, the Contractor determines that repairs totaling \$5,000 or more are necessary, that fact shall be reported to the City's Representative. A written proposal may be required at the discretion of the City's Representative before the work is performed
- 3 Contractor's written proposal, if required, will serve as a maximum not-to-exceed cost amount and include the number of estimated work hours and total repair cost.

### 5 Not-To-Exceed Proposals

- 1 Contractor shall submit a written not-to-exceed proposal as required and when requested by City's Representative.

### 6 Stop Work Orders

- 1 The City reserves the right to verbally order that all work cease on a project at any time.
- 2 The individuals authorized to issue verbal work stop orders are:

7

- 1 City's representative
- 2 City Risk Manager

- 3 The City will be obligated to pay for supplies used and service performed up to the stop work order.

#### **Job Site Administration**

- 1 General: The contractor or a duly authorized project manager acting for the contractor shall continually be present at the site of the work while work is in progress for the duration of the project.
- 2 The Contractor's representative or service tech will contact the designated representative for the facility upon arrival and also before leaving the site. Before leaving the site, a debriefing of the work done, findings of the equipment and any additional work needed will be reported to the City representative. A written summary of these points will, also, be submitted. The Contractor representative will confirm if the equipment is in service or is out of service. If the equipment is left out of service, an explanation of why, what work needs to be done to make it operational again, and anticipated time frame to complete the work will be covered in the debriefing.
- 3 Contractor will meet with representatives from each Department individually on a quarterly basis, or as requested by the Department, to review status of service, concerns, upcoming repair schedule, recommendations for repairs/upgrades, etc

#### **Rental Equipment**

- 1 Contractor shall obtain prior approval from the City's Representative to rent equipment other than that required to be provided. Contractor will not be reimbursed for unauthorized rental equipment.
- 2 Should the need arise for special equipment, other than that required to be provided in the hourly rate, and special equipment must be rented, the reimbursement shall be at cost with no markup. If Contractor owns such equipment, reimbursement will be made to Contractor for use of the equipment at a rate determined by the average rental rates available in the area.

#### **Use of Site**

- 1 During execution of Work, all areas of all buildings shall remain occupied except those where work is actually being performed.
- 2 Contractor shall confine Contractor's equipment, the storage of materials and equipment, and the operations of workers to the site and other areas identified in and permitted by the City.
- 3 Contractor shall not unreasonably encumber the site and the other areas with equipment or other materials or equipment.
- 4 Contractor shall cover or otherwise protect equipment which is not feasible for City to remove from areas during work.
- 5 The Contractor shall provide protective padding, tarpaulins, and other material as necessary to ensure existing floor, wall, and ceiling finishes not included in the work are not damaged.
- 6 Contractor shall assume full responsibility for any damage to the site or the other areas, or to the owner or occupant thereof, or of any adjacent land or areas, resulting from the performance of the work.
- 7 During the progress of the work, Contractor shall keep the site and the other areas free from accumulations of waste materials, rubbish and other debris resulting from the work.

- 8 At the completion of the work, Contractor shall remove all waste materials, rubbish and debris from Site and other areas as well as all tools, appliances, construction equipment and machinery and surplus materials.
- 9 Contractor shall leave the site clean and ready for utilization or occupancy by City at completion of the work.
- 10 Contractor shall restore to all property not designated for alteration by the Contract documents to its pre-work condition.

### **Labor Compensation**

- 1 Hourly rate will be paid to the Contractor for each workman while on the job site only.
- 2 For purpose of billing for labor used for work performed under this Contract, the Labor Compensation shall be the applicable hourly wage on the trade or craft that applies.
- 3 The hourly labor includes the following items and the City shall not be liable for or bill separately for same.
  - Contractor-owned usual and customary tools, machinery and equipment, including operating expenses, for the types of construction, maintenance and repair specified herein, including but not limited to:
  - Service trucks and all related expenses.
  - Normal expendables
  - General Conditions including Insurance and Bonds
  - Office expenses
  - Profit and other overhead

### **Invoices**

- 1 Contractor shall invoice the City for each completed Work Order referencing Purchase Order Number.
- 2 Invoices must include but not be limited to the following information:
  - Work/Task Order Number if applicable.
  - Description of Work performed with exact location(s) including Facility Code Building Location if listed on the chart below.
  - Total hours worked by each trade and applicable hourly wage rate bid.
  - Itemized costs of all materials and other allowable expenses showing cost to contractor and cost with mark-up applied, as applicable.
  - Total of all itemized costs and when applicable, the lump sum not-to-exceed proposed costs.
  - Copies of material invoices for the Contractor's suppliers for all materials, suppliers used.
  - Landfills receipts, if applicable. Reimbursement for landfill fees shall be at the Contractor's cost plus 10%.

### **Airport Security Requirements**

- 1 Contractor shall comply with all airport security requirements at those locations.
- 2 Contractor shall comply with Transportation Security Administration ("TSA") Background Check. Each employee of the Contractor engaged in furnishing the described services shall be subject to a criminal history records check as required by the TSA. The Contractor shall pay a \$35.00 fee for each employee for fingerprinting and background processing and a \$100.00

security deposit for each badge issued. The security deposit is returned when the badge is surrendered or at the completion of the contract. Additionally, each employee performing services on site shall attend required Security Identification Display Area ("SIDA") training and comply with all applicable security rules and regulations.

- 3 Restricted Areas/Security. Contractor will be responsible for complying with any and all applicable present and future rules, regulations, restrictions, ordinances, statutes, laws and/or orders of any federal, state or local governmental entity regarding airfield security. Contractor shall fully comply with all applicable provisions of the Transportation Security Administration ("TSA") Regulations, 49 CFR Part 1542 (and Part 1544 if Lessee is an Air Carrier), *TSA Security Guidelines for General Aviation Airports*, and *Aviation Department Policy on Passenger Carrier Flights at Charles B. Wheeler Downtown Airport*, or as it may be amended or superseded, City has adopted a Security Plan for the Airport approved by the TSA pursuant to Transportation Security Regulation ("TSR"), Part 1542. Contractor agrees to be bound by and follow the Security Plan. Any access to the Airport granted to Contractor shall not be used, enjoyed or extended to any person, entity or vehicle engaged in any activity or performing any act or furnishing any service for or on behalf of the Contractor that Contractor is not authorized to engage in or perform under this Contract unless expressly authorized in writing by the Director in accordance with TSR, Part 1542. In the event Contractor, its officers, employees or invitees cause or contribute to unauthorized persons or vehicles entering the air operations areas of the Airport, or otherwise violate the Security Plan or any laws, regulations, rules, etc. governing airport security, and in addition to any other remedies available hereunder, Contractor shall be liable to City for an amount equal to any civil penalty imposed on City by the TSA.

The City's preventative maintenance plan calls for a service technician to be assigned full time to the airport project site to perform preventative maintenance on the equipment. The service technician will be responsible for the maintenance, repair and testing of all the elevator and escalator equipment at the project.

### **Inspections, Tests and Reports**

- 1 Contractor shall provide all labor, tools, equipment, materials and all incidentals required and/or implied for the complete and satisfactory performance of routine and periodic inspections and witnessing of periodic tests of all equipment in the Scope of Work as required by the City.
- 2 Contractor shall be an experienced and competent service provider who has satisfactorily inspected and witnessed the testing of equipment of this type to the degree included in these specifications. Inspectors and Inspection Supervisors shall be qualified in accordance with ASME QEI-1 2013. Inspectors shall also be certified to perform elevator inspections by the International Code Council (ICC) and by an agency accredited by the ASME to certify elevator inspectors and inspection supervisors.
- 3 The Contractor shall not be a firm actively engaged in providing elevator maintenance and/or repair services.

- 4 Contractor will perform all required tests, including an annual safety test for all elevators and escalators and the five (5) year full load test for the electric elevators, performed in the presence of a City Codes inspector and State inspectors. Contractor will perform a pressure relief test and a yearly leakage test on hydraulic elevators as required by the A.S.M.E. A-17 .1 code. Tests shall be performed as required by the American National Standards Institute (ANSI), as referenced herein.
- 5 Testing of all safety devices and governors, as required by the American National Standards Institute (ANSI), 2010 edition, Section 17.1 and Section 17.3, as adopted under the code of general ordinances for the City of Kansas City, Missouri, and at regular intervals not exceeding one (1) year. The contractor shall promptly correct any defects that may be found in the testing and examining of safety devices.
- 6 The specific dates and times of visits shall be scheduled to the mutual satisfaction of the Contractor and the Public Agency's maintenance providers. Unless otherwise requested, all testing and inspections should be performed during normal business hours.
- 7 The contractor shall submit a written inspection report within ten (10) business days to the City. The report should include the existence of the development of and defects in, or repairs required to, the equipment and shall also furnish a written, detailed estimate of the cost to make the necessary repairs.
- 8 After tests have been performed, all safety devices shall be checked and adjusted as required to meet manufacturer's recommendations. Equipment shall not be placed in service until all tests, checks and adjustments are complete and equipment is in proper working condition. The Supplier shall not be held responsible for any damage to the building and equipment caused by the test, unless such damage is a result of negligence. Failure to follow correct procedures to prevent damage and failure to perform pretest examinations shall be considered negligence by the Supplier.
- 9 Supplier shall perform annual test of Firefighter's Service features on each elevator with such features as outlined in ANSI A17.1 Code, and shall provide monthly tests of this Firefighters service when local code requirements necessitate such testing to be performed by elevator service technicians.
- 10 Periodically inspection services may be required other than those specified here (ex. acceptance inspections for major alterations or other inspections at a greater frequency than that specified herein). All extra inspection services shall be performed according to the applicable version of ASME A17.1 and A17.2 and local codes and ordinances, and shall be performed on an hourly labor rate basis according to the labor rates provided in Appendix A-3.

## **7 Business/Firm Profile and Legal Structure**

Point Value: 0

Please prepare responses for each of the following in the space provided:

**1. Legal Name, address, phone, fax, e-mail, Federal ID#, and website address.**

Priority: 3. Response Type: Text.

**2. Brief history of business/firm including date the business/firm was established under the current name.**

Priority: 3. Response Type: Text.

**3. List all services provided by the business/firm.**

Priority: 3. Response Type: Text.

**4. Number of total employees including number of total employees in Kansas City, Missouri and number of employees in Greater Kansas City Area.**

Priority: 3. Response Type: Text.

**5. Type of ownership, or legal structure of business/firm.**

Priority: 3. Response Type: Text.

**6. Has the business/firm ever failed to complete work for which a contract was issued? If yes, explain the circumstances.**

Priority: 3. Response Type: Choose from a List. True/False. Comment? yes

**7. Are there any civil or criminal actions pending against the business/firm or any key personnel related in any way to contracting? If yes, explain in detail. Are there any current unresolved disputes/allegations?**

Priority: 3. Response Type: Choose from a List. True/False. Comment? yes

**8. Provide a brief history of the business/firm's contractual litigation, arbitration, and mediation cases for the last five (5) years that are material and relevant to this contract.**

Priority: 3. Response Type: Text.

**9. Has the business/firm ever been disqualified from working for the City or any other public entity? If yes, explain the circumstances.**

Priority: 3. Response Type: Choose from a List. True/False. Comment? yes

## **8 Experience**

Point Value: 10

For questions 1-5 below, describe the five (5) most relevant or comparable contracts completed by your business/firm during the past five (5) years.

For each listed contract, provide a narrative that includes:

- 1 the assigned project personnel
- 2 scope of services provided
- 3 dollar amount of the contract
- 4 contractual performance standards versus your actual performance
- 5 the contracting entity's contact person, e-mail address, cell phone number, and telephone number
- 6 summary of how your business/firm delivered services
- 7 pricing and contractual compensation terms

**1. Relevant contract description #1**

Priority: 3. Response Type: Text.

**2. Relevant contract description #2**

Priority: 3. Response Type: Text.

**3. Relevant contract description #3**

Priority: 3. Response Type: Text.

**4. Relevant contract description #4**

Priority: 3. Response Type: Text.

**5. Relevant contract description #5**

Priority: 3. Response Type: Text.

**9 Pricing/Cost Proposal**

Point Value: 25

**PRICING INFORMATION**

The Proposer must submit the Cost Proposal in the following format:

- 1 Attachment 1 - City of Kansas City Maintenance/Modernization Pricing ([ATTACHMENT 1 City of Kansas City and Sample Projects Pricing.xlsx](#))
- 2 Attachment 2 - National Maintenance/Modernization Pricing ([ATTACHMENT 2 National Pricing.xlsx](#))
- 3 Attachment 3- National Inspection Pricing ([ATTACHMENT 3 National Inspection Pricing.xlsx](#))

**1. Attach Attachment 1-3 as indicated above.**

Priority: 5. Response Type: File Attachment. Comment? yes

**2. Please detail any additional pricing incentives ortha rebates that may be available, such as for large volume purchases by Participating Public Agencies.**

Priority: 5. Response Type: File Attachment. Comment? yes

**3. Proposer may proposed fixed prices for the first three years of the contract for evaluation. Note about Renewal Pricing: The City realizes that price changes may occur over the term of the contract. The City is interested in obtaining the best price in the initial term of the contract as well as the best price for any renewal years. In proposing price changes subsequent to the first three years, you may propose no increase, a decrease, a constant percentage increase, the consumer price index or an appropriate producer price index. You may offer several alternatives. Although the City will not be required or obligated to exercise all renewal options, assume the City will exercise all renewal options for offering renewal pricing.**

Priority: 5. Response Type: File Attachment. Comment? yes

**4. Include any additional information here related to pricing, rebates or discounts. This could include additional discounts, catalogs, or any other criteria relevant to the pricing proposal.**

Priority: 5. Response Type: File Attachment. Comment? yes

## 10 U.S. Communities Supplier Qualifications

Point Value: 0

### **Commitments**

U.S. Communities views the relationship with an awarded Supplier as an opportunity to provide maximum benefit to both the Participating Public Agencies and to the Supplier.

The successful foundation of the partnership requires commitments from both U.S. Communities and the Supplier. U.S. Communities requires the Supplier to make the four commitments set forth below (Corporate, Pricing, Economy, Sales) to ensure that Supplier is providing the highest level of public benefit to Participating Public Agencies:

#### **(a) Corporate Commitment.**

(i) The pricing, terms and conditions of the Master Agreement shall, at all times, be Supplier's primary contractual offering of Products and Services to Public Agencies. All of Supplier's direct and indirect marketing and sales efforts to Public Agencies shall demonstrate that the Master Agreement is Supplier's primary offering and not just one of Supplier's contract options.

(ii) Supplier's sales force (including inside, direct and/or authorized dealers, distributors and representatives) shall always present the Master Agreement when marketing Products or Services to Public Agencies.

(iii) Supplier shall advise all Public Agencies that are existing customers of Supplier as to the pricing and other value offered through the Master Agreement.

(iv) Upon authorization by a Public Agency, Supplier shall transition such Public Agency to the pricing, terms and conditions of the Master Agreement.

(v) Supplier shall ensure that the U.S. Communities program and the Master Agreement are actively supported by Supplier's senior executive management.

(vi) Supplier shall provide a national/senior management level representative with the authority and responsibility to ensure that the Supplier's Commitments are maintained at all times. Supplier shall also designate a lead referral contact person who shall be responsible for receiving communications from U.S. Communities concerning new Participating Public Agency registrations and for ensuring timely follow-up by Supplier's staff to requests for contact from Participating Public Agencies. Supplier shall also provide the personnel necessary to implement and support a supplier-based internet web page dedicated to Supplier's U.S. Communities program and linked to U.S. Communities' website and shall implement and support such web page.

(vii) Supplier shall demonstrate in its procurement solicitation response and throughout the term of the Master Agreement that national/senior management fully supports the U.S. Communities program and its commitments and requirements. National/Senior management is defined as the executive(s) with companywide authority.

(viii) Where Supplier has an existing contract for Products and Services with a state, Supplier shall notify the state of the Master Agreement and transition the state to the pricing, terms and conditions of the Master Agreement upon the state's request. Regardless of whether the state decides to transition to the Master Agreement, Supplier shall primarily offer the Master Agreement to all Public Agencies located within the state.

#### **(b) Pricing Commitment.**

(i) Supplier represents to U.S. Communities that the pricing offered under the Master Agreement is the lowest overall available pricing (net to purchaser) on Products and Services that it offers to Public

Agencies. Supplier's pricing shall be evaluated on either an overall project basis or the Public Agency's actual usage for more frequently purchased Products and Services.

(ii) Contracts Offering Lower Prices. If a pre-existing contract and/or a Public Agency's unique buying pattern provide one or more Public Agencies a lower price than that offered under the Master Agreement, Supplier shall match that lower pricing under the Master Agreement and inform the eligible Public Agencies that the lower pricing is available under the Master Agreement. If an eligible Public Agency requests to be transitioned to the Master Agreement, Supplier shall do so and report the Public Agency's purchases made under the Master Agreement going forward. The price match only applies to the eligible Public Agencies. Below are three examples of Supplier's obligation to match the pricing under Supplier's contracts offering lower prices.

(A) Supplier holds a state contract with lower pricing that is available to all Public Agencies within the state. Supplier would be required to match the lower state pricing under the Master Agreement and make it available to all Public Agencies within the state.

(B) Supplier holds a regional cooperative contract with lower pricing that is available only to the ten cooperative members. Supplier would be required to match the lower cooperative pricing under the Master Agreement and make it available to the ten cooperative members.

(C) Supplier holds a contract with an individual Public Agency. The Public Agency contract does not contain any cooperative language and therefore other Public Agencies are not eligible to utilize the contract. Supplier would be required to match the lower pricing under the Master Agreement and make it available only to the individual Public Agency.

(iii) Deviating Buying Patterns. Occasionally U.S. Communities and Supplier may interact with a Public Agency that has a buying pattern or terms and conditions that considerably deviate from the normal Public Agency buying pattern and terms and conditions, and causes Supplier's pricing under the Master Agreement to be higher than an alternative contract held by Supplier. This could be created by a unique end-user preference or requirements. In the event that this situation occurs, Supplier may address the issue by lowering the price under the Master Agreement on the item(s) causing the large deviation for that Public Agency. Supplier would not be required to lower the price for other Public Agencies.

(iv) Supplier's Options in Responding to a Third Party Procurement Solicitation. While it is the objective of U.S. Communities to encourage Public Agencies to piggyback on to the Master Agreement rather than issue their own procurement solicitations, U.S. Communities recognizes that for various reasons some Public Agencies will issue their own solicitations. The following options are available to Supplier when responding to a Public Agency solicitation:

(A) Supplier may opt not to respond to the procurement solicitation. Supplier may make the Master Agreement available to the Public Agency as a comparison to its solicitation responses.

(B) Supplier may respond with the pricing, terms and conditions of the Master Agreement. If Supplier is awarded the contract, the sales would be reported as sales under the Master Agreement.

(C) If competitive conditions require pricing lower than the standard Master Agreement pricing, Supplier may submit lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales would be reported as sales under the Master Agreement. Supplier would not be required to extend the lower price to other Public Agencies.

(D) Supplier may respond to the procurement solicitation with pricing that is higher (net to buyer) than the pricing offered under the Master Agreement. If awarded a contract, Supplier shall still be bound by all obligations set forth in this Section 3.3, including, without limitation, the requirement to continue to advise the awarding Public Agency of the pricing, terms and conditions of the Master Agreement.

(E) Supplier may respond to the procurement solicitation with pricing that is higher (net to buyer) than the pricing offered under the Master Agreement and if an alternative response is permitted, Supplier may offer the pricing under the Master Agreement as an alternative for consideration.

(c) **Economy Commitment.** Supplier shall demonstrate the benefits, including the pricing advantage, of the Master Agreement over alternative options, including competitive solicitation pricing and shall proactively offer the terms and pricing under the Master Agreement to Public Agencies as a more effective alternative to the cost and time associated with such alternate bids and solicitations.

(d) **Sales Commitment.** Supplier shall market the Master Agreement through Supplier's sales force or dealer network that is properly trained, engaged and committed to offering the Master Agreement as Supplier's primary offering to Public Agencies. Supplier's sales force compensation and incentives shall be greater than or equal to the compensation and incentives earned under other contracts to Public Agencies.

(i) **Supplier Sales.** Supplier shall be responsible for proactive sales of Supplier's Products and Services to Public Agencies and the timely follow-up to sales leads identified by U.S. Communities. Use of product catalogs, targeted advertising, direct mail, online marketing and other sales initiatives are encouraged. All of Supplier's sales materials targeted towards Public Agencies shall include the U.S. Communities logo. U.S. Communities hereby grants to Supplier, during the term of this Agreement, a non-exclusive, revocable, non-transferable, license to use the U.S. Communities name, trademark, and logo solely to perform its obligations under this Agreement, and for no other purpose. Any goodwill, rights, or benefits derived from Supplier's use of the U.S. Communities name, trademark, or logo shall inure to the benefit of U.S. Communities. U.S. Communities shall provide Supplier with its logo and the standards to be employed in the use of the logo. During the term of the Agreement, the Supplier shall provide U.S. Communities with its logo and the standards to be employed in the use of the logo for purposes of reproducing and using Supplier's name and logo in connection with the advertising, marketing and promotion of the Master Agreement to Public Agencies. Supplier shall assist U.S. Communities by providing camera-ready logos and by participating in related trade shows and conferences. At a minimum, Supplier's sales initiatives shall communicate that (i) the Master Agreement was competitively solicited by the Lead Public Agency, (ii) the Master Agreement provides the Supplier's best overall pricing and value to eligible agencies, (iii) there is no cost to Participating Public Agencies, and (iv) the Master Agreement is a non-exclusive contract.

(ii) **Branding and Logo Compliance.** Supplier shall be responsible for complying with the U.S. Communities branding and logo standards and guidelines. Prior to use by Supplier, all U.S. Communities related marketing material must be submitted to U.S. Communities for review and approval.

(iii) **Sales Force Training.** Supplier shall train its national sales force on the Master Agreement and U.S. Communities program. U.S. Communities shall be available to train on a national, regional or local level and generally assist with the education of sales personnel.

(iv) **Participating Public Agency Access.** Supplier shall establish the following communication links to facilitate customer access and communication:

(A) A dedicated U.S. Communities internet web-based homepage that is accessible from Supplier's homepage or main menu navigation containing:

- (1) U.S. Communities standard logo with Founding Co-Sponsors logos;
- (2) Copy of original procurement solicitation;
- (3) Copy of Master Agreement including any amendments;
- (4) Summary of Products and Services pricing;

- (5) Electronic link to U.S. Communities' online registration page; and
- (6) Other promotional material as requested by U.S. Communities.
- (B) A dedicated toll-free national hotline for inquiries regarding U.S. Communities.
- (C) A dedicated email address for general inquiries in the following format: uscommunities@(name of supplier).com.
- (v) Electronic Registration. Supplier shall be responsible for ensuring that each Public Agency has completed U.S. Communities' online registration process prior to processing the Public Agency's first sales order.
- (vi) Supplier's Performance Review. Upon request by U.S. Communities, Supplier shall participate in a performance review meeting with U.S. Communities to evaluate Supplier's performance of the covenants set forth in this Agreement.
- (vii) Supplier Content. Supplier may, from time to time, provide certain graphics, media, and other content to U.S. Communities (collectively "Supplier Content") for use on U.S. Communities websites and for general marketing and publicity purposes. During the term of the Agreement, Supplier hereby grants to U.S. Communities and its affiliates a non-exclusive, worldwide, free, transferrable, license to reproduce, modify, distribute, publically perform, publically display, and use Supplier Content in connection with U.S. Communities websites and for general marketing and publicity purposes, with the right to sublicense each and every such right. Supplier warrants that: (a) Supplier is the owner of or otherwise has the unrestricted right to grant the rights in and to Supplier Content as contemplated hereunder; and (b) the use of Supplier Content and any other materials or services provided to U.S. Communities as contemplated hereunder will not violate, infringe, or misappropriate the intellectual property rights or other rights of any third party.

**1. Have you read and do you agree to the U.S. Communities Supplier Qualifications? If you have any narrative, please place it in the Comments section provided below.**

Priority: 5. Response Type: Choose from a List. True/False. Comment? yes

## **11 U.S. Communities Administration Agreement & MICPA Information**

Point Value: 0

The Administrative Agreement outlines the Supplier's general duties and responsibilities in implementing the U.S. Communities contract. **The Supplier is required to execute the U.S. Communities Administration Agreement unaltered (attached here) and submit without exception or alteration. Failure to do so may result in disqualification.**

Additionally, each Participating Public Agency enters into a Master Intergovernmental Cooperative Purchasing Agreement (MICPA) (attached here) outlining the terms and conditions that allow access to the Lead Public Agencies' Master Agreements. Under the terms of the MICPA, the procurement by the Participating Public Agency shall be construed to be in accordance with, and governed by, the laws of the state in which the Participating Public Agency resides.

**1. Have you read and do you agree to the U.S. Communities Administration Agreement? If you have any narrative, please place it in the Comments section provided below.**

Priority: 5. Response Type: Choose from a List. True/False. Comment? yes

**2. As a reminder, the Supplier is required to execute the U.S. Communities Administration Agreement unaltered (attached above) and submit it here without exception or alteration. Failure to do so will result in disqualification. Please attach the scanned Administration Agreement below.**

Priority: 5. Response Type: File Attachment. Comment? yes

**3. Do you acknowledge that you have read the U.S. Communities Master Intergovernmental Cooperative Purchasing Agreement (MICPA)? If you have any narrative, please place it in the Comments section provided below.**

Priority: 5. Response Type: Choose from a List. True/False. Comment? yes

## **12 U.S. Communities Supplier Worksheet for National Program Consideration**

Point Value: 15

Suppliers are required to meet specific qualifications. Please respond to each qualification statement below. The [Supplier Worksheet for National Program Consideration.docx](#) is also attached for your reference.

**1. Will pricing for all Products/Services offered be the most competitive pricing offered by your organization to Participating Public Agencies nationally?**

Priority: 3. Response Type: Choose from a List. True/False. Comment? yes

**2. Does your company have the ability to provide products and services to any Participating Public agency in all 50 states? (If no, identify the states where you do not have the ability to provide products and services in the Comments section provided.)**

Priority: 3. Response Type: Choose from a List. True/False. Comment? yes

**3. Does your company have a national sales force, dealer network or distributor with the ability to call on Participating Public Agencies in at least 35 U.S. states? (If no, identify the states where you have the ability to call on Participating Public Agencies in the Comments section provided.)**

Priority: 3. Response Type: Choose from a List. True/False. Comment? yes

**4. Check which applies for your company sales last year in the United States:**

Priority: 0. Response Type: Choose from a List. Sales ranges. Comment? yes

**5. Will your company assign a dedicated National Account Manager to support the resulting U.S. Communities contract?**

Priority: 3. Response Type: Choose from a List. True/False. Comment? yes

**6. Does your company maintain records of your overall Participating Public Agencies' sales that you can and will share with U.S. Communities to monitor program implementation progress?**

Priority: 3. Response Type: Choose from a List. True/False. Comment? yes

**7. Will your company commit to following the implementation schedule provided in Section 12: New Supplier Implementation Checklist?**

Priority: 3. Response Type: Choose from a List. True/False. Comment? yes

**8. Will the U.S. Communities program contract be your lead public offering to Participating Public Agencies?**

Priority: 3. Response Type: Choose from a List. True/False. Comment? yes

**9. Submitted by (Name)**

Priority: 3. Response Type: Text.

**10. Submitted by (Title)**

Priority: 3. Response Type: Text.

**11. Please provide any narrative in the Comments section provided below, if necessary.**

Priority: 3. Response Type: Text.

**13 U.S. Communities New Supplier Implementation Checklist**

Point Value: 0



## New Supplier Implementation Checklist

Target  
Completion  
After Award

		Target Completion After Award
<b>1. First Conference Call</b>		<b>One Week</b>
Initial Kick Off Call to discuss expectations		
Set Contract Launch Date & Outline Kick Off Plan		
Establish initial contact people & roles/responsibilities		
Supplier Log-In Credentials established		
Set Agency Webinar Dates		
<b>2. Executed Legal Documents</b>		<b>One Week</b>
U.S. Communities Admin Agreement		
Lead Public Agency agreement signed		
<b>3. Program Contact Requirements</b>		<b>One Week</b>
Supplier contacts communicated to U.S. Communities Staff		
Dedicated email		
Dedicated toll free number		
<b>4. Second Conference Call</b>		<b>Two Weeks</b>
Establish Sales Training Webinar Dates		
Complete Supplier Set Up Form		
Complete User Account and User ID Form		
Identify Dates for Senior Management Meeting		
Review Contract Commitments		
<b>5. Marketing Kick Off Call</b>		<b>Two Weeks</b>
Overview of Marketing Requirements		
Establish Timeline for Marketing Deliverables		
Set Weekly Marketing Call		
Discuss Agency Webinar Slides & Set Timeframe for Deliverables		
<b>6. Initial NAM &amp; Staff Training Meetings</b>		<b>Three Weeks</b>
Discuss expectations, roles & responsibilities		
Introduce and review web-based tools		
Review process & expectations of Lead Referral contact with NAM & identified LRC		
<b>7. Senior Management Meeting</b>		<b>Four Weeks</b>
Implementation Process Progress Report		
U.S. Communities & Vendor Organizational Overview		
Supplier Manager to review & further discuss commitments		
<b>8. Review Top Joint Target Opportunities</b>		<b>Five Weeks</b>
Top 10 Local Contracts		
Review top U.S. Communities PPA's		
<b>9. Web Development</b>		
Initiate E-Commerce Conversation		<b>Two Weeks</b>
Product Upload to U.S. Communities site		<b>Five Weeks</b>

**1. Will you be able to comply with the U.S. Communities New Supplier Implementation Checklist above? Please state any questions or concerns you have regarding the U.S. Communities New Supplier Implementation Checklist in the Comments section provided below.**

Priority: 5. Response Type: Choose from a List. True/False. Comment? yes

## **14 U.S. Communities Supplier Information**

Point Value: 20

Please respond to the following requests for information about your company. Click [here](#) to see an example for Question #2

**1. National Commitments - Please provide a written narrative describing your understanding and acceptance of each of the Supplier Commitments (Corporate, Pricing, Economy, and Sales) in Section 9.**

Priority: 3. Response Type: Text.

**2. Company - Provide the total number and location of sales persons employed by your company in the United States. Please upload a file (Word, Excel, PDF) with your company's sales force profile below. See example provided in the attachment above.**

Priority: 3. Response Type: File Attachment. Comment? yes

**3. Company - Please provide a narrative of how these sales people would be used to market the contract to eligible agencies across the country. Please describe what you have in place today and your future plans, if you were awarded the contract.**

Priority: 0. Response Type: Text.

**4. Company- Explain how your company will educate its sales force about the Master Agreement.**

Priority: 0. Response Type: Text.

**5. Company - Provide the company annual sales for 2015, 2016 and 2017 in the United States. Sales reporting should be segmented into the following categories:**

<b>Segment</b>	<b>2014 Sales</b>	<b>2015 Sales</b>	<b>2016 Sales</b>
Cities			
Counties			
K-12 (Public / Private)			
Higher Education (Public / Private)			
States			
Other Public Sector and Non-profits			
Federal			

Private Sector

Total Supplier Sales

**6. Company - For the proposed products and services included in the scope of your response, provide annual sales for 2015, 2016 and 2017 in the United States. Sales reporting should be segmented into the following categories:**

<b>Segment</b>	<b>2014 Sales</b>	<b>2015 Sales</b>	<b>2016 Sales</b>
----------------	-------------------	-------------------	-------------------

Cities

Counties

K-12 (Public / Private)

Higher Education (Public / Private)

States

Other Public Sector and Non-profits

Federal

Private Sector

Total Supplier Sales

**7. Company - Provide a list of your company's ten largest public agency customers, including contact information.**

Priority: 0. Response Type: Text.

**8. Company - Please list any existing regional and/or national cooperative purchasing programs. Provide the entity's name(s), contract scope, contract term (including contract options) and annual volume by year for each of the last three years.**

Priority: 0. Response Type: Text.

**9. Distribution - Describe you company's normal order processing procedure from point of customer contact through delivery and billing.**

Priority: 0. Response Type: Text.

**10. Distribution - In what formats do you accept orders (telephone, e-commerce, etc.)?**

Priority: 0. Response Type: Text.

**11. Distribution - Please state if you use a single system or platform for all phases of ordering, processing, delivery and billing.**

Priority: 0. Response Type: Text.

**12. Distribution- Please state your normal payment terms and any quick-pay incentives available to Participating Public Agencies.**

Priority: 0. Response Type: Text.

**13. Distribution - State which forms of ordering allow the use of a procurement card and the accepted banking (credit card) affiliation.**

Priority: 0. Response Type: Text.

**14. Distribution - Describe how your company proposes to distribute the products and services nationwide.**

Priority: 0. Response Type: Text.

**15. Distribution - Identify all other companies that will be involved in processing, handling or shipping the Product to the end user.**

Priority: 0. Response Type: Text.

**16. Distribution - Provide the number, size and location of your company's distribution facilities, warehouses and retail network (if applicable).**

Priority: 0. Response Type: Text.

**17. Distribution - Describe your ability to provide customized reports (i.e. commodity histories, purchase histories by department, green spend, etc.) for each Participating Public Agency.**

Priority: 0. Response Type: Text.

**18. Distribution - Describe your company's e-commerce capabilities. Include details about your company's ability to create punch out sites and accept orders electronically (cXML, OCI, etc.).**

Priority: 0. Response Type: Text.

**19. Distribution - If applicable, describe your company's ability to do business with manufacturer/dealer/distribution organizations that are either small or M/WBE businesses as defined by the Small Business Administration.**

Priority: 0. Response Type: Text.

**20. Distribution - If applicable, describe other ways your company can be sensitive to a Participating Public Agency's desire to utilize local and/or M/WBE companies, such as number of local employees and offices in a particular geographic area, companies your firm is using that may be local (i.e. local delivery truck company), your company's diversity of owner employees, etc.**

Priority: 0. Response Type: Text.

**21. Distribution - If applicable, provide details on any products or services being offered by your company where the manufacturer or service provider is either a small or M/WBE business as defined by the Small Business Administration. Provide product/service name, company name and small/M/WBE designation.**

Priority: 0. Response Type: Text.

**22. Marketing - Provide a detailed outline of your company’s sales and marketing plan for marketing your offering to eligible agencies nationwide.**

Priority: 0. Response Type: Text.

**23. Marketing - Explain how your company will market and transition the Master Agreement into the primary offering to Participating Public Agencies. How will your organization differentiate the new agreement from existing contracts you may have today?**

Priority: 0. Response Type: Text.

**24. Marketing- Please describe your sales goals if awarded the Master Agreement, including targeted dollar volume by year: \$\_\_\_\_\_.00 in year one \$\_\_\_\_\_.00 in year two \$\_\_\_\_\_.00 in year three**

Priority: 0. Response Type: Text.

**25. National Staffing Plan - Please identify the key personnel who will lead and support the implementation period of the contract outlined in Section 13, U.S. Communities New Supplier Implementation Checklist, along with the amount of time to be devoted to implementation.**

Priority: 0. Response Type: Text.

**26. National Staffing Plan - Identify the key personnel who are to be engaged in this contract throughout the term of the contract, including each of the roles described below:**

<b>Role</b>	<b>Description of Role</b>	<b>Person Responsible</b>	<b>Time Commitment (%)</b>
Executive Sponsor	Responsible for the corporate commitment. Works with Supplier Manager.		
National Account Manager	Responsible for sales efforts and training of sales people across the country. Works daily with Program Managers and Supplier Manager.		
Lead Referral Manager	Responsible for distributing leads generated through the USC website.		
Marketing Lead	Responsible for all marketing efforts. Works with USC marketing regularly.		
IT Lead	Responsible for building USC landing page for supplier.		
Reporting Lead	Responsible for providing monthly reports to USC.		

**27. National Staffing Plan - Provide an organizational chart of your company by uploading the file below.**

Priority: 0. Response Type: File Attachment. Comment? yes

**28. National Staffing Plan - Submit a bio by uploading the file below for the person your company proposes to serve as the National Accounts Manager.**

Priority: 0. Response Type: File Attachment. Comment? yes

**29. National Staffing Plan - Submit a bio by uploading the file below for each person that will be dedicated full time to U.S. Communities account management.**

Priority: 0. Response Type: File Attachment. Comment? yes

**30. National Staffing Plan - Submit a bio by uploading the file below for key executive personnel that will be supporting the program.**

Priority: 0. Response Type: File Attachment. Comment? yes

**31. Products, Services and Solutions - Provide a description of the Products, Services and Solutions to be provided by the major product category set forth in Section III of the RFP. The primary objective is for each Supplier to provide its complete product, service and solutions offerings so that Participating Public Agencies may order a range of product as appropriate for their needs.**

Priority: 0. Response Type: Text.

**32. Products, Services and Solutions - Please describe any training and/or educational programs you offer. This may include the ability to provide on-site or online training and educational seminars or technical knowledge.**

Priority: 0. Response Type: Text.

**33. Construction and Project Management- List the state construction licenses held, either directly by the bidder or by a qualified distributor that has been continuously involved with the manufacturer.**

Priority: 0. Response Type: Text.

**34. Environmental - Provide a brief description of your company's environmental initiatives, including your company's environmental policies and/or strategies, your investments in being an environmentally preferable product leader, and any resources dedicated to your environmental strategy, including staff.**

Priority: 0. Response Type: Text.

**35. Environmental - Describe your company's recycling services. Describe any buy back or take back options offered for products sold on this contract such as batteries, mercury-containing equipment, etc. Describe your company's efforts to reduce or reuse packaging (or avoid difficult-to-recycle packaging such as polystyrene foam) and minimize the environmental footprint in the shipping process.**

Priority: 0. Response Type: Text.

**36. Financial Statements - Submit your latest Dun & Bradstreet report by uploading the file below.**

Priority: 0. Response Type: File Attachment. Comment? yes

**37. Financial Statements - Please include an audited income statement and balance sheet from the most recent reporting period by uploading the file(s) below.**

Priority: 0. Response Type: File Attachment. Comment? yes

**38. Maintenance/Modernization Only -Describe your experience with and capability to maintain/repair equipment manufacturer by other companies, including (but not limited to): a) Kone b) Dover c) ThyssenKrupp d) Otis e) Schindler**

Priority: 0. Response Type: Text.

**39. Maintenance/Modernization Only -Describe how your company will provide parts and service for equipment not manufactured by your company. Include a listing of all brands you are authorized to service nationally and describe any limitations you may have in servicing these brands.**

Priority: 0. Response Type: Text.

**40. Maintenance/Modernization Only- Describe your company's capability to modernize and upgrade equipment not manufactured by your company.**

Priority: 0. Response Type: Text.

**41. Maintenance/Modernization Only- Describe your methodologies for assisting Participating Public Agencies with scope of projects. Please explain your process from defining the required repair or modernization through the completion of that work.**

Priority: 0. Response Type: Text.

**42. Maintenance/Modernization Only- Will you work with Public Agencies to assess equipment and prepare an "Asset Management Plan" for a five year time frame for all their equipment? The AMP should include, at least, annual maintenance tasks, scheduled maintenance/upgrades for items not covered under the basic scope, and a cost estimate for all work to help the Public Agency with budgeting.**

Priority: 0. Response Type: Text.

**43. Maintenance/Modernization Only- Describe your methodology for defining maintenance procedures for each piece of equipment in a facility. Please provide an example of the written procedures provided to your service personnel to perform maintenance work.**

Priority: 0. Response Type: Text.

**44. Maintenance/Modernization Only- Describe your procedures for managing the required scheduled maintenance for each piece of equipment. How can a Participating Public Agency track that the work has been completed on schedule?**

Priority: 0. Response Type: Text.

**45. Maintenance/Modernization Only- How do you notify a Participating Public Agency about when personnel are going to be in a facility, your arrival and departure time and the work performed? Does a participating public agency sign off that the work has been performed before the worker leaves the facility?**

Priority: 0. Response Type: Text.

**46. Maintenance/Modernization Only-** Describe your ability to provide remote monitoring of equipment (on equipment made by all manufacturers).

Priority: 0. Response Type: Text.

**47. Maintenance/Modernization Only-** Describe and define all scenarios in which additional charges would apply outside of routine preventive maintenance. For the purposes of this proposal, how do you define an emergency? Please include response time, rates, travel time, if applicable, and any other charges that would apply to an emergency situation. Additionally, how do you define non-emergency services? Please include response time, rates, travel time, if applicable, and any other charges that would apply to non-emergency services.

Priority: 0. Response Type: Text.

**48. Maintenance/Modernization Only-** State your company's average response time for entrapments during regular business hours (8:00 am – 5:00 pm, except as otherwise specified) and after hours along with your company's guaranteed response time.

Priority: 0. Response Type: Text.

**49. Maintenance/Modernization Only-** State your company's average response time for callout responses during regular business hours (8:00 am – 5:00 pm, except as otherwise specified) and after hours along with your company's guaranteed response time.

Priority: 0. Response Type: Text.

**50. Maintenance/Modernization Only-** Detail out the number of units each technician is assigned for scheduled preventative maintenance and how you determine the workload for each technician.

Priority: 0. Response Type: Text.

**51. Maintenance/Modernization Only-** Describe the circumstances in which more than one technician would be required for a repair and how you would communicate to the City when this requirement arises prior to approval of any work being performed.

Priority: 0. Response Type: Text.

**52. Maintenance/Modernization Only-** What is your company's average elevator uptime?

Priority: 0. Response Type: Text.

**53. Maintenance/Modernization Only-** What is your company's callback rate?

Priority: 0. Response Type: Text.

**54. Maintenance/Modernization Only-** Describe the records you make available to public agencies. Do you provide online access to these reports?

Priority: 0. Response Type: Text.

**55. Describe your safety management program, including your company's history of safe work practices, regular safety education given to employees, and how you meet federal safety mandates. Include a listing of OSHA recordable incidents for the previous two years (2016 and 2017) and the steps your company has taken to eliminate these types of incidents.**

Priority: 0. Response Type: Text.

**56. To what extent would Participating Public Agencies pay for transportation costs? Do you charge for time on-site or time spent door-to-door?**

Priority: 0. Response Type: Text.

**57. Who is responsible for knowing different codes and regulations in different areas? How do you keep up to date on changing codes in the different municipalities in which you work?**

Priority: 0. Response Type: Text.

**58. Please provide a sample Service Agreement that you would ask a Participating Public Agency to execute before service begins. Any such Service Agreement will be based off the Terms and Conditions of the Master Agreement.**

Priority: 0. Response Type: Text.

**59. Inspections Only- How do you track inspections and help Public Agencies manage required inspections?**

Priority: 0. Response Type: Text.

**60. Inspections Only- How do you manage inspection reports?**

Priority: 0. Response Type: Text.

**61. Inspections Only- Please provide a sample inspection report showing the content a Public Agency could expect to receive.**

Priority: 0. Response Type: Text.

**62. Inspections Only- Please provide a listing of your State Licenses/Certifications.**

Priority: 0. Response Type: Text.

**63. Inspections Only- Please indicate if any sub-contractors are used to provide inspections.**

Priority: 0. Response Type: Text.

**64. Inspections Only- Please explain how you coordinate inspections with a Public Agency's maintenance provider.**

Priority: 0. Response Type: Text.

**65. Inspections Only- Describe your process for coordinating the annual QEI inspections for all equipment. Indicate who will be present for all QEIs.**

Priority: 0. Response Type: Text.

**66. Inspections Only- Describe your process for training your field inspectors.**

Priority: 0. Response Type: Text.

**67. Additional Information - Please use this opportunity to describe any/all other features, advantages and benefits of your organization that you feel will provide additional value and benefit to a Participating Public Agency. You may upload any file(s) below by using the 'paperclip' icon.**

Priority: 0. Response Type: Text.

## **15 U.S. Communities State Notice Addendum**

Point Value: 0

**Pursuant to certain state notice provisions the following public agencies and political subdivisions of the referenced public agencies are eligible to access the contract award made pursuant to this solicitation. Public agencies and political subdivisions are hereby given notice of the foregoing request for proposal for purposes of complying with the procedural requirements of said statutes:**

**Nationwide: [http://www.usa.gov/Agencies/Local\\_Government/Cities.shtml](http://www.usa.gov/Agencies/Local_Government/Cities.shtml)**

**All States in the United States of America:**

Alabama  
Alaska  
Arizona  
Arkansas  
California  
Colorado  
Connecticut  
Delaware  
Florida  
Georgia  
Hawaii  
Idaho  
Illinois  
Indiana  
Iowa  
Kansas  
Kentucky  
Louisiana  
Maine  
Maryland  
Massachusetts  
Michigan  
Minnesota  
Mississippi  
Missouri  
Montana  
Nebraska  
Nevada  
New Hampshire  
New Jersey  
New Mexico  
New York  
North Carolina  
North Dakota  
Ohio  
Oklahoma  
Oregon  
Pennsylvania

Rhode Island  
South Carolina  
South Dakota  
Tennessee  
Texas  
Utah  
Vermont  
Virginia  
Washington  
West Virginia  
Wisconsin  
Wyoming

Click [here](#) for a list of all agencies and specific states included in the State Notice Addendum.

**1. Have you read and do you acknowledge the information provided above? Please state any questions or concerns you have regarding this information in the Comments section provided below.**

Priority: 5. Response Type: Choose from a List. True/False. Comment? yes

## **16 U.S. Communities FEMA Standard Terms and Conditions Addendum for Contracts and Grants**

Point Value: 0

If any purchase made under the Master Agreement is funded in whole or in part by Federal Emergency Management Agency ("FEMA") grants, Contractor shall comply with all federal laws and regulations applicable to the receipt of FEMA grants, including, but not limited to the contractual procedures set forth in Title 44 of the Code of Federal Regulations, Part 13 ("44 CFR 13").

In addition, Contractor agrees to the following specific provisions:

1. Pursuant to 44 CFR 13.36(i)(1), City is entitled to exercise all administrative, contractual, or other remedies permitted by law to enforce Contractor's compliance with the terms of this Master Agreement, including but not limited to those remedies set forth at 44 CFR 13.43.
2. Pursuant to 44 CFR 13.36(i)(2), City may terminate the Master Agreement for cause or convenience in accordance with the procedures set forth in the Master Agreement and those provided by 44 CFR 13.44.
3. Pursuant to 44 CFR 13.36(i)(3)-(6)(12), and (13), Contractor shall comply with the following federal laws:
  - a. Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor ("DOL") regulations (41 CFR Ch. 60);
  - b. Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented in DOL regulations (29 CFR Part 3);
  - c. Davis-Bacon Act (40 U.S.C. 276a-276a-7) as supplemented by DOL regulations (29 CFR Part 5);
  - d. Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by DOL regulations (29 CFR Part 5);
  - e. Section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental

Protection Agency regulations (40 CFR part 15); and

f. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

4. Pursuant to 44 CFR 13.36(i)(7), Contractor shall comply with FEMA requirements and regulations pertaining to reporting, including but not limited to those set forth at 44 CFR 40 and 41.

5. Pursuant to 44 CFR 13.36(i)(8), Contractor agrees to the following provisions regarding patents:

a. All rights to inventions and/or discoveries that arise or are developed, in the course of or under this Agreement, shall belong to the City and be disposed of in accordance with City policy. The City, at its own discretion, may file for patents in connection with all rights to any such inventions and/or discoveries.

6. Pursuant to 44 CFR 13.36(i)(9), Contractor agrees to the following provisions, regarding copyrights:

a. If this Agreement results in any copyrightable material or inventions, in accordance with 44 CFR 13.34, FEMA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, for Federal Government purposes:

(1) The copyright in any work developed under a grant or contract; and

(2) Any rights of copyright to which a grantee or a contractor purchases ownership with grant support.

7. Pursuant to 44 CFR 13.36(i)(10), Contractor shall maintain any books, documents, papers, and records of the Contractor which are directly pertinent to this Master Agreement. At any time during normal business hours and as often as City deems necessary, Contractor shall permit City, FEMA, the Comptroller General of United States, or any of their duly authorized representatives to inspect and photocopy such records for the purpose of making audit, examination, excerpts, and transcriptions.

8. Pursuant to 44 CFR 13.36(i)(11), Contractor shall retain all required records for three years after FEMA or City makes final payments and all other pending matters are closed. In addition, Contractor shall comply with record retention requirements set forth in 44 CFR 13.42.

**1. Have you read and do you acknowledge the information provided above? Please state any questions or concerns you have regarding this information in the Comments section provided below.**

Priority: 5. Response Type: Choose from a List. True/False. Comment? yes

## **17 U.S. Communities Community Development Block Grant Addendum**

Point Value: 0

Purchases made under this contract may be partially or fully funded with federal grant funds. Funding for this work may include Federal Funding sources, including Community Development Block Grant (CDBG) funds from the U.S. Department of Housing and Urban Development. When such funding is provided, Contractor shall comply with all terms, conditions and requirements enumerated by the grant funding source, as well as requirements of the State statutes for which the contract is utilized, whichever is the more restrictive requirement. When using Federal Funding, Contractor shall comply with all wage and latest reporting provisions of the Federal Davis-Bacon Act. HUD-4010 Labor Provisions also applies to this contract.

**1. Have you read and do you acknowledge the information provided above? Please state any questions or concerns you have regarding this information in the Comments section provided below.**

Priority: 5. Response Type: Choose from a List. True/False. Comment? yes

## **18 U.S. Communities Uniform Administrative Requirements**

Point Value: 0

By entering into this Contract the Contractor agrees to comply with all applicable provisions of Title 2, Subtitle A, Chapter II, PART 200-UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS contained in Title 2 C.F.R. § 200 et seq.

**1. Have you read and do you acknowledge the information provided above? Please state any questions or concerns you have regarding this information in the Comments section provided below.**

Priority: 5. Response Type: Choose from a List. True/False. Comment? yes

## **19 References**

Point Value: 10

Proposers are required to provide three (3) client references, including contact information, for similar projects that the Proposer has completed within the past five (5) years.

It is preferred that at least one (1) client references be a government sector client.

Instructions:

- 1 Download the attached (Proposer References.docx) form
- 2 Distribute to designated references
- 3 Collect the responses
- 4 Attach the completed forms below

**1. Attach the completed reference form here from Reference #1.**

Priority: 3. Response Type: File Attachment. Comment? yes

**2. Attach the completed reference form here from Reference #2.**

Priority: 3. Response Type: File Attachment. Comment? yes

**3. Attach the completed reference form here from Reference #3.**

Priority: 3. Response Type: File Attachment. Comment? yes

## **20 Sustainability**

Point Value: 0

The City has adopted an overall policy supporting a greater use of "green solutions" or enhanced sustainability measures that consider environmental quality, social equity and economic vitality. In order to minimize waste, enhance efficiencies, and achieve multiple benefits and project synergies, all City projects must identify opportunities for sustainability improvements and implement those improvements

when financially reasonable and operationally practical.

Incorporate sustainability and efficiency into the planning, design, construction, operation and maintenance of the project. Highlight each component of the project that you feel deserves consideration in this context, and demonstrate how sustainability and efficiency are integrated into the project.

If it is not possible to comprehensively integrate significant sustainability measures, then highlight elements you feel deserve consideration in this context.

**1. Include a concise summary of your company's policies, strategies, and actions that demonstrate your philosophy and commitment to sustainability.**

Priority: 3. Response Type: Text.

**2. Describe how your Proposal will address the established City policies referenced in this RFP specific to the project or service on which you are proposing.**

Priority: 3. Response Type: Text.

## **21 City of Kansas City, MO HRD Forms and Instructions**

Point Value: 0

Required forms are linked below. Click on the form name to download it.  
Complete and upload each form in the appropriate question below.

00440: HRD Form 5 Construction Contract

HRD 08: Contractor Utilization Plan and Request for Waiver (00450)

HRD 10: Timetable for Utilization (00460 HRD 10)

HRD 11: Request for Modification or Substitution (00470)

HRD 13: Affidavit of Intended Utilization

004501.01: Letter of Intent to Subcontract

01290.14: Contractor Affidavit for Final Payment

01290.15: Subcontractor Affidavit for Final Payment

Required forms are linked below. Click on the form name to download it.  
Complete and upload each form in the appropriate question below.

**1. Please attach the completed form: HRD Form 05 - Instructions for Construction Bids**

Priority: 3. Response Type: File Attachment. Comment? no

**2. Please attach the completed form: HRD Form 08 - Contractor Utilization Plan and Request for Waiver (00450)**

Priority: 3. Response Type: File Attachment. Comment? no

**3. Please attach the completed form: HRD Form 10 - Timetable for Utilization (00460 HRD 10)**

Priority: 3. Response Type: File Attachment. Comment? no

**4. Please attach the completed form: HRD Form 11 - Request for Modification or Substitution (00470)**

Priority: 3. Response Type: File Attachment. Comment? no

**5. Please attach the completed form: HRD Form 13 - Affidavit of Intended Utilization**

Priority: 3. Response Type: File Attachment. Comment? no

**6. Please attach the completed form: 004501.01- Letter of Intent to Subcontract**

Priority: 3. Response Type: File Attachment. Comment? no

**7. Please attach the completed form: 01290.14 - Contractor Affidavit for Final Payment**

Priority: 3. Response Type: File Attachment. Comment? no

**8. Please attach the completed form: 01290.15 - Subcontractor Affidavit for Final Payment**

Priority: 3. Response Type: File Attachment. Comment? no

**22 Cooperative Procurement with Other Jurisdictions Form**

Point Value: 0

The Proposer agrees to provide products and/or services to any municipality, county, state, governmental, public utility, non-profit hospital, educational institute, special governmental agency, and non-profit corporation performing governmental functions that participates in or is represented by the Mid-America Council of Public Purchasing (MACPP) in the greater Kansas City Metropolitan Trade Area and any member of the Mid-America Regional Council (MARC).

**1. Do you agree to the statement above?**

Priority: 3. Response Type: Choose from a List. True/False. Comment? yes

## **23 Tax Clearance for City and Local Governments**

Point Value: 0

The local governments of City of Kansas City, Jackson County, Missouri; Johnson County, Kansas; and the Unified Government of Wyandotte County/Kansas City, Kansas (collectively the "Local Governments"), have agreed to help enforce each other's Tax Laws to insure that taxpayer funded contracts are performed by Contractors in compliance with the Tax Laws of the Local Governments. Contractor agrees that Contractor shall be in compliance with the Tax Laws of the Local Governments throughout the term of this contract and any contract renewals and that proof of Contractor's compliance with the Tax Laws of the Local Governments shall be a condition precedent to City making City's first payment under the contract or any contract renewal.

The selected Contractor may obtain the City tax clearance letter from the City's Commissioner of Revenue at (816) 513-1135 or (816) 513-1089 ([website](#)) and authorize the City to obtain the Clearance letters from the Local Governments of City of Kansas City, Jackson County, Missouri; Johnson County, Kansas; and the Unified Government of Wyandotte County/Kansas City, Kansas (collectively the "Local Governments"), dated not more than ninety (90) days from the date of submission.

### **1. Do you acknowledge the requirement in this section?**

Priority: 3. Response Type: Choose from a List. True/False. Comment? yes

## **24 Employee Eligibility Verification Affidavit**

Point Value: 0

Please download the attached [Employee Eligibility Verification Affidavit](#). Please sign, notarize, and scan the final form below, including the first and last page of the E-Verify MOU.

### **1. Please attach the signed and notarized Employee Eligibility Verification Affidavit here.**

Priority: 3. Response Type: File Attachment. Comment? yes

## **25 Performance and Maintenance Bond**

Point Value: 50

A Performance and Maintenance bond in the amount of the contract is required on this RFP. [00610 Perf. & Maintenance Bond 050113 \(3\).pdf](#)

### **1. Do you acknowledge this Performance and Maintenance Bond requirement?**

Priority: 3. Response Type: Text.

## **26 Payment Bond**

Point Value: 50

A Payment Bond is required on this RFP.

00615 Payment Bond 050113 (2).pdf

**1. Do you acknowledge the payment bond requirement?**

Priority: 3. Response Type: Text.

## **27 Prevailing Wages**

Point Value: 50

Prevailing Wage is required on this RFP. All wage orders are being attached.

Incremental\_Increase\_Letter 6-7-2017.pdf

00830.02 CASS AWO 6-7-2017.pdf

00830.02 CLAY AWO 6-7-2017.pdf

00830.02 JACKSON AWO 6-7-2017.pdf

00830.02 PLATTE AWO 6-7-2017.pdf

00830.02 RAY AWO 6-7-2017.pdf

**1. Do you acknowledge this Prevailing Wage section?**

Priority: 3. Response Type: Text.

**PART II**  
**FACILITY REPAIR & MAINTENANCE**  
**CONTRACT**

**STANDARD TERMS AND CONDITIONS**

**Sec. 1. General Indemnification.**

A. For purposes of this Section 1 only, the following terms shall have the meanings listed:

1. **Claims** means all claims, damages, liability, losses, costs and expenses, court costs and reasonable attorneys' fees, including attorneys' fees incurred by the City in the enforcement of this indemnity obligation.

2. **Contractor's Agents** means Contractor's officers, employees, subconsultants, subcontractors, successors, assigns, invitees and other agents.

3. **City** means City and its agents, officials, officers and employees.

B. Contractor's obligations under this Section with respect to indemnification shall be limited to the coverage and limits of General Liability insurance that Contractor is required to procure and maintain under this Contract. Contractor affirms that it has had the opportunity to recover the costs of the liability insurance required in this Contract in its contract price.

C. Contractor shall defend, indemnify and hold harmless City from and against all claims arising out of or resulting from all negligent acts or omissions in connection with this Contract but only to the extent caused by Contractor or Contractor's Agents, regardless of whether or not caused in part by any act or omission, including negligence, of City. Contractor is not obligated under this Section to indemnify City for the negligence of City.

D. In no event shall the language in this Section constitute or be construed as a waiver or limitation of the City's rights or defenses with regard to sovereign immunity, governmental immunity, or other official immunities and protections as provided by the federal and state constitutions or by law.

**Sec. 2. Independent Contractor.** Contractor is an independent contractor and is not City's

agent. Contractor has no authority to take any action or execute any documents on behalf of City.

**Sec. 3. Insurance.**

A. Contractor shall procure and maintain in effect throughout the duration of this Contract insurance coverage of the types and amounts specified in this section. In the event that additional insurance, not specified herein, is required during the term of this Contract, Contractor shall supply such insurance at City's cost. Policies containing a Self-Insured Retention are unacceptable to City unless City approves in writing the Contractor's Self-Insured Retention.

1. Commercial General Liability Insurance: with limits of \$1,000,000 per occurrence and \$2,000,000 aggregate, written on an "occurrence" basis. The policy shall be written or endorsed to include the following provisions:

a. Severability of Interests  
Coverage applying to Additional Insureds

b. Contractual Liability

c. Per Project Aggregate  
Liability Limit

d. No Contractual Liability  
Limitation Endorsement

e. An Owners and Contractors  
Protective Liability Policy (OCPL).

2. Workers' Compensation  
Insurance: as required by statute, including  
Employers Liability with limits of:

Workers' Compensation Statutory  
Employers Liability \$100,000 accident  
with limits of:  
\$500,000 disease-policy limit  
\$100,000 disease-each employee

3. Commercial Automobile Liability  
Insurance: with a limit of \$1,000,000, covering  
owned, hired, and non-owned automobiles.  
Coverage provided shall be on an "any auto"  
basis and written on an "each accident" basis.  
This insurance will be written on a Commercial  
Automobile Liability form, or acceptable  
equivalent, and will protect against claims  
arising out of the operation of motor vehicles, as

to acts done in connection with the Contract, by Contractor.

4. If applicable, Professional Liability Insurance with limits per claim and annual aggregate of \$2,000,000.

B. The Commercial General Liability Insurance specified above shall provide that City and its agencies, officials, officers, and employees, while acting within the scope of their authority, will be named as Named Insureds on the OCPL for the services performed under this Contract and maintain products and completed operations coverage for the duration of this Agreement. Contractor shall provide to City at execution of this Contract a certificate of insurance showing all required coverage and additional insureds. The certificates of insurance will contain a provision stating that should any of the policies described in the certificate be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

C. All insurance coverage must be written by companies that have an A.M. Best's rating of "A-V" or better, and are licensed or authorized by the State of Missouri to do business in Missouri.

D. Contractor's failure to maintain the required insurance coverage will not relieve Contractor of its contractual obligation to indemnify the City pursuant to Section 1. If the coverage afforded is cancelled or changed or its renewal is refused, Contractor shall give at least thirty (30) days prior written notice to City. In the event of Contractor's failure to maintain the required insurance in effect, City may order Contractor to immediately stop work, and upon ten (10) days notice and an opportunity to cure, may pursue its remedies for breach of this Contract as provided for herein and by law.

E. In no event shall the language in this Section constitute or be construed as a waiver or limitation of the City's rights or defenses with regard to sovereign immunity, governmental immunity, or other official immunities and protections as provided by the federal and state constitutions or by law.

F. Contractor shall obtain evidence that all Subcontractors have in force general, automobile, and employer's and workers' compensation liability insurance in the amounts

required by these Contract Documents, and evidence that each is current on its unemployment insurance payments before Subcontractors begin Work at the Site. Contractor shall retain such evidence in its files and make available to City within ten (10) days after written request.

**Sec. 4. Governing Law.** This Contract shall be construed and governed in accordance with the laws of the State of Missouri without giving effect to Missouri's choice of law provisions. The City and Contractor: (1) submit to the jurisdiction of the state and federal courts located in Jackson County, Missouri; (2) waive any and all objections to jurisdiction and venue; and (3) will not raise forum non conveniens as an objection to the location of any litigation.

**Sec. 5. Compliance with Laws.** Contractor shall comply with all federal, state and local laws, ordinances and regulations applicable to the work and this contract.

**Sec. 6. Termination for Convenience.**

A. City may, at any time upon thirty (30) days notice to Contractor specifying the effective date of termination, terminate this Contract, in whole or in part. If this Contract is terminated by City, City shall be liable only for payment for services rendered before the effective date of termination. Contractor shall prepare an accounting of the services performed and money spent by Contractor up to the effective date of termination and shall return to City any remaining sums within thirty (30) days of such date.

B. If this Contract is terminated prior to Contractor's completion of services, all work or materials prepared or obtained by Contractor pursuant to this contract shall become City's property.

C. If this Contract is terminated prior to Contractor's completion of the services to be performed hereunder, Contractor shall return to City any sums paid in advance by City for services that would otherwise have had to be rendered between the effective date of termination and the original ending date of the Contract. Contractor shall prepare an accounting of the services performed and money spent by Contractor up to the effective date of termination

and shall return to City any remaining sums within thirty (30) days of such date.

#### **Sec. 7. Resolution of Claims**

A. For purposes of this Section 7 only, the following terms shall have the meanings listed:

1. A Claim is a demand or assertion by the Contractor seeking, as a matter of right, the adjustment of Contract price and/or times with respect to the terms of the Contract.

2. City's Representative--Person or agency designated to act for the Director.

B. The Contractor must give written notice to the City's Representative within fourteen (14) calendar days after the occurrence of the event giving rise to the Claim or within fourteen (14) calendar days after the first recognition of the conditions giving rise to the Claim. After the fourteen (14) day period for filing claims has expired, the Claim shall be considered waived unless the Director grants an extension based on good cause shown by the Contractor that such additional time is warranted. The responsibility to substantiate Claims shall rest with the Contractor.

C. If the claim cannot be resolved by direct negotiation between the City's Representative and the Contractor, the parties must submit the Claim to the Director within five (5) days after the parties agree that they cannot resolve the Claim.

D. The submittal of the Claim position statements shall: 1) be in writing; 2) state the issues; 3) and state the respective positions of the parties.

E. The Director shall review the written statements and reply in writing to both parties within ten (10) working days. The Director may extend this period if necessary by notifying the parties.

F. Absent fraud, gross mistake or bad faith, the Director's decision shall be final and binding on City and Contractor within fourteen (14) calendar days after issuance.

G. All administrative procedures set forth in this contract must first be exhausted before suit is filed.

H. The time frame for the Director's decision may be tolled if the parties mutually

agree to participate in mediation. Mediator selection and the procedures to be employed in the mediation shall be mutually acceptable to both parties. Cost of the mediation, including the mediator's fees, shall be shared equally among the parties.

I. If the Claim is not resolved during mediation, the Contractor agrees that it will file no suit based on facts or evidentiary materials that were not presented for consideration to the City during the mediation process or of which the Contractor had knowledge and failed to present during the administrative procedures.

**Sec. 8. Default and Remedies.** If Contractor shall be in default or breach of any provision of this Contract, City may terminate this contract, suspend City's performance, withhold payment or invoke any other legal or equitable remedy after giving Contractor notice and opportunity to correct such default or breach.

**Sec. 9. Waiver.** Waiver by City of any term, covenant, or condition hereof shall not operate as a waiver of any subsequent breach of the same or of any other term, covenant or condition. No term, covenant, or condition of this Contract can be waived except by written consent of City, and forbearance or indulgence by City in any regard whatsoever shall not constitute a waiver of same to be performed by Contractor to which the same may apply and, until complete performance by Contractor of the term, covenant or condition, City shall be entitled to invoke any remedy available to it under this Contract or by law despite any such forbearance or indulgence.

**Sec. 10. Modification.** Unless stated otherwise in this Contract, no provision of this Contract may be waived, modified or amended except in writing signed by City and Contractor.

**Sec. 11. Headings; Construction of Contract.** The headings of each section of this Contract are for reference only. Unless the context of this Contract clearly requires otherwise, all terms and words used herein, regardless of the number and gender in which used, shall be construed to include any other number, singular or plural, or any other gender, masculine, feminine or neuter, the same as if such words had been fully and properly written in that number or gender.

**Sec. 12. Severability of Provisions.** Except as specifically provided in this Contract, all of the provisions of this Contract shall be severable. In the event that any provision of this Contract is found by a court of competent jurisdiction to be unconstitutional or unlawful, the remaining provisions of this Contract shall be valid unless the court finds that the valid provisions of this Contract are so essentially and inseparably connected with and so dependent upon the invalid provision(s) that it cannot be presumed that the parties to this Contract could have included the valid provisions without the invalid provision(s); or unless the court finds that the valid provisions, standing alone, are incapable of being performed in accordance with the intentions of the parties.

**Sec. 13. Records.**

A. For purposes of this section:

1. "City" shall mean the City Auditor, the City's Internal Auditor, the City's Director of Human Relations, the City Manager, the City department administering this Contract and their delegates and agents.

2. "Record" shall mean any document, book, paper, photograph, map, sound recordings or other material, regardless of physical form or characteristics, made or received in connection with this Contract and all Contract amendments and renewals.

B. Contractor shall maintain and retain all Records for a term of five (5) years that shall begin after the expiration or termination of this Contract and all Contract amendments. City shall have a right to examine or audit all Records and Contractor shall provide access to City of all Records upon ten (10) days written notice from the City.

**Sec. 14. Affirmative Action.** Not Used.

**Sec. 15. Tax Compliance.** Contractor shall provide proof of compliance with the City's tax

ordinances administered by the City's commissioner of revenue as a precondition to the City making the first payment under this contract or any contract renewal when the total contract amount exceeds \$150,000.00.

**Sec. 16. Assignability or Subcontracting.**

A. Assignability. Contractor shall not assign or transfer any part or all of Contractor's obligation or interest in this Contract without prior written approval of City. If Contractor shall assign or transfer any of its obligations or interests under this Contract without the City's prior written approval, it shall constitute a material breach of this Contract. This provision shall not prohibit contractor from subcontracting as otherwise provided for herein.

B. Subcontracting. Contractor shall not subcontract any part or all of Contractor's obligations or interests in this Contract unless the subcontractor has been identified in a format required by City. If Contractor shall subcontract any part of Contractor's obligations or interests under this Contract without having identified the subcontractor, it shall constitute a material breach of this Contract. The utilization of subcontractors shall not relieve Contractor of any of its responsibilities under the Contract, and Contractor shall remain responsible to City for the negligent acts, errors, omissions or neglect of any subcontractor and of such subcontractor's officers, agents and employees. City shall have the right to reject, at any point during the term of this Contract, any subcontractor identified by Contractor, and to require that any subcontractor cease working under this Contract. City's right shall be exercisable in its sole and subjective discretion. City shall not be obligated to pay or be liable for payment of any monies which may be due to any subcontractor. Contractor shall include in any subcontract a requirement that the subcontractor comply with all requirements of this Contract in performing Contractor's services hereunder.

**Sec. 17. Conflicts of Interest.** Contractor certifies that no officer or employee of City has, or will have, a direct or indirect financial or personal interest in this Contract, and that no officer or employee of City, or member of such officer's or employee's immediate family, either has negotiated, or has or will have an arrangement, concerning employment to

perform services on behalf of Contractor in this Contract.

**Sec. 18. Rules of Construction.** The judicial rule of construction requiring or allowing an instrument to be construed to the detriment of or against the interests of the maker thereof shall not apply to this Contract.

**Sec. 19. Reports.** Contractor shall provide City detailed reports of actual contract usage by category each quarter and annually at no cost.

**Sec. 20. Employee Eligibility Verification.** If this contract exceeds five thousand dollars (\$5,000.00), Contractor shall execute and submit an affidavit, in a form prescribed by the City, affirming that Contractor does not knowingly employ any person in connection with the contracted services who does not have the legal right or authorization under federal law to work in the United States as defined in 8 U.S.C. §1324a(h)(3). Contractor shall attach to the affidavit documentation sufficient to establish Contractor's enrollment and participation in an electronic verification of work program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration and Reform and Control Act of 1986. Contractor may obtain additional information about E-Verify and enroll at [www.dhs.gov/xprevprot/programs/ge\\_118522\\_1678150.shtm](http://www.dhs.gov/xprevprot/programs/ge_118522_1678150.shtm). For those Contractors enrolled in E-Verify, the first and last pages of the E-Verify Memorandum of Understanding that Contractor will obtain upon successfully enrolling in the program shall constitute sufficient documentation for purposes of complying with this section. Contractor shall submit the affidavit and attachments to the City prior to execution of the contract, or at any point during the term of the contract if requested by the City.

**Sec. 21. Buy American and Missouri Preference Policies.** It is the policy of the City that any manufactured goods or commodities used or supplied in the performance of any City contract or any subcontract thereto shall be manufactured or produced in the United States whenever possible. Pursuant to Section 71.140 RSMo., preference shall be given to materials, products, supplies and all other articles produced, manufactured, made or grown within the State of Missouri.

**Sec. 22. Missouri Sales Tax Exemption.**

Pursuant to Section 144.062, RSMo, City is a Missouri exempt entity and tangible personal property to be incorporated or consumed in the construction of this Project may be purchased without sales tax. City shall furnish Contractor a Missouri Project Exemption Certificate for Sales Tax at the time of issuance of the Notice to Proceed.

**Sec. 23. Escalator Technical Survey.**

Contractor is not obligated to perform tests, correct outstanding violations or deficiencies that were not addressed by the prior service provider and/or the owner, or make related necessary repairs or component replacements on the equipment. If additional work is necessary, Contractor will provide a separate proposal or recommendation for such work. Contractor's price and obligations under this Agreement are subject to a technical survey to be performed within 90-days of the effective date. If a safety hazard or code violation is identified during Contractor's technical survey, City will immediately remove the unit from service until repairs are performed. City agrees to indemnify, defend, and hold Contractor harmless for any claims arising out of City's failure to comply with Contractor's recommendations and proposal. If City does not immediately approve Contractor's proposal or recommendation, Contractor reserves the right to terminate this Agreement without penalty.

**Sec. 24. Hazardous Materials.** Notwithstanding anything contained to the contrary within this bid or contract, Contractor's work shall not include any abatement or disturbance of asbestos containing material (ACM), presumed asbestos containing materials (PACM) or other hazardous materials (i.e. lead, PCBs) (collectively "HazMat"). Contractor shall have the right to discontinue its work in any location where suspected HazMat is encountered or disturbed. Any HazMat removal or abatement, or delays caused by such, required in order for Contractor to perform its work shall be the City's sole responsibility and expense.

**Sec. 25. Consequential Damages.** In no event will either party be liable to the other party for indirect, incidental, consequential, special, exemplary, or punitive damages of any kind or nature arising from or related to performance of the Agreement, including without limitation loss of profits, loss or inaccuracy of data, or loss of use damages, even if the party has been advised

of the possibility of such damages and even if under applicable law such damages would not be considered for indirect, incidental, punitive, special, or consequential damages. Each party hereby waives its rights to such damages to the fullest extent permitted by applicable law.

**Sec. 26. Force Majeure.** A party is not liable for failure to perform its obligations under the Agreement if such failure results from Acts of God, fire, flood, unusual delay in deliveries, unavoidable casualties, terrorist activities, government sanction, blockage, embargo, labor dispute, strike, or lockout, concealed conditions, shortage or unavailability of materials, supplies, labor, equipment or systems, interruption or failure of electricity or telephone service or any other causes beyond Contractor's control. The non-performing party must promptly notify the other party in writing of the force majeure event and resume performance immediately upon cessation of the event.

**Sec. 27. Intellectual Property.** All proprietary and intellectual property rights to the equipment, any drawings, technical documentation and software shall remain solely with Contractor.

**FACILITY REPAIR CONTRACT****AMENDMENT NO. 1****PROJECT/CONTRACT NO. EV2516 Elevator and Escalator Maintenance and Repair Services  
General Services Department**

This amendment is between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation (City), and Kone, Inc. (Contractor). The parties amend the Contract entered into on December 1, 2018, as follows:

**Sec. 1. Sections Amended.** The Contract is amended as follows:

1. Updating Exhibit 3-National Pricing Rates from 2024-2029.

**Sec 2. Term of Contract and Additional Periods**

- A. Initial Term. The initial term of this Contract shall begin on December 1, 2018, and shall end on November 30, 2029 for a eleven (11) year term. The Manager of Procurement Services is authorized to enter into an amendment of this contract with the CONTRACTOR to extend the term of this contract and time of performance for this contract.
- B. Transition Term. Notwithstanding the expiration of the initial term or any subsequent term or all options to renew, CONTRACTOR and CITY shall continue performance under this Contract until the CITY has a new contract in place with either CONTRACTOR or another provider or until the CITY terminates the Contract.
- C. The products and services which are subject to this Contract may be covered by a separate maintenance agreement (see Exhibit 4). The term of the maintenance agreement shall be governed by that document and may extend beyond the expiration date of this Contract
- D. City funding for this contract is annually appropriated per each department's budget on May 1<sup>st</sup> of each year. CITY shall not have any financial obligations to Contractor under this amendment until the CITY issues a Purchase Order to Contractor. Contractor shall not provide any services in excess of the dollar amount contained in any Purchase Order and Contractor shall not be entitled to any payment in excess of the dollar amount of the Purchase Orders from CITY.

**Sec. 2. Sections not Amended.** All other sections of the Contract shall remain in full force and effect.

**Sec. 3. Authorization.** If the amount of the original Contract plus the amount of any amendments to the original Contract total over \$1,200,000.00, then this amendment requires City Council or Park Board authorization. Notwithstanding the foregoing, City Council or Park Board authorization is not required if (1) the total amount of the original Contract plus the amount of any amendments to the original Contract are within ten percent (10%) of the maximum amount authorized by the City Council or the Park Board or (2) a previous ordinance or resolution authorized amendments without further City Council or Park Board approval.

**Sec. 4. Effectiveness; Date.** This amendment will become effective when all the parties have signed it. The date this amendment is signed by the last party to sign it will be deemed the date of this amendment.

Each party is signing this amendment on the date stated opposite that party's signature.

**CONTRACTOR**

I hereby certify that I have authority to execute this document on behalf of Contractor

Date: \_\_\_\_\_

By: Michael Lynch

Title: Key Account Manager

**KANSAS CITY, MISSOURI**

6/25/2024

Date: \_\_\_\_\_

By:  \_\_\_\_\_

Title: Chief Procurement Officer-Manager of Procurement



6/25/2024

Approved as to form:

 7/2/2024

Assistant City Attorney