Elevator and Lift Inspections and Service

Proposal Due:  
May 2, 2016  
2:00 pm

1. Background

1.1. Notice

1.1.1. Independence School District (the “District”) seeks a contractor (“Contractor”) to perform Yearly Elevator Maintenance and Inspections. If your firm is interested, please submit the information requested in this Request for Proposal (RFP) to the Independence School District office by 2:00 p.m. on May 2, 2016. All information necessary for the submittal is contained in this RFP.

1.2. RFP Schedule

1.2.1. Issue RFP: April 18, 2016

1.2.2. Deadline to schedule inspection of property: April 25, 2016

1.2.3. Deadline to submit written questions: 4:00 p.m., April 22, 2016

1.2.4. Deadline to submit proposals: 2:00 p.m., May 2, 2016

1.2.5. Vendor selection date: 6:00 p.m., May 10, 2016

2. Description of Services (or Project)

2.1. Type- Monthly Maintenance and Annual Inspection

2.2. Locations listed

2.2.1. All locations are within the Independence School District. A list of all pieces of equipment can be found in Exhibit A.
2.3. **Equipment**

2.3.1. All equipment can be found in Exhibit A.

2.4. **Service Duration**

2.4.1. The monthly service will begin the 1st day of August and continue through May each contract year.

2.5. **Inspection of Equipment**

2.5.1. Contractor must visit each site before submitting their proposal and be responsible for all measurements and verification of equipment on the project.

2.5.2. ISD typically expenses between $50,000 and $60,000 annually on service.

3. **Scope of Services**

3.1. **Maintenance Coverage**

3.1.1. The specifications shall cover and include the furnishing of all professional services, skilled services, labor, materials, tools, equipment, insurance, permits and fees, if any, necessary to accomplish the maintenance and permit rendering services at the specified district locations herein designated as Exhibit A.

3.1.2. Maintenance records of each piece of equipment must be obtainable by District and preferred to have online access.

3.1.3. Contractor will provide a yearly assessment of each piece of equipment to aid the District in capital planning. This includes, but is not limited to:

1. Maintenance Records
2. Violations incurred
3. Suggested Maintenance
4. Replacement Cost
5. Estimated Life Cycle

3.1.4. The assessment is due by June 30th of each contract year.

3.2. **Hours of service**

3.2.1. Under this contract, it is required that the contractor be available for service 7 days a week, 24 hours a day. Some work under this contract can be of an emergency nature. The contractor shall provide a single 24-Hour telephone number to assure prompt response to calls from the District for needed repairs. The method of notification and the assignment of a technician to the call shall be the contractor’s responsibility.

3.2.2. It will be the District’s responsibility to make the service call and designate an emergency or non-emergency situation.
3.2.3. The contractor shall verbally confirm to the initial request for emergency service within one (1) hour of notification and shall have a qualified service technician on the job site within three (3) hours of the original notification. In the event that persons are trapped in an elevator, response time shall not be greater than one hour (1).

3.2.4. In the event repairs cannot be completed with the initial response, every effort by the contractor shall be made to provide limited repair to allow for effective functioning of the system until complete restoration can be made.

3.2.5. Contractor must notify the District within twenty-four hours upon completion of any service call or inspection with description of what services were completed. Online notification systems preferred, but other media acceptable as noted.

3.2.6. Contractor must be able to receive service calls via email or by phone.

1. Time stamp on email and phone record become office notification time.

3.2.7. Requests for non-emergency service shall have a response time within twenty-four (24) hours from notification. The District reserves the right to schedule times and dates for non-emergency service to be performed under this contract. Primary hours of non-emergency service calls should be performed between the hours of 7:00 a.m. and 4:30 p.m. weekdays.

3.2.8. Failure to meet the above requirements may result in the District contacting another vendor and requesting the work be performed by them. In this circumstance, the contractor shall not be entitled to any payment or damages and shall pay the District for any additional costs incurred. Failure to respond or report to the job site within the agreement time frame, may be construed as a breach of this agreement, and at the District’s discretion, this contract may be terminated upon written notice by the District.

**3.3. General Terms and conditions**

3.3.1. No testing, maintenance or work of any kind shall be performed without authorization from the ISD Facilities Department. Verifiable work order number or purchase order number is required. Contractor will not perform work at any District locations without prior approval by authorized District personnel at the Facilities office only. Discussion of work or maintenance to perform, or needed, will not be discussed with anyone else.

3.3.2. Contractor shall not perform more than five hundred dollars ($500.00) of non-emergency work, including materials, for a given job without a written estimate and obtaining approval from authorized District personnel. The District reserves the right to obtain other quotes, or bid, any project/repair over the District’s threshold amount of $2000 or is determined to be in the best interest of the District.

3.3.3. Hourly charges, if applicable, are to begin when service technician arrives at job site or reports to the Department Head or his designee, whichever is requested by the District. Contractor shall NOT commence any work until he has notified the proper District personnel of his arrival. An acceptable time would be time recorded when checking into the building at the front office and recording the contractor’s entrance. District shall not be responsible for payment to contractor for any briefings or meetings held
between the District and the contractor, as these meetings are to the mutual benefit of both parties. Contractor will not be allowed fuel surcharges. Contractor will not be allowed travel time. Contractor will not be allowed mileage reimbursement. Contractor should adjust quoted hourly rate as necessary in bid.

3.3.4. The District reserves the right to determine if equipment should be serviced, maintained or repaired as an emergency in unusual and unpredictable situations. Prior to commencing any work, the contractor may be required to provide a Work Order Cost Estimate. The estimate shall be reviewed and approved by authorized District personnel. The estimate may be required on work considered NEW or REPAIR at the District's discretion. The estimate may be ORAL or WRITTEN at the District's discretion.

3.3.5. All work shall be performed and all complaints handled with due regard to the District public & student relations. The contractor shall utilize competent employees in performing the work. At the request of the District, the contractor shall replace any incompetent, unfaithful, abusive or disorderly person in his or her employ. The District and the contractor shall each be promptly notified by the other of any complaints received.

3.3.6. The contractor shall be responsible for providing, maintaining and transporting all necessary and customary equipment, tools and fuel needed to fulfill the contract. In no event shall the District be responsible for any damages to any of the contractor's equipment or clothing, either lost, damaged, destroyed or stolen.

3.3.7. Supplies and materials: The District reserves the right to determine the urgency and necessity of emergency shipping and the District shall be responsible for any such charges (i.e. overnight express). Upon notification by the District, the contractor shall make all necessary arrangements and include the emergency shipping costs with invoice. Any emergency shipping costs shown on an invoice shall also designate District personnel authorizing the shipping.


3.3.8.1.1. Annual Safety Test will be completed no later than seven (7) days prior to the first day of school, and no earlier than fourteen (14) days prior to the first day of school each year.

3.3.8.1.2. Annual Safety test includes, but is not limited to;

- Relief Valve- check pressure release
- Cylinder leakage
- Normal and final terminal stopping devices
- Simulated operation under fire or other emergency condition
- Simulated standby (emergency) power operation
- Emergency terminal speed limit device
- Governors
- Safeties
• Oil Buffers
• Power operation for doors
• Tag bearing Company name with inspection date attached to valve

3.3.8.1.3. Testing Procedures; The same person cannot perform Inspections and testing. Under state statute, Inspectors cannot test elevator equipment.

3.3.8.1.3.1. Contractor is to list the company they will utilize for the testing.
3.3.8.1.3.2. Contractor is expected to do a preliminary check of all systems and items that will be inspected by licensed inspectors prior to official inspection in order to make sure equipment will pass inspection.
3.3.8.1.3.3. Contract can be terminated for violations due to improper monthly service maintenance /inspections.

3.3.8.1.4. Testing in Absence: Testing in the absence of a licensed inspector is against Missouri state law. The elevator inspection must be performed by the contractor, in the presence of a state of Missouri licensed inspector. Contractor shall be responsible for any state of Missouri fees and shall include such fees in his bid.

3.3.8.1.5. Preventive Maintenance: During preventive maintenance check the contractor will systematically examine, adjust, and lubricate, as needed, all elevator equipment. During preventative maintenance the elevator hatch equipment including the door hangers, tracks, hatchway switches, car top, buffers, and pits will also be cleaned and serviced.

3.3.8.1.5.1. Lubricants; Furnish all lubricants as needed or required for repair or maintenance.
3.3.8.1.5.2. Parts; The contractor will maintain and have access to original equipment parts for repair or maintenance as needed.

3.4. Invoices and payment
3.4.1. Contractor shall submit, with each invoice, an itemized detailed statement of services rendered, including the following information;
1. Name of District Personnel authorizing work.
2. Name of employee performing work.
3. Hours and rates spent on each job for each day.
4. List of all materials used for each job and the location.
5. Purchase order number and work order number.
6. Certified payroll for any new work performed.
3.4.2. Contractor shall keep complete records of all work performed under contract. Work covered under this contract shall be invoiced separately from any other work and/or purchased by the District.
3.4.3. For prompt payment, all invoices, and copies of work orders shall be sent directly to Facilities Department, Independence School District, 201 N Forest Ave., Independence, MO 64050.
3.4.4. The District reserves the right to audit the successful contractor’s financial records.
3.5. Exclusions

3.5.1. This Contract may be terminated by either party upon sixty (60) days prior notice in writing to the other party. The District may terminate this contract immediately, under breach of contract, if the Supplier fails to perform in accordance with the terms and conditions as referenced to and incorporated above. In the event of any termination of contract by the Supplier, the District may purchase such supplies and/or services similar to those so terminated, and for the duration of the contract period the Supplier will be liable for all costs in excess of the established contract pricing.

1.1. Term

1.1.1. Initial term duration, start, and end dates of contract

1.1.1.1. Start date of July 1, 2016

1.1.1.2. End date of June 30, 2018

1.1.1.3. Renewals, at the District option, for up to three (3) additional one-year contract periods of July 1 through June 30 with written notice given to supplier.

1.1.1.4. Any increase in cost at the beginning of each renewal period will be limited to the current Federal Price Index "CPI-U, All Items" (Urban Consumers Index CPI Rate).

2. Required Insurance

2.1. Liability

2.1.1. $100,000 per incident

2.1.2. $300,000 per year

2.2. Workers Compensation

2.2.1. Statutory limits

2.3. Bond

2.3.1. Payment: Amount of Agreement

2.3.2. Performance: Amount of Agreement

3. Disclosures and notifications

3.1. Conflicts of interest

3.1.1. Proposal must state whether proposer has any professional, business, or familial relationship with any current member of the Board of Education of the District or with any administrator of the District.
3.2. **Cooperative Procurement**

3.2.1. Indicate whether, if the District accepted your proposal, you would provide the same products and services under the same prices and terms to any public school district or any other non-profit organization having membership in the Mid-America Council of Public Purchasing (MACPP) or Mid-America Regional Counsel (MARC) and located within the greater Kansas City metropolitan trade area.

3.2.2. The prices, terms, and conditions of this RFP and any subsequent term agreement would control the terms of any subsequent agreement.

3.2.3. Organizations represented by MACPP or MARC have no obligation under the cooperative procurement agreement for to use the RFP, proposal, or agreement unless they are specifically named in the RFP as a joint respondent.

3.2.4. The ordering jurisdiction will issue purchase orders and be responsible for all receiving, inspection, payments and other agreement administration.

3.2.5. Each jurisdiction that is a party to the joint proposal may act as Administrative Contracting Officer with responsibility to issue purchase orders, inspect and receive goods, make payments, and handle disputes involving shipment to the jurisdiction.

4. **Contract terms**

4.1. **E-Verify**

4.1.1. Missouri law requires all companies doing business under contracts greater than $5,000 with government entities to attest that all their employees and subcontractor’s employees are “lawfully present in the United States.”

4.2. **Prevailing Wage**

4.2.1. Missouri law requires agreements to contain the following prevailing wage terms: “A wage of no less than the prevailing hourly rates of wages for work of a similar character in the locality in which the work is performed shall be paid to all workmen employed by or on behalf of any public body engaged in public works exclusive of maintenance work” (§ 290.220) and “Not less than the prevailing hourly rate of wages specified in wage determination as requested from the State shall be paid to all workers performing work under this contract” (§ 290.250). The contractor shall forfeit as a penalty to the State, County, City, and County, City, Town, District or other political sub-division on whose behalf the contract is made or awarded. Ten ($10.00) Dollars for each worker employed, for each calendar day, or portion thereof such worker is paid less than the said stipulated rates for any work done under this contract by him or by any sub-contractor under him. § 290.250. All payroll records of the contractor are to be submitted to the School District, with the approved Prevailing Wage Statement, prior to final acceptance of the project.

4.3. **Liquidated Damages**

4.3.1. The District may assess liquidated damages for work not completed, or down time, due to Contractor fault as agreed upon for up to $50 per day.
4.4. **Applicable law**

4.4.1. Missouri law will govern contracts entered into pursuant to this RFP.

4.5. **Termination**

4.5.1. The District may terminate contracts entered into pursuant to this RFP without cause upon 30 day notice.

4.6. **Compliance with laws and policies**

4.6.1. Proposer must comply with all federal and state anti-discrimination laws.

4.6.2. All work shall be done in strict accordance with the provisions of the current edition of the building codes adopted by the City of Independence, Missouri and all city ordinances in effect during performance of this contract.

4.6.3. Contractor must be licensed to do business in the City of Independence.

4.6.4. All work shall meet or exceed the American’s with Disabilities Guidelines.

4.6.5. **A-133 Compliance Supplement**: The contractor must certify that they and their principals are not debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal Department or Agency.

4.6.6. **Excessive Unemployment**: The Missouri Department of Labor and Industrial Relations has determined that a period of “Excessive Unemployment” remains in effect and will remain in effect if the unemployment rate exceeds 5% in the state of Missouri. Only Missouri laborers and laborers from nonrestrictive states are allowed by law to be employed on Missouri’s public works projects. (See Sections 290.550 through 290.580 RSMo).

4.6.7. **AHERA Notification**: the District has completed the removal of friable asbestos in all District school buildings. In addition, all facilities have now been inspected by a certified asbestos inspector as required under the ASBESTOS HAZARD EMERGENCY RESPONSE ACT OF 1986 (AHERA). A copy of the AHERA Plan has been filed with the State of Missouri and a copy is on file with each building administrator. The AHERA Plan is available for inspection during regular school hours.

4.6.8. **OSHA Training**: As a condition of the Contract entered pursuant to this RFP, a Contractor must provide a 10-hour Occupational Safety and Health Administration (OSHA) Construction Safety Program (“Program”) for Contractor’s on-site employees as mandated by RSMo 292.675. Said Program must include a course in construction safety and health approved by OSHA or a similar program approved by the Missouri Department of Labor and Industrial Relations. This requirement includes the following: All of Contractors’ on-site employees must complete the Program within 60 days of beginning work on the Project; Any employee found on the work site subject to this requirement without documentation of the successful completion of the Program will be given 20 days to produce such documentation before being subject to removal from the Project; Contractor’s failure to comply with these requirements will subject it
to penalties. Contractor shall forfeit as a penalty to the Owner $2,500.00 plus $100.00 for each employee employed by Contractor or Contractor’s Subcontractor, for each calendar day, or portion thereof, such employee is employed to work under this Contract without the required training. Said penalty shall not accrue until the period in subsections 1 and 2 have elapsed. Contractor will be subject to said penalties notwithstanding any other provision to the contrary in this Construction Contract. Contractor shall require its contracts with all Subcontractors to contain these provisions. Contractor shall be responsible for penalties to Owner due to any Subcontractor’s employees’ failure to produce documentary evidence of training in the required Program. Contractor may withhold all sums necessary to cover any penalty from Subcontractor by suing in the circuit court of the county in which the project is located. Contractor shall have no right of recovery against Owner

4.6.9. Lead Paint Guidelines: After April 22, 2010, contractors and their individual crew members working in pre-1978 school buildings that are child occupied and residential properties will be required to obtain their Renovator Certification by an accredited EPA Training Provider.

4.7. Background Checks

4.7.1. Contracts entered pursuant to this RFP must require that all employees who will interact with students will be fingerprinted and background checked under the background checks required by the District’s Board Policies. Results of background checks of employees working directly with students must be provided to District. District reserves the right to refuse to allow any employee access to students if the employee completes no background check acceptable to the District.

4.8. Indemnity

4.8.1. The District will not agree to indemnify any contractor for its own negligence, for injuries or damages that do not arise from acts or omission of the District, or for injuries or damages for which the District has sovereign immunity.

4.9. Change orders

4.9.1. Change orders that exceed the greater of $15,000 or 5% of the total originally contracted amount are subject to Board approval prior to performance of the work and are subject to re-bid. (See Board Policy 7210.)

4.10. Proposed contract

4.10.1. Proposals must include a copy of proposed contracts or service agreements if available or disclose terms required by the proposer of this RFP.

5. Interpretation, Questions, Withdrawal

5.1. Interpretation

5.1.1. The District will make no oral interpretations for proposers of meaning of the terms in this RFP.
5.1.2. Requests for interpretations to the meaning of this RFP must also be made in writing to Independence School District not later than April 22, 2016 and failure by the successful proposer to do so shall not relieve the proposer of the obligations to execute such services under a later interpretation by the school district.

5.1.3. All interpretations made to the proposers will be issued in addenda to the RFP and will be sent to all proposers.

5.2. Questions

5.2.1. Submit written questions to the following person:

Robert Burkey
Director of Facilities
201 N. Forest Avenue
Independence, MO 64050
816-521-5330

5.3. Withdrawal

5.3.1. Any Contractor may withdraw his proposal prior to the scheduled closing time for receipt of proposals.

5.3.2. No proposal shall be withdrawn for thirty (30) days after the scheduled closing time for receipt of proposals.

6. Quote

6.1. Amount- Please fill out and submit Appendix B

6.2. Rate- Please fill out and submit Appendix B

7. Proposal submission and opening

7.1. Submission

7.1.1. Submit proposals in a sealed envelope marked “ELEVATOR/LIFT PROPOSAL” and deliver to the following address and person:

Robert Burkey
Director of Facilities
201 N. Forest Avenue
Independence, MO 64050
816-521-5330

7.1.2. Include Appendix A & B completely filled out.

7.2. Opening

7.2.1. The proposals will be opened and publicly read at the following location on the following date and time:
Date: May 2, 2016

Time: 2:00 p.m.

Location: Facilities Office
201 N. Forest Avenue
Independence, MO 64050.

8. Reservation of Rights

8.1. INDEPENDENCE SCHOOL DISTRICT RESERVES THE RIGHT TO ACCEPT OR REJECT ANY OR ALL PROPOSALS AND WAIVE ANY INFORMALITY IN THE PROPOSAL OR REQUEST FOR PROPOSAL.

9. Proposal Evaluation

9.1. Award

9.1.1. The contract will be awarded to the firm submitting the best responsible proposal complying with this RFP if the proposal is reasonable and in the best interest of the District to accept. The firm selected will be notified at the earliest practical date. The decision regarding acceptability of any firm’s qualifications/proposal shall remain entirely with the District, at the District’s sole discretion. The criteria for making this judgment will include but not be limited to price, demonstrated capability and general responsiveness to the RFP.

9.1.2. The District reserves the right to reject any or all proposals, to waive any informalities or technical defects in proposals, and unless otherwise specified by the District, to accept any item or groups of items in the proposal, as in the best interest of the District.

9.2. Acceptance Period

9.2.1. All proposal offers must be firm for 90 days.

10. Vendor List

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<tr>
<td>Santa Fe Trail 1301 S Windsor Indep., MO 64055</td>
<td>Semi-Annually</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>1 Access Unit, Serial # 0710WLS14422013432, VPL</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sugar Creek Elementary School 11424 Gill Indep., MO 64054</td>
<td>Semi-Annually</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>1 Otis Unit, Serial # 5080845, Passenger-Hydraulic</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sycamore Hills Elementary School 15208 E 39th St Indep., MO 64055</td>
<td>Semi-Annually</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>1 Otis Unit, Serial # 2579718-P, Passenger-Hydraulic</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
### New Installation Only- Prevailing Wage Applicable

<table>
<thead>
<tr>
<th>Hourly Rate for Regular Service</th>
<th>$</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hourly Rate for After Hour Service, If Required</td>
<td>$</td>
</tr>
<tr>
<td>Hourly Rate for Weekends or Holidays, If Required</td>
<td>$</td>
</tr>
<tr>
<td>Hourly Rate for Emergency Service, If Required</td>
<td>$</td>
</tr>
</tbody>
</table>

### Repair and Maintenance - Prevailing Wage is NOT Applicable

State the percentage that will be added to your cost for materials used for repairs: _________%

### Testing Cost

| Price for Annual Testing | $ |

Name of Testing Firm:
Appendix B

FEDERAL WORK AUTHORIZATION PROGRAM AFFIDAVIT

I, ________________________________, being of legal age and having been duly sworn upon my oath, state the following facts are true:

1. I am over twenty-one years of age; and know of the matters set forth.

2. I am employed by _______________ (“Company”) and have authority to issue this affidavit on its behalf.

3. Company is enrolled in and participating in the United States E-Verify federal work authorization program regarding Company’s employees working in connection with the services Company is providing to, or will provide to, the District, to the extent allowed by E-Verify.

4. Company does not knowingly employ any person who is an unauthorized alien in connection with the services the Company is providing to, or will provide to, the District.

FURTHER AFFIANT SAYETH NOT.

By: ____________________________________________________________
   (individual signature)

For _________________________________
   (company name)

Title: __________________________________________________________

Subscribed and sworn to before me on this _____ day of _________________, 201__.

________________________________________
   NOTARY PUBLIC

My commission expires:
Appendix B

BID PROPOSAL SUBMISSION FORM – ISD ELEVATOR SERVICE/TEST

Proposal of ______________________________________________________ (hereinafter called “Bidder”), organized and existing under the laws of the State of ________________, doing business as a corporation, a partnership, an individual (circle one) to the Board of Education, School District of Independence, Missouri (hereinafter called “Owner”).

1. In compliance with your Advertisement for Bids, Bidder hereby proposes to perform all work for the INDEPENDENCE SCHOOL DISTRICT – ISD ELEVATOR AND LIFT SERVICE &TESTING. In strict accordance with the Contract Documents, within the time set forth herein and at the prices stated below, bidder should propose on individual base bids for specific project locations as noted below. Owner will award contract per individual base bid.

2. By submission of this Bid, each Bidder certifies, and in the case of a joint Bid each party thereto certifies as to its own organization, that this Bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this Bid with any other Bidder or with any competitor.

3. Bidder acknowledges receipt of the following ADDENDA: _____________________.

4. The undersigned, having familiarized itself with local conditions affecting the cost of the work at the place where the work is to be done and with all Bidding Documents, including the Instructions to Bidders, Plans and Specifications, General and Supplementary Conditions, the Standard Form of Agreement and the other Contract Documents, and having examined the location of the proposed work and considered the availability of labor and materials, hereby proposes and agrees to perform everything required to be performed, and to provide and furnish any and all labor, materials, supervision, necessary tools, equipment, and all utility and transportation service necessary to perform and complete in a workmanlike and timely manner all of the work required for the project, all in strict conformance with the Instructions to Bidders and other Contract Documents (including Addenda noted above, the receipt of which is hereby acknowledged), for the lump sums hereinafter specified.
RESPECTFULLY SUBMITTED:

____________________________________  ____________________________________
Signature                              Title

____________________________________
Name (Please type or write clearly)     Date

____________________________________
Company Name                           Telephone Number    Fax Number

____________________________________
Street                                 Email address

____________________________________
City, State, Zip Code                  License number (if applicable)

By signing, he/she certifies that they are an authorized agent of said company and has the authority to legally enter into a binding Service Agreement.

SEAL - (if BID is by a corporation)