LEGAL NOTICE

INVITATION FOR FORMAL BID

IFB 26-113

For

Elevator Maintenance and Service -Per Building

For

ST. CHARLES COUNTY GOVERNMENT
ST. CHARLES, MISSOURI

St. Charles County is seeking bids for **Elevator Maintenance and Service - Per Building**. The vendor must guarantee the quoted prices for a period of Ninety (90) days.

BID INSTRUCTIONS

One [1] signed original and one [1] signed copy of the bid must be received in a sealed envelope plainly marked **"IFB 26-113 Elevator Maintenance and Service Bid-Per Building"** with the date and time of the bid opening in the lower left corner of the envelope.

An authorized representative of the company/person submitting the bid must sign the bid, in blue ink.

Bids must be submitted to the St. Charles County Finance Department, 201 North Second Street Room 541 St. Charles MO 63301 prior to the bid opening.

Bid opening will be on September 21, 2026 at 10:00 AM, in Room 116 of the St. Charles Administration Building, 201 North Second Street, St. Charles, MO 63301.

St. Charles County reserves the right to accept and/or reject any and all bids.

Bid results may be obtained by going to our St Charles County Government website @ http://www.sccmo.org/Bids.aspx **click on "show Closed/Awarded/Cancelled bids", select bid and click on "related documents".** ***No phone calls please***. The time it takes for final bid results to be made public depends on the complexity of the project and the cost of the project.

BID INQUIRIES

All questions or clarifications concerning this Request for Bid must be submitted in writing via E-mail (preferred), mail or fax to:

Donna Clayton
St. Charles County Government
Finance Department
201 North Second St
St. Charles, Missouri 63301
Fax: (636)949-3870
dclayton@sccmo.org

For questions or inquiries concerning the specifications please contact:
Ron Joly, Maintenance Manager
Facilities Management Department
St Charles County Government
300 North Second St, Room 101
St. Charles, Missouri 63301
Fax: (636)949-3014
rjoly@sccmo.org

- The bid number and title shall be referenced on all correspondence.
- **All questions must be received no later than 3:00 PM on September 16, 2026.** Any question received after this deadline may not be answered.

Responses to questions/clarifications will be placed on the County's website http://www.sccmo.org/Bids.aspx**. Check this website frequently for updates and any addendum that are issued.**

Prohibited Communication

Contact with any representative, other than through the procedure outlined in the section titled "Bid Inquiries", concerning this request is prohibited PRIOR TO BID OPENING. Representative shall include, but not be limited to, all elected and appointed officials, and employees of St. Charles County and their Agents within St. Charles County.

Any Offeror engaging in such prohibited communications prior to Bid Opening may be disqualified at the sole discretion of St. Charles County.

TERMS AND CONDITIONS

- St. Charles County reserves the right to reject any and all bids or parts of a bid and waive technicalities, and to adjust quantities.
- All bids are final. No additions, deletions, corrections, or adjustments will be accepted after the time of bid opening except by request of County.
- All delivery costs or charges must be included in the F.O.B. destination bid price.
- City, County and State of Missouri Sales Tax and Federal Taxes are not applicable to sales made to St. Charles County and must be excluded.
- The contract, provided in Exhibit A, shall be effective for (12) months period from the date of execution
- The County, with the consent of the vendor, shall have the option to renew said contract for four (4) additional twelve (12) month periods at the same specifications and terms and conditions of any contract that may be derived from this request for proposal.
- The electronic version of this bid/RFP is available upon request. The document was entered into WORD for Microsoft Windows. The Purchasing Office does not guarantee the completeness and accuracy of any information provided on the electronic version. Therefore, respondents are cautioned that the hard copy of this bid/RFP on file in the Purchasing Office governs in the event of a discrepancy between the information contained in or on the electronic version and that which is on the hard copy.
- Vendors are required to clearly identify any deviations from the specifications in this document.
- Vendors must submit two [2] signed copies of their bid; one is to be an original and so marked.
- All prices and notations must be in blue ink or typewritten on the attached form. Mistakes must be crossed out, corrections typed adjacent and must be initialed in blue ink by the person signing the bid.
- St. Charles County will not award any bid to an individual or business having any outstanding amounts due from a prior Contract or business relationship with the County or who owes any amount(s) for delinquent Federal, State or Local taxes, fees and licenses.
- Sealed proposals received after the designated time of the receipt of the sealed proposals will be considered as "No Bid" and "Void" and will not be opened.

Bid Response from (please complete)

_____

Name of Company or individual

- The successful bidder is specifically denied the right of using in any form or medium the names of St. Charles County or any other public agency within St. Charles County Government for public advertising unless express written permission is granted.
- All bidders must possess the necessary and appropriate business and/or professional licenses in their field.
- The County will make its award to the lowest responsive, responsible bidder or bidders unless additional criteria is established herein. When payments are to be made to the County, the County will award based on payments unless these documents establish additional criteria. As used for this award, “responsive” shall mean a bid that conforms in all respects with the terms and conditions of the County’s requirements. As used for this award, “responsible” shall mean that the bidder has the capability in all respects to perform fully the contract requirements, and the integrity and reliability which will assure good faith performance.
- County reserves the right to accept any item or group of items offered, unless the bidder qualifies his bid by specific limitations. The bid can be on an "all or none" basis if wording in the bid so states and if all items solicited are included in the bid.
- The County reserves the right to award contracts to multiple vendors. Buildings may be distributed among the selected vendors; however, each individual building will be awarded in its entirety to only one vendor.
- When applicable, provide unit prices and extension prices. Where there is disagreement in the unit and extension prices, the unit price shall govern.

MISSOURI PREVAILING HOURLY WAGE RATES:

The proposal for this Contract shall be based upon the required payment by the Bidder for wages for each craft or type of workmen required to execute the Contract as determined by the Department of Labor and Industrial Relations of Missouri, pursuant to Sections 290.210 to 290.340, RSMo. For those projects with a total cost of more than $75,000.00, a schedule of such prevailing hourly rate of wages as determined by the Department of Labor and Industrial Relations of Missouri, pursuant to said statutory provisions and made a part of this Contract, Annual Wage Order #33, as of May 28, 2026.

Effective August 28, 2018, the provisions of sections 290.210 to 290.340 shall not apply to the construction of public works for which either the engineer’s estimate of the bid accepted by the County for the total project is in the amount of $75,000.00 or less. For any awarded bid in the amount of $75,000.00 or less that becomes subject to a contract amendment that increases the total project cost in excess of $75,000.00, the provisions of 290.210 to 290.340 shall apply only to that portion of the project that is in excess of $75,000.00.

Bid Response from (please complete)

_____
Name of Company or individual

INSURANCE:

Worker's Compensation and Employer's Liability: Statutory WC limits as required by the Statutes of the State of Missouri (or a qualified self-insurer) and Employers Liability in an amount of no less than $1.0 million.

Automobile, General Liability and Property Damage: The Contractor shall maintain the following minimum amounts of automobile, general liability, and property damage insurance coverage during the life of the contract:

- $1,000,000 for bodily injury or death to any one person and $3,000,000 per occurrence for automobile and general liability coverage; and property damage coverage of at least
- $1,000,000. A Combined Single Limit Policy in the amount of $3,000,000 is an acceptable alternative. Automobile coverage must include non-owned vehicles.

The Automobile & General Liabilities policies shall be endorsed to include the County as an additional insured including the following language:

- Nothing in this endorsement shall serve to operate as a waiver of the County's Sovereign Immunity or broaden the liability of the County beyond the provisions of Sections 537.600 to 537.610 of the Revised Statutes of Missouri.
- Vendor shall provide for 30 days advance written notice of any material change. A Waiver of Subrogation in favor of the County shall be endorsed on each of the policies. The required insurance shall be primary insurance with respect to any other insurance or self-insurance programs maintained by the County.

A Certificate of Insurance evidencing the above coverage(s) together with a copy of the required endorsements shall be provided to the County prior to the commencement of any work.

It shall be the contractor's responsibility to keep the respective insurance policies and coverages of any sub-contractor current and in force for the life of the contract.

Architects/Design Engineers: Errors and Omissions (Professional Liability): with limits of not less than 1,000,000.000 per claim/$3,000,000.00 aggregate covering all services provided by the Contract. Coverage to be written on a claims-made basis.

Bid Response from (please complete)

_____
Name of Company or individual

Employment of Unauthorized Aliens Prohibited (*Missouri Revised Statutes* Section 285.530)

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

An employer may enroll and participate in a federal work authorization program **(E-Verify)** and shall verify the employment eligibility of every employee in the employer's hire whose employment commences after the employer enrolls in a federal work authorization program. The employer shall retain a copy of the dated verification report received from the federal government. Any business entity that participates in such program shall have an affirmative defense that such business entity has not violated subsection 1 of this section. [RSMO 285.530 (4)]

Any entity contracting with St. Charles County shall only be required to provide the referenced affidavit on an annual basis. A copy of the affidavit in included in this bid request. Vendors may choose to send the required documentation using one of the following options:

- Send the notarized affidavit and E-Verify MOU signature page to: St. Charles County, Attn: Purchasing Manager, 201 N Second Street, Room 541, St. Charles, MO 63301prior to responding to any solicitations; **OR**
- Send the notarized affidavit and E-Verify MOU signature page along with a bid solicitation response.

These documents will be kept on file. The notarized affidavit and E-Verify MOU signature page will remain current for **one year** from the date of the notarized affidavit.

***** PLEASE NOTE:***

Acceptable enrollment and participation documentation consists of a valid copy of the signature page of the E-Verify Memorandum of Understanding, completed and signed by the Contractor, and the Department of Homeland Security - Verification Division

The online address to enroll in the E-verify program is:

https://everify.uscis.gov/account/enroll

Bid Response from (please complete)

_____
Name of Company or individual

Open Records

Any and all information contained in or submitted with the bid becomes a public record subject to the Missouri Sunshine Law when the bids are opened. The County may include any information submitted with the bid or submitted to the County during the award or review process in the County's public records, public agendas, or public meetings. If the bidder believes that any information contained in or submitted with the bid is protected from disclosure by the Missouri Sunshine Law, the bidder must clearly identify what information the bidder believes is so protected and must also clearly identify the legal basis therefor. Simply marking a document with "confidential" or similar watermarks, notations, etc. shall not be sufficient to prevent disclosure of submitted information.

Veteran Friendly Employment Policy

"Indicate whether you have developed a veteran friendly employment policy and, if so, attach a copy of such policy to your response as a point of information."

_____"YES" our company has a veteran friendly employment policy.

_____"NO" our company does not have a veteran friendly employment policy.

Please include a copy of your veteran friendly employment policy with your submission.

Interview Conference

After an initial screening of the submitted bids, any, or all of the companies submitting a bid in response to this IFB may be required to give an oral presentation or demonstration of their bid. Additional technical information may be requested for clarification purposes, but in no way to change the original written proposal submitted. The County reserves the right, in its sole discretion, to decide to conduct interviews with any or all of the companies.

- Consideration of Information from All Sources:
  The County reserves the right to consider information and facts, gained from all sources, including but not limited to the submitted bid, presentations, demonstration, interviews, or references, in the evaluation process.

Bid Response from (please complete)

_____
Name of Company or individual

BID SPECIFICATIONS

St. Charles County Government is seeking bids for labor, material, and equipment as required to repair and maintain the following elevators and vertical lift devices that are in service at the following St. Charles County Government Facilities:

Administration Building located at 201 North Second Street, St. Charles, MO 63301

Dover Elevator - S/N CD-2663 (1993 Tract. Pass. - 3500 lbs, 350 fpm, 5 Landings)

Dover Elevator - S/N CD-2664 (1993 Tract. Pass. - 3500 lbs, 350 fpm, 5 Landings)

Community Health Building located at 1650 Booneslick Road, St. Charles, MO 63301

Schindler Elevator -S/N HG-D3811-01 (2007 Hydr Pass. - 2100 lbs, 100 fpm, 2 Landings) (Type E1B 197 AJ)

Courts Admin. Building located at 300 North Third Street, St. Charles, MO 63301

*Dover Elevator - S/N CD-2660 (1993 Tract. Pass. - 3500 lbs, 350 fpm, 6 Landings)

*Dover Elevator - S/N CD-2661 (1993 Tract. Pass. - 3500 lbs, 350 fpm, 6 Landings)

*Dover Elevator - S/N CD-2662 (1993 Tract. Pass. - 3500 lbs, 350 fpm, 6 Landings)

* Currently being updated

Dover Elevator - S/N ED-2665 (1993 Hydr. Pass. - 2500 lbs, 165 fpm, 4 Landings)

Dover Elevator - S/N ED-2666 (1993 Hydr. Pass. - 2500 lbs, 165 fpm, 4 Landings)

Matot Dumbwaiter - S/N 24143 (1993 Winding Drum - 250 lbs, 50 fpm, 2 Landings)

Matot Dumbwaiter - S/N 24144 (1993 Winding Drum - 250 lbs, 50 fpm, 4 Landings)

Criminal Justice Center located at 301 North Third Street, St. Charles, MO 63301

Dover Elevator - S/N E-83766 (1988 Hydr. Pass. - 2500 lbs, 125 fpm, 3 Landings)

Dover Elevator - S/N E-83767 (1988 Hydr. Pass. - 2500 lbs, 125 fpm, 3 Landings)

Dover Elevator - S/N US45748 (2025 Hydr. Pass. - 4000 lbs, 125 fpm, 3 Landings)

Dover Elevator - S/N US45749 (2025 Hydr. Pass. - 4000 lbs, 125 fpm, 3 Landings)

Thyssenkrup Elevator - S/N EP-23050 (2006 Hydr. Pass. - 5000 lbs, 125 fpm, 3 Landings)

Executive Office Building located at 100 North Third Street St. Charles, MO 63301

Dover Elevator - S/N ED-2667 (1994 Hydr. Pass. – 2500 lbs, 125 fpm, 3 Landings)

Juvenile Justice Center located at 1700 S. River Road, St. Charles, MO 63303

Schindler Elevator - S/N HG-D2294-01 (2002 Hydr Pass.-2100 lbs, 125 fpm, 3 Land's) (Type E1B 162)

Bid Response from (please complete)

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Name of Company or individual

Family Arena located at 2002 Arena Parkway St. Charles, MO 63303 (billed separately)

Otis Elevator - S/N 435319 (1999 Hydr Pass. - 2500 lbs, 100 fpm, 4 Landings)

Otis Elevator - S/N 435320 (1999 Hydr Pass. - 4500 lbs, 100 fpm, 2 Landings)

Carcord Lift - S/N P18018 (1999 Wheelchair Lift - 750 lbs, 10 fpm, 2 Land's)

National Equestrian Center located at 6880 Lake Saint Louis Blvd, Lake St. Louis, MO 63367 (billed separately)

Garaventa Platform Lift - S/N 93859 (Capacity 750 lbs, Speed 17 fpm, 2 Landings)
Location in Building: Cafe area

Required Submission

The Contractor must demonstrate access to specialized technical support services for complex, non-routine repairs. This includes access to manufacturer-specific training, proprietary diagnostic equipment, and technical expertise for all equipment brands and controller types listed in this bid. The Contractor shall provide documentation of such capabilities and manufacturer certifications with their bid submission.

General Conditions

1) When original equipment parts become obsolete, discontinued, or are no longer manufactured, the Contractor shall provide equivalent replacement parts that meet or exceed the original equipment manufacturer's specifications at no additional cost to the County during the contract term. The Contractor must notify the County in writing within five (5) business days upon becoming aware that a required part has been discontinued or is obsolete.
2) Parts Covered Under Agreement: The monthly service fee covers replacement of the following parts and components when required due to normal wear and operation: motors, signal fixtures, relays, contactors, selector switches, limit switches, hoistway door interlocks, car gate contacts, car and hall push buttons, position indicators, directional lanterns, ropes, cables, sheaves, bearings, batteries, and similar operating components. Parts excluded from coverage include: cab interior finishes, decorative elements, flooring, lighting fixtures (except signal lamps), and any damages resulting from vandalism, abuse, misuse, or acts of God.
3) Trained and competent Service Technicians will be directly employed and supervised by the Contractor during the execution of the service agreement.
4) The Service Technician must check-in with the Facilities Management Department upon arrival at the County Facility. The check-in process can be completed in person or via the telephone. The Facilities Management Department is responsible for providing the Service Technician with an escort as required to access the applicable elevator or vertical lift device.
5) The Service Technician must submit a service report or equivalent documentation for all maintenance and service activities performed on St. Charles County premises during the execution of the service agreement. Each report must be submitted directly to the Facilities Management Department and include not only what was discovered, but what was repaired.
6) The Contractor must provide alternate ways to view reports, elevator status, repair

Bid Response from (please complete)

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Name of Company or individual

status, or other pertinent information via an electronic customer portal at no additional cost. The customer portal must also be capable of sending updated information to specific County personnel via electronic means such as email, text message, etc.

7) The Contractor must provide all labor, tools, peripheral devices, software, instruments, lubricants, cleaning compounds, and other equipment as required during the execution of the service agreement during the Contractor's standard hours of service without any additional charges to the County.
8) The Contractor must correct all mechanical, electrical, and structural deficiencies that occur as a result of normal wear and/or failure under general equipment usage during the execution of the service agreement without any additional charges to the County. This is to include replacement of batteries associated with the operation of the elevator.
9) The Contractor shall not be financially responsible for the cost of the labor and the material associated with the replacement of mechanical, electrical, and structural parts required as a direct result of vandalism, abuse, or misuse of the equipment.
10) Parts and Materials Pricing: All parts and materials provided by the Contractor for repairs outside the scope of the monthly service agreement (including but not limited to repairs resulting from vandalism, abuse, or misuse) may include a markup not to exceed ten percent (10%) above the Contractor's actual cost. The Contractor shall provide itemized invoices documenting actual parts costs upon request by the County. The County reserves the right to verify parts pricing and request supporting documentation (manufacturer invoices, receipts, or price lists) to ensure compliance with this markup limitation.
11) The Contractor shall generally not be financially responsible for the additional cost of premium time labor for service requested by the County outside of the Contractor's standard hours of service. However, the County may request service outside of the Contractor's standard hours of service without incurring additional charges if the need for the premium time labor arises as a direct result of the Contractor's previous actions or a direct result of the Contractor failing to respond to the initial request for service in a timely manner.

Routine Inspection and Maintenance

1) The Contractor must ensure that each elevator and vertical lift device is regularly inspected, lubricated, and adjusted properly to maintain the equipment in a proper and safe operating condition. Hydraulic elevators shall receive quarterly preventive maintenance visits with a minimum of one (1) hour allocated per visit. Traction elevators shall receive bi-monthly preventive maintenance visits with a minimum of one (1) hour allocated per visit. At minimum, each elevator or vertical lift device must be inspected and lubricated at least one time per month by the Contractor.
2) The Contractor must replace all faulty signal lamps found during the regular inspections. The signal lamps shall include those lamps in the elevator car, those lamps at the elevator landings, and those lamps in the elevator machine room.
3) The Contractor must periodically examine and test the hydraulic system and/or governor, safeties, and buffers on the equipment as outlined in the current edition of the American National Standard Code for Elevators and Escalators (ANSI A17.1)
4) Provide as an attachment to this document, a list of any additional parts or services covered as part of service agreement with your company, if those parts or services

Bid Response from (please complete)

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Name of Company or individual

have not been listed here.

Annual Inspections

1) The Contractor must provide the labor, material, and equipment required to perform the Annual Inspections for all applicable equipment in the presence of an Independent Inspector certified by the state of Missouri.
2) The Contractor is responsible for providing the weights as required to load test all applicable elevators or vertical lift devices during the subject annual Inspection without any additional charges to St. Charles County Government. St. Charles County Government is responsible for contracting the services of the Independent Inspector as required for the subject Annual Inspections.
3) The Contractor must provide the labor, material, and equipment required to perform comprehensive Five-Year Inspections for all applicable elevators and vertical lift devices as required by ANSI A17.1 standards and applicable state regulations. Five-Year Inspections shall include, but not be limited to, thorough examination and testing of all safety components, control systems, hoistway equipment, machine room components, and structural elements for both hydraulic and traction elevator systems. All Five-Year Inspection services are included in the monthly service agreement at no additional cost to the County. The Contractor shall coordinate with the County to schedule Five-Year Inspections in advance and provide detailed inspection reports upon completion.

Service Requests

1) The Contractor must be capable of responding to a service call 24-hours a day, seven days a week as required to return any elevator or vertical lift device to a safe and operable condition. The Contractor's proposal must include the average number of Service Technicians on duty during the standard hours of service as well as the average number of Service Technicians on duty for the non-standard hours of service.
2) The Contractor will not be financially responsible for any repair costs incurred as a direct result of vandalism, abuse, or misuse of the equipment. St. Charles County will be responsible for the cost of labor and parts if the damages are mutually agreed upon before the service is performed. Costs for labor will be calculated at straight time plus any premium time if applicable.
3) Otherwise, the Contractor shall be financially responsible for the labor and material costs incurred during a service call as per the following guidelines:
    a. Standard Hours of Service - The Contractor will be responsible for all labor and material costs incurred during a service call.
    b. Premium Time – The Contractor will be responsible for the straight time portion of the labor costs incurred during the service call. St. Charles County will be responsible for the premium time portion of the labor costs incurred during the service call. The Contractor will be responsible for all material costs incurred during a service call.
    c. Exception to Premium Time – The Contractor will not charge the County for any additional premium time for a service call initiated by the County when an elevator fails to operate adequately while an adjacent elevator performing the same function is currently under repair by the Contractor or the Contractor

Bid Response from (please complete)

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Name of Company or individual

failed to respond promptly to the County's initial request for service.

i. For example, the Contractor is expected to respond to a service call for one of the public transportation elevators in the Justice Center Lobby on a weekend without any premium time surcharge to the County if the adjacent public transportation elevator in the Justice Center Lobby has been out of service for a period of time before the said weekend.

4) The County reserves the right to request services from another company if the Contractor fails to return an elevator covered by the subject maintenance and service agreement to a safe and operable condition in a timely manner. The County will formally notify the Contractor of its intent to request the services of an additional Company as required to assess and correct the existing unresolved situation. The Contractor will be given 48 hours to formally respond to this notification and submit a viable resolution plan to the County. If the Contractor fails to adequately reply to the County's notification, the County has the right to authorize the services of the other Company as required to serve the best interest of the County. The Contractor will be responsible for all costs incurred by the County in any such effort to correct unresolved situations of any elevator included in the subject maintenance and service agreement.

Condition of Service

1) The Contractor will indicate preliminary acceptance of the elevators and vertical lift devices in their current condition upon submission of its proposal to St. Charles County.
2) The Contractor will have (14) fourteen calendar days from the effective date of the service agreement to formally report any existing equipment abnormalities or deficiencies to the Facilities Management Department of St. Charles County. Otherwise by default, the Contractor shall indicate final acceptance of all elevators and vertical lift devices in their current condition on the fifteenth calendar day following the effective date of the service agreement.
3) While more than one (1) vender may be selected, with a maximum of two (2), only one (1) vender will be awarded the specific buildings. For example, one vender may be awarded CJC, Admin and Courts, while another vender awarded the remaining buildings.

Termination

1) This Agreement may be terminated by either party for cause, or by COUNTY for convenience, upon thirty (30) days written notice from the terminating party to the other party. In the event of such termination, Contractor shall be paid its compensation for services performed to termination date

Clarifications and Modifications

1) Hours of Service
    a. The Contractor must provide a detailed work schedule including the standard hours of service, regular working days, and company holidays observed by the Contractor.
    b. The Contractor must provide labor rates for their Service Technicians for regular work hours and premium work hours including overtime and

Bid Response from (please complete)

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Name of Company or individual

holidays.

2) County Responsibilities
    a. St. Charles County will immediately shut down any equipment when any reported irregular operation or reported irregular appearance of the equipment is verified.
    b. St. Charles County will immediately report any equipment abnormalities to the Contractor.
    c. The Contractor will clearly define any additional responsibilities of the County as they pertain to the proposal submitted.
3) Miscellaneous
    a. The Contractor must apply for payment for any future monthly service period no more than one month in advance of that monthly service period.
    b. The Contractor must individually apply for the payment of labor and material charges for any services rendered above and beyond the original scope of the service agreement.
    c. St. Charles County may request additions or deletions to the list of equipment in the service agreement. Such a request shall not void the current service agreement in effect. However, both the Contractor and St. Charles County must mutually agree to the terms of the addendum before both parties shall recognize the said addendum.
    d. St. Charles County and the Contractor shall not be bound by any initial service agreement for a period exceeding (12) twelve months based upon the Base Year 1 rates of the proposal submitted by the Contractor. Thereafter, a service agreement extension may be granted by St. Charles County upon the consent of both St. Charles County and the Contractor. The County shall exercise the option to extend the service agreement for an additional (12) months by notifying the contractor 90 days prior to the end of the current year, subject to contractor consenting in writing within 30 days of county's notification. Any such extension to the service agreement will be based upon the applicable Option Year 2, Option Year 3, Option Year 4, or Option Year 5 rates of the proposal submitted by the Contractor.

Invoicing

1) The elevators and lifts located at the Family Arena and the National Equestrian Center will be invoiced separately to the respective departments that manage these locations.
2) Invoices shall contain as much information as possible to draw the picture of what the service was for and what was corrected or repaired.

Exceptions / Exclusions

1) As some elevators and vertical lift devices may be considered proprietary, the Contractor shall specifically claim every elevator or vertical lift device that they are excluding from the service agreement because they are unable to service the elevator or vertical lift device as per the bid specifications. St. Charles County reserves the right to obtain service directly from the manufacturer of any elevator or vertical lift device that is considered proprietary. St. Charles County reserves the right to award the Main Bid without awarding the Alternate Bid.

Bid Response from (please complete)

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Name of Company or individual

References

1) The Contractor shall submit a minimum of three customer references with their bid. The subject references provided should include entities that are under current service agreements with the Contractor for multiple elevators at multiple sites with operations similar to those of the County.

Note: All County facilities are located within St. Charles County, Missouri. Travel time and mileage charges within a 25-mile radius of downtown St. Charles should be included in the monthly service fee.

Contractor Hours of Service

Standard Business Hours: _____

Regular Working Days: _____

Company Holidays Observed:

_____

_____

Bid Response from (please complete)

_____
Name of Company or individual

Exception Sheet

If the item(s) and/or services proposed in the response to this bid is in any way different from that contained in this proposal or bid, the bidder is responsible to clearly identify all such differences in the space provided below. Otherwise, it will be assumed that the bidder's offer is in total compliance with all aspects of the proposal or bid.

Below are the exceptions or differences to the stated specifications (attach additional sheets as needed):

Date: _____

Signature: _____

Title: _____

Company: _____

Bid Response from (please complete)

_____

Name of Company or individual

Reference Sheet

1) Company _____

Contact Name _____

Title _____ Phone _____

Number of Elevators under current agreement _____

Number of Physical Sites _____

2) Company _____

Contact Name _____

Title _____ Phone _____

Number of Elevators under current agreement _____

Number of Physical Sites _____

3) Company _____

Contact Name _____

Title _____ Phone _____

Number of Elevators under current agreement _____

Number of Physical Sites _____

4) Company _____

Contact Name _____

Title _____ Phone _____

Number of Elevators under current agreement _____

Number of Physical Sites

Bid Response from (please complete)

_____

Name of Company or individual

IFB 26-095 – Elevator Maintenance and Service Bid Form

Bidder Name:

Building	Base Year 1 Monthly	Base Year 1 Annual	Option Year 2 Monthly	Option Year 2 Annual	Option Year 3 Monthly	Option Year 3 Annual	Option Year 4 Monthly	Option Year 4 Annual	Option Year 5 Monthly	Option Year 5 Annual	5-Year Load Test One-Time Cost
Administration Building											
Community Health Building											
Courts Administration Building											
Criminal Justice Center											
Executive Office Building											
Juvenile Justice Center											
Family Arena											
National Equestrian Center											

Rates, Staffing, Travel and Service Hours

Standard Hourly Billing Rate	Base Year 1	Option Year 2	Option Year 3	Option Year 4	Option Year 5	Overtime Wage Multiplier	Holiday Wage Multiplier

Current Service Technicians on Duty – Standard Hours		**Current Service Technicians on Duty – Non-Standard Hours**		**Trip Charge (if applicable) – $ per trip**	
Travel / Mileage Charge (if applicable) – $ per mile		**Standard Business Hours**		**Regular Working Days**	
Company Holidays Observed					

Note: All County facilities are located within St. Charles County, Missouri. Travel time and mileage charges within a 25-mile radius of downtown St. Charles shall be included in the monthly service fee. Family Arena and National Equestrian Center will be invoiced separately.

Authorized Signature _____ Date _____

THIS FORM MUST BE COMPLETED AND ENCLOSED WITH THE BID

Audit Clause for Contracts

Examination of Records

The Contractor's records must include, but not be limited to, accounting records (hard copy, as well as computer readable data), written policies and procedures, subcontractor files, indirect cost records, overhead allocation records, correspondence, instructions, drawings, receipts, vouchers, memoranda, and any other data relating to this contract shall be open to inspection and subject to audit and/or reproduction by the County Auditor, or a duly authorized representative from the County, at the County's expense. The contractor must preserve all such records for a period of three years, unless permission to destroy them is granted by the County, or for such longer period as may be required by law, after the final payment. Since the Contractor is not subject to the Missouri Sunshine Law (Chapter 610, RSMo), information regarding the Contractor's operations, obtained during audits, will be kept confidential.

The Contractor will require all subcontractors under this contract to comply with the provisions of this article by including the requirements listed above in written contracts with the subcontractors.

Vendor Information

Company Name: _____

Business Address: _____

_____

Business Hours: _____

Phone: _____ Fax: _____

Email address: _____

Contact Person: _____

Authorized Signature: _____
(Indicates acceptance of all bid terms and conditions)

Date: _____

Bid Response from (please complete)

_____
Name of Company or individual

AFFIDAVIT OF WORK AUTHORIZATION

Comes now _____ as _____ first being duly
(Name) **(Office held)**

sworn, on my oath, affirm _____ is enrolled and will
(Company name)

continue to participate in a federal work authorization program in respect to employees that will work in connection with the contracted services related to _____

_____
(Describe project or insert bid number)

for the duration of the contract**,** in accordance with RSMo Chapter 285.530 (2). I also affirm that

_____ does not and will not knowingly employ a
(Company name)

person who is an unauthorized alien in connection with the contracted services related to the

_____

_____
(Describe project or insert bid number)

for the duration of the contract.

In affirmation thereof, the facts stated above are true and correct (the undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo).

_____ _____
Signature (person with authority) **Printed name**

_____ _____
Title **Date**

Subscribed and sworn to before me this _____ of _____. I am commissioned as a notary
(Day) **(Month & Year)**

Public within the County of _____, State of _____, and my

commission expires on _____.

_____ _____
Signature of Notary **Date**

Bid Response from (please complete)

_____
Name of Company or individual

THIS FORM MUST BE COMPLETED AND ENCLOSED WITH THE BID

ST. CHARLES COUNTY
DOMESTIC PRODUCTS PROCUREMENT ACT (BUY AMERICAN)

The Missouri Domestic Products Procurement Act (34.350-34.359 RSMo) requires that for all bids with a value of $25,000 or more, the goods or commodities purchased by any public agency (which definition includes all political subdivisions of the State, including counties) or used or supplied in the construction, alteration, repair, or maintenance of any public works must be **manufactured or produced** in the United States. As defined in 34.350 RSMo, United States means the United States of America, the District of Columbia, and all territories and possessions subject to the jurisdiction of the United States. The law also requires that the bidder must provide proof of compliance. **Note: In general, if an import tariff is applied to an item, it does not qualify for the Buy American preference. In addition, Most Favored Nation status does not allow application of the preference.**

Section A – All Products Are Manufactured or Produced In U.S.
If all products bid qualify as domestic products under Missouri law, complete only Section A.

I hereby certify that all products qualify as domestic, that the information provided is true and correct, and complies with all provisions of Sections 34.350-34.359 RSMo. I understand that any misrepresentation herein constitutes the commission of a class A misdemeanor pursuant to Section 34.355 of the Revised Statutes of Missouri.
SIGNATURE
COMPANY NAME

If Section A is completed, do not complete Section B.

Section B – Only One Product Line or No Products Are Manufactured or Produced In U.S.
If only one product line or no products are manufactured or produced in the U.S. complete only section B.

I hereby certify that there is only one product line or no product manufactured or produced in the U.S., that the information provided is true and correct, and complies with all provisions of Sections 34.350-34.359 RSMo. I understand that any misrepresentation herein constitutes the commission of a class A misdemeanor pursuant to Section 34.355 of the Revised Statutes of Missouri.
SIGNATURE
COMPANY NAME

Section C – Products May Qualify Because of Qualifying Treaty
If some or all products bid qualify for domestic status because of a trade treaty, etc., then the bidder must identify each product, country and qualifying treaty, etc. below. The bidder must list ALL products which are or may qualify as domestic below. If more space is needed, please copy this form and submit as an attachment.

BID ITEM NUMBER(S)	COUNTRY WHERE MANUFACTURED OR PRODUCED	QUALIFYING TREATY, LAW, AGREEMENT, OR REGULATION

SECTION C
I hereby certify that the specific items listed above are domestic, that the information provided is true and correct, and complies with all provisions of Sections 34.350-34.359 RSMo. I understand that any misrepresentation herein constitutes the commission of a class A misdemeanor pursuant to Section 34.355 of the Revised Statutes of Missouri.
SIGNATURE
COMPANY NAME

Bid Response from (please complete)

_____
Name of Company or individual

THIS FORM MUST BE COMPLETED AND ENCLOSED WITH THE BID

Anti-Discrimination Against Israel Act Certification

1. Pursuant to Section 34.600 of the Revised Statutes of Missouri, St. Charles County shall not enter into a contract to acquire or dispose of services, supplies, information technology, or construction unless the contract includes a written certification that the company is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel.

2. **This requirement shall not apply to contracts with a total potential value of less than one hundred thousand dollars or to contractors with fewer than ten employees.**

3. Vendor affirms they have reviewed the requirements and definitions contained in RSMo. § 34.600.

Vendor hereby certifies they have complied with the terms of RSMo § 34.600, as applicable to this agreement, and will comply for the duration of the contract period.

_____ _____

Vendor Date

Bid Response from (please complete)

_____

Name of Company or individual

Exhibit A

NOTE: This document is only a Draft and it is being provided with the bid for information purposes only. A fully completed document shall be prepared upon award of the Contract pursuant to this bid to the Successful Offeror and shall reflect both parties' Agreement and input on the terms and conditions which will be included in the final fully executed Agreement.

SERVICE AGREEMENT

St. Charles County, Missouri, (County) and _____(Contractor) do hereby enter into this SERVICE AGREEMENT effective the last date signed below and subject to the following terms and conditions:

I. **Scope of Services:** The Contractor shall furnish, at its cost and expense, all tools, equipment, supplies, superintendence, transportation, and other accessories, services, and facilities; and provide and perform all necessary labor in a good, substantial, and workmanlike manner to complete the work as designated, described and required by the bid specifications contained in "IFB 26-113 Elevator Maintenance and Service – per Building" on file with St. Charles County, all in accordance with the general conditions, supplementary conditions, instructions to bidders, proposal, and other specified documents, all of which contract documents form the contract, and are as fully a part thereof as if repeated verbatim herein, all work to be done under the direct supervision, and to the entire satisfaction of the County.

II. **When Services Provided:** The Contractor shall furnish the services identified in the scope of services by location of the bid document on Monday through Saturday of each week. The Contractor shall furnish the other identified services upon request of the County.

III. **Cost And Unit Prices:** The County shall pay the Contractor for all work done in accordance with the prices shown in the proposal within a reasonable time after receiving an invoice from Contractor for the completed work. Contractor shall submit invoices to the County no later than thirty (30) days after completion of the work. All Payments shall be subject to appropriations by County.

IV. **Supervision:** The Contractor shall supervise and direct the work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over means, methods, techniques, sequences, and procedures and for coordinating all portions of the work under the contract, unless the contract documents give other specific instructions concerning those matters. Contractor shall self-perform all services listed within the bid. Contractor shall not subcontract any services within the bid nor assign to a third party the performance of any services within the bid to a third party without the prior written permission of the County.

V. **Incorporation of Procurement Documents:** This agreement hereby incorporates the County's related procurement documents (IFB 26-113), the Contractor's responses thereto, and any attachments or exhibits to any of the above-referenced documents. In the event of a conflict between any of the incorporated documents, this document shall control. If Contractor believes it has identified or becomes aware of an inconsistency or conflict, it shall request clarification from the County, in which case the County's interpretation shall control. The absence of a term from this document does not imply the negation of a term from the County's procurement documents.

VI. **Appropriations:** Any obligation on the part of the County to pay any amount due under the agreement is subject to appropriation by the County in each fiscal year of funds sufficient to fulfill the terms of the agreement. Should the County fail to appropriate sufficient funds in its annual budget ordinance for any of the fiscal years to which the County's obligation to pay any amount due under the agreement applies, the County's obligation to pay any funds under this agreement shall cease without penalty and without further payment being required, and the agreement will terminate upon written notice by the County that there are no sufficient authorized funds lawfully available to meet the County's payment obligations.

VII. **Non-Waiver of Sovereign Immunity:** The County hereby asserts and maintains its sovereign immunity to the fullest extent permitted by law. Nothing in the agreement shall be construed as a waiver of the County's sovereign immunity or as consent by the County to be sued in any forum or manner except as provided by law. The County's sovereign immunity shall survive the termination or expiration of the agreement and shall

Bid Response from (please complete)

_____
Name of Company or individual

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remain in full force and effect in accordance with any and all applicable laws.

VIII. **Indemnification:** Contractor shall indemnify, defend (with counsel chosen by Contractor with County's consent), and hold harmless County, its officers, agents, and employees from and against any and all claims, damages, losses, expenses and liabilities of any kind, including but not limited to attorney's fees and costs, arising out of or in connection with Contractor's performance of its duties and obligations under this agreement. The indemnification obligation under this paragraph shall not be limited by a limitation on amount or type of damages or liability. Contractor's obligation to indemnify pursuant to this section shall survive the termination or expiration of this agreement.

IX. **Bond Requirements** Contractor shall be required to submit a 100% Performance and Payment Bond in favor of the County if projected value of the work performed under the agreement is $50,000.00 or greater. Such estimate to be at the sole discretion of the County. The security company representing Contractor must be authorized to do business in the State of Missouri and be approved by County.

X. **Open Records:** The Parties agree and recognize that the County is a political subdivision of the State of Missouri and is therefore subject to open records laws including but not limited to Chapter 610, RSMo ("The Sunshine Law'), other various state and federal laws, and/or court or administrative orders. The Parties recognize that these laws or orders may require disclosure of public records, including records or documents related to the agreement. The County has no obligation under the agreement to provide notice or secure approval from Contractor prior to any mandated disclosure. Any such disclosure made by the County shall not be a breach or violation of the terms of the agreement.

If Contractor believes any information related to this agreement is protected from disclosure, Contractor must immediately and clearly identify what information is so protected and must clearly articulate the legal basis thereof. The County shall make any final determinations with regards to disclosure.

XI. **Insurance:** Contractor must obtain and keep in effect at all times during the contract period the following coverages and upon execution submit copies of certificates of insurance documenting the following coverages:

a. **Worker's Compensation and Employer's Liability:** Statutory WC limits as required by the Statutes of the State of Missouri, (or a qualified self-insurer) and Employers Liability in an amount of no less than $1.0 million.

b. **Automobile, General Liability and Property Damage:** The Contractor shall maintain the following minimum amounts of automobile, general liability, and property damage insurance coverage during the life of the contract:

c. $1,000,000 for bodily injury or death to any one person and $3,000,000 per occurrence for automobile and general liability coverage; and property damage coverage of at least $1,000,000. A Combined Single Limit Policy in the amount of $3,000,000 is an acceptable alternative. Automobile coverage must include non-owned vehicles.

d. **Additional Requirements:** The Automobile & General Liabilities policies shall be endorsed to include the County as an additional insured including the following language: "Nothing in this endorsement shall serve to operate as a waiver of the County's Sovereign Immunity or broaden the liability of the County beyond the provisions of Sections 537.600 to 537.610 of the Revised Statutes of Missouri". Contractor shall provide 30 days advance written notice of any material change. A Waiver of Subrogation in favor of the County shall be endorsed on each of the policies. The required insurance shall be primary insurance with respect to any other insurance or self-insurance programs maintained by the County. A Certificate of Insurance evidencing the above coverage(s) together with a copy of the required endorsements shall be provided to the County prior to the commencement of any work. It shall be the Contractor's responsibility to keep the respective insurance policies and coverages current and in force for the life of the contract.

e. **Subcontractor's Coverage:** It shall be the Contractor's responsibility to ensure that all subcontractor's maintain the same coverages and limits as outlined herein.

Bid Response from (please complete)

_____
Name of Company or individual

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XII. **Venue and choice of laws:** Any legal action, suit or proceeding in any way arising out of or relating to the agreement shall be brought solely and exclusively in the Circuit Court of St. Charles County, Missouri or the federal district court located in St. Louis, Missouri, and Contractor and any subcontractor irrevocably accepts and submits to the sole and exclusive jurisdiction of such courts, generally and unconditionally.

Contractor and any subcontractor shall not bring any legal action, suit or proceeding in any other jurisdiction against the County. Contractor and any subcontractor irrevocably waives and agrees not to assert by way of motion, as a defense or otherwise, any objection that it may now or hereafter have to the venue of any of the aforesaid actions, suits or proceedings in the courts described herein, and further waives and agrees not to plead or claim in any such court that any such action or proceeding brought in any such court has been brought in an inconvenient forum, that the venue of the suit, action or proceeding is improper, or that this agreement or the subject matter hereof or thereof may not be enforced in and by such court.

The laws of the State of Missouri, without giving effect to conflict of laws principles, shall govern this agreement and any dispute arising from it.

XIII. **Entire Agreement:** This document, and the documents incorporated explicitly herein, represent the entire agreement between the parties and any verbal understandings, extraneous writings, or other communications (written or otherwise) or expressly not binding on the parties.

XIV. **Amendments:** The parties may only modify this agreement by written amendment, properly executed and consistent with the County's ordinances and purchasing plan.

XV. **Severability:** If a court of competent jurisdiction should find any provision of this Agreement to be invalid or unenforceable, the same shall be reduced in scope and coverage to the extent necessary to render the same valid, and, if that is not possible, the remainder of this Agreement shall not be affected and shall continue in full force and effect.

XVI. **Counterparts:** The parties may sign this Agreement in counterparts, which shall be fully binding upon the parties upon execution by the last signing party.

XVII. **Notices:** All notices and other communications required to the County pursuant to this Agreement shall be in writing and shall be deemed to be duly given if (a) delivered in person or by commercial delivery service, or (b) if mailed by certified mail, with postage prepaid and return receipt requested, to the County Executive's office and the County Counselor. Nothing contained in this Section shall be construed to restrict the transmission of routine communications between representatives of the parties.

XVIII. **Not a Joint Venture:** Nothing contained in this Agreement shall be deemed to constitute the parties to this Agreement as partners in a partnership or joint venture for any purpose whatsoever.

XIX. **Not Assignable:** This Agreement is not assignable by either party hereto without the written consent of all other parties.

XX. **Section Headings:** All section headings contained in this Agreement are for the convenience of reference only and the Parties do not intend for headers to define or limit the scope of any provision of this Agreement.

XXI. **Force Majeure.** No Party shall be liable for any delay in or failure of performance of any obligation hereunder, nor shall any delay or failure constitute default or give rise to any liability for damages if, and only to the extent that, such delay or failure is caused by an act of God, acts of terror or manmade disasters, riots, unusually severe weather, fire, flood, epidemic, quarantine, strike, labor dispute or freight embargo, or similar event outside the reasonable control of the non-performing Party, but only to the extent such event was not the result of, or was not aggravated by, the acts or omissions of the non-performing Party. Contractor shall make best effort to avoid foreseen weather delays; delay due to unforeseen and severe weather conditions shall not be penalized.

XXII. **Independent Contractor Status**. The Contractor is and will remain in independent contractor in its relationship to the County and shall perform their tasks and duties consistently with such status, and neither party nor its agents, students, servants, employees, officers, directors, or trustees will make a claim or

Bid Response from (please complete)

_____
Name of Company or individual

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demand for any right or privilege applicable to an agent, student, servant, employee, officer, director or trustee of the other, including but not limited to Workers' Compensation coverage, disability benefits, accident or health insurance, unemployment insurance, social security or retirement membership or benefits. Nothing contained in this Agreement shall constitute or be construed to be or to create a partnership or joint venture between the parties. If required by law, all payments made to the Contractor hereunder will be reported on a calendar year basis using IRS Form 1099. The County will not: (1) withhold FICA (Social Security and Medicare taxes) from the Contractor payments or make FICA payments on the Contractor or the Contractor's agent's behalf, (2) make state or federal unemployment compensation contributions or payments on the Contractor or the Contractor's agent's behalf, or (3) withhold state or federal income tax from the Contractor's payments.

XXIII. **Term, Renewal, and Termination:** Initial term of the agreement is twelve (12) months. The County, with the consent of the Contractor, shall have the option to renew said contract for four (4) additional twelve (12) month periods at the same specifications and terms and conditions.

St. Charles County reserves the right to terminate the agreement for its convenience by giving (30) thirty days written notice of termination. In case of termination the Contractor may present County with a final invoice for all completed work, subject to appropriations.

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

CONTRACTOR

Signature Date

ST. CHARLES COUNTY

Signature Date

ATTEST:

County Registrar

CERTIFICATE OF DIRECTOR OF FINANCE

I certify pursuant to § 50.660 RSMo., as amended, that there is a balance otherwise unencumbered to the credit of the appropriation to which this contract is chargeable, and a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made, each sufficient to meet this obligation.

Michael E. Sommer, Director of Finance

Bid Response from (please complete)

Name of Company or individual

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