



## NOTICE OF CONTRACT RENEWAL

State Of Missouri  
Office Of Administration  
Division Of Purchasing  
PO Box 809  
Jefferson City, MO 65102-0809  
<http://oa.mo.gov/purchasing>

B3215025

<b>CONTRACT NUMBER</b> C315025003	<b>CONTRACT TITLE</b> Elevator/Escalator Maintenance Services (Greater Kansas City and Northwest Regions)
<b>AMENDMENT NUMBER</b> 003	<b>CONTRACT PERIOD</b> March 1, 2016 through February 28, 2017
<b>REQUISITION NUMBER</b> N/A	<b>VENDOR NUMBER</b> 4109725380 1
<b>CONTRACTOR NAME AND ADDRESS</b> MEI 1144 Booth St Kansas City, KS 66103	<b>STATE AGENCY'S NAME AND ADDRESS</b> Various State Agencies throughout the State of Missouri
<b>ACCEPTED BY THE STATE OF MISSOURI AS FOLLOWS:</b>  Contract C315025003 is hereby amended pursuant to the attached amendment #003, date 1/15/16.	
<b>BUYER</b> Molly Hurt	<b>BUYER CONTACT INFORMATION</b> Email: Molly.Hurt@oa.mo.gov Phone: (573) 751-8900 Fax: (573) 526-9816
<b>SIGNATURE OF BUYER</b> <i>Molly Hurt</i>	<b>DATE</b> 2-23-16
<b>DIRECTOR OF PURCHASING</b> <i>Karen S. Boeger</i> Karen S. Boeger	



STATE OF MISSOURI  
OFFICE OF ADMINISTRATION  
DIVISION OF PURCHASING  
CONTRACT RENEWAL

AMENDMENT NO.: 003  
CONTRACT NO.: C315025003

TITLE: Elevator/Escalator Maintenance Services (Greater Kansas City and Northwest Regions)

ISSUE DATE: 12/28/15

REQ NO.: N/A  
BUYER: Molly Hurt  
PHONE NO.: (573) 751-8900  
E-MAIL: [molly.hurt@oa.mo.gov](mailto:molly.hurt@oa.mo.gov)

TO: MEI  
1144 BOOTH ST  
KANSAS CITY KS 66103-1310

RETURN AMENDMENT BY NO LATER THAN: 01/14/16 AT 5:00 PM CENTRAL TIME

RETURN AMENDMENT TO THE DIVISION OF PURCHASING (PURCHASING) BY E-MAIL, FAX, OR MAIL/COURIER:

SCAN AND E-MAIL TO:	<a href="mailto:molly.hurt@oa.mo.gov">molly.hurt@oa.mo.gov</a>
FAX TO:	(573) 526-9816
MAIL TO:	PURCHASING, P.O. Box 809, Jefferson City, Mo 65102-0809
COURIER/DELIVER TO:	PURCHASING, 301 West High Street, Room 630, Jefferson City, Mo 65101-1517

DELIVER SUPPLIES/SERVICES FOB (Free On Board) DESTINATION TO THE FOLLOWING ADDRESS:

Various State Agencies throughout the State of Missouri

SIGNATURE REQUIRED

DOING BUSINESS AS (DBA) NAME Minnesota Elevator, Inc
MAILING ADDRESS 1144 Booth Street
CITY, STATE, ZIP CODE Kansas City, KS 66103

LEGAL NAME OF ENTITY/INDIVIDUAL FILED WITH IRS FOR THIS TAX ID NO. Minnesota Elevator, Inc.
IRS FORM 1099 MAILING ADDRESS PO BOX 0129
CITY, STATE, ZIP CODE St. Clair, MN 56080

CONTACT PERSON Billy Mitchell		EMAIL ADDRESS <a href="mailto:Billy.mitchell@meielevatorsolutions.com">Billy.mitchell@meielevatorsolutions.com</a>
PHONE NUMBER 816-221-3778		FAX NUMBER 816-221-4254
TAXPAYER ID NUMBER (TIN) 41-0972538	TAXPAYER ID (TIN) TYPE (CHECK ONE) <input checked="" type="checkbox"/> FEIN <input type="checkbox"/> SSN	VENDOR NUMBER (IF KNOWN) 4109725380 1
VENDOR TAX FILING TYPE WITH IRS (CHECK ONE) <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> State/Local Government <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> IRS Tax-Exempt		
AUTHORIZED SIGNATURE 		DATE 1/15/2016
PRINTED NAME Billy Mitchell		TITLE Account Manager

**AMENDMENT #003 TO CONTRACT C315025003**

**CONTRACT TITLE:** Elevator/Escalator Maintenance Services (Southwest Region)

**CONTRACT PERIOD:** March 1, 2016 through February 28, 2017

The State of Missouri hereby exercises its option to renew the above-referenced contract.

The contractor shall indicate on the attached pricing page(s) the firm fixed prices for the above contract period. Any price increases quoted must not exceed the maximum price stated in the contract.

The contractor shall understand and agree if the contractor responds with any renewal period pricing increase, such increase may result in a justification request or in the state conducting a new procurement process rather than accepting the contractor's proposed renewal option pricing.

All other terms, conditions and provisions of the contract shall remain and apply hereto.

The contractor shall sign and return this document, along with completed pricing, on or before the date indicated.

**NOTE:** The contractor's failure to complete and return this document shall not stop the action specified herein. If the contractor fails to complete and return this document prior to the return date specified or the effective date of the contract period stated above, whichever is later, the state may renew the contract at the same price(s) as the previous contract period or at the price(s) allowed by the contract, whichever is lower.

**PRICING PAGE**  
(C/S Code: 91014)

**GREATER KANSAS CITY REGION**

<b>GREATER KANSAS CITY REGION - Monthly Preventative Maintenance</b>					
<b>Line Item</b>	<b>Location of Covered Unit</b>	<b>Manufacturer/Type</b>	<b>Equip ID</b>	<b>1<sup>st</sup> Renewal Option Period</b>	<b>Firm, Fixed Price Per Month</b>
<b>Department of Labor &amp; Industrial Relations Building</b>					
120	Main Lobby	Kone/ Passenger	15652		\$ 149.00
<b>Fletcher Daniels State Office Building</b>					
121	#1	Mont/ Passenger-Traction	1151		\$ 257.00
122	#2	Mont/ Passenger-Traction	1152		\$ 257.00
123	#3	Mont/ Passenger-Traction	1153		\$ 257.00
124	#4-Dock	Mont/ Freight-Traction	1154		\$ 283.00
<b>Kansas City Regional Center</b>					
125	Main Bldg	Dover/ Passenger Hydraulic	10333		\$ 154.00
<b>Troop A Headquarters</b>					
126	Main Lobby	Mont/ Passenger-Traction	2083		\$ 154.00
<b>Center for Behavioral Medicine</b>					
127	South #1	Otis/ Passenger Hydraulic	13202		\$ 154.00
128	South #2	Otis/ Passenger Hydraulic	13203		\$ 154.00
129	North #1	Otis/ Passenger Hydraulic	13200		\$ 149.00
130	North #2	Otis/ Passenger Hydraulic	13201		\$ 149.00
<b>Missouri Veterans Home - Warrensburg</b>					
131	Service Hall	Schumacher / Freight Hydraulic	6635		\$ 164.00
<b>Waverly Regional Youth Center</b>					
132	West End	White Evans/Passenger	13463		\$ 154.00

Line Item	Location of Covered Unit	Manufacturer/Type	Equip ID	1 <sup>st</sup> Renewal Option Period Firm, Fixed Price Per Month
<b>8800 E. 63<sup>rd</sup> Street, Raytown</b>				
280	Southwest Corner Mechanical Equipment Penthouse	Otis/ Passenger	2012	\$ 358.00
281	Southwest Corner Mechanical Equipment Penthouse	Otis/ Passenger	2013	\$ 358.00

<b>GREATER KANSAS CITY REGION - Quarterly Preventative Maintenance</b>				
Line Item	Location of Covered Unit	Manufacturer/Type	Equip ID	1 <sup>st</sup> Renewal Option Period Firm, Fixed Price Per Month
<b>Kansas City Community Release Center-P&amp;P</b>				
134	West	Montgomery/ Passenger Hydraulic	11365	\$ 200.00

Line #	Service	1 <sup>st</sup> Renewal Option Period Firm, Fixed Price Per Hour
135	Service Request Performed by a Mechanic	\$ 163.00
136	Service Request Performed by an Apprentice	\$ 122.00
137	Immediate Service Performed by a Mechanic	\$ 242.00
138	Immediate Service Performed by an Apprentice	\$ 161.00
139	Emergency Service Performed by a Mechanic	\$ 303.00
140	Emergency Service Performed by an Apprentice	\$ 208.00

Line #	Service	1 <sup>st</sup> Renewal Option Period Firm, Fixed Price Per Hour
141	Basic Repair Services Performed by a Mechanic	\$ 163.00
142	Basic Repair Services Performed by an Technician	\$ 163.00
143	Percentage Over Actual Net Cost for Parts/Materials	20%

**NORTHWEST REGION**

<b>NORTHWEST REGION – Monthly Preventative Maintenance</b>					
Line Item	Location of Covered Unit	Manufacturer/Type	Equip ID	1 <sup>st</sup> Renewal Option Period Firm, Fixed Price Per Month	
<b>St. Joseph Career Center</b>					
155	Lobby	Montgomery/ Passenger-Hydraulic	18990		\$ 144.00
<b>St. Joseph State Office Building</b>					
156	Lobby	Esco/ Passenger-Hydraulic	1013		\$ 149.00
157	Lobby	Esco/ Passenger-Hydraulic	1014		\$ 149.00
158	Lobby	Esco/ Passenger-Hydraulic	1015		\$ 149.00
<b>Troop H Headquarters</b>					
159	Main Lobby	Montgomery/ Passenger-Hydraulic	8614		\$ 149.00
<b>Missouri Veterans Home – Cameron</b>					
160	#1 Dock Area	Dover / Passenger Hydraulic	7093		\$ 154.00

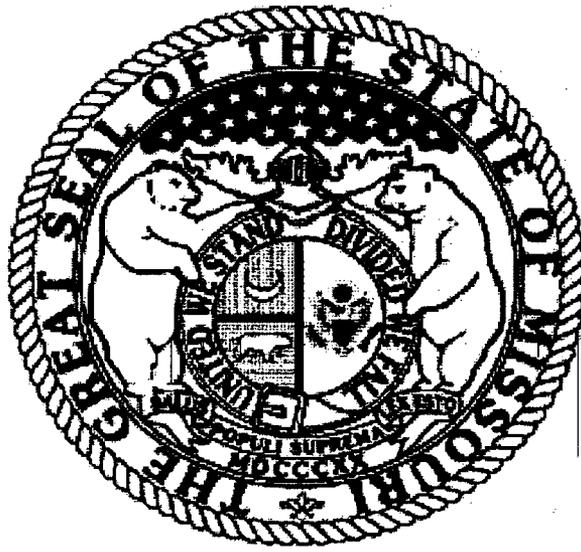
<b>NORTHWEST REGION – Quarterly Preventative Maintenance</b>					
Line Item	Location of Covered Unit	Manufacturer/Type	Equip ID	1 <sup>st</sup> Renewal Option Period Firm, Fixed Price Per Quarter	
<b>Maryville Treatment Center</b>					
161	Building 2-North Entry	Access Industries/ LULA	2829		\$ 169.00
<b>Western Reception Diagnostic Correctional Center</b>					
162	Maintenance Bldg.	ESCO/ Freight-Hydraulic	2324		\$ 200.00
163	HU 1 North	Otis/ Passenger-Traction	2322		\$ 301.00
164	HU 1 South	Otis/ Passenger-Traction	2323		\$ 301.00
165	Laundry	Otis/ Freight-Traction	2320		\$ 283.00
166	Regional Bldg	Otis/ Passenger-Hydraulic	2331		\$ 200.00
167	HU 11 East	Montgomery/ Passenger-Hydraulic	2329		\$ 200.00
168	HU 11 West	Montgomery/ Passenger-Hydraulic	2330		\$ 200.00
169	HU#10	Otis/ Passenger-Hydraulic	2326		\$ 200.00
170	R&D Bldg 10 West	Otis/ Passenger-Hydraulic	2327		\$ 200.00
171	R&D Bldg 10 East	Otis/ Passenger-Hydraulic	2328		\$ 200.00
172	Education Bldg HU#9	Otis/ Passenger-Hydraulic	2321		\$ 200.00

NORTHWEST REGION - Quarterly Preventative Maintenance				
Line Item	Location of Covered Unit	Manufacturer/Type	Equip ID	1 <sup>st</sup> Renewal Option Period Firm, Fixed Price Per Quarter
276	Center Building	Otis/Traction Passenger	2332	\$ 301.00

NORTHWEST REGION - Semi-Annual Preventative Maintenance				
Line Item	Location of Covered Unit	Manufacturer/Type	Equip ID	1 <sup>st</sup> Renewal Option Period Firm, Fixed Price Per Semi-Annual
Crossroads Correctional Center				
173	Admin. Bldg.-Lobby	Otis/ Passenger-Hydraulic	6363	\$ 386.00

Line #	Service	1 <sup>st</sup> Renewal Option Period Firm, Fixed Price Per Hour
174	Service Request Performed by a Mechanic	\$ 163.00
175	Service Request Performed by an Apprentice	\$ 122.00
176	Immediate Service Performed by a Mechanic	\$ 242.00
177	Immediate Service Performed by an Apprentice	\$ 161.00
178	Emergency Service Performed by a Mechanic	\$ 303.00
179	Emergency Service Performed by an Apprentice	\$ 208.00

Line #	Service	1 <sup>st</sup> Renewal Option Period Firm, Fixed Price Per Hour
180	Basic Repair Service Performed by a Mechanic	\$ 163.00
181	Basic Repair Service Performed by a Technician	\$ 163.00
182	Percentage Over Actual Net Cost for Parts/Materials	20%



**State of Missouri**  
**OFFICE OF ADMINISTRATION**  
Division of Purchasing  
Contract Amendment Documentation

The following documentation consists of additional contract amendment documentation. The additional contract amendment documentation is not a part of the official contract amendment, but provides supporting information for the official contract amendment.

## Hurt, Molly

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**From:** Billy Mitchell [Billy.Mitchell@meielevatorsolutions.com]  
**Sent:** Tuesday, February 23, 2016 8:50 AM  
**To:** Hurt, Molly  
**Subject:** RE: C315025003 renewal information

Molly,

The reason for the increase was the increase in labor from our local 12 union elevator mechanics going up 3.5% at the beginning of the year.

Thanks,  
Billy

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**From:** Hurt, Molly [mailto:Molly.Hurt@oa.mo.gov]  
**Sent:** Tuesday, February 23, 2016 8:46 AM  
**To:** Billy Mitchell  
**Subject:** FW: C315025003 renewal information

See original email below

Thanks,

*Molly (Berkbigler) Hurt*

*Buyer II  
OA, Division of Purchasing  
Phone: (573) 751-8900  
Email: [Molly.Hurt@oa.mo.gov](mailto:Molly.Hurt@oa.mo.gov)*

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**From:** Hurt, Molly  
**Sent:** Tuesday, January 26, 2016 12:36 PM  
**To:** 'Billy.Mitchell@meielevatorsolutions.com'  
**Subject:** C315025003 renewal information

The Division of Purchasing is in receipt of your signed Amendment #003 for the renewal of Contract C315025003 for the Elevator /Escalator Maintenance Services (Greater Kansas City and Northwest Regions).

It was noticed that you proposed the full increase amount for the renewal period. The contractor shall understand and agree that any renewal period pricing increase request may result in the state conducting a new procurement for the services. Therefore, before determining the appropriate action, we are requesting that you review your prices and give consideration to a reduction in the prices submitted for the renewal of Contract C315025003. If a reduction is not provided, please submit documentation supporting the increase requested.

Please respond to this email by no later than Tuesday, February 2, 2016.

Thank you for your consideration and feel free to contact me with any questions.

*Molly (Berkbigler) Hurt*

Revised 08/17/15

RENEWAL: <u>1</u> PERIOD OF <u>3</u> TOTAL	Performance Security Deposit: \$ _____
<input type="checkbox"/> Renewal - % Increase <input type="checkbox"/> Cost Savings	Surety Bond: \$ _____
<input checked="" type="checkbox"/> Renewal - \$ Increase <input checked="" type="checkbox"/> Cost Savings	Annual Wage Order Number: _____
<input type="checkbox"/> Renewal - W/O Increase	Annual Wage Order Date: _____
<input type="checkbox"/> SFS Renewal - Prices In Original Contract	County(ies): _____
<input type="checkbox"/> SFS Renewal - Prices Not in Original Contract	Other Instructions: _____
EXTENSION PERIOD:	
<input type="checkbox"/> Extension - 30-Day	
<input type="checkbox"/> Termination	
<input type="checkbox"/> Extension - \$ Increase <input type="checkbox"/> Cost Savings	
<input type="checkbox"/> Extension - W/O Increase	
<input type="checkbox"/> Assignment	
<input type="checkbox"/> Cancellation/Termination	
<input type="checkbox"/> Other Amendment	

A. Section 34.040.6, RSMo	Buyer/Section Support	DT	12-28-15
B. Purchasing Suspension List	Buyer/Section Support	DT	12-28-15
C. Federal Suspension - SAM.GOV	Buyer/Section Support	DT	12-28-15
D. Labor Stds - OA/FMDC Contractor Debarment Lists	Buyer/Section Support		
E. Review of Participation Commitment Attainment - If app, Verify Receipt of 1 <sup>st</sup> Renewal - Blind/Shel Wkshp Affdvt	Buyer		
F. SFS Review/Justification - Insert Advertising Date, if applicable	Buyer		
	Buyer/Section Support	DT	12-28-15
	Buyer	MCH	12-29-15

Contractor E-Mail Address/Fax Number	hilly.mitchell@mei.elevatorsolutions.com	DT	12-31-15
State Agency Contact E-Mail Address			
Section 34.040.6, RSMo, Letter	Follow-Up Notes: emailed and notice 1-26-15 ✓		

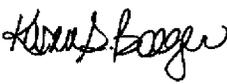
A. Renewal/Extension Pricing	Buyer/Section Support		
B. Section 34.040.6, RSMo	Buyer/Section Support		
C. Performance Security Deposit/Surety Bond	Buyer/Section Support		
D. Renewal/Extension with Cost Savings Language	Buyer		
E. Statewide Notice will do later as	Buyer		
F. SFS Authorized Limit \$	Buyer		
G.			
1. E-Verify Exhibit/Affidavit/Documentation	Buyer/Section Support		
2. Assignment and Consent Form	Buyer/Section Support		
3. Purchasing Suspension List	Buyer/Section Support		
4. Federal Suspension - SAM.GOV	Buyer/Section Support		
5. Labor Stds - OA/FMDC Contractor Debarment Lists	Buyer/Section Support		
	Buyer/Section Support		
	Buyer		

AM 300 PMM 20170958 MS	Buyer/Section Support	DT	2-25-16
Distribute E-Verify & SDV Documents	Buyer/Section Support	DT	2-25-16
E-Mail/Fax NOA to Contractor/Assignee & Agency Contact	Buyer/Section Support	DT	2-25-16
Copy/Save As Statewide Notice to Internet Folder	Buyer/Section Support will do later		
	Central Support-Participation		
	Central Support-Imaging		3-11



## NOTICE OF AWARD

State Of Missouri  
Office Of Administration  
Division Of Purchasing And Materials Management  
PO Box 809  
Jefferson City, MO 65102-0809  
<http://oa.mo.gov/purchasing-materials-management>

<b>SOLICITATION NUMBER</b> B3Z15025	<b>CONTRACT TITLE</b> Elevator/Escalator Maintenance Services (Greater Kansas City and Northwest Regions)
<b>CONTRACT NUMBER</b> C315025003	<b>CONTRACT PERIOD</b> March 1, 2015 – February 29, 2016
<b>REQUISITION NUMBER</b> NR 300 22004000087	<b>VENDOR NUMBER</b> 4109725380 1
<b>CONTRACTOR NAME AND ADDRESS</b> Minnesota Elevator, Inc. 1144 Booth Street Kansas City, KS 66103	<b>STATE AGENCY'S NAME AND ADDRESS</b> Various State Agencies located throughout the State of Missouri
<b>ACCEPTED BY THE STATE OF MISSOURI AS FOLLOWS:</b>  The proposal submitted by Minnesota Elevator, Inc. in response to B3Z15025 is accepted as to the Greater Kansas City and Northwest Regions.	
<b>BUYER</b> Kyle Wilde	<b>BUYER CONTACT INFORMATION</b> Email: <a href="mailto:kyle.wilde@oa.mo.gov">kyle.wilde@oa.mo.gov</a> Phone: (573) 751- 4148 Fax: (573) 526-9816
<b>SIGNATURE OF BUYER</b> 	<b>DATE</b> 2/10/2015
<b>DIRECTOR OF PURCHASING AND MATERIALS MANAGEMENT</b>  Karen S. Boeger	



STATE OF MISSOURI  
OFFICE OF ADMINISTRATION  
DIVISION OF PURCHASING AND MATERIALS MANAGEMENT (DPMM)  
REQUEST FOR PROPOSAL (RFP)

AMENDMENT NO.: 2  
RFP NO.: B3Z15025  
TITLE: Elevator / Escalator Maintenance Services  
ISSUE DATE: December 12, 2014

REQ NO.: NR 300 22004000087  
BUYER: Kyle Wilde  
PHONE NO.: (573) 751-4148  
E-MAIL: kyle.wilde@oa.mo.gov

RETURN PROPOSAL NO LATER THAN: Tuesday, December 23, 2014 AT 2:00 PM CENTRAL TIME

MAILING INSTRUCTIONS: Print or type RFP Number and Return Due Date on the lower left hand corner of the envelope or package. Delivered sealed proposals must be in DPMM office (301 W High Street, Room 630) by the return date and time.

RETURN PROPOSAL AND AMENDMENT(S) TO:

(U.S. Mail)  
DPMM  
PO BOX 809  
JEFFERSON CITY MO 65102-0809

(Courier Service)  
DPMM  
301 WEST HIGH STREET, ROOM 630  
JEFFERSON CITY MO 65101-1517

CONTRACT PERIOD: Effective Date of Contract through One Year

DELIVER SUPPLIES/SERVICES FOB (Free On Board) DESTINATION TO THE FOLLOWING ADDRESS:

*Various State Agencies and Locations*

The offeror hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all terms and conditions, requirements, and specifications of the original RFP as modified by this and any previously issued RFP amendments. The offeror should, as a matter of clarity and assurance, also sign and return all previously issued RFP amendment(s) and the original RFP document. The offeror agrees that the language of the original RFP as modified by this and any previously issued RFP amendments shall govern in the event of a conflict with his/her proposal. The offeror further agrees that upon receipt of an authorized purchase order from the Division of Purchasing and Materials Management or when a Notice of Award is signed and issued by an authorized official of the State of Missouri, a binding contract shall exist between the offeror and the State of Missouri.

SIGNATURE REQUIRED

DOING BUSINESS AS (DBA) NAME Minnesota Elevator, Inc.
MAILING ADDRESS 1144 Booth Street
CITY, STATE, ZIP CODE Kansas City, KS 66103

LEGAL NAME OF ENTITY/INDIVIDUAL FILED WITH IRS FOR THIS TAX ID NO. Minnesota Elevator, Inc.
IRS FORM 1099 MAILING ADDRESS PO Box 0129
CITY, STATE, ZIP CODE St. Clair, MN 56080

CONTACT PERSON Billy Mitchell		EMAIL ADDRESS billy.mitchell@meielevatorsolutions.com	
PHONE NUMBER 816-221-3778		FAX NUMBER 816-221-4254	
TAXPAYER ID NUMBER (TIN) 41-0972538	TAXPAYER ID (TIN) TYPE (CHECK ONE) <input checked="" type="checkbox"/> FEIN <input type="checkbox"/> SSN		VENDOR NUMBER (IF KNOWN) 41097253801
VENDOR TAX FILING TYPE WITH IRS (CHECK ONE) <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> State/Local Government <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> IRS Tax-Exempt			
AUTHORIZED SIGNATURE 		DATE 12/16/2014	
PRINTED NAME Billy Mitchell		TITLE Account Manager	

**AMENDMENT #2 to RFP B3Z15025**

**TITLE:** Elevator / Escalator Maintenance Service  
**CONTRACT PERIOD:** Effective Date of Contract through One Year

RFP B3Z15025 is hereby revised as follows:

1. **Closing Date:**

As Stated: Return proposal no later than: December 18, 2014 at 2:00 PM.  
Change To: Return proposal no later than: December 23, 2014 at 2:00 PM.

2. Item 4.5.1 b. of the Pricing Page was revised to add Line Item 276 to add the Center Building elevator at the Western Reception Diagnostic Correctional Center.
3. Attachment #1 is revised to add the Center Building elevator at the Western Reception Diagnostic Correctional Center.



STATE OF MISSOURI  
 OFFICE OF ADMINISTRATION  
 DIVISION OF PURCHASING AND MATERIALS MANAGEMENT (DPMM)  
 REQUEST FOR PROPOSAL (RFP)

AMENDMENT NO.: 1  
 RFP NO.: B3Z15025  
 TITLE: Elevator / Escalator Maintenance Services  
 ISSUE DATE: December 5, 2014

REQ NO.: NR 300 22004000087  
 BUYER: Kyle Wilde  
 PHONE NO.: (573) 751-4148  
 E-MAIL: kyle.wilde@oa.mo.gov

**Return Proposal Date changed to December 23, 2014 in lieu of December 18, 2014 via Amendment #2**  
 RETURN PROPOSAL NO LATER THAN: Thursday, December 23, 2014 AT 2:00 PM CENTRAL TIME

**MAILING INSTRUCTIONS:** Print or type RFP Number and Return Due Date on the lower left hand corner of the envelope or package. Delivered sealed proposals must be in DPMM office (301 W High Street, Room 630) by the return date and time.

**RETURN PROPOSAL AND AMENDMENT(S) TO:**

(U.S. Mail)	or	(Courier Service)
DPMM		DPMM
PO BOX 809		301 WEST HIGH STREET, ROOM 630
JEFFERSON CITY MO 65102-0809		JEFFERSON CITY MO 65101-1517

**CONTRACT PERIOD:** Effective Date of Contract through One Year

**DELIVER SUPPLIES/SERVICES FOB (Free On Board) DESTINATION TO THE FOLLOWING ADDRESS:**

*Various State Agencies and Locations*

The offeror hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all terms and conditions, requirements, and specifications of the original RFP as modified by this and any previously issued RFP amendments. The offeror should, as a matter of clarity and assurance, also sign and return all previously issued RFP amendment(s) and the original RFP document. The offeror agrees that the language of the original RFP as modified by this and any previously issued RFP amendments shall govern in the event of a conflict with his/her proposal. The offeror further agrees that upon receipt of an authorized purchase order from the Division of Purchasing and Materials Management or when a Notice of Award is signed and issued by an authorized official of the State of Missouri, a binding contract shall exist between the offeror and the State of Missouri.

**SIGNATURE REQUIRED**

DOING BUSINESS AS (DBA) NAME <b>Minnesota Elevator, Inc.</b>	LEGAL NAME OF ENTITY/INDIVIDUAL FILED WITH IRS FOR THIS TAX ID NO. <b>Minnesota Elevator, Inc.</b>
MAILING ADDRESS <b>1144 Booth Street</b>	IRS FORM 1099 MAILING ADDRESS <b>PO Box 0129</b>
CITY, STATE, ZIP CODE <b>Kansas City, KS 66103</b>	CITY, STATE, ZIP CODE <b>St. Clair, MN 56080</b>

CONTACT PERSON <b>Billy Mitchell</b>		EMAIL ADDRESS <b>billy.mitchell@meielevatorsolutions.com</b>	
PHONE NUMBER <b>816-221-3778</b>		FAX NUMBER <b>816-221-4254</b>	
TAXPAYER ID NUMBER (TIN) <b>41-0972538</b>	TAXPAYER ID (TIN) TYPE (CHECK ONE) <input checked="" type="checkbox"/> FEIN <input type="checkbox"/> SSN		VENDOR NUMBER (IF KNOWN)
VENDOR TAX FILING TYPE WITH IRS (CHECK ONE) <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> State/Local Government <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> IRS Tax-Exempt			
AUTHORIZED SIGNATURE 		DATE <b>12/16/2014</b>	
PRINTED NAME <b>Billy Mitchell</b>		TITLE <b>Account Manager</b>	

**AMENDMENT #1 to RFP B3Z15025**

**TITLE:** Elevator / Escalator Maintenance Services

**CONTRACT PERIOD:** Effective Date of Contract through One Year

RFP B3Z15025 is hereby revised as follows:

1. The following paragraph in RFP B3Z15025 contains changes:

2.7.1 c 1) item two (2)



STATE OF MISSOURI  
OFFICE OF ADMINISTRATION  
DIVISION OF PURCHASING AND MATERIALS MANAGEMENT (DPMM)  
REQUEST FOR PROPOSAL (RFP)

RFP NO.: B3Z15025  
TITLE: Elevator / Escalator Maintenance Services  
ISSUE DATE: November 5, 2014

REQ NO.: NR 300 22004000087  
BUYER: Kyle Wilde  
PHONE NO.: (573) 751-4148  
E-MAIL: kyle.wilde@oa.mo.gov

**Return Proposal Date changed to December 23, 2014 in lieu of December 18, 2014 via Amendment #2**  
RETURN PROPOSAL NO LATER THAN: Thursday, December 23, 2014 AT 2:00 PM CENTRAL TIME

MAILING INSTRUCTIONS: Print or type RFP Number and Return Due Date on the lower left hand corner of the envelope or package. Delivered sealed proposals must be in DPMM office (301 W High Street, Room 630) by the return date and time.

RETURN PROPOSAL TO: **(U.S. Mail)** DPMM **or** **(Courier Service)** DPMM  
PO BOX 809 301 WEST HIGH STREET, RM 630  
JEFFERSON CITY MO 65102-0809 JEFFERSON CITY MO 65101-1517

CONTRACT PERIOD: Effective Date of Contract through One Year

DELIVER SUPPLIES/SERVICES FOB (Free On Board) DESTINATION TO THE FOLLOWING ADDRESS:

*Various State Agencies and Locations*

The offeror hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all requirements and specifications contained herein and the Terms and Conditions Request for Proposal (Revised 12/27/12). The offeror further agrees that the language of this RFP shall govern in the event of a conflict with his/her proposal. The offeror further agrees that upon receipt of an authorized purchase order from the Division of Purchasing and Materials Management or when a Notice of Award is signed and issued by an authorized official of the State of Missouri, a binding contract shall exist between the offeror and the State of Missouri.

SIGNATURE REQUIRED

DOING BUSINESS AS (DBA) NAME Minnesota Elevator, Inc.		LEGAL NAME OF ENTITY/INDIVIDUAL FILED WITH IRS FOR THIS TAX ID NO. Minnesota Elevator, Inc.	
MAILING ADDRESS 1144 Booth Street		IRS FORM 1099 MAILING ADDRESS PO Box 0129	
CITY, STATE, ZIP CODE Kansas City, KS 66103		CITY, STATE, ZIP CODE St. Clair MN, 56080	
CONTACT PERSON Billy Mitchell		EMAIL ADDRESS billy.mitchell@meielevatorsolutions.com	
PHONE NUMBER 816-221-3778		FAX NUMBER 816-221-4254	
TAXPAYER ID NUMBER (TIN) 41-0972538	TAXPAYER ID (TIN) TYPE (CHECK ONE) <input checked="" type="checkbox"/> FEIN <input type="checkbox"/> SSN		VENDOR NUMBER (IF KNOWN)
VENDOR TAX FILING TYPE WITH IRS (CHECK ONE) <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> State/Local Government <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> IRS Tax-Exempt			
AUTHORIZED SIGNATURE 		DATE 12/16/2014	
PRINTED NAME Billy Mitchell		TITLE Account Manager	



TOTAL ELEVATOR SOLUTIONS

1144 Booth Street • Kansas City, KS 66103  
Phone: (816) 221-3778 • Fax: (816) 221-4254

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**ORIGINAL**

DPMM  
301 West High Street, Room 630  
Jefferson City, MO 65101  
Kyle Wilde-Buyer

**RE: RFP NO: B3Z15025 Elevator/Escalator Maintenance Services**

**Responder Information:**

Minnesota Elevator, Inc (MEI)  
1144 Booth Street  
Kansas City, KS 66103

Account Manager – Billy Mitchell  
[Billy.Mitchell@meielevatorsolutions.com](mailto:Billy.Mitchell@meielevatorsolutions.com)  
Phone: 816-221-3778 or 913-568-6068  
Fax: 816-221-4254

**Response Materials Enclosed:**

Amendment #1 & #2  
Proposal Cover Sheet  
Pricing pages for Regions- We are only bidding the following Regions :( Greater Kansas City Region,  
& Northwest Region).  
Exabit (A) Experience (3) references  
Exhibit (B) Inspection of Equipment  
Exhibit (C) E-Verify  
Exhibit (D) Debarment  
Exhibit (E) Participation commitment  
Exhibit (F) Documentation of intent to participate  
Exhibit (G) Missouri service-Disabled veteran business enterprise  
MEI's KC Branch-Experience and Qualifications  
MEI's MCP for hydro's, & Tractions

Minnesota Elevator has an implemented Quality Management System (QMS) that is fully aligned with the ISO 9001:2000 standards.

Thank you for your consideration.

**Billy Mitchell**  
Account Manager  
Minnesota Elevator, Inc.

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*"Working Together To Be the Best"*

[www.meielevatorsolutions.com](http://www.meielevatorsolutions.com)

ORIGINAL

## 1. INTRODUCTION AND GENERAL INFORMATION

### 1.1 Introduction:

1.1.1 This document constitutes a request for competitive, sealed proposals for the provision of elevator and escalator maintenance services as set forth herein.

1.1.2 Organization - This document, referred to as a Request for Proposal (RFP), is divided into the following parts:

- 1) Introduction and General Information
- 2) Contractual Requirements
- 3) Proposal Submission Information
- 4) Pricing Page(s)
- 5) Exhibits A - G
- 6) Terms and Conditions
- 7) Attachments 1 – 8: The offeror is advised that attachments exist to this document which provide additional information and instruction. These attachments are separate links that must be downloaded from the Division of Purchasing and Materials Management's Internet web site at: <https://www.moolb.mo.gov>. It shall be the sole responsibility of the offeror to obtain each of the attachments. The offeror shall not be relieved of any responsibility for performance under the contract due to the failure of the offeror to obtain a copy of the attachments.

### 1.2 Inspection of Elevators and Escalators:

1.2.1 Prior to submitting a proposal in response to the RFP for the provision of elevator/escalator maintenance service, the potential offeror should inspect the elevators and escalators in the region(s) for which the potential offeror plans to submit a proposal (see Attachment #1 for a complete list of all elevators and escalators and their locations). FMDC will keep a record of those potential offerors performing the inspection. The record will be maintained for verification purposes. Inspections must be scheduled no later than ten (10) calendar days prior to the Return Proposal Date specified on Page 1 of the RFP.

- a. The potential offeror must contact the tour contact listed in Attachment #1 in order to schedule an inspection of the elevators/escalators at each building.
- b. Prior to potential offerors performing inspections at any Department of Corrections' building(s), the potential offeror shall submit the names, birth dates, and social security numbers of the person(s) selected to perform the inspections of any of the Department of Correction's buildings to: Missouri Department of Corrections, Division of Adult Institutions, 2729 Plaza Drive, Jefferson City, MO 65102, Attn: Administrative Assistant.

1.2.2 Each offeror is solely responsible for a prudent and complete inspection, examination, and assessment of the building's elevators and escalators to become familiar with any existing condition, factor, or item that may affect or impact the performance of service required herein.

- a. Failure to inspect, examine, or assess any elevators/escalators does not exclude the contractor from performance of the services required herein.

1.2.3 During the inspections, if a potential offeror discovers any discrepancy/conflict with the information provided on Attachment #1, the potential offeror should immediately notify the Division of Purchasing and Materials Management at (573) 751-4148 of such discrepancy/conflict.

- 1.2.4 Offerors are strongly encouraged to advise the Division of Purchasing and Materials Management, at least five (5) days prior to the inspection of any special accommodations needed for disabled personnel who will be attending the inspection so that these accommodations can be made.
- 1.2.5 Other than questions pertaining to the inspection, all questions regarding the Request for Proposal and/or the competitive procurement process **must** be directed to the Division of Purchasing and Materials Management.

**1.3 Background Information:**

- 1.3.1 Previous contracts exist for the services being obtained via this RFP. A copy of those contracts can be viewed and printed from the Division of Purchasing and Materials Management's Awarded Bid & Contract Document Search System located on the Internet at: <http://content.oa.mo.gov/purchasing-materials-management/>. In addition, all proposal and evaluation documentation leading to the award of those contracts may also be viewed and printed from the Division of Purchasing and Materials Management's Awarded Bid & Contract Document Search System. Please reference the Bid number B3Z09051 or the contract numbers C309051001, C309051003, or C309051004; Bid number B3Z11172 or contract number C311172001; and Bid number B3E11016 or the contract number C311016001 when searching for these documents.
- 1.3.2 The date of the most recent annual inspection for each elevator and escalator can be found at Missouri Public Safety's website at:  
  
<http://www.elevator.dfs.dps.mo.gov/dfs/inspections.nsf/WebStart?OpenForm&FormType=H>.
- 1.3.3 Although an attempt has been made to provide accurate and up-to-date information, the State of Missouri does not warrant or represent that the background information provided herein reflects all relationships or existing conditions related to this Request for Proposal.

## **2. CONTRACTUAL REQUIREMENTS**

### **2.1 General Requirements:**

- 2.1.1 The contractor shall provide elevator/escalator maintenance and repair services, in accordance with the provisions and requirements stated herein.
- a. For purposes of the contract, a state agency shall be defined as a division existing within a Department of Missouri State Government. The various sections, bureaus, offices, program, boards, etc. that may exist within a division shall be considered all part of the same state agency.
- 2.1.2 The contractor shall perform all services necessary to maintain all elevators, escalators, and other similar equipment (collectively referred to hereafter as covered units) at state agency buildings. The contractor shall maintain the covered units in optimum working order and in first class operating condition in accordance with the current provision of ANSI standard A17.1 and the provisions and requirements stated herein
- 2.1.3 The contractor shall be a proven leader in the elevator/escalator maintenance business, and should have a minimum of five (5) consecutive years experience in the provision of elevator/escalator maintenance services.
- a. The contractor must hold all applicable licenses, and insurance, and be fully bonded.
- b. The contractor must provide skilled, experienced elevator/escalator service mechanics and apprentices to perform the maintenance services required herein. The contractor shall understand that any of the contractor's personnel performing services pursuant to the contract shall be subject to the approval of the state agency.
- 2.1.4 The contractor shall provide services on an as needed, if needed basis. The State of Missouri does not guarantee any usage of the contract whatsoever. However, any state agency needing the services shall be required to use the contract unless an exemption is granted by the Division of Purchasing and Materials Management. In addition, the contractor shall agree and understand that the contract shall not be construed as an exclusive arrangement and if it is in the best interest of the State of Missouri and approved by the Division of Purchasing and Materials Management, a state agency may obtain alternate services elsewhere.
- 2.1.5 Cooperative Procurement Program - If the contractor has indicated agreement on the Exhibit B with participation in the Cooperative Procurement Program, the contractor shall provide elevator/escalator maintenance and repair services as described herein under the terms and conditions, requirements and specifications of the contract, including prices, to other government entities in accordance with the Technical Services Act (section 67.360, RSMo, which is available on the internet at: <http://www.moga.mo.gov/statutes/c000-099/0670000360.htm>.) The contractor shall further understand and agree that participation by other governmental entities is discretionary on the part of that governmental entity and the State of Missouri bears no financial responsibility for any payments due the contractor by such governmental entities. Additionally, the contractor's pricing for any additional covered unit(s) for other government entities shall be comparable to or less than the firm, fixed prices stated on the Pricing Page for a similar type/model/size covered unit.

### **2.2 Performance Requirements:**

- 2.2.1 The contractor shall provide maintenance services on the covered units in the region(s) awarded as specified on the Notice of Award issued by the Division of Purchasing and Materials Management. The covered units for each region are identified in Attachment #1 and a map identifying each region is included herein as Attachment #2.

- a. Due to renovation and other circumstances that may arise, the state agency reserves the right to suspend services to any covered unit(s) listed on Attachment #1. The state agency shall provide the contractor with at least fifteen (15) days written notice when maintenance on an existing covered unit shall be suspended or when the contractor shall resume maintenance services on a renovated covered unit.
- b. If a discrepancy in the descriptive information on a covered unit is discovered, the contractor shall notify the state agency and the Division of Purchasing and Materials Management of the discrepancy. Upon verification from the state agency, the Division of Purchasing and Materials Management shall amend the contract to reflect the correct descriptive information. However, the contractor shall not be entitled to any increase to the contract price for such covered unit.

2.2.2 Additional Covered Units - Due to property acquisition, new construction, or other circumstances that may arise, the state agency reserves the right to add a covered unit(s) to receive the maintenance and repair services as specified herein. Any addition of a covered unit(s) shall be made by an amendment to the contract issued by the Division of Purchasing and Materials Management.

- a. For any additional unit(s) in the region(s) in which the contractor provides maintenance services, the contractor shall provide the state agency with proposed pricing for providing the preventive maintenance services.
- b. The contractor's pricing for any additional covered unit(s) shall be comparable to or less than the firm, fixed prices stated on the Pricing Page for a similar type/model/size covered unit.
- c. The contractor shall agree and understand that while incorporating the new unit(s) into the contract is preferred, the contract shall not be construed as an exclusive arrangement. If it is in the best interest of the State of Missouri and approved by the Division of Purchasing and Materials Management, the state agency may obtain services elsewhere.

2.2.3 The contractor may make reasonable use of the utilities (e.g. electricity, gas, water, sewer, telephone, etc) at the buildings for the purposes of performing services stated herein.

2.2.4 Upon arrival to the building(s) and prior to beginning service, the contractor and the contractor's personnel shall follow the sign-in procedures specified below.

- a. For the Department of Corrections (DOC) and Department of Mental Health (DMH) buildings as listed on Attachment #1, the contractor shall provide at least five (5) days advanced written or phone notice prior to arrival to the building(s). Upon arrival to the building(s), the contractor's personnel must present a photo form of legal identification, the tools being taken into the building(s), and a written inventory of the tools for verification. The contractor must sign-in at the main reception/front desk area or sign in with the state agency designated personnel.
- b. For Department of Elementary and Secondary Education (DESE) buildings, as listed on Attachment #1, the contractor shall provide at least forty-eight (48) hours advanced written or phone notice prior to arrival to the building(s). The contractor shall sign in at the main reception/front desk or with the building manager upon arrival to the building.
- c. For Office of Administration, Division of Facilities Management, Design and Construction (FMDC), Missouri Highway Patrol (MSHP), and the Missouri Department of Transportation buildings as listed on Attachment #1, the contractor shall sign in at the main reception/front desk or with the building manager upon arrival to the building.
- d. For the Missouri Veterans Commission (MVC) buildings as listed on Attachment #1, the contractor shall sign in at the main reception/front desk and make direct contact with the facility's Plant Maintenance Supervisor or designee.

- e. For the Missouri State Fair buildings as listed on Attachment #1, the contractor shall contact the state agency designated person in charge of elevator maintenance at least 24 hours prior to service and meet the state agency designated person at the reception area of the state agency building.
- 2.2.5 The contractor shall be held responsible for any and all damage to the building(s) or premises resulting from the contractor's actions, including but not limited to any damage caused by the use of tools, materials, and equipment. The contractor shall repair such damages at no cost to state agency.
- 2.2.6 The contractor must furnish all labor, tools (including diagnostic tools), materials, and services necessary to perform the maintenance services and must furnish replacement parts of every description for any part of the covered unit as necessary in order to ensure optimum working order and first class operating condition of the covered unit.
- 2.2.7 The contractor must have a company-wide, comprehensive technical training program to include formal skill level upgrade training, recurring training, refresher training, and remedial training.
- a. The training program must include formal training courses, on-the-job training, and must be in compliance with OSHA and any other applicable regulatory agency.
  - b. The contractor shall be responsible for the training of the contractor's personnel on the operation of the elevator/escaltor systems and proper management procedures.
- 2.2.8 The contractor shall complete all work in accordance with the National Electric Code, the American Standard Safety Code, and the National Fire Protection Association (NFPA) codes.

### **2.3 Pre-Maintenance Repairs/Services Requirements:**

- 2.3.1 If requested by the state agency, the contractor shall provide the pre-maintenance repairs or service listed on the Pricing Page of the contractor's awarded proposal. The state agency reserves the right to obtain services elsewhere for the pre-maintenance repairs or service.
- 2.3.2 If the contractor was authorized in writing by the state agency to provide the pre-maintenance repairs or service, the contractor shall perform the pre-maintenance repairs or services as indicated by the state agency and shall be paid for the pre-maintenance repair or service in accordance with the firm, fixed pre-maintenance repairs or service prices stated on the Pricing Page of the contractors awarded proposal.
- 2.3.3 After completion of the listed pre-maintenance repairs or services either by the contractor or other source, the state agency shall notify the contractor. The contractor shall inspect each covered unit to verify the covered unit's optimum working order and first class operating condition. After such verification, the covered unit(s) shall be turned over to the contractor for maintenance as specified herein.

### **2.4 Preventive Maintenance Requirements:**

- 2.4.1 Immediately after the effective date of the contract, the state agency will provide the contractor with a service manual, a set of mechanical and electrical schematics, and wiring diagrams regarding the covered units, if such are available. By no later than thirty (30) calendar days after the contractor's receipt of the service manual, schematics, or diagrams from the state agency, the contractor shall update the documents to reflect the present condition of each covered unit, and the contractor shall provide a copy of the updated documents to the state agency.
- a. The contractor shall maintain and keep the documents updated through the term of the contract.

- b. The service manual, mechanical and electrical schematics, wiring diagrams, and any other such documents shall remain the property of the state agency. Upon expiration, termination, or cancelation of the contract, the contractor shall return the updated documents to the state agency.

2.4.2 The contractor shall administer, coordinate, update, and enforce all warranties provided by the respective covered units' service providers and equipment suppliers.

- a. The contractor shall maintain and keep the warranty documents updated through the term of the contract.
- b. The contractor shall perform all maintenance services necessary so that all warranties are maintained in full force and effect.
- c. The warranties and any other such documents shall remain the property of the state agency. Upon expiration, termination, or cancelation of the contract, the contractor shall return the updated warranties to the state agency.

2.4.3 The contractor must perform preventive maintenance on all covered units in accordance with the requirements and frequency specified in the Preventive Maintenance Schedule included herein as Attachment #3 and in accordance with the following:

- a. The contractor shall agree and understand that the frequency for preventative maintenance shall be as stated on the Pricing Page.
- b. The contractor must perform services designed to minimize wear and tear on the covered units and to forestall a breakdown which would put the covered unit out-of-service.
- c. As required, the contractor must service and treat all motor windings and controller coils with a proper insulating compound to maintain the equipment in a safe and optimum operating condition.
- d. The contractor must keep all covered unit's mechanical equipment free from hydraulic oil leaks.
- e. The contractor must perform a minimum of one (1) hour of preventive maintenance service per covered unit, per the frequency specified herein unless otherwise specifically stipulated and approved by the state agency in writing.
- f. Prior to performing any preventive maintenance service, the contractor shall provide the state agency's representative with an inspection and preventive maintenance report which outlines all tests and inspections to be performed by the contractor on each covered unit.
- g. Upon completion of any preventative maintenance and prior to payment, the contractor must obtain on the service ticket, the signature of designated state agency personnel.

2.4.4 The state agency's representative shall have the authority to make spot inspections at any time to ensure the contractor's compliance with the Preventive Maintenance Schedule.

2.4.5 Preventive Maintenance Repair Components: The contractor must service or replace the components listed on Attachment #4 as needed, in order to keep the covered units in optimum working order and in first class operating condition.

2.4.6 In the event the contractor determines that a covered unit requires repairs beyond the Preventive Maintenance Repair services, the contractor shall document the need in writing to the state agency for consideration as a possible Basic Repair or Advanced Repair as described herein.

## 2.5 Annual Testing and Inspections Requirements:

- 2.5.1 In accordance with the Missouri Elevator Safety Act, Section 701.350 - 701.380, RSMo and 11CSR 40-5.010 - 40-5.150, the contractor must perform annual testing and inspection on each covered unit as specified in the Missouri Elevator Safety Act.
- a. Upon written notification from the state agency, the contractor shall schedule the annual testing and inspection with the Missouri State Elevator Inspector to witness each testing and inspection. The contractor must give written notification to the state agency's head of maintenance at least ten (10) days prior to conducting the testing and inspection.
  - b. If requested by the state agency, the contractor shall perform a full load, full speed test.
  - c. The contractor must service and repair any deficiencies or violations identified during the annual testing and inspection. By no later than thirty (30) calendar days after the annual inspection, the contractor must complete all such repairs.
    - 1) If more than thirty (30) calendar days is necessary for a repair, the contractor shall provide written notification to the state agency describing the need for the additional time.
    - 2) The contractor must obtain written approval from the state agency for any extension to the thirty (30) day requirement.
- 2.5.2 Additional Testing/Inspections – The state agency shall have the right at any time during the effective period of the contract to obtain an independent inspection of the covered unit(s). In the event additional service is found to be required on the covered unit(s) as a result of the independent inspection, the contractor shall perform such service at no additional cost, or the state agency may elect to have a third-party perform the required service. If the state agency elects to utilize the services of a third-party, the amount charged by the third-party shall be deducted from the contractor's payment hereunder or invoiced to the contractor as a total amount due.
- 2.5.3 Maintenance Checklist – The contractor's personnel performing the maintenance and repair service shall maintain a checklist of all maintenance and repairs performed for each covered unit, and shall initial and date all items on the checklist as service is performed. The contractor must keep the maintenance checklist up-to-date at all times and must post the completed maintenance checklist in each mechanical equipment room or a place designated by the state agency.

## 2.6 Repair Requirements:

- 2.6.1 As a result of normal wear and tear and due to the life cycle expectancy of various components in the covered units, repair services may be required. For purposes of this document, repairs shall be defined as follows:
- a. **Basic Repair Services** shall include, but not limited to, repairs, parts, and labor to restore the normal operation and function of the covered unit to acceptable condition as determined by the state agency. Examples of repairs, services, and parts which shall be considered Basic Repair Services are provided in Attachment #5.
  - b. **Advanced Repair Services** shall include, but not limited to, replacement, upgrades, repairs, parts and labor to enhance, modernize, refurbish, renovate, expand, or improve the operation and function of the covered unit as approved by the state agency. A basis for the state agency requesting Advanced Repair Services may include, but not be limited to, the failure of all previous efforts to restore the normal and safe operation of the covered unit, or if the overall operational integrity of the covered unit is in jeopardy.

- 1) The contractor must comply with the following when deemed necessary by the state agency:
  - Prevailing Wage, Construction Safety Training Program, and Transient Employer Requirements.
  - Substance Abuse and Testing Program Requirements, if applicable.
  - Provide a Performance/Payment Bond Form, Affidavit of Compliance, and Insurance as required herein.
  - The state agency shall provide the contractor with wage rates applicable for prevailing wage at the time of the request for the Advanced Repair.
  
- 2) **Surety Bond:** If a project price exceeds \$25,000, the contractor shall provide a surety bond to the state agency guaranteeing payment of all labor, suppliers, and subcontractors providing equipment or services to the contractor as a part of the contract in accordance with the requirements of sections 107.170, RSMo. The surety bond must be provided in the form of an original bond issued by a surety company authorized to do business in the State of Missouri (no copy or facsimile shall be acceptable) to the state agency within ten (10) business days after notification from the state agency to proceed with the advanced repair project and prior to performance of service under the contract. The bond must be made payable to the State of Missouri in an amount equal to the awarded guaranteed not-to-exceed total project price provided by all suppliers and subcontractors to the contractor in fulfilling the requirements of the contract, and for all labor performed in such work whether by subcontractor or otherwise.
  
- 3) Prevailing Wage, Construction Safety Training Program, and Transient Employer Requirements - The contractor and all subcontractors employed by the contractor shall comply with section 290.250, RSMo, by paying, to all personnel employed for applicable services actually provided under the contract, not less than the prevailing hourly rate of wages as determined by the Department of Labor and Industrial Relations, Division of Labor Standards, specified in Annual Wage Order No. in effect at the time of the Advanced Repair for the county in which the Advanced Repair is being performed. The prevailing wage rates incorporated as a part of this document by the referenced annual wage order(s) shall remain in effect for the duration of the Advanced Repair.
  - The contractor shall forfeit to the state agency \$100.00 for each person employed, for each calendar day, or portion thereof, such person is paid less than the prevailing hourly rate of wages for any applicable work done under the contract by the contractor or by any subcontractor under them (section 290.250, RSMo).
  - In addition to the above, the contractor must comply with all other requirements pertaining to the payment of prevailing wages contained in sections 290.210 to 290.340, RSMo, and is advised to review the requirements carefully prior to beginning work.
  - The contractor must require all personnel who are "on-site employees" as defined in section 292.675, RSMo, to complete a ten (10) hour construction safety training program required under section 292.675, RSMo, unless the personnel have documentation of prior completion of the program. Personnel that have not previously completed the program must complete the program within sixty (60) days of beginning work under the contract. Personnel on the work site without the documentation of prior completion of the program shall be afforded twenty (20) days to produce such documentation before being subject to removal from the work site. The contractor shall forfeit to the state agency a penalty of \$2500.00 plus an additional \$100.00 for each person employed by the contractor or subcontractor for each calendar day or portion thereof, such person is employed without the required training.
  - A contractor who is a "transient employer" as defined in section 285.230, RSMo, must post in a prominent and easily accessible place at the work site a clearly legible copy of

the notices listed below: If the contractor fails to post these required notices, the contractor shall, under section 285.234, RSMo, be liable for a penalty of \$500.00 per day until the notices are posted.

- ✓ The notice of registration for employer withholding issued to the contractor by the director of revenue;
- ✓ Proof of coverage for workers' compensation insurance or self-insurance signed by the contractor and verified by the department of revenue through the records of the division of workers' compensation; and
- ✓ The notice of registration for unemployment insurance issued to the contractor by the division of employment security.

2.6.2 The contractor shall only provide repair services at the request of and with the prior written approval of the state agency.

2.6.3 In the event the state agency requests the contractor to provide a basic or advanced repair service, the contractor shall inspect the covered unit and determine if a basic repair, advanced repair, or a total replacement is the best action to return the covered unit to optimum working order.

a. If a basic or advance repair is recommended, the contractor shall provide the state agency with the following:

- 1) Recommendation for a basic or advanced repair,
- 2) Guaranteed not-to-exceed total price for the basic or advanced repair, and
- 3) Definite time line for completing the basic or advanced repair.

b. If a total replacement is recommended, the contractor shall provide the state agency with the following:

- 1) Recommendation for a total replacement,
- 2) Guaranteed not-to-exceed total price for the replacement, including any given prevailing wage, and,
- 3) Definite time line for completing the replacement.

c. The guaranteed not-to-exceed total price shall be computed using the firm, fixed price per hour as stated on the Pricing Pages for Basic Repair, or the Prevailing Wage requirements for Advance Repair, and the cost for the parts and materials plus the percentage of mark-up over the actual net cost for the parts and materials as stated on the Pricing Page.

d. In no event shall the contractor compute a price per hour differential for overtime and non-working hours. Working hours shall be described as hours actually spent in the state agency building providing service and shall exclude any travel time.

2.6.4 The contractor shall provide a detailed materials list that adequately describes all materials and services required to complete the repair service in order for the state agency to properly evaluate the suggested repair or replacement service and ensure compliance with the mandatory technical specifications of the covered unit.

2.6.5 The contractor shall unconditionally guarantee all services, materials, parts, labor, etc., to be free from defects for a period of one (1) year from date of installation or performance of any service.

2.6.6 The contractor shall agree and understand that the state agency shall have the right to approve or reject the guaranteed not-to-exceed total price and obtain the necessary repair or replacement services from another party as deemed to be in the best interest of the State of Missouri.

a. In the event another party performs the necessary repair or replacement service, the contractor shall have the right to inspect the covered unit to verify proper completion of the repair or replacement service on the covered unit.

- 1) The contractor shall submit a signed Acknowledgement and Acceptance (**Attachment #6**) indicating acceptance of the repair or replacement, operating condition, and performance of the covered unit(s).
- 2) The contractor shall assume maintenance of the repaired unit upon receipt and approval of the signed Acknowledgement and Acceptance by the state agency.

2.6.7 If the guaranteed not-to-exceed price is approved by the state agency, the state agency will provide a notice to proceed to the contractor for the repair or replacement service, and the contractor shall proceed with the approved repair or replacement service.

2.6.8 In the event the state agency hires an outside/private company to correct substandard, deficient or incomplete services provided by the contractor, the contractor shall be responsible for the total cost charged by such company to perform any corrective service.

## 2.7 Response to Service Requests:

2.7.1 In the event the state agency requests a service request for on-site maintenance or repair service due to problems with the covered units, the contractor shall respond to the service request based on the following:

a. **SERVICE REQUEST** - If the failure or problem with a covered unit inconveniences the normal operation of state business, the state agency will issue a Service Request.

- 1) Except for covered units in the Capitol Complex, as identified on Attachment #1, if the Service Request was issued by the state agency prior to 5:00 p.m., the contractor shall arrive at the covered unit within four (4) hours of receiving the request. If the Service Request was issued by the state agency after 5:00 p.m., the contractor shall arrive at the covered unit by 8:00 a.m. of the next business day.

- The Capitol Complex consist of the following buildings:

- ✓ Broadway State Office Building
- ✓ Capitol West Garage
- ✓ Employment Security Building
- ✓ Feed/Seed Lab
- ✓ Governor's Mansion
- ✓ Howerton Building
- ✓ James C. Kirkpatrick State Information Center
- ✓ Jefferson Building
- ✓ Labor & Industrial Relations
- ✓ Lewis & Clark State Office Building
- ✓ George Washington Carver Office Building
- ✓ Health Lab
- ✓ State Capitol Building
- ✓ Supreme Court Building
- ✓ Truman State Office Building
- ✓ Senate Garage
- ✓ US Post Office

- 2) For covered units in the Capitol Complex, as identified on Attachment #1, if the Service Request was issued by the state agency prior to 5:00 p.m. the contractor shall arrive at the covered unit within thirty (30) minutes of receiving the request. If the Service Request was issued by the state agency after 5:00 p.m., the contractor shall arrive at the covered unit by 8:00 a.m. the next business day.
- b. IMMEDIATE SERVICE REQUEST - If the failure or problem with a covered unit debilitates the normal operation of state business, the state agency will issue an Immediate Service Request.
    - 1) If the Immediate Service Request was issued prior to 5:00 p.m. the contractor shall arrive at the covered unit within thirty (30) minutes of receiving the request. If the Service Request was issued after 5:00 p.m., the contractor shall arrive at the covered unit by 7:00 a.m. the next business day.
  - c. EMERGENCY SERVICE REQUEST - If the failure or problem with a covered unit threatens life, property, public health, or public safety, the state agency will issue an Emergency Service Request.
    - 1) The contractor must respond to Emergency Service requests as specified below by servicing the covered unit at any hour of the day or night, seven (7) days per week in order to immediately restore the covered unit to service.
      - Except for covered units in the Capitol Complex, as identified on Attachment #1, the contractor shall arrive at the covered unit within thirty (30) minutes after receiving Emergency Service Request.

**Paragraph revised via Amendment #1**

- For covered units in the Capitol Complex, as identified on Attachment #1, the contractor shall arrive at the covered unit within one (1) hour of receiving the Emergency Service Request.
  - 2) The state agency will provide the contractor with the names of persons from the state agency who are authorized to request Emergency Service Requests.
- 2.7.2 The contractor shall agree that Service Requests made verbally shall be confirmed in writing via email by the state agency.
  - 2.7.3 Unless the contractor and the state agency mutually determine that the restoration of the covered unit to normal operation may only be accomplished through a Basic or Advanced repair, the contractor shall make every reasonable effort to restore the covered unit to normal operation during the response to the service request.
  - 2.7.4 Unless other specific arrangements are agreed upon by the state agency, the contractor shall respond, schedule, and perform repairs and Service Requests during regular state agency work hours (8:00 a.m. to 5:00 p.m.), Monday through Friday, except for state holidays. The contractor shall observe the same holiday schedule as the state agency. A list of Missouri State Holidays is posted on the Internet at: <http://content.oa.mo.gov/commissioners-office/state-holidays>.
- 2.8 Contractor Parts Inventory and Storage Requirements:**
- 2.8.1 The contractor must stock and maintain, at the contractor's storage location, an adequate supply of spare parts needed to ensure the timely provision of the maintenance and repair of all covered units. The inventory shall include, but not be limited to, miscellaneous switches and relays, all circuit boards, and any other items which commonly fail or may likely be required.

- a. All parts furnished and installed by the contractor shall be genuine original equipment manufacturer (OEM) replacement parts, made especially for the make and model of the covered unit on which they shall be installed, unless substitution is specifically approved by the state agency prior to installation.
- b. By no later than thirty (30) calendar days after the effective date of the contract, the contractor shall provide the state agency with a detailed list of spare parts which are regularly stocked and maintained.

2.8.2 **Obsolete Parts** – For the purpose of this document, obsolescence shall be defined as parts, components, or equipment that are no longer available from an industry parts supplier, or are replaceable only by re-fabrication.

- a. The contractor and the state agency shall mutually determine and agree on the obsolescence of a part, component, or equipment.
- b. The contractor shall provide the labor to remove and replace the obsolete part, component, or equipment at no cost to the state agency.
- c. The state agency will be responsible for the cost of the obsolete part, component, or equipment based on the firm, fixed prices stated on the Pricing Page for Obsolete Parts, and for labor of any re-fabrication based on the original invoice from the re-fabricator.

2.8.3 The contractor must use only lubricants of the proper type or grade for the intended use. The use of improper, dirty, contaminated, or deteriorated lubricants shall be prohibited.

- a. The contractor shall store all lubricants, fluids, etc., in approved containers and in a manner and location designated by the state agency.
- b. The contractor shall properly dispose of waste lubricants within eight (8) hours after removal from a covered unit.

2.8.4 The contractor shall provide a lockable storage cabinet(s) for the orderly arrangement and safekeeping of covered unit parts, wiring diagrams, and other printed data pertinent to the servicing of the covered unit(s). The contractor shall locate the lockable storage cabinet(s) in a machine room, penthouse, or other area designated by the state agency. The contractor shall permit the state agency to have access to any and all such storage cabinets provided by the contractor.

## 2.9 **Personnel Requirements:**

2.9.1 The contractor shall provide a designated representative and a means for being contacted by the state agency on a twenty-four (24) hour, seven (7) day per week basis, such as a commercial paging service, cell phone, or customer call center.

- a. By no later than five (5) business days after the award of the contract, the contractor shall provide the state agency with the name, address, and contact information of the designated representative.
- b. The designated representative shall have the express authority to speak, and make decisions on behalf of the contractor.
- c. The designated representative shall be the single point of contact to receive and respond to all requests for service.
- d. The designated representative must reply to the state agency within thirty (30) minutes of receiving the contact signal.
- e. The designated representative shall dispatch the appropriate technicians to respond to the request for service.
- f. The contractor shall receive the name(s) of the state agency personnel authorized to call for service.

- 2.9.2 The contractor shall provide one (1) mechanic on-site for the covered units located in the Capitol Complex Monday through Friday, from 8:00 a.m. to 5:00 p.m., excluding holidays. The contractor shall observe the same holiday schedule as the state agency.
- 2.9.3 The contractor's personnel shall be appropriately dressed and groomed while working in the buildings.
- 2.9.4 The contractor's personnel shall wear an article of clothing identifying the contractor or a subcontractor, and have a picture ID tag visible at all times.
- 2.9.5 Contractor Badge - The contractor shall obtain a contractor badge for the Department of Corrections, Department of Mental Health and the Missouri State Highway Patrol from each Office of Administration/Facilities Management, Design and Construction regional office. The contractor's personnel shall wear the contractor badge at all times while working at each building.
- 2.9.6 Security Clearance- The contractor and the contractor's personnel assigned to the contract must have a security clearance in order to provide service under the contract at any Department of Corrections, the Missouri State Highway Patrol, and Office of Administration/Facilities Management, Design and Construction building.
- a. By no later than fifteen (15) calendar days after notification of award, the contractor shall provide the following:
- 1) For the contractor's personnel assigned to provide services at any Department of Corrections' or Department of Mental Health building, the contractor must submit a list of names, social security numbers, and dates of birth of the contractor's personnel to the applicable Department of Corrections' or Department of Mental Health Building.
  - 2) For the contractor's personnel assigned to provide services at any Missouri State Highway Patrol building, the contractor must submit a list of names, social security numbers, and dates of birth of the contractor's personnel to: Missouri Highway Patrol, Attn: Service Level Manager, 1510 E. Elm Street, PO Box 568, Jefferson City, Missouri, 65102.
  - 3) For the contractor's personnel assigned to provide services at any Office of Administration, Facility Management Design and Construction building, the contractor must obtain a security clearance from the Missouri State Highway Patrol and submit it to Office of Administration, Division of Facilities Management, Design and Construction.
  - 4) For the contractor's personnel assigned to provide services at any Department of Elementary and Secondary Education (DESE) facilities, the contractor shall provide forty-eight (48) hours advanced notice prior to arrival to the facilities. Upon arrival to the facilities, the contractor and the contractor's personnel shall sign in at the main reception/front desk or with the building manager.
- b. For each new person assigned to provide services, the contractor must provide the required security clearance information at least five (5) days prior to the new person providing services.
- c. The state agency shall have the right to deny any of the contractor's personnel access to any building for any reason.

## **2.10 Safety Requirements:**

- 2.10.1 The contractor must exercise precaution at all times to ensure the protection of persons and property.

- 2.10.2 The contractor shall maintain a company safety program that educates all elevator service mechanics and apprentices on the hazards associated with the performance of the services required herein, and compliance with the codes and regulations governing the work required herein.
- 2.10.3 The contractor shall comply with the provisions of all applicable federal, state, county, and local laws, ordinances, regulations, and codes (including obtainment of any required permits or certificates) in the contractor's performance; including, but not limited to, the standards promulgated by the OSHA, NFPA, NEC, the Missouri Elevator Safety Act, Section 701.350 – 701-380, RSMo and 11CSR 40-5.010 – 40-5.150, and all other applicable codes not specifically mentioned herein.
- 2.10.4 The contractor must guard or remove machinery, equipment, and all hazards in accordance with the safety provisions of the Manual of Accident Prevention in Construction, published by the Associated General Contractors of America, to the extent that such provisions are not in contravention of applicable laws.
- 2.10.5 The contractor shall also comply with applicable requirements of the Occupational Safety and Health Act of 1970 and the latest revisions thereto.
- 2.10.6 The contractor must maintain good housekeeping practices in the performance of services. The contractor must keep covered unit pits, machine rooms, and penthouses clean and free of scrap parts, oily rags, combustible materials, and accumulation of debris of any kind.
- 2.10.7 The contractor must keep the exterior of all covered units and all other parts and equipment that are subject to rust or corrosion properly painted, protected, and presentable at all times.
- 2.10.8 Unless otherwise specified herein, the contractor shall furnish all material, labor, facilities, equipment, and supplies necessary to perform the services required herein.

**2.11 Substance Abuse and Testing Program Requirements:**

**For all Advanced Repair projects at all Department of Elementary and Secondary Education buildings,** the contractor shall maintain and enforce a written substance abuse and testing program applicable to all personnel for advanced repair projects consistent with section 161.371, RSMo.

- 2.11.1 The contractor's written substance abuse testing program shall include, but may not be limited to the requirements stated herein. The requirements stated herein shall be the minimum requirements for complying with section 161.371, RSMo, and may be supplemented at the discretion of the contractor.
- 2.11.2 Upon a minimum of 24 hours of advance notice by the Department of Elementary and Secondary Education (DESE), the contractor shall agree and understand that the State of Missouri may audit the contractor's substance abuse and testing program implemented pursuant to this contractual requirement to verify compliance. The State of Missouri shall have free access to all relevant records of the contractor for this purpose.
- a. Any portion of the Substance Abuse and Testing Program that is in violation of applicable federal or state law or regulation shall be deemed unenforceable.
  - b. The contractor shall be responsible for the cost of developing, implementing, and enforcing the Substance Abuse and Testing Program, including the cost of drug and alcohol testing of the contractor's personnel.
- 2.11.3 At the time of an advanced repair project, the Department of Elementary and Secondary Education (DESE) shall notify the contractor if the contractor's written Substance Abuse and Testing Program shall be applicable to the advanced repair project. The contractor shall submit a copy of the Substance Abuse and Testing Program to the Department of Elementary and Secondary Education (DESE) and certify compliance with section 161.371, RSMo in writing on the contractor's company letterhead.

- 2.11.4 The contractor's supervisory personnel shall be trained to recognize the signs and symptoms of substance abuse and how to take action in a manner consistent with generally accepted safety training procedures.
- 2.11.5 Testing Protocols - The contractor shall utilize a laboratory certified by the National Institute on Drug Abuse/Substance Abuse and Mental Health Service Administration of the U.S. Department of Health and Human Services for pre-service, random, periodic, reasonable suspicion, and post accident/incident substance testing.
  - a. The laboratory shall conduct testing for the presence of drugs or alcohol, and the handling of test specimens in accordance with guidelines for laboratory testing procedures and chain-of-custody procedures established by the Substance Abuse and Mental Health Service Administration of the U.S. Department of Health and Human Services.
- 2.11.6 Drug Testing - All tests on urine samples confirmed by the laboratory as non-negative shall be interpreted as positive or negative by a Medical Review Officer licensed by the American Association of Medical Review Officers, American College of Occupational and Environmental Medicine, Medical Review Officer Certification Council, or American Society of Addiction Medicine.
- 2.11.7 Alcohol Testing - The initial screening tests for alcohol shall be performed by using either a saliva test or a DOT approved breathalyzer.
  - a. Alcohol confirmatory tests shall be performed by either a blood alcohol test or a DOT approved breathalyzer.
- 2.11.8 Threshold Limits - All samples collected shall be analyzed by a laboratory certified by the Substance Abuse and Mental Health Service Administration of the U.S. Department of Health and Human Services, and shall include an initial Enzyme Multiplied Immunoassay Screening Test (EMIT) and, when necessary, confirmed by a Gas Chromatography/Mass Spectrometry (GC/MS) Confirmation Test.
  - a. The laboratory testing must screen, at a minimum, for the substances and levels of such substances provided by 49 CFR Part 40 and for alcohol as provided by 49 CFR Part 382, as may be amended from time to time.
  - b. The levels that shall be deemed to result in a negative test result shall be defined by 49 CFR Part 40 and 49 CFR Part 382, as may be amended from time to time. In the event 49 CFR Part 40 and/or 49 CFR Part 382 is amended to no longer define substances and testing levels in the future, testing shall screen for the following substances that shall not exceed the following levels in order to be deemed a negative test result:

Drugs tested -----	(EMIT) Confirmed Initial Level (ng/ml)	(GC/MS) Confirmation Test Cut-Off Level (ng/ml)
*Amphetamines	500	250
Barbiturates	300	200
Benzodiazepines	300	200
Cocaine Metabolite	150	100
Cannabinoids (Marijuana THC)	50	15
Methadone	300	200
Opiates:		
Codeine/Morphine	2000	2000
Heroine Metabolite	10	10
Phencyclidine (PCP)	25	25
Propoxyphene	300	200

Breath/Blood Alcohol Content (BAC)	.04%	.04%
Removal from jobsite (BAC)	.0200-.0399%	.0200%-.0399%

\*Note ~ includes Amphetamines, Methamphetamines and Ecstasy (MDMA).

2.11.9 The contractor shall perform pre-project, random, periodic, reasonable suspicion, and post accident/incident testing as described below.

- a. **PRE-PROJECT TESTING:** The contractor's personnel and prospective personnel assigned by the contractor to provide services on an advanced repair project that has been deemed by Department of Elementary and Secondary Education (DESE) to require the adherence to the substance abuse and testing policy shall obtain a substance abuse test for all substances other than alcohol within 120 calendar days prior to any personnel's arrival on an advanced repair project site.
  - 1) However, personnel providing certification of a previous drug test occurring within 120 calendar days, or have undergone random and periodic selection testing that meets the standards of Section 161.371, RSMo; and if the personnel actually has been tested resulting in a negative test result for each of the substances listed herein, may be exempted from Pre-Project testing.
  - 2) In the event the personnel was not employed by the contractor at the time of the previous test, the personnel may be exempted from Pre-Project testing only upon receipt by the Department of Elementary and Secondary Education (DESE) of certification of the non-negative test directly from the administrator of the testing program that conducted the previous test.
- b. **RANDOM TESTING:** The contractor's personnel shall be subject to random testing by a drug and alcohol testing laboratory or collection site selected by the contractor. The contractor's personnel shall be subject to random testing for all substances other than alcohol at the random annualized selection rate of fifty (50) percent of the contractor's total number of personnel, excluding personnel holding a commercial driver license.
  - 1) The contractor's personnel holding a commercial driver license shall comply with the annualized drug and alcohol testing rate as stated in 49 CFR Part 382, as may be amended from time to time, and applicable regulations of the Federal Highway Administration.
  - 2) The contractor's personnel selected for random testing shall report in a timely manner to the drug and alcohol testing laboratory or collection site selected by the contractor for drug and/or alcohol testing.
- c. **PERIODIC TESTING:** The contractor's personnel shall be subject to periodic and random testing for all substances other than alcohol on at least a twice per year basis by a drug and alcohol testing laboratory or collection site selected by the contractor.
  - 1) The contractor's personnel selected for periodic and random testing shall report in a timely manner to the drug and alcohol testing laboratory or collection site selected by the contractor for drug and/or alcohol testing.
- d. **REASONABLE SUSPICION TESTING:** The contractor's personnel shall be subject to a drug and alcohol test as a result of personnel acting in an abnormal manner that leads a supervisor of the personnel to have reasonable suspicion that the personnel is under the influence of alcohol or controlled substances.
  - 1) Reasonable suspicion means suspicion based on specific personal observations by the supervisory personnel concerning the appearance, behavior, speech, or breath odor of the personnel in question.

- e. **POST-ACCIDENT/INCIDENT TESTING:** The contractor's personnel shall be subject to a drug and alcohol test following an on-the-job injury requiring medical treatment or following a serious or potentially serious incident, including near misses, during which safety precautions were violated, persons were or could have been injured, unsafe instructions or orders were given, vehicles, equipment, or property was damaged, careless acts were performed, or when prescribed personal protective or safety equipment was not worn.
- 1) Personnel involved or who may have contributed to the incident, shall be subject to a drug and alcohol test.
  - 2) In the event the physical condition of the personnel involved in the accident makes it impossible or impractical to perform a drug and alcohol test, and if in subsequent medical treatment, the personnel has blood or other bodily fluids drawn, then that blood or other bodily fluids may be analyzed for drugs and alcohol.

2.11.10 **Refusal to Submit to Testing/Confirmed Positive Results** - The contractor shall immediately dismiss personnel from the advanced repair project site who refuses to submit to testing or receives a confirmed positive test result for any of the substances indicated in the Threshold Limit list. In addition, the contractor shall prohibit the personnel from returning to any advanced repair project site until the personnel provides evidence of the completion of reinstatement.

- a. The contractor shall consider the events below as violations of the substance abuse and testing policy:
- 1) A confirmed positive drug or alcohol test.
  - 2) Failure to contact the Medical Review Officer as directed.
  - 3) Failure to report as directed for random testing.
  - 4) The use, possession, sale, or distribution of alcohol or a controlled illegal or unauthorized substance, or the presence of any personnel with such ingested substances for non-medical reasons on an advanced repair project.
  - 5) Working, reporting to work, being on an advanced repair project, or in a state or employer owned, leased, or rented vehicle, while under the influence of alcohol (0.04% BAC or greater).
  - 6) Switching, adulterating, or attempting to tamper with any sample submitted for drug or alcohol testing or otherwise interfering or attempting to interfere with the testing process.
  - 7) Refusal to submit a specimen for testing shall be deemed to be a positive test result and shall be subject to the same consequences as specimens tested and confirmed as positive.
  - 8) The use of a controlled substance by personnel that was not prescribed the controlled substance or the abuse of a controlled substance by the personnel for whom it was prescribed.

2.11.11 **Reinstatement Requirements** - The contractor shall reinstate personnel confirmed to have had a positive test result only after the following conditions have been satisfied:

- a. The contractor has received evidence that the personnel has completed or is actively participating in an approved drug/alcohol assessment, treatment, or counseling program at no cost to the Department of Elementary and Secondary Education (DESE).
- b. The contractor has received evidence that the personnel has passed a subsequent drug and alcohol test at no cost to the Department of Elementary and Secondary Education (DESE).
- c. The contractor shall subject the personnel to additional random drug and alcohol testing on a monthly basis while the subject personnel is assigned to any advanced repair project site at no additional cost to the Department of Elementary and Secondary Education (DESE).

- d. The contractor shall immediately dismiss personnel from all advanced repair project sites who has been known by the contractor to have previously had a positive test result who receives a second or subsequent confirmed positive test result in connection with subsequent testing.
- e. The contractor shall prohibit the personnel from return to any advanced repair project site until the personnel has completed an approved drug/alcohol assessment, treatment, and/or counseling program; and provides evidence of the personnel passing a drug and alcohol test that indicates a blood alcohol concentration of less than 0.02 percent.

2.11.12 In the event of a positive substance abuse and alcohol test of the contractor's personnel, the contractor shall notify the Department of Elementary and Secondary Education (DESE) of the corrective action taken as a result of the positive test, provided that no federal law or regulation, or state statute requirement of individual confidentiality of test results is violated.

## **2.12 Reporting Requirements:**

### **2.12.1 Preventive Maintenance Service Reports:**

- a. By no later than 48 hours after the performance of each preventive maintenance service, the contractor must submit a preventive maintenance report to the building's contact person.
- b. The preventive maintenance report shall include a copy of the maintenance checklists and shall be updated with the results of all tests and inspections, and include the contractor's plan of action for correcting any deficiencies found during the inspections/testing.

### **2.12.2 Monthly Service Report:**

- a. The contractor must submit a monthly service report to the building's contact person documenting each Service Request, Immediate Service Request, Emergency Service Request, Basic Repair Service, and Advanced Repair service completed during the monthly reporting period.
- b. The service report shall identify the covered unit serviced, and include the date, hour, location, and reason service was required and a brief description of services performed.

2.12.3 The contractor must maintain financial and accounting records and evidence pertaining to the contract in accordance with generally accepted accounting principles and other procedures specified by the state agency.

- a. The contractor shall make all such records, books, and other documents relevant to the contract available to the state agency and its designees and the Missouri State Auditor in a format acceptable to the state agency at all reasonable times during the term of the contract.
- b. The contractor shall retain all such records according to the state agency's retention period or the completion of an independent audit, whichever is later. If any litigation, claim, negotiation, audit, investigation, or other actions involving the records has been started before the expiration of the retention period, the contractor shall retain such records until completion of such action and resolution of all issues that arise from it.
- c. The contractor shall permit the state agency, governmental auditors and authorized representatives of the State of Missouri to audit or examine, copy, or investigate any of the contractor's records, procedures, books, documents, papers, and records recording receipts and disbursements of any of the funds paid to the contractor. Failure to retain adequate documentation for any service billed may result in recovery of payments for services not adequately documented. Any audit exception noted by governmental auditors shall not be paid by the state agency and shall be the sole responsibility of the contractor. However, the contractor may contest any such exception by any legal procedure the

contractor deems appropriate. The state agency will pay the contractor all amounts which the contractor may ultimately be held entitled to receive as a result of any such legal action.

### **2.13 Liquidated Damages:**

2.13.1 Liquidated Damages - The contractor shall agree and understand that the provision of services in accordance with the requirements and schedules stated herein is considered critical to the efficient operations of the state agency. However, since the amount of actual damages would be difficult to establish in the event the contractor fails to comply with the requirements and schedule stated herein, the contractor shall agree and understand that the amount identified below as liquidated damages shall be reasonable and fair under the circumstances.

a. Service Requests - In the event the contractor fails to respond to service requests within the time frame indicated herein, the contractor shall be assessed the following liquidated damages:

- 1) Service Request - The amount equal to ten (10) times the firm, fixed price per hour for Service Request Performed by a Mechanic as stated on the Pricing Page applicable to the region in which the out-of-service covered unit is located.
- 2) Immediate and Emergency Service Requests - The amount equal to twenty (20) times the firm, fixed price per hour for Service Request Performed by a Mechanic as stated on the Pricing Page applicable to the region in which the out of service covered unit is located.

b. Repairs - In the event a covered unit is not restored to optimum working order and first class operating condition in the time frame specified in the agreed upon guaranteed not-to-exceed price agreement for Basic or Advanced repairs, the contractor shall be assessed liquidated damages as indicated below for each twenty-four (24) hour period thereafter that the covered unit remains out of service.

- 1) For Basic Repair - The amount equal to ten (10) times the firm, fixed price per hour for Basic Repair Performed by a Mechanic as stated on the Pricing Page applicable to the region in which the out of service covered unit is located.
- 2) For Advanced Repair - The amount equal to ten (10) times the prevailing wage per hour applicable to the county in which the out of service covered unit is located.

2.13.2 The contractor shall agree and understand that the state agency shall postpone payment to the contractor for the service request or repair until such time as the covered unit is returned to optimum working order and first class operating condition.

2.13.3 The contractor shall agree and understand that contractor negligence or failure to comply with the provisions of the contract shall constitute a breach of the contract, and subject to contract cancellation.

2.13.4 The contractor shall also agree and understand that liquidated damages shall either be deducted from the contractor's invoices pursuant to the contract or paid by the contractor as a direct payment to the state agency at the sole discretion of the state agency.

2.13.5 The contractor shall understand that the liquidated damages described herein shall not be construed as a penalty.

2.13.6 The contractor shall agree and understand that all assessments of liquidated damages shall be within the discretion of the State of Missouri and shall be in addition to, not in lieu of, the rights of the State of Missouri to pursue other appropriate remedies.

**2.14 Invoicing and Payment Requirements:**

2.14.1 Prior to any payments becoming due under the contract, the contractor must return a completed State of Missouri Vendor Input/ACH-EFT Application, which is downloadable from the Vendor Services Portal at: <https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx>.

- a. The contractor understands and agrees that the State of Missouri reserves the right to make contract payments through electronic funds transfer (EFT).
- b. The contractor must submit invoices on the contractor's original descriptive business invoice form and must use a unique invoice number with each invoice submitted. The unique invoice number will be listed on the State of Missouri's EFT addendum record to enable the contractor to properly apply the state agency's payment to the invoice submitted. The contractor may obtain detailed information for payments issued for the past 24 months from the State of Missouri's central accounting system (SAM II) on the Vendor Services Portal at:  
<https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx>

2.14.2 Invoicing - The contractor shall submit a monthly invoice itemizing services provided as well as the specific purchase order (P.O.) number. Services or goods must be received before payment can be made. The invoice must be submitted to the "bill to" address as specified on the purchase order.

2.14.3 The contractor shall include the following information for each monthly invoice:

- a. The Preventive Maintenance provided for the covered units and the applicable firm, fixed price for each covered unit as specified on the Pricing Page.
- b. The Basic or Advanced Repair completed for the month identifying the Service Request, the level of service provided; the number of hours of service provided, the applicable firm, fixed price per hour or prevailing wage rate, and the cost of parts. The contractor shall include a copy of receipts for all parts, a copy of the purchase order for the repair, and a copy of the signed service ticket by the designated state agency personnel.
  - 1) Surety Bond - In the event the contractor must obtain a surety bond consistent with provisions stated herein, the contractor must submit a copy of the bond company's invoice to the state agency for the specific surety bond.
- c. The contractor must include a copy of all invoices from the re-fabricator in the event re-fabrication charges are incurred for labor to re-machine/reconfigure a part considered obsolete.

2.14.4 Payments - Subject to the reductions for liquidated damages, the contractor shall be paid in accordance with the firm, fixed prices specified on the Pricing Page for performance of all services required herein.

- a. Preventive Maintenance: If covered units are deleted from or returned to the contract, the firm, fixed price per covered unit specified on the Pricing Page shall be deleted from or added to the total amount due. Furthermore, the firm, fixed price per preventative maintenance shall be prorated for any portion of time less than one (1) month or quarter for which service was provided for the covered unit.
- b. Repair Requests: In the event a Basic or Advanced Repair Request was required, authorized, and completed, the contractor shall be paid the actual cost approved by the state agency. In no event shall the amount paid to the contractor for any repair services exceed the guaranteed not-to-exceed price quoted by the contractor.
  - 1) Parts and Materials: The contractor shall be reimbursed for parts and materials needed for the performance of the Basic or Advanced Repair based on the invoice for such parts/materials plus

the firm, fixed percentage mark-up over the actual net cost of the part/material as stated on the Pricing Page.

- 2) Surety Bond: In the event the contractor obtained a surety bond consistent with provisions stated herein for an Advanced Repair, the contractor shall be reimbursed for the actual cost to the contractor for obtaining said surety bond.
- c. Service Requests: In the event a Service Request was provided, the contractor shall be paid as follows:
- 1) *The firm, fixed price per hour based on the level of the service requested to restore the normal operation of the covered unit or performs a diagnosis for a repair.*
  - 2) In the event parts and materials were used to restore the normal operation of the covered unit during the response to the service request, the contractor shall be paid for parts and materials based on the invoice for such parts/materials *plus the firm, fixed percentage mark-up over the actual net cost of the part/material as stated on the Pricing Page.*
  - 3) The re-fabrication charges for labor to re-machine/reconfigure a part considered obsolete, cost of the obsolete part, component, or equipment based on the firm, fixed prices stated on the Pricing Page for Obsolete Parts, and for the labor for any re-fabrication based on the original invoice from the re-fabricator.

2.14.5 Other than the payments and reimbursements specified above, no other payments or reimbursements for parts, materials, expenses, services, travel, etc. shall be made to the contractor for any reason whatsoever.

2.14.6 Notwithstanding any other payment provision of the contract, if the contractor fails to perform required work or services, fails to submit reports when due, or is indebted to the United States, the state agency may withhold payment or reject invoices under the contract.

2.14.7 Final invoices are due by no later than thirty (30) calendar days of the expiration of the contract. The state agency shall have no obligation to pay any invoice submitted after the due date.

2.14.8 If a request by the contractor for payment or reimbursement is denied, the state agency shall provide the contractor with written notice of the reason(s) for denial.

2.14.9 If the contractor is overpaid by the state agency, upon official notification by the state agency, the contractor shall provide the state agency (1) with a check payable as instructed by the state agency in the amount of such overpayment at the address specified by the state agency or (2) deduct the overpayment from the monthly invoices as requested by the state agency.

## **2.15 Missouri Statewide Contract Quarterly Administrative Fee:**

2.15.1 The contractor shall pay a one percent (1%) administrative fee to the State of Missouri which shall apply to all payments received by the contractor for all products and services provided under the contract. Payment of the one percent (1%) administrative fee shall be non-negotiable.

2.15.2 The contractor shall pay the administrative fee at the end of each calendar quarter (i.e. March 31, June 30, September 30, December 31). The total administrative fee for a given quarter must equal one percent (1%) of the total payments (minus returns and credits) received by the contractor during the calendar quarter as reported on the contractor's Missouri Statewide Contract Quarterly Administrative Fee Report specified below. The administrative fee must be received by the Division of Purchasing and Materials Management (DPMM) no later than the 15<sup>th</sup> calendar day of the month immediately following the end of the calendar quarter, unless the 15<sup>th</sup> is not a business day in which case the next business day thereafter shall be considered the administrative fee deadline.

2.15.3 Payments shall be made using one of the following acceptable payment methods:

- a. **Check:** Personal check, company check, cashier's check, or money order made payable to the "Missouri Revolving Information Technology Trust Fund" and sent to the following mailing address: Division of Purchasing and Materials Management, P.O. Box 809, Jefferson City, MO 65102 – 0809 OR Division of Purchasing and Materials Management, 301 West High Street, Room 630, Jefferson City, MO 65101-1517. The contractor's payment by check shall authorize the State of Missouri to process the check electronically. The contractor understands and agrees that any returned check from the contractor may be presented again electronically and may be subject to additional actions and/or handling fees.
- b. **Electronic Payment:** Instructions on how to submit payments electronically by automated clearing house (ACH) will be provided upon request by contacting the Division of Purchasing and Materials Management at (573) 751-2387.

2.15.4 All payments of the administrative fee shall include the contract number on any check or transmittal document. However, only one contract number must be entered on a check or transmittal document. If submitting an administrative fee payment for more than one contract, then a separate check or electronic payment and associated transmittal document must be submitted by the contractor for each contract.

**2.16 Missouri Statewide Contract Quarterly Administrative Fee Report:**

2.16.1 The contractor shall submit a Missouri Statewide Contract Quarterly Administrative Fee Report to the Division of Purchasing and Materials Management which shall identify the total payments (minus returns and credits) received by the contractor from state agencies, political subdivisions, universities, and governmental entities in other states that were made pursuant to the contract.

2.16.2 The contractor shall prepare and submit the Missouri Statewide Contract Quarterly Administrative Fee Report at the end of each calendar quarter (i.e. March 31, June 30, September 30, December 31) for total payments (minus returns and credits) received by the contractor during the calendar quarter. The Missouri Statewide Contract Quarterly Administrative Fee Report must be received by the Division of Purchasing and Materials Management (DPMM) no later than the 15<sup>th</sup> calendar day of the month following the reporting quarter entered on the report, unless the 15<sup>th</sup> is not a business day in which case the next business day thereafter shall be considered the reporting deadline. Even if there has been no usage of the contract during the reporting quarter, the contractor must still submit a report and indicate no payments were received by marking the appropriate box on the report form.

2.16.3 The Missouri Statewide Contract Quarterly Administrative Fee Report form may be downloaded from the following DPMM website: <http://content.oa.mo.gov/purchasing/vendor-information>. The Missouri Statewide Contract Quarterly Administrative Fee Report is also included herein as Attachment #7. The Missouri Statewide Contract Quarterly Administrative Fee Report must be submitted using one of the following methods:

- **Mail:** Division of Purchasing and Materials Management,  
P.O. Box 809, Jefferson City MO 65102-0809

OR

Division of Purchasing and Materials Management,  
301 West High Street, Room 630, Jefferson City, MO 65101-1517

- **Fax:** (573) 526-9815
- **Email:** [ereports@oa.mo.gov](mailto:ereports@oa.mo.gov)

2.16.4 The contractor shall agree that the Division of Purchasing and Materials Management reserves the right to modify the requested format and content of the Missouri Statewide Contract Quarterly Administrative Fee Report by providing thirty (30) calendar days written notice to the contractor. The contractor shall also agree the Division of Purchasing and Materials Management may unilaterally amend the contract, with thirty (30) calendar days notice to the contractor to change the method of payment of the administrative fee, the timing for submission of the Missouri Statewide Contract Quarterly Administrative Fee Report, and/or timing for payment of the administrative fee. The contractor shall understand and agree that if such an amendment is issued by the Division of Purchasing and Materials Management, the contractor shall comply with all contractual terms, as amended.

**2.17 Missouri Statewide Contract Quarterly Usage Report:**

2.17.1 The contractor shall submit a Missouri Statewide Contract Quarterly Usage Report to the Division of Purchasing and Materials Management (DPMM) which shall provide the Data Element information listed below:

Data Element	Description
Contractor Name	Contractor name as it appears on the contract.
Statewide Contract Number	Statewide contract number as listed on the cover page of your contract with the State of Missouri.
Report Contact Name	Name of the person completing the report on behalf of the contractor.
Contact Phone Number	Phone number for the person completing the report.
Contact Email Address	Email address for the person completing the report.
Date Report Submitted	Date the Missouri Statewide Contract Quarterly Usage Report is submitted to DPMM.
Reporting Quarter	Quarter for which the contractor is reporting purchases on the contract.
Entity Type	Indicate the type of entity by entering "S" for Missouri state agency, "P" for Missouri political subdivision, "U" for Missouri university, or "O" for political subdivision or state entity from another state.
Customer Name	Customer's name. If the customer has multiple locations, please only use the main entity name.
Product or Service Description	Description of product or service purchased.
Purchase Authorization Number/Identifier	Purchase Authorization Number/Identifier supplied by customer to contractor. Enter PO or other authorization number/identifier. If procurement card used, enter "P-Card".
Contract Line Item Number	Line item number on the contract.
Quantity Delivered	Quantity (i.e. excluding returns) of products delivered. Enter a quantity of "1" for a service/project.
Unit Price Charged	Unit Price Charged (i.e. excluding credits) for the product or service purchased.
Extended Price	Quantity Delivered X Unit Price Charged.

2.17.2 The contractor shall prepare and submit the Missouri Statewide Contract Quarterly Usage Report at the end of each calendar quarter (i.e. March 31, June 30, September 30, December 31) for the purchases made under the contract during the calendar quarter. The Missouri Statewide Contract Quarterly Usage Report must be received by the Division of Purchasing and Materials Management no later than the 15<sup>th</sup> calendar day of the month following the reporting quarter entered on the Missouri Statewide Contract Quarterly Usage Report, unless the 15<sup>th</sup> is not a business day in which case the next business day thereafter shall be

considered the reporting deadline. Even if there has been no usage of the contract during the reporting quarter, the contractor must still submit a report and indicate no purchases were made.

2.17.3 The contractor must submit a Missouri Statewide Contract Quarterly Usage Report electronically either utilizing the "Missouri Statewide Contract Quarterly Usage Report" worksheet included herein in Attachment #8 which is downloadable from <http://content.aa.mo.gov/purchasing/vendor-information> or utilizing another format which is Excel-exportable. The contractor must submit the Missouri Statewide Contract Quarterly Usage Report to the following email address: [ereports@aa.mo.gov](mailto:ereports@aa.mo.gov).

2.17.4 The contractor shall agree that the Division of Purchasing and Materials Management reserves the right to modify the requested format and content of the Missouri Statewide Contract Quarterly Usage Report by providing thirty (30) calendar days' written notice to the contractor. The contractor shall also agree the Division of Purchasing and Materials Management may unilaterally amend the contract, with thirty (30) calendar days' notice to the contractor to change the timing for submission of the Missouri Statewide Contract Quarterly Usage Report. The contractor shall understand and agree that if such an amendment is issued by the Division of Purchasing and Materials Management, the contractor shall comply with all contractual terms, as amended.

## 2.18 Other Contractual Requirements:

2.18.1 Contract - A binding contract shall consist of: (1) the RFP, amendments thereto, and any Best and Final Offer (BAFO) request(s) with RFP changes/additions, (2) the contractor's proposal including any contractor BAFO response(s), (3) clarification of the proposal, if any, and (4) the Division of Purchasing and Materials Management's acceptance of the proposal by "notice of award". All Exhibits and Attachments included in the RFP shall be incorporated into the contract by reference.

a. A notice of award issued by the State of Missouri does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services for the State of Missouri, the contractor must receive a properly authorized purchase order or other form of authorization given to the contractor at the discretion of the state agency.

b. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein.

c. Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the Division of Purchasing and Materials Management prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.

2.18.2 Contract Period - The original contract period shall be as stated on the Notice of Award. The contract shall not bind, nor purport to bind, the state for any contractual commitment in excess of the original contract period. The Division of Purchasing and Materials Management shall have the right, at its sole option, to renew the contract for three (3) additional one-year periods, or any portion thereof. In the event the Division of Purchasing and Materials Management exercises such right, all terms and conditions, requirements and specifications of the contract shall remain the same and apply during the renewal period, pursuant to applicable option clauses of this document.

2.18.3 Renewal Periods - If the option for renewal is exercised by the Division of Purchasing and Materials Management, the contractor shall agree that the prices for the renewal period shall not exceed the maximum price for the applicable renewal period stated on the Pricing Page of the contract.

- a. If renewal prices are not provided, then prices during renewal periods shall be the same as during the original contract period.
- b. In addition, the contractor shall understand and agree that renewal period price increases specified in the contract are not automatic. At the time of contract renewal, if the state determines funding does not permit the specified renewal pricing increase or even a portion thereof, the renewal pricing shall remain the same as during the previous contract period. If such action is rejected by the contractor, the contract may be terminated, and a new procurement process may be conducted. The contractor shall also understand and agree the state may determine funding limitations necessitate a decrease in the contractor's pricing for the renewal period(s). If such action is necessary and the contractor rejects the decrease, the contract may be terminated, and a new procurement process may be conducted.

2.18.4 *Termination* - The Division of Purchasing and Materials Management reserves the right to terminate the contract at any time, for the convenience of the State of Missouri, without penalty or recourse, by giving written notice to the contractor at least thirty (30) calendar days prior to the effective date of such termination. In the event of termination pursuant to this paragraph, all documents, data, reports, supplies, equipment, and accomplishments prepared, furnished or completed by the contractor pursuant to the terms of the contract shall, at the option of the Division of Purchasing and Materials Management, become the property of the State of Missouri. The contractor shall be entitled to receive compensation for services and/or supplies delivered to and accepted by the State of Missouri pursuant to the contract prior to the effective date of termination.

2.18.5 *Transition*:

- a. Upon award of the contract, the contractor shall work with the state agency and any other organizations designated by the state agency to ensure an orderly transition of services and responsibilities under the contract and to ensure the continuity of those services required by the state agency.
- b. Upon expiration, termination, or cancellation of the contract, the contractor shall assist the state agency to ensure an orderly and smooth transfer of responsibility and continuity of those services required under the terms of the contract to an organization designated by the state agency. If requested by the state agency, the contractor shall provide and/or perform any or all of the following responsibilities:
  - 1) The contractor shall deliver, FOB destination, all records, documentation, reports, data, recommendations, or printing elements, etc., which were required to be produced under the terms of the contract to the state agency and/or to the state agency's designee within seven (7) days after receipt of the written request in a format and condition that are acceptable to the state agency.
  - 2) The contractor shall discontinue providing service or accepting new assignments under the terms of the contract, on the date specified by the state agency, in order to ensure the completion of such service prior to the expiration of the contract.

2.18.6 *Contractor Liability* - The contractor shall be responsible for any and all personal injury (including death) or property damage as a result of the contractor's negligence involving any equipment or service provided under the terms and conditions, requirements and specifications of the contract. In addition, the contractor assumes the obligation to save the State of Missouri, including its agencies, employees, and assignees, from every expense, liability, or payment arising out of such negligent act.

- a. The contractor also agrees to hold the State of Missouri, including its agencies, employees, and assignees, harmless for any negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the contractor under the terms of the contract.

- b. The contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the State of Missouri, including its agencies, employees, and assignees.
- c. Under no circumstances shall the contractor be liable for any of the following: (1) third party claims against the state for losses or damages (other than those listed above or (2) economic consequential damages (including lost profits or savings) or incidental damages, even if the contractor is informed of their possibility.

2.18.7 Insurance - The contractor shall understand and agree that the State of Missouri cannot save and hold harmless and/or indemnify the contractor or employees against any liability incurred or arising as a result of any activity of the contractor or any activity of the contractor's employees related to the contractor's performance under the contract. Therefore, the contractor must acquire and maintain adequate liability insurance in the form(s) and amount(s) sufficient to protect the State of Missouri, its agencies, its employees, its clients, and the general public against any such loss, damage and/or expense related to his/her performance under the contract. General and other non-professional liability insurance shall include an endorsement that adds the State of Missouri as an additional insured. Self-insurance coverage or another alternative risk financing mechanism may be utilized provided that such coverage is verifiable and irrevocably reliable and the State of Missouri is protected as an additional insured.

- a. Insurance for Advanced Repair-In the event the contractor provides any advanced repair services, the contractor shall comply with the following insurance requirements:
  - 1) The contractor shall procure and maintain for the duration of the advance repair project a policy or policies of insurance for the protection of both the contractor and the State of Missouri and their respective officers, officials, agents, consultants and employees. The State of Missouri requires certification of insurance coverage from the contractor prior to commencing work.
  - 2) Minimum Scope and Extent of Coverage
    - ✓ General Liability
      - Commercial General Liability, ISO coverage form number or equivalent CG 00 01 ("occurrence" basis), or I-SO coverage form number CG 00 02, or ISO equivalent.
      - If ISO equivalent or manuscript general liability coverage forms are used, minimum coverage will be as follows: Premises/Operations; Independent Contractors; Products/Completed Operations; personal Injury; Broad Form Property Damage including Completed Operations; Broad Form Contractual Liability Coverage to include Contractor's obligations under Article 1.11 Indemnification and any other Special Hazards required by the work of the contract.
    - ✓ Automobile Liability - Business Automobile Liability Insurance, ISO Coverage form number or equivalent CA 00 01 covering automobile liability, code 1 "ANY AUTO".
    - ✓ Workers' Compensation and Employer's Liability - Statutory Workers' Compensation Insurance for Missouri and standard Employer's Liability Insurance, or the authorization to self-insure for such liability from the Missouri Division of Workers' Compensation.
    - ✓ Builder's Risk or Installation Floater Insurance
      - Insurance upon the work and all materials, equipment, supplies, temporary structures and similar items which may be incident to the performance of the work and located at or adjacent to the site, against loss or damage from fire and such other casualties as

are included in extended coverage in broad "All Risk" form, including coverage for Flood and Earthquake, in an amount not less than the replacement cost of the work or the guaranteed-not-to-exceed price for the advance repair project, whichever is greater, with loss payable to contractor and the State of Missouri as their respective interests may appear.

- The contractor shall maintain sufficient insurance to cover the full value of the work and materials as the work progresses, and shall furnish the State of Missouri copies of all endorsements. If Builder's Risk Reporting- Form of Endorsement is used, the contractor shall make all reports as required therein so as to keep in force an amount of insurance which will equal the replacement cost of the work, materials, equipment, supplies, temporary structures, and other property covered thereby; and if, as a result of the contractor's failure to make any such report, the amount of insurance so recoverable shall be less than such replacement cost, contractor's interest in the proceeds of such insurance, if any, shall be subordinated to the State of Missouri's interest to the end that the State of Missouri may receive full reimbursement for its loss.
- ✓ Minimum Limits of Insurance
  - General Liability Contractor: \$2,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage and \$2,000,000 annual aggregate
  - Automobile Liability: \$2,000,000 combined single limit per occurrence for bodily injury and property damage
  - Workers' Compensation and Employers Liability
    - ✓ Workers' Compensation limits as required by applicable State Statutes (generally unlimited) and minimum of \$1,000,000 limit per accident for Employer's Liability.
    - ✓ General Liability and Automobile Liability insurance may be arranged under individual policies for the full limits required or by a combination of underlying policies with the balance provided by a form-following Excess or Umbrella Liability policy.
- ✓ Deductibles and Self-Insured Retentions - All deductibles, co-payment clauses, and self-insured retentions must be declared to and approved by the State of Missouri. The State of Missouri reserves the right to request the reduction or elimination of unacceptable deductibles or self-insured retentions, as they would apply to the State of Missouri, and their respective officers, officials, agents, consultants and employees. Alternatively, the State of Missouri may request the contractor to procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.
- ✓ Other Insurance Provisions and Requirements
  - The respective insurance policies and coverage, as specified below, must contain, or be endorsed to contain the following conditions or provisions:
  - General Liability
    - ✓ The State of Missouri, and its respective commissioners, officers, officials, agents, consultants and employees shall be endorsed as additional insured's by ISO form CG 20 26 Additional Insured - Designated Person or Organization. As additional insured's, they shall be covered as to work performed by or on behalf

- of the contractor or as to liability which arises out of contractor's activities or resulting from the performance of services or the delivery of goods called for by the contract.
- ✓ The contractor's insurance coverage shall be primary with respect to all additional insured's. Insurance of self-insurance programs maintained by the designated additional -insured's shall be excess of the contractor's insurance and shall not contribute with it.
  - ✓ Additionally, the contractor and contractor's general liability insurer shall agree to waive all rights of subrogation against the State of Missouri and any of their respective officers, officials, agents, consultants or employees for claims, losses, or expenses which arise out of contractor's activities or result from the performance of services or the delivery of goods called for by the contract.
  - ✓ The contractor's failure to comply with the terms and conditions of these insurance policies shall not affect or abridge coverage for the State of Missouri, or for any of their officers, officials, agents, consultants or employees.
- Automobile Insurance
    - ✓ The State of Missouri, and their respective officers, officials, agents, consultants and employees shall be endorsed as additional insured's by ISO form CG 20 26 - Additional Insured Designated Person or Organization. As additional insured's, they shall be covered as to work performed by or on behalf of the contractor or as to liability which arises out of contractor's activities or resulting from the performance of services or the delivery of goods called for by the contract.
    - ✓ The contractor's insurance coverage shall be primary with respect to all additional insured's. Insurance or self-insurance programs maintained by the designated additional insured's shall be in excess of the contractor's insurance and shall not contribute with it.
    - ✓ Additionally, the contractor and contractor's automobile insurer shall agree to waive all rights of subrogation against the State of Missouri and any of their respective officers, officials, agents, consultants or employees for claims, losses, or expenses which arise out of contractor's activities or result from the performance of services or the delivery of goods called for by the contract.
      - The contractor's failure to comply with the terms and conditions of these insurance policies shall not affect or abridge coverage for the State of Missouri or for any of its officers, officials, agents, consultants or employees.
  - Workers' Compensation/Employer's Liability - The contractor's workers' compensation insurance shall be endorsed with NCCI form WC 00 03 01 A - Alternative Employer Endorsement. The Alternative Employer Endorsement shall designate the State of Missouri as "alternate employers."
  - ✓ All Coverage's - Each insurance policy required by this section of the contract shall contain a stipulation, endorsed if necessary, that the State of Missouri will receive a minimum of a thirty (30) calendar day advance notice of any policy cancellation. Ten (10) calendar days advance notice is required for policy cancellation due to non-payment of premium.
  - ✓ Insurer Qualifications and Acceptability - Insurance required hereunder shall be issued by an A.M. Best, "B+" rated, Class IX insurance company approved to conduct insurance business in the state of Missouri.
  - ✓ Verification of Insurance Coverage - Prior to State of Missouri issuing a Notice to Proceed, the contractor shall furnish the State of Missouri with Certificate(s) of Insurance

and with any applicable original endorsements evidencing the required insurance coverage. The insurance certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements received by the State of Missouri are subject to review and approval by the State of Missouri. The State of Missouri reserves the right to require certified copies of all required policies at any time. If the scope of this contract will exceed one (1) year - or, if any of contractor's applicable insurance coverage expires prior to completion of the work or services required under an advanced repair project - the contractor will provide a renewal or replacement certificate before continuing work or services hereunder. If the contractor fails to provide documentation of required insurance coverage, the State of Missouri may issue a stop work order and no additional contract completion time and/or compensation shall be granted as a result thereof.

- 2.18.8 Subcontractors - Any subcontracts for the products/services described herein must include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by the contractor and the State of Missouri and to ensure that the State of Missouri is indemnified, saved, and held harmless from and against any and all claims of damage, loss, and cost (including attorney fees) of any kind related to a subcontract in those matters described in the contract between the State of Missouri and the contractor.
- a. The contractor shall expressly understand and agree that he/she shall assume and be solely responsible for all legal and financial responsibilities related to the execution of a subcontract.
  - b. The contractor shall agree and understand that utilization of a subcontractor to provide any of the products/services in the contract shall in no way relieve the contractor of the responsibility for providing the products/services as described and set forth herein.
  - c. The contractor must obtain the approval of the State of Missouri prior to establishing any new subcontracting arrangements and before changing any subcontractors. The approval shall not be arbitrarily withheld.
  - d. Pursuant to subsection 1 of section 285.530, RSMo, no contractor or subcontractor shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. In accordance with sections 285.525 to 285.550, RSMo, a general contractor or subcontractor of any tier shall not be liable when such contractor or subcontractor contracts with its direct subcontractor who violates subsection 1 of section 285.530, RSMo, if the contract binding the contractor and subcontractor affirmatively states that
    - 1) The direct subcontractor is not knowingly in violation of subsection 1 of section 285.530, RSMo, and shall not henceforth be in such violation.
    - 2) The contractor or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subcontractor's employees are lawfully present in the United States.
- 2.18.9 Participation by Other Organizations - The contractor must comply with any Organization for the Blind/Sheltered Workshop participation levels committed to in the contractor's awarded proposal.
- a. The contractor shall prepare and submit to the Division of Purchasing and Materials Management a report detailing all payments made by the contractor to Organizations for the Blind/Sheltered Workshops participating in the contract for the reporting period. The contractor must submit the report on a monthly basis, unless otherwise determined by the Division of Purchasing and Materials Management.
  - b. The Division of Purchasing and Materials Management will monitor the contractor's compliance in meeting the Organizations for the Blind/Sheltered Workshop participation levels committed to in the contractor's awarded proposal. If the contractor's payments to the participating entities are less than

the amount committed, the state may cancel the contract and/or suspend or debar the contractor from participating in future state procurements, or retain payments to the contractor in an amount equal to the value of the participation commitment less actual payments made by the contractor to the participating entity. If the Division of Purchasing and Materials Management determines that the contractor becomes compliant with the commitment, any funds retained as stated above, will be released.

- c. If a participating entity fails to retain the required certification or is unable to satisfactorily perform, the contractor must obtain other organizations for the blind/sheltered workshops to fulfill the participation requirements committed to in the contractor's awarded proposal.
  - 1) The contractor must obtain the written approval of the Division of Purchasing and Materials Management for any new entities. This approval shall not be arbitrarily withheld.
  - 2) If the contractor cannot obtain a replacement entity, the contractor must submit documentation to the Division of Purchasing and Materials Management detailing all efforts made to secure a replacement. The Division of Purchasing and Materials Management shall have sole discretion in determining if the actions taken by the contractor constitute a good faith effort to secure the required participation and whether the contract will be amended to change the contractor's participation commitment.
- d. No later than 30 days after the effective date of the first renewal period, the contractor must submit an affidavit to the Division of Purchasing and Materials Management. The affidavit must be signed by the director or manager of the participating Organizations for the Blind/Sheltered Workshop verifying provision of products and/or services and compliance of all contractor payments made to the Organizations for the Blind/Sheltered Workshops. The contractor may use the affidavit available on the Division of Purchasing and Materials Management's website at <http://content.ia.mo.gov/sites/default/files/bswaffidavit.doc> or another affidavit providing the same information.

2.18.10 Substitution of Personnel - The contractor agrees and understands that any substitution of the specific key individual(s) and/or personnel qualifications identified in the proposal must be with individual(s) of equal or better qualifications than originally proposed.

2.18.11 Authorized Personnel:

- a. The contractor shall only employ personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes but is not limited to the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA) and INA Section 274A.
- b. If the contractor is found to be in violation of this requirement or the applicable state, federal and local laws and regulations, and if the State of Missouri has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States, the state shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar the contractor from doing business with the state. The state may also withhold up to twenty-five percent of the total amount due to the contractor.
- c. The contractor shall agree to fully cooperate with any audit or investigation from federal, state, or local law enforcement agencies.
- d. If the contractor meets the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, the contractor shall maintain enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the contracted services included herein. If the contractor's business status changes during the life of the contract to become

a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, then the contractor shall, prior to the performance of any services as a business entity under the contract:

- 1) Enroll and participate in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND
  - 2) Provide to the Division of Purchasing and Materials Management the documentation required in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program; AND
  - 3) Submit to the Division of Purchasing and Materials Management a completed, notarized Affidavit of Work Authorization provided in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization.
- e. In accordance with subsection 2 of section 285.530, RSMo, the contractor should renew their Affidavit of Work Authorization annually. A valid Affidavit of Work Authorization is necessary to award any new contracts.

#### 2.18.12 Prison Rape Elimination Act (PREA) Requirements:

- a. All of the contractor's employees and agents providing service in the Department of Correction's institution must be at least 18 years of age. A Missouri Uniform Law Enforcement System (MULES) or other background investigation may be required on the contractor's employees and agents before allowing entry into the institution. Such investigation shall be equivalent to investigations required of all personnel employed by the Department of Corrections. The institution shall have the right to deny access into the institution for any of the contractor's employees or agents for any reason. Such denial shall not relieve the contractor of any requirements of the contract.
- b. The contractor's employees and agents under active federal or state felony or misdemeanor supervision must receive written division director approval prior to performing services on a Department contract. Contractors/employees/agents with prior felony convictions and not under active supervision must receive written division director approval in advance.
- c. The contractor, its employees, and others acting under the contractor's control, shall at all times observe and comply with all applicable state statutes, Department of Correction rules, regulations, guidelines, internal management policy and procedures, and general orders of the Department of Corrections that are applicable, regarding operations and activities in and about all Department of Corrections property. Furthermore, the contractor, its agents or employees, shall not obstruct the Department of Corrections nor any of its designated officials from performing their duties in response to court orders or in the maintenance of a secure and safe correctional environment. The contractor shall comply with the Department of Correction's policy and procedures relating to employee conduct.
  - 1) The Department of Corrections has a zero tolerance policy for any form of sexual misconduct to include staff/contractor/volunteer on offender or offender on offender sexual harassment, sexual assault, sexual abusive contact and consensual sex. Any contractor or contractor's employee or agent who witnesses sexual abuse or sexual harassment must immediately report it to the warden. A contractor or contractor's employee or agent who engages in, fails to report, or knowingly condones sexual harassment or sexual contact with or between offenders shall be grounds for canceling the contract and may subject the contractor or contractor's employee or agent to criminal prosecution.
  - 2) Any contractor, contractor's employee or agent who has engaged in sexual abuse in a prison, jail, lockup, community confinement facility, juvenile facility or other institution shall be denied access into the institution.

- d. The contractor and/or contractor's employees and agents shall not interact with the offenders except as is necessary to perform the requirements of the contract. The contractor and/or contractor's employees and agents shall not give anything to nor accept anything from the offenders except in the normal performance of the contract.

2.18.13 Contractor Status - The contractor is an independent contractor and shall not represent the contractor or the contractor's employees to be employees of the State of Missouri or an agency of the State of Missouri. The contractor shall assume all legal and financial responsibility for salaries, taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the State of Missouri, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters.

2.18.14 Coordination - The contractor shall fully coordinate all contract activities with those activities of the state agency. As the work of the contractor progresses, advice and information on matters covered by the contract shall be made available by the contractor to the state agency or the Division of Purchasing and Materials Management throughout the effective period of the contract.

2.18.15 Property of State - All documents, data, reports, supplies, equipment, and accomplishments prepared, furnished, or completed by the contractor pursuant to the terms of the contract shall become the property of the State of Missouri. Upon expiration, termination, or cancellation of the contract, said items shall become the property of the State of Missouri.

2.18.16 Confidentiality:

- a. The contractor shall agree and understand that all discussions with the contractor and all information gained by the contractor as a result of the contractor's performance under the contract shall be confidential and that no reports, documentation, or material prepared as required by the contract shall be released to the public without the prior written consent of the state agency.
- b. If required by the state agency, the contractor and any required contractor personnel must sign specific documents regarding confidentiality, security, or other similar documents upon request. Failure of the contractor and any required personnel to sign such documents shall be considered a breach of contract and subject to the cancellation provisions of this document.

2.18.17 Publicity - Any publicity release mentioning contract activities shall reference the contract number and the state agency. Any publications, including audiovisual items produced with contract funds, shall give credit to the contract and the state agency. The contractor shall obtain approval from the state agency prior to the release of such publicity or publications.

2.18.18 Contractor Equipment Use:

- a. Title - Title to any equipment required by the contract shall be held by and vested in the contractor. The State of Missouri shall not be liable in the event of loss, incident, destruction, theft, damage, etc., for the equipment including, but not limited to, devices, wires, software, technical literature, etc. It shall be the contractor's sole responsibility to obtain insurance coverage for such loss in an amount that the contractor deems appropriate.
- b. Liability - The contractor shall agree that the State of Missouri shall not be responsible for any liability incurred by the contractor or the contractor's employees arising out of the ownership, selection, possession, leasing, rental, operation, control, use, maintenance, delivery, return, and/or installation of equipment provided by the contractor, except as otherwise provided in the contract.

2.18.19 State agency equipment - Equipment purchased by the state agency and placed in the custody of the contractor shall remain the property of the state agency. The contractor must ensure these items are safeguarded and maintained appropriately, and return such equipment to the state agency within the time frame specified by the state agency.

2.18.20 Performance Security Deposit - The contractor must furnish a performance security deposit in the form of an original bond issued by a surety company authorized to do business in the State of Missouri (no copy or facsimile is acceptable), check, cash, bank draft, or irrevocable letter of credit to the Office of Administration, Division of Purchasing and Materials Management within thirty (30) days after award of the contract and prior to performance of service under the contract.

a. The performance security deposit must be made payable to the State of Missouri in an amount equal to the amount listed below for each region awarded.

1) Central	\$375,000
2) Northwest	\$ 60,000
3) Greater Kansas City	\$ 40,000
4) Northeast	\$ 7,500
5) St. Louis	\$100,000
6) Southeast	\$ 12,000
7) Southwest	\$ 65,000

b. The contract number and contract period must be specified on the performance security deposit.

c. In the event the Division of Purchasing and Materials Management exercises an option to renew the contract for an additional period, the contractor shall maintain the validity and enforcement of the security deposit for the said period, pursuant to the provisions of this paragraph, in an amount stipulated at the time of contract renewal.

## 2.19 Federal Funds Requirement:

2.19.1 The contractor shall understand and agree that this procurement may involve the expenditure of federal funds. Therefore, in accordance with the Departments of Labor, Health and Human Services, and Education and Related Agencies Appropriations Act, Public Law 101-166, Section 511, "Steven's Amendment", the contractor shall not issue any statements, press releases, and other documents describing projects or programs funded in whole or in part with Federal funds unless the prior approval of the state agency is obtained and unless they clearly state the following as provided by the state agency:

a. The percentage of the total costs of the program or project which will be financed with Federal funds;

b. The dollar amount of Federal funds for the project or program; and

c. Percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.

### 3. PROPOSAL SUBMISSION INFORMATION

#### 3.1 Proposal Submission Instructions:

3.1.1 ELECTRONIC SUBMISSION OF PROPOSALS THROUGH THE ON-LINE BIDDING/VENDOR REGISTRATION SYSTEM WEB SITE IS NOT AVAILABLE FOR THIS RFP.

3.1.2 When submitting a proposal, the offeror should include two (2) additional copies along with their original proposal. The front cover of the original proposal should be labeled "original" and the front cover of all copies should be labeled "copy". In case of a discrepancy between the original proposal and the copies, the original proposal shall govern. The proposal should be page numbered and the signed page one from the original RFP and all signed amendments should be placed at the beginning of the proposal.

a. Recycled Products - The State of Missouri recognizes the limited nature of our resources and the leadership role of government agencies in regard to the environment. Accordingly, the offeror is requested to print the proposal double sided using recycled paper, if possible, and minimize or eliminate the use of non-recyclable materials such as plastic report covers, plastic dividers, vinyl sleeves, and binding. Lengthy proposals may be submitted in a notebook or binder.

b. Open Records - Pursuant to section 610.021, RSMo, the offeror's proposal shall be considered an open record after a contract is executed or all proposals are rejected. At that time, all proposals are scanned into the Division of Purchasing and Materials Management imaging system.

1) The scanned information will be available for viewing through the Internet from the Division of Purchasing and Materials Management Awarded Proposal & Contract Document Search system. Therefore, the offeror is advised not to include any information in the proposal that the offeror does not want to be viewed by the public, including personal identifying information such as social security numbers.

2) In preparing a proposal, the offeror should be mindful of document preparation efforts for imaging purposes and storage capacity that will be required to image the proposals and should limit proposal content to items that provide substance, quality of content, and clarity of information.

3.1.3 Questions Regarding the RFP – Except as may be otherwise stated herein, the offeror and the offeror's agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all of their questions or comments regarding the RFP, the solicitation process, the evaluation, etc., to the buyer of record indicated on the first page of this RFP. Inappropriate contacts to other personnel are grounds for suspension and/or exclusion from specific procurements. Offerors and their agents who have questions regarding this matter should contact the buyer.

a. The buyer may be contacted via e-mail or phone as shown on the first page, or via facsimile to 573-526-9816.

b. Only those questions which necessitate a change to the RFP will be addressed via an amendment to the RFP. Written records of the questions and answers will not be maintained. Offerors are advised that any questions received less than ten calendar days prior to the RFP opening date may not be addressed.

c. The offeror may contact the Office of Equal Opportunity (OEO) regarding MBE/WBE certification or subcontracting with MBE/WBE companies.

3.2 **Proposal Submittal Documentation** - The offeror should include completed copies of each exhibit and any other documentation requested or required herein with the proposal. The offeror is cautioned that it is the offeror's sole responsibility to submit requested information and that the State of Missouri is under no

obligation to solicit such information if it is not included with the proposal. The offeror's failure to submit such information may adversely affect the evaluation of the proposal.

- 3.2.1 Pricing – The offeror must provide pricing as required on the Pricing Page.
- 3.2.2 Experience - The offeror should complete **Exhibit A** with information related to previous and current services/contracts performed by the offeror's organization which are similar to the requirements of this RFP. If the offeror is proposing an entity other than the offeror to perform the required services, the offeror should also submit the information requested for such proposed subcontractor. If information about current and/or previous experiences is not identified in the proposal or if a sufficient number is not provided, the Division of Purchasing and Materials Management may request such information. If requested, the Division of Purchasing and Materials Management must receive the information by no later than the date specified by the Division of Purchasing and Materials Management at the time of the request.
- 3.2.3 The offeror should complete and submit **Exhibit B**, Miscellaneous Information.
- 3.2.4 Familiarity with the Covered Unit – The offeror must be familiar with the covered units. In order to be considered familiar with the covered units, the offeror must either have inspected the covered units or have a knowledge of the covered units and any existing conditions and factors of the covered units that may affect the performance of the required services.
  - a. The state agencies will provide the Division of Purchasing and Materials Management with the attendance record documenting the offerors who inspected any covered units. The offeror shall be responsible for ensuring the offeror's inspection is documented. If the inspection record does not document the offeror's inspection of the covered unit, the offeror will not be recognized for having inspected the covered unit.
  - b. If the offeror did not inspect the covered unit, the offeror must provide relevant information regarding the offeror's knowledge of the covered unit(s) and any existing conditions and factors of the covered unit(s) that may affect the performance of the required services. Space is provided for the offeror to provide such information on Exhibit B, Miscellaneous Information.
- 3.2.5 Affidavit of Work Authorization and Documentation - Pursuant to section 285.530, RSMo, if the offeror meets the section 285.525, RSMo, definition of a "business entity" (<http://www.moga.mo.gov/statutes/C200-299/285000525.HTM>), the offeror must affirm the offeror's enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services requested herein. The offeror should complete applicable portions of **Exhibit C**, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization. The applicable portions of **Exhibit C** must be submitted prior to an award of a contract.
- 3.2.6 Debarment Certification – The offeror certifies by signing the signature page of this original document and any amendment signature page(s) that the offeror is not presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded from participation, or otherwise excluded from or ineligible for participation under federal assistance programs. The offeror should complete and return the attached certification regarding debarment, etc., **Exhibit D** with the proposal. This document must be satisfactorily completed prior to award of the contract.
- 3.2.7 Business Compliance - The offeror must be in compliance with the laws regarding conducting business in the State of Missouri. The offeror certifies by signing the signature page of this original document and any amendment signature page(s) that the offeror and any proposed subcontractors either are presently in compliance with such laws or shall be in compliance with such laws prior to any resulting contract award. The offeror shall provide documentation of compliance upon request by the Division of Purchasing and

Materials Management. The compliance to conduct business in the state shall include but not necessarily be limited to:

- a. Registration of business name (if applicable)
- b. Certificate of authority to transact business/certificate of good standing (if applicable)
- c. Taxes (e.g., city/county/state/federal)
- d. State and local certifications (e.g., professions/occupations/activities)
- e. Licenses and permits (e.g., city/county license, sales permits)
- f. Insurance (e.g., worker's compensation/unemployment compensation)

**3.3 Competitive Negotiation of Proposals** - The offeror is advised that under the provisions of this Request for Proposal, the Division of Purchasing and Materials Management reserves the right to conduct negotiations of the proposals received or to award a contract without negotiations. If such negotiations are conducted, the following conditions shall apply:

3.3.1 Negotiations may be conducted in person, in writing, or by telephone.

3.3.2 Negotiations will only be conducted with potentially acceptable proposals. The Division of Purchasing and Materials Management reserves the right to limit negotiations to those proposals which received the highest rankings during the initial evaluation phase. All offerors involved in the negotiation process will be invited to submit a best and final offer.

3.3.3 Terms, conditions, prices, methodology, or other features of the offeror's proposal may be subject to negotiation and subsequent revision. As part of the negotiations, the offeror may be required to submit supporting financial, pricing and other data in order to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the proposal.

3.3.4 The mandatory requirements of the Request for Proposal shall not be negotiable and shall remain unchanged unless the Division of Purchasing and Materials Management determines that a change in such requirements is in the best interest of the State of Missouri.

**3.4 Evaluation and Award Process** - Proposals will be evaluated and awards made as specified below:

3.4.1 Separate evaluations shall be conducted for each region and awards made accordingly.

3.4.2 Determination of Lowest Priced Offeror including Consideration of Preferences – The offeror with the most points after completing the cost calculations and determining bonus points for each region as specified below is considered the lowest offeror.

a. Objective Evaluation of Cost – The objective evaluation of cost shall be conducted as follows:

- 1) The cost evaluation shall be based on a total cost determined using the quantities provided below and the firm fixed prices stated on the Pricing Page for the original contract period and each potential renewal period.
  - Twelve (12) months or four (4) quarters or two (2) semi-annuals preventative maintenance on each covered unit in the region proposed
  - Ten (10) hours of service request for a mechanic
  - Ten (10) hours of service request for an apprentice
  - Five (5) hours of immediate service for a mechanic
  - Five (5) hours of immediate service for an apprentice
  - Two (2) hours of emergency service for a mechanic
  - Two (2) hours of emergency service for an apprentice
  - Ten (10) hours of Basic Repairs for a mechanic

- Ten (10) hours of Basic Repairs for a technician
  - \$10,000 worth of parts/materials. The \$10,000 worth of parts/materials shall not be included in the cost evaluation, only the total of the percentage of the actual net cost of the parts and materials shall be included.
- 2) Cost points shall be computed from the result of the calculation stated above using a scale of 200 possible points and the following formula:

$$\frac{\text{Lowest Responsive Offeror's Price}}{\text{Compared Offeror's Price}} \times 200 = \text{Cost evaluation points}$$

- 3) Offerors shall agree and understand that the quantities used in the evaluation of cost are provided solely to document how cost will be evaluated. The State of Missouri makes no guarantee regarding the accuracy of the quantities stated nor does the State of Missouri intend to imply that the figures used for the cost evaluation in any way reflect actual nor anticipated usage.
- b. Organizations for the Blind and Sheltered Workshop Preference - Pursuant to section 34.165, RSMo, and 1 CSR 40-1.050, a ten (10) bonus point preference shall be granted to offerors including products and/or services manufactured, produced or assembled by a qualified nonprofit organization for the blind established pursuant to 41 U.S.C. sections 46 to 48c or a sheltered workshop holding a certificate of approval from the Department of Elementary and Secondary Education pursuant to section 178.920, RSMo.
- 1) In order to qualify for the ten bonus points, the following conditions must be met and the following evidence must be provided:
- The offeror must either be an *organization for the blind or sheltered workshop* or must be proposing to utilize an organization for the blind/sheltered workshop as a subcontractor and/or supplier in an amount that must equal the greater of \$5,000 or 2% of the total dollar value of the contract for purchases not exceeding \$10 million.
  - The *services performed or the products provided* by the organization for the blind or sheltered workshop must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract. Therefore, if the services performed or the products provided by the organization for the blind or sheltered workshop is utilized, to any extent, in the offeror's obligations outside of the contract, it shall not be considered a valid added value to the contract and shall not qualify as participation in accordance with this clause.
  - If the offeror is proposing participation by an organization for the blind or sheltered workshop, in order to receive evaluation consideration for participation by the organization for the blind or sheltered workshop, the offeror must provide the following information with the proposal:
    - ✓ Participation Commitment - The offeror must complete **Exhibit E, Participation Commitment**, by identifying the organization for the blind or sheltered workshop and the commercially useful products/services to be provided by the listed organization for the blind or sheltered workshop. If the offeror submitting the proposal is an organization for the blind or sheltered workshop, the offeror must be listed in the appropriate table on the Participation Commitment Form.

- ✓ Documentation of Intent to Participate – The offeror must either provide a properly completed **Exhibit F**, Documentation of Intent to Participate Form, signed and dated no earlier than the RFP issuance date by the organization for the blind or sheltered workshop proposed or must provide a recently dated letter of intent signed and dated no earlier than the RFP issuance date by the organization for the blind or sheltered workshop which: (1) must describe the products/services the organization for the blind/sheltered workshop will provide and (2) should include evidence of the organization for the blind/sheltered workshop qualifications (e.g. copy of certificate or Certificate Number for Missouri Sheltered Workshop).

NOTE: If the offeror submitting the proposal is an organization for the blind or sheltered workshop, the offeror is not required to complete **Exhibit F**, Documentation of Intent to Participate Form or provide a recently dated letter of intent.

- 2) A list of Missouri sheltered workshops can be found at the following Internet address:  
<http://dese.mo.gov/se/sw/se-sw-directories.html>
- 3) The websites for the Missouri Lighthouse for the Blind and the Alphapointe Association for the Blind can be found at the following Internet addresses:  
<http://www.lhbindustries.com>  
<http://www.alphapointe.org>
- 4) Commitment – If the offeror's proposal is awarded, the organization for the blind or sheltered workshop participation committed to by the offeror on **Exhibit E**, Participation Commitment, shall be interpreted as a contractual requirement.
  - c. Missouri Service-Disabled Veteran Business Enterprise Preference - Pursuant to section 34.074, RSMo, and 1 CSR 40-1.050, a three (3) bonus point preference shall be granted to offerors who qualify as Missouri service-disabled veteran business enterprises and who complete and submit **Exhibit G**, Missouri Service-Disabled Veteran Business Enterprise Preference with the proposal. If the proposal does not include the completed **Exhibit G** and the documentation specified on **Exhibit G** in accordance with the instructions provided therein, no preference points will be applied.
- 3.4.3 Determination of Responsiveness - Any proposal which does not comply with the mandatory requirements of the RFP will be determined to be non-responsive and will not be considered for an award.
- 3.4.4 Determination of Responsibility and Reliability - The state shall determine the responsibility and reliability of the lowest responsive offeror.
  - a. The State of Missouri reserves the right to reject any proposal for reasons which may include but not necessarily be limited to: (1) receipt of any information, from any source, regarding unsatisfactory experience/performance of similar services by the offeror or any subcontractor(s) proposed to provide the elevator/escalator maintenance or repair services within the past three (3) years, **or** (2) inability of the offeror to document recent responsible and reliable past experience/performances similar to the services required.
  - b. If the lowest responsive offeror is determined to not be responsible and reliable, the state shall conduct a determination of responsibility and reliability for the next lowest responsive offeror.
- 3.4.5 Determination of Award – The contract will be awarded to the lowest, responsive, and responsible and reliable offeror for each region determined as specified herein.

**4. PRICING PAGE**

**4.1** For each region proposed, the offeror shall provide firm, fixed prices for all covered units in the proposed region for the original contract period and a maximum price for each potential renewal period for providing the services in accordance with the provisions and requirements of this RFP. **All costs associated with providing the required services shall be included in the stated price(s).** (c/s code 91014)

**4.2 Central Region** – In the event the offeror is proposing to provide services in the Central Region, the offeror shall provide prices for each of the following:

**4.2.1 Preventive Maintenance Service by Covered Unit:** The offeror shall provide a firm, fixed price for the original contract period and a maximum price for each potential renewal period for Preventive Maintenance services for each covered unit listed below.

a. **Monthly Preventative Maintenance:** The offeror shall provide a firm, fixed price per month for the original contract period and a maximum price for each potential renewal period for Preventive Maintenance services for each covered unit listed below.

<b>CENTRAL REGION – Monthly Preventative Maintenance</b>							
Line Item	Location of Covered Unit	Manufacturer/Type	Equip ID	Original Contract Period Firm, Fixed Price per Month	1 <sup>st</sup> Renewal Option Period Maximum Price per Month	2 <sup>nd</sup> Renewal Option Period Maximum Price per Month	3 <sup>rd</sup> Renewal Option Period Maximum Price per Month
<b>Broadway State Office Building</b>							
001	Elevator 1	Otis-Motion Control Passenger-Traction	907	\$ _____	\$ _____	\$ _____	\$ _____
002	Elevator 2	Otis-Motion Control Passenger-Traction	905	\$ _____	\$ _____	\$ _____	\$ _____
003	Elevator 3	Otis-Motion Control Passenger-Traction	906	\$ _____	\$ _____	\$ _____	\$ _____
<b>Capital West Garage</b>							
004	Elevator 1	Mont Passenger-Hydraulic	886	\$ _____	\$ _____	\$ _____	\$ _____
005	Escalator 1-Down	Kone Escalator	887	\$ _____	\$ _____	\$ _____	\$ _____
006	Escalator 2-Up	Mont Escalator	891	\$ _____	\$ _____	\$ _____	\$ _____
<b>Employment Security Building</b>							
007	Elevator 1	Dover Passenger-Hydraulic	9421	\$ _____	\$ _____	\$ _____	\$ _____
008	Elevator 2	Dover Passenger-Hydraulic	9422	\$ _____	\$ _____	\$ _____	\$ _____

CENTRAL REGION – Monthly Preventative Maintenance							
Line Item	Location of Covered Unit	Manufacturer/Type	Equip ID	Original Contract Period Firm, Fixed Price per Month	1 <sup>st</sup> Renewal Option Period Maximum Price per Month	2 <sup>nd</sup> Renewal Option Period Maximum Price per Month	3 <sup>rd</sup> Renewal Option Period Maximum Price per Month
009	Elevator 3	Dover Passenger-Hydraulic	9423	\$ _____	\$ _____	\$ _____	\$ _____
<b>Feed/Seed Lab</b>							
010	Lobby	Otis Passenger-Hydraulic	898	\$ _____	\$ _____	\$ _____	\$ _____
<b>Fulton State Hospital</b>							
011	Guhleman Bldg E=#8	Miller Passenger-Hydraulic	8251	\$ _____	\$ _____	\$ _____	\$ _____
012	Guhleman Bldg E=#9	Miller Passenger-Hydraulic	8252	\$ _____	\$ _____	\$ _____	\$ _____
013	Guhleman Bldg West-#6	Miller/VMI Passenger-Hydraulic	8249	\$ _____	\$ _____	\$ _____	\$ _____
014	Guhleman Bldg West-#5	Miller/VMI Passenger-Hydraulic	14744	\$ _____	\$ _____	\$ _____	\$ _____
015	Guhleman Bldg E=#7	Miller Passenger-Hydraulic	8250	\$ _____	\$ _____	\$ _____	\$ _____
016	Guhleman Bldg West-#4	Miller/Veritron Passenger-Hydraulic	8248	\$ _____	\$ _____	\$ _____	\$ _____
017	Cremer Bldg	Long Elevator/MCE Passenger-Hydraulic	8253	\$ _____	\$ _____	\$ _____	\$ _____
018	Biggs 1-#12	Otis/MCE Passenger-Traction	8255	\$ _____	\$ _____	\$ _____	\$ _____
019	Biggs 2#13 Center	Otis Passenger-Traction	8256	\$ _____	\$ _____	\$ _____	\$ _____
020	Supply Warehouse-#14	Long Freight-Hydraulic	8257	\$ _____	\$ _____	\$ _____	\$ _____
<b>Missouri State Highway Patrol</b>							
021	Lobby Main Building	Mont/ Passenger-Traction	9238	\$ _____	\$ _____	\$ _____	\$ _____
		Mont/ Passenger-	0235	\$ _____	\$ _____	\$ _____	\$ _____

CENTRAL REGION – Monthly Preventative Maintenance							
Line Item	Location of Covered Unit	Manufacturer/Type	Equip ID	Original Contract Period Firm, Fixed Price per Month	1 <sup>st</sup> Renewal Option Period Maximum Price per Month	2 <sup>nd</sup> Renewal Option Period Maximum Price per Month	3 <sup>rd</sup> Renewal Option Period Maximum Price per Month
<b>Governor's Mansion</b>							
025	Lobby	Mont/Passenger-Traction	7252	\$ _____	\$ _____	\$ _____	\$ _____
<b>Howerton Building</b>							
026	Lobby Elevator 1	Dover/ Passenger-Hydraulic	899	\$ _____	\$ _____	\$ _____	\$ _____
027	Lobby Elevator 2	Dover/ Passenger-Hydraulic	900	\$ _____	\$ _____	\$ _____	\$ _____
<b>James C. Kirkpatric State Information Center</b>							
028	Elevator 1A South Left	Westinghouse/ Passenger-Hydraulic	903	\$ _____	\$ _____	\$ _____	\$ _____
029	Elevator 2-Service Dock	Westinghouse/ Passenger-Hydraulic	901	\$ _____	\$ _____	\$ _____	\$ _____
030	Elevator 3	Westinghouse/ Freight-Hydraulic	904	\$ _____	\$ _____	\$ _____	\$ _____
031	Elevator 4-1B North Right	Westinghouse/ Passenger-Hydraulic	902	\$ _____	\$ _____	\$ _____	\$ _____
<b>Jefferson Building</b>							
032	Elevator 1	Mont/ Passenger-Traction	897	\$ _____	\$ _____	\$ _____	\$ _____
033	Elevator 2	Mont/ Passenger-Traction	896	\$ _____	\$ _____	\$ _____	\$ _____
034	Elevator 3	Mont/ Passenger-Traction	895	\$ _____	\$ _____	\$ _____	\$ _____
035	Elevator 4	Mont/ Passenger-Traction	894	\$ _____	\$ _____	\$ _____	\$ _____
036	Elevator 5	Mont/ Passenger-Traction	893	\$ _____	\$ _____	\$ _____	\$ _____
037	Elevator 6	Mont/ Freight-Traction	892	\$ _____	\$ _____	\$ _____	\$ _____
<b>Labor &amp; Industrial Relations</b>							
038	Elevator 1 Lobby	Dover/ Passenger-Hydraulic	1147	\$ _____	\$ _____	\$ _____	\$ _____

CENTRAL REGION – Monthly Preventative Maintenance							
Line Item	Location of Covered Unit	Manufacturer/Type	Equip ID	Original Contract Period Firm, Fixed Price per Month	1 <sup>st</sup> Renewal Option Period Maximum Price per Month	2 <sup>nd</sup> Renewal Option Period Maximum Price per Month	3 <sup>rd</sup> Renewal Option Period Maximum Price per Month
<b>Lewis &amp; Clark State Office Building</b>							
039	Elevator 1-Left	Schindler/ Passenger-Hydraulic	14365	\$ _____	\$ _____	\$ _____	\$ _____
040	Elevator 2-Center	Schindler/ Passenger-Hydraulic	14366	\$ _____	\$ _____	\$ _____	\$ _____
041	Elevator 3-Right	Schindler/ Passenger-Hydraulic	14367	\$ _____	\$ _____	\$ _____	\$ _____
<b>Marshall Habilitation Center</b>							
042	L Bldg-#5	Dover/ Passenger-Hydraulic	10328	\$ _____	\$ _____	\$ _____	\$ _____
043	Spainhower Bldg	Mont/ Passenger-Hydraulic	10329	\$ _____	\$ _____	\$ _____	\$ _____
044	J Bldg-#4	KONE/MCE/ Passenger-Hydraulic	10480	\$ _____	\$ _____	\$ _____	\$ _____
045	Hosp Acute East	Dover/ Passenger-Hydraulic	10633	\$ _____	\$ _____	\$ _____	\$ _____
046	#2 Main Hosp.	Mont/ Passenger-Traction	9760	\$ _____	\$ _____	\$ _____	\$ _____
047	Contracts/ Laundry	MCE/MEI/ Passenger-Hydraulic	14142	\$ _____	\$ _____	\$ _____	\$ _____
<b>George Washington Carver Office Building</b>							
048	Rear	Otis/Esco/ Passenger-Hydraulic	7085	\$ _____	\$ _____	\$ _____	\$ _____
<b>Missouri School for the Deaf</b>							
049	Lobby	Mont/ Passenger-Hydraulic	268	\$ _____	\$ _____	\$ _____	\$ _____
050	Lobby	Mont/ Passenger-Hydraulic	269	\$ _____	\$ _____	\$ _____	\$ _____
051	Lobby	Otis/ Passenger-Hydraulic	271	\$ _____	\$ _____	\$ _____	\$ _____
<b>New Health Lab</b>							
052	Elevator 1	ThyssenKrupp/ Passenger-Traction	16250	\$ _____	\$ _____	\$ _____	\$ _____

CENTRAL REGION - Monthly Preventative Maintenance							
Line Item	Location of Covered Unit	Manufacturer/Type	Equip ID	Original Contract Period Firm, Fixed Price per Month	1 <sup>st</sup> Renewal Option Period Maximum Price per Month	2 <sup>nd</sup> Renewal Option Period Maximum Price per Month	3 <sup>rd</sup> Renewal Option Period Maximum Price per Month
053	Elevator 2	ThyssenKrupp/ Passenger-Traction	16251	\$ _____	\$ _____	\$ _____	\$ _____
<b>Sedalia Career Center</b>							
054	Main	Dover/ Passenger- Hydraulic	2614	\$ _____	\$ _____	\$ _____	\$ _____
<b>State Capitol Building</b>							
055	Elevator 1	Mont/ Passenger- Traction	881	\$ _____	\$ _____	\$ _____	\$ _____
056	Elevator 2	Mont/ Passenger- Traction	882	\$ _____	\$ _____	\$ _____	\$ _____
057	Elevator 3	Mont/ Passenger- Traction	880	\$ _____	\$ _____	\$ _____	\$ _____
058	Elevator 4	Kone/ Passenger- Traction	885	\$ _____	\$ _____	\$ _____	\$ _____
059	Elevator 5	Mon/ Passenger- Traction	883	\$ _____	\$ _____	\$ _____	\$ _____
060	Elevator 6	Mont/ Passenger- Traction	884	\$ _____	\$ _____	\$ _____	\$ _____
<b>Supreme Court Building</b>							
061	Lobby	Mont/ Passenger- Traction	377	\$ _____	\$ _____	\$ _____	\$ _____
<b>Troop I Headquarters</b>							
062	East End of Bldg.	Otis/ Passenger- Hydraulic	10207	\$ _____	\$ _____	\$ _____	\$ _____
<b>Truman State Office Building</b>							
063	Elevator 1	Dover/ Passenger- Traction	1155	\$ _____	\$ _____	\$ _____	\$ _____
064	Elevator 2	Dover/ Passenger- Traction	1156	\$ _____	\$ _____	\$ _____	\$ _____
065	Elevator 3	Dover/ Passenger- Traction	1157	\$ _____	\$ _____	\$ _____	\$ _____
066	Elevator 4	Dover/ Passenger- Traction	1158	\$ _____	\$ _____	\$ _____	\$ _____
067	Elevator 5	Dover/ Passenger- Traction	1159	\$ _____	\$ _____	\$ _____	\$ _____
068	Elevator 6	Dover/ Passenger- Traction	1160	\$ _____	\$ _____	\$ _____	\$ _____
069	Elevator 7	Dover/ Passenger- Traction	1161	\$ _____	\$ _____	\$ _____	\$ _____

CENTRAL REGION - Monthly Preventative Maintenance							
Line Item	Location of Covered Unit	Manufacturer/Type	Equip ID	Original Contract Period Firm, Fixed Price per Month	1 <sup>st</sup> Renewal Option Period Maximum Price per Month	2 <sup>nd</sup> Renewal Option Period Maximum Price per Month	3 <sup>rd</sup> Renewal Option Period Maximum Price per Month
070	Elevator 8	Dover/ Passenger-Traction	1162	\$ _____	\$ _____	\$ _____	\$ _____
071	Elevator 9	Dover/ Passenger Hydraulic	1163	\$ _____	\$ _____	\$ _____	\$ _____
072	Elevator 10	Dover/ Passenger Hydraulic	1164	\$ _____	\$ _____	\$ _____	\$ _____
073	Elevator 11-Dock/Kitchen	Mont/ Freight-Hydraulic	1165	\$ _____	\$ _____	\$ _____	\$ _____
074	Elevator 12-Computer Room	Mont/ Passenger Hydraulic	1166	\$ _____	\$ _____	\$ _____	\$ _____
075	Elevator 13	Dover/ Passenger-Traction	1167	\$ _____	\$ _____	\$ _____	\$ _____
076	Elevator 14	Dover/ Passenger-Traction	1168	\$ _____	\$ _____	\$ _____	\$ _____
077	Escalator 1-Up 1 to 2	Mont/ Escalator	1169	\$ _____	\$ _____	\$ _____	\$ _____
078	Escalator 2-Down 2 to 1	Mont/ Escalator	1170	\$ _____	\$ _____	\$ _____	\$ _____
079	Escalator 3-Up 2 to 3	Mont/ Escalator	1171	\$ _____	\$ _____	\$ _____	\$ _____
080	Escalator 4-Down 3 to 2	Mont/ Escalator	1172	\$ _____	\$ _____	\$ _____	\$ _____
081	Escalator 5-Up 3 to 4	Mont/ Escalator	1173	\$ _____	\$ _____	\$ _____	\$ _____
082	Escalator 6-Down 4 to 3	Mont/ Escalator	1174	\$ _____	\$ _____	\$ _____	\$ _____
<b>Senate Garage</b>							
083	Center Parking	Otis/ Passenger-Traction	888	\$ _____	\$ _____	\$ _____	\$ _____
<b>Missouri Department of Transportation</b>							
084	Comm. Admin Bldg	Otis/Passenger-Geared	146910	\$ _____	\$ _____	\$ _____	\$ _____
085	Admin Bldg-Lobby	Mont/Passenger-Geared	17705	\$ _____	\$ _____	\$ _____	\$ _____
086	Admin. Bldg-Lobby	Mont/Freight-Geared	17704	\$ _____	\$ _____	\$ _____	\$ _____
087	Admin Bldg-Lobby	Mont/Freight-Hydraulic	18181	\$ _____	\$ _____	\$ _____	\$ _____
088	Admin Bldg-Lobby	Garaventa/Chair Lift-Geared	24603	\$ _____	\$ _____	\$ _____	\$ _____

CENTRAL REGION – Monthly Preventative Maintenance							
Line Item	Location of Covered Unit	Manufacturer/Type	Equip ID	Original Contract Period Firm, Fixed Price per Month	1 <sup>st</sup> Renewal Option Period Maximum Price per Month	2 <sup>nd</sup> Renewal Option Period Maximum Price per Month	3 <sup>rd</sup> Renewal Option Period Maximum Price per Month
089	Admin. Bldg-Lobby	US Elevator/Passenger -Hydraulic	10090	\$ _____	\$ _____	\$ _____	\$ _____
090	Central Warehouse	KONE	20343	\$ _____	\$ _____	\$ _____	\$ _____
<b>Missouri Veteran's Home - Mexico</b>							
091	E-1	Montgomery/ Passenger	CP50850	\$ _____	\$ _____	\$ _____	\$ _____
092	E-2	Montgomery/ Passenger	CP50851	\$ _____	\$ _____	\$ _____	\$ _____
093	E-3	Montgomery/ Freight	CP50852	\$ _____	\$ _____	\$ _____	\$ _____
<b>Missouri Veterans Home – St. James</b>							
094	Dock Area	Dover/ Freight - Hydraulic	7093	\$ _____	\$ _____	\$ _____	\$ _____
<b>Department of Agriculture - Missouri State Fair</b>							
095	Grandstand-South End	Otis/Hydraulic	6686	\$ _____	\$ _____	\$ _____	\$ _____
096	Admin-Front/South Entrance	Otis/Hydraulic	6685	\$ _____	\$ _____	\$ _____	\$ _____
097	Historic/Administration Building-Center	Otis/Hydraulic	6689	\$ _____	\$ _____	\$ _____	\$ _____
098	Youth Dorm-West Side	Otis/Hydraulic	6687	\$ _____	\$ _____	\$ _____	\$ _____
099	Floriculture Bldg- SE Corner	Otis/Hydraulic	6684	\$ _____	\$ _____	\$ _____	\$ _____
100	Fine Arts Bldg – SW Corner	Otis/Hydraulic	6688	\$ _____	\$ _____	\$ _____	\$ _____
101	Coliseum East End	Inclinor	22030	\$ _____	\$ _____	\$ _____	\$ _____
<b>United States Post Office</b>							
102	#1	Montgomery	4987	\$ _____	\$ _____	\$ _____	\$ _____

b. Quarterly Preventative Maintenance: The offeror shall provide a firm, fixed price per quarter for the original contract period and a maximum price for each potential renewal period for Preventive Maintenance services for each covered unit listed below.

<b>CENTRAL REGION - Quarterly Preventative Maintenance</b>							
Line Item	Location of Covered Unit	Manufacturer/Type	Equip ID	Original Contract Period Firm, Fixed Price per Quarter	1 <sup>st</sup> Renewal Option Period Maximum Price per Quarter	2 <sup>nd</sup> Renewal Option Period Maximum Price per Quarter	3 <sup>rd</sup> Renewal Option Period Maximum Price per Quarter
<b>Algoa Correctional Center</b>							
103	Kitchen-Food Service	Esco Freight-Hydraulic	2394	\$ _____	\$ _____	\$ _____	\$ _____
<b>Fulton Reception Diagnostic Correctional Center-CTCC</b>							
104	East Wing	Otis Passenger-Traction	2820	\$ _____	\$ _____	\$ _____	\$ _____
105	West Wing	Otis Passenger-Traction	2841	\$ _____	\$ _____	\$ _____	\$ _____
<b>Moberly Correctional Center</b>							
106	Lobby	Esco/ Passenger-Hydraulic	13086	\$ _____	\$ _____	\$ _____	\$ _____
<b>Missouri Vocational Enterprises-1655 Industrial</b>							
107	#1	Otis	9607	\$ _____	\$ _____	\$ _____	\$ _____

- c. Semi-Annual Preventative Maintenance: The offeror shall provide a firm, fixed semi-annual price for the original contract period and a maximum price for each potential renewal period for Preventive Maintenance services for each covered unit listed below.

<b>CENTRAL REGION - Semi-Annual Preventative Maintenance</b>							
Line Item	Location of Covered Unit	Manufacturer/Type	Equip ID	Original Contract Period Firm, Fixed Price per Semi-Annual	1 <sup>st</sup> Renewal Option Period Maximum Price per Semi-Annual	2 <sup>nd</sup> Renewal Option Period Maximum Price per Semi-Annual	3 <sup>rd</sup> Renewal Option Period Maximum Price per Semi-Annual
<b>Jefferson City Correctional Center</b>							
108	West Center	Kone/ Passenger-Hydraulic	13858	\$ _____	\$ _____	\$ _____	\$ _____
<b>Missouri Vocational Enterprises-1717 Industrial</b>							
109	#1	Montgomery	9719	\$ _____	\$ _____	\$ _____	\$ _____
110	#2	Montgomery	9720	\$ _____	\$ _____	\$ _____	\$ _____

4.2.2 Service Requests: The offeror shall provide a firm, fixed price per hour for the original contract period and a maximum price for each potential renewal period for on-site service requests performed by the mechanic and apprentice.

Line #	Service	Original Contract Period Firm, Fixed Price per Hour	1 <sup>st</sup> Renewal Option Period Maximum Price per Hour	2 <sup>nd</sup> Renewal Option Period Maximum Price per Hour	3 <sup>rd</sup> Renewal Option Period Maximum Price per Hour
111	Service Request Performed by a Mechanic	\$ _____	\$ _____	\$ _____	\$ _____
112	Service Request Performed by an Apprentice	\$ _____	\$ _____	\$ _____	\$ _____
113	Immediate Service Performed by a Mechanic	\$ _____	\$ _____	\$ _____	\$ _____
114	Immediate Service Performed by an Apprentice	\$ _____	\$ _____	\$ _____	\$ _____
115	Emergency Service Performed by a Mechanic	\$ _____	\$ _____	\$ _____	\$ _____
116	Emergency Service Performed by an Apprentice	\$ _____	\$ _____	\$ _____	\$ _____

4.2.3 Repair Services: The offeror shall provide a firm, fixed price per hour for the original contract period and a maximum price for each potential renewal period for on-site Basic Repair Services performed by the mechanic and technician. In addition, the offeror shall state a firm, fixed percentage over the actual net cost for parts and materials. The offeror shall agree and understand that the percentage over net cost shall remain firm and unchanged for the entire term of the contract.

Line #	Service	Original Contract Period Firm, Fixed Price per Hour	1 <sup>st</sup> Renewal Option Period Maximum Price per Hour	2 <sup>nd</sup> Renewal Option Period Maximum Price per Hour	3 <sup>rd</sup> Renewal Option Period Maximum Price per Hour
117	Basic Repair Service Performed by a Mechanic	\$ _____ Firm, Fixed Price per Hour	\$ _____ Firm, Fixed Price per Hour	\$ _____ Firm, Fixed Price per Hour	\$ _____ Firm, Fixed Price per Hour
118	Basic Repair Service Performed by an Technician	\$ _____ Firm, Fixed Price per Hour	\$ _____ Firm, Fixed Price per Hour	\$ _____ Firm, Fixed Price per Hour	\$ _____ Firm, Fixed Price per Hour
119	Percentage Over Actual Net Cost for Parts/Materials	_____ %			

4.2.4 Pre-Maintenance Repairs/Services – The offeror must submit an itemized list of repairs/services found to be needed, based on the offeror’s inspection of the covered units, to restore each covered unit to optimum working order and first class operating condition and a firm, fixed total price for such repairs/services. If additional space is needed, copy this page and submit with proposal.

Building and Location of Covered Unit	Repairs Needed	Firm, Fixed Price
		\$ _____
		\$ _____
		\$ _____
		\$ _____
		\$ _____
		\$ _____
		\$ _____
		\$ _____
		\$ _____
		\$ _____
		\$ _____
		\$ _____
		\$ _____
		\$ _____
		\$ _____
Total Firm, Fixed Price for Pre-Maintenance Repairs/Services for All Covered Units		\$ _____



4.3 **Greater Kansas City Region** – In the event the offeror is proposing to provide services in the Greater Kansas City Region, the offeror shall provide prices for each of the following:

4.3.1 Preventive Maintenance Service by Covered Unit: The offeror shall provide a firm, fixed price for the original contract period and a maximum price for each potential renewal period for Preventive Maintenance services for each covered unit listed below.

a. Monthly Preventative Maintenance: The offeror shall provide a firm, fixed price per month for the original contract period and a maximum price for each potential renewal period for Preventive Maintenance services for each covered unit listed below.

<b>GREATER KANSAS CITY REGION – Monthly Preventative Maintenance</b>							
Line Item	Location of Covered Unit	Manufacturer/Type	Equip ID	Original Contract Period Firm, Fixed Price per Month	1 <sup>st</sup> Renewal Option Period Maximum Price per Month	2 <sup>nd</sup> Renewal Option Period Maximum Price per Month	3 <sup>rd</sup> Renewal Option Period Maximum Price per Month
<b>Department of Labor &amp; Industrial Relations Building</b>							
120	Main Lobby	Kone/ Passenger	15652	\$ <u>145.00</u>	\$ <u>149.00</u>	\$ <u>153.00</u>	\$ <u>157.00</u>
<b>Fletcher Daniels State Office Building</b>							
121	#1	Mont/ Passenger-Traction	1151	\$ <u>250.00</u>	\$ <u>257.00</u>	\$ <u>264.00</u>	\$ <u>271.00</u>
122	#2	Mont/ Passenger-Traction	1152	\$ <u>250.00</u>	\$ <u>257.00</u>	\$ <u>264.00</u>	\$ <u>271.00</u>
123	#3	Mont/ Passenger-Traction	1153	\$ <u>250.00</u>	\$ <u>257.00</u>	\$ <u>264.00</u>	\$ <u>271.00</u>
124	#4-Dock	Mont/ Freight-Traction	1154	\$ <u>275.00</u>	\$ <u>283.00</u>	\$ <u>291.00</u>	\$ <u>299.00</u>
<b>Kansas City Regional Center</b>							
125	Main Bldg	Dover/ Passenger Hydraulic	10333	\$ <u>150.00</u>	\$ <u>154.00</u>	\$ <u>158.00</u>	\$ <u>162.00</u>
<b>Troop A Headquarters</b>							
126	Main Lobby	Mont/ Passenger-Traction	2083	\$ <u>150.00</u>	\$ <u>154.00</u>	\$ <u>158.00</u>	\$ <u>162.00</u>
<b>Center for Behavioral Medicine</b>							
127	South #1	Otis/ Passenger Hydraulic	13202	\$ <u>150.00</u>	\$ <u>154.00</u>	\$ <u>158.00</u>	\$ <u>162.00</u>
128	South #2	Otis/ Passenger Hydraulic	13203	\$ <u>150.00</u>	\$ <u>154.00</u>	\$ <u>158.00</u>	\$ <u>162.00</u>
129	North #1	Otis/ Passenger Hydraulic	13200	\$ <u>145.00</u>	\$ <u>149.00</u>	\$ <u>153.00</u>	\$ <u>157.00</u>
130	North #2	Otis/ Passenger Hydraulic	13201	\$ <u>145.00</u>	\$ <u>149.00</u>	\$ <u>153.00</u>	\$ <u>157.00</u>

GREATER KANSAS CITY REGION – Monthly Preventative Maintenance							
Line Item	Location of Covered Unit	Manufacturer/Type	Equip ID	Original Contract Period Firm, Fixed Price per Month	1 <sup>st</sup> Renewal Option Period Maximum Price per Month	2 <sup>nd</sup> Renewal Option Period Maximum Price per Month	3 <sup>rd</sup> Renewal Option Period Maximum Price per Month
<b>Missouri Veterans Home - Warrensburg</b>							
131	Service Hall	Schumacher / Freight Hydraulic	6635	\$ 160.00	\$ 164.00	\$ 164.00	\$ 164.00
<b>Waverly Regional Youth Center</b>							
132	West End	White Evans/Passenger	13463	\$ 150.00	\$ 154.00	\$ 158.00	\$ 162.00

b. Quarterly Preventative Maintenance: The offeror shall provide a firm, fixed price per quarter for the original contract period and a maximum price for each potential renewal period for Preventive Maintenance services for each covered unit listed below.

GREATER KANSAS CITY REGION – Quarterly Preventative Maintenance							
Line Item	Location of Covered Unit	Manufacturer/Type	Equip ID	Original Contract Period Firm, Fixed Price per Quarter	1 <sup>st</sup> Renewal Option Period Maximum Price per Quarter	2 <sup>nd</sup> Renewal Option Period Maximum Price per Quarter	3 <sup>rd</sup> Renewal Option Period Maximum Price per Quarter
<b>B.W. Shepherd School for the Severely Handicapped</b>							
133	Northwest corner	Mont/ Passenger Hydraulic	7801	\$ 195.00	\$ 200.00	\$ 206.00	\$ 212.00
<b>Kansas City Community Release Center-P&amp;P</b>							
134	West	Montgomery/ Passenger Hydraulic	11365	\$ 195.00	\$ 200.00	\$ 206.00	\$ 212.00

4.3.2 Service Requests: The offeror shall provide a firm, fixed price per hour for the original contract period and a maximum price for each potential renewal period for on-site service requests performed by the mechanic and apprentice.

Line #	Service	Original Contract Period Firm, Fixed Price per Hour	1 <sup>st</sup> Renewal Option Period Maximum Price per Hour	2 <sup>nd</sup> Renewal Option Period Maximum Price per Hour	3 <sup>rd</sup> Renewal Option Period Maximum Price per Hour
135	Service Request Performed by a Mechanic	\$ 159.00	\$ 163.00	\$ 167.00	\$ 172.00
136	Service Request Performed by an Apprentice	\$ 119.00	\$ 122.00	\$ 125.00	\$ 128.00
137	Immediate Service Performed by a Mechanic	\$ 235.00	\$ 242.00	\$ 249.00	\$ 256.00
138	Immediate Service Performed by an Apprentice	\$ 157.00	\$ 161.00	\$ 165.00	\$ 169.00

139	Emergency Service Performed by a Mechanic	\$ <u>295.00</u>	\$ <u>303.00</u>	\$ <u>312.00</u>	\$ <u>321.00</u>
140	Emergency Service Performed by an Apprentice	\$ <u>202.00</u>	\$ <u>208.00</u>	\$ <u>214.00</u>	\$ <u>220.00</u>

4.3.3 Repair Services: The offeror shall provide a firm, fixed price per hour for the original contract period and a maximum price for each potential renewal period for on-site Basic Repair Services performed by the mechanic and technician. In addition, the offeror shall state a firm, fixed percentage over the actual net cost for parts and materials. The offeror shall agree and understand that the percentage over net cost shall remain firm and unchanged for the entire term of the contract.

Line #	Service	Original Contract Period Firm, Fixed Price per Hour	1 <sup>st</sup> Renewal Option Period Maximum Price per Hour	2 <sup>nd</sup> Renewal Option Period Maximum Price per Hour	3 <sup>rd</sup> Renewal Option Period Maximum Price per Hour
141	Basic Repair Services Performed by a Mechanic	\$ <u>159.00</u> Firm, Fixed Price per Hour	\$ <u>163.00</u> Firm, Fixed Price per Hour	\$ <u>167.00</u> Firm, Fixed Price per Hour	\$ <u>172.00</u> Firm, Fixed Price per Hour
142	Basic Repair Services Performed by an Technician	\$ <u>159.00</u> Firm, Fixed Price per Hour	\$ <u>163.00</u> Firm, Fixed Price per Hour	\$ <u>167.00</u> Firm, Fixed Price per Hour	\$ <u>172.00</u> Firm, Fixed Price per Hour
143	Percentage Over Actual Net Cost for Parts/Materials	20 %			

4.3.4 Pre-Maintenance Repairs/Services – The offeror must submit an itemized list of repairs/services found to be needed, based on the offeror’s inspection of the covered units, to restore each covered unit to optimum working order and first class operating condition and a firm, fixed total price for such repairs/services. If additional space is needed, copy this page and submit with proposal.

Building and Location of Covered Unit	Repairs Needed	Firm, Fixed Price
Center for Behavioral	Jack replacement	\$ 47,800.00
Medicine ID#13201	"The unit is down and not working"	\$ _____
		\$ _____
		\$ _____
		\$ _____
		\$ _____
		\$ _____
		\$ _____
		\$ _____
		\$ _____
		\$ _____
		\$ _____
		\$ _____
		\$ _____
Total Firm, Fixed Price for Pre-Maintenance Repairs/Services for All Covered Units		\$ _____

4.3.5 Obsolete Parts – The offeror must submit an itemized list of obsolete parts found to be needed, based on the offeror’s inspection of the covered units, to restore each covered unit to optimum working order and first class operating condition and a firm, fixed total price for such obsolete parts. If additional space is need, copy this page and submit with proposal.

Building and Location of Covered Unit	Obsolete Parts Needed	Firm, Fixed Price
		\$ _____
		\$ _____
		\$ _____
		\$ _____
		\$ _____
		\$ _____
		\$ _____
		\$ _____
		\$ _____
		\$ _____
		\$ _____
		\$ _____
		\$ _____
		\$ _____

4.4 **Northeast Region** – In the event the offeror is proposing to provide services in the Northeast Region, the offeror shall provide prices for each of the following:

4.4.1 Preventive Maintenance Service by Covered Unit: The offeror shall provide a firm, fixed price for the original contract period and a maximum price for each potential renewal period for Preventive Maintenance services for each covered unit listed below.

a. Monthly Preventative Maintenance: The offeror shall provide a firm, fixed price per month for the original contract period and a maximum price for each potential renewal period for Preventive Maintenance services for each covered unit listed below.

NORTHEAST REGION – Monthly Preventative Maintenance							
Line Item	Location of Covered Unit	Manufacturer/Type	Equip ID	Original Contract Period Firm, Fixed Price per Month	1 <sup>st</sup> Renewal Option Period Maximum Price per Month	2 <sup>nd</sup> Renewal Option Period Maximum Price per Month	3 <sup>rd</sup> Renewal Option Period Maximum Price per Month
<b>Hannibal Career Center</b>							
144	Lobby	Dover/ Passenger-Hydraulic	9010	\$ _____	\$ _____	\$ _____	\$ _____
<b>Troop B Headquarters</b>							
145	East End of Bldg.	Dover/ Passenger-Hydraulic	57	\$ _____	\$ _____	\$ _____	\$ _____

4.4.2 Service Requests: The offeror shall provide a firm, fixed price per hour for the original contract period and a maximum price for each potential renewal period for on-site service requests performed by the mechanic and apprentice.

Line #	Service	Original Contract Period Firm, Fixed Price per Hour	1 <sup>st</sup> Renewal Option Period Maximum Price per Hour	2 <sup>nd</sup> Renewal Option Period Maximum Price per Hour	3 <sup>rd</sup> Renewal Option Period Maximum Price per Hour
146	Service Request Performed by a Mechanic	\$ _____	\$ _____	\$ _____	\$ _____
147	Service Request Performed by an Apprentice	\$ _____	\$ _____	\$ _____	\$ _____
148	Immediate Service Performed by a Mechanic	\$ _____	\$ _____	\$ _____	\$ _____
149	Immediate Service Performed by an Apprentice	\$ _____	\$ _____	\$ _____	\$ _____
150	Emergency Service Performed by a Mechanic	\$ _____	\$ _____	\$ _____	\$ _____
151	Emergency Service Performed by an Apprentice	\$ _____	\$ _____	\$ _____	\$ _____

4.4.3 Repair Services: The offeror shall provide a firm, fixed price per hour for the original contract period and a maximum price for each potential renewal period for on-site Basic Repair Services performed by the mechanic and technician. In addition, the offeror shall state a firm, fixed percentage over the actual net cost for parts and materials. The offeror shall agree and understand that the percentage over net cost shall remain firm and unchanged for the entire term of the contract.

Line #	Service	Original Contract Period Firm, Fixed Price per Hour	1 <sup>st</sup> Renewal Option Period Maximum Price per Hour	2 <sup>nd</sup> Renewal Option Period Maximum Price per Hour	3 <sup>rd</sup> Renewal Option Period Maximum Price per Hour
152	Basic Repair Service Performed by a Mechanic	\$ _____ Firm, Fixed Price per Hour	\$ _____ Firm, Fixed Price per Hour	\$ _____ Firm, Fixed Price per Hour	\$ _____ Firm, Fixed Price per Hour
153	Basic Repair Service Performed by an Technician	\$ _____ Firm, Fixed Price per Hour	\$ _____ Firm, Fixed Price per Hour	\$ _____ Firm, Fixed Price per Hour	\$ _____ Firm, Fixed Price per Hour
154	Percentage Over Actual Net Cost for Parts/Materials	_____ %			

4.4.4 Pre-Maintenance Repairs/Services – The offeror must submit an itemized list of repairs/services found to be needed, based on the offeror’s inspection of the covered units, to restore each covered unit to optimum working order and first class operating condition and a firm, fixed total price for such repairs/services. If additional space is needed, copy this page and submit with proposal.

Building and Location of Covered Unit	Repairs Needed	Firm, Fixed Price
		\$ _____
		\$ _____
		\$ _____
		\$ _____
		\$ _____
		\$ _____
		\$ _____
		\$ _____
		\$ _____
		\$ _____
		\$ _____
		\$ _____
		\$ _____
		\$ _____
Total Firm, Fixed Price for Pre-Maintenance Repairs/Services for All Covered Units		\$ _____



4.5 **Northwest Region** – In the event the offeror is proposing to provide services in the Northwest Region, the offeror shall provide prices for each of the following:

4.5.1 **Preventive Maintenance Service by Covered Unit:** The offeror shall provide a firm, fixed price for the original contract period and a maximum price for each potential renewal period for Preventive Maintenance services for each covered unit listed below.

a. **Monthly Preventative Maintenance:** The offeror shall provide a firm, fixed price per month for the original contract period and a maximum price for each potential renewal period for Preventive Maintenance services for each covered unit listed below.

NORTHWEST REGION – Monthly Preventative Maintenance							
Line Item	Location of Covered Unit	Manufacturer/Type	Equip ID	Original Contract Period Firm, Fixed Price per Month	1 <sup>st</sup> Renewal Option Period Maximum Price per Month	2 <sup>nd</sup> Renewal Option Period Maximum Price per Month	3 <sup>rd</sup> Renewal Option Period Maximum Price per Month
<b>St. Joseph Career Center</b>							
155	Lobby	Montgomery/ Passenger-Hydraulic	18990	\$ 140.00	\$ 144.00	\$ 148.00	\$ 152.00
<b>St. Joseph State Office Building</b>							
156	Lobby	Esco/ Passenger-Hydraulic	1013	\$ 145.00	\$ 149.00	\$ 153.00	\$ 157.00
157	Lobby	Esco/ Passenger-Hydraulic	1014	\$ 145.00	\$ 149.00	\$ 153.00	\$ 157.00
158	Lobby	Esco/ Passenger-Hydraulic	1015	\$ 145.00	\$ 149.00	\$ 153.00	\$ 157.00
<b>Troop H Headquarters</b>							
159	Main Lobby	Montgomery/ Passenger-Hydraulic	8614	\$ 145.00	\$ 149.00	\$ 153.00	\$ 157.00
<b>Missouri Veterans Home - Cameron</b>							
160	#1 Dock Area	Dover / Passenger Hydraulic	7093	\$ 150.00	\$ 154.00	\$ 158.00	\$ 162.00

b. **Quarterly Preventative Maintenance:** The offeror shall provide a firm, fixed price per quarter for the original contract period and a maximum price for each potential renewal period for Preventive Maintenance services for each covered unit listed below.

NORTHWEST REGION – Quarterly Preventative Maintenance							
Line Item	Location of Covered Unit	Manufacturer/Type	Equip ID	Original Contract Period Firm, Fixed Price per Quarter	1 <sup>st</sup> Renewal Option Period Maximum Price per Quarter	2 <sup>nd</sup> Renewal Option Period Maximum Price per Quarter	3 <sup>rd</sup> Renewal Option Period Maximum Price per Quarter
<b>Maryville Treatment Center</b>							
161	Building 2-North Entry	Access Industries/ LULA	2829	\$ 165.00	\$ 169.00	\$ 174.00	\$ 179.00

NORTHWEST REGION - Quarterly Preventative Maintenance							
Line Item	Location of Covered Unit	Manufacturer/Type	Equip ID	Original Contract Period Firm, Fixed Price per Quarter	1 <sup>st</sup> Renewal Option Period Maximum Price per Quarter	2 <sup>nd</sup> Renewal Option Period Maximum Price per Quarter	3 <sup>rd</sup> Renewal Option Period Maximum Price per Quarter
<b>Western Reception Diagnostic Correctional Center</b>							
162	Maintenance Bldg.	ESCO/ Freight-Hydraulic	2324	\$ 195.00	\$ 200.00	\$ 206.00	\$ 212.00
163	HU 1 North	Otis/ Passenger-Traction	2322	\$ 293.00	\$ 301.00	\$ 310.00	\$ 319.00
164	HU 1 South	Otis/ Passenger-Traction	2323	\$ 293.00	\$ 301.00	\$ 310.00	\$ 319.00
165	Laundry	Otis/ Freight-Traction	2320	\$ 275.00	\$ 283.00	\$ 291.00	\$ 299.00
166	Regional Bldg	Otis/ Passenger-Hydraulic	2331	\$ 195.00	\$ 200.00	\$ 206.00	\$ 212.00
167	HU 11 East	Montgomery/ Passenger-Hydraulic	2329	\$ 195.00	\$ 200.00	\$ 206.00	\$ 212.00
168	HU 11 West	Montgomery/ Passenger-Hydraulic	2330	\$ 195.00	\$ 200.00	\$ 206.00	\$ 212.00
169	HU#10	Otis/ Passenger-Hydraulic	2326	\$ 195.00	\$ 200.00	\$ 206.00	\$ 212.00
170	R&D Bldg 10 West	Otis/ Passenger-Hydraulic	2327	\$ 195.00	\$ 200.00	\$ 206.00	\$ 212.00
171	R&D Bldg 10 East	Otis/ Passenger-Hydraulic	2328	\$ 195.00	\$ 200.00	\$ 206.00	\$ 212.00
172	Education Bldg HU#9	Otis/ Passenger-Hydraulic	2321	\$ 195.00	\$ 200.00	\$ 206.00	\$ 212.00
<b>Line Item Added Via Amendment #2</b>							
276	Center Building	Otis/Traction Passenger	2332	\$ 293.00	\$ 301.00	\$ 310.00	\$ 319.00

- c. Semi-Annual Preventative Maintenance: The offeror shall provide a firm, fixed semi-annual price for the original contract period and a maximum price for each potential renewal period for Preventive Maintenance services for each covered unit listed below.

NORTHWEST REGION - Semi-Annual Preventative Maintenance							
Line Item	Location of Covered Unit	Manufacturer/Type	Equip ID	Original Contract Period Firm, Fixed Price per Semi-Annual	1 <sup>st</sup> Renewal Option Period Maximum Price per Semi-Annual	2 <sup>nd</sup> Renewal Option Period Maximum Price per Semi-Annual	3 <sup>rd</sup> Renewal Option Period Maximum Price per Semi-Annual
<b>Crossroads Correctional Center</b>							
173	Admin. Bldg.-Lobby	Otis/ Passenger-Hydraulic	6363	\$ 375.00	\$ 386.00	\$ 397.00	\$ 408.00

4.5.2 Service Requests: The offeror shall provide a firm, fixed price per hour for the original contract period and a maximum price for each potential renewal period for on-site service requests performed by the mechanic and apprentice.

Line #	Service	Original Contract Period Firm, Fixed Price per Hour	1 <sup>st</sup> Renewal Option Period Maximum Price per Hour	2 <sup>nd</sup> Renewal Option Period Maximum Price per Hour	3 <sup>rd</sup> Renewal Option Period Maximum Price per Hour
174	Service Request Performed by a Mechanic	\$ 159.00	\$ 163.00	\$ 167.00	\$ 172.00
175	Service Request Performed by an Apprentice	\$ 119.00	\$ 122.00	\$ 125.00	\$ 128.00
176	Immediate Service Performed by a Mechanic	\$ 235.00	\$ 242.00	\$ 249.00	\$ 256.00
177	Immediate Service Performed by an Apprentice	\$ 157.00	\$ 161.00	\$ 165.00	\$ 169.00
178	Emergency Service Performed by a Mechanic	\$ 295.00	\$ 303.00	\$ 312.00	\$ 321.00
179	Emergency Service Performed by an Apprentice	\$ 202.00	\$ 208.00	\$ 214.00	\$ 220.00

4.5.3 Repair Services: The offeror shall provide a firm, fixed price per hour for the original contract period and a maximum price for each potential renewal period for on-site Basic Repair Services performed by the mechanic and technician. In addition, the offeror shall state a firm, fixed percentage over the actual net cost for parts and materials. The offeror shall agree and understand that the percentage over net cost shall remain firm and unchanged for the entire term of the contract.

Line #	Service	Original Contract Period Firm, Fixed Price per Hour	1 <sup>st</sup> Renewal Option Period Maximum Price per Hour	2 <sup>nd</sup> Renewal Option Period Maximum Price per Hour	3 <sup>rd</sup> Renewal Option Period Maximum Price per Hour
180	Basic Repair Service Performed by a Mechanic	\$ 159.00 Firm, Fixed Price per Hour	\$ 163.00 Firm, Fixed Price per Hour	\$ 167.00 Firm, Fixed Price per Hour	\$ 172.00 Firm, Fixed Price per Hour
181	Basic Repair Service Performed by an Technician	\$ 159.00 Firm, Fixed Price per Hour	\$ 163.00 Firm, Fixed Price per Hour	\$ 167.00 Firm, Fixed Price per Hour	\$ 172.00 Firm, Fixed Price per Hour
182	Percentage Over Actual Net Cost for Parts/Materials	20 %			

4.5.4 Pre-Maintenance Repairs/Services – The offeror must submit an itemized list of repairs/services found to be needed, based on the offeror’s inspection of the covered units, to restore each covered unit to optimum working order and first class operating condition and a firm, fixed total price for such repairs/services. If additional space is needed, copy this page and submit with proposal.

Building and Location of Covered Unit	Repairs Needed	Firm, Fixed Price
HU11 East ID#2329	Door operator and photo eye on front	\$ 11,909.00
	doors of the elevator	\$ _____
HU11 West ID#2330	Door operator and photo eye on front	\$ 11,909.00
	doors of the elevator	\$ _____
HU North ID#2322	Door operator package and photo eye	\$ 18,979.00
HU South ID#2323	Door operator package and photo eye	\$ 18,979.00
Center Building	Door operator and photo eye	\$ 11,909.00
ID# 2332		\$ _____
Regional Building	Door operator package and photo eye	\$ 14,498.00
ID#2331		\$ _____
Maintenance Bldg		\$ _____
ID#2324	Pump unit, controller, fixtures, door	\$ 69,472.00
	operator, packing, wiring, oil, and	\$ _____
	new switches for replacement	\$ _____
Total Firm, Fixed Price for Pre-Maintenance Repairs/Services for All Covered Units		\$ _____



4.6 **Southeast Region** – In the event the offeror is proposing to provide services in the Southeast Region, the offeror shall provide prices for each of the following:

4.6.1 Preventive Maintenance Service by Covered Unit: The offeror shall provide a firm, fixed price for the original contract period and a maximum price for each potential renewal period for Preventive Maintenance services for each covered unit listed below.

a. Monthly Preventative Maintenance: The offeror shall provide a firm, fixed price per month for the original contract period and a maximum price for each potential renewal period for Preventive Maintenance services for each covered unit listed below.

SOUTHEAST REGION – Monthly Preventative Maintenance							
Line Item	Location of Covered Unit	Manufacturer/Type	Equip ID	Original Contract Period Firm, Fixed Price per Month	1 <sup>st</sup> Renewal Option Period Maximum Price per Month	2 <sup>nd</sup> Renewal Option Period Maximum Price per Month	3 <sup>rd</sup> Renewal Option Period Maximum Price per Month
<b>Sikeston Career Center</b>							
183	Main	Motion Control/ Passenger-Hydraulic	18965	\$ _____	\$ _____	\$ _____	\$ _____
<b>Troop E Headquarters</b>							
184	Main Lobby	Dover/ Passenger-Hydraulic	119	\$ _____	\$ _____	\$ _____	\$ _____
<b>Missouri Veterans Home – Cape Girardeau</b>							
185	#1 Dock Area	Dover / Passenger Hydraulic	599	\$ _____	\$ _____	\$ _____	\$ _____

b. Quarterly Preventative Maintenance: The offeror shall provide a firm, fixed price per quarter for the original contract period and a maximum price for each potential renewal period for Preventive Maintenance services for each covered unit listed below.

SOUTHEAST REGION – Quarterly Preventative Maintenance							
Line Item	Location of Covered Unit	Manufacturer/Type	Equip ID	Original Contract Period Firm, Fixed Price per Quarter	1 <sup>st</sup> Renewal Option Period Maximum Price per Quarter	2 <sup>nd</sup> Renewal Option Period Maximum Price per Quarter	3 <sup>rd</sup> Renewal Option Period Maximum Price per Quarter
<b>South East Correctional Center</b>							
186	Admin. Bldg.	Kone/ Passenger-Hydraulic	9559	\$ _____	\$ _____	\$ _____	\$ _____

4.6.2 **Service Requests:** The offeror shall provide a firm, fixed price per hour for the original contract period and a maximum price for each potential renewal period for on-site service requests performed by the mechanic and apprentice.

Line #	Service	Original Contract Period Firm, Fixed Price per Hour	1 <sup>st</sup> Renewal Option Period Maximum Price per Hour	2 <sup>nd</sup> Renewal Option Period Maximum Price per Hour	3 <sup>rd</sup> Renewal Option Period Maximum Price per Hour
187	Service Request Performed by a Mechanic	\$ _____	\$ _____	\$ _____	\$ _____
188	Service Request Performed by an Apprentice	\$ _____	\$ _____	\$ _____	\$ _____
189	Immediate Service Performed by a Mechanic	\$ _____	\$ _____	\$ _____	\$ _____
190	Immediate Service Performed by an Apprentice	\$ _____	\$ _____	\$ _____	\$ _____
191	Emergency Service Performed by a Mechanic	\$ _____	\$ _____	\$ _____	\$ _____
192	Emergency Service Performed by an Apprentice	\$ _____	\$ _____	\$ _____	\$ _____

4.6.3 **Repair Services:** The offeror shall provide a firm, fixed price per hour for the original contract period and a maximum price for each potential renewal period for on-site Basic Repair Services performed by the mechanic and technician. In addition, the offeror shall state a firm, fixed percentage over the actual net cost for parts and materials. The offeror shall agree and understand that the percentage over net cost shall remain firm and unchanged for the entire term of the contract.

Line #	Service	Original Contract Period Firm, Fixed Price per Hour	1 <sup>st</sup> Renewal Option Period Maximum Price per Hour	2 <sup>nd</sup> Renewal Option Period Maximum Price per Hour	3 <sup>rd</sup> Renewal Option Period Maximum Price per Hour
193	Basic Repair Service Performed by a Mechanic	\$ _____ Firm, Fixed Price per Hour	\$ _____ Firm, Fixed Price per Hour	\$ _____ Firm, Fixed Price per Hour	\$ _____ Firm, Fixed Price per Hour
194	Basic Repair Service Performed by an Technician	\$ _____ Firm, Fixed Price per Hour	\$ _____ Firm, Fixed Price per Hour	\$ _____ Firm, Fixed Price per Hour	\$ _____ Firm, Fixed Price per Hour
195	Percentage Over Actual Net Cost for Parts/Materials	_____ %			

4.6.4 Pre-Maintenance Repairs/Services – The offeror must submit an itemized list of repairs/services found to be needed, based on the offeror’s inspection of the covered units, to restore each covered unit to optimum working order and first class operating condition and a firm, fixed total price for such repairs/services. If additional space is needed, copy this page and submit with proposal.

Building and Location of Covered Unit	Repairs Needed	Firm, Fixed Price
		\$ _____
		\$ _____
		\$ _____
		\$ _____
		\$ _____
		\$ _____
		\$ _____
		\$ _____
		\$ _____
		\$ _____
		\$ _____
		\$ _____
		\$ _____
		\$ _____
Total Firm, Fixed Price for Pre-Maintenance Repairs/Services for All Covered Units		\$ _____



4.7 **Southwest Region** – In the event the offeror is proposing to provide services in the Southwest Region, the offeror shall provide prices for each of the following:

4.7.1 Preventive Maintenance Service by Covered Unit: The offeror shall provide a firm, fixed price for the original contract period and a maximum price for each potential renewal period for Preventive Maintenance services for each covered unit listed below.

a. Monthly Preventative Maintenance: The offeror shall provide a firm, fixed price per month for the original contract period and a maximum price for each potential renewal period for Preventive Maintenance services for each covered unit listed below.

SOUTHWEST REGION – Monthly Preventative Maintenance							
Line Item	Location of Covered Unit	Manufacturer/Type	Equip ID	Original Contract Period Firm, Fixed Price per Month	1 <sup>st</sup> Renewal Option Period Maximum Price per Month	2 <sup>nd</sup> Renewal Option Period Maximum Price per Month	3 <sup>rd</sup> Renewal Option Period Maximum Price per Month
<b>Department of Labor &amp; Industrial Relations</b>							
196	Elevator 1-Lobby	Otis/ Passenger-Hydraulic	4747	\$ _____	\$ _____	\$ _____	\$ _____
<b>Nevada Habilitation Center</b>							
197	Vernon Hall South	Westinghouse/ Passenger-Hydraulic	4245	\$ _____	\$ _____	\$ _____	\$ _____
198	Vernon Hall North	Miller/Vertitron/ Passenger-Hydraulic	4244	\$ _____	\$ _____	\$ _____	\$ _____
199	Machine Shop	Otis/ Freight-Traction	4246	\$ _____	\$ _____	\$ _____	\$ _____
<b>Penney State Office Building</b>							
200	East	White-Evans/ Passenger-Hydraulic	1369	\$ _____	\$ _____	\$ _____	\$ _____
201	West	White-Evans/ Passenger-Hydraulic	1370	\$ _____	\$ _____	\$ _____	\$ _____
<b>Missouri Crime Laboratory</b>							
202	Main	Thyssenkrupp/ Passenger Hydraulic	19369	\$ _____	\$ _____	\$ _____	\$ _____
<b>Troop D Headquarters</b>							
203	Main Lobby	Montgomery/ Passenger-Hydraulic	8691	\$ _____	\$ _____	\$ _____	\$ _____
<b>Troop G Headquarters</b>							
204	Main Lobby	Otis/ Passenger-Hydraulic	8571	\$ _____	\$ _____	\$ _____	\$ _____

SOUTHWEST REGION – Monthly Preventative Maintenance							
Line Item	Location of Covered Unit	Manufacturer/Type	Equip ID	Original Contract Period Firm, Fixed Price per Month	1 <sup>st</sup> Renewal Option Period Maximum Price per Month	2 <sup>nd</sup> Renewal Option Period Maximum Price per Month	3 <sup>rd</sup> Renewal Option Period Maximum Price per Month
<b>Joplin Career Center</b>							
205	Main	ThyssenKrupp/ Passenger-Hydraulic	6031	\$ _____	\$ _____	\$ _____	\$ _____

b. Quarterly Preventative Maintenance: The offeror shall provide a firm, fixed price per quarter for the original contract period and a maximum price for each potential renewal period for Preventive Maintenance services for each covered unit listed below.

SOUTHWEST REGION – Quarterly Preventative Maintenance							
Line Item	Location of Covered Unit	Manufacturer/Type	Equip ID	Original Contract Period Firm, Fixed Price per Quarter	1 <sup>st</sup> Renewal Option Period Maximum Price per Quarter	2 <sup>nd</sup> Renewal Option Period Maximum Price per Quarter	3 <sup>rd</sup> Renewal Option Period Maximum Price per Quarter
<b>South Central Correctional Center</b>							
206	Admin. Bldg.	Dover/ Passenger-Hydraulic	10449	\$ _____	\$ _____	\$ _____	\$ _____

4.7.2 Service Requests: The offeror shall provide a firm, fixed price per hour for the original contract period and a maximum price for each potential renewal period for on-site service requests performed by the mechanic and apprentice.

Line #	Service	Original Contract Period Firm, Fixed Price per Hour	1 <sup>st</sup> Renewal Option Period Maximum Price per Hour	2 <sup>nd</sup> Renewal Option Period Maximum Price per Hour	3 <sup>rd</sup> Renewal Option Period Maximum Price per Hour
207	Service Request Performed by a Mechanic	\$ _____	\$ _____	\$ _____	\$ _____
208	Service Request Performed by an Apprentice	\$ _____	\$ _____	\$ _____	\$ _____
209	Immediate Service Performed by a Mechanic	\$ _____	\$ _____	\$ _____	\$ _____
210	Immediate Service Performed by an Apprentice	\$ _____	\$ _____	\$ _____	\$ _____
211	Emergency Service Performed by a Mechanic	\$ _____	\$ _____	\$ _____	\$ _____
212	Emergency Service Performed by an Apprentice	\$ _____	\$ _____	\$ _____	\$ _____

4.7.3 Repair Services: The offeror shall provide a firm, fixed price per hour for the original contract period and a maximum price for each potential renewal period for on-site Basic Repair Services performed by the mechanic and technician. In addition, the offeror shall state a firm, fixed percentage over the actual net cost for parts and materials. The offeror shall agree and understand that the percentage over net cost shall remain firm and unchanged for the entire term of the contract.

Line #	Service	Original Contract Period Firm, Fixed Price per Hour	1 <sup>st</sup> Renewal Option Period Maximum Price per Hour	2 <sup>nd</sup> Renewal Option Period Maximum Price per Hour	3 <sup>rd</sup> Renewal Option Period Maximum Price per Hour
213	Basic Repair Services Performed by a Mechanic	\$ _____ Firm, Fixed Price per Hour	\$ _____ Firm, Fixed Price per Hour	\$ _____ Firm, Fixed Price per Hour	\$ _____ Firm, Fixed Price per Hour
214	Basic Repair Services Performed by an Technician	\$ _____ Firm, Fixed Price per Hour	\$ _____ Firm, Fixed Price per Hour	\$ _____ Firm, Fixed Price per Hour	\$ _____ Firm, Fixed Price per Hour
215	Percentage Over Actual Net Cost for Parts/Materials	_____ %			

4.7.4 Pre-Maintenance Repairs/Services – The offeror must submit an itemized list of repairs/services found to be needed, based on the offeror’s inspection of the covered units, to restore each covered unit to optimum working order and first class operating condition and a firm, fixed total price for such repairs/services. If additional space is needed, copy this page and submit with proposal.

Building and Location of Covered Unit	Repairs Needed	Firm, Fixed Price
		\$ _____
		\$ _____
		\$ _____
		\$ _____
		\$ _____
		\$ _____
		\$ _____
		\$ _____
		\$ _____
		\$ _____
		\$ _____
		\$ _____
		\$ _____
		\$ _____
Total Firm, Fixed Price for Pre-Maintenance Repairs/Services for All Covered Units		\$ _____



4.8 **St. Louis Region** – In the event the offeror is proposing to provide services in the St. Louis Region, the offeror shall provide prices for each of the following:

4.8.1 **Preventive Maintenance Service by Covered Unit:** The offeror shall provide a firm, fixed price for the original contract period and a maximum price for each potential renewal period for Preventive Maintenance services for each covered unit listed below.

a. **Monthly Preventative Maintenance:** The offeror shall provide a firm, fixed price per month for the original contract period and a maximum price for each potential renewal period for Preventive Maintenance services for each covered unit listed below.

<b>ST LOUIS REGION – Monthly Preventative Maintenance</b>							
Line Item	Location of Covered Unit	Manufacturer/Type	Equip ID	Original Contract Period Firm, Fixed Price per Month	1 <sup>st</sup> Renewal Option Period Maximum Price per Month	2 <sup>nd</sup> Renewal Option Period Maximum Price per Month	3 <sup>rd</sup> Renewal Option Period Maximum Price per Month
<b>Bellefontaine Habilitation Center</b>							
216	Warehouse	Otis/ Freight-Hydraulic	6026	\$ _____	\$ _____	\$ _____	\$ _____
<b>Chouteau &amp; Compton State Office Building</b>							
217	Elevator 1 Entrance	Schindler/ Passenger-Hydraulic	11147	\$ _____	\$ _____	\$ _____	\$ _____
218	Elevator 2 Entrance	Schindler/ Passenger-Hydraulic	11148	\$ _____	\$ _____	\$ _____	\$ _____
219	Elevator 3 Front Door	Schindler/ Passenger-Hydraulic	11149	\$ _____	\$ _____	\$ _____	\$ _____
<b>Gateway School for the Severely Handicapped</b>							
220	East End of Addition	Dover/ Passenger-Hydraulic	5162	\$ _____	\$ _____	\$ _____	\$ _____
<b>Jennings State Office Building</b>							
221	Elevator 1	Authorized (EMAC)/ Passenger-Hydraulic	14085	\$ _____	\$ _____	\$ _____	\$ _____
<b>Metro St. Louis Psychiatric Rehab. Center</b>							
222	Elevator 1	Dover/ Passenger-Hydraulic	5198	\$ _____	\$ _____	\$ _____	\$ _____
223	Elevator 2	Dover/ Passenger-Hydraulic	5199	\$ _____	\$ _____	\$ _____	\$ _____
224	Elevator 3	Dover/ Passenger-Hydraulic	5200	\$ _____	\$ _____	\$ _____	\$ _____
225	Elevator 4	Dover/ Passenger-Hydraulic	5201	\$ _____	\$ _____	\$ _____	\$ _____
226	Elevator 5	Dover/ Passenger-Hydraulic	5202	\$ _____	\$ _____	\$ _____	\$ _____
<b>MO Sex Offender Treatment Center</b>							
227	Hocter South	Dover/ Passenger-	6174	\$ _____	\$ _____	\$ _____	\$ _____

ST LOUIS REGION - Monthly Preventative Maintenance							
Line Item	Location of Covered Unit	Manufacturer/Type	Equip ID	Original Contract Period Firm, Fixed Price per Month	1 <sup>st</sup> Renewal Option Period Maximum Price per Month	2 <sup>nd</sup> Renewal Option Period Maximum Price per Month	3 <sup>rd</sup> Renewal Option Period Maximum Price per Month
<b>Traction</b>							
228	Blair	Dover/ Passenger-Hydraulic	6177	\$ _____	\$ _____	\$ _____	\$ _____
229	Hocctor North	Schindler/Passenger	20077	\$ _____	\$ _____	\$ _____	\$ _____
<b>Prince Hall Office Building</b>							
230	Wing B #1	US Elevator/Passenger	6392	\$ _____	\$ _____	\$ _____	\$ _____
231	Wing B #2	US Elevator/Passenger	6393	\$ _____	\$ _____	\$ _____	\$ _____
232	Wing C #3	US Elevator/Passenger	6394	\$ _____	\$ _____	\$ _____	\$ _____
233	Wing C #4	US Elevator/Passenger	6395	\$ _____	\$ _____	\$ _____	\$ _____
234	Wing #5	Dover/Freight	6396	\$ _____	\$ _____	\$ _____	\$ _____
<b>Mill Creek State Office Building</b>							
235	Elevator 1	Westinghouse/Passenger	13123	\$ _____	\$ _____	\$ _____	\$ _____
236	Elevator 2	Westinghouse/Freight	13122	\$ _____	\$ _____	\$ _____	\$ _____
<b>Mo. School for the Blind</b>							
237	Freight-Dock	Long/ Freight-Hydraulic	13527	\$ _____	\$ _____	\$ _____	\$ _____
238	Front Lobby	Esco/ Passenger-Hydraulic	13529	\$ _____	\$ _____	\$ _____	\$ _____
239	Collins Hall	Long/ Passenger-Hydraulic	13528	\$ _____	\$ _____	\$ _____	\$ _____
240	West Hall	Long/ Passenger-Hydraulic	13525	\$ _____	\$ _____	\$ _____	\$ _____
241	MDDDB Bldg.	U.S. Elevator/ Passenger-Hydraulic	13526	\$ _____	\$ _____	\$ _____	\$ _____
242	C&D Dorms	Dover/ Passenger-Hydraulic	13524	\$ _____	\$ _____	\$ _____	\$ _____
<b>North Service Center</b>							
243	Elevator 1-Lobby	Otis/ Passenger-Hydraulic	8588	\$ _____	\$ _____	\$ _____	\$ _____
244	Elevator 2-Service Dock	Otis Passenger-Hydraulic /	8589	\$ _____	\$ _____	\$ _____	\$ _____
<b>SE MO Mental Health Center</b>							
245	Center	Westinghouse/ Passenger-Hydraulic	6175	\$ _____	\$ _____	\$ _____	\$ _____
246	Center	Westinghouse/ Passenger-Hydraulic	6176	\$ _____	\$ _____	\$ _____	\$ _____
247	Forensic North	Thyssen Krupp/	12604	\$ _____	\$ _____	\$ _____	\$ _____

ST LOUIS REGION - Monthly Preventative Maintenance							
Line Item	Location of Covered Unit	Manufacturer/Type	Equip ID	Original Contract Period Firm, Fixed Price per Month	1 <sup>st</sup> Renewal Option Period Maximum Price per Month	2 <sup>nd</sup> Renewal Option Period Maximum Price per Month	3 <sup>rd</sup> Renewal Option Period Maximum Price per Month
		Passenger-Hydraulic					
<b>South Service Center</b>							
248	Elevator 1 West	Schindler/ Passenger-Hydraulic	15517	\$ _____	\$ _____	\$ _____	\$ _____
249	Elevator 2 East	Schindler Passenger-Hydraulic	14153	\$ _____	\$ _____	\$ _____	\$ _____
250	Elevator 3	Schindler/ Passenger-Hydraulic	14011	\$ _____	\$ _____	\$ _____	\$ _____
<b>St. Louis Psychiatric Rehab. Center</b>							
251	Dome Bldg A	US Elevator/ Passenger-Traction	6167	\$ _____	\$ _____	\$ _____	\$ _____
252	Dome Bldg F	Schumacher/ Passenger-Traction	6168	\$ _____	\$ _____	\$ _____	\$ _____
253	Receiving Warehouse	Otis/ Freight-Traction	6164	\$ _____	\$ _____	\$ _____	\$ _____
254	Lobby #1	Otis/ Passenger-Hydraulic	6163	\$ _____	\$ _____	\$ _____	\$ _____
255	Lobby #2	Otis/ Passenger-Hydraulic	6162	\$ _____	\$ _____	\$ _____	\$ _____
<b>Wainwright State Office Building</b>							
256	Lobby Elevator #3	US Elevator/ Passenger	1679	\$ _____	\$ _____	\$ _____	\$ _____
257	Lobby Elevator #2	US Elevator	1680	\$ _____	\$ _____	\$ _____	\$ _____
258	Lobby Elevator #1	US Elevator	1681	\$ _____	\$ _____	\$ _____	\$ _____
259	Phase 2 Annex #4	Haughton	1678	\$ _____	\$ _____	\$ _____	\$ _____
<b>Missouri Veterans Home - St. Louis</b>							
260	Dock/F.S.	Long/Passenger-Hydraulic	1285	\$ _____	\$ _____	\$ _____	\$ _____

- b. Quarterly Preventative Maintenance: The offeror shall provide a firm, fixed price per quarter for the original contract period and a maximum price for each potential renewal period for Preventive Maintenance services for each covered unit listed below.

ST LOUIS REGION – Quarterly Preventative Maintenance							
Line Item	Location of Covered Unit	Manufacturer/Type	Equip ID	Original Contract Period Firm, Fixed Price per Quarter	1 <sup>st</sup> Renewal Option Period Maximum Price per Quarter	2 <sup>nd</sup> Renewal Option Period Maximum Price per Quarter	3 <sup>rd</sup> Renewal Option Period Maximum Price per Quarter
<b>Farmington Correctional Center</b>							
261	Food Service	Otis Passenger-Traction /	10963	\$ _____	\$ _____	\$ _____	\$ _____
262	Building 25	Otis/ Passenger-Hydraulic	2840	\$ _____	\$ _____	\$ _____	\$ _____
<b>Mo. Eastern Correctional Center</b>							
263	Programs Bldg.	U.S. Elevator/ Passenger-Hydraulic	2398	\$ _____	\$ _____	\$ _____	\$ _____
<b>St. Louis Community Release Center.-P&amp;P</b>							
264	Center of Building	Dover/ Passenger-Hydraulic	2822	\$ _____	\$ _____	\$ _____	\$ _____

- c. Semi-Annual Preventative Maintenance: The offeror shall provide a firm, fixed semi-annual price for the original contract period and a maximum price for each potential renewal period for Preventive Maintenance services for each covered unit listed below.

ST LOUIS REGION – Semi-Annual Preventative Maintenance							
Line Item	Location of Covered Unit	Manufacturer/Type	Equip ID	Original Contract Period Firm, Fixed Price per Semi-Annual	1 <sup>st</sup> Renewal Option Period Maximum Price per Semi-Annual	2 <sup>nd</sup> Renewal Option Period Maximum Price per Semi-Annual	3 <sup>rd</sup> Renewal Option Period Maximum Price per Semi-Annual
<b>Potosi Correctional Center</b>							
265	Admin. Bldg. #1	Dover Passenger-Hydraulic /	2397	\$ _____	\$ _____	\$ _____	\$ _____
266	Admin. Bldg. #2	Dover/ Passenger-Hydraulic	2396	\$ _____	\$ _____	\$ _____	\$ _____

4.8.2 Service Requests: The offeror shall provide a firm, fixed price per hour for the original contract period and a maximum price for each potential renewal period for on-site service requests performed by the mechanic and apprentice.

Line #	Service	Original Contract Period Firm, Fixed Price per Hour	1 <sup>st</sup> Renewal Option Period Maximum Price per Hour	2 <sup>nd</sup> Renewal Option Period Maximum Price per Hour	3 <sup>rd</sup> Renewal Option Period Maximum Price per Hour
267	Service Request Performed by a Mechanic	\$ _____	\$ _____	\$ _____	\$ _____
268	Service Request Performed by an Apprentice	\$ _____	\$ _____	\$ _____	\$ _____
269	Immediate Service Performed by a Mechanic	\$ _____	\$ _____	\$ _____	\$ _____
270	Immediate Service Performed by an Apprentice	\$ _____	\$ _____	\$ _____	\$ _____
271	Emergency Service Performed by a Mechanic	\$ _____	\$ _____	\$ _____	\$ _____
272	Emergency Service Performed by an Apprentice	\$ _____	\$ _____	\$ _____	\$ _____

4.8.3 Repair Services: The offeror shall provide a firm, fixed price per hour for the original contract period and a maximum price for each potential renewal period for on-site Basic Repair Services performed by the mechanic and technician. In addition, the offeror shall state a firm, fixed percentage over the actual net cost for parts and materials. The offeror shall agree and understand that the percentage over net cost shall remain firm and unchanged for the entire term of the contract.

Line #	Service	Original Contract Period Firm, Fixed Price per Hour	1 <sup>st</sup> Renewal Option Period Maximum Price per Hour	2 <sup>nd</sup> Renewal Option Period Maximum Price per Hour	3 <sup>rd</sup> Renewal Option Period Maximum Price per Hour
273	Basic Repair Service Performed by a Mechanic	\$ _____ Firm, Fixed Price per Hour	\$ _____ Firm, Fixed Price per Hour	\$ _____ Firm, Fixed Price per Hour	\$ _____ Firm, Fixed Price per Hour
274	Basic Repair Service Performed by an Technician	\$ _____ Firm, Fixed Price per Hour	\$ _____ Firm, Fixed Price per Hour	\$ _____ Firm, Fixed Price per Hour	\$ _____ Firm, Fixed Price per Hour
275	Percentage Over Actual Net Cost for Parts/Materials	_____ %			





**EXHIBIT A**

**CURRENT/PRIOR EXPERIENCE VERIFICATION**

The offeror should copy and complete this form documenting the offeror and subcontractor's current/prior experience considered relevant to the services required herein. In addition, the offeror is advised that if the contact person listed for verification of services is unable to be reached during the evaluation, the listed experience may not be considered.

<b>Offeror Name or Subcontractor Name:</b> <u>Minnesota Elevator</u>									
<b>Experience/Service Information Verification (Current/Prior Services Performed For:)</b>									
Name of Company/Client:	Jackson County Courthouse								
Address of Company/Client <input checked="" type="checkbox"/> Street Address <input checked="" type="checkbox"/> City, State, Zip	415 E 12th Street Kansas City, MO 64109								
Company/Client Contact Person Information: <input checked="" type="checkbox"/> Name <input checked="" type="checkbox"/> Phone # <input checked="" type="checkbox"/> E-mail Address	<table style="width: 100%; border: none;"> <tr> <td style="width: 50%;">Norman Dennison</td> <td style="width: 50%;">Barbara Casamento</td> </tr> <tr> <td>816-564-6112</td> <td>816-881-3267</td> </tr> <tr> <td>ndennisonll@jacksongov.org</td> <td>bcasamento@jacksongov.org</td> </tr> <tr> <td></td> <td>org</td> </tr> </table>	Norman Dennison	Barbara Casamento	816-564-6112	816-881-3267	ndennisonll@jacksongov.org	bcasamento@jacksongov.org		org
Norman Dennison	Barbara Casamento								
816-564-6112	816-881-3267								
ndennisonll@jacksongov.org	bcasamento@jacksongov.org								
	org								
Dates of Services:	2011-current								
If service/contract has terminated, specify reason:	N/A								
Dollar Value of Services	Approximately \$42,000.00 per year								
Description of Services Performed	Elevator complete Monthly maintenance								

**EXHIBIT A**

**CURRENT/PRIOR EXPERIENCE VERIFICATION**

The offeror should copy and complete this form documenting the offeror and subcontractor's current/prior experience considered relevant to the services required herein. In addition, the offeror is advised that if the contact person listed for verification of services is unable to be reached during the evaluation, the listed experience may not be considered.

<b>Offeror Name or Subcontractor Name:</b> <u>Minnesota Elevator</u>	
<b>Experience/Service Information Verification (Current/Prior Services Performed For:)</b>	
Name of Company/Client:	Johnson County Kansas
Address of Company/Client <input checked="" type="checkbox"/> Street Address <input checked="" type="checkbox"/> City, State, Zip	111 Cherry Street Olathe, KS 66061
Company/Client Contact Person Information: <input checked="" type="checkbox"/> Name <input checked="" type="checkbox"/> Phone # <input checked="" type="checkbox"/> E-mail Address	Larry Strudevant 913-850-9305 larry.sturdevant@jocogov.org
Dates of Services:	2013-current
If service/contract has terminated, specify reason:	N/A
Dollar Value of Services	\$68,000.00 per year
Description of Services Performed	Elevator complete Monthly maintenance

EXHIBIT ACURRENT/PRIOR EXPERIENCE VERIFICATION

The offeror should copy and complete this form documenting the offeror and subcontractor's current/prior experience considered relevant to the services required herein. In addition, the offeror is advised that if the contact person listed for verification of services is unable to be reached during the evaluation, the listed experience may not be considered.

<b>Offeror Name or Subcontractor Name:</b> <u>Minnesota Elevator</u>	
<b>Experience/Service Information Verification (Current/Prior Services Performed For:)</b>	
Name of Company/Client:	Fort Leavenworth
Address of Company/Client <input checked="" type="checkbox"/> Street Address <input checked="" type="checkbox"/> City, State, Zip	630 McClellan Avenue Fort Leavenworth, KS 66027
Company/Client Contact Person Information: <input checked="" type="checkbox"/> Name <input checked="" type="checkbox"/> Phone # <input checked="" type="checkbox"/> E-mail Address	Ron Flinner 913-684-7789 ronald.e.flinner.civ@mail.com
Dates of Services:	2014-current
If service/contract has terminated, specify reason:	N/A
Dollar Value of Services	\$60,000.00 per year
Description of Services Performed	Elevator complete service Monthly, Bi-monthly, and Semiannually

**EXHIBIT B**

**MISCELLANEOUS INFORMATION**

**Inspection or Familiarity with the Covered Units** - The offeror must document a thorough understanding of the covered units based on either (1) the offeror's inspection of the covered units, or (2) as *gained by the offeror from some other means.*

	<p><b>I inspected all covered units within the specified region(s).</b></p> <p>The offeror's inspection of the covered units shall be verified by the state agency's record.</p> <p>_____ Select the region(s) toured:</p> <p><input checked="" type="checkbox"/> Northwest    <input type="checkbox"/> Northeast    <input checked="" type="checkbox"/> Greater Kansas City    <input type="checkbox"/> Central</p> <p><input type="checkbox"/> St. Louis    <input type="checkbox"/> Southwest    <input type="checkbox"/> Southeast</p>					
	<p><b>I did <u>not</u> inspect all covered units within the specified region(s).</b></p> <p><i>The offeror must provide relevant information regarding the offeror's understanding of the covered units. The offeror is advised that neither the review of a building's floor plans nor knowledge of the types of covered units gives an accurate account of the covered units for maintenance purposes.</i></p> <p><u>Verified condition of unvisited units with the State inspection reports.</u></p> <p>_____</p> <p>_____</p>					
<p>Select the region(s) and list the covered units NOT inspected.</p> <p>If more space is needed, please attach a separate sheet.</p>						
Northwest	Northeast	Greater Kansas City	Central	St. Louis	Southwest	Southeast
ID#2829		ID#6635				
ID#13463		ID#13463				
ID#7801		ID#7801				

**EXHIBIT B (continued)**

**Outside United States** - If any products and/or services offered under this RFP are being manufactured or performed at sites outside the United States, the offeror **MUST** disclose such fact and provide details in the space below or on an attached page.

Are products and/or services being manufactured or performed at sites outside the United States?	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
Describe and provide details:		

**Employee/Conflict of Interest:**

Offerors who are elected or appointed officials or employees of the State of Missouri or any political subdivision thereof, serving in an executive or administrative capacity, must comply with sections 105.450 to 105.458, RSMo, regarding conflict of interest. If the offeror or any owner of the offeror's organization is currently an elected or appointed official or an employee of the State of Missouri or any political subdivision thereof, please provide the following information:	
Name and title of elected or appointed official or employee of the State of Missouri or any political subdivision thereof:	
If employee of the State of Missouri or political subdivision thereof, provide name of state agency or political subdivision where employed:	
Percentage of ownership interest in offeror's organization held by elected or appointed official or employee of the State of Missouri or political subdivision thereof:	<u>0</u> %

**Local Government Use (Cooperative Procurement):**

The offeror should indicate agreement/disagreement to participate in the State of Missouri's Cooperative Procurement Program as described herein.

Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
---	-----------------------------

**EXHIBIT C**  
**BUSINESS ENTITY CERTIFICATION, ENROLLMENT DOCUMENTATION,**  
**AND AFFIDAVIT OF WORK AUTHORIZATION**

**BUSINESS ENTITY CERTIFICATION:**

**The offeror must certify their current business status by completing either Box A or Box B or Box C on this Exhibit.**

- BOX A:** To be completed by a non-business entity as defined below.
- BOX B:** To be completed by a business entity who has not yet completed and submitted documentation pertaining to the federal work authorization program as described at [http://www.dhs.gov/files/programs/gc\\_1185221678150.shtml](http://www.dhs.gov/files/programs/gc_1185221678150.shtml)
- BOX C:** To be completed by a business entity who has current work authorization documentation on file with a Missouri state agency including Division of Purchasing and Materials Management.

*Business entity, as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, is any person or group of persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood. The term "business entity" shall include but not be limited to self-employed individuals, partnerships, corporations, contractors, and subcontractors. The term "business entity" shall include any business entity that possesses a business permit, license, or tax certificate issued by the state, any business entity that is exempt by law from obtaining such a business permit, and any business entity that is operating unlawfully without such a business permit. The term "business entity" shall not include a self-employed individual with no employees or entities utilizing the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.*

Note: Regarding governmental entities, business entity includes Missouri schools, Missouri universities (other than stated in Box C), out of state agencies, out of state schools, out of state universities, and political subdivisions. A business entity does not include Missouri state agencies and federal government entities.

**BOX A – CURRENTLY NOT A BUSINESS ENTITY**

I certify that \_\_\_\_\_ (Company/Individual Name) **DOES NOT CURRENTLY MEET** the definition of a business entity, as defined in section 285.525, RSMo pertaining to section 285.530, RSMo as stated above, because: (check the applicable business status that applies below)

- I am a self-employed individual with no employees; **OR**
- The company that I represent employs the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

I certify that I am not an alien unlawfully present in the United States and if \_\_\_\_\_ (Company/Individual Name) is awarded a contract for the services requested herein under \_\_\_\_\_ (RFP Number) and if the business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo then, prior to the performance of any services as a business entity, \_\_\_\_\_ (Company/Individual Name) agrees to complete Box B, comply with the requirements stated in Box B and provide the Division of Purchasing and Materials Management with all documentation required in Box B of this exhibit.

\_\_\_\_\_  
Authorized Representative's Name (Please Print)

\_\_\_\_\_  
*Authorized Representative's Signature*

\_\_\_\_\_  
Company Name (if applicable)

\_\_\_\_\_  
Date

**EXHIBIT C, continued**

**(Complete the following if you DO NOT have the E-Verify documentation and a current Affidavit of Work Authorization already on file with the State of Missouri. If completing Box B, do not complete Box C.)**

**BOX B - CURRENT BUSINESS ENTITY STATUS**

I certify that Minnesota Elevator, Inc. (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo pertaining to section 285.530.

Mark Iversen

Authorized Business Entity Representative's Name (Please Print)

[Signature]

Authorized Business Entity Representative's Signature

Minnesota Elevator, Inc.

Business Entity Name

12/12/14

Date

Mark.Iversen@meielevatornsolutions.com

E-Mail Address

As a business entity, the offeror must perform/provide each of the following. The offeror should check each to verify completion/submission of all of the following:

- Enroll and participate in the E-Verify federal work authorization program (Website: [http://www.dhs.gov/files/programs/gc\\_1185221678150.shtm](http://www.dhs.gov/files/programs/gc_1185221678150.shtm); Phone: 888-464-4218; Email: [e-verify@dhs.gov](mailto:e-verify@dhs.gov)) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein;

AND

- Provide documentation affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program. Documentation shall include EITHER the E-Verify Employment Eligibility Verification page listing the offeror's name and company ID OR a page from the E-Verify Memorandum of Understanding (MOU) listing the offeror's name and the MOU signature page completed and signed, at minimum, by the offeror and the Department of Homeland Security - Verification Division. If the signature page of the MOU lists the offeror's name and company ID, then no additional pages of the MOU must be submitted;

AND

- Submit a completed, notarized Affidavit of Work Authorization provided on the next page of this Exhibit.

EXHIBIT C, continued

AFFIDAVIT OF WORK AUTHORIZATION:

The offeror who meets the section 285.525, RSMo, definition of a business entity must complete and return the following Affidavit of Work Authorization.

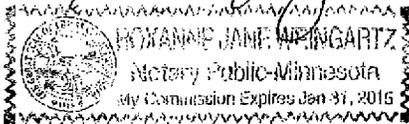
Comes now Minnesota Elevator, Inc. (Name of Business Entity Authorized, Representative) as VP of HR (Position/Title) first being duly sworn on my oath, affirm Minnesota Elevator, Inc. (Business Entity Name) is enrolled and will continue to participate in the E-Verify federal work authorization program with respect to employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State of Missouri for the duration of the contract(s), if awarded in accordance with subsection 2 of section 285.530, RSMo. I also affirm that Minnesota Elevator, Inc. (Business Entity Name) does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services provided under the contract(s) for the duration of the contract(s), if awarded.

*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.)*

<u>[Signature]</u>	<u>Mark Iversen</u>
Authorized Representative's Signature	Printed Name
<u>VP of HR</u>	<u>12/12/14</u>
Title	Date
<u>Mark.Iverse@melevator.com</u>	<u>#96286</u>
E-Mail Address	E-Verify Company ID Number

Subscribed and sworn to before me this 12<sup>TH</sup> of December 2014 I am  
(DAY) (MONTH, YEAR)  
commissioned as a notary public within the County of Blue Earth, State of  
(NAME OF COUNTY)  
Minnesota, and my commission expires on 1-31-15.  
(NAME OF STATE) (DATE)

[Signature] 12/12/14  
Signature of Notary Date



# E-Verify

## Employment Eligibility Verification

Welcome  
Jenny Adams

- Home
- My Cases
- New Case
- View Cases
- My Profile
- Edit Profile
- Change Password
- Change Security Questions
- My Company
- Edit Company Profile
- Add New User
- View Existing Users
- Close Company Account
- My Reports
- View Reports
- My Resources
- View Essential Resources
- Take Tutorial
- View User Manual
- Contact Us

### Company Information

**Company Name:** Minnesota Elevator, Inc.

**Company ID Number:** 96286

**Doing Business As (DBA) Name:**

**DUNS Number:**

#### Physical Location:

**Address 1:** 19336 607th Avenue

**Address 2:**

**City:** Mankato

**State:** MN

**Zip Code:** 56001

**County:** BLUE EARTH

Ma  
Ad  
Ad  
Cit  
Sta  
Zip

#### Additional Information:

**Employer Identification Number:** 410972538

**Total Number of Employees:** 100 to 499

**Parent Organization:**

**Administrator:**

**Organization Designation:**

**Employer Category:**

**NAICS Code:** 335 - ELECTRICAL EQUIPMENT, APPLIANCE  
MANUFACTURING

**EXHIBIT C, continued**

**(Complete the following if you have the E-Verify documentation and a current Affidavit of Work Authorization already on file with the State of Missouri. If completing Box C, do not complete Box B.)**

**BOX C - AFFIDAVIT ON FILE - CURRENT BUSINESS ENTITY STATUS**

I certify that \_\_\_\_\_ (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo and have enrolled and currently participates in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State of Missouri. We have previously provided documentation to a Missouri state agency or public university that affirms enrollment and participation in the E-Verify federal work authorization program. The documentation that was previously provided included the following.

- ✓ The E-Verify Employment Eligibility Verification page OR a page from the E-Verify Memorandum of Understanding (MOU) listing the offeror's name and the MOU signature page completed and signed by the offeror and the Department of Homeland Security - Verification Division
- ✓ A current, notarized Affidavit of Work Authorization (must be completed, signed, and notarized within the past twelve months).

Name of Missouri State Agency or Public University\* to Which Previous E-Verify Documentation Submitted: \_\_\_\_\_

(\*Public University includes the following five schools under chapter 34, RSMo: Harris-Stowe State University - St. Louis; Missouri Southern State University - Joplin; Missouri Western State University - St. Joseph; Northwest Missouri State University - Maryville; Southeast Missouri State University - Cape Girardeau.)

Date of Previous E-Verify Documentation Submission: \_\_\_\_\_

Previous Proposal/Contract Number for Which Previous E-Verify Documentation Submitted: \_\_\_\_\_ (if known)

\_\_\_\_\_  
Authorized Business Entity Representative's Name (Please Print)

\_\_\_\_\_  
Authorized Business Entity Representative's Signature

\_\_\_\_\_  
Business Entity Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
E-Mail Address

\_\_\_\_\_  
E-Verify MOU Company ID Number

**FOR STATE OF MISSOURI USE ONLY**

Documentation Verification Completed By:

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Date

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

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98 Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

- (1) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

<u>Minnesota Elevator, Inc.</u>	<u>071340772</u>
Company Name	DUNS # (if known)
<u>Mark Iversen</u>	<u>VP of HR</u>
Authorized Representative's Printed Name	Authorized Representative's Title
<u>[Signature]</u>	<u>12/12/14</u>
Authorized Representative's Signature	Date

**Instructions for Certification**

1. By signing and submitting this proposal, the prospective recipient of Federal assistance funds is providing the certification as set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective recipient of Federal assistance funds agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
6. The prospective recipient of Federal assistance funds further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to check the List of Parties Excluded from Procurement or Nonprocurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension and/or debarment.

**EXHIBIT E**  
**PARTICIPATION COMMITMENT**

**Organization for the Blind/Sheltered Workshop Participation Commitment** – If the offeror is committing to participation by or if the offeror is a qualified organization for the blind/sheltered workshop, the offeror must provide the required information in the table below for the organization proposed and must submit the completed exhibit with the offeror’s proposal.

<b>Organization for the Blind/Sheltered Workshop Commitment Table</b> By completing this table, the offeror commits to the use of the organization at the greater of \$5,000 or 2% of the actual total dollar value of contract. (The services performed or the products provided by the listed Organization for the Blind/Sheltered Workshop must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract.)	
<b>Name of Organization for the Blind or Sheltered Workshop Proposed</b>	<b>Description of Products/Services to be Provided by Listed Organization for the Blind/Sheltered Workshop</b> <i>The offeror should also include the paragraph number(s) from the RFP which requires the product/service the organization for the blind/sheltered workshop is proposed to perform and describe how the proposed product/service constitutes added value and will be exclusive to the contract.</i>
1.	Product/Service(s) proposed: ----- RFP Paragraph References:
2.	Product/Service(s) proposed: ----- RFP Paragraph References:

"Not Applicable"

"Not Applicable"

**EXHIBIT F**

**DOCUMENTATION OF INTENT TO PARTICIPATE**

If the offeror is proposing to include the participation of an Organization for the Blind/Sheltered Workshop in the provision of the products/services required in the RFP, the offeror must either provide a recently dated letter of intent, signed and dated no earlier than the RFP issuance date, from each organization documenting the following information, or complete and provide this Exhibit with the offeror's proposal.

*~ Copy This Form For Each Organization Proposed ~*

Offeror Name: \_\_\_\_\_

**This Section To Be Completed by Participating Organization:**

*By completing and signing this form, the undersigned hereby confirms the intent of the named participating organization to provide the products/services identified herein for the offeror identified above.*

Indicate appropriate business classification(s):

Organization for the Blind \_\_\_\_\_ Sheltered Workshop \_\_\_\_\_

Name of Organization: \_\_\_\_\_

(Name of Organization for the Blind or Sheltered Workshop)

Contact Name: \_\_\_\_\_ Email: \_\_\_\_\_

Address: \_\_\_\_\_ Phone #: \_\_\_\_\_

City: \_\_\_\_\_ Fax #: \_\_\_\_\_

State/Zip: \_\_\_\_\_ Certification # \_\_\_\_\_

(or attach copy of certification)

Certification Expiration Date: \_\_\_\_\_

Describe the products/services you (as the participating organization) have agreed to provide:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Authorized Signature:**

\_\_\_\_\_  
*Authorized Signature of Participating Organization  
(Organization for the Blind or Sheltered Workshop)*

\_\_\_\_\_  
*Date (Dated no earlier than the RFP issuance date)*

**EXHIBIT G****MISSOURI SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE PREFERENCE**

Pursuant to section 34.074, RSMo, and 1 CSR 40-1.050, the Division of Purchasing and Materials Management (DPMM) has a goal of awarding three (3) percent of all contracts for the performance of any job or service to qualified service-disabled veteran business enterprises (SDVEs).

**STANDARDS:**

The following standards shall be used by the DPMM in determining whether an individual, business, or organization qualifies as an SDVE:

- Doing business as a Missouri firm, corporation, or individual or maintaining a Missouri office or place of business, not including an office of a registered agent;
- Having not less than fifty-one percent (51%) of the business owned by one (1) or more service-disabled veterans (SDVs) or, in the case of any publicly-owned business, not less than fifty-one percent (51%) of the stock of which is owned by one (1) or more SDVs. (An SDV is defined as any individual who is disabled as certified by the appropriate federal agency responsible for the administration of veterans' affairs.);
- Having the management and daily business operations controlled by one (1) or more SDVs;
- Having a copy of the SDV's award letter from the Department of Veterans Affairs or a copy of the SDV's discharge paper (DD Form 214, Certificate of Release or Discharge from Active Duty) and a copy of the SDV's documentation certifying disability by the appropriate federal agency responsible for the administration of veterans' affairs; and
- Possessing the power to make day-to-day as well as major decisions on matters of management, policy, and operation.

If an offeror meets the standards of a qualified SDVE as stated above and unless previously submitted within the past five (5) years to the DPMM, the offeror must provide the following SDV documents to receive the Missouri SDVE three (3) bonus point preference:

- a copy of the SDV's award letter from the Department of Veterans Affairs or a copy of the SDV's discharge paper (DD Form 214, Certificate of Release or Discharge from Active Duty),
- a copy of the SDV's documentation certifying disability by the appropriate federal agency responsible for the administration of veterans' affairs, and
- a completed copy of this exhibit.

(NOTE: The SDV's award letter, the SDV's discharge paper, and the SDV's documentation certifying disability shall be considered confidential pursuant to subsection 14 of section 610.021, RSMo.)

“ Not Applicable ”

**EXHIBIT G (continued)**

**MISSOURI SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE PREFERENCE**

By signing below, I certify that I meet the definitions of a service-disabled veteran and a service-disabled veteran business enterprise as defined in section 34.074, RSMo. I further certify that I meet the standards of a qualifying SDVE as listed herein pursuant to 1 CSR 40-1.050.

\_\_\_\_\_  
Service-Disabled Veteran's Name  
(Please Print)

\_\_\_\_\_  
Service-Disabled Veteran Business Enterprise Name

\_\_\_\_\_  
Service-Disabled Veteran's Signature

\_\_\_\_\_  
Missouri Address of Service-Disabled Veteran  
Business Enterprise

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Website Address

\_\_\_\_\_  
Date

\_\_\_\_\_  
E-Mail Address

The SDVE offeror should check the appropriate statement below and, if applicable, provide the requested information.

- No, I have not previously submitted the SDV documents specified herein to the DPMM and therefore have enclosed the SDV's documents.
- Yes, I previously submitted the SDV documents specified herein within the past five (5) years to the DPMM.

Date SDV Documents were Submitted: \_\_\_\_\_

Previous Proposal/Contract Number for Which the SDV Documents were Submitted:  
\_\_\_\_\_  
(if applicable and known)

(NOTE: If the SDVE and SDV are listed on the DPMM SDVE database located at <http://content.oa.mo.gov/sites/default/files/sdvelisting.pdf>, then the SDV documents have been submitted to the DPMM within the past five [5] years. However, if it has been determined that an SDVE at any time no longer meets the requirements stated above, the DPMM will remove the SDVE and associated SDV from the database.)

**FOR STATE USE ONLY**

SDV's Documents - Verification Completed By:

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Date

**STATE OF MISSOURI**  
**DIVISION OF PURCHASING AND MATERIALS MANAGEMENT**  
**TERMS AND CONDITIONS -- REQUEST FOR PROPOSAL**

**1. TERMINOLOGY/DEFINITIONS**

Whenever the following words and expressions appear in a Request for Proposal (RFP) document or any amendment thereto, the definition or meaning described below shall apply.

- a. **Agency and/or State Agency** means the statutory unit of state government in the State of Missouri for which the equipment, supplies, and/or services are being purchased by the Division of Purchasing and Materials Management (DPMM). The agency is also responsible for payment.
- b. **Amendment** means a written, official modification to an RFP or to a contract.
- c. **Attachment** applies to all forms which are included with an RFP to incorporate any informational data or requirements related to the performance requirements and/or specifications.
- d. **Proposal Opening Date and Time** and similar expressions mean the exact deadline required by the RFP for the receipt of sealed proposals.
- e. **Offeror** means the person or organization that responds to an RFP by submitting a proposal with prices to provide the equipment, supplies, and/or services as required in the RFP document.
- f. **Buyer** means the procurement staff member of the DPMM. The **Contact Person** as referenced herein is usually the Buyer.
- g. **Contract** means a legal and binding agreement between two or more competent parties, for a consideration for the procurement of equipment, supplies, and/or services.
- h. **Contractor** means a person or organization who is a successful offeror as a result of an RFP and who enters into a contract.
- i. **Exhibit** applies to forms which are included with an RFP for the offeror to complete and submit with the sealed proposal prior to the specified opening date and time.
- j. **Request for Proposal (RFP)** means the solicitation document issued by the DPMM to potential offerors for the purchase of equipment, supplies, and/or services as described in the document. The definition includes these Terms and Conditions as well as all Pricing Pages, Exhibits, Attachments, and Amendments thereto.
- k. **May** means that a certain feature, component, or action is permissible, but not required.
- l. **Must** means that a certain feature, component, or action is a mandatory condition.
- m. **Pricing Page(s)** applies to the form(s) on which the offeror must state the price(s) applicable for the equipment, supplies, and/or services required in the RFP. The pricing pages must be completed and submitted by the offeror with the sealed proposal prior to the specified proposal opening date and time.
- n. **RSMo (Revised Statutes of Missouri)** refers to the body of laws enacted by the Legislature which govern the operations of all agencies of the State of Missouri. Chapter 34 of the statutes is the primary chapter governing the operations of DPMM.
- o. **Shall** has the same meaning as the word **must**.
- p. **Should** means that a certain feature, component and/or action is desirable but not mandatory.

**2. APPLICABLE LAWS AND REGULATIONS**

- a. The contract shall be construed according to the laws of the State of Missouri. The contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract to the extent that the same may be applicable.
- b. To the extent that a provision of the contract is contrary to the Constitution or laws of the State of Missouri or of the United States, the provisions shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties unless terminated by consent of both the contractor and the DPMM.
- c. The contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations.
- d. The contractor must timely file and pay all Missouri sales, withholding, corporate and any other required Missouri tax returns and taxes, including interest and additions to tax.
- e. The exclusive venue for any legal proceeding relating to or arising out of the RFP or resulting contract shall be in the Circuit Court of Cole County, Missouri.
- f. The contractor shall only employ personnel authorized to work in the United States in accordance with applicable federal and state laws and Executive Order 07-13 for work performed in the United States.

**3. OPEN COMPETITION/REQUEST FOR PROPOSAL DOCUMENT**

- a. It shall be the offeror's responsibility to ask questions, request changes or clarification, or otherwise advise the DPMM if any language, specifications or requirements of an RFP appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the RFP to a single source. Any and all communication from offerors regarding specifications, requirements, competitive proposal process, etc., must be directed to the buyer from the DPMM, unless the RFP specifically refers the offeror to another contact. Such e-mail, fax, or phone communication should be received at least ten calendar days prior to the official proposal opening date.
- b. Every attempt shall be made to ensure that the offeror receives an adequate and prompt response. However, in order to maintain a fair and equitable procurement process, all offerors will be advised, via the issuance of an amendment to the RFP, of any relevant or pertinent information related to the procurement. Therefore, offerors are advised that unless specified elsewhere in the RFP, any questions received less than ten calendar days prior to the RFP opening date may not be answered.
- c. Offerors are cautioned that the only official position of the State of Missouri is that which is issued by the DPMM in the RFP or an amendment thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.
- d. The DPMM monitors all procurement activities to detect any possibility of deliberate restraint of competition, collusion among offerors, price-fixing by offerors, or any other anticompetitive conduct by offerors which appears to violate state and federal antitrust laws. Any suspected violation shall be referred to the Missouri Attorney General's Office for appropriate action.
- e. The RFP is available for viewing and downloading on the state's On-Line Bidding/Vendor Registration System website. Registered offerors are electronically notified of the proposal opportunity based on the information maintained in the State of Missouri's vendor database. If a registered offeror's e-mail address is incorrect, the offeror must update the e-mail address themselves on the state's On-Line Bidding/Vendor Registration System website.
- f. The DPMM reserves the right to officially amend or cancel an RFP after issuance. It shall be the sole responsibility of the offeror to monitor the State of Missouri On-Line Bidding/Vendor Registration System website at: <https://www.moobp.mo.gov> to obtain a copy of the amendment(s). Registered offerors who received e-mail notification of the proposal opportunity when the RFP was established and registered offerors who have responded to the RFP on-line prior to an amendment being issued will receive e-mail notification of the amendment(s). Registered offerors who received e-mail notification of the proposal opportunity when the RFP was established and registered offerors who have responded to the proposal on-line prior to a cancellation being issued will receive e-mail notification of a cancellation issued prior to the exact closing time and date specified in the RFP.

**4. PREPARATION OF PROPOSALS**

- a. Offerors must examine the entire RFP carefully. Failure to do so shall be at offeror's risk.

- b. Unless otherwise specifically stated in the RFP, all specifications and requirements constitute minimum requirements. All proposals must meet or exceed the stated specifications and requirements.
- c. Unless otherwise specifically stated in the RFP, any manufacturer names, trade names, brand names, information and/or catalog numbers listed in a specification and/or requirement are for informational purposes only and are not intended to limit competition. The offeror may offer any brand which meets or exceeds the specification for any item, but must state the manufacturer's name and model number for any such brands in the proposal. In addition, the offeror shall explain, in detail, (1) the reasons why the proposed equivalent meets or exceeds the specifications and/or requirements and (2) why the proposed equivalent should not be considered an exception thereto. Proposals which do not comply with the requirements and specifications are subject to rejection without clarification.
- d. Proposals lacking any indication of intent to offer an alternate brand or to take an exception shall be received and considered in complete compliance with the specifications and requirements as listed in the RFP.
- e. In the event that the offeror is an agency of state government or other such political subdivision which is prohibited by law or court decision from complying with certain provisions of an RFP, such an offeror may submit a proposal which contains a list of statutory limitations and identification of those prohibitive clauses. The offeror should include a complete list of statutory references and citations for each provision of the RFP, which is affected by this paragraph. The statutory limitations and prohibitive clauses may (1) be requested to be clarified in writing by DPMM or (2) be accepted without further clarification if the statutory limitations and prohibitive clauses are deemed acceptable by DPMM. If DPMM determines clarification of the statutory limitations and prohibitive clauses is necessary, the clarification will be conducted in order to agree to language that reflects the intent and compliance of such law and/or court order and the RFP.
- f. All equipment and supplies offered in a proposal must be new, of current production, and available for marketing by the manufacturer unless the RFP clearly specifies that used, reconditioned, or remanufactured equipment and supplies may be offered.
- g. Prices shall include all packing, handling and shipping charges FOB destination, freight prepaid and allowed unless otherwise specified in the RFP.
- h. Proposals, including all prices therein, shall remain valid for 90 days from proposal opening or Best and Final Offer (BAFO) submission unless otherwise indicated. If the proposal is accepted, the entire proposal, including all prices, shall be firm for the specified contract period.
- i. Any foreign offeror not having an Employer Identification Number assigned by the United States Internal Revenue Service (IRS) must submit a completed IRS Form W-8 prior to or with the submission of their proposal in order to be considered for award.

## 5. SUBMISSION OF PROPOSALS

- a. Proposals may be submitted by delivery of a hard copy to the DPMM office. Electronic submission of proposals by registered offerors through the State of Missouri's On-Line Bidding/Vendor Registration System website is not available unless stipulated in the RFP. Delivered proposals must be sealed in an envelope or container, and received in the DPMM office located at 301 West High St, Rm 630 in Jefferson City, MO no later than the exact opening time and date specified in the RFP. All proposals must (1) be submitted by a duly authorized representative of the offeror's organization, (2) contain all information required by the RFP, and (3) be priced as required. Hard copy proposals may be mailed to the DPMM post office box address. However, it shall be the responsibility of the offeror to ensure their proposal is in the DPMM office (address listed above) no later than the exact opening time and date specified in the RFP.
- b. The sealed envelope or container containing a proposal should be clearly marked on the outside with (1) the official RFP number and (2) the official opening date and time. Different proposals should not be placed in the same envelope, although copies of the same proposal may be placed in the same envelope.
- c. A proposal submitted electronically by a registered offeror may be modified on-line prior to the official opening date and time. A proposal which has been delivered to the DPMM office may be modified by signed, written notice which has been received by the DPMM prior to the official opening date and time specified. A proposal may also be modified in person by the offeror or its authorized representative, provided proper identification is presented before the official opening date and time. Telephone or telegraphic requests to modify a proposal shall not be honored.
- d. A proposal submitted electronically by a registered offeror may be canceled on-line prior to the official opening date and time. A proposal which has been delivered to the DPMM office may only be withdrawn by a signed, written document on company letterhead transmitted via mail, e-mail, or facsimile which has been received by the DPMM prior to the official opening date and time specified. A proposal may also be withdrawn in person by the offeror or its authorized representative, provided proper identification is presented before the official opening date and time. Telephone or telegraphic requests to withdraw a proposal shall not be honored.
- e. A proposal may also be withdrawn after the proposal opening through submission of a written request by an authorized representative of the offeror. Justification of withdrawal decision may include a significant error or exposure of proposal information that may cause irreparable harm to the offeror.
- f. When submitting a proposal electronically, the registered offeror indicates acceptance of all RFP terms and conditions by clicking on the "Submit" button on the Electronic Bid Response Entry form. Offerors delivering a hard copy proposal to DPMM must sign and return the RFP cover page or, if applicable, the cover page of the last amendment thereto in order to constitute acceptance by the offeror of all RFP terms and conditions. Failure to do so may result in rejection of the proposal unless the offeror's full compliance with those documents is indicated elsewhere within the offeror's response.
- g. Faxed proposals shall not be accepted. However, faxed and e-mail no-bid notifications shall be accepted.

## 6. PROPOSAL OPENING

- a. Proposal openings are public on the opening date and at the opening time specified on the RFP document. Only the names of the respondents shall be read at the proposal opening. All vendors may view the same proposal response information on the state's On-Line Bidding/Vendor Registration System website. The contents of the responses shall not be disclosed at this time.
- b. Proposals which are not received in the DPMM office prior to the official opening date and time shall be considered late, regardless of the degree of lateness, and normally will not be opened. Late proposals may only be opened under extraordinary circumstances in accordance with 1 CSR 40-1.050.

## 7. PREFERENCES

- a. In the evaluation of proposals, preferences shall be applied in accordance with chapter 34, RSMo, other applicable Missouri statutes, and applicable Executive Orders. Contractors should apply the same preferences in selecting subcontractors.
- b. By virtue of statutory authority, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, mined, processed or grown within the State of Missouri and to all firms, corporations or individuals doing business as Missouri firms, corporations or individuals. Such preference shall be given when quality is equal or better and delivered price is the same or less.
- c. In accordance with Executive Order 05-30, contractors are encouraged to utilize certified minority and women-owned businesses in selecting subcontractors.

## 8. EVALUATION/AWARD

- a. Any clerical error, apparent on its face, may be corrected by the buyer before contract award. Upon discovering an apparent clerical error, the buyer shall contact the offeror and request clarification of the intended proposal. The correction shall be incorporated in the notice of award. Examples of apparent clerical errors are: 1) misplacement of a decimal point; and 2) obvious mistake in designation of unit.
- b. Any pricing information submitted by an offeror shall be subject to evaluation if deemed by the DPMM to be in the best interest of the State of Missouri.
- c. The offeror is encouraged to propose price discounts for prompt payment or propose other price discounts that would benefit the State of Missouri. However, unless otherwise specified in the RFP, pricing shall be evaluated at the maximum potential financial liability to the State of Missouri.

- d. Awards shall be made to the offeror whose proposal (1) complies with all mandatory specifications and requirements of the RFP and (2) is the lowest and best proposal, considering price, responsibility of the offeror, and all other evaluation criteria specified in the RFP and any subsequent negotiations and (3) complies with chapter 34, RSMo, other applicable Missouri statutes, and all applicable Executive Orders.
- e. In the event all offerors fail to meet the same mandatory requirement in an RFP, DPMM reserves the right, at its sole discretion, to waive that requirement for all offerors and to proceed with the evaluation. In addition, the DPMM reserves the right to waive any minor irregularity or technicality found in any individual proposal.
- f. The DPMM reserves the right to reject any and all proposals.
- g. When evaluating a proposal, the State of Missouri reserves the right to consider relevant information and fact, whether gained from a proposal, from an offeror, from offeror's references, or from any other source.
- h. Any information submitted with the proposal, regardless of the format or placement of such information, may be considered in making decisions related to the responsiveness and merit of a proposal and the award of a contract.
- i. Negotiations may be conducted with those offerors who submit potentially acceptable proposals. Proposal revisions may be permitted for the purpose of obtaining best and final offers. In conducting negotiations, there shall be no disclosure of any information submitted by competing offerors.
- j. Any award of a contract shall be made by notification from the DPMM to the successful offeror. The DPMM reserves the right to make awards by item, group of items, or an all or none basis. The grouping of items awarded shall be determined by DPMM based upon factors such as item similarity, location, administrative efficiency, or other considerations in the best interest of the State of Missouri.
- k. Pursuant to section 610.021, RSMo, proposals and related documents shall not be available for public review until after a contract is executed or all proposals are rejected.
- l. The DPMM posts all proposal results on the On-line Bidding/Vendor Registration System website for all vendors to view for a reasonable period after proposal award and maintains images of all proposal file material for review. Offerors who include an e-mail address with their proposal will be notified of the award results via e-mail.
- m. The DPMM reserves the right to request clarification of any portion of the offeror's response in order to verify the intent of the offeror. The offeror is cautioned, however, that its response may be subject to acceptance or rejection without further clarification.
- n. Any proposal award protest must be received within ten (10) business days after the date of award in accordance with the requirements of 1 CSR 40-1.050 (9).
- o. The final determination of contract(s) award shall be made by DPMM.

## 9. CONTRACT/PURCHASE ORDER

- a. By submitting a proposal, the offeror agrees to furnish any and all equipment, supplies and/or services specified in the RFP, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of: (1) the RFP, amendments thereto, and any Best and Final Offer (BAFO) request(s) with RFP changes/additions, (2) the contractor's proposal including any contractor BAFO response(s), (3) clarification of the proposal, if any, and (4) DPMM's acceptance of the proposal by "notice of award" or by "purchase order." All Exhibits and Attachments included in the RFP shall be incorporated into the contract by reference.
- c. A notice of award issued by the State of Missouri does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services for the State of Missouri, the contractor must receive a properly authorized purchase order or other form of authorization given to the contractor at the discretion of the state agency.
- d. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the DPMM or by a modified purchase order prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.

## 10. INVOICING AND PAYMENT

- a. The State of Missouri does not pay state or federal taxes unless otherwise required under law or regulation.
- b. The statewide financial management system has been designed to capture certain receipt and payment information. For each purchase order received, an invoice must be submitted that references the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
- c. The contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of the DPMM.
- d. Payment for all equipment, supplies, and/or services required herein shall be made in arrears unless otherwise indicated in the RFP.
- e. The State of Missouri assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any unauthorized quantity is subject to the state's rejection and shall be returned at the contractor's expense.
- f. All invoices for equipment, supplies, and/or services purchased by the State of Missouri shall be subject to late payment charges as provided in section 34.055, RSMo.
- g. The State of Missouri reserves the right to purchase goods and services using the state purchasing card.

## 11. DELIVERY

Time is of the essence. Deliveries of equipment, supplies, and/or services must be made no later than the time stated in the contract or within a reasonable period of time, if a specific time is not stated.

## 12. INSPECTION AND ACCEPTANCE

- a. No equipment, supplies, and/or services received by an agency of the state pursuant to a contract shall be deemed accepted until the agency has had reasonable opportunity to inspect said equipment, supplies, and/or services.
- b. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
- c. The State of Missouri reserves the right to return any such rejected shipment at the contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
- d. The State of Missouri's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the state may have.

## 13. WARRANTY

- a. The contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by the DPMM, (2) be fit and sufficient for the purpose expressed in the RFP, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.
- b. Such warranty shall survive delivery and shall not be deemed waived either by reason of the state's acceptance of or payment for said equipment, supplies, and/or services.

#### 14. CONFLICT OF INTEREST

- a. Elected or appointed officials or employees of the State of Missouri or any political subdivision thereof, serving in an executive or administrative capacity, must comply with sections 105.452 and 105.454, RSMo, regarding conflict of interest.
- b. The contractor hereby covenants that at the time of the submission of the proposal the contractor has no other contractual relationships which would create any actual or perceived conflict of interest. The contractor further agrees that during the term of the contract neither the contractor nor any of its employees shall acquire any other contractual relationships which create such a conflict.

#### 15. REMEDIES AND RIGHTS

- a. No provision in the contract shall be construed, expressly or implied, as a waiver by the State of Missouri of any existing or future right and/or remedy available by law in the event of any claim by the State of Missouri of the contractor's default or breach of contract.
- b. The contractor agrees and understands that the contract shall constitute an assignment by the contractor to the State of Missouri of all rights, title and interest in and to all causes of action that the contractor may have under the antitrust laws of the United States or the State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or procured by the contractor in the fulfillment of the contract with the State of Missouri.

#### 16. CANCELLATION OF CONTRACT

- a. In the event of material breach of the contractual obligations by the contractor, the DPMM may cancel the contract. At its sole discretion, the DPMM may give the contractor an opportunity to cure the breach or to explain how the breach will be cured. The actual cure must be completed within no more than 10 working days from notification, or at a minimum the contractor must provide DPMM within 10 working days from notification a written plan detailing how the contractor intends to cure the breach.
- b. If the contractor fails to cure the breach or if circumstances demand immediate action, the DPMM will issue a notice of cancellation terminating the contract immediately. If it is determined the DPMM improperly cancelled the contract, such cancellation shall be deemed a termination for convenience in accordance with the contract.
- c. If the DPMM cancels the contract for breach, the DPMM reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the DPMM deems appropriate and charge the contractor for any additional costs incurred thereby.
- d. The contractor understands and agrees that funds required to fund the contract must be appropriated by the General Assembly of the State of Missouri for each fiscal year included within the contract period. The contract shall not be binding upon the state for any period in which funds have not been appropriated, and the state shall not be liable for any costs associated with termination caused by lack of appropriations.

#### 17. COMMUNICATIONS AND NOTICES

Any notice to the offeror/contractor shall be deemed sufficient when deposited in the United States mail postage prepaid, transmitted by facsimile, transmitted by e-mail or hand-carried and presented to an authorized employee of the offeror/contractor.

#### 18. BANKRUPTCY OR INSOLVENCY

- a. Upon filing for any bankruptcy or insolvency proceeding by or against the contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the contractor must notify the DPMM immediately.
- b. Upon learning of any such actions, the DPMM reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the contractor responsible for damages.

#### 19. INVENTIONS, PATENTS AND COPYRIGHTS

The contractor shall defend, protect, and hold harmless the State of Missouri, its officers, agents, and employees against all suits of law or in equity resulting from patent and copyright infringement concerning the contractor's performance or products produced under the terms of the contract.

#### 20. NON-DISCRIMINATION AND AFFIRMATIVE ACTION

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall agree not to discriminate against recipients of services or employees or applicants for employment on the basis of race, color, religion, national origin, sex, age, disability, or veteran status unless otherwise provided by law. If the contractor or subcontractor employs at least 50 persons, they shall have and maintain an affirmative action program which shall include:

- a. A written policy statement committing the organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination;
- b. The identification of a person designated to handle affirmative action;
- c. The establishment of non-discriminatory selection standards, objective measures to analyze recruitment, an upward mobility system, a wage and salary structure, and standards applicable to layoff, recall, discharge, demotion, and discipline;
- d. The exclusion of discrimination from all collective bargaining agreements; and
- e. Performance of an internal audit of the reporting system to monitor execution and to provide for future planning.

If discrimination by a contractor is found to exist, the DPMM shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract, suspension, or debarment by the DPMM until corrective action by the contractor is made and ensured, and referral to the Attorney General's Office, whichever enforcement action may be deemed most appropriate.

#### 21. AMERICANS WITH DISABILITIES ACT

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall comply with all applicable requirements and provisions of the Americans with Disabilities Act (ADA).

## **22. FILING AND PAYMENT OF TAXES**

The commissioner of administration and other agencies to which the state purchasing law applies shall not contract for goods or services with a vendor if the vendor or an affiliate of the vendor makes sales at retail of tangible personal property or for the purpose of storage, use, or consumption in this state but fails to collect and properly pay the tax as provided in chapter 144, RSMo. For the purposes of this section, "affiliate of the vendor" shall mean any person or entity that is controlled by or is under common control with the vendor, whether through stock ownership or otherwise. Therefore offeror's failure to maintain compliance with chapter 144, RSMo, may eliminate their proposal from consideration for award.

## **23. TITLES**

Titles of paragraphs used herein are for the purpose of facilitating reference only and shall not be construed to infer a contractual construction of language.

Revised 12-27-12



# MEI

**TOTAL ELEVATOR SOLUTIONS**

1144 Booth Street • Kansas City, KS 66103

Phone: (816) 221-3778 • Fax: (816) 221-4254

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## COMPANY RESUME

### History:

MEI Total Elevator Solutions Kansas City Branch is a full-service elevator company with maintenance, repair, modernization, inspection and installation capabilities. This branch serves the greater Kansas City Metropolitan area as well as the states of Kansas and Missouri.

The Kansas City Branch of MEI was originally established in 1989 as Dynatron Elevator on the principle of providing a level of service unparalleled in the market.

In November 2010, Dynatron Elevator was acquired by Minnesota Elevator, Inc. and operates as a wholly owned division of MEI. Dynatron Elevator was purchased by MEI due to the similarities the companies shared in customer service, high ethical standards, top notch service, and competitive pricing.

Minnesota Elevator, Inc., in business since 1971, specializes in the manufacture, installation, modernization, and service of various types of elevators. MEI's manufactured equipment is found in nearly every US state as well as several foreign countries. In addition, MEI installs, modernizes, and maintains equipment in the greater seven-state (MN, WI, SD, ND, IA, KS, and MO) region.

MEI is a licensed, insured, and bonded elevator contractor and a member of the National Association of Elevator Contractors (NAEC) and National Elevator Industry, Inc. (NEII).

### Local Certifications/Affiliations:

- Local 12 – International Union of Elevator Constructors
- Certified Elevator Contractor
- IREM
- AAKC
- Hotel & Lodging Association
- Missouri/Kansas Hotel Owner's Association
- QEI certified inspector on staff
- OSHA 10 Certified field employee's

### Specialty:

MEI Total Elevator Solutions Kansas City Branch excels in elevator service, repair, modernization, installation, and manufacture. Our staff is committed to providing customers with outstanding service and competitive pricing. We continuously seek for ways to improve our process to deliver what matters to you: reliability, security, performance, and comfort in your buildings.

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*"Working Together To Be the Best"*

[www.meielevatorsolutions.com](http://www.meielevatorsolutions.com)



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## VENDOR'S EXPERIENCE AND QUALIFICATIONS

**BUSINESS ADDRESS:** 1144 Booth St.  
Kansas City, KS 66103

**BUSINESS PHONE/FAX:** 816-221-3778 Office  
816-221-4254 Fax

### LOCAL OFFICE PERSONNEL:

- |                                |                |
|--------------------------------|----------------|
| • General Manager KC & Wichita | Rob Gress      |
| • New Const/Mod Manager:       | Mike Aaron     |
| • Office Coordinator:          | Terri Hughes   |
| • Project Coordinator          | Leslie Hays    |
| • Account Manager Missouri     | Billy Mitchell |
| • Account Manager Kansas       | Zach Miller    |

### NUMBER OF FIELD EMPLOYEES LOCALLY:

- |                            |    |
|----------------------------|----|
| • Union elevator mechanics | 15 |
| • Account Managers         | 2  |
| • Branch Manager           | 1  |
| • New Const/Mod Manager    | 1  |
| • Office Coordinator       | 1  |
| • Project Coordinator      | 1  |

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Phone: (816) 221-3778 • Fax: (816) 221-4254

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**PERSONNEL QUALIFICATIONS:**

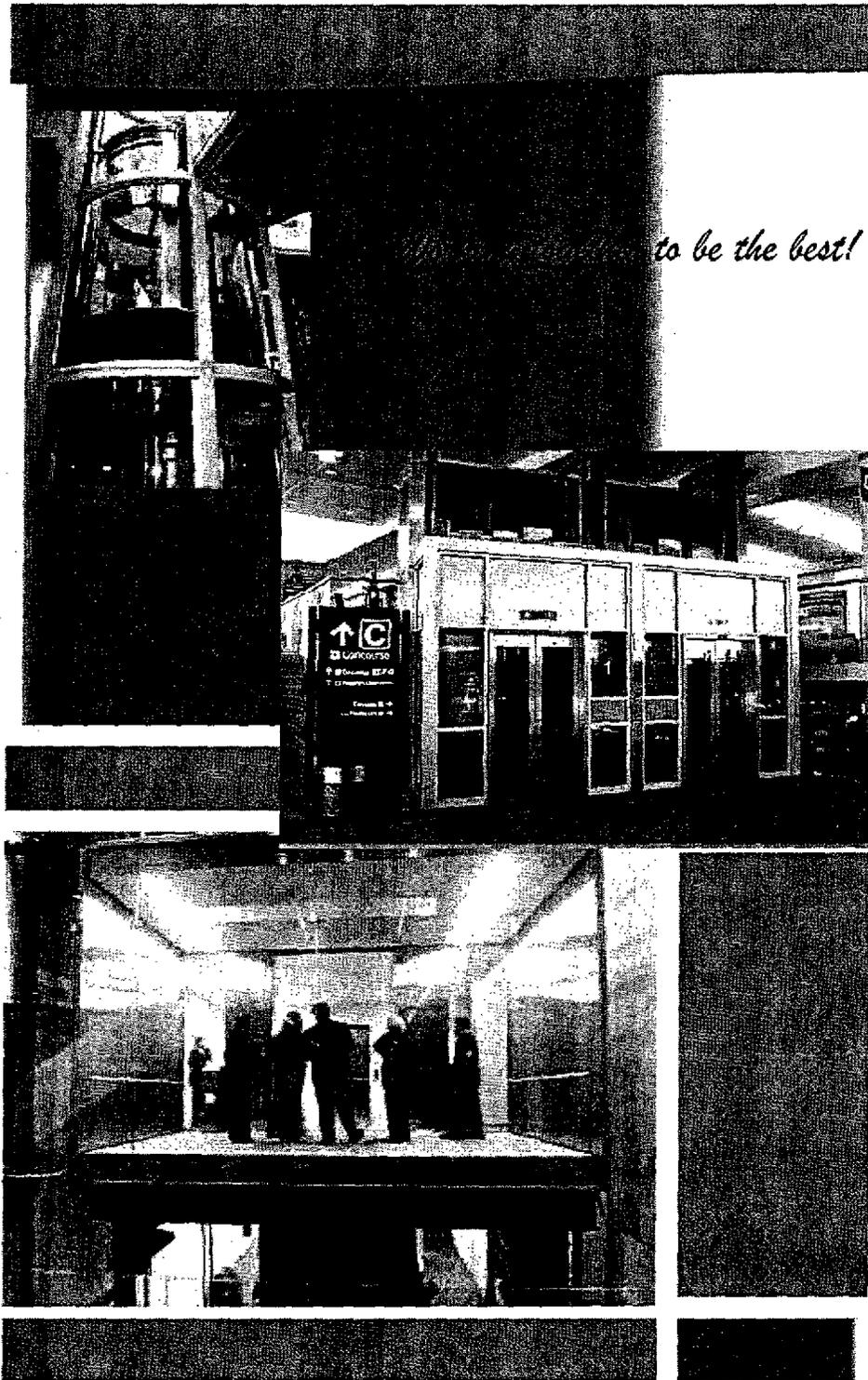
- ROB GRESS                                      BRANCH MANAGER – 22 years' experience
- WES HACKETT                                   MECHANIC – 39 years (Montgomery/Kone) (All Brands)
- BUTCH COATS                                   MECHANIC – 35 years (Montgomery, Dover, Otis)
- RUSS BAILEY                                    MECHANIC – 35 years (Dover/Thyssen)
- ROY HASTON                                    MECHANIC – 31 years (All Brands)
- LARRY BULLARD                                MECHANIC – 26 years (Montgomery/Kone)
- CHRIS HUGHES                                 MECHANIC – 23 years (All Brands)
- JIM HOWELL                                    MECHANIC – 22 years (Dover/Thyssen)
- CHUCK SMITH                                  MECHANIC – 22 years (Otis)
- BRIAN FENSTERMAKER                        MECHANIC – 14 years (Vertitron/EC/MCE)
- BRYANT GISH                                    MECHANIC – 14 years (Schindler/Otis/Schumacher)
- ALLEN WILLIAMS                                MECHANIC – 13 years (Vertitron/EC/MCE)
- ANDY POWERS                                  MECHANIC – 12 years (Vertitron/TK)
- KRIS WARREN                                  MECHANIC – 16 years (Montgomery & Kone)
- JOHN DEWITTE                                  MECHANIC – 8 years
- MIKE AARON                                    NEW CONSTRUCTION/MODERINIZATION MANAGER – 26 years
- BILLY MITCHELL                                ACCOUNT MANAGER – 20 years' experience (survey all brands)
- TERRI HUGHES                                 OFFICE COORDINATOR – 18 years' experience
- LESLIE HAYS                                    PROJECT COORDINATOR – 10 years' experience
- ZACH MILLER                                    ACCOUNT MANAGER – 5 years working for MEI
- HEATH WILSON                                  MECHANIC – Several years working in trade but new to MEI

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*"Working Together To Be the Best"*

[www.meielevatorsolutions.com](http://www.meielevatorsolutions.com)

Maintenance Control Program  
**Hydraulic**



*to be the best!*

**MEI - Total Elevator Solutions**



## **Purpose of the Maintenance Control Program (MCP)**

The current ASME A17.1 Safety Code for Elevators and Escalators, Section 8.6 requires that a written Maintenance Control Program be in place to maintain the equipment and consists of procedures for examinations, maintenance and testing of equipment at scheduled intervals. This code also mandates that compliance documentation must be accessible to elevator personnel.

### **Disclaimer Notice:**

The information contained herein is for the sole purpose of Elevator Maintenance Personal only. MEI is not responsible for errors, injuries or damages of any kind resulting from use of this document by a non-MEI employee. Every effort has been made to ensure the accuracy of information presented as factual; however, errors may exist. The information contained in this document is not all-inclusive of the any unforeseen event that may occur.

## Department of Labor Industry Test Requirements

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Minnesota's elevator code consists of the following: Safety Codes for Elevators and Escalators. The ASME A17.1-2004 with the ASME A17.1A Addenda and the Supplement ASME A17.1S-2005 is for new and altered installations. This standard also covers maintenance and testing requirements for existing elevators.

The Safety Code for Existing Elevators and Escalators is the ASME A17.3-2002. The ASME A18.1-2005 is the Safety Standard for Platform Lifts and Stairway Chairlifts. The standard for Elevator and Escalator Electrical Equipment is the ASME A17.5-2004.

The Safety Standard for Belt Manlifts is the ASME A90.1-2003, Safety Standard for Conveyors and Related Equipment is the ASME B20.1-2003. Minnesota amendments to those documents are located in chapter 1307. The ASME documents are published by the American Society of Mechanical Engineers.

## Owner Responsibilities

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**Proper use of Unit:** Ensure that the unit is being used based on it was intended at installation and that it is in safe working condition.

**Notification:** Owner is responsible for contacting a licensed elevator mechanic with any operating problems that are occurring such as noises, incorrect leveling, etc.... If an emergency occurs on the unit the owner is responsible for notifying a licensed mechanic or appropriate emergency personnel.

**Access to Elevator and Machine Room:** Access to the unit and its operating mechanisms must be limited to authorized personal and made secure by way of a lock. Building owner is responsible for assuring appropriate personnel have access.

**Environmental Conditions/Safe:** Unit and its operating mechanisms must be kept in a safe environment for any authorized personnel that access the unit. This environment must also maintain the proper temperature levels that are outlined in the unit manufacturer's guidelines. These working guidelines must be posted within the same room as the equipment.

**Regular Maintenance:** Any unit, whether a new installation or not, must be regularly maintained by a certified mechanic to ensure safe standards are upheld. The building owner/management is responsible for paying for a licensed service provider. Anything from general wear and tear to vandalism can take its toll on even the best-maintained systems. Regular and systematic attention is required not only from the service provider/contractor but also from an observant building management team.

**New Installation/Out of Service:** If a unit is a new installation or was taken out of service and now being allowed back in service must be rendered safe by a qualified elevator technician. The technician will ensure the unit is clean, has had any inoperable components replaced, make sure all safety mechanisms are working properly and perform a test run on the unit.

**Inspection:** Any local government code required inspection must be scheduled by the owner. Should the inspection need to be witnessed, it is the responsibility of the building management/owner to ensure proper personnel has witnessed the inspection.

**Code Compliance:** Owner must ensure the unit is in compliance based on the current code in place. Should further understanding of the code be required please reference the American Society of Mechanical Engineers code ASME A17.1..

**Testing Fire Service:** The National Safety Code for Elevators and Escalators, ASME A17.1-2004 sections 8.6 and 8.11 requires monthly testing of Firefighters service. Operation may vary if your equipment was designed to comply with local codes. Also, your local code official has final authority regarding the

## **Owner Responsibilities Continued....**

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need to perform this test, its frequency, and specific details regarding fire recall operation and the test procedure.

**Emergency Evacuation Procedures:** A passenger who is trapped in an elevator should only be removed by a licensed technician or authorized emergency personnel. A procedure for this process should be kept at the physical address of the unit location. A copy of this procedure and training of the procedure should be given to the authorized emergency personnel. A copy of this procedure should also be made available to any authority having jurisdiction. Please see MEIs Instructions at the end of this manual.

***\*Please refer to ASME A17.4, for further explanation if necessary. (Guide for Emergency Personnel)***

**Transparent Hoistway:** This section of the building includes the elevator pit, which can include dampness or even water ingress, dirt, debris, garbage, and personal effects, such as money, credit cards and lost keys. Hoistway maintenance must also include the car top and even the underneath of the elevator car, where, with cable elevators, a key component of the elevator safety mechanism is located. Dirt and debris gathers behind the doors, all hidden and out of sight and out of mind.

**Records:** The owner must maintain a full set of job-specific schematic drawings, technical information, specifications of the installation, instruction and maintenance manuals both from the original equipment manufacturer/installation company, including all information on door operators, and other manufactured components. However, if a service provider/contractor other than the OEM is contracted to maintain the system, the new service supplier/contractor will need this information to perform acceptable preventative maintenance, service the system, and perform any required troubleshooting. We strongly recommend that all machine room drawings be plastic laminated for durability and that copies kept off-site as backup if critical on-site operational drawings are lost. Owners must take responsibility for maintaining backup copies of system documentation, rather than relying on the service provider/contractor.

## General Maintenance

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- Top of Car:
  - Area must be kept clear of debris, water and oil.
  - Top of car should not be used as a storage area.
  
- Hoistways, Pits and Machine Rooms
  - Areas must be kept clear of debris, water and oil.
  - These spaces are not to be used as a storage space.
  - Access to all these areas must be locked.
  
- Making Safety-Related Devices Inoperative
  - No person shall at any time make inoperative or ineffective any device on which safety of users is dependent, including any electrical protective device, except where necessary during tests, inspections or maintenance.
  - During these services the elevator may not be used by the public. When completed the elevator must be returned to normal operating condition based on applicable requirements.
  
- Car and Counterweight Safeties Mechanism
  - All moving parts and counterweight safeties mechanism should be kept clean, free of rust and dirt and lubricated at frequent intervals.
  - Should the unit be in an environment where conditions are exposed to water or corrosive vapors on a constant basis the unit parts or safeties mechanisms may corrode or rust at a higher rate.
  
- Lubrication
  - Lubrication must be maintained using lubricants of grade and the quantity required by the manufactures specifications.
  - When lubricating suspension wire ropes care should be taken to make sure loss of traction does not occur.
  - Governor wire ropes should never be lubricated unless noted in the manufactures manual.
  - Guide rails should only be lubricated on elevators equipped with guiding members requiring lubrication. Rail lubricants should comply with A17.1.2.17.16. Means should be provided at the base of the rails to collect excess lubricant.
  - Any dirt accumulation, excess oil or lint should be removed from the rails. If need be a nonflammable or high-flashpoint solvent can be used to clean them.
  - Unless the manufacturer recommends it rust-preventative paint, lubricants (graphite or oil) or similar coatings should not be applied.

## **Hydraulic Mechanic Assessment**

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### **Annual Assessments (Minimum of 1 visit annually)**

- Check/tighten controller connections (8.6.1.6.3)
  - Check power and field terminal condition
- Confirm sign and data plates (8.6.1.6.7)
  - Missing or damaged plates to be repaired or replaced

### **Semi-Annual Assessments (Minimum of 2 visits annually)**

- Clean Pit (8.6.4.7.1)
  - Make sure pit is not being used as a storage area
  - Wipe down pit equipment and sweep pit clean of any debris
  - Remove any accumulated water/oil
- Check, lube, pit safety switches (8.6.1.6.2)
  - Check all parts that require lubricants and lubricate accordingly.
  - Check pit stop, bottom limit switches, etc.
- Clean car top (8.6.4.9)
  - Make sure car top is not being used as a storage area
  - Wipe down equipment and remove any debris
  - Remove any accumulated water, oil, etc.
- Check, clean, lube all landing door hardware (8.6.1.6.2/8.6.4.13.1)
  - Check hoistway door interlocks, mechanical locks, electric contacts, unlocking devices and escutcheons
  - Check car door interlocks and electric contacts
  - Re-opening Devices
  - Vision panels and grills
  - Hangers, tracks, door rollers, up-thrusts, and door safety retainers
  - Astragals and resilient members, door space guards, and sight guards
  - Sills and bottom guides, fastenings, conditions and engagement
  - Clutches, engaging vanes, retiring cams, and engaging rollers
  - Interconnecting means
  - Door closer and restrictors
- Check, clean, lube car door and door operator hardware (8.6.1.6.2/8.6.4.13.1)
  - Check hoistway door interlocks, mechanical locks, electric contacts, unlocking devices and escutcheons
  - Check car door interlocks and electric contacts
  - Re-opening Devices
  - Vision panels and grills
  - Hangers, tracks, door rollers, up-thrusts, and door safety retainers
  - Astragals and resilient members, door space guards, and sight guards

## Hydraulic Mechanic Assessment Continued....

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- Sills and bottom guides, fastenings, conditions and engagement
- Clutches, engaging vanes, retiring cams, and engaging rollers
- Interconnecting means
- Door closer and restrictors
- Verify proper working condition
  
- Check, lube all hoistway safety/terminal switches (8.6.4.14)
  
- Clean Machine Room (8.6.4.8)
  - Clean up any oil, water, dirt or garbage on the floor.
  
- Check emergency lighting/alarm bell (8.6.4.15)
  - Verify working properly
  
- Ride unit/check ride quality (8.6.5.12/8.6.4.16)
  - Stopping accuracy, leveling (anti-creep), should be appropriate for unit
  - Free of noise and vibration
  
- Visually check cab interior/components/fixtures (8.6.4.15)
  - Test emergency signaling devices
  - Test proper working condition of lighting, communication and ventilation
  
- Visual check pit/pit equipment (8.6.5.11/8.6.5.5.1/8.6.5.5.2)
  - Check for water
  - If applicable check corrosion monitoring equipment and make sure it is working properly
  - Check the buffers, traveling cables for wear / tear, lighting, sump, piston, jack, oil return, piping and rails.
  
- Visually check guide rails and brackets/lube as applicable (8.6.4.3)
  - Check the wear and tear
  
- Visually check controller operation/components/motor starter(8.6.1.6.3)
  - Check for schematic drawings of wiring.
  - Ensure that wiring, contact insulators, relay blocks, and jumpers have not had provisional measures taken
  - Test control battery and replace if necessary
  - Check all components and motor starter
  
- Visually check overall machine room space/area (8.6.4.8/8.6.1.6.5)
  - Ensure locking mechanism on access door
  - Make sure area is not being used as a storage space.
  - Proper fire extinguisher in room
  - Room ventilation/temperature working properly
  - Any corrections that need to be made must be reported to owner.

## Hydraulic Mechanic Assessment Continued...

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- Visually check oil level (.8.6.5.4/8.6.5.7/8.6.5.1.2)
  - Record of oil usage must be kept in the machine room
  - Adjust oil level as necessary
  - Keep record of oil additions or losses
  - Verify low oil indicator is functioning properly
  - If pressure tanks used, check and maintain proper liquid level at about 2/3 full
- Visually check pump unit operation/component (.1.8.6.5.9/8.6.5.5.1/8.6.5.6)
  - Confirm relief valve seal is intact
  - Check motor, pump, piping, belts, drip pan, valve and muffler bladder.
  - Check condition of any flexible hoses.

## **Roped Hydraulic Mechanic Assessment**

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### **Annual Assessments (Minimum of 1 visit annually)**

- Check/tighten controller connections (8.6.1.6.3)
  - Check power and field terminal condition
- Confirm sign and data plates (8.6.1.6.7)
  - Missing or damaged plates to be repaired or replaced
- Perform rope maintenance (8.6.4.1/8.6.4.2)
  - Ropes should be lightly lubricated, verify proper traction
  - Governor rope should be cleaned, not lubricated.
- Check governor (8.6.4.12)
  - Examine seals, hand operate to ensure all parts are in working condition
  - Clean governors, governor ropes and sheaves
- Check proper runby (8.6.5.10)
  - Make sure runby clearance is in compliance
- Check and lube safety mechanism (8.6.4.5)
  - Clean and lubricated safety mechanism
  - Ensure the safety jaws and rail clearance is within compliance

### **Semi-Annual Assessments (Minimum of 2 visits annually)**

- Clean Pit (8.6.4.7.1)
  - Make sure pit is not being used as a storage area
  - Wipe down pit equipment and sweep pit clean of any debris
  - Remove any accumulated water/oil
- Check, lube, pit safety switches (8.6.1.6.2)
  - Check all parts that require lubricants and lubricate accordingly.
  - Check pit stop, bottom limit switches, etc.
- Clean car top (8.6.4.9)
  - Make sure car top is not being used as a storage area
  - Wipe down equipment and remove any debris
  - Remove any accumulated water, oil, etc.
- Check, clean, lube all landing door hardware (8.6.1.6.2/8.6.4.13.1)
  - Check hoistway door interlocks, mechanical locks, electric contacts, unlocking devices and escutcheons
  - Check car door interlocks and electric contacts
  - Re-opening Devices
  - Vision panels and grills
  - Hangers, tracks, door rollers, up-thrusts, and door safety retainers

## Roped Hydraulic Mechanic Assessment Continued...

- Astragals and resilient members, door space guards, and sight guards
- Sills and bottom guides, fastenings, conditions and engagement
- Clutches, engaging vanes, retiring cams, and engaging rollers
- Interconnecting means
- Door closer and restrictors
- Check, clean, lube car door and door operator hardware (8.6.1.6.2/8.6.4.13.1)
  - Check hoistway door interlocks, mechanical locks, electric contacts, unlocking devices and escutcheons
  - Check car door interlocks and electric contacts
  - Re-opening Devices
  - Vision panels and grills
  - Hangers, tracks, door rollers, up-thrusts, and door safety retainers
  - Astragals and resilient members, door space guards, and sight guards
  - Sills and bottom guides, fastenings, conditions and engagement
  - Clutches, engaging vanes, retiring cams, and engaging rollers
  - Interconnecting means
  - Door closer and restrictors
  - Verify proper working condition
- Check, lube all hoistway safety/terminal switches (8.6.4.14)
- Clean Machine Room (8.6.4.8)
  - Clean up any oil, water, dirt or garbage on the floor.
- Check emergency lighting/alarm bell (8.6.4.15)
  - Verify working properly
- Ride unit/check ride quality (8.6.5.12/8.6.4.16)
  - Stopping accuracy, leveling (anti-creep), should be appropriate for unit
  - Free of noise and vibration
- Visually check cab interior/components/fixtures (8.6.4.15)
  - Test emergency signaling devices
  - Test proper working condition of lighting, communication and ventilation
- Visual check pit/pit equipment (8.6.5.11/8.6.5.5.1/8.6.5.5.2)
  - Check for water
  - If applicable check corrosion monitoring equipment and make sure it is working properly
  - Check the buffers, traveling cables for wear / tear, lighting, sump, piston, jack, oil return, piping and rails.
- Visually check guide rails and brackets/lube as applicable (8.6.4.3)
  - Check the wear and tear
- Visually check controller operation/components/motor starter(8.6.1.6.3)
  - Check for schematic drawings of wiring.

## Roped Hydraulic Maintenance Assessment Continued...

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- Ensure that wiring, contact insulators, relay blocks, and jumpers have not had provisional measures taken
- Test control battery and replace if necessary
- Check all components and motor starter
  
- Visually check overall machine room space/area (8.6.4.8/8.6.1.6.5)
  - Ensure locking mechanism on access door
  - Make sure area is not being used as a storage space.
  - Proper fire extinguisher in room
  - Room ventilation/temperature working properly
  - Any corrections that need to be made must be reported to owner.
  
- Visually check oil level (.8.6.5.4/8.6.5.7/8.6.5.1.2)
  - Record of oil usage must be kept in the machine room
  - Adjust oil level as necessary
  - Keep record of oil additions or losses
  - Verify low oil indicator is functioning properly
  - If pressure tanks used, check and maintain proper liquid level at about 2/3 full
  
- Visually check pump unit operation/component (.1.8.6.5.9/8.6.5.5.1/8.6.5.6)
  - Confirm relief valve seal is intact
  - Check motor, pump, piping, belts, drip pan, valve and muffler bladder.
  - Check condition of any flexible hoses.

## **Elevator Emergency Evacuation Procedures**

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**In the event of an elevator entrapment please follow the following procedures:**

*Movement of the elevator car is not advised unless you are under the direct supervision of qualified elevator personnel, as their experience and expertise assure the resourcefulness necessary to cope with the various complex hazards that may arise.*

- 1) Contact elevator or emergency services personnel and inform them of the entrapment situation providing building location, elevator location and a facility contact name and phone number
- 2) The responsible personnel in the building should immediately communicate with the occupants of the elevator car to inform them that:
  - a. The elevator company or emergency services trained in elevator evacuation procedures has been called and will be arriving shortly
  - b. Stay calm
  - c. They are safe
  - d. Steps are being taken to evacuate them from the elevator
  - e. Stand clear of the doors, as they may be opened
- 3) In communicating with the occupants of the elevator car, the following information should be obtained for guidance in making decisions on actions to be taken in the rescue operation:
  - a. The number of persons in the elevator car
  - b. Whether any of the occupants in the car are ill or injured\*
  - c. Whether the lights are on in the elevator car
  - d. The location of the elevator car in the hoistway (if known)

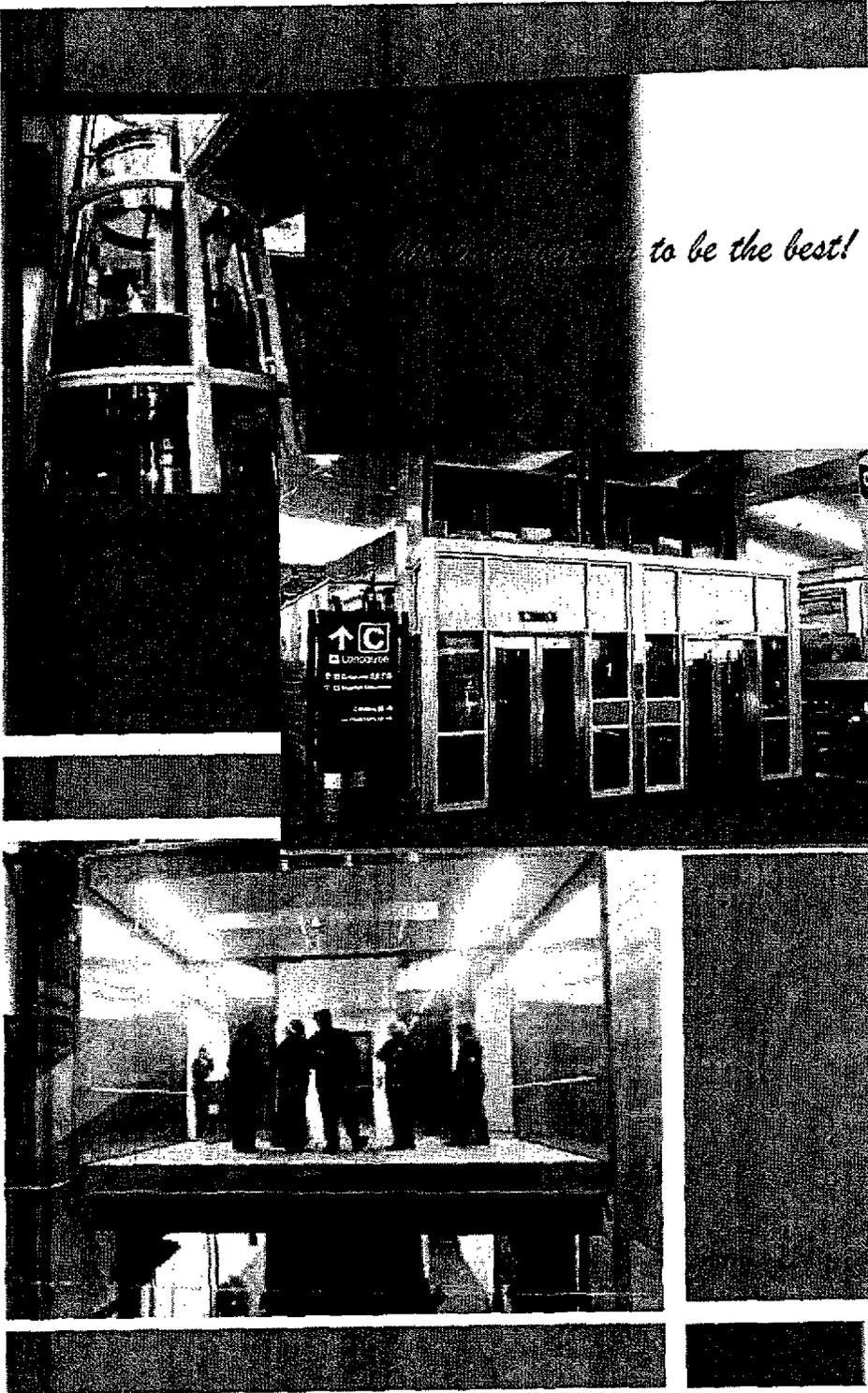
*\*The severity of the illness/injury will be a determining factor on whether to contact an elevator service company or emergency services personnel.*

The information gathered should then be relayed to elevator personnel or emergency services personnel trained in elevator evacuation procedures. The occupants of the elevator car should continually be kept informed and reassured of their safety and to stay calm.

Maintenance Control Program  
**Traction**

*to be the best!*

**WE - TOTAL ELEVATOR SOLUTIONS**





## **Purpose of the Maintenance Control Program (MCP)**

The current ASME A17.1 Safety Code for Elevators and Escalators, Section 8.6 requires that a written Maintenance Control Program be in place to maintain the equipment *and consists of procedures for examinations, maintenance and testing of equipment at scheduled intervals.* This code also mandates that compliance documentation must be accessible to elevator personnel.

### **Disclaimer Notice:**

The information contained herein is for the sole purpose of Elevator Maintenance Personal only. MEI is not responsible for errors, injuries or damages of any kind resulting from use of this document by a non-MEI employee. Every effort has been made to ensure the accuracy of information presented as factual; however, errors may exist. The information contained in this document is not all-inclusive of the any unforeseen event that may occur.

This document has been produced based on ASME A17.1 - 8.6 requirements. The information contained in this document is confidential and the property of MEI.

## **Department of Labor Industry Test Requirements**

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Minnesota's elevator code consists of the following: Safety Codes for Elevators and Escalators. The ASME A17.1-2004 with the ASME A17.1A Addenda and the Supplement ASME A17.1S-2005 is for new and altered installations. This standard also covers maintenance and testing requirements for existing elevators.

The Safety Code for Existing Elevators and Escalators is the ASME A17.3-2002. The ASME A18.1-2005 is the Safety Standard for Platform Lifts and Stairway Chairlifts. The standard for Elevator and Escalator Electrical Equipment is the ASME A17.5-2004.

The Safety Standard for Belt Manlifts is the ASME A90.1-2003, Safety Standard for Conveyors and Related Equipment is the ASME B20.1-2003. Minnesota amendments to those documents are located in chapter 1307. The ASME documents are published by the American Society of Mechanical Engineers.

## **Owner Responsibilities**

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**Proper use of Unit:** Ensure that the unit is being used based on it was intended at installation and that it is in safe working condition.

**Notification:** Owner is responsible for contacting a licensed elevator mechanic with any operating problems that are occurring such as noises, incorrect leveling, etc.... If an emergency occurs on the unit the owner is responsible for notifying a licensed mechanic or appropriate emergency personnel.

**Access to Elevator and Machine Room:** Access to the unit and its operating mechanisms must be limited to authorized personal and made secure by way of a lock. Building owner is responsible for assuring appropriate personnel have access.

**Environmental Conditions/Safe:** Unit and its operating mechanisms must be kept in a safe environment for any authorized personnel that accesses the unit. This environment must also maintain the proper temperature levels that are outlined in the unit manufacturer's guidelines. These working guidelines must be posted within the same room as the equipment.

**Regular Maintenance:** Any unit, whether a new installation or not, must be regularly maintained by a certified mechanic to ensure safe standards are upheld. The building owner/management is responsible for paying for a licensed service provider. Anything from general wear and tear to vandalism can take its toll on even the best-maintained systems. Regular and systematic attention is required not only from the service provider/contractor but also from an observant building management team.

**New Installation/Out of Service:** If a unit is a new installation or was taken out of service and now being allowed back in service must be rendered safe by a qualified elevator technician. The technician will ensure the unit is clean, has had any inoperable components replaced, make sure all safety mechanisms are working properly and perform a test run on the unit.

**Inspection:** Any local government code required inspection must be scheduled by the owner. Should the inspection need to be witnessed, it is the responsibility of the building management/owner to ensure proper personnel has witnessed the inspection.

**Code Compliance:** Owner must ensure the unit is in compliance based on the current code in place. Should further understanding of the code be required please reference the American Society of Mechanical Engineers code ASME A17.1..

**Testing Fire Service:** The national Safety Code for Elevators and Escalators, ASME A17.1-2004 sections 8.6 and 8.11 requires monthly testing of Firefighters service. Operation may vary if your equipment was designed to comply with local codes. Also, your local code official has final authority regarding the

## **Owner Responsibilities Continued....**

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need to perform this test, its frequency, and specific details regarding fire recall operation and the test procedure.

**Emergency Procedures:** A passenger who is trapped in an elevator should only be removed by a licensed technician or authorized emergency personnel. A procedure for this process should be kept at the physical address of the unit location. A copy of this procedure and training of the procedure should be given to the authorized emergency personnel. A copy of this procedure should also be made available to any authority having jurisdiction.

***\*Please refer to ASME A17.4, for the required written emergency procedures. (Guide for Emergency Personnel)***

**Records:** The owner must maintain a full set of job-specific schematic drawings, technical information, specifications of the installation, instruction and maintenance manuals both from the original equipment manufacturer/installation company, including all information on door operators, and other manufactured components. However, if a service provider/contractor other than the OEM is contracted to maintain the system, the new service supplier/contractor will need this information to perform acceptable preventative maintenance, service the system, and perform any required troubleshooting. We strongly recommend that all machine room drawings be plastic laminated for durability and that copies kept off-site as backup if critical on-site operational drawings are lost. Owners must take responsibility for maintaining backup copies of system documentation, rather than relying on the service provider/contractor.

## General Maintenance

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- Top of Car:
  - Area must be kept clear of debris, water and oil.
  - Top of car should not be used as a storage area.
  
- Hoistways, Pits and Machine Rooms
  - Areas must be kept clear of debris, water and oil.
  - These spaces are not to be used as a storage space.
  - Access to all these areas must be locked.
  
- Making Safety-Related Devices Inoperative
  - No person shall at any time make inoperative or ineffective any device on which safety of users is dependent, including any electrical protective device, except where necessary during tests, inspections or maintenance.
  - During these services the elevator may not be used by the public. When completed the elevator must be returned to normal operating condition based on applicable requirements.
  
- Car and Counterweight Safeties Mechanism
  - All moving parts and counterweight safeties mechanism should be kept clean, free of rust and dirt and lubricated at frequent intervals.
  - Should the unit be in an environment where conditions are exposed to water or corrosive vapors on a constant basis the unit parts or safeties mechanisms may corrode or rust at a higher rate.
  
- Lubrication
  - Lubrication must be maintained using lubricants of grade and the quantity required by the manufactures specifications.
  - When lubricating suspension wire ropes care should be taken to make sure loss of traction does not occur.
  - Governor wire ropes should never be fubricated unless noted in the manufactures manual.
  - Guide rails should only be lubricated on elevators equipped with guiding members requiring lubrication. Rail lubricants should comply with A17.1.2.17.16. Means should be provided at the base of the rails to collect excess lubricant.
  - Any dirt accumulation, excess oil or lint should be removed from the rails. If need be a nonflammable or high-flashpoint solvent can be used to clean them.
  - Unless the manufacturer recommends it rust-preventative paint, lubricants (graphite or oil) or similar coatings should not be applied.

## **Geared Mechanic Assessment**

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### **Annual Assessments (Minimum of 1 visit annually)**

- Check/tighten controller connections (8.6.1.6.3)
  - Check power and field terminal condition
- Confirm sign and data plates (8.6.1.6.7)
  - Missing or damaged plates to be repaired or replaced
- Clean controller, MG, hoist motor (8.6.1.6.3)
- Lube MG, hoist motor, governor bearings (8.6.1.6.3)
  - If applicable lubricate MG and MG equipment and remove overflow of lubricants.
- Lube compensation & governor tail sheaves (8.6.4.12)

### **Semi-Annual Assessments (Minimum of 2 visits annually)**

- Clean Pit (8.6.4.7.1)
  - Make sure pit is not being used as a storage area
  - Wipe down pit equipment and sweep pit clean of any debris
  - Remove any accumulated liquid or debris
- Check, lube, pit safety switches (8.6.1.6.2)
  - Check all parts that require lubricants and lubricate accordingly.
  - Verify proper working condition of switch, switch rollers and pivot points.
- Clean car top (8.6.4.9)
  - Make sure car top is not being used as a storage area
  - Wipe down equipment and remove any debris
- Check, clean, lube all landing door hardware (8.6.1.6.2/8.6.4.13.1)
  - Clean hangers tracks, hanger, closer cables, relating cables and sills
  - Check relating cable, hanger rollers, door alignment, gibs, closers, clutch components, bumpers, sight guards, lock components/contacts for damage from wear and tear or any operating issues.
- Check, clean, lube car door and door operator hardware (8.6.1.6.2/8.6.4.13.1)
  - Verify proper working condition
  - Lubricate bearings, rollers and pivot point.
  - Check pivot arms, tracks, roller, gibs, relating cables, hangers, belts, sheaves, control cable, sill, switches/contacts, safety door protection device, bumpers, tension belts/cables.

## Geared Mechanic Assessment Continued...

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- Check, lube all hoistway safety/terminal switches (8.6.4.14)
  - Verify proper working condition
- Clean Machine Room (8.6.4.8)
  - Clean up liquids, dirt or garbage on the floor.
- Check emergency lighting/alarm bell (8.6.4.15)
  - Verify working properly
- Ride unit/check ride quality (8.6.5.12/8.6.4.16)
  - Stopping accuracy, leveling properly, speed accurate
  - Free of noise and vibration
- Visually check cab interior/components/fixtures (8.6.4.15)
  - Test emergency signaling devices
  - Test proper working condition of lighting, communication and ventilation
- Visual check pit/pit equipment (8.6.5.11/8.6.5.5.1/8.6.5.5.2)
  - Check for water
  - Check the buffers, traveling cables for wear / tear, lighting, sump, sheave, ropes, and rails.
- Visually check overall machine room space/area (8.6.4.8/8.6.1.6.5)
  - Ensure locking mechanism on access door
  - Make sure area is not being used as a storage space.
  - Proper fire extinguisher in room
  - Room ventilation/temperature working properly
  - Any corrections that need to be made must be reported to owner.
- Visual check controller operation / condition (8.6.1.6.3)
  - Verify proper working condition of lights, contacts/coils, resistor, capacitors, wiring
  - Remove any dirt or debris
- Perform rope maintenance (8.6.4.12)
  - Check governor, compensation rope, hoist rope tension or slippage.
  - Check the diameter, wear and tear, slippage, and lubricate if necessary.
- Visual check, bottom of car equipment (8.6.4.12)
  - Check guides, traveling cable and fastening, platform and frame.
- Visual check governor operation / condition (8.6.4.2/8.6.4.12)
- Lube brake components / pins etc. (8.6.1.6.2)

## Geared Mechanic Assessment Continued....

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- Check that pins are free .
- Visually check hoist machine / motor/ brake / MG operation / condition (8.6.4.6.1/8.6.4.17/8.6.4.6)
  - Check that the following are working properly and have not sustained excessive wear and tear; brushes, commutator, machine oil level, bearings, drive sheave, ropes, supports, brake

## **Gearless Mechanic Assessment**

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### **Annual Assessments (Minimum of 1 visit annually)**

- Check/tighten controller connections (8.6.1.6.3)
  - Check power and field terminal condition
- Confirm sign and data plates (8.6.1.6.7)
  - Missing or damaged plates to be repaired or replaced
- Clean controller, MG, hoist motor (8.6.1.6.3)
- Lube MG, hoist motor, governor bearings (8.6.1.6.3)
  - If applicable lubricate MG and MG equipment and remove overflow of lubricants.
- Lube compensation & governor tail sheaves (8.6.4.12)

### **Semi-Annual Assessments (Minimum of 2 visits annually)**

- Clean Pit (8.6.4.7.1)
  - Make sure pit is not being used as a storage area
  - Wipe down pit equipment and sweep pit clean of any debris
  - Remove any accumulated liquid
- Check, lube, pit safety switches (8.6.1.6.2)
  - Check all parts that require lubricants and lubricate accordingly.
  - Verify proper working condition of switch, switch rollers and pivot points.
- Clean car top (8.6.4.9)
  - Make sure car top is not being used as a storage area
  - Wipe down equipment and remove any debris
- Check, clean, lube all landing door hardware (8.6.1.6.2/8.6.4.13.1)
  - Clean hangers tracks, hanger, closer cables, relating cables and sills
  - Check relating cable, hanger rollers, door alignment, gibs, closers, clutch components, bumpers, sight guards, lock components/contacts for damage from wear and tear or any operating issues.
- Check, clean, lube car door and door operator hardware (8.6.1.6.2/8.6.4.13.1)
  - Verify proper working condition
  - Lubricate bearings, rollers and pivot point.
  - Check pivot arms, tracks, roller, gibs, relating cables, hangers, belts, sheaves, control cable, sill, switches/contacts, safety door protection device, bumpers, tension belts/cables.

## Gearless Mechanic Assessment Continued...

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- Check, lube all hoistway safety/terminal switches (8.6.4.14)
  - Verify proper working condition
- Clean Machine Room (8.6.4.8)
  - Clean up liquids, dirt or garbage on the floor.
- Check emergency lighting/alarm bell (8.6.4.15)
  - Verify working properly
- Ride unit/check ride quality (8.6.5.12/8.6.4.16)
  - Stopping accuracy, leveling properly, speed accurate
  - Free of noise and vibration
- Visually check cab interior/components/fixtures (8.6.4.15)
  - Test emergency signaling devices
  - Test proper working condition of lighting, communication and ventilation
- Visual check pit/pit equipment (8.6.5.11/8.6.5.5.1/8.6.5.5.2)
  - Check for water
  - Check the buffers, traveling cables for wear / tear, lighting, sump, sheave, ropes, and rails.
- Visually check overall machine room space/area (8.6.4.8/8.6.1.6.5)
  - Ensure locking mechanism on access door
  - Make sure area is not being used as a storage space.
  - Proper fire extinguisher in room
  - Room ventilation/temperature working properly
- Visual check controller operation / condition (8.6.1.6.3)
  - Verify proper working condition of lights, contacts/coils, resistor, capacitors, wiring
  - Remove any dirt or debris
- Perform rope maintenance (8.6.4.12)
  - Check governor, compensation rope, hoist rope tension or slippage.
  - Check the diameter, wear and tear, slippage, and lubricate if necessary.
- Visual check, bottom of car equipment (8.6.4.12)
  - Check guides, traveling cable and fastening, platform and frame.
- Visual check governor operation / condition (8.6.4.2/8.6.4.12)
- Lube brake components / pins etc. (8.6.1.6.2)

## Gearless Mechanic Assessment Continued...

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- Check that pins are free
- Visually check hoist machine / motor/ brake / MG operation / condition (8.6.4.6.1/8.6.4.17/8.6.4.6)
  - Check that the following are working properly and have not sustained excessive wear and tear; brushes, commutator, machine oil level, bearings, drive sheave, ropes, supports, brake

## **Elevator Emergency Evacuation Procedures**

**In the event of an elevator entrapment please follow the following procedures:**

*Movement of the elevator car is not advised unless you are under the direct supervision of qualified elevator personnel, as their experience and expertise assure the resourcefulness necessary to cope with the various complex hazards that may arise.*

- 1) Contact elevator or emergency services personnel and inform them of the entrapment situation providing building location, elevator location and a facility contact name and phone number
- 2) The responsible personnel in the building should immediately communicate with the occupants of the elevator car to inform them that:
  - a. The elevator company or emergency services trained in elevator evacuation procedures has been called and will be arriving shortly
  - b. Stay calm
  - c. They are safe
  - d. Steps are being taken to evacuate them from the elevator
  - e. Stand clear of the doors, as they may be opened
- 3) In communicating with the occupants of the elevator car, the following information should be obtained for guidance in making decisions on actions to be taken in the rescue operation:
  - a. The number of persons in the elevator car
  - b. Whether any of the occupants in the car are ill or injured\*
  - c. Whether the lights are on in the elevator car
  - d. The location of the elevator car in the hoistway (if known)

*\*The severity of the illness/injury will be a determining factor on whether to contact an elevator service company or emergency services personnel.*

The information gathered should then be relayed to elevator personnel or emergency services personnel trained in elevator evacuation procedures. The occupants of the elevator car should continually be kept informed and reassured of their safety and to stay calm.

1144 Booth Street  
Kansas City, KS 66103

DPMM  
301 WEST HIGH STREET, ROOM 630  
JEFFERSON CITY, MO 65101

ROUND DEC 22 11 14 AM 1024 DA-10PMH

RFP NO. B3215025  
ELEVATOR/ESCALATOR MAINTENANCE SERVICES  
DUE: TUESDAY, DECEMBER 23, 2014 @ 2PM