REQUEST FOR PROPOSAL

ELEVATOR MAINTENANCE AND INSPECTION SERVICES

CITY OF
COVINGTON
KENTUCKY

CITY OF COVINGTON, KENTUCKY
OPERATIONS DEPARTMENT
20 WEST PIKE STREET
COVINGTON, KY 41011

ELEVATOR INSPECTION AND MAINTENANCE SERVICES

The City of Covington, Kentucky ("City") invites proposals from qualified, competent, and experienced providers that service, inspect and maintain elevator equipment and administer the duties and responsibilities set forth in this Request for Proposal ("RFP"), in compliance with all applicable laws, regulations, policies and procedures. Companies submitting proposals must be prepared to enter into a contract for the provision of requested services and duties as set forth in this RFP.

Issue Date: **November 7th, 2016**

RFP Title: Elevator Inspection and Maintenance Services

Issuing Department: City of Covington
Operations Department
20 West Pike Street
Covington, KY 41011

Contact: Allison Hudson
Compliance Officer
(859) 292-2178
AHudson@covingtonky.gov

I. SUBMISSION DEADLINE

Proposals must be submitted in a sealed envelope plainly marked on the outside **"SEALED BID FOR ELEVATOR INSPECTION AND MAINTENANCE SERVICES - DO NOT OPEN WITH REGULAR MAIL."**

SEALED RESPONSES MUST BE MAILED OR PHYSICALLY DELIVERED TO:

Finance Department
First Floor Window
City Hall
City of Covington
20 West Pike Street
Covington, Kentucky 41011

RESPONSES MUST BE SUBMITTED BY: 10:00 a.m. on December 2nd, 2016.

Sealed bids will be publicly opened by the City Clerk or her designee in City Hall Commission Chambers, 20 West Pike Street, 1st Floor, at the above date and time. The Board of Commissioners reserves the right to reject any and all bids.

II. TIME LINE OF EVENTS

PROPOSAL SCHEDULE	DATE
Issuance of RFP; Solicitation for Bids	November 07, 2016.
Pre-Bid Site Visit	November 10, 2016. Will begin at 10 a.m., please come to: 20 West Pike Street, Covington, KY 41011.
Deadline for Vendor Questions or Clarification.	November 28, 2016. All modifications/ answers to be posted by November 29, 2016 via www.covingtonky.gov.
Deadline for Submission of RFP	December 02, 2016.
Anticipated Award Date	Contingent upon Commission Approval

III. PROPOSAL STIPULATIONS AND REQUIREMENTS

The City of Covington has prepared this Request to solicit Proposals for the required annual inspections and ongoing maintenance of the City's elevator and dumbwaiter stations.

A. General Information

The City of Covington, Kentucky is a Kentucky Home Rule Class city. The executive and legislative authority is vested in the Board of Commissioners, which consists of the Mayor and four Commissioners. The City Manager is the chief administrative officer and is responsible for day-to-day operations. The City Manager is assisted by an Assistant City Manager for Administration and Assistant City Manager for Development, in addition to various department heads and City staff, including an Operations Director, a Finance Director, and a Human Resources Director.

The City has a number of boards and commissions pursuant to both state law and local ordinance. While some boards are comprised wholly or partially of City employees or officials, others are comprised of citizens and/or qualified representatives who are not otherwise employed by the City (e.g., Board of Adjustment, Code Enforcement Board, Urban Design Review Board, Audit Committee).

B. Proposal Guarantee/ Award Procedure

It is anticipated that a recommendation for award for this Proposal will be made no more than thirty (30) days after the Proposal due date. All interested parties are required to guarantee their Proposals as an **irrevocable offer valid for ninety (90) days after the Proposal due date.** The City of Covington, Kentucky in its sole and absolute discretion (1) shall have the right to award a contract for any or all items/services listed in each Proposal; (2) shall have the right to reject any and all Proposals as it deems to be in its best interests, to waive formalities and reasonable irregularities in submitted documents; (3) shall not be bound to accept the lowest Proposal, and; (4) shall be allowed to accept the total Proposal of any one vendor.

C. Revisions

If it becomes necessary to revise any part of this RFP, a written addendum will be issued and made available via the City's website, www.covingtonky.gov. The City is not bound by any oral representations, clarifications, or changes made by City employees, unless such clarification or change is provided to all respondents, in written addendum, from an authorized representative of the City.

D. Non- Discriminatory Statement

The City expressly prohibits discrimination of any manner, and requires the same regard from all companies it engages with. The City does not discriminate against any individual or provider based on disability, age, sex, race, color, religion, ancestry, national origin, sexual orientation, gender identity, familial status, marital and/or parental status. City of Covington Code of Ordinances § 37.01.

E. References and Experience

All interested parties are required to submit with their Proposal a comprehensive list of references. Interested parties should provide a minimum of three (3) references in which they have provided similar or related services. References shall need to include the following information: company name, address, telephone number and contact person. Interested parties agree to authorize the City to verify references provided, so as to determine quality and manner of previous work performed.

F. Compliance with Laws

All Respondents shall observe and comply with all regulations, laws, and ordinances of local, state, and federal governments during the Proposal process, and upon an award of contract.

G. Response Request Disclaimer

This Request does not commit the City to enter into a contract, or award any services in relation to this specific document, nor does it obligate the City to pay any costs incurred in preparation or submission of a Proposal or in anticipation of a contract. This issued Request is not binding upon the City, nor does it grant any rights to any Respondents hereunder.

H. Waiver

Failure of the City to maintain strict compliance on any one occasion with any term, covenant or condition herein shall not be deemed an absolute waiver of such term, covenant or condition, nor shall it relinquish any future compliance to other terms, covenants or conditions listed throughout this Request.

I. Procedures

1. **Deviations from Specifications**. All deviations from requested specifications must be clearly stated within the Proposal. Any significant limitation(s) in scope or manner of

proposed work, restrictive conditions, etc., should also be clearly disclosed. Responses failing to meet all of the specifications will not necessarily be rejected as long as any/ all deviations are openly addressed and disclosed with sufficient detail.

2. **Duration of Proposal.** All Proposals shall remain open and valid without material change for at least ninety (90) days after the Proposal due date.

3. **Pricing Terms of Proposal.** The City requests to view pricing information for services from qualified vendors who can provide and meet all specified requirements of this Proposal for a **(3) year period**, with the option of (2) two, single-year renewals, for a total period of performance not to exceed (5) five years. The renewal feature shall be exercised by the City, at its sole discretion. The City's failure to exercise the renewal in the fourth year following the (3) three-year contractual period shall terminate the option of the fifth year renewal. The City is not bound by the terms of this Proposal and may choose to alter the length of the contract at its ultimate discretion.

4. **Subcontracting.** The City is seeking responses from full-service providers. Proposal which require certain portions of sub-contracting work will not necessary be rejected as long as the Respondent discloses all sub-contracting needs and information within their response, including but not limited to: (1) reason for sub-contracting; (2) task to be sub-contracted; (3) vendor who will be performing task. The City retains the decision to either accept or reject a Vendor's request to use sub-contractors. Vendor retains the ultimate responsibility to ensure ongoing compliance with the requirements of the awarded contract.

5. **Insurance Requirement**

A. **Policies, Coverages, and Endorsements.** Respondent agrees to maintain, at its sole cost and expense, the following insurance policies with minimum coverage and limits required by the Commonwealth of Kentucky. Prior to an award of contract Respondent may be asked to name the City (its officers, agents and employees) as 'additional insured' parties on the original policy and all renewals or replacements during the term of the agreement.

a) **Commercial General Liability.** Minimum coverage limits are listed below.

(1) Each Occurrence $1,000,000

(2) General Aggregate $2,000,000

b) **Worker's Compensation.** Upon an award of contract Respondent must maintain ongoing compliance with the Commonwealth of Kentucky's requirements for Worker's Compensation Insurance, KRS Chapter 342.

B. **Subrogation.** A waiver of subrogation endorsement to the effect that the issuer waives any claim or right in the nature of subrogation to recover against the

City, its officers, agents and employees should be furnished to the City upon request, and prior to an award of service.

C. **Proof of Insurance.** The policies, coverages and endorsements required by this section shall be shown on a Certificate of Insurance on which the City must be listed as the 'Certificate Holder' and shall be furnished to the City, upon request, and prior to an award of service.

D. **Cancellation.** Upon an award of contract all relevant insurance policies, specifically worker's compensation and general commercial liability, shall be endorsed to provide thirty (30) days advanced written notice to the City of cancellation, nonrenewal and reduction in coverage. Mailed to: Risk Manager, 20 West Pike Street, Covington KY 41011.

E. **Indemnification.** To the extent permitted under the United States Constitution and the laws of the Commonwealth of Kentucky, Respondent agrees to indemnify and hold harmless the City and its directors, officers, employees and agents from all suits, actions, claims or cost of any character, type or description brought or made on account of any loss, expense, liability, damage, claim, including personal injury and/or death sustained by any person(s) or property arising out of the acts or negligence of the Respondent, the Respondent's personnel, its agents, and employees.

6. **Non-Compliance with Proposal.** It is understood and agreed, in the event of an award of contract, if said contract fails to meet the terms and conditions accepted by the City as specified in Respondent's submitted Proposal, and any prior agreements leading up to contract, then the City shall, at its sole discretion, have the right to:

   a. Cancel the contract; OR

   b. Require the Respondent to comply with the terms of the submitted Proposal, at the quoted price (absent extenuating circumstance).

IV. PROPOSAL FORMAT

Proposals shall be submitted on standard 8.5 x 11 inch paper with font size no smaller than twelve (12) point. Proposals shall consist of one (1) signed original and two (2) copies, submitted in a sealed envelope plainly marked **"SEALED BID FOR ELEVATOR MAINTENANCE AND INSPECTION SERVICES- DO NOT OPEN WITH REGULAR MAIL."** Proposals shall consist of the following:

1. **Ownership Information.** Which shall summarize the name of the company and the company's background. Including but not limited to: current ownership and officers; the year the company was established; the former name(s) of the company, *if*

applicable; the state in which the company is incorporated; and the organizational hierarchy.

2. **An Executive Summary.** The Executive Summary should not exceed three (3) pages in length and should detail the Respondent's ability to satisfactorily perform the required work. Respondent should detail skill, experience, familiarity and overall understanding associated with elevator maintenance, repair and inspection services. Response should include information regarding staffing requirements and key personnel, copies of applicable professional credentials should be attached when necessary.

3. **References.** References to other companies and/or government entities for which the Respondent has provided similar services; Respondent should include a minimum of (3) three references that are similar in nature and scope to the services detailed below. Each reference should include: company name, address, contact person, contact information (including email and telephone number); additional information may include: dates of performance, and type of service(s) provided.

4. **Identify Subcontractors (if applicable).** Respondent must also disclose all subcontracting information, with coordinating credentials and requested details outlined in section **III(H)(4)**.

5. **Financial Information.** Respondent must submit a copy of their last audited financial statements. A letter from the Vendor's CPA is an acceptable alternative for non-public companies, but must also include a statement that financial solvency is adequate to meet expenditures for at least one year.

6. **Fee Schedule.** Respondent should complete the attached "Proposal Pricing Form." Respondent should include a cost and fees breakdown per service and per location when location causes a variation in pricing terms. All ancillary charges not included in the pricing structure (i.e., emergency call-outs, after-hours services, truck fees, etc.) must be identified.

7. **Anticipated Timeline of Work.** Proposals should include an anticipated timeline of work for routine maintenance and annual inspection requirements. Including a breakdown of monthly, quarterly, semi-annual and annual scheduled maintenance.

8. **Sample Contract Terms.** Respondent should include a sample contract and/or standard terms and conditions generally associated with the requested services.

9. **Insurance Requirements.** The City requests an enclosure of up-to-date proof of insurance certifications for Respondent's (1) Worker's Compensation insurance coverage and; (2) Respondent's Commercial/ General Liability coverage.

10. **Attachments.** Completion of the required attachments should be included in the Respondent's proposal, including: *Respondent Information Form*; *Proposal Pricing Form*.

11. **Notice of Deviation.** *If Applicable.* Deviations from the requested service terms listed below must be expressly disclosed. Proposals failing to meet all of the specifications will not necessarily be rejected, but any deviations must be clearly noted to be considered.

12. ***Optional:*** Additional information to more fully outline the Respondent's qualifications.

V. SCOPE OF WORK

A. General Information. The City is soliciting Proposals from qualified vendors to provide elevator maintenance and inspection services for all City owned elevator stations.

1. The City shall require ongoing coordination with the awarded vendor and the City's designated Risk Manager, prior to performance of any work on City property.

2. The contract term or period of performance shall be for a (3) three consecutive years, and shall include (2) two single year options of renewal, for a total period of performance not to exceed (5) years.

3. A successful elevator contractor shall furnish all materials, labor, supervision, tools, supplies, and other expenses necessary to provide full maintenance services, repairs, inspections, adjustments, tests and replacement of parts as described herein and in accordance with the industry standard.

4. Respondent shall ensure ongoing compliance with the laws and requirements of the Commonwealth of Kentucky by requiring all necessary personnel to maintain valid elevator contractor licenses (EVC) and/or elevator maintenance licenses (EVM).

B. Description of Work. Maintenance under this contract shall provide a constant, high quality service to properly protect all elevator equipment from deterioration and to provide constant peak performance of all elevators, resulting in minimum down time for any portion of City owned elevator systems.

1. Maintenance Services. (Regular Systematic Service). Includes but is not limited to the following:

a. Respondent shall regularly and systematically examine, adjust, lubricate, clean and when conditions warrant, repair or replace the following items and components thereof and all other mechanical or electrical equipment

b. Motor: including auxiliary rotating systems, motor windings, rotating element, commutators, brushes and brush holders, couplings and bearings.

c. Machine: including worm gear, thrust bearings, drive sheave, sheave shaft bearings, break coil, brake linings and components.

d. Controller: all components including all relays, contacts, solid state components resistors, condensers, transformers, leads, mechanical or electrical timing devices, chokes and filters, dispatching and power equipment.

e. Selector: all components including selector drive tape, cams, contacts, relays, resistors, leads, transformers and solid state components, wire or cable, hoist away vanes, magnets inductors and all other mechanical and electrical drive components.

f. Pump Unit: including fluid, jack packing, exposed cylinders and piping, valve system, motors.

g. Governor: Sheave, bearings, shafts, contacts and governor jaws.

h. Hoist way Equipment: Buffers, compensating sheave assemblies, compensating cable or chains, guide rails, counterweight safeties and guide shoes, load weighing equipment and seismic devices.

i. Power Operated Doors: hoist way door interlocks or locks and contacts; hoist way door hangers and tracks, door jibs and door interlocks, cams, rollers, and auxiliary door closing devices.

j. Elevator Control Wiring: in hoist way and machine way including traveling cables.

k. Fixtures: fixture contacts, push buttons, key switches, locks, lamps and sockets of button stations (car and hall), hall lanterns, position indicators (car and hall), direction indicators.

l. Safety Devices: examination of all safety devices.

m. Machine Room: ensure air intake is clear, filters are replaced as needed. Maintain internal temperature to ensure optimal climate for equipment efficiency. Maintain oil coolers located on the exterior of the machine room, including hosing off of metal fan filters when necessary.

n. Examine and equalize tension of all hoisting ropes. Renewing of all hoisting ropes, including governor ropes whenever necessary to insure maintenance of adequate safety factor as designated by the State Elevator Inspector. Repairing and/or replacing all electrical wiring and conductor extending to the elevator from the machine room and outlets in the hoist ways.

o. Monthly Fire Recall Testing: includes Phase 1 and Phase 2 Fire Recall testing.

p. Respondent shall keep the guide rails clean and properly lubricated. Except when roller type guides are involved, no rail lubrication shall be used. When necessary, the contractor shall renew guide shoe jibes or rollers as required to insure smooth

and quiet operation. All oil reservoirs shall be kept properly sealed to prevent leakage.

q. Respondent shall examine and make necessary adjustments or repair to the following accessory equipment including revamping of signal equipment: hall lanterns car and corridor position indicators, car stations, traffic director station, electric door operators, intercom systems, interlocks, door hangers, and safety edges.

r. Respondent shall replace any burned out lighting in elevator car, machine room, pit, hall lanterns, etc. Limited in scope to a replacing the bulb.

s. Respondent shall furnish and use lubricants/hydraulic fluid as required and properly remove waste from site.

t. Respondent shall maintain the oil and oil filters, ensuring they are replaced as needed, and per manufacturer requirements.

u. Respondent shall not make any changes or alterations to the existing mechanical equipment, circuits, circuit wiring, or sequencing, nor alter the original circuit or wiring design of the elevators without express permission and authorization from the City and the State Elevator Inspector. The Respondent shall submit any proposed change to the City for approval.

v. Respondent shall keep the elevator machine rooms and pits clean of debris and dirt.

2. Respondent shall keep a current maintenance log for each elevator. The maintenance log shall include at a minimum the following:

a. Elevator Identifier and Location;

b. Date and Time of Service;

c. Maintenance Technician Performing the Work;

d. Reason for Service Call;

e. Description of Service Provided;

f. Parts Replaced and/or Serviced;

g. Total Elapsed Time for Service.

3. Respondent shall provide a status report, attached to each invoice, for each station after each maintenance visit documenting all services performed. The report shall be submitted, with the billing invoice, to the City's designated Risk Manager promptly following the completion of the maintenance services.

4. Periodically examine and test the hydraulic system and/or governor, safeties and buffers on the equipment as outlined/required by the latest edition of the American National Safety Code for Elevators and Escalators, ASME, 17.3 or the most current code adopted by the Commonwealth of Kentucky.

5. Respondent shall maintain elevators in compliance with the Department of Transportation 2006 ADA Standards for Transportation Facilities, section 407.

6. Not more than one elevator, per bank, shall be put out of service at one time for regular maintenance, lubrication and servicing. The time of day that each elevator can be shut down for routine maintenance shall be scheduled with the City's designated Risk Manager to minimize the disruption caused by the out of service elevator.

7. Respondent shall correct all items listed by the State Elevator Inspector in the annual inspection report prior to the compliance date to obtain the 'permit to operate.' Respondent shall provide the City's designated Risk Manager and State Elevator Inspector notification in writing that each of the listed items has been corrected immediately after the work has been completed. Respondent shall not bill for items listed on the report that are covered under the maintenance contract.

8. Respondent shall include with their response an anticipated, annual schedule of performance for elevator maintenance and inspection services.

9. Respondent shall notify the City's designated Risk Manager (72) seventy-two hours in advance of scheduled or responding maintenance services to allow a City representative to accompany the vendor (if they choose) during the performance of maintenance and/ or inspection services. If a City representative is unavailable, based upon a good faith attempt to contact a qualified City representative, maintenance and/or inspection services should not be delayed.

10. Respondent shall be responsible for giving immediate notice to the City's designated Risk Manager of any condition that he discovers which may present a hazard to either the equipment or passengers.

11. **On-Call Repair Services and Emergency Service Calls.** Performance of all on-call services and emergency call out services, for all elevator stations, should include, but not be limited to, the following:

    a. Timely response and prompt dispatch of qualified personnel.

    b. Replace, repair and/or service elevator equipment as needed and according to the scope of the maintenance service agreement.

c. Maintain an issue response log that details the date and time of the received service call, issue location, nature of problem, action taken, and date and time issue was cleared.

d. For issues that require repair outside of the scope of the existing maintenance agreement, Respondent shall provide a written recommendation for repair, and coordinating cost(s) to complete proposed repairs, *if applicable*.

e. Respondent agrees in good faith to provide an expedite response to emergency call out situations requiring the extrication of passengers. The City requests a technician be on-site within (45) minutes from receiving an emergency notification regarding entrapment of passengers.

f. Respondent agrees to provide the City with (24) hour/ (7) days a week contact and response services, which should include holidays and weekend.

12. Personnel and Use of Site(s).

a. Respondent shall confine the storage of materials and operations of its workers, vehicles and equipment to limits prescribed by law, ordinances, permits and the directions of the City's designated Risk Manager, and, upon completion of work for the City, Respondent shall leave the work and premises in a condition satisfactory to the City's designated Risk Manager.

b. The Respondent shall preserve and protect from damage all existing monuments, utilities, structures, and hardscape. The Respondent shall be responsible for damages caused by its operations. In the event that damage does occur, the cost of repairs shall be paid by the Respondent at no cost to the City.

c. All regularly scheduled inspections and maintenance should be completed during the Respondent's regular business hours. Overtime should be avoided during regularly scheduled maintenance and/or inspection services, absent prior approval from a designated City representative.

13. Safety.

a. All contractors and subcontractors performing services for the City are required and shall comply with all Occupational and Health Administration (OSHA), State and County Safety and Occupational Health Standards, and any other applicable rules and regulations. Also, all contractors and subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this contract.

b. Maintenance activities on the property shall be performed in a safe and efficient manner and shall comply with all local, state, and federal requirements. The

contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. Contractor and sub-contractors employees will be expected to wear approved safety equipment and follow all relevant safety rules and guidelines.

c. Respondent shall be responsible for furnishing, installing and maintaining all warning devices, i.e. barricades, cones, etc. required to adequately protect the public during the performance or work.

d. Respondent must immediately notify the City's designated Risk Manager of any unsafe or potentially hazardous condition that exists on City property, which has been discovered during an elevator inspection and/or maintenance process. The City's designated Risk Manager will then notify the necessary parties.

e. Respondent shall notify the City's designated Risk Manager of work completion within (24) twenty-four hours of completion.

14. Labor and Materials.

a. Respondent shall provide all labor, materials, and tools required for the repair or replacement of all elevator equipment, as necessary.

b. Respondent shall provide necessary equipment (i.e., ladders, ladder trucks, aerial lifts, scaffolding, etc.) required to perform the work specified which shall include those tools and equipment required for repairing/replacing of all equipment regardless of height.

c. All replaced material shall be made available to the City upon the City's request.

d. Respondent shall provide and pay for all labor, materials, equipment, tools, transportation and other facilities and services needed for the proper execution and completion of the work.

e. All replacement parts/materials shall be new, high grade (commercial grade), free of defects, suitable for the specific purpose intended, and subject to the review and approval of a qualified City representative.

f. Any material or equipment not conforming to the requirements or found to be damaged or defective at the time of delivery shall be replaced by the contractor without additional cost to the City.

g. If the Respondent fails to comply promptly with any request of the City to replace or repair damaged or defective material, equipment or work, the City shall, upon written notice to the Respondent, have the authority to deduct the cost of such replacement or repair from any compensation due or to become due to the Respondent.

h. All guarantees and warranties obtainable by the Respondent from manufacturers and vendors of equipment, in the performance of this contract, shall be extended to the City to the full extent of their terms

15. Workmanship.

a. Respondent agrees to provide adequate supervision, and take necessary measures to assure that all work is completed in a workmanlike manner. Respondent agrees to perform the work assigned under this contract in a workmanlike manner by qualified, licensed and efficient workers. In the event of substandard workmanship or defective materials furnished by the Respondent, as may be determined by inspection of the City, or in the event of poor working performance as may be determined by the City's designated Risk Manager, the City may, at any time, require the Respondent to expeditiously remedy such failure or defect, at no additional cost to the City.

b. Workmanship may be determined to be substandard if the work is incomplete, inadequately installed or supported, poorly fitted or sealed, damaged, improperly finished, or installed in a manner that the operation or the maintainability of the installation is impaired beyond the limits specified or indicated by the agreement.

c. The performance of services by the contractor shall not relieve the contractor from any obligation to correct any incomplete, inaccurate, or defective work at no further cost to the City, when such inaccuracies are due to the acts or omissions, negligent or otherwise, of the contractor

C. <u>Elevator Locations.</u> Respondents should note that the City reserves the right to add or remove locations throughout the term of an awarded contract, as needed. The City currently operates (6) six hydraulic elevators stationed in (3) three parking garages at the below listed locations. Additionally, the City has (1) one dumbwaiter used for evidence transportation at the City's Police Headquarters.

RiverCenter Garage
50 East RiverCenter Blvd.
Covington, KY 41011
Elevators/ location: 4

City Center Garage
24 East 7th Street
Covington, KY 41011
Elevators/ location: 1

Midtown Garage
25 East 5th Street
Covington, KY 41011
Elevators/ location: 1

Police Department
1 Police Memorial Drive
Covington, KY 41014
Dumbwaiter/ location: 1

VI. RESPONDENT QUALIFICATIONS

The City will only consider Proposals from Respondents that:

1. Can demonstrate a proven track record of successfully and reliably providing similar services to similar entities.

2. Are in good standing with the City as that term is defined in Commissioners' Ordinance No. O-11-06.

3. Are not involved in any adverse claims against the City and are not delinquent in their financial obligations to the City.

4. Can demonstrate substantial compliance with this Request.

VII. EVALUATION CRITERIA

The following criteria will be used to evaluate the qualifications of Respondents:

1. Reciprocal preference for resident bidders required by Kentucky Revised Statutes (KRS) § 45A.494.

2. Degree of Respondent's ability to fully comply with the requirements in this Request.

3. Degree of familiarity, skillset and reputation as compared to other Respondents.

4. Competitive pricing as compared to other Respondents.

5. Time of delivery, performance, and completion.

6. Ability to provide the requested services and fulfill the minimum specifications.

VIII. RESPONSIVENESS OF PROPOSALS

A. Responsiveness

The City shall only consider those Proposals that conform to the material requirement of the City's Request and that are submitted in the Proposal format set forth above. A Proposal will be considered conforming and responsive if it substantially addresses and promises to meet the requirements contained in this Request or any future reasonable requests made over the course of the selection process. The City may waive any non-conformance that is immaterial AND does not prejudice other Respondents.

B. Non-responsiveness

The City will reject any Proposals that materially deviate from the request OR that due to any deviation from the Request prejudice other Respondents whose Proposals

substantially conform to the Request. This discretion is afforded to the selection committee and members of the Board of Commissioners.

C. Respondent Responsibility

The responsibility of Respondents shall be determined on the evaluation of the Respondent and the management team, separate and distinct from the Proposal that is submitted.

IX. SELECTION

A. Selection Committee

The Selection Committee shall be comprised of:

1. The City's Risk Manager
2. A Representative of the City's Operations Department
3. A Designee of the City Manager

B. Selection Process: (*see* Time Line of Events above)

1. **Respondent Questions.**

   City shall answer any questions that Respondents may have prior to the submission deadline. All questions should be submitted in writing by electronic mail directly to Allison Hudson, Compliance Officer via ahudson@covingtonky.gov. All answered questions shall be made available to all interested parties via the City's website, www.covingtonky.gov. It shall be Respondent's obligation to reference the City's website, as needed, prior to submission of a Proposal.

   It is each Respondent's responsibility to read this Proposal in its entirety, and fully acquaint itself with the scope of work outlined herein. The failure of the Respondent to do the foregoing does not relieve the Respondent from any obligation with respect to the bid Proposal submitted. If any Respondent is in doubt as to the true meaning of any part of the specifications, the Respondent should submit a written request for an interpretation.

2. **Initial Selection Process**

   Respondents whose Proposals are acceptable in form and substance will be selected to be included on a short list of potential awardees if, in the Selection Committee's business judgment, they meet the above minimum qualifications.

3. **Negotiations of Contractual Terms.**

   After the Selection Committee makes a final determination, the awardee and the City will negotiate and execute a final agreement prior to the commencement date. Failure

by any Respondent to timely respond or come to terms with the City will be cause for a rejection of the Proposal.

X. ADDITIONAL INFORMATION

A. Modifications

In no event shall the deadline for submission of the Proposals be changed except by written modification from the City of Covington, Office of the Operations Director. The City reserves the right to modify this Proposal through written addendum at any time prior to the Proposal deadline for any reason. All modifications shall be issued in a written addendum and made available on the City's website, www.covingtonky.gov, prior to the deadline for submissions.

The City shall not be responsible for oral interpretations given by any City employee, representative, elected official, or others. The issuance of written addenda is the only official method whereby interpretation, clarification, or additional information can be given. If any addenda are issued to this Proposal, the City will attempt to notify all prospective submitting entities and the addenda shall become a permanent part of the Proposal; however, it shall be the responsibility of each submitting entity, prior to submitting a Proposal to either (1) contact the City's designated Risk Manager, or (2) review the Request details at www.covingtonky.gov, to determine if any addenda were issued and to make such addenda a part of the submission of its Proposal.

B. Competitive Bidding

It is the intent of the City that this Request for Proposal is conducted according to the competitive sealed bidding procedures set forth in KRS 45A.080. It shall be the Vendor's responsibility to advise the City if any language, requirements, etc. or any combination thereof, inadvertently restricts or limits the requirements stated in this Proposal to a single source. Such notification must be submitted in writing and must be received no later than three (3) days after the opening date.

C. Exclusions

Accidental exclusions on behalf of the City in this request will not be held against the City as an extra cost of doing business. It is the responsibility of the Respondent to assure that all necessary information including costs of providing the described service herein are included in the Respondent's Proposal. Any "hidden" fees or services intentionally excluded or added to a Proposal to deceive the City will immediately disqualify the Respondent from this and any further business with the City.

D. Public Information Notice

Please note that all information submitted for review may be subject to the **Kentucky Open Records Act** and may be made available upon request by the public. Respondents should identify any confidential, proprietary information or trade secrets and provide justification as to why the disclosure of the records would permit an unfair commercial advantage to the Respondent's competitors.

RFP - ELEVATOR MAINTENANCE AND INSPECTION SERVICES
ATTACHMENT A
RESPONDENT INFORMATION FORM

Name of Company: _____

Address: _____

Legal Status (i.e., Sole Proprietorship, Partnership, Corporation):

_____

Federal Tax I.D. Number: _____

Vendor Point of Contact:

Contact Name: _____

Contact Title: _____

Phone: ___(_____)_____ Fax: ___(_____)_____

Email: _____

Signature: _____

Does the above individual have the authority to negotiate on the Company's behalf?

☐ Yes ☐ No

Does the above individual have the authority to bind the Company into contract?

☐ Yes ☐ No

If no, please name individual with binding authority _____

RFP - ELEVATOR MAINTENANCE AND INSPECTION SERVICES
ATTACHMENT B
PROPOSAL PRICING FORM

1. Maintenance Services (Fixed Fee)

The City currently operates (6) six hydraulic elevators, at (3) three parking garages located throughout the City center. Additionally, the City operates (1) one dumbwaiter for evidence transportation at Police Headquarters. Please enter the maintenance and inspection costs per year, per location for each year of the contract.

A. Base Years

Location	Mfg.	Year 1	Year 2	Year 3
RiverCenter Garage 50 E. RiverCenter Blvd. Covington, KY 41011	**Fujitec**	**$ /yr**	**$ /yr**	**$ /yr**
City Center Garage 24 E. 7th Street Covington, KY 41011	**ESCO**	**$ /yr**	**$ /yr**	**$ /yr**
Midtown Garage 25 E. 5th Street Covington, KY 41011	**Vertical Systems**	**$ /yr**	**$ /yr**	**$ /yr**
Police Department 1 Police Memorial Dr. Covington, KY 41014	**DA Matot**	**$ /yr**	**$ /yr**	**$ /yr**
TOTAL		**$**	**$**	**$**

RFP - ELEVATOR MAINTENANCE AND INSPECTION SERVICES
ATTACHMENT B
PROPOSAL PRICING FORM

B. Labor Rates

	Regular Rate	Overtime Rate	Holiday Rate
Year 1	$ /hr	$ /hr	$ /hr
Year 2	$ /hr	$ /hr	$ /hr
Year 3	$ /hr	$ /hr	$ /hr

Hourly rates quoted shall include all direct and indirect costs; including labor charges in accordance with the established prevailing wage requirements, truck, equipment, tools, overhead, travel, depreciation, all other expense and profit. Labor hours shall be charged on the basis of actual time spent on each job, not on a portal-to-portal basis, and shall be computed to the nearest (1/4) quarter hour.

C. Response Times

Non-Emergency Response Time _____

Emergency Response Time _____

D. Materials Mark-Up

Vendor(s) are to enter a markup on invoice costs for supplies/ equipment used in conjunction with this Proposal.

Vendor Mark-Up Percentage _____**%**