



THE CITY OF BRENTWOOD

2348 Brentwood Blvd.
Brentwood, MO 63144

**REQUEST FOR PROPOSAL
FOR
GARAGE DOOR MAINTENANCE SERVICES
2014-2016**

**CITY OF BRENTWOOD
NOTICE FOR PROPOSAL
“City of Brentwood – Garage Door Maintenance Services”**

Notice is hereby given that sealed bids for the “City of Brentwood Garage Door Maintenance Services” will be received by the City Clerk/Administrator at city hall, 2348 Brentwood Blvd., Brentwood MO 63144, until 10:00 a.m. Thursday March 20, 2014. The Bids will be publicly opened and read on the same day at 10:15 a.m. All bids shall be made in duplicate on the printed forms found in the contract documents. Bids must be submitted in a sealed envelope marked **City of Brentwood - Garage Door Maintenance Services**.

Bid documents are available for pickup on or after Monday March 3, 2014 at Brentwood Public Works, 8330 Manchester Rd., Brentwood MO, 63144 or on line at www.brentwoodmo.org.

Mandatory Pre-Bid meeting and walk thru will take place on Tuesday March 10, 2014 at 9 am. The meeting will start in the Council Chambers at City of Brentwood City Hall, 2348 Brentwood Blvd., Brentwood MO 63144. We will then travel independently to other sites to view the equipment.

The City of Brentwood hereby reserves the right to reject any and all bids, to waive any informalities in the bids received, and to accept the bid or bids that in its judgment will be in the best interest of the City of Brentwood.

Office of the City Clerk/Administrator

SECTION I – GENERAL INFORMATION

Purpose

The City of Brentwood Public Works Department is seeking Proposals from St. Louis County contractors, hereinafter referred to as the “Contractor,” to provide **GARAGE DOOR MAINTENANCE SERVICES**, in accordance with the terms, conditions, and specifications contained in this Request for Proposal (RFP).

Eligibility

To be eligible to respond to this RFP, the proposing Contractor must demonstrate that it has successfully provided services similar to those specified in the Scope of Services section of this RFP.

Proposal Response Outline

Proposals must be concise and in outline format. Pertinent supplemental information should be referenced and included as attachments.

Letter of Transmittal

The letter of transmittal must include: An introduction of the Contractor's company; the name, address, and telephone number of the person to be contacted regarding the proposal; and a description of the Contractor's approach and commitment to this project.

Expectations

All exceptions, regardless of how minor, shall be stated. Exceptions shall be listed in order of this RFP and referenced by section number.

Qualifications and Experience: The submission should include:

- Details on the qualifications of the Contractor;

Scope of Services

The Contractor shall perform normal and on-call Garage Door Maintenance Services to designated facilities as directed by the Public Works Superintendent or their designee. The Contractor shall provide cost for the task listed on the Bid Schedule.

For the purpose of this contract, the routine preventative maintenance shall be defined as scheduled yearly inspection and proactive servicing of garage door systems so as to facilitate minimal downtime. The routine maintenance and all repairs shall be provided in accordance with the highest standards of the industry, skill, workmanship, applicable trade practices, meet warranties and in conformance to all applicable laws, codes and regulations. The successful Contractor's maintenance program and repairs shall, at a minimum, include but not be limited to the specifications outlined herein.

Inspections and preventative maintenance of garage doors at City Hall, Historical Society Garage, Recreation Center, Police Department, Public Works, Memorial Park building and Brentwood Park building will be performed once a year. The inspection and preventative maintenance of garage doors at the Fire Department will be performed TWICE a year.

The equipment to be maintained includes but is not limited to hinges, locks, cables, springs, rollers, door panels, opening/operating systems. The equipment to be maintained is of various types of manufacturers.

Prior to beginning any repair or replacement outside the scope of preventative maintenance work, Contractor will troubleshoot problems. The City shall not incur any extra charge for this service. Contractor shall provide a quote to the City prior to any and all repairs and replacements. Repairs and replacements will not begin without authorization from the Public Works Superintendent or their authorized designee. The City reserves the right to obtain additional work quotes and service from trade companies other than the successful bidder for repair and replacement work and materials.

Further:

Contractor shall inspect all Garage Door systems at least one time each year and document.

Contractor shall inspect all moving parts or components, investigate noises and lubricate and adjust as recommended per manufacturers specifications.

Contractor shall inspect, provide oversight and document that all City owned facilities under contract with Contractor are receiving required work.

Contractor shall notify the Public Works Superintendent or their authorized designee anytime the successful contractor or representatives come on site.

Contractor shall not subcontract any of the work to any other company.

- Contractor must have a 24/7 on-call service availability for emergency calls or other type of outages with a 30 minutes returned phone call response time.
- Maintenance work or repairs shall be performed during the regular hours of 7:00 a.m. through 5:00 p.m. unless specified by the Public Works Superintendent or their authorized designee. The City accepts that after hours and/or holidays may be at a different rate.
- A record log of maintenance performed for the City shall be maintained by service personnel. This record shall contain only City sites and be made available for review upon request to the Public Works Superintendent or their authorized designee.
- Contractor shall meet with the Public Works Superintendent or their authorized designee to set specific dates and times for the scheduled maintenance.

NO ADDITIONAL CHARGE ITEMS:

There shall be no additional charge to the City for the contractor to provide labor, equipment and materials for:

- Contractor Mobilization
- Contractor's damage (if any) to public or private.

Note:

Failure by the contractor to undertake work for the protection and welfare of the general public can result in the City forces undertaking the work and back charging the contractor.

Submission of Proposals

Competitive sealed proposals will be received by the City of Brentwood at 2348 S. Brentwood Blvd. Office of the City Clerk/Administrator, from March 1 through March 20, 2014, 10:00 a.m. central time. Proposals shall be clearly marked "**City of Brentwood – Garage Door Maintenance Services**". Proposals received after the deadline will be late and will not be considered. Opening of proposals will be at 10:15 a.m. central time, March 20, 2014.

The date and time received as noted on each bid by the City shall be final and conclusive evidence of the timeliness of each bid received.

Bid documents include the following affidavits that are required before and/or after the work has been completed.

Affidavit of Work Authorization – RSMo. 285.530
Affidavit of OSHA Training Compliance – RSMo. 292.675
Non Collusion Affidavit

The above list of statues is not intended to be exhaustive. The compliance requirement of this provision is continuing and must be satisfied during the entirety of the bid process and any future agreement. It is the sole responsibility of the successful bidder to ensure that this provision is satisfied, and the City assumes no responsibility or liability for the failure to comply.

Bid shall be submitted on Bid Proposal Forms and signed by an authorized officer.

Two (2) hard copies in a sealed envelope must be received by the posted due date and time. There will be a public opening of the proposals. The name of the winning Contractor will not be released until final approval by the Board of Aldermen and/or notification of award.

Inquiries

Questions arising subsequent to the issuance of this RFP shall be submitted by e-mail to Public Works Project Manager Ben von Harz at bvonharz@brentwoodmo.org

Last Day for Questions

Any questions Proposers wish to be addressed and which might require an addendum must be submitted before March 13, 2014 at 12:00 p.m. central time.

Exceptions

All exceptions shall be stated no matter how seemingly minor. Any exceptions not stated shall be assumed by the City to be provided by the contractor, regardless of the cost to the Contractor.

Economy of Preparation

Contractors shall prepare each proposal simply and economically, providing a straightforward, concise description of Contractors offer and capabilities to satisfy the requirements of this RFP. Emphasis should be on completeness and clarity of content.

Incurring Cost

The City will not be liable for any cost which any Contractor may incur in connection with the preparation or presentation of its proposal(s) or demonstrations.

Right to Reject

The City reserves the right to reject any or all proposals in full or in part and to waive any informality or technicality in any proposal in the interest of the City.

Selection Criteria

Awards shall be determined by and based upon the best proposal, which, in the discretion of the City of Brentwood is the proposal that most adequately meets the needs of the City at the lowest price. In determining the best proposal, in addition to price, the City may consider:

- Quality, availability, and functional or suitability of the personal property, or contractual services to the particular use intended;
- The ability, capacity and skill of the bidder to perform the contract or provide the service required;
- Whether the bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference;
- The character, integrity, reputation, judgment, experience and efficiency of the bidder;
- The quality of performance of previous contracts or services;
- The previous and existing compliance by the bidder with laws and ordinances relating to the contract or service;
- The ability of the bidder to provide future maintenance and service for the use of the subject of the contract, and
- The number and scope of conditions attached to the bid.
- Whether the bidder is in default on payment of taxes, licenses or other moneys due to the City. *This factor alone shall justify disqualification.*

When, in response to bid proposal issued by the City, two or more proposals meets the City's bid specifications/requirements and are deemed sufficiently equal, a local bid preference shall be given to a business located within the corporate limits of the City.

After reviewing all received bids, staff will recommend the lowest responsive responsible bid for acceptance by the Board of Alderman and approval to enter into a contract agreement with the contractor. It is anticipated this will occur at the March 2014 Council Meeting.

Contract Period and Effective Date

The initial Contract term shall commence upon final execution of the contract by the City and shall expire three (3) years from that date and shall have the option of two (2) one (1) year extensions. The contract shall be contingent upon annual appropriation by the Board of Aldermen of the City of Brentwood.

Contract Cancellation

Either party may terminate the Contract for any reason prior to the expiration date by delivering written notice thereof to the other party at least 90 days in advance.

Authorized Vendor Representatives

PROPOSAL: List the name, title, office address, telephone number, fax number and e-mail address of the person(s) authorized to represent the Contractor regarding the proposal submitted in response to this RFP.

CONTRACT: Give the name, title, office address, telephone number, fax number and e-mail address of the person authorized to sign a Contract, and receive and sign all formal notices and/or addendum regarding such Contract. Note that all amendments to any Contract must be in writing and signed by both parties.

The City reserves the right to require a change in the individual assigned to represent the Contractor if the assigned representative is not serving the needs of the City in an acceptable manner. This right shall carry forward through the response period and, with the successful Contractor, during the term of the Contract.

Remedies

The laws of the State of Missouri shall apply in all disputes arising out of this RFP, without application of any principles of choice of laws.

Compliance

The Contractor hereby agrees to abide with all applicable federal and state laws and regulations.

Anti-Collusion

The submission of a proposal constitutes agreement that the Contractor has not divulged its proposal to, or colluded with, any other offer or party to a proposal whatsoever.

General Conditions:

The awarded contractor will be expected to enter into an agreement with the City consistent with the following conditions.

Indemnification

The Contractor shall hold harmless, defend and indemnify the City and its officers, employees, and agents from and against any and all claims, losses, causes of action, judgments, damages and expenses including, but not limited to attorney's fees because of bodily injury, sickness, disease or death, or injury to or destruction of tangible property or any other injury or damage resulting from or arising out of (a) performance or breach of the Contract by Contractor, or (b) any act, error, or omission on the part of the Contractor, or its agents, employees, or subcontractors except where such claims, losses, causes of action, judgments, damages and expenses result solely from the negligent acts or omissions or willful misconduct of the City, its officers, employees or agents.

Insurance

The insurance specifications shall meet the following minimum credentials:

Workers Compensation and Employers Liability (E.L. Each Accident)

General Liability

- General Aggregate \$2,000,000.00
- Product, Completed Operations Aggregate \$2,000,000.00
- Personal injury \$1,000,000.00
- Each Occurrence \$1,000,000.00
- Fire Legal Liability Damage \$100,000.00
- Medical Expense \$10,000.00

Automobile Liability

- Combined Single Limit \$1,000,000.00

Excess Liability

- Each Occurrence \$1,000,000.00
- Aggregate \$2,000,000.00
- Disease, Policy Limit \$500,000.00
- Disease, Each Employee \$100,000.00

The successful contractor must provide a Certificate of Insurance and Endorsement satisfactory to the City naming the City of Brentwood as additional insured. This certificate

shall remain in force for the length of the contract and extensions. The City shall be given (30) days written notice prior to cancellation.

Safety

Sec. 1-Safety Training

- a. Contractor shall provide a ten (10) hour Occupational Safety and Health Administration (OSHA) construction safety program for all employees who will be on-site at the Project. The construction safety program shall include a course in construction safety and health that is approved by OSHA or a similar program approved by the Missouri Department of Labor and Industrial Relations which is at least as stringent as an approved OSHA program as required by Section 292.675, RSMo.
- b. Contractor shall require its on-site employees to complete a construction safety program within sixty (60) days after the date work on the Project commences.
- c. Contractor acknowledges and agrees that any of Contractor's employees found on the Project site without documentation of the successful completion of a construction safety program shall be required to produce such documentation within twenty (20) days, or will be subject to removal from the Project.
- d. Contractor shall require all of its Subcontractors to comply with the requirements of this Section and Section 292.675, RSMo.

Sec. 2-Notice of Penalties for Failure to Provide Safety Training

- a. Pursuant to Section 292.675, RSMo, Contractor shall forfeit to City as a penalty two thousand five hundred dollars (\$2,500.00), plus one hundred dollars (\$100.00) for each on-site employee employed by Contractor or its Subcontractor, for each calendar day, or portion thereof, such on-site employee is employed without the construction safety training required in Sec 1 above.
- b. The penalty described in Subsection a. of this Section shall not begin to accrue until the time periods described in Sections (1-b.) and (1-c.) above have elapsed.
- c. Violations of Section 1 above and imposition of the penalty described in this Section shall be investigated and determined by the Missouri Department of Labor and Industrial Relations.

Sec. 3-Insert as subsection to payment section:

- a. In the event that the Missouri Department of Labor and Industrial Relations has determined that a violation of Section 292.675, RSMo, has occurred and that a penalty as described in Section 2 shall be assessed, the City shall withhold and retain all sums and amounts due and owing when making payments to Contractor under this Contract.

Record Keeping and Audit Rights

The Contractor shall be responsible to maintain accurate accounting records for all services provided herein, and shall retain all such records for a period of time as required by law or three (3) years following termination of the Contract, whichever is longer. Upon reasonable notice and during normal business hours the City, or any of its duly authorized representatives, shall have access to and the right to audit any records or other documents pertaining to the Contract. The City's audit rights shall extend throughout the term of the Contract and for a period of at least three (3) years thereafter. The Contractor shall also have an SAS-70 Audit for 2012 and submit same every year during the term of and any extension of Contract.

Management Reports

Upon request the Contractor shall summarize and concisely report pertinent information to the City in a timely manner, throughout the duration of any Contract resulting from this RFP.

Ownership of Work

The City shall have full ownership and the rights to copyright, otherwise limit, reproduce, modify, sell, or use all of the work or product produced under this contract without payment of any royalties or fees to the Contractor.

Further Agreements

In addition to a proposal, the City may from time to time require the Contractor to execute certain additional documents or agreements, including without limitation a Contract, for the purpose of clarifying the intention of the parties with respect to providing the services hereunder.

Relationship of the Parties

In assuming and performing the obligations of any Contract, the City and any Contractor shall each be acting as independent parties and neither shall be considered an employee of the other. Additionally, neither shall represent itself as a joint venture or partners other than as authorized by a written agreement or contract.

Equal Opportunity

No Contractor of services under this RFP shall discriminate against any employee, applicant for employment, or recipient of services on the basis of veteran status, race, religion, color, sex, sexual orientation, age, disability, or national origin.

Taxes: Vendor's Responsibility

Contractor shall be responsible for and pay all taxes which may be levied or incurred against the Contractor in connection with the performance of any services under a Contract, including taxes levied or incurred against Contractor's income, property, sales, or other taxes.

Payment to Contractor for Services Rendered

The Contractor shall invoice the City per occurrence of services rendered.

Company Name: _____

**Garage Door Maintenance Services
Bid Schedule**

Date: _____

Mayor and Board of Alderman

In accordance with the advertisement inviting bids for "Garage Door Maintenance Services" for the City of Brentwood, subject to conditions and requirements of the contract and scope of work, including Addenda #'s _____ and _____, hereto attached, which so far as they relate to the bid, are made a part of it, the undersigned here will propose to begin the specified pricing upon receipt of "notice to proceed", the following prices:

Preventative Maintenance, Inspections and Seasonal Start-up

Facility	Cost
CITY HALL (2 DOORS) 2348 S. Brentwood Blvd.	_____ /year
HISTORICAL SOCIETY GARAGE (1 DOOR) 8754 Rosalie Ave.	_____ /year
RECREATION CENTER (2 DOORS) 2505 Brentwood Blvd.	_____ /year
POLICE DEPARTMENT (2 DOORS) 272 Hanley Industrial Dr.	_____ /year
PUBLIC WORKS (3 DOORS) 8330 Manchester Rd.	_____ /year
MEMORIAL PARK BLDG (1 DOOR) 8600 Strassner Dr.	_____ /year
BRENTWOOD PARK BLDG (1 DOOR) 9100 Russell Ave.	_____ /year
FIRE DEPARTMENT (4 DOORS) 8756 Eulalie Ave. (TWICE PER YEAR)	_____ /year
TOTAL:	_____ /year

Service, Repair, and Replacement Pricing

COST

Technician - Normal Hours _____ /hour

Technician - Overtime Hours _____ /hour

Technician - Emergency Call Out _____ /hour

Technician - Holiday Hours _____ /hour

Helper Technician - Normal Hours _____ /hour

Helper Technician - Overtime Hours _____ /hour

Helper Technician - Emergency Call Out _____ /hour

Helper Technician - Holiday Hours _____ /hour

Percentage Mark-up on material/parts _____ /each

Define Overtime Hours: _____

Define or attach your holiday schedule: _____

Define your guaranteed response time: _____

Authorized Signature: _____ Date: _____

Title: _____

REFERENCES

References: Please provide at least five (5) current commercial / institutional customers references that have Garage Door Maintenance Services of similar type, size, complexity and use.

1. Company: _____
Name: _____ Title: _____
Address: _____ Phone: _____
of _____
Email: _____ Units: _____
Length of relationship: _____

2. Company: _____
Name: _____ Title: _____
Address: _____ Phone: _____
of _____
Email: _____ Units: _____
Length of relationship: _____

3. Company: _____
Name: _____ Title: _____
Address: _____ Phone: _____
of _____
Email: _____ Units: _____
Length of relationship: _____

4. Company: _____
Name: _____ Title: _____
Address: _____ Phone: _____
of _____
Email: _____ Units: _____
Length of relationship: _____

5. Company: _____
Name: _____ Title: _____
Address: _____ Phone: _____
of _____
Email: _____ Units: _____
Length of relationship: _____

THE CONTRACT DOCUMENTS

The Advertisement, Information for Bidders, the Specifications, including Addenda Nos. _____, _____, and _____, the Bid, and together with this Agreement, form the Contract.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written in three (3) counterparts, each of which shall, for all purposes, be deemed an original.

CITY OF BRENTWOOD MISSOURI
(Owner)

By _____
(Pat Kelly, Mayor)

ATTEST

(Bola Akande, City Administrator)

(Contractor)

By _____

ATTEST:

(Title)

Affidavit of Work Authorization

Comes now _____ (name) as _____
(office held) first being duly sworn, on my oath, affirm _____
(company name) is enrolled and will continue to participate in a federal work
authorization program in respect to employees that will work in connection with the
contracted services related to the **City of Brentwood Garage Door Maintenance
Services** for the duration of the contract, if awarded in accordance with RSMo
Chapter 285.530 (2). I also affirm that _____ (company name) does not
and will not knowingly employ a person who is an unauthorized alien in connection
with the contracted services related to the **City of Brentwood Garage Door
Maintenance Services** for the duration of the contract, 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).**

Signature

Printed Name

Title

Date

Subscribed and sworn to before me the ____ day of _____. I am
commissioned as a notary public within the county of _____,
State of _____,
_____, and my commission expires on _____.

Signature of notary

Date

Non-Collusion Affidavit NCA-1

_____ being duly sworn in oath deposed and states:

That in connection with this procurement,

- a. The prices in this bid have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition as to any matter relating to such prices with any other bidder or with any competitor;
- b. The prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening directly or indirectly to any other bidder; or to any competitor; and,
- c. No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition.

The undersigned further states:

- a. He is the person in the bidders' organization responsible within that organization for the decision as to the prices being bid herein and that he has not participated, and will not participate, in any action contrary to (I) (a) through (I) (c) above.
- b. He is not the person in the bidder's organization responsible within that organization for the decision as to the prices being bid herein but that he has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to (I) (a) through (I) (c) above, and as their agent does hereby so certify; and he has not participated, and will not participate in any action contrary to (I) (a) through (I) (c) above.

The Contractor hereby attests to their intent to comply with the American with Disabilities Act. (ADA).

It is expressly understood that the foregoing statements, representations, and promises are made as a condition to the right of the bidder to receive payment under any award made hereunder.

For Corporations

(NAME, INDICATE IF CORPORATION, PARTNERSHIP
OR SOLE PROPRIETOR)

(Corporate Seal)

(OFFICE HELD IN BIDDER ORGANIZATION)

ATTEST: _____

By _____

Subscribed and sworn to before me this _____ day of _____, 20_____

Notary Public

My commission expires on: _____