

Request for Proposal

Request for Proposal:

The City of Wildwood, (hereinafter known as the "City"), located in St. Louis County, Missouri, is seeking proposals from qualified Contractors for the repair of an elevator located at the Wildwood Municipal Building, 16860 Main Street, Wildwood, MO 63040. Included herein are the specifications by which such proposals shall be submitted. Any firm (hereinafter "Contractor") desiring to furnish a proposal for such services shall submit proposals following the instructions and format of the included Request for Proposal (RFP) documents.

Scope of Work:

The successful Contractor shall provide all necessary labor, tools, materials, equipment, and supervision for the repair, maintenance, and related services of the elevator. This includes the installation of a new controller drive and any other necessary components, as well as any required maintenance or repair work. The controller drive regulates power to the elevator's drive motor. The elevator is in need of a new controller drive, which will need to be installed and tested by the selected Contractor. The Contractor must have extensive experience in elevator repair, specifically with the installation of controller drives.

Proposal Submittal Procedures:

Sealed proposals shall be delivered to the **Department of Administration, City of Wildwood, 16860 Main Street, Wildwood, Missouri, 63040, by no later than 4:00 p.m. Central Standard Time on Friday June 2, 2023.** Sealed envelopes should be clearly labeled "Sealed Proposals for Elevator Repair Services", with the Contractor's name. Contractors must sign, in ink, the proposal form and all other documents where indicated. One original and three (3) photocopies of the proposal shall be furnished. If sent by mail, the sealed envelope containing the proposals must be enclosed in another envelope addressed to the City at the location stated in this paragraph. **Unsigned proposals will not be considered.**

Proposals received prior to the time of opening will be securely kept, unopened. No responsibility shall be attached to the City for the premature or non-opening of a proposal not properly addressed and identified.

Proposals arriving after the above specified time, whether sent by mail, courier or in person, shall not be accepted. These proposals will either be refused or returned unopened. It is the Contractor's responsibility for timely delivery regardless of the method used. Mailed proposals which are delivered after the specified time will not be accepted regardless of the postmarked date or time on the envelope.

Facsimile ("fax") machine transmitted proposals will not be accepted by the City. The City will not transmit the RFP documents to prospective Contractors by way of a facsimile machine.

Withdrawals, Declinations:

If a Contractor wishes to withdraw a proposal, the Contractor shall submit a written notification of such action to the Interim City Administrator at 16860 Main Street, Wildwood, MO 63040, and received no later than 4:00 p.m. Central Standard Time on Friday, June 2, 2023.

Competency of Contractors:

The City reserves the right to determine the competence and financial and operational capacity of any Contractor. Upon request of the City, the Contractor shall furnish additional evidence as may be required by the City (beyond that which is required in response to the RFP) to evaluate Contractor's ability and resources to accomplish the services required by the specifications herein. The City shall be the sole and final judge of such competency, and its decision shall be final and not subject to recourse by any person, firm, or corporation.

Investigation by Potential Contractor:

It shall be the responsibility of the Contractor to thoroughly read and understand the information, instructions, and specifications contained in this RFP. Contractors are expected to fully inform themselves as to the conditions and requirements of the services to be provided. Failure to do so is at the Contractor's own risk. If a Contractor's proposal is accepted, the Contractor will be responsible for all errors in the proposal resulting from a failure or neglect to comply with these instructions. No plea of error or plea of ignorance resulting from Contractor's failure to make the necessary examinations and investigations will be accepted as a basis for varying the requirements of the City. The City will assume that submission of a proposal means that the Contractor has familiarized itself with the conditions and requirements and intends to comply with them unless specifically noted otherwise.

Rejection; Waivers:

The City reserves the right to reject any and all proposals; waive formalities, technical requirements and/or deficiencies and irregularities; solicit new proposals; or further negotiate with the Contractor of its choice if some other manner of negotiation better serves the City's interests. The City reserves the right to award the contract to the Contractor which, in the City's judgment, best serves the needs and interests of the City and its residents. Intangible factors, such as the Contractor's reputation and past performance, will be weighed.

The City further reserves the right to reject all proposals and obtain goods or services through intergovernmental or cooperation agreements.

Submission of a proposal confers no rights on the Contractor to a selection or to a subsequent contract. This RFP process is for the City's benefit only and is intended to provide the City with competitive information to assist in selection of services. All decisions on compliance, evaluation, terms and conditions shall be made solely at the City's discretion and shall be made to favor the City.

Expense for Submission:

The City will not be responsible for any expense incurred by the Contractor in preparing and submitting a proposal. All proposals shall provide a straightforward, concise delineation of your capabilities to satisfy the requirements of this request. Emphasis should be on completeness and clarity of content.

Non-exclusivity:

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Contractor.

Enrollment in Federal Work Authorization Program:

Pursuant to RSMo. § 285.530, the Contractor must affirm its enrollment and participation in a federal work authorization program with respect to the employees proposed to work in connection with the services requested in this RFP by:

1. Submitting with the proposal a completed, notarized Affidavit of Work Authorization; and
2. Providing with the proposal proper documentation affirming the bidder/contractor's enrollment and participation in a valid federal work authorization program for the employees proposed to work in connection with the services requested in this Contract.

Note: An example of a valid federal work authorization program is E-Verify. Acceptable enrollment and participation documentation in the E-Verify program consists of: (1) a valid, completed copy of the first page of the E-Verify Memorandum of Understanding (MOU) identifying the bidder; and (2) a valid copy of the MOU signature page completed and signed by the bidder, the Social Security Administration, and the Department of Homeland Security – Verification Division.

Proposal Requirements:

Proposals must include the following information:

1. The proposal should include a detailed description of the proposed work, including all labor, materials, and equipment required for the repair of the elevator.
2. The Contractor must provide proof of liability insurance and workers' compensation coverage.
3. The Contractor must provide a list of references for similar projects completed within the past three years.
4. The proposal should include a detailed timeline for the completion of the project, including all milestones and deadlines.
5. The Contractor must provide a detailed breakdown of the proposed cost, including all labor, materials, and any other associated fees or expenses.
6. The proposal should include a warranty for the work completed, including any guarantees or warranties provided by the manufacturer of the controller drive.

Evaluation Criteria:

The City will evaluate proposals with regard to the following criteria:

- Qualifications and experience
- Cost of services
- Ability to provide services within the identified time schedule
- Equipment
- Services offered
- Support of the City's mission
- Proposed enhancements to the specifications.

Additional Criteria:

- The Contractor's experience and qualifications in the field of elevator repair and maintenance, specifically in the installation of controller drives and related components.
- The Contractor's proposed work plan, including the proposed timeline, cost breakdown, and proposed maintenance plan.
- The Contractor's references and track record in completing similar projects within the past three years.

The City reserves the right to reject any and all proposals or to waive any irregularities or deviations. Proposed substitutions must be clearly annotated. The selected Contractor will have submitted the proposal that is in the best interest of the City. If a proposal does not satisfy the minimum requirements as set forth in this RFP, the proposal may be disqualified from further consideration at the discretion of the City.

Use of City's Name:

Contractors submitting proposals are specifically denied the right of using, in any form or medium, the name of City of Wildwood for public advertising, unless express written permission is granted by the Mayor of the City of Wildwood, or his designated representative.

Time Schedule:

The City expects to adhere to the following time schedule:

- | | |
|-----------------|----------------------------------|
| • May 12, 2023 | RFP Issued |
| • June 2, 2023 | Deadline for Proposal Submission |
| • June 12, 2023 | City Council Award of Contract |
| • July 14, 2023 | Elevator Repair Completed |

Execution of Contract:

The Contractor to whom the contract has been awarded shall sign three (3) copies of the contract and return them to the City no later than June 7th for approval at the June 12th meeting of the City Council. Failure to execute the contract and return it to the City by June 7th shall be cause for the annulment of the contract award. If circumstances beyond the Contractor's control prohibit the timely execution of this contract, prior written approval must be requested by the Contractor and receive approval from the City for an extension to the delivery date.

Contract Amendment:

Any contract entered into by the Contractor and the City cannot be modified or changed without the written consent of both parties.

Contract Termination:

The City reserves the right to terminate the contract with the selected Contractor for any reason upon written notice to the Contractor. In the event of a breach of contract by the Contractor, the City may terminate the contract immediately upon written notice to the Contractor. The City shall have no liability for damages resulting from the termination of the contract. The Contractor shall provide a plan for the orderly transfer of all materials, equipment, and services related to the project to the City or its designated representative in the event of contract termination.

Insurance:

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors, including those insurance coverages set forth below. All such insurance policies shall name the City as an ADDITIONAL INSURED with the exception of the Worker's Compensation Policy and Professional Errors and Omissions Insurance with a subrogation waiver. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, or by such other method approved by the City, has been given to the City. Insurance is to be placed with insurers with a Bests' rating of no less than A:VI. The cost of such insurance shall be included in the Contractor's proposal.

MINIMUM LIMITS OF INSURANCE

Contractors shall maintain limits no less than:

- a. Workers' Compensation for statutory limits and Employer's Liability coverage with a minimum \$1,000,000 limit.

- b. Comprehensive General Liability or Broad Form Comprehensive General Liability to cover claims which may arise from operations under this contract. The policy shall include, but not be limited to, protection for the following hazards:
 - i. Premises and Operations – Bodily Injury & Property Damage Liability
 - ii. Independent Contractors Coverage
 - iii. Products & Completed Operations Liability coverage to apply one year beyond completion and acceptance of the work specified by this contract.
 - iv. Personal Injury Liability and Advertising Injury Liability
 - v. Broad Form Property Damage
 - vi. Contractual Liability
 - vii. Explosion, collapse, and underground damage, if applicable

The above policy shall be written with limits of at least \$3,000,000 per occurrence, and \$3,000,000 aggregate.

- c. Business Automobile Policy (Comprehensive Automobile Liability Insurance) provides coverage for all owned, non-owned, and hired vehicles. Minimum limits should be at least \$3,000,000 Each Occurrence Bodily Injury Liability and Property Damage Liability.
- d. Umbrella/Excess Liability – Limit of \$3,000,000 which will be excess of the primary limits for General Liability, Auto Liability and Employer Liability.

DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either; the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, and employees; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administrative and defense expense.

OTHER INSURANCE PROVISIONS

The Contractor shall also obtain and pay for insurance policies that contain, or are endorsed to contain, the following provisions:

- a. Contractor's Contingent or Protective Liability and Property Damage to protect the Contractor from any and all claims arising from the operations of Subcontractor employed by the Contractor.
- b. Protective Liability Policy in the name of the City for operations of the Contractor or any Subcontractor in connection with the contract.
- c. The coverage shall be for a minimum of \$2,000,000 and shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers.
- d. The Contractor's insurance coverage SHALL BE PRIMARY INSURANCE as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.

- e. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officers, officials, employees or volunteers.
- f. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

VERIFICATION OF COVERAGE

Contractor shall furnish the City with certificates of insurance and an additional insured endorsement ("AIE") issued by each applicable insurance carrier to evidence the coverages required in this Exhibit, which AIE shall utilize the Standard ISO Additional Insured Endorsement, 1985 Broad Form. The certificates and AIE for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf and are to be received and approved by the City before services commence. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

Indemnification:

The Contractor shall, at all times, fully indemnify, hold harmless, and defend the City and its officers, members, agents, and employees from and against any and all claims and demands, actions, causes of action, and cost and fees of any character whatsoever made by anyone whomsoever on account of or in any way growing out of the performance of this contract by the Contractor and its employees, or because of any act or omission, neglect or misconduct of the Contractor, its employees and agents or its subcontractors including, but not limited to, any claims that may be made by the employees themselves for injuries to their person or property or otherwise.

Such indemnity shall not be limited by reason of the enumeration of any insurance coverage herein provided.

Nothing contained herein shall be construed as prohibiting the City, its directors, officers, agents, or its employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, actions, or suits brought against them.

The Contractor shall likewise be liable for the cost, fees and expenses incurred in the City's or the Contractor's defense of any such claims, actions, or suits.

Nothing contained herein shall be deemed a waiver of sovereign immunity by the City.

Contact Information:

If you have any questions or require additional information, please contact:

Mr. Thomas Lee

Interim City Administrator

City of Wildwood

16860 Main Street

Wildwood, MO 63040

Phone: (636) 399-0060

Email: tlee@cityofwildwood.com