

# OZARKS TECHNICAL COMMUNITY COLLEGE

Facilities and Grounds  
1001 E Chestnut Expressway  
Springfield, MO 65802

Telephone: 417.447.4801  
Facsimile: 417.447.4804  
Email: maintenance@otc.edu

## Invitation to Bid

Date: 8/13/2019

### BPFY2008-GRF Elevator Modernization

This document constitutes a request for **Sealed** bids from qualified offerors for GRF Elevator Modernization for Ozarks Technical Community College in accordance with the requirements, terms and conditions of this Invitation to Bid.

**Date and Time Returnable: 9/3/2019 10 a.m.**

Proposals must be priced, signed, **SEALED**, and submitted electronically through ION Wave (<http://otc.ionwave.net/Login.aspx>.) **Submissions will only be received through ION Wave.**

Contact: Lesley Cash

Email: maintenance@otc.edu

The offeror hereby agrees to furnish items and/or services pursuant to all requirements and specifications contained in this document, upon either the receipt of an authorized purchase order from Ozarks Technical Community College, or when this document is countersigned by Ozarks Technical Community College as a binding contract. The offeror further agrees that the language of this document shall govern in the event of a conflict with the offeror's bid. Payment will occur no sooner than 30 days after receipt and acceptance of items and/or services or receipt of correct invoice whichever is later.

Company Name		Date	
Mailing Address		Telephone	
City	State	Zip Code	Facsimile
Email			
Printed Name	Authorized Signature	Title	

**The College reserves the right to select the lowest responsible bid that serves the best interest of the college and to award a contract or to reject any and/or all bids.** The College may also waive any informality in bids received. In the event of a tie the winning bid will be determined by the time bids were submitted. Any bids over \$9,999.99 will require additional information upon request. Bids submitted must be good for ninety (90) days after opened by Ozarks Technical Community College.

The Ozarks Technical Community College believes fully in equal opportunity in the provision of supplies, equipment, construction, and services. Positive steps should be taken to assure that small businesses, minority businesses, and women's businesses are given ample opportunity to provide the above-mentioned services when economically feasible.

**General Requirements:** Ozarks Technical Community College (the "College") requires that all bids be signed by a duly authorized representative of the bidder and received via submitting online through Ionwave at <https://otc.ionwave.net/Login.aspx> on or before the time and date of the bid opening specified or their BID MAY BE REJECTED.

The College retains the right to accept or reject any and all bids in part or in whole and to determine what constitutes the lowest responsible and responsive bid and is in the best interest of the College. "By virtue of statutory authority, a preference will be given to materials, products, supplies, provisions, and all other articles produced, manufactured, made or grown within the state of Missouri" RSMo. § 34.060. If bidders offer alternate products in their bid, they must include complete written specifications or their bid may be rejected. Bidders must also include copies of all applicable documents such as, but not limited to, contracts, sales agreements and licenses. The College retains the right to include these documents in the evaluation of the bid and to reject any bid where they are in conflict with the College's specifications, terms or conditions of purchase. Bidders may submit more than one response to this bid request. The College will accept no changes, additions or deletions to a bid after the time and date of the bid opening stated below. By signing and submitting this bid, the bidder is offering to provide the specified items and services at the price quoted, under the terms and conditions set forth in their bid response. If this bid is accepted by the College, it becomes a binding contract and the successful bidder will be required to honor all prices, terms and conditions specified therein. Failure to comply with this requirement will result in forfeiture of the bid award and may also result in suspension from the College's list of bidders in good standing.

**Insurance Requirements:** The Service Provider shall, at all times during the term of this Agreement and any extension(s), at Service Provider's sole cost and expense, obtain and maintain policies of insurance as shown in paragraphs (a) through (e) below. No such insurance policy is to be cancelled, non-renewed or materially changed without at least thirty (30) days written notice to OTC by Service Provider by certified mail to OTC's notice address specified herein. All policies of insurance required of Service Provider under this Agreement shall be obtained from reputable insurers licensed to do business in the State of Missouri and have an

A.M. Best rating of at least A-VIII. A Certificate of Insurance on all insurance policies required of Service Provider under this Agreement, shall be deposited with OTC promptly on or before the commencement of the term of this Agreement.

- (a) Commercial General Liability – with a limit of not less than \$2,000,000 (\$5,000,000 if any portion of the services to be performed by Service Provider hereunder involves or affects in any way the roof of any building) for each occurrence and a \$2,000,000 (\$5,000,000 if any portion of the services to be performed by Service Provider hereunder involves or affects in any way the roof of any building) general aggregate limit. The General Liability policy should name OTC Parties as Additional Insureds on a primary and non-contributing basis with respects to the Service Providers on-going and completed operations using the Insurance Services Office Additional Insured form or its equivalent. The General Liability policy should include an endorsement that includes property damage coverage for property in the care, custody or control of the Service Provider. In the instances where Service Provider’s services include the use of “pollutants” as defined by the General Liability policy, the policy must include an endorsement removing the absolute pollution exclusion and adding broadened pollution coverage for bodily injury and property damage resulting from the discharge, dispersal, seepage, migration, release or escape of “pollutants”, and providing coverage on behalf of the “additional insured” including ongoing and completed operations. In the absence of the General Liability carrier providing this coverage, this requirement may be met by the purchase of a Contractor’s Pollution Liability policy that provides Additional Insured status for OTC on a primary and non-contributing basis.
- (b) Commercial Automobile Liability – in the amount of \$1,000,000 combined single limit for bodily injury and property damage, covering all owned, non-owned, or hired automobiles used in the course of the Contractor’s business. The Automobile Liability policy should name OTC Parties as Additional Insureds on a primary and non-contributing basis with respects to the Service Providers operations using the Insurance Services Office Additional Insured form or its equivalent.
- (c) Workers’ Compensation – in compliance with any and all statues requiring such coverage in the State of Missouri.
- (d) Employer’s Liability – in a minimum amount of \$1,000,000 each accident, \$1,000,000 each employee, \$1,000,000 policy aggregate.
- (e) Such other insurance as may be required from time to time by Owner.

**Waiver of Lien:** Waiver of lien contractor, for himself and for all subcontractors, mechanics, journeymen, laborers, materialmen and suppliers, does hereby waive the right to hold, claim, assert, file or enforce any mechanic’s lien or materialmen’s lien or any lien rights whatsoever

against Owner, any building, improvement, or real estate owned by Owner, nor cause, suffer or permit any mechanic's lien, materialmen's lien or any lien rights whatsoever to be filed against the Owner. Contractor shall indemnify and hold Owner and any real estate, buildings and improvements owned by Owner harmless from and against any such liens for labor and materials. Neither contractor nor any subcontractor, mechanic, journeyman, laborer, materialman, supplier or any person, firm or corporation, for any cause whatsoever, shall have any right to hold, claim, assert, file or enforce any mechanic's lien, materialmen's lien, or any lien rights whatsoever against the Owner for any services, labor, materials, or equipment furnished therein.

The successful bidder shall require certificates of insurance from subcontractors. Subcontractors will carry limits of insurance equal to or greater than those carried by the contractor. These certificates shall evidence waivers of subrogation in favor of the contractor and the College, and shall be made available to the College upon request. Questions concerning insurance coverage may be directed to J'Neal McCoy, at (417) 447-4817.

The successful bidder must possess or obtain City, State and Local license appropriate to conduct business as required.

**E-Verify:** At the Bid Opening, Bidder shall furnish an affidavit affirming their company is enrolled in and participates in the Department of Homeland Security (DHS) E-Verify Program for Employment Verification and stating the business does not knowingly employ illegal aliens. At the award of Bid and at the Contract Execution, the successful Bidder shall provide the E-Verify Memorandum of Understanding (MOU) and the Company Profile Page.

**Evaluation Factors for Award:** Bids must be complete and convey all of the information requested in order to be considered responsive. If the bid fails to conform to the essential requirements of the IFB, the College will determine whether the variance is significant enough to consider the bid as susceptible to being made acceptable and therefore, a candidate for further consideration or award.

After review of the bids received, a request for additional information or clarification of ambiguity may be requested of one or more bidders. At the College's discretion, an award may be made without discussion on the basis of the bids initially submitted or after discussions with those bidders who, in the College's judgment, are within a competitive range.

The review of bids received based upon the following criteria:

- Total Cost-40%
- Support and Maintenance-20%
  - Criteria 1-Responsive to call-backs
- Installation, Training & Documentation-20%
- References-20%
  - Criteria 1-Experience
  - Criteria 2-Reliability

Submission of a bid indicates Vendor's acceptance of the College's evaluation factors and the Vendor's recognition that judgments will be made by the College during the evaluation process.

**Law Governing this Contract:** This contract shall be construed according to Missouri law, which is interpreted without regard to its conflicts of laws principles. The offeror is hereby advised that, upon completion of the evaluation process, all proposals and associated documentation will be made public pursuant to the "Open Records" law of the State of Missouri (RSMo 610.021). Please do not include statements of confidentiality or proprietary information in your bid. All bids are required to become a matter of public record according to state law. Allowable exclusions under state law are "software codes for electronic data processing and documentation thereof" and "records relating to scientific and technological innovations in which the College has a proprietary interest."

The successful bidder will note that the College pays by invoice on each Friday of the month. If you have any questions concerning billing, contact our accounts payable office at (417) 447-4829.

## PRE-BID MEETINGS

### PRE-BID SITE VISITS

**A Mandatory pre-bid site meeting for first time bidders.**

Sites will be available for pre-bid inspections using the following schedule:

*OTC Facilities Office located at 933 E. Central Springfield, MO to answer questions regarding the upcoming bids.*

Springfield Main Campus                      Thursday, August 22, 2019 at 9:30 a.m.

If you have any questions, concerning this bid or site visits contact Lesley Cash at (417) 447-4801.

## GENERAL SPECIFICATIONS

### QUALITY ASSURANCE

Reviews will be conducted by the Lead Electrical Technician and Maintenance with the assistance of the College Director of Facilities or the Assistant to the College Director of Facilities. This inspection process will be used to determine quality of repairs.

### BIDDER'S STATEMENT OF QUALIFICATIONS

In addition to completing the Bidder Qualification Form below, the apparent low bidder must also:

- Upon request provide a Certificate of Insurance Document evidencing your insurance coverage and policy expiration date within five working days or less.
- Provide proper documentation that you are qualified to perform these inspections.

**BIDDER QUALIFICATION FORM**

(Firm must prepare this statement in the form shown)

The undersigned bidder certifies that the information herein is true, correct, complete and accurate. (Elaboration on the following information or additional information deemed to be useful for evaluation of bidder's capabilities or to prevent misleading representations may be attached to this form.)

Date: \_\_\_\_\_

Bidder: \_\_\_\_\_

(Legal Name of Firm)

State of Missouri current registration or license number: \_\_\_\_\_

Federal ID No. \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Phone Number: \_\_\_\_\_/FAX Number \_\_\_\_\_

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

President: \_\_\_\_\_ (or Managing Partner, etc.)

Dun and Bradstreet No.(if any) \_\_\_\_\_

Years in business under present name: \_\_\_\_\_

List all other names under which your business has operated in last 10 years:



Insurance Company:

Insurance Agent: \_\_\_\_\_ Phone:

Total staff employed by firm: \_\_\_\_\_ (Break down by Managers and Trades.)

Contracting Specialty (indicate trades in which bidder performs.)

Union affiliations: Local \_\_\_\_\_ National

Years performing work specialty:

% work performed by Firm's own forces:

Is Bidder in compliance with all applicable EEO requirements?

Yes \_\_\_ No \_\_\_ (If the answer is no, please attach summary of details on a separate sheet.)

Bank references:

Address:

Contact name:

Contact phone #:

Has firm or predecessor firm been involved in a bankruptcy or reorganization?

Yes \_\_\_ No \_\_\_ (If the answer is yes, please attach summary of details on a separate sheet.)

Bidder should have successfully completed (substantially on-schedule, on-budget) at least three projects of similar size and nature for which they are submitting qualifications. (List projects on a separate sheet with the following information on each and attach hereto.)

List below any/all Contract(s) awarded to Bidder which it has failed to complete: (If applicable, attach separate sheet.)

Project: (Name & Location)

Contract w/:

Brief explanation of cause & resolution:

List on a sheet attached hereto all judgments, claims, arbitration proceedings, or suits pending or outstanding against bidder over the last five (5) years with amount of claim and brief description.

List on a sheet attached hereto all lawsuits or requested arbitration with regard to construction contracts which bidder has initiated within the last five (5) years and brief explanation of claim and outcome.

**E-VERIFY AFFIDAVIT**

Project Name: GRF Elevator Modernization  
Ozarks Technical Community College  
Springfield, Missouri (Greene)

Contractor

\_\_\_\_\_, being first  
duly sworn, deposes and says that he/she is \_\_\_\_\_ of  
\_\_\_\_\_ (sole owner, a partner, president, secretary, etc..) the  
party making the foregoing Bid is a participating Employer in the Department of Homeland Security (DHS)  
E-Verify program for Employment Verification. The Bidder has full understanding of the requirements set  
forth in the E-Verify Memorandum of Understanding (MOU), and the Bidder does not knowingly employ  
illegal aliens. Upon award of Bid and at the Contract Execution, the successful Bidder shall provide Ozarks  
Technical Community College with the following documentation:

- 1. E-Verify Memorandum of Understanding (MOU)
- 2. E-Verify Company Profile Page

Signed:

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
Company ID Number

State of

County of

On this \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_, before me, the undersigned notary public,  
personally appeared \_\_\_\_\_, known to me to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged that he/she/they executed the same for the  
purposes therein contained. In witness whereof, I hereunto set my hand and official seal.

Seal of Notary:

\_\_\_\_\_  
Notary Public

Indicate below a minimum of three (3) references similar in size (public entities and/or education preferred) who may be contacted by Ozarks Technical Community College where Vendor has supplied services similar to the services requested in this RFP.

Entity Name	
Entity Contact Person	
Entity Address	
Entity Phone Number	
Date & Description of Services Provided	

Entity Name	
Entity Contact Person	
Entity Address	
Entity Phone Number	
Date & Description of Services Provided	

Entity Name	
Entity Contact Person	
Entity Address	
Entity Phone Number	
Date & Description of Services Provided	

**(This completed form (with all attachments) and statement must be certified true and correct by affidavit sworn before a Notary Public.)**

Return Form to: Ozarks Technical Community College  
Facilities Office  
1001 E. Chestnut Expressway  
Springfield MO, 65802

# Scope of Work

Furnish material and labor to modernize one (1) hydraulic passenger elevator at Ozarks Technical Community College Graff Hall building (815 N. Sherman Ave.; State ID #4743).

- a) New Controller
  - a. New solid-state Controller with a built-in soft start as manufactured by Vertitron Midwest, Inc. This controller will be non-proprietary and anyone will be able to work on it in the future. No programming tool will be needed to work on this new controller.
    - i. A non-proprietary affidavit will be signed by the contractor. See page 17
- b) New Fixtures
  - a. New car operating panel shall be furnished with Digital Position Indicator
  - b. New hall stations shall be furnished with a Digital Position Indicator on every floor
  - c. New emergency ADA phone
  - d. New emergency car lighting within car operating panel
  - e. Phase I and Phase II fire fighters service key switches to meet code with FEOK1 keys
  - f. New car direction lantern
- c) New Door Equipment
  - a. Two (2) new GAL or MAC door operators with clutch and linkage
  - b. New pickup rollers on hall doors
  - c. Two (2) new photo edges
- d) New Machine Room Equipment
  - a. New submersible hydraulic pumping unit with motor, pump, and valve
  - b. New shut off valves where necessary for code compliance
  - c. New hydraulic oil
- e) New Hoistway Equipment
  - a. New selector
  - b. New hoistway switches to accommodate proper operation where needed
  - c. Pit stop switch
  - d. New car top inspection station
- f) Miscellaneous
  - a. Third party inspection is included with work
  - b. Operation and Maintenance Data
    - i. Two (2) sets of schematics will be provided, and then two (2) sets of drawings will be provided only if new elevator. All extra copies will be additional.
- g) Warranty
  - a. Provide a one (1) year warranty from date of final acceptance. Warranty shall include coverage of elevator system controller, operating equipment and devices that are defective, improperly installed or adjusted.
  - b. Contractor shall not be responsible for work required due to abuse or misuse by others or on parts that were not installed or replaced under this specification.

- c. Contractor shall submit a written report to Owner, stating nature of abuse and corrective action taken.
- h) Materials
  - a. Materials used shall be specified manufacturer's standard design and comply with all duty requirements of this section.
  - b. All fabricated components and material installed shall comply with ANSI A17.1 code requirement.
- i) Electrical
  - a. All electrical wiring runs shall contain 10% spares and comply with National Electrical Code NFPA 70 requirements.
- j) Design for Handicap
  - a. Locations of all devices and audio/visual operation shall comply with this Section and Uniform Federal Accessibility Standards.
- k) Finishes
  - a. All fixture covers and backing plates shall be #304 satin finish stainless steel of manufacturer's standard design.
- l) Field Quality Control
  - a. Perform and meet tests required by ANSI ASME A17.1
  - b. Supply instruments and execute required tests.
- m) Cleaning
  - a. Remove protective coverings from finished surfaces. Clean surfaces and components ready for inspection.
  - b. Cleaning of elevator equipment room and pit floor as specified under the "Equipment to be Installed" section.
- n) Adjusting
  - a. Adjust for smooth accelerating and deceleration of car.
  - b. Car shall be capable of lifting a capacity load, plus 25%.
  - c. Leveling speed shall be constant in both up and down directions.
  - d. Still to sill leveling accuracy shall be  $\pm \frac{1}{4}$ ".
  - e. Ensure all work is code compliant and trouble free.
- o) Protection
  - a. Contractor will be responsible for cleaning or repairing all interior building surfaces that are soiled or damaged by the installation of equipment.
  - b. Protect all finished surfaces from damage when moving equipment into and out of the building.

- p) Storage
  - a. All new equipment, prior to installation, shall be delivered to the jobsite and stored in a location that is approved by the owner.
- q) Work Completed by Owner/Others
  - a. General
    - i. Code approved hoistway, code approved machine room with self-closing and self-locking door, code approved pit. Fire Extinguisher in machine room.
  - b. Electrical
    - i. Smoke detectors/fire service, alarm panel, machine room lighting and GFCI, pit lighting and GFCI, 110VAC lockable code approved disconnect for cab lights, main line dis-connect to meet elevator equipment requirements, dedicated phone line ran to the elevator controller.
  - c. Sprinkler System
    - i. Owner requirements to meet all code.
  - d. Mechanical
    - i. Sump pump in pit, fire damper if requires, hoistway and machine room venting, air conditioning/heat for machine room and hoistway, and shunt trip if required by code.



# Non-Proprietary Equipment Affidavit

The elevator control equipment proposed for the project identified below shall be Non-Proprietary. The following provisions comprise a warranty representing compliance with established standards for Universal Serviceability and Maintainability:

- **Equipment Purchase Unrestricted**  
Any elevator company shall be allowed to purchase and install this equipment.
- **Spare Parts**  
Spare parts shall be available for sale for replacement or stock to be maintained at the building site, or the offices of any elevator contractor designated by the building owner to maintain their equipment.
  - ✦ No exchange-only provisions shall limit any parts purchase.
  - ✦ No building owner approval shall be required to processing any parts order.
  - ✦ A published price list shall establish reasonable list pricing for parts.
- **Diagnostics**  
The control system shall be provided together with all available diagnostic tool functions, either onboard or in a separate device.
  - ✦ Such maintenance, adjustment and troubleshooting device or system shall provide unrestricted access to all parameters, levels of adjustment, and flags necessary for maintenance of equipment.
  - ✦ No expiring software, degrading operation, or key shall be accepted. Any lost or damaged tool shall promptly be replaced or repaired at reasonable cost.
- **Training**  
Factory and/or on-site training shall be available from the original equipment manufacturer for enrollment by anyone who wishes to learn about installation, adjustment, maintenance and troubleshooting the equipment. Training fees shall be reasonable and appropriate.
- **Technical Support Hotline**  
A technical support hotline shall be provided by the original equipment manufacturer whereby anyone designated by the building owner shall be able to obtain assistance for installation, adjustment, maintenance or troubleshooting.
- **Engineering Support**  
The original equipment manufacturer shall provide engineering support to any maintaining contractor so designated by the building owner.
- **Documentation**  
Manuals, engineering drawings, circuit diagrams and prints shall be provided with the equipment at time of delivery. All documentation shall be available for replacement purchase, at reasonable cost, by any installing or maintaining elevator contractor or persons so designated by the building owner.

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## AFFIRMATION

The undersigned swears and affirms that the conditions described above are hereby made a part of the equipment proposal. The building owner, elevator contractor, and/or consultant shall reasonably rely upon these provisions.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## Sample Service Agreement

Direct All Invoices to Ozarks Technical Community College

CONTRACTOR'S  
SERVICE  
AGREEMENT  
STANDARD

<b>OZARKS TECHNICAL COMMUNITY COLLEGE</b>
<b>1001 E. Chestnut Expressway, Springfield, MO 65802</b>

Type of Service		Date	
Contractor		Owner	
Legal Name		Community College District of Central Southwest Missouri, AKA Ozarks Technical Community College	
Trade Name/DBA			
Principal Office Address		Principal Office Address 1001 E. Chestnut Expressway	
City, State, Zip		City, State, Zip Springfield, MO 65802	
Business Phone	Business Fax	Business Phone	Business Fax
		417-447-4852	417-447-4856

In consideration of the mutual promises, covenants and agreements set forth, it is agreed by and between the parties as follows:

1. Length of Agreement: (Days, Months, Years)	Agreement Commencement Date	Agreement Ending Date
2. <input type="checkbox"/> One-Time Service <input type="checkbox"/> Continuous Service	3. Payment Schedule <input type="checkbox"/> Detailed in Exhibit A <input type="checkbox"/> Other (specify)	4. Total Contract Cost
5. Scope of Services (Detail on Exhibit A if more space is required.)		

**6. Contract Term.** The term of this Agreement shall commence on the Agreement Commencement Date and shall continue in full force ending on the Agreement Ending Date, unless sooner terminated as herein provided. Notwithstanding anything herein to the contrary, either Owner or Contractor may at any time during the term hereof, or any renewal term, terminate this Agreement on thirty (30) days advance written notice to the other party. In the event this Agreement expires and terminates as hereinabove provided, but Contractor thereafter continues to furnish services or materials to Owner, the same shall continue to be subject to all of the terms and conditions of the Agreement.

**7. Renewal.** The term of this Agreement shall automatically be renewed with all of the terms and conditions herein contained equally applicable to the renewal term, unless written notice is given by either party to the other, not less than thirty (30) days prior to the expiration of the then current term. HOWEVER, if the term of the Agreement is less than thirty (30) days, either party must give advance notice equal to at least one-half (1/2) of the contract term. One-Time Service Agreements as designated in paragraph 2 shall not be renewable.

**8. Payment.** Owner shall pay Contractor for all services, labor, materials and equipment furnished hereunder according to the agreed job price and payment schedule set forth herein and/or in Exhibit A attached hereto. In order to receive payment hereunder, Contractor shall furnish Owner with an itemized statement of all charges for which payment is sought, and furnish Owner with vouchers, receipts, affidavits or other proof which may reasonably be requested or required by Owner in order to support Contractor's charges for labor and material. In no event shall Contractor be entitled to receive payment for any item of service or materials hereunder unless and until Contractor first has paid its laborers, subcontractors, materialmen and suppliers for all services, labor, materials and equipment furnished and furnished lien waivers to Owner.

**9. Excusable Delay; Changes in Services; Assignment Prohibited; Separate Contracts.** All services, labor, materials and equipment to be performed and furnished according to the schedule set forth in Exhibit A, provided however, that Contractor shall not be liable for reasonable delays in performance of any said services through no fault or neglect of Contractor's own, due to inclement weather, unavoidable casualties, acts of God, strikes or shortages of materials. The terms and conditions of this Agreement form shall control in the event of a conflict with terms and conditions in Exhibit A

Revised 8/5/10; Revised 12/11/14

or any other attachment. It is further understood and agreed by the parties that any additional services, labor, materials or equipment which the parties may deem necessary or deletions of scheduled services shall be furnished only upon written agreement between the parties in advance.

Additional services, if any, shall be paid for at the price agreed upon by the parties, along with the regularly scheduled payments hereunder. Contractor shall be entitled to receive payment only for services actually performed and rendered according to the terms and conditions herein provided. Contractor shall not assign this contract, or its right to payment hereunder, to any other party without Owner's prior written consent, and Contractor shall not delegate any of its duties hereunder, except to subcontractors expressly approved by Owner in writing in advance. Contractor shall be liable and responsible for the services of any and all subcontractors. Owner hereby reserves the right to let other contracts to other contractors for any and all services not expressly set forth herein and/or on Exhibit A, and Contractor will cooperate with any other contractors employed by Owner.

**10. Contractor's Warranty and Liability.** Contractor warrants and agrees that all materials used and furnished hereunder will be of good quality and suitable for the purpose furnished and that all labor will be done in a competent and workmanlike manner. Contractor shall repair, correct and remedy any defect or deficiency in workmanship and shall replace any defective materials, fixtures or equipment used, installed or placed in or upon the Owner's property, provided that Owner gives Contractor written notice of any such defect within one (1) year after such services have been completed. Contractor shall assign any manufacturers' warranties of duration greater than one (1) year to Owner. Contractor shall be liable for any injury caused to the Owner's property or any persons or property thereon by Contractor or any of its employees or subcontractors in the performance of the services required hereunder. Contractor shall indemnify and hold Owner harmless from any loss, cost, damage, liability or other expense whatsoever that Owner may suffer or incur as the result of a failure of materials and workmanship herein warranted. Contractor's warranty shall extend to and cover all services, labor and materials furnished by subcontractors and materialmen and Contractor shall be responsible to Owner in all respects for the services of any subcontractors and the material furnished by any materialmen. Contractor shall comply with all applicable laws, ordinances and governmental regulations in the performance of the services required hereunder.

**11. Termination of Agreement; Default.** In addition to the other rights granted to Owner hereunder, Owner, by giving written notice to Contractor, shall have the right to terminate this Agreement and the employment of Contractor hereunder if Contractor should attempt to assign this Agreement, be adjudged as bankrupt, make a general assignment for the benefit of its creditors, have a receiver appointed, fail to supply enough properly skilled workmen or proper materials to perform the services required hereunder, fail to make prompt payment to subcontractors or for materials or labor, fail to obtain or maintain any of the insurance coverage required hereunder, disregard laws, ordinances or the instructions of Owner, or otherwise be guilty of a breach or violation of any provision of this Agreement, for which termination shall be effective immediately upon the giving of such notice by Owner to Contractor. Notwithstanding such termination of this Agreement, Owner shall also have, and hereby reserves, its right to recover damages, including, without limitation, consequential and incidental damages, from Contractor for any loss suffered by Owner as a result of any breach or default by Contractor hereunder. Failure or forbearance by Owner to terminate this Agreement upon the occurrence of any breach or violation hereof by Contractor or any other event of default shall not constitute a waiver by Owner of such breach, violation or default on that occasion or upon the occurrence of a similar breach or violation upon a future occasion. If Owner is required to bring or defend any action arising out of this Agreement, or to enforce or defend the provisions hereof, Owner shall recover its reasonable attorney's fees and costs from Contractor.

**12. Risk of Loss.** All services performed by Contractor hereunder shall be done and performed solely at Contractor's own risk, and it is understood and agreed by the parties that Contractor is an independent contractor and not an agent or employee of Owner.

**13. Indemnity.**

(a) To the fullest extent permitted by applicable law, Contractor shall, at Contractor's sole cost and expense, defend, indemnify, and hold harmless Owner, its officers, trustees, members, partners, subsidiaries and any other affiliate entities, and the agents, servants, employees, and independent contractors of such persons or entities (collectively, "Owner Parties") from and against any and all claims, demands, liabilities, obligations, losses, penalties, actions, suits, damages, expenses, disbursements (including legal fees and expenses), or costs of any kind and nature whatsoever for property damage, bodily injury and death brought by third-parties in any way relating to or resulting in whole or in part from Contractor's performance or alleged failure to perform the services under or in connection with this Agreement ("Claims").

(b) To the fullest extent permitted by applicable law, Contractor shall indemnify and save each of the Owner Parties harmless from any and all Claims that may be brought against any of the Owner Parties by any employee, representative or agent of Contractor, or any legal representative or successor of any employee, representative or agent of Contractor, in any way arising out of or incident to the services rendered or to be rendered under or in connection with this Agreement, irrespective of whether such Claims are the result of the negligence or fault of Owner Parties or anyone for whose acts Owner Parties may be liable.

(c) The indemnity set forth herein will apply regardless of the active or passive negligence or joint, concurrent, or comparative negligence of any of the Owner Parties and regardless of whether liability without fault or strict liability is imposed or sought to be imposed upon any of the Owner Parties, except to the proportional extent that a final judgment of a court of competent jurisdiction establishes under the comparative negligence principles of the State of Missouri that a Claim was proximately caused by the sole negligence or intentional wrongdoing of an Owner Party, provided, however, that in such event the indemnity will remain valid for all other Owner Parties. (d) The provisions of this Section shall survive the expiration or earlier termination of this Agreement until all Claims involving any indemnified matter are fully and finally barred by the applicable statute of limitations.

**14. Insurance.** The Service Provider shall, at all times during the term of this Agreement and any extension(s), at Service Provider's sole cost and expense, obtain and maintain policies of insurance as shown in paragraphs (a) through (e) below. No such insurance policy is to be cancelled, non-renewed or materially changed without at least thirty (30) days written notice to OTC by Service Provider by certified mail to OTC's notice address specified herein. All policies of insurance required of Service Provider under this Agreement shall be obtained from reputable insurers licensed to do business in the State of Missouri and have an A.M. Best rating of at least A-VIII. A Certificate of Insurance on all insurance policies required of Service Provider under this Agreement, shall be deposited with OTC promptly on or before the commencement of the term of this Agreement.

- (a) Commercial General Liability – with a limit of not less than \$2,000,000 (\$5,000,000 if any portion of the services to be performed by Service Provider hereunder involves or affects in any way the roof of any building) for each occurrence and a \$2,000,000 (\$5,000,000 if any portion of the services to be performed by Service Provider hereunder involves or affects in any way the roof of any building) general aggregate limit. The General Liability policy should name OTC Parties as Additional Insureds on a primary and non-contributing basis with respects to the Service Providers on-going and completed operations using the Insurance Services Office Additional Insured form or its equivalent. The General Liability policy should include an endorsement that includes property damage coverage for property in the care, custody or control of the Service Provider. In the instances where Service Provider's services include the use of "pollutants" as defined by the General Liability policy, the policy must include an endorsement removing the absolute pollution exclusion and adding broadened pollution coverage for bodily injury and property damage resulting from the discharge, dispersal, seepage, migration, release or escape of "pollutants", and providing coverage on behalf of the "additional insured" including ongoing and completed operations. In the absence of the General Liability carrier providing this coverage, this requirement may be met by the purchase of a Contractor's Pollution Liability policy that provides Additional Insured status for OTC on a primary and non-contributing basis.

- (b) Commercial Automobile Liability – in the amount of \$1,000,000 combined single limit for bodily injury and property damage, covering all owned, non-owned, or hired automobiles used in the course of the Contractor's business. The Automobile Liability policy should name OTC Parties as Additional Insureds on a primary and non-contributing basis with respects to the Service Providers operations using the Insurance Services Office Additional Insured form or its equivalent.
- (c) Workers' Compensation – in compliance with any and all statues requiring such coverage in the State of Missouri.
- (d) Employer's Liability – in a minimum amount of \$1,000,000 each accident, \$1,000,000 each employee, \$1,000,000 policy aggregate.
- (e) Such other insurance as may be required from time to time by Owner.

**15. Waiver of Lien.** Contractor, for itself and for all of its subcontractors, mechanics, journeymen, laborers, materialmen and suppliers, does hereby waive the right to hold, claim, assert, file or enforce any mechanic's lien or materialmen's lien or any lien rights whatsoever against Owner, any building, other improvement, real estate or other property owned by Owner, nor cause, suffer or permit any mechanic's lien, materialmen's lien or any lien rights whatsoever to be filed against Owner or any of Owner's property. Contractor shall indemnify and hold Owner and any real estate, other property, buildings and other improvements owned by Owner harmless from and against any such liens for labor and materials. Neither contractor nor any subcontractor, mechanic, journeyman, laborer, materialman, supplier or any person, firm or corporation, for any cause whatsoever, shall have any right to hold, claim, assert, file or enforce any mechanic's lien, materialmen's lien, or any lien rights whatsoever against Owner or any of Owner's property for any services, labor, materials, or equipment furnished under or in connection with this Agreement.

**16. Limitation of Liability.** Anything to the contrary contained in this Agreement notwithstanding, there shall be absolutely no personal liability on persons, firms or entities who constitute any of the Owner Parties with respect to any of the terms, covenants, conditions and provisions of this Agreement, and Contractor shall look solely to the Owner or its successors and assigns for the satisfaction of each and every remedy of Contractor in the event of default by Owner hereunder; such exculpation of personal liability is absolute and without any exception whatsoever.

**17. Intellectual Property.** The parties expressly recognize that Contractor's services rendered to Owner under this Agreement ("Services") and all work product resulting therefrom ("Work Product") have been specially ordered and commissioned by Owner as a contribution to a collective work, supplemental work or such other category of work as may be eligible for treatment as a "work made for hire" as that term is defined in the Copyright Act, 17 U.S.C. § 101 et seq. Owner shall be deemed the sole author of the Services and Work Product, their contents and any work embodying or derived from any portion of the Services and Work Product, and their attendant intellectual property rights.

**18. Audit (a)** Owner, or its authorized employees, agents or representatives (including a third-party auditor or firm) shall have the right to interview personnel and inspect, examine, copy and audit the books and records of Contractor relating to the Project and all associated work, costs and expenses (collectively, "Audit"). Any audit shall be conducted within three (3) years following the date of any final payment made by Owner for any goods or services supplied pursuant to this Agreement, and shall take place during Contractor's normal business hours (or as otherwise may be agreed by the parties) upon not less than seven (7) days prior written notice.

(b) Contractor shall, for a period of three (3) years following the date of any final payment made by Owner for any goods or services provided pursuant to this Agreement, keep and preserve at all times at the Contractor's notice location all documents and records (whether in written or electronic format) that pertain in any way to this Agreement, including, without limitation, records related to bidding (including but not limited to bids by contractors, subcontractors and material suppliers), invoices and receipts for material and services from the subcontractors, material suppliers or other vendors, payroll records (including, without limitation, employee work schedules) and full, complete and accurate books of account.

(c) The purpose of the Audit shall be to verify compliance with this Agreement and the accuracy of amounts charged or paid by Contractor for any goods or services provided pursuant to this Agreement, and all amounts billed or paid shall be subject to Audit. In addition, such Audit shall be in compliance with this Agreement, including, without limitation, any and all requirements for deliverables, approved plans and specifications, and purpose and pricing of any change order. If such Audit discloses that Contractor has overcharged or underpaid Owner or that Owner has paid any excess amount, Contractor shall pay Owner, upon demand, the amount of any excess Owner payment, underpayment by Contractor or, if payment has not been made, revise any account statement, invoice or billing to reflect the correct amount owed. If the Audit concludes that Owner has been overbilled or underpaid, or Owner has overpaid, amounts owed by one percent (1%) or more, then, in addition to making such revision and/or full repayment of the amount of such underpayment or overpayment, as the case may be, Contractor shall reimburse Owner for the cost of the Audit.

**19. Background Checks-Compliance Certification**

(a) To the extent permitted by applicable federal, state and local law (including, but not limited to, the federal Fair Credit Reporting Act and Americans with Disabilities Act), Contractor shall conduct appropriate criminal background and reference checks of personnel assigned to work at Owner’s facilities. Contractor represents and warrants that it will conduct any criminal background or reference checks in a lawful manner.

(b) Contractor represents and warrants that an Employment Eligibility Verification (commonly known as an I-9 form), issued by the Department of Homeland Security, has been properly completed for each Contractor employee that works at a facility owned and/or managed by Owner and the I-9 Form for each such employee is maintained by Contractor.

(c) Contractor will certify to Owner that it has complied with the obligations in this paragraph. Contractor will provide this certification upon request by Owner but, in any event, will provide a certification letter to Owner within 30 days following the effective date of any contract and, subsequently, in January of each year.

**20. Exhibits.** The following Exhibits are incorporated herein by reference:

(List attached Exhibits, including letter or number designation and heading, if any.)

**21. Binding Effect; Entire Agreement.** This Agreement shall be binding upon and inure to the benefit of the respective heirs, successors, assigns and personal representatives of the parties, subject however, to the restriction upon assignment by Contractor set forth above. This Agreement contains the entire agreement between the parties and cannot be modified or amended without a written agreement executed by both of the parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year first above written.

Community College District of Central Southwest  
Missouri, aka Ozarks Technical Community College

Contractor:

By: \_\_\_\_\_ By: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

## CONTRACTOR USE OF PREMISES

- General: Limit use of the premises to immediate area being serviced; allow for owner occupancy and use by the public.
  - a) Premises available September 1, 2019, thru June 30, 2020. Normal operating hours are weekdays 7:00 am to 4:00 pm.
  - b) To obtain a room schedule contact the College Director of Facilities. (417) 447-4802.
  - c) Contractor shall coordinate with Owner for location of specific areas for parking, material storage, loading areas.

## SMOKING AND TABACCO POLICY

*Smoking or the use of tobacco products in any form will not be allowed on any of the Ozarks Technical Community College owned properties.*

## IDENTIFICATION:

Each employee of the contractor assigned to perform work at any of the Ozarks Technical Community College locations must display a form of identification (I.D.) at all time. The I.D. must be displayed at all times. Photo identification must include a minimum of the following:

- Company name
- Employee photo
- First and last name

## BILLING:

A Statement shall be submitted after completion of inspections and required repairs. Individual statements are required for each college location. Ozarks Technical Community College will pay by said statement.

Send to:

Ozarks Technical Community College  
Facilities Office  
1001 E. Chestnut Expressway  
Springfield, MO 65802

BID PROPOSAL #1

TO: OZARKS TECHNICAL COMMUNITY COLLEGE (Main Campus located at 1001 East Chestnut Expressway Springfield, MO. 65802)

We, the undersigned propose to furnish the service listed below and guarantee that if we are awarded the bid, we will furnish this service in accordance with the attached specifications, unless otherwise indicated below:

**Provide: GRF Elevator Modernization at OTC's Main Campus 1001 East Chestnut Expressway, Springfield, Missouri 65802.**

\$ \_\_\_\_\_ PRICE

Other pricing request

Hourly rate per man \$ \_\_\_\_\_

Travel time cost \$ \_\_\_\_\_

Disposal fees (equipment/oil) \$ \_\_\_\_\_

Material Lead Time \_\_\_\_\_

Work completion time frame \_\_\_\_\_

- NO MINIMUM CHARGES
- NO FUEL SURCHARGES
- NO MISCELLANEOUS CHARGES ON BILLING THAT HAVE NOT BEEN PRE AUTHORIZED BY SIGNATURE OF THE DEPARTMENTAL SUPERVISOR

**SATISFACTION OF SERVICE IS REQUIRED TO MAINTAIN CONTRACT; THIRTY DAY (30) NOTICES IS REQUIRED FOR CANCELLATION OF CONTRACT BY EITHER PARTY.**

IF THE SUCCESSFUL BIDDER DOES NOT MAINTAIN THE REQUIRED QUALIFICATIONS AS SPECIFIED FOR THE TERM OF THIS CONTRACT OR FAILS TO PROVIDE A SATISFACTORY LEVEL OF SERVICE, THE CONTRACT MAY BE CANCELLED WITH NO PENALTIES ASSESSED AGAINST THE COLLEGE AFTER A **THIRTY (30) DAY** WRITTEN NOTICE.

\_\_\_\_\_  
NAME OF FIRM

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
PHONE/FAX NO.