

KANSAS CITY PUBLIC LIBRARY

**REQUEST FOR PROPOSALS
FOR CENTRAL LIBRARY'S PARKING GARAGE
ELEVATOR MAINTENANCE SERVICES**

January 27, 2025



**Kansas City
Public Library**

14 West 10th Street
Kansas City, Missouri 64105

Proposals will be accepted until:

11:00 a.m. (CST)
Friday, February 21, 2025

REQUEST FOR PROPOSALS FOR CENTRAL LIBRARY'S PARKING GARAGE ELEVATOR MAINTENANCE SERVICES

Instructions for Proposers

General Instructions

The Kansas City Public Library ("Library") invites qualified applicants to submit proposals for Central Library's parking garage elevator maintenance services for the Library.

Submission of Proposal

Proposals may be submitted in hard print copy and/or email to be received no later than 11:00 am, Friday, February 21, 2025. All correspondence should be marked "**KCPL Garage Elevator Maintenance Services**". Please note that if you are submitting your proposal by email the Library must **receive** the email no later than 11:00 am.

Site Tour and Pre-Proposal Meeting

All interested Proposers are welcome to attend a **tour and Pre-Proposal Briefing** at the **Central Library, Helzberg Auditorium, 14 W. 10th Street, Kansas City, MO 64105** on **Tuesday, February 4, 2025, at 10:30 A.M.** Proposers will receive a tour of the Library's Central Garage, specifically its elevator area. Please contact **Jessica Addo** at purchasing@kclibrary.org to let the Library know if you would like to attend.

Official Contact

Any questions concerning this Request for Proposals ("RFP") should be submitted via email to:

Jessica Addo
Kansas City Public Library
14 West 10th Street
Kansas City, MO 64105
816-701-3563
purchasing@kclibrary.org

All questions concerning this RFP must be received no later than Friday, February 7, 2025, by 5:00 p.m. (CST).

Ownership of Documents

Any reports, studies, conclusions and summaries prepared by the Proposer shall become the property of the Library.

Confidentiality of Information

Any proprietary information furnished by a Proposer to the Library that is designated confidential shall be treated as confidential to the Library to the extent allowable by law.

RFP Awards

The Library reserves the right to accept or reject any and all proposals. The acceptance or rejection of any or all proposals and the making of an award will be at the sole discretion of the Library. The Library reserves the right to request additional information. The contract shall be awarded to the qualified Proposer(s), whose proposal (which may include and incorporate the outcome of any subsequent negotiations), is determined to be in the best interests of the Library.

Addenda/Cancellation

The Library may modify or cancel the RFP at any time prior to the RFP due date by issuance of an Addendum or Cancellation to all Proposers who are participating in the process at the time the Addendum/Cancellation is issued. Addenda will be made available and Cancellations will be posted on the Library's RFP/RFQ website (currently: <http://www.kclibrary.org/news-projects-rfps>). Proposers should monitor the Library's RFP/RFQ website for updates/information/addenda/cancellations. Verbal modifications to the RFP specifications shall not be binding upon the Library.

Clarification of Proposals

The Library reserves the right to obtain clarification of any point in the proposal or to obtain additional information necessary to properly evaluate a particular proposal. Failure of a Proposer to respond to such a request for additional information or clarification could result in rejection of the proposal.

Method of Selection

Award will be made to the most responsive and responsible Proposer offering the best value and most economical proposal as defined by the Library. In general, the following criteria will be used: price, qualifications, service approach, and the experience of the Proposer. Per Library policy, a preference will be given to local vendors and minority/women business enterprises (M/WBE). Additionally, Missouri-based, service disabled veteran enterprises (SDVE) certified by the State of Missouri Office of Administration will receive a three (3) point bonus preference.

After the Library's initial evaluation of proposals, select proposals will undergo a detailed review and evaluation. As part of this detailed review of proposals, selected Proposers may be required to make oral presentations of their proposals to the Library. These presentations provide an opportunity for the Proposers to clarify the proposals. The Library will negotiate with the selected Proposer(s) for mutually agreeable terms for the Library's Garage Elevator maintenance services before making an award.

Negotiation could include, but not be limited to, price and the terms and conditions of the RFP.

Acceptance of RFP Terms

A proposal submitted in response to this RFP shall constitute a binding offer. The Proposer shall identify clearly and thoroughly any variation between its offer and this RFP. Failure to do so shall be deemed a waiver of any rights to subsequently modify the terms of performance. Proposer's authorized representative may withdraw proposals only by written request received before the proposal due date.

Proposal Validity Period

Each proposal shall be valid for a period of sixty (60) days from the proposal due date.

Non-Collusion

Proposer(s) certify that this proposal had been arrived at independently and has been submitted without collusion designed to limit independent bidding or competition.

Hold Harmless

The Proposer shall hold harmless, defend and indemnify the Library and the Library's officers, agents, and employees against liability that may be imposed upon them by reason of the Proposer's failure to provide worker's compensation coverage and liability coverage.

General Specifications

INTRODUCTION

It is the purpose of this RFP to solicit proposals from qualified vendors to provide elevator maintenance services for the Kansas City Public Library. The Library is accepting proposals for a five (5) year contract to meet the service needs of the Library.

The Library seeks proposals that afford the Library the most cost efficient, technically responsive proposal for the acquisition of the subject matter of this RFP. However, the Library recognizes that there may be arrangements different from those requested in the RFP that would afford additional benefits to the Library while satisfying the applicable requirements of this RFP. Accordingly, you may submit alternative proposals for consideration, which offer additional benefits in addition to the requested baseline proposal. These alternatives will be evaluated in conjunction with the primary (baseline) approach for each proposal.

SCOPE OF SERVICES

The Library is seeking proposals from qualified vendors to provide elevator maintenance services for the garage elevator (hydraulic units) located at the Central Library's Garage (see **Attachment A**). The selected service provider will perform maintenance visits to examine, maintain, adjust, and lubricate elevator components needed to maintain the

safe operation of the Library Garage's elevator, and, if conditions warrant, also repair and replace those components.

The selected service provider will provide all personnel, equipment, tools, supplies, supervision and other items and services necessary to perform the services of this RFP.

The selected service provider shall provide annual inspections.

The selected service provider will be able to respond to emergency requests for maintenance and repair services in a timely manner.

The selected service provider will provide monitoring services for the elevator phone line.

The selected service provider shall be responsible for all costs associated with any contract resulting from this RFP.

The selected service provider will have been in operation at least three years.

The Library has a preference for a five (5) year agreement.

Proposal Content & Format

To provide a degree of consistency in review of the written proposals, Proposers are required to prepare their proposals in the format described below:

Proposal Response Form

An individual having full authority to execute the proposal and to execute any resulting contract for services ("authorized representative") must complete and submit the attached Proposal Response Form (**Attachment C**) or submit a signed letter of transmittal that contains the same information and statements as indicated in the proposal response form.

Experience, Expertise and Capabilities

Give a background of the company's or contractor's experience and qualifications. This should include a brief history, the date founded, ownership and any subsidiary relationships. Also list the types of services the company or contractor is qualified to perform. Give examples of experience for similar services to other entities. If the company or contractor is a local Kansas City business, or if the company or contractor is a minority/women business enterprise (M/WBE), this should be noted in order to utilize the Library's preference for local and M/WBE vendors.

Personnel

For Company proposals, provide the names of key management personnel who would be directly involved in providing services to the Library. Describe their relationship in the company, the role they would play, their experience, qualifications and years of service with the company.

Use of Subcontractors

The selected Proposer shall be solely responsible for all services as required by the RFP. Subcontractors, if any, will be the responsibility of the Proposer and the role of subcontractors must be clearly identified in the proposal. The Library may factor this information in the evaluation of the service approach of the Proposer. The use of a subcontractor(s) does not relieve the selected Proposer of liability under this contract (see **Indemnity, Licenses & Releases** in the **Terms and Conditions** section).

Service Approach

Submit a clear, concise response to accomplish the scope of services that reflects your understanding of the Library's requirements as described in the Scope of Services. This response should demonstrate an understanding of the Library's needs. **Please note that the Library welcomes suggestions from Proposers on how to improve its transport logistics and schedule to maximize cost savings for the Library.**

In describing your firm's service approach, please address the following specific issues:

- 1. Provide information about the components that your firm will inspect and service, and which components, if any, it will not service.**
- 2. Provide information about your firm's response times and scheduling process for elevator repairs and maintenance, including any needed emergency services.**
- 3. Provide information about the quality control process your firm uses to maintain quality and safety.**
- 4. Provide information about your firm's process for removing and disposing of wastes such as oils or other materials or chemicals used in the maintenance or repair of the elevator.**
- 5. Provide details about your normal operating business hours, and clarify if any overtime pay is required for afterhours work. (NOTE: Overtime costs should also be included in your response to Attachment B.)**
- 6. Provide information about the number of regular maintenance hours your firm anticipates will be provided to insure the continued safe operation of the Library Garage's elevator.**

7. Provide details on the type of reporting that will be provided to the Library after maintenance or repair services are performed.

Cost/Charges

Submit a detailed breakdown of all costs and charges involved in completing the scope of work, with a price schedule for services per elevator. Please complete and submit **Attachment B**. The Library relies on the Proposer to assure that all charges to complete the scope of work are submitted in the proposal and that there are no hidden costs or charges that will be incurred by the Library.

Please note that the Library welcomes suggestions from Proposers on how to improve its elevator maintenance process to maximize cost savings for the Library. Although all Proposers are required to complete Attachment B, alternative pricing solutions may be supplied to the Library for consideration.

The Library relies on the Proposer to assure that all charges to complete the scope of work are submitted in the proposal and that there are no hidden costs or charges that will be incurred by the Library.

Authorized Representative

Include the name, title and contact information of the person in your organization authorized to negotiate contract terms and render binding decisions on contract matters.

References

Submit information regarding three (3) comparable projects that the vendor has completed as the prime contractor within the last five (5) years. The projects shall indicate the start and completion dates, the size and number of buildings serviced, services and equipment provided, project costs, contract term, warranty, and benefits to the owner. Please provide contact information for each reference.

Terms and Conditions

Contract Term

The term of this contract will begin from the date of award and end June 30, 2025, with an option for up to four annual renewals as mutually agreed by both parties.

Contract Components

This RFP, the successful proposal's response thereto, and any additional written modifications and/or stipulations mutually agreed upon by the Library and the successful proposal will constitute the final contract. During the contractual period, any

changes to the conditions outlined in these materials must be approved in writing with the signatures of representatives from each selected proposal(s) and the Library.

Disclosure of Confidential Information

Proposer acknowledges that, in and as a result of the consulting hereunder, Contractor will be making use of, acquiring and/or adding to confidential information of a special and unique nature and value relating to such matters as Library's systems, procedures, manuals, confidential reports, or other similar data, as well as the nature and type of processes and/or other services rendered by Library, hereinafter collectively referred to as the "Confidential Information". As a material inducement to Library to enter into this Contract, and to continue to engage Contractor hereunder and to pay to Contractor the compensation referred to herein, Contractor covenants and agrees that Contractor shall not, at any time during or following the cessation of his engagement hereunder, for whatever reason, directly or indirectly, divulge or disclose, for any purpose whatsoever, any of such Confidential Information which has been obtained by or disclosed to Contractor. Upon cessation of this Contract for whatever reason, all Confidential Information, whether in the form of documents, records, notebooks, invoices, statements or correspondence, including copies thereof, relating to the business of the Library then in Contractor's possession or control, whether prepared by Contractor or others, shall remain Library's exclusive property and will be delivered to and left with the Library.

Indemnity, Licenses & Releases

Contractor agrees to indemnify, defend, and hold harmless Library, its representatives and customers from and against any and all suits, demands, liabilities, claims, actions, expenses, losses, and damages of any kind or nature whatsoever arising out of any negligent acts or omissions in connection with the Contract, caused by Contractor, its employees, agents, subcontractors, or caused by others for whom Contractor is liable, in the performance of the Services under this Contract.

Contractor will obtain and pay for all permits and licenses required by law that are associated with the Contractor's performance of Services.

Waiver of Subrogation

For all coverages, Contractor's insurer shall waive subrogation rights against the Library and its insurers.

Termination

Either party may terminate this Contract without cause upon thirty (30) days prior written notice to the other party. Library reserves the right to cancel, for cause, this Contract without prior written notification. Cause for termination shall include the following: (1) violation by Contractor of any applicable federal, state, or local law, regulation or ethical code; (2) Contractor's substantial under performance, as determined by Library; or (3) failure to comply with the provisions of this Contract. Library shall, where permitted by law, have the right to terminate the Contract

immediately and without other cause or prior notice to Contractor in the event that Contractor does any of the following: (1) makes written admission of its inability to pay its debts or obligations as they become due; (2) files a voluntary petition in bankruptcy; (3) is adjudicated as bankrupt or insolvent; (4) seeks, consents to or acquiesces in the appointment of any trustee, receiver or liquidator of all or any substantial part of its business assets; (5) fails to actively operate its business for a period of more than seven (7) consecutive days without the prior written consent of Library; or (6) fails to maintain the insurance coverage required in this Contract. The Contract shall terminate immediately if it is no longer permitted by applicable laws, rules or regulations, or if Library decides to limit or discontinue their operation for any reason.

Modification of Contract

No waiver or modification of this Contract or of any covenant, condition, or limitation herein contained shall be valid unless in writing and duly executed by the party to be charged therewith and no evidence of any waiver or modification shall be offered or received in evidence of any proceeding, arbitration, or litigation between the parties hereto arising out of or affecting this Contract, or the rights or obligations of the parties hereunder, unless such waiver or modification is in writing, duly executed as aforesaid, and the parties further agree that the provisions of this Section may not be waived except as herein set forth.

Codes, Laws and Regulations

Contractor will comply with all applicable codes, laws, regulations, standards, and ordinances in force during the term of this Contract.

Adjustment of Services

The Library reserves the right to eliminate, reduce or otherwise adjust the scope of services provided by the Contractor. If the Contractor does not complete the task within the scheduled time frame, the Library may obtain another contractor to complete the task. Costs incurred to obtain another contractor will be at the Contractor's expense.

Assignability

Neither this Contract nor any rights hereunder may be assigned by the Contractor without Library's prior written consent.

Governing Law

It is understood and agreed that the construction and interpretation of this Contract shall at all times and in all respects be governed by the laws of the State of Missouri. The parties agree that any legal action brought in connection with this Contract is to be maintained only in the Circuit Court of Jackson County, Missouri.

Insurance

Contractor shall purchase and maintain, at its own expense, 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 work by the Contractor, its agents, representatives, or employees.

Coverage Required	Limits per Occurrence
General Liability	\$1 million minimum coverage per occurrence and \$2 million aggregate, written on an occurrence basis.
Automobile Liability	\$1 million per occurrence, covering owned, hired and non-owned automobiles
Worker's Compensation	Statutory

Contractor understands and agrees that the Library cannot save and hold harmless and/or indemnify the Contractor or its employees against any liability incurred or arising as a result of any activity of the Contractor or any activity of the Contractor's employees related to the Contractor's services under this Agreement. Therefore, the Contractor must acquire and maintain adequate liability insurance in the form(s) and amount(s) sufficient to protect the Library, its employees, its clients and the general public against any such loss, damage and/or expense related to the services performed under this Agreement. The insurance coverage shall include general liability insurance in an amount of at least \$1,000,000 per occurrence and \$2,000,000 in the aggregate with endorsements including but not limited to risks of false imprisonment, malicious prosecution, libel, slander and violation of right of privacy as well as the Missouri statutory requirements for works compensation insurance. Written evidence of the insurance shall be provided by the Contractor to the Library, the initial written evidence being attached hereto and marked as Exhibit A. The evidence of insurance shall include, but not necessarily be limited to: effective dates of coverage, limits of liability, insurer's names, policy numbers and endorsement by representatives of the insurance company. Evidence of self-insurance coverage or of another alternative risk financing mechanism is not permitted.

Insurance policies required of Contractor by the Agreement shall:

- Be issued by insurance companies licensed to do business in the state of Missouri with general policyholder's ratings of at least A and a financial rating of at least XI in the most current *Best's Insurance Reports* available on the date the Contractor obtains or renews the insurance policies. If *Best's* ratings are changed or discontinued, the parties shall agree to an equivalent method of rating insurance companies;
- Name the Library as an additional insured as its interest may appear on the policy;

- Provide that the insurance not be cancelled or materially changed in the scope or amount of coverage unless thirty (30) days' advance notice is given to the Library;
- Be primary policies;
- Be permitted to be carried through a "blanket policy" or "umbrella" coverage;
- Have deductibles not greater than \$1,000;
- Be written on an "occurrence" basis; and
- Be maintained during the entire Term and any extension Terms.

By the date of award and upon each renewal of its insurance policies, Contractor shall give such certificates of insurance to the Library.

Independent Contractor

It is specifically agreed by the parties that the relationship of Contractor to Library is that of an independent contractor and that Contractor is not an agent, partner, or employee of the Library. Contractor acknowledges that Contractor is not entitled to receive from Library any tax withholding, workers' compensation, unemployment compensation, or any employee benefits, statutory or otherwise.

Access to Records

Contractor shall maintain all fiscal records and any other records relating to this Contract in such a manner as to clearly document the Contractor's performance hereunder. Library or any of its duly authorized representatives shall have access to any books, documents, papers and records of the Contractor which are directly pertinent to this Contract for the purpose of making audits, examinations, excerpts and transcriptions.

Federal, State, and Local Taxes, Licenses, and Permits

The Contractor will comply with all laws and regulations on taxes, licenses, and permits.

Contractor's Personnel

The Contractor shall provide appropriately skilled and trained personnel, adequate in number, as necessary to perform the workload required to efficiently and effectively provide the Scope of Services under this contract.

All Contractor personnel employed by Contractor for elevator maintenance services at the Library shall have undergone full and complete background screening including abuse or sex offender registry and eligibility to work in the United States under I-9 regulations. Under no circumstances will Contractor hire convicted sex offenders, regardless of what job they are being considered for, if they are to be assigned to work on-site at any Library site.

While providing elevator maintenance services, the Contractor's employees shall be

respectful and courteous to all persons with whom they come in contact, and shall observe acceptable standards of appearance, hygiene, and conduct.

Identification passes must be worn at all times while on site by Contractor's personnel so as to be clearly visible.

Other Considerations

Disputes

Should any doubt or difference of opinion arise between the Library and the successful proposal awarded this Contract as to the items to be furnished hereunder or the interpretation of the provisions of this RFP, the decision of the Library shall be final and binding upon all parties.

Prohibition of Public Benefits to Unauthorized Workers

Pursuant to State of Missouri's RSMO 285.530 (1), No business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized worker to perform work within the state of Missouri. Consultants shall comply with the provisions of Section 285.525 through 285.550 of the State of Missouri statutes and execute the notarized affidavit attached hereto as **Attachment D**, Affidavit of Work Authorization before the Agreement can be finalized.

Attachment A Elevator Information

Below is a table that lists information about the Library Garage's elevator. The Library's locations and operating hours (including the Library's current holiday schedule) can be found at the following link: <http://www.kclibrary.org/branches>.

Elevator Designator Number	Elevator Branch Location	Type of Elevator (Traction or Hydraulic)	Make/ Install or Rehab/ Date/ Location ID	Number of Floors Accessed by Elevator
#1	Central Library's Garage	Hydraulic Sump Pump	Otis/ Installed 2003 ID 23146	5

Attachment B

PRICE SHEET FOR ELEVATOR MAINTENANCE SERVICES

Please answer the following questions about an annual price for elevator maintenance services for the elevator listed in **Attachment A**.

The Library relies on the Proposer to assure that all charges to complete the scope of work are submitted in the proposal and that there are no hidden costs or charges that will be incurred by the Library.

If there are any elevator components that will not be serviced as part of your firm's service plan, please note this clearly in your response to this RFP.

The Library has a preference that pricing remain constant over the course of a five year agreement; however, if service pricing will vary from year to year, please provide a detailed breakdown of the pricing by year in your response to this RFP.

Please note that the Library welcomes suggestions from Proposers on how to improve its elevator maintenance process to maximize cost savings for the Library. Although all Proposers are required to complete Attachment B, alternative pricing solutions may be supplied to the Library for consideration.

- 1. In addition to the elevator maintenance and repair pricing provided above, how much would your firm charge annually to monitor the elevators' emergency phone line?**
- 2. If there are any overtime costs associated with your firm's elevator maintenance services, please provide detailed information about the overtime costs and your hours of operation.**
- 3. Are the costs for an annual elevator inspection included in your price quotes above? If not, please provide a price quote for the annual elevator inspections.**

Please provide details on any other costs associated with the elevator maintenance services.

Attachment C
PROPOSAL RESPONSE FORM

DATE _____

Proposal of : _____, (herein after called Vendor), a Corporation/Partnership/an Individual doing business as

_____.

TO: The Kansas City Public Library (hereinafter called the Owner).

The Proposer, in compliance with your Request for Proposal for Elevator Maintenance Services and having examined the RFP and Scope of Services with related documents and being familiar with all of the conditions surrounding the work, hereby agrees to perform the work required by the project in accordance with the contract documents, within the time set forth in the Instructions to Proposers, and at the price stated therein. These prices are to cover all expenses incurred in performing the work required by the contract documents, of which this proposal is a part.

Proposer acknowledges receipt of the following addenda in the event subsequently issued.

Submitted by authorized representative:

Firm

FEI/SSN

Signature

Typed Name & Title

Address

City, State, Zip Code

Telephone

Fax Number

