

## REQUEST FOR PROPOSAL

### GARRARD COUNTY BOARD OF EDUCATION

322 W. Maple Avenue

Lancaster, KY 40444

#### **Project: Full-Service Elevator Maintenance Agreement**

The Garrard County Board of Education (Board of Education or Board) will receive sealed proposals for Project: Full-Service Elevator Maintenance Agreement. Specifications can be found on the last page. You are invited to submit a sealed proposal subject to the terms and conditions included herein. Please read the instructions and specifications carefully. Failure to comply with these instructions may disqualify your proposal.

Proposals shall be in a sealed envelope and clearly marked "**Project: Full-Service Elevator Maintenance Agreement**" in the lower left-hand corner. The vendor's return address shall appear in the upper left-hand corner. Proposals must be mailed or delivered to the following address:

Garrard County Board of Education  
Attn: Stacy Coffey, Finance Director  
322 W. Maple Avenue  
Lancaster, KY 40444

**Time of proposal opening:** Proposals must be received by **10:00 a.m., on May 19, 2022**, at which time (or as soon as the business of the Board permits) they shall be opened; however, an immediate decision will not be rendered.

All proposals must be received by the designated time stated in the Request for Proposal, and none will be considered thereafter. Failure to have the proposal in the District Office prior to the proposal opening will automatically prevent the reading of your proposal. We do not accept FAX proposals.

The Board of Education cannot assume the responsibility for any delay as a result of failure of the mail to deliver proposals on time.

The Board of Education reserves the right to accept any proposal, to reject any or all proposals, to waive any irregularities or informalities in proposals received where such acceptance, rejection or waiver is in its best interest. The Board of Education also reserves the right to reject any proposal where evidence or information submitted by the bidder does not provide satisfactory proof that the bidder is qualified to carry out the details of the contract.

## **GENERAL PROPOSAL INSTRUCTIONS AND CONDITIONS**

**(PLEASE READ CAREFULLY)**

### **A. ACCEPTANCE OF BIDS**

The Board of Education reserves the right to accept any proposal, to reject any or all proposals, to waive any irregularities or informalities in proposals received where such acceptance, rejection, or waiver is considered to be in its best interest. The Board of Education also reserves the right to reject any proposal where evidence or information submitted by the vendor does not provide satisfactory proof that the vendor is qualified to carry out the details of the contract.

### **B. PROPOSAL DOCUMENTS**

All "Proposal Forms" provided with this "Request for Proposal" must be submitted.

No proposal can be corrected, or altered, or signed after being opened. The Board shall not be responsible for errors or omissions on the part of vendors in making up their proposals. Any proposals received unsigned shall be rejected.

All prices and quotations must be in ink or typewritten. No pencil figures will be permitted. Mistakes are to be crossed out and corrections inserted adjacent thereto and initialed by the person signing the proposal. Corrections made with correction tape or fluid are to be initialed.

### **C. SPECIFICATIONS**

Specifications are attached and are a part of this proposal. All materials or services furnished must be in conformity with the specifications and will be subject to inspection and approval by the representatives of the Board of Education after delivery. The right is reserved to reject and return at the risk and expense of the supplier, any item that may be defective or fail to comply with these specifications.

It is important that each party submitting a proposal follow carefully the specifications detailed herewith. Only items meeting the requirements, subject to the Board's consideration of stated exceptions, are to be quoted on the regular proposal form.

The Board of Education reserves the right to waive compliance of any material or services with any particular specification where such waiver is considered to be in its best interest, including, but not limited to, cases where such waiver is necessary due to technical errors or inconsistencies in the preparation of such specifications.

### **D. MODEL PROCUREMENT REGULATIONS**

The Model Procurement Regulations adopted by the Board of Education shall be deemed incorporated by reference in these specifications as though fully quoted herein. In the event of any conflict between this request for proposal to be and the Model Procurement Regulations, the Regulations shall control.

### **E. PERFORMANCE BOND**

The Board of Education reserves the right to determine the ability of any vendor to perform the work, and any vendor shall, upon request, furnish such information as may be necessary to determine ability, including a performance bond, if requested.

### **F. EXCUSE FOR NON-PERFORMANCE**

The successful vendor shall be excused from performing hereunder during the time and to the extent that they are prevented from obtaining, delivering or performing in the customary way because of fire, strike, partial or total interruption of, loss or shortage of transportation facilities, lockout, commandeering of raw materials, products, plants or facilities by the government when satisfactory evidence thereof is presented to the other party, providing it is satisfactorily established that the non-performance is not due to the fault or negligence of the party not performing.

## **G. PENALTIES**

In case of default by the vendor, the Board of Education may procure the articles or services from other sources and may deduct from any unpaid balance due the vendor the amount of the excess cost so paid, and the price paid shall be considered the prevailing market price at the time such purchase is made.

## **H. TAXES**

The Federal Excise Tax and the Kentucky Sales and Use Tax are not to be imposed. The Board of Education will furnish the successful vendor with proper tax exemption certificates upon request.

## **I. NON-DISCRIMINATION**

During the performance of this Contract, the vendor agrees as follows:

- (1) The vendor shall not discriminate against any employee, applicant, or subcontractor because of age, color, creed, handicap condition, marital or parental status, national origin, race, sex, veteran status, or political opinion or affiliation. The vendor shall take affirmative action to ensure that applicants are employed without regard to their age, color, creed, handicap condition, marital or parental status, national origin, or political opinion or affiliation. Such action shall include, although is not limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The vendor agrees to post in conspicuous places notices setting forth the provisions of the Equal Opportunity clause.
- (2) The vendor shall in all solicitations and/or advertisements for employees placed by or on behalf of the vendor, state that all qualified applications shall receive consideration for employment without regard to age, color, creed, handicap condition, marital or parental status, national origin, race, sex, veteran status, or political opinion or affiliation.
- (3) The vendor shall cause any subcontractor engaged to perform any services required by this Contract to include this Equal Opportunity clause in all solicitations, advertisements and employment practices it shall perform.

## **J. CERTIFICATION REGARDING LOBBYING:**

The vendor will comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) and the New Restrictions on Lobbying and has signed and attached to this agreement the Certification Regarding Lobbying, and, if applicable, the Disclosure of Lobbying Activities (Forms SF-LLL) and will annually sign and submit a certificate, if applicable.

## **K. CERTIFICATION CONCERNING DISBARMENT AND SUSPENSION:**

The vendor understands that a contract award (see CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management, in accordance with the OMV guidelines at 2 CFR 200.213 that implement Executive Orders 12549 and 12689, "Disbarment and Suspension."

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows: The certification in this clause is a material representation of fact relied upon by the Board of Education. If it later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the Board of Education, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 CFR 200.213 while this offer is valid and throughout the period of any contract that may arise from this differ. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

## **L. TERMINATION OF CONTRACT**

**Procedure** – The contract may be canceled for cause by either party upon issuance of written notice. The Board of Education will terminate the contract if the successful vendor fails to perform at the level specified in the contract document, and the successful vendor may terminate the contract if the Board of Education fails to meet the specified payment terms. Each party shall follow the procedures outlined below, if a contract is to be terminated:

- (1) – Issue a warning letter outlining violations and the length of time (two weeks) to correct the problem.
- (2) – Issue a letter of Intent to Cancel Contract, if the problem is not resolved by the given date.
- (3) – Issue letter of Contract Cancellation.

**Labor Disputes** – In the event that the physical facilities of the vendor are destroyed or a labor dispute makes performance under the terms of this contract impossible, the vendor will not be held liable by the Board of Education. In the event of a labor dispute, which continues for more than ten (10) working days, the Board of Education may cancel the contract and the vendor will not be responsible for damages due to labor dispute. During the ten days, the Board of Education will discuss alternatives with the vendor.

**Performance Evaluation** – Vendor performance will be evaluated; unsatisfactory performance may result in removal from the eligible contractors' list.

**Inconvenience to the District** – After acceptance, the successful vendor will be liable for any damages or expenses, including attorney fees, incurred as a result of its violations or attempts by the participants to enforce this contract.

#### **O. K.O.S.H.A. STANDARDS AND HAZARD COMMUNICATION STANDARD 1910.2000**

If applicable, all materials and services must meet or exceed K.O.S.H.A. (Kentucky Occupational and Safety Health Act) standards, and must comply with Hazard Communication Standard 1910.2000 of the Occupational Safety and Health Administration.

#### **M. PROPOSALS**

Any proposals received after the scheduled time of opening will be returned unopened to the vendor.

No proposal can be corrected or altered or signed after being opened. The Board of Education shall not be responsible for errors or omissions on the part of the vendors in making up their proposals. Any proposals received unsigned shall be rejected.

All regular proposals must be submitted in accordance with specifications on the proposal form supplied with this request. The submission of a proposal on the proposal form certifies that the product meets any and all specifications, except as noted on such form.

#### **N. PRICES**

All prices quoted by the various vendors must be firm for a minimum period of sixty (60) days to allow acceptance by the Board of Education. If awarded the contract, the prices will then be firm.

All prices and quotations must be in ink or typewritten. No pencil figures will be permitted. Mistakes are to be crossed out and corrections inserted adjacent thereto and initialed by the person signing the proposal. Corrections made with correction tape or fluid are to be initialed.

Quote on each item separately. Prices must be stated in units specified herein.

Proposals that have clerical errors or irregularities are subject to correction only with concurrence with the Finance Director. Unit prices should be listed, extended, and totaled. Should errors exist in the extended price, the unit price will prevail.

#### **O. OR EQUAL CLAUSE**

Whenever, in any contract documents, an article, materials or equipment is described by use of a proprietary product or by using the name of a manufacturer or vendor, the term "or equal," if not inserted, is implied.

The use of a specific article or manufacturer's name shall be construed as indicating the type of equipment, design, general construction, quality and finish. Such use shall not be construed as limiting or excluding any manufacturer's product of comparable quality, design and efficiency.

## **SPECIAL CONDITIONS**

### **AWARDING OF CONTRACT(S):**

Contracts will be awarded to the vendor meeting all specifications and conditions, and subject to all other provisions of this request for proposal, on a total basis as deemed to be in the best interest of the Board of Education.

### **TECHNICAL SPECIFICATIONS:**

Technical specifications are attached for various items to indicate quality of merchandise requested and not to restrict proposals on equal or better quality items. Low prices will not be the only criterion for awarding proposals, as each item shall be subject to evaluation and/or usage test prior to the awarding of the proposals and for the duration of the contract on any item. Quality will be given prime consideration in awarding contracts.

### **REQUIREMENTS:**

Deliveries will be accepted as determined by the building principal or food service director. All deliveries must be made to the location indicated on proposal specs and signed for by a responsible board representative.

All invoices must show the date of delivery, name of location, and list of items delivered by item name.

**Return ALL attachments in this section**

<b>ATTACHMENT A:</b>	PROPOSAL RESPONSE- Vendor provided per terms outlined
<b>ATTACHMENT B:</b>	CERTIFICATION OF COMPLIANCE WITH SPECIFICATIONS
<b>ATTACHMENT C:</b>	CONFLICT OF INTEREST
<b>ATTACHMENT D:</b>	CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION
<b>ATTACHMENT E:</b>	NON-COLLUSION STATEMENT
<b>ATTACHMENT F:</b>	STATEMENT OF SUBMISSION
<b>ATTACHMENT G:</b>	ACCEPTANCE OF PROSAL AS CONTRACT

All attachments in this section must be returned including the vendor response form from the product specification packet



## FULL MAINTENANCE AGREEMENT

THIS AGREEMENT, made and entered into this 1ST day of June ,2022 , by and between  
GARRAD COUNTY SCHOOLS BOARD OF EDUCATION  
City of 322 WEST MAPLE AVENUE ,County of LANCASTER, KY 40444 , State of KY, hereinafter referred to as  
Owner, and DC ELEVATOR COMPANY, a Kentucky Corporation, referred to as Company:

Company will furnish complete maintenance on the elevator(s) listed below at the following location under the  
terms and conditions set forth herein.

BUILDING NAME & LOCATION GARRAD COUNTY SCHOOLS  
HIGH, MIDDLE, EDUCATION CENTER & LANCASTER ELEMENTARY

County of GARRAD

NO OF UNITS & TYPE	OEM AND LOCATION	CERTIFICATE NO.
ONE (1) PASSENGER HYDRAULIC	DC, HIGH SCHOOL	20185
ONE (1) PASSENGER HYDRAULIC	ABELL, MIDDLE SCHOOL	15850
ONE (1) PASSENGER HYDRAULIC	DOVER, EDUCATION CENTER	11386
ONE (1) PASSENGER HYDRAULIC	ESCO, LANCASTER ELEMENT	11905

### 1. COMPLETE MAINTENANCE:

Complete maintenance provides for and includes the following:

- (a) **Generally.** Company shall maintain all of the elevator equipment as hereinafter described, on the terms and conditions subsequently set forth, using trained men directly employed and supervised by the Company. These men will be qualified to keep the equipment properly adjusted and will use all reasonable care to maintain the elevators in safe and operating condition.
- (b) **Parts Maintained.** Company shall regularly and systematically examine, adjust, clean, lubricate; furnish lubricants and, when in our judgment conditions warrants, repair or replace the machine, motor, generator and controller parts, microcomputers, including worms, gears, thrusts bearings, brake magnet coils, brake shoes, brushes, windings, commutators, rotating elements, coils, contacts, resistors, magnet frames, selector cables, tapes, sheaves, mechanical components, lamps for push buttons, position indicators, car direction indicators, car counterweight, deflector, compensating and governor tension sheaves, car and counterweight buffers and limit switches, plungers, packing, pumping plants, tanks, above-ground piping, and operating valves.
- (c) **Guide Rails.** Company shall keep guide rails properly lubricated at all times. When necessary, Company shall replace car and/or counterweight guide shoes, guide shoe inserts and/or guide rollers to assure smooth, quiet operation.
- (d) **Safety Devices.** Company shall periodically examine all safety devices and governors for proper operation. Repair or replace, when conditions warrants, the governor and/or integral parts as needed. Repair or replace car safety mechanisms and load weighing devices.
- (e) **Wire Ropes and Conductor Cables.** Company shall examine, adjust tension, lubricate and/or renew all wire ropes as often as necessary to maintain an adequate factor of safety, and repair or replace conductor cables and hoistway and machine room wiring as often as necessary.
- (f) **Hall and Car Doors.** Company shall regularly examine, adjust, clean, lubricate, and when conditions warrants, repair or replace door operators, car and hall door hangers, rollers, contacts, interlocks, bottom door guides, and door protective devices.

## **2. EXCLUDED ITEMS:**

The following items of elevator equipment or services are not covered by this agreement. The cleaning, refinishing, repair or replacement of any component of the car enclosure, including but not limited to: wall panels, door panels, sills, car gates, ceiling frames or light diffusers, light fixtures, light bulbs, fans, handrails, flooring or sub-floor, cover plates for operations stations, **proprietary devices/components**, communications systems, phones, hoistway, hoistway doors and frames, sills, gates, mainline disconnect switches, mainline fuses, emergency power plant, emergency car light and all batteries including those for emergency lowering, smoke or heat sensors and related controls, and any underground wiring, piping and/or jack cylinder casing.

**Pre-existing Conditions:** Due to the condition of the following existing equipment, if repair or replacement becomes necessary, the Owner will reimburse the Company on a time and material basis to repair or replace these items:

## **3. SAFETY TESTS:**

Company shall perform all annual and five-year full-load safety tests in accordance with the latest ASME A17.1 Safety Codes for Elevators and Escalators adopted by the Kentucky Building Code. Company assumes no responsibility for injury to persons outside its own employees, nor for damage to property during the performance of such tests. Any other tests required or recommended by insurance companies, federal, municipal or other authorities shall not be covered by this agreement.

## **4. CONDITIONS OF AGREEMENT:**

The Parties hereto recognize that with the passage of time, equipment technology and designs will change. Company shall not be required to install new attachments or improve the equipment or operation from those conditions existing as of the effective date of this agreement. Company has the responsibility to make only those adjustments, repairs or replacements required under this agreement which are due to ordinary wear and tear and are disclosed to be reasonably necessary by our examination. Owner agrees to accept Company's judgment as to the means and methods to be used for any corrective work. Company shall not be required to make adjustments, repairs or replacements necessitated by any other cause including, but not limited to, **obsolescence**, accidents, vandalism, negligence or misuse of the equipment. If adjustments, repairs or replacements are required due to such causes, Owner agrees to pay Company as an extra to this agreement for such work at Company's regular billing rates. Additionally, Company shall not be liable for any claims in excess of the sums paid to Company under the terms of this contract. Company shall not be under any obligations to install new attachments on the elevator which may be recommended or required by insurance companies or by federal, state, municipal or other authorities. Owner shall provide wiring diagrams for the equipment covered by this agreement. No work, service or liability on the part of the Company, other than that specifically listed herein, is included or intended.

## **5. LIABILITY:**

Company assumes no liability for injuries or damage to persons or property except those directly due to Company's act of omissions. Owner's responsibility for injuries or damages to persons or property, while on or about the elevators referred to, is in no way affected by this agreement. Owner agrees to report to Company immediately any conditions of which the Owner may have become aware that may affect the conditions of the elevator equipment. Company shall not be liable for any loss, damage, or delay caused by strikes, lockouts, fire, explosions, thefts, floods, riots, civil commotion, way, malicious mischief, act of God, any other cause beyond the reasonable control of the Company, or in the event, for direct, incidental or consequential damages.

## **6. HOURS OF WORK:**

The charge herein named contemplates the work to be done during the regular hours of Company's regular working days. If overtime becomes necessary, the Company() or the Owner(X) will pay the overtime labor rate. If 24 hour call-backs are not included, but later requested by Owner, Company will absorb the regular time portion and Owner will be charged for the overtime portion only, at Company's current hourly billing rate.

## **7. PURCHASER'S RESPONSIBILITIES:**

Possession or control of the equipment shall remain exclusively that of the Owner, lessee, possessor or custodian. Purchaser's responsibility includes, but is not limited to, instructing or warning passengers in the proper use of the equipment, taking the equipment out of service when it becomes unsafe or operates in a manner that might cause injury to a user, promptly reporting to Company any accidents or any conditions which may need attention and maintaining surveillance of the equipment for such purposes. Purchaser will provide Company unrestricted access to the equipment, and a safe workplace for Company employees. Purchaser will keep the pits and machine rooms clear and free of water and trash and not permit them to be used for storage. Purchaser agrees to not permit others to make changes, adjustments, additions, repairs or replacements to the equipment.





**8. PERIOD OF SERVICE:**

The service will be furnished for a period of one(1) year from the 1st day of July, 2022, and thereafter this Agreement will automatically renew itself for additional one(1) year terms unless terminated by thirty (30) days notice prior to each anniversary date, given in writing, by either of the parties hereto. All notices shall be sent by certified mail to the address set forward for the respective parties. Further, Owner agrees to notify Company in writing at least 60 days prior to any change in ownership or management of the building in which elevators are located.

**9. COMPENSATION:**

The price of this service as hereinabove described is five hundred dollars and no/100 cents DOLLARS (\$500.00) per month, plus the reasonable cost of any renewals or repairs for which the Company is not liable under this Agreement, payable on or before the 15th of each month upon presentation of invoice. This charge is subject to reconsideration and adjustment at the end of each twelve (12) month period during which this Agreement is in force, any such adjustment to be based on the prevailing labor cost and materials at that time.

This agreement will evidence our entire understanding with respect to the herein described elevators and any modification thereof will require the written consent of both parties. Owner agrees to services covered under this agreement and accepts our judgment as to the means and methods used to perform these services.

IN WITNESS WHEREOF, the parties hereunto have subscribed their names to an original and one copy to have the full force and effect of an original this the day and year first above written.

PRESENTED BY: STEVEN SCHMIDT FOR DC ELEVATOR COMPANY

ACCEPTED THIS 1st DAY OF July, 2022,

FOR: GARRAD COUNTY SCHOOLS BOARD OF EDUCATION BY: \_\_\_\_\_  
Purchaser's(Company)Full Legal Name Signature of Purchaser and Title

ACCEPTED FOR DC ELEVATOR COMPANY, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

BY: \_\_\_\_\_

\* services outside agreement - \$219.00 per hour.

**ATTACHMENT B:**

**CERTIFICATION OF COMPLIANCE WITH SPECIFICATIONS**

**Project: Full-Service Elevator Maintenance Agreement**

To: Stacy Coffey, Director of Finance  
Garrard County Board of Education  
322 W. Maple Avenue  
Lancaster, KY 40444

In compliance with the REQUEST FOR PROPOSAL, and subject to all the conditions thereof, the undersigned hereby certifies that all items and/or services included in this proposal shall be in **compliance with all requirements and technical specifications** included in this proposal, except as noted below:

**Exceptions:**

Name of Company/Individual DC ELEVATOR COMPANY

Address 709 MILES POINT WAY

LEXINGTON, KY 40510

Authorized Signature Steven Schmidt

Please Print or Type Name Steven Schmidt

Official Title Business Development Manager Date 5/18/2022

Telephone # 859-254-8224 Fax # 859-231-8740

Email Address steven.schmidt@dcelevator.com

**ATTACHMENT C:**

**CONFLICT OF INTEREST**

It shall be a breach of ethical standards for any employee with procurement authority to participate directly in any proceeding or application; request for ruling or other determination; claim or controversy; or other particular matter pertaining to any contract or subcontract; and any solicitation or proposal therefore, in which to his/her knowledge:

- (A) He/she, or any member of his/her immediate family, has a financial interest herein; or
- (B) A business or organization in which he/she or any member of his/her immediate family has a financial interest as an officer, director, trustee, partner, or employee is a party; or
- (C) Any other person, business, or organization with whom he/she or any member of his/her immediate family is negotiating or has an arrangement concerning prospective employment is a party. Direct or indirect participation shall include, but is not limited to, involvement through decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing or in any other advisory capacity.

It is a violation of Kentucky law for any Board member or employee with procurement authority, or a member of his/her immediate family, to have a pecuniary interest either directly or indirectly in an amount exceeding \$25.00 per year in any purchase of goods or services by the Board of Education or any school thereof. Violation of this provision subjects the Board member or employee to forfeiture of his/her position and/or employment with the school system.

**I hereby certify that no member of my immediate family is an employee with procurement authority or Board member of the Garrard County Board of Education.**

**DC ELEVATOR COMPANY**

Name of Company

*Steven Schmidt*

Authorized Signature

5/18/2022

Date

References: KRS 156.480, OAG 80-32, Model Procurement Code 45A.455

**Note: This certificate must be signed and attached to the proposal form in order for your proposal to be qualified.**

**ATTACHMENT D**

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND  
VOLUNTARY EXCLUSION**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

(1) The prospective lower tier participant certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation on this document.

**DC ELEVATOR COMPANY**

Company Name

FULL-SERVICE ELEVATOR MAINTENANCE

Proposal Reference

Steven Schmidt / Business Development Manager

Name and Title of Authorized Representative

*Steven Schmidt*

Signature

**5/18/2022**

Date

## ATTACHMENT E

### NON-COLLUSION STATEMENT

I state that I am Steven Schmidt, Business Development Manager Of DC ELEVATOR COMPANY  
(Title) (Name of Firm)

and that I am authorized to make this statement on behalf of my firm, and its owners, directors and officers. I am the person responsible in my firm for the price(s) and the amount of this bid. I state that:

- (1) The price(s) and amount of this bid have been arrived at independently and without consultation, communication or agreement with any other contractor, bidder or potential bidder.
- (2) Neither the price(s) nor the amount of this bid, and neither the approximate price(s) nor approximate amount of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before bid opening.
- (3) No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.
- (4) The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary bid or other noncompetitive bid.
- (5) My firm, its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

I state that my firm understands and acknowledges that the above representations are material and important and will be relied on by the schools in awarding the contract(s) for which this bid is submitted. I understand, and my firm understands that any misstatement is and shall be treated as fraudulent in concealment from the schools of the true facts relating to the submission of bids for this contract.

Steven Schmidt  
{Signature}  
Business Development Manager  
{Title}

ATTACHMENT F

STATEMENT OF SUBMISSION

We have read all the conditions and requirements of the request for proposal. In compliance with all general and specific terms and conditions of the RFP, in consideration of the detailed description attached hereto, and subject to the statements of Authentication, Non-Collusion, and Non-Conflict of Interest thereof, the undersigned agrees that, upon proper acceptance by the Garrard County Board of Education of any part of the bid offer within the time stipulated, a contract shall thereby be created in accordance with the specifications for that part of the offer accepted.

DC ELEVATOR COMPANY

Bidding Firm

STEVEN SCHMIDT

Contact Name

709 MILES POINT WAY

Address

steven.schmidt@dcelevator.com

Contact E-mail

Lexington, KY 40510

City, State, Zip

859-254-8224

Phone #

Steven Schmidt

Printed name of Authorized Signatory

*Steven Schmidt*

Signature

5 / 18 / 2022  
Date

ATTACHMENT G

ACCEPTANCE OF PROPOSAL AS CONTRACT

I Steven Schmidt, understand that if my proposal is accepted and approved, this document represents a contract to accept the proposal as submitted.

Steven Schmidt

Printed name of Authorized Signatory

Steven Schmidt

Signature

5 / 18 / 2022  
Date

\_\_\_\_\_  
Board Chairman  
Garrard County Board of Education

/ /   
Date

The Garrard County Board of Education is seeking proposals from qualified vendors for a full-service elevator maintenance agreement to cover four (4) elevators.

Elevator locations are...

Garrard Co High School (1), Garrard Co Middle School (1), Garrard Co Education Center (1), and Lancaster Elementary (1).

In addition, we request an hourly rate for any service work outside of the maintenance agreement. This includes any miscellaneous costs/fees, vehicle fees, and or mileage charges.

All non-maintenance items need to be approved and have a PO issued before any work is performed.

It is expected that the above work will be performed during normal daytime working hours of, 7:00 am to 4:00 pm Monday through Friday, excluding holidays.

This is an annual agreement no auto rollover or renews.

Any questions or requests for onsite visits can be answered by contacting Brad Abee at (859) 792-3018.

Full Service Elevator Maintenance to Cover Four Elevators: \$500.00 per month

This includes "monthly on-site" preventative maintenance visits.

Hourly Rates "normal business hours" for any service work outside agreement: \$219.00 per hour