



## **IFB ADDENDUM #1**

To: All Bidders

From: Rita V. Brousseau, Chief Procurement Officer

Date: March 2, 2023

Re: IFB 2023-3 On-Call Elevator Services

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This Addendum modifies and forms a part of the Bid Set documents dated March 1, 2023.

This Addendum consists of the following: 32 Pages.

Where any items called for in the bid documents are supplemented here, the supplemental requirements shall be considered as added thereto. Where any original item is amended, voided, or superseded here, the other provisions of such items not specifically amended, voided, or superseded shall remain in effect.

THE NUMBER OF THIS ADDENDUM MUST BE ENTERED IN THE APPROPRIATE SPACE PROVIDED ON "GENERAL BID FORM."

**ADD: The attached technical bid specifications were mistakenly left out of the bid document. The following pages should be inserted after Page 16 of the IFB.**

END OF ADDENDUM

## INTRODUCTION

### Political Subdivision Status

The Lowell Housing Authority (the "LHA") is an autonomous, public housing authority created in 1937 as a public body politic and corporate with the City of Lowell and a political subdivision of the Commonwealth of Massachusetts. Enabling legislation is Massachusetts General Laws, chapter 121B, *et seq.* The LHA is governed by a five-member appointed Board of Commissioners, which is the LHA awarding authority.

### Housing Units

The LHA owns and/or manages 3,147 units of housing comprising of: (a) 1,625 units in federal family and elderly/disabled housing developments. The HUD-aided properties are managed under an Asset Management Project model ("AMP"). The LHA has four (4) AMPs and the state-aided portfolio. (b) 148 units in state housing developments, 42 units in HUD Multi-family new construction/substantial rehabilitation development and (c) 1,384 U.S. HUD Section 8 Housing Choice Vouchers. Images of the LHA housing units may be viewed on the website: [www.LHMA.org](http://www.LHMA.org).

### Staff

The LHA currently employs approximately 93 full and part-time employees, including its central administration/management, property managers for each of the five property development areas, and facilities/maintenance staff.

### Funding

The LHA receives both federal and state grants that supplement its operational expenditures and support capital improvements. Annual operational spend is approximately \$44M with state and federal capital expenditures of approximately \$4M.

## IFB INFORMATION AT A GLANCE:

Agency Contact Person:	Rita V. Brousseau, Chief Procurement Officer Tel: 978-364-5341 E-Mail: <a href="mailto:rbrousseau@lhma.org">rbrousseau@lhma.org</a> 350 Moody St, PO Box 60, Lowell, MA 01854 TDD/TTY: 1-800-545-1833 x178
How to Obtain IFB Documents:	<a href="http://www.lhma.org/bids">www.lhma.org/bids</a>
IFB Issue Date:	March 1, 2023
Pre-Proposal Conference (Optional):	<b>NONE</b>
Deadline for Written Questions:	March 23, 2023 by 3:00 PM
How to Fully Respond to this IFB:	As instructed in Bid Conditions & Instructions section of the IFB document.
Proposal Submission Date and Time:	March 31, 2023 at 11:00 AM
Anticipated LHA Board Approval:	April 12, 2023

\*Regularly scheduled LHA Board Meetings are held at the Armand P. Mercier Community Center Board Room, 21 Salem St, Lowell, MA on the second Wednesday of every month at 5:00 P.M.

## 1.0 GENERAL INFORMATION

### 1.1 LHA RESERVATIONS OF RIGHTS

**Informal or Ex parte Communications.** No verbal or written information which is obtained other than through this IFB or its addenda shall be binding by the LHA. With the exception of written instructions and information from the

On-Call Elevator Services  
IFB 2023-3

Chief Procurement Officer (CPO) or designee, no employee of the LHA is authorized to interpret any portion of this IFB or give information as to the requirements of the IFB in addition to that contained in or amended to this written IFB document. Applicant must not make inquiry or communicate with any other LHA staff member or official (including members of the Board of Commissioners) pertaining to this IFB. Failure to submit by this requirement may be cause for the LHA to not consider an application submittal received from any Applicant who has not submitted by this directive.

**Rejection & Waivers.** The LHA reserves the right to reject any or all bids, waive technicalities and informalities in the solicitation process, or to terminate and cancel the solicitation process at any time, if deemed by the LHA to be in its best interests. The LHA reserves the right to reject and not consider any bids that does not conform to or meet the solicitation requirements in whole or in part, including but not limited to incomplete bids, non-specified items and/or non-requested services.

**No Award.** The LHA reserves the right not to award a purchase order agreement or contract pursuant to this solicitation.

**Awards.** The LHA shall make awards in its best interest and as required by applicable law, regulation or policy, and to correct any award erroneously made as a result of a clerical error on the part of the LHA.

**Termination.** The LHA reserves the right to terminate a contract awarded pursuant to this solicitation at any time for its convenience upon written notice to each contractor.

**Performance.** The LHA reserves the right to determine the days, hours and locations that the successful bidder(s) shall provide services called for in this solicitation.

**Retention.** The LHA reserves the right to retain all bids submitted and not permit withdrawal for a period of up 60 days subsequent to the deadline for receiving bids without the written consent of the LHA Contracting Officer.

**No Compensation.** The LHA will not compensate any potential supplier or vendor for any costs incurred in responding to this solicitation.

**Participation.** The LHA shall reserve the right to at any time during the solicitation or contract process to prohibit any further participation by a prospective contractor or reject any bids submitted that does not conform to any of the requirements detailed herein.

**Compliance.** By receipt of this solicitation each prospective bidder thereby agrees to abide by all terms and conditions listed within this document and with all attachments, and further agrees that he/she will inform the Chief Procurement Officer in writing within five-days of the discovery of any item listed herein or of any item that is issued thereafter by the LHA that he/she feels needs to be addressed. Failure to abide by this time

frame shall relieve the LHA, but not the prospective bidder of any responsibility pertaining to such issue.

**Good Faith.** By submitting its bid, the bidder's representative certifies under penalties of perjury that this application, the bid has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

**Taxes.** Pursuant to M.G.L. Chapter 62C, §49A, the prospective contractor's representative hereby certifies, under the penalties of perjury, that, to the best of his/her knowledge and belief, he/she is in compliance with all the laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

**Indemnification.** Each bidder, at its own expense and without exception, shall indemnify, defend and pay all damages, costs, expenses including attorney fees and otherwise hold harmless the LHA, and agents from any liability of any nature or kind in regard to the delivery of services.

**Intellectual Property.** All bids, responses, inquiries and correspondence relating to or in reference to this IFB, and all reports, concepts, data, information, charts, and other documentation submitted shall inure for use by and become the property of the LHA when received. If copyrighted material is submitted, the LHA will presume that the bidder grants limited release to the LHA in order to make scan or copy and distribute documents as necessary for official purposes and for public record requests.

**No Conflicts.** The bidder covenants, that (1) presently, there is no financial interest and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement or which would violate M.G.L. c.268A, as amended; (2) in the performance of this Contract, no person having any such interest shall be employed by the Contractor or engaged as a subcontractor by the contractor; and (3) no partner or employee of the firm is related by blood or marriage to any Board Member or employee of the Awarding Authority. See:

<https://malegislature.gov/Laws/GeneralLaws/PartIV/TitleI/Chapter268A>

**HUD Table 5.1 Mandatory Contract Terms for Small Purchases other than Construction** is incorporated in this IFB, see Attachment A and also applies to subcontractors.

**Contract Terms Incorporated Into IFB.** The attached Standard Goods and Services Agreement clauses are incorporated into this IFB as part of its terms and condition requirements as well as the anticipated award and all activity there under unless otherwise amended.

## **1.2 PUBLIC INFORMATION, PROTECTION OF PERSONAL DATA**

- 1.2.1.** All responses, bids, related documentation and information submitted in response to this IFB are subject to the Massachusetts Freedom of Information Law, M.G.L. c.66 §10, and to M.G.L c.4 §7(26), regarding public access to such documents. Any statement submitted by the respondent that purport to reserve any confidentiality or privacy rights in submitted responses or that are otherwise inconsistent with these statutes will be void and disregarded.
- 1.2.2.** By submitting its response to the LHA, the Bidder agrees that the LHA shall not be liable under any circumstances for the subsequent disclosure of any materials submitted to it by Bidder pursuant to this IFB and/or in connection with any contract entered into between Bidder and the LHA as a result of the IFB process.
- 1.2.3.** Further, any selected Bidder must recognize that in the performance of the LHA Standards Goods and Services Agreement and any Work Orders issued thereto, it may become a holder of personal data (as defined in M.G.L. c.66A) or other information deemed confidential. Bidder shall comply with the laws and regulations relating to confidentiality and privacy, including any rules or regulations of the LHA.

## **2.0 BID CONDITIONS & INSTRUCTIONS**

- 2.1 Bid Submittal:** All pricing must be entered where provided within the IFB and all "hard copy" bids must be submitted and time-stamped received in the designated HA office by no later than the submittal deadline stated herein (or within any ensuing addendum). Bidder shall submit one hard copy of their bid in a sealed envelope and properly labeled as follows:

**Lowell Housing Authority  
Department of Finance and Procurement  
350 Moody Street  
Lowell, MA 01854  
"On-Call Elevator Services, Bids Due: 03/31/23 @ 11:00 AM"**  
Late bids will not be considered.

The package exterior must clearly denote the above noted IFB number and must have the bidder's name, return address and telephone number.

- 2.2 Submission Conditions:** DO NOT FOLD OR MAKE ANY ADDITIONAL MARKS, NOTATIONS OR REQUIREMENTS ON THE DOCUMENTS TO BE SUBMITTED! Bidders are not allowed to change any requirements or forms contained herein, either by making or entering onto these documents or the documents submitted any revisions or additions; and if any such additional marks, notations or requirements are entered on any of the documents that are submitted to the HA by the bidder, such may invalidate that bid. If, after reviewing such a bid, the HA decides that any such entry has not changed the intent of the bid that the HA intended to receive, the HA may accept the bid and the bid shall be considered by the HA as if those additional marks, notations or requirements were not entered on such.
- 2.3 Download from Website or Direct Email IFB Request:** By accessing the noted website [www.lhma.org/bids](http://www.lhma.org/bids) registering and downloading these

documents, or requesting the IFB directly, each prospective bidder that does so is thereby agreeing to confirm all notices that the HA delivers to him/her as instructed, and by submitting a bid, the bidder is thereby agreeing to abide by all terms and conditions published herein and by addendum pertaining to this IFB.

- 2.4 Submission Responsibilities:** It shall be the responsibility of each bidder to be aware of and to abide by all dates, times, conditions, requirements and specifications set forth within all applicable documents issued by the HA, including the IFB document, the documents listed within the following Sections 2.5 & 2.6, and any addenda and required attachments submitted by the bidder. By virtue of completing, signing and submitting the completed documents, the bidder is stating his/her agreement to comply with all conditions and requirements set forth within those documents. Written notice from the bidder not authorized in writing by the CPO to exclude any of the HA requirements contained within the documents may cause that bidder to not be considered for award.
- 2.5 Required with bids:** MA DCAMM Form Certificate of Eligibility for Elevator Contractor or Sub-Contractor, Current MA DCAMM Financial Update Statement.
- 2.6 5% Bid Deposit:** Bid deposits shall be:
- At least five percent (5%) of the greatest possible bid amount, considering all options (alternates);
  - Made payable to the "Lowell Housing Authority"
  - In the form of cash, certified check, treasurer's or cashier's check issued by a responsible bank or trust company, a bid bond issued by a surety company licensed to do business in the Commonwealth of Massachusetts; and shall be conditioned upon faithful performance by the principal of the agreements contained in the bid.

Bid bonds of the three (3) lowest responsible and eligible Bidders shall be retained until the execution and delivery of the Owner/Contractor Agreement.

- 2.7 Bidder's Responsibilities—Contact With the HA:** It is the responsibility of the bidder to address all communication and correspondence pertaining to this IFB process to the CPO only. **Bidders must not make inquiry or communicate with any other HA staff member or official (including members of the Board of Commissioners) pertaining to this IFB.** Failure to abide by this requirement may be cause for the HA to not consider a bid submittal received from any bidder who may has not abided by this directive.

**2.7.1 Addenda:** All questions and requests for information must be addressed in writing to the CPO. The CPO will respond to all such inquiries in writing by addendum to all prospective bidders (i.e. firms or individuals that have obtained the IFB Documents). During the IFB solicitation process, the CPO will NOT conduct any *ex parte* (a substantive conversation— "substantive" meaning, when decisions pertaining to the IFB are made—between the HA and a prospective bidder when other prospective bidders are not present) conversations that may give one prospective bidder an advantage over other prospective bidders. This does not mean that prospective bidders may not call the CPO—it simply means that, other than making replies to direct the prospective bidder

where his/her answer has already been issued within the solicitation documents, the CPO may not respond to the prospective bidder's inquiries but will direct him/her to submit such inquiry in writing so that the CPO may more fairly respond to all prospective bidders in writing by addendum.

**2.8 Time for Award** - The Chief Procurement Officer, after a recommendation from the initiating department head shall review and award. An award of contract will be made within thirty (30) days after the bid submission date or as soon as practicable thereafter. The time for award may be extended for up to thirty (30) days by mutual agreement.

**2.9 Firm Bid** - All bids received by Lowell Housing Authority in response to this IFB shall be considered "firm" and may only be withdrawn as provided by M.G.L. c.149. A proposer may correct, modify or withdraw a bid by sealed written notice clearly marked as a correction, modification or withdrawal and received in the Office of the Chief Procurement Officer prior to the time and date set forth for bid submission.

**2.10 Evaluation of Bids**

**2.10.1** Bids will be evaluated in good faith and bidders are expected to bid in good faith on a rate that will be charged to the HA in order to make the necessary repairs. An eligible bidder is a bidder who has submitted a bid that conforms in all respects to the invitation for bids. A responsible bidder is a bidder who has the capability to perform fully the contract requirements and the integrity and reliability that assure good faith performance.

All bids submitted in response to this IFB will be evaluated in accordance with the provisions established under Massachusetts General Law Chapter 149. Bidders will be required to adhere to the guidelines established under this statute.

**2.10.2 Public Opening:** At the set date and time, all bids received will be opened and publicly read aloud by the CPO, including the company name of the bidder and the total calculated costs proposed. At the bid opening the HA will only disclose the following information: (a) The company name of each bidder; (b) the calculated total amount bid; and (c) the identity of the apparent lowest bidder. A copy of the bid tabulation or recap recorded will be made available to each member of the public attending such opening and to anyone who requests such afterwards. The bids may be viewed but not handled at this time; the HA will, after the public bid opening is closed, review all bids in detail and will, in a timely manner (within 10 days or sooner if time is of the essence), notify all bidders by posting on the lhma.org website that any bidder as a result of the more detailed inspection of bids submitted, ruled to be non-responsive or not-responsible (please remember, as detailed within Section 8(d) of form HUD-5369 and Section 7(b)(3) of form HUD-5369-B, the HA reserves the right to, as determined by the HA, "waive informalities and minor irregularities" in the offers received (or "minor informalities" as defined by M.G.L. Ch. 30B, §2, or pursuant to M.G.L. c.149, §44E). Bids will be available for inspection by the public after the award has been completed.

**2.10.2.1 Ties:** In the case of bids, the award shall be decided as detailed within Section 6.12.C of HUD Procurement Handbook 7460.8 REV 2, by "drawing lots" or coin toss, in front of at least one witness.

**2.10.3 Responsive Evaluation:** After the public opening the "hard copy" bid submittals received will be evaluated in private for responsiveness (i.e. meets the minimum of the requirements). Firms not meeting the minimum that are deemed to be non-responsive will be notified of such in writing by the HA in a timely manner (in any case, in no less than 10 days after such determination is made).

**2.10.4 Responsible Evaluation:** The HA will evaluate the apparent lowest responsive bidder to ensure that he/she is responsible (i.e. both HUD regulatory and Massachusetts statutory standards, including that a firm that is certified, qualified, responsible and able to provide to the HA the required services). If the HA ascertains that such firm has the required ability, capability, experience, knowledge, licensing, insurance and resources to provide the required services, the HA may proceed with award. If the HA determines that such firm is deemed to be not responsible, such firm will be notified of such in writing by the HA in a timely manner (in any case, in no less than 5 days after such determination is made); in such case the HA may proceed with the noted Responsive and Responsible Evaluations with the next lowest, eligible bidder.

**2.10.4.1** The HA shall take such contract award recommendation to the HA Board of Commissioners (BOC) for approval of the award prior to executing a contract with the apparent successful bidder.

**2.10.5 Restrictions/Interests:** Any and all persons having ownership or financial interest in a bidder entity or familial (including in-laws) and/or employment relationships (past or current) with principals and/or employees, or another organizational business interest of a bidder entity will be excluded from participation in the evaluation of the bid. See also M.G.L. Ch. 268A, and Sample Agreement, §§7.8-7.9.

**2.11 Use of Trade Names** - The use of a proprietary or trade name in any description of equipment, materials or supplies in this IFB is not intended to restrict this IFB to the manufacturer or proprietor; instead, it is intended only to describe, by convenient reference to familiar products, the features or characteristics required by the Housing Authority of Lowell. Further, the use of any trademark in any description of equipment, materials or supplies does not constitute any endorsement of the product by the Housing Authority.

Any item that is the equivalent, in style, quality dimensions and color, to the brand specified will be acceptable to the Housing Authority. Items not marked on the cost bid form, as being equivalent shall be evaluated as being the item specified and be ordered as such, if an award is made. The Housing Authority will be the sole judge as to the fitness of any equivalent item for the purpose intended in this bid.



**2.12 Withdrawal of Bid** - After the bid submission deadline, a bidder may not change any provision of the bid in a manner prejudicial to the interests of the Housing Authority or fair competition. Minor informalities will be waived, or the proposer will be allowed to correct them. If a mistake and the intended bid are clearly evident on the face of the bid document, the mistake will be corrected to reflect the intended correct bid and the proposer will be notified in writing; the proposer may not withdraw the bid. A proposer may withdraw a bid if a mistake is clearly evident on the face of the bid document, but the intended correct bid is not similarly evident.

Once a bid is submitted and received by the HA for final consideration and comparison with other bids similarly submitted, the Bidder agrees that he/she may not and will not withdraw his/her bid within thirty (30) consecutive days after the actual date of opening bids.

**2.13 References** - Bidders shall provide the Housing Authority with a list of three ongoing service & repair contracts with customers in similar size and scope that include contact names and telephone numbers.

**2.14 Contract Period** - A one-year contract shall be awarded pursuant to M.G.L. Chapter 149 to the responsible and eligible bidder offering the lowest total bid price. The HA reserves at its sole option to renew this contract for two additional consecutive one-year contract periods.

**2.14.2 Award** shall mean both the determination and selection of the lowest, responsible and eligible bidder, by LHA board vote. **Lowest responsible and eligible bidder** shall mean the General Bidder whose bid is the lowest of those Bidders demonstrably possessing the skill, ability, and integrity necessary for the faithful performance of the work, and who meets the requirements for Bidders set forth in M.G.L. c.149 §§44A-J and not debarred from bidding under M.G.L. c.149, §44C (or by a federal agency) and who shall certify that they are able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work, and that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee begins work.

The LHA will award the contract to the lowest responsible and eligible bidder within thirty days, Saturdays, Sundays, and legal holidays excluded, after the opening of bids in accordance with M.G.L. c.149, §44A. The LHA reserves the right to waive matters of non-substance, minor informalities in, or to reject any or all Bids if it is in the Housing Authority's best interest and in compliance with law to do so.

**2.14.3 Contract Award Procedure:** If a contract is awarded pursuant to this IFB, the following detailed procedures will be followed:

**2.14.3.1** By completing, executing and submitting the Form of Bid, Attachment A, the bidder is thereby agreeing to "abide by all terms and conditions pertaining to this IFB as issued by the HA, either in hard copy or on the noted Internet System,

including an agreement to execute the attached Sample Agreement form. Accordingly, the HA has no responsibility to conduct after the submittal deadline any negotiations pertaining to the contract clauses already published; and in any case the HA has no power or authority to negotiate any clauses contained within any attached HUD documents.

**2.15 Contract Conditions:** The following provisions are considered mandatory conditions of any contract award made by the HA pursuant to this IFB:

**2.15.2 Contract Form:** The HA will not execute a contract on the successful bidder's form--contracts will only be executed on the HA form (please see the Sample Contract. By submitting a bid, the successful bidder agrees to all requirements. Please note, the HA reserves the right to amend its Agreement form if the HA deems necessary. However, the HA will during the IFB process consider any non-statutory contract clauses that the bidder wishes to include therein and submits in writing. The failure of the HA to include such clauses shall not give the bidder the right to refuse to execute the HA's contract form. It is the responsibility of each prospective bidder to notify the HA, in writing, prior to submitting a bid, of any contract clause that he/she is not willing to include in the final executed contract. The HA will consider and respond to such written correspondence. If the prospective bidder is not willing to abide by the HA's response (decision), then its bid may be deemed non-responsive if conditioned in any way.

**2.15.2.1** Please note that the HA has no legal right or ability to (and will not) at any time negotiate any clauses contained within ANY of the HUD forms included as a part of this IFB.

**2.16 Assignment of Personnel:** The HA shall retain the right to demand and receive a change in personnel assigned to the work if the HA believes that such change is in the best interest of the HA and the completion of the contracted work.

**2.17 Unauthorized Sub-Contracting Prohibited:** The successful bidder shall not assign any right, nor delegate any duty for the work proposed pursuant to this IFB (including, but not limited to, selling or transferring the contract) without the prior written consent of the CPO. Any purported assignment of interest or delegation of duty, without the prior written consent of the CPO shall be void and may result in the cancellation of the contract with the HA or may result in the full or partial forfeiture of funds paid to the successful bidder as a result of the proposed contract as determined by the CPO.

**2.18 Bond, Licensing and Insurance Requirements:** Prior to award (but not as a part of the bid submission) the *successful bidder* will be required to provide:

**2.18.2A** 100% performance bond for each year, for the value of the contract price (M.G.L. ch. 149, §44E) issued by a surety company licensed to do business in the Commonwealth of Massachusetts to be renewed upon each anniversary if option the extend contract is applied by the HA.

**2.18.3A** 100% labor & materials or payment bond for each-year each in the sum of the contract price, issued by a surety company licensed to do

business in the Commonwealth of Massachusetts to be renewed upon each anniversary if the option the extend contract is applied by the HA.

- 2.18.4** An original certificate evidencing the bidder's current industrial (worker's compensation) insurance carrier and coverage amount;
  - 2.18.5** An original certificate evidencing General Liability coverage, naming the HA as an additional insured, together with the appropriate endorsement to said policy reflecting the addition of the HA as an additional insured under said policy (minimum of \$1,000,000 each occurrence, general aggregate minimum limit of \$5,000,000, together with damage to premises and fire damage of \$50,000 and medical expenses any one person of \$5,000), with a deductible of not greater than \$1,000;
  - 2.18.6** An original certificate showing the bidder's professional liability and/or "errors and omissions" coverage (minimum of \$1,000,000 each occurrence, general aggregate minimum limit of \$5,000,000), with a deductible of not greater than \$1,000;
  - 2.18.7** An original certificate showing the bidder's automobile insurance coverage in a combined single limit of \$1,000,000. For every vehicle utilized during the term of this program, when not owned by the entity, each vehicle must have evidence of automobile insurance coverage with limits of no less than \$50,000/\$100,000 and medical pay of \$5,000.
  - 2.18.8** If applicable; a copy of the bidder's business license allowing that entity to provide these such services within the Commonwealth of Massachusetts and City of Lowell if appropriate. City of Lowell business certificate link: <http://bit.ly/I2uoVA>;
  - 2.18.9** If applicable, a copy of the bidder's license issued by the Commonwealth of Massachusetts licensing authority allowing the bidder to provide the services detailed herein.
  - 2.18.10** The requested related information shall also be entered where provided for on the Profile of Firm Form.
- 2.19 Contract Service Standards:** All work performed pursuant to this IFB must confirm and comply with all applicable local, state and federal codes, statutes, laws and regulations.
- 2.20 Bid Pricing Calculations:** Wherever a mathematical error is clearly evident, the Unit Price listed shall not be changed and will be factored with the estimated quantities listed to arrive at the extended price. A NO BID shall be placed in the field where a Contractor wishes not to submit a price or bid on that item.
- 2.21 Contract Renewal** - The HA expects to award a contract for a period of one-year, with two additional one-year additional terms at its sole discretion.
- 2.22 Rejection of Bids** - The Housing Authority reserves the right to cancel this IFB or reject in whole or in part any and all bids, if the Housing Authority determines that cancellation or rejection serves the best interests of the Housing Authority.
- 2.23 Conditional Bids** - Bids which are incomplete, conditional, not properly endorsed, or signed, or which are otherwise contrary to these instructions may be rejected.
- 2.24 Annual Appropriation** - The contract award is subject to an appropriation by the Housing Authority Board for the fiscal year in which the contract is executed and for any subsequent fiscal year during the contract term.

**2.25 Change Orders** - A change order may be issued by the Lowell Housing Authority for changes in the Work within the scope of the Contract, including but not limited to, changes in: (1) the Plans and Specifications; (2) the method or manner of performance of the Work; (3) the Lowell Housing Authority-furnished facilities, equipment, materials, services, or Site; or (4) the schedule for performance of the Work. The Contractor shall immediately perform any change order work that is ordered in writing by the HA.

**The HA is not obligated to pay for change orders that are not approved in writing by the HA's authorized signatory.**

**2.26 Notices; permits:** The contractor shall give all notices, take out all permits and licenses (at contractor's expense), obtain and post yearly certificates of inspection, pay all charges and other rates therefore, relative to the work in accordance with the requirements of law and of all public authorities and to the satisfaction of the HA Contract Manager.  
 **Contractors are required to pull permits at their cost for applicable work in the City of Lowell.**

**2.27 Conflict of Interest** - It is prohibited for any bid to be submitted that would constitute a violation of the conflict-of-interest statute, M.G.L. chapter 268A.

**2.28 IFB** - This Invitation for Bid (IFB), with all of its terms and conditions, will be part of the contract.

### **3.0 SCOPE OF WORK**

The HA is seeking bids from qualified and licensed contractors interested in providing the services as described in this IFB. **CAPITAL PLAN:** As part of a five-year capital plan, the HA will be replacing and upgrading elevators at South Common Village and Concord River Mill. Current projects are at 43 & 50 Summer Street, 227 Gorham Street (SCV) and 50 Stackpole Street (Concord River Mill). The remaining elevators in the capital plan are 65 Summer Street, 198 South Street, 145 & 183 Gorham Street and 130 South Street. As elevators included in this contract are replaced or upgraded, monthly maintenance and repairs will be performed by other contractors. Billing by the Contractor awarded this bid shall be adjusted accordingly.

#### **3.1 SERVICE LOCATIONS**

The successful bidder will, as required by the National Electrical Code, the Massachusetts State Electrical Code (527CMR), the American Standard Safety Code for Elevators, Dumbwaiters and Escalators (A-17.1), The Commonwealth of Massachusetts Elevator, Dumbwaiter, Escalator and Moving Walk Regulations, The Board of Elevator Regulations (524 CMR), and the Americans with Disabilities Act (ADA), provide the required services to the elevators installed in the following HA developments.

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IFB 2023-3

Street #	Address	Cars	Type of Elevator	Mfg, Age, ID#	Asset Mgmt. Project#
43	Summer Street	1	Passenger	New elevator (under 1 yr warranty starting spring 2023) 160-P-317	AMP3
50	Summer Street	2	Passenger	New elevator (under 1 yr warranty starting late spring 2023) 160-P-318	AMP3
65	Summer Street	1	Passenger	Dover/Virginia over 20 yrs 160-P-319 160-P-320	AMP3
145	Gorham Street	1	Passenger	Virginia over 20 yrs 160-P-61	AMP3
183	Gorham Street	1	Passenger	Virginia over 20 yrs 160-P-62	AMP3
227	Gorham Street	1	Passenger	Currently under construction 160-P-64	AMP3
130	South Street	1	Passenger	Dover over 20 yrs 160-P-304	AMP3
174	South Street	1	Passenger	Dover over 20 yrs 160-P-305	AMP3
198	South Street	2	Passenger	Dover over 20 yrs 160-P-306 160-P-307	AMP4
117	High Street	1	Passenger	Morrison 4 yrs 160-P-71	AMP4
137	High Street	1	Passenger	Morrison 4 yrs 160-P-72	AMP4
657	Merrimack Street	2	Passenger	Motion 6 yrs 160-P-207 160-P-208	AMP4
350	Moody Street	1	Platform	<del>Garaventa 3 yrs 160-W-663</del> <b>Damaged during flood and not being used.</b>	AMP4
735	Broadway Street	1	Passenger	Motion 5 yrs 160-P-8	AMP4
111	Hildreth Street	1	Passenger	Minnesota 2 yrs 160-P-74	AMP4
50	Stackpole Street	1	Passenger	Currently under construction 160-p-308	State

**3.2 GENERAL/TECHNICAL SPECIFICATIONS (listed in alphabetical order)**

**3.2.1 Basic Service Required:**

- 3.2.1.1** Keep Elevators in a safe operating condition.
- 3.2.1.2** Provide maintenance and replacement of parts and equipment as herein specified.
- 3.2.1.3** Maintain and submit to the Authority a monthly elevator service record. This report, submitted to each Property Manager and the Procurement Officer is to list all equipment deficiencies at time of service, and list equipment repairs requiring immediate or future action.
- 3.2.1.4** Provide tests for any insurance company, city, state or government agency, which has jurisdiction over the elevator.
- 3.2.1.5** The machine room, main controller, overhead equipment, brakes, rope, pit equipment, door lifts and guides, door contacts, well-way equipment and any other major parts of the elevator are to be carefully serviced, kept clean and adjusted.
- 3.2.1.6** The Contractor shall coordinate with site management and/or LHA Main Office for all work.

**3.3 Preventive Maintenance – Initial Visit:**

- 3.3.1** The Contractor shall perform regularly scheduled preventive maintenance as specified in the General and Maintenance Schedule sections (under Cleaning, Examinations, Lubrications and Adjustments) of the IFB.
- 3.3.2** The Contractor, upon his initial maintenance visit shall perform the required maintenance protocol and report in writing to the LHA all parts and materials included in the maintenance protocol for each elevator that requires replacement in order to meet the maintenance requirements of this agreement.
- 3.3.3** Failure to perform this initial visit and supply this written report will be interpreted as indicating that all components are in good condition and subject to the Contractor's warranty.
- 3.3.4 Additional Work:** Additional work shall be performed by the Contractor only if the HA has given prior written permission to do so. All such work shall be at the HA's expense, unless such damage or problem was necessitated by the actions or lack of action of the Contractor.
- 3.3.5 Call-backs:** The contractor shall provide unlimited call-back service on a 24-hour, 7-day a week basis and with a responsive office/after-hours answering service.

**3.4 Emergency Situations:**

- 3.4.1** The Contractor shall provide emergency call back service at any hour of any day or night, weekends and Holidays included, at no additional cost to the Authority, except as described below. Said call back service shall consist of prompt response to request of service (within one hour of request), and the making of such adjustments and/or repairs as may be required to restore the elevator to safe and satisfactory operation.

- 3.4.2** In the event of the repair or replacement of an elevator system component resulting in an extended shut down, it is agreed that the Contractor will provide all means possible to ensure a rapid recovery of the elevator system. This will include requiring their technicians to work overtime, weekends, and Holidays included, as well as special transportation of parts and equipment to guarantee fast delivery and necessitate their sub-Contractors (supplies and repairers) to work extra hours if necessary. It is the intent of this article that the Contractor shall make a diligent determined effort to return the elevator system back to normal operation as soon as possible.
- 3.4.3** Call back service shall be initiated by the property manager or authorized HA representative. The Contractor will be provided with a list of authorized personnel. Service requests from other than these individuals must be verified before responding. An exception may be made if the service call includes a report of someone trapped in an elevator, in which case, the Contractor shall respond immediately, regardless of the origin of the call. The Contractor's personnel shall report to the Property Manager's office and receive instructions as to the location of the elevator shutdown and the nature of the problem, to the extent possible. The Contractor must work in close harmony with the individual property managers on all work within the scope of this contract.
- 3.4.4** For all overtime calls, the following procedures will be used: Calls received from LHA answering service, night and weekend personnel, and property managers will be responded to. LHA personnel can be present but should not be required for Contractor's personnel to make repair. Work order should be left at site for all calls (at Property Manager's office). Keys for all access will be made available. Overtime wage rates should be submitted with bid price.
- 3.4.5** The Contractor may invoice on a time and materials basis for authorized call-backs in which the service results from vandalism, abuse or misuse of the elevator by persons other than the Contractor, his agents or employees, or resulting causes, or by reason of any other cause beyond the control of the Contractor, except for ordinary wear and tear. The Contractor may also invoice on a time and materials basis for his time in responding to an authorized call-back in which upon arrival, no evidence of an elevator malfunction exists. However, a work order number will still be required for all overtime calls even if the call proves false.
- 3.4.6** In the case of service calls showing evidence of vandalism, abuse or misuse, the Contractor shall perform only that work necessary to remedy any unsafe conditions (if this work can be accomplished within 2 hours) or secure the elevator. The Contractor must contact the LHA to determine if additional work shall be performed beyond this time, or if any further work that may be required shall be postponed until the Authority is informed and inspects such conditions. The intent of this paragraph is that vandalism must be apparent or the repairs shall be considered a standard service call-back.
- 3.4.7** The Authority shall pay the Contractor's hourly rate plus an overtime premium only for authorized call-backs for abuse, misuse or vandalism during non-regular working hours (generally 4:30 pm – 7:00 am). That

overtime premium shall be set forth in the wage rate section of these specifications.

**3.4.8** Invoices for billable call-back service must include the date and time of call and the name of the authorized caller, and a work order number for overtime calls, as set forth above. Also included shall be a copy off the technician's time sheet or service report clearly showing the time of arrival and departure at the development, the nature of the service problem and its resolutions, materials used, and a statement of the operational status of the elevator. No payment shall be made for travel time and/or travel expenses. Payment will be made only for time spent at the work site. The Contractor shall include his estimate for travel costs as part of his unit bid price for hourly service (Item 2 of the General Bid Form). It shall be the Contractor's responsibility to ensure that his employees and agents maintain sufficient records to provide the Authority with all documentations required by this paragraph.

**3.4.9** If the Owner is unable to contact the Contractor through the numbers and procedures supplied by the Contractor and the emergency repairs are not affected within two (2) hours after notification to the Contractor or his designated employees, the Owner shall reserve the right to engage other parties for the purpose of performing emergency repair work and protecting and salvaging endangered or damaged facilities, equipment, stock, etc. The Owner shall deduct all costs and fees incurred, from the contract sum and shall hold the Contractor responsible for damages.

**3.4.10** "Hidden" charges shall not be accepted or paid for as part of this contract. Service and repairs under this section shall be on an as needed, as requested basis.

**3.5 Employee Identification/Background Checks:** At all times while on HA property to perform work, all employees, agents and representatives of the Contractor shall wear distinctive identifications (i.e. uniforms; photo ID badge; etc.) to clearly identify that person as a representative of the Contractor. The LHA reserves the right to require a MA CORI background check that is satisfactory to the HA by the Contractor for any of its employees expected to work on HA property.

**3.6 Equipment:** No related equipment, whether the HA or the Contractor owns such, may be removed without the written permission of the designated HA contact person, and then such will occur only at the convenience of the HA. If the Contractor desires to remove such equipment, he/she shall deliver to the designated HA contact person at least 10 days prior to such a written notice of his/her intent to do so, along with a detailed explanation as to why he/she feels such is necessary.

**3.7 Exclusions:** The Contractor shall not be required to provide the following at his/her expense, but may be required by the HA to do so at HA expense:

**3.7.1** Repairs required due to the negligence, accident or misuse of the equipment by any person other than a representative of the Contractor, including his/her employees, his/her sub-contractors, servants, agents, or any other causes beyond the Contractor's control, such as Acts of God, except ordinary wear;



- 3.7.2** Repair or replace building items, such as hoist way or machine room walls and floors; car enclosures; car finish; floor material; hoist way entrance frames; doors and sills; telephone instruments; signal fixture faceplates; smoke detectors; and communication equipment not installed by the Contractor;
- 3.7.3** Underground cylinders, piping and conduit of hydraulic elevators;
- 3.7.4** Mainline and auxiliary disconnect switches, fuses and feeders to control panels;
- 3.7.5** Lighting fixture lamps for car and machine illuminations;
- 3.7.6** Installation of new equipment as may be recommended or directed by the HA insurance carrier(s), federal, state or municipal or other governmental authority.

Please note that if any of the above work is necessitated by the negligent or inadvertent act of the Contractor and/or his/her representative, then the Contractor may be responsible for some portion or all of the costs to complete the noted work--"portion" to the extent of his/her responsibility for such negligent or inadvertent act.

- 3.8 Failure to Perform:** If the Contractor fails to perform the work required by the terms of the ensuing contract in a diligent, timely and satisfactory manner, the HA may perform or cause to be performed all or any portion of the required work. The Contractor agrees that he/she will reimburse the HA for any such expense incurred by the HA; or, the HA may, without prior notice to the Contractor, deduct such amount from any sum owed to the Contractor by the HA.
- 3.9 Full-maintenance & Repair Contract:** The ensuing contract shall be considered to be a full-maintenance and repair contract, in that the Contractor shall be responsible to perform all services necessary to maintain all of the applicable equipment in working order and compliant with state code at all times. The HA will reimburse the Contractor for parts used on a "cost plus" basis as detailed herein, but only to the extent it can allow work to proceed within the scope of Massachusetts bid laws (see Section 3.34 and following sections below).
- 3.10 Guarantee:** All work performed by the Contractor shall be fully guaranteed between inspections.
- 3.11 Warranty.** The Contractor warrants to the HA that materials and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform with the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective.
- 3.12 General Guaranty.** If at any time during the period of one (1) year from the date of the its substantial completion, as shown on an approved payment request, the Work or any part of the Work shall in the reasonable determination of the Awarding Authority require replacing or repairing due to the fact that it is broken, defective, or otherwise does not conform to the Contract Documents,

the HA will notify the Contractor to make the required repairs or replacement. If the Contractor shall neglect to commence such repairs or replacements to the satisfaction of the Awarding Authority within ten (10) days from the date of giving or mailing such notice, then the HA may employ other persons to make said repairs or replacements. The Contractor agrees, upon demand, to pay to the HA all amounts which the HA expends for such repairs or replacements. For items of work completed after substantial completion, the one-year guarantee shall commence at the time the HA approves of the completion of such items. This one-year guarantee shall not limit any express guaranty or warranty required to be assigned to the HA pursuant to the terms of specified work.

- 3.13 Incomplete Listing:** The Contractor shall inform the HA, in writing within 10 days of the discovery of such, as to any incorrect or incomplete listing of equipment included as a part of this document.
- 3.14 Invoices/N30:** All billing invoices for services must be delivered to the designated HA contact within no more than 30 days of completion of the work. A copy of the applicable report shall accompany the billing invoice. The HA shall endeavor to pay within 30 days of receipt all such invoices that are properly submitted. (All parts/equipment are FOB-Dest. Prepaid). Generally, approved invoices are paid within the Net 30-day standard.
- 3.15 Labor vs. Parts/Supplies:** The Contractor shall be responsible to provide all labor to accomplish the services noted herein. The HA shall be responsible to pay to the Contractor, at the rate agreed upon (i.e. cost plus) for part and supplies used to accomplish the work. Part cost mark-up shall not exceed the Contractor's bid percentage. The HA reserves the right to require submission of Contractor's supplier invoices to verify charges prior to approving any Contractor invoice.
- 3.16 Local Code Changes:** The Contractor shall be responsible for ensuring that all equipment that is installed is in conformance with all applicable local, state and federal regulations, codes and/or laws. If, during the term of the ensuing contract, such regulations, codes and/or laws change necessitating a change or addition to the currently installed HA equipment, it shall be the responsibility of the Contractor to inform the HA of such in writing, and the HA shall be financially responsible to pay the Contractor for such changes, if ordered by the HA. All work shall be performed by the Contractor in conformance with all applicable local, state and federal requirements.
- 3.17 Modifications:** At any time during the ensuing contract period, should the Contractor wish to make any change, modification or addition to the existing equipment, including whether or not such entails additional payment to the Contractor by the HA, the Contractor shall submit such request in written form to the designated HA contact person and may not proceed unless written permission is granted to proceed.
- 3.18 Normal Work Hours/Overtime Costs:** Unless otherwise approved by the designated HA contact person, all scheduled work shall be performed during normal business hours and day (typically, Monday-Friday, 8:30 a.m. to 4:30 p.m., excluding designated legal holidays). However, the Contractor shall respond to any emergency-type calls at the time that such occurs. To perform

the work required by the ensuing contract the Contractor shall not be entitled to any overtime payment, except as approved prior in writing by the designated HA contact person. Whenever possible, as long as it does not compromise the security or endanger HA property and/or residents, such work shall be performed during normal business hours.

- 3.19 On-going Maintenance, Inspections and Testing:** It is the intent of the HA to retain a Contractor to provide trained, qualified and technically skilled personnel, directly employed by the Contractor, to furnish all labor, materials and supplies necessary for the on-going maintenance, repair and periodic inspection and testing services required for the noted elevators.
- 3.20** One annual state inspection/safety test will be performed within the fiscal year (Oct. 1 – Sept. 30) for which the inspection is due. The Contractor shall provide 90-day notices to the HA for inspection filing dates and 30-day notice for tentative inspection dates. When bidding on this section on the Form of Bid, Section (B2.), include all required state fees and Contractor labor for the day of the state test. Do not carry this in the Monthly Maintenance. The contractor must notify the HA Director of Facilities in writing with a copy to the building's Property Manager at least 30 days before the scheduled test. Typically, an HA licensed electrician is on-site during inspections. The commercial wheelchair/platform lift at 350 Moody Street was damaged by flooding and is no longer in use. Inspection of this lift will not be required unless LHA determines it is in their best interest to repair and test. A reasonable period for the state inspection and safety test should be carried in bids, approximately 2.5/hours for each elevator and .75/hour for the platform lift.
- 3.21 Painting:** The Contractor shall keep the hoist way and machine room equipment in clean condition, painted and free of rust. The machine room floors and pits shall be kept in clean and painted condition. The cab interiors and hoist way entrance finishes are excluded from this clause.
- 3.22 Parts Inventory:** The Contractor shall have and maintain locally a supply of spare parts, including 1 operating motor for each location, sufficient for the normal maintenance and repair of the elevators, and shall maintain at the site a metal cabinet wherein shall be stored a number of repair parts that would normally be stored on-site. The Contractor shall provide within 24-hours any needed replacement part for inoperative elevators, as long as such part is commercially available within the 24-hour period and communicate with LHA in the event express delivery is required.
- 3.23 Parts/Supplies:** In performing the required work the Contractor agrees to provide only OEM quality parts approved for use or used by the manufacturer of the equipment for replacement or repair and to only use those lubricants obtained from and/or recommended by the manufacturer of the equipment, except that equivalent parts or lubricants may be used if approved in writing by the HA representative named in the ensuing contract. Parts or equipment required for repairs shall, if applicable, be rebuilt to an "as new" condition. No parts or vertical transportation equipment covered under the ensuing contract shall be permanently removed from the job site without the written permission of the aforementioned HA person named in the ensuing contract.

- 3.24 MSDS:** Material Data Safety Sheets shall be submitted to each Property Manager's Office with a copy to the Director of Facilities upon commencement of the contract and any time a new product requiring an MSDS is introduced.
- 3.25 Performance Requirements:** Each bidder shall include as a part of the information submitted under Tab No. 4 the performance standards he/she will meet for each of the applicable elevators. In any case, all work shall be conducted pursuant to the manufacturer's current standards. Please note that:
- 3.25.1** Floor-to-floor times are measured from the time the doors start to close, including typical one-floor travel, and until the elevator is approximately level with the next successive floor, either up or down, and the doors is 3/4 open.
  - 3.25.2** Door opening times are measured from the start of the car door opening until the doors are in the fully open position.
  - 3.25.3** Door closing times are measured from start of door closing until the hoist way doors are fully closed.
  - 3.25.4** Accuracy of leveling shall be measured under all load conditions.
  - 3.25.5** Variance from rated speed, regardless of load, shall not exceed +/- 5%.
  - 3.25.6** All hydraulic elevators will have a running speed of FPM (feet per minute) recommended by the manufacturer and shall meet door opening time, door closing time, and floor accuracy as described above.
  - 3.25.7** Door closing pressure shall not exceed the pounds recommended by the manufacturer.
  - 3.25.8** In accomplishing these requirements, the Contractor shall maintain a comfortable elevator ride ("comfortable," in the opinion of the designated HA contact person), with smooth acceleration, retardation and soft stop. Door operation shall be quiet and positive with smooth checking at the extremes of travel.
- 3.26 Periodic Testing:** The Contractor shall make required tests, including annual no-load, low speed test of car safeties and governors; full-load, rated-speed test of hydraulic buffers and safeties on cable-type elevators as required by ASME/ANSI A17.1 Code and as required by Massachusetts State Occupational Safety Administration (NSOSA). Written reports of said tests shall be submitted to the designated HA contact person and, in the case of safety tests, prior notification shall be given (at least 1 week prior) so that the designated contact person may, if he/she wishes, witness said test or tests.
- 3.26.1** Once a year the Contractor shall test all safety devices, governor and associated equipment on each elevator, in accordance with the latest edition of the American Standard Safety Code for Elevators and Dumbwaiters. Such a test shall be made by running each car in the down direction at the design speed without load and by setting the safety device by tripping the governor by hand.
  - 3.26.2** Whenever necessary for the safe and/or satisfactory operation of the elevator equipment, the Contractor shall examine and equalize the tension of all hoist-way ropes and shall re-socket the hoist at the car crosshead. The Contractor shall advise the Owner of safety concerns and provide maintenance of an adequate safety factor. The Contractor shall advise the Owner of the wear rate, need or estimated time to replace any and all ropes, including but not limited to hoist ropes,

governor ropes and safety cables, as well as to prevent abnormal wear to the rope sheaves.

- 3.26.3** Whenever necessary for the safe and satisfactory operation of the elevator equipment, the Contractor shall repair and/or replace any or all of the electrical equipment from the load side of each elevator disconnect switch.
- 3.26.4** Whenever necessary for the safe and/or satisfactory operation of the elevator equipment, the Contractor shall repair and/or replace any and all mechanical parts of each elevator within the limits of state bid laws or as otherwise restricted in Section 2.2.35 below.
- 3.26.5** HA Inspection – One inspection per year shall be scheduled at the convenience of both the Contractor and the HA to jointly inspect all work included in this contract including the (1) wheelchair/platform lift. Contractor shall provide a senior service elevator technician and a management representative to demonstrate that all work has been or is in the process of being completed. Contractors should carry an amount that is reasonably necessary to provide adequate coverage for state inspections.
- 3.26.6** The HA shall reserve the right, from time-to-time, to employ others to test the condition, speed and safety of the elevators as it may be deemed advisable. If it is found that the elevators do not conform to the required standards as set forth under the terms of this contract, the HA will immediately demand that the elevators be placed in satisfactory condition, and if the work has not commenced within twenty four (24) hours, the HA can enter into agreement with others to perform such work and deduct the total cost of said work from the Contractor's monthly charge for the services specified. If the above happens repeatedly, the HA may proceed under the terms and conditions for default.

**3.27 Cleaning, Examinations, Lubrications and Adjustments:**

- 3.27.1** The frequency of **preventative maintenance ("PM"), routine inspection and testing** (as needed by the Contractor to establish operational status) **will be monthly**. Frequency may be adjusted any time during the duration of this contract and prorated accordingly, including when an elevator is out of-service for an extended period and no PM is performed. All "PM" work shall be compliant with applicable code, including 524 CMR §3: "Maintenance. A process of routine examination, lubrication, cleaning and adjustment of parts, components, and or subsystems for the purpose of ensuring performance in accordance with the applicable Code requirements. (See also Repair and Replacement.)".
- 3.27.2** No "Catch-up" provision. There will not be any "catch-up" service. For instance, if a facility is scheduled for 12 monthly PM's per year, and the contractor fails to perform the November PM, the contractor will not perform 2 PM's in December in order to "catch-up" to the 12-per-year. Failure to perform on-schedule will result in a poor performance category score unless there are mitigating circumstances as determined by the LHA.

**3.27.3**The Contractor shall perform the categories of work listed in this section for all HA hydraulic elevators and traction elevators. Contractor shall utilize the HA check list incorporating the items and intervals and shall post the list at each elevator location and shall mark the date the lists as the work is performed and shall furnish to the property manage(s) a schedule of the dates and time when the maintenance service is to be performed so that inspection of in-progress work can be observed. For the purpose of this agreement the words "check" and "inspect" on the HA check list shall be defined as observe, clean, repair, replace, adjust, lubricate, or replenish as may be required to maintain elevators in a properly and fully functioning manner.

**☒ Include sample checklist original with each bid under Tab 10.**

**3.27.4**The Contractor shall maintain all elevators so that they will deliver the performance built into them originally. Contractor shall use trained personnel to service and repair equipment, regularly examine, test, clean and lubricate all working parts of the elevator, make all necessary repairs, and have replacement parts and tools available to meet emergencies. The work described under the following paragraphs, and/or listed on the HA's check list included in this IFB, shall be performed by the Contractor and, unless otherwise specified, applied to all parts of each elevator, including machines, motor, brushes, controllers, communicators, selectors, worms, gears, thrusts, bearings, sheaves, elements, contacts, coils, resistance (for operating and motor circuits), magnet frames, leveling devices, interlocks, shaft door operating devices, such as door motors, gears, chains, electric controls, car light, push buttons, enunciators, call stations, indicators, bulb replacements, and all other elevator signals, where included as a part of the elevator installation at the time the bid for this work was submitted. The contract shall include re-lamping of all enunciators, indicators and other signal fixtures during regular maintenance periods.

**3.27.5**Contractor shall perform regular and systematic examination, adjustments, cleaning and lubrication. All lubricants, cleaning materials, paint, cotton waste, are to be supplied by the Contractor. All lubricants shall be of the proper grade for the purpose used.

**3.27.6**Contractor shall only use parts that are designed and fabricated mechanically and structurally correct and suitable in all respects for the installation. The Contractor shall have and maintain on site, at all times, a sufficient supply of genuine duplicate parts necessary for emergency or quick replacement. Contractor shall have quickly available to him all other parts, or assemblies of the elevators, in order to provide a maximum use of the elevator and minimum of shutdowns. All material shall be of the same size, design and chemical composition as would be originally furnished for the installation.

**3.27.7**The Contractor shall possess and have available all tools, jigs, hoists, meters, tachometers, wiring diagrams and instruments necessary to provide the adjustments, operation characteristics and safety as originally designed or as required by authorities having jurisdiction. The HA will provide copies as available of required drawings and diagrams for the Contractor's use.

**3.27.8**It is the intention of this contract for the Contractor to provide as nearly uninterrupted elevator service as possible, with maximum efficiency and

safety, and to minimize yearly depreciation through part replacement as necessary and before failure.

**3.28 Maintenance Schedule:**

- 3.28.1** Contractor shall contact site management 48 hours prior to any scheduled maintenance visit as detailed below.
- 3.28.2** Contractor records shall detail all functions performed during any scheduled maintenance visits, including all new parts and equipment installed and old parts and equipment refurbished. A copy of the record for each visit shall be attached to the work ticket as a prerequisite to payment.
- 3.28.3** The Contractor shall, on a monthly basis, examine and adjust each elevator's door systems as required to keep such equipment in proper working order and compliant with state regulations.
- 3.28.4** The Contractor shall, after each maintenance call, broom clean the penthouse, car top and machine room. All debris shall be disposed of by the Contractor.
- 3.28.5** The Contractor shall, annually, clean and dust the hoist-way walls, electrical switch panels and all associated areas.
- 3.28.6** The premises used by the Contractor for the performance of this agreement shall be kept in a clean and neat condition at all times, and any debris caused by the contractor, or his agents shall be removed and disposed of by the Contractor.

**3.29 Small Parts Cabinet:**

- 3.29.1** The Contractor shall provide and maintain a metal cabinet in each elevator machine room, which shall be used to store spare parts and all required lubricants and cleaning items. The Contractor must maintain at the development or at a secure location within close proximity to the development an adequate supply of relays, coils, shunts, resistors, gibbs, switches, rushes, door interlocks, contractors, springs, hall and car buttons, alarm switches and buttons, rollers, stop cams, indicator bulbs, electronic door safety edges and all other frequently serviceable parts.
- 3.29.2** All materials used by the Contractor for the performance of this agreement and cleaning materials necessary to properly carry out the work referred to above shall be furnished by the Contractor. Each lubricant shall be of prime quality for the purpose for which it is used. MSDS sheets shall be provided to the Property Manager when such lubricants or other substances requiring MSDS are brought on properties.

**3.30 Inspection:**

- 3.30.1** The Contractor shall inspect, lubricate, adjust, replace or repair in strict accordance with the schedule hereinafter specified, the following items;
- 3.30.2** Machine, worm, gear, thrust bearings, drive sheaf, drive shaft bearings, brake pulley, brake coil, brake contact, linings, and component parts.
- 3.30.3** Motor and motor generator, motor windings, rotating element, commentator, brushes, brush holders, and bearings.

- 3.30.4** Controller, selector and dispatching equipment, all relays, solid state components, resistors, condensers, transformers, contacts, leads, dash pots, timing devices, computer devices, steel selector tape, mechanical and electrical driving equipment.
- 3.30.5** Governor, governor shaft and shaft assembly, earrings, contacts and governor jaws.
- 3.30.6** Deflector or secondary sheaf, bearings, car and counterweight buffers, car and counterweight guide rails, top and bottom limit switches, governor tension sheaf assembly, compensation sheaf assembly, counterweight and counterweight guide shoes including rollers or gibbs.
- 3.30.7** Hoist-way door interlocks, hoist-way door hanger, car door contact, door protective device, load weighing equipment, car frame, car safety mechanism, platform, wood platform flooring, time floor covering in elevator.
- 3.30.8** Elevator car guide shoes, gibbs or rollers when necessary to insure smooth and quiet operation. Except where roller guides are used, when applicable, guide rails will be kept properly lubricated.
- 3.30.9** The Contractor shall develop a check list incorporating the following items and intervals and shall post this list at each elevator location and shall initial (or sign) and date this list as the work is performed. A copy of this check list shall be submitted to the Authority for approval prior to commencement of the contract period. For all tasks described below, "examine" shall be interpreted to mean "inspect, test, adjust, repair, or replace/recommend replacement of capital repair items as necessary."
  - 3.30.9.1** Clean machine room; Observe operation of any starting, stopping, leveling, or door operation faults. Examine all machine room equipment and replace controller and selector parts where necessary.
  - 3.30.9.2** Geared machines; Examine for proper level of lubricant. Examine motor and generator sleeve bearings for proper lubrication.
  - 3.30.9.3** Car and Hall Stations; Examine buttons, plate screws, emergency alarms, stop switches and key switches.
  - 3.30.9.4** Pits; Examine buffers and counterweight clearance.
  - 3.30.9.5** Safety Switch; Examine electrical and mechanical operations.
  - 3.30.9.6** Governor Control Panel; Examine and tighten all terminal connections
  - 3.30.9.7** Governor; Examine lubrication. Examine weights and springs for freedom of movement. Examine alignment of cable of sheaf. Examine switch and contacts.
  - 3.30.9.8** Interlock; Examine rollers, electrical operation and latches. Lubricate and clean.
  - 3.30.9.9** Car Door Operator; Examine motor and lubrication. Examine chain and linkages for alignment and tension. Examine chain and linkages for alignment and tension. Examine stop clearance. Inspect car door check. Include as necessary examine/correct distance of opening between car strike post edge of door, bumpers, vision panel and frame, bottom



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guides and alignment, engagement vanes or clutch devices, leading edge for proper operation, linkages, and contacts. The Contractor must clean down all hanger tracks, lubricate door equipment as required and specified by the manufacturer, clean all sills and safety edges and replace gibbs as needed and must check alignment of doors to sills and hanger tracks and adjust as necessary.

- 3.30.9.10** Door Operating Cams; Tighten connections and examine linkage.
- 3.30.9.11** Door Slide; Examine and lubricate track and rollers. Examine self-closing feature.
- 3.30.9.12** Car Top; Clean top of car.
- 3.30.9.13** Hall Buttons; Examine plate screws. Examine "in-use" light.
- 3.30.9.14** General; Lubricate sleeve bearings on car and counterweight sheaves. Lubricate basement machine deflector sheaves. Lubricate selector guides and pivot pins where necessary. Examine operation of timers and timed relays. Lubricate rails if necessary.
- 3.30.9.15** Interlocks; Examine all internal parts
- 3.30.9.16** General; Lubricate overhead sheaves, if any. Lubricate selector and tape sheaf.
- 3.30.9.17** Motor and Motor Generator; Examine Lubrication, brushes, commutators, rotor and armature clearance. [Note: see the 6 TRACTION UNIT GENERATORS AT BISHOP MARKHAM VILLAGE.]
- 3.30.9.18** Control Board; Examine resistance tubes, transformers, and rectifiers. Tighten all terminal lugs.
- 3.30.9.19** Gear Box; Examine oil level, oil leaks, stuffing box, lubrication, gear for wear, trust bearing, oil temperature, consistency of lubricant, and gear cutting flakes.
- 3.30.9.20** Shear Drive; Examine for groove wear, alignment, and bearing wear.
- 3.30.9.21** Ropes-Hoist; Examine tension. Make visual inspection for wear and broken wires. Inspect thimbles, rods, and springs.
- 3.30.9.22** Rope-Governor; Make visual inspection for wear, broken wires, and socket connections.
- 3.30.9.23** Rail Oilers; Examine wicks and oil level.
- 3.30.9.24** Traveling Cable; Examine for worn spots. Repair or replace if necessary.
- 3.30.9.25** Car Shoes; Examine adjustment and wear of gibbs.
- 3.30.9.26** Car Rollers; Examine pin lubrication, for flats, examine springs, and tension.
- 3.30.9.27** Hatch Switches; Examine rollers and arms, level stops, stop switch (final), control switches and devices and automatic slow down devices and switches.

**3.30.9.28** General; Blow out controllers, lubricate hinge pins as required. Blow out MG sets, brush or wipe motor windings, governor jaws, sheaves, switches and coils.

**3.30.9.28.1 Annually (all):**

**3.30.9.28.2** Brakes; Clean brake cores and sleeves and lubricate as recommended by manufacturer. Examine pulley and fastenings, electrical connections and operation.

**3.30.9.28.3** Rails; Remove fuzz and clean rails. Examine bracket bolts. Clean seams. Inspect car and counterweight guide rail fastenings.

**3.30.9.28.4** Main Machine; Drain, wash and refill all motor sleeves, bearings and gear cases. Examine gears for clearances and wear.

**3.30.9.28.5** Limit Switches (Final); Examine car and counterweight for run by clearance, and fastenings to rails.

**3.30.9.28.6** Car Safety; Examine for free operations and lubricate.

**3.30.9.28.7** Car; Tighten brace rods, nuts, bolts and screws, car top, cross hear, platform and steady plate.

**3.30.9.28.8** General; Reset overloads. Lubricate compensating sheaves and roller bearing secondary sheaves. Change oil in sleeve bearing secondary sheaves. Lubricate roller bearing car and counterweight sheaves. Examine oil level in buffers. Lubricate selector gears.

**3.31 Hydraulic Seal Work**

**3.31.1** The contractor as a part of its regularly scheduled maintenance activities shall inspect and repack as necessary all internal and external Hydraulic Jack "O" ring seals and lip seals with materials to OEM specifications. Replacement due to wear will be quoted as needed.

**3.31.2** This work shall consist of the draining, as required, of hydraulic fluid, removal and cleaning of all seals and surfaces. If replacement is required, replacement of new "O" rings and seals will be per manufacturer's recommendations.

**3.31.3** There should be no sediment or particles contaminating the fluid in the tank. If this is noticed during cleaning it should be drained, cleaned and replaced.

**3.31.4** Oil and debris shall be cleaned after work is performed and when the cylinder and tank system when refilled. All machine parts and equipment, machine rooms and pits shall be cleaned of all oil debris upon completion of the work. Debris shall be removed and legally disposed of off-site.

**3.31.5** Pits and equipment should be cleaned to maintain safety and efficiency of equipment.

**3.32 Qualified:** The Contractor must be fully qualified and licensed to install, inspect and repair the equipment listed herein. All work shall be performed by employees of the Contractor who shall be skilled elevator mechanics with a Massachusetts State Elevator License. Said work shall be performed during regular working hours of regular working days except for call-back service.

**Bidders should include under Tab 10, copies of applicable licenses. Confidential information may be redacted. Each bidder must submit a roster with each mechanic's name and his/her license expiration date. Complete, un-redacted copies of license numbers and dates will be required of the apparent eligible and responsible low bidder before contracts are executed. Copies of each technician's "OSHA 10" cards may be requested by the HA and the Contractor will be required to provide the HA with non-redacted license information with timely updates to its staff roster.**

**3.33 Detailed Reports:** When required by the HA, the contractor shall furnish a detailed Findings/Deficiency Report to the Facility Director within 24-hours of work completion supplementing the Work Completion Slip. The report shall clearly identify or clarify inspection results and repairs performed, and further repairs, changes/alterations/updates or safety issues that the technician/mechanic considered necessary based upon best practices. If further work is recommended, the contractor shall include a detailed repair quote estimate that separates time/labor/rate and the itemized parts/materials/pricing proposed (provide contractor's parts cost less discount per LHA contract).

**3.34 Quoting/Bidding Work:** When purchase of service for repairs is required, and when such work is estimated to exceed \$2,000.00 the HA reserves the right to request quotes from other companies. The incumbent Contractor's quotes must be better or equal to their contract mark-up costs or labor rates as bid herein. Depending on the complexity and estimate of the work, the HA may accept verbal quotes, or may require written quotes. Work amounting to \$10,000 or more requires sealed bids pursuant to Massachusetts state law. The bidder is advised that the HA must seek a waiver for emergency exceptions to the advertising and/or sealed bidding requirement from the Massachusetts Division of Capital Assets, Management and Maintenance (DCAMM) before work may commence or a contractor may be paid by the HA for emergency work, unless the urgency of the situation made it impossible to contact DCAMM in advance (see M.G.L. Ch. 149, §44A, "extreme emergency"). There will be no cost to the HA for quotes and/or site visits for work under this section.

**3.35 Repair/Replacement:** As a part of the services provide pursuant to this IFB and the ensuing contract, the Contractor shall provide the labor to repair or replace any worn or defective elevator equipment within the limits of Massachusetts bid laws. Work shall include but not limited to the following, if applicable to the existing HA equipment:

**3.35.1** Machine; worm; gear; thrust bearing; drive sheave; drive sheave shaft bearings; brake pulley; brake coil; brake contact; linings; and component parts;

**3.35.2** Motor and motor generator; motor windings; rotating element; commutator; brushes; brush holders, and bearings;

- 3.35.3** Controller; selector and dispatching equipment; all relays; solid state components; resistors; condensers; transformers; contacts; leads; dashpots; timing devices; computer devices; steel selector tape; electrical traveling cable; and mechanical and electrical driving equipment;
- 3.35.4** Governor; governor sheave and shaft assembly; bearings; contacts; governor jaws; and governor wire rope;
- 3.35.5** Deflector or secondary sheave; bearings; car and counterweight guide rails; top and bottom limit switches; governor tensions and sheave assembly; compensating sheave assembly; counterweight and counterweight guide shoes; including rollers or gibbs, hoist cable and comp-cable;
- 3.35.6** Elevator pump; motor; plunger; plunger packing; v-belts; strainers; valves; and mufflers;
- 3.35.7** Hoist way door interlocks; hoist way door hangers; bottom door guides; and auxiliary door closing.
- 3.36 Reports:** It shall be the responsibility of the Contractor to complete, in a legible fashion, during and after each testing, inspection and/or installation, any required reports, copies of which must be delivered to the HA within 10 days of completion of such event, and which shall be delivered by the Contractor, as required by any code, law or regulation, to all applicable local, State or Federal agencies.
- Include sample report original (if "NCR" type form, include all pages) with each bid under Tab 10.**
- 3.37 Required Services:** The services shall include, but are not limited to, no less than monthly inspection and servicing to include the cleaning, lubrication, adjusting and repair of the vertical transportation equipment, cleaning of the machine room, hoist way, pits and elevator car tops. **BIDDERS SHOULD CARRY A MINIMUM OF .5/hour (1/2-hour) per elevator for monthly preventative maintenance and lubrication.** Documentation of each elevator number and location, and services provided must be submitted.
- 3.38** Maintenance may include, within the limits of Massachusetts and HUD bid laws and regulations, the repair or replacement of electrical and mechanical parts, including hoist ropes, when required. In any case, reporting of repair work costing \$2,000 or more, capital repairs (generally, expenses exceeding \$5,000.) **MUST** be provided to the HA Facilities Director upon discovery. As conditions warrant, the repair or replacement of all portions of the elevator systems are required to maintain code standards, manufacturer's standards and the standards listed within this contract are required. At all times, time is of the essence in the performance of the terms of the proposed contract.
- 3.39 Response Time:** The Contractor shall arrive at the site within 2 hours or receipt of the call that the equipment is inoperable or in problem status. If the Contractor cannot do so due to another emergency situation, the Contractor shall immediately notify the designated HA contact person of such. As to emergencies (i.e. person stuck in elevator), the Contractor must arrive within 1/2 hour of receipt of such call, or must immediately notify the designated HA contact person of his/her inability to do such. In each case, the HA shall then

have the right to contact another firm to address the problem at the Contractor's expense.

- 3.40 Return to Site:** Within no more than 1 hour of being notified by the HA, the Contractor shall return to any site to correct or again inspect any work already performed. In the case of a call-back due to an emergency (i.e. person stranded in elevator or elevator out of operation, etc.), the Contractor shall return to the site within 1/2 hour of being notified by the HA or the HA's representative.
- 3.41 Right to Inspect and Require Work:** The HA reserves the right to make such inspections and tests whenever the HA feels such is necessary to ascertain that the requirements of the ensuing contract are being fulfilled. The Contractor will be notified in writing of any deficiencies and corrections that must be made and the Contractor shall complete such within 5 working days of receipt of such written notification.
- 3.42 Service Calls:** The Contractor's representative shall check in and out with the HA staffs at the site when performing any work at the site. When leaving the building the Contractor's representative shall provide to the HA staff person a signed time or job ticket. The ticket shall include, but not be limited to, the following legible information:
- 3.42.1** Company name;
  - 3.42.2** Printed name(s) of the personnel performing the work;
  - 3.42.3** Service Date;
  - 3.42.4** Specific elevator (Car ID#, i.e., "160-P-61") and equipment worked on;
  - 3.42.5** Detailed description of the work performed;
  - 3.42.6** Parts used;
  - 3.42.7** Specific (time-in/time-out) and total time spent on job.
  - 3.42.8** Scheduled or anticipated additional scope to complete repair.
- Include sample checklist original (include all pages) with each bid under Tab 10.**
- 3.43 Service Log:** The Contractor shall maintain at the site, at the location designated by the HA, a complete log of all visits, service and trouble calls by the Contractor. This log will be filled out whenever the Contractor visits the site for any reason, and shall include, at a minimum, the date and time the work was performed, a description of the work performed, and the printed name of the person performing the work.
- 3.44 Signatures:** Whenever the Contractor completes work at an HA site, he/she shall obtain the signature of an HA on-site staff person showing that the work was completed in a satisfactory manner. A copy of this document shall accompany the related billing invoice.
- 3.45 Structures:** The Contractor is hereby authorized to make necessary and reasonable preparations such as drilling holes, driving nails, making attachments or other such alterations to maintain, install and/or monitor the required equipment. The Contractor shall be responsible (including financially) for any damage to HA equipment or property that results from such installations

by the Contractor, except such nominal damage that would normally occur from such installations, such as nail holes, etc., unless such damage was caused as a result of any substandard condition of HA property not the fault of the Contractor.

- 3.46 Subcontracting:** Unless prior written permission is given by the HA, all work performed by the Contractor shall be performed by the Contractor only and shall not be sub-contracted to another firm. The HA reserves the right to not grant such approval.
- 3.47 Annual Fireman Service, Testing/Additional Reports:** The Contractor shall test Fire Service Phase I and II annually as part of the state inspection and safety test and coordinated through the designated HA contact person. The Contractor shall submit to the designated HA contact person each a written performance evaluation pertaining to each elevator. All of the foregoing performance items (within 2.2.10) shall be included in this report. (see "Fireman Service", 524 CMR 3.00).
- 3.48 Traffic Plan/Public Safety:** The Contractor shall be responsible for maintaining public convenience and safety, both inside and outside of the related areas of the premises, during the performance of the work. When necessary, the Contractor shall provide portable barriers, clearly distinguishable, and placed at least 20 feet in front of the work area. All barriers must be prominently marked to warn pedestrians and placed in such a manner to ensure safe passage around the work area. The well-being of people, real and personal property must be considered where maintenance and repair of systems and equipment is concerned. The contractor and its employees shall guard all open doors, shafts, safety risks etc. with appropriate signs and barriers, and comply with applicable laws and regulations, including OSHA standards.
- 3.49 Wiring:** All exposed wiring shall be held to an absolute minimum. Wiring shall typically be installed in conduit, EMT or pipe, especially when required by any of the aforementioned regulations, codes and/or laws.
- 3.50 Work Plan:** Each bidder shall include under Tab No. 4 of the bid submittal a specific work plan of proposed work for each of the sites identified within Section 3.0 of this document. Such work plan shall detail the specific work that will be completed and within what timeframe (including how often). Please be detailed and clear as to what specific services you will perform and when!
- 3.51 Written Approval:** The Contractor shall obtain from the HA designated contact written approval to proceed with any work prior to commencing such (EXCEPTION: The HA designated contact may, in the case of an emergency affecting the health, safety or welfare of the HA residents, staff or the public, give the Contractor verbal permission to proceed; however, the Contractor shall by 10:00 a.m. the next business day, in writing, recap such verbal permission and deliver such by fax, by e-mail or in person to the HA designated contact and gain his/her written signature acknowledging such.) Failure to abide by this requirement shall cause the Contractor to be fully liable and financially responsible for the work performed, which means that the HA shall have no obligation to pay for the work performed, in which case the Contractor shall not be allowed to reverse the work.

**3.51.1 Procedure to Award Additional Work (Task Order):** When the HA has need of services, the Contractor and the HA representative will meet at the applicable unit, inspect the site and mutually determine the extent of the services needed. Each bidder has already, as a part of his/her bid submittal, submitted proposed unit fees for the various services that will be needed to complete the work. The following information shall be entered by the Contractor on the Task Order form and delivered to the HA. The HA must respond with written approval by signature prior to the Contractor proceeding with the work.

**3.51.1.1** All applicable descriptions of the services to be provided;

**3.51.1.2** The applicable quantity of each such service (most especially as determined at the aforementioned meeting at the site detailed previously within this section);

**3.51.1.3** The applicable unit costs for each such products and/or services;

**3.51.1.4** The calculated total.

**3.52 Notices; permits:** The contractor shall give all notices, take out all permits and licenses (at contractor's expense), obtain and post yearly certificates of inspection, pay all charges and other rates therefore, relative to the work in accordance with the requirements of law and of all public authorities and to the satisfaction of the HA Contract Manager.

Contractors are required to pull permits at their cost for applicable work in the City of Lowell.

#### 4.0 BID FORMAT

**4.1 Tabbed Bid Submittal:** So that the HA can properly evaluate the offers received, all bids submitted in response to this IFB must be formatted in accordance with the sequence noted following. Each category must be separated by numbered index dividers (which number extends so that each tab can be located without opening the bid) and labeled with the corresponding tab reference also noted below. None of the proposed services may conflict with any requirement the HA has published herein or has issued by addendum.

#### Tabbed Bid Submission Key

Tab No.	Description
1	<b>Form of Bid, DCAMM Certificate of Eligibility &amp; Update Statement, &amp; 5% Bid Deposit.</b> The Form for General Bid is attached hereto under Procurement Documents in this IFB document. This Form must be fully completed, executed where provided thereon and submitted under this tab as a part of the bid submittal. Insert also the DCAMM Certificate of Eligibility & Update Statement – Elevator (or otherwise sealed and included), and a 5% Bid Security for the full value of all options.
2	<b>Form HUD-5369-A (11/92), Representations, Certifications, and Statements of Bidders, Public and Indian Housing Programs:</b> This Form is attached hereto under Procurement Documents. This 4-page Form must be fully completed,

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Tab No.	Description
	executed where provided thereon and submitted under this tab as a part of the bid submittal.
3	<b>Profile of Firm Form:</b> The Profile of Firm Form is attached to this IFB document under Procurement Documents. This 2-page Form must be fully completed, executed and submitted under this tab as a part of the bid submittal.
4	<b>Proposed Services:</b> As more fully detailed within Section 3.0, <i>Scope of Bid/Technical Specifications</i> , of this document, the bidder shall, at a minimum, clearly detail within the information submitted under this tab documentation showing: (it is anticipated that the documentation submitted to show following shall be no more than 1 or perhaps 2 pages):
	The bidder's Demonstrated Understanding of the HA's Requirements.
	The bidder's Technical Approach (including, if appropriate, labor categories, estimated hours and skill mix) and the bidder's proposed Work Plan to provide the required services.
	The bidder's Technical Capabilities (in terms of personnel, equipment and materials) and Management Plan (including staffing of key positions, method of assigning work and procedures for maintaining level of service, etc.).
	The bidder's Demonstrated Experience in performing similar work and the bidder's Demonstrated Successful Past Performance (including meeting costs, schedules and performance requirements) of contract work substantially similar to that required by this solicitation.
	If appropriate, how staff are retained, screened, trained and monitored;
	The proposed quality control program;
	An explanation and copies of forms that will be used and reports that will be submitted and the method of such reports (i.e. written; fax; internet; etc.);
	A complete description of the products and services the firm provides.
5	<b>Managerial Capacity/Financial Viability:</b> The bidder entity must submit under this tab a concise description of its managerial and financial capacity to deliver the proposed services, including brief professional resumes for the persons identified within areas (5) and (6) of <i>Profile of Firm Form</i> . Such information shall include the bidder's qualifications to provide the services; a brief description of the background and current organization of the firm.
6	<b>Client Information:</b> The bidder shall submit a listing of former and <i>all</i> current clients, including Public Housing Agencies, for whom the bidder has or is performing similar or like services to those being proposed herein. The listing shall, at a minimum, include:
	The client's name;
	The client's contact name;
	The client's telephone number;
	A brief description and scope of the service(s) and the dates the services were provided;



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Tab No.	Description
7	<b>Equal Employment Opportunity:</b> The bidder must submit under this tab a copy of its Equal Opportunity Employment Policy.
8	<b>Sub-Contractor/Joint Venture Information (Optional Item):</b> The bidder shall identify hereunder whether or not he/she intends to use any sub-contractors for this job, if awarded, and/or if the bid is a joint venture with another firm. Please remember that all information required from the bidder under the proceeding tabs must also be included for any major sub-contractors (10% or more) or from any joint venture.
9	<b>Section 3 Business Preference Documentation (Optional Item):</b> For any bidder claiming a Section 3 Business Preference, he/she shall under this tab include the fully completed and executed Section 3 Business Preference Certification Form attached hereto under General Conditions and any documentation required by that form.
10	<b>Additional Items:</b> The bidder may include hereunder any other general information that the bidder believes is appropriate to assist the HA in its evaluation. It <b>MUST</b> include PROFESSIONAL LICENSES, DPS REGISTRATION and SAMPLE MAINTENANCE CHECKLIST & REPORTS.

**4.2 Empty Tabs.** If no information is to be placed under any of the above noted tabs (especially the "optional" tabs), please place a statement such as "NO INFORMATION IS BEING PLACED UNDER THIS TAB" or "THIS TAB LEFT INTENTIONALLY BLANK." DO NOT delete any of the tabs.

**4.3 Bid Submittal Binding Method:** It is preferable and recommended that the bidder bind the bid submittals in such a manner that the HA can, if needed, remove the binding or remove the pages from the cover (i.e. binder clip, 3-ring binder; etc.) to make copies then conveniently return the bid submittal to its original condition.

END OF SOW SECTION