



Request for Proposals

Elevator Service and Maintenance Contract - Authority Wide

ISSUE DATE:

MONDAY, OCTOBER 16TH,
2023

BID DUE DATE:

Thursday, November 16TH,
2023 BY 10:00AM EST

JEFFREY BENT
SR. PROJECT MANAGER

PROVIDENCE HOUSING AUTHORITY
40 LAUREL HILL AVENUE
PROVIDENCE, RI 02909

WWW.PROVHOUSING.ORG

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REQUEST FOR PROPOSALS

ELEVATOR SERVICE AND MAINTENANCE CONTRACT

The Housing Authority of the City of Providence, RI is currently seeking a qualified vendor to provide service and maintenance on all the elevators in the Providence Housing Authority's portfolio. Services shall include 24/7 emergency response, monthly maintenance, inspections, etc. as stated in the scope of work section in this RFP across all locations under the contract and in accordance with HUD requirements.

A pre-bid meeting will be held at the Facilities Management Department, 40 Laurel Hill Avenue on Wednesday, November 1st, 2023, at 10:00 am EST.

Address all pre-bid questions or requests for information (RFIs) pertaining to the project or bid documents to the Sr. Project Manager, Jeffrey Bent via email at jbent@provhousing.org. All pre-bid requests for information (RFIs) must be submitted by **2:00PM EST on Friday, November 3rd, 2023**, prior to bid due date.

Proposals will be received until **10:00AM EST on Thursday, November 16th, 2023**, at the Facilities Management Department, at 40 Laurel Hill Avenue, Providence, RI 02909. Responses must be labeled **"Elevator Service and Maintenance Contract– Authority Wide"**. Proposers must deliver **one (1) printed original, two (2) copies, and one (1) electronic copy of their proposal on a USB drive** addressed to the attention of:

Providence Housing Authority
Facilities Management Building
40 Laurel Hill Avenue
Providence, RI 02909
Attn: Jeffrey Bent, Sr. Project Manager

- PHA will **not** accept proposals submitted by fax or email.
- All proposal submissions must be received by the above deadline.
- The Authority will not be responsible for the receipt of proposals not properly submitted.

Bidders will be required to make positive efforts to use small and minority-owned businesses and to offer employment, training, and contracting opportunities in accordance with Section 3 of the Housing and Urban Development Act of 1968. Individuals requiring interpreter services for the hearing-impaired should notify the Facilities Management Department by calling (401) 709-2201 seventy-two (72) hours prior to any event.

Copies of the project manual, specifications and other bid documents may be obtained through our website: <https://provhousing.org/procurement-bid/>.

The Housing Authority of the City of Providence, Rhode Island

Jeffrey Bent, Sr. Project Manager

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PHA BACKGROUND

Founded in 1939, the Providence Housing Authority (PHA) provides and develops quality and safe affordable housing opportunities and services to address the needs of Rhode Island residents. We are committed to the core values of excellence, accountability, innovation, respect, and equity in all that we do.

Today, the PHA provides affordable housing to more than 12,000 residents in the City of Providence. We administer 2,606 public housing units that are home to about 5,613 residents – making us one of the largest landlords in the State. Units are designated as elderly/disabled, family, and scattered sites developments. We also oversee the administration of more than 2,700 tenant-based and project-based Section 8 vouchers, most of which allow low-income families to rent in the private market and host a variety of support programs to help our residents and participants meet their wellness, financial, and employment goals no matter what their age or ability. In addition to in-house services, the PHA provides a wide array of referrals to partners across the state.

The PHA is a quasi-governmental organization, governed by a Board of Commissioners appointed by the Mayor and Providence City Council, and an Executive Director who reports to the Board.



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- OUR VISION -

PHA, WORKING WITH ITS RESIDENTS
WILL BE A BEST-IN-CLASS LEADER IN
CREATING SAFE, VIBRANT
COMMUNITIES THAT PROMOTE
PATHWAYS TO OPPORTUNITIES AND
WILL BE A PLACE WHERE PEOPLE
ARE PROUD TO LIVE AND WORK

- OUR MISSION -

PHA PROVIDES AND DEVELOPS
QUALITY AND SAFE AFFORDABLE
HOUSING OPPORTUNITIES AND
SERVICES TO ADDRESS THE NEEDS
OF RHODE ISLAND RESIDENTS

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SCOPE OF WORK

The **scope of work** is detailed in **Attachment 1** "ELEVATOR PREVENTIVE MAINTENANCE, REPAIR, TESTING AND EMERGENCY SERVICES TECHNICAL SPECIFICATIONS AND SCOPE OF WORK" prepared by Syska Hennessy Group. All bidders are required to adhere to all items in Attachment 1 along with the following.

PERSONNEL:

- All employees of the Contractor, Subcontractors, or other representatives shall be skilled in the type of work for which they are employed and shall work under the direction of a competent superintendent.
- All employees of the Contractor, subcontractors, or other representatives shall be legal to work in the United States and licensed as required by Federal, State, and local regulations to perform the type of work for which they are employed on the project.
- Should the Authority deem anyone employed in the work incompetent or unfit to fulfill their duties, the Contractor shall remove such employee from the work, and shall not re-employ them for work on this project or any other Authority project, without written permission from the Authority. The Contractor is free to select and employ the replacement personnel.
- The Contractor, Subcontractors, employees, and / or other representatives shall wear identifying company uniform and employee badge while working on Authority properties.
- The Contractor shall submit a sample of ID badges prior to contracting with the Authority, if requested.
- All personnel shall be neat in appearance and shall conduct work in a professional manner.
- The Contractor shall furnish the necessary, qualified supervision to oversee all operations.
- The Contractor is responsible for all personnel involved in the work, including those directly employed by the contractor, sub-contractors, and suppliers of equipment and / or labor.
- The Contractor shall be responsible for ensuring all personnel (including subcontractors) adhere to OSHA Safety Standards at all times during this project.

WORK SCHEDULE:

- The Contractor shall provide appropriate staffing to perform work in a timely manner. Penalties can apply as stated in attachment 1.
 - Preventive Maintenance and scheduled repair to occur during the hours of 8:00 am- 4:30 pm Monday to Friday.
 - 24/7 for emergency calls with response times as follows:
 - Emergency entrapment – minimum of one (1) hour response time, overtime automatically approved.
 - Out of Order – minimum of two (2) response time, approval of overtime hours will be dictated by dispatch.

CONTRACT AWARD:

- The contract award is expected to be made within ninety (90) calendar days following the bid opening.
- **All prices are considered firm.**
- Upon receipt of the Notice of Award and Contract, the Contractor shall review, sign, and submit a signed Contract no later than ten (10) calendar days following the receipt of such notice.
- The contract period is **three (3) years**, beginning on the date indicated on the Notice to Proceed issued by the Providence Housing Authority. Two (2) - 1 (one) year extensions are optional.
- Upon receipt of the Notice to Proceed, the Contractor shall sign and submit to the Authority a signed version of the Notice to Proceed no later than five (5) calendar days following the receipt of such notice.

SUB-CONTRACTING:

- Unauthorized sub-contracting is prohibited. The successful proposer shall not assign any right, nor delegate any duty for the work proposed pursuant to this Request for Proposals (including, but not limited

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to, selling or transferring the contract) without the prior written consent of the Authority. Any purported assignment of interest or delegation of duty, without the prior written consent of the Authority shall be void and may result in the cancellation of the contract with the Authority or may result in the full or partial forfeiture of funds paid to the successful bidder as a result of the proposed contract.

- The Contractor shall not award work to any subcontractor other than those listed in his / her submitted bid or without the prior written approval of the Authority.

CHANGE ORDERS:

- Any request for additional work not covered under this Request for Proposals and subsequent contract documents shall be first submitted to and approved by the Authority's representative prior to any changes being implemented.
- The ordering of equipment, additional services, or features that include recurring or singular chargers must be authorized by the Sr. Project Manager.
- Change Orders must be listed as a separate line item in pay requisitions (whether compensable or non-compensable).
- Bidders must email any request for change orders for approval to the Sr. Project Manager, to justify any additional substitutions or costs / time required.

BREACH OF AGREEMENT:

- If the Contractor fails to fulfill its obligations under a contract in a timely and proper manner or if it shall violate any of the terms of a contract, the PHA shall have the right to immediately terminate such contract and withhold payments in excess of fair compensation for work completed. The term "breach of agreement" specifically includes, but is not limited to, failure to comply with any applicable Federal, State or Local laws or regulations.

TERMINATION:

- The PHA shall have the right to terminate a contract at any time and reserves the right to terminate a contract for its convenience or in the event it shall abandon or indefinitely postpone the program. Such termination shall be accomplished by written notice delivered to the Contractor. Payment to the Contractor shall be made for work performed prior to receipt of the termination notice, together with the Contractor's reasonable, subject to PHA approval, cost for closing down its work, and the Contractor shall have no claim for loss of anticipated profits or any additional compensation.
- Despite the above, the Contractor shall not be relieved of liability to the PHA for damages sustained by virtue of any breach by the Contractor.

TERMINATION OF CONTRACT FOR CAUSE:

- If, through any cause, the Contractor shall fail to fulfill in timely and proper manner the obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the Authority shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Contractor under this Contract shall, at the option of the Authority, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.
- Despite the above, the Contractor shall not be relieved of liability to the Authority for damages sustained by the Authority by virtue of any breach of the Contract by the Contractor, and the Authority may withhold any payments to the Contractor for the purpose of setoff until such time as the exact amount of damages due the Authority from the Contractor is determined.

TERMINATION OF CONVENIENCE OF AUTHORITY:

- The Authority may terminate this Contract at any time by a notice in writing from the Authority to the Contractor. If the Contract is terminated by the Authority for Convenience, the Contractor will be paid an amount that bears the same ratio to the total compensation as the services actually performed bear

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to the total services covered by this Contract, less payments of compensation previously made: Provided, however, that if less than sixty per cent (60%) of the services covered by this Contract have been performed upon the effective date of such termination, the Contractor may be reimbursed for that portion of the actual out-of-pocket expenses (not otherwise reimbursed under this Contract) incurred by the Contractor during the Contract period that are directly attributable to the uncompleted portion of the services covered by this Contract. If this Contract is terminated due to the fault of the Contractor, Termination for Cause or Convenience will be determined by the Authority in its sole discretion.

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BID PACKAGE INSTRUCTIONS

General Information:

Please complete all sections of the RFP and provide the information requested. If additional material is required for one or more questions, please label attachments clearly and reference them in your response. Your response to this RFP will serve as the basis for the consideration of your potential as the vendor.

All research and work performed hereunder must be done in an independent and unbiased manner. Entities or parties having business, personal or social ties to affordable housing will not be precluded from submitting a Proposal in response to this RFP, but all Proposals must be unbiased toward any special interest group, housing variable category, or population demographic. Any connection to a specific group must be disclosed in the Proposal.

Project:

The Providence Housing Authority (PHA) is accepting proposals from qualified and experienced vendors for ELEVATOR PREVENTIVE MAINTENANCE, TESTING AND EMERGENCY 24/7 REPAIR SERVICES on the following sites.

<u>Property:</u>	<u>Property Address:</u>
1. Hartford Park	300 Hartford Street
2. Hartford Resident Services	50 Laurel Hill Avenue
3. Kilmartin Plaza	160 Benedict
4. Dexter Manor I	100 Broad Street
5. Dexter Manor II	100 Broad Street
6. Carroll Tower	243 Smith Street
7. Dominica Manor	100 Atwells Avenue
8. Parenti Villa	25 Tobey Street

Contract Period:

- 3 years.
- 2-year extension optional
- Exact dates will be specified in "Notice to Proceed." And will override any other dates otherwise written or communicated.

Proposals Due:

Thursday, November 16th, 2023, prior to 10AM Local Time or EST

- All bids must be received before the above deadline.
- The Authority will not be responsible for the receipt of bids not properly submitted.

Pre-Bid Meeting:

- Wednesday, November 1st, 2023, at 10AM
- Address: 40 Laurel Hill Ave., Providence RI
 - Property Tour to Follow

RFI Procedures:

- Allow a minimum of seventy-two (72) hours for a response to any RFI's.
- Final RFI's must be received by 12:00 PM on Friday, November 3rd, 2023
- No RFI's will be addressed after the above deadline.
- All requests for information (**RFI**) must be sent via e-mail to Consultant of Record Syska Hennessy Group Attention Janet Moore, LEED AP, QEI and copy Jeffrey Bent, Senior Project Manager.
 - jbent@provhousing.org.
 - jmoore@syska.com

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Proposal Submission Instructions:

Since the authority will not be aware of all who may submit proposals, it is the responsibility of all proposers to inquire after any amendment(s) issued to this RFP prior to their submittal. Proposers are responsible for reviewing the entire RFP package, scope of work, amendments (if any), and any other information contained in this Request for Proposals. **All bids are considered final and must be submitted before the deadline.**

Each proposal will be initially reviewed to determine if it meets the submission requirements as stated in this RFP. The PHA, in its sole discretion, will reject a response as non-responsive if:

- The forms furnished by PHA are not used or are altered;
- The proposed service costs are not submitted in the format required or attached as directed;
- If all required forms do not accompany the proposal;
- If there are unauthorized additions, conditional or alternative proposals, or irregularities of any kind that may tend to make the proposal incomplete, indefinite, or ambiguous;
- If the proposer adds any provisions reserving the right to accept or reject any award or to enter into a contract pursuant to an award;
- The PHA determines the proposed cost is beyond what the agency deems is reasonable and / or what it may be able to spend on the project.

Rejection:

- PHA does not guarantee that a contract will be awarded because of this Request for Proposals.

Contract Term:

- The initial Contract Term:
 - Year 1-3: January 1st, 2024 to December 31st, 2026
 - Year 4-5: option to extend one (1) or two (2) years. PHA at its discretion may extend the contract for additional terms.
- *The Authority reserves the right to award contracts to multiple offerors, to reject any or all proposals, to waive for all applicants any information in the specifications or bidding process or to cancel in whole or in part this solicitation if it is in the best interest of the Authority to do so.*

Additional Offerors Credentials:

- At least five (5) years of experience with similar scope of work in this RFP for public housing authorities
- Familiarity of HUD regulations
- Offeror offices and any 3rd party offices must reside within the United States
- The offeror must include in their proposal how long after executing a contract they need to begin this endeavor.
- **Offeror shall not be barred from doing business with HUD / receiving Federal Funds.**

Cost Incurred in Responding:

- All costs directly or indirectly related to preparation of a response to this Request for Proposals, or any oral presentation required to supplement and / or clarify the submittal which may be required by the PHA shall be the sole responsibility of and shall be borne by Offeror.
- Each firm by submitting its proposal waives any claim for liability against the PHA as to loss, injury, and costs or expenses, which may be incurred as a consequence of its response to this document.

No Deposit / No Retainer:

- PHA will not pay any deposits or retainer fees.
- Each firm by submitting its proposal waives any claim for liability against the PHA as to loss, injury and costs or expenses, which may be incurred as a consequence of its response to this document. The PHA will only pay the successful Respondent(s) for actual work performed.

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Proposal Evaluation:

- **Proposal Opening Results.** It is understood by all proposers / prospective proposers that the proposals received are not publicly opened and the results will typically not be a matter of public record until the Agency has concluded all evaluations, has chosen a final top-rated proposer, has completed the award and is ready to issue such results. When the Agency issues such notice, the Agency will inform all proposers as to each proposer's placement as a result of the evaluation (i.e., 1st, 2nd, 3rd, etc.) and the total points each proposer was awarded as a result of the evaluation.
- All proposal documents submitted by the proposers are not necessarily a matter of public record and as a matter of normal course, the proposals submitted by each proposer will not, until after award has been completed, be available to be viewed by any interested parties except as approved by the Agency Legal Counsel (i.e., a proposer will not, prior to completion of award, be allowed to challenge an apparent top-rated proposer by inspecting the proposal that the apparent top-rated proposer submitted). The Agency shall, however, upon request, verify that the proposal documents submitted are/were acceptable.
- Proposers will be required to demonstrate their ability to perform the work based on their prior work history, experience, satisfactory references, technical proficiency, and ability to provide qualified manpower.

Award of Proposal(s):

- The successful proposer shall be the person / firm who, as determined by this RFP's detailed evaluation process, is the top-rated responsive and responsible proposer. This also requires that his / her proposal is reasonable, he / she can deliver the specified items in a timely manner and the proposal is, in the opinion of the Agency, in the Agency's best interest to accept the proposal. All proposers will be notified in a timely manner of the results of the evaluation after award has been completed.

Rejection of Proposals:

- The Agency reserves the right, at any time during the proposal process, to reject any or all proposals received. In the case of rejection of all proposals, the Agency reserves the right to advertise for new proposals or to proceed to do the work otherwise, if in the judgment of the Agency, the best interest of the Agency will be promoted.
- Prospective proposers acknowledge by downloading and receiving the RFP documents and / or by submitting a proposal that the submission of a proposal to the Agency is not a right by which to be awarded that proposal, but merely an offer by the prospective proposer to perform the requirements of the RFP documents in the event the Agency decides to consider an award to that proposer.

Cancellation of Award:

- The Agency reserves the right to, without any liability, cancel the award of any proposal(s) at any time before the execution of the contract documents by all parties.

Right to Negotiate Final Fees:

- The Agency shall retain the right to negotiate the amount of fees that are paid to the successful proposer, meaning the fees proposed by the top-rated proposer during negotiations may, at the Agency's options, be the basis for the beginning of negotiations. Such negotiations shall begin after the Agency has chosen a top-rated proposer. If such negotiations are not, in the opinion of the Project Manager, successfully concluded within 5 business days, the Agency shall retain the right to end such negotiations and begin negotiations with the next-rated proposer.

Contract Conditions:

- The following provisions are considered mandatory conditions of any contract award made by the Agency pursuant to this RFP:
- **Contract Form.** The Agency will not execute a contract on the successful proposer's form. Contracts will only be executed on the Agency form, and by submitting a proposal the successful proposer agrees to do so (please note that the Agency reserves the right to amend this form as the Agency deems

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necessary). However, the Agency will during the RFP process (prior to the submittal deadline) consider any contract clauses that the proposer wishes to include therein and submits in writing a request for the Agency to do so; but the failure of the Agency to include such clauses does not give the successful proposer the right to refuse to execute the Agency's contract form. It is the responsibility of each prospective proposer to notify the Agency, in writing, prior to submitting a proposal, of any contract clause that he/she is not willing to include in the final executed contract and abide by. The Agency will consider and respond to such written correspondence, and if the prospective proposer is not willing to abide by the Agency's response (decision), then that prospective proposer shall be deemed ineligible to submit a proposal.

- **HUD Forms.** Please note that the Agency 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 RFP.

Contract Compliance Statement:

- The Offeror shall state their compliance with all applicable rules and regulations of Federal, State and Local governing entities and that they are not excluded from Federal procurement programs. The offeror must state compliance with the terms of this Request for Proposals (see attachments).
- The Offeror must demonstrate that the proposal meets **all** applicable rules, regulations, permitting, registration, and licensing requirements, whether Local, State or Federal. It is the responsibility of the Offeror to determine the applicability of any rule, regulation, or other requirement.

Equal Employment Opportunity:

- The Offeror shall affirm that it does not have or subscribe to any personnel policy which permits or allows for discrimination in the employment promotion, demotion, dismissal or laying off of any individual due to his/her race, creed, color, national origin, age, gender, gender identity, disability, or any other protected class, and that it has not been charged or found guilty of such discriminatory practices.

Diversity Business Enterprise (DBE) Program Requirements:

- Consistent with Presidential Executive Orders 11625, 12138, and 12432, the proposer shall make efforts to ensure that minority, women, and small business enterprises are utilized whenever possible. Efforts to achieve minority, women and small business participation shall include, but shall not be limited to:
- Placing qualified small and minority businesses and women's business enterprises on solicitation lists.
- Ensuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources.
- Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises.
- Establishing delivery schedules, where the requirements of the contract permit, which encourage participation by small and minority businesses and women's business enterprises.
- Using the services and assistance of the U.S. Small Business Administration, the Minority Business Development Agency of the U.S. Department of Commerce, and State and local governmental small business agencies.
- Firms submitting proposals are encouraged to consider subcontracting portions of the engagement to small firms owned or controlled by socially and economically disadvantaged individuals. The proposed subcontracting firms must be clearly identified in the proposal. Following the award of the contract, no additional subcontracting of services provided herein will be allowed without the express prior written consent of the PHA.

Licenses & Permits:

- The contractor will ensure all required licensing requirements are met.
- The Contractor and Contractor's employees and agents shall secure and maintain in force such licenses and permits as are required by law and shall conform to all Federal, State, and local laws, ordinances, and regulations covering the work under the contract.
- The Contractor shall provide to the Authority copies of these and any other required licenses.
- Failure to maintain licenses in current status during this Contract shall constitute a material breach.
- The Authority is exempt from the payment of any and all taxes and fees to the State of Rhode Island and City of Providence.

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- The Offeror is responsible for complying with all governmental licensing requirements and associated business regulations whether Local, State or Federal. It is the responsibility of the Offeror to determine the applicability of any rule, regulation or other training or certification requirement.

Insurance:

- The winning bidder will be required to name the Authority as an additional insured and maintain the insurance for the duration of the Contract.
- The winning bidder will be required to provide a certificate of comprehensive liability / auto / workers compensation insurance.
- The winning bidder shall furnish the Authority a Certificate of Insurance evidencing that, Builder's Risk (Fire and Extended Coverage) Insurance on all work in place and / or materials stored at the construction site, including foundations and building equipment, is in force.
- Proof of such coverage's must be presented to the Authority upon request.
- Failure to maintain insurance as required during the term(s) of this Contract shall constitute a material breach thereof.
- The Contractor is responsible for the full cost of any loss.

The Agency's Reservation of Rights:

- **Right to Contract with One or Multiple Contractors.**
- **Right to retain all proposals submitted in response to this RFP**, and no firm shall be allowed to withdraw said proposal for a period of **90** days after the deadline for receiving proposals without the written consent of the PHA Contracting Officer (CO).
- **Right to Reject, Waive, or Terminate this RFP.** Reject any or all proposals, to waive any informality in this RFP process, or to terminate the RFP process at any time, if deemed by the Agency to be in its best interests.
- **Right to Not Award.** Not to award a contract pursuant to this RFP.
- **Right to Terminate.** Terminate a contract awarded pursuant to this RFP, at any time for its convenience upon ten (10) days written notice to the successful proposer(s).
- **Right to Determine Time and Location.** Determine the days, hours, and locations that the successful proposer(s) shall provide the services called for in this RFP.
- **Right to Negotiate.** Negotiate the fees proposed by the proposer entity.
- **Right to Reject Any Proposal.** Reject and not consider any proposal that does not meet the requirements of this RFP, including but not necessarily limited to incomplete proposals and / or proposals offering alternate or non-requested services.
- **No Obligation to Compensate.** Have no obligation to compensate any proposer for any costs incurred in responding to this RFP.

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PROPOSAL CONTENT AND FORMAT

The PHA intends to retain the firm(s) pursuant to a "**Best Value**" basis, not a "**Low Bid**" basis ("Best Value," in that PHA will, as detailed in the following section, consider factors other than cost in making an award(s)). To allow for easier comparison of responses during evaluation, all responses must contain the following tabs and include page numbers in the following format with components clearly identified by cover page:

Tab 1: Executive Summary:

The Executive Summary must include a clear statement of the respondent's understanding of this RFP and the objectives of the PHA. At a minimum, include an outline of the proposer's firm, identification of the proposer or proposer's team and any sub-contractors that would be a part of the team, a description of the responsibilities of the project team, and a summary of the services to be provided.

Tab 2: Experience, Qualifications, and Personnel Listing:

The proposer must provide detailed information and documentation under this section describing their relevant experience, qualifications, and personnel to perform the work. Included in this section are:

- The number of years the firm has been in practice.
- The proposer's qualifications, relevant experience, and ability of staff to successfully perform the required services.
- The names, qualifications, education, skills, and specific experience of staff who will provide the services.

Tab 3: Scope of Services:

Describe in detail how the firm will deliver the scope of services. Include a detailed description of tasks, deliverables, and timeframes as follows:

- **Emergency Services** - Describe in detail how the firm will react to calls received for inoperable elevators in both entrapment and non-entrapment situations during both work hour time frames and overtime situations. Response time and process including time arrivals and departures as well as large component repair such as elevator drives, etc.
- **Maintenance Services and Inspections** - Describe in detail the maintenance process and communication such as inspection reports in sections and response to inspection violations.

Tab 4: Implementation Plan:

Provide a detailed overview regarding the implementation of the proposed service plan and devices. Include information on covered and non-covered components.

Tab 5: Technical Support:

Provide a detailed overview of your ongoing support including tracking of elevator breakdowns trends, reporting and recommendations to rectify trending breakdowns.

Tab 6: Fee Proposal and Cost Analysis Forms (Attachment 2):

Each proposer must provide a proposed fee and in the proscribed forms to PHA for the listed project **in a sealed envelope attached only to TAB 6 in the original copy of the submission**. Please note that the fee proposal for this service is inclusive of all elements required to deliver and present the scope of services as specified herein.

Vendor should provide a detailed breakdown of the following:

- **Maintenance Cost for first 3 years of the contract**
- **Maintenance Cost for one and two additional years**
- **Cost of emergency repair service:**
 - **Straight time – first 3 years and 2 additional years**
 - **Overtime - first 3 years and 2 additional years**
- **Other Costs:** Include costs for services provided that are not detailed above such as device upgrade costs for obsolete components (i.e. special hourly rate not emergency service rate), etc.
 - **Note:** as stated in attachment one (1), the following is not billable; first two (2) hours related to service calls, travel times or increases due to fuel costs, pandemics, etc.

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Tab 7: Required HUD and PHA Forms (Appendix A):

All forms must be fully completed and submitted under this section as part of the response submittal.

- COMPANY PROFILE FORM
- HUD 5369-C CERTIFICATIONS & REPRESENTATIONS OF OFFERORS FOR NON-CONSTRUCTION CONTRACT
- NON-COLLUSIVE AFFIDAVIT
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PROPOSAL EVALUATION FACTORS

The criteria for evaluating these proposals will be based on the items set forth in the Request for Proposals (RFP). If an award is made based on this solicitation, it will be made to the top rated **responsive and responsible** "Offeror" which in the judgment of the Agency, best meets the factors presented in this RFP and the long-term goals and needs of the Agency. Additionally, a Contract resulting from this RFP shall be subject to all other requirements or restraints that may be imposed by the U.S. Department of Housing and Urban Development (HUD).

Proposals will be evaluated:

- Each response received will be first evaluated for responsiveness (i.e., meets the minimum requirements).
- Responsive submissions will then be evaluated by a PHA review committee.
- PHA reserves the right to invite a proposer(s) to provide a presentation to the review committee.
- Using the five (5) factors and their respective assigned values as follows:

Factor #	Factor Description	Max Point Value
A	Years in the business, current clients/ available personnel during work hours and off / extent of current workload vs. staff <ul style="list-style-type: none"> • Response time data with current clients • Elevator Breakdown analytics for clients under current maintenance agreements • A proven track record of response time to service calls (data) • Confidence in supplying the PHA data, analytics and recommendation on trending breakdowns. 	25
B	Monthly Maintenance Cost	20
C	Service Call Costs – Straight Time/ Over Time	20
D	Understanding of Service needed: <ul style="list-style-type: none"> • Ability to deliver service within an acceptable timeframe and an understanding of the process with items in place to ensure success across our enterprise knowing we have various elevator models. • Demonstrated ability to work with city officials such as inspectors, etc. 	20
E	Devices and Equipment: <ul style="list-style-type: none"> • Knowledge of current elevators and their components and or willingness to train current staff • Items covered / not covered clearly defined 	15
		100
	Women and Minority Business Enterprises (W/MBE) Women and Minority Business Enterprises (W/MBE) Bonus: An additional six (6) points will be added to the final score for companies that are registered as such. Businesses registered as such are required to submit a copy of their Certification to earn these additional points. The State of Rhode Island Office of Diversity, Equity & Opportunity website has more information regarding the certification process and defines the category of individuals that can certify as a W/MBE. Minority Business Enterprise (MBE) means a business enterprise that is at least 51% owned and controlled by one or more minorities or socially and economically disadvantaged persons. Such disadvantages may arise from cultural, racial, chronic economic circumstances or other similar causes. Women’s Business Enterprise (WBE) is an independent business concern that is at least 51% owned and controlled by one or more women who are U.S. citizens or Legal Resident Aliens; whose business formation and principal place of business are in the U.S. or its territories; and whose management and daily operation is controlled by a woman with industry expertise.	6 bonus points

PROVIDENCE HOUSING AUTHORITY

PROPOSAL EVALUATION METHOD

1. Initial Evaluation for Responsiveness:

Each proposal received will first be evaluated for responsiveness (i.e. meets the minimum of the requirements).

2. Evaluation Packet:

An evaluation packet will be prepared for each evaluator, including the following documents:

- Instructions to Evaluators
- Proposal Tabulation Form
- Written Narrative Form for each proposer
- Copy of all pertinent RFP documents

3. Evaluation Committee:

The Agency anticipates selecting a minimum of a three-person committee to evaluate each of the responsive "hard copy" proposals submitted in response to this RFP. PLEASE NOTE: No proposer shall be informed at any time during or after the RFP process as to the identity of any evaluation committee member. If, by chance, a proposer does become aware of the identity of such person(s), he / she SHALL NOT make any attempt to contact or discuss with such person anything related to this RFP. The designated Project Manager is the only person at The Agency that the proposers shall contact pertaining to this RFP. Failure to abide by this requirement may (and most likely will) cause such proposer(s) to be eliminated from consideration for award.

4. Evaluation:

The appointed evaluation committee, independent of the Contracting Officer or any other person at The Agency, shall evaluate the responsive proposals submitted and award points pertaining to Evaluation Factors. Upon final completion of the proposal evaluation process, the evaluation committee will forward the completed evaluations to the Contracting Officer.

5. Points Awarded Range:

Pertaining to the Subjective Factors, please note the following range of points awarded

Classification*	Rating	%
Acceptable	Excellent	95%/+
Acceptable	Very Good	90%/+
Potentially Acceptable	Good	80%/+
Potentially Acceptable	Average	75%/+
Unacceptable	Poor	<75%

*Pursuant to Section 7.2.N.3 of HUD Procurement Handbook 7460.8 REV 2.

6. Potential "Competitive Range" or "Best and Finals" Negotiations:

The Agency reserves the right to, as detailed within Section 7.2.N through Section 7.2.R of HUD Procurement Handbook 7460.8 REV 2, conduct a "Best and Finals" Negotiation, which may include oral interviews, with any individual / firms deemed to be in the competitive range. Any individual / firm deemed not to be in the competitive range shall be notified of such in writing by The Agency in as timely a manner as possible, but in any case within no longer than ten (10) days after the beginning of such negotiations with the individual / firms deemed to be in the competitive range.

7. Determination of Top-ranked Proposer:

The points awarded by the evaluation committee will be forwarded to the Project Manager who will tally each of the scoring sheets to determine the highest score.

PROVIDENCE HOUSING AUTHORITY

If the evaluation was performed to the satisfaction of the Project Manager, the final rankings will be submitted for final approval and review. Contract negotiations may, at the Agency's option, be conducted prior to or after approval.

8. Minimum Evaluation Results:

To be considered to receive an award, a proposer must receive a total calculated average of at least 75 points (of the 100 total possible points).

9. Ties:

In the case of a tie in points awarded, the award shall be decided as detailed within Section 6.12.C of HUD Procurement Handbook 7460.8 REV 2, by "drawing lots or other random means of selection."

10. Notice of Results of Evaluation:

If an award is completed, all proposers will receive by e-mail a Notice of Results of Evaluation. Such notice shall inform all proposers of:

- Which proposer received the award;
- Where each proposer placed in the process as a result of the evaluation of the proposals received;

11. Restrictions:

All persons having familial (including in-laws) and / or employment relationships (past or current) with principals and / or employees of a proposer entity will be excluded from participation on the Agency evaluation committee. Similarly, all persons having ownership interest in and / or contract with a proposer entity will be excluded from participation on the Agency evaluation committee.

PROVIDENCE HOUSING AUTHORITY

APPENDIX A

Forms to be filled out and returned to PHA with the bid package.

- COMPANY PROFILE FORM
- HUD 5369-C: CERTIFICATIONS & REPRESENTATIONS OF OFFERORS FOR NON-CONSTRUCTION CONTRACTS
- NON-COLLUSIVE AFFIDAVIT (Notarized)
- CLIENT REFERENCES FORM
- LIST OF SUBCONTRACTORS
- VENDOR DISCLOSURE AGREEMENT
- FAIR EMPLOYMENT PRACTICE STATEMENT (Notarized)
- CERTIFICATION FOR CONTRACTS, GRANTS, LOAN, AND COOPERATIVE AGREEMENT (Notarized)
- CONTINGENT FEES STATEMENT (Notarized)

PROVIDENCE HOUSING AUTHORITY

COMPANY PROFILE FORM

Company: _____

Address: _____

Email: _____

Phone: _____

Please attach a brief biography / resume of the company, including the following information:

- a) Year Firm Established;
- b) Year Firm Established in RI, if applicable;
- c) Former Name and Year Established, if applicable;
- d) Name of Parent Company and Date Acquired, if applicable;
- e) Number of RPCAs the Firm Has Complete for Public Housing Authorities

IDENTIFY PRINCIPALS / PARTNERS IN FIRM

Name	Title	% Of Ownership

Identify the individual(s) that will act as project manager(s) and any other supervisory personnel that will work on the project and submit a brief resume for each.

Name	Title

Proposer Diversity Statement: You must circle all of the following that apply to the ownership of this firm and enter where provided the correct percentage (%) of ownership of each:

Caucasian American (Male)	Public-Held Corporation	Government Agency	Non-Profit Organization
%	%	%	%

Minority Business Enterprise (MBE) or Woman-Owned Business Enterprise (WBE). Qualifies by virtue of fifty-one percent (51%) or more of ownership and active management by one or more of the following:

African American	Native American	Hispanic American	Asian/Pacific American	Hasidic Jew
%	%	%	%	%
Asian/Indian American	Woman-Owned (WBE)	Woman-Owned (Caucasian)	Disabled Veteran	Other (Specify)
%	%	%	%	%

PROVIDENCE HOUSING AUTHORITY

WMBE Certification Number: _____

Certified By: _____

(NOTE: A CERTIFICATION NUMBER IS NOT REQUIRED TO PROPOSE – ENTER IF AVAILABLE)

Federal Tax ID Number: _____

State of RI License Type and Number: _____

Worker's Compensation Insurance Carrier: _____

Policy Number: _____ **Expiration Date:** _____

General Liability Insurance Carrier: _____

Policy Number: _____ **Expiration Date:** _____

Professional Liability Insurance Carrier: _____

Policy Number: _____ **Expiration Date:** _____

FELONY DISCLOSURE

Has any principal(s) or any person(s) proposed to perform the work ever been convicted of a felony?

Yes () / No ()

If "Yes," please attach a full detailed explanation, including dates, circumstances, and current status.

PLEASE NOTE: The Agency reserves the right to not make award to any proposer that has principal or staff who has been convicted of a felony if the Agency believes that doing so is in its best interests.

DEBARRED STATEMENT

Has this firm or any principal(s) ever been debarred from providing any services by the Federal Government, any state government, the State of Rhode Island, or any local government agency? **Yes () / No ()**

If "Yes," please attach a full detailed explanation, including dates, circumstances, and current status.

Does this firm or any principal(s) have any current / past personal or professional relationship with any Officer or Commissioner of the Providence Housing Authority? **Yes () / No ()**

If "Yes," please attach a full detailed explanation, including dates, circumstances, and current status.

The undersigned proposer hereby states that by completing and submitting this form, he / she is verifying that all information provided herein is, to the best of his / her knowledge, true and accurate, and agrees that if the Providence Housing Authority discovers that any information entered herein is false, that shall entitle the Providence Housing Authority to not consider, make award, or cancel any award with the undersigned party.

Company: _____

Address: _____

Printed Name: _____

Signature: _____

Title: _____

Date: _____

Certifications and Representations of Offerors

Non-Construction Contract

Public reporting burden for this collection of information is estimated to average 5 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

This form includes clauses required by OMB's common rule on bidding/offering procedures, implemented by HUD in 24 CFR 85.36, and those requirements set forth in Executive Order 11625 for small, minority, women-owned businesses, and certifications for independent price determination, and conflict of interest. The form is required for nonconstruction contracts awarded by Housing Agencies (HAs). The form is used by bidders/offerors to certify to the HA's Contracting Officer for contract compliance. If the form were not used, HAs would be unable to enforce their contracts. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality.

1. Contingent Fee Representation and Agreement

(a) The bidder/offeror represents and certifies as part of its bid/offer that, except for full-time bona fide employees working solely for the bidder/offeror, the bidder/offeror:

(1) has, has not employed or retained any person or company to solicit or obtain this contract; and

(2) has, has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

(b) If the answer to either (a)(1) or (a) (2) above is affirmative, the bidder/offeror shall make an immediate and full written disclosure to the PHA Contracting Officer.

(c) Any misrepresentation by the bidder/offeror shall give the PHA the right to (1) terminate the resultant contract; (2) at its discretion, to deduct from contract payments the amount of any commission, percentage, brokerage, or other contingent fee; or (3) take other remedy pursuant to the contract.

2. Small, Minority, Women-Owned Business Concern Representation

The bidder/offeror represents and certifies as part of its bid/offer that it:

(a) is, is not a small business concern. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR 121.

(b) is, is not a women-owned small business concern. "Women-owned," as used in this provision, means a small business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.

(c) is, is not a minority enterprise which, pursuant to Executive Order 11625, is defined as a business which is at least 51 percent owned by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals.

For the purpose of this definition, minority group members are:

(Check the block applicable to you)

- | | |
|---|---|
| <input type="checkbox"/> Black Americans | <input type="checkbox"/> Asian Pacific Americans |
| <input type="checkbox"/> Hispanic Americans | <input type="checkbox"/> Asian Indian Americans |
| <input type="checkbox"/> Native Americans | <input type="checkbox"/> Hasidic Jewish Americans |

3. Certificate of Independent Price Determination

(a) The bidder/offeror certifies that—

(1) The prices in this bid/offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder/offeror or competitor relating to (i) those prices, (ii) the intention to submit a bid/offer, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this bid/offer have not been and will not be knowingly disclosed by the bidder/offeror, directly or indirectly, to any other bidder/offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the bidder/offeror to induce any other concern to submit or not to submit a bid/offer for the purpose of restricting competition.

(b) Each signature on the bid/offer is considered to be a certification by the signatory that the signatory:

(1) Is the person in the bidder/offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above (insert full name of person(s) in the bidder/offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder/offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the bidder/offeror deletes or modifies subparagraph (a)2 above, the bidder/offeror must furnish with its bid/offer a signed statement setting forth in detail the circumstances of the disclosure.

4. Organizational Conflicts of Interest Certification

(a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under a proposed contract and a prospective contractor's organizational, financial, contractual or other interest are such that:

- (i) Award of the contract may result in an unfair competitive advantage;
- (ii) The Contractor's objectivity in performing the contract work may be impaired; or
- (iii) That the Contractor has disclosed all relevant information and requested the HA to make a determination with respect to this Contract.

(b) The Contractor agrees that if after award he or she discovers an organizational conflict of interest with respect to this contract, he or she shall make an immediate and full disclosure in writing to the HA which shall include a description of the action which the Contractor has taken or intends to eliminate or neutralize the conflict. The HA may, however, terminate the Contract for the convenience of HA if it would be in the best interest of HA.

(c) In the event the Contractor was aware of an organizational conflict of interest before the award of this Contract and intentionally did not disclose the conflict to the HA, the HA may terminate the Contract for default.

(d) The Contractor shall require a disclosure or representation from subcontractors and consultants who may be in a position to influence the advice or assistance rendered to the HA and shall include any necessary provisions to eliminate or neutralize conflicts of interest in consultant agreements or subcontracts involving performance or work under this Contract.

5. Authorized Negotiators (RFPs only)

The offeror represents that the following persons are authorized to negotiate on its behalf with the PHA in connection with this request for proposals: (list names, titles, and telephone numbers of the authorized negotiators):

6. Conflict of Interest

In the absence of any actual or apparent conflict, the offeror, by submission of a proposal, hereby warrants that to the best of its knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement, as described in the clause in this solicitation titled "Organizational Conflict of Interest."

7. Offeror's Signature

The offeror hereby certifies that the information contained in these certifications and representations is accurate, complete, and current.

Signature & Date:

Typed or Printed Name:

Title:

PROVIDENCE HOUSING AUTHORITY

NON-COLLUSIVE AFFIDAVIT

State of _____

County of _____

_____ being first duly sworn, deposes and says:

That (he / she) is (the owner / partner / officer) of the firm of:

the party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or of any other bidder, to fix overhead, profit, or cost element of said bid price, or that of any other bidder, or to secure any advantage against the Housing Authority of the City of Providence, Rhode Island, or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

Signature & Title:

Owner: if the bidder is an individual
Partner: if the bidder is a partnership
Officer: if the bidder is a corporation

Subscribed and sworn to before me this

_____ day of _____, 20__.

(Notary Public)

My commission expires _____, 20__

PROVIDENCE HOUSING AUTHORITY

LIST OF SUBCONTRACTORS

The Respondent must identify whether they intend to use any subcontractors for the scope of work for which it is responding and/or if the response is a joint venture with another firm. All information required from the Respondent under the preceding sections must also be included for any major Subcontractors (defined as 10% or more of project work) or from any joint venture.

Company Name: _____
Trade: _____
Address: _____
Contact Person: _____
Email: _____
Phone Number: _____
SAM.gov ID Number: _____

Company Name: _____
Trade: _____
Address: _____
Contact Person: _____
Email: _____
Phone Number: _____
SAM.gov ID Number: _____

Company Name: _____
Trade: _____
Address: _____
Contact Person: _____
Email: _____
Phone Number: _____
SAM.gov ID Number: _____

PROVIDENCE HOUSING AUTHORITY

VENDOR DISCLOSURE AGREEMENT

Entity Completing Form: _____
Address: _____
Company Contact Name: _____
Telephone: _____

The Providence Housing Authority requires the following written disclosure prior to award:

Every contractor, union, or vendor that is seeking or has previously obtained a contract, change order, or individual transactions in an aggregate of \$3,000.00, shall provide to the Procurement Office a written disclosure of any conflicts of interest that may exist.

Relationship to a Providence Housing Authority employee, Board Member, or Agent* involved in making the award. A relationship can be defined as: father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, or half-sister; a partner; or an organization which employs, is negotiating to employ, or has an arrangement concerning prospective employment of any of the above.

* Agent is defined as the Providence Housing Authority legal counsel

- I certify that I am not related to a Providence Housing Authority employee, Board member, or Agent
- I am not aware of any relatives being employed by the Providence Housing Authority
- I am related to an individual and disclose the following information:

Name(s) of Individual(s):
Address(es) of Individual(s):

I certify that all the information above is true and complete. I also understand that if my situation changes during any contractual period, that I will disclose the change in writing to the Procurement Officer at the PHA>

Signature: _____
Date: _____

PROVIDENCE HOUSING AUTHORITY

FAIR EMPLOYMENT PRACTICE STATEMENT

STATE OF _____

COUNTY OF _____

After being first duly sworn according to law, the undersigned (Affiant) states that he/she is _____ of _____ (Offeror) and that by its employment policy, standards and practices the Offeror does not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal of, laying off of any individual due to his/her race, creed, color, national origin, age sex, disability or any other protected class.

Signature

Type/Print Name

Subscribed and sworn to before me this

_____ day of _____, 20_____.

(Notary Public)

My commission expires _____, 20_____

PROVIDENCE HOUSING AUTHORITY

CERTIFICATION FOR CONTRACTS, GRANTS, LOAN, AND COOPERATIVE AGREEMENT

The undersigned certifies, to the best of his or her knowledge and belief, that:

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any persons, for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- 3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Executed this ____ day of _____, 20__

By: _____
(Signature of Authorized Official)

(Printed Name of Authorized Official)

Subscribed and sworn to before me this

_____ day of _____, 20__.

(Notary Public)

My commission expires _____, 20__

PROVIDENCE HOUSING AUTHORITY

CONTINGENT FEES STATEMENT

State of _____

County of _____

In accordance with the Providence Housing Authority's policy, it is a breach of ethical standards for a person to be retained, or to upon an agreement or understanding for a contingent commission, percentage, or brokerage fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business. After being first duly sworn according to law, the undersigned (affiant) states that he/she is the _____, of _____ (Offeror) and that the Offeror has not retained anyone in violation of the foregoing.

And further Affiant sayeth not.

By: _____

Title: _____

Subscribed and sworn to before me this

_____ day of _____, 20_____.

(Notary Public)

My commission expires _____, 20_____

PROVIDENCE HOUSING AUTHORITY

APPENDIX B

- PHA AGREEMENT FOR SERVICES (SAMPLE)
- PART II – TERMS AND CONDITIONS

PROVIDENCE HOUSING AUTHORITY

SAMPLE AGREEMENT FOR SERVICES

Contract No. XX-XXX

THIS AGREEMENT, is made and entered into this **Month, Day, Year** by and between **VENDOR NAME** located on Address, a [State of Incorporation] Corporation, hereinafter called the "**Contractor**" and **The Housing Authority of the City of Providence, Rhode Island**, a public body and a body corporate and politic existing under the General Laws of the State of Rhode Island, hereinafter called the "**Authority**":

WITNESSETH, that the Contractor and the Authority, for the considerations stated herein, mutually agree:

ARTICLE 1. Statement of Work

The Contractor shall furnish all labor, materials, and services to perform the **Elevator Service and Maintenance Contract** project for all locations of the Housing Authority throughout the City of Providence in accordance with: all applicable HUD rules and regulations, Part II – Additional Terms and Conditions, the Authority's Request for Proposals, dated XX/XX/XXXX, and the Contractor's Proposal, dated XX/XX/XXXX, all of which are hereby incorporated by reference and made a part hereof.

The specific deliverables are: _____

ARTICLE 2. The Contract Price

The Authority shall pay the Contractor for the performance of this contract, in current funds, subject to additions and deductions as provided herein, the sum of **XXXX and 00/100 Dollars (\$X,XXX.00)**.

ARTICLE 3. Method of Payment

Portions of the contract price (ARTICLE 2) shall be paid within thirty (30) days of receipt of an approved invoice. If the delivery of any service and / or material purchased under this contract is provided in stages, then for each of the agreed stages, a partial payment will be made. The Contractor is issued **Contract Number XX-XXX** by the Authority. This number must be indicated on all invoices in order to be processed for payment.

Billing Address: ATTN Finance
 Providence Housing Authority
 100 Broad Street,
 Providence, RI 02903

Email Invoices: Finance@provhousing.org

ARTICLE 4. Time of Performance

The **Elevator Service and Maintenance Contract** project will commence on or about **XX/XX/XXXX** and shall be completed on or before **XX/XX/XXXX**.

ARTICLE 5. Contract Documents

The Contract shall consist of the following component parts:

- a. This Instrument
- b. Part II – Additional Terms & Conditions
- c. Request for Proposals, Dated, Month XX, 202X
- d. Contractor's Proposal, Dated Month XX, 202X
- e. Amendments (if any)
- f. HUD and PHA Required Forms
- g. City of Providence, Rhode Island Forms (if required)

ARTICLE 8. Additional Compliance

Contractor shall comply with all pertinent Federal, state, and municipal laws and regulations, and all pertinent Amendments thereto, including but not limited to:

- Federal and State Confidentiality, Privacy and Data Security;
- Title VII of the Civil Rights Act of 1964;
- The Pregnancy Discrimination Act;
- The Equal Pay Act of 1963;
- The Age Discrimination in Employment Act of 1967;
- Title I of the Americans with Disabilities Act of 1990;

PROVIDENCE HOUSING AUTHORITY

- Sections 102 and 103 of the Civil Rights Act of 1991;
- Sections 501 and 505 of the Rehabilitation Act of 1973;
- The Genetic Information Nondiscrimination Act of 2008; and
- Executive Order 11246 as Amended, including Parts I through IV.
- Vendors, Non-Affiliated Third Parties, and Contractors shall implement and maintain reasonable data security procedures and practices appropriate to the size and scope of the organization, the nature of the information, and the purpose for which the information was collected to protect the Personal Information (PI) from Unauthorized Access, Use, Modification, Destruction, or Disclosure.

THIS INSTRUMENT, together with the other documents enumerated in ARTICLE 5, are fully a part of the Contract as if hereto attached and constitutes the entire agreement between the parties. This Agreement shall not be modified except in writing signed by both parties. If any provision in any component part of this Contract conflicts with any provision of any other component part, the provision required by HUD, and/or provision(s) most beneficial to the Authority, shall govern.

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

Witness

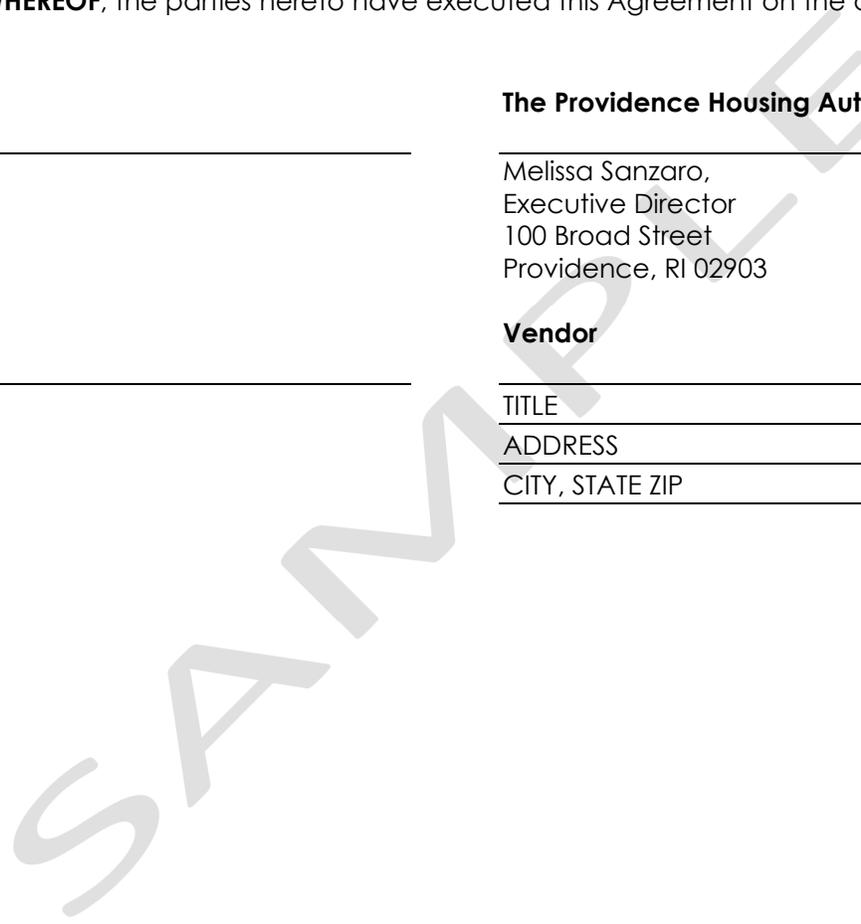
The Providence Housing Authority

Melissa Sanzaro,
Executive Director
100 Broad Street
Providence, RI 02903

Witness

Vendor

TITLE
ADDRESS
CITY, STATE ZIP

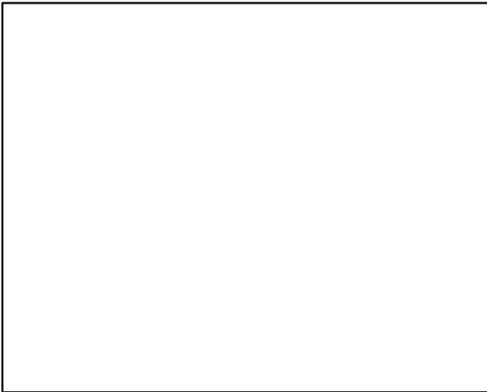


PROVIDENCE HOUSING AUTHORITY

CERTIFICATION

I, _____, certify that I am the _____ of the corporation named as Contractor herein, that _____ who signed this contract on behalf of the Contractor, was then Vice President of said corporation, that said Contract was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers:

[Corporate Seal]



By: _____

{THIS AREA INTENTIONALLY BLANK}

SAMPLE

PROVIDENCE HOUSING AUTHORITY

PART II - TERMS & CONDITIONS

1. Breach of Agreement

If the Contractor fails to fulfill its obligations under a contract in a timely / proper manner or if it shall violate any contract terms, the PHA shall have the right to immediately terminate such contract and withhold payments in excess of fair compensation for work completed. The term "breach of agreement" includes, but is not limited to, failure to comply with any applicable Federal, State or Local laws or regulations.

2. Termination

The PHA shall have the right to terminate a contract at any time and reserves the right to terminate a contract for its convenience or in the event it shall abandon or indefinitely postpone the program. Such termination shall be accomplished by written notice delivered to the Contractor. Payment to the Contractor shall be made for work performed prior to receipt of the termination notice, together with the Contractor's reasonable, subject to PHA approval, cost for closing down its work, and the Contractor shall have no claim for loss of anticipated profits or any additional compensation.

Despite the above, the Contractor shall not be relieved of liability to the PHA for damages sustained by virtue of any breach by the Contractor.

3. Termination of Contract for Cause

If, through any cause, the Contractor shall fail to fulfill in timely and proper manner the obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the Authority shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Contractor under this Contract shall, at the option of the Authority, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.

Despite the above, the Contractor shall not be relieved of liability to the Authority for damages sustained by the Authority by virtue of any breach of the Contract by the Contractor, and the Authority may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due the Authority from the Contractor is determined.

4. Termination for Convenience of Authority

The Authority may terminate this Contract any time by a notice in writing from the Authority to the Contractor. If the Contract is terminated by the Authority for Convenience, the Contractor will be paid an amount that bears the same ratio to the total compensation as the services actually performed bear to the total services covered by this Contract, less payments of compensation previously made: Provided, however, that if less than sixty percent (60%) of the services covered by this Contract have been performed upon the effective date of such termination, the Contractor may be reimbursed for that portion of the actual out-of-pocket expenses (not otherwise reimbursed under this Contract) incurred by the Contractor during the Contract period that are directly attributable to the uncompleted portion of the services covered by this Contract. If this Contract is terminated due to the fault of the Contractor, Termination for Cause or Convenience will be determined by the Authority in its sole discretion.

5. Changes

The Authority may, from time to time, request changes in the Scope of Services from the Contractor to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, shall only be effective if prior written agreement by the Authority's Contracting Officer is obtained. Such agreement(s) shall be considered written amendments to this Contract.

6. Personnel

- a. The Contractor represents that they have, or will secure at their own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the Authority.
- b. All services required hereunder will be performed by the Contractor or under their supervision, and all personnel engaged in the work shall be fully qualified and authorized or permitted under State and local law to perform such services.
- c. No person who is serving sentence in a penal or correctional institution shall be employed on work under this Contract.

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7. Anti-Kickback Rules

Salaries of architects, draftsmen, technical engineers, and technicians performing work under this Contract shall be paid unconditionally and not less often than once a month without deduction or rebate on any account except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the "Anti-kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; title 18 U.S.C., section 874; and title 40 U.S.C., section 276c). The Contractor shall comply with all applicable "Anti-kickback" regulations and shall insert appropriate provisions in all subcontracts covering work under this Contract to ensure compliance by subcontractors with such regulations and shall be responsible for the submission of affidavits required of subcontractors thereunder except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

8. Withholding of Salaries

If, in the performance of this Contract, there is any underpayment of salaries by the Contractor or by any subcontractor thereunder, the Authority shall withhold from the Contractor out of payments due to him an amount sufficient to pay to employees underpaid the difference between the salaries required to be paid and the salaries actually paid such employees for the total number of hours worked. The amounts withheld shall be dispersed by the Authority for and on account of the Contractor or subcontractor to the respective employees to whom they are due.

9. Claims and Disputes Pertaining to Salary Rates

Claims and disputes pertaining to salary rates or to classifications of architects, draftsmen, technical engineers, and technicians performing work under this Contract shall be promptly reported in writing by the Contractor to the Authority for the latter's decision which shall be final.

10. Equal Employment Opportunity

During the performance of this Contract, the Contractor agrees:

- a. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or any protected class. The Contractor shall take affirmative action to ensure that applicants are employed, and the employees are treated during employment, without regard to race, color, religion, sex, national origin, or protected class. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Authority setting forth the provisions of this nondiscrimination clause.
- b. The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants shall receive consideration for employment without regard to race, color, religion, sex or national origin.
- c. The Contractor shall cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

11. Discrimination Because of Certain Labor Matters

No person employed on the work covered by this Contract shall be discharged or in any way discriminated against because they have filed any complaint or instituted or caused to be instituted any proceeding or have testified or are about to testify in any proceeding under or relating to the labor standards applicable hereunder to their employer.

12. Compliance with Local Laws

The Contractor shall comply with all applicable laws, ordinances, and codes of the State and local governments, and shall commit no trespass on any public or private property in performing any of the work embraced by this Contract.

13. Subcontracting

None of the services covered by this Contract shall be subcontracted without the prior written consent of the Authority. The Contractor shall be as fully responsible to the Authority for the acts and omissions of their subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons directly employed by them.

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Unauthorized sub-contracting is prohibited. The successful proposer shall not assign any right, nor delegate any duty for the work proposed pursuant to this RFB (including, but not limited to, selling or transferring the contract) without the prior written consent of the PHA. Any purported assignment of interest or delegation of duty, without the prior written consent of the PHA, shall be void and may result in the cancellation of the contract with the PHA or may result in the full or partial forfeiture of funds paid to the successful proposer as a result of the proposed contract.

14. Assignability

The Contractor shall not assign any interest in this Contract and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the Authority: Provided, however, that claims for money due or to become due the Contractor from the Authority under this Contract may be assigned to a bank, trust company, or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Authority.

15. Interest of Members of Authority

No member of the governing body of the Authority, and no other officer, employee, or agent of the Authority who exercises any functions or responsibilities in connection with the carrying out of the Project to which this Contract pertains, shall have any personal interest, direct or indirect, in this Contract.

16. Interest of Other Local Public Officials

No member of the governing body of the locality in which the Project Area is situated, and no other public official of such locality, who exercises any functions or responsibilities in the review/approval of the carrying out of the Project of this Contract, shall have any personal interest, direct or indirect, in this Contract.

17. Interest of Certain Federal Officials

No member of or Delegate to the Congress of the United States, and no Resident Commissioner, shall be admitted to any share or part of this Contract or to any benefit to arise herefrom.

18. Interest of Contractor

The Contractor covenants that they presently have no interest and shall not acquire any interest, direct or indirect, in the above-described Project Area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of their services hereunder. The Contractor further covenants that in the performance of this Contract no person having any such interest shall be employed.

19. Findings Confidential

All of the reports, information, data, etc., prepared or assembled by the Contractor under this Contract are confidential and the Contractor agrees that they shall not be made available to any individual or organization without the prior written approval of the Authority.

20. Royalties and Patents

The Contractor shall pay all royalties and license fees. It shall defend all suits or claims for infringement of any patent rights and shall save the Authority harmless from loss on account thereof; except that the Authority shall be responsible for all such loss when a particular design, process or the product of a particular manufacturer or manufacturers is specified and the Contractor has no reason to believe that the specified design, process, or product is an infringement. If, however, the Contractor has reason to believe that any design, process, or product specified is an infringement of a patent, the Contractor shall promptly notify the Contracting Officer. Failure to give notice shall make the Contractor responsible for resultant loss.

21. Examination and Retention of Contractor's Records

- a. The Authority, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until three (3) years after final payment under this Contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.
- b. The Contractor shall include in first-tier subcontracts under this contract a clause substantially the same as paragraph (a). "Subcontract," as used in this clause, excludes purchase orders below \$10,000.00.
- c. The periods of access and examination in paragraphs (a) and (b) above for the record relating to (1) appeals, (2) litigation or settlement of claims arising from the performance of this contract, or (3) costs and expenses of this contract to which the Authority, HUD, or Comptroller General or any of the duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims or exceptions.

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22. Warranty of Title

The Contractor warrants good title to all materials, supplies, and equipment incorporated in the work and agrees to deliver the premises together with all improvements thereon or any material delivered under this contract free from any claims, liens or charges, and agrees further that neither it nor any other person, firm or corporation shall have any right to a lien upon the premises or anything appurtenant thereto.

23. Insurance

The Contractor is required to obtain an endorsement to the comprehensive general liability policy to include owners' and contractors' protective liability coverage to protect the Authority from any claims arising from the contractor's operations. Before beginning work, the Contractor and each subcontractor shall furnish the Authority with Certificates of Insurance showing that the following insurance is in force and will insure all operations under the contract. All insurance shall be carried with companies that are financially responsible and authorized to do business in Rhode Island.

- A. **Workers' Compensation Insurance** in accordance with Rhode Island Worker's Compensation Laws for all employees engaged under this contract. Employer's Liability Coverage in the minimum amount of \$100,000 for each occurrence.
- B. **Offeror's Professional and Commercial Liability Insurance.** Professional liability insurance coverage of at least \$1,000,000. Bodily injury and property damage combined single limit in the minimum amount of \$1,500,000 each occurrence, \$2,000,000 aggregate.
- C. **Automobile Liability Insurance** on owned, non-owned and hired motor vehicles used on or in connection with the site(s) for a combined single limit for bodily injury and property damage of not less than \$1,000,000 per occurrence.

Items labeled A. through C. shall have coverage in the minimum amount of \$1,500,000 each occurrence, \$2,000,000 aggregate.

- D. **Cyber Liability Insurance** coverage of at least \$1M, with sub-limits of at least \$500,000.00 in each category.
- E. The Certificates of Insurance noted in paragraphs A, B, C and D shall indicate that the policy holder has added the Authority as an Additional Insured. Within ten (10) days of Award of work, Contractor shall provide the PHA with a copy of the actual Insurer's policy endorsement evidencing it has added the PHA as an Additional Insured on Contractor's policy(ies).
- F. Hold Harmless and Indemnification. Nothing in this Agreement shall be construed to mean that Providence the Housing Authority assumes any liability for damages or otherwise on account of accidents to persons or property, including but not limited to accidents arising or resulting from Contractor's operations. Contractor shall be solely responsible for supervising all of its own, and its sub-contractors, and operations, including but not limited to losses arising from the willful and/or negligent actions of its own and its sub-contracted staff and all personal injuries occurring on site.
- G. Indemnification. Except to the extent caused by the negligence of the Housing Authority, Contractor shall indemnify, protect and hold harmless the Housing Authority to the fullest extent permitted by law from and against all liabilities, costs (including reasonable attorney fees), losses and claims of any kind or nature imposed on, incurred by, or asserted against the Housing Authority arising out of the active or passive negligence or willful actions of Contractor, and/or its sub-contractors, in any way connected with the completion of the work and its/their operations. Contractor shall, at its own expense, pay all expenses and provide attorneys reasonably acceptable to the Housing Authority to defend and/or seek enforcement of the provisions hereof on behalf of the Housing Authority in matters regarding the indemnity contained herein. The terms and conditions of this provision shall survive the term/period of performance of this Agreement.

24. Additional Provisions

- a. **Prohibition Against Gratuities:** It shall be a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therefore.

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- b. **Prohibition Against Kickbacks:** It shall be a breach of ethical standards for any payment gratuity or offer of employment to be made by or on behalf of a sub consultant under a contract to the prime contractor or any person associated therewith, as an inducement for the award of a subcontract or order.
- c. **Assignment-Consent Required:** The provisions of a contract shall inure to the benefit of and shall be binding upon the respective successors and assignees of the parties hereto. Such contract nor any of the rights and obligations of the Contractor hereunder shall not be assigned, subcontracted, or transferred in whole or in part without the prior written consent of the PHA. Any such assignment transfer or subcontract shall not release the Contractor from its obligation hereunder. Any approved assignee shall assume each and every obligation of the Contractor hereunder and PHA may contract with or reimburse any such assignee without waiving any of its rights against the Contractor.
- d. **Entire Contract:** Such contract shall set forth the entire Agreement between the parties with respect to the subject matter hereof, and shall govern the respective duties and obligations of the parties until and unless a more formal Agreement is entered into between the parties.
- e. **Force Majeure:** No party to such contract shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by any act of God, force majeure, storm, fire, casualty, civil disturbance, riot, war, national emergency, act of Government, act of public enemy or other cause of similar nature beyond its control.
- f. **Ownership of Documents:** All data and records prepared or obtained under this Agreement shall be made available, upon request, to the PHA without restriction or limitation on their use.
- g. **Access to Records:** The Contractor shall maintain books, records, documents, and other evidence directly pertinent to performance of work under this Agreement in accordance with accepted professional practice and appropriate accounting procedures and practices. Audits conducted pursuant to this provision shall be in accordance with generally accepted auditing standards and formally established audit regulations, procedures and guidelines of the reviewing or audit agency.

The PHA shall have exclusive ownership of all proprietary interest in, and the right to full and exclusive possession of all data, information, materials, and documents obtained, discovered, or produced by Contractor pursuant to the terms of this Contract, including but not limited to reports, memoranda, letters, or other correspondence and materials obtained during the performance of services or tasks under this Contract.

- h. **Personally Identifiable Information (PII) and Findings Confidential:** Contractor agrees to comply with the Privacy Act of 1974 (the Act) and all rules and regulations issued pursuant to it in the collection and use of protected Personally Identifiable Information. And, all reports, information, data, etc., prepared or assembled by or for the Contractor and/or PHA under this Agreement containing private or confidential of recipients of public housing assistance (except as may be expressly authorized) or any other such protected information shall not be made available to any individual or organization other than the PHA without the prior written approval of the PHA.

Contractor also agrees to comply with the RI Identity Theft Protection Act and all other pertinent data security and cyber security: laws, HUD regulations and commercially reasonable best practices.

- i. **Modification of Contract:** Such Contract may be modified only by written amendment executed by all parties.
- j. **Partnerships/Joint Ventures:** Such Agreement shall not in any way be construed or intended to create a partnership or joint venture between the parties or among any of the parties. None of the parties of a contract shall hold itself out in a manner contrary to the terms of this RFP. No party shall become liable for any representation, act, or omission of any other party contrary to the terms of this RFP.
- k. **Waiver:** No waiver of any provision of such contract shall affect the right of the Authority thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.

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APPENDIX C

EEOC REQUIREMENTS

- STANDARD FEDERAL E.E.O (EXECUTIVE ORDER 11246)
- LAWS ENFORCED BY E.E.O.C

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STANDARD FEDERAL E.E.O (EXECUTIVE ORDER 11246)

Executive Order 11246 — Equal Employment Opportunity

SOURCE: The provisions of Executive Order 11246 of Sept. 24, 1965, appear at 30 FR 12319, 12935, 3 CFR, 1964–1965 Comp., p.339, unless otherwise noted.

Under and by virtue of the authority vested in me as President of the United States by the Constitution and statutes of the United States, it is ordered as follows:

PART I — NONDISCRIMINATION IN GOVERNMENT EMPLOYMENT

[Part I superseded by EO 11478 of Aug. 8, 1969, 34 FR 12985, 3 CFR, 1966–1970 Comp., p. 803]

PART II - NONDISCRIMINATION IN EMPLOYMENT BY GOVERNMENT CONTRACTORS AND SUBCONTRACTORS

Subpart A – Duties of the Secretary of Labor

SEC. 201

The Secretary of Labor shall be responsible for the administration and enforcement of Parts II and III of this Order. The Secretary shall adopt such rules and regulations and issue such orders as are deemed necessary and appropriate to achieve the purposes of Parts II and III of this Order.

[Sec. 201 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

Subpart B – Contractors' Agreements

SEC. 202

Except in contracts exempted in accordance with Section 204 of this Order, all Government contracting agencies shall include in every Government contract hereafter entered into the following provisions:

During the performance of this contract, the contractor agrees as follows:

- a. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- b. The contractor will, in all solicitations or advancements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- c. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- d. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- e. The contractor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- f. The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will

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permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- g. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- h. The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

[Sec. 202 amended by EO 11375 of Oct. 13, 1967, 32 FR 14303, 3 CFR, 1966–1970 Comp., p. 684, EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230, EO 13665 of April 8, 2014, 79 FR 20749, EO 13672 of July 21, 2014, 79 FR 42971]

SEC. 203

- a. Each contractor having a contract containing the provisions prescribed in Section 202 shall file, and shall cause each of his subcontractors to file, Compliance Reports with the contracting agency or the Secretary of Labor as may be directed. Compliance Reports shall be filed within such times and shall contain such information as to the practices, policies, programs, and employment policies, programs, and employment statistics of the contractor and each subcontractor, and shall be in such form, as the Secretary of Labor may prescribe.
- b. Bidders or prospective contractors or subcontractors may be required to state whether they have participated in any previous contract subject to the provisions of this Order, or any preceding similar Executive order, and in that event to submit, on behalf of themselves and their proposed subcontractors, Compliance Reports prior to or as an initial part of their bid or negotiation of a contract.
- c. Whenever the contractor or subcontractor has a collective bargaining agreement or other contract or understanding with a labor union or an agency referring workers or providing or supervising apprenticeship or training for such workers, the Compliance Report shall include such information as to such labor union's or agency's practices and policies affecting compliance as the Secretary of Labor may prescribe: Provided, that to the extent such information is within the exclusive possession of a labor union or an agency referring workers or providing or supervising apprenticeship or training and such labor union or agency shall refuse to furnish such information to the contractor, the contractor shall so certify to the Secretary of Labor as part of its Compliance Report and shall set forth what efforts he has made to obtain such information.
- d. The Secretary of Labor may direct that any bidder or prospective contractor or subcontractor shall submit, as part of his Compliance Report, a statement in writing, signed by an authorized officer or agent on behalf of any labor union or any agency referring workers or providing or supervising apprenticeship or other training, with which the bidder or prospective contractor deals, with supporting information, to the effect that the signer's practices and policies do not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, or national origin, and that the signer either will affirmatively cooperate in the implementation of the policy and provisions of this Order or that it consents and agrees that recruitment, employment, and the terms and conditions of employment under the proposed contract shall be in accordance with the purposes and provisions of the order. In the event that the union, or the agency shall refuse to execute such a statement, the Compliance Report shall so certify and set forth what efforts have been made to secure such a statement and such additional factual material as the Secretary of Labor may require.

[Sec. 203 amended by EO 11375 of Oct. 13, 1967, 32 FR 14303, 3 CFR, 1966–1970 Comp., p. 684; EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230, EO 13672 of July 21, 2014, 79 FR 42971]

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SEC. 204

- a. The Secretary of Labor may, when the Secretary deems that special circumstances in the national interest so require, exempt a contracting agency from the requirement of including any or all of the provisions of Section 202 of this Order in any specific contract, subcontract, or purchase order.
- b. The Secretary of Labor may, by rule or regulation, exempt certain classes of contracts, subcontracts, or purchase orders (1) whenever work is to be or has been performed outside the United States and no recruitment of workers within the limits of the United States is involved; (2) for standard commercial supplies or raw materials; (3) involving less than specified amounts of money or specified numbers of workers; or (4) to the extent that they involve subcontracts below a specified tier.
- c. Section 202 of this Order shall not apply to a Government contractor or subcontractor that is a religious corporation, association, educational institution, or society, with respect to the employment of individuals of a particular religion to perform work connected with the carrying on by such corporation, association, educational institution, or society of its activities. Such contractors and subcontractors are not exempted or excused from complying with the other requirements contained in this Order.
- d. The Secretary of Labor may also provide, by rule, regulation, or order, for the exemption of facilities of a contractor that are in all respects separate and distinct from activities of the contractor related to the performance of the contract: provided, that such an exemption will not interfere with or impede the effectuation of the purposes of this Order: and provided further, that in the absence of such an exemption all facilities shall be covered by the provisions of this Order.

[Sec. 204 amended by EO 13279 of Dec. 16, 2002, 67 FR 77141, 3 CFR, 2002 Comp., p. 77141 – 77144]

Subpart C – Powers and Duties of the Secretary of Labor and the Contracting Agencies

SEC. 205

The Secretary of Labor shall be responsible for securing compliance by all Government contractors and subcontractors with this Order and any implementing rules or regulations. All contracting agencies shall comply with the terms of this Order and any implementing rules, regulations, or orders of the Secretary of Labor. Contracting agencies shall cooperate with the Secretary of Labor and shall furnish such information and assistance as the Secretary may require.

[Sec. 205 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 206

- a. The Secretary of Labor may investigate the employment practices of any Government contractor or subcontractor to determine whether or not the contractual provisions specified in Section 202 of this Order have been violated. Such investigation shall be conducted in accordance with the procedures established by the Secretary of Labor.
- b. The Secretary of Labor may receive and investigate complaints by employees or prospective employees of a Government contractor or subcontractor which allege discrimination contrary to the contractual provisions specified in Section 202 of this Order.

[Sec. 206 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 207

The Secretary of Labor shall use his/her best efforts, directly and through interested Federal, State, and local agencies, contractors, and all other available instrumentalities to cause any labor union engaged in work under Government contracts or any agency referring workers or providing or supervising apprenticeship or training for or in the course of such work to cooperate in the implementation of the purposes of this Order. The Secretary of Labor shall, in appropriate cases, notify the EEOC, the Department of Justice, or other appropriate Federal agencies whenever it has reason to believe that the practices of any such labor organization or agency violate Title VI or Title VII of the Civil Rights Act of 1964 or other provision of Federal law.

[Sec. 207 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 208

- a. The Secretary of Labor, or any agency, officer, or employee in the executive branch of the Government designated by rule, regulation, or order of the Secretary, may hold such hearings, public or private, as the Secretary may deem advisable for compliance, enforcement, or educational purposes.
- b. The Secretary of Labor may hold, or cause to be held, hearings prior to imposing, ordering, or recommending the imposition of penalties and sanctions under this Order. No order for debarment of any

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contractor from further Government contracts under Section 209(6) shall be made without affording the contractor an opportunity for a hearing.

Subpart D – Sanctions and Penalties

SEC. 209

In accordance with such rules, regulations, or orders as the Secretary of Labor may issue or adopt, the Secretary may:

- a. Publish, or cause to be published, the names of contractors or unions which it has concluded have complied or have failed to comply with the provisions of this Order or of the rules, regulations, and orders of the Secretary of Labor.
- b. Recommend to the Department of Justice that, in cases in which there is substantial or material violation or the threat of substantial or material violation of the contractual provisions set forth in Section 202 of this Order, appropriate proceedings be brought to enforce those provisions, including the enjoining, within the limitations of applicable law, of organizations, individuals, or groups who prevent directly or indirectly, or seek to prevent directly or indirectly, compliance with the provisions of this Order.
- c. Recommend to the Equal Employment Opportunity Commission or the Department of Justice that appropriate proceedings be instituted under Title VII of the Civil Rights Act of 1964.
- d. Recommend to the Department of Justice that criminal proceedings be brought for the furnishing of false information to any contracting agency or to the Secretary of Labor as the case may be.
- e. After consulting with the contracting agency, direct the contracting agency to cancel, terminate, suspend, or cause to be cancelled, terminated, or suspended, any contract, or any portion or portions thereof, for failure of the contractor or subcontractor to comply with equal employment opportunity provisions of the contract. Contracts may be cancelled, terminated, or suspended absolutely or continuance of contracts may be conditioned upon a program for future compliance approved by the Secretary of Labor.
- f. Provide that any contracting agency shall refrain from entering into further contracts, or extensions or other modifications of existing contracts, with any noncomplying contractor, until such contractor has satisfied the Secretary of Labor that such contractor has established and will carry out personnel and employment policies in compliance with the provisions of this Order.

Pursuant to rules and regulations prescribed by the Secretary of Labor, the Secretary shall make reasonable efforts, within a reasonable time limitation, to secure compliance with the contract provisions of this Order by methods of conference, conciliation, mediation, and persuasion before proceedings shall be instituted under subsection (a)(2) of this Section, or before a contract shall be cancelled or terminated in whole or in part under subsection (a)(5) of this Section.

[Sec. 209 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 210

Whenever the Secretary of Labor makes a determination under Section 209, the Secretary shall promptly notify the appropriate agency. The agency shall take the action directed by the Secretary and shall report the results of the action it has taken to the Secretary of Labor within such time as the Secretary shall specify. If the contracting agency fails to take the action directed within thirty days, the Secretary may take the action directly.

[Sec. 210 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 211

If the Secretary shall so direct, contracting agencies shall not enter into contracts with any bidder or prospective contractor unless the bidder or prospective contractor has satisfactorily complied with the provisions of this Order or submits a program for compliance acceptable to the Secretary of Labor.

[Sec. 211 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 212

When a contract has been cancelled or terminated under Section 209(a)(5) or a contractor has been debarred from further Government contracts under Section 209(a)(6) of this Order, because of noncompliance with the contract provisions specified in Section 202 of this Order, the Secretary of Labor shall promptly notify the Comptroller General of the United States.

[Sec. 212 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

PROVIDENCE HOUSING AUTHORITY

Subpart E – Certificates of Merit

SEC. 213

The Secretary of Labor may provide for issuance of a United States Government Certificate of Merit to employers or labor unions, or other agencies which are or may hereafter be engaged in work under Government contracts, if the Secretary is satisfied that the personnel and employment practices of the employer, or that the personnel, training, apprenticeship, membership, grievance and representation, upgrading, and other practices and policies of the labor union or other agency conform to the purposes and provisions of this Order.

SEC. 214

Any Certificate of Merit may at any time be suspended or revoked by the Secretary of Labor if the holder thereof, in the judgment of the Secretary, has failed to comply with the provisions of this Order.

SEC. 215

The Secretary of Labor may provide for the exemption of any employer, labor union, or other agency from any reporting requirements imposed under or pursuant to this Order if such employer, labor union, or other agency has been awarded a Certificate of Merit which has not been suspended or revoked.

PART III – NONDISCRIMINATION PROVISIONS IN FEDERALLY ASSISTED CONSTRUCTION CONTRACTS

SEC. 301

Each executive department and agency, which administers a program involving Federal financial assistance shall require as a condition for the approval of any grant, contract, loan, insurance, or guarantee thereunder, which may involve a construction contract, that the applicant for Federal assistance undertake and agree to incorporate, or cause to be incorporated, into all construction contracts paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to such grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the provisions prescribed for Government contracts by Section 202 of this Order or such modification thereof, preserving in substance the contractor's obligations thereunder, as may be approved by the Secretary of Labor, together with such additional provisions as the Secretary deems appropriate to establish and protect the interest of the United States in the enforcement of those obligations. Each such applicant shall also undertake and agree (1) to assist and cooperate actively with the Secretary of Labor in obtaining the compliance of contractors and subcontractors with those contract provisions and with the rules, regulations and relevant orders of the Secretary, (2) to obtain and to furnish to the Secretary of Labor such information as the Secretary may require for the supervision of such compliance, (3) to carry out sanctions and penalties for violation of such obligations imposed upon contractors and subcontractors by the Secretary of Labor pursuant to Part II, Subpart D, of this Order, and (4) to refrain from entering into any contract subject to this Order, or extension or other modification of such a contract with a contractor debarred from Government contracts under Part II, Subpart D, of this Order.

[Sec. 301 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 302

- a. "Construction contract" as used in this Order means any contract for the construction, rehabilitation, alteration, conversion, extension, or repair of buildings, highways, or other improvements to real property.
- b. The provisions of Part II of this Order shall apply to such construction contracts, and for purposes of such application the administering department or agency shall be considered the contracting agency referred to therein.
- c. The term "applicant" as used in this Order means an applicant for Federal assistance or, as determined by agency regulation, other program participant, with respect to whom an application for any grant, contract, loan, insurance, or guarantee is not finally acted upon prior to the effective date of this Part, and it includes such an applicant after he/she becomes a recipient of such Federal assistance.

SEC. 303

- a. The Secretary of Labor shall be responsible for obtaining the compliance of such applicants with their undertakings under this Order. Each administering department and agency is directed to cooperate with the Secretary of Labor and to furnish the Secretary such information and assistance as the Secretary may require in the performance of the Secretary's functions under this Order.
- b. In the event an applicant fails and refuses to comply with the applicant's undertakings pursuant to this Order, the Secretary of Labor may, after consulting with the administering department or agency, take any or all of the following actions: (1) direct any administering department or agency to cancel,

PROVIDENCE HOUSING AUTHORITY

terminate, or suspend in whole or in part the agreement, contract or other arrangement with such applicant with respect to which the failure or refusal occurred; (2) direct any administering department or agency to refrain from extending any further assistance to the applicant under the program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received by the Secretary of Labor from such applicant; and (3) refer the case to the Department of Justice or the Equal Employment Opportunity Commission for appropriate law enforcement or other proceedings.

- c. In no case shall action be taken with respect to an applicant pursuant to clause (1) or (2) of subsection (b) without notice and opportunity for hearing.

[Sec. 303 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 304

Any executive department or agency which imposes by rule, regulation, or order requirements of nondiscrimination in employment, other than requirements imposed pursuant to this Order, may delegate to the Secretary of Labor by agreement such responsibilities with respect to compliance standards, reports, and procedures as would tend to bring the administration of such requirements into conformity with the administration of requirements imposed under this Order: Provided, That actions to effect compliance by recipients of Federal financial assistance with requirements imposed pursuant to Title VI of the Civil Rights Act of 1964 shall be taken in conformity with the procedures and limitations prescribed in Section 602 thereof and the regulations of the administering department or agency issued thereunder.

PART IV – MISCELLANEOUS

SEC. 401

The Secretary of Labor may delegate to any officer, agency, or employee in the Executive branch of the Government, any function or duty of the Secretary under Parts II and III of this Order.

[Sec. 401 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 402

The Secretary of Labor shall provide administrative support for the execution of the program known as the "Plans for Progress."

SEC. 403

- a. Executive Orders Nos. 10590 (January 19, 1955), 10722 (August 5, 1957), 10925 (March 6, 1961), 11114 (June 22, 1963), and 11162 (July 28, 1964), are hereby superseded and the President's Committee on Equal Employment Opportunity established by Executive Order No. 10925 is hereby abolished. All records and property in the custody of the Committee shall be transferred to the Office of Personnel Management and the Secretary of Labor, as appropriate.
- b. Nothing in this Order shall be deemed to relieve any person of any obligation assumed or imposed under or pursuant to any Executive Order superseded by this Order. All rules, regulations, orders, instructions, designations, and other directives issued by the President's Committee on Equal Employment Opportunity and those issued by the heads of various departments or agencies under or pursuant to any of the Executive orders superseded by this Order, shall, to the extent that they are not inconsistent with this Order, remain in full force and effect unless and until revoked or superseded by appropriate authority. References in such directives to provisions of the superseded orders shall be deemed to be references to the comparable provisions of this Order.

[Sec. 403 amended by EO 12107 of Dec. 28, 1978, 44 FR 1055, 3 CFR, 1978 Comp., p. 264]

SEC. 404

The General Services Administration shall take appropriate action to revise the standard Government contract forms to accord with the provisions of this Order and of the rules and regulations of the Secretary of Labor.

SEC. 405

This Order shall become effective thirty days after the date of this Order.

PROVIDENCE HOUSING AUTHORITY

LAWS ENFORCED BY EEOC

Title VII of the Civil Rights Act of 1964 (Title VII)

This law makes it illegal to discriminate against someone on the basis of race, color, religion, national origin, or sex. The law also makes it illegal to retaliate against a person because the person complained about discrimination, filed a charge of discrimination, or participated in an employment discrimination investigation or lawsuit. The law also requires that employers reasonably accommodate applicants' and employees' sincerely held religious practices, unless doing so would impose an undue hardship on the operation of the employer's business.

The Pregnancy Discrimination Act

This law amended Title VII to make it illegal to discriminate against a woman because of pregnancy, childbirth, or a medical condition related to pregnancy or childbirth. The law also makes it illegal to retaliate against a person because the person complained about discrimination, filed a charge of discrimination, or participated in an employment discrimination investigation or lawsuit.

The Equal Pay Act of 1963 (EPA)

This law makes it illegal to pay different wages to men and women if they perform equal work in the same workplace. The law also makes it illegal to retaliate against a person because the person complained about discrimination, filed a charge of discrimination, or participated in an employment discrimination investigation or lawsuit.

The Age Discrimination in Employment Act of 1967 (ADEA)

This law protects people who are 40 or older from discrimination because of age. The law also makes it illegal to retaliate against a person because the person complained about discrimination, filed a charge of discrimination, or participated in an employment discrimination investigation or lawsuit.

Title I of the Americans with Disabilities Act of 1990 (ADA)

This law makes it illegal to discriminate against a qualified person with a disability in the private sector and in state and local governments. The law also makes it illegal to retaliate against a person because the person complained about discrimination, filed a charge of discrimination, or participated in an employment discrimination investigation or lawsuit. The law also requires that employers reasonably accommodate the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or employee, unless doing so would impose an undue hardship on the operation of the employer's business.

Sections 102 and 103 of the Civil Rights Act of 1991

Among other things, this law amends Title VII and the ADA to permit jury trials and compensatory and punitive damage awards in intentional discrimination cases.

Sections 501 and 505 of the Rehabilitation Act of 1973

This law makes it illegal to discriminate against a qualified person with a disability in the federal government. The law also makes it illegal to retaliate against a person because the person complained about discrimination, filed a charge of discrimination, or participated in an employment discrimination investigation or lawsuit. The law also requires that employers reasonably accommodate the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or employee, unless doing so would impose an undue hardship on the operation of the employer's business.

The Genetic Information Nondiscrimination Act of 2008 (GINA)

Effective – November 21, 2009. This law makes it illegal to discriminate against employees or applicants because of genetic information. Genetic information includes information about an individual's genetic tests and the genetic tests of an individual's family members, as well as information about any disease, disorder or condition of an individual's family members (i.e. an individual's family medical history). The law also makes it illegal to retaliate against a person because the person complained about discrimination, filed a charge of discrimination, or participated in an employment discrimination investigation or lawsuit.

PROVIDENCE HOUSING AUTHORITY

ATTACHMENT 1

- ELEVATOR PREVENTIVE MAINTENANCE, REPAIR, TESTING AND EMERGENCY SERVICES TECHNICAL SPECIFICATIONS AND SCOPE OF WORK

PROJECT TECHNICAL SPECIFICATIONS FOR:

ELEVATOR PREVENTIVE MAINTENANCE, REPAIR, TESTING AND EMERGENCY SERVICES TECHNICAL SPECIFICATIONS AND SCOPE OF WORK

AT MULTIPLE BUILDINGS FOR INITIAL THREE-YEAR PERIOD



PROVIDENCE HOUSING AUTHORITY

DEPARTMENT OF FACILITIES MANGEMENT

40 LAUREL HILL AVENUE

PROVIDENCE, RI 02909

OCTOBER 3, 2023

**ELEVATOR PREVENTIVE MAINTENANCE, REPAIR, TESTING AND EMERGENCY
SERVICES TECHNICAL SPECIFICATIONS AND SCOPE OF WORK
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**ELEVATOR PREVENTIVE MAINTENANCE, REPAIR, TESTING AND EMERGENCY
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SECTION 14 25 00**

PART 1 GENERAL

1.01 GENERAL PROVISIONS

- A. Attention is directed to the CONTRACT AND GENERAL CONDITIONS and all Sections within DIVISION 1- GENERAL REQUIREMENTS which are hereby made a part of this Section of the Specifications.
- B. Included are the Elevators under the jurisdiction of the Providence Housing Authority.
- C. The intent of these Specifications is to provide an all-inclusive Full Preventive Maintenance Service Program complete in every respect for the Elevators.
- D. Providence Housing Authority is herein referred to as the "Authority".
- E. The successful bidder; herein referred to as "Contractor" is referred to the Instructions to Bidders, Form of Proposal and Amendments all of which are hereby made part of the Contract.
- F. Term of Contract is three (3) years with option for an additional two (2) year term.
- G. Bidder shall include in the bid submission a copy of its standard monthly preventative maintenance tasking chart for traction and passenger elevators.

1.02 INTENT

- A. The intent of this Elevator Preventive Maintenance, Repair, Testing and Emergency Services Technical Specification and Scope of Work, Section 14 25 00, is to provide a full and complete Elevator Preventive Maintenance Service Program complete in every respect covering all Elevators which guarantees 100% compliance in every respect for completion of all required services whether stated or implied.
 - 1. Redundancy in certain clauses shall be interpreted as showing emphasis to the requirement.
- B. The Authority will not be responsible for absence of any detail the Contractor may require. The Contractor will furnish all material, equipment and labor to complete this contract.
- C. The Services to be performed by the Contractor under this Contract, without limiting the generality thereof, shall consist of furnishing all material, labor, supervision, permits, fees, tools, supplies, related expenses, testing and all required reporting necessary to provide and substantiate the completion of preventative maintenance services and repairs of every description; including, but not limited to: Inspections; Adjustments; Repairs; Tests; Replacements for the Elevators; monthly keyed testing of elevators on firefighters' service and all required full maintenance tasking on all Elevators to fully meet the contractual obligations in relation to all vertical transportation equipment.

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- D. Included but not limited is the completion of all elevator maintenance requirements as well as a bi-monthly (every two months) meeting with the Authority's designated representative to confirm completion, status of maintenance, repairs, testing, work above the scope of the contract and other relevant matters.
 - 1. Contractor shall submit monthly to the Authority confirmation of completed maintenance tasking as identified in Section 2.04: STANDARDS OF PERFORMANCE.
- E. All material and equipment furnished shall be new and in perfect condition.
- F. The Authority's interpretation of specifications shall be final and binding upon the Contractor.
- G. The Authority will make no allowance or concession to a Contractor of any alleged misunderstanding or deception because of quantity, quality, character, location or other conditions.
- H. The Elevator Preventive Maintenance Technical Specification is to set forth the maintenance services and other required work to be provided by the Contractor for all Elevators. This specification is to be used as the basis and guideline to the minimum requirements for preventive maintenance tasking for the covered equipment.
- I. Elevator Contractor shall provide monthly dedicated maintenance tasking on each Elevator listed under the jurisdiction of the Authority.
- J. Response time:
 - 1. On all Call Backs and Emergency Call Backs there shall be a minimum of two (2)-hour response time.
 - 2. On all entrapments there shall be a minimum of one (1)-hour or less response time.
 - a. The Elevator Contractor shall maintain communication with the Authority on status of arrival.
 - b. Upon arrival as well as departure from the site, the Elevator Contractor shall call Dispatch at (401)-421-3325.

1.03 SUMMARY OF MAINTENANCE SERVICES

- A. Work Included: The Contractor shall monthly, regularly and systematically examine, adjust, lubricate, clean and when conditions warrant, repair or replace, but not limited to all items and components thereof and all other mechanical or electrical equipment for all Elevator Equipment detailed in this Section 14 25 00 – Elevator Preventive Maintenance, Repair, Testing and Emergency Services Technical Specifications and Scope of Work.
- B. Preventive Maintenance Tasking
 - 1. Elevator Contractor to supply Licensed Elevator personnel to properly and fully complete all required maintenance tasking to meet their contractual obligations in

**ELEVATOR PREVENTIVE MAINTENANCE, REPAIR, TESTING AND EMERGENCY
SERVICES TECHNICAL SPECIFICATIONS AND SCOPE OF WORK
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relation to all Elevators under the jurisdiction of the Providence Housing Authority, Providence, Rhode Island.

2. Provide Full Preventive Maintenance tasking including, but not limited to, all required maintenance, repair, replacement and testing in accordance with all codes and regulations.
3. All scheduled maintenance tasking must be 100% fulfilled prior to or on the last day of each month.
4. The Elevator Preventive Maintenance, Repair, Testing and Emergency Services Technical Specifications and Scope of Work is provided as a guide and as minimum standards.

1.04 CONTRACTOR'S RESPONSIBILITY

- A. Contractor will be held to have carefully examined existing elevators and to have made all necessary investigations as to inform themselves thoroughly and fully as to facilities for delivery of materials and equipment to such facilities and to have informed themselves fully as to all requirements in complete execution of all work.
 - B. Contractor will be held to have examined all specifications and all other data or instructions pertaining to the Work.
 - C. No consideration or allowance will be granted for failure of bidders to visit sites, or for any alleged misunderstanding of materials to be furnished or work to be performed, it being understood that submittal of the fee carries with it agreements to all items and terms and conditions referred to herein.
 - D. The Contractor shall provide the Authority with contact information, such as names and telephone numbers, of the person(s) to be contacted in case of an elevator emergency service call.
 - E. The work to be performed by the Contractor under the specification shall consist of furnishing all material, labor, supervision, tools, supplies and other expenses necessary to provide full and complete preventive & maintenance services, and repairs of every description, including inspections, adjustments, tests and replacements for fourteen (14) elevators covered under this contract. (Refer to PART 2, Item 2.02- SCHEDULE OF ELEVATORS COVERED UNDER THIS CONTRACT).
 - F. The Authority reserves the right to make inspections and tests as, and when deemed, advisable. If it is found that the elevators and associated equipment are deficient either electrically or mechanically, the Contractor will be notified of these deficiencies in writing, and it shall be their responsibility to make the necessary corrections within thirty (30) calendar days after receipt of such notice. In the event that the deficiencies have not been corrected within thirty (30) calendar days, the Authority may terminate the Contract and employ a new Contractor to make the correction at the original Contractor's expense.
1. All fees incurred by the Authority will be charged to the original Contractor.

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- G. Approximately four (4) months prior to the end of the initial three (3)- year as well as optional two (2)- year contract term, the Authority or its designated representative will make a thorough maintenance inspection of all elevators covered under the contract. At the conclusion of this inspection, the Authority shall give the Contractor written notice of any deficiencies found. The Contractor shall be responsible for correction of these deficiencies within thirty (30) days after receipt of such notice.

1.05 LAWS AND PERMITS

- A. Contractor shall comply with all Federal, State and Municipal Laws and Ordinances, prepare all documents, give all notices, obtain all permits necessary for the work, pay all costs and fees for permits and inspections and obtain all certificates of inspection and approval for the work and deliver same to Authority.
- B. The Contractor will be required to provide all costs and materials required to test elevators and deliver all annual State of Rhode Island Certificates of Elevator Inspections.
- C. Each annual inspection shall be scheduled so that there is no lapse of certificates/permits coverage at any time.
 - 1. Work will include but is not limited to include all load testing work, testing work related to emergency power systems, to fire alarm systems, or any requirements of Rhode Island Department of Labor (RIDOL) to meet annual certification.
 - a. Owner to provide required generator and fire alarm personnel.
 - 2. Every test shall be scheduled in advance and fully coordinated with the Authority.
- D. All work and materials shall be in full accordance with the rules of all other departments or boards having jurisdiction.
- E. The Contractor shall immediately inform the Authority of any work or materials which violate any of the above laws and/or regulations and any work done by the Contractor causing such violations shall be corrected by the Contractor at his own expense.

1.06 DEFINITION AND TERMINOLOGY

- A. *“Addendum, Addenda”* – An Addendum is a document issued prior to the opening of the General Bids which clarifies, amends or modifies the Bidding Documents.
- B. *“Adjuster”* – A Licensed Elevator Technician whose technical adjusting capabilities falls upon a broader interpretation and level of expertise.
- C. *“Alternate Bid”* – An Alternate Bid is an amount that is either added to or deducted from the Base Bid depending on the designation on the Bid Form.
- D. *“Authority”* – The Owner and/or Awarding Authority.
- E. *“Bid”* – Bid is a proposal to do the Work for a specified sum and includes all work outlined or implied.

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- F. *“Bi-Monthly”* - Every two (2) months.
- G. *“Bonus Time Only (BTO) or Premium Rate”* – The difference between the overtime rate and the straight time rate. Also referred to as the ‘premium portion’ or ‘non-worked’ portion of the billing rate. (For example, straight time rate = \$100.00; double time rate (which does not include HWP, insurances, or other overhead rates) = \$178.00. The ‘Bonus Time Only’ Rate = \$78.00.)
- H. *“Call Back/Emergency Call Back”* - In Contract service, a customer request which requires a check of an elevator other than the regularly scheduled examination. The elevator does not need to be out of service. Call Back or Emergency Call Back is elevator out-of-service or elevator in an unsafe condition or elevator requiring repair.
- I. *“Contractor”* – Successful bidder. Awarded Bidder.
- J. *“Repair”*- A scheduled work order which generally (but not necessarily) requires a team to conduct work.
- K. *“Response Time”* – Time from the placement of the call back for emergency call back service until the time the elevator technician arrives at the site and is ready to work. For purposes of this Work, two (2) hours established. For entrapments no more than one (1) hour is established.
- L. *“Twenty-Four Hour Call Back/Emergency Call Back”*- See ‘Call Back/Emergency Call Back’- A customer request which requires a check of a designated Unit any day and any time, a.m. or p.m., holiday and weekend included. Billing to be as designated.
- M. *“Units”*- “Units” used interchangeable with “Elevators”.

1.07 CONTRACT AND CONTRACT DURATION

- A. The successful Contractor will be required to enter into a contract with the Authority covering the services outlined in this Preventive Maintenance, Repair, Testing and Emergency Services Technical Specification and Scope of Work under the Authority’s Terms and Conditions.
 - 1. Refer to General Conditions.
 - a. Term of Contract
 - 1) Three (3) Year Term
 - i. Price to be held firm for three (3) year term.
 - 2) Option of Authority for one (1), two (2) year additional term.
 - i. Price to be negotiated for optional two (2)- year term. (No more than 10% of contract pricing.)

1.08 CONFLICTS

- A. Should it appear that there is real or apparent discrepancy between different sections of

ELEVATOR PREVENTIVE MAINTENANCE, REPAIR, TESTING AND EMERGENCY SERVICES TECHNICAL SPECIFICATIONS AND SCOPE OF WORK

SECTION 14 25 00

specifications concerning nature, quality or extent of work to be furnished, it shall be assumed that Contractor has based his bid on the more expensive manner.

- B. Final decision will rest with Authority.

1.09 BILLINGS AND PAYMENT

- A. On or before the 5th of each calendar month, Contractor shall submit to the Authority an invoice containing current Contract number and agreed monthly billing amount. This billing will cover maintenance for the previous monthly period.
 - 1. Proper documentation will be provided to verify completion of all scheduled tasking.
 - 2. Failure to complete all monthly maintenance tasking and scheduled work orders may result in delay of payment until verification of completion is provided to the Authority's designated representative.
- B. **NOTE WELL:** There shall be 'No Charge' for emergency callbacks and diagnoses. "No Charge" is used to indicate that no costs or fees shall be charged to the Authority for items such as:
 - 1. No charge for travel time, travel costs or other portal-to-portal costs involved in call backs and emergency callbacks.
 - 2. No charge for all costs related to callbacks during straight-time working hours.
 - 3. No charge for costs related to the first two (2) hours of onsite work related to overtime and holiday calls and emergency callbacks.
- C. If the diagnosis indicates that repairs can be made within two (2) hours of onsite overtime work, the Contractor shall complete the repairs at no additional cost to the Authority. If the repairs will take more than two (2) hours, the Contractor shall inform the Authority so that the Authority may deny or approve that the work will be performed; and if so approved, the Authority will bear cost of only the overtime portion of the wages paid to the mechanic(s) and helper(s) for said work that is required beyond the first two (2) hours onsite.
- D. The Authority reserves the right to request that emergency callback work that may be required beyond the initial two (2) hour period be re-scheduled to be addressed during normal work hours on the next following workday.
- E. Cost of repairs or replacement of equipment that are the cause of shutdowns and found to be created by the contractor's failure to properly maintain the equipment will be repaired or replaced by the contractor at no cost to the Authority.
- F. Billings above the scope of the contract shall be invoiced separately. Invoice shall contain breakdown between labor and material, to be supplied for verification of billing.
- G. Should damage or breakdown be attributable to vandalism, the Contractor shall immediately inform the Authority's designated representative. Where feasible, the Authority's designated representative will inspect the item or damage that is due to vandalism and approve the timing of repair procedures.

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1. Contractor must provide proof of vandalism to the Authority and a written proposal prior to repairing or replacing the vandalized equipment.
2. All damaged equipment will be photographed. Said photographs will then be submitted to the Authority with Contractor's proposal within 24-hours of the reported vandalism.

H. Obsolescence

1. If breakdown or damage to an Elevator results in the determination of 'obsolescence', Contractor shall so inform Authority's representative(s). Contractor shall provide documentation from the original manufacturer or from a verifiable source to substantiate condition of obsolescence.
2. The Authority reserves the right to confirm Contractor's documentation and/or statement of obsolescence.
3. A quotation for the scope of work with a breakdown of material and labor is to be submitted to the Authority for authorization. Contractor acknowledges that failure to obtain pre-authorization for obsolescence work on the equipment may jeopardize payment by the Authority for such work.

I. The table below shows the distribution of charges under this contract:

**ELEVATOR PREVENTIVE MAINTENANCE, REPAIR, TESTING AND EMERGENCY SERVICES TECHNICAL SPECIFICATIONS AND SCOPE OF WORK
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TYPE OF CALL	INCLUDED IN BASE PRICE OF CONTRACT	ADDITIONAL CHARGE TO CONTRACT
Preventive Maintenance on all Units during the hours of 8:00 am to 4:30 pm, Monday to Friday, Excluding Holidays	X	
Regular time Emergency Callbacks on all Units during the hours of 8:00 am and 4:30 pm.	X	
Overtime Call Backs/ Emergency Call Backs – Including Holiday and Weekend.	First two (2) hours included.	X Balance of hours billed at BTO
Scheduled Repair – Regular Time Hours 8:00 am to 4:30 pm.	X	
Annual State Safety Tests and Five-Year Full Load Weight Tests (when applicable) on straight time.	X	
State Testing Conducted on Overtime.		X Billed at Overtime Rates
Scheduled Repairs during non-regular working hours, including holidays and weekends – at the request of the Authority.		X Billed at BTO
Scheduled Repairs during non-regular working hours, including holidays and weekends – at the convenience of the Contractor.	X	
Adjuster services within 48 hours due to: Two (2) duplicate call backs in one week; Three (3) duplicate call backs in one month; Due to similar conditions as noted above.	X	
Vandalism or Abuse * (Verification by Authority's Representative and/or authorization to proceed required.)		X Requires Confirmation and Approval. Billed at Established Straight Time or Overtime Rates
Obsolescence or Customized Equipment **		X Requires Confirmation and Approval. Billed at Established Straight Time or Overtime Rates

* For work attributed to vandalism, the elevator contractor shall immediately inform The Authority's Representative(s) and confirm existence of vandalism. Payment by the Authority for this work will be in accordance with established billing rates. **Failure to obtain pre-authorization for correction of vandalism work may jeopardize payment on same.** (Itemization of billing photographs and documentation to be submitted with invoicing)

** For work attributed to obsolescence or for customized manufacturing (due to obsolescence), justification from original manufacturer or sufficient detail to support obsolescence to be provided. Also required is pricing to complete work including a breakdown for labor and material. Costs shall be seventy percent (70%) of the contract price.

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J. Optional One, Two-Year Term Price Adjustment

1. The contract shall be subject to an adjustment after the initial term has been in force for three (3) years. Adjustment shall only be allowed as follows:
 - a. Prior to the inception of the optional two (2) year contract term, pricing may be adjusted no more than 10% which will remain in force for the entire optional two (2) year term.
2. Hourly labor rates commencing at the optional two-year term may be increased by no more than 3%.

1.10 WORKING HOURS

- A. Routine maintenance and repair work shall be performed during the Contractor's normal working hours. Where out of normal hours routine maintenance and repair work is authorized, the Authority will pay the difference between regular hour billing rate and regular overtime-billing rate for each hour worked.
 1. No overtime shall be paid for Contractor's failure to complete all scheduled maintenance tasking.
- B. The Contractor shall provide 24-hour emergency call back/emergency call back service for all equipment under this contract. The Contractor agrees to have an elevator technician report to the site of the emergency **within two (2) hours** after receipt of a request for such service via telephone from the Authority's representative or Dispatch Officer. This emergency call back service shall be limited to minor adjustments or repairs to provide uninterrupted elevator service.
- C. Emergency call back service shall be performed as part of this contract.
 1. Straight-Time Call Backs or Emergency Call Backs are included in the contract.
 2. Overtime Call Backs or Emergency Call Backs, first two (2) hours of on-site work included in contract. Additional approved hours billed at Bonus Time Only.
- D. The Contractor's elevator technicians are to call the Authority's Dispatch Officer of Facilities Management Department upon entering or leaving premises at (401) 421-3325. Such contact shall be made by means of company mobile telephone.
 1. **Failure of the elevator technician to properly identify their arrival as well as departure may result in non-payment of invoicing related to the call-back and/or emergency call back.**

1.11 OVERTIME

- A. The Authority's representative or Dispatch Officer may authorize the Contract to use overtime in order to expedite major repairs.
- B. This authorization shall be granted **only** in such instances where the Authority has determined that such an action is in the overall best interests.

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- C. Once such an authorization has been granted by the Authority, the Contractor shall pay the employee(s) their usual overtime-hourly rate, and the Authority will reimburse the Contractor for difference between the regular hourly rate and the overtime rate. (See 1.06: DEFINITION AND TERMINOLOGY, ITEM 'G: Bonus Time Only (BTO) or Premium Rate)

1.12 STANDARDS OF PERFORMANCE

- A. An optimum and safe level of performance in accordance with the Elevator Preventive Maintenance, Repair, Testing and Emergency Services Technical Specification and Scope of Work is to be maintained on all elevators.

1.13 QUALITY CONTROL

- A. The quality of preventive maintenance service provided by the Contractor shall be subject to inspection. At any time, the Authority or the Authority's representative may conduct a review of the condition of the equipment in relation to the maintenance standards and requirements included in these specifications. Elevator Contractor is responsible for providing an Elevator Technician to accompany the review team.
- B. In the event that the maintenance standards and requirements in this Technical Specification are not being met, Contractor has five (5) working days to respond and thirty (30) days after notification by the Authority to correct the deficiencies. Failure to correct the cited items within thirty (30) days or to provide a comprehensive plan of action and correction will result in immediate cancellation by default as referenced in Part 1, Item 1.04, Contractor's Responsibilities; 1.22, Notice to Cure; 1.23, Cancellation for Default.
- C. Elevator Contractor shall be responsible for all costs and damages in the Authority securing a new contractor to fulfill the contractual obligations.

1.14 PENALTY GUIDELINE CRITERIA

- A. Should the Contractor have repeat performance issues with conformance to the minimum two (2) hour response time, the Authority may elect to impose a penalty of \$500.00 for each incident of non-conformance.
- B. Out of Service Penalty:
 - 1. In the event an elevator is out of service for more than three days, the Authority may elect to impose a monetary penalty which will be deducted from the monthly maintenance cost of the Unit. It is imperative that Contractor maintain communication with the Authority on status of equipment repair.
 - 2. Chart below indicates possibly penalty charges, at the discretion of the Authority, should there be no or limited communication from the Contractor on the status of the Unit.

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Equipment - Days Out of Service	Penalty for each day
Day 1 to 3	No penalty
Day 4	\$100.00
Day 5 to 9	Additional \$100.00 each day
Day 10+	\$500 Daily

C. Penalties and Fines:

1. Penalties and Fines assessments will be based upon the completion date as agreed to by both the Authority and the Contractor.
 - a. It is understood should there be extenuating circumstances and prior to imposition of a penalty, the Authority will review conditions.
2. In the event the work is not completed within the agreed upon time frame, the Contractor, upon notice from The Authority of their intent to exercise this clause, shall pay the Authority a penalty as noted above.
4. The assessment of a penalty, or any portion thereof, may be waived if The Authority agrees that the work has not been completed within the agreed upon time frame due to conditions beyond the Contractor's control.
5. Once the Contractor states an elevator may be returned to service, they must first demonstrate to the Authority the corrective action taken to restore the unit to operation.

1.15 SUBCONTRACTORS

- A. Contractor shall not assign the contract, or subcontract any work to be performed thereunder, without the prior written consent of the Authority.

1.16 COMPETENCY OF CONTRACTOR

- A. The importance of maintaining the elevator equipment in a safe and satisfactory operating condition demands that the contractor, in addition to the other requirements herein provided, in order to qualify, shall prove to the satisfaction of the Authority that its firm has actively and normally been engaged, for at least the past ten years, in the maintenance, service, repair, testing and replacement of materials and equipment in elevators of the similar operation, control systems, speed and capacity as those covered by this contract.
- B. The Contractor shall use only experienced and skilled Licensed elevator technicians in the performance of the maintenance, call-back, repair and testing work. It is not necessary for all the required experience to have been acquired with the Contractor's firm.
- C. If, due to the fault or neglect of the Contractor, his agents, or employees, damage or loss of

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any of the Authority's property, equipment, stock or supplies are lost or damaged during performance of this contract, the Contractor shall be responsible for such loss or damage and the Authority, at its option, may either require the Contractor to replace all property or to reimburse the Authority for the full value of the lost or damaged property.

- D. Contractor shall show that their company has available, under their direct employment and supervision, the necessary organization, and facilities, located within 50 miles of Providence, Rhode Island, to properly fulfill all the specifications.
- E. Contractor shall submit with their bid, a notarized statement, with attachments, attesting to the following:
1. That the Contractor has maintained an organization, capable of performing the work hereinafter described, in continuous operations for at least the last five (5) years and has operating facilities located within 50 miles of Providence, Rhode Island.
 2. That the operating facility, which will service this contract is equipped, within the building or building complex, with:
 - a. Torque wrenches and other standard tools.
 - b. New replacement parts (coils, contact springs, brushes, relays, rollers, bearings and packing, where applicable).
 3. That the Contractor currently has total maintenance responsibility and contracts in effect of not less than one hundred (100) elevators, for a period of not less than five (5) years within 50 miles of Providence, Rhode Island. At least twenty (20) of the elevators must have design similar to those to be serviced under this contract.
 4. Provide the following additional company information:
 - a. Confirm replacement parts are readily available or in immediate stock.
 - b. List the names of all employees who will be responsible for this contract, their function in the company, title, state licenses (if applicable) and number of years of service with the contractor's firm. This includes administrative personnel as well as mechanics.
 - c. List the present address of the administrative headquarters of the contractor's firm, the location of the engineering department, and the location of the research and development department.
 - d. List the complete address of the facility that will service this Contract. Said facility must be within 50-miles of Providence, Rhode Island.
 - e. List other elevator maintenance contracts currently being serviced by the Contractor. Include the name of each company or agency, company representative responsible for supervising the contract and complete elevator characteristics.

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- f. Provide Standard Preventive Maintenance Check Chart Formats for Traction and Hydraulic Elevators.

1.17 PERSONNEL APPROVAL

- A. The Authority shall have the right to request information on the qualifications of any employee proposed by the Contractor for assignment to service and maintain the Authority's Units.
- B. Prior to the start of the contract, or at any change in personnel, the Contractor shall submit a resume on assigned employee(s) for review.
- C. The Authority shall have the right, at no cost to the Authority, to terminate the performance of any of Contractor's employees on this contract with seven (7) days written notice, in which event Contractor shall immediately assign a substitute if continued performance shall be required.

1.18 SAFETY, TRAINING, ENVIRONMENTAL AND OTHER STANDARDS.

- A. To ensure the Contractor performs the contractual services in accordance with the requirements of these Technical Specifications, the Elevator Contractor shall participate in scheduled bi-monthly (every two-months) meetings as required by the Authority to ensure consistent and systematic monitoring of the Elevators for quality and safe operation.
 - i. Elevator Contractor to establish the meeting schedule to be confirmed by the Authority.
 - ii. Minimum one-half hour time frame.
- B. Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the contract.
- C. Contractor shall advise the Authority of specific training requirements which their personnel are required to attend for both safety and technical subjects.
- D. The Contractor shall use reasonable care to minimize the risks its work poses to the environment, employees, the general public, and the contractor's employees.
- E. The removal and proper disposal of all fluids, oils, grease, rags, solvents, etc. is the responsibility of the Contractor under this agreement.
- F. The Contractor shall provide proof of an aggressive safety, EEO, security and quality improvement program(s) existing at their Corporation.

1.19 PROTECTION OF PERSONS AND PROPERTY

- A. It Is the Contractor's responsibility to protect its workforce and equipment.
- B. The Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to:
 - 1. All employees assigned to work on the Authority's Elevators and all other persons

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who may be affected thereby;

2. All the work and all materials and equipment to be incorporated therein, whether in storage on or off the site, under the care, custody or control of the Contractor or any Sub-Contractors.
- C. The Contractor shall comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. The Contractor shall erect and maintain, as required by existing conditions and progress of the work, all reasonable safeguards for safety and warnings against hazards, promulgating safety regulations and notifying the Authority and users of adjacent utilities.
- D. All damages or loss to any property caused in whole or in part by the Contractor, any Sub-Contractor or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, shall be remedied by the Contractor, except damage or loss attributable to the acts or omissions of the Authority or anyone employed by him or for whose acts he may be liable, and not attributable to the fault or negligence of the Contractor.
- E. The Contractor shall designate a responsible member of his organization whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated in writing by the Contractor to the Authority.
 1. The Contractor shall ensure that all members of their organization are knowledgeable about safety and the prevention of accidents.
- F. In any emergency affecting the safety of persons or property, the Contractor shall act, at its discretion, to prevent threatened damages, injury or loss.
- G. The Contractor shall have a formal safety program in place and all Contractor's personnel shall have personal protective equipment appropriate to the equipment and/or system they are working on, as well as lock-out/tag out procedure.
- H. Contractor's Safety Program and Protocol shall be furnished by the Contractor within ten (10) business days after award of contract.
- I. Safety Program shall be specific based on site and equipment conditions.

1.20 CHANGES AND ADDITIONAL WORK

- A. No changes in the contract specifications shall be made without prior written order or authorization by the Authority by way of change order or amendment.
- B. Without invalidating the Contract, the Authority may order extra work or make changes by altering, adding to or deducting from the work, the Contractor's price being adjusted accordingly.
 1. This includes but is not limited to, deletion of elevators from the contract due to modernization by others, inclusion of elevators after new installation and/or modernization by other elevator contractors or transfer of Elevator(s) due to any changes.

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2. Price (deletion and/or addition) to be in accordance with existing pricing strategies for equipment of comparable design which are currently under contract.
 3. Contractor's submission of per Unit pricing shall be utilized as the basis for deduction of equipment cost from the contract.
 4. In the event the Contractor is not the successful bidder in future modernization projects:
 - a. In the event the Contractor is not the successful bidder in future modernization projects, when directed after the award of the modernization project, the Contractor shall delete all related billing for the unit(s) from the existing maintenance contract until such time as the modernization and warranty period has expired on the specific Unit(s).
 5. All pricing for inclusion and/or deletion of Units to be submitted to the Authority for verification and approval.
- C. All such changes shall be executed under the conditions of the Contract. No changes in the work of the Contract shall be made without prior written order by the Authority, except in exceptional cases requiring the expeditious issuance of field orders agreed upon by the Authority.
- D. Changes or credit for work covered by Change Order shall be determined at the sole election of the Authority:
1. Elevator Contractor shall submit pricing with a full breakdown of the labor and material.
 - a. Included also will be:
 - i. Nature and extent of work added or deleted.
 - ii. Charges or credits for work added or deleted.
 - iii. Adjustment in contract time or progress schedule, if applicable.
 - iv. Accompanying supplementary drawings relevant to and explanatory of the changes involved, if necessary.
 2. The Authority may use purchase orders or change order documents to authorize additional work under the contract. Final approved documents will be prepared by the Authority covering each separate change or group of changes.
 3. There shall be no fixed fees added to charges for authorized and agreed-upon premium (overtime or holiday) work.
 4. Contractor to return old replaced parts to Authority upon completion of all repairs.

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1.21 CLAIMS FOR EXTRA COST

- A. No claim for extra work or cost shall be allowed the Contractor unless the work was performed pursuant to a written order of the Authority.
- B. Contractor to advise Authority of the schedule for completion of the work order.
 - 1. Authority to acknowledge and if not in agreement, Contractor to provide justification of the time schedule.
- C. The Contractor's invoice must be presented for payment within thirty (30) calendar days after completion of the written order.

1.22 NOTICE TO CURE

- A. In the event the Contractor fails to provide satisfactory performance, the Authority shall issue a thirty (30) day Notice to Cure. Such Notice to include documented evidence of unsatisfactory performance. In the event of Contractor's failure to Cure or failure to provide sufficient documentation for Cure within thirty (30) days, the Authority may immediately cancel this contract, or any part of this contract.
- B. In the event of Termination for Cause by the Authority no further payments to Contractor will be made until detailed Work identified in the Notice to Cure is complete. Following completion of the Work, Contractor shall be entitled to be compensated for all Work performed prior to receipt of written notice from the Authority of such termination, together with reimbursable expenses incurred up to the effective date of the termination.
 - 1. Liquidated Damages of \$500.00 shall be imposed for each day out of compliance.
- C. The Authority shall be entitled to offset any amounts due and owing pursuant to this provision by the amounts of all damages incurred by the Authority as a result of the breach of Contract, which offset shall not prejudice the right of the Authority to recover additional damages or to exercise any other remedy in Law or in equity and reduced by any payments already made by the Authority to Contractor for the Work.
- D. The damages recoverable by the Authority shall include (but not be limited to) the following costs resulting from Contractor's breach of contract: (a) costs incurred in retaining another contractor; (b) costs of additional work; (c) costs of any additional managerial, consultation or administrative services; (d) attorneys' fees and expenses the Authority may incur by reason of Contractor's breach of contract as well as \$500.00 per day in liquidated damages.
- E. If contract, or any part of contract, is terminated for Cause, in no event shall the Authority be responsible for termination expenses, for overhead costs associated with Work not performed by Contractor, for any profits Contractor would have earned if it had completed the Work, or for any special, consequential, incidental, direct or indirect damages.

1.23 CANCELLATION FOR DEFAULT

- A. The Authority may cancel the contract in whole or in part by written or electronic notice to Contractor.
 - 1. If Contractor shall become insolvent or make a general assignment for the benefit of

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creditors or if any action shall be taken by or against Contractor for relief under bankruptcy or insolvency laws relating to the relief of debtors.

2. If Contractor shall default in performance of the Contract or shall so fail to make progress in the work necessary for the performance, provided Contractor shall not remedy any such situation within ten (10) working days after written notice by the Authority.

B. Upon such cancellation, Contractor shall sell and furnish to the Authority such of the goods and services, whether completed or in process, as may be directed by the Authority, and payment for such completed goods and services in process shall be amounts agreed to by the parties.

1.24 CONTRACT TERMINATION

A. The Authority shall have the right to terminate the contract for Failure to Cure and for lack of performance immediately upon written notice or Termination for Convenience.

B. The Authority shall be liable only for payment in accordance with the payment provisions of this contract for services rendered prior to the effective date of termination, less any fees as outlined in 1.22: NOTICE TO CURE.

1.25 STOP WORK ORDER

A. The Authority reserves the right to stop the work covered by this specification and the contract at any time that it deems the Contractor to be unable or incapable of performing the work to the satisfaction of the Authority.

B. In the event of such stopping, the Authority shall have the right to arrange for the completion of the work in such manner as it may deem advisable and if the cost thereof exceeds the amount of the bid, the Contractor shall be liable to the Authority for any such costs on account thereof.

C. In the event that the Authority stops the work as provided herein, the Contractor shall be given written notice thereof together with the reason therefore and the Contractor shall have ten (10) working days to respond thereto before any such stop order shall become effective.

1.26 SUPERSEDURE

A. The contract documents listed under ARTICLE 5. Contract Documents on the Providence Housing Authority Agreement for Services form shall constitute the entire understanding between the parties hereto with respect to the subject matter hereof and shall supersede all previous negotiations, commitments and understandings.

B. If there are conflicts in any contractual language and/or HUD terms or terms more favorable to PHA, the more stringent shall take precedence.

1.27 NOTICE

A. Contractor shall give all requisite notices to the proper authorities, obtain all official inspections, permits and licenses made necessary by the work and shall comply with all laws, ordinances, rules and regulations pertaining thereto.

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- B. Contractor shall provide the Authority with copies of the new, or most recent, Certificates of Elevator Inspections.
- C. The Contractor shall conform to the rules and regulations of the National Boards of Fire Underwriters, the National Electrical Code, and the latest American National Standards Safety Code for Elevators, Dumbwaiters, Escalators and Moving Walks, where applicable. If the Contractor performs any work contrary to or not in conformity with such laws, ordinances, rules and regulations, Contractor shall bear all costs arising therefrom.
- D. Contractor shall take whatever precaution may be necessary to render any portion of the work more secure in any aspect, to decrease the liability of accident from any cause, and to avoid contingencies which are likely to delay the completion of the work.
- E. The Contractor shall conduct the work so as to cause the least possible interference with or obstruction to the grounds, roads and facilities on or near which the work covered hereby may be performed. Damage to such existing facilities shall be repaired or replaced at the Contractor's own expense.

1.28 INSURANCE

- A. Insurance shall be in accordance with General Conditions. Following provided for general information only.
- B. Contractor shall at all times carry insurance approved by the Authority with limits not less than described as follows:
 - 1. **The Authority shall be named as additional insured.** OCPL is not an acceptable alternative to additional insured.
 - a. Workmen's Compensation in compliance with State of Rhode Island laws and appropriate federal laws and Employers Liability Insurance with limit of not less than \$500,000 per accident or disease. This insurance must provide coverage for work performed in the state where this contract is to be performed.
 - b. Auto Insurance including vehicles owned, hired, leased, and non-owned with a combined single limit of not less than \$2,000,000 per accident and property damage single limit of \$2,000,000 minimum.
 - c. Commercial General Liability, with limits of:
 - 1) \$1,000,000.00 each occurrence
 - 2) \$1,000,000.00 personal & advertising injury
 - 3) \$2,000,000.00 general aggregate
 - 4) \$2,000,000.00 products/completed operations aggregate
 - d. Umbrella Liability, with limits of:
 - 1) \$5,000,000.00 each occurrence
 - 2) \$5,000,000.00 aggregate

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- C. The Authority shall be listed as the Certificate Holder on the Certificate of Insurance.
- D. Contractor agrees to promptly pay all premiums for such insurance and to submit the original or certified copies or certificates of the insurance policies for inspection by the Authority prior to the beginning of any work hereunder.
- E. Contractor shall at all times keep such insurance in full force and effect.
- F. All insurance policies shall provide that the policy is not subject to cancellation, expiration or reduction in amount of insurance unless notice by registered mail shall have been received by the Authority not less than thirty (30) days prior to the date upon which such cancellation, expiration or reduction is to become effective.
- G. Should the Contractor within five (5) days after notice of such cancellation, expiration, or reduction, fail to procure such new insurance, the Authority at its option may secure substitute insurance, the cost of which shall be borne by Contractor, or cancel the contract by notice to the Contractor in writing, and no grace period upon cancellation shall be given to Contractor.
- H. Notwithstanding the requirements as to insurance to be carried, the insolvency, bankruptcy, or failure of any insurance company carrying insurance for Contractor, or failure of any such insurance company to pay claims accruing, shall not be held to waive any of the provisions of this agreement.

1.29 INDEMNITY

- A. The Contractor and his employees engaged in performance of the work shall at all times be deemed to be performing as Independent Contractors and not as agents or employees of the Authority.
- B. The acts and/or omissions of such shall be deemed to be those of the Contractor. The Contractor shall hold harmless the Authority and its employees from and against any and all losses, claims, demands, judgments, costs and expenses, of every nature and kind arising out of or incidental to or in any way resulting from the acts or omissions of Contractor or Contractor's employees while acting within the scope of their employment.

1.30 DRAWINGS AND WIRING DIAGRAMS

- A. Drawings and wiring diagrams which are furnished by the Authority to facilitate the Contractor's work shall be maintained and revised by the Contractor periodically as changes occur. At the expiration of the contract, the Contractor shall turn over at least two (2) copies of the drawings and wiring diagrams to the Authority and shall faithfully represent the "as modified" condition existing at the expiration date.
- B. Any and all drawings and wiring diagrams furnished to the Contractor by the Authority of drawings and wiring diagrams prepared by the Contractor for work under this contract shall be considered the property of the Authority. These drawings and wiring diagrams shall be turned over to the Authority upon demand.
- C. Drawings shall be stored in such a manner as to prevent the drawings from being damaged. Damaged or lost drawings shall be replaced by the Contractor at their expense.

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1.31 EQUIPMENT, WIRING AND CIRCUIT CHANGES

- A. The Contractor shall not make changes or alterations to the existing mechanical equipment, circuits, circuit wiring, or sequencing, nor alter the original circuit or wiring design of the elevators unless changes are authorized in writing by the Authority as herein after provided.
- B. The Contractor shall submit any proposed change to the Authority for approval. This submission shall be in an electronic format (PDF) and it shall include complete, neatly prepared, drawings and wiring diagrams as well as a complete description of the proposed change.
- C. Prior to submitting the proposed change to the Authority, the Contractor shall have obtained comments from the original equipment manufacturer concerning the overall effect of such changes on the systems.

1.32 EQUAL OPPORTUNITY

During the performance under the Contract, the Contractor agrees as follows:

- A. Contractor shall be in conformance with the Authority's' Equal Employment Opportunity Provisions.
- B. Contractor shall not discriminate against any employee or applicant for employment because of race, creed, color, sex, religion or national origin. Such action shall include but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; lay-off or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Government of the United States of America (herein called the "Government" and the "United States") setting forth the provisions of this non-discrimination clause.
- C. Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of Contractor; state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, national origin, Etc.

1.33 CONDITIONS OF ELEVATOR PREVENTIVE MAINTENANCE, REPAIR AND TESTING SERVICES

- A. Provide Full Preventive Maintenance tasking including; but not limited to, all required maintenance, repair, replacement and testing in accordance with all codes and regulations.
- B. This Elevator Preventive Maintenance, Repair, Testing and Emergency Services Technical Specification and Scope of Work is provided as a guide and as minimum standards. The Contractor shall monthly, regularly and systematically examine, adjust, lubricate, clean and when conditions warrant, repair or replace, but not limited to all items and components thereof and all other mechanical or electrical equipment for all Elevator equipment.
- C. Preventive Maintenance Tasking
 - 1. Elevator Contractor to supply Licensed Elevator personnel and all hours required to properly and fully complete all minimum required monthly maintenance, repair and testing services to meet their contractual obligations in relation to the Elevators at all

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properties under the jurisdiction of the Authority.

- D. Authority to approve the assigned Licensed Elevator Technician(s) who will be assigned to the contract.
- E. Trouble Calls:
 - 1. Adjuster shall be dispatched within 48-hours or less to provide corrective measures at no additional cost based on the following:
 - a. Due to two (2) call backs for the same item in a week's time.
 - b. Due to three (3) call backs for the same item in a month's time.
 - c. Due to similar conditions as noted above.
- F. Annual and five-Year State Safety Test Inspections.
 - 1. Annual State Inspections shall be performed on each Elevator.
 - 2. All labor and permit costs are the responsibility of the Elevator Contractor
 - a. Authority to provide all related fire alarm and emergency generator personnel.

1.34 MAINTENANCE CONTROL PROGRAM (MCP)

- A. Maintenance Control Program
 - 1. Elevator Contractor to provide a Maintenance Control Program (MCP) in accordance with ASME A17.1.
 - a. The MCP shall specify examinations, tests, cleaning, lubrication, adjustments, repairs and all required attention to all components and shall provide a plan to ensure that the Elevators are maintained correctly.
 - 2. The MCP shall provide a schedule for preventive maintenance tasking as outlined in ASME A17.1, Section 8.6.1.2.
 - 3. The MCP shall serve as a comprehensive guide for the preventive maintenance tasking to be performed.
 - 4. Compliance with all required monthly, quarterly and annual full preventive maintenance tasking must be clearly demonstrated to the Authority.

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PART 2 PRODUCTS

2.01 SCOPE OF WORK

- A. The work to be performed by the Elevator Contractor under this Elevator Preventive Maintenance, Repair, Testing and Emergency Services Technical Specification and Scope of Work shall consist of furnishing all material, labor, supervision, tools, supplies and other expenses necessary to provide full and complete preventive maintenance, repair and testing services, repairs of every description, including inspections, adjustments, tests and parts replacements for the Elevators under the jurisdiction of the Authority.
- B. The intent of these Technical Specifications is to provide a Full Preventive Maintenance, Repair, Testing and Emergency Services Scope of Work Program complete in every respect. It is not intended to give every detail in specifications.
- C. The Contractor shall furnish all material, equipment, labor and expenses to complete this contract.

2.02 SCHEDULE OF ELEVATORS COVERED UNDER THIS CONTRACT

- A. Hartford Park, 300 Hartford Street:
 - 1. Elevator #: #1 (A) and #2 (B)
 - 2. State ID #: #1: 91522
 #2: 91568
 - 3. Type: Passenger
 - 4. Capacity: 2,500 Lbs.
 - 5. Speed: 200 FPM
 - 6. Floors: #1: 12 Front, 1 Rear
 #2 12 Front
 - 7. Control: Duplex, Selective Collective, Automatic
 - 8. Operation: VVVF, AC
 - 9. Machine: Overhead Geared, 1:1 Roping
 - 10. Car & Hoistway Doors: Power Operated

- B. Hartford Resident Services, 50 Laural Hill Avenue:
 - 1. Elevator #: #1
 - 2. State ID #: #96757

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- 3. Type: Passenger
- 4. Capacity: 2,500 Lbs.
- 5. Speed: 125 FPM
- 6. Floors: B, 1-2
Three (3) In-Line
- 7. Control: Simplex
- 8. Operation: Hydraulic Power Unit 330A
- 9. Machine: Hydraulic Pump Unit
- 10. Car & Hoistway Doors: Power Operated, Single Speed Side Opening

C. Kilmartin Plaza, 160 Benedict:

- 1. Elevator #: #1 and #2
- 2. State ID #: #1: 91281
#2: 91285
- 3. Type: Passenger
- 4. Capacity: 2,500 Lbs.
- 5. Speed: 150 FPM
- 6. Floors: 1-6
Six (6) In-Line
- 7. Control: Duplex, Selective Collective, Automatic
- 8. Operation: Hydraulic Power Unit
- 9. Machine: Hydraulic Pump Unit, Soft Start
- 10. Car & Hoistway Doors: Power Operated, Single Speed Side Opening

D. Dexter Manor, 100 Broad Street:

- 1. Elevator #: #1 (A) and #2 (B)
- 2. State ID #: #1: 91288
#2: 91202
- 3. Type: Passenger
- 4. Capacity: 2,500 Lbs.

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- 5. Speed: 200 FPM
- 6. Floors: Eleven (11) In-Line
- 7. Control: VVVF-AC
- 8. Operation: Duplex, Selective Collective, Automatic
- 9. Machine: Overhead Geared, 1:1 Roping
- 10. Car & Hoistway Doors: Power Operated

E. Dexter Manor II, 100 Broad Street:

- 1. Elevator #: #1
- 2. State ID #: #91280
- 3. Type: Passenger
- 4. Capacity: 2,000 Lbs.
- 5. Speed: 200 FPM
- 6. Floors: Nine (9) In-Line
- 7. Control: VVVF-AC
- 8. Operation: Simplex
- 9. Machine: Overhead Geared, 1:1 Roping
- 10. Car & Hoistway Doors: Power Operated

F. Carroll Tower, 243 Smith Street:

- 1. Elevator #: #1 and #2
- 2. State ID #: #1: 96289
#2: 91287
- 3. Type: Passenger
- 4. Capacity: 2,500 Lbs.
- 5. Speed: 200 FPM
- 6. Floors: 1-12, 14-17
Sixteen (16) In-Line
- 7. Control: Duplex, Selective Collective, Automatic

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- 8. Operation: VVVF-AC
- 9. Machine: Overhead Geared, 1:1 Roping
- 10. Car & Hoistway Doors: Power Operated

G. Dominica Manor, 100 Atwell Avenue:

- 1. Elevator #: #1 and #2
- 2. State ID #: #1: 91284
#2: 91283
- 3. Type: Passenger
- 4. Capacity: #1: 2,500 Lbs.
#2: 2,000 Lbs.
- 5. Speed: 200 FPM
- 6. Floors: G, 1-12, 14-16
Sixteen (16) Landings, In-Line
- 7. Control: Duplex, Selective Collective, Automatic
- 8. Operation: VVVF, AC
- 9. Machine: Overhead Geared, 1:1 Roping
- 10. Car & Hoistway Doors: Power Operated, 2 Speed Side Opening
3'-0" Wide x 7'-0" High

H. Partenti Villa, 25 Tobey Street:

- 1. Elevator #: #1 and #2
- 2. State ID #: #1: 91290
#2: 91286
- 3. Type: Passenger
- 4. Capacity: 2,500 Lbs.
- 5. Speed: 200 FPM
- 6. Floors: 1-12, 14-17, Sixteen (16) Landings, In-Line
- 7. Control: Duplex, Selective Collective, Automatic
- 8. Operation: SCR, DC
- 9. Machine: Overhead Geared, 1:1 Roping

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10. Car & Hoistway Doors: Power Operated, Single Speed Side Opening,
3'-0" Wide x 7'-0" High

2.03 DESCRIPTION OF MAINTENANCE SERVICES

- A. The Contractor shall monthly, regularly and systematically examine, adjust, lubricate, clean and when conditions warrant, repair or replace, but not limited to the following items and components thereof and all other mechanical or electrical equipment. This list is not meant to be all-inclusive but to act as an outline for the type of work covered under this agreement.
1. Contractor shall regularly and systematically clean all elevator equipment including machine rooms, hoistways, pits and car tops, keeping them free from grease, oil, dust and dirt buildup.
 2. Contractor shall be responsible for regular systematic execution of the following work items including regular time call-back service and shall lubricate, adjust, repair and when conditions warrant, replace for proper operation, including but not limited to the following:
 - a. Controller: all components including all relays, electronic components, contacts, solid state components resistors, condensers, transformers, contacts, leads, mechanical or electrical timing devices, computer devices.
 - b. Elevator Machine: Entire machine including housing, drive sheave, sheave shaft bearings, brake and brake assembly, worm and gear, all components, complete. For gearless machine: armature, coils and all gearless machine components.
 - c. Electronic drive.
 - d. Brushes and brush holders.
 - e. Selector: all components including selector drive tape and all other mechanical and electrical drive components.
 - f. Emergency Battery hydraulic lowering and traction rescue device, all components including battery.
 - g. Regular monitoring of hydraulic oil in accordance with A17.1, Section 8.6.5.7.
 - h. Replace elevator jack packing when required.
 - i. Hoistway door interlocks or locks and contacts; hoistway door hangers and tracks, bottom door gibs and auxiliary door closing devices for power operated doors.
 - j. Ensure door pressure is in accordance with code regulations.
 - k. Hoistway limit switches, slowdown switches, leveling switches and

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associated cams and vanes.

- l. Soft start and all types of motor starters.
- m. Guide shoes including rollers or replaceable gibs.
- n. Tanks, pumping units, control valves, relief, pressure control, check, relief, valves, exposed piping, pistons, packing glands.
- o. Automatic power operated door operators, door protective devices, car hangers, tracks and car door contacts, interlocks, rollers, gibs, retainers.
- p. Traveling cables.
- q. Elevator control wiring in hoistway and machine room.
- r. Buffers.
- s. Fixture contacts, push button, key switches and locks and lamps and sockets of button stations (car and hall), hall lanterns, position indicators.
- t. Relamping of all signal equipment, car and hall.
- u. In each car, the ADA/handicapped telephone.
- v. Elevator telephone monitoring system.
- w. Car frames, platforms, car tops.
- x. Two-way voice communication system.
- y. Monthly Firefighters' Inspection in accordance with A17.1: "8.6.11- Special Provisions." "All Elevators provided with Firefighters' Emergency Operation shall be subjected monthly to Phase I recall by use of the Key Switch and a minimum of one-floor operation on Phase II. Deficiencies shall be reported and if elevator related, shall be corrected.
- z. Repair or replace conductor cables and wiring.
- aa. Replace, shorten and retension hoist ropes as required.
- bb. Governor, governor tension sheave including governor cable.
- cc. Compensation cable and chains.
- dd. Examine regularly and systematically all safety devices. Conduct normal operating inspections. If required, the governor shall be recalibrated and sealed for proper tripping speed. All tests shall be performed in accordance

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with the provisions of the American National Standard, Safety Code for Elevators and Escalators, (ASME A17.1), Current Edition and local code requirements.

- ee. The Contractor shall keep the guide rails free of rust where roller guides are used and properly lubricated with lubricant as recommended by the manufacturer of car safety when sliding guides are used.
 - ff. Renew guide shoe rollers and gibs as required to ensure smooth and satisfactory operation.
 - gg. The Contractor shall also examine and make necessary adjustments or repair to the following accessory equipment including relamping of signal equipment: hall lanterns, car and corridor position indicators, car stations, annunciator station, electric door operators, intercom systems, interlocks, door hangers, safety edges.
 - hh. Emergency Lighting: Provide all material including battery and labor to maintain lighting.
 - ii. Perform annual and/or five-year full weight State Inspection Testing of all Units, as applicable. Certification of Inspection to be posted in Unit.
- B. All replacement parts shall be new and specifically designed for the Elevators on which they are to be used. All old parts must be made available to the Authority contract administrator for examination upon request following completion of repairs.
- 1. All components shall then be properly disposed.
- C. The Contractor shall furnish and use lubricants as recommended by the original manufacturer of equipment or approved O.E.M recommended equal.
- D. The Contractor shall be responsible for keeping the exterior of the elevator machinery and any other parts of the equipment subject to rust painted with heat resistant enamel and presentable at all times.
- 1. Cleaning and refinishing of the interior of the cars and exterior of hoistway door frames are excluded from this contract.
- E. The Contractor shall maintain all equipment in hoistways, pits, machine rooms and assigned Elevator Contractor workspace in a clean orderly condition, free of dirt, dust and debris. All pits and machine room spaces shall be kept clean and dirt/dust/debris/combustible free at all times.
- 1. Any incident of water in elevator pits, etc. shall be immediately reported.
- F. The Contractor shall not be responsible for upgrading the covered elevators to meet changes in Code requirements as may be recommended or directed by insurance companies, Federal, State, Municipal, or other Governmental authorities after contract award.

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- G. The Contractor shall be responsible for notifying the Authority of the existence or development of any defects in, or repairs required to the Unit(s), which he does not consider to be his responsibility due to age or obsolescence under the terms of the contract. The Contractor shall furnish the Authority with a written estimate of the cost to correct any such defects or make the required repair. The Authority reserves the right to make the final determination concerning the responsibility for such defects, corrections or repairs.
- H. The Contractor shall be responsible for giving immediate notice to the Authority of any condition, which is discovered, that may present a hazard to either the elevator(s) or passengers.
- I. The Contractor shall not be required by this agreement, except as herein noted, to make renewals or repairs necessitated by proven negligence or misuse of the equipment by persons other than the Contractor, his representative and employees, or by reason of any other proven cause except for normal wear and tear, or equipment failure, beyond the control of the Contractor.
 - 1. Examples of these are: refinishing, repairing or replacing car enclosures, hoistway enclosures, hoistway door panels, frames and sills and all power supply panels and feeders.
 - 2. Cost of repairs, replacements or removal necessitated by any cause, other than ordinary wear, which is occasioned by negligence or abuse by personnel other than the Contractor shall be borne by the Authority.
 - a. Negligence or abuse shall be determined by a joint decision as may be arrived at by qualified representatives of the Authority.

2.04 STANDARDS OF PERFORMANCE

- A. An optimum and safe level of performance in accordance with these specifications is to be maintained on the Elevators.
- B. Reporting Requirements
 - 1. Contractor to provide a written Maintenance Control Program (MCP) in accordance with A17.1: 8.6.1.2. The MCP shall include, but not be limited to, the Code required maintenance tasks, maintenance procedures and examination and tests listed with the associated requirements.
 - 2. Contractor shall provide all required reporting to provide verification and justification of completion of all Work.
 - a. Contractor shall ensure that scheduled maintenance and related tasking is being performed as required and to ensure proper records are being maintained.
 - 2. Contractor is to maintain active communication with Authority's designated Representative.
 - 3. Contractor's Reporting requirements include; but are not limited to:

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- a. Verification report of 100% maintenance tasking on a monthly basis.
 - b. Prompt notification of major work required, including safety related issues.
 - c. Notification of any damaged or abused equipment.
 - d. Notification of any equipment not operating as designed.
 - e. Notifications of shutdown of any equipment.
 - f. Maintaining a “hot list” and scheduling an adjuster for repeat callbacks.
 - 1) Two call backs for same item in a week’s time or three call backs for same item in a month’s time.
 - a) Upon either of the above noted or similar conditions, adjuster shall be scheduled within 48-hours or less to provide corrective measures.
 - i. Full report of repair to be submitted to the Authority.
 - g. Monthly reporting of maintenance tasking and equipment performance.
 - h. Quarterly report of equipment and systems requiring component replacement outside of standard maintenance services.
4. Additional reporting requirements are listed below. The Contractor should review the entire agreement for all requirements. All submissions in support of these requirements are subject to the Authority’s approval.

REQUIREMENTS	WHEN DUE
Preventive Maintenance Monthly Check Chart	With Bid Submission
Contractor’s Safety Program	10 Working Days After Contract Award.
Proposed Maintenance Control Program (MCP) in accordance with A17.1 – 8.6.1.2.	15 Working Days After Contract Award.
Service call or repair report.	Immediately following any service call or repair.
Service Call Logs	5 working days after end of each month.
Master Log of Service Calls	Immediately upon an elevator being placed out of service.
PM Program of Completed Maintenance	10 Working Days After Completion of Each Month.
History of Out-of- Service Incidents Including days off-line, repair issue and resolution.	10 Working Days after request from Authority.
History of Entrapment calls including repair issue and resolution.	5 Working Days after request from Authority.

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2.05 COMPLETION TIME

- A. Maintenance under this contract shall be provided at a constant, high quality level to properly protect all elevator equipment from deterioration and to provide constant peak performance of all elevators resulting in a minimum of down time for any portion of the system.
- B. As applicable, not more than one elevator per site shall be placed out of service at one time for routine maintenance, lubrication and servicing. Maintenance shall be scheduled with the Authority to minimize the disruption caused by the elevator(s) being out of service. In the event there is a disruption in the routine schedule, the Authority is to be notified.
- C. If for any reason an elevator should be out of service for more than the usual trouble shooting and repair time of 60 minutes, the Contractor shall notify the Authority's designee when the elevator was taken out of service, the reason why and what time the elevator is expected to be placed back in service for proper and safe operation.
- D. When an elevator is taken "out of service", a clear, highly visible sign shall be placed by the Contractor's personnel at each opening/landing on all floors served by the elevator stating: "This Elevator is Being Service".

2.06 CONTRACTOR'S OBLIGATIONS

- A. The Contractor shall keep the elevators maintained to operate at the original speed, keeping the original performance time, including acceleration and deceleration as designed and installed by the manufacturer.
- B. The Door Operation shall be adjusted as required to maintain the original door opening and door closing times, maintaining legal limits.
- C. A record shall be maintained by the Contractor of routine maintenance items in need of correction which will require the elevator being removed from service for more than thirty (30) minutes. This corrective maintenance work will be scheduled with the Authority to minimize inconvenience to the public.
 - 1. Elevator Contractor to provide timeframe for completion of required work.
 - 2. Proper signage shall be posted on the elevator that it is out of service.
- D. The Contractor is responsible to provide Licensed Elevator personnel for access to all equipment areas for Authority or Authority's representatives for equipment review purposes.

2.07 WORKING HOURS

- A. Routine Maintenance, Repair and Testing shall be performed during the Contractor's normal working hours.
 - 1. Should monthly maintenance tasking and responsibilities not be complete, it will be the responsibility of the Elevator Contractor to provide all means and methods to timely complete. This may also require the Work to be performed on overtime in order to meet all contractual obligations. Elevator Contractor shall not be additionally compensated to fulfill contract requirements.

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- B. Where off-hour scheduled repair work is performed at the request of the Authority, Authority will pay the difference between regular hour billing rate and regular overtime-billing rate for each hour worked. (Bonus Time Only)
- C. Call-back and Emergency Call-Back service shall be provided 24 hours, 7 days a week. Billings as follows:
 - 1. Materials: No additional charge unless above scope of contract.
 - 2. Straight Time: No charge.
 - 3. Over Time: First two (2) on-site hours included in the contract. Additional approved hours shall be billed at Bonus Time Only (BTO).
 - a. All travel time and expenses included in contract.
- D. The Contractor shall provide without interruption during the term of this Contract twenty-four (24) hour dispatching service yielding a prompt response to emergency requests by telephone or otherwise from the Authority's representative in the event of a malfunction in any equipment covered by this Contract. The Contractor shall respond to such emergency service calls by dispatching a qualified Licensed Elevator technician to perform, on an emergency basis, such adjustments and repairs as are necessary to restore the equipment to service or, in the event of a condition whose costs are not covered by this Contract, to make such emergency repairs as may be authorized and directed by the Authority's representative pursuant to a written proposal.
 - 1. The Contractor shall upon receiving communication from the Authority, for a call-back or emergency call back, shall provide a Licensed Elevator technician on the premises within two (2) hours. All entrapments must receive immediate response of no more than sixty (60) minutes.
 - a. At the Authority's discretion, the Contractor's repeated failure to timely respond to call back or emergency call-back service as well as entrapments shall result in a monetary penalty of \$500.00 for each subsequent infraction.
 - 1) After three (3) such failures to timely respond, further failures shall be penalized at the discretion of the Authority.
 - 2. The call back and emergency call-back services specified in this Section shall be performed as part of this Contract and shall be billed in accordance with Item 2.07.

2.08 CONDITIONS OF SERVICES

- A. The Contractor will not be required to make changes or modifications in design, to make any replacements using parts of a different design, or to perform cleaning of exposed cab, sill, flooring and frame surfaces.

2.09 OVERTIME

- A. During the term of the contract, the Authority may authorize the Contractor to use overtime in order to expedite major repairs. This authorization will be granted only in those instances

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where the Authority has made a determination that such action is in the overall best interests.

- B. When this overtime is granted, the Contractor shall pay its employees their usual overtime-hourly rate, and the Authority will reimburse the Contractor for difference between the regular hourly rate and the overtime rate (Bonus Time Only BTO).

2.10 INSPECTION FEES AND PERMITS

- A. Contractor shall comply with all Federal, State and Municipal Laws and Ordinances, prepare all documents, give all notices, obtain all permits necessary for the work, pay all costs and fees for permits and inspections and obtain all certificates of inspection and approval for the work and deliver same to Authority, including: Any Department of Public Safety related fees and related inspector testing charges, Annual Permit filing, Annual Inspection Permit fees, Repair Permit Filing, Repair Permit Fees, Repair Re-Inspection Fees.
- B. Contractor shall provide the date(s) of the annual elevator state test. Authority shall coordinate the services of the fire alarm and generator contractors for the required pre-testing as well as the annual testing of the units.
- C. All work and materials shall be in full accordance with the rules of all other departments or boards having jurisdiction.

2.11 SPECIAL CONDITIONS

- A. Preventive Maintenance Tasking, for maintenance requirements: Elevator Contractor to provide all hours and time required to meet the obligations of these specifications.
- B. All regular preventative maintenance will be performed during regular working hours unless otherwise stipulated by the Authority or requested by the Elevator contractor and approved by the Authority.
- C. The Elevator Contractor shall commit adequate Elevator Licensed technical labor resources required to execute and maintain the identified equipment and maintenance schedule herein described. At no time shall the Elevator Contractor cause or permit any backlog of non-complete scheduled maintenance work order assignments older than ten (10) business days from the date of issue.
- D. Prior to departure from site, the Elevator Contractor's service technicians shall also submit to the designated point of contact, a legible and fully completed elevator service report which details the nature of the maintenance and repair activities performed.
- E. Elevator Contractor's service technician shall notify the Authority upon arrival at the site and prior to departure from the site. Failure to notify may result in non-payment of services.

- 1. Contact Number: (401) 421-3325.

2.12 OBSOLESCENCE

- A. If breakdown or damage to an Elevator results in the determination of 'obsolescence,' Contractor shall so inform Authority's designated representative. Contractor shall provide documentation from the original manufacturer or from a verifiable source to substantiate

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condition of obsolescence.

- B. The Authority reserves the right to confirm Contractor's documentation and/or statements of obsolescence.
- C. A quotation for the scope of work with a breakdown of material and labor is to be submitted to the Authority for such work.
- D. Should it be considered by the Elevator Contractor that a component is no longer available, requires a customized attachment, repair of component is not a feasible option and/or a factor of obsolescence may exist, Contractor shall:
 - 1. Provide documentation from the original manufacturer or from a verifiable source.
 - 2. Provide documentation of customized requirement.
 - 3. Provide additional information as may be required for substantiation.

2.13 SPARE PARTS

- A. The Contractor shall have available at all times for immediate delivery and installation sufficient supply of spare parts for the repair of each elevator under contract.
- B. All parts and components shall be available within 48-hours or less, on site, ready to be installed.

2.14 ITEMS OF PREVENTIVE MAINTENANCE WORK FOR TRACTION AND HYDRAULIC ELEVATORS

- A. The preventive maintenance specified herein is considered the minimum for all equipment. If specific equipment covered by this contract requires additional preventive maintenance for safe reliable operation, as specified by the manufacturer, the Contractor shall perform the required additional preventive maintenance without added cost to the Authority.
- B. Perform a minimum of monthly maintenance on each Elevator.

C. TRACTION ELEVATORS

- 1. Monthly:
 - a. Perform general inspection of machinery sheaves, worm and gear, motor, brake, adjust or lubricate as required. Replace brushes.
 - b. Empty drip pans. Discard oil in an approved manner.
 - c. Observe brake operation and adjust or repair if required.
 - d. Inspect and lubricate machinery, contacts, linkage and gearing.
 - e. Inspect hoist motor, perform needed repairs.

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- f. Ride car and observe operation of doors, leveling, reopening devices, push buttons, lights, etc.
 - g. Inspect governor working parts, clean and adjust.
 - h. Replace all burned out lamps in elevator car, machine room, pit, hall lanterns, etc.
 - i. Check door operation. Clean, lubricate and adjust, linkages, gear, motor, check keys, set screws, contracts, chain belts and cams.
 - j. Check door closer. Clean, adjust and lubricate car gate tracks and pivot points.
 - k. Check car. Clean, adjust and lubricate car door and gate tracks, pivots, hangers, car grille, stile channels, side and top exist.
 - l. Inspect interior of cab. Test telephone or intercommunication system, normal and emergency lights, fan, emergency call system or alarm, car station. Make needed repairs. Replace Batteries.
 - m. Observe operation of signal and dispatching system. Inspect compensating hitches, buffers, rope clamps, slack cable switch, couplings, keyways, and pulleys. Check load weighing device and dispatching time settings. Clean, adjust and lubricate as necessary.
 - n. Check controller contacts and relays. Visually inspect, check adjustment and replace contacts as required.
 - o. Perform Firefighters' Service testing by keyed operation in accordance with A17.1:8.6.11.
 - p. Check and adjust:
 - 1) Car ventilation system.
 - 2) Car position indicators.
 - 3) Annunciator Panel.
 - 4) Hall and car call buttons.
 - 5) Hall lanterns.
 - 6) Hall Position Indicators.
 - q. Clean pit, remove all rubbish, trash, etc.
2. Quarterly
- a. Check leveling operation. Clean and adjust leveling switches, hoistway vanes, magnets and inductors. Repair or adjust for proper leveling.

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- b. On hoistway doors, clean, lubricate and adjust tracks, hangers and eccentrics, linkage gibs and interlocks.
 - c. Inspect all fastenings and ropes for wear and lubrication. Clean both governors and hoist ropes and lubricate hoist ropes if needed. Inspect all rope hitches and shackles and equalize rope tension.
 - d. Clean, adjust and lubricate car door or gate tracks, pivots, hangers, car grille and still channels.
 - e. Inspect hoist machine brake and brake drum, drive sheave and motor, and any bearings for wear.
 - f. Check brushes and commutators. Inspect commutators for finish, grooving, eccentricity and mica level. If required, clean, turn or refinish commutator to provide proper commutation. Inspect brushes for tension seating and wear, replace or adjust as required.
 - g. In the car, test alarm bell system. Clean light fixtures. Inspect, clean and adjust retiring cam devices, door operating equipment, chain, cams, pivots, etc., test emergency stop switch and car top inspection devices. Inspect safety parts, pivots, set screws, switches, etc. Check adjustment of car and counterweight gibs, shoes or roller guides, lubricate and adjust, if necessary.
 - h. In the pit, inspect hitches. Inspect governor and tape tension sheave fastenings. Empty and clean oil drip pans.
 - i. Clean all parts of safeties and lubricate moving parts to assure their proper operation. Check and adjust clearance between safety jaws and guide rails visually inspect all safety parts.
 - j. Clean and examine governor rope, replace if needed. (Do not lubricate governor rope).
3. Semi-Annually
- a. Clean controllers with blower/vacuum, check alignment of switches, relays, timers, hinge pins, etc., and adjust and lubricate. Check all resistance tubes and grids. Check overload relays, settings and operation of overloads. Clean and inspect fuses and holders, and all controller connections.
 - b. Inspect sheaves, sheave grooves, and shafts.
 - c. Examine all hoist ropes for wear, lubrication, length and tension. Replace, lubricate, adjust, retension as required to meet code requirements.
 - d. In the hoistway, examine guide rails, cams, fastenings and counterweights. Inspect and test, limit and terminal switches.
 - e. Clean all overhead cams, sheaves, sills, bottom of platforms, car tops,

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counterweights and hoistway walls.

f. Check damping motor brushes and replace if needed.

4. Annually:

a. Remove, clean and lubricate brake cores on brakes, clean linings, if necessary and inspect for wear. Correct excess wear and adjust.

b. Inspect hoist motor armatures and rotor clearances. Check motor and motor drive connections, in accordance with manufacturer's instructions.

c. Clean car and counterweight guide rails using a non-flammable or high flash point solvent to remove lint, dust and excess lubricant.

d. Review and drain, flush and refill oil reservoirs of each hoisting motor as required.

e. Check oil level in car and counterweight oil buffers and add oil as required.

f. Check and reset, if necessary, all brushes for neutral settings, proper quartering and spacing on commutators.

g. Control system shall be thoroughly inspected. The system's dispatching, scheduling and emergency service features shall be tested and adjusted in accordance with manufacturer's literature. The Contractor shall prove to the satisfaction of the Authority or his representative that the system functions properly. A full report covering adjustment time intervals, dispatch times on various programs, door standing time and door opening and closing speeds shall be furnished to the Authority.

h. Annual or Five-Year State Safety Test Inspection.

D. HYDRAULIC ELEVATORS

1. Monthly:

a. Perform general inspection of machinery, pumps, piping, drives, and valves. Lubricate as required.

b. Empty drip pans, discard oil, check reservoir oil level.

c. Inspect and lubricate machinery, contacts, linkage and gearing.

d. Clean and inspect controllers, selectors, relays connectors, contacts, etc.

e. Ride car and observe operation of doors, leveling, reopening devices, smoothness, etc.

f. If rails are lubricated, check condition and lubrication. Service lubricators.

g. Replace all burned out lamps in elevator car, machine room equipment.

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- h. Clean trash from pit and empty scavenger pumps or collection reservoirs, discard oil. Examine plunger seals and correct excess leakage.
 - i. Inspect interior of cab. Test telephone or intercommunication system, normal and emergency lights, fan, emergency call system or alarm, car station. Make needed repairs. Replace Batteries.
 - j. Observe operation of Unit throughout its full range and at all floors it serves to test controls, safety devices, leveling, releveling, and other devices. If creeping is excessive, determine cause and correct.
 - k. Check door operation, clean, lubricate and adjust, checks, linkages, gears, wiring motors, check keys, set screws, contacts, chains and cams.
 - l. Perform Firefighters' Service testing by keyed operation in accordance with A17.1: 8.6.11.
 - m. Inspect hoistway and pit. Clean and lubricate equipment as required. Service guide rail lubricators.
 - n. Observe operation of motor and pump, oil lines, tank, controls, plunger, packing, etc. Adjust or repair as required.
 - o. Test manual and emergency control.
 - p. Check packing glands of valves and cylinder and tighten to prevent loss of fluids.
 - q. Visually inspect controller, contacts and relay. Check adjustment and replace contacts as required.
 - r. Clean, lubricate, check door brake, operation of door checks, check keyways, set screws, contacts, etc.
 - s. Observe operation of signal system used.
 - t. Check door operation and adjust as required.
 - u. Roped Hydraulics: Check ropes. Replace, retension, shorten as required.
2. Quarterly:
- a. Check leveling operation. Clean and adjust leveling switches, hoistway vanes, magnets, and inductors. Repair and/or adjust for proper leveling.
 - b. Check hoistway doors. Clean, lubricate, and adjust tracks, hangers and upthrust eccentrics, linkage gibs and interlocks.
 - c. Clean, adjust and lubricate car door or gate tracks, pivots, hangers.

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3. Semi-Annually:
 - a. Check controllers. Clean with blower. Check alignment of switches, relays, timers, contacts, hinge pins, etc., adjust and lubricate. Check all resistance tubes and grids. Check oil in overload relays, settings and operation of overloads. Clean and inspect fuses and holders and all controller connections. Check and adjust all electronic components.
 - b. In hoistway examine guide rails and fastenings, and hydraulic cylinders and cylinder protection. Inspect and test limit and terminal switches. Check and adjust car shoes, gibs or roller guides. Adjust or replace as required.
 - c. Clean car light fixture or luminous ceiling panel.
 - d. On tape drives check hitches and broken tape switch.
 - e. Check car stile channels for bends or cracks. Check car frame, cams, supports and car steadying plates.
 - f. Lubricate moving parts of vertical rising car gates. Check pivot points, sheaves, guides and track for wear.
 - g. Lubricate guide shoe stems.
 - h. For Roped Hydraulic: Check governor, safety and sheave fastenings.
 - i. Check fastenings and operation of door checks, interlocks clean and lubricate pivot points as required. Replace as required.
4. Annually:
 - a. Clean car guide rails using a non-flammable or high flash point solvent to remove lint, dust and excess lubricant.
 - b. If determined required, take a sample of hydraulic fluid and have tested by certified laboratory for viscosity, color, contamination, foaming and other properties specified by the equipment manufacturers. Drain and replace fluid if it fails to meet manufacturer's specified properties.
 - c. Clean the machine room, hoistway, pit, top of car, etc.
 - d. Annual and, when due, Five-Year State Safety Test Inspection.

**ELEVATOR PREVENTIVE MAINTENANCE, REPAIR, TESTING AND EMERGENCY
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PART 3 EXECUTION

3.01 FIELD QUALITY CONTROL SAFETY INSPECTION AND TESTS

- A. All service and repair work shall be performed in compliance with the American National Standard Safety Code of Elevators, Dumbwaiters, Escalators and Moving Walks, ASME A17.1 and shall be subject to safety inspection by the Authority or his representative. The Contractor shall perform periodic inspection of the elevators as required by the ASME A17.1 Code. The Contractor shall periodically examine and test all safety devices, buffers, etc. Contractor shall make formal safety tests and inspections as required and outlined in ASME A17.1 Code.
- B. Annual test shall be conducted in the presence of the State Elevator Inspector.
- C. It will be the responsibility of the Contractor to file all test permits prior to the expiration of the posted Certificate of Use. When Test is scheduled by the Department of Public Safety, the Authority must be contacted and will coordinate participation of the fire alarm and generator contractors.
- D. After completion of the required safety test, post the Certificate of Use in the elevator.
- E. After tests have been performed, all load weighing devices, etc., shall be checked and adjusted as required to meet manufacturer's recommendations. Cars shall not be placed in service until all tests, checks and adjustments are complete and elevators are in proper working condition. The Contractor shall not be held responsible for any damage to the building and equipment caused by these tests, unless such damage is a result of his negligence. Failure to follow correct procedures to prevent damage and failure to perform pretest examinations shall be considered negligence by the Contractor.
- F. In order to meet the requirements of the test, the Authority shall be responsible for any costs associated with the fire alarm contractor and emergency generator contractor.

END OF SECTION

PROVIDENCE HOUSING AUTHORITY

ATTACHMENT 2

- FEE PROPOSAL AND COST ANALYSIS FORM
(MUST BE RETURNED IN A SEPARATE SEALED ENVELOPE)

BID FORM

Project: Elevator Service and Maintenance Contract – Authority Wide
Bid Due: Thursday, NOVEMBER 16TH, 2023, by 10:00 AM

NAME OF BIDDER {Print Vendor Name, Address and Email}:

To

Providence Housing Authority
Facilities Management Department
40 Laurel Hill Avenue
Providence, RI 02909

(1.)The undersigned, having become familiar with the local conditions affecting the cost of work and the specifications for the **Elevator Service and Maintenance Contract – Authority Wide** contract in Providence, RI, including Bidding Requirements, Contract Documents, Drawings, and Amendments, if any thereto, and on file at the office of the Authority, hereby proposes to furnish all labor, materials, equipment, and services required to complete the work, in accordance with the Project Technical Specifications for: Elevator Preventive Maintenance, Repair and Testing Services at Multiple Buildings for Initial Three-Year Period, subject to additions and deductions according to the terms of the Technical Specifications, Section 14 25 00.

Total Bid amount for the Elevator Preventive Maintenance, Repair and Testing Services at Multiple Buildings for the Initial Three-Year Period.

Note:

Providence Housing Authority is Tax Exempt
Bids shall be both written in words and shown in figures.

Project Total (Preventive Maintenance Initial 3-year term):

\$ _____
Figures

Words _____

**Must equal item 1 on page below.*

Project Total (Preventive Maintenance Optional 2-year term):

\$ _____
Figures

Words _____

**Must equal item 2 on page below.*

****Contract award will be based on initial 3-year term****

The Bidder acknowledges below, the receipt of Amendments to this solicitation of bids:

AMENDMENT NUMBER	DATE

- (2.) In submitting this Bid, it is understood that the right is reserved by the Authority to reject any and all bids, and to waive any informalities in the bidding. If written notice of the acceptance of this bid is mailed or delivered to the undersigned within **Ninety (90)** calendar days after the opening thereof, or at any time thereafter before this bid is withdrawn, the undersigned agrees to execute and deliver a Contract in the prescribed form and furnish the required notarized Bonds and Certificates of Insurance within fourteen (14) calendar days following the issuance of the Notice of Award letter.
- (3.) Bid Guaranty in the sum of (10 %)ten percent of the bid sum, in the form of _____ is submitted herewith in accordance with the Instruction to Bidders {missing, this information needs to be on each bid form}.
- (4.) Attached hereto is an Affidavit in proof that the undersigned has not entered into any collusion with any person in respect to this Bid, or any other bid or the submitting of bids for the Contract for which this Bid is submitted.
- (5.) The bidder represents that the bidder () **has**, () **has not**, participated in a previous contract or subcontract subject to the equal opportunity clause prescribed by Executive Order 10923, 1114, or 11246, as amended in the Rules, Regulations, and Orders of the Secretary of Labor; and that the bidder () **has**, () **has not**, furnished all required compliance information and / or reports.
- (6.) Certification of Non-Segregated Facilities. By signing this Bid, the bidder certifies that they do not maintain or provide for his / her employees any segregated facilities at any of their establishments, and that they do not permit employees to perform services at a location, under the bidders control, where segregated facilities are maintained. The bidder certifies further that they will not maintain or provide for their employees any segregated facilities at any of their establishments, and that they will not permit their employees to perform services at any location, under his / her control, where segregated facilities are maintained. The bidder agrees that breach of this certification is a violation of the Equal Opportunity Clause in this Contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities, provided for employees which are segregated on the basis of race, color, religion, or national origin, because of habit, local custom or otherwise. The bidder further agrees that (except where he / she has obtained identical certifications from proposed subcontractors for specific time periods) they will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000.00; that they will retain such certifications in their files; and that they will forward a notice to their proposed subcontractors as provided in the Instructions to Bidders.

ITEM #1 – UNIT PRICES (for each elevator and total elevators in each building):

LOCATIONS

1. Hartford Park, 300 Hartford Street – Two (2) Traction Elevators
Maintenance Plan – Monthly \$ _____
Maintenance Plan – Three (3) Years \$ _____
2. Hartford Resident Services, 50 Laural Hill Avenue – One (1) Hydraulic Elevator
Maintenance Plan – Monthly \$ _____
Maintenance Plan – Three (3) Years \$ _____
3. Kilmartin Plaza, 160 Benedict – Two (2) Hydraulic Elevators
Maintenance Plan – Monthly \$ _____
Maintenance Plan – Three (3) Years \$ _____
4. Dexter Manor, 100 Broad Street – Two (2) Traction Elevators
Maintenance Plan – Monthly \$ _____
Maintenance Plan – Three (3) Years \$ _____
5. Dexter Manor II, 100 Broad Street – One (1) Traction Elevator
Maintenance Plan – Monthly \$ _____
Maintenance Plan – Three (3) Years \$ _____
6. Carroll Tower, 243 Smith Street – Two (2) Traction Elevators
Maintenance Plan – Monthly \$ _____
Maintenance Plan – Three (3) Years \$ _____
7. Dominica Manor, 100 Atwell Avenue – Two (2) Traction Elevators
Maintenance Plan – Monthly \$ _____
Maintenance Plan – Three (3) Years \$ _____
8. Parenti Villa, 25 Robey Street -Two (2) Traction Elevators
Maintenance Plan – Monthly \$ _____
Maintenance Plan – Three (3) Years \$ _____

ITEM #2 – TOTAL PRICES FOR INITIAL THREE (3) YEAR TERM:

TOTAL AGGREGATE PRICING FOR ALL FOURTEEN (14) ELEVATORS

Maintenance Plan – Total Monthly \$ _____

Maintenance Plan – Total THREE (3) Years \$ _____

ITEM #3 – TOTAL PRICES FOR OPTIONAL TWO (2) YEAR EXTENSION*:

TOTAL AGGREGATE PRICING FOR ALL FOURTEEN (14) ELEVATORS

Maintenance Plan – Total Monthly \$ _____

Maintenance Plan – Total TWO (2) Years \$ _____

*Increase shall be no more than 10% of previous three-year term pricing.

ITEM #4 - HOURLY RATE FOR SERVICE

Labor rates: Compensation for repair work and extra work (when applicable) during 3-year term (and Optional 2-year Term) of Preventive Maintenance contract. **Note:** Double Time/O.T. rates do not include employees' benefits (vacation, HWP, etc.) and are not a doubling of straight time rates.

<u>BASE BID TERM</u>		<u>OPTIONAL BID TERM</u>	
3-Year Term Labor Rates		2-Year Term Labor Rates	
Mechanic / Helper		Mechanic / Helper	
Reg.	_____ / _____	Reg.	_____ / _____
2.0	_____ / _____	2.0	_____ / _____
BTO	_____ / _____	BTO	_____ / _____

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Contractor to include in submission a copy of its standard monthly preventive maintenance tasking chart for traction and for hydraulic elevators.

Refer to Item 1.16: COMPETENCY OF CONTRACTOR, for full listing of bid submission requirements.

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Date:

Address:

Telephone:

Email:

Federal ID Number:

Contractor Registration Number:

MBE/WMBE Registration Number:

Vendor:

Print Name:

Title:

Signature:

Owner, if bidder is an individual
Partner, if bidder is a partnership
Officer, if bidder is a corporation, affix seal

{Corporate Seal}

Subscribed and sworn to before me this ____ day of _____, 20__.

(Notary Public)

My commission expires _____, 20__.