

RFP ELEVATOR 2019 REPAIR AND INSPECTION SERVICES
ELEVATOR MAINTENANCE SERVICE PROPOSAL
SEPTEMBER 25, 2019

HOUSING AUTHORITY OF POPLAR BLUFF
301 N. "E" STREET
POPLAR BLUFF, MO. 63901
(PBHA)

DARRIN J. TAYLOR, EXECUTIVE DIRECTOR

MATT ALLEN, MAINTENANCE MANAGER

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RFP ELEVATOR 2019 REPAIR AND INSPECTION SERVICES
Request for Proposal Invitation
Elevator Repair and Inspection Services

Poplar Bluff Housing Authority, identified hereafter as PBHA, is requesting bid proposals from companies to provide the following services for multi-family housing sites.

Elevator Repair/Inspection Services

General

Poplar Bluff Housing Authority will award contract to the top bidder for the above listed services. A contract will be generated for a term of three years, with an option to renew for two additional years. Prices for services will be frozen for a period of three years at amounts proposed and agreed to in said contract for the term of the initial contract period which is stated to be three (3) years.

All interested qualified parties should contact Tammy Harper at PBHA at (573) 785-8265. The bid packet is available for viewing and printing from our website, www.pbhousing.org after 4:00 pm on September 25, 2019. Please click on Bid/RFP tab on the website and bid packet with attachments will be listed as Request for Proposal, RFP ELEVATOR 2019, Repair and Inspection Services. Bid packets may also be requested by mail by contacting Tammy Harper at (573) 785-8265 or by email tammy@pbhousing.org

Submittals are due by 11:00 am on December 4, 2019. One copy of your bid, printed single-sided, must be submitted in a sealed envelope, clearly marked as RFP Elevator 2019. Proposals should be hand delivered to the following address.

Hand Delivered Address

Poplar Bluff Housing Authority
302 N. "E" Street
Poplar Bluff, MO 63901
Attention: Tammy Harper

Proposals May Be Mailed to The Following Address.

Poplar Bluff Housing Authority
P.O. Box 1009
Poplar Bluff, MO 63901

All proposals shall be date and time stamped by the due date and time. Any RFP received after the due date and time will be returned unopened to the bidder. No faxed or emailed RFPs will be accepted.

POPLAR BLUFF HOUSING AUTHORITY'S EXISTING ELEVATOR LOCATIONS AND TYPES

NORTH TOWER HIGH RISE

- a. Traction - 15 Story - Passenger
- b. Traction - 15 Story - Freight

SOUTH TOWER HIGH RISE

- a. Traction - 15 Story - Passenger
- b. Traction - 15 Story - Freight

HILLCREST

- a. Hydraulic - 4 Story - Passenger
- b. Hydraulic - 4 Story - Freight

WILSON

- a. Hydraulic - 3 Story - Passenger

REQUEST FOR PROPOSALS

The Housing Authority of Poplar Bluff will receive price proposals for Elevator Maintenance Service on all seven (7) of existing elevators.

Proposals will be received until 11:00 AM, prevailing time, on December 4th, 2019. Proposals will be evaluated by the housing staff and a decision will be forthcoming to the successful firm within 30 days of the submittal date.

A Pre-proposal meeting will be held at 10:00 AM on November 13, 2019 at the Housing Office. Afterward, a tour of the elevator sites and locations will be available for all parties.

The Housing Authority is a Tax-Exempt Agency; therefore, sales tax shall not be included in any cost in the submittal proposal.

The successful Elevator Maintenance Contractor will be required to have General Liability Insurance and Vehicle Insurance in the amount of One Million Dollars (\$1,000,000.00) and Workman's Compensation Insurance in accordance with the State of Missouri's Workman Compensation Insurance Laws.

Attention is called to the Provisions for Equal Employment Opportunity and that payment of not less than the minimum salaries and wages, as set forth in this proposal, must be paid on this project. Any State rate that exceeds the corresponding Federal Rate is inapplicable and shall not be enforced.

Attention is called to the Provisions for Section 3. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3.

A copy of the Non-Collusive Affidavit shall be submitted with the proposal. This form is included in the proposal package.

The Housing Authority reserves the right to reject any or all of the proposals or to waive any informalities in the proposal process. The Housing Authority reserves the right to terminate the selection proceedings at its option at any time during the process.

No proposal shall be withdrawn for a period of 30 days (30) subsequent to the submittal date without consent of the Housing Authority.

The Housing Authority of Poplar Bluff is an Equal Opportunity Employer.

Submittal Requirements and Format:

Submittals from contractors will not be evaluated unless PBHA receives submittal letter and supporting data which shall include the following list of items and in this order. Submittals are prepared at the firm's expense and upon submission become the property of PBHA and therefore become a matter of public record once the successful firm has been chosen and contract awarded.

Proposals shall be delivered in a sealed envelope clearly marked with "RFP ELEVATOR 2019 REPAIR AND INSPECTION SERVICES"

To be included in the submission in this order:

1. Cover letter of no more than two pages that includes a written summary of why your firm would provide excellent service to PBHA.
2. Owner's name, company name, address, phone, fax, and email.
3. Type of work contractor licensed to perform and specialization of firm.
4. Pricing as requested in the appropriate attachment for the service contract being bid. Please copy and use the pricing table(s) for your submission.
5. Insurance Company Name, address, phone, fax, and email.
6. Proof of General Liability, Workers Compensation, Automobile Insurance with appropriate limits for insurance. If a contract is awarded, PBHA must be named on your insurance forms.
7. List and description of projects in which the firm has participated in the past three years.
8. Organizational chart or narrative including principals and individual responsible for work.
9. Two references for whom the firm has performed related work for in the last three years.
10. **Sample Contract.** If your firm needs additional language or addendums (see sample Contract document included and part of this RFP), please provide with proposal.
11. Forms requiring signatures. HUD 5369-A, Non-Collusive Affidavit, Proposal Form

Poplar Bluff Housing Authority does business in accordance with the Federal Fair Housing Law (the Fair Housing Amendments Act of 1988). PBHA shall not discriminate against or in favor of any bidder on the basis of race, religion, sex or sexual preference, age, national origin, disability or political affiliation.

Instructions to Offerors Non-Construction



1. Preparation of Offers

(a) Offerors are expected to examine the statement of work, the proposed contract terms and conditions, and all instructions. Failure to do so will be at the offeror's risk.

(b) Each offeror shall furnish the information required by the solicitation. The offeror shall sign the offer and print or type its name on the cover sheet and each continuation sheet on which it makes an entry. Erasures or other changes must be initialed by the person signing the offer. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the HA.

(c) Offers for services other than those specified will not be considered.

2. Submission of Offers

(a) Offers and modifications thereof shall be submitted in sealed envelopes or packages (1) addressed to the office specified in the solicitation, and (2) showing the time specified for receipt, the solicitation number, and the name and address of the offeror.

(b) Telegraphic offers will not be considered unless authorized by the solicitation; however, offers may be modified by written or telegraphic notice.

(c) Facsimile offers, modifications or withdrawals will not be considered unless authorized by the solicitation.

3. Amendments to Solicitations

(a) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

(b) Offerors shall acknowledge receipt of any amendments to this solicitation by

- (1) signing and returning the amendment;
- (2) identifying the amendment number and date in the space provided for this purpose on the form for submitting an offer,
- (3) letter or telegram, or
- (4) facsimile, if facsimile offers are authorized in the solicitation. The HA/HUD must receive the acknowledgment by the time specified for receipt of offers.

4. Explanation to Prospective Offerors

Any prospective offeror desiring an explanation or interpretation of the solicitation, statement of work, etc., must request it in writing soon enough to allow a reply to reach all prospective offerors before the submission of their offers. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an amendment of the solicitation, if that information is necessary in submitting offers or if the lack of it would be prejudicial to any other prospective offerors.

5. Responsibility of Prospective Contractor

(a) The HA shall award a contract only to a responsible prospective contractor who is able to perform successfully under the terms and conditions of the proposed contract. To be determined responsible, a prospective contractor must -

- (1) Have adequate financial resources to perform the contract, or the ability to obtain them;

- (2) Have a satisfactory performance record;
- (3) Have a satisfactory record of integrity and business ethics;
- (4) Have a satisfactory record of compliance with public policy (e.g., Equal Employment Opportunity); and
- (5) Not have been suspended, debarred, or otherwise determined to be ineligible for award of contracts by the Department of Housing and Urban Development or any other agency of the U.S. Government. Current lists of ineligible contractors are available for inspection at the HA/HUD.

(b) Before an offer is considered for award, the offeror may be requested by the HA to submit a statement or other documentation regarding any of the foregoing requirements. Failure by the offeror to provide such additional information may render the offeror ineligible for award.

6. Late Submissions, Modifications, and Withdrawal of Offers

(a) Any offer received at the place designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before award is made and it -

- (1) Was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);
- (2) Was sent by mail, or if authorized by the solicitation, was sent by telegram or via facsimile, and it is determined by the HA/ HUD that the late receipt was due solely to mishandling by the HA/ HUD after receipt at the HA;
- (3) Was sent by U.S. Postal Service Express Mail Next Day Service - Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term "working days" excludes weekends and U.S. Federal holidays; or
- (4) Is the only offer received.

(b) Any modification of an offer, except a modification resulting from the HA's request for "best and final" offer (if this solicitation is a request for proposals), is subject to the same conditions as in subparagraphs (a)(1), (2), and (3) of this provision.

(c) A modification resulting from the HA's request for "best and final" offer received after the time and date specified in the request will not be considered unless received before award and the late receipt is due solely to mishandling by the HA after receipt at the HA.

(d) The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent either by registered or certified mail is the U.S. or Canadian Postal Service postmark both on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a legible date or the offer, modification, or withdrawal shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, offerors should request the postal clerk to place a hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper.

(e) The only acceptable evidence to establish the time of receipt at the HA is the time/date stamp of HA on the offer wrapper or other documentary evidence of receipt maintained by the HA.

(f) The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent by Express Mail Next Day Service-Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service-Post Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. "Postmark" has the same meaning as defined in paragraph (c) of this provision, excluding postmarks of the Canadian Postal Service. Therefore, offerors should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.

(g) Notwithstanding paragraph (a) of this provision, a late modification of an otherwise successful offer that makes its terms more favorable to the HA will be considered at any time it is received and may be accepted.

(h) If this solicitation is a request for proposals, proposals may be withdrawn by written notice, or if authorized by this solicitation, by telegram (including mailgram) or facsimile machine transmission received at any time before award. Proposals may be withdrawn in person by a offeror or its authorized representative if the identity of the person requesting withdrawal is established and the person signs a receipt for the offer before award. If this solicitation is an invitation for bids, bids may be withdrawn at any time prior to bid opening.

7. Contract Award

(a) The HA will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the HA, cost or price and other factors, specified elsewhere in this solicitation, considered.

(b) The HA may

- (1) reject any or all offers if such action is in the HA's interest,
- (2) accept other than the lowest offer,
- (3) waive informalities and minor irregularities in offers received, and (4) award more than one contract for all or part of the requirements stated.

(c) If this solicitation is a request for proposals, the HA may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the offeror's best terms from a cost or price and technical standpoint.

(d) A written award or acceptance of offer mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer shall result in a binding contract without further action by either party. If this solicitation is a request for proposals, before the offer's specified expiration time, the HA may accept an offer, whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award. Negotiations conducted after receipt of an offer do not constitute a rejection or counteroffer by the HA.

(e) Neither financial data submitted with an offer, nor representations concerning facilities or financing, will form a part of the resulting contract.

8. Service of Protest

Any protest against the award of a contract pursuant to this solicitation shall be served on the HA by obtaining written and dated acknowledgment of receipt from the HA at the address shown on the cover of this solicitation. The determination of the HA with regard to such protest or to proceed to award notwithstanding such protest shall be final unless appealed by the protestor.

9. Offer Submission

Offers shall be submitted as follows and shall be enclosed in a sealed envelope and addressed to the office specified in the solicitation. The proposal shall show **the hour and date specified in the solicitation for receipt, the solicitation number, and the name and address of the offeror, on the face of the envelope.**

It is very important that the offer be properly identified on the face of the envelope as set forth above in order to insure that the date and time of receipt is stamped on the face of the offer envelope. Receiving procedures are: date and time stamp those envelopes identified as proposals and deliver them immediately to the appropriate contracting official, and only date stamp those envelopes which do not contain identification of the contents and deliver them to the appropriate procuring activity only through the routine mail delivery procedure.

[Describe bid or proposal preparation instructions here:]

**U.S. Department of Housing
and Urban Development**
Office of Public and Indian Housing

**Representations, Certifications,
and Other Statements of Bidders**
Public and Indian Housing Programs

Representations, Certifications, and Other Statements of Bidders

Public and Indian Housing Programs

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1. Certificate of Independent Price Determination

(a) The bidder certifies that--

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

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

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

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

(1) Is the person in the bidder'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's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder'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 deletes or modifies subparagraph (a)2 above, the bidder must furnish with its bid a signed statement setting forth in detail the circumstances of the disclosure.

[] [Contracting Officer check if following paragraph is applicable]

(d) Non-collusive affidavit. (applicable to contracts for construction and equipment exceeding \$50,000)

(1) Each bidder shall execute, in the form provided by the PHA/IHA, an affidavit to the effect that he/she has not colluded with any other person, firm or corporation in regard to any bid submitted in response to this solicitation. If the successful bidder did not submit the affidavit with his/her bid, he/she must submit it within three (3) working days of bid opening. Failure to submit the affidavit by that date may render the bid nonresponsive. No contract award will be made without a properly executed affidavit.

(2) A fully executed "Non-collusive Affidavit" [] is, [] is not included with the bid.

2. Contingent Fee Representation and Agreement

(a) Definitions. As used in this provision:

"Bona fide employee" means a person, employed by a bidder and subject to the bidder's supervision and control as to time, place, and manner of performance, who neither exerts, nor proposes to exert improper influence to solicit or obtain contracts nor holds out as being able to obtain any contract(s) through improper influence.

"Improper influence" means any influence that induces or tends to induce a PHA/IHA employee or officer to give consideration or to act regarding a PHA/IHA contract on any basis other than the merits of the matter.

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

(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.

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

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

3. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (applicable to contracts exceeding \$100,000)

(a) The definitions and prohibitions contained in Section 1352 of title 31, United States Code, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The bidder, by signing its bid, hereby certifies to the best of his or her knowledge and belief as of December 23, 1989 that:

(1) No 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 on his or her behalf in connection with the awarding of a contract resulting from this solicitation;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) 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 on his or her behalf in connection with this solicitation, the bidder shall complete and submit, with its bid, OMB standard form LLL, "Disclosure of Lobbying Activities;" and

(3) He or she will include the language of this certification in all subcontracts at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(d) Indian tribes (except those chartered by States) and Indian organizations as defined in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B) are exempt from the requirements of this provision.

4. Organizational Conflicts of Interest Certification

The bidder certifies that to the best of its knowledge and belief and except as otherwise disclosed, he or she does not have any organizational conflict of interest which is defined as a situation in which the nature of work to be performed under this proposed contract and the bidder's organizational, financial, contractual, or other interests may, without some restriction on future activities:

- (a) Result in an unfair competitive advantage to the bidder; or,
(b) Impair the bidder's objectivity in performing the contract work.
[] In the absence of any actual or apparent conflict, I hereby certify that to the best of my knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement.

5. Bidder's Certification of Eligibility

(a) By the submission of this bid, the bidder certifies that to the best of its knowledge and belief, neither it, nor any person or firm which has an interest in the bidder's firm, nor any of the bidder's subcontractors, is ineligible to:

(1) Be awarded contracts by any agency of the United States Government, HUD, or the State in which this contract is to be performed; or,

(2) Participate in HUD programs pursuant to 24 CFR Part 24.

(b) The certification in paragraph (a) above is a material representation of fact upon which reliance was placed when making award. If it is later determined that the bidder knowingly rendered an erroneous certification, the contract may be terminated for default, and the bidder may be debarred or suspended from participation in HUD programs and other Federal contract programs.

6. Minimum Bid Acceptance Period

(a) "Acceptance period," as used in this provision, means the number of calendar days available to the PHA/IHA for awarding a contract from the date specified in this solicitation for receipt of bids.

(b) This provision supersedes any language pertaining to the acceptance period that may appear elsewhere in this solicitation.

(c) The PHA/IHA requires a minimum acceptance period of [Contracting Officer insert time period] calendar days.

(d) In the space provided immediately below, bidders may specify a longer acceptance period than the PHA's/IHA's minimum requirement. The bidder allows the following acceptance period: calendar days.

(e) A bid allowing less than the PHA's/IHA's minimum acceptance period will be rejected.

(f) The bidder agrees to execute all that it has undertaken to do, in compliance with its bid, if that bid is accepted in writing within (1) the acceptance period stated in paragraph (c) above or (2) any longer acceptance period stated in paragraph (d) above.

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

The bidder 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 business enterprise. "Women-owned business enterprise," as used in this provision, means a 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 business enterprise. "Minority business enterprise," as used in this provision, means a business which is at least 51 percent owned or controlled 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)

- | | |
|------------------------|------------------------------|
| [] Black Americans | [] Asian Pacific Americans |
| [] Hispanic Americans | [] Asian Indian Americans |
| [] Native Americans | [] Hasidic Jewish Americans |

8. Indian-Owned Economic Enterprise and Indian Organization Representation (applicable only if this solicitation is for a contract to be performed on a project for an Indian Housing Authority)

The bidder represents and certifies that it:

(a) [] is, [] is not an Indian-owned economic enterprise. "Economic enterprise," as used in this provision, means any commercial, industrial, or business activity established or organized for the purpose of profit, which is at least 51 percent Indian owned. "Indian," as used in this provision, means any person who is a member of any tribe, band, group, pueblo, or community which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs and any "Native" as defined in the Alaska Native Claims Settlement Act.

(b) [] is, [] is not an Indian organization. "Indian organization," as used in this provision, means the governing body of any Indian tribe or entity established or recognized by such governing body. Indian "tribe" means any Indian tribe, band, group, pueblo, or

community including Native villages and Native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act, which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs.

9. Certification of Eligibility Under the Davis-Bacon Act (applicable to construction contracts exceeding \$2,000)

(a) By the submission of this bid, the bidder certifies that neither it nor any person or firm who has an interest in the bidder's firm is a person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(b) No part of the contract resulting from this solicitation shall be subcontracted to any person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(c) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001.

10. Certification of Nonsegregated Facilities (applicable to contracts exceeding \$10,000)

(a) The bidder's attention is called to the clause entitled **Equal Employment Opportunity** of the General Conditions of the Contract for Construction.

(b) "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash 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, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

(c) By the submission of this bid, the bidder certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The bidder agrees that a breach of this certification is a violation of the Equal Employment Opportunity clause in the contract.

(d) The bidder further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) prior to entering into subcontracts which exceed \$10,000 and are not exempt from the requirements of the Equal Employment Opportunity clause, it will:

(1) Obtain identical certifications from the proposed subcontractors;

(2) Retain the certifications in its files; and

(3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

Notice to Prospective Subcontractors of Requirement for Certifications of Nonsegregated Facilities

A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Employment Opportunity clause of the prime contract. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

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

11. Clean Air and Water Certification (applicable to contracts exceeding \$100,000)

The bidder certifies that:

(a) Any facility to be used in the performance of this contract [] is, [] is not listed on the Environmental Protection Agency List of Violating Facilities:

(b) The bidder will immediately notify the PHA/IHA Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the Environmental Protection Agency, indicating that any facility that the bidder proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and,

(c) The bidder will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

12. Previous Participation Certificate (applicable to construction and equipment contracts exceeding \$50,000)

(a) The bidder shall complete and submit with his/her bid the Form HUD-2530, "Previous Participation Certificate." If the successful bidder does not submit the certificate with his/her bid, he/she must submit it within three (3) working days of bid opening. Failure to submit the certificate by that date may render the bid nonresponsive. No contract award will be made without a properly executed certificate.

(b) A fully executed "Previous Participation Certificate" [] is, [] is not included with the bid.

13. Bidder's Signature

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

(Signature and Date)

(Typed or Printed Name)

(Title)

(Company Name)

(Company Address)

Non-Collusive Affidavit

AFFIDAVIT

State of _____

County of _____

_____ being first duly sworn deposes and says:
(Individual's Name)

THAT he is _____ of
(Owner, Officer or Partner)

(Firm Name)

the party making the foregoing proposal dated _____, 2019 for elevator maintenance and repair services; that such proposal is genuine and not collusive or sham; that the offeror has not colluded, conspired, connived or agreed, directly or indirectly, with any offeror or person, to put in a sham proposal or to refrain from offering a proposal, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person, to fix the proposed prices of affiant or of any offeror, or to fix any overhead, profit or cost element of said proposed prices, or of that of any other offeror, or to secure any advantage against the Housing Authority of the City of Poplar Bluff Missouri or any person interested in the proposed contract; and that all statements in the said proposal are true.

(Signature of Offeror)

Subscribed and sworn to before me, this _____ day of _____, in the year _____

Notary Public

My Commission expires _____

General Conditions for Non-Construction Contracts

Section II – (With Maintenance Work)

U.S. Department of Housing and Urban
Development
Office of Public and Indian Housing
Office of Labor Relations
OMB Approval No. 2577-0157 (exp. 3/31/2020)

Public Reporting Burden for this collection of information is estimated to average 0.08 hours 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. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Reports Management Officer, Office of Information Policies and Systems, U.S. Department of Housing and Urban Development, Washington, D.C. 20410-3600; and to the Office of Management and Budget, Paperwork Reduction Project (2577-0157), Washington, D.C. 20503. Do not send this completed form to either of these addressees.

Applicability. This form HUD-5370C has 2 Sections. These Sections must be inserted into non-construction contracts as described below:

in the classification under this Contract from the first day on which work is performed in the classification.

- 1) Non-construction contracts (*without* maintenance) greater than \$100,000 - use Section I;
- 2) Maintenance contracts (including nonroutine maintenance as defined at 24 CFR 905.200) greater than \$2,000 but not more than \$100,000 - use Section II; and
- 3) Maintenance contracts (including nonroutine maintenance), greater than \$100,000 – use Sections I and II.

Section II – Labor Standard Provisions for all Maintenance Contracts greater than \$2,000

1. Minimum Wages

- (a) All maintenance laborers and mechanics employed under this Contract in the operation of the project(s) shall be paid unconditionally and not less often than semi-monthly, and without subsequent deduction (except as otherwise provided by law or regulations), the full amount of wages due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Housing and Urban Development which is attached hereto and made a part hereof. Such laborers and mechanics shall be paid the appropriate wage rate on the wage determination for the classification of work actually performed, without regard to skill. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination, including any additional classifications and wage rates approved by HUD under subparagraph 1(b), shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.
- (b) (i) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the Contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate only when the following criteria have been met:
 - (1) The work to be performed by the classification required is not performed by a classification in the wage determination;
 - (2) The classification is utilized in the area by the industry; and
 - (3) The proposed wage rate bears a reasonable relationship to the wage rates contained in the wage determination.
- (ii) The wage rate determined pursuant to this paragraph shall be paid to all workers performing work

2. Withholding of funds

The Contracting Officer, upon his/her own action or upon request of HUD, shall withhold or cause to be withheld from the Contractor under this Contract or any other contract subject to HUD-determined wage rates, with the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics employed by the Contractor or any subcontractor the full amount of wages required by this clause. In the event of failure to pay any laborer or mechanic employed under this Contract all or part of the wages required under this Contract, the Contracting Officer or HUD may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment or advance until such violations have ceased. The Public Housing Agency or HUD may, after written notice to the Contractor, disburse such amounts withheld for and on account of the Contractor or subcontractor to the respective employees to whom they are due.

3. Records

- (a) The Contractor and each subcontractor shall make and maintain for three (3) years from the completion of the work records containing the following for each laborer and mechanic:
 - (i) Name, address and Social Security Number;
 - (ii) Correct work classification or classifications;
 - (iii) Hourly rate or rates of monetary wages paid;
 - (iv) Rate or rates of any fringe benefits provided;
 - (v) Number of daily and weekly hours worked;
 - (vi) Gross wages earned;
 - (vii) Any deductions made; and
 - (viii) Actual wages paid.
- (b) The Contractor and each subcontractor shall make the records required under paragraph 3(a) available for inspection, copying, or transcription by authorized representatives of HUD or the HA and shall permit such representatives to interview employees during working hours on the job. If the Contractor or any subcontractor fails to make the required records available, HUD or its designee may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance or guarantee of funds.

4. Apprentices and Trainees

- (a) Apprentices and trainees will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in:
 - (i) A bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration (ETA), Office of

Apprenticeship Training, Employer and Labor Services (OATELS), or with a state apprenticeship agency recognized by OATELS, or if a person is employed in his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by OATELS or a state apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice; A

- (ii) A trainee program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, ETA; or
- (iii) A training/trainee program that has received prior approval by HUD.

- (b) Each apprentice or trainee must be paid at not less than the rate specified in the registered or approved program for the apprentice's/trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices and trainees shall be paid fringe benefits in accordance with the provisions of the registered or approved program. If the program does not specify fringe benefits, apprentices/trainees must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification.
- (c) The allowable ratio of apprentices or trainees to journeyman on the job site in any craft classification shall not be greater than the ratio permitted to the employer as to the entire work force under the approved program.
- (d) Any worker employed at an apprentice or trainee wage rate who is not registered in an approved program, and any apprentice or trainee performing work on the job site in excess of the ratio permitted under the approved program, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.
- (e) In the event OATELS, a state apprenticeship agency recognized by OATELS or ETA, or HUD, withdraws approval of an apprenticeship or trainee program, the employer will no longer be permitted to utilize apprentices/trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

5. Disputes concerning labor standards

- (a) Disputes arising out of the labor standards provisions contained in Section II of this form HUD-5370-C, other than those in Paragraph 6, shall be subject to the following procedures. Disputes within the meaning of this paragraph include disputes between the Contractor (or any of its subcontractors) and the HA, or HUD, or the employees or their representatives, concerning payment of prevailing wage rates or proper classification. The procedures in this section may be initiated upon HUD's own motion, upon referral of the HA, or upon request of the Contractor or subcontractor(s).
 - (i) A Contractor and/or subcontractor or other interested party desiring reconsideration of findings of violation by the HA or HUD relating to the payment of straight-time prevailing wages or classification of work shall request such reconsideration by letter postmarked within 30 calendar days of the date of notice of findings issued by the HA or HUD. The request shall set

forth those findings that are in dispute and the reasons, including any affirmative defenses, with respect to the violations. The request shall be directed to the appropriate HA or HUD official in accordance with instructions contained in the notice of findings or, if the notice does not specify to whom a request should be made, to the Regional Labor Relations Officer (HUD). The HA or HUD official shall, within 60 days (unless otherwise indicated in the notice of findings) after receipt of a timely request for reconsideration, issue a written decision on the findings of violation. The written decision on reconsideration shall contain instructions that any appeal of the decision shall be addressed to the Regional Labor Relations Officer by letter postmarked within 30 calendar days after the date of the decision. In the event that the Regional Labor Relations Officer was the deciding official on reconsideration, the appeal shall be directed to the Director, Office of Labor Relations (HUD). Any appeal must set forth the aspects of the decision that are in dispute and the reasons, including any affirmative defenses, with respect to the violations. The Regional Labor Relations Officer shall, within 60 days (unless otherwise indicated in the decision on reconsideration) after receipt of a timely appeal, issue a written decision on the findings. A decision of the Regional Labor Relations Officer may be appealed to the Director, Office of Labor Relations, by letter postmarked within 30 days of the Regional Labor Relations Officer's decision. Any appeal to the Director must set forth the aspects of the prior decision(s) that are in dispute and the reasons. The decision of the Director, Office of Labor Relations, shall be final.

- (b) Disputes arising out of the labor standards provisions of paragraph 6 shall not be subject to paragraph 5(a) of this form HUD-5370C. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor set forth in 29 CFR Parts 5, 6 and 7. Disputes within the meaning of this paragraph 5(b) include disputes between the Contractor (or any of its subcontractors) and the HA, HUD, the U.S. Department of Labor, or the employees or their representatives.

6. Contract Work Hours and Safety Standards Act

The provisions of this paragraph 6 are applicable only where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" includes watchmen and guards.

- (a) **Overtime requirements.** No Contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.
- (b) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the provisions set forth in paragraph 6(a), the Contractor and any

subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to the District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the provisions set forth in paragraph (a) of this clause, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by provisions set forth in paragraph (a) of this clause.

- (c) **Withholding for unpaid wages and liquidated damages.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the U.S. Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such Contract or any federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the provisions set forth in paragraph (b) of this clause.

7. Subcontracts

The Contractor or subcontractor shall insert in any subcontracts all the provisions contained in this Section II and also a clause requiring the subcontractors to include these provisions in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the provisions contained in these clauses.

8. Non-Federal Prevailing Wage Rates

Any prevailing wage rate (including basic hourly rate and any fringe benefits), determined under state law to be prevailing, with respect to any employee in any trade or position employed under the Contract, is inapplicable to the contract and shall not be enforced against the Contractor or any subcontractor, with respect to employees engaged under the contract whenever such non-Federal prevailing wage rate, exclusive of any fringe benefits, exceeds the applicable wage rate determined by the Secretary of HUD to be prevailing in the locality with respect to such trade or position.

Maintenance Wage Rate Decision	U.S. Department of Housing and Urban Development Office of Labor Relations	HUD FORM 52158 (06/2006)	
Agency Name: Poplar Bluff Housing Authority 506 Hazel Street Poplar Bluff, MO 63901 FY 2020 Contract Maintenance - Approved	LR 2000 Agency ID No: MO013A	Wage Decision Type: <input type="checkbox"/> Routine Maintenance <input checked="" type="checkbox"/> Nonroutine Maintenance	
	Effective Date: 4/1/2019	Expiration Date: 3/31/2020	
<p>The following wage rate determination is made pursuant to Section 12(a) of the U.S. Housing Act of 1937, as amended, (public housing agencies), or pursuant to Section 104(b) of the Native American Housing Assistance and Self-determination Act of 1996, as amended, (Indian housing agencies). The agency and its contractors may pay to maintenance laborers and mechanics no less than the wage rate(s) indicated for the type of work they actually perform.</p> <p>William Moore (Signed)-//ss// Contractor Industrial Labor Relations Specialist, Davis-Bacon and Labor Standards (DBLS) Division _____ HUD Labor Relations (Name, Title, Signature)</p> <p style="text-align: right;">2/15/2019 _____ Date</p>			
WORK CLASSIFICATION(S)	HOURLY WAGE RATES		
	BASIC WAGE	FRINGE BENEFIT(S) (if any)	

Carpenter
Electrician
Plumber
HVAC Mechanic
Elevator Mechanic

\$19.16
\$24.51
\$25.28
\$17.29
\$38.21

N/A
N/A
N/A
N/A
N/A

*Workers may be part time or seasonal or permanent. If permanent, applicable fringe benefits are stated in the Agency's Personnel Plan and paid accordingly.

The HUD Davis-Bacon and Labor Standards (DBLS) Division establishes and issues prevailing maintenance wage rates for maintenance workers/services (employee and contractors) performing maintenance work at low-income public housing units owned/operated by Public Housing Authorities. Authorities may not pay less than these rates. Questions on these rates may be addressed to the approving authority at 913.551.6606.

POST in an area of the housing authority that is visible and accessible to all maintenance workers.

The agency employee benefit program has been determined by HUD to be acceptable for meeting the prevailing fringe benefit requirements.

(HUD Labor Relations: If applicable, check box and initial below.)

LR Staff Initial

FOR HUD USE ONLY
LR2000:

Log in: Directed

Log out:

TECHNICAL SPECIFICATIONS

1. SCOPE OF WORK

The Contractor shall provide all labor, supervision, tools, equipment, materials and transportation to Poplar Bluff, MO and to the Housing Authority of Poplar Bluff.

- A. Perform preventive maintenance services and code-mandated safety/mechanical inspections and tests on specified elevator equipment.
- B. Replace worn and defective "consumable" parts, and adjust equipment for proper operation, following manufacturer's recommendations and code requirements.

Not included in the scope of work:

- A. New construction or modification of existing equipment.
- B. Repair of damage caused by negligence or misuse of elevator equipment by others than the Contractor.
- C. Repair of damage caused by fire, flood or other disaster.

2. CONTRACTOR'S QUALIFICATIONS

The Contractor shall have an established record of satisfactorily maintaining equipment of the types identified in the proposal, and shall possess the capability, including qualified technicians, technical expertise and support infrastructure, to provide all services called by the proposal.

All work shall be performed by journeymen elevator mechanics directly employed and supervised by the Contractor. No work shall be subcontracted, except that major components may be rebuilt by qualified suppliers.

Before contract award is made, bidders will be required to furnish a statement of qualifications for review and approval by the Contracting Officer and Maintenance Manager.

3. COMPLIANCE WITH SAFETY CODES

The Contractor shall maintain elevator equipment in compliance with the latest adopted edition of the Safety Code for Elevators and Escalators (ASME/ANSI A 17.1) and all applicable codes and regulations in effect in the jurisdiction where the equipment is located.

The Contractor shall promptly report to the Maintenance Manager, all known equipment deficiencies and provide prompt cost proposals for corrective work outside the scope of this contract, which may be required by the State Elevator Inspector or other code enforcement authorities.

4. WORKING HOURS AND CONDITIONS

Normal Work Hours/Overtime Costs: Unless otherwise approved by the designated PBHA contact person, all scheduled work shall be performed during normal business hours and day (typically, Monday-Friday, 8:00 a.m. to 4:30 p.m., excluding designated holidays). However, the Contractor shall respond to any emergency type calls (i.e. elevator down; etc.) at the time that such occurs.

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

To prevent unnecessary disruption to operations, the Contractor shall coordinate with the Maintenance Manager all planned equipment shutdowns, and all work to be performed outside of normal business hours.

Response Time: The Contractor shall arrive at the site within 24 hours or receipt of the call that the equipment is inoperable or in problem status. If the Contractor cannot do so due to another emergency situation, the Contractor shall immediately notify the designated PBHA contact person of such. As to emergencies (i.e. person stuck in elevator), the Contractor must arrive within 4 hours of receipt of such call, or must immediately notify the designated PBHA contact person of his/her inability to do such. In each case, the PBHA shall then have the right to contact another firm to address the problem at the Contractor's expense.

5. PREVENTIVE MAINTENANCE SERVICES

- A. Unless superseded by more stringent requirements of these specifications, conform to requirements of the ASME/ANSI A17.1 Code, Section 1206 MAINTENANCE.
- B. Perform the following services once a month for a period of 12 months.
 - (1) Perform a complete operational check of each elevator. Check starting, operating, leveling and stopping parameters, including proper operation of elevator car and hoist way doors. Adjust or repair equipment as required to maintain operation within manufacturer's tolerances and ASME/ANSI A17.1 Code requirements.
 - (2) The maintenance will include inspection, lubrication, adjustment, and, if conditions warrant, repair or replacement of the following;
 - (3) Machines, worms, gears, thrust bearings, drive sheaves, drive sheave shaft bearings, brake pulleys, brake coils, contacts, linings, and component parts;
 - (3) Check operating components requiring periodic lubrication. Lubricate as necessary, following manufacturer's recommendations and specifications;

- (4) Maintain machine rooms, hoistway pits, hoistway door interlocks and hangers, bottom door guides, and auxiliary door closing devices, elevator car tops, including equipment in these areas, in clean condition. Remove excessive lubricant and wipe up oil leaks;
- (5) Controller parts, selectors and dispatching equipment, relays, solid-state components, transducers, resistors, condensers, power amplifiers, transformers, contacts, leads, dashpots, timing devices, computer and microcomputer devices, steel selector tapes, mechanical and electrical driving equipment, signal lamps and position indicating equipment;
- (6) Door operators, car door hangers, car door contacts, door protective devices, load weighing devices, car frames, car safety mechanisms, platforms, car and counterweight guide shoes including rollers and gibs, and emergency car lighting;
- (7) Motors, motor generators, motor windings, rotating elements, commutators, brushes, brush holders, and bearings;
- (8) Governor components, governor sheaves and shaft assemblies, bearings, contacts, governor jaw, deflector or secondary sheaves, car and counterweight buffers, car and counterweight guide rails, car and counterweight sheave assemblies, top and bottom limit switches, governor tension sheave assemblies, and compensating sheave assemblies;
- (9) Pumps, pump motors, operating valves, valve motors, leveling valves, plunger packings, exposed piping, above ground plungers and cylinders, and hydraulic fluid tanks;
- (10) Replace wire ropes or coated steel belts as often as necessary to maintain an appropriate factor of safety. As conditions, usage, or Code warrants, equalize the tension on hoisting ropes, resocket ropes for drum machines, and repair or replace conductor cables and hoistway and machine-room elevator wiring;
- (11) Additional work shall be performed by the Contractor only if the PBHA has given prior written permission to do so. All such work shall be at the PBHA's expense, unless such damage or problem was necessitated by the actions or lack of action of the Contractor

- C. Perform periodic inspections and tests of elevator and equipment at intervals required by the ASME/ANSI A17.1 Code, Part X, or other governing authority, if more stringent.
- D. Deliver copies of test reports to Maintenance Foreman within thirty (30) days after performing required tests.

6. REPLACEMENT PARTS

- A. Within thirty (30) days after contract award, the Contractor shall provide a local stock or identify a local source for high-mortality parts and consumable items for each elevator serviced.
- B. The Contractor shall demonstrate in-stock warehouse availability of major parts for replacement of door operator components, controller parts and electronic modules, door protective devices, hangers, bearings, hoist way switches and contacts.
- C. The Contractor shall maintain sources of supply so that other major components are available and can be delivered within two (2) days, if a major breakdown occurs.
- D. If parts not readily available are required, the Contractor shall make every effort to perform emergency repairs that will allow safe operation of the equipment within the shortest practicable time. All reports will be considered temporary and incomplete until standard parts are procured and installed. If parts not in stock are needed, the Contractor shall make every effort to obtain the parts with the least practicable delay. Replacement parts shall meet the elevator equipment manufacturer's specifications in all respects.
- E. Within the Contract Scope of Work, the Contractor shall provide all consumable parts, components and supplies required to maintain the equipment in service. "Consumable" parts are defined in "**5. Preventive Maintenance Services**" (A. through D. above).
- F. If "**Major**" replacement parts, not otherwise enumerated in "**5. Preventive Maintenance Services**" (A. through D. above) are required, the Contractor shall notify the PBHA Maintenance Manager.

"Major" parts are defined as costing over two hundred dollars (\$200.00) each.
- G. The Contractor shall guarantee all replacement parts for a minimum period of one hundred eighty (180) days and replace such parts failing during this period at no additional cost to the PBHA for parts or labor.
- H. **Parts/Supplies:** In performing the required work the Contractor agrees to provide only genuine parts used by the manufacturer of the equipment for replacement or repair and to only use those lubricants obtained from and/or recommended by the manufacturer of the equipment, except that equivalent parts or lubricants may be used if approved in writing by the PBHA representative named in the ensuing contract. Parts or equipment required for repairs shall, if applicable, be rebuilt to an "as new" condition. No parts or vertical transportation equipment covered under the ensuing contract shall be permanently removed from the job site without the written permission of the aforementioned PBHA person named in the ensuing contract.

7. MAJOR REPAIRS

- A. A "Major Repair" is defined as furnishing and installing necessary "major replacement parts (see 6 F above) beyond the scope of specified periodic inspection and preventive maintenance services.
- B. After determining as far as practicable, the extent of major repairs needed to restore defective equipment to full service, the Contractor shall provide the PBHA Maintenance Manager with a written proposal outlining the scope of repairs, detailed parts listing, a cost estimate including labor, and an estimated time for completion. The Contractor shall not proceed with major repairs until directed to do so in writing by the PBHA Maintenance Manager.

8. EMERGENCY SERVICE

- A. To maintain elevator equipment fully operational at all times, the Contractor shall provide emergency or call-back service on an as-needed basis. Such call-back service shall be provided twenty-four (24) hours per day, seven (7) days per week.

Response to a call-back shall consist of providing an elevator mechanic on-site within twenty-four (24) hours after being notified of an elevator breakdown by the PBHA Maintenance Manager (or designee).

- B. Emergency Situations: The Contractor must inform the PBHA designated contact immediately by telephone, and then within 24 hours thereafter in writing; of any life-threatening or possibly dangerous situations that come to the attention of or are discovered at any time by the Contractor.

9. INSPECTIONS

- A. The Contractor shall perform an annual survey of all elevator equipment covered by this contract and provide the Maintenance Manager with a written report, including any noted functional or code compliance deficiencies. The survey shall be conducted by a qualified person at a supervisory level, independent of the elevator technician(s) performing other specified work.
- B. The Contractor shall perform an annual safety test of all elevators. Safety tests and other tests and inspections shall be performed by the Contractor as recommended, required and in accordance with the, ANSI/AASME A17.1, Safety Code for Elevators and Escalators, and A17.3, Safety Code for Existing Elevators and Escalators.
- C. Safety Inspections shall be performed at a minimum within a 30-day period beginning 15 days prior to the expiration date of most current Sate Operating Certificate and Local Operating Certificate; and final documentation provided not later than 15 days after the expiration date of the most current certification.

10. SERVICE RFEPORTS

- A. The Contractor shall provide the Contracting Officer with a service report at the completion of each inspection or service call, noting the elevator(s) serviced, a description of the trouble and how repaired and any recommendations regarding the equipment. All deficiencies or repairs considered to be outside the scope of this contract shall be specifically described. Service reports shall be submitted to the Contracting Officer within five (5) working days.
- B. Service Calls: After completing a service call, the Contractor's representative shall provide to the PBHA a job ticket. The ticket shall include, but not be limited to, the following information:
 - a. Company name;
 - b. Printed name(s) of the personnel performing the work;
 - c. Date of service;
 - d. Specific elevator and equipment worked on;
 - e. Detailed description of the work performed;
 - f. Parts used and cost of parts;
 - g. Specific and total time spent on job.

11. SERVICE CARDS

- A. The Contractor shall prepare a "record of service" card for each elevator and post in a conspicuous place in each elevator machine room. The card format is optional with the Contractor, but shall contain at least the following information:
 - a. Elevator serial number and Department of Labor elevator inspector's designation;
 - b. Date when each preventive maintenance service and inspection was performed.
 - c. Signature or initials of elevator mechanic performing the work.
 - d. Card shall be maintained in each machine room during the life of the contract.
 - e. At contract close-out, cards shall be delivered to the Contracting Officer.

12. GUARANTEE

- A. All work performed by the contractor shall be fully guaranteed between inspections

MAINTENANCE COST PROPOSAL FORM

MONTHLY

YEARLY

- 1. N. Tower High Rise - Traction – 15 Story – Passenger = \$ _____ \$ _____
- 2. N. Tower High Rise - Traction – 15 Story – Freight = \$ _____ \$ _____
- 3. S. Tower High Rise - Traction – 15 Story – Passenger = \$ _____ \$ _____
- 4. S. Tower High Rise - Traction – 15 Story – Freight = \$ _____ \$ _____
- 5. Hillcrest – Hydraulic – 4 Story – Passenger = \$ _____ \$ _____
- 6. Hillcrest – Hydraulic – 4 Story – Freight = \$ _____ \$ _____
- 7. Wilson – Hydraulic – 3 Story – Passenger = \$ _____ \$ _____

TOTAL YEARLY COST = \$ _____

Signature President/CEO (authorized representative)

Printed Name/Title

Date

CONTRACT- SAMPLE ONLY – PLEASE DO NOT SUBMIT WITH YOUR BID!

For Elevator Maintenance and Repair Services Contractor

This **AGREEMENT** made this ____ day of _____ in the year 2019 by and between

Company Name

Address

hereinafter called the "Contractor,"

and the

Housing Authority of the City of Poplar Bluff

302 N. E Street, Poplar Bluff, Missouri 63901

hereinafter called "Poplar Bluff Housing Authority".

WITNESSETH that the Contractor and Poplar Bluff Housing Authority for the consideration stated herein mutually agree as follows:

Article 1. Statement of Services. The Contractor shall furnish all labor materials, tools and equipment and shall perform and complete all work required for the monthly maintenance and as-needed repair of the seven elevators as described in the RFP ELEVATOR 2019 REPAIR AND INSPECTION SERVICES; all located in the City of Poplar Bluff, Missouri and as per the specification dated September 25, 2019 which are incorporated herein by reference and made a part hereof.

Article 2. Term of Contract. This contract shall extend for a period of three years, January 1, 2020 through December 31, 2022. The contract shall be renewable for two additional twelve-month periods or one additional two-year period at the agreement of both parties and at the same rates and terms stipulated herein and/or as negotiated at least 90 days prior to the end date of the three-year initial Contract period.

Article 3. Schedule and Coordination. The Contractor shall perform all preventative maintenance work beginning January 1, 2020; once monthly as outlined in the Specifications dated September 25, 2019. The Contractor shall perform monthly maintenance on all elevators before the 10th of each month, and shall submit approved checklists and an invoice before the 20th of each month. Payment for monthly maintenance shall not be issued until checklists have been received, reviewed and rendered acceptable by Poplar Bluff Housing Authority.

Article 4: Notifications. It is the Contractor's responsibility to secure and pay for all permits and licenses, (if any), in conjunction with this contract. Copies of said permits and licenses shall be forwarded to the Poplar Bluff Housing Authority.

Article 5: Compensation. Poplar Bluff Housing Authority shall pay the Contractor for the performance of this contract as identified in the Request for Proposals and the Contractor's Proposal dated _____, 2019, in current funds, subject to additions and deductions as provided, the total sum of Not To Exceed (_____) (\$_____) monthly for a three year period, and at an hourly rate of (_____) (\$_____) for additional as needed repairs. In the event a 5 year load test needs to be performed, the undersigned proposes a cost of _____ (\$_____) per elevator during the entire contract terms including extensions, if any.

Materials are to be furnished by the Contractor and shall be at the Contractor's actual cost. Request for payments of the Contractor's monthly maintenance work shall be made upon completion and satisfactory testing of the maintained units at each development, and upon submission of a satisfactory checklist as per the Specifications. All non-routine work invoices by the Contractor shall include the amount of hours being billed, and shall also include a materials used portion with the Contractor's cost of materials. Request for payments for non-emergency non-routine work shall be made upon satisfactorily completed pre-approved work as applicable. The Contractor shall first obtain approval via a purchase order from authorized personnel before performing such work, or payment may be denied. The Contractor shall also submit a work ticket signed by authorized Poplar Bluff Housing Authority personnel detailing the work performed, the time(s) of service, the parts used and any other pertinent information regarding the work performed on the elevator(s). All emergency work shall follow the above procedure, and the Contractor need not obtain a purchase order if not possible. The Contractor must, however, submit a completed work ticket signed by authorized Poplar Bluff Housing Authority personnel for all emergency work.

Article 6: Termination of Contract for Cause. If, the Contractor shall fail unjustifiably to fulfill in a timely and proper manner his obligations under this contract or violates any statute or regulation, or if the Contractor violates 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 sixty (60) days before effective date of termination. The Authority shall have the benefit of such work completed up to effective date of such termination, and the Contractor shall be entitled to receive just and equitable compensation for such work.

Article 7: Termination for Convenience. The Poplar Bluff Housing Authority may terminate this contract in whole, or part, whenever the Poplar Bluff Housing Authority determines that such termination is in its best interest. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the date upon which such termination becomes effective. If the performance of work is terminated for convenience, either in whole or part, the Authority shall be liable to the Contractor for reasonable and proper costs resulting from such termination upon properly presented claim setting out in detail:

1. the total cost of the work performed to date of termination less the total amount of contract payments to the Contractor;
2. the cost of settling payment claims under material orders for work performed and materials and supplies delivered/consumed at the site to date of termination less amount of contract payments to Contractor.

Article 8: Subcontracting. The Contractor shall not enter into any subcontract with any subcontractor without prior approval of Poplar Bluff Housing Authority and who has been temporarily denied participation in a HUD program or who has been suspended or debarred from participating in contracting programs by any agency of the United States government or of the State of Missouri. The Contractor shall be as fully responsible to Poplar Bluff Housing Authority for the acts and omissions of his subcontractors, and of persons directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

Article 9: Indemnification. The Contractor will indemnify and hold Poplar Bluff Housing Authority and its Commissioners and employees harmless from and against liability, claims, damages, losses and expenses, experts, arising out of or resulting from performance of the

work contemplated hereunder, provided that such liability, claims, damages, losses or expenses are attributable to bodily injury, sickness, disease or death, or to injury or destruction of tangible property including loss of use resulting therefrom, but only to the extent caused in whole or part by the negligent or willful acts or omissions of the Contractor, the Contractor's Subcontractors, anyone directly or indirectly employed by them or anyone of them for whose acts they may be liable, regardless of whether or not such liability, claim, damages, loss or expense is caused in part the part indemnified hereunder.

Article 10. Business Registration Requirements. The Contractor shall provide to Poplar Bluff Housing Authority proof of the Contractor's business registration with the Missouri Division of Taxation. This document is required component of the proposal package. The contractor shall provide written notice to its subcontractors and suppliers of the responsibility to submit proof of business registration to the contractor. The requirement of proof of business registration extends down through all levels (tiers) of the project. Before final payment on the contract is made by Poplar Bluff Housing Authority, the contractor shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.

Article 11. Contract Documents. Contract Documents shall consist of the following component parts:

1. This instrument;
2. The Request for Proposals dated September 25, 2019;
3. The Contractor's proposal dated _____, 2019;
4. Form HUD-5370-C II, General Contract Condition;
5. Wage Rates
6. Addenda (if any).

This instrument together with the documents enumerated in this Article form the Contract, and they are fully a part of the Contract as if hereto attached or herein repeated. In the event that any provision in one of the component parts of the Contract conflicts with any provision of any other component part, the provision in the component part first enumerated in this Article 11 shall govern, except as otherwise specifically stated.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed the date and year first above written.

In the presence of:

_____ by _____

Name
Title
Company Name
Phone Number
In the presence of:

_____ by _____

Darrin J. Taylor
Executive Director
Housing Authority of the City of Poplar Bluff Missouri