

CITY OF WALTHAM, MASSACHUSETTS

INVITATION FOR BIDS

ELEVATOR MAINTENANCE - WALTHAM PUBLIC SCHOOLS

Sealed bids for providing full service elevator maintenance for the Waltham Public Schools will be received at the Office of the Purchasing Agent, City Hall, 610 Main Street, Waltham, MA, 02452, **until 10:00 AM on October 19, 2012**, at which time they will be publicly opened and read.

Site inspection and Bid Walk Thru will be held at 10:00 AM October 15, 2012. Meet Mark Good and Skip Bandini in the Main Lobby of the Waltham High School.

Bids shall be submitted on the form furnished and in a sealed envelope marked on the outside with the bid title and bidder's name.

A bid deposit in the amount of 5% of the bid in the form of a certified or cashiers check or a bid bond from a licensed surety company shall be filed with each bid. The City will award the contract to the lowest responsive and responsible bidder within thirty (30) business days of the bid opening.

Bidders must be certified by the Massachusetts Division of Capital Asset Management in the category of Elevators and bids must include a current Certificate of Eligibility and Update Statement.

Bidders must have been regularly engaged in the business of furnishing full service elevator maintenance for at least three (3) years prior to the bid opening. Bidders must include the organization name, address, contact name, and telephone number of at least three (3) full service elevator maintenance customers with their bid.

Bidders shall comply with all federal, state, and municipal laws and regulations governing elevator maintenance and be licensed to perform same.

Purchases by the City are exempt from federal, state, and municipal sales and excise tax.

The successful bidder will be required to comply with Minimum Wage Rates as determined by the State of Massachusetts.

The successful bidder will be required to furnish a Certificate of Insurance, naming the City as Additional Insured, for General Liability and Vehicle Liability Insurance in the amount of \$500,000 per occurrence and \$1,000,000 in the aggregate and Worker's Compensation as prescribed by the law.

The City reserves the right to reject any and all bids, in whole or in part, and to make awards as it determines to be in the best interest of the City.

Joseph Pedulla, MCPPO, Chief Procurement Officer

Telephone # 781-314-3244/ Fax # 781-314-3245,

Email: jp pedulla@city.waltham.ma.us

**CITY OF WALTHAM
WALTHAM PUBLIC SCHOOLS**

SPECIFICATION

FOR

**ELEVATOR MAINTENANCE & SERVICE
FY 2013, 2014, AND 2015**

AT

LAWRENCE SCHOOL
FITZGERALD ELEMENTARY SCHOOL
WHITTEMORE ELEMENTARY SCHOOL
WALTHAM HIGH SCHOOL
NORTHEAST ELEMENTARY SCHOOL
STANLEY ELEMENTARY SCHOOL
MCDEVITT MIDDLE SCHOOL
PLYMPTON ELEMENTARY SCHOOL
MACARTHUR ELEMENTARY SCHOOL
KENNEDY MIDDLE SCHOOL

FACILITIES DEPARTMENT
WALTHAM PUBLIC SCHOOLS
617 LEXINGTON STREET
WALTHAM, MASSACHUSETTS 02452

(781) 314-5421

**WALTHAM PUBLIC SCHOOLS
FACILITIES DEPARTMENT
617 LEXINGTON STREET
WALTHAM, MA 02452**

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FY 2014	BID SHEET	2 total
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SECTION I**GENERAL CONDITIONS
WALTHAM PUBLIC SCHOOLS****1.01 CONTRACTOR'S WORK**

All work to be done as indicated in these specifications and/or plans, or reasonably implied in or on either, shall be done by the Contractor unless specified to be done by others.

1.02 EXAMINATION OF SITE

Bidders are requested to contact the Facilities Department on any day between 8:00 a.m. and 2:00 p.m. (except Saturday, Sunday or Holidays) at which time a representative of the Facility will coordinate site access.

1.03 INTENT OF SPECIFICATIONS

It is the intention of this specification to delineate a first class piece of work, which when completed, shall present a finished appearance without any indication of careless or inferior material or workmanship. Except where hereinafter otherwise specified, materials and workmanship shall comply with the material. Manufacturer's most recent specification.

1.04 IMPLIED AND OTHER REQUIREMENTS

Should any work or material be required or any compliance with laws of the Commonwealth which is not detailed in the specifications or on the plans either directly or indirectly, but, which is nevertheless necessary for the proper carrying out of the intent thereof, the Contractor is to understand the same to be implied and required, and shall perform all such work, furnish any such material, and comply with any such laws as fully as if they were particularly delineated or described. The Contractor must cooperate and coordinate with the Facility Department regarding work to be done to properly execute this contract.

1.05 CONTRACTOR'S SIGNATURE

The Contractor's signature, in ink, on the bid proposal form will be held as evidence that he/she has familiarized himself/herself with all requirements for proper execution of the project.

1.06 REJECTION

The City of Waltham and/or Waltham Public Schools, through the School Committee, reserves the right to reject any and all bids, if it deems it is to the best interest of the Waltham Public Schools.

1.07 TIME ALLOWANCE

The work shall commence on the date specified in a written order from the City of Waltham and/or Waltham Public Schools as the date for such beginning. Refer to Section II, Part 2.02 (Scope of Work).

1.08 DELAYS

The authorized representative of the Waltham Public Schools may delay the commencement of the work, or any part thereof, due to unforeseen circumstances or conditions which have a bearing on the work required under this contract or for any other reason if it is deemed to be in the best interest of the Waltham Public Schools to do so. The Contractor shall have no claim for damages on account of such delay, but shall be entitled to so much additional time in which to complete the whole or any portion of the work required under this contract as the City of Waltham and/or Waltham. Public Schools shall certify, in writing, to be just.

1.09 MATERIALS

Preference in Supplies and Materials --_Your attention is directed to the provision of Chapter 7, Section 22 amended by Chapter 353 of the Acts of 1933 of the General Laws, which reads as follows: " Section 22, Clause 17" a preference in the purchase of supplies and materials other consideration being equal, in favor: first of supplies and materials within the Commonwealth; the second, of supplies and materials manufactured and sold elsewhere within the United States.

2. Or Equal —_The words "or equal" are understood to follow the name of any maker, vendor, or proprietary product used in these specifications to define the materials or articles required and are understood to mean any materials or articles which in the opinion of the City of Waltham and/or Waltham Public Schools is at least equal in quality, durability, appearance and perform at least equally the functions imposed by the general design.

3. Department Inspection and Tests —_Any material to be used and in the work may be tested or inspected at any time by the City of Waltham and/or Waltham Public Schools and may be rejected if it fails to comply with specified tests, or if it shall appear not to be first quality material or workmanship

4. Unsatisfactory Materials —_All materials furnished and used shall be new and of best quality available. Any material not meeting the approval of the City of Waltham and/or Waltham Public Schools will be rejected and shall be removed from the facility grounds by the Contractor, at no expense to the City of Waltham

1.10 EQUIPMENT

The Contractor shall furnish all tools, materials, labor and equipment required to do and to complete all work required for the satisfactory completion of the contract.

1.11 LABOR & INSURANCE

All workman employed on this contract shall not be paid less than the minimum wage rate for this area as designated by the Department of Labor & Industries, Commonwealth of Massachusetts. The Contractor shall furnish, and keep in force for the life of this contract Workman's Compensation Insurance for all workers employed on the job (Chapter 149 G.L. Section 34 A) Contractor's Protective Public Liability and Property Damage Liability Insurance must be maintained at the Contractor's expense during the life of the contract. The contractor shall not commence work on this contract until proof of compliance has been furnished to the City of Waltham on both Worker's Compensation and Public Liability Insurance. The Contractor shall take out and

maintain Insurance and Contractor's Protective Public Liability and Property Damage Liability Insurance in accordance with the contract terms in not less than the following amounts. The insurance certificate must contain the following language in the description of services box: "The City of Waltham is a named additional insured for all insurances as required by contract"

Bodily Injury		Property Damage	
Each Person	Each Occurrence	Each Person	Aggregate
\$500,000	\$1,000,000	\$500,000	\$1,000,000

1.12 UTILITIES

Water, light, heat and electric energy for construction purposes will be furnished by the City of Waltham at the nearest existing service outlets of such characteristics as are in existence and in such amounts as can be made available without hampering the operations of the facility. Wasteful use or other abuse of this privilege will be grounds for discontinuance.

1.13 SAFETY PRECAUTIONS

The Contractor shall take all precautions to safeguard the health and well-being of all workmen and all others rightfully on the facility premises who may be affected by work done under this contract. Contractor shall similarly safeguard facility property. All safety laws and regulations of the Commonwealth of Massachusetts, applicable to work performed under this contract, shall be adhered to.

1.14 STORAGE

The Contractor shall confine his/her apparatus, the storage of materials, and the operations of his/her workmen, to the limits prescribed by the facility and shall not unreasonably encumber the premises with his materials

1.15 POWER OF DEPARTMENT OR FACILITY REPRESENTATIVE

The City of Waltham shall have the power to reject all work or material which does not conform to this contract; to direct the application of additional workforce increased or diminished; and to decide questions, which arise between the parties, relative to the execution of the work.

1.16 INSPECTION

Official representatives of the City of Waltham shall have the right to inspect the workmanship and materials and all other aspects of the work, at any time.

1.17 SALVAGE

All salvageable materials, fixtures or equipment removed by the Contractor shall remain the property of the City of Waltham and shall be removed to locations as designated by the representative, unless ownership is specifically designated herein as being the Contractor's.

1.18 CLEANING UP

The Contractor shall, as directed by the City of Waltham. and/or Waltham Public Schools, remove from the facility property, at his own expense, all temporary structures, rubbish and waste materials, resulting from his operations.

1.19 ACCEPTANCE

The work shall be inspected for acceptance by the Waltham Public Schools promptly upon receipt of notice in writing that the work is ready for such inspection.

1.20 PAYMENT

Contractor shall select method of payment prior to starting any work. If the Contractor does not elect an option, then Option A will prevail.

1. Option A - Upon completion and acceptance of the work, the Contractor will be paid the price for the work provided in this contract. No partial payments will be made unless the contract price exceeds \$10,000. If the contract price exceeds \$10,000 a partial payment will be made when the value of the labor and materials incorporated in the work exceeds 60% of the contract price. The partial payment will be made for the value of the work completed, less 5%. No other payment will be made thereafter until the project has been completed and accepted.

2. Option B — If contract price exceeds \$10,000 monthly, or periodic billing is permitted by Contractor provided a Schedule of Values has been submitted and approved by the City of Waltham.

1.21 CHANGES IN WORK

The City of Waltham and/or Waltham Public Schools may order changes in the work within the scope of the contract, including but not limited to, changes in: (a) the plans and specifications; (b) in the method or manner of performance of the work; (c) in the cities facilities, equipment materials, services or site; (d) in the schedule for performance of work. The City of Waltham and/or Waltham Public Schools may direct the Contractor to perform any change order work and the Contractor shall immediately do any and all work required to effect the change in contract. Whenever a change in work is ordered, and said change will cause an equitable adjustment in the Contractor's cost, the Contractor may request an equitable adjustment in the contract price. A request for such an adjustment shall be in writing and shall be submitted by the Contractor to the City of Waltham before commencement of the pertinent work or as soon thereafter as possible. The City of Waltham and the Contractor shall by negotiation agree upon an equitable adjustment in the contract price before commencement of pertinent work or as soon as thereafter as possible. If no agreement is reached, the Contractor may appeal within thirty days as set forth in G.L. Chapter 30, § 39Q.

1.22 ADDENDA

Questions during the bidding period, regarding the accompanying plans and /or specifications, shall be submitted in triplicate to the City of Waltham and/or Waltham Public Schools, at least eight (8) days before the bid opening. The City of Waltham and/or Waltham Public Schools will prepare addenda on or about the four days prior to the bid opening, containing interpretations of all questions raised, which in the opinion of the City of Waltham and/or Waltham Public Schools require interpretation. All bidders of record will receive the addenda by certified mail.

1.23 NON-DISCRIMINATION ARTICLE

During the performance of this contract, the Contractor, for himself/herself, his/her assignees and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

1. In connection with performance of work: under this contract, the Contractor agrees not to discriminate against any employee or applicant for employment because of race, color, religious creed, national origin, age, ancestry, sex, physical or mental handicap. The aforesaid provisions 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 or compensation; conditions or privileges or employment; and selection for training; including apprenticeship. The Contractor agrees to post hereafter in conspicuous places, available for employees and applicants for employment, notices to be provided by the Massachusetts Commission against Discrimination setting forth the provisions of the fair employment practice law of the Commonwealth.

2. Compliance with Requirement: The Contractor shall comply with the provisions of the Governor's Code of Fair Practices dated July 20, 1970, and Chapter 151B as amended, of the non-discrimination laws of the Commonwealth which are herein incorporated by reference and made part of this contract.

3. Non-Discrimination: The Contractor, in the performance of all work after award, and prior to completion of the contract work, shall not discriminate on grounds of practices or in the selection or retention of sub-contractors, and in the procurement of materials and rental of equipment.

1.24 ANTI-BOYCOTT COVENANT

The Contractor warrants, represents and agrees that during the time the contract is in effect, neither it nor any affiliated company, as hereinafter defined, participates in or cooperates with any international boycott, as defined in Section 999(b) (3) and (4) of the Internal Revenue Code of 1954, as amended, or engages in conduct declared to be unlawful by Section 2 of Chapter 151E, Massachusetts General Laws. If there shall be a breach in the warranty, representation and agreement contained in this paragraph, then without limiting such other rights as it may have, the City of Waltham and/or Waltham Public Schools shall be entitled to rescind this contract. As used herein, affiliated company shall be any business entity of which at least 51% of the ownership interest of the Contractor, or which directly or indirectly owns at least 51% of the ownership interests of the Contractor.

1.25 EXECUTIVE ORDER NO. 195

The Governor or his designee, the secretary of Administration and Finance, and the State Auditor, or his designee, shall have the right at reasonable times and upon reasonable notice to examine the books, records, and other compilations of data of the Contractor(s) and Sub-Contractor(s) which pertain to the performance of the provisions and requirements of this proposed contract.

1.26 BID SECURITY

The bid must be accompanied by a **Bid Bond, or a Certified Check on, or a Treasurer's or Cashier's Check issued by a responsible bank or trust company, payable to Waltham Public Schools, in the amount of five (5) percent of bid. No other form of bid security will be accepted.**

All such bid deposits, except those of the three lowest responsible and eligible bidders, will be returned within five (5) days, Saturdays, Sundays, and legal holidays excluded, after the opening of proposals thereof.

All remaining bid deposits will be returned upon the execution of delivery of the performance bond and the payment bond, or if no award is made, upon the expiration of thirty (30) days after the opening of bids, therefore, unless forfeited by failure to obtain the aforementioned bond.

1.27 PERFORMANCE BOND

A bond, with an approved surety company as surety, for **the full amount of the contract**, will be required for the faithful performance of the contract. The bond must be furnished within **ten (10) working days after the date of receipt by the Contractor of the notification, by the Waltham Public Schools, of the award of the contract. In case of the failure of the bidder to furnish the bond within the said time, the City of Waltham may, at its option, determine that the bidder has abandoned the contract, and thereupon the proposal and acceptance shall be null and void. The bond shall remain in force & effect, for the full amount, for one (1) year from the date of acceptance of the work.**

1.28 MATERIAL BOND

A bond, with an approved surety company as surety, for **the full amount of the contract**, will be required as security for payment of laborers, material-men and others. This bond must be furnished at the time the performance bond is, within ten (1.0) working days after the date of receipt by the Contractor of the notification by the City of Waltham of award of the contract. This bond shall remain in force and effect for a period of 120 days from the date of acceptance of the work. (Chapter 149, Section 29 and Chapter 30, Section 39A of the General Laws).

1.29 PAYROLL RECORDS

Department of Labor and Industries requires that employers submit weekly payroll records to the City of Waltham for all employees who have worked on the project. Employers must preserve these records for three years. Forms will be provided with prevailing wage rate schedule.

1.30 TAX-EXEMPTION NUMBER

The successful bidder will be provided with a tax-exempt number in accordance with the provisions of G.L. Chapter 6411, Section 6 for the purchase of materials and supplies to be used or incorporated in the performance of this contract for the City of Waltham.

1.31 PREVAILING WAGES

The Commonwealth of Massachusetts Prevailing wage rates apply to this project. Contractors shall submit Certified Payrolls and Affidavits with every payment request made. Prevailing Wage Schedules are found in the City web site at www.city.waltham.ma.us/open-bids

1.32 COMPLIANCE DOCUMENTS

The compliance documents found at the end of this document must be completely filled out and submitted with your response. Failure to properly submit the completed Compliance forms will disqualify the bid.

END OF SECTION

SECTION II**ELEVATOR MAINTENANCE AND SERVICE
WALTHAM PUBLIC SCHOOLS****2.01 GENERAL REQUIREMENTS**

1. Attention is directed to the printed form of proposal, Section I and Attachment I of these specifications entitled "General Conditions" which are hereby made a part of this Section of the specifications.

2. Equality of materials or articles other than those named or described in this Section will be determined in accordance with the provisions of Section I, "General Conditions", Paragraph 1-09.

2.02 SCOPE OF WORK.

1. The scope of work without limiting the generality thereof, consists of furnishing all labor, equipment, parts, materials, riggings, and appurtenances required to regularly and systematically examine, adjust, clean, and repair or replace as required elevator equipment and parts of the specified elevators at various buildings (See Attachment I) of the Waltham Public Schools in Waltham, MA.

2. In general, the work shall consist of but not be limited to the following:

A. Inspections

The contractor shall be required to make monthly inspections of each elevator. Such inspections shall take place on the second Thursday of the month a minimum of 8 (eight) hours per inspection. Twelve inspections per year, commencing on July 1st of each contract year, shall be scheduled with the Director of Facilities or designee (See Attachment II). The bid price shall include the twelve monthly inspections and one annual safety inspection for each elevator. The annual safety inspection shall be in compliance with the requirements set forth by the Commonwealth of Massachusetts for passenger, freight elevators, and chairlifts.

3. The vendor shall provide the City of Waltham with qualified licensed elevator mechanics at all time, including recognized City of Waltham holidays (list provided — see Attachment II), to assume the requirements of these specification

4. Full Maintenance—_The vendor shall agree to examine on the second Wednesday of each month for not less than eight hours, clean, lubricate, adjust the vertical transportation equipment, provide call-back service safety tests, and, as conditions warrant, repair or replace all portions of the vertical transportation equipment included under this division of work.

Inclusions:

A. Parts -- In performing the required work, vendor agrees to provide only genuine parts used by the manufacturers of the equipment for replacement or repair, and to use only those lubricants obtained from and/or recommended by the manufacturer of the equipment. Parts requiring repair shall be rebuilt to an "as new condition." No parts or vertical transportation equipment covered under this division of work may be permanently removed from the jobsite without written approval by the Director of Facilities.

B. Vendor shall examine monthly for not less than eight hours, adjust, lubricate, and to the extent conditions warrant (unless otherwise specifically excluded herein) repair or replace the items of elevator equipment listed under item "F" below.

- C. By the 15th of each month, examine all safety devices and governors and conduct an annual test as required by any applicable municipal or state regulations.
- D. Renew all wire ropes when necessary to maintain industry safety standards, equalize the tension on all hoisting ropes and repair or replace conductor cables and hoist way and machine room elevator wiring.
- E. Vendor shall clean the entire hoist way, car top, pit and machine room equipment monthly.
- F. Elevator equipment to be maintained and/or replaced by vendor at no cost to Waltham Public Schools:
- G. Machine, worm, gear, thrust bearings, drive, sheave, drive sheave shaft bearings, brake pulley, brake coil, brake contact, linings, and component parts.

1. Motor and motor generator, motor windings, rotating elements, commutate brushes, brush and bearings.
2. Controller, selector and dispatching equipment, all relays, solid state components, resistors, condensers, transformers, contacts, leads, dashpots, timing devices, computer devises, steel selector tape and mechanical and electrical driving equipment.
3. Governor, governor sheave and shaft assembly, bearings, contacts, and governor jaws.
5. Deflector or secondary sheave, bearings, care and counterweight guide rails, top and bottom limit switches, governor tension sheave assembly, compensating sheave assembly, counterweight guide shoes including rollers or gibs.
6. Hoist door interlocks, hoist door interlocks, hoist way door hangers, bottom door guides and auxiliary door closing devices.
7. Automatic power operated door operator, car door hanger, car door contact, door protective device, load weighting equipment, car frame, car safety mechanism, platform, wood platform flooring and car gate.
8. Elevator car guide shoes, gibs or rollers when necessary to insure smooth and quiet operation. Except where roller guides are used, when applicable, guide rails will be kept properly lubricated.
9. The State of Massachusetts Performance Requirement Tests shall be conducted on every elevator at least two times per year as part of these specifications. It shall be the responsibility of the vendor to verify that said performance is in compliance with these specifications. The Director of Facilities reserves the right to request additional performance tests as and when deemed advisable. Cost for the additional test will be at the vendor's expense only when the requirements of these specifications are not being fulfilled. The vendor agrees to maintain the following individual car performance requirements of the elevators as designated on Attachment I.
10. Stopping accuracy shall be measured under all load conditions.
11. Variance from rated speed, regardless of load, shall not exceed +J- 5% traction machines, +1- 10% hydraulic machines.
12. Door closing pressure shall not exceed 30 lbf. in accomplishing the above requirements, the vendor shall maintain a comfortable elevator ride with smooth acceleration, retardation and soft stop. Door operation shall

be quiet and positive with smooth checking at the extremes to travel.

13. Group Supervisory Performance -- vendor shall where applicable check the group dispatching system and make necessary tests to ensure that all circuits and time settings are properly adjusted and that the system performs as designed and installed by the manufacturer.

H. Monthly, assure each elevator meets appropriate state codes or other codes pertaining to these elevators and repair or renew elevator to correct any inspector citations not related to the following exclusions.

2.03 EXCLUSIONS

1. Repair or replace building items, such as hoist way or machine rooms walls and floors, car enclosures, car finish floor material, hoist way entrance frames, doors and sills, telephone instruments and signal fixture face plates, smoke detectors and communication equipment not part of the original elevator installation.
2. Mainline and auxiliary disconnect switches, fuses, and feeders to control panels.
3. Lighting fixture lamps for car and machine room illumination.
4. Cleaning of car interiors and exposed portions of sills.

2.04 SPECIAL CONDITIONS

1. Wiring Diagrams — the elevator wiring diagrams, lubrications charts, and parts ordering manuals, located in the elevator machine room and elevator service spaces, are the property of the City of Waltham, and shall remain at the jobsite at all times.
2. Equipment Reliability — should any elevator be shut down for a period exceeding 48 hours (except for pre-scheduled repairs), the maintenance cost will be suspended and the cost for that month will be prorated.
3. Elevator Performance — vendor will furnish the Director of Facilities with an annual written report documenting the condition of each elevator including group supervisor performance, individual performance the problem shall be corrected within thirty calendar days to the satisfactory of the Director of Facilities. Once a year the vendor shall perform a visual survey for door open/close, break to break time, a registration time, and a door dwell time. Charts shall be examined and data compiled by the vendor and submitted with the report.
4. Monthly meetings -- vendor agrees to meet with the Director. of Facilities or City Representative on a monthly basis, to discuss the full maintenance program repair schedules, call-back reports, and any other vertical transportation problems.
5. Guarantees -- unless otherwise indicated or specified herein, the Contractor shall guarantee all

materials and the installation thereof, under normal and reasonable use to be free from mechanical and electrical defects for a period of one year from the date of final acceptance unless the equipment normally carried a guarantee of more than one year. Any replacement defects shall be provided by the Contractor without cost to the City of Waltham.

2.05 GENERAL CONDITIONS

1. The vendor shall maintain a log of all preventative maintenance services performed and submit a copy of same to the Director of Facilities or designee on a monthly basis, including the time expended on such services. The Contractor shall maintain a master log of all reported trouble calls and will submit a copy of same to the Director of Facilities on a monthly basis.
2. Vendor is responsible for the proper and safe operation of each elevator, therefore; the vendor shall notify the Director of Facilities promptly, in writing, of elevator repair or maintenance work needed or desirable which is not included in the scope of a given division of work. Said notification should include a firm estimate of the cost to perform the recommended work, along with an estimate of the time .required to perform same. The written estimate must include an explanation as to why the recommended service is not included under this specification. The Director of Facilities reserves the right to obtain bids on all work not covered by this specification for any repair work and award work to any service company.

2.05 GENERAL CONDITIONS, cont.

1. Vendor shall supply for every elevator serviced, a maintenance check chart to be hung conspicuously on the wall just inside the machine room entrance. Check chart shall list those activities which suits service being supplied for that given unit. Work activities to be completed shall be listed in weekly, semi-monthly, monthly, quarterly, semi-annually, or annual classifications. A place for checking off activities when completed shall be available. Chart shall have space for examiner's name and examiner's supervisor's name and company emergency phone number.
2. The vendor's mechanic will sign in at the Facilities Department prior to commencing repair and/or call-back service. When work is completed and mechanic is leaving the facility, he/she will sign out at the Facilities Department and leave a copy of the work voucher describing the nature of work performed.
3. Should it be found that the requirements and standards herein specified are not being satisfactorily maintained, the Director of Facilities may immediately demand that the vendor, at his expense, place the elevators in condition to meet these requirements.

2.06 CALL-BACK SERVICES

1. Vendor must make call-back services available on a 24-hour a day basis, for all equipment covered under this specification upon notification by the City of Waltham. The vendor shall attend to all calls within sixty (60) minutes. After each completed call, the contractor shall furnish a written report describing the cause of the elevator failure and the action taken. to the Director of Facilities.

2.07 BID FORMAT

1. The vendor shall submit his/her bid on the enclosed bid form. Any exceptions and/or clarifications to these specifications should be noted on the bid form in the appropriate space. Each bid must be accompanied

by a fall evaluation of present elevator equipment.

2. The vendor shall examine each elevator covered by this contract prior to submitting a bid.

2.08 TERMINATION

1. The Director of Facilities or designee reserves the right to make inspections and tests as and when deemed advisable, to ascertain the requirements of this contract are being fulfilled. Should it be found that the requirements of these specifications are not being satisfactorily maintained, the Director of Facilities may immediately demand that the vendor, at his expense, place the elevators in condition to meet this requirement. The contract may be canceled by the City at any time, provided non-performance of sufficient cause can be shown.

--- 90 days written notice for non-performance

--- 30 days written notice for not complying with intent of specifications

2.09 RIGHTS RESERVED BY THE CITY OF WALTHAM

1. The Director of Facilities or City Representative reserves the right to award the contract to other than the apparent low bidder.

2.10 QUALIFICATIONS

1. The vendor company must provide written documentation and proof that they have maintained an elevator maintenance organization comprising at least five (5) regularly employed licensed elevator mechanics for a minimum of five (5) years prior to the date of the bid.

2. The vendor must also provide written documentation that they have engaged in the maintenance of elevators by listing at least three (3) installations of the type indicated in this bid that they have maintained satisfactorily within the past three (3) years. Please list a contact person and telephone number for each location.

3. The vendor must maintain and/or establish, within a reasonable distance of the City of Waltham., an office to be used as a facility for the storage of an adequate inventory of parts such and as an operational base for the twenty-four (24) hour service as set forth in these specifications.

4. All maintenance and repair work. shall be performed by licensed personnel who have experience in working with the following type of equipment: **Atlas, Otis, Stanley, Dover, Thyssen & Garaventa, etc.**

5. The vendor must use only manufacturer replacement parts and have in stock on the job site, replacement parts including microprocessor boards as needed. Please supply available inventory with bid.

6. The vendor must maintain, at his/her own expense, a toll free number for twenty-four (24) hour service, staffed by the vendor's employees. The vendor must have the ability to supply estimated time of arrival, as well as have access to all employees and supervisors. Please supply a list of employees who will be available to the Director of Facilities. This list should include the name, title, and years of experience in elevator

repair.

7. The vendor's local office must have a staff of at least three (3) supervisor's for maintenance and two (2) supervisors for repairs. Please supply names, titles, and years of employment for these individuals.

2.11 SUPERVISION

The vendor shall appoint a maintenance superintendent who will be in charge of and have overall responsibility of the work to be performed by the contractor on a twenty-four (24) hour basis under this agreement. The vendor will appoint a mechanic who will have primary responsibility for the servicing of the elevators at the site. This mechanic shall have a minimum of five (5) years experience with equipment, as described in number 2.10, Qualifications. It shall be the responsibility of the vendor to establish a sequence of work and that the job progresses smoothly and on schedule, and will be required to work in close cooperation with the authorities to determine the schedule of work which may cause the city of Waltham the least inconvenience.

2.12 INSURANCE

The vendor shall procure and keep in effect the following insurance with respect to the services performed by the contractor or by anyone directly or indirectly employed by the vendor.

1. Workmen's Compensation and Employer's Liability Insurance in the vendor's name, with limits of liability under the employer's liability portion of not less than one-hundred-thousand-dollars (\$100,000.00).
2. Comprehensive Public Liability Insurance, including independent vendor and complete operations coverage with combined bodily injury and property damage limits of net less than one-million-dollars (\$1,000,000.00) each accident.
3. Contractual Liability Insurance in the vendor's name specifically endorsed to cover the indemnity in these specifications. The limits for bodily injury limits of not less than five-hundred-thousand-dollars (\$500,000.00).
4. Automatic Liability Insurance with an employer's non-ownership liability endorsement in the vendor's name. Limits of liability will not be less than five-hundred thousand dollars (\$500,000.00) per person and one-million dollars (\$1,000,000.00) per accident for bodily injury and five-hundred thousand (\$500,000.00) for property damage.

On the effective date of this agreement and on the anniversary date of adjustment thereafter, the vendor shall deliver to the Director of Facilities, certificates of Insurance satisfactory to city of Waltham evidencing such insurance coverage. The Certificate of Insurance must contain the following text in the description of Services: **"The City of Waltham is a named additional insured for insurances under the contract"**.

2.13 BID DEPOSIT

A bid deposit, payable to the City of Waltham in the amount of 5% of the bid price, must be submitted with said proposal and will be returned to the non-successful vendor (s).

2.14 DEFINITION OF TERM

"As conditions warrant" is defined by the Administration of the City of Waltham; because of the nature of users; i.e. residents, staff and visitors, vertical equipment shall not be labeled for failure under the term of misuse.

ATTACHMENT I**WALTHAM PUBLIC SCHOOLS
ELEVATOR MAINTENANCE & SERVICE**

LOCATION	ELEVATOR	TYPE
Lawrence School	308-P-515	Passenger
Fitzgerald Elementary	308-P-760	Passenger
Whittemore Elementary	308-P-771	Passenger
Waltham High School	308-P-95	Passenger
Waltham High School	308-F-96	Freight
Waltham High School	308-W-653	Wheelchair Lift
Waltham High School	308-W-640	Wheelchair Lift
Northeast Elementary School	308-P-687	Passenger
Stanley Elementary School	308-P-666	Passenger
McDevitt Middle School	308-P-681	Passenger
Plympton Elementary School	308-P-706	Passenger
MacArthur Elementary School	308-P-713	Passenger
Kennedy Middle School	308-P-714	Passenger
Kennedy Middle School	308-W-716	Stage lift

ATTACHMENT II

WALTHAM PUBLIC SCHOOL SYSTEM

LEGAL HOLIDAYS

NEW YEAR'S DAY

MARTIN LUTHER KING DAY

WASHINGTON'S BIRTHDAY

GOOD FRIDAY

PATRIOTS DAY

MEMORIAL DAY

4TH OF JULY

LABOR DAY

COLUMBUS DAY

VETERAN'S DAY

THANKSGIVING DAY

CHRISTMAS DAY

**ELEVATOR MAINTENANCE & SERVICE
 BID SHEET, FISCAL YEAR 2013 (JULY 1, 2012 – JUNE 30, 2013)**

#	Location	Monthly	12- months	Subtotal
12	MacArthur Elementary School 494 Lincoln Passenger Elevator (308-P-713) State of MA Annual Inspection	\$	\$ \$_____	\$
13	Kennedy Middle School 655 Lexington Street Passenger Elevator (308-P-714) State of MA Annual Inspection	\$	\$ \$_____	\$...
14	Kennedy Middle School 655 Lexington Street Stage Lift (308-W-716) State of MA Annual Inspection	\$	\$ \$_____	\$
			FY 2013 BID	\$ _____

**ELEVATOR MAINTENANCE & SERVICE
 BID SHEET, FISCAL YEAR 2014 (JULY 1, 2013 - JUNE 30, 2014)**

A. This bid includes addenda number: _____

B. Total proposal contract price is _____
 (includes annual inspection cost) *spell contract price here*

C. The sub-division of the proposed contract price is as follows:

	Location	Monthly	12-months	Subtotal
1	Lawrence School 258 Tranelo Road Passenger Elevator (308-P-515) State of MA Annual Inspection	\$	\$ \$	\$
2	Fitzgerald Elementary School 140 Beal Road Passenger Elevator (308-P-760) State of MA Annual Inspection	\$	\$ \$	\$
3	Whittemore Elementary School 30 Parmenter Street Passenger Elevator (308-P-771) State of MA Annual Inspection	\$	\$ \$	\$
4	Waltham High School 617 Lexington Street Passenger Elevator (308-P-95) State of MA Annual Inspection	\$	\$ \$	\$
5	Waltham High School 617 Lexington Street Freight Elevator (308-F-96) State of MA Annual Inspection.	\$	\$ \$	\$
6	Waltham High School 617 Lexington Street Wheelchair Lift (308-W-653) State of MA Annual Inspection	\$	\$ \$	\$ \$
7	Waltham High School 617 Lexington Street Wheelchair Lift (308-W-640) State of MA Annual Inspection	\$	\$ \$	\$
8	Northeast Elementary School 70 Putnev Lane Passenger Elevator (308-P-687) State of MA Annual Inspection	\$	\$ \$	\$
9	Stanley Elementary School 250 South Street Passenger Elevator (308-P-666) State of MA Annual Inspection	\$	\$ \$	\$
10	McDevitt Middle School 75 Church Street Passenger Elevator (308-P-68.1) State of MA Annual Inspection	\$	\$ \$	\$
11	Plympton Elementary School 20 Farnsworth Street Passenger Elevator 308-P-706) State of MA Annual Inspection	\$	\$ \$	\$

**ELEVATOR MAINTENANCE & SERVICE
 BID SHEET, FISCAL YEAR 2014 (JULY 1, 2013 - JUNE 30, 2014)**

#	Location	Monthly	12-months	Subtotal
12	MacArthur Elementary School 494 Lincoln Passenger Elevator (308-P-713) State of MA Annual Inspection	\$	\$ \$ _____	\$
13	Kennedy Middle School 655 Lexington Street Passenger Elevator (308-P-714) State of MA Annual Inspection	\$	\$ \$ _____	\$
14	Kennedy Middle School 655 Lexington Street Stage Lift (308-W-716) State of MA Annual Inspection	\$	\$ \$ _____	\$
			FY 2014 BID	\$ _____

- A. This bid includes addenda number: __, __, __, __, __, __,
- B. Total proposal contract price is _____ (includes annual inspection Cost)
spell contract price here
- C. **Price in Numbers: \$** _____ (includes annual inspection Cost)
- D. The sub-division of the proposed contract price is as follows:

#	Location	Monthly	12-months	Subtotal
1	Lawrence School 258 Trapelo Road Passenger Elevator (308-P-51S) State of MA Annual Inspection Cost	\$	\$ \$ _____	\$
2	Fitzgerald Elementary School 140 Beal Road Passenger Elevator (308-P-760) State of MA Annual Inspection Cost	\$	\$ \$ _____	\$
3	Whittemore Elementary School 30 Parmenter Street Passenger Elevator (308-P-771) State of MA Annual Inspection Cost	\$	\$ \$ _____	\$
4	Waltham High School 617 Lexington Street Passenger Elevator (308-P-95) State of MA Annual Inspection Cost	\$	\$ \$ _____	\$
5	Waltham High School 617 Lexington Street Freight Elevator (308-F-96) State of MA Annual Inspection. Cost	\$	\$ \$ _____	\$
6	Waltham High School 617 Lexington Street Wheelchair Lift (308-W-653) State of MA Annual Inspection Cost	\$	\$ \$ _____	\$
7	Waltham High School 617 Lexington Street Wheelchair Lift (308-W-640) State of MA Annual Inspection Cost	\$	\$ \$ _____	\$
8	Northeast Elementary School 70 Putney Lane Passenger Elevator (308-P-687) State of MA Annual Inspection Cost	\$	\$ \$ _____	\$
9	Stanley Elementary School 250 South Street Passenger Elevator (308-P-666) State of MA Annual Inspection Cost	\$	\$ \$ _____	\$
10	McDevitt Middle School 75 Church Street Passenger Elevator (308-P-68.l) State of MA Annual Inspection Cost	\$	\$ \$ _____	\$
11	Plympton Elementary School 20 Farnsworth Street Passenger Elevator 308-P-706) State of MA Annual Inspection Cost	\$	\$ \$ _____	\$

**ELEVATOR MAINTENANCE & SERVICE
 BID SHEET, FISCAL YEAR. 2015 (SEPTEMBER 1, 2014 - AUGUST 30, 2015)**

#	Location	Monthly	12-months	Subtotal
12	MacArthur Elementary School 494 Lincoln Passenger Elevator (308-P-713) State of MA Annual Inspection	\$	\$ \$_____	\$
13	Kennedy Middle School 655 Lexington Street Passenger Elevator (308-P-714) State of MA Annual Inspection Cost	\$	\$ \$_____	\$
14	Kennedy Middle School 655 Lexington Street Stage Lift (308-W-716) State of MA Annual Inspection Cost	\$	\$ \$_____	\$
			FY 2015 BID	\$_____

Waltham Public School Elevator Contract

WALTHAM PUBLIC SCHOOLS
 617 LEXINGTON ST.
 WALTHAM, MA 02452

BID FORM

Sealed bids are invited for Project #AC 03-01

Project Title: ELEVATOR MAINTENANCE & SERVICE @ WALTHAM PUBLIC SCHOOLS

Bids will be received at the Office of the Purchasing Agent, City Hall, 610 Main St., Waltham, MA, 02452, **until 10:00 a.m. on October 19, 2012**, at which time and place all bids will be publicly opened and read aloud.

Site inspection and Bid Walk Thru will be held at 10:00 AM October 15, 2012. Meet Mark Good and Skip Bandini in the Main Lobby of the Waltham High School.

A. The undersigned proposes to furnish all labor and materials required for ELEVATOR MAINTENANCE & SERVICE at WALTHAM PUBLIC SCHOOLS, in accordance with the accompanying specifications prepared by Facilities Department, Waltham Public Schools, for the contract price specified below, subject to additions and deductions according to the terms of the specifications.

B. This bid includes addendum/addenda numbered _____

C. **TOTAL PROPOSED THREE (3) YEAR CONTRACT PRICE: \$** _____

D. The undersigned agrees that, if he is selected as general contractor, he will within five (5) days, Saturdays, Sundays, and Holidays excluded, after presentation thereof by the awarding authority, execute a contract in accordance with the terms of this bid and furnish a performance bond and a payment bond, each of a surety company qualified to do business under the laws of the City of Waltham and satisfactory to the awarding authority and each in the sum of this price, the premiums for which are to be paid by the general contractor and are included in the contract price.

The undersigned hereby certifies that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work and that he will comply fully with all laws and regulations applicable to awards made subject to Chapter 149, section forty-four A.

The undersigned further certifies under the penalties of perjury that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this subsection the work "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity.

Company Name: _____

Address _____

Tel. No.: _____, E-Mail: _____

Signature of Company Officer: _____

Name and Title of Signatory: _____

Social Security or Federal ID Number: _____, Date _____

COMPLIANCE FORMS

(PLEASE COMPLETE AND SUBMIT THESE FORMS WITH YOUR RESPONSE)

NON-COLLUSION FORM AND TAX COMPLIANCE FORM

CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word “person” shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity or group of individuals. The undersigned certifies that no representations made by any City officials, employees, entity, or group of individuals other than the Purchasing Agent of the City of Waltham was relied upon in the making of this bid

_____, _____
(Signature of person signing bid or proposal) Date

(Name of business)

TAX COMPLIANCE CERTIFICATION

Pursuant to M.G.L. c. 62C, & 49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

_____, _____
Signature of person submitting bid or proposal Date

Name of business

NOTE

Failure to submit any of the required documents, in this or in other sections, with your bid response package may cause the disqualification of your proposal.

CERTIFICATE OF VOTE OF AUTHORIZATION

Date:

I _____, Clerk of _____ hereby certify that at a meeting of the Board of Directors of said Corporation duly held on the _____ day of _____ at which time a quorum was present and voting throughout, the following vote was duly passed and is now in full force and effect:

VOTED: That _____ (*name*) is hereby authorized, directed and empowered for the name and on behalf of this Corporation to sign, seal with the corporate seal, execute, acknowledge and deliver all contracts and other obligations of this Corporation; the execution of any such contract to be valid and binding upon this Corporation for all purposes, and that this vote shall remain in full force and effect unless and until the same has been altered, amended or revoked by a subsequent vote of such directors and a certificate of such later vote attested by the Clerk of this Corporation.

I further certify that _____ is duly elected/appointed _____ of said corporation

SIGNED:

(Corporate Seal)

Clerk of the Corporation:

Print Name: _____

COMMONWEALTH OF MASSACHUSETTS

County of _____

Date:

Then personally appeared the above named and acknowledged the foregoing instrument to be their free act and deed before me, _____

Notary Public;

My Commission expires: _____

CORPORATION IDENTIFICATION

The bidder for the information of the Awarding Authority furnishes the following information.

If a Corporation:

Incorporated in what state _____

President _____

Treasurer _____

Secretary _____

Federal ID Number _____

If a foreign (out of State) Corporation – Are you registered to do business in Massachusetts?

Yes _____, No _____

If you are selected for this work you are required under M.G.L.ch. 30S, 39L to obtain from the Secretary of State, Foreign Corp. Section, State House, Boston, a certificate stating that you Corporation is registered, and furnish said certificate to the Awarding Authority prior to the award.

If a Partnership: (Name all partners)

Name of partner _____

Residence _____

Name of partner _____

Residence _____

If an Individual:

Name _____

Residence _____

If an Individual doing business under a firm's name:

Name of Firm _____

Name of Individual _____

Business Address _____

Residence _____

Date _____

Name of Bidder _____

By _____

Signature _____

Title _____

Business Address _____ (POST OFFICE BOX NUMBER NOT ACCEPTABLE)

City _____ State _____ Telephone Number _____ Today's Date _____

**WEEKLY PAYROLL RECORDS REPORT
& STATEMENT OF COMPLIANCE**

In accordance with Massachusetts General Law c. 149, §27B, a true and accurate record must be kept of all persons employed on the public works project for which the enclosed rates have been provided, A Payroll Form has been printed on the reverse of this page and includes all the information required to be kept by law. Every contractor or subcontractor is required to keep these records and preserve them for a period of three years from the date of completion of the contract. In addition, every contractor and subcontractor is required to submit, on a weekly basis, a copy of his or her weekly payroll records to the awarding authority. For every week in which an apprentice is employed, a photocopy of the apprentice's identification card must be attached to the payroll report. Once collected, the awarding authority is also required to preserve those reports for three years. In addition, each such contractor, subcontractor, or public body shall furnish to the awarding authority directly, within fifteen days after completion of its portion of the work, a statement, executed by the contractor, subcontractor or public body who supervises the payment of wages, in the following form:

STATEMENT OF COMPLIANCE

_____, 201__

I _____, _____
(Name of signatory party) (Title)

I do hereby state that I pay or supervise the payment of the persons employed by
_____ On the _____
(Contractor, subcontractor or public body) (Building or project)

and that all mechanics and apprentices, teamsters, chauffeurs and laborers employed on said project have been paid in accordance with wages determined under the provisions of sections twenty-six and twenty-seven of chapter one hundred and forty nine of the General Laws.

Signature _____, Title _____

Print _____, Date _____

RIGHT TO KNOW LAW

Any vendor who receives an order or orders resulting from this invitation agrees to submit a Material Safety Data Sheet (MSDS) for each toxic or hazardous substance or mixture containing such substance, pursuant to M.G.L. c. 111F, §§8,9 and 10 and the regulations contained in 441 CMR 21.06 when deliveries are made. The vendor agrees to deliver all containers properly labeled pursuant to M.G.L. c. 111F §7 and regulations contained in 441 CMR 21.05. Failure to furnish MSDS and/or labels on each container may result in civil or criminal penalties, including bid debarment and action to prevent the vendor from selling said substances, or mixtures containing said substances within the Commonwealth. All vendors furnishing substances or mixtures subject to Chapter 111F or M.G.L. are cautioned to obtain and read the laws, rules and regulations referenced above. Copies may be obtained from the State House Bookstore, Secretary of State, State House, Room 117, Boston, MA (617) 727-2834.

Authorized Signature Indicating Compliance with the Right-to-know laws:

Signature

Date

Print Name

NOTE

Failure to submit any of the required documents, in this or in other sections, with your bid response package may cause the disqualification of your proposal.

DEBARMENT CERTIFICATION

In connection with this bid and all procurement transactions, by signature thereon, the respondent certifies that neither the company nor its principals are suspended, debarred, proposed for debarment, declared ineligible, or voluntarily excluded from the award of contracts, procurement or non procurement programs from the Commonwealth of Massachusetts, the US Federal Government and /or the City of Waltham. "Principals" means officers, directors, owners, partners and persons having primary interest, management or supervisory responsibilities with the business entity. Vendors shall provide immediate written notification to the Purchasing Agent of the City of Waltham at any time during the period of the contract of prior to the contract award if the vendor learns of any changed condition with regards to the debarment of the company or its officers. This certification is a material representation of fact upon which reliance will be placed when making the business award. If at any time it is determined that the vendor knowingly misrepresented this certification, in addition to other legal remedies available to the City of Waltham, the contract will be cancelled and the award revoked.

Company Name _____

Address _____

City _____, State _____, Zip Code _____

Phone Number (____) _____

E-Mail Address _____

Signed by Authorized Company Representative: _____

_____ Print name. Date _____

10 HOURS OSHA TRAINING CONFIRMATION

Chapter 306 of the Acts of 2004

CONSTRUCTION PROJECTS

AN ACT RELATIVE TO THE HEALTH AND SAFETY ON PUBLIC

The undersigned hereby certifies that all employees to be employed at a worksite for construction, reconstruction, alteration, remodeling, repair, installation, demolition, maintenance or repair of any public work or any public building estimated to cost more than \$10,000.00 have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first payroll report for each employee and will comply with all laws and regulations applicable to awards of subcontracts subject to section 44F.

Company Name: _____

Address: _____

Signature: _____

Title: _____

Print Name _____

Date _____

See following Chapter 306 of the Acts of 2004

NOTE

Failure to submit any of the required documents, in this or in other sections, with your bid response package will be cause for the disqualification of your company.