

BID OPENING DATE AND TIME

ON: September 30, 2010

AT: 10:30 A.M.

BID NO. S1Z56830	PAGE 1 OF 54	INVITATION AND BID ADVERTISED	BIDDER MUST COMPLETE BELOW
This Invitation to Bid with your quotations must be received prior to the above cited bid opening date and time.		 BIDS MUST BE RETURNED TO CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT MUNICIPAL SERVICES BLDG. 1401 JFK BLVD, ROOM 170A PHILADELPHIA, PA 19102-1685	BIDDER AGREES TO COMPLY WITH ALL CONDITIONS OF THIS BID. UNSIGNED BIDS WILL NOT BE ACCEPTED.
DEPARTMENT VARIOUS DIVISION VARIOUS			NAME AND ADDRESS OF FIRM
AWARDED			Federal EIN/Social Security Number
DATE			BUYER J. MANTON K. OWENS
FOR THE PROCUREMENT COMMISSIONER			

TITLE OF BID ELEVATOR, ESCALATOR AND DUMBWAITER MAINTENANCE AND REPAIR SERVICES FOR VARIOUS LOCATIONS

Office of Economic Opportunity (OEO) – Anti- Discrimination Policy
Executive Order 02-05 – Bidder Requirements

This Invitation to Bid is issued under the Anti-Discrimination Policy described in the Mayor’s Executive Order, policy and guidelines as attached. Specific instructions must be adhered to, and forms completed. Bidders are advised to review the instructions carefully. Failure to comply may disqualify the bidder. The specified ranges represent the percentage of Minority, Woman and Disabled participation that should be attained by the Bidder.

<u>Participation Ranges</u>				
M-BE:	20 %	to	30	%
AND/OR				
W-BE:	20%	to	30	%
DS-BE:	0%	to	1	%

Any and all questions about Executive Order 02-05 and bidder compliance should be Directed to the Office of Economic Opportunity (OEO) office at (215) 686- 6232.

BID QUESTIONS

All questions concerning this Invitation to Bid, including specifications and conditions, must be Presented prior to the bid opening date and time. Contact the Procurement Department, Public Information Center by calling **(215) 686-4721, 686-4720, or 686-4719** with questions.

For City Use Only

BID SECURITY See Conditions of Bidding	MASTER BID SECURITY		CERTIFIED CHECK SUBMITTED WITH BID	
	<input type="checkbox"/> YES	<input type="checkbox"/> NO	AMOUNT	CHECK NUMBER

**CITY OF PHILADELPHIA
OFFICE OF ECONOMIC OPPORTUNITY
ANTIDISCRIMINATION POLICY- MINORITY, WOMEN AND DISABLED OWNED
BUSINESS ENTERPRISES**

**FORMS, INSTRUCTIONS AND SPECIAL CONTRACT PROVISIONS¹
FOR BIDS TO BE AWARDED BY THE PROCUREMENT DEPARTMENT
(BIDS)**

Under the authority of Executive Order No. 02-05, the City of Philadelphia has established an antidiscrimination policy ("Policy") relating to the participation of Minority (MBE), Women (WBE) and Disabled (DSBE) Owned Business Enterprise in City contracts. The purpose of this Policy is to provide equal opportunity for all businesses and to assure that City funds are not used, directly or indirectly, to promote, reinforce or perpetuate discriminatory practices. The City is committed to fostering an environment in which all businesses are free to participate in business opportunities without the impediments of discrimination and participate in all City contracts on an equitable basis. In accordance with the contracting requirements of the City, the City's antidiscrimination policy is applicable to this Invitation and Bid.

The Office of Economic Opportunity (OEO) has approved projected ranges of participation for this Invitation and Bid which serve as a guide in determining each bidder's responsibility. These ranges represent the percentage of MBE, WBE and/or DSBE (collectively, "M/W/DSBE") participation that should be attained by M/W/DSBEs from business opportunities existing in the available market absent discrimination in the solicitation and selection of these businesses. These ranges are based upon an analysis of factors such as the size and scope of the contract and the availability of certified M/W/DSBEs to perform various elements of the contract. Please review these forms carefully as the submission of a Solicitation For Participation and Commitment Form and any supporting documentation (more fully discussed below) is an element of responsiveness to the bid and failure to submit the required information will result in rejection of your bid.

Bidder hereby verifies that all forms, information and documentation submitted to the OEO are true and correct and is notified that the submission of false information by Bidder is subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn falsification to authorities.

¹ These Instructions, Forms and Special Contract Provisions relating to Mayoral Executive Order 02-05 are issued by the Office of The Office of Economic Opportunity on an interim basis.

ANTI-DISCRIMINATION POLICY

A. PARTICIPATION RANGE

1. Only firms that are certified by the OEO at the time of bid opening will be credited toward the participation ranges on City contracts. A list of currently certified firms is maintained by the OEO and is available online at www.phila.gov/OEO/directory or in printed form at the OEO offices, located in the Municipal Services Building, 1401 JFK Blvd. Suite 330, Philadelphia, PA. 19102-1666.

2. No bidder that seeks to meet the participation range(s) for participation by entering into subcontracts with any M/W/DSBE subcontractor shall be considered to meet the range(s) if the M/W/DSBE subcontractor does not perform a commercially acceptable function ("CAF"). A M/W/DSBE is considered to perform a CAF when it engages in meaningful work or supply effort that provides for a distinct element of the subcontract (as required by the work to be performed in accordance with the Bid Specifications), where the distinct element is worthy of the dollar amount of the subcontract and where the M/W/DSBE carries out its responsibilities by actually performing, managing and supervising the work involved. The OEO may evaluate the amount of work subcontracted, industry practices and any other relevant factors in determining whether the M/W/DSBE is performing a CAF. If it is determined during the review of your Solicitation and Commitment Form that the work described on the Form does not constitute a CAF, your bid may be rejected.

3. In order to maximize opportunities for as many businesses as possible, a firm that is certified in two or more categories (e.g. MBE and WBE and DSBE or WBE and DSBE) will only be credited toward one participation range as either an MBE or WBE or DSBE. The firm will not be credited toward more than one category. Bidders will note with their submission which category, MBE or WBE or DSBE, is submitted for credit.

4. An MBE/WBE/DSBE submitting as the prime bidder is required, like all other bidders, to submit a bid that is responsive to the Policy and will only receive credit toward the relevant participation ranges (e.g., MBE range or WBE range or DSBE range) for the amount of its own work or supply effort on this Invitation and Bid. In addition, the participation of an M/W/DSBE partner, as part of a joint venture created for this bid, may be credited towards the participation ranges only to the extent of the M/W/DSBE partner's ownership interest in the joint venture in accordance with the following criteria:

- The MBE, WBE or DSBE partner(s) must be certified by the OEO prior to bid opening;
- The M/W/DSBE partner(s) must derive substantial benefit from the arrangement;
- The M/W/DSBE partner(s) must be substantially involved in all phases of the contract including bidding, planning, staffing and daily management;
- The business arrangement must be customary (i.e., each partner shares in the risk and profits of the joint venture commensurate with their ownership interest, contributes working capital and other resources, etc).

5. M/W/DSBE subcontractors must perform at least fifty percent (50%) of the cost of the subcontract (not including the cost of materials, equipment or supplies incident to the performance of the subcontract) with their own employees.

6. For the purpose of applying the participation ranges on Public Works projects that include add or deduct alternates, commitments listed by bidders on the Solicitation for Participation and Commitment Form should be based upon the base bid. In the event the City elects to award any add or deduct alternates, the City reserves the right to require the apparent lowest responsible bidder to amend its Solicitation for Participation and Commitment Form, to ensure the bidder's continuing responsibility.

ANTI-DISCRIMINATION POLICY

7. In listing participation commitments on the Solicitation for Participation and Commitment Form, bidders are required to list a detailed description of the work or supply effort, the dollar amount of the quotation, and percentage of the contract the participation represents. (If the Invitation and Bid is for a requirements-type contract, a percentage amount will suffice.) In calculating the percentage amount, bidders may apply the standard mathematical rules in rounding off numbers. The OEO reserves the right to request clarifying information from bidder in the event of an inconsistency or ambiguity in the Solicitation For Participation and Commitment Form.

B. RESPONSIVENESS

1. Any bid that the OEO determines is not responsive to the Policy will be rejected, subject to appeal by bidder as more fully discussed below. A bid responsive to the Policy is a bid which contains documentary evidence of the M/W/DSBEs that have been solicited and that will be used by the bidder on the contract, if awarded, where the bid satisfies the M/W/DSBE participation ranges for that contract; the bidder is rebuttably presumed not to have discriminated in its selection of contract participants. When a bidder is unable to achieve the participation ranges, a bid responsive to the Policy contains the required documentary evidence along with a written request for the reduction of part or all of the M/W/DSBE participation ranges, which reduction or waiver is granted based upon a determination by the OEO that the bidder did not discriminate. Although the City reserves the right to allow post-bid opening submission of OEO Forms and information responsive to the Policy, a bidder's failure to submit the required information on M/W/DSBE participation or to cooperate with the OEO will result in rejection of the bid as nonresponsive.

2. Bidders must submit documentary evidence of MBE, WBE and DSBEs who have been solicited and with whom commitments have been made in response to the participation ranges included in this Invitation and Bid. Failure to submit the Solicitation For Participation and Commitment Form will result in the rejection of the bid as nonresponsive although the City, at its sole discretion, may allow bidders to submit or amend the Solicitation For Participation and Commitment Form at any time prior to award. The Solicitation For Participation and Commitment Form must contain the following information:

- Documentation of all solicitations (regardless of whether commitments resulted there from) as well as all commitments made prior to bid opening shall be submitted, concurrently with the bid, on the enclosed document entitled "Solicitation For Participation and Commitment Form". A bidder should only make actual solicitations of M/W/DSBEs whose work or materials are within the scope of this Invitation and Bid. Mass mailing of a general nature to M/W/DSBEs or similar methods will not be deemed solicitation, but rather will be treated as informational notification only. A reasonable period of time should be given to all solicited firms to ensure that they have sufficient time to adequately prepare their quotes. The bidder's listing of a commitment with a M/W/DSBE constitutes a representation that the bidder has made a legally binding commitment to contract with such firm, upon receipt of a contract award from the City.

- If the bidder has entered into a joint venture with an MBE, WBE and/or DSBE partner, the bidder should submit along with the Solicitation For Participation and Commitment Form, a document entitled "Joint Venture Eligibility Information Form," available at the Office of the OEO, for the City's review and approval of the joint venture arrangement.

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3. If Bidder does not fully meet each of the range(s) for participation established for this Invitation and Bid, bidder must request a reduction of participation, indicating the level of M/W/DSBE participation that has been achieved by bidder and explaining what efforts the bidder made to achieve the M/W/DSBE participation ranges. Bidder must demonstrate, through the submission of documentary evidence, that it took all necessary steps and made reasonable efforts to achieve the M/W/DSBE participation ranges, even if these efforts were not fully successful. OEO will evaluate the scope, intensity and appropriateness of these efforts to ascertain whether they could reasonably be expected to achieve M/W/DSBE participation commensurate with the ranges. Failure to submit the documentary evidence will result in rejection of the bid as nonresponsive although the City, at its sole discretion, may allow bidders to submit or amend their evidentiary submission at any time prior to award. The submission shall contain and discuss, at a minimum, the following:

- If no MBE/WBE/DSBEs were solicited for the type of services or materials to be contracted, please give reason(s) why no such solicitation was made.
- Document all solicitations and commitments made with non-M/W/DSBEs for services or supplies incident to the performance of the contract; include copies of quotes received.
- Provide reasons for not committing with any MBE/WBE/DSBEs that submitted a quote, regardless of whether the quote was solicited by bidder.
- Provide any additional evidence pertinent to bidder's conduct relating to this bid including sufficient evidence which demonstrates to the OEO that bidder has not engaged in discriminatory practices in the solicitation of and commitment with contract participants. In describing bidder's efforts to achieve participation within the ranges, bidder may submit any corroborating documentation (e.g., copies of advertisements for participation).

a. The bidder's documentary evidence will be reviewed by the OEO to ascertain whether discrimination has occurred in the solicitation or selection of contract participants. The review will include consideration of the following:

- Whether the bidder's actions were motivated by considerations of race or gender or disability. The OEO may investigate the bidder's contracting activities and business practices on similar public and private sector contracts. For example, if bidder rejects any M/W/DSBE based on price, bidder must fully document its reasons for the rejection and also demonstrate that bidder subjects non-M/W/DSBEs to the same pricing standards. OEO will investigate whether there was any attempt at good faith negotiation of price.
- Whether M/W/DSBEs were treated as equally as other businesses in the solicitation and commitment process. For example, the OEO will investigate whether M/W/DSBEs are given the same information, access to the bid, plans, specifications, and requirements of the contract and given adequate amount of time to prepare a quote as others who were solicited by bidder. The OEO will also investigate whether M/W/DSBEs were accorded the same level of outreach as non-M/W/DSBEs, for example whether bidder short listed M/W/DSBEs for participation in contractor negotiated subcontract opportunities or solicited M/W/DSBEs at pre-bid meetings.

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- Whether the bidder's contracting decisions were based upon policies which disparately affect M/W/DSBEs. OEO will ascertain whether bidder selected portions of work or material needs consistent with the capacity of available M/W/DSBE subcontractors and suppliers. OEO will consider whether bidder employed policies which facilitate the participation of M/W/DSBEs on City contracts such as segmentation of the contract, prompt payment practices or bonding assistance.

4. After review of the bidder's submission and other information the OEO deems relevant to its evaluation, the OEO will make a written determination that will be forwarded to the Procurement Commissioner or his/her designee (the "Commissioner").

- a. If the apparent low bidder's bid is determined nonresponsive by the OEO, the bidder will be notified and may file a written appeal with the OEO within forty-eight (48) hours of the date of notification. The decision of the OEO may be appealed in writing within forty-eight (48) hours of the date of the OEO's decision to the Director of Finance or his/her designee whose decision shall be final.

C. RESPONSIBILITY

1. Upon award, the completed Solicitation For Participation and Commitment Form and accompanying documents regarding solicitation and commitments with MBEs, WBEs and DSBEs become part of the contract. M/W/DSBE percentage commitments are to be maintained throughout the term of the contract and shall apply to the total contract value (including approved change orders and amendments). Any change in commitment, including but not limited to substitutions for the listed firm(s), changes or reductions in the work and/or listed dollar/percentage amounts, must be pre-approved in writing by the OEO.

2. The successful bidder shall, within five (5) business days after receipt of a payment from the City for work performed under the contract, deliver to its M/W/DSBE subcontractors the proportionate share of such payment for work performed (including the supply of materials) by its M/W/DSBE subcontractors. [For Concession bids, the successful bidder shall deliver payment within ten (10) days after receipt of the M/W/DSBE' invoice] In connection with payment of its M/W/DSBE subcontractors, the successful bidder agrees to fully comply with the City's payment reporting process which may include the use of electronic payment verification systems.

3. No privity of contract exists between the City and any M/W/DSBE subcontractor identified in any contract resulting from this Invitation and Bid. The City does not intend to give or confer upon any such M/W/DSBE subcontractor(s) any legal rights or remedies in connection with the subcontracted services under Executive Order 2-05 or by reason of any contract resulting from the Invitation and Bid except such rights or remedies that the M/W/DSBE subcontractor may seek as a private cause of action under any legally binding contract to which it may be a party.

4. If the OEO determines that the bidder has discriminated against a M/W/DSBE at any time during the term of the contract, or intentionally excluded a M/W/DSBE from a bid on the basis of minority status, gender or disability, the OEO may recommend to the Director of Finance the imposition of sanctions on the bidder including debarment of the bidder from submitting and/or participating in future City contracts for a period of up to three (3) years.

ANTI-DISCRIMINATION POLICY

D. ACCESS TO INFORMATION

1. The OEO shall have the right to make site visits to the bidder's place of business and/or job site and obtain documents and information from any bidder, subcontractor, supplier, manufacturer or contract participant that may be required in order to ascertain bidder's responsiveness and responsibility.
2. Failure to cooperate with the OEO in its review will result in a determination that the bidder's bid is nonresponsive and its bid will be rejected.

E. RECORDS AND REPORTS

1. The successful bidder shall maintain all books and records relating to its M/W/DSBE commitments (e.g. copies of quotations, subcontracts, joint venture agreement, correspondence, cancelled checks, invoices, telephone logs) for a period of at least three (3) years following acceptance of final payment. These records shall be made available for inspection by the OEO and/or other appropriate City officials. The successful bidder agrees to submit reports and other documentation to the OEO as deemed necessary by the OEO to ascertain the successful bidder's fulfillment of its M/W/DSBE commitments.

F. REMEDIES

1. The successful bidder's compliance with the requirements of Executive Order 2-05, including the fulfillment of any M/W/DSBE commitments, is material to the contract. Any failure to comply with these requirements constitutes a substantial breach of the contract. It is further understood and agreed that in the event the Director of Finance determines that the successful bidder hereunder has failed to comply with these requirements the City may, in addition to any other rights and remedies the City may have under the contract, any bond filed in connection therewith or at law or in equity, exercise one or more of the following remedies, as deemed applicable, which shall be deemed cumulative and concurrent:

- a. Withhold payment(s) or any part thereof until corrective action is taken.
- b. Terminate the contract, in whole or in part.
- c. Suspend the successful bidder from bidding on and/or participating in any future City contracts for a period of up to three (3) years.
- d. Recover as liquidated damages, one percent of the total dollar amount of the contract for each one percent (or fraction thereof) of the commitment shortfall. (NOTE: The "total dollar amount of the contract" shall include approved change orders, amendments and for requirements contracts shall be based on actual quantities ordered by the City. For Concessions, the "total dollar amount of the contract" shall mean the Concession Fee paid to the City.)

The remedies enumerated above are for the sole benefit of the City and City's failure to enforce any provision or the City's indulgence of any non-compliance with any provision hereunder, shall not operate as a waiver of any of the City's rights in connection with any contract resulting from this Invitation and Bid nor shall it give rise to actions by any third parties including identified M/W/DSBE subcontractors.

SOLICITATION FOR PARTICIPATION AND COMMITMENT FORM (Bid) <i>Minority (MBE), Women (WBE), and Disabled (DSBE) Business Enterprises</i>				COMMERCE DEPARTMENT <i>OFFICE OF ECONOMIC OPPORTUNITY (OEO)</i>				
Bid Number		Name of Bidder		Date of Bid Opening				
List below ALL MBE/WBE/DSBEs that were solicited regardless of whether a commitment resulted therefrom. - Photocopy this form as necessary.								
<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> DSBE	Work to be Performed	Date Solicited		Commitment Made		Give Reason(s) If No Commitment
Company Name				By Phone	By Mail	Yes (If Yes, give date)	NO	
Address								
Contact Person				Quote Received		Amount Committed To		
Telephone Number		Fax #		YES	NO	Dollar Amount		
OEO CERTIFICATION #						\$		
						Percent of Total Bid		
					%			
<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> DSBE	Work to be Performed	Date Solicited		Commitment Made		Give Reason(s) If No Commitment
Company Name				By Phone	By Mail	Yes (If Yes, give date)	NO	
Address								
Contact Person				Quote Received		Amount Committed To		
Telephone Number		Fax #		YES	NO	Dollar Amount		
OEO CERTIFICATION #						\$		
						Percent of Total Bid		
					%			
<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> DSBE	Work to be Performed	Date Solicited		Commitment Made		Give Reason(s) If No Commitment
Company Name				By Phone	By Mail	Yes (If Yes, give date)	NO	
Address								
Contact Person				Quote Received		Amount Committed To		
Telephone Number		Fax #		YES	NO	Dollar Amount		
OEO CERTIFICATION #						\$		
						Percent of Total Bid		
					%			
<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> DSBE	Work to be Performed	Date Solicited		Commitment Made		Give Reason(s) If No Commitment
Company Name				By Phone	By Mail	Yes (If Yes, give date)	NO	
Address								
Contact Person				Quote Received		Amount Committed To		
Telephone Number		Fax #		YES	NO	Dollar Amount		
OEO CERTIFICATION #						\$		
						Percent of Total Bid		
					%			

(Rev. 11/2008/jss)

¹ M/W/DSBEs listed above must be certified by the OEO prior to bid submission date.

² Failure to give reason for no commitment may result in rejection of your bid.

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S1-Z5683-0	PAGE OF 2 54
		FIRM NAME (Must be filled in)	

SECTION 1: GENERAL BID SUBMISSION

- 1.1 **TITLE: ELEVATOR, ESCALATOR AND DUMBWAITER MAINTENANCE AND REPAIR SERVICES FOR VARIOUS LOCATIONS**
- 1.2 **SCHEDULE NO: 402**
- 1.3 **CONTRACT TERM: 01/01/2011 to 12/31/2011** (“Initial Term”), with an option to renew for up to three (**3**) additional one (**1**) year periods, (“the Renewal Term”) exercisable, at the City’s sole discretion, as of the expiration of the Initial Term or then current Renewal term. The City may, at its sole discretion, renew the contract for up to three (3) months at the beginning of each renewal period(s) (the “Additional Performance Period”), if a decision has been made not to renew the contract for an entire year.
- 1.3.1 The City shall exercise such sole option to renew the Contract Term by issuing a letter (the “Renewal Notice”) notifying the Contractor that the Contract is renewed for the Renewal Term or Additional Performance Period (identified by commencement and termination dates) that is specified in the Renewal Notice. The Contract shall be deemed to be renewed for such Renewal Term or Additional Performance Period, and Contractor shall be obligated to perform all terms and conditions of the Contract throughout such Renewal Term or Additional Performance Period, as of the effective date indicated on the City’s Renewal Notice, whether or not Contractor has agreed, verbally or in writing, to such renewal of the Contract term.
- 1.3.2 If an individual Performance Bond and/or Payment Bond is required under this Invitation and Bid, such bond(s) shall be and remain in full force and effect throughout the Initial Term, all Renewal Terms, any Additional Performance Period, and the period of any unexpired warranty provided or required under the Contract, without notice of Contract renewal by the City to the surety or the consent of the surety thereto. It is the sole responsibility of the Contractor to ensure that such bond(s) remain in full force and effect as provided in this Section, and failure to do so shall be an event of default pursuant to Section 19, Default, of the attached Terms and Conditions of Bidding and Contract.
- If participation in the City’s Master Performance Security Program is required under this Invitation and Bid, Contractor shall pay the required annual fee for such participation for each Renewal Term upon the issuance of the Renewal Notice.
- 1.4 **CONTRACT TYPE: REQUIREMENTS**

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1.4.1 The following items are required in the operation of various City agencies as ordered. Exact quantities cannot now be determined but estimates thereof are listed herein. Quantities listed may be increased or decreased to meet the requirements of the City during the period of this contract. A minimum is not guaranteed. Purchase orders issued as a result of this bid will be for materials or services to be delivered generally on an as-needed basis. Successful bidders are cautioned not to deliver any materials or services without first being advised to do so by the ordering agency.

1.4.2 It is the intent of the Procurement Department to make an award for the period as stated above subject to the appropriation of funds in succeeding fiscal year/years by City Council. The City's fiscal year is from July 1st to June 30th inclusive.

Commodities or services on the bid to be ordered after the end of the fiscal year are subject to the issuance of purchase orders for the following fiscal years. The City is not liable for the award involving following fiscal years' funds until such orders are issued.

The successful bidder(s) obligation to deliver on such purchase orders shall not take effect until the orders are issued. To simplify the contract procedure, however, the successful vendor will be required to furnish a Performance Bond or Performance Security Fee to cover units awarded to him.

1.5 **METHODOLOGY OF ACQUISITION: PURCHASE** only.

1.6 **STATEMENT OF DIRECTION:**

It is the intent of the City of Philadelphia to make an award for **ELEVATOR, ESCALATOR AND DUMBWAITER MAINTENANCE AND REPAIR SERVICES** for the various City agencies and departments as specified herein during the contract period.

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1.7 BID SECURITY

1.7.1 Bid security shall be based upon **cumulative bid amount per Section 5.**

All bids submitted with a total greater than \$30,000.00 must be accompanied by the proper Bid Security.

Bidders already enrolled in the City's Master Bid Security Program for July 1, 2010 to June 30, 2012 are not required to provide Bid Security if their bid total is \$500,000.00 or less (per paragraph 2 of "Terms and Conditions of Bidding and Contract").

The Master Bid Security Program allows bidders to qualify for bid security for individual bids submitted during the covered bidding period provided the individual bid total is \$500,000.00 or less.

1.7.2 Bids Opening July 1, 2010 through June 30, 2012

Bidders may qualify for the Master Bid Security Program described above for **July 1, 2010 - June 30, 2012** by submitting a check in the amount of **\$175.00** made payable to the City of Philadelphia. The check should be submitted, under separate cover, to the Bid Unit Supervisor at least one day prior to the first bid that the bidder wants covered under the program and is *non-refundable*.

Or if, and only if, the bidder chooses to submit the check for the Master Bid Security Program with their bid, the check **MUST** be in the form of a Certified, Treasurer's or Cashier's Check, Bank or United States Postal Money Order and is non-refundable.

If the bidder is not enrolled and does not intend to enroll; or if the total value of the bid submitted exceeds \$500,000.00, the Master Bid Security Program is not applicable. Bidders instead **MUST** submit with their bid a refundable Certified, Treasurer's or Cashier's Check, Bank Money Order or United States Postal Money Order in the amount as specified in Paragraph 2 entitled "Bid Security", of the "Terms and Conditions of Bidding and Contract".

1.8 BID INFORMATION:

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- 1.8.1 All information concerning this bid will be contained in this bid document as issued or amended.
- 1.8.2 Information provided verbally by any City official shall not be binding or relevant.
- 1.8.3 **CONDITION OF EQUIPMENT**
- 1.8.3.1 It shall be the responsibility of the bidder to make a thorough examination of the various elevator sites and the equipment to be maintained, and become thoroughly familiar with all conditions affecting the work described.

1.9 BID SUBMISSION:

- 1.9.1 Bid information must be submitted to the City of Philadelphia no later than the time and date for the bid opening.
- 1.9.2 Advertised sealed bids will be received and read publicly at 10:30 AM in Room #170A, 1st Floor, Municipal Services Building, 1401 JFK Boulevard.
- 1.9.3 Bid should be complete and include ALL information required as described in the various paragraphs of the bid specifications.
- 1.9.4 All pricing must be completed on the forms provided; be complete; and be in ink or typed.
- 1.9.5 The bid must be complete as to required bid signatures and corporate seal, and fully accept the terms and conditions contained in the bid.
- 1.9.6 **BID PROCESSING FEE:**
All bids submitted where the bid total is greater than \$30,000 shall be accompanied by the proper Bid Processing Fee. The fee shall be in the form of a separate check or money order in accordance with Paragraph 3 of the "Terms and Conditions of Bidding and Contract."
- 1.9.7 When M-BE, W-BE or DS-BE ranges are required on an Invitation and Bid, bidders are reminded that the submission of a blank "Commerce Department Office of Economic Opportunity (OEO) Solicitation and Commitment Form" will be deemed non-responsive and ineligible for an award. Bidders are

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reminded to read carefully and entirely the “Bidder’s Guidelines relating to Executive Order 02-05”.

OR

If no M-BE, W-BE or DS-BE ranges are established for this Invitation and Bid, bidders are requested to complete the “Voluntary Participation and Commitment Form (Bid)” located after page 1 of the bid.

Completion of this form will not, in any way, impact the City’s determination concerning bidder’s responsiveness to the requirements of the bid and the award process. The information provided in the “Voluntary Participation and Commitment Form (Bid)” will be for the City’s information.

1.9.8 In accordance with the City of Philadelphia's Regulations Relating to Local Bidding Preferences for Procurement Contracts, this bid may be subject to a 5% local bid preference. In order to determine eligibility to receive the 5% preference, if applicable, **bidder or subcontractor must be certified at the time of the bid opening and must submit with the bid the Local Business Entity Certification number** as issued by the Procurement Department for the prime contractor or the applicable subcontractor. If the prime relies upon its subcontractor’s LBE status in order to be eligible for the preference, the name and certification number of the subcontractor **must** be submitted with the bid. **Failure to submit the prime’s LBE certification number or the subcontractor’s name and the LBE certification number with the bid will deem bidder ineligible for the 5% preference.**

Further, by submission of this bid, bidder makes the following certification in connection with the grant of any local bidding preference:

“I certify, that if awarded this contract on the basis of application of the LBE preference, my company or my subcontractor, throughout the entirety of this contract, will perform the majority of the work under this contract within the geographic limits of the City of Philadelphia, and I will, or cause my subcontractor to, maintain within the City a majority of the inventory or equipment that will be used on this contract or the amount of inventory that is customary for this industry.”

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Prime or subcontractor's LBE Certification Number_____

If applicable:

Subcontractor's Name_____

NOTE: If you wish to apply for Local Business Entity (LBE) certification, go to www.phila.gov/bids. Please provide sufficient time prior to bidding for processing of the LBE application.

1.9.9

BID QUESTIONS OR PROBLEMS

In preparing the bid response, should any bidder need clarification on the bid requirements, identify a discrepancy in the specifications, determine that a specified product has been discontinued or an alternate procedure is advised, etc.; then the bidder is STRONGLY encouraged to bring these issues to the attention of the Procurement Department's Public Information Unit prior to the bid opening by calling (215) 686-4720 or 4721, or by faxing (215) 686-4716. **Questions, whether phoned or faxed, should be received no later than three (3) business days prior after the scheduled Non Mandatory Pre-Bid meeting date referenced in paragraph 1.10 of this Invitation and bid. The City reserves the right to only respond to those questions submitted prior to the stated deadline.** If it is in the City's best interest to do so, the bid MAY be amended to reflect the proposed changes/modifications. **Exceptions taken DO NOT obligate the City to change the specifications. The City of Philadelphia, Procurement Department will notify all bidders in writing, by addendum duly issued, of any interpretations/changes made to specifications or instructions. The City will not accept responsibility for oral instructions, suggestions or changes by any City agency.**

Otherwise the successful bidder will have to provide the product or service exactly as defined in this bid, and in accordance with the specifications and requirements as listed in this Invitation and Bid.

1.10 NON-MANDATORY PRE-BID MEETING:

A NON-MANDATORY Pre-Bid Meeting for all interested parties will be held on **Thursday, September 16, 2010 at 12:00 P.M. at the Municipal Services Building, 1st Floor, Room 170A, 1401 J.F.K. Blvd, Philadelphia, PA 19102.**

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The purpose of this meeting is to respond to questions from prospective bidders. Bidders are encouraged to submit questions in writing at this time. All questions that materially impact upon the bid process will be answered, in writing, in a formal addendum issued by the City. Oral responses by City employees or their representatives are not binding and shall not in any way be a commitment by the City.

Attendance at this Pre-Bid Meeting is non-mandatory is not a requirement for bidding.

“IT IS THE VENDOR’S RESPONSIBILITY TO ENSURE THAT THEY ARRIVE AT THE PRE-BID MEETING ON TIME. VENDORS WHO ARRIVE TWENTY MINUTES AFTER THE MEETING HAS STARTED, MAY BE DENIED ENTRY TO THE MEETING.

1.11 BIDDER QUALIFICATION AND BID SUBMISSION:

- 1.11.1 Vendor qualifications and the bid document must be submitted in two (2) separate sealed packages.

The first package must be identified as **Bidder's Qualification Package** and show Bid No. along with the name of the firm. The package should contain all of the information as requested in **Paragraphs 1.14 through 1.14.4.7**

The second package must be identified as **Bid Documents Package** and show Bid No. along with the name of the firm. This package must contain the fully executed bid documents (to include pricing pages, contract backer any Addendums, Bid Security and Bid Processing Fee) as requested in **Paragraph 1.15.**

- 1.11.2 Qualifications and bid information must be submitted to the City’s Procurement Department no later than the time and date stated for bid submittal.
- 1.11.3 Qualifications and bid must be complete and should include all information required and as described in **Paragraphs 1.14 through 1.14.4.7 and 1.15** of this bid. Incomplete submission may result in bidder's disqualification for reasons of non-responsiveness.
- 1.11.4 All bid pricing must be completed on the forms provided, be complete, and be in ink or typed.

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- 1.11.5 Bid must be complete as to required bid signatures and corporate seals and must fully accept the terms and conditions contained in the bid. A bid submitted with counter terms and conditions may be disqualified.

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1.12 **BIDDER CONTACT PERSON(S):**

PRE-AWARD:

Indicate below to whom in your firm questions concerning this Invitation and Bid should be directed:

Name: _____

Address: _____

City/State/ZC: _____

Telephone No.(____)_____ Ext.:_____

Fax No.(____)_____

E-mail address _____

State Company Web Site Address: _____

1.13 **CONTRACT CONTACT PERSON:**

Indicate below to whom in your firm questions concerning the Contract resulting from this Invitation and Bid should be directed:

Name: _____

Address: _____

City/State/ZC: _____

Telephone No.(____)_____ Ext.:_____

Fax No.(____)_____

E-mail address _____

1.14 **BIDDER QUALIFICATION PACKAGE**

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City is committed to only contracting with a vendor who is qualified to meet all the specifications and requirements of this bid. As such, bidders are to respond to each element of Section 1.14, Bidder Qualification. If the information requested does not apply to your firm, it must be so noted in the qualification submittal.

The City may require bidders to briefly discuss or clarify their submission.

1.14.1 **Form of Bidder Qualification Submittal**

The Bidder qualification submittal must be in a separate envelope from the bid package. The bidder is to submit one original qualification submittal plus two (2) additional copies. The envelope is to clearly note Bid firm's name and be labeled "**Bidder's Qualification Package.**"

The qualification is to be organized as follows with all pages numbered and bid paragraphs specifically identified:

- 1) Table of Contents
- 2) General Information per Section 1.14.2.
- 3) Capabilities & References per Section 1.14.3.
- 4) Financial per Section 1.14.4
- 5) Confidential Information

If the bidder chooses to include material of a confidential nature, then the City will exercise reasonable efforts to keep such material confidential to the extent permitted by law. The bidder shall separate all confidential material from the rest of the Bidder's Qualification Package and provide it in a sealed envelope, with each page of the confidential material marked "Confidential" and a cross reference designation in both the Qualification Package and in the confidential material so that the City can easily determine where the material belongs in the Qualification package.

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Any Qualification Package which contains confidential material must be accompanied by the following paragraph in the letter of transmittal:

“Pages_____ identified with the symbol___ contain information that is a trade secret and/or which, if disclosed, could cause substantial injury to bidder’s competitive position. (Bidder) requests that such information be used only for the evaluation of the proposal, and understands that disclosure will be limited only to the extent that the City determines is proper. If a contract is awarded to the bidder, the City will have the right to use or disclose the information as provided by law or in the contract. In any case, (Bidder) shall not hold the City liable for damages or in any other way for any disclosures that may occur.”

1.14.2 **General Information:**

- 1.14.2.1 Provide a brief history of your organization and an executive summary signed by an officer that describes your company's qualifications, ability and experience in furnishing and delivering the required service as described in this bid.
- 1.14.2.2 The bidder must demonstrate a minimum of Ten (10) years experience in operating the business of elevator, escalator and dumbwaiter maintenance and repair services. The business operated by the bidder must be sufficiently similar in scope and nature to the maintenance and repair services called for by this Invitation and Bid. The bidder shall indicate the number of years and extent of services it has provided.
- 1.14.2.3 Bidder shall include copies of relevant permits and licenses required for elevator, escalator and dumbwaiter maintenance and repair services.
- 1.14.2.4 The bidder shall have in their direct employment, the necessary personnel and proper facilities

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located within a Twenty-five (25) mile radius of the City to properly fulfill all services required under this Invitation and Bid.

- 1.14.2.5 Bidder shall submit documentation demonstrating that they have satisfactorily maintained equipment of the same scope and complexity as the equipment described in this Invitation and Bid. Bidder shall submit with their bid, a list of at least Three equivalent or large installations to which they have provided such service and contract.
- 1.14.2.6 **Turnkey Responsibility**
Any service provider responding to this Bidder Qualification must submit their bid as the primary contractor with total responsibility. The successful provider will assume single source responsibility and be the sole point of contact for all contractual matters.
- 1.14.2.7 The City reserves the right to inspect all aspects of the successful vendor's operation during the contract term. Inspection or failure to inspect shall not relieve the successful vendor of any duty, responsibility, or liability provided by law or contract.
- 1.14.2.8 The bidder is to give the following assurances and information and covenants that as a bidder it is fully qualified to provide services as listed in Sections 2 and 5 and Procurement Department Specification 26-E-9e:06 of this Invitation and Bid.
- 1.14.2.9 Bidder shall provide to the City, in writing, a brief description on how it will meet each of the City's requirements stated in Sections 2 and 5 and Procurement Specification 26-E-9e:06.
- 1.14.2.9.1 Staffing levels and equipment to be utilized to fulfill the requirements specified herein. Identify vendor's management team, its support team, their background and

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experience.

- 1.14.2.9.2 The resumes of the Registered Engineer(s) and Crew(s) that the vendor will appoint to be ultimately responsible for the City's account.

The resumes shall indicate the qualifications of the staff with, as a minimum, their positions in the firm, their degrees and applicable certifications, their total years in the firm and their experience (demonstrating that the referenced employee has a thorough working knowledge of the engineering data, wiring layouts and materials of the specific equipment covered by this Invitation and Bid, to properly fulfill the requirements of the awarded contract).

- 1.14.2.9.3 Procedures for dealing with City's complaints about the quality and availability of services.

- 1.14.2.9.4 A technical plan containing a detailed description of how the required services, as described in Sections 2 and 5 and Procurement Specification 26-E-9e:06, will be provided by the Vendor.

1.14.3 Capabilities and References

- 1.14.3.1 List all contracts your company or related companies have had with the City in the last three (3) years.

- 1.14.3.2 List any experience in the last three (3) years in which your company or related companies failed to successfully complete a contract. List any contractual arrangements which were canceled, found to be in default, terminated for default or not renewed for poor performance.

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1.14.3.3 Provide a minimum of three (3) contract references that your firm has provided Elevator, Escalator and Dumbwaiter Maintenance and Repair Services for the last five (5) years. These references should support your company's capability to meet the requirements of this bid's size and scope. Provide a detailed description for each contract.

The description, at a minimum, is to include the contract term, estimated annual contract value, nature of the work, and the name, address and telephone number of the customer's contract administrator.

At the discretion of the City, these persons may be contacted.

1.14.4 **Financial Information**

1.14.4.1 A copy of your company's financial statements, including a detailed balance sheet and profit and loss statement for the last three (3) years. The City reserve the right to request audited statements.

1.14.4.2 List a minimum of three (3) supplier references, name and telephone number of a person familiar with your accounts, types of accounts, loans or lines of credit and relevant dates that accounts were established. These persons may be contacted by the City as references.

1.14.4.3 If you are a partnership or a joint venture, give the date of the formation agreement, County and State where the agreement was filed, and name of each partner.

If you are a corporation, give the date and state of incorporation and the names of the officers.

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- 1.14.4.4 List any law suits against your company or any of your officers or partners in the last five (5) years. Bidder shall describe any pending, contemplated or on-going administrative or judicial proceedings material to Bidder's business or finances including, but not limited to, any litigation, consent orders or agreements with any state or federal regulatory agency involving Bidder or any subcontractor Bidder plans to use for the services described in this bid.
- 1.14.4.5 Describe any Notices of Violations, compliance orders, fines or penalties for regulatory noncompliance issued by any state or federal regulatory agency during the last five (5) years issued to your company.
- 1.14.4.6 List any performance bonds that were called the last five (5) years due to unsuccessful completion of the contract.
- 1.14.4.7 State whether your company, subsidiaries or affiliated organizations are delinquent in payment of any debts or obligations to the City of Philadelphia or its related agencies.

1.15. BID DOCUMENTS PACKAGE

This package must be identified as Bid Documents and show **Bid No. S1Z56830** along with the Package Bid submittal date and name of the firm. This package must contain the fully executed bid documents, pricing pages, contract backer, any addendums, Bid Security, and Bid Processing Fee. All bid pricing must be completed on the forms provided, be complete (bid on all items) and be in ink or typed. Bid must be complete as to required signatures and corporate seal. Any bid submitted with counter terms and conditions may be disqualified.

SECTION 2: SPECIFICATIONS

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2.1 The successful vendor shall provide **Elevator, Escalator and Dumbwaiter Maintenance and Repair Services** for various City locations in accordance with Sections 2 and 5 and Procurement Department Specification 26-E-9e:06 of this Invitation and Bid.

2.2 **Crew Requirements:**

Each crew shall consist of One (1) mechanic and One (1) apprentice.

It is understood and agreed that all work performed under the contract shall be performed only by skilled, competent and trained elevator/escalator personnel, under the supervision of a qualified Registered Engineer.

2.3 **Vendor Contact Numbers:**

The successful vendor shall provide an emergency contact telephone number, which is operational 24 hours a day, 7 days a week, 365 days a year. The vendor shall respond to the department's initial phone contact by returning the call within 30 minutes. The contractor shall have a minimum of Two (2) dedicated contact persons for all correspondence regarding the Department's maintenance and repair service issues.

Vendor Contact Person (1): _____

Telephone Number: _____

Pager Number: _____

Fax Number: _____

E-Mail Address: _____

Vendor Contact Person (2): _____

Telephone Number: _____

Pager Number: _____

Fax Number: _____

E-Mail Address: _____

2.4 **Preventative Maintenance**

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2.4.1 Regular Service Hours:

Scheduled Preventative Maintenance Service as described in Procurement Department Specification 26-E-9e:06 of this Invitation and Bid shall be performed during regular service hours (i.e. 8:AM through 5:00 PM).

2.4.2 Outside of Regular Service Hours:

Preventative Maintenance Service as described in Procurement Department Specification 26-E-9e:06 of this Invitation and Bid that is performed outside of regular service hours (i.e. 5:00 PM through 8:00 AM) must be approved by the City prior to commencement of work and shall be at no additional cost to the City.

2.5 Repair Services (Contract Extras) Outside of Scheduled Preventative Maintenance:

2.5.1 Repair Services (Contract Extras) outside of Scheduled Preventative Maintenance are those repairs and/or the replacement of equipment not covered under the regularly scheduled maintenance services defined in Procurement Department Specification 26-E-9e:06 but are required to ensure continuous operation of the City's vertical transportation equipment.

2.5.2 Repairs shall be performed on a 24 hours a day, 7 days a week, 365 days a year basis, as required by the City. The vendor shall respond to the requesting department's initial phone contract by returning the call within 30 minutes and if upon request by the City, must be on-site at the requesting department's location within One (1) hour after the initial notification by the City. Each occurrence of failure to meet this response time shall (at the City's option) subject contractor to liquidated damages specified in Paragraph 4.2.4.1 below.

2.5.3 Work Authorization

The vendor must prepare a written estimate of all work to be performed prior to commencement of repairs. Estimate should include:

Estimated number of hours and parts required for repairs.

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Estimated completion time of repairs.

Estimated total cost for repairs

The vendor shall then contact the City Agency supervisor or his/her designee for review of the estimate of work to be performed and receive their signed authorization to proceed prior to any repairs being initiated.

Contractor technicians will only perform those repairs specifically authorized by the City Agency supervisor or his/her designee. The vendor must use the same original assigned service call number for each individual incident. Any other problems noticed by any Contractor technician must be called into the City Agency supervisor or his/her designee. Upon authorization of repairs, the vendor shall complete all repairs, as per the agreed time estimate.

2.6 **Parts and Materials:**

All parts and materials supplied by successful bidder under the contract resulting from this Invitation and Bid shall be new, first quality products meeting original equipment manufacturer (OEM) specifications, but are not required to be provided by the OEM.

2.7 **Pricing Information**

Reference is made to Section 5, "Pricing", Paragraphs 5.1, 5.2 through 5.7, 5.8 and 5.9 of this Invitation and Bid.

SECTION 3: BID EVALUATION AND AWARD

3.1 **EVALUATION:**

The award of the contract to the successful bidder will take place in three stages.

3.1.1 **Qualification Stage:**

- 3.1.1.1 The qualification information furnished by the bidders in accordance with Paragraphs 1.14 through 1.14.4.7 will be reviewed by the City of Philadelphia Procurement Department for determination as to bidder's ability to perform the scope of services listed.
- 3.1.1.2 The City may require bidders to briefly discuss or clarify their submission.

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- 3.1.1.3 The Procurement Department and Department of Public Property shall evaluate all on-time submissions.
- 3.1.1.4 The City shall not be liable for any costs associated with the development, preparation, transmittal or presentation of any information or material submitted in response to this qualification information request. All information/material submitted becomes the sole property of the City and will be retained, returned, or destroyed at the City's discretion.

3.1.1.5 **Reservation of Rights**

The City reserves and may exercise the following rights and options with respect to the qualification process:

- 3.1.1.5.1 To qualify one (1) or more bidders
- 3.1.1.5.2 To reject any and all qualification information received pursuant to this request.
- 3.1.1.5.3 To supplement, amend, substitute or otherwise modify the qualification information request at any time prior to bidder qualification and to cancel this process with or without another qualification process or to extend the submittal date and request additional qualification; information prior to final determination of bidders eligible for award.
- 3.1.1.5.4 To request additional qualification: Information (including information inadvertently omitted) and to conduct investigations with respect to the qualifications of each bidder submitting qualification information.

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- 3.1.1.5.5 To expressly waive any defect or technicality in the qualification information received.
- 3.1.1.5.6 All bidders submitting qualification information will be informed in writing of the City's decision.
- A. If a bidder's qualification information is determined to be non-responsive per the requirements of this bid, the bidder will be disqualified. Disqualification for non-responsiveness is final in the sole judgment and discretion of the City.
- B. Bidders disqualified for reasons of responsibility who wish to appeal the decision must do so within two (2) business days of receipt of notification by the City.
- 3.1.1.5.7 Only those bidders determined qualified will be eligible for award. Bid packages from disqualified bidders will not be opened and will be returned unopened to the address specified in Section 1.12.
- 3.1.1.5.8 The City reserves the right to make site inspections of the contractor's facility, whether announced or unannounced prior to the award of this Invitation and Bid and during the life of the contract.

3.1.2 **Bid Evaluation Stage:**

Notification of the Bid Opening date shall be announced once the City has completed its review of the Bidder Qualification Stage.

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Bids will then be opened and evaluated only from those bidders who have been accepted under Paragraph 3.1.1, Qualification Stage.

- 3.1.2.1 Bids will be evaluated by the Procurement Department and the Department of Public Property.
- 3.1.2.2 Bids will be evaluated for responsiveness to the bid specifications and for responsibility of the bidders.
- 3.1.2.3 Bids which are determined to be non-responsive for reasons of:
 - (i) improper bid security
 - (ii) improper bid execution
 - (iii) incompleteness
 - (iv) offering counter terms and conditions
 - (v) improper or incomplete execution of OEO documents (if applicable)

may be disqualified by the City without notice to the bidder.

3.2 AWARD:

3.2.1 This invitation and Bid shall be awarded as a whole to the lowest responsive and responsible bidder. Bidder must bid all items to be eligible for award.

3.2.2 LBE Calculation:

If the 5 % local bid preference is applicable, the total bid price or total section price of the certified Local Business Entity (LBE) will be multiplied by .95 and rounded to the second decimal place. The adjusted bid price of the LBE will then be used in determining the lowest responsive and responsible bidder. If any section of the bid is awarded by line item, the 5% local bid preference will not apply to that section.

Unless the Procurement Commissioner determines not to grant a preference for the reasons stated in subsection b., of the LBE Regulation, an LBE, whose bid is otherwise responsive and responsible and who has submitted the information required above, shall be granted a five percent bid preference on competitive bid(s) awards that are over \$30,000.00 and awarded as a whole or by section.

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3.2.3 **PERFORMANCE SECURITY:**

Bidder's attention is directed to paragraph 14 of "Terms and Conditions of Bidding and Contract," for the required Performance Security.

Please note however, that all awards as a result of this bid will have a minimum contract amount of \$30,000.01. All awards at the \$30,000.01 amount will be subject to a \$50.00 Master Performance Security Fee.

Performance security shall be required for any subsequent renewal periods.

3.2.4 **City of Philadelphia-Business, Corporate and Slavery Era Insurance Disclosure**

In accordance with Section 17-104 of The Philadelphia Code, the Bidder, after execution of this Contract, will complete an affidavit certifying and representing that the Bidder (including any parent company, subsidiary, exclusive distributor or company affiliated with Bidder) has searched any and all records of the Bidder or any predecessor business entity regarding records of investments or profits from slavery or slaveholder insurance policies during the slavery era. The names of any slaves or slaveholders described in those records must be disclosed in the affidavit.

The Bidder expressly understands and agrees that any false certification or representation in connection with this Paragraph and/or any failure to comply with the provisions of this Paragraph shall constitute a substantial breach of this Contract entitling the City to all rights and remedies provided in this Contract or otherwise available in law (including, but not limited to, Section 17-104 of the Philadelphia Code) or equity and the contract will be deemed voidable. In addition, it is understood that false certification or representation is subject to prosecution under Title 18 Pa.C.S.A. Section 4904.

3.2.5 **INSURANCE:**

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Insurance is a requirement for this bid in accordance with Paragraph 15 of the “Terms and Conditions of Bidding and Contract”. No contract will be executed nor purchase order issued unless and until all required insurance certificates, in the required amount, are received. **All insurance MUST meet the following requirements:**

- Insured must be in the same name and address as the Bidder
- The insurance carrier must be rated “A” or better by AM Best
- The certificate holder must be the City of Philadelphia, and specifically named as an additional insured on the certificate in the "Description of Operations section".
- Certificate must be signed by an authorized representative of the insurance company/carrier

All certificates are to be sent to the Office of Risk Management, One Parkway, 1515 Arch Street, 14th Floor, Philadelphia, PA 19102, Attn. Debbie Lawton or FAX to (215) 683-1705.

SECTION 4: CONTRACT MANAGEMENT

4.1 CITY OF PHILADELPHIA RESPONSIBILITY:

- 4.1.1 City agencies will be notified by Procurement of award(s) and will be provided with vendor(s), vendor contact(s) and applicable pricing. Departments will prepare and submit through the appropriate review channels, a requisition detailing their specific needs and requirements to Procurement. The Procurement Department shall then apply the requisition against the contract and issue a purchase order.

Order Against Contracts

Subsequent to contract conformance of a Requirements bid, purchase orders will be issued at such time that the product and/or service is needed. Such purchase orders will show if delivery is to be made upon receipt of order, or only after notification by the using department.

- 4.1.2 Invoices shall be submitted after delivery and acceptance of the product or service by the City. The City attempts to process invoices in a timely manner. Delays can occur because of incomplete or inaccurate invoicing information. Please make sure that invoices contain the following information to help the City process payments to the Contractor as quickly as possible.

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- (a) After the delivery or services have been completed the Contractor must submit three (3) copies of the invoice for payment to the receiving department listed on the purchase order.
- (b) The invoice must correctly reference the purchase order number, the vendor name, address and Federal Employer Identification number.
- (c) Checks will only be made payable to the company name as shown on the purchase order; the invoice must reflect this same company name as the “pay to”.
- (d) The invoice must show the quantity and type of item or service and the price.
- (e) The unit of purchase on the invoice must agree with the unit cited on the purchase order. Reference to the specific line item is helpful.

4.1.3 The using agencies and departments are responsible for monitoring the services and/or products delivered as described in the contract. If any problems arise, a letter should be sent to the vendor requesting resolution by a specified date. A copy should be sent to the buyer. If vendor does not resolve the breach of contract by the requested date the matter should be turned over to the buyer.

4.1.4 **ADD-ONS:**
The City reserves the right to add, delete and/or acquire other product/services that the vendor can supply that are similar to, but not specifically called for in this bid. The procedure for such acquisitions shall be as follows:

Procurement or the using department will obtain from the Vendor a letter (on his/her letterhead) verifying the items to be added. The letter shall include the complete description of the item, the location (if applicable), the bid number, bid scheduled number, the price to the City and the applicable contract period; and upon receipt and approval by the Procurement Department shall automatically become part of the contract.

4.2 VENDOR RESPONSIBILITY:

4.2.1 Contractor may deliver only products, services or equipment (as applicable) as authorized in the contract and only after receipt of a purchase order or other

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authorized document from the Procurement Department. All orders must be in writing. Contractor shall not accept verbal delivery requests until after receipt of purchase order or other authorizing document from Procurement.

4.2.2 Contractor may deliver only products, services or equipment (as applicable) at the prices quoted in the contract and that are reflected on a purchase order or a change to a purchase order (a change to a purchase order is issued whenever the items, unit price, total amount, or terms and conditions change from the original purchase order).

4.2.3 Contractors may deliver products, services or equipment (as applicable) up to the dollar limit of the purchase order and for the period shown on the purchase order. Contractors are requested to carefully monitor obligations against purchase orders and inform the departments of anticipated funding shortfalls.

4.2.4 **VIOLATION OF CONTRACT**

If contractor abandons the work or if the job time schedule as defined between the operating department and the contractor prior to the initiation of work is exceeded or if the contractor neglects or fails to prosecute the work with promptness and diligence, or shall refuse or neglect to furnish and supply a sufficiency of properly skilled workmen and necessary equipment, or if vendor shall execute any of the work improperly, carelessly, or in bad faith or if the contractor shall default in the performance of any of the terms, conditions and provisions of the contract, the operating department may notify in writing the contractor to remedy his neglect or default and require the contractor to comply with the terms, conditions and provisions of this contract resulting from this Invitation and Bid.

4.2.4.1 **Liquidated Damages:**

Upon the occurrence of any event or omission listed below, there shall be imposed by the City of Philadelphia upon the vendor liquidated damages of **\$75.00** for each event or omission per day until such actions are remedied by the vendor:

- Failure to commence work within specified time
- Poor performance
- Failure to provide all equipment, materials and parts necessary for the performance of the work

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- Failure to supply qualified personnel

4.2.4.2 Nothing in the above section shall be deemed to limit the City's rights or remedies in the event the City's actual damage exceeds the amount withheld from the billing. Repeated events or omissions as described above shall be sufficient cause for the City, at its option, to declare vendor in default and exercise all available rights and remedies available under the law.

The City's failure at any time to enforce the provisions of this section shall in no way affect the City's right to enforce this provision for subsequent events. The City/using agency shall notify the vendor in writing on a monthly basis of said liquidated damages imposed on vendor; all assessments of liquidated damages must also be reported, in writing, to the Procurement dept. Buyer as they occur.

In the event of assessment of liquidated damages, if the vendor feels that extenuating circumstances contributed to the occurrence, a request for a waiver on the liquidated damages may be appealed in writing, within 30 days to the using agency and the Procurement Department who shall be the final arbiter in such matters.

4.2.5 In the event that the contractor receives an order for products, services or equipment not specifically priced and incorporated into the contract, they must:

- (i) bring this to the immediate attention of the Procurement Dept., and
- (ii) notify the ordering agency in writing and refuse to deliver.

4.2.6 Should products, services, or equipment be delivered that are not specifically incorporated and priced into the contract, and/or be delivered without purchase order, the City shall have no obligation for payment.

4.2.7 For delivery of products or equipment, contractors shall honor and be paid for orders placed until the close of business of the date of purchase order expiration. Delivery of product may occur following purchase order expiration, so long as the order was placed prior to the purchase order expiration date.

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4.2.8 For performance of services, contractor shall honor and be paid for orders placed until the close of business of the date of purchase order expiration. Performance of services may occur following purchase order expiration, so long as the order was placed prior to the purchase order expiration date.

4.2.9 **Approval of Work:**
All completed work shall be approved by the ordering department prior to approval for payment. Work must be completed in a first-class workmanlike manner to the absolute satisfaction of the City. The cost of any faulty or inadequate workmanship or parts will not be paid for by the department and must be assumed by the Contractor. In addition, the Contractor is responsible for picking up any delivered material that is rejected for non-compliance to specifications. Any and all costs associated with the return is to be at the sole expense of the Contractor.

4.2.10 At the conclusion of this contract, Contractor agrees to cooperate with any incoming vendor on a transition plan to ensure an orderly changeover of responsibilities.

4.2.11 **AUDITS**

The vendor agrees to provide the City with auditing privileges.

The contractor shall preserve books, documents and records for a period of five (5) years from completion of the contract. During the term of contract, all information obtained by the contractor in the performance of this contract will be made available to the City immediately upon demand. If requested, the contractor shall deliver to City background material prepared or obtained by the contractor incident to the performance of this contract.

Background material is defined as original work papers, notes and drafts prepared by the contractor and all data related to the services being rendered, including electronic data processing forms, computer programs, instructional material, reports, maps and drawings.

4.2.12 **Invoices/Receipts:**

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4.2.12.1 Successful bidder(s) agrees not to invoice more than once per month.

4.2.12.2 Please Note: For repair services (contract extras) outside of scheduled preventative maintenance one invoice shall be submitted for labor (vendor should place an “L” (for labor) at the end of the invoice number submitted to the City); a separate invoice shall be submitted for parts (vendor should place a “P” at the end of the invoice number (for Parts) rejected for non-compliance to specifications. Any and all costs associated with the return is to be at the sole expense of the Contractor.

4.2.12.3 Invoices should be sent in triplicate to each ordering department

4.2.12.3.1 One (1) original and two (2) copies fully itemized invoices.

4.2.12.3.2 See also item 4.1.2 above.

4.2.13 Contract Bid Language Regarding Payments to OEO Subcontractors

The below paragraph applies to all Invitation and Bids (I & B) containing OEO Participation Requirements:

The successful bidder shall, within five (5) business days after receipt of a payment from the City for work performed under the contract, deliver to its M/W/DSBE subcontractors the proportionate share of such payment for work performed (including the supply of materials) by its M/W/DSBE subcontractors.

In connection with payment of its M/W/DSBE subcontractors, the successful bidder agrees to fully comply with the City’s payment reporting process. The successful bidder is required to submit with each invoice the completed “Prime Contractor’s Payment to OEO Subcontractors' Form” indicating what

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percentage and dollar amount of the invoice that will be paid to its OEO certified subcontractor(s).

Failure to submit the attached “Prime Contractor’s Payment to OEO Subcontractors’ Form” with each invoice may result in rejection of the invoice.

4.3 ***Prevailing Wage Provisions.*** The contract awarded under these specifications is subject to all provisions of Section 17-107 of the Philadelphia Code entitled “Contractors: Labor-Management Relationships.” It is also subject to all regulations and procedures adopted thereunder.

- a. All employees performing work under the contract shall be paid the applicable prevailing wages for the respective occupational classification(s) designated, as set forth in the wage schedule attached; and in addition, be given the applicable current prevailing working conditions during the entire period of work under the contract. Such working conditions are those which are given to employees pursuant to a bona fide collective bargaining agreement for the applicable craft, trade, or industry in the Philadelphia area on the date these specifications are issued.
- b. City may withhold from any sums due to the contractor under each contract so much as may be necessary to pay the employees the difference between wages required to be paid thereby and the wages actually paid to such employees, and the City may make such payments directly to the appropriate employees.
- c. Each contractor shall require all subcontractors to comply with and be bound by all of the provisions of this section of the contract & Section 17-107 of the Philadelphia Code.
- d. Every contractor and subcontractor shall keep an accurate record showing the name, address, occupational classification, wages and other benefits paid or provided and number of hours worked for each employee assigned to city-work, and such record shall be preserved for two (2) years from the date of payment.

The contractor shall make his employment and accounting records available for inspection by authorized representatives of the Labor Standards Unit of the MDO, at all reasonable hours, and shall permit such representatives to interview employees during working hours on the job.

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- e. All contractors and subcontractors performing city-work shall automatically file with the , Labor Standards Unit of the MDO, a certified statement setting forth the name, address, occupational classification, wages and other benefits paid or provided and number of hours worked with respect to each employee performing city-work. Such statement shall be made weekly for each preceding weekly period. The certification shall affirm that the statement is correct and complete, that the wages set forth therein are not less than those required by the contract for city-work and that the occupational classification set forth for each employee conforms with the work he performed.
- f. Nothing herein shall preclude the payment by the contractor of wages at rates higher than those specified as the prevailing wages in the applicable attached schedule. However, no increases in any contract price shall be allowed or authorized on account of the payment of wages in excess of those so specified or on account of wage increases granted hereafter. No increases above the amounts specified in the applicable attached schedule will be required by any contract during the term thereof except in the case of an error or omission in such schedule. Such an error or omission shall be called to the attention of the Labor Standards Unit of the MDO, as promptly as possible; but the remedying thereof by the Department shall not constitute grounds for withdrawal of a bid or cancellation of a contract, nor for an increase in the contract price or other claim or recovery against the City nor a ground for failure or refusal to pay the applicable proper prevailing wage to all employees.
- g. The prevailing wages required hereby shall be paid unconditionally without any subsequent deduction or rebate of any kind except in accordance with prevailing payroll deduction practices. Any assignment of wages by an employee for the direct or indirect benefit of the contractor shall constitute a violation of this section; and any purported release of rights hereunder by an employee shall be void and of no effect.
- h. It is the responsibility of all bidders and contractors to inform themselves of all prevailing working conditions, including, without limitation, proper classifications, length of workday and work week,

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overtime compensation, and holiday and vacation rights. All questions shall be referred to the Procurement Department 215)686-4720/21.

SEE ATTACHED APPLICABLE WAGE SCHEDULE

CITY OF PHILADELPHIA

Hourly Prevailing Wage Rate Schedule

Elevator, Escalator and Dumbwaiter Maintenance

	<u>Base Hourly Rate</u>	<u>Fringe Benefits</u>
<u>CLASSIFICATION</u>		
<i>Elevator Constructor</i>		
<i>Journeyman</i>	<i>\$36.90</i>	<i>\$20.235</i>

Notes of Interest:

- (1) *On all overtime hours, fringe benefits will be paid at the Straight (base) rate only.*
- (2) *Contractors are advised to contact the Procurement Department with any questions regarding job classifications, prevailing wage rates, fringe benefits, and area working conditions.*

*Procurement Department
Municipal Services Building
1401 J.F.K. Boulevard - 1st Floor
Philadelphia, PA 19102-1670
Telephone Numbers: (215) 686-4720/21
Fax Number: (215) 686-4767*

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4.4 **PRICE INCREASE/DECREASE LANGUAGE:**

4.4.1 Contractor shall provide elevator, escalator and dumbwaiter maintenance and repair services at the prices set forth in Section 5 for a period of twelve months; thereafter, the contract may be renewed under the terms and conditions of this agreement at the sole option of the City on an annual basis for up to three additional one (1) year period(s). Contractor may increase prices for future renewal periods provided that:

Notice of price increases must be received, in writing, by the City at least sixty (60) days prior to the expiration of each contract period in order for price increase to be effective as of the first day of the renewal period. Price increase letter shall be sent to the Buyer in Room 120 Municipal Services Building, 1401 JFK Blvd., Philadelphia, PA 19102, referencing bid number, contract number, period and showing item(s) description and applicable pricing. Failure to notify the City within this sixty (60) day time frame shall result in the following:

the effective date of the price increase shall be sixty (60) days from the receipt of the price increase letter by the City;

or

if the letter is not received before the last day of the contract period, the prices for the renewal period shall be the same as the prices for the previous contract period.

For each renewal the price increase and/or decrease shall be based on the Consumer Price Index for All Urban Consumers - Philadelphia as published by the U.S. Department of Labor, Bureau of Labor Statistics. The CPI shall be based upon August of the current year from August of the preceding year.

In no event shall the price increase exceed 4% in any renewal period. The increase shall reflect the change to the CPI or the 4% cap, whichever is less.

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4.4.2 Failure to notify the City within the time frame specified in 4.4.1 will result in a commensurate delay in implementing the price change. Example: If prices may change effective July 1, but the notice of change is not received by Procurement until June 1, then the price increase effective date will be delayed until August 1.

4.5 **VENDOR ACCEPTANCES - IN SUBMITTING AN EXECUTED BID, THE BIDDER AGREES TO THE CONTRACT MANAGEMENT PROCEDURES IN THIS SECTION.**

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SECTION 5: PRICING

(PRICES QUOTED MAY NOT EXCEED THREE (3) DECIMAL PLACES)

ALL ITEMS MUST BE BID IN ORDER TO BE ELIGIBLE FOR AN AWARD

Elevator Maintenance and Repair Services

5.1 Initial Conditions Report

As part of the awarded contract, the successful contractor will be required (at no additional cost to the City) to prepare and submit a detailed assessment of the current condition of all Vertical Transportation systems as listed in Section 5. The assessment shall include: A review of existing wiring diagrams and the cost to recreate, restore and/or update these diagrams if found not in “as built” condition; and a list of material and labor which the contractor estimates will be required to restore each system to proper, reliable operation, capable of performing in compliance with its initial mission and intended use.

The systems’ assessment shall be presented in an “Initial Conditions Report”, to both the using City Agency and the Procurement Department, with itemized costs, and shall be submitted within 60 days after the Contractor’s receipt of authorization to proceed. The “Initial Conditions Report” shall be in addition to all other reports.

The City reserves the right to authorize all, part of, or none of any recommended wiring diagram upgrades and system repairs, listed in the “Initial Conditions Report,” under this Contract. The City shall also reserve the right to make any repairs listed in the “Initial Conditions Report,” under separate Contracts.

Any and all equipment, system and components covered by this Invitation and Bid, which have not been listed by the Contractor within their “Initial Conditions Report” shall be considered by the City to have been acceptable to the Contractor for inclusion in the Contract and covered by the Contractor’s preventative maintenance tasks as bid within Sections 5.2.through 5.7.

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5.2 Through 5.7 (GROUPS A-F)

Preventative Maintenance Service for Elevators, Escalator and Dumbwaiters for various City Agencies:

Bidders shall state a Monthly Maintenance price per each Elevator/Escalator/Dumbwaiter location for all of the City Agencies listed below:

- 5.2 (Group A) The Free Library of Philadelphia
 Contact Person:
 Facility Maintenance Supervisor
 Mitch Partovi – 215-686-5381

		<u>Unit of Measure</u>	<u>Unit Price</u>	<u>Quantity</u>	<u>Extended Total Amount</u>
5.2.1	26033 002 000 Central Library 1901 Vine Street Elevator Numbers- 1,2,3,4,5,6,7, & 8 (Eight Elevators Total)	MO	\$_____	12	\$_____
5.2.2	26033 002 001 Central Library 1901 Vine Street Elevator (Dumbwaiters) Nos. 10, 13, 14,15,18,19, 20, 21, 22, & 23 (Ten Dumbwaiters Total)	MO	\$_____	12	\$_____
5.2.3	26033 002 017 Fishtown Library 1217 E. Montgomery Avenue Passenger Elevator	MO	\$_____	12	\$_____

Extended

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		<u>Unit of Measure</u>	<u>Unit Price</u>	<u>Quantity</u>	<u>Total Amount</u>
5.2.4	26033 002 018 Overbrook Park Library Dumbwaiter	MO	\$_____	12	\$_____
5.2.5	26033 002 019 Northeast Regional Library Cottman & Oakland Sts. (1 microprocessor controlled hydraulic passenger elevator- Ascension 2000)	MO	\$_____	12	\$_____
5.2.6	Various Branches, One Dumbwaiter at each Location.				
	<u>AGENCY</u>	<u>LOCATION</u>			
5.2.6.1	26033 002 002 City Institute Phila. 19 th & Locust St.	MO	\$_____	12	\$_____
5.2.6.2	26033 002 003 Bushrod Castor Avenue & Stirling St.	MO	\$_____	12	\$_____
5.2.6.3	26033 002 004 Frankford Frankford & Overington St.	MO	\$_____	12	\$_____
		Unit of	Unit		Extended Total

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		<u>Measure</u>	<u>Price</u>	<u>Quantity</u>	<u>Amount</u>
5.2.6.4	26033 002 005 Nicetown-Tioga 3720 N. Broad St.	MO	\$_____	12	\$_____
5.2.6.5	26033 002 007 Lovett 6945 Germantown Memorial Avenue	MO	\$_____	12	\$_____
5.2.6.6	26033 002 008 Wynnefield 54 th & Overbrook Avenue	MO	\$_____	12	\$_____
5.2.6.7	26033 002 009 Greater Olney 5 th St. & Tabor Rd	MO	\$_____	12	\$_____
5.2.6.8	26033 002 010 Roxborough 6425 Ridge Avenue	MO	\$_____	12	\$_____
5.2.6.9	26033 002 011 Widener 2531 W. Lehigh Ave.	MO	\$_____	12	\$_____
5.2.6.10	26033 002 012 Torresdale 3079 Holme Ave.	MO	\$_____	12	\$_____

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		<u>Unit of Measure</u>	<u>Unit Price</u>	<u>Quantity</u>	<u>Extended Total Amount</u>
5.2.7 REGIONAL LIBRARIES					
	<u>AGENCY</u>				
	<u>LOCATION</u>				
5.2.7.1	26033 002 014 Northeast Regional Cottman & Oakland Sts. (one elevator)	MO	\$_____	12	\$_____
5.2.7.2	26033 002 015 West Phila. Regional 52 nd & Sansom Sts. (one elevator)	MO	\$_____	12	\$_____
5.2.7.3	26033 002 016 Northwest Regional Cheltenham Avenue Greene Street (one elevator)	MO	\$_____	12	\$_____
5.2.7.4	26033 002 200 Frankford Branch 4634 Frankford Ave. (1 Handicap Lift)	MO	\$_____	12	\$_____
5.2.7.5	26033 002 201 Tacony Branch 6742 Torresdale Ave. (1 Handicap Lift)	MO	\$_____	12	\$_____

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		<u>Unit of Measure</u>	<u>Unit Price</u>	<u>Quantity</u>	<u>Extended Total Amount</u>
5.2.7.6	26033 002 202 Queen Memorial Branch 1201 South 23 rd Street (2 Handicap Lifts)	MO	\$_____	12	\$_____
5.2.7.7	26033 002 020 Bushrod Branch 6304 Castor Avenue (1 Hydraulic Passenger Elevator)	MO	\$_____	12	\$_____
5.2.7.8	26033 002 021 Andorra Library 705 East Cathedral Rd. (1 Hydraulic Passenger Elevator)	MO	\$_____	12	\$_____
5.2.7.9	26033 002 022 Oak Lane Library 6614 North 12 th Street (1 Hydraulic Passenger Elevator)	MO	\$_____	12	\$_____
5.2.7.10	26033 002 023 Kingsessing Library 1201 South 51 st Street (1 Hydraulic Passenger Elevator)	MO	\$_____	12	\$_____
5.2.7.11	26033 002 024 Wyoming Library 231 East Wyoming Avenue (1 Hydraulic Passenger Elevator)	MO	\$_____	12	\$_____

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		<u>Unit of Measure</u>	<u>Unit Price</u>	<u>Quantity</u>	<u>Extended Total Amount</u>
5.2.7.12	26033 002 025 South Philadelphia Library 1700 S. Broad Street (1 Schindler microprocessor Passenger Elevator)	MO	\$ _____	12	\$ _____
5.2.7.13	26033 002 028 Walnut Street West Branch 201 S. 40 th Street (1 Thyssen Hydraulic 2 Stop Elevator)	MO	\$ _____	12	\$ _____
5.2.7.14	26033 002 026 Haddington Library 446 N. 65 th Street (1 Hydraulic Passenger Elevator)	MO	\$ _____	12	\$ _____
5.2.7.15	26033 002 027 Lehigh Library 601 W. Lehigh' (1 Garavenenta Stair Lift)	MO	\$ _____	12	\$ _____

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		<u>Unit of Measure</u>	<u>Unit Price</u>	<u>Quantity</u>	<u>Extended Total Amount</u>
5.3	(GROUP B): PRISONS Contact Person: Facility Maintenance Supervisor Willie Lewis – 215-685-8490				
5.3.1	HOUSE OF CORRECTION 801 State Road				
	26033 004 001 Freight Elevator	MO	\$_____	12	\$_____
	26033 004 013 Kitchen Elevator	MO	\$_____	12	\$_____
5.3.2	DETENTION CENTER 8201 State Road				
	5.3.2.1 26033 004 002 Passenger Elevator				
		MO	\$_____	12	\$_____
	5.3.2.2 26033 004 003 Passenger Elevator New Wing, Health Services				
		MO	\$_____	12	\$_____

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		<u>Unit of Measure</u>	<u>Unit Price</u>	<u>Quantity</u>	<u>Extended Total Amount</u>
5.3.3	PHILADELPHIA INDUSTRIAL CORRECTION CENTER 8301 State Road				
5.3.3.1	26033 004 004 Administration Area #1 travels 2 floors & #2 travels 2 floors Passenger Elevators	MO	\$_____	12	\$_____
5.3.3.2	26033 004 005 Medical Area Passenger Elevator Travels 2 Floors	MO	\$_____	12	\$_____
5.3.3.3	26033 004 006 Medium Security Area Passenger Elevator Travels 3 floors	MO	\$_____	12	\$_____
5.3.3.4	26033 004 007 Maximum Security Area Passenger Elevator Travels 3 floors	MO	\$_____	12	\$_____

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5.4 **(GROUP C) DEPARTMENT OF HUMAN SERVICES**

		<u>Unit of Measure</u>	<u>Unit Price</u>	<u>Quantity</u>	<u>Extended Total Amount</u>
5.4.1	PHILADELPHIA NURSING HOME Contact Person: Facilities Maintenance Manager Pasquale Del Bueono – (215) 685-4899				
5.4.1.1	26033 006 013 Nursing Home Services Corinthian & Girard Aves. (Stores #37) Otis Elevator- Passenger #14 Building #3 Dumbwaiter	MO	\$_____	12	\$_____
5.4.1.2	26033 006 014 Nursing Home Services Corinthian & Girard Aves. Paris Elevator - Freight #16 Building #5 (Warehouse) Dumbwaiter	MO	\$_____	12	\$_____

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		<u>Unit of Measure</u>	<u>Unit Price</u>	<u>Quantity</u>	<u>Extended Total Amount</u>
5.5	(GROUP D) HEALTH DEPARTMENT Contact Person: Building Maintenance Superintendent Stephen Levy – (215) 685-0905				
5.5.1	<u>Medical Examiner's Office-321 University Avenue</u> Corbett Elevators, two (2)				
	5.5.1.1 26033 001 100 One (1) 3000 lbs.				
		MO	\$ _____	12	\$ _____
	5.5.1.2 26033 001 101 One (1) 2000 lbs.				
		MO	\$ _____	12	\$ _____
5.5.2	Health Department 500 S. Broad St. 26033 006 006 Passenger Elevators Two (2) Units				
		MO	\$ _____	12	\$ _____
5.5.3	26033 006 017 Health Center #2 Broad & Morris Sts. One Dumbwaiter				
		MO	\$ _____	12	\$ _____

Extended

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S1-Z5683-0	PAGE OF 46 54
		FIRM NAME (Must be filled in)	

		<u>Unit of Measure</u>	<u>Unit Price</u>	<u>Quantity</u>	<u>Total Amount</u>
5.5.4	26033 006 010 Health Administration Bldg. Health Center #3 555 S. 43 rd Street One Dumbwaiter	MO	\$_____	12	\$_____
5.5.5	26033 006 011 Health Center #4 4400 Haverford Avenue One Dumbwaiter	MO	\$_____	12	\$_____
5.5.6	26033 006 018 Health Center #9 131 East Cheltenham Avenue One Dumbwaiter	MO	\$_____	12	\$_____
5.5.7	26033 006 023 Health Center #10 2230 Cottman Avenue One Chair Lift	MO	\$_____	12	\$_____
5.6	(GROUP E) WATER DEPARTMENT				
5.6.1	TORRESDALE FILTERS, PLANT 9001 STATE ROAD Contact Person Facilities Maintenance Supervisor Donald Farrell – (215) 685-8023				
		Unit of	Unit		Extended Total

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S1-Z5683-0	PAGE OF 47 54
		FIRM NAME (Must be filled in)	

		<u>Measure</u>	<u>Price</u>	<u>Quantity</u>	<u>Amount</u>
5.6.1.1	26033 009 000 Pre-Treatment Building One (1) Freight Elevator				
		MO	\$_____	12	\$_____
5.6.1.2	26033 009 001 Post-Treatment Building One (1) Combination Freight and Passenger Elevator				
		MO	\$_____	12	\$_____
5.6.2	QUEEN LANE FILTERS 3545 FOX STREET Contact Person: Facilities Maintenance Supervisor Robert Siegrist- (215) 685-2123				
5.6.2.1	26033 009 002 Pre-treatment Chemical building One (1) freight Elevator				
		MO	\$_____	12	\$_____

<u>Unit of Measure</u>	<u>Unit Price</u>	<u>Quantity</u>	<u>Extended Total Amount</u>
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INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S1-Z5683-0	PAGE OF 50 54
		FIRM NAME (Must be filled in)	

Hydraulic (1)
2,500 lbs. Millar

MO \$ _____ 12 \$ _____

5.7 (GROUP F) RECREATION DEPARTMENT

5.7.1 **26033 008 004**
Robin Hood Dell
32nd & Ridge Avenue
& Strawberry Mansion Drive
Contact Person:
Frank Fabey – (215) 683-3622
One elevator

MO \$ _____ 6 \$ _____

5.7.2 **26033 008 005**
**LONNIE YOUNG RECREATION
CENTER**
1101 E. Cheltenham Avenue
Contact Person:
Frank Fabey – (215) 683-3622
One Elevator
(2,500 lbs., 3-Stop,
Cemco Lift
Hydraulic Elevator)

MO \$ _____ 12 \$ _____

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S1-Z5683-0	PAGE OF 52 54
		FIRM NAME (Must be filled in)	

5.8.5 **Parts Reimbursement: Shall only be applicable to those repair services (Contract Extras) outside of scheduled preventative maintenance.**

PARTS SHALL BE REIMBURSED BY THE CITY AT VENDOR'S ACTUAL PURCHASE COST FROM THEIR SUPPLIER (as shown on supplier's invoice) + **5% MARK-UP (TO BE SUPPORTED BY SUPPLIER'S INVOICES)**. Vendor must submit a copy of original supplier's invoice with their invoice to the City. In no case shall parts cost exceed the actual cost from the supplier + 5%. No overhead, expenses, etc. shall apply to these parts costs. Any overhead, expenses, etc. must be factored into the vendor's quoted labor rates. No additional charges will be paid by the City.

Estimated Expenditures for Parts.....\$20,000.00

5.9 **State of Pennsylvania Elevator Inspection Services:**

Bidder shall state Name and Certification Number of Authorized State of Pennsylvania Inspector who will be conducting Inspection Tests during the contract.

Bidder shall submit a Unit Price per Each Elevator, to include cost of performing Inspection Test and Authorized State Inspector witnessing the Test.

Extended

PRIME CONTRACTOR'S PAYMENT TO OEO SUBCONTRACTORS FORM

Prime Contractor: _____
Bid Number: _____
Contract Number: _____
Purchase Order Number: _____
Invoice Number: _____
Invoice Date: _____



Name of Subcontractor	Work/Supply Effort	OEO Category			Percentage of Invoice Due	Dollar Amount Due
		MBE	WBE	DSBE		

Note: If this invoice does not encompass any work/supply effort performed by an M/W/DSBE, complete only the top portion of this form and check the box below.

NO PAYMENT DUE TO SUBCONTRACTOR ON THIS INVOICE.

In accordance with the OEO instructions, Forms and Contract Provisions which are a part of the Contract, I agree to promptly pay my M/W/DSBE subcontractors no later than five (5) days after my receipt of payment from the City. I represent that the statements contained herein are true and correct and are made under penalty of law, 18 Pa.C.S. 4904.

Prime Contractor's Signature: _____

Date: _____



ELEVATOR AND ESCALATOR MAINTENANCE

1. **CLASSIFICATION:**
This specification covers the maintenance of all vertical transportation equipment listed in the Invitation and Bid forms for the various City agencies.

2. **APPLICABLE SPECIFICATIONS:**
All applicable specifications are listed herein.

3. **REQUIREMENTS:**
All requirements are listed herein.

4. **EXCEPTIONS TO SPECIFICATIONS:**
Any exceptions to this specification are described in the individual Invitation and Bid.

5. **CHIEF, BUILDING SERVICES DIVISION:**

DEPARTMENT OF PUBLIC PROPERTY FACILITY MANAGEMENT
DIRECTOR

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MAINTENANCE**

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GENERAL CONDITIONS

1.01 Scope of Specifications

1. The following specifications cover the maintenance of vertical transportation equipment listed in the bid form.
2. There shall be no additional cost to the City for labor or materials beyond the monthly contract price quoted in Contractor's bid, except for "contractor extras" as provided for in the paragraph "Bids for Contract Extras" in the Invitation and Bid.
3. In all cases where a device or part of equipment is herein referred to in the singular manner, such reference shall apply to as many such devices as required to complete the work.

1.02 Definition of Terms

1. The term owner, as used herein, refers to the City of Philadelphia.
2. The terms elevator contractor, or contractor, as used herein, refers to any person, partners, firm or corporation having a contract with the City of Philadelphia to furnish labor and materials for the execution of the work herein described.
3. The term subcontractor, as used herein, refers to any person, partners, firm or corporation having a contract with the contractor to furnish labor and materials for the execution of the work herein described.
4. The term inspecting authorities, as used herein, refers to authorized agents of governments, including the City of Philadelphia, and of insurance groups which are charged with the responsibility of carrying out periodic inspections and tests on vertical transportation equipment.
5. All terms in the specifications that are not otherwise defined shall have the definitions as given in ASME A17.1 code for elevators, dumbwaiters, escalators and moving walks.

1.03 Codes and Ordinances

1. All work to be performed must be in accordance with the building codes, by-laws, regulations and requirements of the local, state and federal authority in effect at the time of the execution of the work.
2. All work to be performed must be in accordance with the latest requirements of the Commonwealth of Pennsylvania Elevator Regulations - 34 PA Code, Chapter 7, ASME A17.1, A17.2, A17.3, A17.4 Codes and the National Electrical Code - ANSI/NFPA 70.
3. In the event of changes in building codes, by-laws, regulations and/or requirements of local, state or federal government mandates, contractor shall provide notification, in writing, to the Chief, Building Services Division, of any regulations or requirements known to be in process which might affect the acceptability of the completed installation.
4. Changes in codes or regulations which result in contract extras, as defined in paragraph 1.09 herein, shall be governed by the "Bid for Contract Extras" paragraph of the Invitation and Bid.

1.04 Existing Equipment: Checking

1. If, prior to, or during the course of carrying out the work, discrepancies are discovered which are unsafe, or which may cause unsatisfactory operation following the completion of the work being done under the contract, contractor shall bring such matters to the attention of the Chief, Building Services Division, without delay.

1.05 Occupied Buildings

1. When providing maintenance/repair services in occupied buildings, contractor shall insure that normal routine can carry on while work is being done.
2. Contractor shall take proper care to avoid unnecessary noise, clutter or obstruction in the corridors, and arrange for storage of materials and tools where they will cause minimum inconvenience.
3. Where excessive noise or obstruction is unavoidable, contractor shall advise the Chief, Building Services Division, ahead of time and make suitable arrangements.

4. Contractor shall obtain permission in writing from the Chief, Building Services Division, at least twenty-four (24) hours in advance for all work which will require a total shutdown of all covered equipment in a particular building.

1.06 Protection of work property and accident

1. Contractor shall take all necessary precautions to ensure that the work covered by these specifications is done in a manner that does not endanger any person

1.07 Removal of equipment and rubbish

1. Contractor shall remove all rubbish as fast as it accumulates, keep the building and premises clean during the progress of the work, and leave the premises at completion in perfect condition as far as the work under this specification is concerned.
2. The Contractor shall promptly deliver to the City a full written account of an accident that may occur involving personnel employed by either the Contractor or the Subcontractor and injury or property damage sustained within the facility covered by the Invitation and Bid.

1.08 Specification corrections

1. Report to the Chief, Building Services Division, prior to submission of bid, any discrepancies or ambiguities found in the specifications.

1.09 Contract extras

1. Contractor shall submit to the Chief, Building Services Division, in writing, proposals for repair or replacement of equipment not covered under the regularly scheduled maintenance services defined in Procurement Department Specification No: 26-E-9e:06 but required by the inspecting authorities. Such proposals will either be authorized or bid on a separate contract basis, at the option of the City.

1.10 Price Adjustment

1. The Owner may during the life of this Contract decide to modernize any of the Vertical Transportation systems in which case the Owner can remove this system from the Contract with written notice to the successful bidder thirty (30) days prior to the date of removal. At the time of removal the amount awarded shall be reduced by the monthly amount bid for the removed system times the number of months remaining on the Contract. The Contractor shall deliver to the Owner a complete sets of "As-built/As modified" electrical supervisory control wiring diagrams for the removed system.
2. If a system is shut down more 72 continuous hours for any reason, except for repairs previously scheduled with the Owner, the maintenance billing for that system shall be suspended until the unit is restored to service.

ALL ELEVATORS AND ESCALATORS—SCHEDULED MAINTENANCE

2.01 Maintenance purpose

1. The purpose of the maintenance program is to prolong the life of the equipment, to secure the City of Philadelphia's equity and to provide trouble-free service.
2. Keep the equipment in substantially new condition, and maintain its performance as new.

2.02 Maintenance frequency

1. Perform routine maintenance examination at least twice a month.

2.03 Maintenance minimum standard

1. Perform to these specifications as a minimum standard.

2.04 Maintenance log book

1. Provide a maintenance log in a permanently bound journal having pre-numbered pages.
2. Indicate in the journal the following information: date, time, name of responsible maintenance man, regular maintenance, call-backs, action taken, work completed, and further repairs required.
3. The journal is the property of the City of Philadelphia.

4. Contractor shall update the journal on a regular basis, make sure that he journal remains on the City premises, and make available for inspection by the City of Philadelphia at any time.
5. Contractor shall make all entries in ink, legibly, consecutively and without blanks.

2.05 Maintenance: Time Tickets

1. Show on each regular maintenance time ticket the division of work and detail the portion of that division completed.
2. Submit time tickets for each call-back, consecutively and without blanks.

2.06 Maintenance: Manuals

1. Contractor shall continually update, as required, repair service manuals and field training for its personnel in accordance with Standard Industry practices.
2. Contractor shall maintain a complete set of wiring diagrams in good condition. Drawings shall be consistently modified to "as-built" condition to reflect any changes, modifications, part replacements and equipment upgrades made by the Contractor during the term of this Contract. At the termination of the Contract, the Owner shall retain sole possession of the "as-built" drawings which become City property.

If wiring diagrams are not available, either on-site or from other sources, the Maintenance Contractor shall submit according to Paragraph 5.1 in the Invitation and Bid, a proposal to recreate the missing documentation.

3. Contractor shall provide a copy of this manual to the Chief, Building Services Division, so that its staff may better report problems that arise.

2.07 Maintenance: Personnel

1. Contractor shall ensure that its employees obey all rules and regulations on the listed contract and maintain a professional appearance when working on the City location(s).
2. All personnel employed by the Contractor and assigned to work within the facility shall be attired in uniforms which conspicuously identify such persons as representatives of the Contractor.

3. The Contractor shall provide each employee working within the facility with proof of employment in the form of a laminated identification badge containing the individual's name, signature and recent photograph.

2.08 Maintenance: Coordination with owner

1. At the commencement of each routine maintenance inspection the Contractor shall notify the designated City Representative, for the Department with whom the services will be provided.
2. Contractor shall have assess the operation of the equipment and take immediate action to remedy any problems.
3. Should a problem be of a nature that cannot be satisfactorily resolved during that visit, the Contractor shall report back to the Chief, Building Services Division, explaining why it was not possible to correct the problem and when the problem will be resolved.

2.09 Maintenance: Repairs

1. The Chief, Building Services Division, must be advised of scheduled repairs under the maintenance contract at least two weeks in advance.

In the case of non-scheduled repairs under the maintenance contract where the equipment is required to be taken out of service, the Chief must be advised immediately.
2. In all cases, the Contractor shall provide a status report of repairs to the Chief, Building Services Division, at the beginning and close of the normal working day.
3. Where possible, Contractor shall indicate the time required for completion of repairs.

2.10 Maintenance: Safety Devices

1. At no time shall the Contractor permit the equipment to operate while any of the safety devices, mechanical and electrical are in-operative.

2.11 Maintenance: Safety Inspections

1. Contractor shall carry out all instructions of the inspecting authorities including authorized alterations and additions as described in 1.09 "Contract Extras," within thirty (30) days of notice of deficiency, or within the time limits set by the inspecting authorities if sooner, except for those

items that are the responsibility of the City of Philadelphia and directives resulting from changes to the existing codes.

2.12 Maintenance: Assistance for inspections

1. Contractor shall Provide all necessary cooperation and assistance to the City, to allow for inspections of the equipment.
2. In the event that this requires the supply of more than one crew for more than three (3) hours per day per unit, such supply must be provided to the City at no additional cost beyond the monthly contract price.

ALL ELEVATORS ONLY –SCHEDULED MAINTENANCE

2.13 Maintenance: Performance only

1. During the first three months of the contract, contractor shall adjust the equipment so that the minimum standards of performance and operating times are met, contractor shall continue to and maintain these standards throughout the term of the contract.
2. Adjust the speed control and dispatching for group supervisory or multi-car installations to operate within original design standards.
3. Adjust the acceleration, deceleration and final stopping so that no obvious or objectionable bumps are felt at any point.
4. Adjust the door operator to operate smoothly and quietly with a minimum of bouncing between the hall door rollers and car door clutch drive.
5. Adjust the automatic leveling devices to stop the car at all floors consistently within 0.5 inch of level regardless of lead.

2.14 Maintenance: Flight-time, elevators only

1. Adjust the equipment so that the elapsed time to travel one typical floor does not exceed time specified below:
2. Measure this time under the following conditions:
 - (a) A typical floor shall not exceed 13 feet.
 - (b) Floor level is considered to be within 0.5 inch of level.
 - (c) The time starts when the fully opened doors begin to close and continues until the car is stopped level with the next floor and the

car and hall doors are open to three-quarters of their fully open position.

- (d) The time is measured with full load in the car and in both directions of travel.
 - (e) The power door operation for the hall and car doors conforms to the elevator code requirements.
3. Adjust the equipment so that for other conditions of loading, the time does not vary more than five percent.
 4. Adjust the equipment so that the operating time as set below is compatible with dependable, consistent operation without undue wear or excessive maintenance and so that this operating time can be readily maintained over the life of elevator installation.
 5. Adjust the equipment so that, with the control adjusted to give the required time, the elevator operates under smooth acceleration and retardation and provides a comfortable and agreeable ride to the passengers.
 6. Provide these operating times for the capacity and door operation indicated.
 7. Capacity divisions are,
 - (a)–(GR) - greater than 2500 pounds
 - (b)–(LS) - less than 2500 pounds
 8. Door operation divisions are,
 - (a)–(WAO) - with advance opening
 - (b)–(NAO) - no advance opening
 9. Speed range - less than 175 fpm

(GR)	(NAO)	12.9 sec. elapsed time
(GR)	(WAO)	10.4
(LS)	(NAO)	14.8
(LS)	(WAO)	12.3
 10. Speed range - 175 to 275 fpm

(GR)	(NAO)	12.3
(GR)	(WAO)	9.9

(LS)	(NAO)	14.1
(LS)	(WAO)	11.7

2.14 Maintenance: Flight-time, elevators only- Continued:

11. Speed range - 275 to 325 fpm

(GR)	(NAO)	11.7
(GR)	(WAO)	9.4
(LS)	(NAO)	13.6
(LS)	(WAO)	11.3

12. Speed range - 325 to 475 fpm

(GR)	(NAO)	11.3
(GR)	(WAO)	9.0
(LS)	(NAO)	13.1
(LS)	(WAO)	10.8

13. Speed range greater than 475 fpm

(GR)	(NAO)	9.7
(GR)	(WAO)	7.7
(LS)	(NAO)	11.6
(LS)	(WAO)	9.6

2.15 Maintenance: Out-of-service signs

1. When an elevator/escalator is taken out of service for inspection or routine maintenance, provide a neatly lettered sign on each entrance with the wording "ELEVATOR/ESCALATOR IS TEMPORARILY OUT OF SERVICE FOR INSPECTION AND ROUTINE MAINTENANCE TO PROVIDE FOR YOUR SAFETY."

GEARLESS PASSENGER ELEVATORS—MAINTENANCE: GENERAL

3.01 Maintenance: Responsibility

1. Repair or replace, as and when required:
 - (a) Machines, rotating electrical equipment, controller parts, bearings, brake coils, brake linings, door operating equipment, solid state printed circuit boards, chokes, filters, hoist, governor, compensating ropes or chains and all other mechanical and electrical parts required for the operation of the elevators.

2. Do not repair or replace:

- (a) Car enclosure, floor coverings, hoistway enclosure, hoistway door and frame finishes and door sills.

3.02 Maintenance: Schedule

1. Where the applicable equipment has been installed, perform all the following duties as described.
2. In the course of the examination, should faulty parts be discovered, replace them at once, and should any unusual operations or noises be found, take corrective action immediately.
3. Schedule parts showing excessive wear for replacement on the next regular examination.

3.03 Maintenance: Monthly Checks

1. Perform the following duties at least once every month:
 - (a) Ride elevator and carefully check for:
 - Changes in leveling operation,
 - Unusual noises,
 - Changes in door operation,
 - Proper operation of door protective devices, emergency stop switch, alarm bell, buzzer or other distress signals, door open button.
 - (b) Check controller relays, selector or stepping relay contracts and moving parts.
 - (c) Check operation of machine.
 - (d) Check all position indicators, signal lamps and lights.
 - (e) Clean machine and machine room floor.
 - (f) Check car door rollers and eccentrics.
 - (g) Lubricate and clean car door tracks.
 - (h) Check car door clutch assembly and clean.

- (i) Check door protection device and fastenings for operation and tightness.
 - (j) Relamp inoperative lamps in the pit, hoistway and the machine room.
 - (k) Relamp inoperative signal lamps, hallway lantern lamps and car stations.
 - (l) Clean elevator pit. Check for leaks.
 - (m) Check operation of buffer switch, compensating switch and emergency stop switch. Make necessary adjustments for proper operation.
 - (n) Check brake operation. Inspect drum and shoe clearance and adjust as necessary.
 - (o) Check car top exit and associated switches for proper operation.
 - (p) Lubricate all equipment points as required by manufacturer's specifications.
 - (q) Coordinate with Owner and test operation of fire recall service and emergency communication system. Report malfunctions collaborate in correcting any problems.
 - (r) Geared machines only (Specification 26-E-9e:06 par. 4.03 and 6.03). Inspect gear thrust end play for bearing wear. Check gear for leaks.
 - (s) Hydraulic machines (Specification 26-E-9e:06 par. 5.03). Test for excessive creeping. Adjust as necessary.
- and

3.04 Maintenance: Quarterly Checks

1. Perform the following duties at least once every three months:
 - (a) Check brushes in rotating electrical equipment for freeness and tension. Replace those brushes having 40% or less of their original length remaining.
 - (b) Thoroughly clean rotating electrical equipment with vacuum and blower and lubricate bearings.
 - (c) Check rotating electrical equipment connections.
 - (d) Check communication for oil or foreign matter and clean thoroughly if dirty.
 - (e) Clean the controller with blower and vacuum and inspect each relay for wear.
 - (f) Check all protective circuits and devices on controller.
 - (g) Check resistors for indications of overheating and if overheating is found, locate and correct the problem.
 - (h) Check operation and hoist way doors and adjust where necessary.
 - (i) Check door interlocks, door guides, door hanger wheels and door closer cables.
 - (j) Vacuum hoist ways from top to bottom.
 - (k) Inspect and check for proper operation of the limit stopping devices.
 - (l) Clean roller guides.
 - (m) Check selector tape fastenings and switches.
 - (n) Check and lubricate the compensating sheave.
 - (o) Check and lubricate the governor tension sheave.

- (p) Check and lubricate the governor.
- (q) Check the buffers and the buffer oil.
- (r) Clean top of cars. Remove all dirt, dust and oil.
- (s) Clean and lubricate car fans.

3.05 Maintenance: Yearly Checks

1. Perform the following duties at least once every year:
 - (a) Check mg star-delta changeover device.
 - (b) Check operation of overloads. Adjust if necessary.
 - (c) Check car operating station
 - (d) Check door operator, clean and lubricate pivot points.
 - (e) Clean guild rails.
 - (f) Check all hall buttons and their connections.
 - (g) Check rope hitches.
 - (h) Inspect ropes for wear in accordance with standards for elevator wire rope inspection, and check tension.
 - (i) Perform an annual no-load safety test in accordance with applicable provisions of the ASME A17.1 Code. Every fifth year, conduct a full-load safety test in accordance with the applicable provisions of the ASME A17.1 code. Forward a declaration certifying the successful completion of this test to the Commonwealth of Pennsylvania Elevator Division with a copy to the Chief, Building Services Division.
 - (j) Perform a safety test. Forward to the Chief, Building Services Division, a declaration certifying the successful completion of the test

- (k) Check all sheaves and shafts for soundness and wear.
- (l) Check the emergency terminal slowdown device.
- (m) Check traveling cables for wear.
- (n) Using an event recorder (PPA-5900 or equivalent), record data for a complete day of normal operation and submit the recorded data to the Chief, Building Services Division, for evaluation and checking.
- (o) Completely dismantle the brake assembly. Clean and inspect for wear. Replace defective parts. Lubricate bearings and pivot points.
- (p) Check all controller components for signs of overheating or wear. Verify relays, timers, overload relays and fuses for proper settings. Adjust or replace to meet the required values.
- (q) Dust hoistway's walls. Clean top, bottom and sides of car. Clean counterweight.
- (r) Manually test safety mechanisms before performing the annual safety tests.

3.06 Maintenance: Two Year Checks

1. Perform the following duties at least once every two years:
 - (a) Re-adjust the equipment for proper slowdown, acceleration and stopping operations.
 - (b) Check hangers and junction box connections.
 - (c) Check guild rail fastenings.
 - (d) Review the control system operation with the Chief, Building Services Division and, subject to the results of this review, readjust the equipment as required.

3.07 Maintenance: Manufacturers' Parts

1. Use genuine manufacturers' parts where at all possible.
2. Where genuine manufacturers' parts are not available or a better substitute is available, submit the alternate part for the approval of the Chief, Building Services Division.

3.08 Maintenance: Parts immediately available

1. The following spare parts, on a per elevator basis, (where applicable) shall be reserved for use on the equipment but stored off-site. They shall be available, on-site, within eight (8) hours.
 - (a) One car door sheave.
 - (b) Door closers: one complete door closer assembly.
 - (c) Door gibs: two sets of door gibs for car and hall doors.
 - (d) One safety-edge microswitch (if used).
 - (e) Three fuses of each size used in the controllers and in the main line disconnects.
 - (f) One complete hall station assembly of each type.
 - (g) One hall door sheave.
 - (h) Door locks: one complete door interlock.
 - (i) Position indicators: 12 signal lamps.
 - (j) Relays: one complete relay of each type with spare contacts and coils.
 - (k) Controller resistors: one complete set of controller resistors.
 - (l) One of each of springs, stationary contacts and moving contacts for stepping switches or selectors.

- (m) An adequate supply of cleaning solvent, wipers, general purpose oil, buffer oil and door operator oil.
- (n) One emergency stop switch.

3.09 Maintenance: Parts readily available

1. Arrange that the following spare parts (where applicable are readily available from your local office).
 - (a) One roll of selector tape of sufficient length to replace the longest tape used on the equipment.
 - (b) One complete safety edge assembly.
 - (c) One complete roller guide assembly of each size used.
 - (d) In addition to the above, keep spares for parts used in quantity on the equipment in the ratio of one spare for every 100 such parts.
 - (e) One replacement electronic door safety proximity detector.

3.10 Maintenance: Tools On-site

1. Keep the following tools on-site and in good working order:
 - (a) One dozen contact cleaners.
 - (b) Two sets of contact adjusting tools.
 - (c) Signs required for routine maintenance and repairs.
2. Inspect all tools regularly and maintain in working order.

3.11 Maintenance: Tools readily available

1. Arrange that the following tools are readily available, in good working order, from your local office:
 - (a) Babbitting equipment including heater, ladle.
 - (b) Twelve cable pullers.

- (c) Two chain blocks or lift pulls.
- (d) One dial gauge (with magnetic base).
- (e) Two sets of feeler gauges.
- (f) One F.E.T. volt-ohm-millimeter.
- (g) Four wire rope slings.
- (h) One stop watch.
- (i) One tachometer.
- (j) Six-thousand pounds of test weights and a dolly.

4.01 MAINTENANCE: GEARED PASSENGER ELEVATORS: GENERAL

1. Repair or replace, as and when required:
 - (a) Machines, rotating electrical equipment, controller parts, worms, gears, thrust bearings, brake coils, door operating equipment, solid state printed circuit boards, chokes, filters, hoist, governor, compensating ropes or chains and all other mechanical and electrical parts required for operation of the elevators.

4.02 Maintenance: Schedule

1. Where the applicable equipment has been installed, perform all the following duties as described.
2. In the course of the examination, should faulty parts be discovered, replace them at once, and should any unusual operations or noises be found take corrective action immediately.
3. Schedule parts showing excessive wear for replacement on the next regular examination.

4.03 Maintenance: Monthly Checks

1. Perform the following duties at least once every month:
 - (a) Ride elevator and carefully check for:
Changes in leveling operation,
Unusual noises,
Changes in door operation,
Proper operation of door protective devices, emergency stop switch, alarm bell, buzzer or other distress signals, door open button.
 - (b) Check controller relays, selector or stepping relay contacts and moving parts.
 - (c) Check operation of machine.
 - (d) Check all position indicators, signal lamps and lights.
 - (e) Clean machine and machine room floor.
 - (f) Check car door rollers and eccentrics.
 - (g) Lubricate and clean car door tracks.
 - (h) Check car door clutch assembly and clean.
 - (i) Check door protective device and fastenings for operation and tightness.
 - (j) Relamp inoperative lamps in the pit, hoistway and the machine room.
 - (k) Relamp inoperative signal lamps, hallway lantern lamps and car stations.
 - (l) Clean elevator pit. Check for leaks.
 - (m) Check operation of buffer switch, compensating switch and emergency stop switch. Make necessary adjustments for proper operation.

- and
- (n) Check brake operation. Inspect drum and shoe clearance and adjust as necessary.
 - (o) Check car top exit and associated switches for proper operation.
 - (p) Lubricate all equipment points as required by manufacturer's specifications.
 - (q) Coordinate with Owner and test operation of fire recall service and emergency communication system. Report malfunctions collaborate in correcting any problems.
 - (r) Geared machines only (Specification 26-E-9e:06 par. 4.03 and 6.03). Inspect gear thrust end play for bearing wear. Check gear for leaks.
 - (s) Hydraulic machines (Specification 26-E-9e:06 par. 5.03). Test for excessive creeping. Adjust as necessary.

4.04 Maintenance: Quarterly Checks

1. Perform the following duties at least once every three months:
 - (a) Check brushes in rotating electrical equipment for freeness and tension. Replace those brushes having 40% or less of their original length remaining.
 - (b) Thoroughly clean rotating electrical equipment with vacuum and blower and lubricate bearings.
 - (c) Check rotating electrical equipment connections.
 - (d) Check commutations for oil or foreign matter and clean thoroughly if dirty.
 - (e) Clean the controller with blower and vacuum and inspect each relay for wear.
 - (f) Check all protective circuits and devices on controller.
 - (g) Check resistors for indications of overheating and if overheating is found, locate and correct the problem.
 - (h) Clean top of cars. Remove all dirt, dust and oil.

- (i) Clean and lubricate car fans.
- (j) Check operation of hoistway doors and adjust where necessary
- (k) Check door interlocks, door guides, door hanger wheels and door closer cables.
- (l) Vacuum hoistways from top to bottom.
- (m) Inspect and check for proper operation of the limit stopping devices.
- (n) Check roller guides.
- (o) Check selector tape fastenings and switches.
- (p) Check and lubricate the governor tension sheaves.
- (q) Check and lubricate the governor.
- (r) Check the buffers and the buffer.

4.05 Maintenance: Yearly Checks (see 3.05.1 [j] above)

1. Perform the following duties at least once every year:
 - (a) Check mg star-delta changeover device.
 - (b) Check operation of overloads. Adjust if necessary.
 - (c) Check car operating station.
 - (d) Check door operator, clean and lubricate pivot points.
 - (e) Clean guide rails.
 - (f) Check all hall buttons and their connections.
 - (g) Check rope hitches.
 - (h) Inspect ropes for wear in accordance with standards for elevator wire rope inspection, and check tension.

- test after
- (i) Clean and check safety mechanism. Should it be necessary to alter any adjustment in the safety mechanism, perform a safety test after the adjustment.
 - (j) Perform a safety test. Forward to the Chief, Building Services Division, a declaration certifying the successful completion of the test.
 - (k) Check all sheaves and shafts for soundness and wear.
 - (l) Check the emergency terminal slowdown device.
 - (m) Check traveling cables for wear.
 - (n) Completely dismantle the brake assembly. Clean and inspect for wear. Replace defective parts. Lubricate bearings and pivot points.
 - (o) Check all controller components for signs of overheating or wear. Verify relays, timers, overload relays and fuses for proper settings. Adjust or replace to meet the required values
 - (p) Dust hoistway's walls. Clean top, bottom and sides of car. Clean counterweight.
 - (q) Manually test safety mechanisms before performing the annual safety tests.
 - (r) Using an event recorder (PPA-5900) or equivalent), record data for complete day of normal operation and submit the recorded data to the Chief, Building Services Division, for evaluation and checking.

4.06 Maintenance: Two Year Checks

1. Perform the following duties at least once every two years:
 - (a) Re-adjust the equipment for proper slowdown, acceleration and stopping operations.

- (b) Check hangers and junction box connections.
- (c) Check guide rail fastenings.
- (d) Review the control system operation with the Chief, Building Services Division and, subject to the results of the review, readjust the equipment as required.

4.07 Maintenance: Manufacturers' Parts

- 1. Use genuine manufacturers' parts where at all possible.
- 2. Where genuine manufacturers' parts are not available or a better substitute is available, submit the alternate part for the approval of the Chief, Building Services Division.

4.08 Maintenance: Parts immediately available

- 1. The following spare parts, on a per elevator basis, (where applicable) shall be reserved for use on the equipment but stored off-site. They shall be available, on-site, within eight (8) hours.
 - (a) One car door sheave.
 - (b) Door closers: one complete door closer assembly.
 - (c) Door gibs: two sets of door gibs for car and hall doors.
 - (d) One safety-edge microswitch (if used).
 - (e) Three fuses of each size used in the controllers and in the main line disconnect.
 - (f) One complete hall station assembly of each type.
 - (g) One hall door sheave.
 - (h) Door locks: one complete door interlock.
 - (i) Position indicators: 12 signal lamps.
 - (j) Relays: one complete relay of each type with spare contacts and coils.

4.08 Maintenance: Parts immediately available -Continued:

- (k) Controller resistors: one complete set of controller resistors.
- (l) One of each of springs, stationary contacts and moving contacts for stepping switches or selectors.
- (m) An adequate supply of cleaning solvent, wipers, general purpose oil, buffer oil and door operator oil.
- (n) One emergency stop switch.

4.09 Maintenance: Parts readily available

1. Arrange that the following spare parts (where applicable)are readily available from your local office.
 - (a) One roll of selector tape of sufficient length to replace the longest tape used on the equipment.
 - (b) One complete safety edge assembly.
 - (c) One complete roller guide assembly of each size used.
 - (d) In addition to the above, keep spares for parts used in quantity on the equipment in the ratio of one spare for every 100 such parts.

4.10 Maintenance: Tools On-site

1. Keep the following tools on-site and in good working order:
 - (a) One dozen contact cleaners.
 - (b) Two sets of contact adjusting tools.
 - (c) Signs required for routine maintenance and repairs.
2. Inspect all tools regularly and maintain in working order.

4.11 Maintenance: Tools readily available

1. Arrange that the following tools are readily available, in good working order, from your local office:
 - (a) Babbitting equipment including heater, ladle.
 - (b) Twelve cable pullers.
 - (c) Two chain blocks or lift pulls.
 - (d) One dial gauge (with magnetic base).
 - (e) Two sets of feeler gauges.
 - (f) One F.E.T. volt-ohm-millimeter.
 - (g) Four wire rope slings.
 - (h) One stop watch.
 - (i) One tachometer.
 - (j) Six-thousand pounds of test weights and a dolly.

5.01 MAINTENANCE: HYDRAULIC ELEVATOR: GENERAL

1. Repair or replace, as and when required:
 - (a) Pumps, motors, gland packing, controller parts, hydraulic fluid, door equipment, solid state printed circuit boards and all other mechanical and electrical parts required for the operation of the elevator.
2. Do not repair or replace:
 - (a) Car enclosure, floor coverings, hoistway enclosures, hoistway door and frame finishes and door sills.
 - (b) Hydraulic cylinder and buried oil lines.

5.02 Maintenance: Schedule

1. Where the applicable equipment has been installed, perform all the following duties as described.
2. In the course of the examination, should faulty parts be discovered, replace them at once, and should any unusual operations or noises be found take corrective action immediately.
3. Schedule parts showing excessive wear for replacement on the next regular examination.

5.03 Maintenance: Monthly Checks

1. Perform the following duties at least once every month:
 - (a) Ride elevator and carefully check for:

Changes in leveling operation,

Unusual noises,

Changes in door operation,

Proper operation of door protective devices, emergency stop switch, alarm bell, buzzer or other distress signals, door open button.
 - (b) Check controller relays, selector or stepping relay contacts and moving parts.
 - (c) Check operation of machine.
 - (d) Check all position indicators, signal lamps and lights.
 - (e) Clean machine and machine room floor.
 - (f) Lubricate and clean car door tracks.
 - (g) Check gland packing for leakage and adjust and/or replace as required.

- (h) Clean guide rails.
- (i) Relamp inoperative lamps in the pit, hoistway and the machine room.
- (j) Relamp inoperative signal lamps, hallway lantern lamps and car stations.
- (k) Clean elevator pit. Check for leaks.
- (l) Check operation of buffer switch, compensating switch and emergency stop switch. Make necessary adjustments for proper operation.
- (m) Check brake operation. Inspect drum and shoe clearance and adjust as necessary.
- (n) Check car top exit and associated switches for proper operation.
- (o) Lubricate all equipment points as required by manufacturer's specifications.
- (p) Coordinate with Owner and test operation of fire recall service and emergency communication system. Report malfunctions and collaborate in correcting any problems.
- (q) Geared machines only (Specification 26-E-9e:06 par. 4.03 and 6.03). Inspect gear thrust end play for bearing wear. Check gear for leaks.
- (r) Hydraulic machines (Specification 26-E-9e:06 par. 5.03). Test for excessive creeping. Adjust as necessary.

5.04 Maintenance: Quarterly Checks

1. Perform the following duties at least once every three months:
 - (a) Clean the controller with blower and vacuum and inspect each relay for wear.
 - (b) Check all protective circuits and devices on controller.
 - (c) Check operation of hoistway doors and adjust where necessary.

- (d) Check door interlocks, door gibs, door chains and sheaves.
- (e) Vacuum hoistways from top to bottom.
- (f) Clean top of cars. Remove all dirt, dust and oil.
- (g) Clean and lubricate car fans.

5.05 Maintenance: Yearly Checks

1. Perform the following duties at least once every year:
 - (a) Check operation of overloads. Adjust if necessary.
 - (b) Check car operating station.
 - (c) Check all hall buttons and their connections.
 - (d) Conduct annually a test relief valve setting and static test of unexplained hydraulic cylinders in accordance with the applicable provisions of the ASME A17.1 Code.
 - (e) Completely dismantle the brake assembly. Clean and inspect for wear. Replace defective parts. Lubricate bearings and pivot points.
 - (f) Check all controller components for signs of overheating or wear. Verify relays, timers, overload relays and fuses for proper settings. Adjust or replace to meet the required values.
 - (g) Dust hoistway's walls. Clean top, bottom and sides of car. Clean counterweight.
 - (h) Manually test safety mechanisms before performing the annual safety tests.

5.06 Maintenance: Two Year Checks

1. Perform the following duties at least once every two years:
 - (a) Re-adjust the equipment for proper slowdown, acceleration and stopping operations.
 - (b) Check hangers and junction box connections.
 - (c) Check guide rail fastenings.
 - (d) Review the control system operation with the Chief, Building Services Division and, subject to the results of this review, readjust the equipment as required.

5.07 Maintenance: Manufacturers' Parts

1. Use genuine manufacturers' parts where at all possible.
2. Where genuine manufacturers' parts are not available or a better substitute is available, submit the alternate part for the approval of the Chief, Building Services Division.

5.08 Maintenance: Parts Immediately Available

1. The following spare parts, on a per elevator basis, (where applicable) shall be reserved for use on the equipment but stored off-site. They shall be available, on-site, within eight (8) hours.
 - (a) Two sets of gibs for car gate and hall doors.
 - (b) Three fuses of each size used in the controllers and in the main line disconnect.
 - (c) One complete hall station assembly of each type.
 - (d) One hall door sheave.
 - (e) Door locks: one complete set of door interlocks contacts.
 - (f) Relays: one complete relay of each type with spare contacts and coils.

- (g) Gland packing: one complete set.
- (h) Hydraulic fluid: one 45 gallon drum.
- (i) One car door sheave.
- (j) Door closers: one complete door closer assembly.
- (k) One safety-edge microswitch (if used).
- (l) Controller resistors: one complete set of controller resistors.
- (m) One of each of springs, stationary contacts and moving contacts for stepping switches or selectors.
- (n) An adequate supply of cleaning solvent, wipers, general purpose oil, buffer oil and door operator oil.
- (o) One emergency stop switch.

5.09 Maintenance: Parts Readily Available

1. Arrange that the following spare parts (where applicable) are readily available from your local office.
 - (a) One complete safety edge assembly.
 - (b) One complete roller guide assembly of each size used.
 - (c) In addition to the above, keep spares for parts used in quantity on the equipment in the ratio of one spare for every 100 such parts.
 - (d) Door locks: one (1) complete door interlock.
 - (e) Gland packing: one (1) complete set.
 - (f) Hydraulic fluid: one (1) 55 gallon drum
 - (g) Door closers: one (1) complete door closers assembly.
 - (h) Controller resistors: one (1) complete set of controller resistors.

5.10 Maintenance: Tools On site

1. Keep the following tools on-site and in good working order.
 - (a) One dozen contact cleaners.
 - (b) Two sets of contact adjusting tools.
 - (c) Signs required for routine maintenance and repairs.
2. Inspect all tools regularly and maintain in working order.

5.11 Maintenance: Tools Readily Available

1. Arrange that the following tools are readily available, in good working order, from your local office.
 - (a) One F.E.T. volt-ohm-millimeter.
 - (b) One stop watch
 - (c) One tachometer
 - (d) Six-thousand pounds of test weights and a dolly.
 - (e) One 1000 ppsi four-inch dial pressure gauge.
 - (f) Two sets of feeler gauges.
 - (g) Four wire rope slings.

6.01 MAINTENANCE: GREASE FREIGHT ELEVATOR; GENERAL

1. Repair and replace, as and when required:
 - (a) Machines, rotating electrical equipment, controller parts, worms, gears, thrust bearings, brake coils, brake linings, door operating equipment, solid state printed circuit board and all other mechanical and electrical parts required for the operation of all elevators.

2. Do not repair or replace:
 - (a) Car enclosure, floor coverings, hoistway enclosure, hoistway door and frame finishes and door sills.

6.02 Maintenance: Schedule

1. Where the applicable equipment has been installed perform all the following duties as described.
2. In the course of the examination, should faulty parts be discovered, replace them at once, and should any unusual operations or noises be found, take corrective action immediately.
3. Schedule parts showing excessive wear for replacement on the next regular examination.

6.03 Maintenance: Monthly Checks

1. Perform the following duties at least once every month:
 - (a) Ride elevators and carefully check for:

Changes in leveling operation,

Unusual noises,

Changes in door operation,

Proper operation of door protective devices, emergency stop switch, alarm bell, buzzer or other distress signals, door open button.
 - (b) Check controller relays, selector or stepping relay contacts and moving parts.
 - (c) Check operation of machine.
 - (d) Check all possible indicators, signal lamps and lights.
 - (e) Clean machine and machine room floor.

- (f) Check car door rollers and eccentrics.
- (g) Lubricate and clean car door tracks.
- (h) Check car door protective device and fastenings for operation and tightness.
- (i) Relamp inoperative lamps in the pit, hoistway and the machine room.
- (j) Relamp inoperative signal lamps, hallway lantern lamps and car stations.
- (k) Clean elevator pit. Check for leaks.
- (l) Check operation of buffer switch, compensating switch and emergency stop switch. Make necessary adjustments for proper operation.
- (m) Check brake operation. Inspect drum and shoe clearance and adjust as necessary.
- (n) Check car top exit and associated switches for proper operation.
- (o) Lubricate all equipment points as required by manufacturer's specifications.
- (p) Coordinate with Owner and test operation of fire recall service and emergency communication system. Report malfunctions collaborate in correcting any problems.
- (q) Geared machines only (Specification 26-E-9e:06 par. 4.03 and 6.03). Inspect gear thrust end play for bearing wear. Check gear for leaks.
- (r) Hydraulic machines (Specification 26-E-9e:06 par. 5.03). Test for excessive creeping. Adjust as necessary.

and

6.04 Maintenance: Quarterly Checks

1. Perform the following duties at least once every three months:
 - (a) Check brushes in rotating electrical equipment for freeness and tension. Replace those brushes having 40% or less of their original length remaining.
 - (b) Thoroughly clean rotating electrical equipment with vacuum and blower and lubricate bearings.
 - (c) Check rotating electrical equipment connections.
 - (d) Check commutators for oil or foreign matter and clean thoroughly if dirty.
 - (e) Clean the controller with blower and vacuum and inspect each relay for wear.
 - (f) Check all protective circuits and devices on controller.
 - (g) Check resistors for indications of overheating and if overheating is found, locate and correct the problem.
 - (h) Check operation of hoistway doors and adjust where necessary.
 - (i) Check door interlocks, door guides, door hanger wheels and door closer cables.
 - (j) Vacuum hoistways from top to bottom.
 - (k) Inspect and check for proper operation of the limit stopping devices.

- (l) Check roller guides.
- (m) Check selector tape fastenings and switches.
- (n) Check and lubricate the governor tension sheave.
- (o) Check and lubricate the governor.
- (p) Check the buffers and the buffer oil.
- (q) Clean top of cars. Remove all dirt, dust and oil.
- (r) Clean and lubricate car fans.

6.05 Maintenance: Yearly Checks

1. Perform the following duties at least once every year:
 - (a) Check mg star-delta changeover device.
 - (b) Check operation of overloads. Adjust if necessary.
 - (c) Check car operating station.
 - (d) Check door operator, clean and lubricate pivot points.
 - (e) Clean guide rails.
 - (f) Check all hall buttons and their connections.
 - (g) Check rope hitches.
 - (h) Inspect ropes for wear in accordance with standards for elevator wire rope inspection, and check tension.
 - (i) Clean and check safety mechanism. Should it be necessary to alter any adjustments in the safety mechanism perform a safety test after the adjustment.
 - (j) Perform a safety test (see 3.05.1 [j] above). Forward to the Chief, Building Services Division, a declaration certifying the successful completion of the test.
 - (k) Check all sheaves and shafts for soundness and wear.

- (i) Check the emergency terminal slowdown device.
- (m) Check traveling cables for wear.
- (n) Completely dismantle the brake assembly. Clean and inspect for wear. Replace defective parts. Lubricate bearings and pivot points.
- (o) Check all controller components for signs of overheating or wear. Verify relays, timers, overload relays and fuses for proper settings. Adjust or replace to meet the required values.
- (p) Dust hoistway's walls. Clean top, bottom and sides of car. Clean counterweight.
- (q) Manually test safety mechanisms before performing the annual safety tests.

6.06 **Maintenance: Two Year Checks**

1. Perform the following duties at least once every two years:
 - (a) Re-adjust the equipment for proper slowdown, acceleration and stopping operations.
 - (b) Check hangers and junction box connections.
 - (c) Check guide rail fastenings.
 - (d) Review the control system operation with the Chief, Building Services Division and, subject to the results of the review, readjust the equipment

6.07 **Maintenance: Manufacturers' Parts**

1. Use genuine manufacturers' parts where at all possible.
2. Where genuine manufacturers' parts are not available or a better substitute is available, submit the alternate part for the approval of the Chief, Building Services Division.

6.08 Maintenance: Parts Immediately Available

1. The following spare parts, on a per elevator basis, (where applicable) shall be reserved for use on the equipment but stored off-site. They shall be available, on-site, within eight (8) hours.
 - (a) One car door sheave.
 - (b) Door closers: one complete door closer assembly.
 - (c) Door gibs: two (2) sets of door gibs for car and hall doors or gate.
 - (d) One safety-edge microswitch (if used).
 - (e) Three fuses of each size used in the controllers and in the main line disconnect.
 - (f) One complete hall station assembly of each type.
 - (g) One hall door sheave.
 - (h) Door locks: one complete door interlock.
 - (i) Position indicators: 12 signal lamps.
 - (j) Relays: one complete relay of each type with spare contacts and coils.
 - (k) Controller resistors: one complete set of controller resistors.
 - (l) One of each of springs, stationary contacts and moving contacts for stepping switches or selectors.
 - (m) An adequate supply of cleaning solvent, wipers, general purpose oil, buffer oil and door operator oil.
 - (n) One emergency stop switch.

6.09 Maintenance: Parts Readily Available

1. Arrange that the following spare parts (where applicable) are readily available from your local office.
 - (a) One roll or selector tape of sufficient length to replace the longest tape used on the equipment.

- (b) One complete safety edge assembly.
- (c) One complete roller guide assembly of each size used.
- (d) In addition to the above, keep spares for parts used in quantity on the equipment in the ratio of one spare for every 100 such parts.

6.10 Maintenance Tools On-site

1. Keep the following tools on-site and in good working order.
 - (a) One dozen contact cleaners.
 - (b) Two sets of contact adjusting tools.
 - (c) Signs required for routing maintenance and repairs.
2. Inspect all tools regularly and maintain in working order.

6.11 Maintenance: Tools Readily Available

1. Arrange that the following tools are readily available, in good working order from your local office.
 - (a) Babbitting equipment including heater, ladle.
 - (b) Twelve cable pullers.
 - (c) Two chain blocks or lift pulls.
 - (d) One dial gauge (with magnetic base).
 - (e) Two sets of feeler gauges.
 - (f) One F.E.T. volt-ohm-millimeter.
 - (g) Four wire rope slings.
 - (h) One stop watch.

- (i) One tachometer.
- (j) Ten thousand pounds of test weights and a dolly.

ESCALATORS–SCHEDULED MAINTENANCE

7.01 Maintenance: Escalator Performance

1. During the first three months of the contract, adjust the equipment so that the minimum standards of performance set out below are met, and maintain these standards throughout the term of the contract. Check all safety circuits for proper functioning. Align all steps to prevent step treads from hitting the comb plate hinges and the skirt panels.
2. Maintain the clearances in accordance with the requirements of the inspecting authorities. Check and adjust the step chain tension to prevent sagging or buckling of the chain.
3. Prevent the steps from coming in contact with each other.
4. Maintain a constant distance between step axles of exposed step. Maintain the handrails at a proper, constant tension, automatically so as to prevent excessive wear.
5. Operate the handrails in synchronism with the moving steps.
6. Arrange the equipment so that there is no slippage of the handrail.
7. Adjust the equipment to be capable of lifting its rated speed.

7.02 Maintenance: Frequency

1. Perform routine maintenance examinations at least twice a month.

7.03 Maintenance: Schedule

1. Perform the following duties at least twice a month:
 - (a) Ride the escalator and observe the operation of the steps and handrails for smoothness and noise.

- (b) Examine comb plates for broken fingers and replace where necessary.
 - (c) Check the clearance between the step treads and comb plate fingers and between the step treads and skirt panels. Should clearances exceed the maximum allowed by the inspection authorities, immediate action must be taken to correct the problem.
 - (d) Check all controller relays for proper contact and excessive heating.
 - (e) Clean the machine. Check the machine bearings for excessive heating and observe the brake action. Check the oil level and examine for oil leaks.
 - (f) Ride each step and check for bumps or broken treads. Replace as required.
 - (g) Press each stop button and check for proper stopping distance. Adjust brake if required.
 - (h) Check step chain for proper tension and lubricate.
 - (i) Clean sprockets.
 - (j) Clean truss pans.
 - (k) Check for broken step treads. Replace as necessary.
 - (l) Check for loose trim, screws and other items which can snag clothing and become a hazard. Correct the problems immediately.
 - (m) Clean escalator machine spaces, top and bottom, including drip pans.
 - (n) Observe gears and chains for signs of excessive wear and misalignment. Lubricate rollers, chains and gears according to manufacturer's specifications.
2. Perform the following quarterly checks:
- (a) Check and adjust turn around rollers.

- (b) Check belts and chains for tension. Adjust as necessary.
 - (c) Adjust handrail tension device.
 - (d) Check and adjust brake and clutch assemblies.
 - (e) Check for overheating and sign of excessive wear all solid state boards, relays, buttons and key switches. Replace worn parts and adjust assemblies as required.
3. Perform the following duties at least once every six months:
- (a) Trip governor by hand. Check all parts of the mechanism for freeness. Clean and lubricate as required.
 - (b) Remove the machine inspection cover and examine the gear teeth for wear.
4. Perform the following duties at least once every twelve months:
- (a) Thoroughly clean and inspect all step rollers and step chains for wear and replace as required.
 - (b) Thoroughly clean the motor. If the accumulation of dust is excessive, remove the dirt by a vacuum cleaner rather than blowing out the motor.
 - (c) Clean and examine all controller equipment for worn parts and replace if required. Check the power wiring connections for tightness with particular attention to the overload relay wire connections.
 - (d) Check the overloads for correct setting.
 - (e) Clean the entire escalator assembly with a non-toxic oil solvent.
 - (f) Clean and lubricate steps. Replace as necessary.
 - (g) Remove panels. Check handrail drive chain and sprockets. Replace and lubricate as necessary.
 - (h) Replace breaks in handrail. Repair as necessary to remove all potential pinch points.
 - (i) Check and clear brakes. Adjust for proper stopping distance.

7.04 Maintenance: Spare Parts

- 1 Keep the following spare parts dedicated to each escalator and available within eight (8) hours, from the local office of the contractor for each escalator:
 - (a) Four step trail rollers.
 - (b) Four step chain rollers.
 - (c) Two control fuses of each size.
 - (d) Four complete sets of comb plate fingers.
 - (e) One set of replacement parts for relays.
 - (f) All necessary lubricants and cleaning agents.

7.05 Maintenance: Tools

1. Arrange that the following tools are readily available, in good working order, from your local office:
 - (a) One volt-ohm-millimeter (20,000 ohms per volt).
 - (b) One dozen contact cleaners.
 - (c) One blower
 - (d) One vacuum cleaner.

Attention Bidder:

This bid document may not contain all of the documents that you will need to complete the bid submission. On occasion, it is not possible to include the following:

Exhibits

Drawings

Attached specifications

Attached documents

If you have not received a corresponding attachment, drawing or exhibit that is referenced in the bid document you may obtain it by contacting the Public Information Unit at 215-686-4720.



CITY OF PHILADELPHIA

INSTRUCTIONS FOR GETTING PAID

BY THE CITY OF PHILADELPHIA

The City attempts to process invoices in a timely manner. Delays can occur because of incomplete or inaccurate invoicing information. Please make sure that all your invoices contain the following information to help the City in paying you as quickly as possible.

- 1. AFTER THE DELIVERY OR SERVICES HAS BEEN COMPLETED YOU MUST SUBMIT THREE (3) COPIES OF AN INVOICE FOR PAYMENT TO THE RECEIVING DEPARTMENT LISTED ON THE PURCHASE ORDER.**
- 2. THE INVOICE MUST CORRECTLY REFERENCE THE PURCHASE ORDER NUMBER, THE VENDOR NAME, ADDRESS AND FEDERAL EMPLOYER IDENTIFICATION NUMBER.**
- 3. CHECKS WILL ONLY BE MADE PAYABLE TO THE COMPANY NAME AS SHOWN ON THE PURCHASE ORDER; THE INVOICE MUST REFLECT THIS SAME COMPANY NAME AS THE "PAY TO".**
- 4. THE INVOICE MUST SHOW THE QUANTITY AND TYPE OF ITEM OR SERVICE AND THE PRICE.**
- 5. THE UNIT OF PURCHASE ON THE INVOICE MUST AGREE WITH THE UNIT CITED ON THE PURCHASE ORDER. REFERENCE TO THE SPECIFIC LINE ITEM IS HELPFUL.**

Paying vendors is the responsibility of the *receiving* City Department(s), not the Procurement Department. Vendors should bring any problems concerning payments to the attention of the appropriate City receiving department. The name and number of the contact person can generally be found on the purchase order. If all necessary paperwork has been submitted to the department and questions still remain, vendors should contact:

**City of Philadelphia
Accounting Verification
Room 1340 Municipal Services Building
1401 J.F.K. Blvd.
Philadelphia, PA 19102
Tel. 215 686 6365**

VENDORS INTERESTED IN RECEIVING PAYMENTS ELECTRONICALLY MUST COMPLETE AN ACH VENDOR ENROLLMENT AND CHANGE FORM. THIS FORM CAN BE DOWNLOADED FROM WWW.PHILA.GOV/BIDS.

BIDDERS GUIDELINES*

The following list will assist you in the preparation of your bid.

- Read the entire bid so that you fully understand all the requirements.
- All bids must be submitted to the City no later than the time and date stated as the bid opening.
- Note the City Anti-Discrimination Policy. If Office of Economic Opportunity Participation is required be sure to fill out all appropriate forms. If you have questions call OEO at (215) 686-6232.
- Make sure you submit the appropriate Bid Security and Bid Submission Fee with your bid. Refer to Section 1 of the bid and the Conditions of Bidding sheet.
- Bidder must meet **all** qualifications.
- If an alternate to any item is being offered, you must follow the instructions in paragraph 2 of the Conditions of Bidding sheet.
- Does the bid require a site inspection, attendance at a Pre-Bid Meeting, samples, financial information or other data you must provide?
- Have you signed and returned all Addenda?
- If the bid is going to be awarded as a whole, you must bid on all items. See Section 3 of the bid: Bid Evaluation and Award.
- Bidders' attention is directed to the Conditions of Bidding sheet regarding the Master Performance Bond.
- Bids and pricing must be written in ink or typed. FAXed bids will not be accepted.
- **Do not** submit counter terms or conditions. **Your bid will be rejected**.
- Have you signed the Contract Page and affixed your Corporate Seal as required?
- **Do not** combine check amounts: All checks should be individual and specific.
- Please double check all mathematical calculations for errors.

If you have questions call Public Information at (215) 686-4720.

*This information is provided for guidance only and does not preclude your responsibility to read fully and respond to all portions of this bid.



**CITY OF PHILADELPHIA
PROCUREMENT DEPARTMENT
Public Information Unit**

ATTENTION VENDORS

If your company would like to receive the results of a particular bid, the Public Information Unit of the Procurement Department will forward this information to you at a **\$10.00 fee, company check or money order only, no personal checks or cash, for each bid number requested.** Please be advised that bid tabulations **are not available** by telephone. If you have any questions, Please call 215-686-4755 or 215-686-4756.

BID RESULTS REQUEST FORM

Please complete form below. Only one (1) request per form.

Date of Request: _____

Bid Number Requested: _____ Opening Date: _____

Company Name: _____

Company Representative: _____

Address: _____

Telephone No.: _____ Fax No.: _____

Mail this Request to the address below and enclose the following items:

- Company check or Money Order payable to **“City of Philadelphia”**
- A self-addressed stamped envelope which is at least 9 ½ ” x 12 ½ ” or larger for each Bid requested.

Failure to send either of the above items, will void your request.

Mail Request To:

The Procurement Department Public Information Unit
Attention: Bid Results
1401 JFK Blvd.
Room 170B
Philadelphia, PA 19102

COMPANY CHECK OR MONEY ORDER ONLY



CITY OF PHILADELPHIA

Procurement Department
120 Municipal Services Building
Philadelphia, PA 19102-1685
(215) 686-4720
(215) 686-4716 Fax

Hugh Ortman
Procurement Commissioner

Master Bid Security Program for Service, Supplies and Equipment Bids Period of Coverage: July 1, 2010 – June 30, 2012

(Bids for Professional Consulting Services, Public Works, Construction and Demolition [wrecking and building removal] are not covered under the Master Bid Security Program)

Dear Vendor:

The Philadelphia City Charter requires that each bid submission over \$30,000 be accompanied by a certified check in the amount specified in the bid invitation. This requirement can be met for most bids if the Bidder is covered under the City's Master Bid Security Program. This program provides bid security coverage for Service, Supply and Equipment bids that have a total dollar value of over \$30,000 up to \$500,000.

To file for coverage under the Bid Security Program, for the period **July 1, 2010 to June 30, 2012**, complete the enclosed application and return it with a check for **\$175.00**. Make the check payable to "City of Philadelphia". It is **non-refundable**. To clarify the precise use of the check, enter the words "**Bid Security Program**" **2010–2012** on the face of the check.

If you do not become a participant in the program at this time, you may still submit bids. However, they must be accompanied by a certified check in the amount specified in the Terms and Conditions of Bidding.

For additional information or inquiries regarding this program, please contact: The Public Information Unit at (215) 686-4719, (215) 686-4720 or (215) 686-4721.

IF A RECEIPT IS REQUESTED, PLEASE ENCLOSE A SELF-ADDRESSED STAMPED ENVELOPE.

Forward Check with Application to
CITY OF PHILADELPHIA
MASTER BID SECURITY PROGRAM
170A Municipal Services Building
Philadelphia, PA 19102-1685

Company Name: _____

Fed EIN/SSN: _____

Street Address _____

City, State, Zip: _____

Contact Person: _____

Telephone No: (____) _____ Fax No: (____) _____

A. Check payable to the City of Philadelphia in the amount of \$175.00 for 7/1/10 to 6/30/12
DO NOT SEND CASH. NO PERSONAL CHECKS.

Internal Use Only

Rcvd. ___/___/___ Pymt. Type _____ Ck. Amt. \$ _____ Ck.# _____



CITY OF PHILADELPHIA

Office of the Director of Finance
Room 1330, Municipal Services Bldg.
1401 John F. Kennedy Boulevard
Philadelphia, Pa 19102-1685

Rob Dubow
Director of Finance

The City of Philadelphia is pleased to announce a **Vendor Information Payment System (VIPS)** which will allow businesses such as yours to inquire about the status of invoices billed against purchase orders and professional services contracts. The only requirement is that your invoices utilize a unique number – either alpha, numeric or a combination of the two.

This system will be operational twenty four hours a day, seven days a week. All you have to do is dial **215-686-5968**, and follow the prompts to get an up-to-date status on your payments.

Enclosed for your convenience is an easy to use reference guide which provides a brief overview of what you can expect. I urge you to give it a try and see for yourself how easy it is to use. If you should happen to experience any problems, or if you would like to comment on this system, please call the **Office of the Director of Finance** at **215-686-6167**.

I believe that you will find this way of obtaining payment information convenient and easy to use.

Vendor Information Payment Reference Guide

- 1- Call 215-686-5968.
- 2- After the prompts, enter the 8 numeric characters that uniquely identifies your purchase order.
- 3- Select one of the three inquiry options:
 - ▶ a) by your purchase order.
 - ▶ b) by your company.
 - ▶ c) by your specific invoice number.
 - (Numeric invoice numbers only)



CITY OF PHILADELPHIA

PROCUREMENT DEPARTMENT
120 Municipal Services Building
Philadelphia, Pa 19102-1685

Hugh Ortman
Procurement Commissioner

Dear Valued Vendor,

The City of Philadelphia is pleased to announce a new online **Vendor Invoice Information (VII) Website** which will allow businesses such as yours to inquire about the status of invoices billed against purchase orders and professional services contracts. The only requirement is that your invoices utilize a unique number – alpha, numeric or a combination of the two.

This system will be operational twenty four hours a day, seven days a week. All you have to do is log on to the City of Philadelphia website: www.phila.gov, click on “Vendor Invoice Information” under the “Help Me” section of the home page, enter your Federal Employer Identification Number (FEIN) and a valid active purchase order. Then, agree to a waiver statement and follow the prompts to get an up-to-date status on your payments.

You are urged to give it a try and see for yourself how easy it is to use. If you should happen to experience any problems, or if you would like to comment on this new system, please e-mail us using the question and comment field provided on the site.

We believe that you will find this new way of obtaining payment information convenient and easy to use.

TERMS AND CONDITIONS OF BIDDING AND CONTRACT

BID SUBMISSION

1. PREPARATION AND SUBMISSION OF BID.

All bids must be written in ink or typewritten and made on the forms issued and signed in ink by a person with legal authority to bind the bidder. The contract awarded hereunder shall consist of the Invitation and Bid, all addenda thereto issued by the City, all exhibits and attachments issued and/or accepted by the City and these Terms and Conditions of Bidding and Contract (the "Contract"). It is the sole responsibility of the bidder to ensure that it has received any and all addenda and the Procurement Commissioner may in his/her sole discretion reject any bid for which all addenda have not been executed and returned in accordance with the instructions provided therein. No bid may be considered if received after the date and time for the opening of bids established by the Invitation and Bid, nor may any bid be modified after that date and time. The time of bid opening shall be the time displayed on the City's official bid clock located at the bid room. In the event of any discrepancy between actual time and the City's official bid clock, the latter shall determine the time of bid opening.

2. BID SECURITY. Unless the bidder is enrolled under the City's Annual Master Bid Security Program or an individual bid bond is required in the Invitation and Bid, all bids must be accompanied by a Certified Check, Treasurer's Check, Cashier's Check, Bank Money Order, or United States Postal Money Order made payable to the order of "The City of Philadelphia" in the proper amount as shown below:

AMOUNT OF BID OR ESTIMATED CONTRACT	AMOUNT OF CERTIFIED CHECK
\$ 30,000.00 or less	No Check Required
\$ 30,000.01 - \$ 99,999.99	\$ 500.00
\$100,000.00 - \$249,999.99	\$2,000.00
\$250,000.00 - \$499,999.99	\$4,000.00
\$500,000.00 or more	\$6,000.00

When computing amount of Bid for Certified Check purposes, do NOT deduct for trade-ins.

Any bid in excess of \$500,000 is not covered by the Annual Master Bid Security Program, and bidder must submit a certified check, treasurer's check, cashier's check, bank money order, or United States postal money order made payable to the order of "The City of Philadelphia" in the required amount.

Once the lowest responsive and responsible bidder has been determined all other bidders will receive a refund in the amount of the bid security submitted. Bid security submitted by the lowest responsive and responsible bidder will be refunded after receipt of all duly executed Contract documents, required fees, bonds or other performance security. Funds submitted for the Master Bid Security Program are not refundable.

3. BID PROCESSING FEE. In addition to bid security and any other fee or monies required to be submitted with the bid, the bid shall be accompanied by a non-refundable processing fee in the form of a separate standard check, bank money order or United States postal money order made payable to the order of "City of Philadelphia" in an amount based on the gross amount of the bid in accordance with the formula below. Cash is not acceptable.

AMOUNT OF BID OR ESTIMATED CONTRACT	AMOUNT OF PROCESSING FEE
\$ 30,000.00 or less	No Check Required
\$ 30,000.01 - \$ 100,000.00	\$ 10.00
\$ 100,000.01 - \$ 300,000.00	\$ 30.00
\$ 300,000.01 - \$ 500,000.00	\$ 50.00
\$ 500,000.01 - \$1,000,000.00	\$100.00
\$1,000,000.01 - \$2,000,000.00	\$200.00
\$2,000,000.01 - \$3,000,000.00	\$300.00
\$3,000,000.01 - \$4,000,000.00	\$400.00
\$4,000,000.01 - \$5,000,000.00	\$500.00
\$5,000,000.01 or more	\$600.00

4. SPECIFICATIONS. When a formal, numbered, specification is referred to in the Invitation and Bid, no deviation therefrom will be permitted, except if/as indicated in the Invitation and Bid and the bidder will be required to furnish articles and/or services in conformity with that specification. When catalogues, model numbers, trade names, or cuts are listed in the Invitation and Bid, they are, unless otherwise specified, included for the purposes of furnishing bidders with information concerning the style, type or kind of article and/or service desired. A bidder may offer an article and/or service which he/she certifies to be equal or better in quality, performance and other essential characteristics. If submitting an alternate, the bidder must specify the alternate (e.g., make and model #) in the bid and submit with the bid a complete description of the article (including any technical literature) and/or service proposed to be furnished. Failure to do so will require the bidder to furnish the article and/or service specified in the Invitation and Bid. The Procurement Commissioner reserves the sole right to determine whether alternates offered are equal or better. Unless otherwise provided in the bid specifications, all items offered by the bidder must be new. A "new" item is one which will be used first by the City. This clause shall not be construed to prohibit bidders from offering goods, supplies, equipment, or materials containing recycled materials or printing with recycled content; bidders intending to provide goods made with recycled materials should notify the Procurement Department.

5. PATENTS. The successful bidder shall be solely responsible for all royalties and charges that may be due to any patent holder for or on account of the use of any patented appliance, product or processes. Evidence of such payment shall be submitted upon request of the Procurement Commissioner and failure to submit such evidence may, in the sole discretion of the Procurement Commissioner, result in rejection of the bid or constitute an event of default, entitling the City to all rights and remedies as provided herein in Section 16 and/or 18.

6. LOCAL BIDDING PREFERENCE
In accordance with Chapter 17-109 of the Philadelphia Code relating to Local Bidding Preferences for Procurement Contracts, this bid may be subject to a 5% local bid preference. In order to determine eligibility to receive the 5% preference, if applicable, bidder or subcontractor must be certified at the time of the bid opening and must submit with the bid, the Local Business Entity Certification Number* as issued by the Procurement Department for the prime contractor or the applicable subcontractor.

TERMS AND CONDITIONS OF BIDDING AND CONTRACT

*Note: If you wish to apply for Local Business Entity (LBE) certification, go to www.phila.gov/bids. Please allow sufficient time prior to bidding for processing of the LBE application.

EVALUATION AND AWARD

7. TYPES OF BIDDER RESTRICTED. Bidders must not be a party to more than one bid for the same article or service. A violation of this condition may, in the sole discretion of the Procurement Commissioner, result in rejection of any or all such bids in which the bidder has an interest.

8. RESPONSIVENESS. Subject to the right of the Procurement Commissioner to waive non-responsiveness as set forth below in this Section, these Terms and Conditions of Bidding and Contract and the specifications and requirements included in the Invitation and Bid are mandatory and must be strictly followed by all bidders in the preparation and submission of their bids. After bids are opened, the Procurement Department, and other City departments or agencies where appropriate or specified, shall review all bids for responsiveness to these Terms and Conditions of Bidding and Contract and the specifications and requirements included in the Invitation and Bid.

Any bid which is incomplete, obscure, conditional, or unbalanced, which contains additions not called for, or irregularities of any kind, including alterations or erasures, or which fails to conform in any respect to these Terms and Conditions of Bidding and Contract and the specifications and requirements included in the Invitation and Bid is non-responsive and shall be rejected, except where the Procurement Commissioner, in his/her sole discretion, determines that the non-responsiveness is not material to the Invitation and Bid or that a waiver of the non-responsiveness is otherwise permitted by the Invitation and Bid, by these Terms and Conditions of Bidding and Contract or by law. The Procurement Department's determination of non-responsiveness shall be final and any bid rejected as non-responsive shall not be eligible for contract award.

9. RESPONSIBILITY. Unless otherwise specified, after bids are opened, the Procurement Department, and other City departments or agencies where appropriate or specified, shall review and may investigate the responsibility, including, but not limited to, the qualifications, references, capacity and ability to perform the Contract resulting from the Invitation and Bid in accordance with its terms, and integrity, of the lowest responsive bidder. All determinations of bidder responsibility shall be vested in the sole discretion of the Procurement Commissioner and other City officials. Any bidder who is deemed not responsible shall be ineligible for award of the Contract.

Bidders deemed not responsible will be notified of such determination and the reasons therefore in writing by the Procurement Department, and shall have the right to contest the determination by submitting to the Procurement Department, within forty-eight (48) hours after receipt of its written determination, a written request for reconsideration that includes information relating to the bidder's qualifications and responsibility and demonstrating the insufficiency of the reasons stated in the written determination finding the bidder not

responsible. Any further determination of a contesting bidder's responsibility shall be vested in the sound discretion of the Procurement Commissioner and other City officials.

10. CANCELLATION AND AWARD. The Procurement Commissioner, in his/her sole discretion, may cancel any Invitation and Bid prior to bid opening. After bid opening, the Procurement Commissioner, in his/her sole discretion, may reject all bids, if deemed in the best interest of the City. In all cases where a Contract award is made by the Procurement Department, the bidder is bound by the terms and conditions of the Invitation and Bid upon the submission of its bid. All bids are valid for a period of not less than 60 days, or as otherwise specified in the Invitation and Bid. If the bid has not been awarded within the specified period of time, the bid shall be valid for subsequent award only upon the express consent of the bidder, with no change to the submitted bid. Any price increases/decreases expressly provided for in the Invitation and Bid will be allowed. All Contract awards shall be made by the Procurement Department upon written notice to the bidder that is determined by the Procurement Department to be the lowest responsive and responsible bidder.

11. QUANTITIES AWARDED. For requirements contracts only, the articles and quantities of such articles as set forth in the Invitation and Bid are estimates and the Procurement Commissioner, in his/her sole discretion, may make an award for all or some of the articles bid and in such quantities as the Procurement Commissioner shall deem appropriate. For firm limit contracts, it is the City's intent to award based upon the quantities set forth in the Invitation and Bid, but the City reserves the right to award more or less.

12. DELIVERY, PRICE INCREASES AND TIE BIDS. All articles must be delivered at the price(s) bid, FOB Destination. Bids containing reservations of the right to increase the price(s) bid, including, but not limited to, late payment charges, will not be considered, except where the Procurement Commissioner, in his/her sole discretion, finds it in the City's best interest to do so. In the event of an absolute tie, the award decision will be made in the best interests of the City as determined by the Procurement Commissioner.

CONTRACT EXECUTION AND CONFORMANCE

13. CONTRACTS. Awards of contracts in amounts less than or equal to \$30,000 shall become contracts binding upon the City upon written notice of award by the Procurement Commissioner. Awards of contracts in amounts greater than \$30,000 shall not become contracts binding upon the City until after written notice of award is made and until after all of the following conditions have been satisfied:

- a. Successful bidder posts sufficient performance security, as required in the Invitation and Bid, within the time specified in the written notice of award;
- b. Successful bidder posts a payment bond or other payment security, if and as required by the Invitation and Bid, within the time specified in the written notice of award;

TERMS AND CONDITIONS OF BIDDING AND CONTRACT

c. Approval of the Contract as to form by the City's Law Department;

d. Certification by the Director of Finance and City Controller as to the availability of funds; and

e. Execution of the Contract by the Procurement Commissioner.

The Procurement Commissioner may, in his/her sole discretion, cancel any Contract award if any of the above conditions (a-e) are not satisfied, or if the Procurement Commissioner, in his/her sole discretion, determines cancellation to be in the best interests of the City. The bidder agrees that in the event of such cancellation, it shall not have any claim against the City, including any claim for breach of contract or of any other legal duty, or for lost profits, costs, damages, or expenses of any kind.

14. PERFORMANCE SECURITY. The City of Philadelphia requires performance security for contracts greater than \$30,000. If the amount of the contract to be awarded is greater than \$30,000 but less than or equal to \$500,000, the successful bidder is required to participate in the City's Master Performance Security Program by paying to the City a non-refundable fee of \$5.00 per thousand dollars of the contract amount for firm limit contracts and \$4.00 per thousand dollars of the contract amount for requirements contracts, or as otherwise specified. If the amount of the contract to be awarded is in excess of \$500,000 the successful bidder is required to furnish an individual performance bond, issued by a surety approved by the City on a form prepared by the City's Law Department and in the amount specified in the notice of contract award. The successful bidder is also required to pay a bond preparation fee to the City's Law Department in an amount prescribed by Chapter 17-700 of The Philadelphia Code; a schedule of such fees may be obtained from the Procurement Department's Public Information Office.

15. INSURANCE. Unless otherwise specified, the successful bidder (referred to in this Section as "Contractor") shall, at its sole cost and expense, procure and maintain in full force and effect, during the entire period of the Contract (including any applicable warranty and/or renewal periods), the minimum types of insurance specified below. All insurance shall be procured from reputable insurers authorized to do business in the Commonwealth of Pennsylvania and shall be acceptable to the City. All insurance required herein shall be written on an "occurrence" basis and not a "claims-made" basis. The City of Philadelphia, its officers, employees, and agents are to be named as additional insured on all policies required hereunder, except the Workers' Compensation and Employers' Liability. Also, an endorsement is required stating that the coverage afforded these parties as additional insured will be primary to any other coverage available to them. The City's coverage as an additional insured shall be primary coverage. The insurance shall provide for at least thirty (30) days prior written notice to be given to the City in the event coverage is materially changed, canceled or non-renewed. Certificates of insurance evidencing the required coverages shall be submitted to the City within fifteen (15) days of notice of contract award. The City reserves the right to require the Contractor to furnish certified copies of the original

policies of all insurance required hereunder at any time upon fifteen (15) days prior written notice. The insurance requirements set forth herein are not intended and shall not be construed to modify, limit, or reduce the indemnifications made in this Contract by the Contractor to the City of to limit the Contractor's liability under this Contract to the limits of the policies of insurance required to be maintained by the Contractor hereunder.

(a) WORKERS COMPENSATION AND EMPLOYERS LIABILITY

(1) Workers' Compensation – Statutory limits

(2) Employers Liability - \$100,000 Each Accident – Bodily Injury by Accident; \$100,000 Each Employee – Bodily Injury by Disease; \$500,000 Policy Limit – Bodily Injury by Disease

(3) Other states insurance including Pennsylvania

(b) GENERAL LIABILITY INSURANCE

(1) Limit of Liability: \$1,000,000 per occurrence combined single limit for bodily injury (including death) and property damage liability.

(2) Coverage: Premises operation: Blanket Contractual liability; Personal Injury liability; Products and completed operations; Independent Contractors; Employees as additional insured; Cross liability; Broad form property damage (including loss of use) liability; Asbestos abatement liability coverage (Note: Required for asbestos abatement projects only).

(c) AUTOMOBILE LIABILITY

(1) Limit of Liability: \$1,000,000 per occurrence combined single limit for bodily injury (including death) and property damage liability.

(2) Coverage: owned, non-owned and hired vehicles.

16. INDEMNIFICATION. All bidders shall indemnify, defend and hold harmless the City, its officers, employees and agents from and against any and all losses, costs (including, but not limited to, litigation and settlement costs and counsel fees), claims, suits, actions, damages, liabilities and expenses, occasioned wholly or in part by the bidder's act or omission or fault or negligence or the act or omission or fault or negligence of bidder's agents, subcontractors (including suppliers), employees or servants in connection with the Contract, including, but not limited to, those acts or omissions or faults or negligence in connection with loss of life, bodily injury, personal injury, damage to property, contamination or adverse effects on the environment, the bidder's default under the Contract, losses incurred by the City's Master Performance Security Program, failure to pay subcontractors and suppliers and any infringement or violation of any proprietary right (including, but not limited to, patent, copyright, trademark, service mark and trade secret). This obligation to indemnify, defend and hold harmless the City, its officers, employees and agents shall survive the termination of the Contract resulting from the Invitation and Bid.

17. FAILURE TO EXECUTE CONTRACT. Any bidder not lawfully released from its bid, who refuses to execute a contract in accordance with its bid or who fails, refuses or is unable to furnish any required payment security, performance security or insurance, as may be required by the Invitation and Bid and/or these Terms and Conditions of Bidding and Contract, shall be liable for the entire amount of its bid security, as liquidated damages to the City; or if bid security is furnished under the Annual Master Bid Security

TERMS AND CONDITIONS OF BIDDING AND CONTRACT

Program, for 10% of the amount of its bid, as liquidated damages to the City; or where the damages are readily ascertainable by the City, for the actual loss, cost or damage incurred by the City as a result of its failure to execute the contract or to furnish such bonds, performance security or insurance.

18. ASSIGNMENT. The successful bidder shall not assign the Contract resulting from the Invitation and Bid, or any part of the Contract, or any right to any monies to be paid under the Contract, or delegate performance of the Contract, without obtaining the prior written consent of the Procurement Commissioner. The decision whether to consent to an assignment is within the Procurement Commissioner's sole discretion. In no case shall the Procurement Commissioner's consent to the assignment of any monies to be paid under the Contract relieve the bidder from faithful performance of any of its obligations under the Contract or change any of the terms and conditions of the Contract. Any purported assignment in violation of this provision shall be of no effect.

19. DEFAULT. All work performed and goods and services rendered by a successful bidder (referred to in this Section as "Contractor") under any Contract resulting from the Invitation and Bid shall strictly conform to these Terms and Conditions of Bidding and Contract and the specifications and requirements contained in the Invitation and Bid. The successful bidder shall comply with all applicable federal, state and local laws, statutes and ordinances and the regulations of all governmental departments, boards, agencies, and commissions. The following shall constitute events of default under any Contract resulting from the Invitation and Bid:

a. Failure by Contractor to comply with any provision or Section of the Contract, including the bid specifications contained in the Invitation and Bid and these Terms and Conditions of Bidding and Contract and/or failure by Contractor to comply with any federal, state and local law, statute, ordinance or regulation of any governmental department, board, agency and commission.

b. Falseness of any representation or warranty made in the Contract or other document(s) submitted to the City by Contractor in connection with the Invitation and Bid.

c. Failure by Contractor to pay its suppliers or subContractors, misappropriation of any funds provided under the Contract or failure to notify City upon discovery of any misappropriation.

d. A violation of law by Contractor which results in its making a guilty plea, a plea of nolo contendere, or conviction of a criminal offense by Contractor, its directors, employees, or agent or indictment or charges, in the sole judgment of the Procurement Commissioner, adversely affect the performance of the Contract.

e. Failure by Contractor to comply with the Mayoral Executive Order establishing the City's antidiscrimination policy relating to the participation of minority, woman and disabled owned disadvantaged business enterprises.

f. The Procurement Department's determination that the Contractor is not a responsible bidder on the

Invitation and Bid, where such determination is made, and is based upon, information received after award of the Contract and/or after execution of the Contract by the Procurement Commissioner and/or after satisfaction of any or all other conditions of a binding Contract set forth in Section 2 above.

g. Any other act or omission identified in these Terms and Conditions of Bidding and Contract or elsewhere in the Invitation and Bid as an event or condition constituting default.

Upon the occurrence of an event of default, the Procurement Commissioner, in his/her sole discretion, may require Contractor to cure the default within a period of time to be determined by the Procurement Commissioner, or terminate the Contract in whole or in part and exercise any one or more of the following remedies (which remedies may be concurrent and shall be in addition to and not in lieu of the remedies available to the City at law, in equity, under any bond(s) filed in connection with the contract or under other sections of these Terms and Conditions of Bidding and Contract and Contract):

a. Purchase goods and/or services from others in substitution of goods or services that were not furnished or performed by Contractor or that were defective or otherwise in violation of any provision of the Contract; the cost of such substituted goods and services shall be the sole responsibility of Contractor and Contractor agrees to pay immediately, upon receipt of the City's invoice, the difference between the Contract price and the substituted product or service cost, plus any other loss, cost or damages incurred by the City.

b. Appropriate to the payment of the difference between the Contract price and the cost of such substitute goods or services, and the amount of any other loss, cost or damage incurred by the City as a result of the default, any monies which may then be due and payable to Contractor under this Contract or any other Contract that Contractor then has with the City.

The City shall notify Contractor in writing of such termination, which shall be effective as of the date specified in the notice of termination (the "Termination Date"). The Procurement Commissioner may, in his/her sole discretion, require Contractor to continue to furnish all goods and perform all services required under the Contract until the Termination Date, in which case, subject to the remedies enumerated above, the successful bidder shall be paid in accordance with the Contract therefore. If the City requires Contractor to cure the event(s) of default, or to continue to furnish goods or services until the Termination Date, and Contractor refuses or fails to do so, then such failure shall itself be deemed an event of default under this Section, for which the City may exercise any of its rights hereunder.

20. PAYMENT FOR EQUIPMENT. Unless otherwise provided in the bid specifications, when equipment involves installation, (which shall also be interpreted to mean erection and/or setting up or placing in position for service or use) and/or testing, and where such installation or testing is delayed though no fault of the contractor, contractor shall be entitled to a payment equal to 50% of the price bid when such equipment is delivered on site and to a further payment equal to an additional 25% of the price bid when the equipment is

TERMS AND CONDITIONS OF BIDDING AND CONTRACT

installed and ready for test. The balance shall be paid only after the equipment is tested and found to be satisfactory by the City. If the equipment must be tested, but installation is not required to be made by the supplier or if the equipment must be installed but testing is not required, and the installation or testing is delayed through no fault of the contractor, contractor shall be entitled to a payment equal to 75% of the price bid at the time of delivery and the balance shall be paid after satisfactory testing and/or installation, as required.

TAX MATTERS

21. TAX EXEMPTION. The City of Philadelphia is exempt from the payment of any federal excise or transportation taxes and any Pennsylvania sales tax. The price bid must be net, exclusive of taxes. However, when under established trade practice any federal excise tax is included in list prices, bidder may quote the list price and shall show separately the amount of the federal tax, either as a flat sum or as a percentage of the list price, which shall be deducted by the City. In the event bidder pays any sales or use tax, bidder hereby assigns to City, or City's agent, all of its rights, title and interest in any sales or use tax which may be refunded as a result of the purchase of any articles furnished in connection with the Contract and bidder, unless directed by the City, shall not file a claim for any sales or use tax refund subject to this assignment. Bidder authorizes the City, in City's name or the name of bidder, to file a claim for refund of any sales or use tax subject to this assignment.

22. TAX INDEBTEDNESS. The City of Philadelphia does not wish to do business with tax delinquents or other businesses indebted to the City. In furtherance of this policy, the following certifications have been developed and shall form a part of any Contract resulting from the Invitation and Bid. The successful bidder or other entity Contracting with the City is referred to below as the "Contractor".

a. Contractor's Certification of Non-Indebtedness - Contractor hereby certifies and represents that Contractor and Contractor's parent company(ies) and subsidiary(ies) are not currently indebted to the City of Philadelphia (the "City") and will not at any time during the term of this Contract (including any extensions or renewals thereof) be indebted to the City, for or on account of any delinquent taxes (including, but not limited to, taxes collected by the City on behalf of the School District), liens, judgments, fees or other debts for which no written agreement or payment plan satisfactory to the City has been established. In addition to any other rights or remedies available to the City at law or in equity, Contractor acknowledges that any breach or failure to conform to this certification may, at the option of the City, result in the withholding of payments otherwise due to Contractor and, if such breach or failure is not resolved to the City's satisfaction within a reasonable time frame specified by the City in writing, may result in the offset of any such indebtedness against said payments and/or the termination of this Contract for default (in which case Contractor shall be liable for all costs, losses and other damages resulting from the termination).

b. Subcontractor's Certification of Non-Indebtedness - Contractor shall require all subcontractors performing work in connection with this Contract ("subcontractor"

shall also include suppliers providing goods or materials) to be bound by the following provision, and Contractor shall cooperate fully with the City in exercising the rights and remedies described below or otherwise available at law or in equity:

"Subcontractor hereby certifies and represents that subcontractor and subcontractor's parent company(ies) and subsidiary(ies) are not currently indebted to the City of Philadelphia ("City"). and will not at any time during the term of Contractor's Contract with the City (the "Contract"), including any extensions or renewals thereof, be indebted to the City, for or on account of any delinquent taxes (including, but not limited to, taxes collected by the City on behalf of the School District of Philadelphia), liens, judgments, fees or other debts for which no written agreement or payment plan satisfactory to the City has been established. In addition to any other rights or remedies available at law or in equity, subcontractor acknowledges that any breach or failure to conform to this certification may, at the option of the City, result in the withholding of payments otherwise due to subcontractor for services rendered in connection with the Contract and, if such breach or failure is not resolved to the City's satisfaction within a reasonable time frame specified by the City in writing, may result in the offset of any such indebtedness against said payments otherwise due to subcontractor and/or the termination of subcontractor for default (in which case subcontractor shall be liable for all costs, losses and other damages resulting from the termination)."

23. TAX REQUIREMENTS. Any person or entity who bids on and/or is awarded a contract by the City and/or School District of Philadelphia, is subject to Philadelphia's business tax ordinances and regulations. The City Solicitor has determined that anyone who is awarded a contract by the City and/or School District pursuant to a bid has entered into a contract within the City, and the subsequent delivery of goods into the City or performance of services within the City constitutes doing business in the City and subjects the successful bidder, including but not limited to, one or more of the following taxes:

- a. Business Privilege Tax
- b. Net Profits Tax
- c. City Wage Tax

The successful bidder, if not already paying the aforesaid taxes, is required to apply to the Department of Revenue, 1401 John F. Kennedy Blvd., Public Service Concourse, Municipal Services Building, Philadelphia, PA 19102 for a tax identification number and to file appropriate business tax returns as provided by law. Questions should be directed to the Business and Earnings Tax Unit at (215) 686-6600.

GENERAL INFORMATION

24. COMPLIANCE WITH LAWS. All goods and services and all documents and other materials furnished under the Contract shall conform with all applicable federal, state and local laws, statutes and ordinances and the applicable rules, regulations, methods and procedures of all governmental boards, bureaus, offices, commissions and other agencies. Contractor shall maintain during the term of the Contract all licenses, and authorizations required by

TERMS AND CONDITIONS OF BIDDING AND CONTRACT

any applicable federal, state or local law or regulation. Applicable law shall include, without limitation, the laws stated in paragraphs 25 through 29 herein.

25. NONDISCRIMINATION.

a. Any Contract awarded pursuant to the Invitation and Bid is entered into under the terms of the Philadelphia Home Rule Charter and in its performance, Contractor shall not discriminate nor permit discrimination against any person because of race, color, religion, national origin, or sex. Such discrimination shall constitute an event of default under this Contract entitling City to terminate this Contract forthwith. This right of termination shall be in addition to any other rights or remedies as provided herein in Section 19 or otherwise available to the City at law or in equity.

b. In accordance with Chapter 17-400 of The Philadelphia Code, Contractor agrees that its payment or reimbursement of membership fees or other expenses associated with participation by its employees in an exclusionary private organization, insofar as such participation confers an employment advantage or constitutes or results in discrimination with regard to hiring, tenure of employment, promotions, terms, privileges or conditions of employment, on the basis of race, color, sex, sexual orientation, gender identity, religion, national origin or ancestry, shall constitute an event of default under this Contract and shall entitle the City to all rights and remedies as provided herein in Section 19 or otherwise available to the City at law or in equity. Contractor agrees to include the immediately preceding sentence, with appropriate adjustments for the identity of the parties, in all subcontracts which are entered into pursuant to this Contract. Contractor further agrees to cooperate with the Commission on Human Relations of the City of Philadelphia in any manner which the said Commission deems reasonable and necessary for the Commission to carry out its responsibilities under Chapter 17-400 of The Philadelphia Code. Failure to so cooperate shall constitute an event of default under this Contract entitling the City to all rights and remedies as provided herein in Section 19 or otherwise available to the City at law or in equity.

26. ETHICS REQUIREMENTS. To preserve the integrity of City employees and maintain public confidence in the competitive bidding system, the City intends to vigorously enforce the various ethics laws as they relate to City employees in the bidding and execution of City contracts. Such laws are in three categories:

a. Gifts. Executive Order No. 02-04 prohibits City employees from soliciting or accepting anything of value from any person or entity seeking to initiate or maintain a business relationship with the City of Philadelphia, its departments, boards, commissions, and agencies. Bidder understands and agrees that if it offers anything of value to a City official or employee under circumstances where the receipt of such item would violate the provisions of this Executive Order shall be subject to sanctions with respect to future City Contracts. Such sanctions may range from disqualification from participation in a particular Contract to debarment, depending on the nature of the violation. All bidders, agents or intermediaries who are solicited for gifts or gratuities by City employees are urged to report these incidents to the Inspector

General, Aramark Tower, Third Floor, 1101 Market Street, Philadelphia, PA 19107.

b. City Employee Interest in City Contracts. In accordance with Section 10-1112 of The Philadelphia Home Rule Charter, no bid shall be accepted from, or Contract awarded to, any City employee or official, or any firm in which a City employee or official has a direct or indirect financial interest. All bidders are required to disclose any current City employees or officials who are employees or officials of the bidder's firm, or who otherwise would have a financial interest in the Contract.

c. Conflict of Interest. Both the State Ethics Act and the City Ethics Code prohibit a public employee from using his/her public office or any confidential information gained thereby to obtain financial gain for himself/herself a member of his/her immediate family, or a business with which he/she or a member of his/her immediate family is associated. "Use of public office" is avoided by the employee or official publicly disclosing the conflict and disqualifying himself/herself from official action in the matter, as provided in The Philadelphia Code Section 20-608.

27. NORTHERN IRELAND. Section 17-104(2)(b) of The Philadelphia Code prohibits the City from accepting bids from companies that do business in Northern Ireland, unless that business has implemented the fair employment principles embodied in the MacBride Principles. In furtherance of this ordinance, bidder makes the following certification and representations:

a. In accordance with Section 17-104 of the Philadelphia Code, bidder by execution of its bid certifies and represents that (i) bidder (including any parent company, subsidiary, exclusive distributor, or company affiliated with Bidder) does not have, and will not have at any time during the term of any Contract resulting from this bid (including any extensions thereof), any investments, licenses, franchises, management agreements or operations in Northern Ireland, and (ii) no product to be provided to the City under any resulting Contract will originate in Northern Ireland, unless Bidder has implemented the fair employment principles embodied in the MacBride Principles.

b. In the performance of any Contract resulting from this bid, Bidder agrees that it will not utilize any suppliers or subcontractors at any tier (i) who have (or whose parent subsidiary, exclusive distributor of company affiliate have) any investments, licenses, franchises, management agreements or operations in Northern Ireland or (ii) who will provide products originating in Northern Ireland unless said supplier or subcontractor has implemented the fair employment principles embodied in the MacBride Principles. Bidder further agrees to include provisions with this subparagraph (b), with appropriate adjustments for the identity of the parties, in all subcontracts and supply agreements which are entered into in connection with the performance of any resulting Contract.

TERMS AND CONDITIONS OF BIDDING AND CONTRACT

c. Bidder agrees to cooperate with the City's Director of Finance in any manner which the said Director deems reasonable and necessary to carry out the Director's responsibilities under Section 17-104 of The Philadelphia Code. Bidder expressly understands and agrees that any false certification or representation in connection with this subparagraph (c) and/or any failure to comply with the provisions of this subparagraph (c) shall constitute a substantial breach of any Contract resulting from the Invitation and Bid entitling the City to all rights and remedies provided in this bid or otherwise available in law (including, but not limited to, Section 17-104 of the Philadelphia Code) or at equity. In addition, it is understood that false certification or representation is subject to prosecution under IS Pa.C.S. Section 4904.

28. BUSINESS, CORPORATE AND SLAVERY ERA INSURANCE DISCLOSURE. In accordance with Section 17-104 of The Philadelphia Code, the successful bidder, after award of the Contract, will complete an affidavit certifying and representing that the bidder (including any parent company, subsidiary, exclusive distributor or company affiliated with bidder) has searched any and all records of the bidder or any predecessor business entity regarding records of investments or profits from slavery or slaveholder insurance policies during the slavery era. The names of any slaves or slaveholders described in those records must be disclosed in the affidavit.

The bidder expressly understands and agrees that any false certification or representation in connection with this Paragraph and/or any failure to comply with the provisions of this Paragraph shall constitute a substantial breach of this Contract entitling the City to all rights and remedies provided in this Contract or otherwise available in law (including, but not limited to, Section 17-104 of The Philadelphia Code) or equity and the Contract will be deemed voidable. In addition, it is understood that false certification or representation is subject to prosecution under Title 18 Pa.C.S.A. Section 4904.

29. PHILADELPHIA 21ST CENTURY MINIMUM WAGE STANDARD. If Contractor is an Employer, as defined in Philadelphia Code Section 17-1302(5) and 17-1303, Contractor shall comply with the minimum compensation standards by providing to those employees an hourly wage, excluding benefits, at least 150 percent of the federal minimum wage, and health benefits to each full-time, non-temporary, non-seasonal covered Employee, as more fully set forth at Philadelphia Code Chapter 17-1300. By submission of its Bid, Contractor so acknowledges and certifies its compliance with Chapter 17-1300 and shall promptly provide to the City, at its request, all documents and information further verifying its compliance with the requirements of this Chapter. Furthermore, Contractor shall notify each affected employee what wages are required to be paid.

The Office of Labor Standards may grant a partial or total waiver of Chapter 17-1300 based on specific stipulated reasons elaborated in Section 17-1304.

**TERMS AND CONDITIONS OF BIDDING AND CONTRACT
SIGNING OF BIDS**

This contract consists of the Invitation and Bid (including exhibits and attachments), any addenda thereto issued by the City and the foregoing Terms and Conditions of Bidding and Contract (collectively, the "contract") and contains all the terms, conditions and requirements agreed upon by the parties. The terms "contract" and "agreement," whether capitalized or uncapitalized, shall have the foregoing meaning wherever they are used in the invitation and Bid, addenda thereto, the Terms and Conditions of Bidding and Contract, and this page. No other contract or agreement, oral or otherwise, regarding the subject matter of the contract shall be deemed to exist or to bind any party hereto or to vary any of the terms contained in the contract.

This contract may not be changed, amended or renewed, in whole or in part, except by a written amendment signed by the parties. No waiver by the City of any breach or noncompliance by the undersigned with any provision of this contract shall relieve the undersigned of any of its obligations or representations made under this contract.

This contract and all disputes arising under this contract shall be governed, construed and decided in accordance with the laws of the Commonwealth of Pennsylvania. The parties agree that any lawsuit, action, claim or legal proceeding involving, directly or indirectly, any matter arising out of or related to this contract or the relationship created or evidenced thereby, shall be brought exclusively in the United States District Court for the Eastern District of Pennsylvania or the Court of Common Pleas of Philadelphia County. It is the express intent of the parties that jurisdiction over any lawsuit, action, claim, or legal proceeding shall lie exclusively in either of these two forums. The parties further agree not to raise any objection to any lawsuit, action, claim or legal proceeding which is brought in either of these two forums and the parties expressly consent to the jurisdiction and venue of these two forums. The parties further agree that service of original process in any such lawsuit, action, claim or legal proceeding may be duly affected by mailing a copy thereof, by certified mail, postage prepaid to the addresses specified in the Invitation and Bid and/or this page.

NOTE: ANY BID THAT IS NOT EXECUTED IN ACCORDANCE WITH THE INSTRUCTIONS PROVIDED BELOW OR THAT DOES NOT INCLUDE STREET ADDRESS, CITY, STATE AND PHONE NUMBER, MAY, IN THE SOLE DISCRETION OF THE PROCUREMENT COMMISSIONER, BE REJECTED.

SIGNING OF BIDS:

If bid is by an **INDIVIDUAL** or a **PARTNERSHIP**, or if the bid does not exceed \$30,000, date and sign the bid here, with the original signatures, in ink.

This _____ day of _____ 20

(Signature of Owner, Partner)

(Type or Print Name and Title)

(Business Name of Bidder)

(Address, including Zip Code)

(Telephone Number, including Area Code)

If the bid is a **CORPORATION**, date and sign the bid here with original signatures, in ink, by (a) President or Vice President of the Corporation AND (b) Secretary, Assistant Secretary, Treasurer or Assistant Treasurer of the Corporation; and (c) affix the seal of the Corporation. If the form is not signed by the President or a Vice President and Secretary, Assistant Secretary, Treasurer or Assistant Treasurer, attach a duly certified corporate resolution authorizing the person signing in place of such officers to execute this bid for the corporation.

This _____ day of _____ 20

CORPORATE SEAL

(Corporate or Business Name of Bidder)

(Address, including Zip Code)

(Telephone Number, including Area Code)

(Signature of President or Vice President)

(Signature of Secy., Asst. Secy., Treas. or Asst. Treas.)

(Type or Print Name and Title)

(Type or Print Name and Title)

APPROVED AS TO FORM

CONTRACT EXECUTION

(Assistant City Solicitor)

(Procurement Commissioner)