BID OPENING DATE AND TIME

ON: February 27, 2013 **AT: 10:30 A.M.**

BID NO.	PAGE	INVITATION AND BID ADVERTISED	BIDDER MUST COMPLETE BELOW
S3Z59680	1 OF 64		BIDDER AGREES TO COMPLY WITH ALL CONDITIONS OF THIS BID. UNSIGNED BIDS WILL NOT BE ACCEPTED.

This Invitation to Bid with your quotations must be received prior to the above cited bid opening date and time.

DEPARTMENT: **VARIOUS** DIVISION: **VARIOUS**

AWARDED

DATE

FOR THE PROCUREMENT COMMISSIONER

BIDS MUST BE RETURNED TO

CITY OF PHILADELPHIA
PROCUREMENT DEPARTMENT
MUNICIPAL SERVICES BLDG.
1401 JFK BLVD, ROOM 170A
PHILADELPHIA, PA 19102-1685

NAME AND ADDRESS OF FIRM

Federal EIN/Social Security Number

BUYER : D. Isaac
S. Justice

TITLE OF: ELEVATOR/ESCALATOR MAINTENANCE AND REPAIR SERVICES FOR THE DEPARTMENT OF PUBLIC PROPERTY (VARIOUS LOCATIONS)

Commerce Department-Office of Economic Development (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.

Participation Ranges

M-BE: **GOOD FAITH EFFORTS**

W-BE: **GOOD FAITH EFFORTS**

DS-BE: **GOOD FAITH EFFORTS**

Any and all questions about Executive Order 02-05 and bidder compliance should be directed to the Commerce Department Office of Economic Opportunity (OEO) office at (215) 683- 2000.

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	
	☐ YES	☐ NO	AMOUNT	CHECK NUMBER

CITY OF PHILADELPHIA
OFFICE OF ECONOMIC OPPORTUNITY
ANTIDISCRIMINATION POLICY- MINORITY, WOMAN AND DISABLED OWNED BUSINESS ENTERPRISES
FORMS, INSTRUCTIONS AND SPECIAL CONTRACT PROVISIONS
(SEALED BID CONTRACTS)

Under the authority of Executive Orders No. 02-05, as reauthorized, and 14-08, the City of Philadelphia has established an antidiscrimination policy ("Policy") relating to the participation of Minority (MBE), Woman (WBE) and Disabled (DSBE) Owned Business Enterprises in City contracts. Executive Order 14-08 disestablished the Minority Business Enterprise Council and transferred its administrative functions under Executive Order 02-05 to the Office of Economic Opportunity ("OEO").

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 Policy is applicable to this Invitation and Bid (hereinafter, "Bid") .

The Office of Economic Opportunity has approved the following projected ranges of participation for this Bid which serve as a guide in determining each bidder's responsibility:

MBE: GOOD FAITH EFFORTS

WBE: GOOD FAITH EFFORTS

DSBE: GOOD FAITH EFFORTS

These ranges represent the percentage of MBE, WBE, DBE[1] 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. 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. Bidder also acknowledges that if it is awarded a contract resulting from this Invitation and Bid, it is a felony in the third degree under 18 Pa.C.S. Section 4107.2(a)(4) if, in the course of this contract,

[1] "DBE" or "Disadvantaged Business Enterprise" means a socially and economically disadvantaged minority or woman owned business that is certified under 49 C.F.R. Part 26. If Bidder makes solicitation(s) and commitment(s) with a DBE, Bidder shall indicate which category, MBE or WBE, is submitted for credit.

it fraudulently obtains public moneys reserved for or allocated or available to minority business enterprises or women's business enterprises.

A. M/W/DSBE PARTICIPATION

1. MBE, WBE, DBE and DSBE shall refer to certified businesses so recognized by the City of Philadelphia through its OEO. Only the work or supply effort of firms that are certified as M/W/DSBEs by an OEO approved certifying agency[2] at the time of bid opening will be eligible to receive credit towards the participation ranges. In order to be counted, certified firms must successfully complete and submit to the OEO an application to be included in the OEO Registry which is a list of registered M/W/DSBEs maintained by the OEO and available online at www.phila.gov/oeo/directory.

If bidder or bidder's subcontractor(s) is certified by an approved certifying agency, a copy of that certification should be furnished with the bid.

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), 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; M/W/DSBE subcontractors must perform at least twenty percent (20%) 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. 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. For example, a Bidder using an M/W/DSBE non-stocking supplier (i.e., a firm that does not manufacture or warehouse the materials or equipment of the general character described by the Bid specifications and required under the contract) to furnish equipment or materials will only receive credit towards the participation ranges for the fees or commissions charged, not the entire value of the equipment or materials furnished.

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 Bid. In addition, the participation of an M/W/DSBE partner, as part of a joint venture created for this bid, may be credited

[2] A list of "OEO approved certifying agencies" can be found at www.phila.gov/oeo

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 identified in the OEO Registry prior to contract award;
- 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 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. 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. 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 in the event of an inconsistency or ambiguity in the Solicitation For Participation and Commitment Form.

B. RESPONSIVENESS

1. A Bid responsive to the Policy is one 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.

2. Bidders must submit documentary evidence of MBEs, WBEs and DSBEs who have been solicited and with whom commitments have been made in response to the participation ranges included in this 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 therefrom) as well as all commitments made on the enclosed document entitled "Solicitation For Participation and Commitment Form". Bidders should only make actual solicitations of M/W/DSBEs whose work or materials are within the scope of this 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/subproposals. The bidder's listing of a commitment with an 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 is also required to submit along with the Solicitation For Participation and Commitment Form, a document entitled "Joint Venture Eligibility Information Form," available at OEO, for the City's review and approval of the joint venture arrangement.

3. If Bidder does not fully meet each of the range(s) for participation established for this Bid, Bidder must explain 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:

• Provide reasons for not committing with any M/W/DSBEs that submitted a quote/subproposal, regardless of whether the quote/subproposal was solicited by Bidder.

• Provide list of all certifying directories used to solicit participation for this Bid.

• 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).

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 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 plans and requirements of the contract

and given adequate amount of time to prepare a quote/subcontract 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 or solicited M/W/DSBEs at any pre-bid meetings.

• 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 or prompt payment practices.

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 awarding City Department.

▪ If the bid is determined nonresponsive by the OEO, the applicant 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 Chief Operating Officer of the Commerce Department 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 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. 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 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 Orders 2-05 and 14-08 or by reason of any contract resulting from the 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, the OEO may recommend to the Procurement Commissioner 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.

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, such as quotations, and information from any Bidder, subcontractor, supplier, manufacturer or contract participant that may be required in order to ascertain a Bidder's responsiveness and responsibility.

2. Failure to cooperate with the OEO in its review may result in a recommendation to terminate the contract.

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 Orders 2-05 and 14-08, 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 City 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/Debar the Successful Bidder from proposing/bidding 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 Bid nor shall it give rise to actions by any third parties including identified M/W/DSBE subcontractors.

ANTIDISCRIMINATION POLICY SOLICITATION FOR PARTICIPATION AND COMMITMENT FORM

Minority (MBE), Woman (WBE), Disabled (DSBE) and Disadvantaged (DBE) Business Enterprises [1]

DEPARTMENT OF COMMERCE

OFFICE OF ECONOMIC OPPORTUNITY (OEO)

Bid Number or Proposal Title:	*Name of Bidder/Proposer:*	*Bid/RFP Opening Date:*

List below ALL MBE/WBE/DBE/DSBEs that were solicited regardless of whether a commitment resulted therefrom. - Photocopy this form as necessary.

☐ MBE ☐ WBE ☐ DSBE ☐ M-DBE ☐ W-DBE	Work or Supply Effort 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 Number		YES[2]	NO	Dollar Amount $		
Email Address				Percent of Total Bid/RFP %		
OEO REGISTRY # / CERTIFYING AGENCY						

☐ MBE ☐ WBE ☐ DSBE ☐ M-DBE ☐ W-DBE	Work or Supply Effort 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 Number		YES[2]	NO	Dollar Amount $		
Email Address				Percent of Total Bid/RFP %		
OEO REGISTRY # / CERTIFYING AGENCY						

☐ MBE ☐ WBE ☐ DSBE ☐ M-DBE ☐ W-DBE	Work or Supply Effort 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 Number		YES[2]	NO	Dollar Amount $		
Email Address				Percent of Total Bid/RFP %		
OEO REGISTRY # / CERTIFYING AGENCY						

1. If Bidder/Proposer makes solicitation(s) and commitment(s) with a DBE, Bidder/Proposer shall indicate which class type, M-DBE or W-DBE, is submitted for credit.
2. Attach all quotations to this form.

SECTION 1: GENERAL BID SUBMISSION

1.1 **TITLE: ELEVATOR/ESCALATOR MAINTENANCE AND REPAIR SERVICES FOR THE DEPARTMENT OF PUBLIC PROPERTY (VARIOUS LOCATIONS)**

1.2 **SCHEDULE NO: 402-08**

1.3 **CONTRACT TERM**: 04/01/2013 to 03/31/2014 ("Initial Term"), with an option to renew for up to two (2) additional one (1) year periods plus three (3) months, ("the Renewal Term") exercisable, at the City's sole discretion, as of the expiration of the Initial Term or the 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**

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 Maintenance and Repair Services** for the Department of Public Property (Various Locations) as specified herein during the contract period.

1.7 **BID SECURITY**

1.7.1 For the purposes of this Invitation and Bid, Paragraph 2 of the "Terms and Conditions of Bidding and Contract" is deleted. Instead, vendor(s) shall submit a bid bond executed on the City's forms (Reference is made to Attachment A) in an amount of 10% of the combined Total for the Bid. A bid which is not accompanied by this required security will be rejected.

1.8 **BID INFORMATION**:

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**
Each prospective Bidder is encouraged to schedule himself/herself to examine in detail the sites of the work to be done, and become thoroughly familiar with all conditions affecting the work of this Contract. If desired, the prospective Bidder shall take his/her own measurements for which he/she will be held responsible. Contact Debbie McKee at (215) 686-4563 to make arrangements to inspect the sites.

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:**
Bidder **MUST** submit with their bid a non-refundable check or money order payable to the City of Philadelphia in an amount based upon the total which they are submitting their bid as specified in Paragraph 3 of the "Terms and Conditions of Bidding and Contract." Failure to submit the bid processing fee may result in disqualification from bidding.

1.9.7 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."

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.

1.9.8 **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 after the scheduled Non-Mandatory Pre-Bid Meeting Date referenced in paragraph 1.12 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.

1.9.9 **BIDDER QUALIFICATION AND BID SUBMISSION**:

1.9.9.1 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 paragraph 1.10 through 1.10.4.7.

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, Terms and Conditions, Any Addendums, Bid Bond (Attachment A) and Bid Processing Fee as requested in Paragraph 1.11.

1.9.9.2 Qualifications and bid information must be submitted to the City's Procurement Department no later than the time and date stated for bid. Only Company names shall be read if requested on the date and time of bid submission.

1.9.9.3 Qualifications and bid must be complete and should include all information required and as described in **Section 1.10 through 1.10.4.7 and 1.11** of this bid. Incomplete submission may result in bidder's disqualification for reasons of non-responsiveness.

1.9.9.4 All bid pricing must be completed on the forms provided, and be in ink or typed.

1.9.9.5 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.

1.9.10 **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:_____

POST-AWARD:
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_____

1.10 BIDDER QUALIFICATION:

The 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 1.10, 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.

1.10.1 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 1.10.2

3) Capabilities & References per Section 1.10.3

4) Financial per Section 1.10.4

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.

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."

1.10.2 **General Information:**

1.10.2.1 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.

1.10.2.2 The bidder must demonstrate a minimum of Five (5) 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.

1.10.2.3 Bidder shall include copies of relevant permits and licenses required for elevator, escalator and dumbwaiter maintenance and repair services.

1.10.2.4 The bidder shall have in their direct employment, the necessary personnel and proper facilities located within a Twenty-five (25) mile radius of the City to properly fulfill all services required under this Invitation and Bid.

1.10.2.5 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 (3) equivalent or large installations to which they have provided such service and contract.

1.10.2.6 **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.

1.10.2.7 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.

1.10.2.8 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 of this Invitation and Bid and Procurement Department Specification 26-E-9g:13.

1.10.2.9 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 of this Invitation and Bid and Procurement Specification 26-E-9g:13.

1.10.2.9.1 Staffing levels and equipment to be utilized to fulfill the requirements specified herein. Identify vendor's management team, its support team, their background and experience.

1.10.2.9.2 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).

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

1.10.2.9.4 A technical plan containing a detailed description of how the required services, as described in Sections 2 and 5 of this Invitation and Bid and Procurement Specification 26-E-9g:13, shall be provided by the Vendor.

1.10.3 Capabilities and References

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

1.10.3.2 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.

1.10.3.2 Provide a minimum of three (3) contract references that your firm has provided Elevator, Escalator and Dumbwaiter Maintenance and Repair Services for within 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.

1.10.4 **Financial Information**

1.10.4.1 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.

1.10.4.2 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.

1.10.4.3 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.

1.10.4.4 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.

1.10.4.5 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.

1.10.4.6 List any performance bonds that were called the last five (5) years due to unsuccessful completion of the contract.

1.10.4.7 State whether your company, subsidiaries or affiliated organizations are delinquent in payment of any debts or obligations to the City ofPhiladelphia or its related agencies.

1.11 **BID DOCUMENT PACKAGE**

This package must be identified as Bid Documents and show **Bid No. S3Z59680** along with the Package Bid submittal date and name of the firm. This package must contain the fully executed bid documents, pricing pages, Terms and Conditions, any addendums, Bid Bond (Attachment A) 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.

1.12 A NON-MANDATORY PRE-BID MEETING for all interested parties will be held on Wednesday, February 13, 2013 at 12:00 PM, in Room 170A, Bid Room, Municipal Services Building, 1401 JFK Blvd. Philadelphia, PA 19102.

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 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.

SECTION 2: SPECIFICATIONS

2.1 The Maintenance services requested herein are to be performed in accordance with the Procurement Department Specification 26-E-9g:13.

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

2.1.2 There are no exceptions to this specification.

2.2 General Description of Technical Specifications

2.2.1 **Definitions:**

Changed Conditions: Conditions which require material and/or labor beyond that required under the basic Contract requirements, and for which City Project Manager approval and formal change order are required.

City Project Manager: City of Philadelphia Facilities Management Director, or his/her designated representative. Also referred to as the City's Contract Manager.

Emergency GM/PM Work (EGM/PM) included in the basic services:
Providing material and labor to complete GM/PM on an on-call basis, seven (7) days per week, 24 hours per day within 1 hour of contact by the City Project Manager.

Emergency Repair Work (ERW) not included in the basic services:
Providing material and labor to complete maintenance and repair (M&R) (which M&R has not resulted from this Contractor's failure to perform as described in Paragraph 1.09 of Specification 26-E-9g:13), on an emergency basis, as additional work, under the "Changed Conditions" terms of this Contract.

General Maintenance (GM) included in the basic services:
Material and labor required for, and/or the physical act of cleaning, surface care, space care, paint touch-up, removal of trash, debris, and waste accumulating as a result of Vertical Transportation systems use/operation, and/or as the result of the work of this Contract, thereby leaving the premises neat and clean after each work task (PM, M&R, RIW).

Maintenance and Repair (M&R) included in the basic services:
Material and labor required for, and, or the physical act of removal, repair and replacement of failed systems equipment of the Vertical Transportation systems.

Negotiated Price Work (NPW) not included in the basic services:
Providing material and labor to complete M&R (which M&R has not resulted from this Contractors failure to perform as described in Paragraph 1.09 of Specification 26-E-9g:13), as additional work on a pre-approved basis, under the "Changed Conditions" terms of this Contract.

Preventive Maintenance (PM) included in the basic services:
Material and labor required for, and/or the physical work expended in performing equipment maintenance and repairs, prior to failure. The goal of preventive maintenance is to minimize equipment failures. Included is any work necessary for: the continued operating or upkeep of Vertical Transportation systems, including incorporation of factory directed modifications. The PM work includes maintaining all Vertical Transportation systems, equipment and components at a level (fair wear and tear excluded), to assure that the facilities are operated in an efficient, and economical manner.

Readiness to Serve:
The maintained ability of the Contractor awarded this Contract to provide all required material and labor required to provide ERW, on-call, 24 hours per day, seven (7) days per week, all year around, with one (1) hour response time from contact by the City Project Manager.

Regular Inspection Work (RIW) included in the basic services:
Determine the status of the Vertical Transportation system check points (system, equipment, component), record observations/recommendations, and take appropriate, prudent action to eliminate any deficiencies found. If additional calibration adjustment GM, PM or ERW is found to be required as a result of the RIW, that work shall be accomplished, or scheduled for future action.

2.2.2 List and description of systems included in the Contract.

2.2.2.1 City Hall

2.2.2.1.1 Philadelphia City Hall North-East Elevators No. 1, 2, 3 and 4.

Manufacturer:	Haughton
Max. Load:	2,000 lbs.
Type:	Passenger, traction gearless
Stops/Openings:	7/7
Controller:	Electro-mechanical
Speed:	700 fpm
Motor:	20 HP; 215 VAC
Doors:	2-speed, right
Door safety:	Photoelectric
Car controls:	Illuminated pushbuttons
Hall controls:	Illuminated pushbuttons; lanterns
Fireman service:	Yes
Telephone:	Yes

2.2.2.1.2 Philadelphia City Hall North-East Elevator No. 5.

Manufacturer:	Elevator Systems
Max. Load:	4,000 lbs.
Type:	Freight, traction geared
Stops/Openings:	8/8
Controller:	Electro-mechanical
Speed:	250 fpm
Motor:	30 HP; 215 VAC
Doors:	2-speed, right
Door safety:	Photoelectric
Car controls:	Pushbuttons
Hall controls:	Pushbuttons
Fireman service:	Yes
Telephone:	Yes

2.2.2.1.3 Philadelphia City Hall South-East Elevators No. 6, 7 and 8.

Manufacturer:	Haughton
Max. Load:	3,000 lbs.
Type:	Passenger, traction gearless
Stops/Openings:	7/7
Controller:	Electro-mechanical
Speed:	700 fpm
Motor:	30 HP; 215 VAC
Doors:	Center opening
Door safety:	Microscan - No. 8 Safety edge - No. 6 and 7
Car controls:	Illuminated pushbuttons
Hall controls:	Illuminated pushbuttons; lanterns
Fireman service:	Yes
Telephone:	Yes

2.2.2.1.4 Philadelphia City Hall South-West Elevators No.10, 11 and 12.

Manufacturer:	Otis
Max. Load:	3,000 lbs.
Type:	Passenger, traction gearless
Stops/Openings:	7/7
Controller:	Electro-mechanical
Speed:	700 fpm
Motor:	46 HP; 215 VAC
Doors:	Center opening
Door safety:	Safety edge - No. 10 and 11 Photoelectric - No. 12
Car controls:	Illuminated pushbuttons
Hall controls:	Illuminated pushbuttons
Fireman service:	Yes
Telephone:	Yes

2.2.2.1.5 Philadelphia City Hall South-West Elevator No. 13.

Manufacturer:	Otis
Max. Load:	3,000 lb
Type:	Freight, traction gearless
Stops/Openings:	8/8
Controller:	Electro-mechanical
Speed:	700 fpm
Motor:	46 HP; 215 VAC
Doors:	Center opening
Door safety:	Manual control
Car controls:	Illuminated pushbuttons
Hall controls:	Pushbuttons; lanterns
Fireman service:	Yes
Telephone:	Yes

2.2.2.1.6 Philadelphia City Hall North-West Elevators No. 14, 15 and 16.

Manufacturer:	Haughton
Max. Load:	3,000 lbs.
Type:	Passenger, traction gearless
Stops/Openings:	7/7
Controller:	Electro-mechanical
Speed:	700 fpm
Motor:	30 HP; 215 VAC
Doors:	Center opening
Door safety:	Microscan - No. 14 Safety edge - No. 15 and 16
Car controls:	Illuminated pushbuttons
Hall controls:	Illuminated pushbuttons; lanterns
Fireman service:	Yes
Telephone:	Yes

2.2.2.1.7 Philadelphia City Hall Tower Elevator No. 20.

Manufacturer:	Otis
Max. Load:	1,200 lbs.
Type:	Passenger, traction geared
Stops/Openings:	14/14
Controller:	Electro-mechanical
Speed:	250 fpm
Motor:	10 HP; 208 VAC; basement machine
Doors:	Center opening
Car controls:	Manual
Hall controls:	Pushbuttons
Fireman service:	Yes
Telephone:	Yes

2.2.2.1.8 Philadelphia City Hall Northwest Elevator No. 17.

Manuafacturer:	Haughton
Max. Load:	6,500 lbs.
Type:	Freight, geared traction
Stops/Openings:	8/8
Doors:	Bi-Parting opening
Car controls:	Manual

2.2.2.1.9 City Hall Tower Up Escalator.

Manufacturer:	Otis
Motor:	10 HP; 480 VAC

2.2.2.1.10 Philadelphia City Hall Room 975 Dumbwaiter No. 29.

Manufacturer:	Energy
Max. Load:	100 lbs.
Type:	Traction overhead
Stops/Openings:	3/3

2.2.2.1.11 Philadelphia City Hall Law Library East Dumbwaiter No. 30.

Manufacturer:	Energy
Max. Load:	100 lbs.
Type:	Traction overhead
Stops/Openings:	3/3

2.2.2.1.12 Philadelphia City Hall Records Room Dumbwaiter No. 32.

Manufacturer:	Energy
Max. Load:	100 lbs.
Type:	Traction overhead
Stops/Openings:	2/2

2.2.2.1.13 Philadelphia City Hall Apron East Side Sidewalk Freight No. 22 .

Manufacturer:	Gillespie
Max. Load:	6,000 lbs.
Type:	Hydraulic, Key-operated street lift
Stops:	2 (street level to Basement)

2.2.2.2 **Locations other than City Hall**

2.2.2.2.1 Philadelphia Police Administration building Elevators No. 1 and 2.

Manufacturer:	Haughton
Max. Load:	2,500 lbs.
Type:	Passenger, traction geared
Stops/Openings:	5/5
Controller:	Solid state
Speed:	250 fpm
Motor:	20 HP; 440 VAC
Doors:	2-speed, center parting
Door safety:	Microscan
Car controls:	Illuminated pushbuttons
Hall controls:	Pushbuttons
Fireman service:	Yes
Telephone:	Yes

2.2.2.2.2 Philadelphia Police Administration building Elevator No. 3.

Manufacturer:	Haughton
Max. Load:	3,000 lb
Type:	Passenger, traction geared
Stops/Openings:	5/5
Controller:	Electro-mechanical
Speed:	200 fpm
Motor:	30 HP; 440 VAC
Doors:	2-speed, center parting
Door safety:	Microscan
Car controls:	Illuminated pushbuttons
Hall controls:	Pushbuttons
Fireman service:	Yes
Telephone:	No

2.2.2.2.3 Philadelphia Police Administration building Elevator No.4.

Manufacturer:	Payne
Max. Load:	3,000 lbs.
Type:	Passenger, traction geared
Stops/Openings:	5/5
Controller:	Electro-mechanical
Speed:	200 fpm
Motor:	30 HP; 440 VAC
Doors:	2-speed, center parting
Door safety:	Microscan
Car controls:	Illuminated pushbuttons
Hall controls:	Pushbuttons
Fireman service:	Yes
Telephone:	No

2.2.2.2.4 11th and Reed Streets building Elevator No. 1.

Manufacturer:	Paris
Max. Load:	3,000 lbs.
Type:	Freight, traction geared
Stops/Openings:	4/4
Controller:	Electro-mechanical
Speed:	40 fpm
Motor:	30 HP; 208 VAC
Doors:	Vertical bi-parting
Door safety:	None
Car controls:	Car switch
Hall controls:	Pushbuttons
Fireman service:	No
Telephone:	No

2.2.2.2.5 11th and Reed Streets building Elevator No. 2.

Manufacturer:	AB See
Max. Load:	20,000 lbs.
Type:	Freight, traction geared
Stops/Openings:	4/4
Controller:	Electro-mechanical
Speed:	20 fpm
Motor:	75 HP; 208 VAC
Doors:	Vertical bi-parting
Door safety:	None
Car controls:	Constant pressure
Hall controls:	Pushbuttons
Fireman service:	No
Telephone:	No

2.2.2.2.6 Front Street and Hunting Park building Elevator No. 1.

Manufacturer:	CEMCO
Max. Load:	2,000 lbs.
Type:	Freight, hydraulic
Stops/Openings:	2/3
Controller:	Electro-mechanical
Speed:	100 fpm
Motor:	30 HP; 208 VAC
Doors:	Vertical gate
Door safety:	None
Car controls:	Pushbuttons
Hall controls:	Pushbuttons
Fireman service:	No
Telephone:	No

2.2.2.2.7 PATCO Line, 8th and Market Streets, Elevator No.3.

Manufacturer:	Motion Control
Max. Load:	2,000 lbs.
Type:	Passenger, hydraulic
Stops/Openings:	2/2
Controller:	Solid state
Speed:	100 fpm
Motor:	20 HP; 208 VAC
Doors:	2-speed left
Door safety:	Photoelectric
Car controls:	Illuminated pushbuttons
Hall controls:	Illuminated pushbuttons
Fireman service:	Yes
Telephone:	Yes

2.2.2.2.8 PATCO Line, 15th and Locust Streets, Elevator No.5.

Manufacturer:	Motion Control
Max. Load:	2,000 lbs.
Type:	Passenger, hydraulic
Stops/Openings:	2/2
Controller:	Solid state
Speed:	100 fpm
Motor:	20 HP; 208 VAC
Doors:	2-speed left
Door safety:	Photoelectric
Car controls:	Illuminated pushbuttons
Hall controls:	Illuminated pushbuttons
Fireman service:	Yes
Telephone:	Yes

2.2.2.2.9 Police Station No.1, 24th and Wolf Streets, Elevator No.1.

Manufacturer:	Schindler
Max. Load:	2,500 lbs.
Type:	Passenger, hydraulic
Stops/Openings:	3/3
Controller:	Electro-mechanical
Speed:	200 fpm
Motor:	30 HP; 208 VAC
Doors:	Left hand
Door safety:	Microscan
Car controls:	Pushbuttons
Hall controls:	Pushbuttons
Fireman service:	Yes
Telephone:	Yes

2.2.2.2.10 3033 South 63rd Street Elevator No. 1.

Manufacturer: Schindler/Hydro GO#07917
Maximum Load: 2,100 lbs
Type: Passenger, hydraulic
Stops: 2
Openings: 2
Controller: Electro-mechanical
Speed: 200 h.p., 208V Doors: 2 sets (front & rear) left-hand
Car Controls: Pushbutton
Hall Controls: Pushbutton
Fireman Service. Yes
Telephone: Yes

2.2.2.2.11 24th/25th Police District, 3901 Whitaker Avenue Elevator No. 1.

Manufacturer: Otis/LVM
Max. Load: 2,500 lbs.
Type: Passenger, hydraulic
Stops/Openings: 3/3
Controller: Electro-Mechanical
Speed: 100 fpm
Motor: 25HP; 480 V
Doors: Center Opening
Door Safety: Photoelectric
Car Controls: Pushbutton
Hall Controls: Pushbutton
Fireman Service: Yes
Telephone: Yes

2.2.2.2.12 Forensics Science Center, 843-49 N. 8th Street Elevator No. 1.

Manufacturer:	Schindler
Max. Load:	5,000 lbs.
Type:	Passenger, hydraulic
Stops/Openings:	4/4
Doors:	Center Opening
Door Safety:	Photoelectric
Car Controls:	Pushbutton
Hall Controls	Pushbutton
Fireman Service:	Yes
Telephone:	Yes

2.2.2.2.13 1981 N. Woodstock Street (OAS Shelter) Elevators Nos. 1 & 2.

Manufacturer:	Westinghouse
Max. Load:	4,000 lbs.
Type:	Passenger, hydraulic
Stops/Openings:	3/3
Car Controls:	Pushbutton
Hall Controls	Pushbutton
Fireman Service:	Yes
Phone in Car:	Yes

2.2.2.2.14 1314-32 E. Tulpehocken Street (OAS Shelter) Elevator No. 1.

Manufacturer:	Montgomery
Max. Load:	2,500 lbs.
Type:	Freight, hydraulic
Stops/Openings:	2/2
Motor:	208V; 15 HP; 3 Phase
Doors:	Bi-Parting
Fireman Service:	No

2.2.2.2.15 907 Hamilton Street (OAS Shelter)
Elevator No. 1.

Manufacturer:	Dover
Max. Load:	2,500 lbs.
Type:	Passenger, hydraulic
Stops/Openings:	2/2
Doors:	Center Opening
Door Safety:	Photoelectric
Car Controls:	Pushbutton
Hall Controls	Pushbutton
Fireman Service:	Yes
Telephone:	Yes

2.2.2.2.16 Fire Museum, 2nd & Quarry Sts., Elevator No. 1.

Manufacturer:	Westinghouse
Max. Load:	2,500 lbs.
Type:	Passenger, hydraulic
Stops/Openings:	2/2
Controller:	Westinghouse electro-mechanical
Speed:	125 fpm
Doors:	Side slide (right handed)
Door Safety:	Microscan
Car Controls:	Pushbuttons
Hall Controls	Pushbuttons
Fireman Service:	Yes
Telephone:	Yes

2.2.2.2.17 Fire Administration building, 3rd & Spring Garden Streets, Elevator No. 1.

Manufacturer:	Montgomery
Max. Load:	3,000 lbs.
Type:	Passenger, hydraulic
Stops/Openings:	3/3
Controller:	MCE
Speed:	125 fpm
Doors:	Center Opening
Door Safety:	Microscan
Car Controls:	Pushbuttons
Hall Controls	Pushbuttons
Fireman Service:	Yes
Telephone:	Yes

2.2.2.2.18 Riverview Nursing Home, 7979 State Road, Elevator No. 1.

Manufacturer:	Paris
Max. Load:	2,500 lbs.
Type:	Freight, geared traction
Stops/Openings:	2/2
Controller:	Electro-mechanical
Doors:	Manual Side slide (right handed); accordian gate
Door Safety:	None
Car Controls:	Pushbuttons
Hall Controls	Pushbuttons
Fireman Service:	No
Telephone:	No

2.2.2.2.19 Youth Study Center, 3232 Henry Avenue, Elevators Nos. 7 and 8.

Manufacturer:	Haughton, Mach Type "E", Model 33A1317
Max. Load:	4,000 lbs.
Type:	Passenger, geared
Stops/Openings:	4/4 (rear: front openings sealed)
Speed:	200 fpm
Motor:	25 HP; 230 VAC
Doors:	Center Opening
Door Safety:	Microscan
Car Controls:	Pushbuttons
Hall Controls	Pushbuttons
Fireman Service:	No
Telephone:	No

Elevator No. 7 partially modernized
Controller: Solid State Microprocessor w/Drive Units
New traveling cable, wiring, hoist motor, compliant with ADA and ANSI 2000 code

2.2.2.2.20 8th and Market Streets Concourse Up escalator.

Manufacturer:	Montgomery
Motor:	15 HP; 480 VAC

2.2.2.2.21 15th and Market Streets Concourse Up & Down escalators.

Manufacturer:	Montgomery
Motor:	15 HP; 480 VAC

2.3 **Technical Requirements**

2.3.1 Provide Maintenance services described in Procurement Department Specifications 26-E-9g:13.

2.4 **Execution**

2.4.1 This Contract includes but is not limited to RIW twice a month; scheduled GM/PM tasks; scheduled M&R tasks required to maintain system reliability; regular reporting, and testing under basic services included with the Bid Price. This work shall bring up to and maintain design conditions of the Vertical Transportation equipment, systems and components of the facility. Provide all material and labor required for RIW, GM, PM and M&R work.

2.4.2 As Basic Services provide all material and labor to complete emergency (EGM/PM) work (emergency call back) as required between RIW visits, at no additional cost to the City.

2.4.3 On a pre-approval basis (by the City Project Manager) provide additional work involving ERW and NPW. Include in the proposed labor charge for ERW and NPW, all expenses or charges for Contractor's readiness to serve under the emergency repair work requirements of the Contract.

2.4.4 The list of materials to be provided by this Contractor under the basic GM/PM requirements includes but is not limited to: maintenance tools detailed in Paragraphs 3.10, 3.11, 4.10, 4.11, 5.10, 5.11, 6.10, 6.11 and 7.05 of Specification 26-E-9g:13; all ladders; hoists, rigging; all air and oil filters; lubricants; equipment consumables; small rebuild kits; adhesives; mastics; pastes; caulk; pipe dope; small brushes; replacement belts; valve kits; solvents; rags; electrical tapes; blades; miscellaneous hardware (including bolts; nuts; washers; screws; connectors; anchors; nails; hooks; stranded metal wire; rivets); gasket materials; drill bits; taps; dies; shop hand tools; grease; cutting oils; degreasers; dry absorbents; solder; lead; oakum; brooms; pans; brushes; markers; chalks; cleaning materials; solvents; wire nuts; clamps; shop consumables; map gas; acetylene supply; short length small tubing materials; shop electrical cords/reels; work lights; batteries; flash lights; ladders; lifts; rigging tools; meters; scales and levels.

2.4.5 The systems equipment, and components covered by this Contract include, but are not limited to: All Vertical Transportation systems' and associated equipment, as described in Paragraphs 3.01, 4.01, 5.01, 6.01 and 7 of Specification 26-E-9g:13; Perform all work in accordance with ASME 17.1 code, the buildings codes, by-laws, regulations and requirements of the local, state and federal authorities in effect at the time of the execution of the work.

2.4.6 Perform all work in accordance with ASME 17.1 code, the buildings codes, by-laws, regulations and requirements of the local, state and federal authorities in effect at the time of the execution of the work.

2.5 Personnel

2.5.1 Provide one (1) full time crew, consisting of a Mechanic-in-charge and apprentice, five (5) days a week, 8 hours per day, (except for the below listed holidays). The crew is to consist of one (1) certified elevator/escalator mechanic and one (1) apprentice.

2.5.1.1 The crew is to service all vertical Transportation systems listed in City Hall, paragraphs 2.2.2.1.1 through 2.2.2.1.13 and verify the operation of the PATCO/Septa's remote vertical transportation systems listed under paragraphs 2.2.2.2.7, 2.2.2.2.8, 2.2.2.2.20, and 2.2.2.2.21 daily.

2.5.1.2 The City intends to retain the current staffing. Any proposed changes must be approved by the Contract Administrator.

The Mechanic-in-Charge's hours will be 7:00 AM to 4:30 PM. The Apprentice's hours will be 8:00 AM to 4:30 PM.

2.5.1.3 The Mechanic-in-Charge and apprentice shall be equipped with cell phones and beepers with local Philadelphia telephone numbers at all times while on duty. Vehicle transportation is to be provided by awarded vendor.

2.5.1.4 City of Philadelphia Holidays:

New Year's Day	Labor Day
Memorial Day	Thanksgiving Day
4th of July	Christmas Day

If the holiday falls on a Saturday, the crew must report for work on the Friday before and Monday after the holiday.

2.5.2 At all times, as specified in 2.5.1 above, at least one certified mechanic and apprentice must be present on the premises served. Provide continuing full absent time replacement coverage for the Mechanic in-charge and apprentice. All continuing full absent time replacements shall be equipped with cellular phones and/or beepers with local Philadelphia telephone numbers at all times while on duty.

2.5.3 For other than emergency work, Preventive Maintenance for Elevators shall be performed as follows:

2.5.3.1 **Elevators and Escalators**

Preventive Maintenance work must be performed during normal business hours (i.e. 8:00 A.M. to 4:30 P.M.).

2.5.4 During the term of this contract, passenger elevators nos. 6, 7, 8, 10, 11 and 12, as well as freight nos. 5 and 17 in City Hall will be taken out of service to be modernized. The City will not be charged for monthly service during the time that the elevators are out of service.

2.6 Supervision of Personnel

2.6.1 The City reserves the right to deny access to any employee of the successful bidder when advance notice is not received.

2.6.2 The successful bidder shall supervise all service personnel so that at all times they present a neat appearance and their movements in the buildings are within the requirements of their work.

2.6.3 The City may assign a representative to accompany the service personnel.

2.6.4 **Contractor's Personnel**

2.6.4.1 All personnel shall be physically able to do their assigned work and shall be free from any communicable disease.

2.6.4.2 All personnel shall be capable employees, thoroughly trained and qualified in the work assigned to them. Throughout the life of the Contract, all Contractor personnel providing on-site service must meet all requirements for training, certification and licensing.

2.6.4.3 All personnel must observe all regulations in effect at the City agency. While on City property, employees shall be subject to the control of the City, but under no circumstances shall such persons be deemed to be employees of the City. Contractors shall not represent themselves as employees of the City.

2.6.4.4 The City's Project Manager may request the Contractor to transfer from the work crew employees who are found to be incompetent, prone to excessive tardiness, absenteeism or theft.

2.6.4.5 The Contractor's employees shall be subject to such security clearance as the City deems is required.

2.7 Third Party Witness for Testing: Inspections

The awarded vendor must hire a state-certified elevator inspection company as a sub to witness state-mandated testing and inspections that include, but are not limited to: six (6) and twelve(12) month inspections, three (3) year pressure tests and five (5) year full load tests.

2.8 Notification of Service

2.8.1 The successful bidder will notify the City's Project Manager at least twenty-four (24) hours in advance to schedule work under this Contract. Work performed in response to an ERW, and/or EGM/PM service call is exempt from these requirements.

2.8.2 **TELEPHONE SERVICE**

2.8.2.1 Successful bidder shall maintain a continuous telephone service with local Philadelphia telephone numbers or 1-800 numbers where he/she can be reached twenty four (24) hours each day, seven (7) days each week, (Sundays and holidays included) and shall provide to the City agencies ordering services hereunder the names and telephone number(s) of at least two persons to contact for service.

Name:_____ Name:_____

Telephone No: ( )_____ Telephone No: ( )_____

2.9 **Special Conditions**

2.9.1 **Occupied Building**

2.9.1.1 In occupied buildings, ensure that normal routines can carry on while work is being done.

2.9.1.2 Take proper care to avoid unnecessary noise, clutter or obstruction in the building, and arrange for storage of materials and tools where they will cause minimum inconvenience.

2.9.1.3 Where excessive noise or obstruction is unavoidable, contact the City's Project Manager ahead of time to make suitable arrangements.

2.9.1.4 When performing RIW, GM/PM, and/or M&R work at any location other than City Hall, if any public safety issues or potential damage to the equipment is observed, the mechanic should immediately report findings to the City's Project Manager and the Mechanic-in-Charge at City Hall.

2.9.1.5 When performing GM/PM and or M&R work specifically at PATCO/Septa's remote vertical transportation systems listed under paragraphs 2.2.2.2.7, 2.2.2.2.8, 2.2.2.2.20, and 2.2.2.2.21, the mechanic is to immediately notify the City's Project Manager's office upon arrival by calling 215-686-4523 and leaving his or her name and phone number. If the workday is a holiday for the City of Philadelphia, then the mechanic is to contact the Mechanic-in-Charge at City Hall instead. The City reserves the right to dispatch the Mechanic-in-Charge to a remote site to verify public safety issues and equipment condition. If, while performing maintenance at a remote site, the mechanic finds a public safety issue or possible damage to the equipment, the Mechanic-in-Charge shall notify on call City Contract Manager.

2.9.1.6 When an emergency response (ERW and/or EGM/PM) is required, the awarded bidder will be notified by either the City of Philadelphia's Municipal Radio or by the Department of Public Property, Facilities Management Division's emergency management personnel. (A list will be provided to the awarded bidder.)

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

2.10.1 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 City's vertical transportation equipment. REPAIRS SHALL BE PREFORMED ON A 24 HOURS A DAY, 7 DAYS A WEEK, 365 DAYS A YEAR BASIS, AS REQUESTED BY THE CITY. BIDDERS SHALL SUBMIT PRICING IN SECTION 5.2 FOR REPAIR SERVICES (CONTRACT EXTRAS) OUTSIDE OF SCHEDULED PREVENTATIVE MAINTENANCE.

2.11 **Safety**

The contractor shall in the performance of his work follow all standard safety practices of the trades. He shall at all times comply with requirements of the Occupational Safety and Health Act of 1970 (OSHA).

2.12 **Meetings**

The successful bidder shall meet with City agency personnel to discuss matters pertaining to this Contract when requested by City's Project Manager.

2.12.1 The vendor shall appoint a Contract Administrator who shall serve as the direct contact person for the City's Department of Public Property.

Name: _____

Address: _____

Phone Number: _____ Ext.: _____

Email Address: ( ) _____

2.13 **Reporting**

2.13.1 Contractor shall submit an Initial Conditions Report as described and scheduled in Section 5.1 of this Invitation and Bid.

2.13.2 The Contractor shall provide an entry into the appropriate log book specified in Paragraph 2.04 of Specification 26-E-9g:13 to document each and every site visit (GM/PM, EGM/PM, M&R, ERW, RIW) to any Vertical Transportation System of this project.

2.13.3 The log entries must include the following, (as a minimum):

2.13.3.1 Date and time (arrival and departure) of site visit service call;

2.13.3.2 Name of Service Technician(s);

2.13.3.3 Identification of Service Work;

2.13.3.4 Layman's description of the tasks carried out;

2.13.3.5 Supplies and materials used (quantity and description);

2.13.3.6 Further repairs required;

2.13.3.7 Signature of the Contractor's lead technician;

2.14 **Monthly Report**

2.14.1 Provide a complete GM/PM task status report for all systems under Contract; describe the work completed, and the future work scheduled for the next 3 months of the work.

2.14.2 Detail the condition of the equipment, provide recommendations/justifications, (M&R tasks).

2.14.3 Provide a general description of, and basis of justification for evidence of unsatisfactory operation, predicted malfunction(s), and/or any unsafe conditions.

2.15 **Extra Work**

During the life of the Contract, it may be determined that an item of equipment, or component has failed under conditions requiring repair replacement under an ERW task (Changed Conditions). The Contractor shall provide an itemized cost accounting of the material and labor. The City reserves the right to solicit competitive bids for any tasks agreed to be "Changed Conditions." Prior to initiating any work (material and labor) under ERW tasks, submit an itemized cost breakdown for prior approval by the City's Project Manager. Equipment and materials will be furnished at the Contractor's cost plus mark-up, not to exceed 10% for overhead, handling, and profit, with base price of material the Contractor's wholesale buying price as supported by the supplier invoice or written quotation. Labor will be reimbursed in accord with the Contractor's stated hourly rates specified and a negotiated (negotiated with the City's Project Manager) total of hours for the defined ERW work.

2.15 **PRICE ADJUSTMENT**

The price adjustment clause in the Procurement Department Specification 26-E-9g:13, Section 1.10 shall also apply to the contract extras stated in this bid and aforementioned specification.

2.16 **PRICING INSTRUCTIONS:**

2.16.1 For Item 5.2, bidder shall be required to submit pricing as indicated (i.e. mechanic-in-charge/hr, mechanic/hr, apprentice/hr, as listed in Section 2)

2.16.2 For Item 5.2.7:
PARTS SHALL BE REIMBURSED BY THE CITY AT VENDOR'S ACTUAL PURCHASE COST FROM THEIR SUPPLIER (as shown on supplier's invoice) + 10% 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 + 10%. 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.

2.16.3 For Item 5.3, bidder shall be required to submit a monthly (MO) cost as indicated in each item.

2.17 **Warranty**

All work performed shall be subject to a repair warranty of not less than ninety (90) days against defects in materials and workmanship. All repair parts shall have the standard manufacture's warranty for that part enforced. During the warranty period, there shall be no additional charges to the City for labor or parts on the specific equipment repaired.

2.18 **Work Site Maintenance**

Upon completion of work, vendor shall remove from the site all tools, equipment, surplus and discarded materials, including debris, dirt, existing materials and rubbish accumulated as a result of the repair service. The vendor shall leave site in a neat and presentable condition.

SECTION 3: QUALIFICATIONS AND 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 1.10 through 1.10.4.7 will be received by the City of Philadelphia's 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.

3.1.1.3 The Procurement Department and the 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.

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 Document packages from disqualified bidders will not be opened and will be returned unopened to the address specified in Section 1.9.10.

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 this contract.

3.1.2 **Bid Evaluation Stage:**

Notification of the Bid Opening date, for bids that were submitted by vendors who have been deemed qualified, shall be announced once the City has completed its review of the Bidder Qualification Stage.

3.1.2.1 Bids will then 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 execution
(ii) incompleteness
(iii) offering counter terms and conditions
(iv) improper or incomplete execution of OEO Documents (if applicable)

may be disqualified by the City without notice to the bidder. The decision of the City is final and is in the sole judgment and discretion of the City.

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 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.

3.2.3 **PERFORMANCE SECURITY:**
If the total award amount exceeds $500,000, the Master Performance Security does not apply. Upon notification of award, the City will require the successful vendor to provide an individual Performance Bond in the amount of 100% of the contract award as specified in the Letter of Award. For any subsequent renewal periods, sections 1.3.1 and 1.3.2 shall apply.

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:**

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.

(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 products/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 schedule 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. **The City, however, reserves the right to accept or reject the letter and to acquire the supplies or materials in the open market.**

4.1.5 **Inspection and Test by City**

The City reserves the right to make inspections and tests as deemed advisable to ascertain that the requirements of these specifications are being fulfilled. Should it be found that the standards herein specified are not being satisfactorily maintained, the City may immediately demand that the contractor place the equipment in condition to meet with these requirements. If the contractor fails to comply with such demands, within a reasonable time, the City may, given written notice to the contractor, terminate his right to proceed further with the work. In such event, the City may take over the work and prosecute it to completion, by Contract or otherwise, and the contractor and his sureties (if any) shall be liable to the City for any excess cost occasioned the City hereby.

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 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 $300.00 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
- 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.

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 **RECYCLING INFORMATION REQUEST:**
The City of Philadelphia requests information regarding any known or potential material content in the product that may be extracted and recycled after the product has served its intended purpose.

Product bid contains recycled content? YES ☐ NO ☐

Is your product packaged and/or shipped in material containing recycled content? YES ☐ NO ☐

Is your product recyclable after it has reached its intended end use? YES ☐ NO ☐

Is your product shipped in returnable Containers? YES ☐ NO ☐

4.2.10 **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.

4.2.11 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.

4.2.12 **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 contract or in the performance of this contract will be made available to the City immediately upon demand. If requested, the contractor shall deliver to the 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.

4.2.13 **Invoices/Receipts:**

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

4.2.13.2 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), accompanied by either a signed service record or a certified record of hours worked. A separate invoice shall be submitted for parts (vendor should place a “P” at the end of the invoice number (for Parts). All invoices for parts must be accompanied by a copy of original supplier’s invoice as backup documentation. In no case shall parts cost exceed the actual cost from the supplier + 10% Mark-Up, Invoices will not be processed for payment without supporting documentation. Parts may be rejected and returned to Contractor for non-compliance to specifications. Any and all costs associated with the return is to be at the sole expense of the Contractor. No overhead, expenses, etc. shall be factored into the vendor’s quoted labor rates. No additional charges will be paid by the City. (See paras. 2.10 and 5.2)

4.2.13.3 Invoices should be sent in triplicate to each ordering department

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

4.2.13.3.2 See also item 4.1.2 above.

4.2.14 All invoices/receipts for parts shall have the signature and payroll ID number of the authorized/designated City personnel.

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 forth prevailing wages for the respective occupational classification(s) designated, as set 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.

e. All contractors and subcontractors performing city-work shall automatically file the with the, Labor Standards Unit of the MDO, a certified statement setting forth 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, 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

CLASSIFICATION	*BASE HOURLY RATE*	*FRINGE BENEFITS*
Elevator Constructor Journeyman		
As of 1/1/2013	*$49.84*	*$25.485*
As of 1/1/2014	*$50.41*	*$27.085*
As of 1/1/2015	*$51.01*	*$28.685*

Notes of Interest:

(1) PAID VACATION: Employer contributes 8% of basic hourly rate for 5 years or more of service or 6% for 6 months to 5 years of service.

(2) Eight Paid Holidays (provided employee has worked 5 consecutive days before and the working day after the holiday): New Year's Day; Memorial Day; Independence Day; Labor Day; Veteran's Day; Thanksgiving Day and the Friday after Thanksgiving Day, and Christmas Day.

(3) On all overtime hours, fringe benefits will be paid at theStraight (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

4.4 **PRICE INCREASE OR DECREASE:**

Contractor shall provide Elevator and Escalator Maintenance at the prices set forth in Section 5 for a period of twelve (12) 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 two (2) additional one (1) year period(s) plus three (3) months. 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 period the price increase and/or decrease shall be based upon the **percent (%) change** in the Index for All Urban Consumers – Philadelphia of the Consumer Price Index (All Items) as published by the U.S. Department of Labor, Bureau of Labor Statistics and as indicated by the Mid-Atlantic CPI Announcement for December of the **applicable year of the renewal.**

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.

NOTE: Price decreases may be forwarded to the Procurement Department buyer, in writing at any time during the contract period, to include any renewal period(s).

Failure to notify the City within the time frame specified in 4.4 will result in a commensurate delay in implementing the price change.

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

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 2. 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, ' 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 Pricing of GM/PM tasks as bid within this Section.

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

5.2 Time and Materials for Contract Extras (see para. 2.10)

		Unit of Measure	Est. Qty.	Unit Price	Extended Total
5.2.1	**26033 010 106** Labor Rate Per Man/Hr. for straight time	**MECHANIC-IN-CHARGE/HR**	10	$_____	$_____
5.2.2	**26033 010 100** Labor Rate Per Man/Hr. for straight time	**MECHANIC/HR**	450	$_____	$_____
5.2.3	**26033 010 236** Labor Rate Per Man/Hr. for straight time	**APPRENTICE/HR**	450	$_____	$_____
5.2.4	**26033 010 107** Labor Rate Per Man/Hr. for over time	**MECHANIC-IN-CHARGE/HR**	48	$_____	$_____
5.2.5	**26033 010 103** Labor Rate Per Man/Hr. for overtime	**MECHANIC/HR**	50	$_____	$_____
5.2.6	**26033 010 238** Labor Rate Per Man/Hr. for overtime	**APPRENTICE /HR**	5	$_____	$_____

		Unit of Measure	Est. Qty.	Unit Price	Extended Total
5.2.7	**26033 010** **PARTS SHALL BE REIMBURSED BY THE CITY AT VENDOR'S ACTUAL PURCHASE COST FROM THEIR SUPPLIER (as shown on supplier's invoice) + 10% 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 + 10%. 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: $100,000.00

5.3 Monthly Maintenance Charges:

Bidder shall state monthly charge per month per elevator or per group of elevators.

Prices quoted shall include one (1) crew as indicated in Section 2.5.1

5.3.1 City Hall (Broad and Market)

5.3.1.1 **26033 010 200**
North-East Elevators No. 1, 2, 3 and 4
(See Section 2, para. 2.2.2.1.1)
Group of four (4) units

MO	12	$_____	$_____

		Unit of Measure	Est. Qty.	Unit Price	Extended Total
5.3.1.2	**26033 010 201** North-East Elevator No. 5 (See Section 2, para. 2.2.2.1.2)				
		MO	12	$_____	$_____
5.3.1.3	**26033 010 202** South-East Elevators No. 6, 7 and 8 (See Section 2, para. 2.2.2.1.3) Group of three (3) units				
		MO	12	$_____	$_____
5.3.1.4	**26033 010 203** South-West Elevators No. 10, 11 and 12 (See Section 2, para. 2.2.2.1.4) Group of three (3) units				
		MO	12	$_____	$_____
5.3.1.5	**26033 010 204** South-West Elevator No. 13 (See Section 2, para. 2.2.2.1.5)				
		MO	12	$_____	$_____
5.3.1.6	**26033 010 205** North-West Elevators No. 14, 15 and 16 (See Section 2, para. 2.2.2.1.6) Group of three (3) units				
		MO	12	$_____	$_____

		Unit of Measure	Est. Qty.	Unit Price	Extended Total
5.3.1.7	**26033 010 206** Tower Elevator No. 20 (See Section 2, para. 2.2.2.1.7)				
		MO	12	$_____	$_____
5.3.1.8	**26033 010 205 04** North West Elevator No. 17 See Section 2, Para. 2.2.2.1.8)				
		MO	12	$_____	$_____
5.3.1.9	**26033 010 207** Tower UP Escalator (See Section 2, para. 2.2.2.1.9)				
		MO	12	$_____	$_____
5.3.1.10	**26033 010 208** Rm.975 Dumbwaiter No.29 (See Section 2, para. 2.2.2.1.10)				
		MO	12	$_____	$_____
5.3.1.11	**26033 010 209** Law Library East Dumbwaiter No.30 (See Section 2, para. 2.2.2.1.11)				
		MO	12	$_____	$_____
5.3.1.4	**26033 010 210** Records Room Dumbwaiter No.32 (See Section 2, para. 2.2.2.1.12)				
		MO	12	$_____	$_____

		Unit of Measure	Est. Qty.	Unit Price	Extended Total
5.3.1.13	**26033 010 235** Apron East Side Sidewalk Freight No. 22 (See Section 2, para. 2.2.2.1.13)				
		MO	12	$_____	$_____
	Total Price per Month for City Hall (5.3.1.1-5.3.1.13 above)				$_____

5.3.2 Philadelphia Police Administration building

5.3.2.1	**26033 010 211** Elevators No. 1 and 2 (See Section 2, para. 2.2.2.2.1) Group of two (2) units				
		MO	12	$_____	$_____
5.3.2.2	**26033 010 212** Elevator No. 3 (See Section 2, para. 2.2.2.2.2)				
		MO	12	$_____	$_____
5.3.2.3	**26033 010 213** Elevator No. 4 (See Section 2, para. 2.2.2.2.3)				
		MO	12	$_____	$_____
	Total Price Per Month for Philadelphia Police Administration bldg. (5.3.2.1-5.3.2.3) above				$_____

		Unit of Measure	Est. Qty.	Unit Price	Extended Total
5.3.3 11th and Reed Streets building					
5.3.3.1	**26033 010 214** Elevator No. 1 (See Section 2, para. 2.2.2.2.4)				
		MO	12	$_____	$_____
5.3.3.2	**26033 010 215** Elevator No. 2 (See Section 2, para. 2.2.2.2.5)				
		MO	12	$_____	$_____
	Total Price Per Month for 11th & Reed Streets building (5.3.3.1 - 5.3.3.2 above)				$_____
5.3.4 Front Street and Hunting Park building					
5.3.4.1	**26033 010 216** Elevator No. 1 (See Section 2, para. 2.2.2.2.6)				
		MO	12	$_____	$_____
5.3.5 3033 South 63rd Street					
5.3.5.1	**26033 010 224** Elevator No. 1 (See Section 2, para. 2.2.2.2.10)				
		MO	12	$_____	$_____

		Unit of Measure	Est. Qty.	Unit Price	Extended Total
5.3.6	24th/25th Police District, 3901 Whitaker Avenue				
5.3.6.1	**26033 010 225** Elevator No. 1 (See Section 2, para. 2.2.2.2.11)	**MO**	12	$_____	$_____
5.3.7	PATCO Line, 8th and Market Streets				
5.3.7.1	**26033 010 219** Elevator No. 3 (See Section 2, para. 2.2.2.2.7)	**MO**	12	$_____	$_____
5.3.8	PATCO Line, 15th and Locust Streets				
5.3.8.1	**26033 010 220** Elevator No. 5 (See Section 2, para. 2.2.2.2.8)	**MO**	12	$_____	$_____
5.3.9	Police Station No.1, 24th and Wolf Streets				
5.3.9.1	**26033 010 221** Elevator No. 1 (See Section 2, para. 2.2.2.2.9)	**MO**	12	$_____	$_____

		Unit of Measure	Est. Qty.	Unit Price	Extended Total
5.3.10	Forensics Science Center 843 – 49 N. 8th Street				
	26033 010 234 5.3.10.1 Elevator No. 1 (See Section 2, para. 2.2.2.2.12)				
		MO	12	$_____	$_____
5.3.11	1981 N. Woodstock Street (OAS Shelter)				
	5.3.11.1 **26033 010 228** Elevators Nos. 1 & 2 (See Section 2, para. 2.2.2.2.13) Group of two (2) Units				
		MO	12	$_____	$_____
5.3.12	1314-32 E. Tulpehocken Street (OAS Shelter)				
	5.3.12.1 **26033 010 230** Elevator No. 1 (See Section 2, para. 2.2.2.2.14)				
		MO	12	$_____	$_____
5.3.13	907 Hamilton Street (OAS Shelter)				
	5.3.13.1 **26033 010 226** Elevator No. 1 (See Section 2, para. 2.2.2.2.15)				
		MO	12	$_____	$_____

		Unit of Measure	Est. Qty.	Unit Price	Extended Total
5.3.14	Fire Museum, 2nd & Quarry Streets				
	5.3.14.1 **26033 006 012** Elevator No. 1 (See Section 2, para. 2.2.2.2.16)				
		MO	12	$_____	$_____
5.3.15	Fire Administration Building, 3rd & Spring Garden Streets				
	5.3.15.1 **26033 006 009** Elevator No. 1 (See Section 2, para. 2.2.2.2.17)				
		MO	12	$_____	$_____
5.3.16	Riverview Nursing Home, 7979 State Road				
	5.3.16.1 **26033 004 009** Elevator No. 1 (See Section 2, para. 2.2.2.2.18)				
		MO	12	$_____	$_____
5.3.17	Youth Study Center, 3232 Henry Avenue				
	5.3.17.1 **26033 010 233** Elevator Nos. 7 & 8 (See Section 2, para. 2.2.2.2.19) Group of two (2) units				
		MO	12	$_____	$_____

		Unit of Measure	Est. Qty.	Unit Price	Extended Total
5.3.18	8th and Market Streets Concourse				
	5.3.18.1 **26033 010 222 01** Up Escalator (See Section 2, para. 2.2.2.2.20)	**MO**	12	$_____	$_____
5.3.19	15th and Market Streets Concourse				
	5.3.19.1 **26033 010 223** Up and Down Escalators (See Section 2, para. 2.2.2.2.21) Group of two (2) units	**MO**	12	$_____	$_____

Extended Total Bid Amount **$_____**
(Unit Price X Quantity for all items bid plus estimated expenditures for parts with mark-up factored in)

BIDDER TO STATE HOW PRODUCT(S), SUPPLIES AND/OR PARTS ARE TO BE DELIVERED TO THE CITY OF PHILADELPHA: (E.G. ON-SITE DELIVERY VIA AWARDED VENDOR'S TRUCK, UNITED PARCEL, U.S. POSTAL SERVICE ETC.).

TYPE OF TRANSPORT: _____

EXHIBIT A
CITY BID BOND FORM

CITY OF PHILADELPHIA

BID BOND

FOR CITY OF PHILADELPHIA BID NUMBER:_____
(Please Fill In)

KNOW ALL MEN BY THESE PRESENTS, THAT WE _____
_____ as Principal
(hereinafter called the "Principal Obligor"), and
_____
(as Surety) are jointly and severally held and firmly bound unto The City of Philadelphia, in the sum of **TEN PERCENT (10%) OF THE GROSS AMOUNT OF THE BID** lawful money of the United States of America, to be paid to the said City of Philadelphia, its successors and assigns; to which payment, well and truly to be made we do bind ourselves and each of us, our and each of our successors and assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated the _____ day of _____two-thousand and thirteen (2013).

WHEREAS the above bounded Principal Obligor, submitted a bid pursuant to the above-referenced bid number to provide certain goods, services, or equipment to the City of Philadelphia.

NOW THE CONDITION OF THIS OBLIGATION IS SUCH, That if the City of Philadelphia shall accept the bid of the Principal Obligor and the Principal Obligor shall enter into a contract with the City in accordance with the terms of such bid, and furnish such bond or bonds as are specified in the bid documents with good and sufficient surety, for the faithful performance of the contract; or in the event of the failure or refusal of the Principal Obligor to enter into such contract and give such bond or bonds, if the Principal Obligor shall pay to the City the difference between the amount specified in said bid and such larger amount for which the City may legally contract with another party to provide the goods, services, or equipment required by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

And for the doing of these acts this instrument or a copy thereof attested as aforesaid shall be full warrant and authority.

CORPORATE SEAL: **PRINCIPAL OBLIGOR:**

_____ **(SEAL)**
President/Vice-President

_____ **(SEAL)**
Secretary/Treasurer

SURETY SEAL: **SURETY:**

_____ **(SEAL)**
Attorney-In-Fact

INSTRUCTIONS:

(1) ALL VENDORS MUST UTILIZE THIS BID BOND FORM WHEN SUBMITTING A BID TO THE CITY.

(2) IF PRINCIPAL OBLIGOR IS AN INDIVIDUAL OR PARTNERSHIP, BID BOND SHOULD BE SIGNED BY OWNER OR AUTHORIZED GENERAL PARTNER. PLEASE IDENTIFY ON THE BID BOND THE TYPE OF BUSINESS (E.G. INDIVIDUAL PROPRIETORSHIP OR PARTNERSHIP) AND TITLE OF PARTY EXECUTING THE BID BOND.

(3) BID BOND MUST BE EXECUTED BY A SURETY COMPANY DULY AUTHORIZED AND LICENSED TO ACT AS SURETY BY THE PENNSYLVANIA INSURANCE COMMISSIONER PURSUANT TO THE LAWS OF THE COMMONWEALTH OF PENNSYLVANIA.

PROCUREMENT DEPARTMENT **No. 26-E-9g:13**
Standards Division **Supersedes 26-E-9f:11**
SPECIFICATION **Effective Date: 4/1/13**

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. **City Project Manager:**

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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 City Project Manager, 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 City's Contract Manager, 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 City's Contract Manager, ahead of time and make suitable arrangements.

4. Contractor shall obtain permission in writing from the City's Contract Manager, 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 City's Contract Manager, prior to submission of bid, any discrepancies or ambiguities found in the specifications.

1.09 **Contract Extras**

1. Contractor shall submit to the City's Contract Manager, 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-9g:13 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.

2. Under Specific Changed Conditions the material and labor provided by Contractor, to repair failed Vertical Transportation systems, may be approved by the City Project Manger as "not covered by the maintenance contract" resulting in emergency Repair Work (ERW) and/or Negotiated Price Work (NPW). The conditions may only be applied when the failed equipment has not resulted from acts or omissions of the Maintenance Contractor and/or his/her Subcontractors. The Specific Changed Conditions include, but are not limited to:

- Separate instances (occurrences) of failed conditions resulting from wearout of properly maintained equipment; and

- Each instance is considered individually on its own merit, and shall not be grouped with any other instance of failed equipment. That is claims of failed equipment for the purposes of these Specific Conditions shall not be accumulated.

- The fair material retail price, exclusive of labor, for each such individual instance must exceed $2,500.00;

- The material and labor to complete the repair may be required on an emergency basis, (as determined by the City Project Manager), under which condition the Contractor shall prudently carryout all restoration of service and operation without any delay for formal written approval of the City Project Manager;

- Under these Specific Changed Conditions, the Contractor shall provide a breakdown of units of labor; units of material; unit labor and material charges, for review and approval by the City Project Manager. The City Project Manager may obtain additional estimates by up to three alternative sources of repair for the failed equipment.

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 than 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 the 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 City's Contract Manager, 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 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 City's Contract Manager, explaining why it was not possible to correct the problem and when the problem will be resolved.

2.09 **Maintenance: Repairs**

1. The City's Contract Manager, 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 City Contract Manager must be advised immediately.

2. In all cases, the Contractor shall provide a status report of repairs to the City's Contract Manager, 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 or 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 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. Reports malfunctions and collaborate in correcting any problems.

(r) Geared machines only (Specification 26-E-9g: 13 par. 4.03 and 6.03). Inspect gear thrust end play for bearing wear. Check gear for leaks.

(s) Hydraulic machines (Specification 26-E-9g: 13 par. 5.03). Test for excessive creeping. Adjust as necessary.

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 City Project Manager..

(j) Perform a safety test. Forward to the City Project Manager, 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 City's Contract Manager, 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 City's Contract Manager 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 City's Contract Manager.

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 the machine room and elevator cabs.

   (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 and collaborate in correcting any problems.

(r) Geared machines only (Specification 26-E-9g: 13 par. 4.03 and 6.03). Inspect gear thrust end play for bearing wear. Check gear for leaks.

(s) Hydraulic machines (Specification 26-E-9g: 13 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.

(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 City Project Manager, 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 City's Contract Manager, 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 City's Contract Manager 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 City's Contract Manager.

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 the machine room and elevator cabs..

(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. Reports malfunctions and collaborate in correcting any problems.

(q) Geared machines only (Specification 26-E-9g: 13 par. 4.03 and 6.03). Inspect gear thrust end play for bearing wear. Check gear for leaks.

(r) Hydraulic machines (Specification 26-E-9g: 13 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 City's Contract Manager 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 City's Contract Manager.

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 the machine room and elevator cabs.

(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. Reports malfunctions and collaborate in correcting any problems.

(q) Geared machines only (Specification 26-E-9g: 13 par. 4.03 and 6.03). Inspect gear thrust end play for bearing wear. Check gear for leaks.

(r) Hydraulic machines (Specification 26-E-9g: 13 par. 5.03). Test for excessive creeping. Adjust as necessary.

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 City's Contract Manager, 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 City’s Contract Manager 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 City’s Contract Manager.

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 trends 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.

C I T Y O F P H I L A D E L P H I A

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
Te. 215 686 6365

IN YOU ARE INTERESTED IN RECEIVING YOUR PAYMENTS ELECTRONICALLY RATHER THAN BY CHECK PLEASE SEE ATTACHED LETTER & ACH VENDOR ENROLLMENT AND CHANGE FORM.

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 states as the Bid opening.
- Note the City Anti-Discrimination Policy or Economic Opportunity Plan (EOP). If Department of Commerce Office of Economic Opportunity (OEO) Participation is required be sure to fill out all appropriate forms. If you have questions call OEO at (215) 683-2000.
- 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 the bid.

CITY OF PHILADELPHIA
PROCUREMENT DEPARTMENT
Public Information Unit

This Is Not A Right To Know Request. This form cannot be used to submit a Right To Know Request. *See* City of Philadelphia Open Records Policy: http://www.phila.gov/privacy/pdfs/finalcityopenrecords.pdf

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: _____
_____
Email 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

C I T Y O F P H I L A D E L P H I A

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, 2012 – June 30, 2014

(Bids for Professional Consulting Services, Public Works, Construction and Demolition [wrecking and building removal] *<u>are not</u>* 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, 2012 to June 30, 2014**, complete the enclosed application and return it with a check for **$200.00.** 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**" **2012 – 2014** 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: _____

E Mail Address: _____

Telephone No: (___)_____**Fax No:** (___)_____

☐ A. Check payable to the City of Philadelphia in the amount of $200.00 for 7/1/12 to 6/30/14

DO NOT SEND CASH. NO PERSONAL CHECKS.

Internal Use Only

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

C I T Y O F P H I L A D E L P H I A

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)

C I T Y O F P H I L A D E L P H I A

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.

*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;

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 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 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 of 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 any applicable federal, state or local law or regulation. Applicable law shall include, without limitation, the laws stated in paragraphs 25 through 31 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 10-102 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.

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 Sections 17–1302(5) and 17–1303 and if this is a Service Contract, as defined in Code Section 17–1302(9), Contractor shall comply with the minimum compensation standards by providing to those employees 1) 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, 2) to the extent the Contractor provides health benefits to any of its employees, provide each full-time, non-temporary, non–seasonal covered Employee with health benefits at least as valuable as the least valuable health benefits that are provided to any other full-time employees of the Contractor; and 3) provide to each full-time, non–temporary, non-seasonal covered Employee at least the minimum number of earned sick leave days required by Code Section 17–1305(2). 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 Managing Director's Office (MDO) may grant a partial or total waiver of Chapter 17–1300 based on specific stipulated reasons elaborated in Section 17–1304.

30. PROTECTION OF DISPLACED CONTRACT WORKERS. If this bid is for the furnishing of the following services, Security, Janitorial, Building Maintenance, Food and Beverage, Hotel or Non–Professional Health Care Services, then this bid is subject to the "Protection of Displaced Contract Workers" Law, Chapter 9–2300 of the Philadelphia Code. The successful Bidder, if it is a Successor Contractor is required, among other things, to retain certain service employees of the Predecessor Contractor for a ninety day period.

31. EQUAL BENEFITS. If this is a Service Contract, as defined in Philadelphia Code Section 17–1901(4), for an amount in excess of $250,000, Contractor shall, for employees who reside in the City or employees who are non-residents subject to City wage tax under Philadelphia Code Section 19–502(b), extend the same employment benefits the Contractor extends to spouses of its employees to life partners of such employees. By submission of its Bid, Contractor so acknowledges and certifies its compliance with Chapter 17–1900 of the

Philadelphia Code and shall notify its employees of the employment benefits available to life partners pursuant to Chapter 17–1900. Following the award of a contract subject to Chapter 17–1900 and prior to execution of the contract by the City, Contractor shall certify that its employees have received the required notification of the employment benefits available to life partners and that such employment benefits will actually be available, or that the Contractor does not provide employment benefits to the spouses of married employees.

Contractor's failure to comply with the provisions of Chapter 17–1900 or any discrimination or retaliation by the Contractor against any employee on account of having claimed a violation of Chapter 17–1900 shall be a material breach the Service Contract.

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)**