Elevator Escalator & Dumbwaiter Maintenance & Repair

S5Z61160

Issued by: **CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT**

Required by: Various Departments

Pre-Bid Meeting Date:	**March 24, 2015**
Pre-Bid Meeting Time:	**12:00 PM Philadelphia Local Time** **MUNICIPAL SERVICES BUILDING – ROOM 170A** **1401 JFK BOULEVARD, PHILADELPHIA PA 19102**
Bid Opening Date:	**April 13, 2015**
Bid Opening Time:	**10:30 AM Philadelphia Local Time**
Location for Bid Opening:	**MUNICIPAL SERVICES BUILDING - ROOM 170A** **1401 JFK BOULEVARD, PHILADELPHIA PA 19102**
Buyer:	**J. Manton**
Spec. Writer:	**K. Owens**

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

BIDDER AGREES TO COMPLY WITH ALL CONDITIONS OF THIS BID. UNSIGNED BIDS WILL NOT BE ACCEPTED*. BIDDER MUST COMPLETE THE INFORMATION BELOW:*

NAME AND ADDRESS OF FIRM:
FEDERAL EIN/SOCIAL SECURITY NUMBER:

BID QUESTIONS

All questions concerning this Invitation and Bid, including specifications and conditions, must be presented prior to the bid opening date and time. Contact the Procurement Department Customer Service Unit by emailing Bid.Info@phila.gov or by calling **(215) 686-4720** with questions.

GENERAL INFORMATION

This Invitation and Bid and Contract is issued under the Antidiscrimination Policy described in the Mayor's Executive Order 03-12. While there are no ranges for the participation of Minority (MBE), Woman (WBE) or Disabled (DSBE) Owned Business Enterprises (collectively, M/W/DSBEs) projected for this Bid, bidders are prohibited from discriminating in their selection of subcontractors and are encouraged to use their Best and Good Faith Efforts to solicit quotes from M/W/DSBEs on an equitable basis with other firms. See the Office of Economic Opportunity (OEO) Instructions and Form which is part of this Invitation and Bid and Contract.

Bid is Best and Good Faith Efforts.

FOR PROCUREMENT USE ONLY. DO NOT MAKE ANY MARKS IN THIS BOX.

Bid Security Fee ☐Yes ☐No Method (if paid with bid) _____ Check or M/O # _____

Bid Processing Fee ☐Yes ☐No Method _____ Check or M/O # _____

SECTION 1: GENERAL BID SUBMISSION

1.1 **TITLE: ELEVATOR, ESCALATOR AND DUMBWAITER MAINTENANCE AND REPAIR SERVICES FOR VARIOUS LOCATIONS**

SCHEDULE NO: 402

1.2 **CONTRACT TERM**: **06/01/2015 to 05/31/2016** ("Initial Term"), with an option to renew for up to two (2) additional one (1) year periods plus one seven month Renewal, ("the Renewal Term") exercisable, at the City's sole discretion, as of the expiration of the Initial Term or then current Renewal term. The City may, at its sole discretion, renew the contract for up to three (3) months at the beginning of each renewal period(s) (the "Additional Performance Period"), if a decision has been made not to renew the contract for an entire year.

1.2.1 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.

1.2.2 If an individual Performance 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 successful bidder 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 Paragraph 19, Default and Termination, of the attached SS&E Terms and Conditions of Bidding and Contract.

1.3 **CONTRACT TYPE: REQUIREMENTS**

1.3.1 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.

1.3.2 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 Security Fee / Performance Bond to cover units awarded to him.

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

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

1.6 **BID SECURITY**

1.6.1 In order to be an eligible Services, Supplies and Equipment bidder, all SS&E bidders must be enrolled in the City's New Annual Bid Security Program. The program covers the time period from **July 1, 2014 – June 30, 2015**. All bidders must complete the registration form and pay the **non-refundable** Annual Bid Security Program fee of one hundred dollars (**$100.00**) payable to the order of the "The City of Philadelphia". The fee must be submitted in the form of a company check, certified check, cashier's check, treasurer's check, bank money order, or United States postal money order.

The fee should be submitted, under separate cover, to the attention of **"Annual Bid Security Program"** at least one day prior to the first bid that the bidder wants covered under the program. If the bidder chooses to submit the completed registration form and payment for the Annual Bid Security Program with their bid, **company checks will not be accepted** and the payment **MUST** be in the form of a **non-refundable certified check, cashier's check, treasurer's check, bank money order, or United States postal money order** in the amount of one hundred dollars (**$100.00**) made payable to "The City of Philadelphia". Enrollment and payment of the Annual Bid Security Program must be completed in order to be eligible for bidding in accordance with Paragraph 2 of the "Services, Supplies, and Equipment (SS&E) Terms and Conditions of Bidding and Contract".

1.7 **BID INFORMATION**:

1.7.1 All information concerning this bid will be contained in this bid document as issued or amended.

1.7.2 Information provided verbally by any City official shall not be binding, relevant, or in any way considered to be a commitment by the City. The City will provide, in writing, any clarifications, changes, and/or other information deemed to be necessary.

1.7.3 **CONDITION OF EQUIPMENT**

1.7.3.1 It shall be the responsibility of the bidder to make a thorough examination of the various elevator sites and the equipment to be maintained, and become thoroughly familiar with all conditions affecting the work described.

1.8 **BID SUBMISSION**:

1.8.1 All bids submitted to the City of Philadelphia must adhere to the bid submission requirements. It is the bidder's responsibility to ensure all bid submission requirements are met. Failure to adhere to these instructions may result in the bid being disqualified.

1.8.2 Advertised sealed bid submittals shall be received at 10:30 AM Philadelphia local time in Room #170A, 1st Floor of the Municipal Services Building, located at 1401 JFK Boulevard, Philadelphia, Pennsylvania 19102, on the scheduled bid submittal date.

1.8.3 Vendors must submit their Bidder Qualification Package and Bid Documents Package to the City of Philadelphia **no later than 10:30 AM** on the scheduled bid submittal date. **BIDS MUST BE PLACED IN THE BID BOX** (slot located outside of Room 170A) prior to the scheduled bid submittal date**.** Bids that are not in the bid box prior to the scheduled bid submittal date may be disqualified.

1.8.4 It is the bidder's responsibility to ensure that the Bidder Qualification Package and Bid Documents Package are submitted in a timely manner and placed in the bid box prior to the scheduled bid submittal date. If the bid is being sent by courier or mailed, it is recommended that the bid be sent early. The bid should arrive at least one business day before the scheduled bid submittal date to ensure timely receipt.

1.8.5 All Bidder Qualification Package and Bid Documents Packages **must** be placed in a **sealed** envelope. **The Bid Number, Opening Date and Company Name MUST be clearly labeled on the envelope.** If the bid is being delivered by courier or express mail, the Bidder Qualification Package and Bid Documents Packages **must** be in a **separate** sealed envelope inside the courier's envelope or express mail. This is to ensure that all bids conform to the sealed bid process of the City of Philadelphia. Failure to do so may result in the bid being disqualified.

1.8.6 Vendor's bid submittal should be complete and include ALL information required as described in the various paragraphs of the bid document. All pricing must be completed on the forms provided and must be in **ink or typed**. The bid must be complete as to required bid signatures and corporate seal, and fully accept the terms and conditions contained in the bid. A bid submitted with counter terms and conditions may be disqualified.

1.8.7 **BID PROCESSING FEE:**

All bidders MUST submit with their bid a non-refundable company check, certified check, cashier's check, treasurer's check, bank money order, or United States postal money order to the order of the "The City of Philadelphia" in the amount of twenty-five dollars ($25.00) to cover the bid processing fee in accordance with Paragraph 3 of the "SS&E Terms and Conditions of Bidding and Contract". Failure to submit the bid processing fee may result in disqualification from bidding.

1.8.8 **LOCAL BIDDING PREFERENCE**

In accordance with Chapter 17-109 of The Philadelphia Code relating to Local Bidding Preferences and the Regulations promulgated thereto, this bid may be subject to a local bid preference[1]. In order to determine eligibility to receive the preference, if applicable, bidder must be certified as a Local Business Entity ("LBE") at the time of the bid opening and must submit with the bid its LBE Certification number as issued by the Procurement Department:

Bidder's LBE Certification Number_____

Further, through submission of this bid, bidder makes the following certification in connection with the grant of any local bidding preference which certification is incorporated into any contract resulting from this bid:

"Throughout the entirety of the contract, my company or my LBE certified subcontractor(s)[2] will perform the majority of any work on the subject contract within the geographic limits of the City of Philadelphia and my company or my LBE certified subcontractor(s) will maintain within the City a majority of the inventory or equipment that will be used on the contract or the amount of inventory that is customary for that industry."

If the Procurement Commissioner determines that the awarded bidder fails to comply with its certification at any time during the term of its contract, the awarded bidder's LBE certification will be revoked and the awarded bidder shall be deemed in substantial breach of such contract, shall be required to pay liquidated damages of 10% of the awarded contract amount, and may be debarred by the Procurement Commissioner in accordance with the Procurement Department Debarment Regulation for a period up to three years.

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. The Procurement Commissioner reserves the right to request any additional or clarifying information at any time prior to award of the contract, and during the performance of the contract.

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[1] For applicable bids of One Million Dollars or less, the preference is ten percent (10%); for all other applicable bids the preference is five percent (5%).

[2] If the Bidder relies upon LBE subcontractor(s) to perform the majority of the work and maintain the majority of the inventory or equipment within the City, the subcontractor(s)' LBE Certification Number and most recent annual affidavit of continuing eligibility must be submitted to the Procurement Department.

1.8.9 **BID QUESTIONS OR PROBLEMS**

In preparing the bid response, should any bidder need clarification on the bid requirements, identify a discrepancy in the specifications, determine that a specified product has been discontinued or an alternate procedure is advised, etc.; then the bidder is STRONGLY encouraged to bring these issues to the attention of the Procurement Department's Customer Service Unit prior to the bid opening by emailing bid.info@phila.gov, or 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 Mandatory Pre-Bid Meeting referenced in Paragraph 1.9 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 **NON-MANDATORY PRE-BID MEETING:**

A NON-MANDATORY Pre-Bid Meeting for all interested parties will be held on **Tuesday, March 24, 2015 at 12:00 P.M. at the Municipal Services Building, 1st Floor, Room 170A, 1401 J.F.K. 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 non-mandatory is not a requirement for bidding.

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

1.10 **BIDDER QUALIFICATION AND BID SUBMISSION**:

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

The first package must be identified as **Bidder's Qualification Package** and show Bid No. along with the name of the firm. The package should contain all of the information as requested in **Paragraphs 1.12 through 1.12.4.7**

The second package must be identified as **Bid Documents Package** and show Bid No. along with the name of the firm. This package must contain the fully executed bid documents (to include pricing pages, contract backer any Addendums, Bid Security and Bid Processing Fee) as requested in **Paragraph 1.13**.

1.10.2 Qualifications and bid information must be submitted to the City's Procurement Department no later than the time and date stated for bid submittal.

1.10.3 Qualifications and bid must be complete and should include all information required and as described in **Paragraphs 1.12 through 1.12.4.7** and **1.13** of this bid. Incomplete submission may result in bidder's disqualification for reasons of non-responsiveness.

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

1.10.5 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.

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

PRE-AWARD:

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

Name:_____

Address:_____

City/State/ZC:_____

Telephone No.(_____)_____ Ext.:_____

Fax No.(_____)_____

E-mail address_____

State Company Web Site Address:_____

CONTRACT CONTACT PERSON:

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

Name:_____

Address:_____

City/State/ZC:_____

Telephone No.(_____)_____ Ext.:_____

Fax No.(_____)_____

E-mail address_____

1.12 BIDDER QUALIFICATION PACKAGE

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 1.12, 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.

1.12.1 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 1.12.2.

3) Capabilities & References per Section 1.12.3.

4) Financial per Section 1.12.4

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 confide ntial 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."

1.12.2 **General Information:**

1.12.2.1 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.

1.12.2.2 The bidder must demonstrate a minimum of Ten (10) years experience in operating the business of elevator, escalator and dumbwaiter maintenance and repair services. The business operated by the bidder must be sufficiently similar in scope and nature to the maintenance and repair services called for by this Invitation and Bid. The bidder shall indicate the number of years and extent of services it has provided.

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

1.12.2.4 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.

1.12.2.5 Bidder shall submit documentation demonstrating that they have satisfactorily maintained equipment of the same scope and complexity as the equipment described in this Invitation and Bid

Bidder shall submit with their bid, a list of at least Three equivalent or large installations to which they have provided such service and contract.

1.12.2.6 **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.

1.12.2.7 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.

1.12.2.8 The bidder is to give the following assurances and information and covenants that as a bidder it is fully qualified to provide services as listed in Sections 2 and 5 and Procurement Department Specification 26-E-9e:06 of this Invitation and Bid.

1.12.2.9 Bidder shall provide to the City, in writing, a brief description on how it will meet each of the City's requirements stated in Sections 2 and 5 and Procurement Specification 26-E-9e:06.

1.12.2.9.1 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.

1.12.2.9.2 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).

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

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

1.12.3 Capabilities and References

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

1.12.3.2 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.

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

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

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

1.12.4 **Financial Information**

1.12.4.1 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.

1.12.4.2 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.

1.12.4.3 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.

1.12.4.4 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.

1.12.4.5 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.

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

1.12.4.7 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.

1.13 BID DOCUMENTS PACKAGE

This package must be identified as Bid Documents and show **Bid No. S5Z61160** along with the Package Bid submittal date and name of the firm. This package must contain the fully executed bid documents, pricing pages, contract backer, any addendums, Bid Security, and Bid Processing Fee. All bid pricing must be completed on the forms provided, be complete (bid on all items) and be in ink or typed. Bid must be complete as to required signatures and corporate seal. Any bid submitted with counter terms and conditions may be disqualified.

SECTION 2: SPECIFICATIONS

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

2.2 **Crew Requirements:**

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

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

2.3 **Vendor Contact Numbers:**

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

Vendor Contact Person (1):_____

Telephone Number:_____

Pager Number:_____

Fax Number:_____

E-Mail Address:_____

Vendor Contact Person (2):_____

Telephone Number:_____

Pager Number:_____

Fax Number:_____

E-Mail Address:_____

2.4 **Preventative Maintenance**

2.4.1 Regular Service Hours:

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

2.4.2 Outside of Regular Service Hours:

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

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

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

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

2.5.3 Work Authorization

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

Estimated number of hours and parts required for repairs.

Estimated completion time of repairs.

Estimated total cost for repairs

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

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

2.6 **Parts and Materials:**

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

2.7 **Pricing Information**

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

SECTION 3: BID EVALUATION AND AWARD

3.1 **EVALUATION:**

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

3.1.1 **Qualification Stage:**

3.1.1.1 The qualification information furnished by the bidders in accordance with Paragraphs 1.12 through 1.12.4.7 will be reviewed by the City of Philadelphia Procurement Department for determination as to bidder's ability to perform the scope of services listed.

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

3.1.1.3 The Procurement Department and Department of Public Property shall evaluate all on-time submissions.

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

3.1.1.5 **Reservation of Rights**

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

3.1.1.5.1 To qualify one (1) or more bidders

3.1.1.5.2 To reject any and all qualification information received pursuant to this request.

3.1.1.5.3 To supplement, amend, substitute or otherwise modify the qualification information request at any time prior to bidder qualification and to cancel this process with or without another qualification process or to extend the submittal date and request additional qualification; information prior to final determination of bidders eligible for award.

3.1.1.5.4 To request additional qualification Information (including information inadvertently omitted) and to conduct investigations with respect to the qualifications of each bidder submitting qualification information.

3.1.1.5.5 To expressly waive any defect or technicality in the qualification information received.

3.1.1.5.6 All bidders submitting qualification information will be informed in writing of the City's decision.

A. If a bidder's qualification information is determined to be non-responsive per the requirements of this bid, the bidder will be disqualified. Disqualification for non-responsiveness is final in the sole judgment and discretion of the City.

B. Bidders disqualified for reasons of responsibility who wish to appeal the decision must do so within two (2) business days of receipt of notification by the City.

3.1.1.5.7 Only those bidders determined qualified will be eligible for award. Bid packages from disqualified bidders will not be opened and will be returned unopened to the address specified in Section 1.11.

3.1.1.5.8 The City reserves the right to make site inspections of the contractor's facility, whether announced or unannounced prior to the award of this Invitation and Bid and during the life of the contract.

3.1.2 **Bid Evaluation Stage:**

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

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

3.1.2.1 Bids will be evaluated by the Procurement Department and the Department of Public Property.

3.1.2.2 Bids will be evaluated for responsiveness to the bid specifications and for responsibility of the bidders.

3.1.2.3 Bids which are determined to be non-responsive for reasons of:

(i) improper bid security
(ii) improper bid execution
(iii) incompleteness
(iv) offering counter terms and conditions
(v) improper or incomplete execution of OEO documents (if applicable)

may be disqualified by the City without notice to the bidder. 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 **LBE Calculation:**

In applying the 10% preference, if applicable, the bid price of the LBE will be multiplied by .90 and rounded to the second decimal place. In applying the 5% preference, if applicable, the bid price of the 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 the bid is awarded as a whole or by section, the local bid preference may be applicable. If the bid is awarded by line item, the local bid preference is not applicable.

Unless the Procurement Commissioner determines to waive the preference for the reasons stated in subsection 7b. of the LBE Regulation, an LBE, whose bid is otherwise responsive and responsible and who has submitted the required information, shall be granted the applicable bid preference on competitive bid(s) awards that are awarded as a whole or by section.

3.2.3 **PERFORMANCE SECURITY:**

For purposes of this bid only, the successful bidder is required to furnish an individual performance bond, issued by a surety approved by the City, in the amount of 100% of the contract award if $500,000.00 or greater as outlined in Paragraph 14 of "SS&E Terms and Conditions of Bidding and Contract".

3.2.4 **DISCLOSURES: SLAVERY ERA RECORDS, FEMALE EXECUTIVES AND SOLE SOURCE CONTRACTS.**

In accordance with Philadelphia Code Section 17-104 (2), 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 disclosure and/or any failure to comply with these requirements 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.

In accordance with Philadelphia Code Section 17-104 (3), bidder must provide the following information with its bid:

(i) the current percentage of female executive officers in the company and the current percentage of females on the company's executive and full boards;

(ii) the company's aspirational goals for the inclusion of females in executive positions and on the executive and full boards; and

(iii) the intended efforts by the contractor to achieve the aspirational goals.

This information should be submitted with the bid but the City reserves the right to allow bidder to submit this information at any time prior to award of a contract.

If this is a Sole Source Contract, bidder is subject to the disclosure requirements established under Chapter 17-1400 of The Philadelphia Code.

3.2.5 **INSURANCE:**

Insurance is a requirement for this bid in accordance with Paragraph 15 of the “SS&E 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 successful 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 other product/services that the vendor can supply that are similar to, but not specifically called for in this bid. The procedure for such acquisitions shall be as follows:

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

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 **$500.00** 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 **Approval of Work:**
All completed work shall be approved by the ordering department prior to approval for payment. Work must be completed in a first-class workmanlike manner to the absolute satisfaction of the City. The cost of any faulty or inadequate workmanship or parts will not be paid for by the department and must be assumed by the Contractor. In addition, the Contractor is responsible for picking up any delivered material that is rejected for non-compliance to specifications. Any and all costs associated with the return is to be at the sole expense of the Contractor.

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

4.2.11 **AUDITS**

The vendor agrees to provide the City with auditing privileges.

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

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

4.2.12 **Invoices/Receipts:**

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

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

4.2.12.3 Invoices should be sent in triplicate to each ordering department

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

4.2.12.3.2 See also item 4.1.2 above.

4.2.14 MINIMUM WAGE & BENEFITS AND PREVAILING WAGE.

If this bid is for the furnishing of services, except where services are incidental to the delivery of supplies or equipment, it is subject to Chapter 17-1300 of The Philadelphia Code and Mayoral Executive Order 03-14 which establish minimum benefits (health benefits and sick leave) and wages for employees. Please see Paragraph 29, "MINIMUM WAGE & BENEFITS AND PREVAILING WAGE." of the SS&E Terms and Conditions of Bidding and Contract.

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

a. All employees performing work under the contract shall be paid the applicable prevailing wages for the respective occupational classification(s) designated, as set forth in the wage schedule attached; and in addition, be given the applicable current prevailing working conditions during the entire period of work under the contract. Such working conditions are those which are given to employees pursuant to a bona fide collective bargaining agreement for the applicable craft, trade, or industry in the Philadelphia area on the date these specifications are issued.

b. City may withhold from any sums due to the contractor under each contract so much as may be necessary to pay the employees the difference between wages required to be paid thereby and the wages actually paid to such employees, and the City may make such payments directly to the appropriate employees.

c. Each contractor shall require all subcontractors to comply with and be bound by all of the provisions of this section of the contract & Section 17-107 of the Philadelphia Code.

d. Every contractor and subcontractor shall keep an accurate record showing the name, address, occupational classification, wages and other benefits paid or provided and number of hours worked for each employee assigned to city-work, and such record shall be preserved for two (2) years from the date of payment. The contractor shall make his employment and accounting records available for inspection by authorized representatives of the Labor Standards Unit of the MDO, at all reasonable hours, and shall permit such representatives to interview employees during working hours on the job.

e. All contractors and subcontractors performing city-work shall automatically file with the , Labor Standards Unit of the MDO, a certified statement setting forth the name, address, occupational classification, wages and other benefits paid or provided and number of hours worked with respect to each employee performing city-work. Such statement shall be made weekly for each preceding weekly period.

The certification shall affirm that the statement is correct and complete, that the wages set forth therein are not less than those required by the contract for city-work and that the occupational classification set forth for each employee conforms with the work he performed.

f. Nothing herein shall preclude the payment by the contractor of wages at rates higher than those specified as the prevailing wages in the applicable attached schedule. However, no increases in any contract price shall be allowed or authorized on account of the payment of wages in excess of those so specified or on account of wage increases granted hereafter. No increases above the amounts specified in the applicable attached schedule will be required by any contract during the term thereof except in the case of an error or omission in such schedule. Such an error or omission shall be called to the attention of the Labor Standards Unit of the MDO, as promptly as possible; but the remedying thereof by the Department shall not constitute grounds for withdrawal of a bid or cancellation of a contract, nor for an increase in the contract price or other claim or recovery against the City nor a ground for failure or refusal to pay the applicable proper prevailing wage to all employees.

g. The prevailing wages required hereby shall be paid unconditionally without any subsequent deduction or rebate of any kind except in accordance with prevailing payroll deduction practices. Any assignment of wages by an employee for the direct or indirect benefit of the contractor shall constitute a violation of this section; and any purported release of rights hereunder by an employee shall be void and of no effect.

h. It is the responsibility of all bidders and contractors to inform themselves of all prevailing working conditions, including, without limitation, proper classifications, length of workday and work week, 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	*$51.01*	*$28.685*

Notes of Interest:

(1) On all overtime hours, fringe benefits will be paid at the Straight (base) rate only.

(2) Contractors are advised to contact the Procurement Department with any questions regarding job classifications, prevailing wage rates, fringe benefits, and area working conditions.

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

4.4 **PRICE INCREASE/DECREASE LANGUAGE:**

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

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

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

or

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

For each renewal 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.

4.4.2 Failure to notify the City within the time frame specified in 4.4.1 will result in a commensurate delay in implementing the price change.

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)

NOTE:
Unit Price(s) quoted below (Section 5: Pricing), will prevail in case of any discrepancy(ies) between Unit Price and "Amount" and will be the determining factor in establishing applicable contract amount(s)/award.

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

Elevator Maintenance and Repair Services

5.1 **Initial Conditions Report**

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

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

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

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

5.2 Through 5.7 (GROUPS A-F)

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

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

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

		Quantity	Unit of Measure	Unit Price	Extended Total Amount
5.2.1	**26033 002 000** Central Library 1901 Vine Street Elevator Numbers- 1,2,3,4,5,6,7, & 8 **(Unit price per month inclusive of ALL Eight Elevators Total)**	12	MO	$_____	$_____
5.2.2	**26033 002 001** Central Library 1901 Vine Street Elevator (Dumbwaiters) Nos. 10, 13, 14,15,18,19, 20, 21, 22, & 23 **(Unit price per month inclusive of ALL Ten Dumbwaiters Total)**	12	MO	$_____	$_____

		Quantity	Unit of Measure	Unit Price	Extended Total Amount
5.2.3	**26033 002 017** Fishtown Library 1217 E. Montgomery Avenue Passenger Elevator	12	MO	$_____	$_____
5.2.4	**26033 002 018** Overbrook Park Library Dumbwaiter	12	MO	$_____	$_____
5.2.5	**26033 002 019** Northeast Regional Library Cottman & Oakland Sts. (1 microprocessor controlled hydraulic passenger elevator-Ascension 2000)	12	MO	$_____	$_____
5.2.6	Various Branches, One Dumbwaiter at each Location.				

	AGENCY	LOCATION				
5.2.6.1	**26033 002 002** City Institute Phila. 19th & Locust St.	12	MO	$_____	$_____

		Quantity	Unit of Measure	Unit Price	Extended Total Amount
5.2.6.2	**26033 002 003** Bushrod Castor Avenue & Stirling St.				
		12	MO	$_____	$_____
5.2.6.3	**26033 002 004** Frankford Frankford & Overington St.				
		12	MO	$_____	$_____
5.2.6.4	**26033 002 005** Nicetown-Tioga 3720 N. Broad St.				
		12	MO	$_____	$_____
5.2.6.5	**26033 002 007** Lovett 6945 Germantown Memorial Avenue				
		12	MO	$_____	$_____
5.2.6.6	**26033 002 008** Wynnefield 54th & Overbrook Avenue				
		12	MO	$_____	$_____

		Quantity	Unit of Measure	Unit Price	Extended Total Amount
5.2.6.7	**26033 002 009** Greater Olney 5th St. & Tabor Rd				
		12	MO	$_____	$_____
5.2.6.8	**26033 002 010** Roxborough 6425 Ridge Avenue				
		12	MO	$_____	$_____
5.2.6.9	**26033 002 011** Widener 2531 W. Lehigh Ave.				
		12	MO	$_____	$_____
5.2.6.10	**26033 002 012** Torresdale 3079 Holme Ave.				
		12	MO	$_____	$_____

5.2.7 **REGIONAL LIBRARIES**

	AGENCY	**LOCATION**			
5.2.7.1	**26033 002 014** Northeast Regional Cottman & Oakland Sts. (one elevator)				
		12	MO	$_____	$_____

		Quantity	Unit of Measure	Unit Price	Extended Total Amount
5.2.7.2	**26033 002 015** West Phila. Regional 52nd & Sansom Sts. (one elevator)				
		12	MO	$_____	$_____
5.2.7.3	**26033 002 016** Northwest Regional Chelten Avenue Greene Street (one elevator)				
		12	MO	$_____	$_____
5.2.7.4	**26033 002 200** Frankford Branch 4634 Frankford Ave. (1 Handicap Lift)				
		12	MO	$_____	$_____
5.2.7.5	**26033 002 201** Tacony Branch 6742 Torresdale Ave. (1 Handicap Lift)				
		12	MO	$_____	$_____
5.2.7.6	**26033 002 202** Queen Memorial Branch 1201 South 23rd Street (**Unit price per month inclusive of 2 Handicap Lifts)**				
		12	MO	$_____	$_____

		Quantity	Unit of Measure	Unit Price	Extended Total Amount
5.2.7.7	**26033 002 020** Bushrod Branch 6304 Castor Avenue (1 Hydraulic Passenger Elevator)				
		12	MO	$_____	$_____
5.2.7.8	**26033 002 021** Andorra Library 705 East Cathedral Rd. (1 Hydraulic Passenger Elevator)				
		12	MO	$_____	$_____
5.2.7.9	**26033 002 022** Oak Lane Library 6614 North 12th Street (1 Hydraulic Passenger Elevator)				
		12	MO	$_____	$_____
5.2.7.10	**26033 002 023** Kingsessing Library 1201 South 51st Street (1 Hydraulic Passenger Elevator)				
		12	MO	$_____	$_____
5.2.7.11	**26033 002 024** Wyoming Library 231 East Wyoming Avenue (1 Hydraulic Passenger Elevator)				
		12	MO	$_____	$_____

		Quantity	Unit of Measure	Unit Price	Extended Total Amount
5.2.7.12	**26033 002 028** Walnut Street West Branch 201 S. 40th Street (1 Thyssen Hydraulic 2 Stop Elevator)				
		12	MO	$_____	$_____
5.2.7.13	**26033 002 026** Haddington Library 446 N. 65th Street (1 Hydraulic Passenger Elevator)				
		12	MO	$_____	$_____

5.3 **(GROUP B): PRISONS**
Contact Person:
Facility Maintenance Supervisor
Willie Lewis – 215-685-8490

5.3.1	**26033 004 001** **HOUSE OF CORRECTION** 801 State Road Freight Elevator				
		12	MO	$_____	$_____
	26033 004 013 Kitchen Elevator				
		12	MO	$_____	$_____

		Quantity	Unit of Measure	Unit Price	Extended Total Amount
5.3.2	**DETENTION CENTER** 8201 State Road				
5.3.2.1	**26033 004 002** Passenger Elevator				
		12	MO	$_____	$_____
5.3.2.2	**26033 004 003** Passenger Elevator New Wing, Health Services				
		12	MO	$_____	$_____
5.3.3	**PHILADELPHIA INDUSTRIAL CORRECTION CENTER** 8301 State Road				
5.3.3.1	**26033 004 004** Administration Area #1 Elevator travels 2 floors & #2 Elevator travels 2 floors **(Unit price per month inclusive of 2 Passenger Elevators)**				
		12	MO	$_____	$_____
5.3.3.2	**26033 004 005** Medical Area Passenger Elevator Travels 2 Floors				
		12	MO	$_____	$_____

		Quantity	Unit of Measure	Unit Price	Extended Total Amount
5.3.3.3	**26033 004 006** Medium Security Area Passenger Elevator Travels 3 floors				
		12	MO	$_____	$_____
5.3.3.4	**26033 004 007** Maximum Security Area Passenger Elevator Travels 3 floors				
		12	MO	$_____	$_____

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

5.4.1 **PHILADELPHIA NURSING HOME**
Contact Person:
Building Maintenance Superintendent
Glen Wood – (215) 796-2223

5.4.1.1	**26033 006 013** Nursing Home Services Corinthian & Girard Aves. (Stores #37) Otis Elevator- Passenger #14				
		12	MO	$_____	$_____

		Quantity	Unit of Measure	Unit Price	Extended Total Amount
5.4.1.2	**26033 006 014** Nursing Home Services Corinthian & Girard Aves. Paris Elevator - Freight #16 Building #5 (Warehouse)				
		12	MO	$_____	$_____

5.5 **(GROUP D)** **HEALTH DEPARTMENT**
Contact Person:
Building Maintenance Superintendent
Glen Wood – (215) 796-2223

5.5.1 **Medical Examiner's Office-321 University Avenue**

Corbett Elevators, two (2)

5.5.1.1	**26033 001 100** One (1) 3000 lbs.				
		12	MO	$_____	$_____
5.5.1.2	**26033 001 101** One (1) 2000 lbs.				
		12	MO	$_____	$_____

		Quantity	Unit of Measure	Unit Price	Extended Total Amount
5.5.2	**26033 006 006** **Health Department** 500 S. Broad St. Passenger Elevators Two (2) Units (**Unit price per month inclusive of 2 Passenger Elevators)**				
		12	MO	$_____	$_____
5.5.3	**26033 006 010** Health Administration Bldg. Health Center #3 555 S. 43rd Street One Dumbwaiter				
		12	MO	$_____	$_____
5.5.4	**26033 006 011** Health Center #4 4400 Haverford Avenue One Passenger Elevator, One Dumbwaiter (**Unit price per month inclusive of 1 Elevator and 1 Dumbwaiter)**				
		12	MO	$_____	$_____
5.5.5	**26033 006 018** Health Center #9 131 East Chelten Avenue One Dumbwaiter				
		12	MO	$_____	$_____

	Quantity	Unit of Measure	Unit Price	Extended Total Amount

5.6 **(GROUP E) WATER DEPARTMENT**

5.6.1 **TORRESDALE FILTERS, PLANT**
9001 STATE ROAD
Contact Person
Facilities Maintenance Supervisor
Donald Farrell – (215) 685-8023

5.6.1.1 **26033 009 000**
Pre-Treatment
Building
One (1) Freight
Elevator

12	MO	$_____	$_____

5.6.1.2 **26033 009 001**
Post-Treatment
Building One (1)
Combination
Freight and Passenger Elevator

12	MO	$_____	$_____

5.6.2 **QUEEN LANE FILTERS**
3545 FOX STREET
Contact Person:
Facilities Maintenance Supervisor
Robert Siegrist- (215) 685-2123

5.6.2.1 **26033 009 002**
Pre-treatment
Chemical building
One (1) freight
Elevator

12	MO	$_____	$_____

		Quantity	Unit of Measure	Unit Price	Extended Total Amount
5.6.3	**BELMONT FILTER PLANT,** 4300 FORD ROAD Contact Person: Facilities Maintenance Supervisor Dennis Wilkerson – (215) 685-0226				
5.6.3.1	**26033 009 003** Chemical Building One (1) Freight Elevator	12	MO	$_____	$_____
5.6.4	**S.W.P.C.P.** 8200 ENTERPRISE AVENUE Contact Person: Facilities Maintenance Supervisor Paul Day – (215) 685-4027				
5.6.4.1	**26033 009 004** Hydraulic, 12,000 lbs. Storeroom	12	MO	$_____	$_____
5.6.4.2	**26033 009 005** "Watson" 1,500 lbs.	12	MO	$_____	$_____
5.6.5	**NORTHEAST, W.P.C.** 3900 RICHMOND STREET Contact Person: Facilities Maintenance Supervisor Richard Stasiorowski – (215) 685-1304				

		Quantity	Unit of Measure	Unit Price	Extended Total Amount
5.6.5.1	**26033 009 008** P.T.B. Building 2,500 lb. "Otis"				
		12	MO	$_____	$_____
5.6.6	**CENTRAL LABORATORY** 1500 E. HUNTING PARK AVENUE Contact Person: Facilities Maintenance Supervisor Brian Serbin – (215) 685-1411				
5.6.6.1	**26033 009 013** Passenger Elevator Hydraulic (1) 2,500 lbs. Millar				
		12	MO	$_____	$_____

5.7 **(GROUP F) RECREATION DEPARTMENT**

5.7.1	**26033 008 004** **Robin Hood Dell** 32nd & Ridge Avenue & Strawberry Mansion Drive Contact Person: Frank Fabey – (215) 683-3635 One elevator				
		6	MO	$_____	$_____

		Quantity	Unit of Measure	Unit Price	Extended Total Amount
5.7.2	**26033 008 005** **LONNIE YOUNG RECREATION CENTER** 1101 E. Chelten Avenue Contact Person: Frank Fabey – (215) 683-3635 One Elevator (2,500 lbs., 3-Stop, Cemco Lift Hydraulic Elevator)	12	MO	$_____	$_____
5.7.3	**26033 008 011** **Lloyd Hall** 1 Kelly Drive Contact Person: Frank Fabey – (215) 683-3635 One Hydraulic Elevator	12	MO	$_____	$_____
5.7.4	**26033 008 006** **Cobbs Creek Environmental** 700 Cobbs Creek Parkway Contact Person: Frank Fabey – (215) 683-3635 One Hydraulic Elevator	12	MO	$_____	$_____

		Quantity	Unit of Measure	Unit Price	Extended Total Amount
5.7.5	**26033 008 007** **Fairmount Water Works** 640 Waterworks Drive Contact Person: Frank Fabey – (215) 683-3635 Two Hydraulic Elevators (**Unit price per month inclusive of 2 Passenger Elevators)**	12	MO	$_____	$_____
5.7.6	**26033 008 008** **Ryers Museum** 7370 Central Avenue Contact Person: Frank Fabey – (215) 683-3635 One Hydraulic Elevator	12	MO	$_____	$_____
5.7.7	**26033 008 009** **Belmont Mansion** 2000 Belmont Mansion Drive Contact Person: Frank Fabey – (215) 683-3635 One Hydraulic Elevator	12	MO	$_____	$_____
5.7.8	**26033 008 010** **Afro American Museum** 701 Arch Street Contact Person: Frank Fabey – (215) 683-3635 One Hydraulic Elevator	12	MO	$_____	$_____

		Quantity	Unit of Measure	Unit Price	Extended Total Amount
5.8	**Repair Services (Contract Extras) Outside of Scheduled Preventative Maintenance**				
	Bidder shall submit a Labor Rate per hour for each of the following items:				
5.8.1	**26033 000 001** Labor Rate per hour for Mechanic During regular service hours (8:00 AM – 5:00 PM)	30	HR	$_____	$_____
5.8.2	**26033 000 002** Labor Rate per hour for Mechanic Outside of regular service hours (5:00 PM– 8:00 AM)	15	HR	$_____	$_____
5.8.3	**26033 000 003** Labor Rate per hour for Crew (Each crew shall consist of One Mechanic and One Apprentice) During regular service hours (8:00 AM – 5:00 PM)	80	HR	$_____	$_____
5.8.4	**26033 000 004** Labor Rate per hour for Crew (Each crew shall consist of One Mechanic and One Apprentice) Outside of regular service hours (5:00 PM – 8:00 AM)	10	HR	$_____	$_____

		Quantity	Unit of Measure	Unit Price	Extended Total Amount

5.8.5 **26033-000**

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

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

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

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

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

_____

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

5.9.1 **26033 000 005**

Unit Price for 5 Year Hydraulic Elevator Pressure Relief Valve Test per each Elevator

10	EA	$_____	$_____

5.9.2 **26033 000 006**

Unit Price for 3 Year Hydraulic Elevator Pressure Relief Valve Test per each Elevator

10	EA	$_____	$_____

		Quantity	Unit of Measure	Unit Price	Extended Total Amount
5.9.3	**26033 000 007** Unit Price for Semi-Annual Inspection per each Elevator	100	EA	$_____	$_____

Extended Total Bid Amount (Unit Price X Quantity for all items bid.) **$**_____

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: _____

PROCUREMENT DEPARTMENT SPECIFICATION

26-E-9e:06

ELEVATOR AND ESCALATOR MAINTENANCE

PROCUREMENT DEPARTMENT **No. 26-E-9e:06**
Standards Division **Supersedes 26-E-9d:02**
SPECIFICATION **Effective Date: 1/1/07**

ELEVATOR AND ESCALATOR MAINTENANCE

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

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

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

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

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

DEPARTMENT OF PUBLIC PROPERTY FACILITY MANAGEMENT DIRECTOR

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GENERAL CONDITIONS

1.01 Scope of Specifications

1. The following specifications cover the maintenance of vertical transportation equipment listed in the bid form.

2. There shall be no additional cost to the City for labor or materials beyond the monthly contract price quoted in Contractor's bid, except for "contractor extras" as provided for in the paragraph "Bids for Contract Extras" in the Invitation and Bid.

3. In all cases where a device or part of equipment is herein referred to in the singular manner, such reference shall apply to as many such devices as required to complete the work.

1.02 Definition of Terms

1. The term owner, as used herein, refers to the City of Philadelphia.

2. The terms elevator contractor, or contractor, as used herein, refers to any person, partners, firm or corporation having a contract with the City of Philadelphia to furnish labor and materials for the execution of the work herein described.

3. The term subcontractor, as used herein, refers to any person, partners, firm or corporation having a contract with the contractor to furnish labor and materials for the execution of the work herein described.

4 The term inspecting authorities, as used herein, refers to authorized agents of governments, including the City of Philadelphia, and of insurance groups which are charged with the responsibility of carrying out periodic inspections and tests on vertical transportation equipment.

5 All terms in the specifications that are not otherwise defined shall have the definitions as given in ASME A17.1 code for elevators, dumbwaiters, escalators and moving walks.

1.03 **Codes and Ordinances**

1. All work to be performed must be in accordance with the building codes, by-laws, regulations and requirements of the local, state and federal authority in effect at the time of the execution of the work.

2. All work to be performed must be in accordance with the latest requirements of the Commonwealth of Pennsylvania Elevator Regulations - 34 PA Code, Chapter 7, ASME A17.1, A17.2, A17.3, A17.4 Codes and the National Electrical Code - ANSI/NFPA 70.

3. In the event of changes in building codes, by-laws, regulations and/or requirements of local, state or federal government mandates, contractor shall provide notification, in writing, to the Chief, Building Services Division, of any regulations or requirements known to be in process which might affect the acceptability of the completed installation.

4. Changes in codes or regulations which result in contract extras, as defined in paragraph 1.09 herein, shall be governed by the "Bid for Contract Extras" paragraph of the Invitation and Bid.

1.04 **Existing Equipment: Checking**

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

1.05 **Occupied Buildings**

1. When providing maintenance/repair services in occupied buildings, contractor shall insure that normal routine can carry on while work is being done.

2 Contractor shall take proper care to avoid unnecessary noise, clutter or obstruction in the corridors, and arrange for storage of materials and tools where they will cause minimum inconvenience.

3. Where excessive noise or obstruction is unavoidable, contractor shall advise the Chief, Building Services Division, ahead of time and make suitable arrangements.

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

1.06 **Protection of work property and accident**

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

1.07 **Removal of equipment and rubbish**

1. Contractor shall remove all rubbish as fast as it accumulates, keep the building and premises clean during the progress of the work, and leave the premises at completion in perfect condition as far as the work under this specification is concerned.

2. The Contractor shall promptly deliver to the City a full written account of an accident that may occur involving personnel employed by either the Contractor or the Subcontractor and injury or property damage sustained within the facility covered by the Invitation and Bid.

1.08 **Specification corrections**

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

1.09 **Contract extras**

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

1.10 **Price Adjustment**

1. The Owner may during the life of this Contract decide to modernize any of the Vertical Transportation systems in which case the Owner can remove this system from the Contract with written notice to the successful bidder thirty (30) days prior to the date of removal. At the time of removal the amount awarded shall be reduced by the monthly amount bid for the removed system times the number of months remaining on the Contract. The Contractor shall deliver to the Owner a complete sets of "As-built/As modified" electrical supervisory control wiring diagrams for the removed system.

2. If a system is shut down more 72 continuous hours for any reason, except for repairs previously scheduled with the Owner, the maintenance billing for that system shall be suspended until the unit is restored to service.

ALL ELEVATORS AND ESCALATORS–SCHEDULED MAINTENANCE

2.01 **Maintenance purpose**

1. The purpose of the maintenance program is to prolong the life of the equipment, to secure the City of Philadelphia's equity and to provide trouble-free service.

2. Keep the equipment in substantially new condition, and maintain its performance as new.

2.02 **Maintenance frequency**

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

2.03 **Maintenance minimum standard**

1. Perform to these specifications as a minimum standard.

2.04 **Maintenance log book**

1. Provide a maintenance log in a permanently bound journal having pre-numbered pages.

2. Indicate in the journal the following information: date, time, name of responsible maintenance man, regular maintenance, call-backs, action taken, work completed, and further repairs required.

3. The journal is the property of the City of Philadelphia.

4. Contractor shall update the journal on a regular basis, make sure that he journal remains on the City premises, and make available for inspection by the City of Philadelphia at any time.

5. Contractor shall make all entries in ink, legibly, consecutively and without blanks.

2.05 **Maintenance: Time Tickets**

1. Show on each regular maintenance time ticket the division of work and detail the portion of that division completed.

2. Submit time tickets for each call-back, consecutively and without blanks.

2.06 **Maintenance: Manuals**

1. Contractor shall continually update, as required, repair service manuals and field training for its personnel in accordance with Standard Industry practices.

2. Contractor shall maintain a complete set of wiring diagrams in good condition. Drawings shall be consistently modified to "as-built" condition to reflect any changes, modifications, part replacements and equipment upgrades made by the Contractor during the term of this Contract. At the termination of the Contract, the Owner shall retain sole possession of the "as-built" drawings which become City property.

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

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

2.07 **Maintenance: Personnel**

1. Contractor shall ensure that its employees obey all rules and regulations on the listed contract and maintain a professional appearance when working on the City location(s).

2. All personnel employed by the Contractor and assigned to work within the facility shall be attired in uniforms which conspicuously identify such persons as representatives of the Contractor.

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

2.08 **Maintenance: Coordination with owner**

1. At the commencement of each routine maintenance inspection the Contractor shall notify the designated City Representative, for the Department with whom the services will be provided.

2. Contractor shall have assess the operation of the equipment and take immediate action to remedy any problems.

3. Should a problem be of a nature that cannot be satisfactorily resolved during that visit, the Contractor shall report back to the Chief, Building Services Division, explaining why it was not possible to correct the problem and when the problem will be resolved.

2.09 **Maintenance: Repairs**

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

   In the case of non-scheduled repairs under the maintenance contract where the equipment is required to be taken out of service, the Chief must be advised immediately.

2. In all cases, the Contractor shall provide a status report of repairs to the Chief, Building Services Division, at the beginning and close of the normal working day.

3. Where possible, Contractor shall indicate the time required for completion of repairs.

2.10 **Maintenance: Safety Devices**

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

2.11 **Maintenance: Safety Inspections**

1. Contractor shall carry out all instructions of the inspecting authorities including authorized alterations and additions as described in 1.09 "Contract Extras," within thirty (30) days of notice of deficiency, or within

the time limits set by the inspecting authorities if sooner, except for those items that are the responsibility of the City of Philadelphia and directives resulting from changes to the existing codes.

2.12 **Maintenance: Assistance for inspections**

1. Contractor shall Provide all necessary cooperation and assistance to the City, to allow for inspections of the equipment.

2. In the event that this requires the supply of more than one crew for more than three (3) hours per day per unit, such supply must be provided to the City at no additional cost beyond the monthly contract price.

ALL ELEVATORS ONLY –SCHEDULED MAINTENANCE

2.13 **Maintenance: Performance only**

1. During the first three months of the contract, contractor shall adjust the equipment so that the minimum standards of performance and operating times are met, contractor shall continue to and maintain these standards throughout the term of the contract.

2. Adjust the speed control and dispatching for group supervisory or multi-car installations to operate within original design standards.

3. Adjust the acceleration, deceleration and final stopping so that no obvious or objectionable bumps are felt at any point.

4. Adjust the door operator to operate smoothly and quietly with a minimum of bouncing between the hall door rollers and car door clutch drive.

5. Adjust the automatic leveling devices to stop the car at all floors consistently within 0.5 inch of level regardless of lead.

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

1. Adjust the equipment so that the elapsed time to travel one typical floor does not exceed time specified below:

2. Measure this time under the following conditions:

   (a) A typical floor shall not exceed 13 feet.

   (b) Floor level is considered to be within 0.5 inch of level.

(c) The time starts when the fully opened doors begin to close and continues until the car is stopped level with the next floor and the car and hall doors are open to three-quarters of their fully open position.

(d) The time is measured with full load in the car and in both directions of travel.

(e) The power door operation for the hall and car doors conforms to the elevator code requirements.

3. Adjust the equipment so that for other conditions of loading, the time does not vary more than five percent.

4. Adjust the equipment so that the operating time as set below is compatible with dependable, consistent operation without undue wear or excessive maintenance and so that this operating time can be readily maintained over the life of elevator installation.

5. Adjust the equipment so that, with the control adjusted to give the required time, the elevator operates under smooth acceleration and retardation and provides a comfortable and agreeable ride to the passengers.

6. Provide these operating times for the capacity and door operation indicated.

7. Capacity divisions are,

   (a)–(GR) - greater than 2500 pounds
   (b)–(LS) - less than 2500 pounds

8. Door operation divisions are,

   (a)–(WAO) - with advance opening
   (b)–(NAO) - no advance opening

9. Speed range - less than 175 fpm

(GR)	(NAO)	12.9 sec. elapsed time
(GR)	(WAO)	10.4
(LS)	(NAO)	14.8
(LS)	(WAO)	12.3

10. Speed range - 175 to 275 fpm

(GR)	(NAO)	12.3
(GR)	(WAO)	9.9
(LS)	(NAO)	14.1
(LS)	(WAO)	11.7

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

11. Speed range - 275 to 325 fpm

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

12. Speed range - 325 to 475 fpm

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

13. Speed range greater than 475 fpm

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

2.15 **Maintenance: Out-of-service signs**

1. When an elevator/escalator is taken out 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 and the machine room.

(k) Relamp inoperative signal lamps, hallway lantern lamps and car stations.

(l) Clean elevator pit. Check for leaks.

(m) Check operation of buffer switch, compensating switch and emergency stop switch. Make necessary adjustments for proper operation.

(n) Check brake operation. Inspect drum and shoe clearance and adjust as necessary.

(o) Check car top exit and associated switches for proper operation.

(p) Lubricate all equipment points as required by manufacturer's specifications.

(q) Coordinate with Owner and test operation of fire recall service and emergency communication system. Report malfunctions and collaborate in correcting any problems.

(r) Geared machines only (Specification 26-E-9e:06 par. 4.03 and 6.03). Inspect gear thrust end play for bearing wear. Check gear for leaks.

(s) Hydraulic machines (Specification 26-E-9e:06 par. 5.03). Test for excessive creeping. Adjust as necessary.

3.04 **Maintenance: Quarterly Checks**

1. Perform the following duties at least once every three months:

   (a) Check brushes in rotating electrical equipment for freeness and tension. Replace those brushes having 40% or less of their original length remaining.

   (b) Thoroughly clean rotating electrical equipment with vacuum and blower and lubricate bearings.

   (c) Check rotating electrical equipment connections.

   (d) Check communication for oil or foreign matter and clean thoroughly if dirty.

   (e) Clean the controller with blower and vacuum and inspect each relay for wear.

   (f) Check all protective circuits and devices on controller.

   (g) Check resistors for indications of overheating and if overheating is found, locate and correct the problem.

   (h) Check operation and hoist way doors and adjust where necessary.

   (i) Check door interlocks, door guides, door hanger wheels and door closer cables.

   (j) Vacuum hoist ways from top to bottom.

   (k) Inspect and check for proper operation of the limit stopping devices.

   (l) Clean roller guides.

   (m) Check selector tape fastenings and switches.

   (n) Check and lubricate the compensating sheave.

   (o) Check and lubricate the governor tension sheave.

(p) Check and lubricate the governor.

(q) Check the buffers and the buffer oil.

(r) Clean top of cars. Remove all dirt, dust and oil.

(s) Clean and lubricate car fans.

3.05 **Maintenance: Yearly Checks**

1. Perform the following duties at least once every year:

(a) Check mg star-delta changeover device.

(b) Check operation of overloads. Adjust if necessary.

(c) Check car operating station

(d) Check door operator, clean and lubricate pivot points.

(e) Clean guild rails.

(f) Check all hall buttons and their connections.

(g) Check rope hitches.

(h) Inspect ropes for wear in accordance with standards for elevator wire rope inspection, and check tension.

(i) Perform an annual no-load safety test in accordance with applicable provisions of the ASME A17.1 Code. Every fifth year, conduct a full-load safety test in accordance with the applicable provisions of the ASME A17.1 code. Forward a declaration certifying the successful completion of this test to the Commonwealth of Pennsylvania Elevator Division with a copy to the Chief, Building Services Division.

(j) Perform a safety test. Forward to the Chief, Building Services Division, a declaration certifying the successful completion of the test

(k) Check all sheaves and shafts for soundness and wear.

(l) Check the emergency terminal slowdown device.

(m) Check traveling cables for wear.

(n) Using an event recorder (PPA-5900 or equivalent), record data for a complete day of normal operation and submit the recorded data to the Chief, Building Services Division, for evaluation and checking.

(o) Completely dismantle the brake assembly. Clean and inspect for wear. Replace defective parts. Lubricate bearings and pivot points.

(p) Check all controller components for signs of overheating or wear. Verify relays, timers, overload relays and fuses for proper settings. Adjust or replace to meet the required values.

(q) Dust hoistway's walls. Clean top, bottom and sides of car. Clean counterweight.

(r) Manually test safety mechanisms before performing the annual safety tests.

3.06 **Maintenance: Two Year Checks**

1. Perform the following duties at least once every two years:

(a) Re-adjust the equipment for proper slowdown, acceleration and stopping operations.

(b) Check hangers and junction box connections.

(c) Check guild rail fastenings.

(d) Review the control system operation with the Chief, Building Services Division and, subject to the results of this review, readjust the equipment as required.

3.07 **Maintenance: Manufacturers' Parts**

1. Use genuine manufacturers' parts where at all possible.

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

3.08 **Maintenance: Parts immediately available**

1. The following spare parts, on a per elevator basis, (where applicable) shall be reserved for use on the equipment but stored off-site. They shall be available, on-site, within eight (8) hours.

   (a) One car door sheave.

   (b) Door closers: one complete door closer assembly.

   (c) Door gibs: two sets of door gibs for car and hall doors.

   (d) One safety-edge microswitch (if used).

   (e) Three fuses of each size used in the controllers and in the main line disconnects.

   (f) One complete hall station assembly of each type.

   (g) One hall door sheave.

   (h) Door locks: one complete door interlock.

   (i) Position indicators: 12 signal lamps.

   (j) Relays: one complete relay of each type with spare contacts and coils.

   (k) Controller resistors: one complete set of controller resistors.

   (l) One of each of springs, stationary contacts and moving contacts for stepping switches or selectors.

(m) An adequate supply of cleaning solvent, wipers, general purpose oil, buffer oil and door operator oil.

(n) One emergency stop switch.

3.09 **Maintenance: Parts readily available**

1. Arrange that the following spare parts (where applicable are readily available from your local office.

   (a) One roll of selector tape of sufficient length to replace the longest tape used on the equipment.

   (b) One complete safety edge assembly.

   (c) One complete roller guide assembly of each size used.

   (d) In addition to the above, keep spares for parts used in quantity on the equipment in the ratio of one spare for every 100 such parts.

   (e) One replacement electronic door safety proximity detector.

3.10 **Maintenance: Tools On-site**

1. Keep the following tools on-site and in good working order:

   (a) One dozen contact cleaners.

   (b) Two sets of contact adjusting tools.

   (c) Signs required for routine maintenance and repairs.

2. Inspect all tools regularly and maintain in working order.

3.11 **Maintenance: Tools readily available**

1. Arrange that the following tools are readily available, in good working order, from your local office:

   (a) Babbitting equipment including heater, ladle.

   (b) Twelve cable pullers.

(c) Two chain blocks or lift pulls.

(d) One dial gauge (with magnetic base).

(e) Two sets of feeler gauges.

(f) One F.E.T. volt-ohm-millimeter.

(g) Four wire rope slings.

(h) One stop watch.

(i) One tachometer.

(j) Six-thousand pounds of test weights and a dolly.

4.01 **MAINTENANCE: GEARED PASSENGER ELEVATORS: GENERAL**

1. Repair or replace, as and when required:

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

4.02 **Maintenance: Schedule**

1. Where the applicable equipment has been installed, perform all the following duties as described.

2. In the course of the examination, should faulty parts be discovered, replace them at once, and should any unusual operations or noises be found take corrective action immediately.

3. Schedule parts showing excessive wear for replacement on the next regular examination.

4.03 **Maintenance: Monthly Checks**

1. Perform the following duties at least once every month:

(a) Ride elevator and carefully check for:

Changes in leveling operation,

Unusual noises,

Changes in door operation,

Proper operation of door protective devices, emergency stop switch, alarm bell, buzzer or other distress signals, door open button.

(b) Check controller relays, selector or stepping relay contacts and moving parts.

(c) Check operation of machine.

(d) Check all position indicators, signal lamps and lights.

(e) Clean machine and machine room floor.

(f) Check car door rollers and eccentrics.

(g) Lubricate and clean car door tracks.

(h) Check car door clutch assembly and clean.

(i) Check door protective device and fastenings for operation and tightness.

(j) Relamp inoperative lamps in the pit, hoistway and the machine room.

(k) Relamp inoperative signal lamps, hallway lantern lamps and car stations.

(l) Clean elevator pit. Check for leaks.

(m) Check operation of buffer switch, compensating switch and emergency stop switch. Make necessary adjustments for proper operation.

(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-9e:06 par. 4.03 and 6.03). Inspect gear thrust end play for bearing wear. Check gear for leaks.

(s) Hydraulic machines (Specification 26-E-9e:06 par. 5.03). Test for excessive creeping. Adjust as necessary.

4.04 **Maintenance: Quarterly Checks**

1. Perform the following duties at least once every three months:

(a) Check brushes in rotating electrical equipment for freeness and tension. Replace those brushes having 40% or less of their original length remaining.

(b) Thoroughly clean rotating electrical equipment with vacuum and blower and lubricate bearings.

(c) Check rotating electrical equipment connections.

(d) Check commutations for oil or foreign matter and clean thoroughly if dirty.

(e) Clean the controller with blower and vacuum and inspect each relay for wear.

(f) Check all protective circuits and devices on controller.

(g) Check resistors for indications of overheating and if overheating is found, locate and correct the problem.

(h) Clean top of cars. Remove all dirt, dust and oil.

(i) Clean and lubricate car fans.

(j) Check operation of hoistway doors and adjust where necessary

(k) Check door interlocks, door guides, door hanger wheels and door closer cables.

(l) Vacuum hoistways from top to bottom.

(m) Inspect and check for proper operation of the limit stopping devices.

(n) Check roller guides.

(o) Check selector tape fastenings and switches.

(p) Check and lubricate the governor tension sheaves.

(q) Check and lubricate the governor.

(r) Check the buffers and the buffer.

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

1. Perform the following duties at least once every year:

(a) Check mg star-delta changeover device.

(b) Check operation of overloads. Adjust if necessary.

(c) Check car operating station.

(d) Check door operator, clean and lubricate pivot points.

(e) Clean guide rails.

(f) Check all hall buttons and their connections.

(g) Check rope hitches.

(h) Inspect ropes for wear in accordance with standards for elevator wire rope inspection, and check tension.

(i) Clean and check safety mechanism. Should it be necessary to alter any adjustment in the safety mechanism, perform a safety test after the adjustment.

(j) Perform a safety test. Forward to the Chief, Building Services Division, a declaration certifying the successful completion of the test.

(k) Check all sheaves and shafts for soundness and wear.

(l) Check the emergency terminal slowdown device.

(m) Check traveling cables for wear.

(n) Completely dismantle the brake assembly. Clean and inspect for wear. Replace defective parts. Lubricate bearings and pivot points.

(o) Check all controller components for signs of overheating or wear. Verify relays, timers, overload relays and fuses for proper settings. Adjust or replace to meet the required values

(p) Dust hoistway's walls. Clean top, bottom and sides of car. Clean counterweight.

(q) Manually test safety mechanisms before performing the annual safety tests.

(r) Using an event recorder (PPA-5900) or equivalent), record data for complete day of normal operation and submit the recorded data to the Chief, Building Services Division, for evaluation and checking.

4.06 **Maintenance: Two Year Checks**

1. Perform the following duties at least once every two years:

(a) Re-adjust the equipment for proper slowdown, acceleration and stopping operations.

(b) Check hangers and junction box connections.

(c) Check guide rail fastenings.

(d) Review the control system operation with the Chief, Building Services Division and, subject to the results of the review, readjust the equipment as required.

4.07 **Maintenance: Manufacturers' Parts**

1. Use genuine manufacturers' parts where at all possible.

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

4.08 **Maintenance: Parts immediately available**

1. The following spare parts, on a per elevator basis, (where applicable) shall be reserved for use on the equipment but stored off-site. They shall be available, on-site, within eight (8) hours.

(a) One car door sheave.

(b) Door closers: one complete door closer assembly.

(c) Door gibs: two sets of door gibs for car and hall doors.

(d) One safety-edge microswitch (if used).

(e) Three fuses of each size used in the controllers and in the main line disconnect.

(f) One complete hall station assembly of each type.

(g) One hall door sheave.

(h) Door locks: one complete door interlock.

(i) Position indicators: 12 signal lamps.

(j) Relays: one complete relay of each type with spare contacts and coils.

4.08 **Maintenance: Parts immediately available -Continued:**

(k) Controller resistors: one complete set of controller resistors.

(l) One of each of springs, stationary contacts and moving contacts for stepping switches or selectors.

(m) An adequate supply of cleaning solvent, wipers, general purpose oil, buffer oil and door operator oil.

(n) One emergency stop switch.

4.09 **Maintenance: Parts readily available**

1. Arrange that the following spare parts (where applicable)are readily available from your local office.

(a) One roll of selector tape of sufficient length to replace the longest tape used on the equipment.

(b) One complete safety edge assembly.

(c) One complete roller guide assembly of each size used.

(d) In addition to the above, keep spares for parts used in quantity on the equipment in the ratio of one spare for every 100 such parts.

4.10 **Maintenance: Tools On-site**

1. Keep the following tools on-site and in good working order:

(a) One dozen contact cleaners.

(b) Two sets of contact adjusting tools.

(c) Signs required for routine maintenance and repairs.

2. Inspect all tools regularly and maintain in working order.

4.11 **Maintenance: Tools readily available**

1. Arrange that the following tools are readily available, in good working order, from your local office:

   (a) Babbitting equipment including heater, ladle.

   (b) Twelve cable pullers.

   (c) Two chain blocks or lift pulls.

   (d) One dial gauge (with magnetic base).

   (e) Two sets of feeler gauges.

   (f) One F.E.T. volt-ohm-millimeter.

   (g) Four wire rope slings.

   (h) One stop watch.

   (i) One tachometer.

   (j) Six-thousand pounds of test weights and a dolly.

5.01 **MAINTENANCE: HYDRAULIC ELEVATOR: GENERAL**

1. Repair or replace, as and when required:

   (a) Pumps, motors, gland packing, controller parts, hydraulic fluid, door equipment, solid state printed circuit boards and all other mechanical and electrical parts required for the operation of the elevator.

2. Do not repair or replace:

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

   (b) Hydraulic cylinder and buried oil lines.

5.02 **Maintenance: Schedule**

1. Where the applicable equipment has been installed, perform all the following duties as described.

2. In the course of the examination, should faulty parts be discovered, replace them at once, and should any unusual operations or noises be found take corrective action immediately.

3. Schedule parts showing excessive wear for replacement on the next regular examination.

5.03 **Maintenance: Monthly Checks**

1. Perform the following duties at least once every month:

   (a) Ride elevator and carefully check for:

   Changes in leveling operation,

   Unusual noises,

   Changes in door operation,

   Proper operation of door protective devices, emergency stop switch, alarm bell, buzzer or other distress signals, door open button.

   (b) Check controller relays, selector or stepping relay contacts and moving parts.

   (c) Check operation of machine.

   (d) Check all position indicators, signal lamps and lights.

   (e) Clean machine and machine room floor.

   (f) Lubricate and clean car door tracks.

   (g) Check gland packing for leakage and adjust and/or replace as required.

(h) Clean guide rails.

(i) Relamp inoperative lamps in the pit, hoistway and the machine room.

(j) Relamp inoperative signal lamps, hallway lantern lamps and car stations.

(k) Clean elevator pit. Check for leaks.

(l) Check operation of buffer switch, compensating switch and emergency stop switch. Make necessary adjustments for proper operation.

(m) Check brake operation. Inspect drum and shoe clearance and adjust as necessary.

(n) Check car top exit and associated switches for proper operation.

(o) Lubricate all equipment points as required by manufacturer's specifications.

(p) Coordinate with Owner and test operation of fire recall service and emergency communication system. Report malfunctions and collaborate in correcting any problems.

(q) Geared machines only (Specification 26-E-9e:06 par. 4.03 and 6.03). Inspect gear thrust end play for bearing wear. Check gear for leaks.

(r) Hydraulic machines (Specification 26-E-9e:06 par. 5.03). Test for excessive creeping. Adjust as necessary.

5.04 **Maintenance: Quarterly Checks**

1. Perform the following duties at least once every three months:

(a) Clean the controller with blower and vacuum and inspect each relay for wear.

(b) Check all protective circuits and devices on controller.

(c) Check operation of hoistway doors and adjust where necessary.

(d) Check door interlocks, door gibs, door chains and sheaves.

(e) Vacuum hoistways from top to bottom.

(f) Clean top of cars. Remove all dirt, dust and oil.

(g) Clean and lubricate car fans.

5.05 **Maintenance: Yearly Checks**

1. Perform the following duties at least once every year:

(a) Check operation of overloads. Adjust if necessary.

(b) Check car operating station.

(c) Check all hall buttons and their connections.

(d) Conduct annually a test relief valve setting and static test of unexplained hydraulic cylinders in accordance with the applicable provisions of the ASME A17.1 Code.

(e) Completely dismantle the brake assembly. Clean and inspect for wear. Replace defective parts. Lubricate bearings and pivot points.

(f) Check all controller components for signs of overheating or wear. Verify relays, timers, overload relays and fuses for proper settings. Adjust or replace to meet the required values.

(g) Dust hoistway's walls. Clean top, bottom and sides of car. Clean counterweight.

(h) Manually test safety mechanisms before performing the annual safety tests.

5.06 **Maintenance: Two Year Checks**

1. Perform the following duties at least once every two years:

   (a) Re-adjust the equipment for proper slowdown, acceleration and stopping operations.

   (b) Check hangers and junction box connections.

   (c) Check guide rail fastenings.

   (d) Review the control system operation with the Chief, Building Services Division and, subject to the results of this review, readjust the equipment as required.

5.07 **Maintenance: Manufacturers' Parts**

1. Use genuine manufacturers' parts where at all possible.

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

5.08 **Maintenance: Parts Immediately Available**

1. The following spare parts, on a per elevator basis, (where applicable) shall be reserved for use on the equipment but stored off-site. They shall be available, on-site, within eight (8) hours.

   (a) Two sets of gibs for car gate and hall doors.

   (b) Three fuses of each size used in the controllers and in the main line disconnect.

   (c) One complete hall station assembly of each type.

   (d) One hall door sheave.

   (e) Door locks: one complete set of door interlocks contacts.

   (f) Relays: one complete relay of each type with spare contacts and coils.

(g) Gland packing: one complete set.

(h) Hydraulic fluid: one 45 gallon drum.

(i) One car door sheave.

(j) Door closers: one complete door closer assembly.

(k) One safety-edge microswitch (if used).

(l) Controller resistors: one complete set of controller resistors.

(m) One of each of springs, stationary contacts and moving contacts for stepping switches or selectors.

(n) An adequate supply of cleaning solvent, wipers, general purpose oil, buffer oil and door operator oil.

(o) One emergency stop switch.

5.09 **Maintenance: Parts Readily Available**

1. Arrange that the following spare parts (where applicable) are readily available from your local office.

(a) One complete safety edge assembly.

(b) One complete roller guide assembly of each size used.

(c) In addition to the above, keep spares for parts used in quantity on the equipment in the ratio of one spare for every 100 such parts.

(d) Door locks: one (1) complete door interlock.

(e) Gland packing: one (1) complete set.

(f) Hydraulic fluid: one (1) 55 gallon drum

(g) Door closers: one (1) complete door closers assembly.

(h) Controller resistors: one (1) complete set of controller resistors.

5.10 **Maintenance: Tools On site**

1. Keep the following tools on-site and in good working order.

   (a) One dozen contact cleaners.

   (b) Two sets of contact adjusting tools.

   (c) Signs required for routine maintenance and repairs.

2. Inspect all tools regularly and maintain in working order.

5.11 **Maintenance: Tools Readily Available**

1. Arrange that the following tools are readily available, in good working order, from your local office.

   (a) One F.E.T. volt-ohm-millimeter.

   (b) One stop watch

   (c) One tachometer

   (d) Six-thousand pounds of test weights and a dolly.

   (e) One 1000 ppsi four-inch dial pressure gauge.

   (f) Two sets of feeler gauges.

   (g) Four wire rope slings.

6.01 **MAINTENANCE: GREASE FREIGHT ELEVATOR; GENERAL**

1. Repair and replace, as and when required:

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

2. Do not repair or replace:

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

6.02 **Maintenance: Schedule**

1. Where the applicable equipment has been installed perform all the following duties as described.

2. In the course of the examination, should faulty parts be discovered, replace them at once, and should any unusual operations or noises be found, take corrective action immediately.

3. Schedule parts showing excessive wear for replacement on the next regular examination.

6.03 **Maintenance: Monthly Checks**

1. Perform the following duties at least once every month:

   (a) Ride elevators and carefully check for:

   Changes in leveling operation,

   Unusual noises,

   Changes in door operation,

   Proper operation of door protective devices, emergency stop switch, alarm bell, buzzer or other distress signals, door open button.

   (b) Check controller relays, selector or stepping relay contacts and moving parts.

   (c) Check operation of machine.

   (d) Check all possible indicators, signal lamps and lights.

   (e) Clean machine and machine room floor.

(f) Check car door rollers and eccentrics.

(g) Lubricate and clean car door tracks.

(h) Check car door protective device and fastenings for operation and tightness.

(i) Relamp inoperative lamps in the pit, hoistway and the machine room.

(j) Relamp inoperative signal lamps, hallway lantern lamps and car stations.

(k) Clean elevator pit. Check for leaks.

(l) Check operation of buffer switch, compensating switch and emergency stop switch. Make necessary adjustments for proper operation.

(m) Check brake operation. Inspect drum and shoe clearance and adjust as necessary.

(n) Check car top exit and associated switches for proper operation.

(o) Lubricate all equipment points as required by manufacturer's specifications.

(p) Coordinate with Owner and test operation of fire recall service and emergency communication system. Report malfunctions and collaborate in correcting any problems.

(q) Geared machines only (Specification 26-E-9e:06 par. 4.03 and 6.03). Inspect gear thrust end play for bearing wear. Check gear for leaks.

(r) Hydraulic machines (Specification 26-E-9e:06 par. 5.03). Test for excessive creeping. Adjust as necessary.

6.04 **Maintenance: Quarterly Checks**

1. Perform the following duties at least once every three months:

   (a) Check brushes in rotating electrical equipment for freeness and tension. Replace those brushes having 40% or less of their original length remaining.

   (b) Thoroughly clean rotating electrical equipment with vacuum and blower and lubricate bearings.

   (c) Check rotating electrical equipment connections.

   (d) Check commutators for oil or foreign matter and clean thoroughly if dirty.

   (e) Clean the controller with blower and vacuum and inspect each relay for wear.

   (f) Check all protective circuits and devices on controller.

   (g) Check resistors for indications of overheating and if overheating is found, locate and correct the problem.

   (h) Check operation of hoistway doors and adjust where necessary.

   (i) Check door interlocks, door guides, door hanger wheels and door closer cables.

   (j) Vacuum hoistways from top to bottom.

   (k) Inspect and check for proper operation of the limit stopping devices.

(l) Check roller guides.

(m) Check selector tape fastenings and switches.

(n) Check and lubricate the governor tension sheave.

(o) Check and lubricate the governor.

(p) Check the buffers and the buffer oil.

(q) Clean top of cars. Remove all dirt, dust and oil.

(r) Clean and lubricate car fans.

6.05 **Maintenance: Yearly Checks**

1. Perform the following duties at least once every year:

(a) Check mg star-delta changeover device.

(b) Check operation of overloads. Adjust if necessary.

(c) Check car operating station.

(d) Check door operator, clean and lubricate pivot points.

(e) Clean guide rails.

(f) Check all hall buttons and their connections.

(g) Check rope hitches.

(h) Inspect ropes for wear in accordance with standards for elevator wire rope inspection, and check tension.

(i) Clean and check safety mechanism. Should it be necessary to alter any adjustments in the safety mechanism perform a safety test after the adjustment.

(j) Perform a safety test (see 3.05.1 [j] above). Forward to the Chief, Building Services Division, a declaration certifying the successful completion of the test.

(k) Check all sheaves and shafts for soundness and wear.

(i) Check the emergency terminal slowdown device.

(m) Check traveling cables for wear.

(n) Completely dismantle the brake assembly. Clean and inspect for wear. Replace defective parts. Lubricate bearings and pivot points.

(o) Check all controller components for signs of overheating or wear. Verify relays, timers, overload relays and fuses for proper settings. Adjust or replace to meet the required values.

(p) Dust hoistway's walls. Clean top, bottom and sides of car. Clean counterweight.

(q) Manually test safety mechanisms before performing the annual safety tests.

6.06 **Maintenance: Two Year Checks**

1. Perform the following duties at least once every two years:

(a) Re-adjust the equipment for proper slowdown, acceleration and stopping operations.

(b) Check hangers and junction box connections.

(c) Check guide rail fastenings.

(d) Review the control system operation with the Chief, Building Services Division and, subject to the results of the review, readjust the equipment

6.07 **Maintenance: Manufacturers' Parts**

1. Use genuine manufacturers' parts where at all possible.

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

6.08 **Maintenance: Parts Immediately Available**

1. The following spare parts, on a per elevator basis, (where applicable) shall be reserved for use on the equipment but stored off-site. They shall be available, on-site, within eight (8) hours.

   (a) One car door sheave.

   (b) Door closers: one complete door closer assembly.

   (c) Door gibs: two (2) sets of door gibs for car and hall doors or gate.

   (d) One safety-edge microswitch (if used).

   (e) Three fuses of each size used in the controllers and in the main line disconnect.

   (f) One complete hall station assembly of each type.

   (g) One hall door sheave.

   (h) Door locks: one complete door interlock.

   (i) Position indicators: 12 signal lamps.

   (j) Relays: one complete relay of each type with spare contacts and coils.

   (k) Controller resistors: one complete set of controller resistors.

   (l) One of each of springs, stationary contacts and moving contacts for stepping switches or selectors.

   (m) An adequate supply of cleaning solvent, wipers, general purpose oil, buffer oil and door operator oil.

   (n) One emergency stop switch.

6.09 **Maintenance: Parts Readily Available**

1. Arrange that the following spare parts (where applicable) are readily available from your local office.

(a) One roll or selector tape of sufficient length to replace the longest tape used on the equipment.

(b) One complete safety edge assembly.

(c) One complete roller guide assembly of each size used.

(d) In addition to the above, keep spares for parts used in quantity on the equipment in the ratio of one spare for every 100 such parts.

6.10 **Maintenance Tools On-site**

1. Keep the following tools on-site and in good working order.

   (a) One dozen contact cleaners.

   (b) Two sets of contact adjusting tools.

   (c) Signs required for routing maintenance and repairs.

2. Inspect all tools regularly and maintain in working order.

6.11 **Maintenance: Tools Readily Available**

1. Arrange that the following tools are readily available, in good working order from your local office.

   (a) Babbitting equipment including heater, ladle.

   (b) Twelve cable pullers.

   (c) Two chain blocks or lift pulls.

   (d) One dial gauge (with magnetic base).

   (e) Two sets of feeler gauges.

   (f) One F.E.T. volt-ohm-millimeter.

   (g) Four wire rope slings.

   (h) One stop watch.

(i) One tachometer.

(j) Ten thousand pounds of test weights and a dolly.

ESCALATORS–SCHEDULED MAINTENANCE

7.01 Maintenance: Escalator Performance

1. During the first three months of the contract, adjust the equipment so that the minimum standards of performance set out below are met, and maintain these standards throughout the term of the contract. Check all safety circuits for proper functioning. Align all steps to prevent step treads from hitting the comb plate hinges and the skirt panels.

2. Maintain the clearances in accordance with the requirements of the inspecting authorities. Check and adjust the step chain tension to prevent sagging or buckling of the chain.

3. Prevent the steps from coming in contact with each other.

4. Maintain a constant distance between step axles of exposed step. Maintain the handrails at a proper, constant tension, automatically so as to prevent excessive wear.

5. Operate the handrails in synchronism with the moving steps.

6. Arrange the equipment so that there is no slippage of the handrail.

7. Adjust the equipment to be capable of lifting its rated speed.

7.02 Maintenance: Frequency

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

7.03 Maintenance: Schedule

1. Perform the following duties at least twice a month:

   (a) Ride the escalator and observe the operation of the steps and handrails for smoothness and noise.

(b) Examine comb plates for broken fingers and replace where necessary.

(c) Check the clearance between the step treads and comb plate fingers and between the step 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.

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

Under the authority of Executive Order No. 03–12, 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 03–12 is administered by the City's 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").

For this Bid, the City has not established ranges for the participation of MBEs, WBEs and/or DSBEs (collectively, "M/W/DSBEs"), but bidder is encouraged to exercise Best and Good Faith Efforts to include M/W/DSBEs in this bid and in bidder's supply chain. "Best and Good Faith Efforts" are those efforts, the scope, intensity and appropriateness of which are designed and performed to achieve meaningful and commercially useful participation by M/W/DSBEs. An OEO Certification Registry of M/W/DSBEs is maintained by the OEO and is available online at www.phila.gov/OEO/directory. Firms owned and controlled by minority persons, women or disabled persons, which are certified as MBE, WBE, DSBE or DBE by an approved certifying agency, including the Pennsylvania Unified Certification Program, may apply to the OEO for listing in its OEO Certification Registry.

Bidder is also encouraged to identify below, any M/W/DSBEs that will be used by bidder if successful:

Company Name	Address	Certification Status (MBE, WBE or DSBE)	Type of Work/Supply Effort
---	---	---	---
---	---	---	---
---	---	---	---
---	---	---	---

DISCLOSURE OF WOMEN AS BOARD MEMBERS AND EXECUTIVE STAFF

Instructions: As required by Section 17-104 of The Philadelphia Code entitled "Prerequisites to the Execution of City Contracts," Section 17-104(3) requires bidder to complete and submit this form with its bid. If bidder believes that these requirements do not apply (e.g., bidder is a single-member Limited Liability Company), please check the first field below and attach an explanation. This form should be submitted with bid but the City reserves the right to allow bidder to submit this information at any time prior to award of a contract.

Bidder's Name: _____Bid Number:_____

Please check here if the requirements do not apply to bidder and attach explanation: ☐

Disclosure of Women as Board Members and Executive Staff

Pursuant to Section 17-104(3) (a) (i) of The Philadelphia Code, please provide the following information:

1. Current percentage of female executive officers in bidder's company: ☐

2. Current percentage of women on the executive board of the bidder's company: ☐

3. Current percentage of women on the full board of the bidder's company: ☐

Aspirational Goals for Women as Board Members and Executive Staff

Pursuant to Section 17-104(3) (a) (ii) of The Philadelphia Code, please provide the following information:

1. Percentage goal for female executive officers in bidder's company: ☐

2. Percentage goal for women on the executive board of the bidder's company: ☐

3. Percentage goal of women on the full board of the bidder's company: ☐

Identify Below Any Efforts to Achieve the Aforementioned Goals:

_____ _____

Authorized Signature Date

_____

Print Name and Title

Revised 7.1.14

BASIC SERVICES, SUPPLIES & EQUIPMENT BIDDERS GUIDELINES[1]

The following checklist will assist you in the preparation of your bid. Failure to adhere to these instructions may result in your bid being disqualified.

- ☐ Read the entire bid so that you fully understand all of the requirements. Bidder must meet all qualifications and requirements.

- ☐ Bids and pricing must be in **ink or typed** and on City issued form(s). Faxed bids will not be accepted.

- ☐ The Invitation and Bid may not contain all of the documents that you will need to complete the bid submission. On occasion, it is not possible to include **exhibits, drawings, attached specifications, attached documents, etc.** Applicable documents may be obtained by contacting Procurement Customer Service at bid.info@phila.gov.

- ☐ Make sure that you have signed the Contract Page and affixed your Corporate Seal as required.

- ☐ If applicable, sign and return all addenda.

- ☐ All bids must be submitted to the City of Philadelphia **no later than 10:30 AM** on the date that the bid opens. **Bids MUST be placed in the Bid Box** (slot located outside of Room 170A) prior to the bid opening**.** Bids that are not in the bid box prior to the bid opening may be disqualified.

- ☐ It is the bidder's responsibility to ensure that the bids are submitted in a timely manner and placed in the bid box prior to the bid opening. If the bid is being sent by courier or mail, it is recommended that the bid be sent early. The bid should arrive at least one business day before the bid opens to ensure timely receipt.

- ☐ All bids **must** be placed in a **sealed** envelope. **The Bid Number, Opening Date and Company Name MUST be clearly labeled on the envelope.** If the bid is being delivered by courier or express mail, the bid **must** be in a **separate** sealed envelope inside the courier's envelope or express mail packaging. This is to ensure that all bids conform to the sealed bid process of the City of Philadelphia.

- ☐ **Annual Bid Security Program Fee:** You must enroll and pay the non-refundable Annual Bid Security Program fee. Refer to Section 1 of the bid and Paragraph 2 of the SS&E Terms and Conditions of Bidding and Contract.

  > **2. BID SECURITY.**
  > All bidders must be enrolled in the City's Annual Bid Security Program. All bidders must complete the registration form and pay a non-refundable Annual Bid Security Program fee of $100.00, payable annually to the order of "The City of Philadelphia". Enrollment and payment of the Annual Bid Security Program fee must be completed in order to be eligible for award. If applicable, an individual bid bond may also be required in the Invitation and Bid. Notwithstanding bidder's enrollment in the Annual Bid Security Program, an awarded bidder who fails to execute its contract will be subject to the City's remedies set forth in Paragraph 17.

- ☐ If you plan on submitting the completed registration form and non-refundable Annual Bid Security Program fee of $100.00, payable annually to the order of "The City of Philadelphia" with your bid, the form of payment **must** be in the form of a certified check, cashier's check, treasurer's check, bank money order, or United States postal money order made payable to the order of "City of Philadelphia." Cash, company checks or personal checks are not acceptable.

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[1] This information is provided for guidance only and does not preclude your responsibility to read fully and respond to all portions of the bid.

☐ **Bid Processing Fee:** Submit the non-refundable $25 bid processing fee as outlined in Paragraph 3 of the SS&E Terms and Conditions of Bidding and Contract.

> **3. BID PROCESSING FEE.**
> In addition to enrollment in the City's Annual Bid Security Program and payment of any other fees or monies required to be submitted with the bid, the bid must be accompanied by a non-refundable processing fee of $25.00 in the form of a company check, bank money order or United States postal money order made payable to the order of "City of Philadelphia." Cash is not acceptable.

☐ Submit performance security and/or performance bond as required in the Invitation and Bid, as outlined in Paragraphs 13 and 14 of the SS&E Terms and Conditions of Bidding and Contract.

☐ Do not combine any payment amounts. All payments should be individual and specific.

☐ **Specifications:** You must follow the instructions in Paragraph 4 of the Terms and Conditions. If an alternate to any item is being offered, 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.

> **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.

☐ **Bid Evaluation and Award:** If the bid is going to be awarded as a whole, you must bid on all items for the bid to be consider responsive. See Section 3 of the Invitation and Bid.

☐ If the bid requires a site inspection, attendance at a Pre-Bid Meeting, samples, financial information or other data you must adhere to these requirements.

☐ Do not submit any counter terms or conditions. **Your bid may be rejected**.

☐ Please double check all mathematical calculations for errors.

If you have questions, please contact Procurement Customer Service at bid.info@phila.gov.

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
bid.info@phila.gov

Mary E. Stitt
Procurement Commissioner

IMPORTANT INFORMATION FOR ALL SS&E BIDDERS!

New Annual Bid Security Program for Services, Supplies, and Equipment (SS&E) Bids
Period of Coverage: July 1, 2014 – June 30, 2015

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

Dear Vendor:

The City of Philadelphia is very excited to announce the City's new Annual Bid Security Program. The new Annual Bid Security Program has a reduced non-refundable fee of **$100.00** and covers the time period from July 1, 2014 to June 30, 2015. Coverage begins from the date of enrollment and payment until June 30, 2015. **In order to be an eligible SS&E bidder, all SS&E bidders must be enrolled in the City's Annual Bid Security Program**. All bidders must complete the registration form and pay the Annual Bid Security Program non-refundable fee of **$100.00**. If applicable, an individual bid bond may also be required in the Invitation and Bid. However, for the majority of SS&E bids, the Annual Bid Security Program will be the only bid security required.

To enroll in the Annual Bid Security Program for the period of **July 1, 2014 to June 30, 2015**, complete this registration form and return the form with the non-refundable fee of **$100.00** in the form of a company check, certified check, treasurer's check, cashier's check, bank money order, or United States Postal Service money order. Cash or personal checks will not be accepted. Make payment to the order of "**The City of Philadelphia**". To clarify the precise use of the payment, enter the words "**Annual Bid Security Program FY2015**" on the memo section of the payment. This registration form and payment should be submitted under separate cover to the attention of "Annual Bid Security Program FY2015" at least one day prior to the opening of the first bid that the bidder wants covered under the program. If the bidder chooses to submit the completed registration form and payment with their bid, **company checks will not be accepted** and payment must be made with a certified check, treasurer's check, cashier's check, bank money order, or United States Postal Service money order**.**

For additional information or inquiries regarding this program, please contact Procurement Customer Service at bid.info@phila.gov.

Forward payment along with this registration form to:

ANNUAL BID SECURITY PROGRAM FY2015
Procurement Department
1401 JFK Boulevard, 170A
Philadelphia, PA 19102-1685

Company Name: _____

Fed EIN/SSN: _____

Street Address: _____

City, State, Zip: _____

Contact Person: _____ **E-mail Address:** _____

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

Make all payments to "The City of Philadelphia" in the amount of **$100.00**, for "**Annual Bid Security Program FY2015**".

☐**Certified Check** ☐**Cashier's Check** ☐**Treasurer's Check** ☐**Bank Money Order** ☐**USPS Money Order**

☐**Company Check (Only if Prior to Bid Opening)** **(NO CASH OR PERSONAL CHECKS WILL BE ACCEPTED)**

Rcvd. ___/___/___ Pymt. Type _____ Ck. or MO# _____

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
Phone: 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.

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

Mary E. Stitt
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.

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

PROCUREMENT DEPARTMENT
Customer Service 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 Customer Service Unit of the Procurement Department will forward this information to you for a$**10.00 fee** for **each** bid number requested. **Company check or money order only, no personal checks or cash.** Please be advised that bid tabulations **are not available** by telephone or email. If you have any questions, please email bid.info@phila.gov.

Mail Request To:
The Procurement Department Customer Service Unit
Attention: Bid Results
1401 JFK Blvd.
Room 170B
Philadelphia, PA 19102

Enclose the following items:

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

YOUR REQUEST CANNOT BE PROCESSED IF YOU DO NOT PROVIDE THE ABOVE ITEMS

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

BID RESULTS REQUEST FORM

Date of Request: _____

Bid Number Requested: _____ Opening Date: _____

Company Name: _____

Company Representative: _____

Address Line 1: _____

Address Line 2: _____

Email Address: _____

Telephone No: _____ Fax No.: _____

BID SUBMISSION

1. PREPARATION AND SUBMISSION OF BID.
All bids must be written in ink or typewritten and made on the forms issued by the City 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 issued thereto by the City, any surety bonds approved as to legal form by the Law Department, all warranties, exhibits and attachments reviewed and 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 the bidder 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. Notwithstanding the foregoing, the Procurement Commissioner reserves the right to accept a late bid if it is the only responsive and responsible response and it is in the best interest of the City to do so.

2. BID SECURITY.
In order to be an eligible bidder, all bidders must be enrolled in the City's Annual Bid Security Program. All bidders must complete the registration form and pay a non-refundable Annual Bid Security Program fee of $100.00, payable annually to the order of "The City of Philadelphia". Enrollment and payment of the Annual Bid Security Program fee must be completed in accordance with the Invitation and Bid, Section 1,"Bid Security". If applicable, an individual bid bond may also be required in the Invitation and Bid. Notwithstanding bidder's enrollment in the Annual Bid Security Program, an awarded bidder who fails to execute its contract will be subject to the City's remedies set forth in Paragraph 17.

3. BID PROCESSING FEE.
In addition to enrollment in the City's Annual Bid Security Program and payment of any other fees or monies required to be submitted with the bid, the bid must be accompanied by a non-refundable processing fee of $25.00 in the form of company check, certified check, cashier's check, treasurer's check, bank money order, or United States postal money made payable to the order of "City of Philadelphia." Cash and personal checks are not acceptable.

4. SPECIFICATIONS.
When a specification is issued in connection with the Invitation and Bid, no deviation 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 reference information concerning the style, type or kind of article and/or service desired. A bidder may offer an article, service and/or equipment, 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 supporting documentation) 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.

Any and all specifications issued in connection with the Invitation and Bid are deemed incorporated into and become part of the Contract.

5. PATENTS.
The successful bidder (also referred to throughout these Terms and Conditions of Bidding and Contract as the "awarded bidder" or "Contractor") 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 Paragraph 19 Default and Termination.

6. LOCAL BIDDING PREFERENCE.[1]
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 local bid preference. In order to determine eligibility to receive the preference, if applicable, bidder must be certified at the time of bid opening and must submit with the bid, the Local Business Entity Certification Number* as issued by the Procurement Department for the bidder. If the Procurement Commissioner determines that the awarded bidder fails to comply with its representation at any time during the term of its contract, the awarded bidder's LBE certification will be revoked and the awarded bidder shall be deemed in substantial breach of such contract, shall be required to pay liquidated damages of 10% of the awarded contract amount, and may be debarred by the Procurement Commissioner in accordance with the Procurement Department Debarment Regulation for a period up to three years.

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.

[1] 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 Paragraph, 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 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 award of the Contract.

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 integrity, qualifications, references, capacity and ability to perform the Contract resulting from the Invitation and Bid in accordance with its terms 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. When applicable, unit pricing quoted will prevail in the event of any discrepancy(ies) between unit price and the extended amount. This same quoted unit price will be the determining factor in establishing applicable contract amount(s) and award(s).

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 none or 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 as informed by Mayoral Executive Order 04-12, "Procurement of Local and American Goods and Services."

CONTRACT EXECUTION AND CONFORMANCE

13. CONTRACTS.
Awards of contracts in amounts less than or equal to $32,000 shall become contracts binding upon the City upon written notice of award by the Procurement Commissioner.

a. Awards of contracts in amounts greater than $32,000 shall not become contracts binding upon the City until after written notice of award is made by the Procurement Commissioner and until after all of the following conditions have been satisfied:

i. Successful bidder posts performance security as required in the Invitation and Bid, within the time specified in the written notice of award;

ii. 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;

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

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

v. 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 (i-v) 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 BOND.
When applicable, the successful bidder is required to furnish an individual performance bond, issued by a surety approved by the City and in the amount specified in the Invitation and Bid.

15. INSURANCE.
Unless otherwise specified, the successful bidder (referred to in this Paragraph 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 and for each renewal period. 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 or 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

i. Workers' Compensation – Statutory limits

ii. 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

iii. Other states insurance including Pennsylvania

(b) GENERAL LIABILITY INSURANCE

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

ii. Coverage: Premises operation: Blanket Contractual liability; Personal Injury liability; Products and completed operations; 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

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

ii. Coverage: owned, non-owned and hired vehicles.

Contractors providing only supplies and equipment to the City via Common Carrier are only required to maintain General Liability insurance, naming the City of Philadelphia, its officers, employees and agents as additional insureds.

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, intentional acts, 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 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 and TERMINATION.
All work performed and goods and services rendered by a successful bidder (referred to in this Paragraph 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.

a. The following shall constitute events of default under any Contract resulting from the Invitation and Bid:

   i. Failure by Contractor to comply with any provision 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 "applicable law" as that term is defined in Paragraph 24.

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

   iii. 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.

   iv. A violation of law which results in the making of a guilty plea, a plea of nolo contendere, or conviction of a criminal offense by Contractor, its directors, employees, or agents or indictment or charges, which in the sole judgment of the Procurement Commissioner, adversely affects the performance of the Contract or Contractor's fitness to provide goods and services to the City.

   v. Failure by Contractor to comply with Chapter 17-1600 of The Philadelphia Code entitled "Economic Opportunity Plans," or the Mayoral Executive Order establishing the City's antidiscrimination policy relating to the participation of minority, woman and disabled owned business enterprises.

   vi. 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 Paragraph 13 above.

   vii. 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.

b. 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, under the Invitation and Bid or under other paragraphs of these Terms and Conditions of Bidding and Contract :

   i. 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.

   ii. 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 Paragraph, 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. The City will not pay any sales taxes imposed on the bidder. The bidder must not include any sales taxes imposed on the bidder in its costs to be reimbursed by the City. 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 that 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.

a. 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:

   i. Business Income and Receipts Tax
   ii. Net Profits Tax
   iii. 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.
The Contractor, in performance of the Contract shall comply with, and all goods, services, documents and other materials furnished under the Contract shall conform with, all applicable present and future federal, state or local laws, ordinances, executive orders, rules, regulations and all court orders, injunctions, decrees and other official interpretations thereof of any federal, state or local court, administrative agency or governmental body, including the City, the Commonwealth of Pennsylvania and the United States of America ("applicable law"). Applicable law shall include, without limitation, the specific laws referenced in paragraphs 25 through 31 herein and Chapter 17-1700 of The Philadelphia Code (Contractors are obligated to pay their subcontractors promptly after Contractor receives payment from the City) and Chapter 17-1800 of The Philadelphia Code (Contractor shall cooperate with the City in addressing its goal of securing employment for Returning Citizens). Contractor shall maintain during the term of the Contract all licenses, permits and authorizations required by any applicable law.

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, ancestry, national origin, sex, gender identity, sexual orientation, age or disability. 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 Paragraph 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 Paragraph 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 Paragraph 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 Office of the Inspector General, Curtis Center, 601 Walnut Street, Suite 300 East, Philadelphia, PA 19106.

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

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

27. NORTHERN IRELAND, IRAN or SUDAN.
Section 17-104(4)(a) and (b) of The Philadelphia Code prohibits the City from accepting bids from companies that do business in Northern Ireland, Iran and Sudan unless, in the instance of Northern Ireland, that business has implemented the fair employment principles embodied in the MacBride Principles or in the instance of Iran or Sudan, there exists a federal override or the business is excluded from disqualification as described in the Sudan Accountability and Divestment Act of 2007. 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, Iran and Sudan and (ii) no product to be provided to the City under any resulting Contract will originate in Northern Ireland, Iran or Sudan unless, in the instance of Northern Ireland, Bidder has implemented the fair employment principles embodied in the MacBride Principles or in the instance of Iran or Sudan, there exists a federal override or the Bidder is excluded from disqualification as described in the Sudan Accountability and Divestment Act of 2007. In addition to any other remedies reserved under this Bid and Contract, any false certification by Bidder is subject to the penalties stated in Section 17-104 (c) (.3) which include relinquishment of any Bid Security, termination of the Contract and ineligibility for future bids

28. DISCLOSURES: SLAVERY ERA RECORDS, FEMALE EXECUTIVES and SOLE SOURCE CONTRACTS.

a. In accordance with Philadelphia Code Section 17-104 (2), 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 disclosure and/or any failure to comply with these requirements 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.

b. In accordance with Philadelphia Code Section 17-104 (3), bidder must provide the following information with its bid:

(i) the current percentage of female executive officers in the company and the current percentage of females on the company's executive and full boards;

(ii) the company's aspirational goals for the inclusion of females in executive positions and on the executive and full boards; and

(iii) the intended efforts by the contractor to achieve the aspirational goals.

This information should be submitted with the bid but the City reserves the right to allow bidder to submit this information at any time prior to award of a contract.

c. If this is a Sole Source Contract, bidder is subject to the disclosure requirements established under Chapter 17-1400 of The Philadelphia Code.

29. MINIMUM WAGE & BENEFITS AND PREVAILING WAGE.

a. If this bid is for the furnishing of services, except where services are incidental to the delivery of supplies or equipment, it is subject to Chapter 17-1300 of The Philadelphia Code and Mayoral Executive Order 03-14 which establish minimum benefits (health benefits and sick leave) and wages for employees. If Contractor and Contractor's first tier subcontractor(s) furnishing services to the City meet the definition of "Employer," as set forth in Philadelphia Code Sections 17-1302(5) and 17-1303, each shall comply with the minimum wage and benefits provisions established by these laws: from May 20, 2014 through December 31, 2014, the minimum wage shall be $10.88 per hour; on January 1, 2015, the minimum wage shall be $12.00 per hour, which wage amount shall be adjusted annually thereafter, by the CPI Multiplier.*[2] Contractor and its first tier subcontractor(s) shall notify each affected employee what wages are required to be paid.

[2] The CPI Multiplier shall be calculated by the Director of Finance for bids issued on or after January 1 of each year by dividing the most recently published Consumer Price Index for all Urban Consumers (CPI – U) All Items Index, Philadelphia, Pennsylvania, as of January of such year, by the most recently published CPI – U as of January 1, 2015.

Accordingly, Contractor by submission of its Bid acknowledges and certifies its compliance with Chapter 17-1300 and Executive Order 03-14 and shall also require its first tier subcontractors to likewise certify and acknowledge their compliance. Contractor shall promptly provide to the City at its request all documents and information verifying its compliance and its first tier subcontractor(s)' compliance with these laws. Any request for a partial or total waiver of these requirements must be based on specific stipulated reasons elaborated in Philadelphia Code Section 17-1304 and should be directed to the attention of the Office of Labor Standards within the City's Managing Director's Office (MDO). Failure to comply with these provisions absent an approved waiver or partial waiver, is an event of default under the Contract and shall also subject Contractor and its first tier subcontractor(s) to the enforcement provisions in Philadelphia Code Section 17-1312.

b. The following services require the payment of prevailing wages and submission of certified payroll records under Philadelphia Code Section 17-107 for compensation that exceeds $200,000.: landscaping; building care and maintenance; custodial/janitorial housekeeping; security guard service; demolition; snow removal; stucco; roof capping; furniture moving; locking systems and repairs; mechanical/HVAC maintenance and repairs; elevators, escalators, and electrical maintenance and repair, and subcontracts of all or a portion of such contracts. In addition, building service contracts for compensation exceeding $100,000. are also subject to Section 17-107.

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 providing services under the Service Contract 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 of the Service Contract.

SIGNING OF BIDS

This contract consists of the Invitation and Bid, all addenda issued thereto by the City, any surety bonds approved as to legal form by the Law Department, any Solicitation for Participation and Commitment Form, all warranties, insurance, exhibits and attachments reviewed and accepted 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, in whole or in part, except by a written amendment signed by the parties, the form of which may be an "Add-On Letter"; when the City exercises its sole option to renew a contract it shall do so with issuance of a "Renewal Letter." 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 $32,000, 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 <u>not</u> 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)**