



REQUEST FOR PROPOSALS
for
Operations, Maintenance & Support Services
Opportunity No. B2728034
for the
Philadelphia Public Services Building & Various City Facilities

Issued by:
THE CITY OF PHILADELPHIA ("City")
Department of Public Property
Joseph Brasky, Commissioner
And
Procurement Department
Ronald L. Hovey, Procurement Commissioner

Mandatory Pre-Proposal Meeting and Site Visit:
October 7, 2026 at 10:00 AM - City Hall Room 795
October 8, 2026 at 9:00 AM - Site Visit at 400 N Broad St

Questions regarding this Request for Proposals must be submitted in writing no later than
October 14, 2026 at 5:00 PM, Local Time ("Deadline for Questions")
and submitted through **SOLICITATION B2728034 ON**
WWW.PHLCONTRACTS.PHILA.GOV

PROPOSALS WILL BE RECEIVED ELECTRONICALLY UNTIL OCTOBER 30, 2026
AT 5:00 P.M. LOCAL TIME (THE "DEADLINE FOR SUBMITTING PROPOSALS")
THROUGH SOLICITATION ON
WWW.PHLCONTRACTS.PHILA.GOV

THE CITY WILL OPEN PROPOSALS IMMEDIATELY AFTER THE DEADLINE FOR SUBMITTING PROPOSALS.

RESPONDENTS WHO HAVE FAILED TO FILE COMPLETE PROPOSALS THROUGH THE PHLCONTRACTS ONLINE APPLICATION PROCESS WILL NOT BE CONSIDERED FOR THE CONTRACT.

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SECTION 1 – PROJECT OVERVIEW AND GENERAL INFORMATION

1.1 INTRODUCTION; STATEMENT OF PURPOSE

- 1.1.1 The City of Philadelphia (the “City”), by and through its Department of Public Property (“DPP”), is requesting proposals from experienced Respondents with the intent to award to the most qualified Respondent (hereinafter called “Contractor”) offering the “Best Value” in accordance with § 8-200(5) of the Philadelphia Home Rule Charter, a contract for the right to provide Operations, Maintenance and Supports (“OM&S”) services at the Philadelphia Public Services Building.

1.2 DEPARTMENT OVERVIEW

- 1.2.1 DPP is responsible for the maintenance of a portfolio of buildings (city-wide) including but not limited to the physical buildings, security and custodial operation in said buildings.

1.3 PROJECT BACKGROUND

- 1.3.1 The City has a Public Services Building (“PPSB”) located at 400 N Broad Street. The PPSB houses Police District headquarters, Police Administration Services, 911 services, Medical Examiner’s Office and associated labs, Police Detention Unit, Office of Emergency Management and related support staff and agencies, with below ground vehicle entrances. DPP is releasing this Best Value Request for Proposal (“BV RFP”) seeking OM&S services for the PPSB facility. The scope of work consists of issues, but not limited to, the OM&S services (of all the facilities, equipment, systems and components comprising the PPSB).
- 1.3.2 From time to time, the respondent may be required to provide materials at various city own properties.

1.4 RESPONDENTS TO THIS RFP

- 1.4.1 Each applicant that submits a proposal in response to this BV RFP a (“Proposal”) will be considered a “Respondent”. The City intends to award a written contract to the Respondent who best meets the City’s objectives and selection criteria set forth in this BV RFP. Upon execution of the contract by the City and the successful Respondent, the successful Respondent will become the “Contractor”. The Contract will give the Contractor the right to exercise the rights and perform the duties described in this RFP.
- 1.4.2 All Respondents are encouraged to carefully read this entire BV RFP and its attachments before submitting a proposal.

1.5 GENERAL DISCLAIMER OF THE CITY

- 1.5.1 This BV RFP offers a Best Value contracting opportunity under City of Philadelphia Home Rule Charter Sections 8-200 and 8-201 and Philadelphia Code Title 17. Therefore, the Respondent’s proposed Cost Proposal is not the sole factor the City will consider in awarding the contract. The City will consider other factors as well and may not necessarily award the Contract to the Respondent who offers the lowest proposed cost(s). See section 6 (Evaluation of Proposals) for more details about how the City will award the Contract.
- 1.5.2 This BV RFP does not commit the City to award a contract. This BV RFP and the process it describes are proprietary to the City and are for the sole and exclusive benefit of the City. No other party, including any Respondent, is intended to be granted any rights hereunder. Any response, including written documents and verbal communication, by any Respondent to this BV RFP, shall become the property of the City and may be subject to public disclosure by the City, or any authorized agent of the City. The City is not liable for any costs incurred by Respondents in preparing and submitting a proposal in response to this BV RFP or for any costs and expenses incurred in meeting with or making oral presentations to the City if so requested. Respondents who incur direct, indirect or incidental costs or expenses of any kind or nature by participating in this BV RFP process or in the preparation of a Proposal in response to this BV RFP do so at Respondents’ sole discretion and risk.
- 1.5.3 The City assumes no contractual or other obligations as a result of a Respondent’s preparation or submission of a Proposal or the City’s decisions to evaluate Proposals or select a Respondent for further negotiations is at the City’s sole and absolute discretion, and the City assumes no contractual or any other obligations as a result of the City’s decision to evaluate Proposals or select a Respondent for future negotiations.

1.6 REQUEST FOR PROPOSALS

DPP is seeking a qualified and well experienced vendor to provide around the clock (24hrs x 7days x 365days of the year) OM&S services at the PPSB. The selected vendor must be prepared to mobilize and provide full staffing and services upon the start date of this contract.

1.7 MODIFICATIONS

- 1.7.1 Until the deadline for submitting proposals, a Respondent may submit a modified Proposal to replace all or any portion of the Proposal the Respondent submitted previously by first withdrawing its prior Proposal in [PHLContracts](#), re-opening and then re-submitting it. A Respondent may withdraw its proposal from consideration at any time before the deadline for submitting proposals. The City will consider only the Respondent's latest Proposal that is submitted before the Deadline to Submit Proposals. The City will not consider or evaluate Proposals submitted after the deadline to submit proposals. See BV RFP Section 5.1 (Proposal Submission Requirements) for information about the procedure by which a Respondent must submit its Proposal.

1.8 LATE PROPOSALS

- 1.8.1 It shall be the responsibility of the Respondent to electronically submit their Proposal and all other required items to the following website: [PHLContracts](#) prior to THE DATE AND TIME THAT IS LISTED ON THE COVER PAGE. Failure to adhere to this rule is grounds for disqualification of the Respondent's Proposal.

1.9 MANDATORY PRE-PROPOSAL MEETING AND MANDATORY SITE VISIT

- 1.9.1 A Mandatory Pre-Proposal Meeting and Site Visit will be held on the date and time, and at the location stated on the cover page of this BV RFP. The purpose of the Mandatory Pre-Proposal meeting is to review the requirements contained in this BV RFP and receive questions that potential Respondents may have. Potential Respondents are encouraged to RSVP to the Project Manager listed in Section 1.11 of this BV RFP below regarding their attendance at the Pre-Proposal Meeting. Please allow yourself sufficient time to sign in for the meeting. Following the meeting, the City will make a list of attendees available in the form of an amendment to this BV RFP that is posted on PHLContracts.
- 1.9.2 The City believes that attendance at the Mandatory Pre-Proposal Meeting and Site Visit is essential for successful participation in this BV RFP process and expects every Respondent to attend. The City reserves the right, in its sole discretion, to reject any Proposal submitted by a Respondent that does not attend the Pre-Proposal Meeting and Site Visits, or arrives more than thirty (30) minutes after the start of the meeting, but may, in its sole discretion, consider such a Proposal if the Respondent properly submitted an RSVP and the City determines that the Respondent's failure to attend was caused by circumstances reasonably beyond the Respondent's control. The City in its sole discretion, may consider such a Proposal if it deems consideration to be in the City's best interest.
- 1.9.3 It is acceptable for Respondents to send a representative. However, it is strongly advised that any representative of the Respondent be an employee who is knowledgeable about Respondent's business finances and operations and capable of relaying all material information reviewed at the Mandatory Pre-Proposal meeting to the Respondent. Respondent is responsible for complying with all requirements and important information discussed in the Mandatory Pre-Proposal Meeting.
- 1.9.4 If a change would occur to the Mandatory Pre-Proposal Meeting and Site Visit date/time or location, an amendment will be posted to the BV RFP Solicitation number on PHL Contracts.

1.10 PROJECT MANAGER

- 1.10.1 The Project Manager for this BV RFP is: Richard A. Mariano, City of Philadelphia, Director of Special Projects and can be reached by the following means:

Email: Richard.A.Mariano@phila.gov
Phone: (215) 686-7894

1.11 QUESTIONS RELATED TO THE RFP

- 1.11.1 Questions concerning this BV RFP, may be asked at the Mandatory Pre-Proposal Meeting. Otherwise, questions must be submitted in writing within PHL Contracts in the Questions & Answers “Q&A” Tab of this Opportunity, no later than the Deadline for Questions stated on the cover of this BV RFP. Questions submitted by telephone will not be answered by the City. The City is not obligated to answer or respond to any questions received.
- 1.11.2 The City responses to properly submitted questions will be provided in writing by an amendment to this BV RFP prior to the deadline for submitting proposals, and the City will post its answers on its PHL Contracts website, [PHLContracts](#), where the Bid may be viewed. Responses posted on the City’s website become part of the BV RFP upon posting. The City reserves the right, in its sole discretion, to revise any of its responses to questions after posting, by posting a modified response. No oral response to any Respondent’s question by any City employee or agent shall be binding on the City or in any way considered to be a commitment by the City.
- 1.11.3 In addition to issuing amendments based on submitted questions, the City may also issue amendments for request for information, addressing matters raised at the Pre-Proposal meeting(s), clarification of the RFP, revisions to the RFP, and any other matters that the City deems appropriate. It is the Applicant’s responsibility to monitor PHL Contracts frequently for Amendments and to comply with their terms.
- 1.11.4 The amendments issued by the City are the City’s only official method for communicating information to all potential Respondents. Respondents will receive an email notification from PHLContracts when an amendment is posted to the solicitation. All amendments must be acknowledged through: [PHLContracts](#). If the Amendment is posted after a proposal has been submitted to this RFP, the Respondents may withdraw their original Proposal, reopen and resubmit an updated Proposal making any desired revision based on the Amendment so long as the updated Proposal is submitted prior to the deadline for submitting proposals stated.
- 1.11.5 The City reserves the right to extend or postpone the date and time of the Deadline for Submitting Proposals by an amendment to this RFP.

1.12 PUBLIC DISCLOSURE

- 1.12.1 This RFP, each Proposal, the contract, and the written documents and communication related to them, may be subject to public disclosure, except as provided in Section 5.13 (“Confidential Information”) of this RFP.

1.13 INFORMATION AND DATA NOT WARRANTED

- 1.13.1 The City has provided information and data in this BV RFP to help potential Respondents understand this opportunity sought by the City, the purpose of this BV RFP and the resulting contract, and to assist each Respondent in the preparation of its Proposal. The City believes the information and data are reliable. Neither the City, nor any of its respective agents, employees or representatives makes any representation or warranty, expressed or implied, as to the accuracy or completeness of any of the information contained in the BV RFP or any other information (whether communicated in written or oral form) transmitted or made available to prospective Respondents. The City expressly disclaims any and all liability relating to or resulting from the use of this BV RFP or such other information by a prospective Respondent. Any prospective Respondent must satisfy itself with respect to verification of information contained in the BV RFP.

1.14 BV RFP BECOMES PART OF THE CONTRACT

- 1.14.1 The contractual provisions set forth in Section 2 (“Proposal Specification”) and Section 3 (“General Contract Provisions”) and related Forms /Appendices of this BV RFP will not be negotiated or modified, unless the City in its sole discretion modifies them in writing before the Deadline for Submitting Proposals. If a Respondent is selected as the Contractor, the provisions of Section 2 and 3 of this BV RFP and their corresponding Appendices will bind the Respondent as the Contractor. To the extent that the provisions contained in Sections 2 and 3 speak in terms of the “Contractor,” each Respondent should interpret those provisions as applicable to Respondent in the event that Respondent is selected for award of the Contract sought by this BV RFP. Therefore, the City strongly encourages potential Respondents to pay careful

attention to the provisions of Sections 2 and 3 of this BV RFP and their corresponding Appendices because they will become contractual obligations of the Contractor.

- 1.14.2 All Respondents are encouraged to carefully read this entire BV RFP and its Appendices and Forms before the Mandatory Pre-Proposal Meeting and before submitting a Proposal. The BV RFP will become part of the Contract. The awarded Contractor will be expected to enter into a Contract with the City of Philadelphia consistent with the terms and conditions of this RFP, any and all Forms and Appendices, and Respondent's Proposal. The Contract requires, among other things, insurance, indemnification of the City, Contract Preparation Fee, Performance Bond.

1.15 TERM OF THE CONTRACT

- 1.15.1 The term of the Contract contemplated by this BV RFP shall be for one (1) year with four (4) additional one-year renewal options, at the City's sole and absolute discretion.
- 1.15.2 The "Initial Term" of the Contract will commence on January 1, 2027 to December 31, 2027. The Initial Term will expire at 5:00 p.m. on the date that is one day prior to the one-year anniversary of the Commencement Date. The City may, at its sole discretion, renew the Contract for up to four (4) additional one-year (1) periods (each period a "Renewal Term"). To renew the Contract, the City must provide written notice to the Contractor of the City's desire to renew the contract ("Renewal Notice") at least sixty (60) days before expiration of the Initial Term or then-current Renewal Term, as the case may be. In the Agreement and this BV RFP, "Term" means the Initial Term and all Renewal Terms, if any. In the Contract and this BV RFP, the date the Contract expires, is terminated, or otherwise ends, is called the "Contract Ending Date." Under no circumstances shall any Contract awarded through this BV RFP continue past one year without a notice of renewal.

1.16 PROPOSAL BINDING FOR 180 CALENDAR DAYS

- 1.16.1 Proposals shall remain open, valid, and binding on the Respondent for a period of not less than one hundred and eighty (180) calendar days following the date the Proposal is to be submitted. Respondents may specify a longer such period in the proposal, in which case the proposal shall remain open, valid, and binding on the Respondent for such longer period. The proposal may be withdrawn, and the Respondent may, but need not, refuse to enter into a contract with the City if the proposal has not been accepted within 180 days of the opening of Proposals. A Respondent's refusal to enter into a contract which reflects the terms and conditions of this BV RFP, any and all Forms and Appendices, or the Respondent's Proposal may, in the City's sole discretion, result in rejection of Respondent's Proposal.

1.17 ANNUAL BID SECURITY PROGRAM

In order to be eligible to submit a proposal, all Respondents must be enrolled in the City's Annual Bid Security Program. The program covers the time period from **July 1, 2026 – June 30, 2027**. All Respondents must pay the **non-refundable** Annual Bid Security Program fee of one hundred dollars (\$100.00). The fee should be submitted by way of electronic payment at: [Make a Payment](#). The Proposal Processing Fee can be paid by either: (i) e-check, or (ii) credit or debit card.

(Once the link is selected, scroll down to "City Contracts " and select the box for "Pay the Annual Bid Security Fee").

- 1.17.1 Form 8 should be completed and emailed to pvcoop@phila.gov with the subject line "**FY27 Annual Bid Security Program**" prior to the first opening date that the Respondent wants to submit a proposal and be covered under the program. **Form 8** (Annual Bid Security Application for FY 26) is listed in the Terms and Conditions tab of PHL Contracts.
- 1.17.2 Enrollment and payment of the Annual Bid Security Program must be completed in order to be eligible for award in accordance with Paragraph 2 of the "Services, Supplies, and Equipment Contract Terms and Conditions for Best Value Request for Proposals".

****Please note: Electronic payments made by credit card will have an additional service charge.

- 1.17.3 Failure to submit the Annual Bid Security Fee may result in the Respondent's disqualification from submitting a proposal.

1.17.4 Please provide proof of payment with your proposal.

1.18 PROPOSAL PROCESSING FEE

1.18.1 In addition to enrollment in the City's Annual Bid Security Program, Respondent must pay, for each submitted proposal, a non-refundable Bid Processing Fee of \$25.00. Respondent shall pay this fee by electronic payment at: [Make a Payment](#). The Proposal Processing Fee can be paid by either: (i) e-check, or (ii) credit or debit card.

(Once the link is selected, scroll down to "City Contracts " and select the box for "Pay the Bid Processing Fee").

1.18.2 BV RFP number must be referenced on the payment.

****Please note: Electronic payments made by credit card will have an additional service charge.

1.18.3 Failure to submit the Bid Processing Fee may result in the Respondent's disqualification from submitting a proposal. In addition, if an award is made pursuant to the BV RFP, any unpaid processing fees owed by the Respondent the City must be paid prior to the City's release of any payments to the Respondent under the Contract.

1.18.4 Please provide proof of payment with your proposal

1.19 CONTRACT PREPARATION FEE

1.19.1 Pursuant to Chapter 17-700 of the Philadelphia Code, the successful Respondent must pay a contract preparation fee. Regulations promulgated by the City Solicitor currently establish the following schedule of fees for preparation of the initial contract and subsequent amendments, based upon the amounts involved and whether the successful Applicant is a for-profit or nonprofit entity:

<u>Amount of Contract or Amendment</u>	<u>For-Profit Fees</u>		<u>Non-Profit Fees</u>	
	<u>Contract</u>	<u>Amendment</u>	<u>Contract</u>	<u>Amendment</u>
\$0-\$30,000	\$50	\$50	\$50	\$50
\$30,001-\$100,000	\$200	\$170	\$100	\$85
\$100,001-\$500,000	\$500	\$340	\$200	\$170
\$500,001-\$1,000,000	\$900	\$520	\$300	\$260
Over \$1,000,000	\$1,500	\$1,000	\$500	\$500

1.19.2 The Contract Preparation Fee shall be payable online at the following webpage: [Make a Payment](#). The Contract Preparation Fee can be paid by either: (i) e-check, or (ii) credit or debit card.

(Once the link is selected, scroll down to "City Contracts" and select the box for "Pay the Contract Preparation Fee".

1.19.3 In its discretion, the Law Department may grant a full or partial waiver of any of the above fees in exceptional cases for good cause shown, such as violation of a grant covenant. Governmental entities are exempt from the fees. The Law Department reserves the right to collect up to twice the stated fee if extensive negotiation is required to reach a final contract with the successful Respondent.

1.20 SUBMISSION OF PROPOSAL BY DEADLINE FOR SUBMITTING PROPOSALS

1.20.1 Proposals must be submitted electronically. Each respondent must submit its proposal to the City no later than the deadline for submitting proposals. Each Respondent is solely responsible for electronic delivery of its Proposal on time. The deadline for submitting proposals and the website for submitting proposals are set forth on the cover page of this BV RFP; the City reserves the right to extend the deadline for proposal submission and will notify Respondents by amendment to this BV RFP. Failure to adhere to the submission format and deadlines established by this BV RFP constitute grounds for not considering Respondent's

Proposal.

1.21 PROCUREMENT SCHEDULE

BV RFP Posted	<i>10/2/2026</i>
Mandatory Pre-Proposal Meeting	<i>10/7/2026 at 10:00 AM - City Hall Room 795</i>
Mandatory Site Visit	<i>10/8/2026 at 9:00 AM - 400 North Broad Street</i>
Respondent Questions Due	<i>10/14/2026</i>
Answers Posted on PHLContracts Website	<i>10/23/2026</i>
Proposals Due	<i>10/30/2026</i>
Respondent Interviews, Presentations	<i>Approximately 11/9/2026 through 11/13/2026</i>
Respondent Selection	<i>November 2026</i>
Contract Execution	<i>December 2026</i>
Commencement of Work	<i>1/1/2027</i>

- 1.21.1 The above dates are estimates only and the City reserves the right, in its sole discretion, to change this schedule. Notice of changes to dates, times, and locations prior to the Proposal deadline will be posted on the City's website at: www.PHLContracts.phila.gov. Dates and times listed for interviews, presentations, Respondent selection, Contract execution, and commencement of work may be changed without notice to prospective Respondents.

1.22 REVISIONS TO BV RFP

- 1.22.1 The City reserves the right to change, modify or revise the BV RFP at any time. Any revision to this BV RFP will be posted on PHLContracts with the original BV RFP Details. It is the Respondent's responsibility to check the PHLContracts website frequently to determine whether additional information has been released or requested.

SECTION 2 – SCOPE OF WORK

The Department of Public Property (DPP) is releasing this Best Value RFP for Operations, Maintenance & Support (OM&S) services for the Philadelphia Public Services Building and specified OM&S services for various City facilities upon request. The scope of work consists of issues, but not limited to, the OM&S services of all the facilities, equipment, systems and components comprising the PPSB and support services for other various city owned and leased facilities.

The PPSB is located at 400 N Broad Street. The PPSB houses Police District headquarters, Police Administration Services, 911 services, Medical Examiner's Office and associated labs, Police Detention Unit, Office of Emergency Management and related support staff and agencies, with below ground vehicle entrances.

2.1 SITE CONTENTS

1. The OM&S Contractor is required to provide all the operation maintenance and support services for all the physical facilities and appurtenances making up the PPSB and support services for various other City owned facilities. The OM&S Contractor will be solely responsible for the performance of all work set forth in any final Contract resulting from this BV RFP and for the price set forth in the Contract.
2. The PPSB project includes the PPSB with all its respective physical facilities, complete, and entire, including but not limited to: all interior architectural elements; interior artwork; site elements; exterior architectural elements and artwork; architectural graphics; mechanical systems, and associated energy efficiency practices; electrical systems; lighting systems and associated energy efficiency practices; utilities and their efficient use, and conveying systems. The PPSB project also includes support services for various other City owned facilities but not limited to providing support services in the form of time and material upon request.
3. The OM&S Contractor is responsible for year-round operations of the PPSB project. All work under this contract shall be carried out under the direction of the PPSB Facility Director. Normal hours of operation for visitors at each building is 8:00 AM to 5:00 PM, Monday through Friday.
4. The OM&S Contract will require:
 - a. Independent, financially responsible, creative evaluation and response to the requirements placed on all of the physical facilities making up the PPSB Project (approximately 470,000 square feet of high rise, mixed-use municipal offices, police departments, 911 center, medical examination unit, detention cells, and operating City departments);
 - b. Real-time evaluation and constructive reaction to all of the conditions affecting the mission of the PPSB Facilities Management of the human resources, equipment, and operating systems involved to provide safe, continuous, reliable, code compliant full-service operation of PPSB and support for City Hall;
 - c. Exercise of experienced senior management prerogatives to commit the OM&S Contractor's financial resources in procurement of supplementary material and labor beyond stated basic contract requirements, as required to respond to unpredicted non-routine failures, and/or disarrangements of physical plant facilities, in order to support and assure meeting the PPSB Mission Requirements;
 - d. Preparation of analysis, and recommendations for intermediate, and long term planning of improvements to overall annual operating costs as affected by optimization of OM&S Contractor's labor (staff size), minimizing attic stock inventory; reduction of consumables, energy conservation; and adaptive change/modification to conditions of systems and equipment;
 - e. Recommending and justifying improvement/change in existing/new, and/or planned subcontracts for service (material and labor) of all physical plant facilities;
 - f. Managing critical OM&S support personnel through designated new or modified subcontracts to reach OM&S BV RFP performance requirements. The OM&S Contractor's responsibility extends from the property boundary of the building throughout all the grounds, building spaces, facility systems, and

service utilities to the building from the utility company service contract boundary.

2.2 FACILITY PROFILE

1. Location: Philadelphia Public Services Building, 400 N. Broad St.
2. General: The PPSB site is bounded by the School District of Philadelphia on the north, Callowhill Street on the south, N 15th St on the west and N Broad Street on the east. The entire site consists of 2.5 acres of which the footprint of the garage is approximately 1 acre. The square footage of the building is 470,000 s/f. The building footprint in the main floor is 69,000 sf. with 21,000 sf. of paved surfaces. Access to the public main entrance is on the northern side of N Broad St, employees can access at the center of N Broad St with a secondary entrance located on the West side of the building from N 15th St. Additionally, there is an entrance for criminal registrants on the northern side of 15th St. The street level loading dock is on N 15th St and the underground loading dock is accessed from the SW corner of the building, from 15th St. The underground loading dock has direct access to the Parking Garage west of N 15th St. The building has 25 floors plus the dome.

This includes the basement, mezzanine level, a 19-story tower and a solarium above the 12th floor. There are approximately 900 employees located in this building and a total of 1,500 reporting to the building on a daily basis. The Parking Garage at 1501-1525 Callowhill St is bounded by the Hamilton Building to the North, 15th Street to the East and 1527 Callowhill parking lot to the West and Callowhill St to the South. The Property totals approximately 1.21 acres. The Property is a one 5-story commercial open parking garage building, with a partial basement, and totals approximately 544 parking spaces (not including the lower level).

The building was constructed in 2001 and is a precast reinforced concrete structure. The building generally occupies the entire site except for the South, East, and West sides. The South side has a 3.53' setback. The East side has a 25' proposed easement and the West side has a 6' setback which includes a ramp that provides personnel access (non-vehicular accessible from ramp) to the partial basement level. The office space known as the "Boot Jack Office" is not currently occupied.

The max vehicle height for the garage is 7'-0". The property is currently known as the Park America, Inc. from exterior signage. The partial basement level is accessible from the ramp located on the west side using a gated metal. The Boot Jack Office is located on the basement/lower level. The interior walls typically consist of painted CMU. Ceilings are suspended ceiling panels with R-15 rigid insulation. Floors are sealed concrete in office areas, concrete in mechanical/electrical/plumbing areas, and bituminous paving at the outdoor delivery area. All doors are hollow metal.

3. Site Utilities - The site is serviced by public water and sanitary sewer supplied by the City of Philadelphia. Gas is supplied and maintained by the Philadelphia Gas Works. Water: Single loop fire/domestic water. Electric: Dual feed 13.2 KV power from PECO Energy Company.
4. Site Lighting – Exterior lights are LED fixtures mounted on the building.
5. Building Parking/Loading – At 15th and Callowhill Streets, there is a ramp that allows access to the Police Detention Unit, Utility service provider access, and additional building deliveries. The basement services are accessed through access controlled gate, staffed by PPD, located at the southwest corner via 15th St. The asphalt drive descends west to east parallel to Callowhill St., turns north then descends east to west down to the lot below 15th St. There is a 12' wide sidewalk along the east, south and west perimeter. 15th St at street level has a sallyport for the Medical Examiner's Office and entrance for building deliveries that provides direct access to a freight Elevator.
6. Building Narrative Description - The PPSB building gross building area of 470,000 square feet is approximate. The City functions and departmental tasks provided by PPSB include, but are not limited to the following:
 - a. 1 (one) Police District

- b. Police Administrative Services including PPD Leadership
 - c. Main 911 Call Center
 - d. Main Medical Examination Unit w/Autopsy, coolers 2 & BSL-2+3 labs.
 - e. 24/7 operations for the Arraignment Support Unit
 - f. Police Detention holding cells
 - g. Public Waiting Spaces;
 - h. Main Public Lobby
7. PPSB Operations including:
- a. DPP Facilities Director
 - b. Facility's Professional Service Contractor and Subcontractors
8. Housed in mechanical rooms, basement, and rooftop penthouse, these systems and equipment include, but are not limited to:
- a. Vertical transportation system consisting of:
 - b. Elevator 1 & 2 – SW corner of the building. Passenger Elevator for floors B – 4
 - c. Elevator 3 – NW corner of the building. Service Elevator for floors B – 4. ****Note: Detainees might be transported with this Elevator.**
 - d. Elevator 4 – Mid building, north side. Passenger Elevator for floors B – 4 and designated for MEO use.
 - e. Elevator 5 – Mid building, north side/adjacent to Elevator 4. Passenger Elevator for floors B – 4 and designated for PPD use and homicide detainees.
 - f. Elevator 6 – Mid building, north side/adjacent to Elevator 4. Passenger Elevator for floors B – 3 and designated for PPD use and possibly Homicide detainees.
 - g. Elevator 7 – Does not exist
 - h. Elevator 8A & 9B – Historic lobby, north side. Passenger Elevator for floors B – 18. Elevator 10D & 11C – Historic lobby, south side. Passenger Elevator for floors 1 – 18.
 - i. There are no escalators or dumbwaiters.
 - j. There are two sallyports and one loading dock:
 - i. MEO Sallyport – located adjacent to 15th Street on the first floor. Elevator 1 & 2 are closest.
 - ii. PPD Sallyport – located adjacent to 15th Street in the basement. Elevator 3 is closest.
 - iii. Loading Dock – located adjacent to Broad Street in the basement. Elevator 8A & 9B are closest.
 - k. Three (3) York Chillers, 1200-ton capacity; equipped with variable frequency drives (VFD's). System includes chilled and condenser water pumps, cooling tower chemical treatment system and other auxiliaries.
 - l. Two (2) Laars Magnatherm Boilers provide for building heating systems. In addition, (3) three hydronic Laars, NTH-399 boilers and (1) one oil Unilux ZF 600W boiler.
 - m. A central computer controlled, fully instrumented digital energy monitoring and control system.
 - n. A fully computerized automatic temperature control system, designed to provide specified levels of ventilation and smoke evacuation in the event of fire.
 - o. Miscellaneous HVAC systems include computer room air conditioning, cabinet heaters, fan coil units, perimeter finned tube radiation, Elevator room conditioning and general ventilation systems.
 - p. A domestic water pumping system, including 14 Armstrong pumps, boosts City water to the required pressure at the top floor.
 - q. Variable air volume air handling systems providing air to distribution systems and variable air volume shutoff and variable air volume fan powered terminal units.
 - r. Twenty-three (23) fan systems providing return air and exhaust functions.

- s. A wet pipe sprinkler system provides coverage for all areas of the building through the use of a fire pump providing adequate water pressure for this system and is served by two independent 8" fire water service connections to the City water systems.
 - t. Dual feed high tension electric power utility service.
 - u. Double ended electrical substations 3,000 kilovolt amp/2,250 kilovolt amp, respectively, and associated distribution panels with motor control centers.
 - v. Single 2,250 kilovolt amp substation for mechanical services.
 - w. 1,600 ampere vertical distribution bus ducts.
 - x. 1,200-kilowatt emergency back-up power generator and distribution systems. A buried dual containment fuel oil tank with leak detection systems is provided for storing diesel fuel for the generator.
 - y. Advanced communication, security, fire alarm, and fire suppression systems.
9. Description of Mechanical Systems,
- a. HVAC General Systems Description - Of the approximate total of 470,000 square feet total enclosed structure, approximately 450,400 square feet are air conditioned, and the remainder is heated and ventilated.
 - b. Chilled water generated by (3) York YK MaxE 1200 ton (400 ea) centrifugal water Chillers. These chillers along with a pump package supply chilled water.
 - c. The Chilled water piping system provides cooling to air handling units throughout the building.
10. Hot Water System
- a. Two (2) Laars Magnatherm boilers with three (3) Laars NTH boilers and one (1) Unilux oil fired boiler provides hot water for the building.
 - b. Chemical treatment is introduced through a chemical shot feeder tied in across the hot water pumps.
11. Chilled Water System
- a. Three chillers provide the chilled water source to the chilled water distribution system. Each chiller rated at 1,200 ton capacity.
 - b. Primary chilled water loop included six pumps, each pump sized to match chiller requirements.
 - c. These pumps provide constant volume water flow through the chillers and deliver their output to the secondary site distribution loop variable speed pumping stations.
 - d. Chemical treatment is introduced through a chemical shot feeder tied in across the hot water pumps.
12. Cooling Tower System
- a. One (1) BAC CT-5-1 Cooling tower.
 - b. Chemical treatment of the towers is provided by automatic chemical treatment system providing biocide, acid and blow down control.
13. Fuel Oil System
- a. N/A (building mechanical systems now all gas/electric/steam energy sources).
 - b. Fuel oil for emergency generator stored in (3) separate 8,000 gallon underground fiberglass double wall storage tank. A fuel oil package pump set allows for 72hrs of run time. Fuel consumption at 100% load is 138 GPH.
14. Air Handling Systems
- a. Units are of two basic types; those that have cooling and heating coils, and those that have a cooling coil only.
 - b. Air handling units included the following components: multi-blade air foil type fan, low leakage type

- outside and return air dampers, 2-inch disposable filters, hot and chilled water coil sections and filter/mixing box section.
 - c. Heat recovery units are interconnected with exhaust fans and air handling units to extract heat from exhaust air and preheat outdoor air for 100% OA unit.
 - d. (9) Daiken AHUs, (1) Daiken OAU, (8) Computer Room AHUs.
 - e. Variable Refrigerant
 - f. Variable refrigerant systems assist conditioning of the building. (8) Daiken VRFOs located on the 12th flr and (2) LG VRFOs on the 5th floor.
15. Fan Terminal Units
- a. (18) fan terminal units provide additional heating and cooling for Offices and machine rooms.
16. Ductwork and Distribution
- a. Supply and return air distribution systems are provided by sheet metal ductwork with connections to grille, register or diffuser.
 - b. The air distribution system has variable air volume (VAV) zone thermal control. VAV boxes are two types: shut-off and fan powered.
 - c. In addition to air conditioning equipment, sheet metal duct is provided for ventilation supply and exhaust systems.
 - d. (23) exhaust fans are distributed through the building.
17. Ventilation Systems
- a. Temperature control ventilation systems are provided for mechanical room, electrical rooms and similar spaces. The ventilation consists of either matched supply and exhaust fans or exhaust fans with intake louvers.
 - b. Fume/contamination control for toilet areas, dressing rooms, etc., is provided by exhaust fans for that space.
 - c. Smoke control is incorporated into the air handling systems and entails, in general, setting the air handling units and dampers in appropriate operation and controlling numerous smoke and smoke/fire dampers within the distribution ductwork.
 - d. Distributed through the building are 156 VAVs and 59 CAV/Es.
18. Heating Systems
- Space heating for most areas is provided by the air handling units serving that space. Where this is not the case or supplemental heating is required, heat is provided by unit heaters.
- a. (28) unit heaters are located within the building.
 - b. (2) Tranter Heat Exchangers.
 - c. (2) VRFI units
19. Automatic Temperature Controls/Building Automation System
- a. A direct digital control system is provided to control the followingsystems:
 - i. Boilers and associated pumps.
 - ii. Heating coil pumps.
 - iii. Variable speed chilled and hot water pumps.
 - iv. Fin-tube radiation system.
 - v. Return and exhaust fans.
 - vi. VAV control boxes.
 - vii. Air Handling Units.
 - viii. Building smoke control.
 - b. Monitoring of the domestic hot water system and chilled water distribution.
 - c. System is a distributed control system with a personal computer based central supervisory and monitoring operator interface.
20. Domestic Water System (Hot & Cold)

- a. Two separate 6" water service from City of Philadelphia water main is provided in the basement. A backflow preventer station is provided at building service entrance. Each incoming water service consists of one (1) 6" backflow preventer, water meter and associated valves.
 - b. One (1) constant pressure pump set is provided for distribution of domestic water through the building.
 - c. Multiple hot water heaters with varying storage capacity are provided. The heaters provide hot water for distribution to toilet rooms and detention cells. In addition, instantaneous water heaters with 1 gph recovery provided for local usage in the toilet rooms.
 - d. Domestic hot water supply piping equipped with self-regulating heating cable installed below the insulation to maintain hot water temperature.
21. Combined Sanitary/Storm Drainage System
- a. The building sanitary drainage system consists of drainage from water closets, urinals, lavatories, sinks, showers, mop receptors, drinking fountains, and floor drains.
 - b. Duplex sewage ejection station provided in sub-basement discharges sanitary drainage from basement floor to building drain.
 - c. The Storm Water System consists of roof drains, rainwater conductors, cleanouts, area drains and piping system, above and below floor, for approximately 50,000 square feet of building roof area.
22. Plumbing Fixtures
- a. The modular 304SS combo type plumbing fixtures are provided in the detention cells of the building and the institutional and personnel use type including handicapped plumbing fixtures are provided in the rest of the building.
 - b. The building plumbing fixtures include the following:
 - i. Combination lavatory/toilet, 304SS fixtures including handicapped.
 - ii. Plumbing fixtures including handicapped.
 - iii. Finished and rough brass plumbing fittings.
 - iv. Vitreous china plumbing fixtures.
 - v. Trim for water closet bowls, tanks, and urinals.
 - vi. Drinking fountain and self-contained, mechanically refrigerated drinking water coolers.
 - vii. Faucet washers and drain assemblies for plumbing sinks.
 - viii. Flush valves for water closet and urinals.
 - ix. Support for off-the-floor plumbing fixtures.
23. Natural Gas System - The natural gas system consists of meter station, gas booster pumps (1- running, 1- stand-by), associated valves and distribution piping to the chillers located in the penthouse. Each chiller provided with main and pilot gas train as required by NFPA.
24. Fire Protection Piping System
- a. The building fire piping system consists of pipe, fittings, valves and connections for sprinkler systems which include pre-action systems.
 - b. Two independent 6" water services from City of Philadelphia water main are provided in the basement. Each incoming water service includes of one (1) 6" or 8" backflow preventer, with associated valves.
25. Wet Standpipe System
- a. A wet standpipe system is provided in the building. A fire department connection (FDC) is located near the corner of 15th St and Broad St.
 - b. The system originates from 8" fire main located in the basement.
26. Two (2) diesel fire pumps, located in basement mechanical room, is provided to develop the required system pressure. The 1,000 gpm @ 200 psi pump and 1000 gpm @ 150 psi pump are horizontal split case type equipped with circulating relief valve, ball drip valve and fire pump controller. A jockey pump is provided to maintain system pressure during normal (non-fire) operation.
27. Sprinkler Systems
- The entire facility is covered by either a wet pipe, dry pipe or pre-action system. Each system contains the

appropriate equipment and appurtenant devices as follows:

- a. Concealed type sprinkler head.
- b. Standard upright type sprinkler heads.
- c. Standard pendent and detention type pendent sprinkler heads.
- d. Wet pipe alarm check valve, dry pipe valve or pre-action deluge valve with trim as appropriate.
- e. Pre-action flow control system.
- f. Electric alarm gong.
- g. Water flow switch.
- h. Valve Supervisory switch.
- i. Fire department connections.
- j. Air compressors for dry pipe and pre-action systems. (One compressor located in subbasement, one in garage and one on third floor).

28. Compressed Air Systems - Package compressed air system provides compressed air for pneumatic actuators located in penthouse. System consists of duplex compressor, dryer, storage tank and controls.

29. Description of Electrical Systems,

This section of the specification is not all inclusive and is based on original construction documents. Arrange a site visit to become familiar with all conditions affecting the work scope, and construction conditions.

a. Primary Distribution

- i. Primary service for the facility is supplied by PECO Energy via two normally energized 13.2 kVAC underground utility service lines. The service entrance terminates in a PECO approved switch gear line up of metal clad vacuum circuit breakers located in the building basement. The 13.2 kVAC switch gear contains the provisions for: utility metering; a primary selective transfer scheme; spaces for the installation of future circuit breakers; and circuit breakers required for distribution at 13.2 kVAC.
- ii. Avtron Model K875A-MV Medium Voltage Outdoor Resistive Load Bank System rated at 2000 kW at 480 Volts AC, 3 Phase, 3 Wire, 60 Hertz, 2408 Amps per Phase.
- iii. Active circuit breakers provide power to two double ended substations and three unit substations. The double-ended substations have secondary tie circuit breakers. All power transformers associated with the substations have primary disconnect switches to allow isolation of units fed on the same 13.2 kVAC circuit breaker.

b. Equipment and Motor Loads

All major equipment loads and motors are serviced at 480 volt, 3-phase from distribution and power panels located near the load. Each floor has a dedicated motor control center (MCC) which incorporates the necessary starters and controls. The penthouse, where most of the heating and Air Conditioning equipment is located, is serviced by five MCC's. Smaller motors and equipment are serviced at 120 or 208 volts via local step-down transformers and distribution panels.

c. Lighting

- i. General LED, fluorescent and high intensity lighting requirements are serviced at 480/277 VAC from lighting panels located in secure electrical rooms or closets. As a general rule, each floor is serviced by one 225 A panel fed from a circuit breaker connected to the plug-in busway. Various lighting fixtures are utilized as required to provide the most efficient lighting for the space.
- ii. Outdoor and main lobby lighting is mainly LED lights. Critical areas (IE: basement) in selected rooms are provided with enclosed security type fixtures.
- iii. Most LED lamps are energy efficient type (T1 Columbia Lighting -1. LCAT24-34MLG-R- EDU - 39 Watts, 3500k, 277V, Recessed 2x4). Public areas are provided with local switching and secure areas are switched with key operated switches or switching panels having controlled access and/or guard control.

d. Site Lighting – Building mounted LED lamps.

e. General Purpose Receptacles and Power Requirements

- i. General power is provided by three phase dry type step down transformers which provide 208/120 VAC power to local panels for branch circuit distribution to general purpose receptacles and small

- power loads.
- ii. Typically, floors 1-5 are supported by two 75 kVA transformers, fed from the floor lighting panel, and the associated 225 A distribution panels; and one 30 kVA transformer, fed from a plug-in circuit breaker, and the associated 100 A distribution panel.
- f. Emergency Power and Lighting - Emergency power and lighting is provided by (3) 1250 kW, 480/277 VAC diesel generator installed outdoors. A Russelectric Paralleling Switchgear supports the distribution of power.
- g. Lightning Protection System - All rooftop equipment, steel parapet railings and the building steel is connected to a "Master Label" lightning protection system.
- h. Fire Detection and Alarm System – Alarm system devices include: 76 pull stations, 248 smoke detectors, 102 duct detectors, 849 combined strobes and voice speakers, 162 strobes, 46 speakers, 102 fire/smoke dampers, 102 fire phones, 48 rescue alert stations and 12 valve supervisory switches. All valve supervisory switches and alarm signaling devices are connected to the fire alarm panel which is then connected to send these alarms and supervisory signals to a central station monitoring service. By means of a digital full duplex multiplex communication system, activation of any device initiates communication with various addressable devices, annunciation, local and remote computer functions, smoke control devices, and the central station. The system has selective voice paging and two-way fire fighter communication.

2.3 MINIMUM STAFFING REQUIREMENTS

1. Provide an OM&S PPSB Organization Chart.
 - a. Description of the Minimum Acceptable Position Classifications for OSSF, to be assigned to the PPSB Project. Provide OM&S Contractor employees to fill each position, as a minimum requirement. Adaptively predict and recommend adjustments of OSSF job classifications, for any OM&S Contract years to respond to real time issues of the operation of the PPSB Facility. Propose updates, on a real-time basis, obtain approval of any and all adjustments to this list from the PPSB Facility Director. Note: all employees will be subject to a background check. (Local and FBI)
 - b. Description of the Minimum Acceptable Position Classifications for JCP, to be assigned to the PPSB Project. Provide Subcontractor employees to fill each JCP position, as a minimum requirement. Adaptively predict and recommend adjustments of JCP job classifications, for any OM&S Contract years beyond to respond to real time issues of the operation of the PPSB Facility. Propose updates, on a real-time basis, obtain approval of any and all adjustments to this list from the PPSB Facility Director.
 - c. Description of the Minimum Acceptable Position Classifications for SGP, to be assigned to the PPSB Project. Provide Subcontractor employees to fill each SGP position, as a minimum requirement. Adaptively predict and recommend adjustments of SGP job classifications, for any OM&S Contract years beyond to respond to real time issues of the operation of the PPSB Facility. Propose updates, on a real-time basis, obtain approval of any and all adjustments to this list from the PPSB Facility Director. Please note the staffing and coverage requirements for the SGP Subcontract shown in Part IV of this RFP.
 - d. OM&S PPSB Project. Summary of employee job classifications required education certifications, experience, skills and other requirements.
 - e. Security Guard Personnel Shift Worktable. Comply with the anticipated schedule for overlap and coverage shown in the security shift worktable; comply with the minimum, specified, acceptable, number of SGP. Adaptively predict and adjust the actual spread of assignments to respond to real-time planning issues of the operation of the PPSB project. Maintain the overlapping coverage described. Propose updates, on a real-time scheduling basis, obtain approval of adjustments to this spread from the PPSB Facility Director.
2. Based on the descriptions and exhibits listed in the Special Provisions, this BV RFP specifies that the OM&S Contractor provide at least the minimum totals necessary to satisfy the contract requirements (OSSF, JCP & SGP).

- a. The proposer, based on their experience, should propose the number of qualified personnel who will adequately maintain the facilities. Present a full disclosure rationale, justification for and breakdown of proposed changes in the manpower schedule. Provide a complete, comparable, comparative schedule of manpower/hours/qualifications as part of the proposal and include financial data in the cost proposal submission.
- b. Submit your proposed schedule of planned mobilization and include pricing in your submission.
- c. The City reserves the right to approve calendar dates, after an award has been made or to require reasonable changes at no additional cost to the City.
- d. OM&S Contractor Management
 - i. Overtime for the management positions of the OM&S Core Team shall be absorbed at the OM&S Contractor's expense.
 - ii. The OM&S Project Manager shall be fully responsible for all OM&S tasks and responsibilities.
 - iii. Provide OM&S tradesmen supervision at all times.
 - iv. Submit your management.
- e. Subcontractors
 - i. The OM&S (OSSF) shall provide all of the OM&S physical work tasks on all of the physical facilities of the PPSB, with the exception of: subcontracted work carried out by others under his/her management and direction
 - ii. The OM&S Contractor shall designate in his/her Proposal, and include in his/her price proposal, all costs for the subcontracts defined as Routine Subcontract Work. The minimum staffing requirements to administrate this subcontract and schedule of work shall be the responsibility of the OM&S Contractor.
 - iii. During the OM&S Contract, the OM&S Contractor shall define, as part of his/her management tasks, all schedules and minimum subcontractor requirements prior to presentation to the PPSB Facility Director as part of the PPSB approval process.
 - iv. The OM&S Proposer may list his/her own firm (outside OSSF) as a source for possible future subcontracts and may use his/her firm as a designated subcontractor in the price proposal for defined Routine Subcontract Work with the understanding that no physical work or subcontract management work may be performed by the OM&S Contractor's OSSF. In relation to subcontracts, the responsibilities of the OM&S OSSF is restricted to providing management, and direction of all services as the City's PPSB Facilities representative in control of the subcontracts.
 - v. The PPSB Facility Director reserves the right to add a maximum of three candidate subcontractors to the list of firms solicited by the OM&S Contractor under the subcontracts.

2.4 COORDINATION WITH THE PPSB FACILITY DIRECTOR

1. The OM&S Contractor in the course of its work under this contract is responsible for maintaining continuous communications cooperation, and coordination with the PPSB Facility Director, DPP, OSSF and OM&S subcontractors.
2. Reports - The OM&S Contractor will provide the PPSB Facility Director with written reports as follows:
 - a. Weekly - Activities of the week by OSSF, JCP and SGP, including work performed on a regular basis; problems encountered; solutions achieved; Work remaining, including proposed solutions and time to complete; personnel status, including need to supplement regular OSSF, regular JCP, and/or regular SGP, and use of absent time allocations; any personnel changes, including reason, projected activities for the next two weeks; use of any subcontract work; use or request of any FLMA work;
 - b. Monthly - Submit with monthly invoice a compendium of the weekly progress reports; a two -month-look- ahead schedule of activities; report on the overall condition of the facility; report on the overall status of the OM&S Contractor Responsibilities.
3. Reports will commence with the conclusion of the OM&S Contractor's first week under contract and continue on an uninterrupted basis throughout the term of this contract. The reports required in this section are in addition to, but may include information from the CMMS System reports.
4. If for any reason, the OM&S contract is terminated, the outgoing OM&S Contractor shall continue at full

mobilization up to a maximum of a 60-day period immediately following formal notification by the City of OM&S contract termination. For the said maximum 60-day period the OM&S Contractor shall exert maximum managerial effort and continue to perform all tasks of the OM&S contract in a manner acceptable to the PPSB Facility Director and assure a smooth transition of the PPSB OM&S program to the City or the City's designated representative.

2.5 TIMEKEEPING

1. Upon commencement of the OM&S Contract, establish shift time clock-in/out time records for OSSF, JCP and SGP, for all hourly personnel including all OSSF, all JCP, and all SGP. Provide time clocks within the building. Time records must record the date, shift, and positions being filled, and show columns for clocking-in and clocking-out with respective times and are applicable to all of the OM&S Contractor's OSSF, as well as all JCP and SGP. Establish and control sign-in and sign-out procedures for all other subcontractors, and agents, visiting the PPSB, including but not limited to: the original building contractors; and those involved in administration management, physical work under the subcontracts.
2. Submit formal copies of "Certified Original Time Records" and/or "Certified Payroll Records" for OSSF, JCP and SGP (retain originals in file) to the PPSB Facility Director on a weekly basis for review and approval. Submission of these records are to be made through *LCP Tracker*, the City of Philadelphia Labor Standards Unit electronic system, <http://www.lcptracker.com/>.
3. The approved weekly time records for OSSF, JCP and SGP will be used by the OM&S Contractor to compute monthly billings for all material, labor, and authorized subcontract work.

2.6 BASIS OF PAYMENT

1. Definition of terms in this section: (See General Provisions Definitions also)
2. Actual Regular Salary Costs, OSSF - Actual Regular Salaries and payroll paid to the OM&S Contractor's OSSF for non-emergency, regularly scheduled work in accord with the Proposer's Labor Rate Schedule Chart, including fringe benefits plus indirect overhead, including absent time cost, and excluding OM&S Contractor's Fee.
3. Premium Overtime OSSF Work - Premium overtime rates shall be the statutory rate based on the labor costs presented in the Proposer's Labor Rate Schedule Chart (LRSC/OSSF), excluding absent time cost.
4. During the term of this contract including any renewal periods, the City will not be responsible or obligated to fund all or part of any price increase assumed by the OM&S contractor and any of their subcontractors, although the City reserves the right, in its sole discretion and for the purpose of preventing labor disruption, to increase funding when the increase results from a new Collective Bargaining Agreement covering workers at the PPSB. Projections for wage and health and welfare increased costs which may occur during the out years of this contract must be included in the OM&S contractor's submittal to the extent this information exists at the time of proposal submission.
5. Direct Non-Salary and Non-Subcontracted Work - Includes purchases of material and expense funded through FLMA, with markup described in General Provisions.
6. Actual Regular Salary Costs JCP - Actual Regular salary cost paid by the OM&S Contractor to the JCP Subcontractor under a labor reimbursement, hourly contract, for non-emergency, regularly scheduled work in accord with the Proposer's JCP Labor Rate Schedule Chart (LRSC), including all of the subcontractor's fringe benefits (indirect and direct overhead) including absent time cost and the OM&S Contractor's profit and overhead.
7. Premium Overtime, JCP Work - Premium overtime rates shall be statutory rate based on the labor costs presented in the Proposer's Labor Rate Schedule Chart (LRSC), excluding absent time cost, and include OM&S Contractor's burden charge for OM&S main office overhead and OM&S Contractor's profit.
8. Actual Regular Salary Costs, SGP - Actual Regular Salary cost paid by the OM&S Contractor to the SGP Subcontractor under a labor reimbursement, hourly contract, for non-emergency, regularly scheduled work in accord with the Proposer's JCP labor rate schedule chart (LRSC), including all of the subcontractor's fringe benefits (indirect and direct overhead) including absent time cost and the OM&S Contractor's profit and overhead.
9. Premium Overtime, SGP Work - Premium overtime rates shall be statutory rate based on the labor costs presented in the Proposer's Labor Rate Schedule Chart (LRSC), excluding absent time cost.

10. The basis of Payment for the above services shall be as follows:
 - a. OSSF Work
 - i. Basic Services - Cost plus fixed fee, on a monthly basis.
 - ii. Compensation for actual regular full day's work, paid to OSSF, engaged exclusively on the PPSB project, based on Certified Time Records, and approved rates.
 - iii. Payroll overhead shall be in accord with cost proposal, each offeror to submit a summary of direct overhead and indirect overhead as a percentage of actual normal payroll rates. The overhead calculation shall cover the staffing levels proposed.
 - iv. Fee shall be earned monthly, at a value equal to 1/12 of the total of OM&S annual fee values, as entered on the cost sheet for each of the contract term. Fees are adjusted (reconciled) based on actual costs. Actual costs are based on submission of receipts for service, parts, supplies and certified payroll records
 - b. OSSF Overtime, Cost plus fixed fee, based on approved overtime plus fixed fee, paid on a monthly basis.
 - i. Compensation for premium time worked, to OSSF, engaged exclusively on the PPSB project, based on Certified Time Records and statutory overtime rates.
 - ii. Payroll overhead shall be a percentage of the actual overtime payroll rate. Submit an analysis to justify the Overtime Payroll rate proposed.
 - iii. Fee shall be computed in accord with the General Provisions specifications and paid monthly.
 - iv. OSSF - Beyond Basic Proposal
 - v. Cost plus fixed fee, on a monthly basis.

2.7 JCP AND SGP SUBCONTRACTOR WORK

1. Basic Services
 - a. Actual labor expended using specified hourly rates from the selected contractor and described in chart LRSC.
 - b. Compensation for regular full day's work, paid to subcontractor, engaged exclusively on the PPSB Project, based on certified time records and approved rates.
 - c. All subcontractors overhead shall be included in the effective hourly rates listed for the subcontractor. Subcontractor's fee, as included on fee sheets shall be used to compute the total effective hourly rate of subcontractor personnel.
2. Overtime
 - a. Actual labor hours expended using specified burdened premium overtime hourly rates, paid on a monthly basis.
 - b. Compensation for premium time worked to the subcontractor, for its employees engaged exclusively on the PPSB Project, based on Certified Time Records.
 - c. Submit an analysis to justify the overtime payroll rate proposal.
3. Beyond Basic Proposal
 - a. Cost as incurred, based on subcontract, on a monthly basis.
4. Basic Service Subcontracts, except: JCP and SGP
 - a. Paid on the basis of the cost Proposal itemized list.
 - b. Paid monthly based on percent complete.
5. Based on subcontracts, approved by the PPSB Facility Director. Paid monthly based on percent complete.
 - a. Additional Work – Subcontracts
 - i. Based on change orders approved by the PPSB Facility Director.
 - ii. Paid monthly based on percent complete.
6. Direct Purchases of Materials and Direct Expenses
 - a. As approved by PPSB Facility Director.
 - b. Paid monthly based on approved invoices, and verification of material stored in safe and secure storage.
7. Compensation of premium time OSSF direct overhead shall be computed and detailed separate from straight time OSSF direct overhead and shall be proposed on the basis of a percentage of actual hourly emergency overtime payroll rate. Submit accountant's details.
8. In accordance with the Cost Proposal section, include a summary of the overhead or indirect costs on all

- OSSF hourly costs, expressed as a percentage of the actual hourly straight time payroll rates. Provide a breakdown of the costs.
9. Compensation of premium/emergency time to be expended by JCP, and/or SGP direct overhead shall be computed and detailed separate from straight, regular time JCP and SGP direct overhead, and shall be proposed on the basis of a percentage of actual hourly emergency overtime payroll rate. Submit Accountant's details for both JCP and SGP.
 10. In accordance with the Cost Proposal section, include a summary of the overhead or direct costs on all JCP and SGP labor, expressed as a percentage of the actual hourly straight time payroll rates. Provide a breakdown of the costs.
 11. Payment to the OM&S Contractor shall be a monthly basis for actual JCP and SGP burdened costs, based on subcontract payroll tabulations. OM&S Contractor's monthly invoices must clearly identify all costs. No payment shall be made for work performed under these subcontracts, until the OM&S Contractor furnishes duplicate itemized statements of the costs for such work, including: certification that the labor has been provided; the basis of the billing; description of the work; copies of OM&S Contractor's approved JCP and SGP time sheets; and the OM&S Contractor's recommendation of payment.
 12. Payments for materials, parts and equipment approved by the PPSB Facility Director funded from FLMA shall be accompanied by original receipts, invoice for materials used, including transportation in general agreement with the approved Purchase Order for each task and occurrence.
 13. Provide written invoices and original receipts for materials authorized to be purchased by the OM&S Contractor. If however, the materials used in the work are not specially purchased, but taken from the OM&S Contractor's Company Stock, outside the PPSB project, then in lieu of original receipts and invoices, the statements shall be accompanied by an affidavit of the OM&S Contractor which certifies that such materials were taken from his/her Company Stock, that the quantity claimed was actually used, and that the price and transportation, as actually claimed represents actual cost.
 14. Should any expense be caused, for which the City shall be compelled to pay out money on account of the neglect or fault of the OM&S Contractor or any of the OM&S Contractor's subcontractors, or for any reason, such amount may be deducted from payment due under this contract. Payment may be withheld at any time, if in the judgment of the PPSB Facility Director, the work is not proceeding in accordance with the contract, or OM&S Contractor does not comply with the requirements of the OM&S Contract Documents.
 15. Any increase in the items included with direct overhead costs which results from changes to applicable tax laws shall be reimbursable to the OM&S Contractor.
 16. The hourly rates stated for each of the calendar years of the OM&S contract term, shall be guaranteed by the Proposer, with no escalation permitted.
 17. Submit for approval by the City, prior to the assignment of personnel (OSSF, JCP, SGP) to any phase of the work, a schedule of personnel by names, classification, and rate of pay proposed to be utilized in this contract, and in agreement with the "Proposer's Price Proposal". All changes to this schedule must have prior written approval of the PPSB Facility Director before being authorized for billing.

2.8 ON-SITE, OM&S OFFICES AND MAINTENANCE SPACES

The PPSB Facility Director will provide the OM&S Contractor with the following OM&S Contract Administrative Office Space, and Storage Space:

- Office space location – Rm 003 & 1-135
- Administrative space location – Rm 008
- Shop space location – Rm 008
- Storage space location – Rm 004
- Mechanical maintenance location- 05-025

The City will provide telephones, outlets, phone lines and fax lines for the use of the OM&S Contractor at storage areas and in individual OM&S building management spaces. City PIN-numbers will be assigned to the OM&S Contractor for his/her use and control. The City will back bill the OM&S Contractor for any toll calls and outside service charges (generally those beyond the City Metropolitan Area). The phone system thereby placed at the free use of the OM&S Contractor permits toll free communication throughout affected City Municipal Departments and Buildings. Provide all furniture, office equipment, computers, reproduction equipment, fax equipment, file cabinets, storage cabinets, and all other items necessary to efficiently operate all OM&S office spaces and central control. Electricity will be provided by the City gratis.

2.9 PAYMENT AND INVOICES

1. A proper invoice shall include a description of the items or services provided. The basis for the billing, the contract or purchase order number, OM&S Contractor's federal identification number, and the name and address of the proper invoice recipient. For the purpose of this contract an amount will not be deemed due and payable if:
 - a. The proper invoice has not been received by the party specified in the contract within (6) months of material received or service rendered.
 - b. The invoice or performance under this contract is in dispute or the OM&S Contractor has failed to otherwise comply with the provisions of this contract.
 - c. The items or services do not meet the quality requirements of this contract.
 - d. The OM&S Contractor has not submitted satisfactory documents or other evidence required by the PPSB Facility Director or by the contract concerning preventive maintenance, repair, emergency response, and overall performance.
2. All invoices or correspondence pertaining to invoices shall be identified with the contract number and forwarded to the following address:

CITY OF PHILADELPHIA
DEPARTMENT OF PUBLIC PROPERTY ROOM 796 CITY HALL
PHILADELPHIA, PA 19107
ATTN: PPSB Facility Director

3. Any invoice submitted after 90 days of service rendered or material received will be subject to a 10% fine of the total invoice amount deducted from payment.

2.10 BILLING FOR EXTRA WORK AND MATERIAL PURCHASE

1. The City shall be authorized to request the OM&S Contractor to perform work under the FLMA using OSSF, JCP and SGP.
2. The cost of materials required to be purchased for work under the FLMA are considered non-salary costs, with stated markup by the OM&S Contractor. Invoices for materials acquired under the FLMA shall show actual cost. Prior to the purchase of parts or materials, the OM&S Contractor may be required by the PPSB Facility Director to seek cost estimates, which shall accompany any requisitions for said materials. NOTE: The OM&S Contractor must submit monthly reconciliation reports in order to receive payment for purchased items. The report should include copies of receipts for all items purchased; and a spreadsheet summarizing the purchases including on the spreadsheet a list of all items purchased, description of each item, cost, and where the item was purchased (suppliers name).
3. Any part, pieces of equipment, or other material used in the performance of this contract acquired under the FLMA, that is manufactured by the OM&S Contractor shall be billed to the City at the OM&S Contractor's wholesale price and not the list or retail price. OM&S Contractor shall submit, as requested, documentation to substantiate the difference.
4. The OM&S Contractor's OSSF shall provide and maintain all the tools of their trade, for which the new purchase price is less than \$500.
5. SGP contractor shall provide all the "tools of the trade", including but limited to: firearms; cuffs; and night sticks. The OM&S Contractor shall provide and maintain at his/her expense the necessary equipment including but not limited to: scaffolds; ladders; mechanical hoists; electric personnel lifts; shop tools; required for proper maintenance and repair of all PPSB physical facilities, complete.
6. For all changes to the OM&S Contractors work, and all subcontract work, not covered under this agreement, and as ordered by the PPSB Facility Director, the OM&S Contractor shall submit a Proposal in writing to the PPSB Facility Director detailed by hours, hourly rate, and materials, and state the total increase or decrease to the contract. The PPSB Facility Director shall require the OM&S Contractor to submit a fully itemized breakdown of said proposal in such form as they may designate to facilitate checking of said proposal price. The hourly rates for OM&S, OSSF, JCP, and/or SGP presented in the analysis shall be identical to the values used in the OM&S Proposal. Values for payroll overhead on OSSF, used in the analysis, shall be identical to

those presented in the OM&S Contractor's Proposal. Profit or fee values shall comply with specification section in General Provisions.

7. The OM&S Contractor's OSSF, JCP and SGP assigned to PPSB shall participate in a full eight (8) hour security training program as part of the mobilization under the OM&S contract. The classes will be arranged and scheduled to suit all OSSF, JCP and SGP personnel, regardless of shift to be worked. The Security Training Program is considered basic services and will be staggered to permit continuous staffing of the PPSB project, during the mobilization phase of the OM&S contract. Security training classes are separate from the training expected from the OM&S Contractor for maintaining technical qualifications of the OSSF and separate from subcontractor training of JCP and SGP to initiate and maintain job qualifications. The cost of all technical training is considered non-salary costs with no mark up for overhead and profit by the OM&S Contractor.
8. Should the OM&S Contractor and the PPSB Facility Director fail to agree upon a cost, for subcontracted work, the PPSB Facility Director shall have the right to issue an order for work to be changed or to be done as extra work in a time and material basis and a correct account shall be kept by the OM&S Contractor for the actual cost of all labor, materials, and equipment.
9. All FLMA work must have prior written authorization by the PPSB Facility Director; if authorization is not obtained any invoice for FLMA work will not be deemed due and payable.

2.11 DURATION OF CONTRACT, SCHEDULE FOR SELECTION

1. The initial term contract period shall be January 1, 2027 to December 31, 2027. The City reserves the sole option to renew the contract for one additional year, and subsequently yearly for a maximum cumulative period of three (4) years. The Administration shall endeavor to advise the OM&S Contractor of the exercise of any extension at least 120 days prior to termination of this contract. Any extension shall be subject to the City Procurement Regulations.
2. The successful respondent will be required to enter into a contract with the City in essentially the same form as the Contract exhibit attached herein, under the specification division "OM&S Contract Documents."
 - a. Issuing Office - This BV RFP is being issued by the City of Philadelphia, Department of Public Property.
 - b. Summary of Procurement Milestones - The following will be adhered to as closely as possible during the procurement process. The dates listed below may be extended and/or may be subjected to change by the City if it is in the best interest of the City.
 - i. Issuance of Contracting Opportunity:
 - ii. Mandatory Pre-Proposal Meeting:
 - iii. Mandatory Pre-Proposal Site Inspection:
 - iv. Due Date for Submitting Written Questions:
 - v. Due Date for Submission of Proposals:
 - vi. Oral Presentations, Week of
 - vii. Negotiations Commence:
 - viii. Notification Letter Issued:
 - ix. Mobilization and Training Commences:
 - x. OM&S Contractor Fully Operational: Friday, January 1, 2027

2.12 SYSTEMS (CMMS), REPORTS, HARDWARE, AND SOFTWARE

1. The OM&S Contractor must utilize, on a daily basis, a Computerized Maintenance Management System (CMMS), provided by the City to manage the PPSB facility. In its Proposal to the City, the Proposer must identify prior experience in utilizing computerized maintenance software.
2. The City will provide a complete CMMS. The system is to include, but not limited to:
 - a. Work order planning
 - b. Automatic PM work order generation
 - c. On-line work requests
 - d. Employee database
 - e. Manpower planning

- f. Work order scheduling
- g. Labor distribution
- h. Stores and spares
- i. Purchasing
- j. Accounts Payable
- k. Warranty Tracking
- l. Project Tracking
- m. Replenishment Forecasting
- n. Analysis and reporting

3. CMMS Application and Reports

The system will be used by the OM&S Contractor to perform the following functions:

- a. Record, schedule, and monitor all requests for building operations and management;
- b. Provide historical budgeting information to the OM&S Project Manager and the PPSB Facility Director for use in tracking annual budgets and scheduling Capital Improvements. It is the OM&S contractor's responsibility to track annual costs in relation to annual budgets and to notify the PPSB Facility Director of any projected shortfalls.
- c. Maintain support documentation for equipment specifics (data sheets), through use of the pre-approved City standards;
- d. Provide support documentation for any billings passed on to the City for: approved material, and services, funded through FLMA, including all subcontract work; extra and emergency work, all through the purchasing and accounting modules;
- e. The PPSB Facility Director will have final approval prior to the purchase of materials and supplies;
- f. Maintain storeroom inventory in the CMMS; all materials and supplies must be housed in a centralized location. Submit all stock item documentation on pre-approved inventory forms of data entry;
- g. Produce daily status reports to allow for control and follow-up on assignments entered into the system.
- h. Produce daily status reports that track call and response times for service requests.
- i. Process acquisition of material or services, funded by FLMA, through the CMMS modules of work order maintenance, requisition generation, requisition approval, purchase order generation, material receipts, and invoice reconciliation.
- j. Generate daily parts inventory reports, with notification when order points have been reached. Provide a detailed parts history, including quantity on hand, part number and description. Generate daily parts inventory reports, with notification when order points have been reached. Maintain daily incident log for reporting all emergency or unusual occurrences.
- k. Generate monthly preventive maintenance calendars, comprising individual pieces of equipment and their respective intervals for maintenance work.
- l. The calendar reports will detail the parts, tools, and work required. When an individual piece of equipment's maintenance date is crossed on the calendar, the program will indicate that maintenance is due. Specific preventive maintenance work will continue to appear on the daily, weekly and monthly reports until it has been completed and closed out on the system.
- m. Provide support documentation for OM&S additional time on the PPSB project work, resulting from changed conditions including: absent time; and PPSB Facility Director approved extra, emergency time.
- n. Record daily time expended by each OSSF, JCP and SGP Position on each task. Each Position shall account for a full day's work on a daily summary sheet listing each work order and expended time.
- o. Generate preventive maintenance notification reports that automatically follow up on every assigned task to insure each one has been completed.
- p. Maintain a current parts inventory and produce reports when preset minimum quantities have been reached.
- q. Provide a detailed parts history, including quantity on hand, part number and description.
- r. No software, other than DPP approved software, may be installed on the on-site computers utilized on this OM&S contract.

4. Training of OM&S Contractor - The City will provide training in the use of the CMMS system to the OM&S Contractor.

- a. OM&S Contractor's Use of the System - The OM&S contractor is responsible for managing the data,

- ensuring that the information is input properly and accurately.
 - b. Project Manager (PM) shall: electronically approve all requisitions prior to purchase order generation; obtain approval of the preventive maintenance plans from PPSB Facility Director; provide necessary reports to PPSB Facility Director utilizing the CMMS; review and approval of building manager's guidelines for contracted services.
 - c. The PM designee shall: plan projects, write and schedule work orders; originate standardized preventative maintenance plans for automatic generation of work orders (first level of requisition approval); shall create requisitions upon notification of maintenance supervisors; coordinate vendor FLMA related activities; and generate purchase orders upon approval of Project Manager.
 - d. Assistant Project Manager - The Assistant Project Manager shall be responsible for administration of all subcontracts to the OM&S Contractor; shall monitor time, material usage, and establish standard acceptable work guidelines, and shall make recommendations for any additional service.
 - e. Maintenance Supervision - Use the system to identify their crew's daily and weekly workload to help them make the best use of manpower resource and planned equipment and facility downtime; review all work orders for accuracy and updates as required.
 - f. Data Administrators - Document requests for building services through the CMMS; use the system to record peoples' daily time, update records and print reports; close finished work orders; reconcile material and service invoices.
 - g. Managers and Supervisors shall use the system to generate reports that support planning, cost tracking, budgeting and trend analysis.
 - h. The OM&S project manager shall use the system to manage and control annual budgets; tracking costs from the date material is ordered and from the date FLMA work is approved.
5. Reports Required from OM&S Contractor - The following reports shall be generated regularly, reviewed by the OM&S Contractor, and used to generate OM&S managed action plans:
- a. Work Orders;
 - b. Open Work Orders;
 - c. Overdue Work Orders;
 - d. Daily Labor Proof List;
 - e. Weekly Crew Schedule;
 - f. Requisition Disposition;
 - g. PM Work Orders Not Performed;
 - h. Master PM Schedule;
 - i. Parts Shortage;
 - j. Suggested Reorder Report;
 - k. Suggested Request to Transfer;
 - l. Daily Receiving Report;
 - m. Vendor Performance Report;
 - n. Deleted Vouchers List;
 - o. Suspended Items List;
 - p. Purchasing Discrepancy Report;
 - q. Unreceived Items List;
 - r. Receipts Not Invoiced Analysis;
 - s. Voided Suspended Items List.
 - t. All of the reports listed shall be readily available to the PPSB Facility Director upon request.
6. CMMS Networking - The system, as controlled by the City, will be fully networked by the City, between PPSB facility and The Department of Public Property's offices in the PPSB and City Hall, as required to maintain and provide administrative access to the CMMS by Public Property administrators.
7. Ownership and Maintenance of CMMS - The City will supply, install and maintain the centralized computer hardware and software necessary to run the CMMS.
8. The City will retain applicable licenses for the applicable software and City owned central hardware. Note: Any software furnished by the OM&S Contractor to facilitate his/her management tasks separate from

CMMS, beyond the software supplied by the City, must meet the Department of Public Property standards and be pre-approved by the PPSB Facility Director.

9. Hardware supplied by the City includes:
 - a. Ten (10) Personal Computers capable of accessing the internal network at the PPSB. This includes network interface capability, color monitor, keyboard, sufficient hard disk capacity to store programs and sufficient memory to operate software specified by DPP and utilized by the OM&S Contractor to perform necessary tasks, required reporting as outlined in this RFP, and correspond with the PPSB Facility Director. This equipment will also support separately run systems such as fire systems, security turnstile/ID badging programs, Elevator programs, and the building automation systems.
 - b. Two (2) laser printers will provide hard copy output for work orders, preventive maintenance schedule and reports as required by these specifications.
 - c. Six (6) laser-jet printers to support administrative functions, storeroom functions, and separately run systems mentioned above.
10. Software
 - a. The city will provide software to facilitate network interface and communication with the City and will require the cooperation of the OM&S Contractor in this effort.
 - b. OM&S Contractor will provide software support, license fee renewals for fire systems, security turnstile/ID badging programs, Elevator programs, and the building automation systems, etc. utilized at the PPSB.

2.13. OWNERSHIP & MAINTENANCE (OM&S CONTRACTOR'S EQUIPMENT)

- 2.13.1 Any software furnished by the OM&S Contractor to facilitate his/her management tasks separate from CMMS, beyond the software supplied by the City, must meet the Department of Public Property standards and be pre- approved by the PPSB Facility Director. The City will retain ownership of all hardware and software provided by the City. The OM&S Contractor shall be responsible for the maintenance of any hardware he provides and shall be responsible for all OM&S Contractor provided software required to support this project.

2.14 APPROVAL AND REPORTS

1. Prior to utilization of forms and submission of reports, the formats for same must be approved by the PPSB Facility Director.
2. Schedule for Reports - All reports for the routine operation and maintenance shall be developed and in operation within 60 days of the actual start of the OM&S Contract. All reports shall be turned over to and become the property of the City at the conclusion of the contract.
3. Pricing Proposal - OM&S CMMS Requirements. Refer to Cost Sheets. Insert the total charge to provide any additional equipment under year 1, of the First Year Costing Form; and to maintain this equipment in properly operating condition under defined maintenance contracts covered by the proposal cost center.

2.15 PRE-WORK CONFERENCE

A pre-work conference shall be scheduled with the OM&S Contractor to discuss his/her planning, proposed personnel, schedules, material sources, equipment, and other matters essential to the satisfactory performance of the work.

2.16 HOUSEKEEPING AND CLEAN-UP

1. The OM&S Contractor shall not allow any of the PPSB Facilities' spaces to accumulate trash and/or waste material and shall be responsible for and execute good "housekeeping" on a continuous basis, under the Janitorial/Custodial Specifications, Section 2.53.17, of this RFP.
2. Take steps to fully protect furnishings, carpeting, floor finishes, walls and finishes, signs, and other terminal facilities from damage, staining, or defacing. Assume responsibility for repair or estimating replacement of any such items damaged by the OM&S Contractor's agents.

3. The OM&S Contractor's JCP subcontractor is solely responsible for all physical janitorial work throughout the PPSB including but not limited to: all mechanical spaces; mechanical rooms; pipe chases; and all similar support spaces.
4. The OM&S Contractor and JCP subcontractor will also help support the City's zero waste initiatives.

2.17 CONTRACT TIME FOR COMPLETION OF WORK

1. Diligently prosecute the work so that: all OM&S OSSF, JCP and SGP have completed training; smooth OM&S activities are established; and the CMMS System is in proficient operation within 90 days of OM&S contract start. Within that time frame, demonstrate that all of the OM&S activities required in this specification are under control, and are substantially in full operation. Building equipment, systems, and space data information for the PPSV will need to be entered into the CMMS, and in operation.
2. Perform the work in this contract in accordance with that proposed by the OM&S Contractor's written work schedule and approved by the PPSB Facility Director with labor and management adequate to attain the Contract Objectives stated herein.
3. In the event the OM&S Contractor fails to proceed with the work as rapidly as required, or if it appears at any time that such work is not being prosecuted in a manner that shall insure its completion within the 90 day schedule, as specified, the PPSB Facility Director may require the OM&S Contractor to furnish and place in operation such additional labor and equipment as the PPSB Facility Director shall deem necessary to bring the work back on schedule. If the OM&S Contractor fails to comply, the PPSB Facility Director may initiate measures to meet the requirements of the schedule and charge the OM&S Contractor for the full cost thereof, through deductions in monthly OM&S Contractor requisitions.

2.18 SECURITY REQUIREMENTS

1. For the purposes of this section, the term "OSSF" & related personnel means all employees of the OM&S Contractor, and all employees of all subcontractors directly or indirectly involved with the OM&S Contractor's scope of work at the PPSB.
2. Vehicles under the direct or indirect control of the OM&S Contractor, and/or owned by OSSF and related personnel, and/or those under the direct control of any and all subcontractors controlled by the OM&S Contractor, shall not be parked on, stored in/on any of the PPSB properties. OM&S Contractor's delivery, service and support vehicles are restricted to designated loading docks and loading/unloading spaces, and only then when actively involved in current OM&S, PPSB project work. Comply with all City of Philadelphia Parking Authority regulations, and applicable Police, City and State regulations.
3. All OSSF, and all related personnel must receive clearance by the DPP and participate in a facility sponsored orientation program prior to any provision of service at the PPSB Facilities. This includes a background investigation conducted by Sterling Testing at the direction of the OM&S contractor. Submit to the City copies of all background and credential information required for all OSSF, and related personnel, prior to beginning employment.
4. Utilize designated exits and entries into each building. Sign in and out and wear such identification badges as the City deems necessary while on the premises. The City will provide identification badges for all of the OM&S OSSF and related personnel. The OM&S Contractor's OSSF & related personnel may not bring visitors into any of the PPSB facilities without prior written approval of the PPSB Facility Director.
5. The DPP reserves the right to restrict access of anyone to any DPP facility or require immediate removal of any person(s) without prior notification.
6. The OM&S Contractor is responsible for control of keys provided by the DPP for its facilities and is also responsible for the internal security of those areas for which keys are used by the OM&S Contractor's OSSF, and related personnel. Lost keys shall be cause to notify the PPSB Facility Director immediately.

7. The OM&S Contractor shall be responsible for immediately reporting all facts relating to losses incurred as a result of break-ins, vandalism, or any other similar occurrences to areas of the PPSB, to which the OM&S Contractor has been given access. The OM&S Contractor shall establish and maintain a strict security system for his/her Carpenter/Locksmith program and obtain regular review and approval from the PPSB Facility Director. Submit the program to regular PPSB Facility Director, review, provide quality improvement recommendations and take full responsibility for loss for keys assigned to the OM&S Contractor. Accept responsibility for all material and labor costs of re-keying and lock cylinder replacements required as a result of the OM&S Contractor's negligence, and/or loss of keep.
8. All OSSF and Related Personnel will be required to attend a PPSB Security and Orientation Training Program, at a mutually convenient time, so as not to disrupt the OM&S Contractor's work responsibilities. The class time for OSSF may consume as many as 6 to 8 hours, the time for related personnel varies depending on responsibilities. All work of related personnel, on site at the PPSB, must be supervised by assigned OSSF.
9. Ensure that all OSSF and Related Personnel are trained and regularly tested and refreshed regarding the policies and procedures, and rules and regulations of the PPSB.
10. Conduct new employee orientation as required, and after gaining approval from the PPSB Facility Director.
11. Provide Mandatory Continuing Education/Training for all OM&S Contractor's OSSF and Related Personnel. This training is to be conducted on a yearly basis. All training shall be individually documented. The OM&S Contractor's individual staff records should list the course taken, the dates attended, and the number of hours obtained. This information shall be maintained in each employee's personnel file and will be made available to the City upon request. The training shall include, but not be limited to, certification in the following areas:
 - a. CPR
 - b. First Aid
 - c. Safety in the Facility & Tool Control
12. The OM&S Contractor shall be responsible for providing all OM&S services in the event of work stoppage or slow-down by OSSF, and related personnel, or in the event of interruptions and obstructions, for any reason.

2.19 ACCIDENT PREVENTION

- 2.19.1 Take all reasonable and prudent steps to prevent injury to persons (including OSSF and Related Personnel, City Personnel, Administrative Staff, visitors, OM&S Subcontractors) and property in the performance of this contract, including all steps and actions required under the standard safety provisions of the PPSB Safety Regulations, or applicable laws and applicable building construction codes. Guard all machinery, equipment, flammables, and explosives and to eliminate all hazards in accordance with the safety provisions of the Manual of accident Prevention and Construction, published by the Associated General Contractors of America.
- 2.19.2 It is a condition of this contract and shall be made a condition of each subcontract entered into pursuant to his/her contract, that the OM&S Contractor or any subcontractor shall not require any laborer, or mechanic employed in the performance of the contract to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his/her health or safety as determined under construction Safety and Health Standards/Title 29 Code of Federal regulations, Paragraph 1519/36 F.R. 7340/promulgated by the U.S. Secretary of labor, in accordance with Section 107 of the Contract Work House and Safety Standards Act./83 Sta. 96/. The OM&S Contractor shall also comply with all the latest regulations of the Occupational Safety and Health Acts.
- 2.19.3 The OM&S Contractor shall at all times control the conduct of the work under the OM&S Contract to assure the least possible obstruction to Administrative staff of the PPSB, and visitor traffic. The safety, convenience, and protection of the PPSB property are to be provided by the OM&S Contractor. Necessary barricades, suitable and sufficient lights, danger signals, and signs for the protection of the work and safety devices are to

be submitted to the PPSB Facility Director, for approval prior to erection.

2.20 BUILDING ACCESS CARDS

- 2.20.1 All OM&S Contractor personnel and all personnel of OM&S subcontractors shall be issued a valid building access card. Each such employee shall be properly cleared and checked in accordance with Federal and State requirements to include an employment history of the previous five (5) years.
- 2.20.2 All OM&S OSSF, JCP, SGP and all OM&S Subcontractor personnel shall be prohibited from initiation of work on the job site, until issued a building access card. Access cards must be displayed at all times on the PPSB site.
- 2.20.3 The City reserves the right to suspend the access card pending investigation of any employee allegedly involved in theft, or any other criminal act, either on the PPSB site, or off the premises.
- 2.20.4 All OSSF and Related Personnel not properly identified by an approved access card may be challenged, and if positive identification or association cannot be made, the appropriate corrective action shall be taken.
- 2.20.5 Security regulations at the PPSB shall require the OM&S Contractor to comply with all rules and regulations as determined and approved by the PPSB Facility Director. Security is to be maintained at all times. If security is breached or penetrated in any manner or form at any time during this contract the OM&S Contractor is required to restore "security" immediately regardless of the circumstances. The OM&S Contractor shall be responsible for maintaining the integrity of the security system for the duration of this contract, ensuring that the data is input correctly and the system is being used properly.
- 2.20.6 In the event of a suspected violation of the PPSB security methods, and facilities' procedures, the PPSB Facility Director, with DPP may conduct an investigation and make a determination as to the identity of the party responsible for the violation. If it is determined by the DPP that the OM&S Contractor is responsible for the violation of the PPSB's security procedures, the OM&S Contractor shall be assessed a fine determined by the PPSB Facility Director to be the administrative costs for time consumed by the City in evaluation, determination and curative planning caused by the OM&S Contractor's violations.
- 2.20.7 At the completion of the contract, or in the event that OSSF, and/or Related Personnel are terminated the OM&S Contractor must return all building access cards to the PPSB Facility Director.
- 2.20.8 The OM&S Contractor is also responsible for the cost of replacement cards, if lost.

2.21 PPSB FACILITY OPERATIONS

- 2.21.1 The OM&S Contractor's attention is called to the fact that neither interruption of PPSB facility operations, except as hereinafter specified, nor the existence of any condition which may create a hazard to PPSB operations shall be tolerated during this project. For this reason, the OM&S Contractor shall strictly comply with the requirements of these Specifications and the written and verbal direction of the PPSB Facility Director. The proposed work shall be conducted so as to interfere as a little as possible with other contractors' on-site, PPSB Facility personnel.
- 2.21.2 During the progress of the work, it may be necessary for the PPSB Facility Director to adjust the approved schedules to better suit PPSB Facility operations. In such an occurrence, the OM&S Contractor shall coordinate his/her work as required in the subsection of the General Provisions entitled "Cooperation Between Contractors". The OM&S Contractor shall cooperate fully with the PPSB Facility Director and the DPP in the programming of this work to ensure the uninterrupted functioning of service essential to the operation of the PPSB Facility, and the maintenance of necessary security measures.
- 2.21.3 The OM&S Contractor shall not, under any circumstances, be permitted to conduct any work that would require change to the established PPSB operational plans and procedures, and/or disrupt City security personnel traffic unless direct authorization is provided by the PPSB Facility Director after thorough contingency planning by the OM&S Contractor.

2.21.4 Conduct and schedule the work at all times in such a manner and in such sequence as shall assure the least interference with PPSB Facility traffic and operations, and other contractors working in the area. The OM&S Contractor's access to and movements within the various areas of work shall be strategically planned, in advance, through the PPSB Facility Director to result in a predictable, repeatable method of performing OM&S work over the long-term contract duration.

2.22 PARKING

2.22.1 The parking garage at 15th and Callowhill is part of the lease and has approximately 582 parking spaces, No spots were reserved for the Department of Public Property, but this could be altered in the future. Parking spaces in the garage has been allocated as follows:

- a. MEO – 20 spaces, OIT – 20 spaces, Police – 250 spaces.
- b. The remaining 292 will be reserved for visitors and staff.

2.23 REGULATIONS, CODES AND LAWS TO BE OBSERVED

All work shall be performed in accordance with all applicable standards, regulations, and codes enforced by the City of Philadelphia and the Commonwealth of Pennsylvania. All work to be performed by properly licensed individuals and companies where required. All applicable permits are required to be obtained prior to the commencement of work.

All work shall comply with the U.S. Occupational Safety and Health Administration (OSHA) regulations including a permit for entry into the confined spaces. The OM&S Contractor must have qualified and certified personnel to meet current standards.

2.24 FAMILIARITY WITH LAWS, ETC.

Establish and maintain familiarity with all Federal, State, local, and municipal laws, ordinances, rules and regulations which in any manner affect those engaged or employed in the work, or the materials or equipment used in or upon the work, or in any way affect the work. No plea of misunderstanding shall be considered due to ignorance thereof. If the Proposer, or OM&S Contractor shall discover any provision in the Specifications or other Contract Documents which is contrary to, or inconsistent with, any such law, ordinance, rule, or regulation, he/she shall immediately report it to the Philadelphia Procurement Department in writing.

2.25 INTERPRETATIONS BY ADDENDUM

If any person contemplating submitting a Proposal for the proposed contract is in doubt as to the true meaning of any part of the Specifications or other proposed Contract Documents, he/she may submit to the Department of Public Property a written request for an interpretation thereof. The person submitting the request shall be responsible for its prompt delivery. The Addendum shall be posted on the City's Philadelphia's PHL Contracts website. The City shall not be responsible for any other explanation or interruption of the proposed documents.

2.26 LIABILITY OF CONTRACTOR

The OM&S Contractor or any of his/her subcontractors shall obtain any permits or licenses to carry on any operation under this contract or required by any existing or future Federal, State, and local laws, rules, or regulations. The OM&S Contractor shall be solely liable for all suits, actions, costs, damages, and claims of every kind and description resulting or which may result, directly or indirectly, from any such operation or operations, and shall indemnify and save harmless the City of Philadelphia, and its Professional Consultants, from any and all suits, claims, actions, costs, and damages of every kind and description arising or which may arise, directly or indirectly, from the OM&S Contractor's operations whether or not OM&S Contractor or subcontractor is in compliance with said laws, ordinances, rules, or regulations. The OM&S Contractor shall notify the City of any and all such suits, actions, and claims within ten (10) days of receipt.

2.27 INDEMNIFICATION OF THE CITY OF PHILADELPHIA AND ITS PROFESSIONAL CONSULTANTS

The OM&S Contractor shall indemnify, protect, and save harmless the City of Philadelphia, its Professional Consultants, their agents and employees, from all suits, actions, claims, demands, losses, expenses, and/or costs of

every kind and description to which the City of Philadelphia, and its Professional Consultants, their agents and employees, may be subjected to or put by reason of injury (including death) to persons or property resulting from the manner or method employed by the OM&S Contractor, its agents and employees, or subcontractors, or from any subcontractors, in the performance of the contract, or any part thereof, or from, by or on account of any act or omission of the OM&S Contractor, its agents and employees, or subcontractors, and the whole or so much of the monies due or to become due the OM&S Contractor under the contract, as may be considered necessary by the City of Philadelphia Procurement Department, may be retained by the City until such suits of claims for damages or injuries shall have been settled or otherwise disposed of, and satisfactory evidence to that effect furnished to the City of Philadelphia Procurement Department.

2.28 INTERPRETATION OF SPECIFICATIONS

1. The Technical Provisions of the OM&S Contract Specifications are based on construction documentation for PPSB original construction drawings, renovation plans, and specifications: to date), prior to addendums, and do not represent the affects of addenda, Construction Phase Bulletins and Owner requested scope changes, if any. Drawings can be provided upon request.
2. All Proposers are advised that attendance at the Proposal briefing meeting is mandatory. At that time, a tour of the PPSB facility will be conducted, and a reference set of the PPSB Construction Documents will be made available for review, in the document reading room. The reading room will be open for use of Proposers during regular City office hours.
3. Proposers and the OM&S Contractor shall take no advantage of an error, or an omission in the OM&S Contract Specifications, and/or the PPSB Facility Construction Contract Documents.
4. The City of Philadelphia shall make such corrections and define the intent of the OM&S Contract Specifications as construed by any such correction. In all cases of doubt as to the true meaning of the OM&S Contract Specifications, the decision of the Procurement Department shall be conclusive.

2.29 ALTERATION OF THE OM&S SPECIFICATIONS, OR OF CHARACTER OF WORK

The City reserves the right to make such alterations in the Specifications or in the character of the work as may be considered necessary or desirable, to complete fully and perfectly the work under the contract, provided such alterations do not materially change the original Specifications. Such alteration shall not be considered as a waiver of any condition of the contract or an invalidation of any of the productive of increased cost or result in decreased cost to the OM&S Contractor, a fair and equitable sum, therefore, to be agreed upon in writing by the OM&S Contractor and the City, before such work is begun, shall be added to or deducted from the contract price, as the case may be. No allowance shall be made for anticipated profits on work omitted.

2.30 CONTRACT FURNISHED TO THE OM&S CONTRACTOR

The OM&S Contractor shall be supplied with a copy of the OM&S Contract Documents from the City. He /She shall have available on the work site, at all times during the prosecution of the work, one (1) copy of said contract document.

2.31 SUPERVISION BY THE PHILADELPHIA PUBLIC SERVICE BUILDING FACILITY DIRECTOR, (PPSB FACILITY DIRECTOR)

1. The work is to be carried out under the supervision and to the complete satisfaction of the PPSB Facility Director. The work and materials utilized for the operation, repair, and modification of systems under this contract shall be strictly of the best quality. Should any work or material introduced into this contract that will not meet proper and efficient operation of the system the PPSB Facility Director or designated representative shall have full power to reject them, and they shall be removed from the premises within 24 hours by the OM&S Contractor after being notified to do so.
2. The OM&S Contractor shall furnish to the City any documentation requested by the PPSB Facility Director or his/her designated representative concerning the performance and functioning of the contract, which documents shall include but not be limited to: personnel records and time sheets (OSSF, JCP, SGP); inspection reports (either by contract or requested by the City); unit prices; and payroll.
3. The PPSB Facility Director shall decide all questions which may arise as to the quality and acceptability of materials furnished and work performed and as to the rate of progress of said work; all questions which may arise as to the interpretation of any or all Specifications; and all questions as to the acceptable fulfillment of the contract on the part of the OM&S Contractor.

4. The PPSB Facility Director shall have the authority to suspend the work wholly or in part due to the failure of the OM&S Contractor to carry out provisions of the contract.

2.32 LEGAL ADDRESS

1. The address given in the Proposal is hereby designated as the legal address of the OM&S Contractor. Such address may be changed at any time by notice in writing delivered to the PPSB Facility Director. The delivering of such legal address or the depositing in any post office, in a postpaid registered wrapper directed to the above-named address, of any notice, letter, or other communication to the OM&S Contractor, shall be deemed to be legal and sufficient service thereof upon the OM&S Contractor.
2. The delivering at, or the mailing to, the OM&S Contractor's business address (written notice of which address shall be given to the PPSB Facility Director), of the delivering to the OM&S Contractor in person or to his/her authorized representative, of any notice, letter or other communication shall also be, and shall be deemed to be, a legal and sufficient service thereof upon the OM&S Contractor.

2.33 SUBCONTRACTORS

1. The work of the OM&S Contractor includes retaining subcontractors to perform the tasks described in the Professional Services, the Routine Subcontract Work, and the Remove Repair/Replace Reinstall Subcontract Sections.
2. As part of the Proposal, submit a listing of three alternative subcontractor's for Professional Services and the Remove Repair/Replace Reinstall Subcontract work, when required, whose labor and materials would be proposed to be provided, through the OM&S Contractor.
3. The City reserves the right to approve the subcontractor who will be used on the project by the OM&S Contractor. Individual subcontractors for each defined Routine Subcontract Work shall be designated.
4. Remove Repair/Replace, Reinstall, Under Subcontract – Designated work to remove (if necessary), repair/replace and reinstall failed or unacceptable equipment, systems, materials and construction which: is not the result of negligence by the OM&S Contractor; is unpredictable; is not quantified in advance of the OM&S Proposal; requires a labor force exceeding the OSSF; requires specialty rigging; requires unique factory training, is therefore considered outside the work scope of the OM&S Contractor's OSSF, and is managed by the OM&S Contractor.
5. For Remove Repair/Replace Reinstall Subcontract work listed, the following subcontract packages are defined. As part of the Proposer's response, provide three firms for each prospective subcontract, including name, address, phone number and facsimile number. The Proposer may list his/her own firm for Remove Repair/Replace Reinstall Subcontract(s), under the conditions described in the specification. The OSSF may not perform any of the resulting physical work.
6. The OM&S OSSF is responsible for onsite administration of this work.
7. Funds are provided through the Force Labor and Material Account (FLMA), based on approval by the PPSB Facility Director. Rulings on classification of work tasks shall be the authority and responsibility of the PPSB Facility Director, whose decision will be final.
8. The following lists the Remove Repair/Replace, Reinstall work categories:
 - a. Fences and Gates
 - b. Tree Grates and Benches
 - c. Paving
 - d. Concrete, Stone Wall, Thermal and Moisture Protection, Composite Building Panels
 - e. Yard Piping System, Fuel Oil Tank, Pipe and Monitoring Equipment
 - f. Structural Framing and Supplementary Steel
 - e. Automatic and Revolving Entrance Doors, Overhead Coiling Doors
 - g. Floor, Finishes and Materials
 - h. Carpet Finishes
 - i. Dock Leveler
 - j. Waste Compaction Unit
 - k. Refrigerator
 - l. Fire Pump and Life Safety Equipment
 - m. Boiler System Components, Air Compressor, Pumps, Cooling Tower, AC Units, Chillers
 - n. Major Power Distribution Equipment

9. Routine Subcontract Work, - Work tasks which require special equipment; require specialized factory training; require specialized rigging; require specialized tools, and will be managed by the OM&S Contractor's on site Project Manager, under approved subcontracts.
- a. All Routine Subcontract Work subcontractors shall restrict administrative tasks related to their subcontract to their main office staff and will not utilize employees on the job site to perform such tasks.
 - b. The physical work tasks shall not be provided by OSSF.
 - c. Material will be provided under the specific subcontract.
 - d. These tasks designate routine, scheduled, preventative maintenance, and maintenance work tasks which are predictable, and quantifiable under readily available, annual service/maintenance contracts, which are in place under the original PPSB Construction Documents, and which extend for various periods of time depending on the individual guarantee/warranty, service/maintenance contract.
 - e. Tasks in place, based on best available information are listed in each of the Technical Provisions Sections of the OM&S Specification.
 - f. Subcontract work will be assigned to the OM&S Contractor by the City for management responsibilities, exclusively.
 - g. All costs of Routine Subcontract Work specifically identified in the Scope of Basic Services section in the Technical Provisions are the responsibility of the OM&S Contractor. On work that is not identified under the Scope of Basic Service, funds shall be provided thru the Force Labor and Material Account (FLMA), based on approval by the PPSB Facility Director.
 - h. Rulings on classification of work tasks shall be the authority and responsibility of the PPSB Facility Director, whose decision will be final.
 - i. List the name and address of each of the individual subcontractors proposed.
 - j. The following lists the Routine Subcontract work categories:
 - i. Janitorial/Custodial and Related Supplies/Equipment
 - ii. Security Guard Requirements
 - iii. Conveying Systems
 - iv. Automatic Temperature Control
 - v. Emergency Generators
 - vi. Transfer Switches
 - vii. Thermographic Testing
 - viii. BSL-3 Laboratory Treatment services
 - ix. Landscaping
 - x. Fire Extinguishers
 - xi. Water Treatment
 - xii. Fire Alarm and Sprinkler Systems
 - xiii. Site Lighting
 - xiv. Trash Removal and Trash Disposal
 - xv. Pest Control
 - xvi. Janitorial Supplies
 - xvii. Window Washing
 - xviii. Snow Removal
 - xix. Sound Systems and Public Address
 - k. The tasks not specifically addressed in the proposal will be defined/negotiated by the OM&S Contractor during the OM&S Contract term; and upon approval of the PPSB Facility Director would be funded from FLMA, as a subcontract to the OM&S Contractor.
 - l. Professional Services Subcontractor (PSS) - The OM&S Contractor's authorized subcontractor for Professional Services. PSS shall be approved by the PPSB Facility Director, funded through FLMA. During the course of the work of the OM&S Contractor, he/she will generate professional design/planning work, which includes but is not limited to facility and system studies, designs, plans, specifications and contract documents, referred to herein as Professional Services. The OM&S Contractor will be required to subcontract the services of Pennsylvania State Registered Professional Firms to provide this work, each designated herein as Professional Services Subcontract (PSS). The OM&S Contractor's Operations, Maintenance, and Support Services Management responsibilities require him/her to:
 - i. Prepare Professional Services Work Scope (s) for required Professional Services.

- ii. Prepare independent estimates of the construction cost budgets expected to result from the Professional Services.
- iii. Prepare independent estimates of the professional fees, complete with breakdown by design discipline, hours, hourly rate, and Professional Work Product item (for example by drawing), for each project requiring Professional Services.
- iv. Obtain approval of: each project; the related construction cost budget estimate; and the estimate of Professional fee from the PPSB Facility Director.
- v. Upon obtaining PPSB Facility Director approval, brief the first selected consultant firm on project scope, schedule and the independent OM&S Contractor's estimate of construction cost. Maintain confidentiality of the independent estimate of Professional fee, pending negotiation with the Professional Firm, and request the Professional Firm to prepare a detailed professional fee Proposal, including: confirmation of the viability; advisability; and suitability of the scope; adequacy of the schedule; and suitability of the planned project budget.
- vi. Thoroughly review the professional fee Proposal, request any necessary additional details, and enter into negotiation to gain an agreed upon fee agreement, prior to review with the PPSB Facility Director.
- vii. Inform the PPSB Facility Director of negotiation progress. If after fair and open negotiation the OM&S Contractor is unable to reach accord, the PPSB Facility Director may authorize: formal termination of the negotiation; and negotiation with a second; then a third Professional Services Firm, if equitable agreement cannot be reached with the second Professional Services Firm.
- viii. Upon reaching an acceptable negotiated scope of Professional Services and Professional fee, the OM&S Contractor will, upon approval of the PPSB Facility Director, enter into a Professional Services Subcontract (PSS) Agreement (the use of Standard AIA Agreements will be required) between the OM&S Contractor, and the approved Professional Services Firm.
- ix. For the purposes of the OM&S Proposal, the Proposer must submit the name, address and complete qualifications for three Professional Services Firms which would be used by the Proposer during the course of the OM&S Contract in each of the below listed Professional Services Subcontract areas.
- x. The following is a list of Professional Services Subcontract Technical Categories:
 - 1. Architectural/General Construction
 - 2. Site Civil Engineering
 - 3. Structural Engineering
 - 4. Environmental Engineering & Industrial
 - 5. Hygiene
 - 6. Heating, Ventilation & Air Conditioning Engineering
 - 7. Plumbing, Drainage & Fire Protection Engineering
 - 8. Electrical & Electronic Engineering, Security
 - 9. CAD Services - Auto CAD – v.12 or better

2.34 PROMPT PAYMENT - SUBCONTRACTORS

1. The OM&S Contractor is responsible for making timely payments to all subcontractors and suppliers.
2. The City has established the following time frame for subcontractor payment: Once the monthly progress estimate is processed and payment is received by the OM&S Contractor, payment is to be made to all subcontractors within ten (10) calendar days. (Maximum total of 40 days).
3. Each month, the PPSB Facility Director reserves the right to review the current pay items with the OM&S Contractor and all invoiced subcontractors to ensure that all work satisfactorily completed within specifications is included in the monthly progress payment. For payment purposes, the same quantity totals used to compute the payment to the OM&S Contractor shall be the basis for payment to the subcontractor.
4. If the subcontractor does not receive payment within the required ten (10) days, the subcontractor shall notify the PPSB Facility Director in writing of the amount in dispute including item numbers and payment quantity for each. The PPSB Facility Director shall then notify the City, of the dispute. The City shall verbally contact the OM&S Contractor within 48 hours to ascertain whether or not a performance dispute exists which necessitates nonpayment to the subcontractor. If a performance dispute exists, the OM&S Contractor must demonstrate that there exists a valid basis to withhold payment from the subcontractor.
5. If the OM&S Contractor withholds payment from a subcontractor, the OM&S Contractor shall provide to

the subcontractor written notice of the withholding of payment. The notice shall detail the reasons for withholding payment as well as the amount. A copy of the notice shall be provided to the surety and the PPSB Facility Director.

6. If no valid dispute exists, the OM&S Contractor shall be asked to make immediate payment to the subcontractor. The subcontractor shall be responsible for notifying the PPSB Facility Director if this payment is not made. Upon receipt of notification, the PPSB Facility Director shall schedule a meeting to verify and discuss the non-payment issue.
7. This meeting shall be held at DPP within 48 hours (two [2] working days of PPSB Facility Director's contact with the subcontractor).
8. Invited to this meeting shall be the OM&S Contractor, the subcontractor, and the PPSB Facility Director. The purpose of this meeting shall be to establish why payment was not made to the subcontractor in the required ten (10) days. If it is determined that the OM&S Contractor is delinquent in payment to the subcontractor, further progress payments to the prime contractor shall be withheld until the subcontractor is paid.
9. If the next monthly estimate becomes due and payment to the subcontractor has not been corrected by the OM&S Contractor, the monthly estimate shall not be processed and another meeting shall be held at the PPSB Facility Director's office to correct the problem. Should the results of this second meeting reveal that payment to the subcontractor continues to be delinquent, the PPSB Facility Director's may order a suspension of work based upon the failure of the OM&S Contractor to carry out the provisions of the contract or may allow work to continue and withhold future progress payments as stated above.
10. If this issue cannot be resolved and work is suspended, the OM&S Contractor may appeal the decision of the PPSB Facility Director's office to the Office of the Commissioner, Department of Public Property, City of Philadelphia, in accordance with general Provisions. The Commissioner, Department of Public Property shall render a decision on this issue in accordance with the general provisions.
11. It shall be the responsibility of the OM&S Contractor to notify the PPSB Facility Director when payment has been made. The PPSB Facility Director shall verify the payment with the subcontractor to ensure payment was received.
12. Any administrative costs incurred by the City shall be deducted from the OM&S Contractor's retainage at the conclusion of the project.
13. Nothing in this Special Provision shall prevent the subcontractor from pursuing a claim with the surety under the OM&S Contractor's payment bond at any time.

2.35 PERSONNEL AND SUPERVISION

1. Provide supervised, fully trained personnel for all phases of this contract.
2. Take full responsibility for the complete and continuous supervision of contractors on site performing work.
3. Take full responsibility for the complete and continuous technical and administrative supervision of all subcontracts provided under the OM&S Contract.
4. Initiate a regular quality control walk around inspection and reporting system for all OM&S subcontract work, through the Patrol Tour System (PTS), to be executed by the OM&S Contractor's on-site management team.

2.36 REPLACEMENT PARTS AND MATERIALS

The OM&S Contractor shall exchange, replace, or install new parts for all defective, worn, or missing parts, when such replacement is required to maintain proper equipment operation. Such replacement parts which are not in attic stock when required, and as approved by the PPSB Facility Director, shall be procured by the OM&S Contractor, and shall be charged in accord with the General Provisions. Reimbursement shall be made from the FLMA based on approval by the PPSB Facility Director.

2.37 UNIFORMS (TRADE WORKERS PER SCHEDULE)

Dress of OSSF, JCP and SGP shall be in a complete uniform, presenting a neat professional appearance at all times when on duty. The PPSB Facility Director shall have final approval on acceptability of uniform appearance and color. All OM&S Contractor personnel shall be in complete uniform at all times while on duty. Personnel

shall not be permitted to mix personal items of clothing with the uniform while on duty. All uniforms for OSSF, JCP and SGP, shall be furnished, and paid for by: the OM&S Contractor and subcontractors, respectively.

2.38 CONDUCT OF ALL OM&S CONTRACTOR PERSONNEL

The OM&S Contractor shall be responsible for the proper personal conduct of all personnel under the OM&S Contract, while on the premises. All personnel shall present a neat, clean appearance at all times. The OM&S Contractor agrees to dispense with the service of any OSSF, JCP and/or SGP employees from this project whose conduct the City feels is detrimental to its best interest, the best interest of the project and the PPSB.

2.39 MINIMUM SPECIFICATIONS

It is the intent that all materials and services specified in the Special and Technical Provisions and Data Base of this Specification shall be considered as the minimum unless otherwise stated. Any material and services provided shall include all related and affiliated items that shall result in a complete and operating total. The completion of the work of the OSSF, and work under Routine Subcontract Work, shall be at no additional cost to the City unless additional work is specifically provided for under appropriate provisions of this specification.

2.40 LICENSING

All personnel performing services in accordance with the OM&S Scope of Work must be licensed or be capable of being licensed in the State of Pennsylvania and the City in those trades, crafts, and professions which require licensing for the function being performed. The license must be of a grade or level consistent with the requirements of the work to be performed. In the event that the OM&S Contractor brings personnel in from outside the project location, they must obtain the appropriate licenses within 60 days of their appointment to this contract.

2.41 INSPECTION OF WORK

All materials, each part or detail of the work, the work of the OSSF, JCP, SGP and all the OM&S Contractor's subcontractors, shall be subject at all times to inspection by the PPSB Facility Director, or other designated representative from the City. The OM&S Contractor will be held strictly to the contract and allowable tolerances and in regard to quality of materials, workmanship, and the diligent execution of the contract. Such inspection may include equipment inspection, plant or shop inspection, and any materials furnished under the contract are subject to such inspection. The PPSB Facility Director, or other designated representative, shall be allowed access to all parts of the work and shall be furnished with such information and assistance by the OM&S Contractor as is required to make a complete and detailed inspection.

2.42 THIRD PARTY INSPECTIONS

The City reserves the right to contract for and schedule quality assurance inspection of all of the OM&S work by an expert consultant of the determination of the quality and quantity of the current repair and maintenance being OM&S Contractor. Inspection results shall be made available to the OM&S Contractor. The OM&S Contractor shall make necessary corrections to follow any recommendation approved by the City that is cited in the inspection report. The OM&S Contractor shall accompany the third party inspectors on all inspections to assist in opening equipment, etc.

2.43 COMMUNICATIONS

1. The OM&S Contractor shall establish an effective communications link with the PPSB Facility Director, and the City for the duration of this contract. Provide a home/office phone number, an answering service or a machine that the City can contact or leave a message on a 24-hour basis, seven days a week. Critical project communication needs:
 - a. Project objectives that are clearly defined and understood.
 - b. A work scope that is well-defined as possible prior to the start of work.
 - c. Good interpersonal relationships and communications between all project team members.
 - d. Project procedures that are documented and understood.
 - e. Project Execution Plan that includes a method for ensuring that information is available when it is needed.
 - f. Proper team selection that considers both technical work ability and interaction with others.
2. OM&S Contractor emphasis on communication shall include:

- a. Participatory planning, especially in areas related to maintenance scope definition, and preparation/updating a full preventative maintenance program. The City anticipates full participation of OM&S Contractor representation to identify needs, and commitment to establish and meet equipment and system requirements.
- b. Regular coordination meetings, especially in those areas when information flows across individual organizations.
- c. Team building among all of the participants on the program to develop a shared commitment to program objectives, to focus the diverse team members toward completion of PPSB facility management, and to tackle known or potential problem areas.
- d. Organization of basic procedures to coordinate and control the diverse parties and efforts involved.

2.44 QUALITY IMPROVEMENT PLAN (QIP)

1. The OM&S Contractor must offer with the OM&S Proposal, a QIP process plan, such as a Total Quality Management Plan, that leads the maintenance and custodial industry in terms of: advancement and measurable results encompassing parameters as broad as procedures and standards; team building and participatory planning; objective project measurement; and joint quality improvement teamwork problem resolutions. The OM&S Contractor must bring the full resources of quality organization to the PPSB project. This properly applied quality process must demonstrate the reduced costs, reduced waste and energy usage, time savings, risk management and minimum downtime.
2. Provide and implement this program, in compliance with all federal, state and local laws and regulations and accepted practice. The OM&S Contractor's Project Manager shall have primary responsibility for the program on the PPSB project site. The OM&S Contractor's program shall utilize an approach which does not rely solely on the audit of charts and standard operation procedures, for determining the appropriateness of performing work, but includes various other systems which give an indication of quality of work issues requiring attention, i.e., review of work orders, shift reports, follow-up, review of building space, equipment, and system downtime. This program, submitted with the Proposer's response to the OM&S RFP, shall address and detail, but not be limited to, the following written control procedures and management requirements:
 - a. Standard Operating Procedures
 - b. Generation - describe your approach and method for the following:
 1. Original Generation
 2. Changes/Modification
 3. Reviews
 4. Publication
 5. Storage/Control (in the Proposal, answer the following questions)
 6. Who is the Author?
 7. Who Reviews Changes and Modifications?
 8. Who Approves Changes and Modifications?
 9. Periodic Evaluation
 10. Flow Chart Generation
 11. Organization Chart
 12. Publication
 13. Change
 14. Approval
 - c. Management of Quality Improvement
 - d. Process Definition
 - e. Effect on Procedures
 - f. Material and Sub-Contractor Proposal Generation (Detail the following)
 1. Format
 2. Input
 3. Responsibility
 4. Review and Approval
 5. Reference Material
 6. Resources for Materials and Approved Sub-Contractors

7. Changes and Revisions
8. Boilerplate
9. Publication/Printing/Mailing
10. Document Control
11. Contract Form & Language
- g. Cost Estimates (Detail the following)
 1. Format
 2. Input
 3. Securing Proprietary Data
 4. Updating Database
 5. Access Rights
 6. Distribution
 7. Documentation
 8. Change Orders
 9. Conceptual/Detail
 10. Scheduling
 11. Historical Tracking
- h. Sub-Contractor Contract Review (Describe your approach to the following)
 1. Scope of Work
 2. Schedule
 3. Commercial Issues
 4. Resource Availability
 5. Change Order Procedure
 6. Professional Subcontracted Services
- i. Work Orders (Describe your approach to the following)
 1. Scope of Work/Deliverable
 2. Schedule
 3. Allocations
 4. Manpower
 5. Cost
 6. Subcontractors
 7. Review Cycles
 8. Responsibilities
 9. Checklists
 10. Changes
- j. Software Utilization: CMMS, Lenel (Security) BAS (Bld. Automated System) (Detail the following)
 1. Scope of Work Orders
 2. Functionality
 3. Application
 4. Product Selection
 5. Standards
 6. Testing
 7. Training
 8. Documentation
 9. Review & Approval
- k. Peer Review (Detail the following)
 1. As written policy
 2. Checklists
- l. Code/Life Safety Review
 1. Responsibility
 2. Publication
 3. Checklists
- m. Equipment Evaluation and Selection (Detail the following)
 1. Scope
 2. Responsibility

3. Criteria
4. Liability
5. Specification Changes
6. Approvals
7. Cost
8. Checklists
- n. Construction Management (Detail the following)
 1. Construction Services
 2. Contractual Responsibilities, Professional Subcontracted Services
 3. Supervision
 4. Liability, Code Issues
 5. Scheduling
 6. Paperwork
- o. Scheduling - Computerized Building Maintenance System (Detail the following)
 1. Deliverables
 2. Input
 3. Update
 4. Issuing
- p. Job Description (On Site Service Force) (Detail the following)
 1. Position Description
 2. Scope
 3. Requirements
 4. Employee Qualifications
 5. Experience
 6. Update
 7. Performance Reviews
- q. Sub-Contractor Evaluation (Detail the following)
 1. Liability
 2. Criteria
 3. Interviews
 4. Responsibility
 5. Recommendations
 6. Limits
 7. Remove Repair Replace Reinstall under Subcontract, Professional Contract Services, Routine Subcontract Work
- r. Document Control (Detail the following)
 1. Numbering Conventions
 2. Distribution
 3. Issuing
 4. Document Changes/Modifications
 5. Removal of Obsolete Documents
 - i. Filing/Storage/Logs
 - ii. Software
 - iii. Types of Documents
 - iv. Drawings
 - v. Specifications
 - vi. Correspondance
 - vii. Incoming
 - viii. Outgoing
 - ix. Minutes of Meetings
 - x. Proposals
 - xi. Subcontracts
 - xii. Schedules
 - xiii. Work Orders, Purchase Orders
 - xiv. Checklists
 - xv. Transmittals

- xvi. Invoices/Accounting
- s. Correspondence Standards (Detail the following)
 - 1. Responsibility
 - 2. Categories
 - 3. Samples
- t. Purchasing (Detail the following)
 - 1. Replenished Attic Stock, Emergency Procedures
 - 2. When
 - 3. How
 - 4. Quotations
 - 5. Terms & Conditions
 - 6. Delivery
 - 7. Verification
 - 8. Documentation
 - 9. Approval
- u. Accounting (Detail the following)
 - 1. A/P
 - 2. A/R
 - 3. Payroll
 - 4. Expenses
 - 5. Job Cost
 - 6. Responsibility
 - 7. Returns and Changes
 - 8. Past Due Collections
 - 9. Force Labor Material Accounts, Professional Subcontract Services (PSS), Remove Repair, Replace Reinstall, and Routine Subcontract Work
- v. Change Control (Detail the following)
 - 1. Identification
 - 2. Change of Scope
 - 3. Change of Schedule
 - 4. Pricing
 - 5. Approval
 - 6. Internal
 - 7. PPSB
 - 8. Work Plan Change
 - 9. Documentation
- w. Non-Conforming Product (Detail the following)
 - 1. Identification
 - 2. Responsibility
 - 3. Reporting
 - 4. Corrective Action
 - 5. Approval
 - 6. Issuing Changes
- x. Training (Detail the following)
 - 1. On-the-job
 - 2. Formal
 - 3. Outside Courses
 - 4. Cost Reimbursement
 - 5. Approval
 - 6. Credit
- y. Auditing (Detail the following)
 - 1. Process
 - 2. Procedures
 - 3. Documentation
 - 4. Personal
 - 5. Limits

6. Criteria
7. Review
8. Follow-up
9. Documentation
- z. Statistical Analysis (Detail the following)
 1. What Areas?
 2. Criteria for Analysis
 3. Feedback for Improvement
 4. Procedure Changes
3. The City will implement a QIP program in addition to the QIP program of the OM&S Contractor and assign a QIP team to manage this program. This program is designed to carefully maintain and measure compliance with the provisions of the signed contract in any manner deemed necessary. This includes, but is not limited to the following areas:
 - a. Staffing levels
 - b. PPSB Department complaints, downtime, out of service reports
4. The City QIP team may be comprised of, but not limited to, members of the following areas:
 - a. The Facilities Management Director, DPP;
 - b. PPSB Facility Director of DPP;
 - c. Representatives/Consultants deemed necessary by the Department of Public Property, to assist in review of the OM&S work, QIP system and component parts.
5. On a monthly schedule, a minimum of ten (10) randomly selected work orders will be independently reviewed by the City QIP team, which will determine the quality and appropriateness of OM&S management. Findings and recommendations by the City QIP team will follow the monthly review.
6. The OM&S Contractor shall incorporate and implement the findings and recommendations of the City QIP team. In the event the OM&S Contractor fails to do so, the OM&S Contractor shall be liable for all damages and costs available to the City under the Contract, equity, and all applicable laws. Furthermore, the City QIP team shall have the authority to recommend a deduction from the retainage account, subject to the City's approval.

2.45 QUALITY PERFORMANCE

The City requires the OM&S Contractor to establish, implement and maintain the following:

1. Performance evaluation of all personnel performing services as outlined in the Scope of Services;
2. Written job description for all provider staff, which shall include level of training, licensure, and certification for duties assigned; regular reviews and promotions as prudent;
3. A monitoring system to ensure that all personnel employed to provide service are licensed and qualified as necessary at the time of their employment and at all times thereafter. All licenses, certifications and qualifications shall be maintained continuously for the duration of this contract.
4. The City provides Patrol Tour System.
5. Meet a minimum 2x per year with the tenant liaisons and DPP for feedback regarding performance and to promote good tenant relations.

2.46 OFF-SITE STORAGE SPACE REQUIREMENTS

The OM&S Contractor is responsible for providing any off-site storage facilities he/she determines necessary to carry out the directives and reach the objectives contained within the OM&S PPSB RFP. The full extent of storage within each of the building, that will be turned over to the OM&S Contractor are described within this RFP. Manage all on-site storage facilities, control and store all attic stock, transport all materials, tools and rigging as required by the OM&S work.

2.47 INSTRUCTION OF OSSF, JCP AND SGP ON PPSB FACILITY

The OM&S contractor shall, within five (5) days of authorization of award of the OM&S contract, prepare a detailed mobilization plan complete with milestones, schedules, staffing, and coordination requirements to permit compliance

with the deadline for beneficial control of the OM&S PPSB facility. Upon receipt of City authorization to proceed, the OM&S Contract shall:

1. Take immediate steps to mobilize the force to achieve operational responsibility of the PPSB complete and entire by January 1, 2027.
2. Evaluate all existing conditions of the overall PPSB Project and identify a plan of action to provide uninterrupted operation and maintenance of the PPSB by January 1, 2027
3. Organize, schedule and complete a period of instruction of all OM&S personnel on the PPSB. At 12:01 a.m., January 1, 2027, beneficial operation of the PPSB will become the full responsibility of the OM&S contractor awarded the PPSB OM&S contract as specified by this RFP.

2.48 DEFINITIONS

Unless specified otherwise, words, phrases, abbreviations and/or acronyms have the following meanings:

The City - The City of Philadelphia, acting through its authorized representative.

Commissioner DPP - The Commissioner of the Philadelphia Department of Public Property.

PPSB Facility Director - The person authorized by the Commissioner, DPP in accordance with law or regulations to formulate, enter into, or administer contracts or make written determination and findings with respect to them. The term also includes an authorized representative acting within the limits of authority. The term also includes an authorized representative acting within the limits of authority.

Engineer - Any person designated by the Commissioner DPP, or Facility Director, acting directly or through their duly authorized representative, such representative acting within the scope of the particular duties assigned to him/her or of the authority given him/her.

Inspector - The authorized representative of the Facility Director assigned to make detailed inspection of any or all portions of the work, or materials therefore.

SGP - Security Guard Personnel, employed by subcontractor.

JCP - Janitorial Custodial Personnel, employed by subcontractor.

PTS - Patrol Tour System.

JCM - Janitorial Custodial Management Plan.

SGC - Security Guards

SMP - Security Management Plan.

RR/D - Recyclables Removal and Delivery.

TR/D - Trash Removal and Disposal.

LRSC - Labor Rate Schedule Chart. Separate charts are included for: OSSF; JCP;SGF.

OM&S - The management contract to provide Operation Maintenance and Support Services required for all of the physical facilities, equipment, systems and components of a complex.

PM - OM&S Project Manager - The executive representative of the OM&S Contractor authorized to received and execute instructions from the PPSB Facility Director, and who shall supervise and direct the work.

APM - Assistant Project Manager – the second-tier executive representative of the OM&S contractor reporting to the

PM.

HVAC - Heating, Ventilation and Air Conditioning.

OSSF (On Site Service Force) - The OM&S Contractor's full-time employee's assigned to the PPSB.

Attic Stock - The OM&S Contractor will submit an inventory of Attic Stock within 60 days of contract start date.

Award - The decision by the City to execute a purchase agreement or contract after all necessary approvals have been obtained.

Business - A corporation, partnership, individual, sole proprietorship, joint venture, or any other legal entity through which commercial activity is conducted.

CMMS - Computerized Maintenance Management System.

CSI - Construction Specifications Institute.

Calendar Day - Every day shown in the calendar, Saturdays, Sundays, and holidays included.

Change Order - A written order signed by the responsible PPSB Facility Director directing the OM&S Contractor to make changes, which the changes clause of a contract authorizes the Facility Director to order, with or without the consent of the OM&S Contractor.

Certified Original Time Record - Refer to Contract Document Provisions, Section "E".

Construction - The process of building, adding, altering, converting, relocating, renovating, replacing, or restoring of real property in which the City has an interest.

Contract Price - The Price Proposal in response to the OM&S RFP, for the contract period extending through a single calendar year, for each year of the contract term, including all items of the price proposal with the exception of FLMA. Proposed Total Cost - Total amount to be paid by the City for this specific item.

Contract Time or Completion Date - The number of working or calendar days shown in the contract indicating the time allowed for the completion of the work contemplated in the contract. In case a calendar date of completion is shown in the contract, in lieu of the number of working or calendar days, such work shall be completed by that date.

Contractor - Any person having a contract with the City. Contractor does not include employees with labor contracts (collective bargaining agreements.)

Day - Calendar Day unless otherwise designated.

Direct Overhead Expense - Salary related overhead, such as vacation, social security and pension, and statutory benefits, plus absent time cost.

OIT (formerly DOT) – City of Philadelphia's Office of Innovation and technology.

FLMA - Force Labor and Material Account - A financial account, established at a fixed value, at OM&S project startup, and at start of each contract year. It is used to fund material and labor expended by the OM&S Contractor as the result of changed conditions related to Preventive Maintenance, Maintenance and Repair, and General Maintenance. It is budgeted to fund; replenishment of attic stock; procure repair parts, components, and materials not covered in the OM&S contract, or present in attic stock; emergency work; changed conditions causing approved additional labor, and/or additional materials for subcontracts;

overtime for OSSF, JCP, and SGP specifically approved as resulting from emergencies/changed conditions. FLMA is also used to fund material required by the OM&S contractor, as the result of request to renovate, or modify existing physical construction features which are found by the City to be unacceptable because of original facility design deficiencies, and/or general construction deficiencies; prior to or unrelated to the OM&S contract. When used for these purposes, FLMA funds are limited to covering material costs, with all related labor furnished through OSSF under basic services of the OM&S contract. Should the corrective work resulting from a design and/or construction deficiency require labor which exceeds the manpower or skill sets of the OSSF, the PBBS Facility Director may direct the OM&S contractor to provide services of RRSC, using FLMA funds. FLMA funds are also used to fund expendable materials furnished throughout the contract term.

General and Administrative Overhead - Indirect Overhead Expense.

HAZMATS - Hazardous materials.

Indirect Overhead Expense - Non-salary related overhead, such as rent, insurance, etc.

“M&R” Maintenance - Material and labor required for, and, or the physical act of removal, repair and refinishing.

MIS - Management Information System - City of Philadelphia Centralized Information System.

MS Windows - Microsoft Windows

Notice to Proceed - A written notice to the OM&S Contractor of the date on or before which he/she shall begin the prosecution of the work to be done under the OM&S contract.

OEO – The City of Philadelphia’s Office of Economic Opportunity.

OIT – Office of Innovation & Technology.

OM&S Contract Documents - The written agreement between the City and the successful OM&S Respondent, covering the performance of OM&S the work and furnishing of labor, equipment, and materials, by which the OM&S Contractor is bound to perform the work and furnish the labor, equipment, and materials, and by which the City is obligated to compensate him/her therefore at the mutually established and accepted rate or price. The OM&S Contract Documents shall include the Request for Proposal, Instruction to Proposers, Proposal, Contract Forms, the City of Philadelphia General Consultant Professional Services Contracts, Guarantees and Bonds, General Provisions, Specifications, Insurance Certificates, Supplemental Specifications, all Special Provisions, all Technical Provisions, all Plans and Notices to Proceed, also any written Change Orders and Supplemental Agreements that are required to complete the OM&S Contract work in an acceptable manner, including authorized extensions thereof.

OM&S Contract Modification - Any written alteration in the specifications, delivery point, date of delivery, contract period, price, quantity, or other provision of any existing contract, whether accomplished in accordance with a contract provision, or by mutual action of the parties to the contract. It includes change orders, extra work orders, supplemental agreements, contract amendments, or reinstatements.

Original PPSB Contract Documents - The written agreement between the City and the PPSB’s OM&S Contractor, covering the performance of the work and furnishing of labor, equipment, materials and subcontractors, by which the Original Construction contractors were bound to perform the work and furnish the labor, equipment, and materials, and by which the City was obligated to compensate them therefore at the mutually established and accepted rate or price. The Documents include

the Invitation for Bid, Notice to Contractors, Instructions to Proposers, Proposal, Contract Forms, Guarantees and Bonds, General Provisions, Specifications, Supplemental Specifications, all Special Provisions, all Technical Provisions, all Plans and Notices to Proceed, also any written Change Orders and Supplemental Agreements that are required to complete construction PPSB in an acceptable manner, including authorized extensions thereof.

Original PPSB Contract Drawings - See definition of PPSB "Plans."

Overhead - Direct Overhead Expense plus Indirect Overhead Expense.

Overhead Rate - the sum total of Direct Overhead, plus Indirect Overhead Expenses, expressed as a percent of direct labor dollar cost. Also designated as Total Overhead Expense Rate.

PSS (Professional Services Subcontractor) - The OM&S Contractor's authorized subcontractor for Professional Services. PSS shall be approved by the PPSB Facility Director, funded through FLMA.

Payment Bond - Security, as a guarantee that OM&S Contractor shall pay in full all bills and accounts for materials and labor used in the work, as provided by law.

Performance Bond - Security guaranteeing complete performance of the contract.

"PM" Preventive Maintenance - Material and labor required for, and/or the physical work expended in performing equipment maintenance and repairs, prior to failure. The goal of preventative maintenance is to minimize equipment failures. Included is any work necessary for: the continued operation or upkeep of a facility, structure, grounds, or building system, including built-in equipment or an in-ground system; and incorporation of factory directed modifications.

Proposal - The response by a proposer to a solicitation of the City to obtain goods or services.

2.49 PROJECT OBJECTIVES

The Department's objectives for this project include the following:

1. Provision of a high-quality level of management, and maintenance of the physical facilities of the PPSB Project to include support services for City Hall as requested; Organization, planning, coordination, and management of all OM&S tasks including OSSF, as well as all subcontracts;
2. Providing value added services in the form of:
 - a. Optimizing energy consumption by using US Green Building Council Best Practices consistent with the direction from City-selected energy services companies and energy management consultants.
 - b. Managing and optimizing the Attic Stock, for the then current year and each succeeding year;
 - c. Providing creative operations management suggestions.
 - d. Providing OM&S Services which maximize the life of the physical plant facilities through prevention of failures attributable to: inadequate care; improper adjustments; lack of attention; tardy response to disarrangement notices; failure to follow manufacturer's instructions; failure to take prudent remedial steps; failure to recommend changes to design/construction, duty cycle, and/or operation to the PPSB Facility Director; failure to prudently, assertively, and promptly enforce in place guarantees/warranties and maintenance contracts; failure to establish new or renew existing maintenance contracts; failure to maintain an attic stock of appropriate spare parts and replacement equipment; failure to train and refresh OM&S OSSF; failure to establish the necessary OSSF manpower levels and manage effectively to bring the force to bear on a predictable, reliable, sustained basis; failure to document maintenance and repair history; and failure to control, audit and administrate all subcontracts under the OM&S contract.
 - e. Research as-built conditions, commissioning reports, approved shop drawings, operating and

maintenance manuals, all construction period correspondence, manufacturer's representatives to obtain recommended preventative maintenance plans for all systems, equipment, components and materials making up the physical facilities of the PPSB, and as described on the Data Base of this Specification. Prepare a detailed Preventative Maintenance Program of all PPSB physical facilities, submit a preliminary, pre-final and final program for review and approval by the PPSB Facility Director, and upon final acceptance, document the plan in bound form with originals in a readable electronic format, and retain a hard copy in the OM&S office.

- f. Update the program plan quarterly to incorporate changes in systems, equipment or new construction, and include manufacturer's bulletin information. Format the Preventative Maintenance Program to suit the requirements of the CMMS.
 - h. Establishing and maintaining an open, collaborative relationship with the Philadelphia Department of Public Property.
 - i. Establishing a cooperative relationship with any energy service company or other energy consultant that the City utilizes to realize energy conservation and energy efficiency measures in the PPSB facility to ensure expected energy savings.
- 3. Quantification of the PPSB Facility - Refer to the plans and specifications available for review and used to prepare the OM&S RFP.
 - 4. Drawings and specifications can be emailed to bidders upon request.
 - 5. The Respondent's proposed scope of work in Section 5.5 should address each objective specifically and describe in detail how the Respondent will achieve the objective, or how the Respondent will enable the Department to achieve the objective.

2.50 PROJECT DETAILS

This Section 2, Scope of Work states requirements for the project, including the services and the tangible work products to be delivered, and the tasks the Department has identified as necessary to meet those requirements. The Department reserves the right, however, to modify specific requirements, based on changed circumstances (such as a change in business or technical environments), the proposal selection process, and contract negotiations with the Respondent(s) selected for negotiations, and to do so with or without issuing a revised BV RFP. The Respondent must provide in its proposal a detailed proposed scope of work showing how it will meet the project requirements stated in this Section 2.

2.51 SERVICES AND TANGIBLE WORK PRODUCTS

The Department requires at least the services listed below, including the specific tasks and work activities described. Respondents' proposed scope of work should state in detail how it will carry out each task. For each service specified, the Respondent should propose criteria to determine when the tasks comprising the service are satisfactorily completed. Respondents may propose additional or revised tasks and activities but should explain why each is necessary to achieve the project objectives.

2.52 TANGIBLE WORK PRODUCTS

The Department requires completion and delivery of at least the tangible work products listed below. The proposed scope of work should state in detail how the Respondent will produce each work product. For each work product, the Respondent should propose criteria for satisfactory completion and delivery. Respondents may propose additional or revised tangible work products but should explain why each is necessary to achieve the project objectives.

The OM&S Contractor's responsibilities include but are not limited to the following:

- a. Provide an OM&S PPSB mobilization team, starting on the date of authorization to proceed, extending through and up to the date stated to achieve full OM&S contractor operational control of the PPSB.
- b. Provide on-site permanent staffing by your full-time employees in the form of an OM&S PPSB Core Team (OSSF Core Team), responsible for overall OM&S project management, including subcontractors, administrative support, and selected OSSF trades persons.
- c. Through the OSSF Core Team provide: an OM&S Project Manager; Assistant Project Manager;

Clerical Staff; Shift Supervisors; skilled building and facility maintenance personnel, all fully equipped, trained, supervised, and managed to operate the PPSB Facility.

- d. Provide management, verification of work, and quality control of work through regular on-site in person supervisor/manager tours of all areas, and spaces making up the PPSB project. Provide "Maintenance and Repair (M&R)", "Preventative Maintenance (PM)", and "General Maintenance (GM)" for all of the equipment, systems and spaces shown, specified, and/or indicated in this RFP, through the use of OSSF.
- e. Provide extended OM&S services in "M&R", "PM" and "GM" under specified subcontracts and as directed in this RFP.
- f. Provide maintenance material/replacement parts and all maintenance expendables (FLMA funded), as required for "M&R", "PM" and "GM". Provide all transportation required to carry out the tasks of this RFP.
- g. All equipment, and systems of the PPSB construction may have operated substantially for periods of time beyond the coverage of many of the original construction guarantees and warranties covering defects of material and/or installation. Administrate, manage and represent the City by providing management expertise including, but not limited to:
 - h. Assessment; analysis;
 - i. Evaluation recommendation of remedial steps required to fix any continuing disarrangements in systems and equipment.
 - j. Upon direction from the PPSB Facility Director, provide OSSF, and use attic stock materials provided under the basic BV RFP to remediate defects and/or deficiencies in the PPSB design and/or construction. Refer to General Provisions, for directions relative to changed conditions.
 - k. Provide administration, management and enforcement of all subcontracts designated as "Routine Subcontractor Work". Engage all of the subcontractors required to complete the specified tasks.
 - l. Provide administration, management, and enforcement of all subcontracts designated as "Remove Repair/Replace Reinstall" and "Professional Services" Subcontracts. Engage all of the subcontractors required to complete the specified tasks
- m. During the course of the OM&S Contract, if and when tasks designated by the Subcontracts become defined through the OM&S work and/or as directed by the PPSB Facility Director, provide administration, management and enforce all such subcontracts. Engage subcontractors approved by the PPSB Facility Director for the specified tasks under approved subcontracts.
- n. Establish, maintain and submit for review a complete OM&S Management Program. Interface with the CMMS. On a daily basis, utilize the City-provided CMMS to manage the PPSB Facilities. The CMMS system has capabilities that include:
 - i. Work order planning.
 - ii. Automatic Preventative Maintenance to work order generation.
 - iii. On-line work requests.
 - iv. Manpower planning.
 - v. Work order scheduling.
 - vi. Labor distribute
 - vii. Analysis and reporting.
 - viii. Maintain stores and inventory control; record purchases and reconcile materials to each work order.
- o. The Security Patrol Tour System (PTS), to be used by the City and the OM&S Contractor to verify regular tours, and inspections as required to enhance Quality Assurance of the OM&S Project. Provide creative operations management recommendations relative to location, installation, and implementation in order to establish the following:
 - i. Computer based records to control and verify Security Patrol activities round the clock.
 - ii. Computer based records of the OM&S Contractor's supervisor and administrative activities in regular, extensive and thorough surveillance of all OM&S employees as well as subcontractors. Take delivery of and responsibility for handheld or personnel electronic code devices furnished as part of this system, and as furnished by the City.
 - iii. Attend instructions classes (during normal working hours) in the operation and use of the PTS System. Instruct all OSSF and all subcontractor personnel in the PTS System.
 - iv. As part of the CMMS, design, and prepare preliminary forms for PTS System reports for review and approval by the PPSB Facility Director.

- v. Implement the approved PTS System reporting. Initiate a regular OM&S Control Quality Control review process with the PTS. Take a proactive part in recommending OM&S procedures which optimize the use and benefit of PTS.
 - vi. In addition to the physical improvements there may be additional security personnel required to accommodate changes in visitor and employee access procedures, which shall be incorporated into in the SMP.
 - vii. Employees - City employees will be issued swipe cards for use in active turnstiles not requiring check-in at the security desk to gain building access.
 - viii. Visitors - All visitors will be required to provide proof of identity. PPD will input the visitor's information into the system, take the visitor's picture, and give the picture to the visitor with instructions that the picture is to be displayed at all times while the visitor is in the building.
 - ix. SJP staff shall visually assess visitors for suspicious behavior or packages and may require individual security screening or inspection.
 - x. Visitors shall check out prior to leaving the building for return of their pass to PPD and to retrieve their identification.
 - xi. During the OM&S Contract term, coordinate, control, recommend, price out, obtain approval, purchase and add to the spare parts and equipment inventory, "Replenish Attic Stock". Material costs for replenishment of Attic Stock will be funded under FLMA.
 - xii. At initiation of the OM&S contract term, take delivery, secure, log, record and take full responsibility for Attic Stock.
- p. The Technical Provisions of this Specification have been prepared to list the following information:
- i. Selected Technical Provisions contain a Data Base, enumerating components, equipment, quantity, and remarks describing the OM&S Contractor's responsibilities relative to major repair, service contracts and subcontracted work.
 - ii. Selected Technical Provisions contain a listing of service contracts and their duration which shall be provided by the OM&S Contractor and included in his/her OM&S proposal.
 - iii. Selected Technical Provisions contain specific objectives for PPSB Facility Security and Janitorial/Custodial work to be provided under Subcontracts to the OM&S Contractor.
 - iv. As directed within this RFP, the PPSB OM&S Contractor shall proactively determine the need for additional subcontract work to be carried out under the contract, and under the OM&S Contractor's directions, justify the need to the PPSB Facility Director, provide written management summaries to back-up recommendations for such subcontract work, including assessment, alternatives, plan of attack, cost estimates and schedule, with identification of critical path for design (if any), management decisions, procurement of material and physical work.

2.53 SITE WORK SERVICES

Scope of Basic Services

1. Provide all PM, M&R, and GM for the site work of the overall PPSB project.
 - a. Individual tasks include but are not limited to: General housekeeping; Cleanup and debris disposal; Reset grates; Replace bench and bench components; Resetting or replacing of paving units; Replacement of trash receptacles; Installation or replacement light stand components;
 - b. Remove graffiti and markings on all site elements and building; Flag pole maintenance and replacing of flags; Clean light fixture glass covers and lamp; Seal coating bituminous paving areas; Sweeping bituminous paving areas; Sweeping concrete covered areas; Sweeping handicapped ramps; Snow and iceremoval;
2. Visually inspect equipment for evidence of breakage, damaged surfaces, non-working luminaries and lamps.
 - a. Coordinate with facility security to determine lighting failures.
 - b. Inspect non-working lights within 24 hours of notice of lighting failure. Determine if lamp replacement is required or if other malfunction is cause of problem.
 - c. Burned-out lamps shall be replaced within 24 hours of notice of lighting failure. Use attic stock for burn- outs and refill attic stock.
 - d. Immediately remove unstable poles and/or related lighting which is damaged. Within 48 hours, repair or replace damaged pole(s) and bracket(s) and/or luminaire(s) to maintain the system in

- working order.
- e. Clean and inspect all exterior lighting fixtures on a regular basis.
3. Visually inspect all fence and gates. Damaged sections of fence or damaged gates shall be repaired or replaced, as necessary as part of general wear and tear. Fence and gates shall be cleaned and painted as necessary.
- Visually inspect trash receptacles. Damaged trash receptacles shall be replaced.
 - Visually inspect drain caps. Damaged drain caps shall be replaced.
 - Visually inspect benches for rough edges, or broken components. Replace benches or bench components as necessary.
 - Visually inspect water meters, mains, fittings, valves, hydrants and backflow preventers. Review As- Built Plans. Damaged or inoperable components shall be repaired or replaced.

2.53.1 CONCRETE

Scope of Basic Services

- All concrete shall be visually inspected two times per year for spalling, chipping, movement of panels, water penetrations, cracked or missing sealant, cracking or settlement, or other defects. Report findings to the PPSB Facility Director. Maintenance and minor repairs include epoxy patch spalled or chipped concrete; fill in minor cracks in exposed slabs.
- Major repair and replacement: saw cut, demolish and remove affected area. Work to be done must be documented by registered design professional under subcontract and funded under FLMA.

2.53.2 MASONRY

Scope of Basic Services

- All concrete shall be visually inspected two times per year for spalling, chipping, movement, water penetrations, cracked or missing sealant, cracking or settlement, or other defects. Report findings to the PPSB Facility Director.
- Major repair and replacement work to be done must be documented by registered design professional under subcontract and funded under FLMA.

2.53.3 METALS

Scope of Basic Services

- All metals shall be visually inspected for rust, cracking or other defects. Report findings to the PPSB Facility Director.
- Maintenance and minor repairs - Paint exposed surfaces rusted by water penetration or high humidity.
- Major repair and replacement – failure of structural steel must be documented by a registered design professional and shall be repaired or replaced by subcontractor and funded under FLMA.

2.53.4 WOODS AND PLASTICS

Scope of Basic Services

- All woods and plastics shall be visually inspected for soil, deterioration or damage, or other defects. Report findings to the PPSB Facility Director. Refinish, repair or replace woodwork in compliance with Architectural Woodwork Institute (AWI) standards. Material for repair shall be covered under FLMA.
- Fasten all casework securely to the structure. Repair delaminated plastics as per manufacturer's specifications.

2.53.5 THERMAL MOISTURE CONTROL

Scope of Basic Services

- All thermal moisture control shall be inspected for deterioration or damage, or other defects. Report findings to the PPSB Facility Director.
- Inspect damage of membrane waterproofing where necessary over occupied spaces.
 - Inspect the roofing areas for weather tightness and overall conditions in the spring and the

fall.

- b. Inspect all exterior walls supporting the roof structure for cracks, deterioration, moisture stains, failing caulk, and other deficiencies.
- c. Inspect the entire roofing systems for the following:
 - i. Exposed seams are sealed;
 - ii. Blisters, buckles, voids or delaminated areas;
 - iii. Worn spots or holes;
 - iv. Gravel surfacing is at a rate of 400 pounds per 100 square feet, verify a uniform appearance;
 - v. The roof has adequate drainage (no excessive ponding). If there are areas of inadequate drainage, note them on roof plan;
 - vi. Remove all foreign objects imbedded in or sprouting from the roof membrane, along with other items that could damage the roof;
 - vii. Inspect pitch pans for proper filling and collars placement around roof penetrations;
 - viii. Drains and scuppers for proper hardware and membrane seal, etc.;
 - ix. Expansion joints for open joints, punctures/splints, rusting, securement, and proper flashing;
 - x. Flashing condition for proper height, installation and defects;
 - xi. Roof edge check for rusting deterioration and loose fasteners;
 - xii. Roof penetrations for equipment base flashings and equipment housing for water entry points. Look for discharges which may damage membrane. Check dents for attachment problems and/or chemical releases.
 - xiii. Keep the roof surface clean of leaves, paper or accumulated dirt at drain areas to avoid clogged drains;
 - xiv. If the removal of snow is necessary, use plastic shovels and pay particular attention when working around curbs or other areas where wall flashing can be damaged. Snow blowers and shovels with sharp edges must not be used;
 - xv. Remove all debris (such as glass, bolts, nails, screws, metal shavings, etc.) and any other material that may promote punctures or cuts to the membrane;
 - xvi. Remove all spills of material which may degrade the membrane (such as solvent based materials, oil based paint, grease, etc.);
 - xvii. Do not use rakes or shovels for ballast removal as damage to the EPDM may result. A gravel pusher or push broom must be used;
- d. Inspect base flashing for unsealed vertical seams. Verify adhesion to roofing materials and that is continuous with no bridging or loose components.
- e. Inspect mineral surface walkway pads for unsealed areas to the roofing surface. Maintain walkway pads free of debris.
- f. Inspect the entire flashing system during the roofing inspection. Flashing should be adequately secured to the structure. Copings and ridge flashings are to be inspected concurrently with roof inspection. There shall not be loose or missing fasteners. There shall be no loose or displaced sections of coping/ridge flashing. There shall be no missing or loose joint covers. Sealants shall show no signs of cracking.
- g. Inspect the roofing hatches, equipment curbs, and roof scuttles during the roofing inspection. Ensure proper and free operation. Lubricate as recommended by the manufacturer.
- h. Inspect all joint sealants including but not limited to sealants at facade, junction of window and stone, junction of louvers and stone, steps and balustrade, horizontal joints in coping of roof and walls, sidewalk and walls, stair and walls, metal counter flashing for main roof and cooling tower roof.
 - i. Check sealant joints for missing, loose, or displaced sealant and rod.
 - j. Check sealant joints for proper adhesion to both surfaces being joined.
 - k. Check to see that sealant joints are stable and/or semi-solid to touch.
 - l. Repair or replacement of joint sealants shall be performed under the provisions of the warranty.
- m. effective joints shall be completely cleaned out and new backer rod and sealant compatible with the installed system. This includes all detention security caulk.

- n. If beyond warranty, repairs to roofing membrane, gutter assembly, flashing, joint sealants, shall be under FLMA.

2.53.6 DOORS AND WINDOWS

Scope of Basic Services

1. All doors and windows shall be inspected for deterioration or damage, or other defects. Report findings to the PPSB Facility Director.
 - a. During routine daily maintenance rounds inspect all doors and frames for proper operation.
 - b. Inspect to see if doors close squarely, door and frame accessories and hardware are in place and are functioning properly and repair if necessary.
 - c. Check to see that door hardware is in proper working order. Adjust operating hardware items so doors open freely and close securely.
 - d. Inspect all revolving doors for proper and smooth operation and repair when necessary. Lubricate hardware and other moving parts as required. Adjust doors to provide a tight fit at contact points. Repair or replace failed components in accordance with manufacturer's recommendations.
 - e. Overhead coiling doors service maintenance shall include lubricate, test and adjust doors to operate easily, free from warp, twist or distortion and fitting weather tight for entire perimeter.
2. Refinish or repair wood doors and frames in compliance with Architectural Woodwork Institute (AWI) quality standards.
3. On a quarterly basis, visually inspect all glass in window and door assemblies for defects or breakage. Replace all broken, chipped, cracked, abraded or otherwise damaged glass.
 - a. Check laminated glass for defects such as edge separation and delamination.
 - b. Check sealed insulating glass for evidence of breakage of the hermetic seal.
4. The curtain wall inspection should cover but not be limited to the following components and adjacent interior finishes:
 - a. Check acoustic tile ceilings and adjacent trim members for signs of water infiltration.
 - b. Check plaster walls and sills at windows for water infiltration signs.
 - c. Check floor finishes adjacent to exterior walls for water infiltration signs.
 - d. Check storm windows and pivot window gaskets and frames for air or water infiltration.
 - e. Check for missing, displaced, or loose sections of metal curtain wall, column covers or joining brackets.
 - f. Check for loose or missing fasteners, cover plates or flashing.
 - g. Check for signs of corrosion of visible sections of metal curtain wall and visible fasteners.
 - h. Check for signs of corrosion of hidden fasteners and brackets etc. by looking for rust staining at joints and sealant.
 - i. Check all exterior joint sealants.
5. Damaged or missing sections of the curtain wall section shall be repaired or replaced as necessary by subcontractor under FLMA.
6. Check joints for any water penetration and air infiltration. Check for structural failure of components. Repair or replace all failed sealant, gasket, weather stripping and spacer, etc.

2.53.7 FINISHES

Scope of Basic Services

1. All finishes shall be inspected for deterioration, cracks, buckles, efflorescence, damage, or other defects. Report findings to the PPSB Facility Director.
2. Patch and repair defects or replace damaged plaster in compliance with Portland cement plaster installation.
3. Repair all gypsum board in accordance with the Gypsum Association recommendations.
4. Apply finish to repaired or replaced gypsum to match existing.
5. On a quarterly basis inspect ceramic tile for cracks, loose or missing tiles. Check to ensure all grout is securely in place. Make all repairs according to manufacturers recommendations. Replace damaged or missing tile to match existing.
6. On a quarterly basis inspect granite for cracks or loose material. Make all repairs according to manufacturer's recommendations.

7. On a monthly basis inspect all terrazzo flooring for cracks and proper seating of divider and accessory strips. Under subcontract using FLMA based on PPSB Facility Director's approval, employ an experienced terrazzo contractor and insure that repairs are made according to manufacturer's recommendations.
8. On a monthly basis inspect all acoustical-tile ceilings for misplaced, misaligned and damaged panels. Comply with manufacturer's instructions for touch-up of minor panel damage. Remove and replace damaged panels.
9. On a yearly basis inspect the acoustical panels located in the court rooms. Repair and/or replace panels according to manufacturer's recommendations. Replaced panels to match existing color, texture and pattern.
10. Visually inspect interior stone for chips, cracks or other defects. Inspect anchors, attachments and joints. Custodial to clean stone surfaces to remove soil, stains and foreign materials; repair or replace in compliance with manufacturer's recommendation.
11. Twice a year inspect all vinyl composition tile, sheet vinyl flooring and resilient wall base for proper adhesion to substrates. Inspect for open cracks and voids or puckering at joints. Make all repairs and replacements according to manufacturers recommendations. Replace flooring and base to match existing.
12. Twice a year inspect carpet for excess wear and damaged areas. Check carpet edges and butts and re-apply manufacturers approved seaming cement. When carpet is too damaged to repair, submit estimates to replace to match existing carpet color, texture and material. During inspection, check to insure carpet edge guards and anchor guards are firmly anchored. Repair and replace loose or damaged guards.
13. Twice a year inspect the seamless trowelled flooring for cracks and areas of excessive wear. Where areas of repair are indicated under subcontractor and FLMAa manufacturer approved contractor shall make repairs.
14. Twice a year inspect the various special coatings for evidence of blistering, cracking and delamination. In areas in need of repair and re-application of coating, first prepare surface according to manufacturers recommendations. Apply new coating to match existing.
15. On a yearly basis inspect painted areas for cracks, scuffed surfaces and other areas in need of repair and repainting Prepare all surfaces to be repaired and touched-up according to paint manufacturers recommendations. New paint to match existing.
16. On a monthly basis, inspect the various wall coverings for dirt, soil and stains. Inspect for blisters, cracks, wrinkles and other defects. Prepare all surfaces to be repaired or replaced and install wall coverings in accordance with manufacturer's recommendations.

2.53.8 SPECIALTIES

Scope of Basic Services

1. On a bi-annual basis, inspect marker boards, tack boards, and visual display boards. Verify to ensure boards retain their original writing and erasing qualities, and they do not become slick or shiny. Secure all boards to structure. Clean units in accordance with the manufacturer's instructions. If necessary, replace board to match existing.
2. On a quarterly basis, clean louver blades and screens on louvers to ensure there is no obstruction to air flow. Check sealants, gaskets, flashings, etc. for defects.
3. Check joints for any water penetration and air infiltration. Check to ensure louvers, screens and blank-off panels are securely mounted.
4. Inspect all wall surface protection systems for proper adhesion to substrates. Inspect for soil, stains and defects. Repair or replace in accordance with manufacturer's recommendations.
5. On a bi-annual basis inspect access flooring (flooring in computer/LAN rooms) for stability and secured panels. Check to insure floor is free from grease, dirt and other foreign matter. If necessary, replace damaged panels with new panels to match existing.
6. Inspect flagpoles monthly to insure it is firmly anchored in concrete. Inspect metal finish, paint, and the condition of the halyards and fittings.
7. During normal cleaning rounds, inspect touch screen monitors for proper operation Panel signs, vinyl letters and numbers and aluminum modular directories shall be inspected for markings or vandalism.

8. On an annual basis check lockers to insure they remain firmly anchored and that all doors and hardware are functional. Replace badly damaged lockers to match existing. Repair or replace hardware to match existing.
9. Review, inspect and report on telephone box and conduit/raceway system.
10. Inspect to ensure wall mounted telephone units are firmly mounted. Replace units that cannot be restored to factory-finished appearance or damaged.
11. During normal cleaning rounds inspect toilet room accessories are secured and functioning properly. Accessories include toilet tissue dispensers, paper towel dispensers, soap dispensers, sanitary napkin dispenser/disposal, waste receptacles, mirrors, grab bars, shelf with mop and broom holder, clothes hooks, mirrored door cabinets, hand dryers and security framed mirrors.
12. Periodically inspect and service all fire extinguishers; furnish all labor and materials necessary including delivery to recharge, service or hydrostatic test fire extinguishers in accordance with NFPA. Under no circumstances reduce the firefighting capability by removing extinguishers and not replacing them. An extinguisher must be replaced by an extinguisher of equal rating. There are sixty (60) 15-lb. fire extinguishers at the PPSB.

2.53.9 WINDOW EQUIPMENT

Scope of Basic Services

1. Maintain the window washing systems in accordance with the manufacturer's maintenance manuals. Ensure that window washing systems are operational and safe in all respects. Inspect window washing pedestals to ensure they are firmly attached to structure.
2. Clean, lubricate and adjust to ensure that dock leveler and loading dock equipment is operational and complete. Follow manufacturer's recommendations. Make adjustments and repairs when necessary to ensure smooth operation.
3. Perform the inspections in accordance with the following schedule:
 - a. Quarterly
 - i. Detention hardware to be inspected for proper functioning, adjustments and lubrication. Necessary adjustments shall be made and a written account provided to the Owner.
 - ii. Replace damaged lock cylinders with cylinders from the stock and repair damaged cylinders.
 - iii. Return repaired cylinder to stock.
 - iv. Lubricate non-electric prison hinges according to manufacturer's recommendations.
 - v. Inspect sliding door track and hanger sets for smooth operation. Lubricate according to manufacturer's recommendations.
 - vi. Inspect security windows for evidence of broken, chipped, cracked, abraded or otherwise damaged or non-secured glass.
 - vii. Inspect the barrier grilles to insure that they are securely fastened to structure.
 - viii. Inspect doors and hardware on pistol lockers to insure that they are in proper working order.
 - ix. Inspect security metal ceiling to insure that it is free of damage and that it is securely fastened to structure.

2.53.10 FURNISHINGS

Scope of Basic Services

1. On a quarterly basis inspect for the proper operation of all casework hardware, doors, drawers and other moving parts, and repair accordingly. Ensure that all casework is securely fastened to the structure. Repair delaminated plastic as per manufacturer's recommendations.
2. On a monthly basis, inspect the condition of the kitchen casework. Equipment shall be operated, maintained and lubricated in accordance with manufacturer's instructions. Inspect for the proper operation of all casework doors, drawers and other moving parts. Lubricate and adjust hardware to ensure it is in proper working order. Check to ensure that all casework is securely fastened to structure. Repair delaminated plastic in accordance with manufacturer's recommendations.
3. Inspect window treatments for soil, stains, wear and tear. Verify to ensure that tracks and hardware are in proper working order. Operate, maintain and lubricate in accordance with the manufacturer's instructions. Repair and adjust clean window treatment in accordance with manufacturer's instructions.

4. Verify, adjust and repair to ensure foot grilles at entrance doors are in proper, secure position. Regularly inspect presence of misalignment, sag, or any condition which can create a hazard to pedestrian, and/or vehicular traffic. Repair, adjust or replace damaged foot grilles in accordance with manufacturer's instructions.

2.53.11 SPECIAL CONSTRUCTION

Scope of Basic Services

1. On a monthly basis, inspect all guard booths and kiosks for evidence of damage and parts in need of maintenance. Repair guard booth components in accordance with manufacturer's recommendations.
2. On a quarterly basis, visually inspect all bullet resistant fiberglass panels for damage or failure. Check all fastenings, supports, reinforcements, joints and substrates. Repair or replace bullet resistant fiberglass panels in accordance with manufacturer's requirements by someone familiar with the product.

2.53.12 CONVEYING SYSTEMS

Scope of Basic Services

Provide through subcontractor two full time (5) days per week (including City holidays) certified Elevator/escalator mechanics; complete with full time absent coverage. The mechanics shall respond to all trouble calls; maintain two way radio contact at all time with the OM&S Contractor (OM&S Contractor to provide (2) two way radios); perform all PPSB conveying system labor required by this technical provision and/or by all applicable codes. The OM&S Contractor shall provide management and quality control supervision of subcontractor. The purpose of the maintenance schedule is to prolong the life of the equipment, to secure the City of Philadelphia's equity and to provide trouble-free service. Keep the equipment in substantially new condition and maintain its performance as new.

1. Insure that normal building and garage site use is not interrupted, while work is being done. Avoid unnecessary noise, clutter or obstruction in the corridors, and arrange for storage of materials and tools where they will cause minimum inconvenience. Where excessive noise or obstruction is unavoidable, advise the PPSB Facilities Director ahead of time and make suitable arrangements.
2. Obtain permission in writing from the PPSB Facilities Director, 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.
3. Take all necessary precautions to ensure that the work covered by these specifications is done in a manner that does not endanger any person.
4. Remove all rubbish as fast as it accumulates, maintain the building and premises clean during the progress of the work, and leave the premises at completion in perfect condition.
5. Promptly deliver to the PPSB Facilities Director, a full written account of any accident that may occur within the PPSB project.
6. Perform routine maintenance examinations on all conveying systems at least twice a month. Check and monitor control room temperatures twice a month.
7. Provide a maintenance log in a permanently bound journal having renumbered pages. 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. The journal is the property of the City of Philadelphia. Maintain the journal current, on the premises, and available for inspection by the PPSB Facilities Director at any time. Make all entries in ink, legibly, consecutively and without blanks.
8. Show on each regular maintenance time ticket the division of work and detail the portion of that division completed. Submit time tickets for each call back, consecutively and without blanks.
9. Supply to maintenance personnel a manual describing proper maintenance procedures and methods of maintaining the equipment in proper order. Give a copy of this manual to the PPSB Facilities Director.
10. Supervise conveying systems subcontractor personnel, so that at all times they present a neat appearance and their movement in the PPSB facility is within the requirements of their work. All employees of the subcontractor shall be attired in uniform which conspicuously identify such

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

11. The OM&S Contractor shall plan, schedule, and coordinate each routine maintenance inspection.
12. Should a problem be of a nature that cannot be satisfactorily resolved during initial review, the subcontractor shall report back to the OM&S Contractor, explaining why it was not possible to correct the problem and when the problem will be resolved. The OM&S Contractor shall provide written reports on outstanding issues, complete with plan and schedule for resolution, with copies for the PPSB Facilities Director and file. Should an Elevator be out of service for longer than 2 weeks because of difficulty in determining the problem, the OM&S Contractor's monthly invoice will be prorated to reflect the length of time the Elevator is out of service. The OM&S Contractor ultimately insures that all Elevators and vertical transportation at the PPSB are in service and operating at their maximum efficiency.
13. The OM&S Contractor 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 OM&S Contractor and PPSB Facilities Director must be advised immediately. In all such cases, communicate the status of repairs to the PPSB Facilities Director, at the beginning and close of the normal working day. Indicate the time required for completion of repairs.
14. Do not permit any conveying systems and/or equipment to operate, while any of the safety devices, mechanical and electrical are in-operative.
15. Carry out all applicable instructions of the inspecting authorities including authorized alterations and additions within thirty (30) days of notice of deficiency, or within the time limits set by the inspecting authorities if sooner.
16. Provide all necessary co-operation and assistance to allow inspections of the equipment.
17. Maintain the systems for performance as follows:
 - a. During the first three months of the contract, adjust the equipment so that the minimum standards of performance set out below and the times set out under operating times are met, and maintain these standards throughout the term of the contract.
 - b. Adjust the speed control and dispatching for group supervisory or multi car installations to operate within original design standards.
 - c. Adjust the acceleration, deceleration and final stopping so that no obvious or objectionable bumps are felt at any point.
 - d. Adjust the door operator to operate smoothly and quietly with a minimum bouncing between the hall door rollers and car door clutch drive.
 - e. Clean Elevator access door tracks and remove all debris, weekly.
 - f. Adjust the automatic leveling devices to stop the car at all floors consistently within 0.5 inch of level regardless of lead.
18. Adjust the equipment so that the elapsed time to travel one typical floor does not exceed time specified below:
 - a. Measure this time under the following conditions:
 - b. A typical floor shall not exceed 13 feet.
 - c. Floor level is considered to be within 0.5 inch of level.
 - d. 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.
 - e. The time is measured with full load in the car and in both directions of travel.
 - f. The power door operation for the hall and car doors conforms to the Elevator code requirements.
 - g. Adjust the equipment so that for other conditions of loading, the time does not vary more than five percent.
 - h. Adjust the equipment so that for other conditions of loading, the time does not vary more than five percent. 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.
 - i. Provide these operating times for the capacity and door operation indicated.

- j. Capacity divisions are:
 - i. (GR) - greater than 2500 pounds
 - ii. (LS) - less than 2500 pounds
 - k. Door operation divisions are:
 - i. (WAO) - with advance opening
 - ii. (NAO) - no advance opening
 - l. Speed range - less than 175 fpm
 - i. (GR) (NAO) 12.9 sec. elapsed time
 - ii. (GR) (WAO) 10.4
 - iii. (LS) (WAO) 14.8
 - iv. (LS) (WAO) 12.3
 - m. Speed range 175 to 275 fpm
 - i. (GR) (NAO) 12.3
 - ii. (GR) (WAO) 9.9
 - iii. (LS) (NAO) 14.1
 - iv. (LS) (WAO) 11.7
 - n. Speed range - 275 to 325 fpm
 - i. (GR) (NAO) 11.7
 - ii. (GR) (WAO) 9.4
 - iii. (LS) (NAO) 13.6
 - iv. (LS) (WAO) 11.3
 - o. Speed range - 325 to 475 fpm
 - i. (GR) (NAO) 11.3
 - ii. (GR) (WAO) 9.0
 - iii. (LS) (NAO) 13.1
 - iv. (LS) (WAO) 10.8
 - p. Speed range greater than 475 fpm
 - i. (GR) (NAO) 9.7
 - ii. (GR) (WAO) 7.7
 - iii. (LS) (NAO) 11.6
 - iv. (LS) (WAO) 9.6
19. When an Elevator is taken out of service for inspection or routine maintenance, provide a neatly lettered sign on each entrance with the wording "ELEVATOR IS TEMPORARILY OUT OF SERVICE FOR INSPECTION AND ROUTINE MAINTENANCE TO PROVIDE FOR YOUR SAFETY. "
20. For all Elevators the following shall be repaired or replaced as necessary: 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.
21. At any time, should faulty parts be discovered, replace them at once, and should any unusual operations or noises be found, take corrective action immediately. Schedule parts showing excessive wear for replacement on the next regular examination.
22. Perform the duties in accordance with the following schedule:
- a. Monthly
 - i. Ride Elevator and carefully check for:
 - 1. Changes in leveling operation
 - 2. Unusual noises
 - 3. Changes in door operation
 - 4. Proper operation of door protective devices, emergency stop switch, alarm bell, buzzer or other distress signals, door open button.
 - ii. Check controller relays, selector or stepping relay contact and moving parts.
 - iii. Check operation of machine.
 - iv. Check all position indicators, signal lamps and lights.
 - v. Clean machine and machine room floor.
 - vi. Check car door rollers and eccentrics.
 - vii. Lubricate and clean car door tracks.
 - viii. Check car door clutch assembly and clean.
 - ix. Check door protection device and fastenings for operation and tightness.

b. Quarterly

- i. Check brushes in rotating electrical equipment for freeness and tension. Replace those brushes having 40% or less of their original length remaining.
- ii. Thoroughly clean rotating electrical equipment with vacuum and blower and lubricate bearings.
- iii. Check rotating electrical equipment connections.
- iv. Check communication for oil or foreign matter and clean thoroughly if dirty.
- v. Clean the controller with blower and vacuum and inspect each relay for wear.
- vi. Check all protective circuits and devices on controller.
- vii. Check resistors for indications of overheating and if overheating is found, locate and correct the problem.
- viii. Check operation and hoistway doors and adjust where necessary.
- ix. Check door interlocks, door guides, door hanger wheels and door closer cables.
- x. Vacuum hoistways from top to bottom.
- xi. Inspect and check for proper operation of the limit stopping devices.
- xii. Clean roller guides.
- xiii. Check selector tape fastenings and switches.
- xiv. Check and lubricate the compensating sheave.
- xv. Check and lubricate the governor tension sheave.
- xvi. Check and lubricate the governor.
- xvii. Check the buffers and the buffer oil.
- xviii. Clean top of cars. Remove all dirt, dust and oil.
- xix. Clean and lubricate care fans.

c. Annually

- i. Check mg star-delta changeover device.
- ii. Check operation of overloads. Adjust if necessary.
- iii. Check car operating station.
- iv. Check door operator, clean and lubricate pivot points.
- v. Clean guide rails.
- vi. Check all hall buttons and their connections.
- vii. Check rope hitches.
- viii. Inspect ropes for wear in accordance with standards for Elevator wire rope inspection and check tension.
- ix. 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. Provide for all third party witnessing of tests. Forward a declaration certifying the successful completion of this test to the Commonwealth of Pennsylvania Elevator Division with a copy to the PPSB Facilities Director.
- x. Perform a safety test. Forward to the PPSB Facilities Director, a declaration certifying the successful completion of the test.
- xi. Check all sheaves and shafts for soundness and wear. xl. Check all brake assemblies
- xii. Check the emergency terminal slowdown device.
- xiii. Check traveling cables for wear.
- xiv. Using an event recorder (PPA-5900 or equivalent), record data for a complete day of normal operation and submit the recorded data to the PPSB Facilities Director, for evaluation and checking.

d. Every two years

- i. Re-adjust the equipment for proper slowdown, acceleration and stopping operations.
- ii. Check hangers and junction box connections.
- iii. Check guide rail fastenings.
- iv. Review the control system operation with the PPSB Facilities Director and, subject to the results of this review, readjust the equipment as required.

23. Use genuine manufacturers' parts where at all possible. Where genuine manufacturers' parts are not available or a better substitute is available, submit the alternate part for the approval of the PPSB Facilities Director.
24. 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 micro switch (if used).
 - e. Three fuses of each size used in the controllers and in the mainline 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 space 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.
25. Arrange that the following spare parts (where applicable) are readily available from the subcontractor's 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.
26. 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.
 - d. Inspect all tools regularly and maintain in working order.
27. Arrange that the following tools are readily available, in good working order, from the subcontractor's 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 stopwatch.
 - i. One tachometer.
 - j. Six-thousand pounds of test weights and a dolly for passenger Elevators. Ten-thousand pounds of test weights and a dolly for freight Elevators.
28. The material and labor provided by the subcontractor, to repair failed PPSB conveying systems, may be approved by the PPSB Facilities Director as "beyond OM&S contract services", as addressed by "Changes" and "Negotiated Payment Provisions" in the General Provisions. The conditions may only be applied when the failed equipment has not resulted from acts or omissions of the OM&S Contractor and/or his/her Subcontractor.
29. These conditions include, but are not limited to:
 - a. When the failed condition results from malicious acts of others; or;
 - b. When the failed conditions result from a natural act of God conditions (for example

- earthquake, lightning, floods);
 - c. Other conditions which may be determined by the PPSB Facilities Director.
 - d. Separate instances (occurrences) of failed conditions resulting from wear out of properly maintained equipment; and;
 - e. Each instance is considered individually on its own merit, and shall not be grouped with any other instance of failed equipment. That is claims of failed equipment for the purposes of Type B Specific Conditions shall not be accumulated;
 - f. The fair material retail price, exclusive of labor for each such individual instance must exceed \$5,000.00;
 - g. The material and labor to complete the repair may be required on an emergency basis, (as determined by the OM&S Contractor and the PPSB Facilities Director), under which condition the OM&S Contractor shall prudently carryout all restoration of service and operation without any delay for formal written approval of the PPSB Facilities Director;
 - h. Under the conditions above, the OM&S Contractor shall provide a breakdown of: units of labor; units of material; unit labor and material charges, for review and approval by the PPSB Facilities Director. The PPSB Facilities Director may request the OM&S Contractor to obtain additional estimates by up to three alternative sources of repair for the failed equipment to meet the requirements for approval under General Provisions;
 - i. Other conditions which may be determined by the PPSB Facilities Director;
30. The following lists the conveying systems at the PPSB:
- a. Elevator 1 & 2 – SW corner of the building. Passenger Elevator for floors B – 4
 - b. Elevator 3 – NW corner of the building. Service Elevator for floors B – 4. ****Note:** Detainees might be transported with this Elevator.
 - c. Elevator 4 – Mid building, north side. Passenger Elevator for floors B – 4 and designated for MEO use.
 - d. Elevator 5 – Mid building, north side/adjacent to Elevator 4. Passenger Elevator for floors B – 4 and designated for PPD and Homicide detainee use.
 - e. Elevator 6 – Mid building, north side/adjacent to Elevator 4. Passenger Elevator for floors B – 3 and designated for PPD and possibly Homicide detainee use.
 - f. Elevator 7 – Does not exist
 - g. Elevator 8A & 9B – Historic lobby, north side. Passenger Elevator for floors B – 18.
 - h. Elevator 10D & 11C – Historic lobby, south side. Passenger Elevator for floors 1 – 18.
31. At 1501 Callowhill garage there are two Elevators: Thyssen Dover hydraulic Elevators installed in the building that run from street level to the 5th floor.
32. There are two sallyports and one loading dock:
- a. MEO Sallyport – located adjacent to 15th Street on the first floor. Elevator 1 & 2 are closest.
 - b. PPD Sallyport – located adjacent to 15th Street in the basement. Elevator 3 is closest.
 - c. Loading Dock – located adjacent to Broad Street in the basement. Elevator 8A & 9B are closest.

2.53.13 MECHANICAL SYSTEMS

Scope of Basic Services

1. The procedures and requirements outlined in the following Technical Provisions (TP) Sections are to be considered as supplemental to the manufacturer's recommended operation and maintenance procedures. The following procedures are generally preventive maintenance requirements. Follow operation and repair procedures of the manufacturer and installer.
2. All requirements and suggested procedures expressed in the manufacturer's operation and maintenance procedures are requirements of this contract.
3. If there is a conflict in this specification and the manufacturer's procedures, the most demanding or more frequent requirement is to be followed.
4. Piping inspection procedures shall include, as a minimum, monthly inspection for leaks, wear and improper operation. Lubricate swivel joints per manufacturer's instructions.

5. Motor starters and wiring inspections shall include, as a minimum, performing a megger test, each fall, on the electric heat tracing systems to verify integrity.
6. Each fall, verify heat trace thermostat operation and system switches to ensure proper operation.
7. Lubricate motors in accordance with manufacturer's recommendations of type lubricant, frequency relative to service a methods of application. Include belt inspections as necessary.
8. See Division 16 instructions for maintaining and accounting for motor starters.
9. Fully inspect piping exposed to outdoors every three months. Inspect for jacketing integrity, water tightness and that insulation is intact and dry.
10. Fully inspect indoor piping and ductwork, exposed to view, every year. Inspect for integrity of moisture barrier and jacketing and that insulation system is intact.
11. Inspect indoor piping and ductwork, concealed from view, every two years. Remove ceiling tiles or other obstructions to spot check a minimum of 10 percent of each system.
12. Fully inspect equipment insulation every month. Inspect for integrity of moisture barrier and jacketing and that insulation system is intact.
13. Maintain fire protection piping system in good operating condition in accordance with applicable standards and codes including but not limited to the standards for the system installation, inspection, testing and maintenance of water based fire protection piping system. The sprinkler system piping, standpipes, piping connection to standpipe and hose stations equipped with pressure regulating valves shall be tested inspected and maintained in accordance with the requirement of the standards, including the five-year obstruction inspection and system flushing. The last five-year obstruction inspection and system flushing was completed for the PPSB in 2020. Therefore, the next test is due in 2025. Copies of Fire Alarm inspection reports can be provided. Please contact Richard Mariano at 215- 686-7894.
14. Fire pump inspections:
 - a. Perform the following inspection weekly:
 - i. Inspect and test pump to verify operating condition.
 - ii. Check the fire pump room temperature.
 - iii. Check pump operating assembly for automatic and manual mode.
 - iv. Test motor-driven pump assemblies without flowing water for minimum of ten (10) minutes.
 - v. Check the controller pilot light.
 - vi. Check the transfer switch normal pilot light.
 - vii. Check isolating switch closed - standby (emergency) source.
 - viii. Check reverse phase alarm pilot light.
 - ix. Check time for engine to accelerate to full speed.
 - x. Check the fire pump's hydraulic system.
 - xi. Check and record system suction and discharge pressure gauge readings.
 - xii. Check pump packing glands for slight discharge.
 - xiii. Check for unusual noise or vibration.
 - xiv. Check packing boxes, bearings, or pump casing for overheating.
 - xv. Record pump starting pressure.
 - b. Perform the following inspection monthly:
 - i. Check pump on-off, automatic control and emergency power electrical system as required by NFPA 25
 - c. Perform the following inspection annually:
 - i. Test motor-driven pump assemblies with flowing water for minimum of ten (10) minutes.
 - ii. Check mechanical transmission.
 - iii. Check electrical system.
 - iv. Check controller and components.
 - v. Check engine.
 - vi. Check an entire hydraulic system including pump bearing, lubrication, shaft and play, pressure sensor and coupling alignment.
 - vii. Check mechanical transmission including coupling lubrication.
 - viii. Check electrical system including isolating switch and circuit breaker, trip circuit

breaker, manual starting switch, emergency manual starting switch, all electrical connections, all mechanical moving parts, settings of pressure switch and motor bearing grease.

15. Fire Pump Accessory Inspections:
 - a. Check control valve operation sealed and locked, weekly
 - b. Check control valve tamper switch, monthly
 - c. Check the strainers, filters, orifices, and interior of the alarm valve, every three years
 - d. Check the interior of the check valve, every three years
 - e. Check relief valve and relief valve casing, weekly
 - f. Check sprinkler system, hose connection, and hose rack, monthly
 - g. Test sprinkler system, circulation relief assembly pressure regulating valve, annually
 - h. Test hose connection by flowing water, and hose rack, every five years
 - i. Check reduced pressure valve and detector, weekly
 - j. Test backflow assemblies, yearly
 - k. Inspect fire department connection, monthly
 - l. Check and test main drain, quarterly
 - m. Check and test water flow alarm, quarterly.
16. Sprinkler System Inspections:
 - a. Inspect sealed valves; perform weekly
 - b. Inspect locked valves and valves with tamper switches; perform monthly
 - c. All the automatic sprinkler heads shall be inspected as follows:
 - i. Check all sprinklers from floor level; perform quarterly.
 - ii. Check number of spare sprinkler heads and type; perform monthly.
 - iii. Check wrench for each type of sprinkler head; perform monthly.
 - d. All the sprinkler piping, hangers and seismic braces inspected as follows:
 - i. Check all the piping to verify it is in good condition and free of mechanical damage, leakage, corrosion, and misalignment; perform annually.
 - ii. Check all the sprinkler pipe hangers and seismic braces to verify loose or damaged hangers; perform annually.
 - e. Gauges for the sprinkler system inspected as follows:
 - i. Check gauges on wet pipe sprinkler system; perform monthly.
 - ii. Check gauges on dry pipe sprinkler system; perform weekly.
 - f. Alarm devices shall be inspected and perform maintenance; perform monthly.
 - g. Dry pipe valves inspected and perform maintenance as follows:
 - i. Inspect dry pipe valve enclosure from outside; perform weekly.
 - ii. Inspect dry pipe valve enclosure from inside; perform annually.
 - iii. Check system strainers, filters, orifices; perform every two (2) years.
 - iv. Check low air pressure alarm; perform quarterly.
 - v. Check system quick opening devices; perform semiannually.
 - vi. Check trip test, perform annually.
 - vii. Check full flow trip test; perform every three (3) years.
 - viii. Maintain dry pipe valve; perform annually as required in accordance with NFPA 25.
17. Standpipe System Inspections:
 - a. Inspect, test and perform maintenance as follows:
 - i. Control valves; perform weekly.
 - ii. Valve outlets; perform monthly.
 - iii. Check piping; perform monthly.
 - iv. Check cabinet; perform monthly.
 - v. Check and test hose nozzle; perform monthly.
 - vi. Check and test alarm devices; perform quarterly.
 - vii. Perform hydrostatic test; perform every two (2) years.
 - viii. Perform water supply test; perform every two (2) years.
18. Operate, monitor and maintain in good working order and condition all plumbing piping systems in the building. Maintain and keep in a safe sanitary operating condition all the plumbing specialties components that are part of the equipment or indirectly connected to the plumbing drainage systems in accordance with industry standards and all applicable codes enforced by the

City of Philadelphia.

- a. Perform the following inspections:
 - Quarterly
 - i. Operate plumbing fixtures and check connecting pipes for leakage.
 - ii. Check pipes for damage and corrosion
 - iii. Check pipe expansion joints and anchors
 - iv. Check pipe supports and inserts
 - v. Check pipe insulation.
 - b. Perform the following inspections on the general plumbing system components:
 - i. Check and clean floor drains, area drains, floor sinks, through drains and roof drain for proper operation, and check and adjust pump moving parts; perform monthly
 - ii. Check backflow preventer for proper function and effectiveness and check sump pump operation and controls including high water alarm system; perform yearly.
19. Operate, monitor and maintain in good working condition all plumbing fixtures in the building in accordance with industry standards and all applicable codes enforced by the City of Philadelphia.
 - a. Perform the following inspections:
 - i. Check drain trap and strainer for blockage and fixture supply faucet for leaks; perform weekly.
 - ii. Operate all the plumbing fixtures and check for leakage from associated piping system; check operation of flush valve; perform monthly.
 - iii. Check the physical condition of plumbing fixtures and associated trim; and check fixture stop valves for intended flow rate; perform annually.
20. Maintain and keep domestic hot water heaters in good operating condition, and maintain records of any maintenance for each heater in accordance with all manufacturer's instructions and applicable codes enforced by the City of Philadelphia.
 - a. Perform the following inspections:
 - i. Check operating temperature and general conditions; check the cause of any alarms, warnings or unusual noise or operating conditions and make necessary corrections; perform daily.
 - ii. Check safety relief valve and test operating temperature controls by reducing or increasing temperature setting as necessary to check operation; perform monthly.
 - iii. Inspect and test back flow preventer and safety relief valves; check for corrosion, inspect electrical connections; and inspect heating elements for possible problems; perform annually.
21. Maintain and keep sump pumps and/or duplex sewage injectors in good operating condition, and maintain records of any maintenance for each heater in accordance with all manufacturer's instructions and applicable codes enforced by the City of Philadelphia.
22. Perform the following inspections:
 - a. Test moisture sensing circuit; check for even operating times; check float operation; check motor resistance to ground; perform monthly.
 - b. Remove and replace motor and seal insulating oil; dispose oil properly; inspect power and sensor seals for damage or wear, replace as required; inspect impeller for damage or wear, replace as required; perform every two years.
 - c. Unit should undergo a complete overhaul every five years including:
 - i. Full disassembly, cleaning and inspection
 - ii. Replacement of motor
 - iii. Complete insulation test to the resistance values.
23. Maintain and keep laboratory waste treatment system/tanks, located in the basement Lab Waste Treatment Room 00-15x in good operating condition, and maintain records of any maintenance for services with all manufacturer's instructions and applicable codes enforced by the City of Philadelphia and the Pennsylvania's Department of Environmental Protection.
 - a. The laboratory waste treatment systems serves to:
 - i. Decontaminate any biohazards that may be present from the biosafety level 3 (BSL-3) waste.
 - ii. Neutralize and rebalance the pH of all lab waste to be neutral.

- b. The waste treatment systems serves at least the Main autopsy, Iso Autopsy and Toxicology lab sinks/drains.
- 24. Maintenance and certification of the Lab Waste Management system must be performed by those with documented experience with both BSL-2 and BSL-3 laboratory facilities and in compliance with Wastewater Certification Subclass 5.
 - a. [Biosafety in Microbiological and Biomedical Laboratories \(BMBL\) 6th Edition | CDC Laboratories](#)
 - b. [Definitions of Classes and Subclasses | Department of Environmental Protection | Commonwealth of Pennsylvania](#)
 - c. The Operation and Maintenance team is responsible for oversight and coordination of the certified 3rd party vendor for the Lab Waste Management to include (1) skid for neutralization and (1) skid for decontamination.
- 25. Maintain and keep compressed air system (including laboratory grade) in good operating condition and maintain records of any maintenance procedure for each compressor, air dryer and air receiver in accordance with manufacturer's instructions applicable codes enforced by the City of Philadelphia.
 - a. The following inspections:
 - i. Check the fluid level in the sump before starting the compressor; check the instrument panel gauges and monitor the correct reading after start of compressor; perform daily.
 - ii. Clean the return line strainers; clean the return line orifices; check belt tension; perform after initial fifty (50) hours of operation. Clean the return line strainers; lubricate the Silicon control linkage; replace the fluid filter element and gasket; drain the sump and change the compressor fluid; check safety valve; perform after initial four thousand (4,000) hours of operation.
 - iii. The laboratory compressed air is an oil free system with a desiccant dryer.
 - b. Perform the following as required by the maintenance gauge:
 - i. Check and replace fluid filters; check and replace separator elements; check and replace gaskets; check and replace air filters.
 - c. Perform the following inspections:
 - i. Check and make an adjustment of control system; check for loose wiring; check for damaged piping; check for compressor main body parts damaged by heat or an electrical short circuit; check alternator controller for operations; change compressor crank case oil; perform monthly.
- 26. On Fuel Oil Systems, observe weekly for leaks at pumps, fill station and storage tanks. Provide for periodic inspections of fuel filtration systems. Comply with all regulations, administer payment of all fees, arrange for inspection and licensing and coordinate activities required to own and operate aboveground fuel oil storage tank in compliance with all federal, state and city regulations.
- 27. On Natural Gas Booster Pumps, fully comply with all City, NFPA and state regulations for natural gas systems. Fully comply with all manufacturer's instructions and procedures.
 - a. Perform the following inspections:
 - i. Inspect/check gas booster pumps and associated valves for leaks; perform daily.
 - ii. Lubricate all bearings and flexible couplings as recommended by manufacturer's specifications; perform every six months.
- 28. On Domestic Booster Pumps, fully comply will all regulations and manufacturer's instructions and procedures.
 - a. Perform the following inspections:
 - i. Inspect/check gas booster pumps and associated valves for leaks; perform daily.
 - ii. Lubricate all bearings and flexible couplings as recommended by manufacturer's specifications; perform every six months.
- 29. On Hydronic Piping Systems, inspect piping and components the same frequency as specified for piping insulation inspection (whether pipe is insulated or not). Inspect for leaky components or joints, operation of components and integrity of hanger system. Listen for audible signs of air pockets. On a yearly basis, at each air unit and unit heater, purge the system of air using manual air vents. Blow down or clean basket of strainers within one month of acceptance of building and

then repeat service every year thereafter.

30. On the Steam and Steam Condensate Piping System, responsibility shall be up to and including the back-up steam to hot water heat exchangers, shut off valves and the condensate control valves, trap train assembly. Inspect piping and components the same frequency as specified for piping insulation. Inspect for leaky components or joints, operation of components, integrity of hanger system, unusual wear due to thermal expansion, etc. Blow down strainers within one month of acceptance of building and then repeat service every six months thereafter. Inspect and service steam traps, as required, on a yearly basis.
31. On HVAC Pumps, perform the following inspections:
 - a. Inspect pump for leaky seals and damaged components; inspect and log suction and discharge pressure gauges on a daily, compare with normal or expected pressures to detect system malfunction; perform daily.
 - b. Lubricate pump bearings every six months or 2,500 hours of operation, whichever occurs first.
 - c. For Variable Speed Pumping Systems:
 - i. Review system control panel and variable speed drive panel for operational parameters, warnings, alarms and faults; perform once per shift.
 - ii. Clean the drive using a vacuum cleaner and a soft long bristled brush and check filter, in accordance with manufacturer's recommendations; perform yearly.
32. On Water Treatment System, perform the following inspections:
 - a. On a daily basis perform analysis and adjust chemical feed rate as directed by the chemical treatment service contractor
 - b. Install, within the first three months of the OM&S contract, test coupons in the chilled water, hot water, dual temperature, and condenser water systems.
 - c. Evaluate the chemical treatment service contractor performance by reviewing contractor's water analysis reports and having the test coupons tested by an independent laboratory for erosion, corrosion, and material build-up on a yearly basis
 - d. The services of a water treatment company shall be engaged to provide all chemicals, feeding equipment and field personnel as specified for protecting the HVAC systems from corrosion, scale buildup and algae and slime growth
 - e. The water treatment service company shall provide monthly visits to the job site for the purpose of running tests on samples of the treated water, reviewing the performance of the treatment program and making written recommendations for any changes in control settings or dosages as may be needed
 - f. Water treatment shall be provided for the condenser water system, dual temp closed chilled water system and hot water heating system; ice water system, ice chiller glycol loop and steam boiler system as specified. The water treatment service company shall have been regularly engaged in providing the type and quality of service specified for at least 10 years. The administration of the treatment program shall be under the supervision of a full time employee who holds a B.S. Degree in a physical science
 - g. The cooling water inhibitor and scale prevention agent shall be a phosphate/polymer based treatment. Copper corrosion inhibitor components and deposit controlling polymers shall be included in the formulation. The chemical treatment products shall be provided by vendor. Product shall be Drew DIOLTECH 111, or City approved equal.
 - h. The cooling water microbicide shall be a quaternary type, supplied in 5-gallon pails. The active component shall be ethylene dichloride. Product shall be Drew BIOSPERSE 3204, or City approved equal
 - i. Closed chilled, hot water and dual temperature systems corrosion inhibitor shall be the nitrite/borate/organic type for protection of both ferrous and non-ferrous metals. Product shall be Drew DWS 2808, or City approved equal.
 - j. The manufacturer recommended chemical control parameters for H/C Water and Cooling systems shall be maintained at all times to ensure optimum system performance and no organic growth. Fully comply with all city and state regulations for boiler operation. Fully comply with all manufacturer's recommended start-up, safety startup, shutdown and operating procedures. Maintain system records containing records of any maintenance and logs of boiler operational parameters including such items as entering and leaving water temperatures, steam pressure,

stack temperature, burner capacity, results of system safety checks, flue gas analysis results (before and after adjustment), etc.

33. Perform the changeover from gas to fuel oil and/or steam as directed by Philadelphia Gas Works or City authorities. Note the primary fuel is natural gas. Hot water boiler operation is for space comfort heating and should be out of service from May 20 to September 20. Perform the inspections and maintenance in accordance with the following schedule:

a. Daily

- i. Check water boiler low water cut out safety operation by draining water column.
- ii. Observe the burner flame for the following:
 1. Carbon build-up on burner head and fireside surface of boiler.
 2. Rivulets of oil on air diffuser or wetting of oil on inner fire circle.
 3. Consistency of flame color and flame shape.
 4. Audible burner rumbling.
- iii. If any of the above indicates burner adjustment is required, perform adjustment per manufacturer's instructions. Verify adjusted position with flue gas analyzer to establish oxygen and CO₂ levels are within specification.

b. Weekly

- i. Check oil tank level
- ii. Inspect tightness of fasteners, tubing fittings, control linkages
- iii. Inspect and clean any accumulation of oil, dust, dirt, water or other foreign matter near burner.
- iv. Flush water column and low water cut off chamber to prevent sediment and sludge build-up.
- v. Observe and log flue gas temperature along with approximate burner capacity setting to establish fouling of boiler tubes.

c. Monthly

- i. Check operation of safety devices on the boiler including:
 1. All limit switches.
 2. Safety interlocks.
 3. Flame failure protection.
 4. Fuel safety shut-off valve tightness.
- ii. Inspect water side of boiler heating surface to determine satisfactory performance of water treatment. Check low water cut off.

d. Quarterly

- i. Verify proper air to fuel ratio and burner performance with a flue gas analyzer to establish oxygen and carbon dioxide levels are within specified range under conditions as follows:
 1. For both gas and fuel oil operation.
 2. For at least three levels of burner firing rate.
- ii. Lubricate all operator linkages.
- iii. Check operation of solenoid valves and clean as required.

e. Annually

- i. Hydrostatic test
- ii. Arrange for annual inspection/certification, administer payment of all fees and coordinate activities required to own and operate hot water boilers.

f. Every Two Years

- i. Paint boilers
 1. Perform the routine inspection and preventative maintenance on operational boilers in accordance with the following schedule:

g. Daily

- i. Check and record operating data – temperatures, pressures, fluid levels, etc.
- ii. Make sure the burner is firing properly. Unusual noises may indicate abnormal firing. Turn burner on and off to make sure it starts and stops

properly and check the following:

- iii. Blow down the low water cutoff to remove rust and dirt. Be sure that the burner cuts off with low water still showing in the gauge glass;
- iv. Check boiler temperature or pressure readings;
- v. Check any burner pressure gauge readings;
- vi. Check all burner linkage. Tighten as required;
- vii. Check condition of oil pump belts. Replace as required;
- viii. Visually observe the flame;
- ix. Check the air/fuel ratio linkage for tightness;
- x. Make sure the flue damper is open;
- xi. Check for leakage in oil supply and return lines;
- xii. Check for leakage in the gas supply piping line.

h. At the start of the cooling or heating season and mid-season:

- i. Inspect the purge pump unit;
- ii. Inspect the degree of vacuum
- iii. Check and adjust the combustion system;
- iv. Inspect the electrical system;
- v. Check and adjust operation of the security and control devices;
- vi. Make test run adjustments;
- vii. Collect operating data;
- viii. Analyze solution sample;
- ix. Check sealed systems leakage.

i. Every three months

- i. Lubricate electric motors in accordance with the motor manufacturer's instruction and schedule;
- ii. Perform test, inspection for abrasion and inspection contamination of flame scanner and protect relay;
- iii. Performance test of high and low gas pressure switches;
- iv. Performance test of burner air flow switch;
- v. Performance test, inspection for leakage through valve and inspection for abrasion of pilot gas solenoid valves;
- vi. Performance test and inspection for abrasion of gas pressure regulator and pilot gas pressure regulator;
- vii. Inspect for abrasion of ignition plug;
- viii. Test oil pressure switch;
- ix. Performance test, and inspection for abrasion of oil solenoid valves and oil valves;
- x. Checking oil strainer for clogging;
- xi. Check the flame scanner cell and mounting pipe for cleanliness, and clean as required.

j. Perform the following every six months

- i. Test and inspection for leakage;
- ii. Inspect for leakage and corrosion of gas piping;
- iii. Test gas valves and other devices related to gas for leakage;
- iv. Analyze combustion gas of burner;
- v. Inspect for abrasion of oil nozzle and oil drawer assembly;
- vi. Inspect for abrasion of oil pump unit;
- vii. Test oil piping for leakage;
- viii. Check connections and terminals of control panels and main devices for loosening;
- ix. Inspect flue damper;
- x. Analyze composition of solution (checking for inhibitor consumption);
- xi. Burner assembly:
 - 1. Remove oil drawer assembly. Clean and check oil nozzle, ignition electrodes and air diffuser assembly. Check blast tube

- and fan housing and clean as required;
 2. Check blower motor and blower wheel for cleanliness. Remove and clean as necessary;
 3. Remove, inspect and clean gas pilot assembly;
 4. Inspect combustion chamber and make repairs as necessary;
 5. Run burner through complete operational sequence and check for correct operation of all interlocks, operating and limit controls, fuel shutoff valves and other components as appropriate;
 6. Conduct maintenance and service procedures as directed by the flame safeguard manufacturer's;
 7. Conduct complete combustion analysis tests on burner and heat exchanger. Clean as necessary and adjust for efficient operation at all fuel inputs.
 - xii. Checking of control panels;
 - xiii. Checking of insulation; Checking of sequence of operation;
 - xiv. Checking of phase of power source contacts;
 - xv. Checking of loosening of connections and terminals;
 - xvi. Checking of timing of control timers.
- k. Perform the following annually:
- i. Inspect cleanliness of main burner and pilot burner.
 - ii. Inspect fan bearing for vibration, etc.
 - iii. Inspect air suction and exhaust devices.
 - iv. Visually inspect safety relief valve.
34. Perform the following routine inspection and preventative maintenance on operational centrifugal water chillers. Maintain chiller log sheets for each chiller. Log shall be equal to York "Liquid Chiller Log Sheet" with all information filled out twice per shift, per day (6 times per day) for all days the chiller is in operation. Chillers should be seasonally shut down and should be maintained as a back-up for PPSB chiller plant. Follow manufacturer's procedures for shut down and start-up. Shut down schedule is as follows: **November 30 through March 1** – No chillers operational; **March 2 through November 29** – All chillers operational as backup to PPSB plant. Inspect in accordance with the following schedule:
- a. Daily, during chillers operation, per work shift
- i. Check control panel for information to be logged, conditions out of normal operating range, system warning, trouble alarms, etc.;
 - ii. Check motor voltage and amps draw;
 - iii. Check for signs of fouled condenser or evaporator tubes by comparing leaving water temperature to that of the respective refrigerant temperature.
- b. Weekly during Chiller Operation
- i. Check refrigerant charge;
 - ii. On chiller start-up, verify the capacity control compressor pre-rotation vanes remain closed until the compressor is fully up to speed;
 - iii. Check purge operation;
 - iv. Check operation of lube system.
- c. Every six months
- i. Change compressor oil filter, inspect for aluminum particles;
 - ii. Perform chemical analysis of oil;
 - iii. Change oil system dehydrator;
 - iv. Check nozzle of oil system educator for particles;
 - v. Change purge unit dehydrator;
 - vi. Clean purge gas strainer;
 - vii. Run diagnostic check of control panel.
- d. Annually
- i. Pressurize unit and perform leak test
 - ii. Check operating and safety controls

- iii. Check starter operation
 - iv. Meg motor windings
 - v. Lubricate compressor motor
 - vi. Check motor coupling
 - vii. Check inlet vane operator and linkage, lubricate
 - viii. Check oil pump, seal and motor
 - ix. Clean oil system dirt leg
 - x. Check oil heater and thermostat
 - xi. Check all other components of oil system
 - xii. Change oil of purge unit;
 - xiii. Clean and purge unit liquid line orifice
 - xiv. Check purge unit drum and float valve
 - xv. Check condenser water flow switch
 - xvi. Brush clean condenser water tubes, contract acid cleaning only if required
 - xvii. Check evaporator flow switch operation.
35. Inspect tubes by eddy current flow detection and endoscopy tube every **four (4) years**.
36. Cooling tower is utilized to provide cooling water for auxiliary support air conditioning units all year around and to provide condenser water for the chillers when chillers are in operation and all drained pipe heat tracing. Motors shall be operated, maintained and lubricated in accordance with the motor manufacturer's instructions unless otherwise indicated.
37. Perform duties in accordance with the following schedule:
- a. Weekly
 - i. Clean sump strainer
 - ii. Visually check for scale, corrosion, biological contamination including algae and slimes.
 - b. Monthly
 - i. Inspect general condition of unit
 - ii. Clean debris from unit and check side stream filter and clean and/or replace as needed
 - iii. Clean and flush sump.
 - iv. Check and adjust sump water level.
 - v. Inspect heat transfer section
 - vi. Inspect water distribution system
 - vii. Check and adjust fan belt tension
 - viii. Check operation of make-up valve and basin level switch
 - ix. Check unit for unusual operating noise and vibration.
 - c. Every 1,000 hours of operation or every three (3) months, whichever is sooner
 - i. Check fan shaft bearings. It is recommended to log data of inspections for trending as well as vibration testing.
 - ii. Lubricate fan shaft bearings.
 - d. Every six months
 - i. Check motor voltage and current.
 - ii. Lubricate motor base and adjusting screw.
 - e. Annually
 - i. Inspect and clean the protective finish on the unit both inside and outside, including scale build up as necessary. Inspect and clean exposed support steel structure
 - ii. Inspect and clean sump heater
 - iii. Check sump heater voltage and current
 - iv. Confirm sump heater is operational every fall
38. Inspect heat exchangers, monthly, for unit for leakage, repair as necessary.
39. Inspect auxiliary support air conditioning units and Variable Refrigerant equipment in accordance with manufacturers recommendations and the followingschedule:

- a. Monthly
 - i. Condition of filters, change filters if required
 - ii. Check condensate drain and drain pan for corrosion, dirt build-up or blockage. Clean if necessary
 - iii. Observe bearing movement and rotation, inspect bearings for condition.
 - b. Semi-Annually
 - i. Check fan motor mounts, housing and impellers. Clean fan area including the air discharge and return grilles
 - ii. Check condenser, chilled water and evaporator coil and clean if required
 - iii. Check amps and volts of units
 - iv. Check air temperature
 - v. Inspect strainer, clean if required
 - vi. Check electrical connections and operational sequence.
- 40. Inspect air coil units and exhaust air units once a year to observe general condition and operation.
- 41. Terminal Heat Transfer Units:
 - a. Check cabinet hot water unit heaters, perform the duties in accordance with the following schedule:
 - i. Replace the air filters and lubricate the fan motor and bearings; perform quarterly.
 - ii. Clean the heating elements and the fan; perform annually.
 - b. For vertical hot water unit heaters, perform the following:
 - i. Lubricate the fan and motor bearings in accordance with manufacturer's recommendations.
 - ii. Clean the unit casing, the diffuser, the fan, and the coil; perform annually.
 - c. For electric duct heating coils, perform the following:
 - i. Clean the elements, and external controls; perform semi-annually.
- 42. For Air Handling Units, perform the duties in accordance with the following schedule:
 - a. Weekly
 - i. Inspect filter pressure gauge or condition of filters (including intake louvers and exhaust outlets), change filters if required
 - ii. Check for excessive fan vibration
 - iii. Inspect cabinet for leaks
 - iv. Check condensation drain and drain pan for corrosion, dirt buildup or blockage, clean if necessary
 - v. Check drain pans to ensure no bacterial growth including, but not limited to, legionella
 - vi. Check unit leaving air temperature.
 - b. Quarterly
 - i. Lubricate fan and motor bearings (or at an interval as set by equipment manufacturer)
 - ii. Check damper linkage and motor operator operation on OA and RA dampers
 - iii. Check, if present, fan inlet guide vane linkage and operation of motor operator
 - iv. Inspect belts and pulleys during operation
 - v. Inspect belts and pulleys, with unit stopped, for alignment, belt and pulley condition
 - vi. Verify tightness of fan, motor and compressor mounts
 - vii. Check operation of the fan
 - viii. Remove and clean coil spray pump inlet screen
 - c. Annually
 - i. Check amps and volts of unit
 - ii. Observe integrity of insulation
 - iii. Check air coils for cleanliness and clean if necessary
 - iv. Verify that flexible duct connections are intact
 - v. Observe bearing movement and rotation, inspect bearings for condition

43. For Return and Exhaust Fans, perform the duties in accordance with the manufacturer's recommendations and the following schedule: Note: All labs are to have a negative pressure system.
- a. Monthly
- i. Inspect general condition of unit, including Hepa filters on lab exhaust
 - ii. Check unit for unusual operating noise and/or vibration
 - iii. Inspect v-belts, set screws and keys. Tighten or replace as required
 - iv. Inspect pulley alignment. Adjust as required
 - v. Clean blower wheels, housings, grilles and intakes (insect/bird screens) of all dust, grease and debris as required
 - vi. Lubricate fan shaft.
 - vii. Check for grease under fan and water in ductwork.
 - viii. Inspect all smoke, fire and combination fire/smoke dampers annually to verify operations per the intent of the construction documents. Coordinate effort with the City of Philadelphia and the annual fire safety inspection.
44. For Induction Units, perform the duties in accordance with the following schedule:
- a. Quarterly
- i. Check thermostat setting and operation
 - ii. Check changeover valve operation
 - iii. Check damper operation
 - iv. Check plenum air pressure
 - v. Check and test controls operation
 - vi. In laboratories, clean coil, intake panel, screens and wipe down coatings.
45. For Control Systems, perform the duties in accordance with the following schedule:
- a. Engage a dedicated subcontractor to perform service on installed automatic temperature control (ATC) system. Service contract is to include all parts and labor required to maintain the system. Service contract shall require system diagnostic, calibration and adjustment verification. Service calls for non-routine work shall have a **response time of 4 hours maximum, 24 hours a day, 365 days per year.**
46. Operate the ATC in a manner to optimize the operations of the facility providing the following functions:
- a. Operate systems to provide a high degree of efficiency with attention to cost of operation, while still maintaining comfort and other mechanical systems functional criteria.
 - b. Schedule operation of systems (on-off, space temperatures, need for outside ventilation air, etc.). Schedule of operation is to be coordinated with City of Philadelphia.
 - c. Provide assistance with detecting need for service maintenance. ATC software is to provide as many fault detection routines as possible with the given installed hardware. Alarms and warnings are to include such items as space temperature out of range, supply air temperature out of range, fluid temperature out of range, equipment malfunction, etc.
 - d. Provide adaptive operational strategies which react to system component failure.
 - e. Operate the system in emergency modes such as the smoke removal mode.
 - f. Provide feedback to the equipment operator in both real time and trend logging formats.
 - g. Provide, in addition to the functions provided by the service contract, routine maintenance and inspections to identify warranty/service contract needs.
 - h. Inspect each motor operated damper every six months to establish proper operation and proper adjustment and tightness of motor operator. Lubricate operator and damper linkages.
 - i. On a monthly basis, operate systems in smoke control mode, as directed by City of Philadelphia, to demonstrate proper operation of system.
 - j. Every year, inspect all HVAC smoke and duct detectors, fans, comfort control dampers, smoke dampers, fire dampers, combination smoke/fire dampers, and control system to verify that components and systems operate per their intent. Systems should be tested under both normal and stand-by electrical power.

- k. Coordinate efforts with City of Philadelphia and annual fire safety inspection.
- l. 40 hours of system training shall be provided under the OM&S contract.
- m. Training, in addition to the above, required to fully comply with operational and system development requirements and to maintain staff competence level is to be fully at the expense of the OM&S Contractor.
- n. Staff personnel such that an ATC trained person is on-site at all times. This person shall be trained at a minimum level to permit data access and operator overrides of automatic system operation.
- o. Monitor ATC operators console a minimum of once every half hour for system messages, warnings, alarms, etc.

2.53.14 ELECTRICAL SYSTEMS

Scope of Basic Services

1. The procedures and requirements outlined in the following Technical Provisions (TP) Sections are to be considered as supplemental to the manufacturer's recommended operation and maintenance procedures. The following procedures are generally preventive maintenance requirements. Follow operation and repair procedures of the manufacturer and installer.
2. All requirements and suggested procedures expressed in the manufacturer's operation and maintenance procedures are requirements of this contract.
3. If there is a conflict in this specification and the manufacturer's procedures, the most demanding or more frequent requirement is to be followed.
4. Plug-in Busway,
 - a. Visually inspect all connecting cable terminations.
 - b. Visually inspect all grounding provisions.
 - c. Visually inspect all fire stopping at wall and floor penetrations.
 - d. Visually inspect all plug-in devices for signs of overheating.
 - e. Review trip settings of the plug-in circuit breakers and, if necessary, adjust to coordinate with the load characteristics.
 - f. With approval of PPSB Facilities Director submit engineering analysis of field observation and review of manufacturer's field reports.
 - g. Refer to "Thermographic Survey" (item 19).
 - h. After every fault tripping operation, remove the unit which operated. Following necessary remedial work to eliminate the fault, install a spare unit to replace the removed one. Engage a sub-contractor to inspect the unit that operated as recommended by the manufacturer or as outlined in NETA "Maintenance Testing Specification." Chapter 7.6, Para. 1, whichever is the more detailed inspection. If the unit tested satisfactorily, place the unit in the Attic Stock.
 - i. Yearly operate all switching components and confirm clear operation of mechanical components.
5. Disconnect Switches,
 - a. Refer to "Thermographic Survey" (item 19).
 - b. Provide general housekeeping and clear working access as required by NEC.
 - c. Yearly operate all switching components and confirm clear operation of mechanical components.
 - i. Lubricate as required.
 - ii. Check each fuse holder for adequate mechanical support.
 - iii. Confirm correct fuse rating for component use.
6. Switchboards,
 - a. Visually inspect switchboard for condition, identification, and correct trim and locking fixtures.
 - b. Visually inspect all grounding provisions.
 - c. Refer to "Thermographic Survey" (item 19).
 - d. Inspect all wire and cable terminations whenever covers are removed. Tighten all loose connections and repair any damaged cables.
 - e. Provide general housekeeping and clear working access as required by NEC.
 - f. Yearly operate all switching components and confirm clear operation of mechanical

- components.
- g. Test all ground fault, electrically operated and shunt trip devices.
- 7. Secondary Unit Substations,
 - a. Visually inspect all high voltage and secondary cable terminations.
 - b. Visually inspect all grounding provisions.
 - c. Review and approve manufacturers field reports and final adjustments and over current protective device coordination curves.
 - d. With approval of PPSB Facilities Director submit engineering analysis of field observation and review of manufacturer's field reports.
 - e. Refer to "Thermographic Survey" (item 19).
 - f. After every secondary fault tripping operation, engage a subcontractor to inspect all substation assemblies that operated as recommended by the manufacturer or as outlined in NETA "Maintenance Testing Specification." Chapter 7.6, Para. 1, whichever is the more detailed inspection.
 - g. Provide general housekeeping as required and record all metering data monthly.
 - h. After every primary fault interruption, engage a sub-contractor to inspect the transformers and all switching components and operating assemblies in accordance with the manufacturer's recommendations or as outlined in NETA "Maintenance Testing Specification" Chapter 7.5, Para. 2.
- 8. Utility Service Medium Voltage Switchgear,
 - a. Visually inspect cable terminations, metering, and grounding provisions.
 - b. Record all relay settings, review and approve testing submittal, circuit breaker operating curves, fuse curves and coordination between utility circuit breakers (C/B's), incoming C/B's, feeder C/B's, unit substation primary fuses and secondary main C/B's.
 - c. For PPSB, with co-operation and participation of Utility Company, Owner, Owner's representative and other responsible parties, witness operation of utility service tripping functions and transfer scheme.
 - d. With approval of PPSB Facilities Director submit engineering review and report of field observation and review of acceptance testing material.
 - e. Refer to "Thermographic Survey" (item 19).
 - f. After every fault tripping operation, engage a sub-contractor to inspect all switchgear assemblies that operated and all adjacent components as recommended by the Manufacturer or as outlined in NETA "Maintenance Testing Specification", Chapter 7.1 and 7.9, whichever is the more detailed inspection.
 - g. Provide general housekeeping and record all ammeter and voltmeter readings quarterly.
 - h. Record all instrument and metering data quarterly.
- 9. Low Voltage Switchgear
 - a. Visually inspect panel board for condition, completed branch circuit schedule, identification, and correct trim and locking fixtures.
 - b. Visually inspect all grounding provisions.
 - c. Review and approve manufacturers field reports and final adjustments and over current protective device coordination curves.
 - d. Refer to Thermographic Survey Section.
 - e. After every fault tripping operation, engage a sub-contractor to inspect all substation assemblies that operated as recommended by the manufacturer or as outlined in NETA "Maintenance Testing Specification." Chapter 7.6, Para. 1, whichever is the more detailed inspection.
 - f. Provide general housekeeping as required and record all metering data monthly.
 - g. Inspect all wire and cable terminations whenever covers are removed. Tighten all loose connections and repair any damaged cables.
 - h. Yearly operate all switching components and confirm clear operation of mechanical components.
 - i. Test all ground fault, electrically operated and shunt trip devices.
- 10. Dry Type Transformers,
 - a. Refer to Thermographic Survey Section.

- b. Provide general housekeeping and clear working access as required by NEC.
 - c. Yearly verify:
 - i. Adequacy of secondary grounding provisions.
 - ii. Secondary voltage. Adjust connection taps to insure operating voltage as close as possible to nominal.
11. Panel boards,
- a. Visually inspect panel board for condition, completed branch circuit schedule, identification, and correct trim and locking fixtures.
 - b. Refer to "Thermographic Survey" (item 19).
 - c. Measure and record voltage, phase to phase, phase to ground and neutral and current in each phase and neutral whenever any additional loading is added to the panel board.
 - d. Balance currents in phase legs to within 20% of each other.
 - e. Inspect all wire and cable terminations whenever panel cover is removed. Tighten all loose connections and repair any damaged cables.
 - i. Provide general housekeeping and clear working access as required by NEC.
 - ii. Yearly operate all switching components and confirm clear operation of mechanical components.
 - iii. Test all ground fault, electrically operated and shunt trip devices.
12. Circuit Breakers,
- a. Refer to "Thermographic Survey" (item 19).
 - b. For separately enclosed units provide general housekeeping and clear working access as required by NEC.
 - c. Yearly operate all switching components and confirm clear operation of mechanical components.
 - d. Confirm correct circuit breaker rating for component use.
13. Motor Control Centers,
- a. Refer to "Thermographic Survey" (item 19).
 - b. Provide general housekeeping and clear working access as required by NEC.
 - c. Yearly operate all switching components confirm clear operation of mechanical components, and complete the following inspection and maintenance services:
 - i. Lubricate as required.
 - ii. Check each fuse holder for adequate mechanical support. Confirm correct fuse and circuit breaker rating for component use.
 - iii. Confirm correct operation of all device electrical and mechanical interlocks and contact operations.
 - iv. Contacts – Inspect for worn or pitted contacts, misalignment or arcing and overheating. Dress or replace.
 - v. Cable Connections – Inspect for loose connections, overheating, carbonized insulation or carbon tracking. Tighten connections and repair or replace wiring as required.
 - vi. Inspect all pilot lights, operate all control devices and repair or replace as required.
 - vii. Inspect control power transformers for evidence of overheating and replace as required.
 - viii. Measure phase voltage and current, note significant unbalanced conditions and investigate for possible corrective action.
14. Lighting Systems, (to include site lighting)
- a. Visually inspect equipment for evidence of breakage, damaged surfaces, non-working luminaires and lamps.
 - b. Visually inspect the control relay panels for evidence of overheating or other damage.
 - c. Verify that the functions of the computerized control are operating as required supervising a sample of automated and manual switching operations.
 - d. Maintain a complete stock of replacement material. Minimum stocking requirements are referenced in enclosed listing of Attic Stock.

- e. Replace failed relays, power supplies and driver cards associated with the computerized lighting controls.
 - f. Replace worn, failed, or doubtful components and lamps. Replacements shall be of like or current design to minimize system depreciation and stocking.
 - g. After the first full year analyze and show economic justification for group replacement schedule, by quantified areas, for all lamps in the facility. Include the costs (add or deduct) associated with group (over 300 lamps) recycling of lamps. Compare all storing, packing, transportation and recycling charges. Submit summary of recommendations to the PPSB Facilities Director.
 - h. Clean all exposed (interior reflector and exterior trim) fixture components whenever the lamps are replaced. Use cleaning materials as recommended by the manufacturer.
 - i. Coordinate with facility security to determine exterior lighting failures.
 - j. Inspect exterior non-working lights within 24 hours of notice of lighting failure. Determine if lamp replacement is required or if other malfunction is cause of problem.
15. Switch,
- a. Visually inspect all cable terminations, metering, and grounding provisions.
 - b. Perform an acceptance performance test and operational test, and record the performance data.
 - c. With approval of the PPSB Facilities Director submit a written report of professional comments concerning the observation, review of testing data and code compliance of the installed system.
 - d. Refer to "Thermographic Survey" (item 17).
 - e. Perform Routine Maintenance and Operational Testing of the Emergency Standby Power System as recommended by the manufacturer, the authority having jurisdiction, or as described herein.
 - f. As a minimum, through OSSF, test the power generators every 2 weeks and provide Routine maintenance and Operational Testing of the Emergency Standby Power System as documented in NFPA 110, Chapter 6, Level 1.
 - g. Through OSSF, provide an inspection and testing log, written and computer generated data, approved by the responsible party, for all maintenance, inspection and testing data.
 - h. Engage a Sub-contractor to provide continuing service and maintenance in accordance with existing terms and conditions.
 - i. Sub-contractor to exercise the system quarterly under connected load for a minimum of 30 minutes and provide manufacturers' recommended inspection, services, and testing of the following systems and system components:
 - i. Cooling System
 - ii. D.C. Electrical System
 - iii. A.C. Electrical System
 - iv. Air induction and exhaust
 - v. All transfer switches
 - vi. Lubrication System
 - vii. Fuel System
 - j. Vendors/Subcontractors Qualifications – Provide service within 3 hours after receipt of a service call. Provide service on a seven day, twenty-four-hour basis.
 - i. Specialized in maintenance and service of Packaged Engine Generator Systems and Emergency Standby Power Systems factory certified and trained, with a minimum of 5 years of qualified experience.
 - ii. OM&S contractor may provide separate subcontractors, or one subcontractor for all maintenance, service and subcontractor operational requirements.
16. Fire Alarm Systems,
- a. Review and approve acceptance testing procedure documents and certified documentation of a successful test in accordance with NFPA Standards.
 - b. With approval of the PPSB Facilities Director, provide a professional analysis of system

- design, performance and code compliance.
 - c. Engage a Subcontractor to provide continuing service and maintenance of all system components. Service and maintenance includes all parts, labor and travel expenses.
 - d. The Subcontractor to provide system inspection and operational testing of the system at least quarterly, at intervals approved by the PPSB Facilities Director or as described herein.
 - e. At a minimum, Sub-contractor to provide inspection, operational testing, and maintenance as documented in NFPA 72.
 - f. Provide a permanent hard copy record of all inspections, testing and maintenance.
 - g. Subcontractor shall be factory certified and trained on the installed equipment.
 - h. Provide one Sub-contractor for all maintenance, service and operational testing responsibilities.
17. Thermographic Survey PPSB
- a. Within the fourth year of contracted service (2021), engage a subcontractor to perform a thermographic survey of the following equipment:
 - i. Service entrance circuit breaker switchgear.
 - ii. Secondary unit substations.
 - iii. Distribution transformers.
 - iv. Distribution switchboards.
 - v. Dry type transformers.
 - vi. Panel boards (older than 20 years).
 - vii. Motor Control Centers.
 - viii. Disconnect Switches – 100 amp and larger.
 - ix. Enclosed transfer switches.
 - b. The thermographic survey will include visual inspection, temperature measurement of active equipment, diagnosis and remedial action recommendation.
 - c. Inspect for physical, electrical and mechanical condition.
 - d. Inspect all current carrying components.
 - e. Remove all access covers and expose all bus and cable connections.
 - f. Provide every effort to allow line of sight visual inspection.
 - g. Inspect distribution systems with imaging equipment capable of detecting a minimum temperature difference of 1° C at 30° C. Equipment shall detect emitted radiation and convert detected radiation to visual signal.
 - h. Perform survey during periods of maximum possible loading but not less than forty percent (40%) of rated or connected load of the electrical equipment being inspected. (NFPA 70B-1990, paragraph 18- 16.5.) Coordinate activity with PPSB Facility operations and record loading of all devices, components, cable, etc. surveyed at less than 40% loading.
 - i. Provide thermographic survey information and bound report using specific equipment identification to allow easy entry into CMMS-OM&S data base. Include the following:
 - i. Discrepancies, obvious visual and mechanical operational flaws and/or misapplications.
 - ii. Temperature difference between the area of concern and the reference area.
 - iii. Cause of temperature difference. Provide diagnosis, analysis and recommended remedial action.
 - iv. Areas inspected. Identify inaccessible and/or unobservable areas and/or equipment.
 - v. Identify load conditions and ambient temperature at time of inspection.
 - vi. Provide photographs and/or thermograms of the deficient area.
 - vii. Quantify and prioritize the test results as follows:
 - 1. Temperature differences of 1° C to 3° C indicate possible deficiency and warrant investigation.
 - 2. Temperature differences of 4° C to 15° C indicate deficiency; repair as time permits.
 - 3. Temperature differences of 16° C and above indicate major deficiency; repair immediately.

2.53.15 SECURITY AND SOUND SYSTEMS

Scope of Basic Services

1. Provide general supervision of the systems adequate operation; insure under Division 16 requirements adequate electrical power services to these systems; establish the need for service and repairs, and recommend to the PPSB Facilities Director such services.
2. Access Control/Turnstiles/Proximity card readers,
 - a. Quarterly inspection to include:
 - i. Inspect and clean central control panel
 - ii. Verify proximity card reader for operating range
 - iii. All necessary adjustments and repairs to be secured by Subcontractor.
 - iv. Engage sub-contractor to provide systems support for Genetec software and all related hardware (to be funded through FLMA).
3. Magnetometer/Bag Scanners,
 - a. Engage sub-contractor to provide systems support and annual preventative maintenance inspections to include complete operation and calibration procedures. (to be funded through FLMA).
4. Garage Gate Arms / Access control:
 - a. 1 Amano unit provides access under the 400 N Broad Building.
 - b. 2 Amano units providing access to Callowhill garage.
5. CCTV Systems,
 - a. Quarterly inspection to include:
 - i. Inspect and clean central control panel.
 - ii. Verify video output for clarity.
 - iii. Adjust monitor controls.
 - iv. Adjust cameras controls.
 - v. Verify integrity of cameras' enclosures. Touch up paint when necessary.
 - vi. All necessary adjustments and repairs to be secured by Subcontractor.
6. Public Address System,
 - a. Engage a sub-contractor to provide continuing service and maintenance in accordance with existing terms and conditions
 - b. Sub-contractor to provide systems inspection and operational testing semi-annually, or at intervals approved by the PPSB Facilities Director
 - c. At a minimum, Sub-contractor to provide inspection and testing as follows:
 - i. Inspect and clean control racks and control equipment.
 - ii. Record amplifier gain settings.
 - iii. Adjust and balance sound levels.

2.53.16 OM&S MAINTENANCE SUPPLIES AND SHOP EQUIPMENT

Scope of Basic Services

1. The OM&S Contractor shall provide all shop tools, and shop equipment required to carry out the work required by the OM&S PPSB Project. All shop equipment, and shop tools shall remain the property of the OM&S Contractor who shall service and maintain all items throughout the period of the OM&S Contract.
2. The OM&S shop equipment shall include, but not be limited to the items listed in Exhibit TP-19000-1, attached (or equal). Upon OM&S Contract termination, all shop tools and shop equipment will remain the property of this OM&S Contractor and shall become his/her responsibility.
3. Perform general housekeeping associated with, or required by the OM&S Contractor's Shop Equipment and Tools:
4. Touch-up, paint equipment and components;
5. Clean all components of dust, old lubricants, corrosion and waste to allow the equipment to function properly and in good operating condition;
6. Store portable equipment and parts in neat, orderly fashion.
7. Store, secure, disburse and replenish (FLMA Reimbursable), all consumable, nondurable Janitorial Custodial supplies, listed in Technical Provision 20. Store, secure, and control all Janitorial/Custodial durable equipment.

2.53.17 JANITORIAL/CUSTODIAL & RELATED SUPPLIES/SHOP EQUIPMENT

Scope of Basic Services

1. Provide and track all consumables and non-durable Janitorial/Custodial supplies required by the PPSB, such as cleaning materials and applicators, applicator accessories, plastic container liners, plastic trash bags). All consumables and non-durable Janitorial/Custodial supplies specified as attic stock in this Technical Provision become the property of the City, and shall be stored on site, as approved by the PPSB Facilities Director;
2. Furnish (exclusively by the OM&S Contractor) all Janitorial/Custodial durable equipment required to achieve the results of these Technical Provisions. All durable equipment listed herein, and/or required for the Janitorial/Custodial task shall remain the property of the OM&S Contractor who shall provide routine inspection PM, M&R, on a continuing basis, including complete replacement of failed equipment;
3. Provide all Janitorial/Custodial Personnel (JCP) under Subcontract; all personnel will be subject to a background check. Upon discovery of an active warrant against a Subcontract employee, the person will be removed and/or barred from PPSB facilities. If necessary the OM&S contractor will notify the authorities. Upon discovery of conviction records of misdemeanor or greater in offense within the last five years, the OM&S contractor must notify the PPSB Facilities Director through e-mail and the PPSB Facilities Director will decide if any action will be taken
4. Provide all management and quality control supervision of the Subcontract: by conducting operational tours using the Patrol Tour System (PTS); tracking/controlling service calls; creating plans of attack and problem solving for special situations/projects; stocking, dispensing, monitoring, controlling, and evaluation of the use of all consumables and non-durable supplies; inspecting and controlling uniforms/appearance, safety procedures, and Contractor's training of JCP;
5. Provide a Transition Plan describing mobilization of staff, supplies, and equipment to meet the OM&S PPSB schedule;
6. Prepare an initial Janitorial/Custodial Management Plan (JCMP) to detail the OM&S Proposer's statement of the quantities of supplies and number of JCP;
7. Provide annual updating of the JCMP, including: OM&S Contractor's recommendations for the following year; analysis of efficiency; zero waste recommendations, justification of quantities, costs and personnel;
8. Proactively recommend change to the JCP level as a result of City reduction, if any, into the future, in PPSB percentage occupancy, and space use compared to present levels;
9. Upon the contract commencement date, the OM&S Contractor and his/her Subcontractor shall provide all supervision, labor, training, materials, supplies, tools, equipment, transportation, services and all incidental items, not specified, but reasonably implied or necessary to satisfactorily complete all Janitorial/Custodial functions outlined in this RFP;
10. The selected OM&S Contractor shall provide, and obtain PPSB Facilities Director approval of, an original proposed cleaning schedule not less than two (2) weeks after commencement of on-site work. Define the number of Supervisors and regular personnel assigned to each crew, the specific functions of each supervisor and crew member and the type of equipment and supplies to be utilized in the performance of the contract. Schedules shall include a breakdown of crew activities, indicating times and locations to be serviced. Breaks and lunches shall be indicated on the schedules and shall be staggered so that continuous coverage is provided for the PPSB. All schedules will be subject to the review and approval of the PPSB Facilities Director;
11. Through the designated subcontractor, train and instruct JCP performing under the contract, provide a list of all personnel, report any changes in non-supervisory personnel, immediately. On-site changes in JCP supervisory personnel reporting to the OM&S Contractor are subject to review and approval of the PPSB Facilities Director;
12. Instruct and fully inform all of JCP that, in some cases, they will be working in areas where confidential and privileged information is stored, and that individuals caught stealing or making any information available to outside parties will be prosecuted to the full extent of the law;
13. Inform the subcontractor and JCP that the use or possession of alcoholic beverages, drugs or weapons of any nature is strictly prohibited. Violation of this provision shall cause immediate removal of the employee; barring him/her from any further work on City property; and the OM&S

Contractor shall be liable for all damages and costs available to the City under the Contract, equity, and all applicable laws. All OSSF, and JCP are required to use the OM&S Contractor's time clock(s) when reporting for duty and at the completion of their shift;

14. Direct the Subcontractor to provide a subcontract agent, who shall be responsible to the OM&S Contractor for management plans, decisions and action items relative to the PPSB work under this Technical Provision, involving: lessons learned; planning future schedules and accommodation of City events/activities; improvement of services to include zero waste initiatives and assurance of high-quality performance of JCP;
15. The minimum quantity of consumables, non-durable supplies, and durable equipment, to be provided by the OM&S Contractor are stated within this Technical Provision. Cleaning products listed are for reference only. Products deemed to be suitable alternatives will be accepted. The Proposer shall: include in his/her response any increases to the stated minimums, that he/she claims to be necessary to achieve the results specified herein; include all costs for materials and equipment in the pricing section of his/her response; include all costs of JCP staff and subcontractor's management of JCP staff in the stated pricing for the subcontract. The Proposer attests by submitting his/her proposal that the quantities of consumables, nondurable supplies, and/or durable equipment included in his/her Pricing Proposal are adequate to achieve the performance requirements and objectives of this BV RFP relative to the Janitorial/Custodial workspace.
16. No OM&S Contractor's claims for additional cost will be honored, if: it has resulted from inadequate, inferior OM&S Contractor control and management; it does not result from clearly defined, advanced agreements that changed conditions are the cause; and the requirements of the Special Provisions are not met.
17. Maintain adequate full-time trained professional personnel to operate equipment and to provide routine preventive maintenance and repairs.
18. Establish, maintain and control an inventory of the following, using the CMMS:
 - a. Consumables, non-durable Janitorial/Custodial supplies
 - b. Durable equipment log of repair parts, repair/maintenance schedule.
19. Comply with all the requirements of "ACT 101 Guidelines", "Recycling of Commercial Municipal, and Industrial Establishments", as published by the Pennsylvania Department of Environmental Resources, Bureau of Waste Management", to include minimum education/notification.
20. The OM&S Proposer shall provide the following general information on the Subcontractor he/she proposes:
 - a. Evidence of sufficient experience performing the type of work required and providing a complete and comprehensive program;
 - b. A progressive plan toward implementation of "green" practices and products.
 - c. Letters of reference from customers or copies of contracts detailing experience in providing custodial services in at least three (3) prior or current contracts of similar size, scope, and complexity (i.e. multi- shift operations and use of ride-on power equipment), as that which is outlined in this RFP;
 - d. Evidence of the necessary resources to implement the service, provide the necessary support and customer service functions, and ability to remain throughout the contract period in full compliance with any and all applicable certification, permit and licensing requirements as require to perform the full scope of work as described in the bid specifications within the City of Philadelphia;
 - e. Evidence of ability to make available for its use when needed all personnel and technical support as specified herein;
 - f. Certification from the Proposer that he/she has exercised due diligence review of the Subcontractor's financial strength and he/she is assured that the Subcontractor can deliver the required services over the period of the OM&S Contract.
21. The following is a list of Performance Standards for Regularly Scheduled Work:
 - a. Cleaning and Disinfecting Drinking Fountains – Disinfect all porcelain and polished metal surfaces including the orifices and drain. After cleaning, the entire drinking fountain shall be

free of streaks, stains, spots, smudges, scale and other visible soil that are removable.

- b. Auto scrubbing of Non-Carpet Floors – Use an auto scrubber to remove soil and spills from large open areas such as corridors, lobbies, auditoriums, etc., using STRIDE Brush, or City approved equal, and pad pressure shall be adjusted high enough to provide firm contact with the surface but not enough to cause any deleterious effect to the finish being cleaned. If there is litter or grit on the floor, dust mop the floor, before auto scrubbing. Where practical, move furnishings and floor mounted trash and ash receptacles out of the area to be scrubbed. Properly adjust the squeegee to leave no streaks or puddles, while scrubbing. Remove detergent solution left on the surface as a result of turns made during auto scrubbing, promptly with a wet mop. Prevent the solution from drying on the floor and avoid whitish discoloration on the finish. Finished floor shall be free of soil, streaks, film or stains.
- c. Cleaning and Disinfecting Wash Basins, Toilets, Urinals and Showers – Using a spray bottle, apply TRIAD II Germicidal Cleaner and Deodorant, or City approved equal, to all the basins and to the wall area beside and between the basins. Clean the tops, sides, insides, and wall between the basins with a sponge. Wipe the metal surfaces dry with a cloth to prevent spotting.
- d. Using a spray bottle and sponge respectively to apply TRIAD II Germicidal Cleaner and Deodorant, or City approved equal, to: all urinals; and to the wall area between and below the urinals. Sponge shall be of a unique color, used only on commodes and urinals. Clean the insides of the urinals with a bowl mop. Use the bowl mop to clean the underside of the flushing rim. Wipe metal surfaces dry with a clean cloth to prevent spotting. Clean inside of sanitary fixtures with bowl mop and non-acid cleaner, use acid bowl cleaner monthly to remove any and all deposits and stains.
- e. Using a spray bottle, apply TRIAD II Germicidal Cleaner and Deodorant, or City approved equal, to the inside and outside of the commodes and to the wall areas beside them. Spray the top and underneath sides of the toilet seat. Clean the seat, outside of the fixture, and wall beside the fixture with the same sponge used in cleaning the urinals. Clean the inside of the fixture and under the flushing rim with a bowl mop. Wipe the top of the seat and the metal surfaces dry with a cloth to prevent spotting.
- f. Use the spray bottle to apply TRIAD II Germicidal Cleaner and Deodorant, or City approved equal, to the walls and floors in shower stalls. Using a sponge and abrasive pad, damp wipe all surfaces of the shower. Remove all debris from the shower drain. All fixture and shower stalls shall be free of visible soil, scale, soap scum, and body oil build-ups. Metal surfaces shall be clean and free from water spotting.
- g. Complete Vacuuming of Carpets – Using an upright commercial vacuum, remove surface soil and embedded grit from all areas accessible to the vacuum. Adjust the beater bar to correspond with the pile height of the carpet. Chairs and trash receptacles shall be tilted or moved where necessary to vacuum underneath. To remove accumulations of soil or litter in areas inaccessible to the upright carpet vacuum, use a vacuum wand with a crevice tool and brush attachment. After the carpeted floor has been completely vacuumed, it shall be free of all visible litter, soil and embedded grit.
- h. Detail Vacuuming Carpets – Corner/Edge Cleaning – Remove accumulations of soil or litter in areas inaccessible to the upright carpet vacuum by using a vacuum wand or portable vacuum with a crevice tool and brush attachment. Finish vacuumed carpeted floor shall be free of all visible litter, soil and embedded grit.
- i. Damp Mopping Non-Carpeted Floors – Erect wet floor signs at all area entrances. Floor signs shall contain words similar to “Area Closed for Cleaning–Use alternate Facility or Route.” Sweep or dust mop the floor prior to damp mopping. Use a wet mop, mop bucket and wringer, and STRIDE Cleaner, or City approved equal, and cold water to remove all soil and non-permanent stains from the entire floor. Change the STRIDE Cleaner, or City approved equal, and cold water periodically and maintain clarity. Damp mop all accessible areas. Move chairs, trash receptacles, etc. when necessary to mop underneath. After being damp mopped, the floor shall have a uniform appearance with no streaks, swirl marks, detergent residue, or any evidence of soil. Splash marks or mop streaks on furniture, walls, baseboards, etc., and/or mop strands are not acceptable.

- j. Damp Mopping and Disinfecting Non-Carpeted Floors – Erect wet floor signs at all area entrances. Floor signs shall contain words similar to “Area Closed for Cleaning–Use Alternate Facility or Route.” Sweep or dust mop the floor prior to damp mopping. Use a wet mop, mop bucket and wringer, and STRIDE Cleaner, or City approved equal, and cold water to remove all soil and non-permanent stains from the entire floor. Move chairs, trash receptacles, etc., when necessary, to mop underneath. Damp mop floor to attain a uniform appearance with no streaks, swirl marks, detergent residue, or any evidence of soil. Splash marks or mop streaks on furniture, walls, baseboards, etc., and/or remnant mop strands are not acceptable. In wet areas such as in restrooms, locker rooms, kitchens equipped with floor drains, apply VIREX 256 Germicidal Detergent and Deodorant, or City approved equal, to entire floor area and allow to remain for ten minutes. Use a floor squeegee to squeegee the solution into the floor drain. Use a damp mop to dry areas inaccessible to the floor squeegee.
- k. Damp Dusting Furniture, Fixtures, Walls, Partitions, Doors, Etc. – Using a clean sponge or cloth with STRIDE Cleaner or TRIAD II Germicidal Cleaner and Deodorant, or City approved equal, damp wipe or disinfect all applicable surfaces of furniture, fixtures, walls, partitions, doors, etc. Achieve a uniform appearance for all surfaces, free of streaks, smudges, dust, lint, litter, etc. Use furniture polish on all wood surfaces. Use Johnson Lemon Shine-Up, or City approved equal, on all table tops.
- l. Dusting of Venetian Blinds – Using a treated dust cloth or duster, remove all loose dust and dirt from blinds surfaces. Accomplish all dusting starting at the top of the blind working downward. Turn blind slats to both sides for proper cleaning.
- m. Cleaning of Restroom Air Vents – Remove all dust, dirt and residue from the exterior surface of the vent. Using a treated dust cloth or dusting apparatus, remove any dirt residue falling to the ground.
- n. Dusting Building and Furniture Surfaces – Using either a dust cloth, lightly treated hand-held dusting tool, lambs wood dusting tool, tank vacuum with dusting attachments, or combination of these dusting tools, removal all dust, lint, litter, dry soil, etc. from the horizontal surfaces of desk, chairs, file cabinets and other types of office furniture and equipment and from horizontal ledges, window sills, blinds, hand rails, etc., below seven (7') from the floor surface. Do not disturb items on desk tops. Regularly dust all such surfaces a uniform appearance, free of streaks, smudges, dust, lint, litter, etc. Accomplish dusting by removing the soil from the surface—not by flicking or blowing it from one surface to another.
- o. Emptying Trash and Ash Receptacles – Empty all waste receptacles, ash receptacles, pencil sharpeners, and other trash containers within area and return to their original position. Remove all boxes, cans, papers, etc. placed near a trash receptacle, and marked “TRASH”. Remove all trash receptacle waste from the area and empty into a designated trash dumpster or compactor in such a manner as to prevent the area surrounding the receptacles from becoming littered by such trash. Strain sand in cigarette butt receptacles to remove ashes and debris to make the remaining sand smooth and free of smoking materials.
- p. Policing – Remove visible litter from all types of surfaces. Spot clean unsightly soil from building, fixture and furniture surfaces. Empty trash and ash receptacles which may become filled prior to the next scheduled routine cleaning. Refill paper towel, toilet tissue, and hand soap dispensers which may become depleted prior to the next scheduled routine cleaning. Vacuum clean or exchange soiled or ineffective entrance mats. Use a wet vacuum to remove wet soil. Provide continuous sweeping, collecting and removal of all dirt, papers, gum, or any other discarded materials and droppings from floors, Elevators, escalators, stairways, foyers, and offices. Include in this floor care, the immediate wet mopping of spills when discovered, or as directed by the PPSB Facilities Director. When encountering an area where there is urine, vomit, excrement, or foul odors, immediately remove substances from the floor and wet mop the area using VIREX II 256 Germicidal Detergent and Deodorant, or City approved equal, and cold water. Protect the area with “Caution Wet Floor” signs until area is completely dry. When encountering blood and other potentially infectious bodily fluids refer to and follow the OSHA standard for proper clean up and removal of blood-borne pathogen. Vacuum carpeted floors in lieu of sweeping.
- q. Rearranging Furniture as Required – Move all furniture during the performance of the work and return to appropriate location, on completion. Return all other furniture such as chairs

and waste receptacles to their appropriate location.

- r. Refilling Paper Towel, Toilet Tissue and Hand Soap Dispensers – Completely fill a dispenser to the proper level. Place paper supplies and hand soap in the dispensers in accordance with the directions or instructions of the paper and dispenser manufacturers. Wipe clean hand soap dispensers and adjacent surfaces to remove spillages.
- s. Replacing Obviously Soiled or Torn Trash Receptacle Liners – Remove all clear plastic liners which are torn or obviously soiled from the trash receptacles and replace with new clear plastic liners. Fold back the liners over the rim of the receptacle. In areas where health and safety are a factor, remove the trash receptacle liners with the trash each time the receptacle is emptied. These areas include break rooms, food service areas, exercise rooms, locker rooms, medical rooms, restrooms, and vending areas.
- t. Spot Cleaning Furniture, Fixtures, Walls, Partitions, Doors, Glass Surfaces, Etc. – Using a sponge, clean cloth, and spray bottle of STRIDE Cleaner, TRIAD II Germicidal Cleaner and Deodorant, or GLANCE Glass and Multi-Surface Cleaner, or City approved equal, remove fingerprints, smudges, marks, streaks, etc. from washable surfaces of walls, partitions, doors, furniture, fixtures, kick plates, appliances, etc. Use TRIAD II Germicidal Cleaner and Deodorant in rest rooms, locker rooms, food service areas, and drinking fountains. Use GLANCE Glass and Multi-Surface Cleaner on hard-to-remove spots. Spot clean natural wood surfaces to include walls, partitions, and doors using clean cloth and Johnson Shine-Up, or City approved equal. Spot clean all surfaces to achieve a clean, uniform appearance, free of streaks, spots, and other evidence of removable soil, both sides of glass in exterior glass doors and vestibules and in interior offices.
- u. Cleaning Trash and Ash Receptacles – Damp wipe the exterior waste receptacles with STRIDE, or City approved equal, from a spray bottle and a clean sponge or cloth to remove evident soil. Remove wet spills on the interior of waste receptacles. Damp wipe cigarette butt receptacles with a sponge or cloth to remove evident soil. Use lotion-type cleanser and an abrasive pad on hard-to-remove soil. In rest rooms, locker rooms, and food service areas, use VIREX 256 Germicidal Detergent and Deodorant, or City approved equal, in lieu of STRIDE Cleaner.
- v. Spot Mopping Non-Carpeted Floors – Erect wet floor signs at all area entrances. Floor signs shall contain words similar to “Area Closed For Cleaning–Use Alternate Facility or Route.” Remove all obvious soil and non-permanent stains from the entire floor, using a wet mop, mop bucket and wringer, and STRIDE Cleaner, or City approved equal, and cold water. Change the STRIDE Cleaner, or City approved equal, periodically and maintain clarity. All accessible areas shall be damp mopped and disinfected. Chairs, trash receptacles, etc., shall be moved when necessary to spot mop underneath. After being spot mopped, the floor shall have a uniform appearance with not streaks, swirl marks, detergent residue, or any evidence of soil. There shall be no splash marks or mop streaks on furniture, walls, baseboards, etc. nor mop strands remaining on the floor. In rest rooms, locker rooms, medical areas, or food service areas, VIREX 256 Germicidal Detergent and Deodorant, or City approved equal, shall be used in lieu of STRIDE Cleaner.
- w. Application of Restorer or Floor Maintainer – Erect wet floor signs at all area entrances. Floor signs shall contain words similar to “Area Closed For Cleaning–Use Alternate Facility or Route.” Sweep or dust mop the entire floor surface prior to restoration work. Use a wet mop, mop bucket, and wringer or auto scrubber to apply KLEAN N’ SHINE Restorer, or City approved equal, in a thin even coating over the entire area to be dry buffed or burnished. Restore all accessible areas. Move chairs or tile to mop underneath. When completed, remove any free mop strands remaining on finished floor.
- x. Spray-Buffing or Burnishing Non-Carpeted Floors – Prior to being spray-buffed, dust mop and damp mop the floor surface with STRIDE Cleaner, or City approved equal, and cold water. Use a single-disc high speed floor machine, with a buffing or burnishing pad to restore a uniform gloss and protective finish to resilient tile which is refinished with CAREFREE Floor Finish, or City approved equal. Spray-buff or burnish all areas accessible to the floor machine. Tilt or move chairs, trash receptacles, etc. where necessary to spray- buff or burnish underneath. Dust mop the floor after spray-buffing or burnishing. After spray-buffing or burnishing, work to achieve a uniform, glossy floor appearance, free of scuff marks, and other

stains, and a uniform coating of floor finish. Remove all spray buff or restorer solution from baseboards, walls, furniture, trash receptacles, etc. Apply spray buff or restorer solution in strict accordance with the manufacturer's directions on the container.

- y. Sweeping or Dust Mopping Non-Carpeted Floors – After sweeping or dust mopping the floor surface, use a mop, STRIDE Cleaner, or City approved equal, and cold water to remove spills and obvious soil from the floor, as a first step, use a putty knife to remove gum, tar, and other sticky substances from the floor. On resilient tile, terrazzo, smooth sealed concrete or other smooth finished floor surfaces, use a treated dust mop and dust pan to remove accumulated soil and litter. Treat dust mop with CONQ-R-DUST Liquid Dust Mop Treatment, or City approved equal, the night before it is used to avoid slippery floors. On rough unsealed concrete, or other floors where dust mopping is not effective, use a push broom. Clean the entire area to be swept thoroughly to remove dust, dry soil, and other litter. Tilt or move chairs and trash receptacles where necessary to sweep underneath. After the floor has been swept, achieve a floor surface including corners and abutments, which is free of streaks, soil, litter and spots caused by spills or tracking. Vacuum carpet-type entrance mats with an upright carpet vacuum to remove soil and grit and to restore the resiliency of the carpet pile. Sweep, vacuum or hose down rubber or polyester entrance mats to remove soil and grit. Lift all entrance mats to remove soil and moisture underneath and then return to normal location.
- z. Wet Cleaning Non-Carpeted Floors – Erect wet floor signs at all area entrances. Floor signs shall contain words similar to “Area Closed For Cleaning—Use Alternate Facility or Route.” Sweep or dust mop prior to wet clean the entire floor surface involved. Use a wet mop, mop bucket, and wringer, scrub brush, floor squeegee, STRIDE Cleaner, or City approved equal and cold water to remove all soil and non- permanent stains from the entire floor area and allow to remain for three to five minutes. Then, scrub dry the entire floor area with the squeegee and then rinse with clear water. In areas without a floor drain, pick up the solution with a wet vacuum or a wet mop, mop bucket and wringer, and then rinse with clean water twice. Wet clean all accessible areas. Pick up chairs to clean underneath. After wet cleaning the floor, a uniform appearance with no streaks, swirl marks, detergent residue, or any evidence of soil. Permit no splash marks or mop streaks on furniture, walls, baseboards, etc., nor any mop strands on the floor.
- aa. Pressure Washing – Completely barricade all ingress to area being power washed with ropes and stanchions. Erect wet floor signs at all area entrances. Floor signs shall also contain words similar to “Area Closed for Cleaning—Use Alternate Facility or Route.” Attach proper water supply connections to power washer, and set gauges properly for water volume and temperature. Pre-treat any heavily soiled area and/or gum and graffiti with GP FORWARD Cleaner, (dilution 1:20), or City approved equal. Apply to the surface using a mop or brush. Allow chemicals to stand for 3-5 minutes. Using side to side motion, power rinse surfaces from top to bottom. Use squeegees or wet/dry vacuum units to control excess water flow on the ground. All surfaces must be clean and streak-free, and no puddling of water should be present in the surrounding areas, when pressure washing is complete.
- bb. Manually Scrubbing Ceramic or Quarry Tile Floors – Erect wet floor signs at all area entrances. Floor signs shall contain words similar to “Area Closed for Cleaning—Use Alternate Facility or Route.” After applying VIREX 256 Germicidal Detergent and Deodorant, or City approved equal and cold water on the floor, but before damp mopping, lightly agitate the solution with a deck brush. Areas around restroom fixtures and showers, where moisture may accumulate shall be free from soil, minerals, algae, and mildew build-up. Remove excess solution from the floor during damp mopping. Comply with performance standards for damp mopping for this procedure.
- cc. General Cleaning – Provide continuous dusting, wiping and cleaning of all benches, ledges, horizontal surfaces, stairs, chairs, railings, tables, baseboards, sills, moldings, shelves, schedule racks, door frames, pictures, vents, telephones (including ear and mouth pieces), all surfaces above and below normal reach, etc. When encountering an area where there is urine, vomit, excrement, or foul odors, treat the area as specified in paragraph m entitled “Policing” above.
- dd. Employee and Public Rest Rooms – All toilets and urinals shall be scrubbed and washed inside and outside with TRIAD II Germicidal Cleaner and Deodorant, or City approved

equal. Refer to Article C.3. Scrub and wash all seats on both sides with TRIAD II Germicidal Cleaner and Deodorant, or City approved equal and, when dry, achieve freedom from streaks, with wash basins clean of all grease and dirt. Provide all urinals with a screening device and deodorizing tablets. Install within all toilet bowls a solid hanging deodorizer. Clean all fixtures with TRIAD II Germicidal Cleaner and Deodorant, or City approved equal wipe with a clean cloth and wipe dry. Replenish all paper towel, toilet paper and soap dispensers when necessary and check to assure proper functioning. Wet mop with VIREX 256 Germicidal Detergent and Deodorant, or City approved equal and cold water, and maintain in clean, dry, and odor free conditions. Clean rest room doors and maintain them clean and free of dirt, smudges, graffiti, etc.

- ee. Granite, Marble, Ceramic Tile, Stainless Steel and Glass Areas – Continuous spot clean all granite, marble, glass/lexan, stainless steel (use approved water-based cleaner) and ceramic tile areas. Spot cleaning includes, but is limited to: the removal of smudges, fingerprints, spills, dust, and other removable stains below a ten foot (10') height. Include in the cleaning: interior and exterior walls, floors, pillars, entrance doors (including stainless steel finishes), foyers, escalator enclosures, panels, handrails, water foundations, trash containers, etc.
- ff. Graffiti Removal – Remove graffiti daily from all interior and exterior surfaces by using a graffiti removal solvent approved by the PPSB Facilities Director. Apply and remove graffiti remover, as recommended by the manufacturer. Exercise care so that painted surfaces or stainless steel finishes do not become marred or scratched. Before applying graffiti removal/cleaning solvent to any surface, verify that the solvent will not damage the surface by first applying solvent to a small test area. If graffiti cannot be removed after using recommended application, or if an area is damaged during attempted removal, a written report shall be immediately submitted to the PPSB Facilities Director by the OM&S Contractor's Support Services Manager through the OM&S Project Manager.
- gg. Collection of Trash – Remove all accumulated trash and debris from the premises the day the cleaning operation takes place. Take trash to a designated location in the building as specified herein. New clear plastic liners are to be replaced in receptacles. Clean all trash containers of debris prior to installation of new clear plastic liners.
- hh. Containers – Supply 20 wire mesh containers (Size: 42 gallon, 24" diameter, 33" high, 35 lbs.)
- ii. Recycling Program – Comply with City regulations for commercial recycling. Develop source separation recycling programs for the following materials: high grade office paper (white ledger and computer paper, confidentially destroyed or otherwise); corrugated cardboard; and aluminum cans. Develop these recycling programs in coordination with the PPSB Facilities Director.
 - i. The general configuration of the program will contain the following components: desk recyclers to be used for the collection of office paper; intermediate containers to be located in strategic areas on each floor (near copiers, printers, etc.); consolidation of cardboard boxes and other similar packaging in designated areas on each floor for pickup and removal daily; and a staging area for the storage of recyclables prior to collection by the Subcontractor. All the aforementioned containers will be purchased by and become the property of the City of Philadelphia.
 - ii. Empty desk recyclers on a daily basis; empty intermediate containers on an as-needed basis; collect and flatten cardboard on each floor. Move all recyclable materials to a designated central storage area. "Contractor", through the Subcontractor shall prevent mix of recyclable material in containers, bags or storage areas with Municipal Solid Waste; assure that recycled materials are not contaminated by trash, garbage or other foreign matter that will compromise the value of the recyclable material. Make sure that all intermediate containers, the storage/staging area and any equipment used to transport recyclable materials

- through the buildings are kept clean and free of contamination.
- iii. Inform the OM&S Project Manager of any damage of structural defects in the containers and equipment used for recycling. Train and educate the custodial staff during their regular shift regarding recycling systems. Collect all recyclables in vehicle(s) provided by the OM&S Contractor. Refer to Technical Provision, CSI Division 22.
 - iv. Proper procedure, and cleaning methods – Natural Stone. – Inspect the stone finishes, initially at the start of the OM&S Contract, and regularly thereafter, institute cleaning procedures to restore finishes to original degree of clean appearance, free of soil, stains and repeat cleaning steps on a frequency to suit conditions of use.
22. The following is a list of Performance Standards for Periodically Scheduled Work:
- a. Cleaning of Ceiling Diffusers – Use a treated dust cloth to remove all dust, dirt and residue from the exterior surface of diffusers. Remove any dirt residue which falls to the ground.
 - b. High Dusting – High dusting is defined as the removal of dust, cobwebs, oily film, etc., from all fixtures and surfaces above seven feet (7') but not higher than twelve (12') above the floor, including lights, grilles, light fixtures, pipes, sprinkler system, cables, ledges, walls, ceilings, vents, etc. Accomplish high dusting by using treated dust cloths, treated dusting tools, a damp sponge, and a tank vacuum with crevice tool, brush attachment and wall attachment. Complete all high dusting in a manner to cause all areas and surfaces above seven feet (7') but not higher than twelve feet (12') above the floor to be free from all types of soil removable by dusting or damp wiping; blend in with the area seven feet (7') and lower.
 - c. Machine Scrubbing Restroom and Grouted Tile Floors – Completely barricade all entrances of areas being stripped and refinished with ropes and stanchions. Erect wet floor signs at all area entrances. Floor signs shall contain words similar to "Area Closed For Cleaning–Use Alternate Facility or Route." Machine scrubbing of grouted tile floors is defined as: applying VIREX 256 Germicidal Detergent and Deodorant, or City approved equal, to all areas of the floor; allowing the solution to remain on the floor for ten minutes; operating a single-disc floor machine equipped with a basin brush over all accessible floor areas (including those areas which can be made accessible by the removal of movable furnishings); manually scrubbing those areas which are inaccessible to the floor machine; removing the solution from the floor and rinsing the floor twice with clear water.
 - d. Machine Scrubbing Concrete Floors – Machine scrubbing of concrete floors is defined as: applying FORWARD, or City approved equal, to all areas of the floor; allowing the solution to remain on the floor for three to five minutes; operating a single-disc floor machine equipped with a basin brush over all accessible floor areas (including those areas which can be made accessible by the removal of non-fixed furnishings); manually scrubbing those areas which are inaccessible to the floor machine; removing the solution from the floor and rinsing the floor twice with clear water. First time preparation–Double scrub with J-SHOP 600 Super Strength Degreaser, or City approved equal, with a NYLLGRIT Stripping Brush, or City approved equal, using one (1) part J-SHOP 600 Super Strength Degreaser to ten (10) parts water, or City approved equal, allow a 5 minute dwell time.
 - e. Top Scrubbing/Shower Scrubbing-Finished Floor Surfaces – Apply GP FORWARD General Purpose Cleaner, or City approved equal, to all areas of the floor, allow the solution to remain on the floor for three to five minutes. Scrub floor with rotary or auto scrubber and green pad to remove ground in soil and scratches. Rinse thoroughly with clean water. Apply two (2) coats of Carefree Floor Finish, or City approved equal. This process should be done as an intermediate stop between stripping.
 - f. Stripping and Refinishing Floors – Completely barricade all entrances to area being stripped and refinished with ropes and stanchions. Erect wet floor signs at all area entrances. Floor signs shall contain words similar to "Area Closed For Cleaning–Use Alternate Facility or Route."
 - i. Stripping is defined as the complete removal, without damage to the floor surface, of all finish and/or sealer from all visible floor surfaces and from those floor surfaces which can be exposed by the removal of non-fixed furnishings. Assume responsibility only for the removal and return of items such as trash receptacles,

tables, chairs, desks, etc. Include in the stripping, complete removal of all marks, scuffs, stains, etc. except in cases in which there is damage to the floor surface. Use Johnson Bravo 1500+ Heavy Duty Stripper, or City approved equal, according to the manufacturer's directions. Scrub the floors with a single-disc floor machine equipped with a stripping pad, except those areas in which the use of manual scrubbing devices are necessary to completely remove the finish and/or sealer (along walls, in corners, etc.). Pick up the Bravo 1500+ solution, or City approved equal, and rinse water with a wet/dry vacuum, except in areas where its use is impossible or impractical (very small areas, areas with low amperage circuits, etc.). Rinse all floor surfaces to which the stripper has been applied thoroughly with clean water. When a wet/dry vacuum is used, rinse the area at least once, after the Bravo 1500+ stripper solution, or City approved equal, has been removed.

- ii. Refinishing is defined as the proper application of at least four (4) coats of Johnson Carefree Floor Sealer/Finish, or City approved equal, to all areas. In areas where resilient tile is excessively worn or porous, apply one or more coats of sealer with a clean, fine strand, rayon mop head. No finish which has been removed from its original container shall be returned to that container. After the finish has dried, the reflectancy shall be uniform and no streaks, swirls, etc. shall be visible. Remnants of stripping solution or finish shall not remain on furniture, fixture, or other building surfaces. Obtain and then follow manufacturer's instructions relative to inlaid wood floors. Granite and Marble Surfaces – Clean granite and marble surfaces, daily, using STRIDE, or City approved equal, in a manner that, when finished, areas shall be clean, dry and free of streaks and smears. Ensure that, upon completion, all adjacent floor areas are left clean and dry.
- g. Ceramic Surfaces – Clean tiles using STRIDE Cleaner or VIREX 256 Germicidal Detergent and Deodorant, or City approved equal, such that, when finished, tiles will be clean, dry and free of streaks and smears.
- h. Glass Block, Glass Walls, Glass Doors, Other Glass – Clean all glass surfaces using GLANCE Glass and Multi-Surface Cleaner, , or City approved equal, such that, when finished, glass will be clean, dry and free of streaks and smears.
- i. Extraction of Carpeted Floor Areas – Completely barricade all entrances to area being stripped and refinished with ropes and stanchions. Erect wet floor signs at all area entrances. Floor signs shall contain words similar to “Area Closed For Cleaning–Use Alternate Facility or Route.”
 - i. First, police the area for trash and loose debris, completely vacuum area to remove loose soil. Pre-spot area using Rugbee Extraction Plus (dilution 1:1) , or City approved equal, and wait five (5) minutes, or apply Rugbee Solvent Spotter, or City approved equal, depending on the nature of the spills/stains involved. Then, pre-treat entire area with a properly diluted mixture (dilution 1:8) of Rugbee Extraction Plus, or City approved equal, and water, using a pump-style sprayer. Then, prepare a commercial grade portable extractor using the Rugbee Extraction Plus (dilution: 1-2 oz. per gallon of water, or City approved equal,) in the solution tank of the unit.
 - ii. Place Rugbee Defoamer, or City approved equal, in the recover tank. Extract the carpet using overlapping strokes, and an additional pick-up stroke to ensure the maximum amount of moisture is removed from the carpet. Remove wet floor signs and barricades only when the carpets are completely dry.
- j. Cleaning of Upholstered Furnishings – Thoroughly dry vacuum upholstered furniture prior to any wet cleaning. Use a Rugbee Extraction Plus (dilution 1:1), or City approved equal, first, to remove any spills or stains, follow by the application of the Extraction Plus (dilution 1:6), or City approved equal, for pre- treatment soil release. Then, extract the fabric using a hand tool designed for upholstered surfaces using Extraction Plus (dilution: 2 oz. per 1 gallon water).

- k. Cleaning of Venetian Blinds – Remove all loose dust and dirt from blinds surfaces, using a treated cloth or duster. Accomplish full cleaning using a damp cloth and a Stride Cleaner, and evenly wipe all exposed surfaces. Turn blind slats to both sides for proper cleaning.
- 23. The OM&S Contractor through the Subcontractor shall provide the JCP required to perform the following tasks, in accord with the overall PPSB OM&S project schedule, the procedures specified hereinbefore, and the minimum JCP Staff proposed by the OM&S Contractor.
 - a. Daily activities except weekends:
 - i. General:
 - 1. Dust and polish the exterior of all directories, information desks and surrounds, and wall hung fixtures;
 - 2. Polish all railings, removing hand prints and maintain high luster;
 - 3. Clean ceiling tile panels if dirt exists;
 - 4. Clean and disinfect all public and private telephones;
 - 5. Clean local kitchenettes or coffee areas throughout the buildings;
 - 6. Clean staff lunch rooms including, but not limited to, microwave oven, refrigerator, and vending machines;
 - 7. Arrange furniture neatly;
 - 8. Clean custodial closets and all equipment used; keep orderly;
 - 9. Clean Elevators including floors, walls, switch panels, ceiling light recesses and tracks. Spot clean and polish Elevator doors, frame work and all bright metal;
 - 10. Remove all graffiti; contact Facilities Manager prior to doing any removal of graffiti;
 - 11. Clean all entrance and door glass and all hardware for each public entrance not less than four times daily. Spot clean all interior glass other than doors, making sure to remove fingerprints, etc;
 - 12. Spot wash fingerprints from doors, door casings, door frames, and light switches in office areas, corridors, stairways, restrooms, Elevators and lobby areas;
 - 13. Clean handrails, railing posts, stanchions, stairs, escalators, balusters and balustrades for all stairwells and balconies;
 - 14. In workshop area: clean floors, empty trash containers, dust and vacuum as appropriate to insure that working materials, stock, plans and work in progress are not disturbed;
 - 15. Clean sand jars, ashtrays, wall urns, and fire extinguishers and hose cabinets;
 - ii. Floor Maintenance, all buildings of PPSB project:
 - 1. Sweep all non-carpeted floors;
 - 2. Vacuum all carpeted areas;
 - 3. Sweep and/or vacuum all heavy traffic areas. Repeat, as necessary, throughout the day;
 - 4. After sweeping, damp mop all non-carpeted floor areas including, but not limited to, restrooms, corridors, stairways, vending areas, coffee stations, and lobbies;
 - 5. In non-carpeted areas, remove spills, black heel marks, gum, tar, etc., each day, as needed;
 - 6. In carpeted areas, remove spots and stains as needed; using EXTRACT PLUS (1:1 dilution) , or City approved equal;
 - 7. Sweep and wet mop loading dock areas;
 - iii. Exterior Finish Work:
 - 1. Sweep and hose down exterior entrance areas immediately adjacent to each building of the PPSB project, including steps, sidewalks and landings, and parking lot;
 - 2. Sweep all sidewalks, parking lot and entrance areas, keeping the areas free of accumulated trash and other debris; spread Calcium Chloride prior to

after snow events in order to keep areas free from ice and/or frozen precipitation, as needed to keep areas hazard free.

3. Remove trash debris and litter from all outside areas;
4. Empty trash containers and remove contents to specifically designated area and dispose of in prescribed manner;
5. Clean, polish and maintain appearance of any and all artwork.
Refer to Technical Provision, CSI Division 25;
- iv. Carport (see database for area), concrete surfaces:
 1. Empty all trash receptacles and replace liners;
 2. Remove all collected trash to designated area;
 3. Hand sweep entire area (where machine sweep is not applicable);
 4. Wet mop entire area (where machine scrub is not applicable) using J-SHOP 600 Super Strength Degreaser (dilution: 1:20) , or City approved equal;
 5. Machine sweep entire area;
 6. Machine scrub entire area using J-SHOP 600 Super Strength Degreaser, or City approved equal, and a brush (dilution: 1:20);
 7. Hand sweep all stairs, stairwells and landings;
 8. Pressure wash all walls and columns using J-SHOP 600 Super Strength Degreaser (dilution: 1:20) , or City approved equal;
 9. Pressure wash all stairs, stairwells and landings using J-SHOP 600 Super Strength Degreaser (dilution: 1:20) , or City approved equal;
- v. Parking garage, Parking lot and driveway:
 1. Empty all trash receptacles and replace liners;
 2. Remove all collated trash to designated area;
 3. Hand sweep entire area (where machine sweep is not applicable);
 4. Wet mop entire area using GP FORWARD General Purpose Cleaner, or City approved equal, and cold water (where machine sweep is not applicable);
 5. Machine sweep entire area;
 6. Machine scrub entire area using GP FORWARD Cleaner, or City approved equal, cold water, and a red cleaning pad;
 7. Hand sweep all stairs, stairwells and landings;
 8. Pressure wash all walls and columns using GP FORWARD Cleaner, or City approved equal;
 9. Pressure wash all stairs, stairwells and landings using GP FORWARD Cleaner, or City approved equal;
 10. Remove graffiti from all surfaces.
- vi. Exterior Building Aprons,
 1. Empty all trash receptacles and replace liners;
 2. Empty all ash receptacles and clean;
 3. Clear landscaped areas of trash and debris;
 4. Remove all collected trash to designated area;
 5. Continuous policing of entire area (to include leaves);
 6. Machine vacuum entire area;
 7. Hand sweep areas that cannot be machine vacuumed;
 8. Remove graffiti from all surfaces;
- vii. Graffiti Removal Procedure:
 1. Remove graffiti daily from all interior and exterior surfaces;
 2. Apply and remove graffiti remover as recommended by the manufacturer;
 3. Before applying graffiti removal/cleaning solvent to any surface, submit documentation to the PPSB Facilities Director verifying that the solvent will not damage the surface.
- viii. Restrooms:
 1. Refill dispensers (soap, paper towels, toilet tissue, sanitary napkins), and

- empty trash;
 - 2. Fully clean and disinfect all toilet bowls, sinks and showers;
 - 3. Wipe all counters, polish chrome, wipe partitions (both sides), and spot clean walls with TRIAD Germicidal Cleaner Deodorant. Sweep and wet mop floors using VIREX II 256 Germicidal Detergent and Deodorant, or City approved equal, and cold water;
 - 4. Clean mirrors using GLANCE Glass and Multi-Surface Cleaner, or City approved equal;
 - 5. Empty coin boxes on restroom vending machine and inspect machines for malfunction.
- ix. Offices:
- 1. Empty and damp wipe all trash receptacles and replace/change liners as required;
 - 2. Remove all collected trash to designed area;
 - 3. Dust all horizontal surfaces;
 - 4. Vacuum all carpeted areas;
 - 5. Using RUGBEE EXTRACTION PLUS (1:1 dilution) , or City approved equal, spot clean carpeted areas;
 - 6. Dust mop all hard surface floors with treated dust mop. Dust mop should be treated with CONQ-RDUST Liquid Dust Mop Treatment, or City approved equal, the night before it is used to avoid slippery floors;
 - 7. Mop all stains and spills using STRIDE Cleaner (for normal soils) or UHS Cleaner (for heavier soils) , or City approved equal, and cold water;
 - 8. Rearrange furniture as required;
 - 9. Dust all uncluttered desk tops, file cabinets, counters, sills and ledges within limits established by the OM&S Support Services Manager for protection of valuable papers and supplies.
- x. Corridors:
- 1. Empty all trash receptacles and replace liners;
 - 2. Remove all collected trash to designed area;
 - 3. Spot clean all walls, light switches and doors (including Elevators and stairwells) using GP FORWARD Cleaner, or City approved equal;
 - 4. Dust mop all hard surface floors with treated dust mop (including Elevator floors, stair landings and open closets). Dust mop should be treated with CONQ-R-DUST Liquid Dust Mop Treatment, or City approved equal, the night before it is used to avoid slippery floors;
 - 5. Damp mop or auto scrub with a red pad on hard surface floors using STRIDE Cleaner, or City approved equal, and cold water for normal soils. Use U.H.S. cleaner, or City approved equal, with cold water for heavier soils.
 - 6. Clean public telephones and booths using GP FORWARD Cleaner, or City approved equal;
 - 7. Completely clean and wet mop Elevator floors (freight and passenger) using STRIDE Cleaner, or City approved equal, and cold water;
 - 8. Spot clean door and interior side glass using GLANCE Glass and Multi-Surface Cleaner, or City approved equal;
 - 9. Dry burnish hard surface floor with high speed floor machine (2 times a week) using a beige pad;
 - 10. Clean and disinfect drinking fountains;
 - 11. Remove graffiti from all surfaces.
- xi. Stairs and Stairwells
- 1. Dust mop and spot mop stairs and landings. Dust mop should be treated with CONQ-R- DUST Liquid Dust Mop Treatment, or City approved equal, the night before it is used to avoid slippery steps;

2. Dust and spot clean hand rails, window ledges and stair ledges;
 3. Spot clean walls, light switches and doors using GP FORWARD Cleaner, or City approved equal;
 4. Dust mop all hard surface floors with treated dust mop;
 5. Damp mop entire area using STRIDE Cleaner, or City approved equal, and coldwater;
 6. Damp mop stairs, stairwells, landings using STRIDE Cleaner, or City approved equal, and cold water;
 7. Remove graffiti from all surfaces.
- xii. Computer Room Cleaning, PPSB:
1. Clean: the computer and LAN rooms located in the PPSB as listed hereinafter;
 2. Keep all vents clean and free of dust;
 3. Remove dust, dirt and debris from open floor areas with dust mops;
 4. Hard-to-reach areas including, but not limited to, the underside of equipment and furniture corners. Vacuum tops of all wiring and move wiring from side to side to reach underside;
 5. Perform an initial stripping, at the beginning of the contract period, then apply liquid based restorer to the floor. Plan additional applications, as necessary;
 6. Damp mop and polish floors with floor machine to maintain high luster;
 7. JCP must be in the rooms by 4:30 PM and out by 6:00 PM or as PPSB security allows;
 8. Provide identification of employees in order to gain access to the Computer Room areas;
- xiii. Holding/Secured Areas:
1. Assign JCP to clean secured areas each evening. Include inmate holding cells, secure corridors, Elevators, stairs, lobby ports and consulting rooms throughout the building.
 2. Clean these areas according to the above noted specifications with the exception of the following:
 - a. Thoroughly clean and disinfect all holding cell floors, walls and ceilings using an approved germicidal solution;
 - b. Remove any foreign matter from toilets and sinks;
- b. Weekly Activities During OM&S Contract Year:
- i. Regular Exterior Finish Work:
 1. Pressure wash entire areas surrounding the PPSB building with a battery or gas operated ride on scrubber;
 2. Pressure wash concrete with a Steam Geni, or City approved equal. Clean glass block using GLANCE Glass and Multi-Surface Cleaner, or City approved equal; clean all glass walls using GLANCE Glass and Multi-Surface Cleaner, or City approved equal;
 - ii. Offices:
 1. Damp mop all areas using STRIDE Cleaner, or City approved equal, and coldwater;
 2. Spray buff hard surface floors with high speed machine using SNAPBACK Spray Buff, or City approved equal, and a red pad on a 1500 RPM or less machine;
 3. Wash all counter tops and sinks using TRIAD Germicidal Cleaner and Deodorant, or City approved equal;
 4. Wash all cabinets, refrigerators, etc. using GP FORWARD Cleaner, or City approved equal.
 - iii. Restrooms:
 1. Wash all restroom partitions, both sides, using TRIAD Germicidal Cleaner and Deodorant, or City approved equal;

2. Thoroughly scrub and disinfect all private showers using CREW Foaming Shower Room Cleaner, or City approved equal;
- iv. Corridors:
1. Damp mop or auto scrub with a red pad the entire area using STRIDE Cleaner (for normal soils) or UHS Cleaner (for heavier soils) , or City approved equal, and cold water;
 2. Spot clean and polish Elevator doors, Elevator cars, etc. using GP FORWARD Cleaner, or City approved equal;
 3. Apply one (1) coat of KLEAN N' SHINE Restorer, or City approved equal, to floor surface and high speed burnish using a beige pad.
- v. Stairs:
1. Polish handrails, ledges, spot clean;
 2. Spray buff landings and other hand surface floors using SNAPBACK Spray Buff, or City approved equal;
 3. Other:
 - a. Dust all ledges, fixtures, shelf tops, etc. over six feet from floor. Dust all surfaces below normal reach including chair and table legs and rungs, baseboards, ledges, moldings, etc;
 - b. Dust and clean all lighting fixtures;
 - c. Dust, or wash if necessary, all grill work, duct vents, light vents, ceiling vent, ventilator and air return screens;
 - d. Dust and clean vending machines;
 - e. Polish and hand vacuum furniture in offices, judge's chambers, courtrooms, conference rooms and public areas;
 - f. Dry walk-off mats;
 - g. Furniture polish desk, and desk carrels;
 - h. Clean glass walls;
 - i. Clean, polish and maintain interior hard surfaces per industry standards.
- c. Monthly Cleaning Activities During OM&S Contract Year:
- i. Offices:
1. Dust all chair and table legs and rungs, baseboards, ledges, moldings, shelves, door frames, pictures and vent doors, clocks, graphs and similar wall hangings. Spot wash as needed;
 2. Spot clean all horizontal and vertical surfaces, removing fingerprints, smudges and stains using GP FORWARD Cleaner, or City approved equal;
 3. Thoroughly clean all telephones including ear and mouth pieces using TRIAD Germicidal Cleaner and Deodorant, or City approved equal;
 4. Vacuum all fabric office furniture including chairs and couches;
 5. Detail vacuum corners and edges;
 6. Treat wood paneling as appropriate and directed with suitable oils, polishes, or preservatives to prevent cracking, grazing, and other deterioration;
 7. SPRAY BUFF, or City approved equal, as appropriate to the floor surface;
 8. Dust and clean blinds;
 9. Steam clean all large trash cans as directed by the OM&S Contractor's Support Services Manager;
 10. Dust and damp cloth all metal Elevator lobby ceilings with approved cleanser;
 11. Bonnet buff carpeted traffic lanes and hallways using Rugbee Release Concentrate, or City approved equal, and a rotary floor machine with a yarn or carpet pad;
 12. Dust Venetian blinds;
- ii. Restrooms:

1. Machine scrub all restroom floors using VIREX 256 Germicidal Detergent and Deodorant, or City approved equal;
2. Dust and clean all exhaust and return air vents.
- iii. Corridors:
 1. Dust all surfaces above normal reach including sills, ledges, moldings, shelves, door frames, Elevator frames, pictures and vents;
 2. Dust all surfaces below normal reach including baseboards, ledges, moldings, etc.
- d. Quarterly Cleaning Activities During the OM&S Contract Year:
 - i. General:
 1. Wash and clean the interior of all window ledges, mullions, and hardware;
 2. On a predetermined schedule developed in cooperation with the OM&S Project Manager, wash and clean ceilings, walls, woodwork, fixtures, etc;
 3. Vacuum and suitably clean fabric, paper, and vinyl wall coverings in public areas, hallways, restrooms, and office areas of the buildings;
 4. Treat and preserve marble wall surfaces as directed by the PPSB Facilities Director;
 5. Vacuum draperies, repair hemlines, and otherwise suitably maintain window coverings in all public and office areas of the buildings;
 6. Clean, polish and refinish all exposed metal banisters, railings, wall sconces and lighting fixtures.
- e. Six Times per Year: Cleaning Activities During the OM&S Contract Year:
 - i. General:
 1. Pressure wash all exterior stairwells, landings and all PPSB aprons, and hard surfaces walkway areas with J-SHOP 600 Super Strength Degreaser, or City approved equal, six (6) times per year.
- f. Four Times per Year – Cleaning Activities During the OM&S Contract Year:
 - i. Corridors
 1. Top scrub hard surface floors with machine using GP FORWARD Cleaner, or City approved equal, and a green pad to remove dirt and marks; re-coat with two (2) coats of CAREFREE Floor Finish, or City approved equal.
- g. Three Times per Year – Cleaning Activities During the OM&S Contract Year:
 - i. Carpeted Surfaces:
 1. Bonnett buff carpet in offices using Rugbee Release Concentrate, or City approved equal, and a rotary floor machine with a yarn or carpet pad;
 2. Carpeted extraction should be done as needed using a carpet extraction machine and RUGBEE Extraction Plus (1 to 2 ounces of RUGBEE Extraction Plus with each gallon of water depending on soil load), or City approved equal.
- h. Two Times per Year – Cleaning Activities During the OM&S Contract Year:
 - i. Offices:
 1. Top scrub hard surface floors using GP FORWARD Cleaner, or City approved equal and a green pad. Apply two (2) coats of CAREFREE Floor Finish, or City approved equal;
 2. Wet wash all air vents.
- i. Once per Year – Cleaning Activities During the OM&S Contract Year:
 - i. All Spaces:
 1. Wet wash all Venetian blinds.
 - ii. Offices:
 1. Strip hard surface floors with BRAVO 1500+ Heavy Duty Stripper and coat with four

(4) coats of CAREFREE Floor Finish, or City approved equal.

iii. Corridors:

1. Strip hard surface floors with BRAVO 1500+ Heavy Duty Stripper and coat with four
(4) coats of CAREFREE Floor Finish, or City approved equal.

c

iv. Other Areas:

1. Strip hard surface floor with BRAVO 1500+ Heavy Duty Stripper and coat with four

(4) coats of CAREFREE Floor Finish, or City approved equal, one (1) time per year;
2. Top scrub hard surface floors with machine using GP FORWARD Cleaner, or City approved equal, and a green pad to remove dirt and marks; re-coat with two (2) coats of CAREFREE Floor Finish, or City approved equal.

j. Occasional Cleaning Tasks during the OM&S Contract Year:

i. General:

1. Clean up water from plumbing fixture overflows;
2. Clean up entrances to the buildings during inclement weather;
3. Install, replace, remove walk-off mats from entrance vestibules;
4. Provide janitorial services in support of construction activities as required.

24. Window Cleaning and Cleaning of Glass Enclosure – Clean all interior glazed construction, such as windows, doors, transoms, office partitions, escalator enclosures, foyers, etc. Include cleaning of frames and exit signs.

- a. Complete the work by leaving all windows clean and free of streaks. Remove all excess water solvent from adjacent surfaces;
- b. Before beginning work, provide adequate barricades and temporary closures, as required, to protect City employees and pedestrians;
- c. Clean all such glazed construction of the PPSB project, four times a year;
- d. Cleaning of exterior fixed sash windows and glazing, other than doors and transoms covering in this Technical Provision is specified under “Division 24, Window Washing”.

25. Consumable Supplies and Durable Equipment requirements for Janitorial/Custodial Work – All cleaning Consumable Supplies, including, but not limited to: cleaning liquids; waxes; cleansers; sealers; deodorants; sprays and similar cleaning agents required for this Technical Provision of the OM&S Contract; required for each year of the contract, shall be provided, complete by the OM&S contractor; costs should be included in the Financial Section of the Proposal.

- a. Costs are reconciled based on actual costs; actual costs are based on submission of receipts for supplies.
- b. Stock, secure, monitor and distribute same to the Subcontractor for use;
- c. The OM&S Contractor shall provide, as a minimum, the items of durable equipment described in the “Durable Equipment” table, items F.5.1 thru F.5.10, on page 132 of this RFP, as required to carry out the work of this Technical Provision. All durable equipment provided for the work of the Technical Provision shall remain the property of the OM&S Contractor, who shall retain title to and full responsibility therefore;
- d. The Proposer may base his/her response to this BV RFP on a larger, or different mix of durable equipment, in that event must quantify such differences in their BV RFP response, and justify any differences in the Pricing Section of their BV RFP response. The OM&S Proposer agrees, by accepting the quantities of listed in the “Durable Equipment” table, that such quantities are adequate to the coverage required by the PPSB work scope, physical conditions, and objectives for quality results, specified. The OM&S Contractor shall delegate and supervise the use and operation of durable items F.5.1 thru F.5.10 to his/her selected subcontractor.

26. The Subcontractor shall provide and maintain an adequate stock of good quality miscellaneous Janitorial/Custodial equipment, as required to achieve the performance and quality objectives of the OM&S PPSB RFP. The equipment shall be new at the start of the OM&S Contract, and shall be replaced to maintain like new condition, as required at no additional charge to the City, and shall include, but not be limited to:
- a. Mops
 - b. Sponges
 - c. Polishing Cloths
 - d. Cleaning Tools
 - e. 50' Extension Cords
 - f. 44-gal. Mobile Brute Cans
 - g. 9-Pocket Brute Caddies
 - h. Maid Carts (provide one for each heavy and each light cleaner).
 - i. Toy Brooms
 - j. Dairy Upholstery Brushes
 - k. Extension Wood Dusters
 - l. Spray Bottles
 - m. Dust Pans and Brushes
 - n. Wet Mop Frames and Handles
 - o. Hand Buckets
 - p. 35 QT. Bucket/Down press Wringer
 - q. Trash Tilt Truck
 - r. Porta-Vacs
 - s. Cleaning Rags, Cloths

Note: Provide new mops, sponges, polishing cloths and other cleaning tools regularly, and clean daily.

27. OM&S Contractor shall supply a complete assortment of replenishable sanitary supplies for use in all restrooms throughout the PPSB. The OM&S Contractor shall: take delivery; store; secure; control; issue; monitor consumption and provide recommendations to the PPSB Facilities Director, relative to adequacy and suitability of the Replenishable Restroom Supplies. The OM&S Contractor shall use the Subcontractor to carry out the physical work of replenishment and shall prepare a summary evaluation and report on the relative merits of this procedure three months prior to the end of each OM&S contract year. The OM&S Contractor shall, at his/her expense, replace any consumable stock which is mismanaged, by OM&S personnel.
28. The OM&S Contractor shall provide the following equipment listed in the Durable Equipment Requirements Table on page 132 for use during the full year of the OM&S Contract, to be used by the subcontractor in completing Janitorial/Custodial work specified in the RFP, or as required to achieve the project objectives and quality described or implied herein. The listed equipment described herein, is the minimum standard acceptable by the City on the OM&S PPSB Project.
29. Prior to initiation of the work, the selected OM&S Contractor shall submit a listing of new equipment by brand name which he/she proposes to be used to perform the required cleaning services. Equipment is subject to approval of the PPSB Facilities Director. The selected OM&S Contractor shall have available equipment which may be required for disaster services (e.g., pressure washer, wet-vac, steam cleaner, etc.) and shall be able to bring such equipment to the PPSB Facilities in the event of an emergency or disaster to expedite clean up. Such emergency clean-up equipment shall be provided to the PPSB Facilities within twenty-four (24) hours of the occurrence of disaster, is so requested. Emergency and disaster services shall be considered changed conditions to the basic contract, and shall be administrated by the PPSB Facility Director in accordance with: the General Provisions, Differing Site Conditions Section; General Provisions, Changes Section; and/or General Provisions, Negotiated Payment Provisions Section.
30. The PPSB Facility Director reserves the right to call upon the services of experts to assist in disaster clean-up and/or replaced at OM&S Contractor's expense within 24 hours. The OM&S Subcontractor shall be responsible for maintenance and security of all Durable Equipment used during the term of the OM&S PPSB Contract. Clean, polish and maintain all Durable Equipment in a professional manner. Clean wheels of all Durable Equipment daily to prevent tracking dirt, black marks, or wheel

marks on floors.

30. The Medical Examiner's Office (MEO) requires special consideration for custodial services:

ROOM/AREA #	ROOM/AREA NAME	PROPOSED CLEANING REQUIREMENT	COMMENT
GENERAL			
General	General	Cleaning firm will need to understand that cleaning waste may contain blood and chemicals and will need to dispose accordingly.	MEO personnel will be cleaning the areas with the highest concentration of blood and chemicals so cleaning firm should only encounter residuals.
General	Corridors and Elevator Lobbies on both floors plus vestibule on First floor	Cleaning firm can perform 5 days a week after hours but will need to understand that cleaning waste may contain blood and chemicals near autopsy and laboratory rooms and will need to dispose accordingly.	Cleaning firm may clean some corridors at the same time that adjacent rooms are being cleaned. Third floor Tox Lab rooms will need to be cleaned during office hours with staff present and First floor autopsy rooms will need to be cleaned after hours.
General	Toilets and Lactation Rooms on both floors	Cleaning firm to clean 5 days a week after hours	Some toilets connected to lockers and showers on First floor
General	Janitor's Closet, Electrical Rooms and other building support rooms	Clean occasionally as requested	

1 st LEVEL			
01-119, 01-118, 01-095, 01-117, 01-093, 01-094, 01-091, 01-081, 01-080, 01-067, 01-066, 01-065, 01-049, 01-051, 01-048, 01-047, 01-052, 01-044, 01-045, 01-043, 01-042	Technician's Supervisor's Office, Technician's Break Room, Investigations Supervisor Office, Investigations Conference Room, Break Room, Restrooms/showers, Lobby Reception Area, Conference Room, Family Rooms, Social Worker's Offices, Open Clerical Office Area, Clerical's Supervisor's Office	Rooms and areas must be cleaned after hours to avoid disruption to families, social workers and staff, no requirement for a MEO staff person to be present	MEO staff will be asked to secure confidential and sensitive materials at the end of the day before leaving work. Therefore, desk and table surfaces should be clear for cleaning 5 days per week.
01-139, 01-129	Deliveries and Receiving	Common area for all departments on First floor, cleaner will need to coordinate time of cleaning	MEO would prefer cleaning to occur at same time as Sally Port cleaning
01-083, 01-085, 01-085B, 01-084, 01-148, 01-140, 01-113, 01-109, 01-108, 01-107, 01-106, 01-078	Morgue Autopsy Stations, Iso Autopsy Suite, and Anthropology/Odontology Suite	Thorough cleaning of floors and countertops should be completed daily after hours.	MEO staff cleans stations and mops floors where obvious spills occurred so only residual material should be present.
01-096, 01-097, 01-092, 01-089, 01-075, 01-099, 01-100, 01-127, 01-128, 01-101, 01-074, 01-103, 01-079, 01-077, 01-076, 01-104, 01-053, 01-050, 01-039, 01-038	Storage Areas (Secure Evidence, Tissue, etc.), Coolers and Freezers	Rooms to be completed on an as-needed basis.	No daily cleaning required, only if requested.
3 rd LEVEL			
03-079, 03-082, 03-083, 03-085, 03-087, 03-034, 03-033, 03-032, 03-031, 03-001, 03-024, 03-002, 03-003, 03-028, 03-027, 03-022, 03-017, 03-004, 03-005, 03-006, 03-007, 03-008, 03-009, 03-010, 03-011, 03-020, 03-049, 03-012, 03-013, 03-016, 03-015, 03-014	Conference rooms, library, offices, break room, copy/print areas and informal workspace	Rooms and areas can be cleaned either during work hours or after hours, no requirement for a MEO staff person to be present	MEO staff will be asked to secure confidential and sensitive materials at the end of the day before leaving work. Therefore, desk and table surfaces should be clear for cleaning 5 days per week.

03-091, 03-067, 03-064, 03-063, 03-061, 03-060, 03-057	Tox Lab (Instrument Clean, Instrument Dirty, etc.) and support rooms	Rooms can only be cleaned during work hours and MEO staff must be present at the time of cleaning	MEO tox lab staff hours are 8 am to 4 pm on weekdays
03-096, 03-086, 03-084, 03-095, 03-072, 03-088, 03-090, 03-070, 03-065, 03-059, 03-058, 03-056, 03-030, 03-040, 03-026, 03-029, 03-019, 03-018, 03-050	Storage Areas, Coolers and Freezers	Rooms to be completed on an as-needed basis.	No daily cleaning required, only if requested.
03-098, 03-052, 03-051	Future Expansion Rooms	Rooms to be completed on an as-needed basis.	No daily cleaning required, only if requested.

31. Durable Equipment Requirements Table

CSI DIVISION	RFP SECTION	DESCRIPTION	TOTAL QUANTITY REQUIRED	
20000	F.5.1	4 STATION SOLUTION CENTER	1	
20000	F.5.2	AUTO SCRUBBER UNIT CODE: SMC-CH123	1	
20000	F.5.3	PRESSURE WASHER UNIT CODE: SMC-124	1	MOBILE-USE THROUGHOUT PPSB
20000	F.5.4	VACUUM UNIT CODE: SMC-CH125	1	
20000	F.5.5	FLOOR BUFFING MACHINE, 175 RPM UNIT CODE: SMC- CH126	2	
20000	F.5.6	FLOOR BURNISHER 1500 RPM UNIT CODE: SMC-CH127	1	
20000	F.5.7	VACUUM, COMMERCIAL UPRIGHT UNIT CODE: SMC- CH129	20	
20000	F.5.8	POWER SWEEPER SCRUBBER UNIT CODE: SMC-CH130	1	
20000	F.5.9	BATTERY POWERED BURDEN CARRIER UNIT CODE:	1	
20000	F.5.10	SINGLE BUTTON SOLUTION DISPENSER I TO F.5.1	10	
20000	F.5.11	AQUA PRO XP CARPET EXTRACTOR	1	

Notes: 1. Equipment shall remain property of OM&S Contractor.

2. Install in location directed by PPSB Facility Director.

2.53.18 SECURITY GUARD REQUIREMENTS

Scope of Basic Services

1. The responsibilities of the OM&S Contractor relative to this Technical Provision include, but are not limited to:
 - a. Providing all Security Guard Personnel (SGP), for the PPSB under subcontract.
 - b. Providing all management and quality control supervision of the subcontract:
 - i. By conducting operational tours using the City's Patrol Tour System(PTS);
 - ii. Tracking and controlling service calls to the respective Building Manager (BM); creating plans of action and problem solving for special situations/projects;
 - iii. Inspecting and controlling uniforms/appearance and subcontractor's training ofSGP;
 - iv. Providing unannounced inspections of SGP (while actually on a tour), at least three times per week.
 - v. Originate and maintain a log of such inspections kept current by the each Building Manager, on a biweekly basis. Review the log with the PPSB Facility Director on a monthly basis. Note in the log: date; time; location; name of inspection; the SGP inspected; notation of unusual occurrences; disciplinary problems; and any actions taken by the OM&S Contractor/SGP to bring necessary closure;
 - vi. If and when directed by the PPSB Facility Director, providing the presence of the Corporate Account Manager of the subcontractor within four (4) hours of an emergency; disciplinary problem, SGP removal, or similar matter.
 - vii. Routine administrative type problems will require an on-site visit by the Corporate Account Manager within twenty-four (24) hours after notification of the OM&S Contractor by the PPSB Facility Director.
 - viii. Providing a Transition Plan describing mobilization of staff, and equipment to meet the OM&S PPSB occupancy schedule;
 - ix. Preparing an initial Security Management Plan (SMP) to detail the OM&S Proposer's statement of the staff size of SGP;
 - x. Annual updating of the SMP, including: OM&S Contractor's recommendations for the following year; analysis of efficiency; justification staff size, staff mix, and schedule for SGP;
 - xi. Proactively recommending change to the SGP level as a result of City reduction, if any, into the future, in PPSB Facility Director percentage occupancy, and space used, compared to present levels;
 - xii. Within forty-five (45) days from the date of the Notice to Proceed, the OM&S Contractor and his/her subcontractor shall provide all supervision, labor, training, materials, supplies, tools, equipment, transportation, services and all incidental items for the PPSB, not specified, but reasonably implied or necessary to satisfactorily complete all security functions outlined in this RFP.
 - xiii. The selected OM&S Contractor shall provide, and obtain PPSB Facility Director approval of, an original security staffing and scheduling program not less than two (2) weeks after commencement of on-site work. Define the number of Security Supervisors and other personnel assigned to each crew, the specific functions of each Supervisor and crew members and the procedures to be utilized in the performance of the OM&S contract. Schedules shall include a breakdown of SGP activities, indicating times and locations covered. Breaks and lunches shall be indicated on the schedules and shall be staggered so that continuous coverage by the security guard is provided for the PPSB. All schedules will be subject to the review and approval of the PPSB Facility Director;
 - xiv. A Supervisor shall be scheduled for a single shift for each building. Select and train one member of the SGP staff assigned to a building during the absent time of the building Supervisor, to serve as an acting Supervisor;
 - xv. Through the designated Subcontractor, train and instruct SGP performing under the contract, provide a list of all personnel, report any changes in security personnel, immediately. On-site changes in SGP supervisory personnel reporting to the OM&S Contractor are subject to review and approval of the PPSB Facility Director;
 - xvi. Instruct and fully inform all of SGP that, in some cases, they will be working in areas where confidential and privileged information is stored, and that individuals caught stealing or making any information available to outside parties will be prosecuted to the full extent of the law;
 - xvii. Comply with restrictions relative to a limited number of off-limit spaces within PPSB, where SGP are not permitted access;

- xviii. Inform the subcontractor and SGP that the use or possession of alcoholic beverages, drugs or weapons of any nature is strictly prohibited. Violation of this regulation shall cause: immediate removal of the employee; barring him/her from any further work on City property; and the OM&S Contractor shall be liable for all damages and costs available to the City under the Contract, equity, and all applicable laws. An incident is defined as any deficiency in work performance or failure to comply with the terms and conditions of this contract on a per occurrence basis. All OSSF, and SGP are required to use the OM&S Contractor's time clock(s) when reporting for duty and at the completion of their shift;
 - xix. Directing the Subcontractor to provide a Security Supervisors (or designee), who must be on duty for all shifts of SGP during stated hours of the building business occupancy, and shall be responsible to the OM&S Contractor for management plans, decisions and action items relative to the PPSB work under this Technical Provision, involving: lessons learned; planning future schedules and accommodation of City events/activities; improvement of services and assurance of high quality performance of SGP;
 - xx. Handling and resolving any and all disputes between SGP including disputes between the Supervisors and SGP staff. The OM&S Contractor shall not look to the PPSB Facility Director, to be an arbitrator in such disputes. In the event the OM&S Contractor deems it necessary to take disciplinary action against any SGP staff, including termination, present written justification to the PPSB Facility Director. The PPSB Facility Director shall have the absolute right to instruct the OM&S Contractor to remove any SGP from the PPSB, when in the PPSB Facility Director's sole judgment said staff member, including Supervisor, is consistently performing his/her duties improperly or acting in a manner injurious to the reputation of the City and/or the PPSB project;
 - xxi. The subcontractor shall furnish all SGP, complete with uniforms, and equipment (arms and accessories), as specified herein. The minimum security staffing for all SGP is described in Part V of OM&S Proposed Documents Section. The Proposer shall: include in his/her response any increases to the stated minimums, that he/she claims to be necessary to achieve the results specified herein; include all costs for equipment in the pricing section of his/her response; include all costs of SGP staff and Subcontractor's management of SGP staff in the stated pricing for the Subcontract. The Proposer attests by submitting his/her proposal that the SGP staff size and mix included in his/her Pricing Proposal are adequate to achieve the performance requirements and objectives of this BV RFP relative to PPSB Project Security.
 - xxii. Any OM&S Contractor's claim for additional cost will not be honored, if:
 - 1. It has resulted from inadequate, inferior OM&S Contractor control and management;
 - 2. It does not result from clearly defined, advanced agreements that changed conditions are the cause; and
 - 3. The requirements of the "Billing for Extra Work and Material Purchase" section of Part II. Scope of Work are not met.
2. The Force Labor and Material Account (FLMA) as defined in the General Provisions is intended to provide funding of material and/or labor for work required of the OM&S Contractor under a variety of conditions outside the scope of Basic Services quantified herein.
 3. The subcontractor through the OM&S Contractor shall provide:
 - a. Security Supervisors, one for each shift, for the PPSB project;
 - b. Security Guards, not required by assignment to be armed;
 - c. Security Guards, required to carry nightsticks and handcuffs;
 - d. Security Guards, required to carry firearms, nightsticks and handcuffs.
 4. The subcontractor shall:
 - a. Comply with all city, state, local, national, applicable codes, and all authorities having jurisdiction.
 - b. Maintain adequate full-time trained professional personnel to provide PPSB project security.
 5. If for any reason, the OM&S Contractor is faced with a work stoppage, or other interferences, all SGP shall continue to report for duty, remain on their posts, discharge their duties in the regular manner and discharge such other PPSB project protection duties as are determined to be necessary and proper, under the circumstances, by the PPSB Facility Director. Should the OM&S Contractor fail to continue to perform, for any reason, the PPSB Facility Director may arrange for guard service to be performed as specified under this agreement, the City may arrange for guard service to be performed by other guards, in which event, the OM&S Contractor shall be responsible to the City for all expenses incurred in such performance in excess of the price specified in the OM&S BV RFP response and formal OM&S Contract. It is understood that if the OM&S Contractor is unable to provide the stated level of necessary SGP, the City will provide equivalent manpower at a competitive rate.

6. The subcontractor shall develop and maintain a documented, on-going training program to reinforce the minimum performance standards established by this RFP. Conduct an initial training session with a minimum of 16 hours of program training for all SGP, and including but limited to the following:
 - a. City restrictions on arrests, and search and seizure;
 - b. Control, detection and reporting of fires, the use of portable firefighting equipment;
 - c. Proper use of radios and other equipment;
 - d. Preparation of reports – report writing;
 - e. Restrictions on use of force;
 - f. Department of Public Property policy re: courtesy and conduct.
 - g. Procedure for summoning the Philadelphia City Police. In emergency cases, the SGP may summon the Philadelphia Police Department directly; in all other instances, notifications shall be made through the Security Supervisor;
 - h. Terrorist awareness
7. The expenses that may be created by the loss of keys entrusted to the OM&S Contractor and through his/her subcontractor, such as: re-keying of a building, or portions thereof, because of unauthorized duplication or loss by the OM&S Contractor, shall be paid by the OM&S Contractor.
8. The OM&S Proposer shall provide the following general information on the subcontractor he/she proposes for the subcontract:
 - a. Evidence that subcontractor is a bona fide security services company, and has sufficient experience performing the type of work required and has provided complete and comprehensive similar programs;
 - b. Letters of reference from customers or copies of contracts detailing experience in providing security services in at least three (3) prior or current contracts of similar size, scope, and complexity as that which is outlined in this RFP, and complete the following:
 - c. Customer References for subcontractor, other than an employee or department of the City of Philadelphia, (excluding suppliers or financial institutions). The following information shall be provided: Firm Name; Address; Contact Name; Phone #; Type Work; Years dealing with subcontractor;
 - d. Previous purchase order(s)/contract(s) with the City; (State “None” if applicable) P.O. Contract #: Department: Contact Name: Phone #: Item(s);
 - e. Evidence of the necessary resources to implement the security service subcontract, provide the necessary support and customer service functions, and ability to remain throughout the contract period in full compliance with any and all applicable certification, permit and licensing requirements as required to perform the full scope of work as described in this RFP;
 - f. Evidence of ability to make available for its use when needed all personnel and technical support as specified herein;
 - g. A complete report on any and all involvement, (to include subcontractor’s parent company), of any current or past (last five (5) years) litigations, lawsuits, etc. and redress/remedy received or paid;
 - h. A summary of the subcontractors employee turnover rate for the past four (4) years including the calendar Period 2013-2016;
 - i. Certification from the OM&S BV RFP Proposer that he/she has exercised due diligence review of the Subcontractor’s financial strength and he/she is assured that the subcontractor can deliver the required services over the period of the OM&S Contract.
9. The subcontractor shall: provide a Private Detective Agency Bond and License Bonds, (must be posted by the Security Guard Service in accordance with the Commonwealth of Pennsylvania regulations); must be a licensed agency in the Commonwealth of Pennsylvania; and must conform with City Ordinance Title 21, Chapter 21-1000, Section 21-1001.
10. Security Guards, who are required to carry firearms, must have had Pennsylvania Act 235 Certification training prior to assignment. ACT 235 cards are required, and must be shown upon request to management. These guards shall not be deployed without cards in his/her possession.
11. All SGP shall have experience commensurate with type of duty to be performed and will be literate, i.e., will be able to read and understand printed regulations, detailed written orders, training instructions and will be able to compose reports which will convey full information of events pertaining to his/her shift. All SGP will be subject to a background check by the City. The OM&S contractor must utilize Sterling Testing Systems Inc., or City approved equal, for conducting background checks. Upon discovery of an active warrant the person will be removed and/or barred from the PPSB. If necessary the authorities shall be notified by the OM&S contractor. Upon discovery of conviction records which do not comply with contract guidelines (any non-traffic related offense) the OM&S contractor must contact the PPSB Facility Director through fax and/or e-mail and the PPSB Facility Director will decide if action needs to be taken. The PPSB Facility Director reserves the right to summarily remove him/her from duty. If this occurs, the OM&S Contractor will be notified and a replacement must be provided immediately by the OM&S Contractor.

12. Uniforms, Equipment and Appearance. The subcontractor shall furnish all SGP with standard uniform (consisting of pants, jacket, hat, nametag, etc.) and shall display an approved sign or emblem indicating that the premises are being protected by them. Subcontractor badges shall be prominently displayed on all SGP's uniforms and caps. SGP shall be equipped, when appropriate, with OM&S Communicator, flashlight, police whistle, notebook and pen, and other equipment as needed to perform their duties. All SGP must maintain outstanding personal and uniform appearance, and grooming standards; all SGP must be in full uniform while on duty. Uniforms shall be non-military type and shall be conservative in color (blue, black, brown, grey, etc.). Any article which inhibits SGP from performing his/her duties is prohibited. This includes sunglasses, headsets, earphones and reading material.
13. Reports. SGP must report regularly to the Building Manager (BM). Maintain a continuous written log of all SGP activity, including details of any matters or occurrences pertinent to the security of the PPSB. Submit a written weekly summary of daily reports to the BM. Cover all matters of security interest and include recommendations, if any, to: improve the security program; to enable more effective administration; or to point out security deficiencies. Any emergency or abnormal condition must be verbally reported at once to the BM, or his/her duly appointed representative. File a complete written report with the PPSB Facility Director within 1 day of such condition.
14. Orders. Issue general and specific orders in writing to all SGP listing all applicable duties and emergency phone numbers. All general and specific orders shall be prepared by the BM, reviewed by the Project Manager and approved by the PPSB. Conduct periodic examinations and inspections to ensure thorough understanding of and compliance with all orders. Ultimately, all changes in orders shall be subject to the approval of the PPSB. A prohibition against using City telephones for personal calls shall be included in orders issued to the SGP. Include a prohibition against use of: alcohol; narcotics; abusive language while on duty in orders to all SGP.
15. Visitor/Employee Control. SGP shall maintain law and order while City agencies are in operation. All City employees shall be required to show proper identification to the security guard upon his/her request while on duty.
16. The scope of security work, and related details, required of the OM&S Contractor includes, but is not limited to the following:
 - a. Protect all employees at the specified location from bodily harm or injury;
 - b. Protect all materials and equipment against access by unauthorized persons, loss, theft or damage;
 - c. Perform other such functions as may be appropriate and necessary in the event of situations or occurrences affecting the security of facility, such as fires, accidents, internal disorders, emergencies, sabotage, or other criminal acts, etc.;
 - d. Observe all persons entering or leaving premises keeping out undesirables; check identification and control access of persons entering or leaving City agencies; when requested by using agency, attendance at court hearings on related issues;
 - e. Direct visitors to section of building in which they are permitted and prevent their entering sections restricted to unauthorized personnel;
 - f. If conditions raise any questions, examine packages, briefcases, etc. before permitting egress to anyone, including employees, and ask anyone to leave the building, maintain law and order while agencies are in operation and while visitors are using the building's facilities;
 - g. Apprehend persons gaining unauthorized access to facilities. Remove and/or detain any unruly persons until police arrive;
 - h. Security shall call Police Dept. immediately, before using any force for removal of undesirables or maintaining order. Armed security guards shall follow established procedures;
 - i. If, for any reason, the regular assigned SGP staff member is unable to report, the BM shall fully brief the substitute as to his/her general and special orders and preparation of reports in connection with the described functions. Substitute SGP shall receive detailed instructions on SGP responsibilities from the BM, or acting BM, during the substitute SGP's normal working hours. Report such occurrences immediately to the OM&S Project Manager;
 - j. Continuous patrols, and related duties as required;
 - k. If the subcontractor states/justifies a need for overtime, and if recommended by the OM&S Contractor as a Changed Condition to the OM&S Contract, overtime rates may apply, all with final approval by the PPSB Facility Director. Failure of the Subcontractor through the OM&S Contractor to provide scheduled SGP, (thereby causing extra time of other SGP) shall not be an acceptable basis for a claim under Changed Conditions.
 - l. Compliance with applicable Federal, State and/or City laws, in force as of the OM&S Contract date, or which may be enacted during the term of the OM&S Contract.

- m. Using the OM&S Contractor furnished OM&S Communication Radio System, maintain constant communication with the OM&S Command Center and the respective Security Supervisor. Establish a controlled level of voice communication generally and specifically such that in the event of an emergency, uninvolved building inhabitants do not become party to building operational issues. Do not leave two way radios at volume levels that alert uninvolved building inhabitants to security issues.
- n. Conduct regular weekly briefing meetings between: the BM and the SGP assigned to a specific building; as well as the OM&S Project Manager;
- o. Establish and maintain awareness that clients of the PPSB may have serious mental, personality, and/or social problems. Control and intervention with respect to this population should be exercised with care and understanding;
- p. All SGP shall maintain control of himself/herself, in order to be effective in controlling and monitoring behavior on the project site. Physical intervention may not be necessary or expected except in cases required for protection of self/client/staff/valuables, in which cases, physical force to the extent necessary to protect and control is expected. Police intervention is warranted if clients are unresponsive to verbal intervention or a situation seems potentially dangerous;
- q. Operate from designated security stations. Assigned SGP shall circulate through public areas to provide a security presence and to be available in the event of a crisis;
- r. Fraternization and familiarity with employees, and clients of City Departments, that may serve as a distraction from the specified duties on the job site is to be discouraged. Establish a responsive security service for the OM&S project.
- s. Carrying of guns or other lethal weapons except as specified herein is prohibited. Use of canine security is prohibited.
- t. Chemicals and other substances to control individuals are not permitted;
- u. The use of telephones is prohibited except for work-related business which must be approved by the BM and PPSB Facility Director. Certain phones are restricted, comply with policy established by the PPSB Facility Director;
- v. Do not walk behind departmental reception desks, or departmental client reception areas, do not sit at desks in department areas, do not lean on reception area counters, or otherwise congregate in areas which obstruct departmental use, unless responding to a security need;
- w. Use firm, confident, modulated speaking tone when conducting all security business. Shouting of any kind is not permissible, approach the party to conduct communications, maintain assurance, avoid profanity;
- x. Avoid becoming involved in any business not related directly to OM&S PPSB Security;
- y. Maintain order and an environment free from violence and disorderly behavior;
- z. All SGP must report to the Security Supervisor or the respective Building Manager when appearing for the beginning of each shift;
- aa. Security Supervisor shall schedule coverage of all SGP relief for break, lunch hour;
- bb. Maintain an alert status for potential crises, react to loud voices, disruptiveness, and potentially dangerous behavior by providing a physical presence and support of City Department Personnel;
- cc. Conduct periodic examinations and inspections (by the OM&S Contractor), to insure thorough understanding of and compliance with all orders. All changes in orders shall be subject to the approval of the PPSB Facility Director;
- dd. The areas of deployment and coverage for the PPSB shall include but not be limited to: the DPP Command Center, ground level MEO/Delivery docks, and below ground DPP delivery dock.
- ee. The OM&S Contractor's OSSF, JCP, and SGP shall not sign a complaint on behalf of the PPSB Project, the PPSB Facility Director, or the Department of Public Property. Any such request from any authority other than the Department of Public Property, City of Philadelphia to sign a complaint, shall be referred to the PPSB Facility Director.
- ff. The PPSB Facility Director shall have sole discretion in replacing any member of the SGP; and the OM&S Contractor shall, within twenty-four (24) hours notification, replace such designated individual.

17. Minimum Staffing/Coverage Requirement for SGP Subcontractor

a. The following table provides minimum coverage requirements regarding the SGP subcontractor:

PPSB						
Position	Shift	Per day	Week	Weekend	Total Hours for Week	At 52 weeks
Supervisor	7:00 am – 3:30 pm	8	40		40	2080
Command Center	24/7 (7:00 am – 3:00 pm, 3:00 pm – 11:00 pm, 11:00 pm – 7:00 am)	24	120	48	168	8736
Delivery/MEO Dock	7:00 am – 6:00 pm	11	55		55	2860
Delivery/DPP Dock	7:00 am – 6:00 pm	11	55		55	2860
Swing guard (2)	10:00 am – 6:00 pm	16	80		80	4160
	TOTALS	70	350	48	398	20696

Note: Security coverage is required at the PPSB on the six (6) major holidays: New Years Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day and Christmas Day. Two (2) Guards on day shift, (1) guard on 2nd and 3rd shift.

*The Philadelphia Police Department will be responsible for the security of the remainder of the building to include:

- * HQ Command Center
- * Visitor Entry
- * Main Lobby
- * Staff Entry
- * 15th Street Ramp Access
- * PPD Docks

2.53.19 TRASH REMOVAL AND TRASH DISPOSAL

Scope of Basic Services

1. The responsibilities of the OM&S Contractor relative to this Technical Provision include, but are not limited to:
 - a. Providing waste trash removal and disposal, under a defined subcontract.
 - b. Collection of RR/D waste trash, within the PPSB shall be accomplished by the OM&S Contractor's OSSF and Subcontractor (JCP).
 - c. On behalf of the City Department of Public Property, acquire: title to the aforementioned waste materials, upon placement on pick-up vehicles; and liability for the proper disposal thereof. The OM&S Contractor's Subcontractor shall: be a bona-fide provider of Trash Removal and Trash Disposal; shall follow all applicable regulations prescribed by the City of Philadelphia, and State of Pennsylvania; and shall be properly licensed at all levels to perform the services described in the OM&S RFP.
 - d. Responsibility and/or involvement with hazardous materials and building construction materials are excluded from the Subcontracts.
 - e. In summary, through the two subcontracts, the OM&S Contractor shall furnish: all management; scheduling; labor; material; and equipment required to:
 - i. Pick-up, transport and deliver all recyclable waste material (RR/D) generated by the PPSB, two times per week during the OM&S Contract year;
 - ii. Pick-up and remove all TR/D materials generated PPSB on each day that cleaning (JCP) takes place.
 - f. Materials for TR/D are standard for office building trash, and excludes building construction material.
 - g. Waste materials for RR/D and TR/D shall be collected, separated, controlled and stored on-site in a sprinklered area, by the OM&S Contractor's OSSF and Subcontractor's JCP.
 - h. RR/D materials throughout the PPSB shall be collected and ready for pickup by the City's Streets Department two times per week.
 - i. Containers for separation of recyclables in the office, court room and spaces as described in C.30.2, throughout each of the PPSB, shall be provided by the City.
 - j. Stationary trash compactors, (3 to 1 compaction ratio), with City provided, 40 cubic yard roll off will be furnished by the City at PPSB, for TR/D waste. The units will be located at the northernmost DPP loading dock. Recycling will also be stored and removed from site at this location.
 - k. TR/D waste generated at the PPSB shall be stored at each site in trash bags and containers provided by the OM&S Contractor. The OM&S Contractor through the subcontractor shall remove TR/D waste using rear load, compactor trucks, or City approved equal approved by the PPSB Facility Director.
 - l. The schedule for removal of TR/D from: PPSB, shall be established by the OM&S Contractor and his/her Subcontractor using the following estimate of TR/Materials, approximately 75 Tons TR/D Material/year.
 - m. The Subcontract price shall be quoted for: PPSB, based on an annual total budget, computed as follows:
 - i. Using the total estimated TR/D waste listed above, the subcontractor's price per load, estimated number of loads, price per pound of TR/d carted and tipped. Submit weight tickets, and certified load verification tickets (signed by the OM&S Contractor).
 - ii. As part of the price proposal section of this RFP, enter price per pound, price per pull, and total annual budget for each year of the OM&S Contract.
 - n. TR/D. The OM&S Contractor shall bill the City under the OM&S Contract for the subcontract based on: the price per pound and price per pull for PPSB, as stated in the OM&S Contractor's BV RFP response.
 - o. Submit dated weight tickets and a dated, certified pull/load taken receipts to substantiate OM&S Contractor buildings.
 - p. The OM&S Contractor shall: provide the basic services described under this Technical Provision five (5) days per week, Monday thru Friday. Provide on call, additional services for the

Subcontracts, within twenty- four (24) hour notice from the PPSB Facility Director, under the OM&S Contract General Conditions Provisions.

2. The City, via Philadelphia City Code, Section 10-717 has established waste management and recycling goals and guidelines. The City has recently proposed further waste reduction with its Zero Waste initiative.
3. The OM&S contractor is responsible for the Waste Stream Management plan including administrative and procedural requirements for the development and execution of this plan. The OM&S contractor shall obtain cooperation from all subcontractors and OSSF employees.
4. The OM&S contractor shall designate a Waste Stream Program Manager responsible for the implementation, auditing and documentation of the plan. The Program manager shall distribute copies of the plan to the building managers, supervisors, subcontractors, the City and the PPSB Facility Director.
5. The OM&S contractor shall operate in a way that generates the least amount of waste possible and that processes that ensure the generation of as little waste as possible be employed. Reducing the generation of waste shall be done through;
 - a. The elimination of errors, poor planning, breakage, mishandling, contamination and other factors. Auditing and tracking all inventories.
 - b. Sourcing material that is environmentally conscious, where feasible. Recycled content, regional and responsible extraction and manufacturing, safety and other factors should be considered.
 - c. Sourcing material procurement through environmentally conscious suppliers, where feasible. Develop a system where suppliers take or buy back substandard, rejected, un-used or re-useable items. Take delivery of supplies using returnable pallets or containers and identify procedures that eliminate unnecessary packaging.
6. The OM&S contractor shall plan and operate in a way that diverts the most amount of waste away from landfills as possible. The following is a list of materials, at a minimum, that can be diverted from landfills via salvaging or recycling efforts.
 - a. Concrete, asphalt, bricks, concrete masonry units, and land clearing debris.
 - b. Clean dimensional wood, plywood, OSB, industrial metal, particle board and gypsum wallboard.
 - c. Cardboard, paper, metals, plastic, glass, and beverage containers.
 - d. Carpet, paint, and rigid foam insulation.
7. The OM&S contractor shall audit, document and provide quarterly reports on the Waste Stream Management Plan. The reports shall include:
 - a. The amount of waste (in tons) sent to the landfill, the landfill names, and all associated cost including fees, transportation and labor.
 - b. The amount of material recycled or salvaged (in tons), the name of the receiving party, and all associated costs including fees, transportation and labor.
8. Resources for developing and implementing the Waste Stream Management plan:
 - a. Philadelphia Department of Streets: <http://www.philadelphiastreet.com/recycling/work-space-business-commercial/>, or call 215-686-5586.
 - b. For electronic waste (e-waste) please contact the City's Office of Innovation and Technology (OIT) at ithelp@phila.gov or call the Support Center at 215-686-8213.
 - c. For assistance in removing items that are a potential asset to the City, please contact the Surplus Property Disposal Officer at inventorycontrol@phila.gov or call 215-686-4765.
9. The OM&S contractor is responsible for ensuring the Waste Stream Management plan is carried out without endangering human health, without harming the environment and in particular;
 - a. without risk to water, air, soil, plants or animals.
 - b. without causing a nuisance through noise or odors.
 - c. without adversely affecting building operations.

2.53.20 FIT-UP, FURNISHINGS, OFFICE EQUIPMENT, OM&S ADMINISTRATIVE AND STORAGE SPACES

Scope of Basic Services

1. Provide any and all shop equipment necessary for the PPSB OM&S project. All shop equipment furnished by the OM&S Contractor shall remain the property of the OM&S Contractor. Adequate, selected utilities have been provided by the City. Any changes/additions, approved by the PPSB Facility Director will be considered changed conditions. Provide all shop tools, and equipment to serve as the PPSB Locksmith Shop.

2. The City shall provide: telephone, wiring; data wiring, and telephone instruments. The OM&S Proposer shall provide under FLMA, the following for the duration of the OM&S Contract: Office supplies; copy paper; fax paper; print paper; waste paper receptacles; shop waste receptacles; time clock(s), clocks; work gloves, dust masks; respirators; and personnel safety equipment supplies; The City will provide full and complete two way radio system with adequate power, base stations, and capacity, and necessary repeaters, as required to communicate between, City Hall and within PPSB for (4) positions at PPSB. The OM&S proposer shall provide two way radios for all positions listed and identified in Special Provisions, Section of the RFP, Exhibits 4, through 6; Guaranteed 48 hour repair service;
3. For PPSB Operating and Maintenance Manuals, Shop Drawings, As-Built Drawings: receive, index, control and request supplementary information through the PPSB Facility Director. Establish a filing system for PPSB, in process of renovation; supplement copies as required; check shop drawing logs; take receipt of file and safe keep any data storage device of system instructions.
4. For Manual Drawing Records, Index file and safe keep reproducible drawings which will be delivered by the PPSB Facility Director. Incorporate as-built notes for any work of carried out by OSSF, during the OM&S Contract year. Index, issue and log the as-built work drawing which may result from City design contracts, and for which actual as-built drawing updates will be provided by others.
5. For all CAD Drawing Records, take delivery file and safe keep one full set of CAD records which will be provided by the PPSB Facility Director. Provide to the PPSB Facility Director hand drafted sketches of as-built information resulting from changes made to the PPSB by the OM&S Contractor. The PPSB Facility Director will complete changes to CAD files accordingly, and return as-built prints and updated CAD disks to the OM&S Contractor for file control. The PPSB Facility Director will make CAD read only computer provisions and CAD plot services available, gratis to the OM&S Contractor. OM&S Contractor need and request for reproduction of Operating and Maintenance Records, and/or Shop Drawings, and Building Drawings shall be provided gratis, by the PPSB Facility Director.
6. Prepare a master index of design/construction drawings for PPSB, and generate a request addressed to the PPSB Facility Director for a full set of drawings. Index the prints, provide, organize and control a central changing file. Regularly update the hanging file with fresh drawings to replace worn paper and incorporate revised prints resulting from any renovation projects carried out by others and as-built changes resulting from work.

2.53.21 EXTERIOR AND INTERIOR WINDOW WASHING

Scope of Basic Services

1. The responsibilities of the OM&S Contractor relative to this Technical Provision include, but are not limited to:
 - a. Providing all interior and exterior window washing, complete, as specified herein under a defined Subcontractor;
 - b. Providing all management and quality control supervision of and taking full responsibility for the subcontract:
 - i. By conducting operational tours;
 - ii. Tracking and controlling all site visits;
 - iii. Creating plans of attack and problem solving for special situations/projects, safety procedures, and overall compliance of the Subcontractor with the PPSB project objectives;
 - c. Preparing a scheduling plan to complete exterior and interior window washing once a year per OM&S contract year. Review, schedule and request approval from the PPSB Facility Director;
 - d. Proactively recommending change to the schedule of: window cleaning to recognize the benefits of smoke free offices, improved exterior air quality conditions, and any interior window obstructions;
 - e. Schedules shall include a breakdown of crew activities, times, locations, and safety procedures.
 - f. As a part of the PPSB window cleaning plan, define the methods, sequences, materials, type of equipment and supplies to be utilized;
2. The subcontractor shall be a bona fide provider of window washing services and must follow all regulations for window cleaning as prescribed by the Commonwealth of Pennsylvania, Department of Labor and Industry; and conform to the American Standard Safety Code for Window Cleaning, ASAA39.1;
3. Exterior washing shall not be done during inclement weather. Clean inside one time, complete, per full OM&S Contractor year, outside one time, complete, per full OM&S Contract year.
4. Furnish all labor, materials and equipment required to perform the work;
5. Wide latitude is permitted in the selections of cleaning materials and equipment, provided that these will

- have no deleterious effects on: the windows; UV film and/or window tint; window frames or adjacent portions of the building with which they come in contact; or on personnel in the same general area. Provide control sheets listing proposed cleaning materials, for review and approval by the PPSB Facility Director;
6. Products producing irritating fumes in the condition of use shall not be employed; nor shall flammable solvents be used;
 7. Work shall be performed during the normal business hours in effect at each of the PPSB, perform exterior, and interior window cleaning in non-public areas between 8:00 a.m. and 5:00 p.m., Monday through Friday, in coordination with facility restrictions set by the PPSB Facility Director. Perform interior window cleaning in public spaces, during hours to be approved by the PPSB Facility Director;
 8. Protect all adjacent areas and equipment (such as room finishes, blinds and draperies) to guard against damage. Promptly remove window washing excess water from the windows and all adjacent areas;
 9. The OM&S Contractor, shall, by submitting his/her proposal, take full responsibility for any damage to: finishes (window blinds, shades, draperies, wall paper); furnishings; and/or window frames, as a result of the labor and cleaning materials provided in the exterior/interior window washing work. Take responsibility for any scuffing damage created by the OM&S Contractor's window washing equipment, personnel, and/or agents. Immediately repair any and all damages to finishes, replace any equipment irreparably damaged by this work, all at no cost to the City.

2.53.22 ART CONSERVATION, ART WORK AND SCULPTURES

Scope of Basic Services

1. The OM&S Contractor's responsibilities include, and are limited to:
 - a. Compiling a log, library, and photographic record file of all such items at the PPSB;
 - b. Regularly recording the conditions of all items, and tracking changes in appearance, finish, secure mounting provisions;
 - c. Obtaining detailed instructions for light, minor dusting procedures for all items from the Office of Arts and Culture. Catalog and comply with directions for the dusting, and cleaning materials, applications, and complete the log record to list specific approved methods and sources of information. The OM&S Contractor and Subcontractor shall take no action which will affect the finishes, color, structural attachments, mounting or location of any items in this category; Establish a list of approved Art Conservators for each item, with the assistance of the Office of Arts and Culture;
 - d. Provide administrative assistance as required to: contact the Approved Conservator upon request of the PPSB Facility Director; with the PPSB Facility Director, proactively defining the course of action relative to mobilization of the selected conservator; then assume contractual responsibility, as approved by the PPSB Facility Director; subcontract the designated expert conservator; and assist the PPSB Facility Director in review and implementation of conservator recommendations.
 - e. The OM&S Contractor's basic services under this Division are limited to: approved JCP cleaning; maintaining the item and photo log; and providing administrative management support. Material and Labor by any OSSF beyond this level of effort shall be submitted as a request for approval of the PPSB Facility Director as a changed condition to the OM&S contract.

2.53.23 SNOW REMOVAL

Scope of Basic Services

1. The responsibilities of the OM&S Contractor relative to this Technical Provision include, but are not limited to:
 - a. Providing all snow and ice removal treatment throughout all affected areas of the PPSB project, and as specified herein, under subcontract;
 - b. Providing all management and quality control supervision of the subcontract by conducting operation tours; tracking and controlling service calls; creating plan of attack and problem solving for special situations/projects; monitoring application of snow/ice melting treatments; inspecting and controlling subcontractor's staff, equipment; controlling safety programs; and responding to initiatives recommended by the PPSB Facility Director;
 - c. Providing a written Snow Removal Plan, to detail the OM&S Contractor's approach to various conditions of snow and ice emergencies. Present the plan in detailed written form, and obtain

- d. approval by the PPSB Facility Director; Proactively recommending changes to the Snow Removal Plan, during the contract year, based on experience gained and lessons learned.
- 2. Proposer shall thoroughly familiarize himself/herself with all of the physical constraints of the PPSB including parking garage at 1501 Callowhill St., by visiting the location, observing drives and lots, building aprons, steps, sidewalks, and the restricted weight and vehicle limitations, and restricted spaces requiring lifting of snow. Proposer agrees by submitting a response to this RFP, that he/she has included all limiting factors of the site, space, access, egress and building mission into the pricing section of the Snow Removal subcontract price proposal.
- 3. Maintain a weather watch service. Arrange to have equipment and personnel on call for snow removal. Maintain a PPSB facility surveillance for the purpose of determining sidewalk, driveway and parking lot conditions, prior to facility shift changes;
- 4. Begin snow and ice removal no later than two (2) hours after the end of precipitation, or by 4:30 a.m. local time for snow falls up to (2) two inches in depth, or the formulation of ice-covered surfaces. When two (2) or more inches of accumulation are expected, work shall begin before four (4) inches accumulation, or 4:00 a.m. local time;
- 5. Maintain all PPSB Facility sidewalks, lots, driveways, loading docks, entry areas, steps and doorways, clear of snow and free from ice and/or frozen precipitation. Maintain all such spaces hazard free at all times, including holidays, weekends, days and evenings, whether the buildings are in normal occupied operation, or in unoccupied operation;
- 6. The frequency of the OM&S Contractor's service shall be equal to the frequency required to maintain hazard free conditions at all times with free and easy access;
- 7. The OM&S Contractor shall, through his/her Subcontractor, provide all labor, material, and equipment necessary to provide the above-described snow removal, sand treatment, and ice/frozen precipitation removal, complete and entire.
- 8. Basis of Pricing - Snow Removal
 - a. Include in the BV RFP response a breakdown of the subcontract charges which would be proposed to cover all of the OM&S Contractor's subcontracted work specified herein, and as follows:
 - i. Machine work and all related snow shoveling in areas where machines are not usable, on the basis of a one-time charge for removal of snow of the following depths:
 - 1. \$, per snow fall, depths up to (2) inches
 - 2. \$, per snow fall, depths* from 2.1 inches up to six (6) inches.
 - 3. \$, per snow fall, depths* from 6.1 inches up to twelve (12) inches.
 - 4. \$, per snow fall, depths* above 12.1 inches
 - ii. Depths are the cumulative depth of snow fall taking place over the twenty-four (24) hour period from snow fall start, as measured by the National Oceanic & Atmospheric Administration (NOAA). Website www.erh.noaa.gov/phi/localclimate.html.
 - iii. Material charges for sand, calcium, and salt plus labor for spreading, with charges based on per unit weight and the following breakdown.
 - 1. \$__per eighty (80) pounds of salt.
 - 2. \$__per eighty (80) pound of calcium.
 - 3. \$__per ton of sand.
 - iv. Stated rates shall include all OM&S Contractor's markup for profit and central office overhead.
 - v. OM&S Contractor's work, if any, under this Technical Provision, by OSSF, including on site administration, direction, and coordination is part of the basic services of the OM&S Contract, and is therefore not billable under this Technical Provision.
 - vi. The OM&S Contractor shall present invoices of subcontract work, on a monthly basis using the rates noted in this section. Invoices must be accompanied with verification of snowfall accumulation by the NOAA.

2.53.24 PEST CONTROL

Scope of Basic Services

- 1. The OM&S Contractor's work under this section of the Specification includes, but is not limited to the following:
 - a. Contracting out through subcontract, a full program of pest control for the overall PPSB project, as

- specified herein. Refer to pricing proposal requirements;
- b. Managing of the pest control and extermination program specified herein, and as required throughout the PPSB project.
 - c. The Proposer certifies that if awarded the Contract: he/she will comply fully with the specifications herein and that any evidence of the continuation or recurrence of infestation in treated sections during the OM&S Contract period will be investigated and treatment for its control provided within 24 hours, if necessary; and the condition will satisfactorily corrected within 20 days of notification by the PPSB Facility Director.
 - d. If, after such notification by the PPSB Facility Director, the OM&S Contractor has not provided satisfactory services: the PPSB Facility Director shall refer the matter to the Division of Environmental Health of the Department of Public Health, and to the Procurement Department; the PPSB Facility Director reserves the right under the Contract to secure satisfactory service in the open market and surcharge the OM&S Contractor with the difference in cost.
 - e. Provide emergency services as requested by the PPSB Facility Director. Insure a 24-hour response.
 - f. The subcontractor shall, through the OM&S Contractor: design an adaptive program of Pest Control; include continuous evaluation of program efficiency; define alternatives; evaluate lessons learned; and reach approval of the PPSB Facility Director.
 - g. The Subcontractor must be qualified as follows:
 - i. Possess a restricted use pesticide license with certification, as provided for in the Pennsylvania Pest Control Act;
 - ii. Must not have any enforcement actions initiated against it by the Pennsylvania Department of Agriculture for misuse of pesticides;
 - iii. Must be a bona-fide provider of pest control services and shall have had experience in providing pest control service in buildings similar in size and use to the PPSB project.
 - h. Comply with all city, state, local and national applicable codes, and all authorities having jurisdiction.
 - i. Obtain and maintain proper license to all levels necessary to perform work included herein.
 - j. Obtain and maintain the organizational, financial resources, experiences, and equipment to properly execute the requirements of this contract. Maintain adequate on-site presence to achieve quality results.
 - k. Include in each scheduled site visit and site treatment, all services required to establish and to sustain full pest abatement.
 - l. Respond to PPSB Facility Director recommendations, complaints and service call requests as issued.
 - m. Furnish all labor, supplies, material and equipment for proper pest control. This control shall be directed against rats, mice, ants, roaches, bedbugs, silverfish, fleas and other social and potential disease transmitting insects, and biting and stinging insects (e.g. - bees, wasps, fleas, etc). Comply with the Pennsylvania Pest Control Act.
 - n. Upon Notice to Proceed, immediately perform a complete, entire, and thorough inspection of all areas and rooms of the PPSB project. The existence and extent of any and all pest infestations shall be documented on the Subcontractor's Pest Control Service Report (PCSR). A thorough and complete inspection of all areas and rooms of the facility shall be performed monthly. A copy of this PCSR should be retained by the Subcontractor, and the original should remain with the OM&S Building Manager.
 - o. Before any treatment commences, discuss the proposed treatment with the PPSB Facility Director, who is responsible for indicating any treatment limitations concerning odors, visible residues, trap replacements, etc. Minimum acceptable treatment, and procedures:
 - i. Roaches - (German, Brown-banded, Oriental and American)
 - 1. A crack and crevice treatment of all infested and adjacent areas with an approved residual insecticide. All insecticide shall be placed directly into cracks, crevices utilizing a "crack and crevice tip extension."
 - 2. Pin-stream spraying of floor-wall junctures, baseboards or other cracks and crevices at standing distances which promote the splashing of insecticides is strictly prohibited. A "crack and crevice" is defined as an opening large enough to allow the insertion of a standard business card.
 - 3. Spot treatments are permissible in completely inaccessible areas.
 - 4. The location and extent of all treatments including types and amounts of

- insecticides applied shall be indicated on the PCSR.
- ii. Rodents
 - 1. All rodenticides utilized shall be placed in tamper-proof bait stations. The only exception shall be the baiting of exterior Norway Rat burrows, in which rodenticides should be placed directly into rat burrows. BURROWS MUST BE SEALED WITH SOIL
 - 2. Live trap devices, snap traps and glue boards may be utilized as deemed necessary.
 - 3. The location and amounts of all rodenticides, traps and glue boards must be indicated on the PCSR.
 - iii. Fleas
 - 1. All treatments shall consist of an approved insect growth regulator (IGR) and an approved adulticide. Fan spraying is permissible, particularly when treating carpeting.
 - iv. Other Pests
 - 1. Minimum treatment standards for other pests must be approved in advance by the Philadelphia Department of Public Health, Vector Control Services (685-9700).
 - 2. Pesticide treatments shall be performed only where a thorough inspection has confirmed the existence of an active pest infestation. Precautionary treatments are not permitted.
 - p. Monitoring - The progress and efficiency of all pesticide treatments shall be monitored by an appropriate monitoring method.
 - i. Roaches - Multiple insect sticky traps shall be placed in all infested areas. The number of roaches per trap shall be indicated on the PCSR.
 - ii. Rodents - The progress of rodent control programs shall be monitored by the number of rodents caught in live, snap and glue traps along with the amount of bait-take from bait stations and presence of rodent droppings.
 - iii. Exterior Norway Rat infestations shall be monitored by the number of baited and sealed rat burrows which re-open. All data shall be recorded on the PCSR.
 - q. Facility Recommendation - At each visit, the technician shall indicate on the PCSR, those conditions which are contributing to the infestation and are under the direct control of the OM&S Contractor. The technician shall indicate whether recommendations are new or past due from previous visits. As a minimum, the technician should provide recommendation in the following areas: facility sanitation, exclusion (sealing of openings), food storage, trash storage, materials storage, employee eating habits and general operations.
 - r. Method of Control - List on the PCSR, the control activities to be conducted for each target pest, and the chemical and materials which will be used.
 - s. Restricted Pesticides - When restricted pesticides are to be used, indicate the name of the certified individual who will use or supervise the use of these pesticides. Include the applicable certification number, and areas of certification.
 - t. Report Review - It is absolutely mandatory the technician fully discuss with, and advise the OM&S Contractor relative to all aspects of the PCSR.
 - v. Chemicals - Employ and apply only such chemicals that are considered appropriate by regulating governmental agencies and are used in accordance with the manufacturer's instructions on the label. In food storage, preparing or serving areas, no insecticides other than those approved for these areas by the EPA and the Pennsylvania Department of Agriculture, or rodenticides and anticoagulants may be used. Under no circumstances can extremely hazardous products such as hydrogen cyanide or sodium fluoroacetate be used.
 - w. Precautions - Take precautionary measures in the selection and use of products and equipment in order not to adversely affect human health, the building, or the property contained therein, including warning signs and bait boxes where necessary. These precautionary measures apply most particularly to food handling areas and areas frequented by mental patients. No gasoline nor fuel-oil powered apparatus may be used indoors. All indoor applications shall be by hand, compressed air, or electrically operated devices.
 - x. Work shall be done during hours approved by the PPSB Facility Director, and shall be done in such a manner as will cause minimum interruption to the normal operating routine on the premises. All Subcontractor employees, while on the premises, shall be subject to the jurisdiction of the OM&S

- Contractor.
- y. Give notice to the PPSB Facility Director of all openings or apertures, which may be a source of ingress of the pests, observed during the course of the service, with recommendations for appropriate action to seal such openings. Such recommendations must be noted on the PCSR.
 - z. Treatment will be on an “as needed” basis. Inspections must be carried out monthly. Additional visits and treatments shall be made, if necessary, at no additional cost to the City.
 - aa. The OM&S Contractor certifies that he/she will comply fully with the specifications herein and that any evidence of the continuation or recurrence of infestation in treated sections during the contract period will be investigated and treatment for its control provided within 24 hours, if necessary, and the condition satisfactorily corrected within 20 days of notification of the PPSB Facility Director.

2.53.25 ENERGY CONSERVATION

Scope of Basic Services

1. The responsibilities of the OM&S Contractor, relative to the Technical Provision include, but are not limited to:
 - a. Pro-actively recommend OM&S operational control activities and/or system changes which enhance compliance of the PPSB facilities. Include evaluation of:
 - i. Peak-load, part-load conditions;
 - ii. Diversified energy, and demand requirements analysis; occupied/unoccupied control;
 - iii. Night set back;
 - iv. Heat recovery;
 - v. Optimum start control;
 - vi. Infiltration control;
 - vii. Ventilation;
 - viii. Air quality, internal load control, opportunities to improve equipment efficiency;
 - ix. Shut off damper control;
 - x. Hot water conversion methods;
 - xi. Improved piping insulation;
 - xii. Power factor and improvement/maintenance.
 - b. Recommend and establish temperature set points; submit to the PPSB Facility Director setback schedules. The City currently has and plans to implement energy conservation incentives. The OM&S contractor will be required to adhere to the activities that will result in Energy Conservation Measures laid out in Philadelphia’s Local Action Plan for Climate Change (<http://www.phila.gov/green/localaction/pdf/PhiladelphiaClimateChangeLocalActionPlan2007.pdf>), Philadelphia’s High Performance Building Renovation Guidelines (<http://www.phila.gov/pdfs/PhiladelphiaGreenGuidelines.pdf>), and any contractual agreement the City enters into with an energy service company to enhance the efficiency of the PPSB facilities. The City expects and requires the OM&S contractor to adhere to the guidelines particularized in the U.S. Green Buildings Council LEED for Existing Buildings: Operations and Maintenance Reference Guide can be found on the following website: www.usgbc.org/lee01.
 - c. Assist the PPSB Facility Director in: review of the PPSB facilities relative to the pre-occupancy, and post- occupancy commissioning process; transfer of building design and construction documentation; transfer; cataloging and archiving of construction records (shop drawings, as-built records, test reports, certifications, guarantees, warranties, operating and maintenance manuals, video records of system instruction).
 - d. Establish emergency shutdown procedures for all PPSB/building systems.
 - e. When, and as approved by the PPSB Facility Director, professional building design services are provided through the OM&S Contractor’s PSS, under FLMA. Complete all such work in full compliance with the “BEDS.”
 - f. The work included as basic services under the OM&S PPSB Project, as required by this Technical Provision, shall be provided exclusively by the OSSF. The Force Labor and Material Account (FLMA), as defined in the General Provisions is intended to provide funding of material and/or labor for work required of the OM&S Contractor under a variety of conditions beyond the basis OSSF services required by this Technical Provision.

2.53.26 DATA AND TELECOMMUNICATION SYSTEMS

Scope of Basic Services

1. The responsibilities of the OM&S Contractor relative to the PPSB Data, Telecommunications Systems include, but are not limited to:
 - a. thoroughly familiar with the systems and related equipment, obtaining single line diagrams, conduit and wiring layout and becoming familiar with the extended service contracts;
 - b. Representing and becoming a Technical Advisor to the PPSB Facility Director relative to any change, or repair, requiring modifications to the system by the extended service contractors, or others;
 - c. M&R, PM and GM OM&S work on the electrical utilities supplying the systems;
 - d. Trouble shooting and resolving any electrical utility issues which affect the systems;
 - e. M&R, PM and GM on any related mechanical utilities;
 - f. Control of all housekeeping issues relative to closets, rooms and/or enclosures which house the systems.

2.54 MILESTONES

The Department anticipates the work for this project will be organized into the following milestones (at a minimum), i.e. or groups of tasks, services and/or work products, listed below. For each milestone, the Respondent should propose criteria to determine when the milestone has been satisfactorily completed. Respondents may propose additional or revised milestones, or a project structure that does not rely on milestones but should explain their reasons for the structure proposed and how it will facilitate completion of the work.

1. Mobilization Plan- Within (7) seven days after contract award, the selected respondent should provide the City (DPP) with a mobilization plan for all OM&S staff on the project. This includes proving staffing plan for full mobilization of on-site staff starting @12:00am on 1/1/2027.
2. Quarterly review- perform a quarterly review meeting with OM&S vendor upper mgmt. to discuss financials and new approaches to problem solving.

2.55 PROJECT SCHEDULE

The Department anticipates that the work required under this BV RFP will be started within approximately 2 weeks after project start and according to the approximate schedule in the table below, based on the Department's identification of critical milestones and tasks. The scope of work proposed by Respondent should include a detailed project schedule that identifies all tasks, activities, deliverables the Respondent proposes to carry out for the project and a time of completion (measured from project start date) for each. The Respondent should state the number of days following the Department's authorization to proceed under the City contract by which it will be ready to start the work, including any mobilization time. If the Respondent proposes a different overall time of performance, it should state its reasons.

Milestone	Task Description	Completion	Service / Tangible Work Product Description	Completion	Milestone Completion
I					Start + days
	Mobilization Plan	Within (7) days of contract award	Provide Mobilization Plan	12/23/26	7 days
	On-Site staff in place	1/1/2027	Site & staff mobilize	1/1/2027	1 day

2.56 HOURS AND LOCATION OF WORK

The selected respondent shall be responsible for providing full (turnkey) OM&S services (24x7x365) at 400 N. Broad Street, Philadelphia PA 19107 and limited services, when specified for City Hall at 1400 JFK BLVD.

2.57 MONITORING AND EVALUATION:

By submission of a proposal in response to this BV RFP, the Respondent agrees that it will comply with all contract monitoring and evaluation activities undertaken by the City of Philadelphia, and with all security policies and requirements of the City.

2.58 REPORTING REQUIREMENTS

1. The successful Respondent shall report to the City of Philadelphia on a regular basis regarding the status of the project and its progress in providing the contracted services and/or products. At a minimum, the successful Respondent shall submit a monthly invoice detailing the services and/or products provided, the goals/tasks accomplished, and the associated costs. If hourly rates are charged, the invoice must also detail the number of hours, the hourly rate, and the individual who performed the service.
2. For project locations identified by Department, the Respondent will provide reports detailing specific tasks completed along with cost data (i.e. materials and labor costs) associated with inspection and maintenance activities.
3. At any time throughout the contract period, the Respondent shall notify the Department regarding issues or incidents that require immediate attention. The Respondent will provide specific details regarding the activities performed and provide recommendations for follow-up tasks to be performed by either the Respondent or the Department.
4. Contractor will be required to furnish to the Project Manager with electronic monthly reports that detail all of the activity of the reporting month. Contractor must provide documentation demonstrating capacity to meet the reporting requirements including a description of the technology used for this purpose.

2.59 SPECIFIC PERFORMANCE STANDARDS

1. The City expects that the contract resulting from this BV RFP will include performance and quality standards for the project, including but not limited to the following:
 - a. Timeliness of Service Delivery: Contractor must meet established timelines for project milestones, installation, maintenance, and response to service requests.
 - b. System Reliability: Equipment and systems provided must meet minimum uptime requirements (e.g., 99.9% availability) and function as specified under normal operating conditions.
 - c. Compliance with Technical Specifications: All work must adhere to the technical requirements outlined in the BV RFP and Elevator industry standards or codes.
 - d. Personnel Qualifications: Staff assigned to the project must possess the necessary certifications, experience, and training appropriate for their roles.
 - e. Customer Satisfaction: Regular performance reviews and customer feedback mechanisms will be used to assess contractor performance and ensure satisfactory service levels.
 - f. Issue Resolution: The contractor must provide timely and effective resolution of issues, with defined escalation procedures and resolution timeframes.
2. The City reserves the right to reject any item of work that does not meet the Department's minimum standards of performance and quality, or that does not conform to the contract scope of work. The City shall not be obligated to pay for rejected work.

2.60 COST PROPOSAL

The Respondent will be required to input their pricing in the Pricing Forms **(FORM 1-A) LABOR RATE COST SCHEDULE and (FORM 1-B) – FIVE-YEAR COST SUMMARY** which is located in the "Terms and Conditions" tab and should also input their pricing in the "Items" tab of PHL Contracts.

2.61 TECHNOLOGY CAPABILITIES

The successful Respondent will be responsible for having and using the following technology capabilities and resources in performing the work: Desktop PC's and Network printers, MS office Suite, Adobe Suite and a fully functional CMMS system.

2.62 SUBCONTRACTING

Subject to the requirements of this RFP, Contractor may have some of its services and supplies performed or provided by a subcontractor. The Contractor shall obtain the prior, written approval of the Procurement Commissioner before entering into any subcontract under the Contract.

Contractor shall cause all its subcontracts to specify that the City is designated as third-party beneficiary of the subcontract. Contractor shall also cause its subcontracts to specify that the subcontractor is bound by the same terms, covenants and requirements as the Contractor under the Contract including, without limitation, provisions related to confidentiality, indemnification of the City, insurance, maintenance and preservation of records, and audit by the City.

No subcontract relieves Contractor of any of its obligations under the Contract. Contractor is liable for the acts and omissions of its subcontractors, or the persons either directly or indirectly employed or retained by them as it is for the acts and omissions of Contractor or persons directly or indirectly employed or retained by Contractor.

Any purported subcontract that Contractor enters into in violation of this Section 2.15, is voidable at the sole option of the City.

Contractor shall include in each of its subcontracts a provision that the subcontractor shall continue to provide the services it would have under its subcontract with the Contractor, if:

- a. the City terminates the Contract
- b. the subcontractor is not in default under its subcontract;
- c. the City provides written notice to the subcontractor of the City's desire that the subcontractor continue to provide its services.

Please complete and submit **Form # 6** (Vendor's Use of Subcontractor) that lists the Respondent's intended use of all subcontractors.

2.63 SITE INSPECTIONS

The City may, at its sole option, inspect the Respondent's work at one or more sites where the Respondent's or a proposed subcontractor's products are installed, or services have been provided. If a list of such sites is not required elsewhere in this BV RFP or included in its Proposal, the Respondent will promptly provide such a list upon written request by the City

2.64 LIQUIDATED DAMAGES

Reserved.

2.65 GENERAL PROVISIONS

1. Organizational Definitions:

- a. The City - The City of Philadelphia, acting through its authorized representative.
- b. Commissioner DPP - The Commissioner of the Philadelphia Department of Public Property.
- c. PPSB Facility Director - The person authorized by the Commissioner, DPP in accordance with law or regulations to formulate, enter into, or administer contracts or make written determination and findings with respect to them. The term also includes an authorized representative acting within the limits of authority.
- d. Engineer - Any person designated by the Commissioner DPP, or Facility Director, acting directly or through their duly authorized representative, such representative acting within the scope of the particular duties assigned to him/her or of the authority given him/her.
- e. Inspector - The authorized representative of the Facility Director assigned to make detailed inspection of any or all portions of the work, or materials therefore.
- f. SGP - Security Guard Personnel, employed by subcontractor.
- g. JCP - Janitorial Custodial Personnel, employed by subcontractor.
- h. PTS - Patrol Tour System.

- i. JCM - Janitorial Custodial Management Plan.
- j. SGC - Security Guards
- k. SMP - Security Management Plan.
- l. RR/D - Recyclables Removal and Delivery.
- m. TR/D - Trash Removal and Disposal.
- n. LRSC - Labor Rate Schedule Chart. Separate charts are included for: OSSF; JCP; SGF.
- o. OM&S - The management contract to provide Operation Maintenance and Support Services required for all of the physical facilities, equipment, systems and components of a complex.
- p. PM - OM&S Project Manager - The executive representative of the OM&S Contractor authorized to received and execute instructions from the PPSB Facility Director, and who shall supervise and direct the work.
- q. APM - Assistant Project Manager – the second tier executive representative of the OM&S contractor reporting to the PM.
- r. HVAC - Heating, Ventilation and Air Conditioning.
- s. OSSF (On Site Service Force) - The OM&S Contractor's full time employee's assigned to the PPSB.

2. General Definitions:

- a. Attic Stock - The OM&S Contractor will submit an inventory of Attic Stock within 60 days of contract start date.
- b. Award - The decision by the City to execute a purchase agreement or contract after all necessary approvals have been obtained.
- c. Business - A corporation, partnership, individual, sole proprietorship, joint venture, or any other legal entity through which commercial activity is conducted.
- d. CMMS - Computerized Maintenance Management System.
- e. CSI - Construction Specifications Institute.
- f. Calendar Day - Every day shown in the calendar, Saturdays, Sundays, and holidays included.
- g.
- h. Change Order - A written order signed by the responsible PPSB Facility Director directing the OM&S
- i. Contractor to make changes, which the changes clause of a contract authorize the Facility Director to order, with or without the consent of the OM&S Contractor.
- j. Certified Original Time Record - Refer to Contract Document Provisions, Section "E".
- k. Construction - The process of building, adding, altering, converting, relocating, renovating, replacing, or restoring of real property in which the City has an interest.
- l. Contract Price - The Price Proposal in response to the OM&S RFP, for the contract period extending thru a single calendar year, for each year of the contract term, including all items of the price proposal with the exception of FLMA. Proposed Total Cost - Total amount to be paid by the City for this specific item.

- m. Contract Time or Completion Date - The number of working or calendar days shown in the contract indicating the time allowed for the completion of the work contemplated in the contract. In case a calendar date of completion is shown in the contract, in lieu of the number of working or calendar days, such work shall be completed by that date.
- n. Contractor - Any person having a contract with the City. Contractor does not include employees with labor contracts (collective bargaining agreements.)
- o. Day - Calendar Day unless otherwise designated.
- p. Direct Overhead Expense - Salary related overhead, such as vacation, social security and pension, and statutory benefits, plus absent time cost.
- q. OIT – City of Philadelphia’s Office of Innovation and technology.
- r. FLMA - Force Labor and Material Account - A financial account, established at a fixed value, at OM&S project startup, and at start of each contract year. It is used to fund material and labor expended by the OM&S Contractor as the result of changed conditions related to Preventive Maintenance, Maintenance and Repair, and General Maintenance. It is budgeted to fund; replenishment of attic stock; procure repair parts, components, and materials not covered in the OM&S contract, or present in attic stock; emergency work; changed conditions causing approved additional labor, and/or additional materials for subcontracts; overtime for OSSF, JCP, and SGP specifically approved as resulting from emergencies/changed conditions. FLMA is also used to fund material required by the OM&S contractor, as the result of request to renovate, or modify existing physical construction features which are found by the City to be unacceptable because of original facility design deficiencies, and/or general construction deficiencies; prior to or unrelated to the OM&S contract. When used for these purposes, FLMA funds are limited to covering material costs, with all related labor furnished through OSSF under basic services of the OM&S contract. Should the corrective work resulting from a design and/or construction deficiency require labor which exceeds the manpower or skill sets of the OSSF, the PBBS Facility Director may direct the OM&S contractor to provide services of RRSC, using FLMA funds. FLMA funds are also used to fund expendable materials furnished throughout the contract term.
- s. General and Administrative Overhead - Indirect Overhead Expense.
- t. HAZMATS - Hazardous materials.
- u. Indirect Overhead Expense - Non-salary related overhead, such as rent, insurance, etc.
- v. “M&R” Maintenance - Material and labor required for, and, or the physical act of removal, repair and refinishing.
- w. MIS - Management Information System - City of Philadelphia Centralized Information System.
- x. MS Windows - Microsoft Windows
- y. Notice to Proceed - A written notice to the OM&S Contractor of the date on or before which he/she shall begin the prosecution of the work to be done under the OM&S contract.
- z. OEO – The City of Philadelphia’s Office of Economic Opportunity.
- aa. OIT – Office of Innovation & Technology.
- bb. OM&S Contract Documents - The written agreement between the City and the successful OM&S Respondent, covering the performance of OM&S the work and furnishing of labor, equipment, and materials, by which the OM&S Contractor is bound to perform the work and furnish the labor, equipment, and materials, and by which the City is obligated to compensate him/her therefore at the mutually

established and accepted rate or price. The OM&S Contract Documents shall include the Request for Proposal, Instruction to Proposers, Proposal, Contract Forms, the City of Philadelphia

- cc. General Consultant Professional Services Contracts, Guarantees and Bonds, General Provisions, Specifications, Insurance Certificates, Supplemental Specifications, all Special Provisions, all Technical Provisions, all Plans and Notices to Proceed, also any written Change Orders and Supplemental Agreements that are required to complete the OM&S Contract work in an acceptable manner, including authorized extensions thereof.
- dd. OM&S Contract Modification - Any written alteration in the specifications, delivery point, date of delivery, contract period, price, quantity, or other provision of any existing contract, whether accomplished in accordance with a contract provision, or by mutual action of the parties to the contract. It includes change orders, extra work orders, supplemental agreements, contract amendments, or reinstatements.
- ee. Original PPSB Contract Documents - The written agreement between the City and the PPSB's OM&S Contractor, covering the performance of the work and furnishing of labor, equipment, materials and subcontractors, by which the Original Construction contractors were bound to perform the work and furnish the labor, equipment, and materials, and by which the City was obligated to compensate them therefore at the mutually established and accepted rate or price. The Documents include the Invitation for Bid, Notice to Contractors, Instructions to Proposers, Proposal, Contract Forms, Guarantees and Bonds, General Provisions, Specifications, Supplemental Specifications, all Special Provisions, all Technical Provisions, all Plans and Notices to Proceed, also any written Change Orders and Supplemental Agreements that are required to complete construction PPSB in an acceptable manner, including authorized extensions thereof.
- ff. Original PPSB Contract Drawings - See definition of PPSB "Plans."
- gg. Overhead - Direct Overhead Expense plus Indirect Overhead Expense.
- hh. Overhead Rate - the sum total of Direct Overhead, plus Indirect Overhead Expenses, expressed as a percent of direct labor dollar cost. Also designated as Total Overhead Expense Rate.
 - ii. PSS (Professional Services Subcontractor) - The OM&S Contractor's authorized subcontractor for Professional Services. PSS shall be approved by the PPSB Facility Director, funded through FLMA.
- jj. Payment Bond - Security, as a guarantee that OM&S Contractor shall pay in full all bills and accounts for materials and labor used in the work, as provided by law.
- kk. Performance Bond - Security guaranteeing complete performance of the contract.
- ll. "PM" Preventive Maintenance - Material and labor required for, and/or the physical work expended in performing equipment maintenance and repairs, prior to failure. The goal of preventative maintenance is to minimize equipment failures. Included is any work necessary for: the continued operation or upkeep of a facility, structure, grounds, or building system, including built-in equipment or an in-ground system; and incorporation of factory directed modifications.
- mm. Proposal - The response by a proposer to a solicitation of the City to obtain goods or services. The response may include, but is not limited to, a proposer's price and terms for the proposed contract, and description of technical expertise, work experience, and other information as requested in the solicitation.
- nn. Proposal Form - The approved form on which a City requires proposals to be set forth and submitted.
- oo. "GM" General Maintenance - Material and labor required for, and/or the physical act of day to day cleaning, space care, surface care and generally more specifically dependent on facility size and usage

type. Typical examples include: lawn care; waste disposal; landscaping; window washing; and janitorial/custodial.

- pp. Proposal Guaranty - The security, in approved form, designated in the RFP, to be furnished by the proposer as a guaranty of good faith to enter into a contract with the City, if the contract is awarded to him/her.
- qq. Replenished Attic Stock - Attic stock procured to replenish expended Attic Stock during the contract year, based on OM&S inventory control recommendations, and based on approval by the OM&S Contract PPSB Facility Director. The OM&S Contractor shall make and substantiate recommendations to the PPSB Facility Director for attic stock purchases necessary for the following OM&S calendar year, at least four (4) months before expiration of the first, and succeeding second, and third calendar years. The OM&S Contractor shall coordinate with the PPSB Facility Director in planning starter stock, City funding requirements and sources as part of his/her recommendations.
- rr. Responsible Respondent - The Firm which has the capability in all respects to perform fully the contract requirements, and the integrity and reliability which shall assure good faith performance.
- ss. Responsive Proposer - The Firm which who has submitted a proposal under the procurement which conforms in all material respects to the requirements contained in the invitation for proposal.
- tt. Specifications - A written description of functional characteristics, or the nature of an item or services to be procured. It may include a statement of any of the user's requirements and may provide for inspection, testing, or preparation of an item before procurement.
- uu. Subcontract - Any agreement entered into by the OM&S Contractor for a portion of the construction or any other part of the work in connection with, and under the terms of, the contract.
- vv. Subcontractor - Any person undertaking a portion of the construction or any other part of the work under the terms of the contract, by virtue of an agreement with the OM&S Contractor, who, prior to such undertaking has received the consent of the survey and the approval of the City. Subcontract does not include an employee with an employment contract, or an employee organization with a collective bargaining agreement.
- ww. Supplemental Agreement - Any contract modification which is accomplished by the mutual action of the parties.
- xx. Supplemental Specification - Additions and revisions to the standard specifications. Generally include new or improved procedures, construction items or materials developed subsequent to the publication of standard specifications.
- yy. Total Price Proposal - The sum total of the "Contract Price", and the stated "FLMA".
- zz. TCP/IP - Transmission Control Protocol, Internet Protocol.
- aaa. Work - Work shall be understood to mean the furnishing of all labor, materials, equipment, and other incidentals necessary to the successful completion of the project and the carrying out of all the duties and obligations imposed by the OM&S contract.

3. Contractor Responsibilities

The OM&S Contractor's responsibilities include but are not limited to the following:

- a. Provide an OM&S PPSB mobilization team, starting on the date of authorization to proceed, extending through and up to the date stated to achieve full OM&S contractor operational control of the PPSB.
- b. Provide on-site permanent staffing by your full-time employees in the form of an OM&S PPSB Core Team (OSSF Core Team), responsible for overall OM&S project management, including subcontractors, administrative support, and selected OSSF trades persons.

- c. Through the OSSF Core Team provide: an OM&S Project Manager; Assistant Project Manager; Clerical Staff; Shift Supervisors; skilled building and facility maintenance personnel, all fully equipped, trained, supervised, and managed to operate the PPSB Facility.
- d. Provide management, verification of work, and quality control of work through regular on-site in person supervisor/manager tours of all areas, and spaces making up the PPSB project. Provide “Maintenance and Repair (M&R)”, “Preventative Maintenance (PM)”, and “General Maintenance (GM)” for all of the equipment, systems and spaces shown, specified, and/or indicated in this RFP, through the use of OSSF.
- e. Provide extended OM&S services in “M&R”, “PM” and “GM” under specified subcontracts and as directed in this RFP.
- f. Provide maintenance material/replacement parts and all maintenance expendables (FLMA funded), as required for “M&R”, “PM” and “GM”. Provide all transportation required to carry out the tasks of this RFP.
- g. All equipment, and systems of the PPSB construction may have operated substantially for periods of time beyond the coverage of many of the original construction guarantees and warranties covering defects of material and/or installation. Administrate, manage and represent the City by providing management expertise including, but not limited to:
 - i. Assessment; analysis;
 - ii. Evaluation recommendation of remedial steps required to fix any continuing disarrangements in systems and equipment.
 - iii. Upon direction from the PPSB Facility Director, provide OSSF, and use attic stock materials provided under the basic BV RFP to remediate defects and/or deficiencies in the PPSB design and/or construction. Refer to General Provisions, for directions relative to changed conditions.
- h. Provide administration, management and enforcement of all subcontracts designated as “Routine Subcontractor Work”. Engage all of the subcontractors required to complete the specified tasks.
- i. Provide administration, management, and enforcement of all subcontracts designated as “Remove Repair/Replace Reinstall” and “Professional Services” Subcontracts. Engage all of the subcontractors required to complete the specified tasks
- j. During the course of the OM&S Contract, if and when tasks designated by the Subcontracts become defined through the OM&S work and/or as directed by the PPSB Facility Director, provide administration, management and enforce all such subcontracts. Engage subcontractors approved by the PPSB Facility Director for the specified tasks under approved subcontracts.
- k. Establish, maintain and submit for review a complete OM&S Management Program. Interface with the CMMS. On a daily basis, utilize the City-provided CMMS to manage the PPSB Facilities. The CMMS system has capabilities that include:
 - i. Work order planning.
 - ii. Automatic Preventative Maintenance to work order generation.
 - iii. On-line work requests.
 - iv. Manpower planning.
 - v. Work order scheduling.
 - vi. Labor distribution.
 - vii. Analysis and reporting.
 - viii. Maintain stores and inventory control; record purchases and reconcile materials to each work order.
- l. The Security Patrol Tour System (PTS), to be used by the City and the OM&S Contractor to verify regular tours, and inspections as required to enhance Quality Assurance of the OM&S Project. Provide creative

operations management recommendations relative to location, installation, and implementation in order to establish the following:

- i. Computer based records to control and verify Security Patrol activities round the clock.
 - ii. Computer based records of the OM&S Contractor's supervisor and administrative activities in regular, extensive and thorough surveillance of all OM&S employees as well as subcontractors. Take delivery of and responsibility for handheld or personnel electronic code devices furnished as part of this system, and as furnished by the City.
 - iii. Attend instructions classes (during normal working hours) in the operation and use of the PTS System. Instruct all OSSF and all subcontractor personnel in the PTS System.
 - iv. As part of the CMMS, design, and prepare preliminary forms for PTS System reports for review and approval by the PPSB Facility Director.
 - v. Implement the approved PTS System reporting. Initiate a regular OM&S Control Quality Control review process with the PTS. Take a proactive part in recommending OM&S procedures which optimize the use and benefit of PTS.
 - vi. In addition to the physical improvements there may be additional security personnel required to accommodate changes in visitor and employee access procedures, which shall be incorporated into in the SMP.
 - vii. Employees - City employees will be issued swipe cards for use in active turnstiles not requiring check in at the security desk to gain building access.
 - viii. Visitors - All visitors will be required to provide proof of identity. PPD will input the visitor's information into the system, take the visitor's picture, and give the picture to the visitor with instructions that the picture is to be displayed at all times while the visitor is in the building.
 - ix. SJP staff shall visually assess visitors for suspicious behavior or packages and may require individual security screening or inspection.
 - x. Visitors shall check out prior to leaving the building for return of their pass to PPD and to retrieve their identification.
 - xi. During the OM&S Contract term, coordinate, control, recommend, price out, obtain approval, purchase and add to the spare parts and equipment inventory, "Replenish Attic Stock". Material costs for replenishment of Attic Stock will be funded under FLMA.
 - xii. At initiation of the OM&S contract term, take delivery, secure, log, record and take full responsibility for Attic Stock.
- m. The Technical Provisions of this Specification have been prepared to list the following information:
- i. Selected Technical Provisions contain a Data Base, enumerating components, equipment, quantity, and remarks describing the OM&S Contractor's responsibilities relative to major repair, service contracts and subcontracted work.
 - ii. Selected Technical Provisions contain a listing of service contracts and their duration which shall be provided by the OM&S Contractor and included in his/her OM&S proposal.
 - iii. Selected Technical Provisions contain specific objectives for PPSB Facility Security and Janitorial/Custodial work to be provided under Subcontracts to the OM&S Contractor.
 - iv. As directed within this RFP, the PPSB OM&S Contractor shall proactively determine the need for additional subcontract work to be carried out under the contract, and under the OM&S Contractor's directions, justify the need to the PPSB Facility Director, provide written management summaries to back-up recommendations for such subcontract work, including assessment, alternatives, plan of attack, cost estimates and schedule, with identification of critical path for design (if any), management decisions, procurement of material and physical work.

4. Requirements to be delivered by the OM&S Contractor

- a. The following requirements shall be delivered:
- i. Provision of a high-quality level of management, and maintenance of the physical facilities of the PPSB Project; Organization, planning, coordination, and management of all OM&S tasks including OSSF, as well as all subcontracts;
 - ii. Providing value added services in the form of:
 - iii. Optimizing energy consumption by using US Green Building Council Best Practices and

consistent with the direction from City-selected energy services companies and energy management consultants

- iv. Managing and optimizing the Attic Stock, for the then current year and each succeeding year;
- iii. Providing creative operations management suggestions.
- v. Providing OM&S Services which maximize the life of the physical plant facilities through prevention of failures attributable to: inadequate care; improper adjustments; lack of attention; tardy response to disarrangement notices; failure to follow manufacturer's instructions; failure to take prudent remedial steps; failure to recommend changes to design/construction, duty cycle, and/or operation to the PPSB Facility Director; failure to prudently, assertively, and promptly enforce in place guarantees/warranties and maintenance contracts; failure to establish new or renew existing maintenance contracts; failure to maintain an attic stock of appropriate spare parts and replacement equipment; failure to train and refresh OM&S OSSF; failure to establish the necessary OSSF manpower levels and manage effectively to bring the force to bear on a predictable, reliable, sustained basis; failure to document maintenance and repair history; and failure to control, audit and administrate all subcontracts under the OM&S Contract.
- vi. Research as-built conditions, commissioning reports, approved shop drawings, operating and maintenance manuals, all construction period correspondence, manufacturer's representatives to obtain recommended preventative maintenance plans for all systems, equipment, components and materials making up the physical facilities of the PPSB, and as described on the Data Base of this Specification. Prepare a detailed Preventative Maintenance Program of all PPSB physical facilities, submit a preliminary, pre-final and final program for review and approval by the PPSB Facility Director, and upon final acceptance, document the plan in bound form with originals in a readable electronic format, and retain a hard copy in the OM&S office.
- vii. Update the program plan quarterly to incorporate changes in systems, equipment or new construction, and include manufacturer's bulletin information. Format the Preventative Maintenance Program to suit the requirements of the CMMS.
- viii. Establishing and maintaining an open, collaborative relationship with the Philadelphia Department of Public Property.
- ix. Establishing a cooperative relationship with any energy service company or other energy consultant that the City utilizes to realize energy conservation and energy efficiency measures in the PPSB facility to ensure expected energy savings.
- x. Quantification of the PPSB Facility - Refer to the plans and specifications available for review, and used to prepare the OM&S RFP.
- xi. Drawings and specifications can be emailed to bidders upon request.

5. Preparation of Proposal

- a. Site Investigation: By submission of his/her proposal, the OM&S Contractor acknowledges that he/she has investigated and satisfied himself/herself as to the conditions affecting the work including, but not restricted to: those bearing upon transportation, disposal, handling and storage of materials; availability of labor, water, electric power, roads and uncertainties of weather, river stages, tides or similar physical conditions at the site; the conformation and conditions of the ground; the character of equipment and facilities needed preliminary to and during prosecution of the work; the mobilization, training, and site familiarization required of the OM&S
- b. Contractor is to achieve full OM&S control of the PPSB Facility. The OM&S Contractor further acknowledges that he/she has satisfied himself/herself as to the character, quality, and quantity of surface and subsurface materials or obstacles and the PPSB Facility Security Issues, to be encountered, insofar as this information is reasonably ascertainable from an inspection of the site, pre-proposal briefings, the OM&S RFP, as well as from information presented by the PPSB drawings and specifications made available during the Proposal phase.
- c. The OM&S Contractor further warrants that he/she accepts the special conditions presented by the working conditions of the PPSB Facility including but not limited to safety, security, employee testing, and employee dismissal rights and privileges of the City.

6. Facility Director

The Philadelphia Public Property's Department (DPP) shall designate a PPSB Facility Director, whose responsibilities include but are not limited to provision of: PPSB original Design, and Construction Documentation; OM&S Bid Documentation; Direction of the OM&S Contractor, Operational Planning; CMMS System planning and startup; Inspection and overview of the OM&S Contractor's performance, authorization and approval of any matters affecting expenditure of funds, and/or project schedule.

7. Contingent Fee Prohibition

- a. The OM&S Contractor warrants that it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for the OM&S Contractor, to solicit or secure this agreement, and that it has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee or agent, any fee or any other consideration contingent on the making of this contract.
- b. For breach or violation of this warranty, the City shall have the right to terminate this agreement without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokering fee, gift, or contingent fee.

8. Cost and Price Certification

The OM&S Contractor by submitting cost or price information certifies that, to the best of his/her knowledge, the information submitted is accurate, complete, and current as of a mutually determined specified date prior to the conclusion of any price discussions or negotiations for:

- a. A negotiated contract, if the total contract price is expected to exceed \$100,000, or a smaller amount set by the PPSB Facility Director; or
- b. A change order or contract modification, expected to exceed \$100,000, or a smaller amount set by the PPSB Facility Director.
- c. The price, including profit or fee, shall be adjusted to exclude any significant price increases occurring because the Contractor furnished cost or price information which, as of the date agreed upon between the parties, was inaccurate, incomplete, or not current.

9. Contract Administration

This contract shall be administered on behalf of the City by the PPSB Facility Director.

10. Authority of the Philadelphia Public Services Building (PPSB) Facility Director

- a. The PPSB Facility Director shall decide all questions which may arise as to the quality and acceptability of work performed and as to the rate of progress of said work; all questions which may arise as to the interpretation of any or all plans and/or specifications; and all questions as to the acceptable fulfillment of this contract on the part of the OM&S Contractor.
- b. The PPSB Facility Director shall determine the amount of work performed, to be paid for under this contract.
- c. The PPSB Facility Director shall have the authority to suspend the work wholly or in part due to the failure of the OM&S Contractor to carry out provisions of this contract, engage alternative sources, and back charge the OM&S Contractor accordingly.
- d. The PPSB Facility Director may authorize progress payments for work satisfactorily completed, subject to such retainage that the PPSB Facility Director deems appropriate.
- e. The PPSB Facility Director shall review and negotiate the value of expenditures requested from the FLMA account, as requested and justified by the OM&S Contractor. The PPSB Facility Director shall authorize any FLMA expenditures.

11. Compliance with Laws

The OM&S Contractor represents and warrants that:

- a. It is qualified to do business in the City of Philadelphia, Pennsylvania, and that it shall take such action as, from time to time hereafter, may be necessary to remain so qualified;
- b. It is not and its subcontractors are not in arrears with respect to the payment of any monies due and owing the City of Philadelphia, or any Department or unit thereof including, but not limited to, the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this contract;
- c. It shall comply with all federal, state, and local laws, regulations, and ordinances applicable to its activities and obligations under this contract; and
- d. It shall procure, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this contract.

12. Initiation of Work

The OM&S Contractor shall not commence performance of the services until it receives a formal written notice to proceed from the City.

13. Notice to Proceed and Prosecution of the Work

- a. After this contract has been executed, the City shall, within the time limit specified in the contract documents, issue to the OM&S Contractor a notice to proceed and this notice shall stipulate the date on or before which the OM&S Contractor is required to begin work. The specified contract time shall begin on the day work (other than mobilization) actually starts or on the day stipulated in the notice to proceed, whichever is earlier. Any preliminary work started, or materials ordered, before receipt of the notice to proceed, shall be at the risk of the OM&S Contractor.
- b. The OM&S Contractor shall begin work promptly within the time specified by the PPSB Facility Director and shall notify the PPSB Facility Director at least 48 hours before starting work.
- c. Submit written mobilization schedule for: the PPSB's OM&S project, to the PPSB Facility Director within ten (10) days from the date of the notice to proceed with the base contract.
- d. After the start of the work, prosecute the OM&S work continuously on all acceptable working days without stoppage until the entire contract is complete.
- e. Should the City direct a work stoppage, or work be interrupted for any reason, notify the PPSB Facility Director of justification and also notify the PPSB Facility Director at least 24 hours in advance of resuming operation. Confirm such notification in writing.

14. Conformity with Contract Requirements

- a. All work performed and all materials furnished shall be in conformity with the contract requirements. In the event the PPSB Facility Director finds the materials or the furnished product in which the materials are used, or the work performed do not conform to the contract requirements and have resulted in an inferior or unsatisfactory product or service, the work or materials shall be removed and replaced at the pleasure of the City, or otherwise corrected by and at the expense of the OM&S Contractor.
- b. In the event the PPSB Facility Director finds the materials or the finished product in which the materials are used are not in conformity with these contract requirements but that acceptable work has been produced, the PPSB Facility Director shall then make a determination if the work shall be accepted. In this event, the PPSB Facility Director shall document the basis of acceptance by a change order which may provide for an equitable adjustment in OM&S Contractor payments price. Any action taken pursuant to this paragraph will not result in an increase of the contract price.
- c. Equal or Approved Equal - When any article is specified by proprietary name, trade name, and/or name of manufacturer with or without the addition of such expressions as "or equal" or "or approved equal", it is

to be understood that the article named or the equal thereof is intended, subject to the approval of the PPSB Facility Director as to the quality thereof; and it is distinctly understood:

- i. That the PPSB Facility Director is to use his/her own judgment in determining, from time to time, whether or not any article proposed to be submitted is the equal of any article so specified,
 - ii. That the decision of the PPSB Facility Director on all such questions of equality shall be final, and
 - iii. That, in the event of any adverse decision by the TFM, no claim of any sort shall be made or allowed against the PPSB Facility Director, or the City because of such decision.
- d. The offer of an article by the OM&S Contractor for an article specified shall raise the presumption that it is for the purpose of saving money. If, in such a case, the article is approved, the City shall be given credit in the amount of the difference between the net cost to the OM&S Contractor of the article submitted and the price at which he/she could have obtained the lowest priced article specified. For convenience in verifying the credit, if any, the OM&S Contractor shall submit these figures when the offer is made, and no article shall be considered without such figures.
- e. The word "article" wherever used in this subsection entitled, "Equal or Approved Equal", shall be taken to mean any article, material, or thing.

15. Inspection of Work

- a. All materials and each part or detail of the work shall be subject at all times to inspection by the PPSB Facility Director, or other appropriate person from the City (including an "Engineer" designated by the City), and the OM&S Contractor shall be held strictly to this contract and allowable tolerances and in regard to quality of materials, workmanship, and the diligent execution of this contract. Such inspection may include mill, plant, or shop inspection. Any material furnished under this contract is subject to such inspection. The PPSB Facility Director, or other appropriate person from the City, shall be allowed access to all parts of the work and shall be furnished with such information and assistance by the OM&S Contractor as is required to make a complete and detailed inspection.
- b. If the PPSB Facility Director requests it, the OM&S Contractor, at any time before acceptance of the work, shall remove or uncover such portions of the finished work as may be directed. After examination, the OM&S Contractor shall restore said portions of the work to the standards required by this contract. Should the work thus exposed or examined prove acceptable, adjustments in the contract time and price shall be made by change order for the uncovering or removing, and the replacing of the covering or making good of the parts removed. Should the work so exposed or examined prove unacceptable, the uncovering, removing, and/or replacing, shall be at the OM&S Contractor's expense.
- c. When the United States Government or any corporation, or other agency is to pay a portion of the cost of the work covered by this contract, their respective representatives shall have the right to inspect the work.

16. Removal of Defective Work

- a. All work and materials which do not conform to the requirements of this contract shall be considered unacceptable, unless otherwise determined acceptable under the provisions of the Inspection of Work section.
- b. Any defective work, whether the result of poor workmanship, use of defective materials, damage through carelessness or any other cause, found to exist, shall be removed and replaced by work and materials which shall conform to the specifications or shall be remedied otherwise in an acceptable manner authorized by the PPSB Facility Director.
- c. Upon failure on the part of the OM&S Contractor to comply promptly with any order of the PPSB Facility Director made under the provisions to this section, the PPSB Facility Director shall have authority to cause defective work to be remedied or removed and replaced, and unauthorized work to be removed and to deduct the costs from any monies due or to become due the OM&S Contractor under this contract.

17. Discrepancies in Contract Documents

- a. In the event the OM&S Contractor discovers any discrepancies in the contract documents, he/she shall immediately notify the PPSB Facility Director. The PPSB Facility Director shall then make such corrections and interpretations as may be deemed necessary for fulfilling the intent of this contract.
- b. In the event of a conflict between these General Provisions and any other provision of the contract documents, these General Provisions shall prevail unless such other provision expressly provides to the contrary.

18. Cooperation by OM&S Contractor

- a. The OM&S Contractor shall give the work the constant attention necessary to facilitate the progress thereof and shall cooperate with the PPSB Facility Director and his/her inspectors in every way possible.
- b. The OM&S Contractor shall propose, and once approved by the PPSB Facility Director, assign to this contract as his/her agent, a competent Project Manager and Assistant Project Manager as well as Supervisors of Maintenance and Support Services, who are capable of communicating in English, are capable of reading and thoroughly understanding the contract documents, are thoroughly experienced in the type of work being performed, and who shall receive administrative instructions from the PPSB Facility Director or his/her authorized representatives. The OM&S Project Manager shall have full authority to execute the orders or directions of the PPSB Facility Director without delay, and to promptly supply such materials, equipment, tools, labor, and incidentals as may be required. Such superintendence by the OM&S Contractor's Project Manager and Supervisors shall be furnished irrespective of the amount of work sublet. All OSSF shall be full-time employees of the OM&S Contractor and assigned solely to the PPSB project.

19. Cooperation with Utilities

- a. It is understood and agreed that the OM&S Contractor has considered in his/her bid all of the permanent and temporary utility appurtenances in their present, as built or relocated positions and that no additional compensation shall be allowed for normal delays, inconvenience, or damage sustained by him/her due to any interference from the said utility appurtenances.
- b. The OM&S Contractor shall have responsibility for notifying all affected utility companies prior to the necessity of performing any work on their utilities and shall cooperate with them in achieving the desired results. All damage to utility facilities caused by the OM&S Contractor's operations shall be the responsibility of the OM&S Contractor.
- c. In the event of interruption to utility service as a result of accidental breakage or as a result of being exposed or unsupported, the OM&S Contractor shall promptly notify the proper authority and shall cooperate with the said authority in the restoration of service. No work shall be undertaken around fire hydrants until provisions for continued service have been approved by the PPSB Facility Director.

20. Cooperation Between Contractors

- a. Separate contractors on adjoining or overlapping work shall cooperate with each other as necessary. Such cooperation shall include:
 - i. Arrangement and conduct of work;
 - ii. Storage and disposal of materials, etc., by each in such manner as to not necessarily interfere with or hinder the progress of the work being performed by other contractors. Contiguous work shall be joined in an acceptable manner.
 - iii. Adjustments in operations and maintenance to increase energy efficiency of equipment as directed by a City-selected energy services contractor or other consultant. OM&S Contractor and team agree to cooperate fully with City-selected energy services companies or consultants and the implementation of City-approved energy efficiency and energy conservation measures.

- b. The City shall have the right, at any time, to contract for and perform other work on, near, over, or under the OM&S Services work covered by this contract. Cooperate fully with such other contractors and assume full responsibility for the administrative overview, advice and consulting activity required to manage the Operation & Support Services accruing to the PPSB as a result of such other work by others. Carefully fit your own work to such other work as may be directed by the PPSB Facility Director.
- c. The OM&S Contractor agrees that in event of dispute as to cooperation, the PPSB Facility Director shall act as referee and decisions made by the PPSB Facility Director shall be binding. The OM&S Contractor agrees to make no claims against the City for any inconvenience, delay, or loss experienced by him/her because of the presence and operations of other contractors.

21. City Furnished Material

- a. The OM&S Contractor shall furnish all materials required to complete the work, except those specified to be furnished by the City. Materials furnished by the City shall be delivered or made available to the OM&S Contractor. The work of handling and placing all materials, after they are delivered to the OM&S Contractor, shall be considered as included in the OM&S work scope for the item in connection with which they are used.
- b. The OM&S Contractor shall be held responsible for all material delivered to him/her, and deductions shall be made from any monies due him/her to make good any shortages and deficiencies, from any cause whatsoever, and for any damage which may occur after such delivery, and for any demurrage charges.
- c. In cases where materials are supplied by the City and incorporated in the contract work by the OM&S Contractor, assume full responsibility for material and inspection, acceptance, storage and security.

22. OM&S Contractor's Insurance

- a. Prior to the start of work and annually at the start of each succeeding contract period, submit to the PPSB Facility Director, certificate(s) of insurance indicating that you carry insurance against the risks and in the amounts specified in Appendix A-1 attached to this Opportunity.
- b. The OM&S Contractor must require all subcontractors, who are retained by him/her, and/or assigned to him/her, to carry comprehensive general public liability and property damage insurance in amounts sufficient to cover the subcontractor's exposure under this contract, and may require proof of coverage prior to the start of work on each subcontract. Upon expiration of existing service contracts, assume management responsibility for establishing new, replacement service contracts. Assure that all such new service contracts and subcontracts carry identical terms covering such insurance, and assume responsibility on a subcontract basis.

23. Contractor Responsibility for Damage Claims

- a. Indemnify, protect and save harmless, and require that each subcontractor shall indemnify, protect and save harmless, the City and all of its professional agents, representatives from all suits, actions, or claims of any character brought on account of any injuries or damages sustained by any person or property in consequence of any neglect in safeguarding the work or through the use of unacceptable materials in the OM&S contract work, or on account of any act or omission by the said OM&S Contractor or subcontractor, or as a result of faulty, inadequate, or improper temporary drainage during construction, or on account of the use, misuse, storage, or handling of caustics, flammable, or HAZMATs, or on account of any claims or amounts recovered for any infringement of patent, trademark, or copyright, or from any claims or amounts arising or recovered under the Workmen's Compensation Laws, or any other State or local law, bylaw, ordinance, regulation, order, or decree whether by himself/herself or his/her employees or subcontractors.
- b. The OM&S Contractor shall be responsible for all damage or injury to property of any character during the prosecution of the work resulting from any act, omission, neglect, or misconduct, in the manner or method of executing said work satisfactorily or due to the non-execution of said work or at any time due to defective work or materials and said responsibility shall continue until the improvement shall have been completed and accepted.

- c. The OM&S Contractor shall not be held responsible for any claims arising from accidents incurred because of any activity within the PPSB, or general use during the time the project, except from accidents which are attributable to his/her negligence.

24. Assignment

The OM&S Contractor shall not assign the whole or any part of this contract, or any monies due or to become due under this contract without the prior written consent of the City.

25. General Guaranty

Neither the final acceptance of the work or payment therefore nor any provision in the contract documents nor partial or entire use of the work by the City shall constitute an acceptance of work not performed in accordance with the contract documents or relieve the OM&S Contractor of liability for any express warranties or responsibility for faulty materials or workmanship. The OM&S Contractor shall remedy any defects in the work, and pay for any damage to other work resulting from defects in his/her work which shall appear within a period of one (1) year from the date of final acceptance of work, unless a longer period is specified. The City shall give notice of observed defects with reasonable promptness.

26. Final Acceptance and Payment

Upon the completion of any of the work under this contract, the PPSB Facility Director shall make a final inspection of the entire work and direct the OM&S Contractor to take any corrective action to properly complete the work. Once the PPSB Facility Director is satisfied that the work is properly completed he/she shall certify to the City, in writing, the final acceptance of the entire project. The City, upon receipt and approval of said certificate, shall pay, or cause to be paid to the OM&S Contractor, the whole amount of money then due to the OM&S Contractor under the terms of this contract.

27. Personal Liability of Public Officials

In carrying out any of the provisions of this contract, or in exercising any power or authority granted to them by or within the scope of this contract, there shall be no liability upon the City, PPSB Facility Director, other authorized representatives, and design professionals retained by the City, either personally or as officials of the City, it being understood that in all such matters they act solely as agents and representatives of the City.

28. Approval Authority

This contract and any change order or amendment thereto, is subject to the approval requirements established by the City of Philadelphia. This contract shall be considered to bind the parties hereto in accordance with the Charter and Laws of the City of Philadelphia.

29. Remedies and Termination

- a. Termination for Default
 - i. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of applicable regulations of the City of Philadelphia.
 - ii. If the OM&S Contractor fails to fulfill its obligations under this contract properly and on time, or otherwise violates any provision of this contract, the City may terminate this contract by written notice to the OM&S Contractor. The notice shall specify the acts of omissions relied on as cause for termination. All finished or unfinished supplies and services provided by the OM&S Contractor shall, at the City's option, become the City's property. The City shall pay the OM&S Contractor fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by OM&S Contractor's breach. If the damages are more than the compensation payable to the OM&S Contractor, the OM&S Contractor shall remain liable after termination and the City can affirmatively collect damages.
- b. Termination for Convenience of the City
 - i. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of the City of Philadelphia.
 - ii. The performance of work under this contract may be terminated by the City in accordance with this clause in whole, or from time to time in part, whenever the City shall determine that such termination is

in the best interest of the City. The City shall pay all reasonable costs associated with this contract that the OM&S Contractor has incurred up to the date of termination and all reasonable costs associated with termination of this contract. However, the OM&S Contractor shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination.

30. Delays and Extensions of Time

- a. The OM&S Contractor agrees to prosecute the work continuously and diligently and no charges or claims for damages shall be made by it for any delays or hindrances, from any cause whatsoever, during the progress of any portion of the work specified in this contract.
- b. Time extensions shall be granted only for excusable delays that arise from unforeseen causes beyond the control and without the fault or negligence of the OM&S Contractor including, but not restricted to, acts of God, acts of the public enemy, acts of the City in either its sovereign or contractual capacity, acts of another contractor in the performance of a contract with the City, vandalism, fires, floods, epidemics, quarantine restrictions, strikes, or delays of subcontractors or suppliers arising from unforeseen causes beyond the control and without the fault or negligence of either the OM&S Contractor or the subcontractors or suppliers.

31. Differing Site Conditions

The OM&S Contractor shall promptly, and before such conditions are disturbed, notify the PPSB Facility Director, in writing, of:

- a. Subsurface or latent physical conditions at the site differing materially from those indicated in this contract; or unknown physical conditions at the site of an unusual nature, differing materially from those ordinarily encountered in a High Rise Municipal Office environment, and generally recognized as inherent in work of the character provided for in this contract. The PPSB Facility Director shall promptly investigate the conditions, and if he/she finds that such conditions do materially so differ and cause an increase or decrease in the OM&S Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether or not changed as a result of such conditions, an equitable adjustment shall be made and this contract modified, in writing, accordingly.
- b. No claim of the OM&S Contractor under this clause shall be allowed unless the OM&S Contractor has given the notice required in A. above; provided, however, the time prescribed therefore may be extended by the City.
- c. No claim by the OM&S Contractor for an equitable adjustment hereunder shall be allowed if asserted after final payment under this contract.

32. Changes

The PPSB Facility Director unilaterally may, at any time, without notice to the sureties, if any, by written order designated or indicated to be a change order, make any change in the work within the general scope of this contract including, but not limited to, changes:

- a. In the specifications;
- b. In the method or manner of performance of the work , including work on HVAC and related equipment operations and maintenance;
- c. In the City furnished facilities, equipment, materials, services, or site; or
- d. Directing acceleration in the performance of the work.
- e. Any other written order or an oral order including a direction, instruction, interpretation, or determination from the PPSB Facility Director that causes any such change, shall be treated as a change order under this clause, provided that the OM&S Contractor gives the PPSB Facility Director written notice stating the date, circumstances, and source of the order and that the OM&S Contractor regards the order as a change order.

- f. Except as herein provided, no order, statement, or conduct of the PPSB Facility Director shall be treated as a change order under this clause or entitle the OM&S Contractor to an equitable adjustment hereunder.
- g. If any change order under this clause causes an increase or decrease in the OM&S Contractor's cost of, or the time required for, the performance of any part of the work under this contract, whether or not changed by any order, an equitable adjustment shall be made and this contract modified, in writing, accordingly; provided, however, that except for claims based on defective specifications, no claim for any change shall be allowed for any costs incurred more than 20 days before the OM&S Contractor gives written notice as therein required; and provided further, that in the case of defective specifications for which the City is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the OM&S Contractor in attempting to comply with such defective specifications.
- h. If the OM&S Contractor intends to assert a claim for an equitable adjustment under this clause, he/she shall, within 30 days after receipt of a written change order or the furnishing of written notice, submit to the PPSB Facility Director a written statement setting forth the general nature and monetary extent of such claim, unless this period is extended by the City. The statement of claim hereunder may be included in the notice.
- i. Each contract modification or change order that affects the contract price shall be subject to the prior written approval of the PPSB Facility Director and other appropriate authorities and to prior certification of the appropriate fiscal authority of fund availability and the effect of the modification or change order on the project budget, OM&S Contractor charges and, the total construction cost. If, according to the certification of the fiscal authority, the contract modification or change order shall cause an increase in cost that shall exceed budgeted and available funds, the modifications or change order shall not be made unless sufficient additional funds are made available or the scope of the project is adjusted to permit its completion within the project budget.
- j. No claim by the OM&S Contractor for an equitable adjustment hereunder shall be allowed if asserted after final payment under this contract.
- k. Changes under this section shall not be construed in any manner to void the Contract.

33. Negotiated Payment Provision

- a. If as a result of changed conditions, any subcontractor seeks an equitable adjustment, if, and to the extent approved by the PPSB Facility Director, an adjustment is made to a subcontracted amount due a subcontractor, the OM&S Contractor may add a mark up to the subcontractor's, approved (by the PPSB Facility Director), adjusted costs for labor, material and equipment, to account for OM&S Contractor's main office indirect overhead and OM&S Contractor's profit, under the condition that this applies exclusively to subcontracts not engaging the OM&S Contractor's firm. In the cases where the OM&S Contractor's firm is involved in providing labor and/or material as part of the subcontract, the markup permitted the OM&S Contractor on account of the aforementioned changed conditions shall be reduced from the specified value by fifteen (15) percent.
- b. The Negotiated Payment Provisions apply only to price adjustments negotiated prior to completion of the added or changed work.
- c. Approved additional payments for the aforementioned changed conditions shall be funded through the FLMA.

34. Suspension of Work

- a. The PPSB Facility Director unilaterally may order the OM&S Contractor, in writing, to suspend, delay, or interrupt all or any part of the work for such period of time as he/she may determine to be appropriate for the convenience of time City.
- b. If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted by an act of the PPSB Facility Director in the administration of this contract or by his/her

failure to act within the time specified in this contract (or if no time is specified, within a reasonable time), an adjustment shall be made for any increase in the cost of performance of this contract (excluding profit) necessarily caused by such unreasonable suspension, delay, or interruption and the contract modified, in writing, accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent;

- i. That performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the OM&S Contractor, or
 - ii. For which any equitable adjustment is provided for or excluded under any other provision of this contract.
- c. No claim under this clause shall be allowed;
 - i. For any costs incurred more than 20 days before the OM&S contractor shall have notified the PPSB Facility Director, in writing, of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order), and
 - ii. Unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of such suspension, delay, or interruption, but not later than the date of final payment under this contract.

35. Force Labor and Material Account (FLMA)

The descriptions of conditions described and directions contained under this section apply to the FLMA.

1. The OM&S Contractor may be required to provide additional OSSF staff beyond the total personnel count listed in the proposed "Labor Rate Schedule Chart" (LRSC), during regular hours without overtime rates, as a result of changes to the contract. Salary rates included in the (LRSC) (less absent time cost) shall be used to compute and propose additional OM&S charges under change order procedures.
2. The OM&S Contractor may be required to provide additional Janitorial/Custodial Personnel (JCP), beyond the total count of personnel, listed in the Proposed Labor Rate Schedule Chart (JCP) during regular hours without overtime rates, as a result of changes to the contract. Salary rates included in the (LRSC) (less absent time cost) shall be used to compute and propose additional JCP charges, under change order procedures.
3. The OM&S Contractor may be required to provide additional Security Guard Personnel (SGP), beyond the total count of personnel, listed in the Proposed Labor Rate Schedule Chart (SGP) during regular hours without overtime rates, as a result of changes to the contract. Salary rates included in the (LRSC) (less absent time cost) shall be used to compute and propose additional SGP charges, under change order procedures.
4. Additional material and equipment purchases may be requested of the OM&S Contractor, some on an emergency basis, some to replenish attic stock. Costs shall be based on OM&S Contractor's wholesale cost. Submit substantiation of the difference.
5. Newly defined, and/or emergency services may be required of the OM&S Contractor's subcontractors.
6. Changes may be required to the in-place subcontractors listed in the initial proposal.
7. Changes may be requested to subcontracts defined during the course of the contract term.
8. Overtime may be requested of the OM&S Contractor's OSSF, JCP, and SGP as a result of special or emergency conditions. Salary rates for overtime work, based on statutory multiples of the labor rates proposed in the LRSC (less absent time cost) shall be used to compute and propose additional OM&S charges under change order procedure.

9. The only acceptable basis for a request by the OM&S Contractor to provide: additional staff count; additional regular staff hours; additional staff overtime hours on the part of OSSF, JCP and/or SGP is a claim that in the specific instance, there are changed conditions relative to: the requirements of this RFP; and the Respondent's quantitative listing of OSSF, JCP and SGP. Under the above conditions, and based upon approval of the PPSB Facility Director, change orders to the OM&S Contract will be funded from the FLMA.
10. OM&S Contractor mark up for fee is permitted to be added to the above change order requests, at the same rate as entered on the yearly OM&S cost form.
11. Compensation for the work described under this account shall be drawn from a fixed account designated FLMA, which is budgeted on an annual basis to cover each year of the OM&S contract. The OM&S contractor is required to manage the budget by tracking costs, from the time material is ordered or projects approved, and must not exceed budget amounts. At the end of each OM&S contract fiscal year, a budget for the FLMA shall be proposed and justified by the OM&S Contractor for review and approval by the PPSB Facility Director. Review the budget for each year, three months prior to expiration of the preceding contract year, advise and recommend new budgets for FLMA, based on ongoing OM&S Contractor experience.
12. The FLMA account remains as City funds throughout each year of the OM&S contract, with the account balance not used at the end of each contract year reverting to the City treasury. All FLMA account expenditures must be approved in advance by the PPSB Facility Director.

36. Variations in Estimated Quantities

1. Where the quantity of an extra work item, under this contract, is an estimated quantity and where the actual quantity of such pay item varies more than 25% above or below the estimated quantity stated in this contract, an equitable adjustment in the contract price shall be made upon demand of either party. The equitable adjustment shall be based upon any increase or decrease in costs due solely to the variation above 125 percent or below 75 percent of the estimated quantity. To clarify, if actual cost is less than 25% higher than the estimated cost, the OM&S contractor is responsible for the added cost.
2. If the actual cost is more than 25% higher than the estimated cost, the City May, upon approval of the PPSB Facility Director, reimburse the OM&S contractor for the added cost. If the quantity variation is such as to cause an increase in the time necessary for completion, the PPSB Facility Director shall, upon receipt of a written request for an extension of time within ten (10) days from the beginning of delay, or within a further period of time which may be granted by the PPSB Facility Director before the date of final settlement of this contract, ascertain the facts and make the adjustment for extending the completion date as in this judgment the findings justify.
3. Extra Work item is defined as tasks that do not coincide with the regularly scheduled scope of work and/or Subcontractor asks that are not included in the contract.

37. Sanctions Upon Improper Acts

1. In the event the OM&S Contractor, or any of its officers, partners, principals, or employees, is convicted of a crime arising out of, or in connection with, the procurement of work to be done or payment to be made under this contract, this contract may, in the discretion of the City, be terminated.
2. City regulations which relate to contracts with persons convicted of bribery, attempted bribery or conspiracy to bribe are incorporated in this contract by reference.
3. City regulations relating to collusion for purposes of defrauding the City are incorporated into this contract by reference.

4. City regulations dealing with, "Disqualification, Suspension, Debarment, Reinstatement, and Sanctions," is incorporated into this contract by reference.

38. Non-Hiring of Employees

No employee of the City of Philadelphia or any unit thereof, whose duties as such employee include matters relating to or affecting the subject matter of this contract, shall while so employed, become or be an employee of the party or parties hereby contracting with the City of Philadelphia or any unit thereof.

39. Conflict of Interest Law

It is unlawful for any City officer, employee or agent to participate personally in his/her official capacity through decision, approval, disapproval, recommendation, advice, or investigation in any contract or other matter in which he/she, his/her spouse, parent, minor child, brother or sister, has a financial interest, or to which any firm, corporation, association, or other organization in which he/she has a financial interest or in which any person or organization with director, trustee, partner, or employee is a party, or to which any person or organization with whom he/she is negotiating or has any arrangement concerning prospective employment, is a party, unless such officer, employee, or agent has previously complied with the provisions of Applicable City of Philadelphia statutes & codes.

40. Tax Exemption

The City is generally not subject to federal, state, or local sales or use tax or federal excise tax. OM&S Contractor hereby assigns to City all of its right, title and interest in any sales or use tax which may be refunded as a result of the purchase of any materials in connection with the Contract, and the OM&S Contractor, unless directed by the City, shall not file a claim for any sales or use tax refund subject to this assignment. The OM&S Contractor authorizes the City or its agent in its own name or in the name of the OM&S Contractor, to file a claim for a refund of any sales or use tax subject to this assignment. To the extent it may be applicable to the work under this contract, the OM&S Contractor covenants and agrees that it shall not bill the City for, or otherwise pass-through to the City for payment any Federal Excise Tax paid in connection with the work under this contract; in consideration of the Contractor's foregoing covenant, the City hereby consents to any filing by the OM&S Contractor for a refund of any Federal Excise Tax paid in connection with the work under this contract.

The OM&S Contractor agrees to include the above referenced paragraph in any subcontracts with subcontractor.

41. Specifications

All materials, equipment, supplies, or services shall conform to Federal, State and City laws and regulations and to the specifications contained in this solicitation.

42. Delivery

Delivery shall be made in accordance with the bid specifications. The City reserves the right to test any materials, equipment, supplies, or services delivered to determine if the specifications have been met. Any material that is defective or fails to meet the terms of the bid specifications shall be rejected. Rejected materials shall be promptly replaced. The City reserves the right to purchase replacement materials in the open market. Should the OM&S Contractor fail to promptly replace materials lawfully rejected shall be liable for any excess price paid for the replacement, plus applicable expenses, if any.

43. Patent, Trademark, and Copyright Infringements

OM&S Contractor agrees to indemnify, protect, and save harmless the City, its officers, agents, and employees with respect to any claim, action, cost, or judgment for patent, trademark, and copyright infringement, arising out of purchase or use of materials, supplies, equipment, or services covered by this contract.

44. Occupational Safety and Health Act (OSHA)

All materials, supplies, equipment or services supplied as a result of this contract shall comply with the applicable U.S. and Pennsylvania State and City of Philadelphia Occupational Safety and Health Act standards.

45. Multi-Year Contracts Contingent Upon Appropriations

If the City Council fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of this contract succeeding the first fiscal period, this contract shall be cancelled automatically as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available. The City shall notify the OM&S Contractor as soon as it has knowledge that funds will not be available for the continuation of this contract for each succeeding fiscal period beyond the first.

46. "Buy American Steel" Act

Federal and State of Pennsylvania provisions pertaining to implementation of the "Buy American Steel" Act are incorporated in this contract by reference.

47. Wage Schedule

1. Refer to the "Minimum Wage (plus fringe benefits) (total wage cost) Schedule attached as Forms 1A (Labor Rate Schedule Chart) and 1B (Four Year Sost Summary Chart) to determine the minimum permissible total wage cost to be paid: a. By the OM&S Contractor for all OSSF;
a. By the Subcontractor for all JCP;
b. By the Subcontractor for all SGP
2. The fringe benefits covered by this schedule include:
 - a. Sick leave days;
 - b. Vacation days;
 - c. Holidays;
 - d. Personal Leave Days;
 - e. Health and Welfare Benefits;
 - f. Statutory: Federal and State Employee Taxes.
3. Use the actual raw employee wage value portion of the Proposer's Total Wage Cost for the personnel hourly rate value column of the appropriate subcontractor. Include the fringe benefits portion of the Proposer's Total Wage Cost for the "Fringe Benefits". In the case of each position, the sum of: the raw wage cost and the fringe benefit cost must be no lower than the value listed for the position, in the Minimum (wage plus fringe benefits) Schedule.
4. The City of Philadelphia's Labor Standards Unit (LSU) shall have the responsibility of administering the requirements set forth below. The OM&S contractor shall keep accurate records preserved on employee time sheets and/or timecards showing the name, address, social security number, occupational classification, wages and other benefits paid or provided and number of hours worked for each employee assigned to City work. Such record shall be preserved at the current place of business of the OM&S contractor for two years from the date of final payment on the contract. The OM&S contractor shall make these employment records available for inspection by the City's LSU and shall permit LSU to interview employees during the hours on the job, all without prior notice.
5. The contractor shall fully cooperate with any such inspection or interview by LSU. The OM&S contractor shall maintain records which demonstrate to the satisfaction of LSU that the commitment to provide fringe benefits through the funding of a benefits plan is enforceable, that the benefits plan is financially responsible, and that the benefits plan has been communicated in writing to the covered employees. The OM&S contractor and its subcontractors shall, upon commencement of work activity submit certified payrolls through the LSU on a weekly basis, no later than 15 days after the completion of the last work day of the billing period, file with LSU a copy of payroll form WH-347 and a certified statement setting forth (to the extent not included in the Payroll) 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.

6. The LSU may require such information to be submitted in machine-readable form. The certification shall affirm that the statement and payroll are correct and complete, that the wages set forth therein are not less than those required by this RFP. All payrolls shall bear the applicable contract number and the signature of the president of the company or company officer with power of attorney.
7. The LSU shall have the responsibility of investigating labor complaints against the OM&S contractor or any subcontractor; and shall investigate such complaints and in connection therewith or with respect to any investigation shall have full power and authority to subpoena any witness, books, records, or other data of any person for the purposes of obtaining information pertinent to such investigations; LSU shall make a finding in writing with respect to each complaint filed, and shall send a copy thereof to the TFM for appropriate action and the contractor and shall maintain it on file.
8. Failure to pay the Minimum Wages may result in the assessment of penalties under Philadelphia code against the OM&S contractor. All time records must be submitted in a manner to comply Time Records” requirements. All billings shall be prepared in a format (to be approved by the PPSB Facility Director) which will clearly differentiate between all of the hours, personnel and cost centers shown on the LRSC sheets and yearly cost forms.
9. Holidays are:
 - Christmas Day;
 - New Year’s Day;
 - Memorial Day;
 - Independence Day;
 - Labor Day;
 - Thanksgiving Day.
10. The City does not grant an alternative off day for holidays other than Christmas and New Years, which may fall on a weekend day. Days preceding, or following a weekend day holiday, are normal days of full operation of the PPSB.
11. The successor OM&S contractor must comply with the “Protection of Displaced Contract Workers” Law, Section 9- 2300 of the Philadelphia Code, requiring the successor contractor, among other things, to retain certain non- management employees for a period of no less than ninety days.
12. The City intends to establish a cost reimbursement plus fixed fee contract complete for the provision of the Operating Maintenance and Support Services (OM&S) at the PPSB, as described in the OM&S request for proposal, and specifications, of which these Instructions are a part.
13. The Proposer is required to develop, and present pricing proposals and justifications to provide: the management; labor; materials; subcontractors; and full time on site permanent staff for a period from July 1st, 2021 thru June 20th, 2022 (Period 1). The second, third and fourth years end on each succeeding 30th day of June, 2023 thru June 30th, 2025 may be exercised as individual options at the sole discretion of the City.
14. The Price Proposal Submission shall include, but not be limited to:
 - a. Labor Rate Schedule Chart’s (LRSC’s) for each period, to cover all of the labor, whose basis of payment is time on the job, including OSSF, JCP, and SGP.
 - b. Complete a LRSC (attached to this Opportunity as Form 1-A) for each one of the four periods, and arrive at the total cost per period for each of the separate categories.
 - c. Use the results of the LRSC’s to complete the specific OM&S Cost Proposal Form for each of the periods of the OM&S PPSB project. (Four Year Cost Submission form attached to this Opportunity as Form 1-B.)

- d. In completing each LRSC for each labor class, include the direct Overhead and indirect Overhead (general plus administrative) applicable to the specific firm involved in labor reimbursable work under the OM&S, PPSB project, OSSF, JCP, and SGP firms.
- e. Justify the direct overhead and indirect overhead values used for OSSF in a separate analysis showing the calculation of the OM&S contractor's firm.
- f. The direct overhead and indirect overhead values used for JCP, and SGP respectively shall result from independent analysis and calculation (provide details) of the values applicable to subcontractor firms, individually, exclusive of any OM&S Contractors contribution submit analysis to justify values used in the LRSC.
- g. Add categories of staff which you recommend be required to reach project objectives. Staffing and coverage levels necessary to satisfy contract requirements to be determined by OM&S Contractor and JCP subcontractor.
- h. The LRSC's shall be used to present the calculations which the proposer uses in determining the billing rates, and proposes to use in computing his/her basis of payment, and which the city will use to pay for OSSF, JCP, and SGP labor on the PPSB project.
- i. All information on price justification must be clear, concise, and presented in an organized defined categorized presentation to warrant the City's review, and maximize the probability of a favorable decision for the Proposer.
- j. Approved blank forms for all sheets are attached below. All completed forms are to be submitted in the Proposal. Substitute forms of identical format, narrative, heading and organization, prepared by Proposer on a computerized spread sheet are acceptable, if they are visibly identical. Substitute forms, which are not identical will be rejected without review.
- k. Using any format desired, provide detailed description of: "Indirect Overhead" used to calculate the Indirect General and Administrative column, in the LRSC. Include all indirect costs, and general and administrative costs, (essentially, any charges that are not salaries, fringe benefits, Health Insurance, Life Insurance cost, or statutory costs are to be included here).
- l. Using any format desired, provide detailed description of Direct Overhead used to calculate the Fringe Benefits in the LRSC. Assume:
 - i. Vacation Days = 10 days
 - ii. Vacation = 80 hours
 - iii. Holidays = 6 days
 - iv. Hours/Per Holiday = 8 hours
 - v. Personal/Sick Days = 5 day

48. Disputes

1. The OM&S Contractor must file a written notice of dispute with the PPSB Facility Director within 30 days after the basis for the dispute is known or should have been known, whichever is earlier.
2. Interpretation and disputes will be discussed and resolved with the PPSB Facility Director and the DPP Commissioner (or designee).

49. Assessment of Penalties

1. Responsiveness, performance, and cost control by the OM&S Contractor are essential elements of this contract. The tasks specified herein must be vigorously executed with sustained levels of competent OSSF staff, fully equipped, trained, organized and directed to achieve the stated objectives of the Contract. All of the subcontracts are a critical part of the OM&S Contractor's successful execution of this contract, and in the City's acceptance thereof. The OM&S Contractor shall vigorously execute, control and administrate all such subcontracts, take full responsibility for quality control inspection, and quality assurance, of the product of all subcontractors, and demonstrate regular and thorough subcontractor surveillance for the duration of the PPSB OM&S Contract.
2. The PPSB Facility Director shall take full account of adjustments of specified completion times for completion of work as granted by approved change orders.

50. Incorporation by Reference

All terms and conditions under the solicitation, and any amendments thereto, are made a part of this contract.

51. City of Philadelphia Law Prevails

The parties hereby agree that:

1. This contract was made and entered into in Philadelphia, and under the laws of Philadelphia, state of Pennsylvania.
2. The law of Philadelphia shall govern the resolution of any issue arising in connection with this contract including, but not limited to, all questions concerning the validity of this contract the capacity of the parties to enter therein, any modification or amendment thereto, and the rights and obligations of the parties hereunder.

52. Payment of City Obligations

1. Payments to the OM&S Contractor pursuant to this contract shall be made after the City's receipt of a proper invoice that includes a description of the items or services provided; the date the goods were received or the inclusive dates the services were rendered; the contract price(s); retention, if any; the basis for the billing; the contract or purchase order number; the OM&S Contractor's federal tax identification or social security number; the name and address of the proper invoice recipient. Provide certified payroll records with invoices. For planning purposes anticipate a turnaround time from approved invoice to payment of 30 to 60 days.
2. Payment for and judgment of work performance quality is at the discretion of the PPSB Facility Director. The City reserves the right to charge the OM&S Contractor for any damage caused by OM&S Contractor's negligence in performing the work covered under this contract.
3. For the purposes of this contract, an amount shall not be deemed due and payable if:
 - a. The amount invoiced is inconsistent with this contract.
 - b. The proper invoice has not been timely received (within 6 months of material received or service rendered) by the party or office specified in this contract.
 - c. The invoice or performance under this contract is in dispute or the OM&S Contractor has failed to otherwise comply with the provisions of this contract.
 - d. The item or services have not been accepted.
 - e. The quantity of items delivered is less than the quantity ordered.
 - f. The items or services do not meet the quality requirements of this contract.
 - g. If this contract provides for progress payments, the proper invoice for the progress payment has not been submitted pursuant to the schedule contained in the agreement.
 - h. If this contract provides for withholding a retainage and the invoice is for the retainage, all stipulated conditions for release of the retainage have not been met.
 - i. The OM&S Contractor has not submitted satisfactory documentation or other evidence reasonably required by the PPSB Facility Director or by this contract concerning performance under this contract and compliance with its provisions.
 - j. Chronic problems of the same type continue to occur;
 - k. Preventative maintenance and/or maintenance, and/or repair work was not done properly the first time and on a timely basis;
 - l. Employee(s) either OSSF, or employee(s) of subcontractors is/are not using required or acceptable equipment, materials, or procedures;
 - m. Employee(s) either OSSF, or employee(s) of subcontractors is/are not in proper uniform;
 - n. Employee(s) either OSSF, or employee(s) of subcontractors, performs the work at an unacceptable quality level.
 - o. Any of the work under subcontracts was not done properly, the first time, and on a timely basis.

- p. Operation work and/or Support Services work was not done properly, and/or is not done properly on a continuing basis.
- 4. The City shall notify the OM&S Contractor of any non-payment (docking) in a formal report. This report shall identify the area, spaces, system(s), date, shift responsible, problem and an amount of time docked. OM&S Contractor's signature is requested, but not mandatory, signature is not a confession of guilt, but an acknowledgement that a problem exists.
- 5. Any non-payment shall be in the form of a reduction of hours from a specific day or withholding of payments to the OM&S Contractor on behalf of subcontractor work. The amount of time to be reduced is at the discretion of the PPSB Facility Director. The PPSB Facility Director may withhold all or any part of the positions hours responsible for the specific task.
- 6. The PPSB Facility Director may withhold partial payments to the OM&S Contractor on behalf of subcontractor's work (contracted by the OM&S Contractor), in the form of reduction in hours of payment for specific tasks defined the subcontracts, on account of the conditions described in the Assessment of Penalties section.

53. Retention of Records

The OM&S Contractor shall retain and maintain all records and documents relating to this contract for seven (7) years after the final payment by the City hereunder or any applicable statute of limitations, whichever is longer, and shall make them available for inspection and audit by authorized representative of the City, including the PPSB Facility Director or his/her designed, at all reasonable times.

54. Dissemination of Information

During the term of this contract, the OM&S Contractor shall not release any information related to the services or performance of the services under this contract nor publish any final reports or documents without the prior written approval of the City.

55. Subcontracting

The OM&S Contractor shall incorporate by reference or otherwise include these General Provisions in every subcontract issued pursuant to or under this contract and shall require that the same reference of inclusion be contained in every subcontract entered into by any of its subcontractors.

56. Scope of Payment

- 1. On contracts in excess of \$25,000 the OM&S Contractor and any subcontractor with lower tier subcontract, prior to receiving a progress or final payment under this contract, shall first certify, in writing, that he/she has made payment from proceeds of prior payments, and that he/she shall make timely payments, from the proceeds of the progress or final payment then due him/her, to this subcontractors and suppliers in accordance with his/her contractual arrangements with them.
- 2. The OM&S Contractor shall also obtain from each subcontractor a certification that it has made payment from proceeds of prior payments to any of its lower tier subcontractors, and shall make timely payments to its lower tier subcontractors and suppliers in accordance with its contractual arrangements with them. This certification is not required from subcontractors who have no lower tier subcontracts. These certifications will be required by the PPSB Facility Director for contracts of \$25,000 or less.

SECTION 3 – GENERAL CONTRACT PROVISIONS

The provisions of this Section 3 of the BV RFP shall become provisions of any resulting Contract.

3.1 INSURANCE

- 3.1.1 In lieu of the insurance identified in the General Provisions, Section 9 of Appendix A to this BV RFP, please see Appendix A-1 (Insurance Requirements – PPSB - Operations, Maintenance & Support Services) for replacement coverage.
- 3.1.2 No contract will be executed nor purchase order issued unless and until all required insurance certificates, in the required amount, are received.

3.2 COMPLIANCE WITH PHILADELPHIA’S 21ST CENTURY MINIMUM WAGE AND BENEFITS ORDINANCE

- 3.2.1 Please see *Appendix A* for required Contract Terms concerning the Philadelphia 21st Century Minimum Wage and Benefits Ordinance. By submitting a proposal in response to this BV RFP, Respondents acknowledge that they understand and will comply with the requirements of Chapter 17-1300 of the Philadelphia Code (Philadelphia 21st Century Minimum Wage and Benefits Standard) and will require the compliance of their subcontractors at any tier if awarded a contract pursuant to this BV RFP. Respondents further acknowledge that they will notify any subcontractors at any tier proposed to perform services related to this BV RFP of the requirements of Chapter 17-1300.

3.3 CONFIDENTIALITY, PUBLIC DISCLOSURE AND OWNERSHIP

- 3.3.1 The successful Respondent shall treat all information obtained from the City which is not generally available to the public as confidential and/or proprietary to the City. The successful Respondent shall exercise all reasonable precautions to prevent any information derived from such sources from being disclosed to any other person. Respondent shall not use such information in connection with or as a prompt for AI unless adequate security protections are in place governing the Respondent’s use of the AI, such protections to include, at a minimum, an enterprise license agreement for the AI that ensures data confidentiality. The successful Respondent agrees to indemnify and hold harmless the City, its officials and employees, from and against all liability, demands, claims, suits, losses, damages, causes of action, fines and judgments (including attorney's fees) resulting from any use or disclosure of such confidential and/or proprietary information by the successful Respondent or any person acquiring such information, directly or indirectly, from the successful Respondent.
- 3.3.2 By submission of a proposal, Respondents acknowledge and agree that the City, as a municipal corporation, is subject to state and local public disclosure laws and, as such, is legally obligated to disclose documents, including proposals, to the public to the extent required thereunder. Without limiting the foregoing sentence, the City's legal obligations shall not be limited or expanded in any way by a Respondent's assertion of confidentiality and/or proprietary data.
- 3.3.3 By submission of a proposal, each Respondent certifies that all materials in its proposal are owned or licensed to be used by, or otherwise lawfully used by, the Respondent, including any materials generated by AI.

3.4 PERFORMANCE SECURITY

- 3.4.1 Performance Bond: Upon the execution of the Contract, the Contractor shall, at its sole cost and expense, provide the City with a performance bond as prepared by the Law Department of the City, in the amount of **50 percent** of the of the first period of the contract as security for the faithful performance of and compliance with all the terms and conditions of the Contract. Failure to secure such bonding for any renewal period will be considered a breach of the contract and will entitle the City to all rights and remedies under the law. (See Form 9)

- 3.4.2 Payment Bonds: Provide a payment bond equal to at least 50 percent of the sum of Period 1 proposed price for cumulative subcontracts, on Yearly OM&S Cost Form, plus total OSSF charge including profit. The payment bond shall be delivered by the OM&S Contractor to the City no later than the time this contract is executed. If the Respondent fails to deliver the required payment bond, then his/her Proposal shall be rejected, his/her bid security shall be enforced, and the award of this contract may be made to the next most, responsible, and responsive Respondent. Provide payment bond renewal confirmation at the start of each successive year of the four-year contract term. **(See Form 10.)**
- 3.4.3 (The City reserves the right to require a performance bond and/or payment bond in a greater amount, based on the proposal(s) of the successful Respondent(s). The performance and payment bonds shall be with a surety acceptable to the City and shall name the City as Obligee thereon. The performance and payment bonds required by this section shall be for the duration of the term of the contract, and all renewal terms or shall be renewed in a sequence to achieve such duration.

3.5 DEMOGRAPHIC DATA DISCLOSURES (CONTRACTING DISCLOSURE FORM)

- 3.5.1 In accordance with Philadelphia Code Section 17-1402(1)(b)(.4), if the resulting contract is valued at or over \$94,000 or the amount expected to be realized by the Applicant is at or over \$94,000, the awarded Applicant agrees to provide the following information before conformance of the contract:
- a. Applicant's prior years of experience performing on City contracts in any capacity during the five calendar years prior to the date the application must be filed;
 - b. Demographic Data (race, ethnicity, gender identity, job title, salary range, length of employment, Philadelphia residence, and other categories that may be established by regulation) on all individuals employed by the Applicant for the previous fiscal year (July 1 - June 30) preceding the date the application is filed); and
 - c. Demographic Data on all individuals serving as board members of the Applicant on the Report Date.
 - d. Demographic Data disclosing any and all records of participation or investment in, or profits derived from slavery, including slaveholder insurance policies, during the Slavery Era.
- 3.5.2 Such disclosures shall be made on the online form provided by the City. Fill out the Contracting Disclosure Form at: <https://contracting-disclosure.phila.gov/auth/>. Contracting Disclosure Form. The resulting contract will include a representation and covenant by the successful applicant that these disclosures contain no material misstatements or omissions. Under Section 17-1402(1)(f) of the Code, material misstatements or omissions of these disclosures under two or more contracts shall constitute a breach of such representation and covenant, rendering the contract voidable at the City's option, and shall subject the contractor to liquidated damages to the City in the amount of ten percent (10%) of the total value of the payments to be made to the contractor under the contract.
- 3.5.3 In addition, Applicant understands that false certification or representation is subject to prosecution under Title 18 Pa.C.S.A. Section 4904.
- 3.5.4 No contract valued at or over \$94,000 will be conformed unless the successful Respondent has made these disclosures.
- ### **3.6 ENTIRE AGREEMENT; NO AMENDMENT**
- 3.6.1 The resulting Contract, including any exhibits, appendices or other attachments is the complete, final, and exclusive expression of the City's and the selected Contractor's agreement about the Contract and the License granted pursuant to the Contract and there are no agreements or representations between the parties except as expressed in the Contract. All prior understandings, discussions, negotiations and agreements, if any,

whether oral or written, between the City and Contractor relating to the Contract and the License are superseded by and merged into the Contract. No other prior or contemporaneous agreements, covenants, representations or warranties, oral or otherwise, regarding the Contract or the License shall be deemed to exist or to bind any party, or to vary any of the terms contained in the Contract.

- 3.6.2 The Contract may not be amended or modified except in writing signed by the City officials who signed the original Contract and also signed by Contractor's duly authorized officers. Any proposed or purported amendment of the Contract made without strictly complying with this BV RFP Section 3.6.2 is void. No course of conduct between the City and Contractor, and no industry standard or custom, is effective to amend the Contract or waive any of the Contractor's obligations or any of the City's rights and remedies under the Contract.
- 3.6.3 Any request by the Contractor to amend or waive any provision of the Contract is not effective unless expressly incorporated into a written agreement identified as an amendment to the Contract and that is signed by the City in accordance with BV RFP Section 3.6.2. If the City does not respond to Contractor's request to amend or waive any provision of the Contract, then the City is deemed to have rejected Contractor's request.

3.7 NON-SUSPENSION; DEBARMENT

- 3.7.1 By submitting a response to this RFP, Respondent also certifies and represents that Respondent and all of the individuals acting on Respondent's behalf including, without limitation, Subcontractors, are not under suspension or debarment from doing business with the Commonwealth of Pennsylvania, any other state, or the federal government, or any department, agency or political subdivision of any of the foregoing. If Respondent cannot so warrant, then Respondent shall submit to the Responsible Official a full, complete written explanation as to why Respondent cannot so warrant. Respondent shall reimburse the City for the reasonable cost of investigation incurred by the City or the Commonwealth of Pennsylvania Office of Inspector General for investigation of Respondent's compliance with the terms of this or any other contract between Respondent and the City which results in the suspension or debarment of Respondent. Such costs shall include, but are not limited to, salaries of investigators, including overtime, travel and lodging expenses, expert witness and documentary fees and attorney fees and expenses. Respondent shall not be responsible for costs of investigations which do not result in Respondent's suspension or debarment.

3.8 CONFIDENTIAL AND PROPRIETARY INFORMATION OF THE CITY

- 3.8.1 The Contractor shall treat all information it obtains from the City that is not generally available to the public as confidential and proprietary to the City. The Contractor shall exercise all reasonable precautions to prevent any confidential and propriety information it obtains from the City from being disclosed to any other person or entity. The Contractor shall promptly indemnify, defend, and hold harmless the City from and against all liabilities, demands, claims, suits, losses, damages, causes of action, fines and judgments (including attorney's fees) resulting from or related to any use or disclosure of any City confidential or proprietary information by the Contractor or its employees and Subcontractors, or by any person acquiring that information, directly or indirectly, from the Contractor or its employees and Subcontractors. The Contractor's obligations under this Section 3.8 survive the Agreement Ending Date.
- 3.8.2 Respondents acknowledge and agree, by submission of any Proposal to this RFP, that the City, as a municipal corporation, is subject to federal, state and local public disclosure laws and, as such, may be legally obligated to disclose to the public documents, including Proposals, to the extent required thereunder. Without limiting the foregoing sentence, the City's legal obligations shall not be limited or expanded in any way by a Respondent's request for confidential treatment or nondisclosure of proprietary or other information in its Proposal.
- 3.8.3 The Respondents agree that the City may make such disclosure or reproduce such information as is deemed necessary by City, in its sole and absolute discretion, to comply with applicable law, including without limitation the Philadelphia Home Rule Charter, the Pennsylvania Right to Know Act and the

federal Freedom of Information Act. Respondent expressly waives any cause of action, whether in law or in equity, that it may have against the City respecting such disclosure

3.9 AFFIRMATIVE ACTION

3.9.1 Reserved

3.10 LIMITED ENGLISH PROFICIENCY

3.10.1 Contractor understands and agrees that no individual who is limited in the English language proficiency shall be denied access to Services provided under the Contract on the basis of that limitation. As a condition of accepting and executing this Contract, Contractor shall comply with all provisions of Title VI of the Civil Rights Act of 1964, the President of the United States of America Executive Order No. 12250, the Mayor of the City of Philadelphia's Executive Order "Access to Federally Funded City Programs and Activities for Individuals with Limited English Proficiency" dated September 29,2001, and all regulations promulgated thereunder, as the Act and regulations may be amended from time to time, which are applicable (a) to Contractor , (b) to the benefits, services, activities and programs provided in connection with the Contract, (c) to the City, or the Commonwealth of Pennsylvania, and (d) to the benefits, services, activities and programs of the City or of the Commonwealth, and if any funds under this Contract are provided by the federal government, which are applicable to the federal government and its benefits, services, activities and programs. Without limiting the applicability of the preceding sentence, Contractor shall comply with 45 C.F.R. 80 et. seq. and all other regulations promulgated under Title VI of the Civil Rights Act of 1964, as they may be amended from time to time, which are applicable to the benefits, services, programs and activities provided by the City through contracts with outside Respondents.

3.11 BANKRUPTCY

3.11.1 Neither the Contract nor any rights or privileges hereunder shall be an asset of Contractor in any bankruptcy, insolvency or reorganization proceeding. If the City shall not be permitted to terminate the Contract because of the provisions of the United States Bankruptcy Code, Contractor or any trustee for it shall, within fifteen (15) days upon request by the City to the Bankruptcy Court, assume or reject the Contract. If the Contractor files for bankruptcy, the Contractor shall not assume the Contract less all defaults hereunder shall have been cured, the City shall have been compensated for any monetary loss resulting from such default and the City shall be provided with reasonably adequate assurance of full and timely performance of all provisions, terms and conditions of the Contract on the part of Contractor to be performed.

3.12 COMPLIANCE WITH LAW

3.12.1 The Contractor shall at all times during the continuance of this contract or any renewal there of observe and comply with any and all requirements of the constituted public authorities and with all federal, state, or local statutes, ordinances, regulations, and standards applicable to the Contractor or its use of the City facilities, including, but not limited to, rules and regulations promulgated from time to time by the City and other authorities having jurisdiction over any phase of operation in and about the facilities.

3.13 INDEPENDENT CONTRACTOR

3.13.1 Contractor is an independent contractor and shall not in any way or for any purpose be deemed or intended to be an employee or agent of the City. Neither Contractor nor its employees or subcontractors shall in any way represent that they are acting as employees, officials or agents of the City.

3.14 CITY'S RIGHT TO ENTER

3.14.1 The City reserves the right, through its authorized officers, employees and agents, to enter the Contractor's facility at any reasonable time for the purpose of determining whether the Contractor has satisfactorily performed all obligations imposed upon the Contractor hereunder and for all other purposes incidental to or

connected with the City's performance of governmental functions, and the City's performance of its obligations hereunder.

3.15 SERVICE MANAGEMENT

- 3.15.1 The Contractor, if not acting on its own behalf, shall employ a local Manager who shall have the authority to make day-to-day business decisions on behalf of the Contractor and shall be responsible for coordinating all service activities with the City.
- 3.15.2 Contractor shall employ competent, courteous and efficient help in such numbers as to properly conduct the service. The service shall be conducted in an orderly, quiet and law-abiding fashion. Upon the request of the City, the Contractor shall make every reasonable effort to replace any employee whose retention the City shall determine to be prejudicial to the proper conduct of the City's governmental functions. All employees of the Contractor working on City property shall be properly attired and shall exhibit proper identification badges at all times.

3.16 TIME OF THE ESSENCE

- 3.16.1 Time is of the essence in Contractor's compliance with the Contract.

3.17 COUNTERPARTS

- 3.17.1 The Contract may be executed in one or more counterparts, each of which shall be an original, and all of which together shall constitute a single instrument.

3.18 UNAVAILABILITY OF FUNDS

- 3.18.1 If funding for the Contract from any source is not obtained and continued at an aggregate level sufficient to allow for payment for the Services and Deliverables under the Contract, the City may exercise one of the following options without liability or penalty to the City:
 - a. Terminate the Contract effective upon a date specified in a Termination Notice; or
 - b. Continue the Contract by reducing, through written notice to Contractor, the amount of the Contract and Services and Deliverables, consistent with the nature, amount, and circumstances of available funding.
 - c. The City's exercise of either option under this Section shall not affect any obligations or liabilities of either party accruing prior to such termination or reduction of Services or Deliverables. Contractor shall be compensated in accordance with the terms of the Contract for Services and Deliverables, satisfactorily performed and delivered prior to such termination under this Section.
- 3.18.2 Commodities or services on the contract resulting from this BV RFP to be ordered after the end of the current fiscal year are subject to the issuance of purchase orders for the following fiscal years. The City is not liable for the portion of the award involving following fiscal year's funds until such orders are issued. The Vendor's obligation to deliver on such purchase orders shall not take effect until the orders are issued.

3.19 BEST VALUE DISCLOSURE REQUIREMENT

- 3.19.1 This BV RFP offers a best value contract opportunity under City of Philadelphia Home Rule Charter Sections 8-200 and 8-201 and Philadelphia Code Title 17. Therefore, the Respondent's proposed Cost Proposal is not the sole factor the City will consider in awarding the Contract. The City will consider other factors as well and may not necessarily award the Contract to the Respondent who offers the lowest proposed Cost proposal. See Section 6 (Evaluation of Proposals) for more details about how the City will award the Contract.

3.20 TAX REQUIREMENTS

- 3.20.1. Any vendor of goods, or provider of services, who submits a proposal and is awarded a contract by the City is subject to Philadelphia's business tax ordinances and regulations. This Contract is entered into in the City of Philadelphia, and the Contractor's delivery, sale, or rental of goods in the City, or performance of services in the City, is "doing business" in the City and subjects the Contractor to the City's tax requirements, including without limitation one or more of the following taxes:
- a. Business Income and Receipts Taxes
 - b. Net Profits Tax
 - c. City Wage Tax
- 3.20.2 Promptly following the Commencement Date, the Contractor, if not already paying the taxes listed above, shall apply to the City of Philadelphia Department of Revenue for a tax account number and to file appropriate business tax returns as required by Applicable Law. Applications may be submitted through the Business Services Portal at: [Business Services](#) or to the Department of Revenue at: Municipal Services Building, Public Service Concourse, 1401 John F. Kennedy Blvd., Philadelphia, PA 19102. Questions about the application and the taxes should be directed to the Taxpayer Service Unit at: (215) 686-6600.
- 3.20.3 In addition to the City's tax requirements, the Contractor shall timely pay all federal, state, and local taxes, assessments, and levies, however characterized (collectively, "**Assessments**") that apply to the Agreement, and the Contractor's activities under the Agreement. The Contractor is solely liable for all late charges, interest, penalties, and fees arising from the Contractor's failure to timely pay all Assessments.
- 3.20.4 The City is not obligated at any time during the Term to pay any Assessments related to the Contract, the Contract, or the Contractor's activities under the Contract.
- 3.20.5 The Contractor's failure to comply with the requirements of the Contract regarding payment of Assessments, or Contractor's failure to otherwise pay an Assessment as required by Applicable Laws, is an Event of Default of the Contract.

SECTION 4 – ELIGIBILITY TO SUBMIT A PROPOSAL

4.1 GENERAL

- 4.1.1 To be eligible for award of the Contract, a Respondent must demonstrate that it has the skills and capacity as defined in this RFP.

4.2 ORGANIZATION REQUIREMENTS, EXPERIENCE AND QUALIFICATIONS

- 4.2.1 In order to receive consideration for award of the Contract, a Respondent must demonstrate to the City's satisfaction that the Respondent has both sufficient experience as a prime Contractor as listed in Section 5.4 and sufficient financial resources as listed in Section 5.6 to meet the requirements set forth in this RFP.
- 4.2.2 In addition, Respondents must meet or have the following qualifications:
- Each Respondent is required to demonstrate as required in Section 5.4, that it currently has personnel that have satisfactorily performed similar work in the past.
 - Each Respondent must demonstrate that it has 4 amount of years' experience with projects of a similar size/scope.
- 4.2.3 Please see the "Proposal Submission Requirements" in Section 5 that are related to Respondent's experience and qualifications.

4.3 PERSONNEL REQUIREMENTS, EXPERIENCE AND QUALIFICATIONS

- 4.3.1 The proposal must identify in Section 5.5.4, **all core OM&S personnel** who will perform work on the project, by education level, skill set (described in detail), experience level, and job title.

4.4 RESPONDENTS RESTRICTED

The City, at its discretion, reserves the right not to accept any Proposal from, nor award the Contract to:

- 4.4.1 any Respondent that (1) is in arrears or is in default of (A) any debt to the City (including without limitation tax delinquencies), (B) any contract obligation to the City, or (C) any surety obligations to the City, or (2) has failed to comply with any existing or previous contract with the City, or (3) has failed to execute a contract that the person, firm, or corporation negotiated with the City;
- 4.4.2 any official, officer, director, or employee of the City. Respondents are required to disclose any current City employees or officials who are employees or officials of Respondent's firm, or who otherwise would have a financial interest, either direct or indirect, in the Contract;
- 4.4.3 any Respondent that is involved in litigation against the City, including but not limited to negotiation to settle a claim against the City.
- 4.4.4 A Respondent must not be a party to more than one Proposal submitted in connection with this RFP. If a Respondent is a party to more than one Proposal, the City may reject all the Proposals that the Respondent is party to.

SECTION 5 – PROPOSAL SUBMISSION REQUIREMENTS

5.1 SUBMISSION OF PROPOSAL BY DEADLINE FOR SUBMITTING PROPOSALS THROUGH PHLCONTRACTS

- 5.1.1 To be eligible for award of the Contract, each Respondent must electronically submit its Proposal and any other related documents prepared in response to this BV RFP to the correct bid opportunity established for this BV RFP through the PHLContracts online application process at: [PHLContracts](#) no later than the Deadline for Submitting Proposals as set forth on the cover page of this BV RFP. Proposals must be electronically submitted through: [PHLContracts](#) by a person with legal authority to bind the Respondent's company as that authority is more fully described in the "Consent and Authorization Agreement," which Respondent has completed, signed and submitted to the City at the time of vendor registration or as an attachment to the first submitted proposal. **The Consent and Authorization Agreement and accompanying instructions are located on the sign in page at: [PHLContracts](#) and also are included as Form 4 to this BV RFP and also located in the Attachment tab of PHL Contracts.**
- 5.1.2 In no event will the City accept a proposal from a Respondent unless the City has received a duly completed and signed Consent and Authorization Agreement by the time of the BV RFP opening. Respondents who fail to file complete Proposals through the [PHLContracts](#) online application process will not be considered for the services that is sought by this BV RFP.
- 5.1.3 The City requires that any Respondent who establishes an account on PHL Contracts and utilizes that account for the purpose of responding to a particular contract opportunity is the same individual or business entity that, if awarded the Contract, will enter into and perform the resulting Contract with the City. Except in the case of joint ventures, proposals posted on PHL Contracts from Respondents that purport to be filing a proposal on behalf of another individual or business entity will not be considered, even if the other business entity is an affiliate of the Respondent. A Consent and Authorization Agreement must be included with the proposal or uploaded to the Vendor profile in PHL Contracts.
- 5.1.4 In the case of multiple business entities that if awarded a Contract have formed, or intend to form a joint venture to perform the contract, a single business entity may file a proposal on behalf of all such business entities so long as (i) the filing business entity is or will be a member of the joint venture, (ii) the proposal is made in the name of the existing or proposed joint venture, (iii) documentation is submitted with the proposal identifying all business entities that comprise, or will comprise, the joint venture, and demonstrating a

binding agreement among those business entities to perform the Agreement as the joint venture identified in the proposal (for a joint venture that has not yet been formed, documentation signed by each identified business entity evidencing a commitment to form the joint venture if awarded the Contract is sufficient), and (iv) the non-filing business entities are eligible for award of a City contract and make the disclosures required by Chapter 17-1400 of the Philadelphia Code (described in Section 5.14) within fourteen (14) days after the joint venture receives notice that it has been awarded the Contract.

- 5.1.5 Respondents are encouraged to start and complete your online proposal on PHLContracts as early as possible. Please be aware that internet connection speed depends on a variety of factors including: configuration of your computer, configuration of your business or home network, the condition of the wiring at your location, network or internet congestion (available bandwidth). Please prepare and plan accordingly to ensure a timely submission. Your proposal and other application documents will not be considered submitted until you click on the “submit” button at the bottom of the summary tab upon the conclusion of your proposal in PHLContracts. It is each Respondent’s responsibility to make sure that it submits its completed proposal to the correct contract opportunity established for this RFP.
- 5.1.6 A Respondent may begin uploading (or attaching) its proposal materials at any time before the Deadline to Submit Proposals. It is especially prudent for you to start uploading your attachments earlier if you have a large number of attachments (e.g. over 5 documents) or larger-sized attachments (e. above 5 MB). Please be advised that PHL Contracts website might not accept documents larger than 8 MB. If you have documents larger than 8 MB, you must separate them into smaller documents in order to successfully upload them to the system. Until a Respondent submits a fully completed proposal, its materials are not accessible to any staff with the City of Philadelphia. Once submitted, a Respondent’s proposal is accessible only to appropriate contract staff within the City of Philadelphia after the BV RFP submission deadline.
- 5.1.7 Respondents are advised that any individual who submits a proposal on PHLContracts must have a consent and authorization form signed and submitted by an authorized signatory of the Respondent, authorized to both bind the Respondent to its proposal and to make the disclosures required to complete the PHLContracts process. Therefore, in conjunction with attaching their consent and authorization form to their vendor profile or with their BV RFP at the conclusion of the submission of their proposal, signatories will be required to certify that they are the Respondent or are employees or officers of the Respondent duly authorized to execute the proposal and make disclosures on the Respondent’s behalf; and they represent and covenant that, to the best of their knowledge after appropriate inquiry, all of the information and disclosures provided are true and contain no material misstatement or omissions.
- 5.1.8 Respondents who have failed to file complete proposals to the correct opportunity through the PHL Contracts online application process prior to the closing date and time will not be considered for the contract.

5.2 RESPONSIVENESS

- 5.2.1 To be eligible for award of the Contract, a Respondent’s Proposal must be considered responsive to this RFP. For its Proposal to be considered responsive to this RFP, a Respondent must follow all the instructions in this BV RFP and submit all the materials and information requested by this BV RFP including without limitation, the requirements of this Section 5.

5.3 FORM OF PROPOSAL

- 5.3.1 Each Respondent must submit one signed cover letter with its Proposal. The original letter must be signed by a person with authority to bind the Respondent to all of the provisions of its Proposal, this BV RFP, and the Contract.
- 5.3.2 Each Respondent’s Proposal must follow the form of this BV RFP. It must be typed and marked clearly on the cover page with Respondent’s name and refer to this BV RFP clearly. Pages must be numbered and illustrations may be included. The proposal should be organized by numerical sections and in the order described in Section 5.3.4 below. Proposals that do not conform to the required format may be rejected by

the City without additional review. **The City will only accept Proposals submitted electronically at: [PHLContracts](#) and will not accept Proposals by mail, facsimile or by e-mail.**

- 5.3.3 Wherever a Respondent is providing information required by this BV RFP, the Respondent must identify the information by using the corresponding Proposal Element Section number, Appendix, or Form of this BV RFP that requires the information. Please submit clear and concise responses to this BV RFP. Responses of excessive length are discouraged. Please limit proposal submissions to 500 pages.

5.3.4 **PROPOSAL ELEMENTS**

- 5.3.4.1 Each Respondent's Proposal shall include the following information and completed forms, in the order set forth below which Respondents may use as a checklist:

- a. Table of Contents
- b. Signed cover letter by the person authorized to issue the proposal on behalf of the Respondent providing an executive Summary and an introduction and overview of the contract being sought. It should also provide clear information on the primary contact person for the respondent.
- c. Company Profile and Operating Experience as listed in Section 5.4.
- d. Management (Operating) Plan and Schedule as listed in Section 5.5.
- e. Completed Statement of Financial Capacity as listed in Section 5.6
- f. Statement of Understanding of the Purpose of this BV RFP as listed in Section 5.7.
- g. Completed **Appendix B-2: Solicitation & Participation Form**. (See Section 5.8 for further information).
- h. Completed Labor Rate Cost Schedule Form (**Form #1-A**) and Five-Year Cost Summary Form (**Form 1-B**) located in the Terms and Conditions Tab of PHL Contracts. **In addition, please complete the Items Tab in PHL Contracts.**
- i. Completed Tax and Regulatory Status and Clearance Statement Form (**Form #2**) located in the Terms and Conditions Tab of PHL Contracts. (See Section 5.10 for further information).
- j. Completed Local Business Entity or Local Impact Certification Form (**Form # 3**); located in the Terms and Conditions tab of PHL Contracts. In addition, for RFP's with an estimated value at \$1,000,000 or more, **please provide a narrative description of "Anticipated Local Impact"** as listed in Section 5.11.
- k. Completed and signed Consent and Authorization Agreement (**Form # 4**) located in the Terms and Conditions tab of PHL Contracts. (See Section 5.1 for further information).
- l. Completed Chapter 17-1400 Disclosure Requirements. Fill out the Electronic Campaign Contribution Disclosure Form (**Form #5**) located in the Terms and Conditions tab of PHL Contracts. (See Section 5.12 for further information).
- m. Completed Vendor's Use of Subcontractors (**Form # 6**).
- n. Bid Processing Fee – Respondent must pay, for each submitted proposal, a non-refundable Bid Processing Fee of \$25.00. (See Section 1.18). Please provide proof of payment with your proposal
- o. Annual Bid Security Fee- In order to be eligible to submit a proposal, all Respondents must be enrolled in the City's Annual Bid Security Program (See Section 1.17 and **Form #8**). Please provide proof of payment with your proposal.

- p. Requested Exceptions to Contract Terms: State exceptions, if any, to City Contract Terms that Respondent requests, including the reasons for the request and any proposed alternative language. (See Section 5.14 for further information).
- q. Requested Objections to Requirements in the RFP: State objections, if any, to requirements that Respondent requests, including the reasons for the request and any proposed alternative language. (See Section 5.15 for further information.)

5.4 COMPANY PROFILE; OPERATING EXPERIENCE

Each Respondent must provide the following information, all of which collectively is the Respondent's "Company Profile".

- 5.4.1 Provide a detailed description of the Respondent's professional qualifications and capability that describes the management structure, organizational depth and resources, including depth of experience in operation, maintenance and support services of comparably sized, complex institutional facilities, as necessary to adequately fulfill the terms of this contract. Provide the following:
 - a. A brief narrative description of the respondent's organization, to include the management's mission and philosophy pertaining to this type of service;
 - b. The resumes of key personnel who would be involved with managing or directing these services, full time, on site, the names and occupations of the members of the Board of Directors of your organization, and the resumes of individuals holding principal positions identified on the organizational chart (positions such as Executive Director, Chief Financial Officer, Chief Program Officer).
 - c. An organizational chart depicting the structure of your present organization, significant sub contractual and assignment relationships. Any Proposer which is a sub-division or subsidiary of a parent organization must specifically cite and depict such relationships. Failure to disclose actual organizational structure will be deemed a violation of the qualification process.
 - d. A description of your management information and statistical analysis and reporting capabilities.
 - e. A description of your experience, if any, in providing OM&S services in governmental, office, bio-safety level 3 (BSL-3) laboratory and courthouse occupancies.
 - f. Detailed identification of your prior experience in using Computerized Maintenance Management Software, (CMMS).
 - g. Statement that all employees and sub-contractors of the OS&M Contractor shall be subject to Drug Screening and Criminal Background checks (local and FBI).
 - h. Include the number of Respondent's employees and number of years Respondent has been in business.
- 5.4.2 Each Respondent must demonstrate that it has at least four (4) years of experience as a prime with projects and clients that are similar in nature, size and scope to that which is the subject of this RFP.
- 5.4.3 Each Respondent is required to demonstrate that it currently has personnel that have satisfactorily performed similar work in the past.
- 5.4.4 Explain its corporate organizational structure and ownership. Include names and addresses of all owners and corporate officers.
- 5.4.5 Executive Summary: Provide a narrative description of the Respondent itself, including the following:
 - a. Respondent's business identification information, including name, business address, telephone number, website address, and federal taxpayer identification number or federal employer identification number.

- b. A description of Respondent's business background, including, if not an individual, Respondent's business organization (corporation, partnership, LLC, for profit or not for profit, etc.), whether registered to do business in Philadelphia and/or Pennsylvania, country and state of business formation, number of years in business, primary mission of business, significant business experience, , and any other information about Respondent's business organization that Respondent deems pertinent to this RFP.
-
- 5.4.6 Identify by name and business address all parent, subsidiary, affiliate, and partnership relationships of your organization (collectively, "**Related Companies**") and state their relationship to your organization.
 - 5.4.7 If Respondent is a partnership or a joint venture, give the date of the partnership or joint venture agreement, the county and state where the agreement was filed, and list the name and address of each partner or joint venture entity and the percentage of ownership of each partner or joint venture entity. If Respondent is a corporation or limited liability company, the Respondent must provide a copy of its articles of incorporation, give the date and state of the company's organization and incorporation, and list the names and addresses of the company's board of directors and officers, or managers or members, as the case may be.
 - 5.4.8 Identify by name and business address any other organization and any individual (other than officers, partners, and managers of your organization) that control or influence bidding by your organization.
 - 5.4.9 Identify all individuals and organizations by name and business address that hold a financial interest in your organization of ten (10) % or more.
 - 5.4.10 Provide a list of all contracts with any commercial and governmental jurisdiction within the last ten (10) years with the information listed below. Please indicate which of these, the City may contact as references regarding your company's ability to provide the required OM&S services:
 - a. Name of Contract
 - b. Name and address of the organization;
 - c. Name and telephone number of the individual to be contacted;
 - d. Organizational title.
 - 5.4.11 List all contracts the Respondent and all its Related Companies have had with the City in the last five years. Please list the Contract Number and Project Name.
 - 5.4.12 List all contracts with the City of Philadelphia where liquidated damages or other penalties have been imposed on your organization. Please provide an explanation identifying the claimant and stating the grounds asserted by the claimant and stating the disposition.
 - 5.4.13 List all contracts the Respondent, and all its Related Companies have had with the City in the last five years that were either not accepted by the City and/or declared in default or otherwise terminated the contract. State the contract number and project name and explain the circumstances surrounding the declaration of default or termination.
 - 5.4.14 List all contracts in the last 5 years where an officer, partner, or other person active in the management of your organization been an officer, partner, manager, or sole proprietor of another organization that performed work for the City that was not finally accepted by the City and/or declared in default or otherwise terminated the contract. State the contract number and project name and explain the circumstances surrounding the declaration of default or termination.
 - 5.4.15 List any City contract within the past five (5) years where a commercial surety for your organization has been called upon to complete work. State the City contract number, project name and provide a detailed explanation of the circumstances.
 - 5.4.16 List any City contract within the past five (5) years where a commercial surety for an officer, partner, or other person active in the management of your organization been an officer, partner, manager, or sole proprietor

of another organization has been called upon to complete work. State the City contract number, project name and provide a detailed explanation of the circumstances.

- 5.4.17 Is your organization or any of its parent or subsidiary organizations currently indebted to the City of Philadelphia for any delinquent City taxes, taxes collected by the City on behalf of the School District of Philadelphia, liens judgments, fees, or other debts? If yes, please provide an explanation.
- 5.4.18 List all contracts within the past five (5) years in which the Respondent, or a joint venture or partnership of which Respondent was a part of, defaulted or was deemed to be in noncompliance of any contractual obligations other than the City of Philadelphia. Please describe the project and explain the issues involved in the default, the outcome, the actions taken by the Respondent to resolve the matter. Also provide the name, title and telephone number of the party to the contract who asserted the event of default or noncompliance.
- 5.4.19 List all contracts in the last five (5) years where an officer, partner, or other person active in the management of your organization was an officer, partner, manager, or sole proprietor of another organization that performed work under or been declared in default of or was deemed to be in noncompliance of any contractual obligations other than the City of Philadelphia. Please describe the project and explain the issues involved in the default or non-compliance, the outcome, the actions taken by Respondent to resolve the matter. Also provide the name, title and telephone number of the party to the contract who asserted the event of default or noncompliance.
- 5.4.20 State for the five (5) year period, preceding the date of this BV RFP the names of any officer, partner, or person active in the management of your organization that has been disqualified, suspended, or debarred (under its present name or any other name) from bidding on public contracts or removed from a bidders' list by any state or federal agency or by the City of Philadelphia. Please provide the agency that took such action, the date(s) of the action, the type of work to which the contract(s) applied, and the reasons stated by the agency for the action
- 5.4.21 State for the five (5) year period preceding the date of this BV RFP, a description of any judicial or administrative proceedings that is material to Respondent's business or financial capability or to the subject matter of this BV RFP, or that could interfere with the Respondent's performance of the work requested by this BV RFP, including, but not limited to, any civil, criminal or bankruptcy litigation; any debarment or suspension proceeding; any criminal conviction or indictment; and any order or agreement with or issued by a court or local, state or federal agency. For each such proceeding, state the name of the case or proceeding, the parties involved, the nature of the claims involved, its current status and the final disposition, if any. Provide the same information for any officer, director, principal, or partner of Respondent's organization, and for any subcontractor Respondent plans to use to perform the services described in this BV RFP.
- 5.4.22 If Respondent or any of its Related Companies has filed for bankruptcy protection in the last five years (or had a bankruptcy petition filed against it), Respondent must provide a brief explanation of the circumstances and outcome of the filing.
- 5.4.23 List any performance bonds that were called in the last five (5) years due to unsuccessful completion of the contract.
- 5.4.24 List any commercial surety that has refused to furnish a performance or payment bond for your organization. Please list the name and address of the surety. Describe the contract for which the bond was refused and state the reason for the refusal. Attach a letter from your Surety Company indicating your total bonding limit and current aggregate risk.
- 5.4.25 State whether your organization or any officer, partner, or other person active in the management of your organization or any shareholder holding an equity interest of more than five (5%):

- a) has ever been convicted of or pleaded guilty or nolo contendere to a federal or state misdemeanor(s) or a felony charge(s) including, but not limited to, charges related to public bidding law or the making false statements.
 - b) has ever been refused coverage under any fidelity bond
 - c) is currently under indictment on federal or state misdemeanor or felony charges
 - d) is currently the subject of a state or federal grand jury investigation or under notification by local, state, or federal law enforcement authorities that they are the subject of any criminal investigation.
- 5.4.26 State the names of any officer, partner, director, shareholder, or other person active in the management of your organization that has been employed by the City of Philadelphia or has been appointed to a political office of the City.

5.5 MANAGEMENT (OPERATING) PLAN AND SCHEDULE

All Proposals must include a detailed management plan (“**Management Plan**”) *or* operating plan (“**Operating Plan**”) which explains Respondent’s intentions for the subject RFP. At a minimum, the following must be included in the Management / Operating Plan:

- 5.5.1 Submit a description of the proposed management team along with the experience of the team. Describe team’s background and experience pertaining to this BV RFP
- 5.5.2 Identification of Respondent’s on-site management team and description of the team’s background and experience pertaining to the nature of this BV RFP. Include a proposed organization chart for OM&S services and the resumes of key staff.
- 5.5.3 The estimated number of employees and the positions the employees will fill in Contractor’s operation.
- 5.5.4 Each Respondent must identify all core OM&S personnel who will perform work on the project, by education level, skill set (described in detail), experience level, and job title. Resumes of all core OM&S personnel should be included in Respondent’s proposal.
- 5.5.5 The Respondent’s proposed scope of work should address each objective specifically as listed in Section 2.49 and describe in detail how the Respondent will achieve the objective, or how the Respondent will enable the Department to achieve the objective.
- 5.5.6 Submit a description of the proposed scope of work or proposed solution description, in accordance with Section 2, “Scope of Work,” of this BV RFP with the following details:
 - a. Work Plan: A detailed description of how the Proposer plans to fulfill the scope of services contained in this RFP:
 - b. Staffing patterns, proposed position descriptions, a staffing schedule and proposed minimum qualifications for positions.
 - c. A detailed explanation of the activities that will be performed by the various staff in the delivery of services.
 - d. A detailed description of your understanding of the OM&S tasks, and how you will provide them for the Philadelphia Public Service Building. Provide five (5) separate plans for operation and management for each of the following: Operations; Maintenance; Support Services; Janitorial Subcontract Management; and Security Subcontract Management. NOTE: The OM&S contractor is responsible and accountable for managing its own OSSF labor force as well as all services provided by subcontractors.

- e. Any unique plans which the respondent proposes to implement in the provision of full-time on-site employees, (OSSF) while controlling the specific services covered by Subcontracts.
 - f. Respondent's proposed procedure for mobilization, training, site and project familiarization, and establishing full, up and ready OM&S Contract status by 01/01/2027.
 - g. Gaining familiarity with startup and training of PPSB facility operation.
 - h. Site familiarity of the PPSB project;
 - i. Coordination with Public Property Administration and the City's Facilities Director.
 - j. Cooperate with Public Property Administration to establish and comply with key performance indicators, incentives and service level agreements.
 - k. Annually filling out attic stock procurement, establishing control and security of site storage facilities.
 - l. A description of how you will develop and implement the Total Quality Management Program required in Special Provisions. Include a sample of the Total Quality Assurance Management Program that you currently use.
 - m. A description of how you will report the actual staffing for the preceding month, on a monthly basis to the (City's Facilities Director).
 - n. A retention plan for the OM&S Contractor's employees, addressing the following areas:
 - a. Benefits
 - b. In-Service Training
 - c. Career Advancement Paths
 - d. Quality Improvement Processes
 - e. Turnover procedures for new system and equipment guarantees/warranties, and original construction contractor's guarantees.
 - o. Mobilization Plan: Describe in detail how you plan to cover all aspects of OM&S contract startup including but not limited to: employee testing; system and equipment demonstration; security plan, and original construction documentation (specification, shop drawing, operating and maintenance manual document) review and archival.
 - p. Transition Plan - Describe in detail how you would make annual (at the end of each contract year) OM&S program transition plans, including that at completion of the first year's contract.
- 5.5.7 Respondents should propose criteria to determine when the tasks comprising the services are satisfactorily completed.
- 5.5.8 For each work product, the Respondent should propose criteria for satisfactory completion and delivery.
- 5.5.9 State the intention to use subcontractors to perform any portion of the work sought by this BV RFP (**Form 7**). For each such subcontractor, provide the name and address of the subcontractor, a description of the work Respondent intends the named subcontractor to provide, and whether the subcontractor can assist with fulfilling goals for inclusion. Note that if subcontractors at any tier may perform services arising directly out of a City contract resulting from this BV RFP, Respondents must inform them of the City's minimum wage and benefits requirements and must require them to comply with such requirements.
- 5.5.10 Name an officer (the "Contact Officer") who will reasonably be available to the City by telephone and e-mail to discuss matters that may arise during proposal review and/or related to the Contract and the Contractor's

performance under it. The primary contact for the Respondent should include: name, job title, address, telephone and fax numbers, and email address.

5.5.11 The customer service standards that the Respondent deems necessary for successful operation of the subject RFP.

5.5.12 Description of any other requirements not mentioned that are required to ensure the safe, sanitary and legal operation of the subject BV RFP.

5.6 STATEMENT OF FINANCIAL CAPACITY

5.6.1 Each Respondent must prove its financial capacity, stability and solvency and provide evidence of the following;

- a. General statement of the Respondent's financial condition;
- b. An accountant-prepared financial statement for the most recent fiscal year ended, in accordance with generally accepted accounting principles consistently applied;
- c. Each Respondent must also provide creditor reference(s) and a description of the loans or lines of credit made available to the Respondent and dates that the accounts were established as well as the name of the Respondent's account officer(s).

5.6.2 By submitting a proposal, each Respondent authorizes the City to contact the Respondent's creditor references regarding that information.

5.7 UNDERSTANDING THE PURPOSE OF THIS BV RFP AND THE RIGHTS AND OBLIGATIONS OF THE RESPONDENT

5.7.1 This BV RFP sets forth the minimum requirements that the Respondent must fulfill. Each Respondent must provide a brief narrative that demonstrates its understanding of this BV RFP's goals and objectives, the nature and scope of the work involved, and how Respondent's expertise will enable Respondent to fulfill the goals and objectives of this BV RFP.

5.8 SMALL & LOCAL BUSINESS PLAN

5.8.1 Under the authority of Executive Order No. 06-25, the City of Philadelphia Office of Economic Opportunity ("OEO") has established a policy relating to the participation of small and local businesses in City contracts. Participation goals are based upon the availability of small and local businesses for the scope of work identified in this BV RFP, the total dollar value of this BV RFP, and an assessment of past performance of similar work.

5.8.2 The **Small & Local Business Plan ("SLBP")**, attached as **Appendix B**, outlines the City's requirements for the participation of Small Business Enterprises ("SBE") and/or Local Business Entities ("LBE") on this BV RFP. Participation ranges for SBE and LBE for this BV RFP are set out in **Appendix B-1: Participation Range Memo**.

5.8.3 Respondent must complete **Appendix B-2: Solicitation & Participation Form** ("S&P Form") to document all solicitations and commitments made by Respondent. A completed S&P Form must be included in Respondent's Proposal to the BV RFP regardless of whether commitments resulted.

5.8.4 Demographic data is collected by the City in furtherance of the objectives of Executive Order No. 06-25 and to ensure that City funds are not used, directly or indirectly, to promote, reinforce or perpetuate prohibitive practices in the solicitation, negotiation, or execution of City contracts. The provision of demographic data pursuant to this subsection will not affect Respondent's current or future access to contract opportunities.

- 5.8.5 For further clarification of OEO's Small Business Program or for assistance in completing forms, call (215) 683-2071 or email at oeophila@phila.gov.

5.9 COST PROPOSAL FORMS

- 5.9.1 Respondent must complete the following:

- a. A completed Form 1-A Labor Rate Schedule Chart (LRSC) for each of the five years listed.
- b. A completed Form 1-B Yearly OM&S Cost Proposal Form for each of the five years listed.
- c. Also, provide costs for all items listed under the **Items Tab in PHL Contracts**.

- 5.9.2 Note that the City is not subject to federal, state, or local sales or use taxes or to federal excise tax. The Cost Proposal may not include any such taxes.

5.10 THE PHILADELPHIA TAX AND REGULATORY STATUS AND CLEARANCE STATEMENT

- 5.10.1 It is the policy of the City of Philadelphia to ensure that each Respondent has all required licenses and permits and is current with respect to the payment of City taxes or other indebtedness owed to the City (including, but not limited to, taxes collected by the City on behalf of the School District of Philadelphia) and is not in violation of other regulatory provisions contained in The Philadelphia Code. To assist the City, through its Department of Revenue and Department of Licenses and Inspections, in determining each Respondent's compliance status, each Respondent is required to submit with its proposal the certification statement entitled City of Philadelphia Tax and Regulatory Status and Clearance Statement which is attached to this BV RFP as **Form 2 and is also located in the Terms and Conditions tab in PHL Contracts**.
- 5.10.2 If a Respondent is not in compliance with the City's tax and regulatory codes, the City will provide the Respondent with an opportunity to enter into satisfactory arrangements with the City. If satisfactory arrangements cannot be made, Respondents may not be eligible for award of the contract contemplated by this BV RFP.
- 5.10.3 The selected Respondent will also be required to assist the City in obtaining the above information from its proposed subcontractors (if any). If a proposed subcontractor is not in compliance with City Codes, such non-compliance may serve as sufficient grounds for the rejection of the subcontractor. Any impact such rejection has on local business entity or small business enterprise participation is the Respondent's responsibility. The City may, but shall not be required to, allow a Respondent to substitute subcontractors. Respondents are advised to take these City policies into consideration when entering into their contractual relationships with proposed subcontractors.
- 5.10.4 If a Respondent or a proposed subcontractor is not currently in compliance with the City's tax and regulatory codes, please contact the City's Revenue Department to make arrangements to come into compliance at 215-686-6600 or email: revenue@phila.gov. You can also visit their website at: [Department of Revenue](#).
- 5.10.5 Respondents need not have a City of Philadelphia "Business Income and Receipts Tax Account Number" (formerly called a "Business Privilege Tax Account Number") and "Commercial Activity License Number" (formerly called a "Business Privilege License Number") to respond to this BV RFP, but will, in most circumstances, be required to obtain one or both if selected for award of the contract contemplated by the BV RFP.
- 5.10.6 A Respondent that has specific questions about the tax account, the license, or related matters, may call the City's Department of Revenue at 215-686-6600 for questions related to City of Philadelphia Business Income and Receipts Tax Account Number, or the City's Department of Licenses and Inspections at 215-686-2490

for questions related to the Commercial Activity License.¹ Applications for a Business Income and Receipts Tax Account Number or a Commercial Activity License² may be made on line by visiting: [Commercial Activity License](#)

5.11 **LOCAL BUSINESS ENTITY AND LOCAL IMPACT CERTIFICATION**

- 5.11.1 Pursuant to Mayoral Executive Order No. 04 -12, the City will, in the selection of the successful Respondent, consider whether that Respondent is currently a certified Local Business Entity and/or in the performance of the resulting contract, Respondent will employ City residents, or perform the work in the City. Any respondent who wishes to demonstrate its eligibility for this consideration shall do so by completing, executing and attaching to its Proposal a completed Local Business Entity (“LBE”) or Local Impact Certification, the form of which is attached to this BV RFP as **Form #3**.
- 5.11.2 Respondents who are currently **not LBE** certified but would like to become certified should, prior to responding to this BV RFP, should fill out and submit the “Local Business Entity Certification Application” listed as **Form #3**. Respondents must be certified before the Deadline to Submit Proposals of this BV RFP to be considered “LBE certified” for this BV RFP. If you feel that you meet the requirements of a certified Local Business Entity (LBE), we strongly recommend that you get certified for free by following the steps at: [Local Business Entity](#) and include a copy of your certification with your proposal.
- 5.11.3 The City is committed to leveraging its buying power to uplift and grow our local economy, which will result in more jobs for Philadelphians, including local and small businesses. For this reason, local impact will be one of the evaluated weighted factors in the City’s proposal evaluation for this contracting opportunity. (See Section 6.3.2.4). For Respondents who believe they will meet the Local Impact Certification, the Respondent shall also include in a separate section of the Proposal, labeled “**Local Impact Certification,**” a statement how the Respondent envisions impacting the local economy through this work.
- 5.11.4 **For contracts valued at \$1 million or more annually**, please also detail in your proposal a Statement of Anticipated Local Impact if you are awarded the contract by including the following information:
- a. Anticipated quality jobs created or sustained in Philadelphia through the contract. For each job anticipated, the Respondent shall describe the following: job title, job description, educational qualifications, and anticipated annual salary or anticipate annual hourly rate;
 - b. Anticipated hiring of Philadelphia residents to perform work under the contract;
 - c. Will you open offices in Philadelphia if awarded the contract;
 - d. Are you planning to form a joint-venture or subcontract with any Philadelphia-based entities? If so, please detail those partnerships; and,
 - e. Any other information you deem relevant demonstrates local impact.
- 5.11.5 Respondents who in the City’s sole discretion met the Local Business Entity and /or Local Impact Certification will receive the designated points as listed in the Proposal Evaluation Criteria as listed in Section 6.3.

¹ Respondents that have a Business Privilege Tax Number should use that number, as it is automatically their Commercial Activity License Number, and need not apply for a new Commercial Activity License Number. Similarly, Respondents with a Business Privilege Tax Account Number should use that number as their Business Income and Receipts Tax Account Number.

² Commercial Activity Licenses are not typically required for non-profit organizations; however, Business Income and Receipts Tax Account Numbers typically are required.

5.12 PHILADELPHIA CODE CHAPTER 17-1400 CAMPAIGN CONTRIBUTIONS

- 5.12.1 Pursuant to Chapter 17-1400 of the Philadelphia Code, Respondents and the selected Contractor are required to disclose: (i) their direct and indirect campaign contributions to political candidates and incumbents who are nominated for, running for, or are currently serving in, a local (Philadelphia) elected office and to political committees/parties that are operating in Philadelphia (state and federal campaign contributions are not included unless the subject of the campaign is also nominated for, running for or currently serving in a local Philadelphia elected office); (ii) any consultants used in responding to this BV RFP and contributions those consultants have made; (iii) the identity of prospective subcontractors Respondent intends to use if awarded the Contract; for contracts over \$100,000, the experience of the Applicant and prospective subcontractors performing on City contracts in any capacity during the preceding five years as well as demographic data of both the board members of the Respondent and the employees of the Respondent and prospective subcontractors; and (iv) whether Respondent or any representative of Respondent has received any requests for money or other items of value from a City officer or employee.
- 5.12.2 Respondents are advised that under Chapter 17-1400 individuals and businesses that make campaign contributions in excess of the amounts set forth in Section 17-1404(1), as periodically adjusted, are ineligible to enter into a City Contract or subcontract at any tier. Respondents should take this into consideration in electing to apply for this opportunity or in selecting subcontractors if awarded a Contract to perform the work sought by this BV RFP.
- 5.12.3 At their option, Respondents may require that their subcontractors disclose to the Respondents, the subcontractors' campaign contributions to political candidates and incumbents who are nominated for, running for, or currently serving in, a local Philadelphia elected office and to political committees/parties that are operating in Philadelphia (state and federal campaign contributions are not included unless the subject of the campaign is also nominated for, running for, or currently serving in a local Philadelphia elected office). Respondents are not required to submit these forms to the City.
- 5.12.4 Types of Disclosures required by Chapter 17-1400 of The Philadelphia Code:
- a. The names and contact information of any "Consultants," as that term is defined by 17-1401 of the Philadelphia Code, paid by the Respondent in the last year to assist in obtaining the contract opportunity, including the amount paid or, alternatively, a certification stating that no such Consultants were used;
 - b. Campaign contributions made in the preceding two years by either the Respondent or any of their aforementioned Consultants or by any persons whose contributions are attributable to the Respondent, pursuant to the attribution rules of Philadelphia Code §17-1405, made to political candidates and incumbents who are nominated for, running for, or currently serving in, a local Philadelphia elected office and to political committees/parties that are operating in Philadelphia (state and federal campaign contributions are not included unless the subject of the campaign is also nominated for, running for, or currently serving in a local Philadelphia elected office);
 - c. The names and contact information of prospective subcontractors which the Respondent intends to use during the term of the contract and the amount or percentage to be paid to each subcontractor;
 - d. Whether the Respondent or any representative of the Respondent has received any requests from City officials or employees in the preceding two years for money or other items of value and, if so, the name of each official, the date of the request, the amount requested and, if payment was made in response to the request, the dates and amounts of any such payments; and,
 - e. Respondent, if awarded, agrees to provide the following information before formally accepting the Contract:
 - i. Respondent's prior years of experience performing on City contracts in any capacity during the five calendar years prior to the date the application must be filed;
 - ii. Demographic Data (race, ethnicity, gender identity, job title, salary range, length of employment, Philadelphia residence, and other categories that may be established by regulation) on all individuals employed by the Respondent as of the Report Date (July 1st of the fiscal year preceding the date the application must be filed); and
 - iii. Demographic Data on all individuals serving as board members of the Respondent as of the Report Date.

- 5.12.5 You will be required to disclose any campaign contributions made during the two years prior to the application deadline.
- 5.12.6 This information, as well as a proposal or any other response document required, is part of the online application. For more information, please consult the text of Chapter 17-1400, consult the reference materials found in **Form #5** of this BV RFP, e-mail pvcoop@phila.gov, or call 215-686-4720 or 215-686-4755.
- 5.12.7 **Respondents must complete the on-line Campaign Contribution Electronic Disclosure Instructions and Forms located in the Terms and Conditions tab of PHLContracts as Form #6 and upload the Form to PHL Contracts as a Vendor Attachment with the proposal on the form provided.** This completed form will be considered part of Respondent's response. Respondents who fail to file this Disclosure Form prior to the closing date and time of the BV RFP may be considered non-responsive by the City, resulting in the Respondent's proposal not being considered for the Contract.

5.13 **CONFIDENTIAL INFORMATION**

- 5.13.1 If a Respondent chooses to include in its Proposal material of a confidential nature, then the Respondent must mark the confidential material as noted below and explain why it is confidential. The City will exercise reasonable care to honor confidentiality requests, subject to Applicable Laws.
- 5.13.2 Each Respondent must identify the pages of its Proposal that contain confidential information by prominently marking those pages as explained below. Respondents are reminded that the mere designation of information as confidential does not necessarily make it so under Applicable Laws. The Pennsylvania Right to Know Act may require the City to disclose certain information regardless of whether the Respondent has designated it as confidential. The City recommends that each Respondent confer with legal counsel regarding the disclosure requirements of the Right to Know Act. Respondents should include the following notice in the front of each copy of their Proposal:

NOTICE

The information on pages _____ of this Proposal, identified by the words "**Confidential Proprietary Information**" in boldface type of at least 12- point in the top right-hand corner of each page, contains proprietary information that the Respondent desires not be disclosed. The Respondent requests that the confidential information be used only for evaluation of Respondent's Quote and not be disclosed to the public, except as may be required by Applicable Law.

- 5.13.3 **A Respondent may not mark every page of its Proposal as confidential.** If a Respondent marks every page of its Proposal as confidential, the City may treat the entire Proposal as non-confidential. Respondents must mark "Confidential Proprietary Information" only those pages it has a reasonable legal basis to believe are confidential.

5.14. **NOTICE TO RESPONDENTS TO STATE REQUESTED EXCEPTIONS**

- 5.14.1 The City's Services, Supplies, and Equipment (SSE) Contract Terms and Conditions for Best Value RFPs sought for this contracting opportunity (Contract Terms) are set forth in this BV RFP as Appendix A. By submitting a proposal in response to this contract opportunity, the Respondent agrees that, except as provided herein, it will enter into a contract with the City containing the Contract Terms.
- 5.14.2 Respondents must state clearly and conspicuously any modifications, waivers, objections or exceptions they seek ("Requested Exceptions") to the Contract Terms in a separate section of the proposal entitled "Requested Exceptions to Contract Terms." For each Requested Exception, the Respondent must identify the pertinent Contract Term by caption and section number and state the reasons for the request. The Respondent must also propose alternative language or terms for each Requested Exception. Requested Exceptions to the City's Contract Terms will be approved only when the City determines in its sole discretion that a Requested

Exception makes business sense, does not pose unacceptable risk to the City, and is in the best interest of the City. By submitting its proposal, the Respondent agrees to accept all Contract Terms to which it does not expressly seek a Requested Exception in its proposal. The City reserves the right, in its sole discretion, to evaluate and reject proposals based in part on whether the Respondent's proposal contains Requested Exceptions to Contract Terms, and the number and type of such requests and alternative terms proposed. **Note if an exception is taken on the "Terms and Conditions" tab of your quote in PHLContracts.**

- 5.14.3 If, after the City issues its Notice of Intent to Contract to a Respondent, the Respondent seeks Requested Exceptions to Contract Terms that were not stated in its proposal, the City may, in its sole discretion, deny the Requested Exceptions without consideration or reject the proposal.
- 5.14.4 The City reserves the right, in its sole discretion, (i) to waive any failure to comply with the terms of this Notice to Respondents if it determines it is in the best interest of the City to do so; and (ii) to require or negotiate terms and conditions different from and/or additional to the Contract Terms in any final contract resulting from this contract opportunity, without notice to other Respondents and without affording other Respondents any opportunity to revise their proposals based on such different or additional terms.

5.15 REQUESTED OBJECTIONS TO REQUIREMENTS IN PROPOSAL

- 5.15.1 In its Proposal, a Respondent may state objections to the requirements of this BV RFP. Any objections must be stated in a separate section of the Proposal, and the Respondent must identify the specific provisions and language of this BV RFP that Respondent objects to, must state the reason(s) for each objection, and must propose alternative provisions. By not objecting to a provision and submitting a Proposal in response to this BV RFP, a Respondent irrevocably agrees that the provision is acceptable to it. The Department may, in their discretion, evaluate a Proposal, in part, on the number and nature of objections made by the Respondent to the provisions of this BV RFP. In no event will the Department's selection of a Respondent for further negotiations leading to a Contract constitute acceptance by the Department of any objection or proposed alternative provision set forth in that Respondent's Proposal. The City reserves the right, in its sole discretion, to evaluate and reject proposals based in part on whether the Respondent's proposal contains requested objections to proposal requirements, and the number and type of such requests and alternative requirements proposed.
- 5.15.2 If, after the City issues its Notice of Intent to Award to a Respondent, the Respondent seeks requested objections to BV RFP requirements that were not stated in its proposal, the City may in its sole discretion, deny the requested exceptions without consideration or reject the proposal.
- 5.15.3 The City reserves the right, in its sole discretion, (i) to waive any failure to comply with the requirements of this Notice to Respondents if it determines it is in the best interest of the City to do so; and (ii) to require or negotiate requirements different from and/or additional to the requirements in any final contract resulting from this contract opportunity, without notice to other Respondents and without affording other Respondents any opportunity to revise their proposals based on such different or additional requirements.

5.16 INTERVIEWS; ORAL PRESENTATIONS

- 5.16.1 The City may select one or more Respondents to be interviewed as part of the selection process. In addition, the City may request one or more Respondents to make a supplemental oral presentation to City officials after the deadline for submitting proposals. The date and time of the oral presentations will be determined by the City.

SECTION 6 – EVALUATION OF PROPOSALS

6.1 PROPOSAL EVALUATION

- 6.1.1 Proposals must satisfy all requirements set forth in this BV RFP. Any Proposal that does not adhere strictly to BV RFP requirements may, in the sole discretion of the City, be rejected, as not responsive to the BV RFP, without further consideration. Proposals will be evaluated, in part, according to whether the Respondent meets the qualifications described in the BV RFP and submits a Proposal complying with all BV RFP requirements. The City reserves the right, in its sole discretion, to determine whether any deviation(s) from or exception(s) to BV RFP requirements make the Proposal non-responsive or otherwise unacceptable such that the Proposal will be rejected without further consideration.
- 6.1.2 Those Proposals submitted by responsible Respondents that the City determines, in its sole discretion are responsive to this BV RFP will be reviewed by a **“Selection Committee”** consisting of representatives of the City. Subject to the conditions set forth in this Subsection 6.1 and in Subsection 6.7 (“Reservation of Rights”), one or more Respondents may be selected to participate in further negotiations of the final Contract. Respondents may, at the sole discretion of the City, be required to make one or more oral presentations of its ability to meet the requirements of this BV RFP at a City office of the City’s choice located in Philadelphia. Respondents shall be prepared to make such presentations within ten (10) calendar days after notification by the City and should be prepared to discuss all aspects of their Proposal in detail at the presentation(s). The City further reserves the right to conduct on-site investigations of the Respondent’s facilities or at a project site where the Respondent is performing or has performed work similar to that required by the RFP. The City also reserves the right to conduct such other investigations and inquiries with respect to the qualifications of each Respondent as the City deems appropriate.
- 6.1.3 This BV RFP is subject to the requirement of Section 8-200 of the Philadelphia Home Rule Charter and Chapter 17-1400 of the Philadelphia Code. In accordance with BV RFP guidelines, Cost to the City is a material factor, but it is not the sole, or necessarily the determining factor, in proposal evaluation. The City may, at its sole discretion, award a contract resulting from this BV RFP to a person or entity other than the responsible Respondent submitting the lowest price. If the City chooses to award a contract, that contract will be awarded to the Respondent whose proposal the City determines, in its sole discretion, is the most advantageous to the City and in the City’s best interest.

6.2 EVALUATION FACTORS

- 6.2.1 Proposals will be evaluated, in part, according to whether, in the sole judgment of the City and the Selection Committee, the Respondent meets the minimum qualifications and submits a proposal complying with all of the requirements, including but not limited to the technical and economic requirements in Section 6.3 below as well as other information and investigations as the City deems necessary and appropriate. The City may also include any other criteria which it considers relevant to the evaluation of the Proposal.

6.3 PROPOSAL EVALUATION CRITERIA

- 6.3.1 The Selection Committee will evaluate each Proposal by considering, without limitation, the criteria listed below. In accordance with Home Rule Charter Section 8-201 and the City’s Procurement Department regulations, the Selection Committee will give weight to each of the criterion based on the percentages stated for each criteria, which together equal 100% (except for rounding and possible bonus where a respondent is LBE Certified).
- 6.3.2 The City will base its selection on criteria that include, but are not limited to:
- 6.3.2.1 Cost Proposal (Lowest Price /2nd Lowest Price x weighting): 45%
- 6.3.2.2 Past Performance, ability to meet Respondent Qualifications and Requirements, Technical Ability, Company Profile, Statement of Financial Capacity. Respondent has demonstrated expertise or experience, completed projects safely and on time: 25%

- 6.3.2.3 Management Plan; Management team and key personnel; experience of team including prime and sub-contractors. Description of the proposed Scope of Work including Project Schedule, Work Plan and Strategy; ability to meet the Objectives of the BV RFP and Project Milestones; Understanding the purpose of this RFP: 15%
- 6.3.2.4 Small & Local Business Plan (SLBP) - Commitment to economic opportunity for small and local businesses, including past performance with SBE and LBE firms/subcontractors: 10%
- 6.3.2.4 Local Impact Certification: 5%
- 6.3.2.5 Local Business Entity (Bonus): 5%
- 6.3.3 The Selection Committee may ask one or more Respondents to discuss their respective Proposals with the Committee. Discussion may cover any matter related to this BV RFP or that the City deems relevant to the proposed service.
- 6.3.4 The City will notify Respondent(s) if additional information is required in order to evaluate the response to this BV RFP. Absent such follow-up from the City, we respectfully request that respondents refrain from requesting additional information on the status of this BV RFP. In order to protect the integrity of the City procurement process, City personnel will not respond to requests for additional information
- 6.3.5 The City intends to award a Contract to the Respondent whose Proposal the Selection Committee, based on the Selection Criteria, determines best meets the City's goals in issuing this BV RFP.
- 6.3.6 If a contract is awarded pursuant to this BV RFP, in compliance with Section 17-1402 (c) of the Philadelphia Code, a notice will be published on the City's PHLContracts website (go to www.phlcontracts.phila.gov) listing the names of all Respondents and identifying the successful Respondent and the basis for the award to that Respondent. This notice will appear on the City's website for at least one week before the contract is executed. In no event, however, shall the City Department or City Agency issuing this BV RFP be obligated to debrief unsuccessful Respondents as to the basis for its decision not to award a contract to them.

6.4 AMENDMENT OF CONTRACT

- 6.4.1 The City reserves the right, in its sole discretion, but subject to the Contract, to amend the Contract in light of then-prevailing circumstances as a condition to renewing the Contract.

6.5 CITY'S RIGHT TO INSPECT

- 6.5.1 Contractor shall keep and make available complete and accurate books of accounts, financial records, and other records (collectively, "**Books and Records**") within the City of Philadelphia relating to the subject BV RFP. The Contractor shall maintain its Books and Records in accordance with generally accepted accounting principles consistently applied.
- 6.5.2 The City may inspect and audit all of the Contractor's Books and Records and Contractor's affairs at all reasonable times City's offices, or other place the City may reasonably require.

6.6 CONDITIONS REGARDING PROPOSALS

Upon submitting a Proposal in response to this BV RFP, the Respondent acknowledges and agrees that its Proposal is subject to the following conditions:

- 6.6.1 The Respondent shall be fully responsible for all costs associated with the development, preparation, and submission of its Proposal and all other materials it submits in response to this BV RFP. The City assumes no contractual or other obligations toward Respondents as a result of the issuance of this BV RFP, the

preparation or submission of a Proposal by the Respondent, the City's evaluation of Proposals, or the City's selection of Respondent for further negotiations.

- 6.6.2 It is Respondent's responsibility to ensure that its Proposal is complete, accurate, and submitted by the Deadline for Submitting Proposals set forth on the cover page of this BV RFP;
- 6.6.3 Upon submission, each Proposal becomes the property of the City and will not be returned to the Respondent.
- 6.6.4 Respondent will promptly permit the City to inspect projects and facilities referred to in Respondent's Qualification Statement and References.
- 6.6.5 Respondent will promptly provide additional information or more detailed information upon request by the City, including information inadvertently omitted by a Respondent.
- 6.6.6 Respondents will promptly send representatives for interviews with City officials.
- 6.6.7 Respondent's Proposal shall remain open, valid and binding for acceptance by the City and in full effect for at least 180 calendar days from the Deadline for Submitting Proposals set forth on the cover page of this BV RFP. Each respondent may specify a longer period of time in its proposal in which case that Respondent's proposal remains open, valid and binding for the Respondent for the time period specified.
- 6.6.8 News releases (including, but not limited to, commercial advertising) pertaining to this BV RFP may not be made without prior written approval of the City.
- 6.6.9 Respondents may withdraw or modify their Proposals at any time prior to the Deadline for Submitting Proposals by withdrawing their proposal in: [PHLContracts](#). If a respondent would then like to modify their proposal, they may do so by then re-submitting it in: [PHLContracts](#).

6.7 RESERVATION OF RIGHTS

- 6.7.1 The City reserves, and may in its sole discretion exercise any one or more of the following rights and options with respect to the BV RFP and the information posted on PHL Contracts at any time prior to execution of the Contract:
 - 6.7.1.1 To reject any and all proposals and to reissue this BV RFP at any time prior to execution of a final contract;
 - 6.7.1.2 To issue a new BV RFP with terms and conditions substantially different from those set forth in this or a previous BV RFP;
 - 6.7.1.3 To issue a new BV RFP with terms and conditions that are the same or similar as those set forth in this or a previous BV RFP in order to obtain additional proposals or for any other reason the City determines to be in the City's best interest;
 - 6.7.1.4 To extend this BV RFP in order to allow for time to obtain additional proposals prior to the BV RFP Respondent Proposal deadline or for any other reason the City determines to be in the City's best interest;
 - 6.7.1.5 To supplement, amend, substitute or otherwise modify this BV RFP at any time prior to issuing a notice of intent to contract to one or more Respondents;
 - 6.7.1.6 To cancel this BV RFP at any time prior to the execution of a final contract, whether or not a notice of intent to contract has been issued, with or without issuing, in the City's sole discretion, a new BV RFP for the same or similar services;
 - 6.7.1.7 To do any of the foregoing without notice to Respondents or others, except such notice as the City, in its sole discretion, elects to post on PHLContracts.

- 6.7.2 The City reserves, and may in its sole discretion exercise any one or more of the following rights and options with respect to Proposal submissions, evaluation and selection process under this RFP at any time prior to execution of the final contract:
- 6.7.2.1 To reject any proposal if the City, in its sole discretion, determines the proposal is incomplete, deviates from or is not responsive to the requirements of this BV RFP, does not comply with applicable law (including, without limitation, Chapter 17-1400 of the Philadelphia Code), is conditioned in any way, or contains ambiguities, alterations or items of work not called for by this BV RFP, or if the City determines it is otherwise in the best interest of the City to reject the proposal;
 - 6.7.2.2 To reject any proposal if, in the City's sole judgment, the Respondent has been delinquent or unfaithful in the performance of any contract with the City or with others; is delinquent, and has not made arrangements satisfactory to the City, with respect to the payment of City taxes or taxes collected by the City on behalf of the School District of Philadelphia, or other indebtedness owed to the City; is not in compliance with City regulatory codes applicable to Respondent; is financially or technically incapable; or is otherwise not a responsible Respondent;
 - 6.7.2.3 To waive any defect or deficiency in any proposal, including, without limitation, those identified in subsections(a) and (b) preceding, if, in the City's sole judgment, the defect or deficiency is not material to the proposal;
 - 6.7.2.4 To require, permit or reject, in the City's sole discretion, amendments (including, without limitation, information omitted), modifications, clarifying information, and/or corrections to their proposals by some or all of the Respondents at any time following proposal submission and before the execution of a final contract;
 - 6.7.2.5 To issue a notice of intent to contract and/or execute a contract for any or all of the items in any proposal, in whole or in part, as the City, in its sole discretion, determines to be in the City's best interest;
 - 6.7.2.6 To enter into negotiations with any one or more Respondents regarding price, scope of services, or any other term of their proposals, and such other contractual terms as the City may require, at any time prior to execution of a final contract, whether or not a notice of intent to contract has been issued to any Respondent and without reissuing this RFP;
 - 6.7.2.7 To enter into simultaneous, competitive negotiations with multiple Respondents or to negotiate with individual Respondents, either together or in sequence, and to permit or require, as a result of negotiations, the expansion or reduction of the scope of services or changes in any other terms of the submitted proposals, without informing other Respondents of the changes or affording them the opportunity to revise their proposals in light thereof, unless the City, in its sole discretion, determines that doing so is in the City's best interest;
 - 6.7.2.8 To discontinue negotiations with any Respondent at any time prior to the execution of a final contract, whether or not a notice of intent to contract has been issued to the Respondent, and to enter into negotiations with any other Respondent, if the City, in its sole discretion, determines it is in the best interest of the City to do so;
 - 6.7.2.9 To rescind, at any time prior to the execution of a final contract, any notice of intent to contract issued to a Respondent, and to issue or not issue a notice of intent to contract to the same or a different Respondent and enter into negotiations with that Respondent, if the City, in its sole discretion, determines it is in the best interest of the City to do so;
 - 6.7.2.10 To elect not to enter into any contract with any Respondent, whether or not a notice of Intent to Contract has been issued and with or without the reissuing this RFP, if the City determines that it is in the City's best interest to do so;

- 6.7.2.11 To require any one or more Respondents to make one or more presentations to the City at the City's offices or other location as determined by the City, at the Respondent's sole cost and expense, addressing the Respondent's proposal and its ability to achieve the objectives of this RFP;
- 6.7.2.12 To conduct on-site investigations of the facilities of any one or more Respondents (or the facilities where the Respondent performs its services);
- 6.7.2.13 To inspect and otherwise investigate projects performed by the Respondent, whether or not referenced in the proposal, with or without consent of or notice to the Respondent;
- 6.7.2.14 To conduct such investigations with respect to the financial, technical, and other qualifications of each Respondent as the City, in its sole discretion, deems necessary or appropriate; and,
- 6.7.2.15 To require or negotiate different and/or additional General Provisions, attached as Appendix A to this BV RFP in any final contract resulting from this RFP if, in the sole judgment of the City, it is in the best interest of the City to do so, without notice to other Respondents and without affording other Respondents any opportunity to revise their proposals based on such different or additional terms.
- 6.7.2.16 To do any of the foregoing without notice to Respondents or others, except such notice as the City, in its sole discretion, elects to post on PHLContracts.
- 6.7.3 **Interpretation; Order of Precedence;** In the event of conflict, inconsistency or variance between the terms of this Reservation of Rights and any term, condition or provision contained in any notice of contract opportunity, the terms of this Reservation of Rights shall govern.
- 6.7.4 **Headings:** The headings used in this Reservation of Rights do not in any way define, limit, describe or amplify the provisions of this Reservation of Rights or the scope or intent of the provisions, and are not part of this Reservation of Rights.

6.8 CONTRACT EFFECTIVENESS

The Contract will not be binding upon the City, and a Respondent will not become the Contractor, until after all of the following have occurred:

- 6.8.1 The Contractor has been signed by the Respondent and approved as to legal form by the City's legal counsel;
- 6.8.2 The Contract has been executed by the City; and
- 6.8.3 The Respondent has submitted certificates of insurance in accordance with Appendix A-1.
- 6.8.4 The Respondent provides its Performance Bond and payment Bond in accordance with Section 3.4.
- 6.8.5 The Respondent has provided provide the proper Contract Preparation Fee in accordance with Section 1.19.
- 6.8.6 The Respondent has successfully submitted the Demographic Data Disclosure (Contracting Disclosure Form) in accordance with Section 3.5. Fill out the Contracting Disclosure Form at: [Contract Disclosure Form](#).

6.9 ACCEPTANCE OF THE PROVISIONS OF THIS RFP

- 6.9.1 By submitting a Proposal in response to this RFP, the Respondent expressly acknowledges and agrees to all the provisions contained in this RFP, including but not limited to the rights reserved by the City.

6.10 ELECTRONIC PAYMENTS

- 6.10.1 For any contract awarded for work to be performed on or after July 1, 2019, the City has instituted a policy of making all of its payments under the contract through electronic deposits into the awarded entity's

designated bank account. Before any City payments are made, the awarded entity will be required to supply the City with the information necessary for the City to initiate electronic payments by completing one of the electronic payment processing enrollment forms available on the City's vendor portal at [Vendor Payments](#).

SECTION 7 – ELECTRONIC SIGNING OF PROPOSALS

- 7.1 Respondents' Proposals, related forms and any other Proposal documents will not be considered submitted until unless a Consent and Authorization Agreement is signed by a duly authorized representative of the Company and uploaded to the Respondent's vendor profile at time of registration or attached to their 1st proposal. By executing and submitting this agreement, the Company consents to conduct transactions electronically, including the submission of proposals using the method of submission provided by PHLContracts. A proposal submitted through PHLContracts binds the Company to the terms of the proposal and to make the disclosures completed on **Form 4 (Consent and Authorization Agreement)** of this RFP. Delivery of an executed Agreement by electronic scan is as effective as executing and delivering a printed copy of Agreement with an original signature. It is each Respondent's responsibility to make sure that its Proposal is complete and submitted to the correct City contract opportunity established for this BV RFP before the Deadline for Submitting Proposals stated on the cover page of this BV RFP. Any individual who submits a Proposal on the PHLContracts website must be an authorized signatory of the Respondent, authorized to both bind Respondent to its Proposal.