



*First Judicial District of Pennsylvania
Procurement Unit
Philadelphia City Hall, Room 368
Philadelphia, Pennsylvania 19107
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Joseph H. Evers
Court Administrator

Marc Flood, Esquire
Deputy Court Administrator

August 4, 2014

Dear Prospective Vendor:

You are invited to submit a proposal for Operation, Maintenance & Support Services ("OM&S") in accordance with the enclosed Request for Proposal (RFP).

All proposals must be submitted in *five (5) copies to: OM&S Services, First Judicial District of Pennsylvania, Procurement Unit, Philadelphia City Hall, Room 368, Philadelphia, Pennsylvania 19107.*

Proposals must be received in a sealed envelope at the above address no later than **3:00 P.M., Friday, August 29, 2014.** Late proposals will not be considered regardless of the reason.

All questions should be directed, in writing, to Stephanie B. Rigterink, Esquire, Labor, Procurement and Litigation Attorney, Procurement Unit, First Judicial District of Pennsylvania, Philadelphia City Hall, Room 368, Philadelphia, Pennsylvania 19107, Fax: (215)683-7942 or via email at stephanie.rigterink@courts.phila.gov. The deadline for vendors' questions is *3:00 p.m., Friday, August 22, 2014.* Answers to any questions raised will not be official until verified, in writing, by the issuing office.

Prior to submission of questions and/or proposals, a *mandatory walk-through tour* will be held for all Vendors who wish to respond to this RFP on **Wednesday, August 13, 2014.** Vendors will meet representatives of the FJD at **1501 Arch Street Philadelphia at 9:30 a.m.** Notwithstanding the facility tour, all questions must be submitted in writing.

We expect that evaluation of the proposals and selection of the Vendor will be completed as soon as possible; all Vendors will be notified.

Sincerely,

A handwritten signature in black ink, appearing to read "Marc Flood".

Marc Flood, Esquire
Deputy Court Administrator

Enclosure: Request for Proposal

First Judicial District of the Commonwealth of Pennsylvania

**Request for Proposal
for
Professional Services Contract
for
Operation, Maintenance &
Support Services (OM&S)**

August 4, 2014

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SECTION I

A. Background

The First Judicial District of the Commonwealth of Pennsylvania ("FJD") has a new Family Court facility located at 15th and Arch Streets in the City of Philadelphia. This facility has been constructed by the State of Pennsylvania Department of General Services.

The new Court facility is to provide court rooms, chambers and related support staff and agencies, with below ground parking.

In conjunction with the anticipated occupancy, scheduled for October 1, 2014 the FJD is releasing this Request for Proposal seeking OM&S Services for the Family Court facility located at 15th and Arch Streets, Philadelphia, Pennsylvania. The scope of work consists of OM&S services that include all operation maintenance and support services for all of the physical facilities of the building and appurtenances making up the Family Court facility. The OM&S Contractor will be solely responsible for the performance of all work set forth in any final Contract resulting from this RFP and for the price set forth in the Contract.

B. Scope of Task

The FJD desires to engage a Vendor experienced in OM&S Services. The services required include, but are not limited to, the following:

- i. Provide OM&S services for all of the physical facilities of the Family Court building and its respective appurtenances, 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; landscaping and care of greenery; shovels snow; sweeps and cleans walks and assists in keeping outside premises in an orderly condition; extermination services;
- ii. Responsible for year round operations of the Family Court facility;
- iii. OM&S Contract will require independent, financially responsible, creative evaluation and response to the requirements placed on all of the physical facilities making up the Family Court building (approximately 544,000 square feet of high rise, mixed-use offices, court rooms, cells, and operating Court departments) *The project excludes the three levels of parking in the garage below grade;*
- iv. Real-time evaluation and constructive reaction to all of the conditions affecting the mission of the Family Court facility Management of the human resources, equipment, and operating systems involved to provide safe, continuous, reliable, code compliant full service operation of the Family Court facility;
- v. 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 Family Court facility mission requirements;

- vi. 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;
- vii. Recommending and justifying improvement/change in existing/new, and/or planned subcontracts for service (material and labor) of all physical plant facilities;
- viii. Managing critical OM&S support personnel through designated new or modified subcontracts to reach OM&S 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;
- ix. **The Vendor shall provide all personnel and equipment necessary to provide these services.**

The FJD intends to award one contract for the provision of these OM&S services. The FJD retains the right to terminate this contract at any time upon providing the Vendor thirty (30) day's notice of the termination.

C. Facility Profiles

- i. Philadelphia Family Court (PFC)
 - a. General - The PFC site is bound by Arch Street on the south, Cherry Street on the north, 1515 Arch on the west and 15th Street on the east. The entire site consists of 36,622 SF with approximately 1,170 employees located in this building.
 - b. Access - Access to the main entrance is on 15th Street. Access to the parking garage is on 15th street, with access to the secure holding area also on 15th street. A secondary entrance for staff is located at the southwest corner of the PFC. The loading dock is at the northwest corner on Cherry Street.
 - c. 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.
 - d. Parking - three levels of parking below street, level with 260 parking spaces will be managed and maintained by the Philadelphia Parking Authority.
 - e. Site Lighting - Exterior and street lighting will be provided on Cherry Street, 15th Street and Arch Street.
 - e. Landscaping - It is intended to have trees planted along Cherry Street. Landscaping must be maintained and irrigated to sustain its growth and health.

f. Building Narrative Description - The PFC building includes gross building area of approximately 544,000 square feet. The building is constructed with a structural steel frame, enclosed with curtain wall and block on the exterior.

g. The Court functions and departmental tasks provided by PFC include, but are not limited to the following:

1. Main Public Lobby, and secure inmate entry/staging areas;
2. Inmate holding areas for juvenile males and females and adult males and females.
3. 29 (twenty-nine) Courtrooms
4. Public Waiting Spaces;
5. Family Justice Operations including:
 - a. Family Court System Administration
 - b. City District Attorney
 - c. City Public Defender
 - d. City Sheriff
 - e. City Central files for all the functions described above
 - f. Support agencies for Family Court.
6. Housed in mechanical rooms, mezzanine, and rooftop penthouse, these systems and equipment include, but are not limited to:
 - a. Vertical transportation system consisting of 13 elevators and 4 escalators.
 - b. A central computer controlled, fully instrumented digital energy monitoring and control system.
 - b. A fully computerized automatic temperature control system, designed to provide specified levels of ventilation and smoke evacuation in the event of fire.
 - c. Miscellaneous HVAC systems include computer room air conditioning, cabinet heaters, fan coil units, perimeter finned tube radiation, elevator room conditioning and general ventilation systems.
 - d. A wet pipe sprinkler system provided coverage for all areas of the building.
 - e. Back-up power generator and distribution systems.
 - f. Emergency power and lighting systems.
 - g. Advanced communication, security, fire alarm, and fire suppression systems.

SECTION II

A. Major System Descriptions:

i. HVAC Systems

a. General

1. The building will be provided with a HVAC system consisting of variable air volume (VAV) air handling units, fan powered VAV terminals, outside air energy recovery units, and water cooled centrifugal chillers with induced draft cooling towers. Condensing boilers will provide heating water for reheat and finned tube radiation throughout the building.
2. Individual zones of control shall be provided for each Robing Room, Judges Chambers, Court Room, Conference Room, for each exterior exposure, for each department, and for every area with differing usage or occupancy schedule. Maximum control zone size shall be 1200 sq. ft.
3. All ductwork larger than 90 sq. in. passing over or thru a holding cell will be provided with security bars attached to penetrated wall or floor. All air devices in cells shall be security type.
4. Return air plenums shall be used throughout the building to minimize return air ductwork.
5. Slot diffusers shall be provided at the exterior wall in all areas with perimeter glass.
6. The goal is to provide a high efficiency HVAC system which will provide a high level of comfort. The building exterior envelope and MEP systems must, as a prerequisite of LEED, exceed ASHRAE Standard 90.1-2004. This standard establishes minimum criteria for the building exterior envelope, equipment efficiencies, allowable control strategies, lighting budgets, service water heating, etc.

b. Chiller Plant

1. The facility will include **(2) two 640 ton York water-cooled chillers**. Located on the first level, the chillers will have variable speed centrifugal type compressors to maximize part load efficiency. The chillers shall utilize HFC134a refrigerant.
2. The chiller plant shall consist of water-cooled centrifugal chillers, a constant flow primary chilled water pumping system, a variable flow secondary chilled water pumping system, a constant flow condenser water pumping system and induced draft cooling towers. All chilled water equipment will be located in a first level mechanical room except for the cooling towers which will be located at the roof level.
3. The cooling towers will be an induced draft type with variable speed fans. The cooling towers shall be mounted on steel dunnage (height to be determined).

All exposed cooling tower piping shall be heat traced and the open towers will be provided with pan heaters for winter operation.

4. A 900 ton plate and frame heat exchanger, piped in parallel to the chillers, shall provide waterside economizing in the winter time. The heat exchanger will recover cooling water during the winter months to create chilled water for the air handling units. Basis of Design: Bell and Gossett Model AP
5. The primary chilled water pumping system will be comprised of (4) four 800 GPM constant volume end-suction pumps (one spare). The secondary chilled water pumping system will have (4) four 800 GPM variable speed end-suction pumps with VFD's (one spare). The condenser water system will have (4) four 1200 GPM constant volume end-suction pumps (one spare). All pumps will be located on the first level near the plate and frame heat exchanger and the chillers.
6. All new cooling coils shall utilize two-way control valves to enable the system to conserve pump energy and take advantage of system diversity. A differential pressure sensor, located at the end of the chilled water risers, shall control secondary pump speed to meet actual load. A differential pressure bypass in the chiller room will maintain minimum flow through the secondary pumps.
7. A line size air separator and expansion tanks shall be provided for the chilled water system.
8. A 10 gallon shot feeder shall be utilized to chemically treat the chilled water system.
9. A chemical treatment package shall be designed for the condensing water system. This system shall include, but not be limited to, chemical tanks, injection pumps, conductivity sensors, make-up water flow meters and control panels required to maintain water quality, inhibit biological growth and prevent corrosion.
10. A new refrigerant monitoring and exhaust system shall be installed in compliance with ASHRAE Standard 15. Upon the discovery of a refrigerant leak, the DDC system shall energize the new emergency refrigerant exhaust system to purge the space.

c. Heating Plant

1. The heating plant shall consist of **Mach 2500 MBH gas-fired condensing boilers** and a constant flow primary only heating water pumping system. The heating plant will be located in the mechanical penthouse due to the operating pressure limitations of condensing boilers. Locating the heating plant in the penthouse has the further advantage of minimizing expansion tank sizes.
2. (4) Four condensing-type, gas-fired boilers shall be designed for the total building heating load. Condensing boilers will be the basis of design because of their small equipment footprint, low emissions, and high efficiency. Boiler combustion air shall be directly ducted from each boiler to the building exterior through a PVC pipe with an inlet termination kit. The boiler flues shall be piped

through the wall with individual aluminum AL-42C double wall boiler vents. An acid neutralizing system will be provided for each boiler to treat the condensate prior to discharging it to a floor drain.

2. A variable primary heating water pumping system shall be employed. Two new end-suction pumps (480 GPM ea., one is a spare) with VFD's will maintain proper flow through the boilers, and distribute hot water to reheat coils, preheat coils, finned tube radiation, fan coil units, and unit heaters. All new heating coils shall utilize two-way control valves to enable the system to conserve pump energy and take advantage of system diversity. A differential pressure sensor, located at the end of the heating water risers, shall control pump speed to meet actual load. A differential pressure bypass in the boiler room will maintain minimum flow through the boilers.
3. A line size air separator and expansion tanks shall be provided for the heating system.
4. A 10 gallon shot feeder shall be utilized to treat the hot water system.

d. Air Distribution

1. Each floor shall be provided with two variable air volume (VAV) air handling units. These units will consist of a VAV air handling unit that will include: an angled filter section with 30% pre-filters, a filter section with 85% rigid filters, an access section, a heating water coil, an access section, a chilled water coil, a supply fan, and a discharge plenum.
2. The second floor will be provided with one packaged water cooled VAV units instead of the air handling units since half the floor must remain operational during a power outage. These units will be provided with integral discharge air controls, VFD controlled supply fans, water cooled condensers, DX cooling coils and chilled water coils for operation when chilled water is available.
3. All VAV terminals shall be series fan powered type. VAV boxes serving exterior zones will be provided with hot water reheat coils. An individual VAV box shall be provided for each area having differing load profiles, uses or exposures. VAV boxes shall be pressure independent with dual minimum set points. VAV box size shall not exceed 1200 cfm.
4. Smoke detectors will be located in each air handling unit on both the supply and return air streams.
5. Exhaust air will be provided for toilet rooms and janitors closets or as required by code.
6. Slot diffusers will be provided along the exterior walls above all windows.

e. Outdoor Air Units

1. Energy recovery units will pre-condition outdoor air for all floors. Units shall be provided with an outdoor air filter section with 30% prefilters, an enthalpy

wheel, a supply fan, a return air filter section with 30% prefilters, and a return fan. The enthalpy wheels remove heat and humidity from the outside air by transferring it to exhaust air. The outside air is ducted from these units into the inlet of all the floor VAV air handling units.

1. The energy recovery units will exhaust air from the return plenums over the waiting areas, the holding cells, and toilet rooms and the tempering heat pump will supply the outside air to the air handling units.

f. Supplemental Systems

1. A concealed ducted four pipe fan coil unit will be provided above the ceiling in the main vestibule and will be provided adjacent to all other entrances.
2. Water cooled self contained computer room air conditioning units shall be provided for MDF rooms, security rooms, third floor tel/comm rooms and elevator machine rooms serving elevators on emergency power. These rooms require 24/7 cooling all year long and are required to operate during a power outage. The units will be ceiling mounted and shall contain steam generating humidifiers and electric SCR controlled reheat. Basis of Design: Liebert Minimate.
3. AV, Tel/Comm, and elevator machine rooms not supplied with emergency power shall be provided with two pipe chilled water fan coil units.
4. Electric Generator exhaust will be discharged out the building at 10'-0" above street level and 3'-0" away from the building.
5. A heated floor system will be located at Level 1 for garage winter heating.
6. Electric unit heaters shall be provided in the main electrical room and in the emergency generator room.
7. Hot water baseboard heat shall be provided under all windows more than 6 feet tall where occupants are seated within 4 feet of glass and under windows more than 10 feet tall in transient spaces.

g. Ventilation Systems

1. A 15,000 cfm roof mounted utility set will be provided for each stair enclosure for stair pressurization. The fan discharge will be ducted down a shaft adjacent to the stair and air will be injected into the stair at every third floor to account for stack effect. A louvered relief penthouse will be located on top of the stair to prevent the shaft from over pressurizing. A motor operated damper and adjustable backdraft damper will be provided in the stub duct through the roof.
2. A hoistway vent with stub duct and smoke damper shall be provided at the top of each elevator enclosure. The damper shall open upon detection of smoke by any associated elevator lobby or top of shaft smoke detector.
3. A dedicated exhaust fan and intake shall be provided for each electrical and

mechanical room. These fans will be controlled by wall mounted thermostats. Below grade rooms will be ducted to louvers on an upper level.

h. Control Systems

1. A DDC system shall be provided to control all HVAC equipment except packaged equipment which will be provided with self-contained controls. Packaged equipment will be provided with interfaces to allow the DDC system to control occupancy and display general alarms.
2. Wall mounted thermostats shall be provided for all heat pumps except console units which will have thermostat located under a tamper proof cover.
3. All thermostats and sensors in public areas will be provided with vandal proof covers and located to limit public access.
4. All sensors shall be provided with night setback override pushbuttons and temperature setpoint adjustment.
5. A DDC panel shall be provided at the Fire Fighters Command Center that will indicate status and allow control of all central air-handling systems. The Fire Fighters control panel for the lower level smoke control system will also be located in this area.
6. A dedicated DDC panel will be provided for monitoring and control of the chilled water system, the heating hot water system, each air handling system, and any other miscellaneous system. The utilities shall be monitored and alarmed through the DDC system. Each chiller, boiler and packaged unit will be provided with integral controls with DDC interface for remote status, alarm, enable/disable and occupied/unoccupied signal through the central BAS. Each control panel shall have a menu driven keypad with a multi-line LCD to allow local troubleshooting. All set-points and control variables shall be accessible from this keypad.
7. All occupied spaces shall have temperature monitored and alarmed through the DDC system. Communication to terminal devices, such as VAV boxes, shall incorporate a sub-tier communication highway and the incorporation of application specific controllers. The DDC system shall allow the user to generate reports, receive alarms, and be able to respond to facility requirements efficiently. All variable air volume boxes will have an associated wall-mounted DDC sensor with night setback override pushbutton.
8. Boilers shall have factory-mounted controls. The BAS shall enable the boilers and the factory-mounted boiler controls will send general alarm signal to the BAS. Heating hot water pumps shall be controlled by the BAS in a Lead-Lag configuration. An emergency shutdown switch shall be installed at each entrance to the Boiler Room to immediately shutdown the gas-fired boilers and water heaters.
9. The chillers shall have factory-mounted controls. The factory-mounted controls shall be capable of sending a general alarm signal to the DDC system. The DDC system shall enable/disable the chillers. The chilled water and condenser

SECTION III

A. Issuing Office

The FJD is the sole point of contact with regard to all procurement and contractual matters relating to the services described herein. The FJD is the only office authorized to change, modify, amend, alter or clarify the specifications, terms and conditions of this RFP. The FJD reserves the right to cancel this RFP at any time. All communications regarding this procurement must be addressed (written or faxed) to:

First Judicial District of the Commonwealth of Pennsylvania
Procurement Office
Philadelphia City Hall, Room 368
Philadelphia, PA 19107
Attention: Stephanie B. Rigterink, Esquire
Labor, Procurement and Litigation Attorney
Fax Number: (215) 683-7942
stephanie.rigterink@courts.phila.gov

B. Mandatory Pre-Proposal Meeting, and Site Inspection

- i. A mandatory pre-proposal meeting and site inspection will be held for all interested parties on **Wednesday, August 13, 2014 at 1501 Arch Street Philadelphia at 9:30 a.m.** Attendance is mandatory. The purpose of this meeting will be to review the requirements contained in the Request for Proposal and entertain general questions that proposers may have concerning any of the aspects of the services to be provided. Questions concerning this RFP must be submitted in writing by fax/mail and received on or before *3:00 p.m., Friday, August 22, 2014*. All questions must be received at the following address by the designated contact person:

First Judicial District of the Commonwealth of Pennsylvania
Procurement Office
Philadelphia City Hall, Room 368
Philadelphia, PA 19107
Attention: Stephanie B. Rigterink, Esquire
Labor, Procurement and Litigation Attorney
Fax Number: (215) 683-7942
stephanie.rigterink@courts.phila.gov

- ii. All questions that, in the FJD's sole opinion, materially impact upon this RFP process will be answered, in writing, in a formal addendum issued by the FJD. The FJD reserves the right to combine, rewrite or modify questions received; no individual responses will be issued. Oral responses by FJD employees or their representatives are not binding and shall not in any way be a commitment by the FJD.

Proposers and their agents are prohibited from having contact with any employee, agent, consultant or contractor of the FJD for any purpose related to this RFP other than as provided in this RFP. Any information obtained from any source other than the designated contact person shall be deemed inoperable and may render proposal submissions non-responsive. In addition, arrangements will be made for a mandatory site inspection of the facilities.

Only those proposers who attend the mandatory Pre-Proposal Meeting and Site Inspection will be eligible for submission of the proposal. In the event the proposer attends to enter into a joint venture or partnership for this contract, a representative of only one of the partners is required to

attend the mandatory pre-proposal meeting and site inspection. It is requested that notification be given and the number of persons attending to:

Stephanie B. Rigterink, Esquire
Labor, Procurement and Litigation Attorney
First Judicial District of the Commonwealth of Pennsylvania
Procurement Office
Philadelphia City Hall, Room 368
Philadelphia, PA 19107
Fax Number: (215) 683-7942

Notification shall be given to the FJD by letter, courier, or fax no later than six calendar days prior to the starting date for the mandatory pre-proposal meeting and site inspection.

The meeting location is 1501 Arch Street Philadelphia. It is anticipated that the Proposer's conference and tour will be a one day event commencing at 9:30 a.m. Opening remarks and a brief overview and discussion of the RFP, et. al. will be the first item on the agenda. At this time, key officials from the FJD will be in attendance to provide an overview of their respective areas of expertise as it pertains to the RFP.

At approximately one hour after the opening remarks, the attendees will be divided into two (2) or more groups (not to exceed fifteen (15) in number) for a tour of the facility, and all major components under consideration for the OM&S RFP response. FJD personnel who have knowledge of the facility will serve as tour guides throughout the facility. At no time will any specific questions be accepted during the tour. The afternoon session will be devoted to a wrap up of the day's events.

C. Information Required from Vendor

Vendors' responses must be submitted in the format outlined below. To be considered, the proposal must respond to all the requirements of the RFP. *Any other information thought to be relevant, but not applicable to the enumerated categories, should be provided as an appendix to the proposal.* In addition, Prospective Vendors are encouraged to develop unique and creative solutions to the many issues facing large urban court systems and provide said recommendations as an Appendix to their proposal.

- i. Statement of the Problem
State in succinct terms your understanding of the problem presented or the services required by this RFP.
- ii. Work Plan
Describe in narrative form your technical plan for accomplishing the tasks required.
 - a. Staffing patterns, proposed position descriptions, a staffing schedule and proposed minimum qualifications for positions.
 - b. A detailed explanation of the activities that will be performed by the various staff in the delivery of services.
 - c. A detailed description of your understanding of the OM&S tasks, and how you will provide them. Provide five (5) separate plans for operation and management for each of the following: Operations; Maintenance; Support Services; and Subcontract Management. NOTE:

The OM&S contractor is responsible and accountable for managing its own labor force as well as all services provided by subcontractors.

- d. Any unique plans which the respondent proposes to implement in the provision of full time on-site employees, while controlling the specific services covered by Subcontracts.
 - e. A description of the respondent's proposed on-site management, including a proposed table of organization for OM&S services and the resumes of key staff.
 - f. Respondent's proposed procedure for mobilization, training, site and project familiarization, and establishing full, up and ready OM&S Contract status by _____.
 - g. Gaining familiarity with startup and training of facility operation;
 - h. Site familiarity of the project;
 - i. Annually filling out attic stock procurement, establishing control and security of site storage facilities.
 - j. 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.
 - k. A description of how you will report the actual staffing for the preceding month, on a monthly basis.
- iii. Personnel
- Include the names, resumes and qualifications of executive, managerial and technical personnel who will be engaged in the project. Include their experience in the services to be provided, how long they have been with your company, criminal background report and/or child abuse clearance and the responsibilities that they will have for the project.
- iv. References
- List references and similar projects requiring like experience and expertise in which specific personnel have been involved. Provide a list of all contracts with any governmental jurisdiction within the last ten (10) years, with the name and telephone number of a contact person. If your organization has no prior government experience, please list other references. Supply the following information for four (4) references that the FJD may contact regarding your ability to provide the required OM&S services:
- a. Name and address of the organization;
 - b. Name and telephone number of the individual to be contacted;
 - c. Organizational title.
- v. Organization Chart
- An organizational chart depicting the structure of your present organization, significant subcontractual 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.
- vi. Fee

The fee is required to support the reasonableness of your proposal.

- vii. Campaign Contributions
Applicants and contractors are required to disclose their campaign contributions, any consultants used and contributions the consultants have made, prospective subcontractors, and whether they have received any requests or advice on satisfying minority owned business participation goals from FJD employees.
- viii. Financial Proposal
 - a. A completed four page Labor Rate Schedule Chart (LRSC) for each of the four years listed, for each form as enclosed in the Specification.
 - b. A completed Yearly OM&S Cost Proposal Form for each of the four years listed, as enclosed in the Specification.
 - c. Completed lists of proposed Subcontractors.
 - d. Direct Overhead Analysis for the Proposer in Standard Accounting Presentation.
 - e. Indirect Overhead Analysis for the Proposer in Standard Accounting Presentation.
 - f. Staff category recommendations to reach project objectives.
 - g. Identification of Proposals: It is important that proposals be properly identified so as to preclude opening by unauthorized personnel.
- ix. Proprietary Information
 - a. Identify every page of a submittal you consider proprietary information. The FJD will assume no responsibility for the release of such information, unless it is so marked.
- x. Authorization to Negotiate
Designate in your proposal, the individual or individuals authorized to conduct negotiations with the FJD concerning elements of its proposal. Such designation must be included in the Proposer's Proposal. As a condition of award, following successful negotiation with the selected OM&S contractor, the FJD reserves the right to require a breakdown of the negotiated contract costs (assuming renewals at the end of every contract year are exercised) into pricing totals on the basis of the following periods of order:
 - a. _____ (Period 1, P1)
 - b. _____ (Period 2, P2)
 - c. _____ (Period 3, P3)
 - d. _____ (Period 4, P4)

In this case, as a condition of award, the contractor must provide an acceptable breakdown within 3 working days of successful negotiation.
- xi. Oral Presentations
During the evaluation of proposals, oral presentations may be required from one or more Respondents. The FJD will advise Respondents as to the time and place

for such oral presentations. The Respondent shall be prepared to discuss all aspects of the proposal in detail. The evaluation process also may include requests for additional information or data if, in the judgment of the FJD, this would aid in preparing a fair and accurate analysis.

xii. **Formal Contract Required**

The respondent selected for award will be expected to enter into a formal contract with FJD, although the FJD reserves the right to negotiate the different terms and conditions in any final contract resulting from this RFP, if in the sole judgment of the FJD, it is in the best interest of the FJD to do so.

This RFP and the contents of the successful respondent's proposal, as finally approved and accepted by the FJD, will become a part of any contract awarded as a result of this solicitation. The respondent selected to participate in contract negotiations will be required to submit such revisions to the proposal as may result from negotiations. The FJD reserves the right to negotiate unacceptable clauses or restrictions incorporated within an otherwise acceptable proposal.

In the event that an agreement cannot be reached between the FJD and the selected respondent, the FJD reserves the right to discontinue negotiations with the selected respondent and to negotiate a contract with any other responsible respondent. The FJD may, at its option, elect to conduct simultaneous negotiations with multiple respondents. Respondents are cautioned to carefully review the contract of this RFP, and those sections of these specifications relating to liquidated damages for unacceptable performance and insurance and indemnification requirements.

G. Criteria for Selection

All responses from Vendors will be reviewed and evaluated by a Committee of personnel selected by the FJD. This Committee will recommend for selection the proposal that most closely satisfies the requirements of the RFP and the needs of the FJD.

1. **Vendor's Qualifications**

This refers to the ability of the Vendor to meet all the terms of the RFP.

2. **Cost**

Cost to the FJD is a material factor, but not the sole or necessarily the determining factor in proposal selection. The FJD may, at its sole discretion, award a contract resulting from this RFP to a person or entity other than the responsive, responsible Respondent proposing the lowest cost to the FJD. A contract will be awarded to the Respondent whose Proposal the FJD, in its sole discretion, determines will provide the most effective solution to the requirements of the FJD and is otherwise in the best interests of the FJD.

3. **Personnel Qualifications**

This refers to the competence of professional and technical personnel who would be assigned to the job by the Vendor. Qualifications of professional personnel will be measured by experience, with particular reference to experience on similar projects described in the RFP.

4. **Understanding the Problem and Needs**

This refers to the Vendor's understanding of the needs and/or problems generated by the project specified in the RFP, the objectives in asking for the services and the nature and scope of the work involved.

H. Additional Conditions Governing the Procurement Process

Vendors must be aware of the following additional conditions governing this procurement:

1. Rights Reserved

Upon determination that its best interests would be served, the FJD shall have the right to:

- ◆ Cancel the procurement at any time prior to the Contract award.
- ◆ Amend this solicitation at any time prior to bid closing time and date.
- ◆ Refuse to consider proposals which do not conform to solicitation requirements. One copy of any proposal which is returned as nonconforming will be retained by the FJD for documentation purposes.
- ◆ Require Vendors, at their expense, to submit written clarification of proposals in any manner or format that the FJD may require.
- ◆ Require that all proposals submitted in response to this solicitation, upon receipt by the FJD, become the property of the FJD.
- ◆ Invite Vendors, but not necessarily all, to make an oral presentation. The FJD further reserves the right to limit the number of Vendors invited to make such a presentation or demonstration.
- ◆ Allow no additions or changes to the original proposal after the due date specified herein, except as may affect all Vendors.
- ◆ Award in part or reject any and all proposals in whole or in part.
- ◆ Reject the proposal of any Vendor in default of any prior contract or for misrepresentation of experience presented.
- ◆ Request information in response to a "Best and Final" proposal from one or more Vendors.
- ◆ Allow a Vendor to remedy, in writing, any deficiency which is not material.

2. Conditions of Bidding and Instructions

The foregoing proposal is subject to the following conditions and instructions, all interpretations of which shall be at the sole discretion of the FJD.

a. Preparation of Proposals

- i. Proposals must be written in ink or typewritten, shall be signed and placed in a sealed envelope or carton. The proposal must be signed by the owner if a sole proprietor or by a general partner if the Vendor is a partnership. If the Vendor is a corporation, the proposal must be signed by the president or vice-president and attested to by the secretary, treasurer or assistant secretary or treasurer and must bear the corporate seal. A corporate Vendor, in the alternative, may execute a proposal other than by the formality set forth above, by signing such proposal by an officer, employee or agent having express authority by reason of a power of attorney identifying such officer or agent by name and title, which power of attorney shall bear the corporate seal and be attached to the proposal. A Vendor must indicate whether it is authorized to do business in Pennsylvania and document, if applicable, the place of incorporation.
- ii. Alterations or changes to any part of this proposal will be sufficient reason for rejection.
- iii. No proposal will be considered if not actually received at the designated office at the time specified in the proposal. Timely delivery shall be judged by the

- date of actual receipt.
- iv. To be considered, Vendor must submit a complete response. A proposal which is incomplete, obscure, conditional, unbalanced, containing additions not called for or irregularities of any kind including alterations or erasures, may be rejected as informal and void the response entirely.
 - v. No proposal shall be withdrawn for 60 days from the date of the deadline specified for submission of proposals, except as otherwise provided herein. Vendors may be given permission to withdraw a proposal before opening upon receipt of written notification or by personal request of the Vendor, of which request must be submitted no later than forty-eight (48) hours before the time fixed for the opening and consideration of proposals.
 - vi. No change in prices, terms and conditions will be considered after the deadline for submission of proposals.

b. Acceptance and Rejection of Proposals

- i. The FJD reserves the right to reject any and all proposals, to waive technical defects, and to accept or reject any part of any proposal if, in its judgment, the best interests of the FJD are not thereby served.
- ii. No award will be made to any Vendor who is in default of any bid, purchase order, or contract with the FJD or its components, prior to the date of the RFP under consideration.
- iii. All responses accepted by the FJD shall become binding contracts upon approval of contract as to form by the Legal Department of the FJD.

c. Surety for Proposals

The security of the three (3) most qualified Vendors will be retained until the execution of the contract.

- i. Proposal Security: Respondents must submit, with their proposal, a proposal bond in the amount of (10% of the price for the first year of the contract)A proposal which is not accompanied by this required security shall be rejected.
- ii. Performance Bonds: Upon notification of award, the FJD will require the successful respondent to provide an individual performance Bond in the amount of 50% of the total estimated expenditures for the first period of the contract. The successful respondent will be required to renew the bonding for all subsequent renewal periods. Failure to secure such bonding for any renewal period will be considered a breach of the contract and will entitle the FJD to all rights and remedies under the law.
- iii. Payment Bonds: Provide a payment bond equal to at least 50 percent of the sum of the Period 1 proposed price for cumulative subcontracts, on Yearly OM&S Cost Form, plus total charge including profit. The payment bond shall be delivered by the OM&S Contractor to the FJD 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 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, based on the Price Proposal line C.14 for each such year.

d. Penalty for Failure to Execute Contract

Any Vendor not lawfully released from his or her proposal, who refuses to execute a contract or who refuses to furnish any required bonds and insurance, shall be liable to the FJD in the amount of the check deposited as security for his or her proposal as liquidated damages; or where the damages are readily ascertainable, such Vendor shall be liable for the actual loss or damage sustained because of the failure of the Vendor to enter into such contract.

e. Disadvantaged Minority, Women and Disabled Owned Business Enterprises (M/W/DSBE)

Disadvantaged Minority, Women and Disabled Owned Business Enterprises (M/W/DSBE) as defined by the City of Philadelphia's Minority Business Enterprise Council (MBEC) are encouraged to participate as prime proposers. Prime proposers who are not M/W/DSBEs are encouraged to identify and utilize M/W/DSBEs as sub vendors. Vendors are requested to identify the amount of M/W/DSBE participation in this project by listing both dollar amount and percentage of total proposal.

f. Nondiscrimination

During the term of any subsequent contract resulting from this procurement, vendor agrees to the following:

- i. Vendor shall not discriminate nor permit discrimination against any employee, applicant for employment, independent Vendor, or any other person because of race, color, religious creed, ancestry, national origin, age, sex, sexual preference, or disability in the performance of this contract. Vendor shall comply with all federal and state laws prohibiting discrimination.
- ii. Furthermore, pursuant to federal regulations promulgated under the authority of *The Americans with Disabilities Act, 28 C.F.R. and 35.101 et seq.*, the Vendor understands and agrees that no individual with a disability shall, on the basis of such disability, be excluded from participation, in or from activities provided for, as a result of this procurement. As a condition of accepting and executing any contract, the Vendor agrees to comply with the "*General Prohibitions Against Discrimination*", *28 C.F.R. and 35.130*, and all other regulations promulgated under *Title II of the Americans with Disabilities Act*, which are applicable to the benefits, services, programs and activities provided by the Commonwealth of Pennsylvania through contracts with outside Vendors.
- iii. Vendor shall take steps to insure that applicants are employed, and that employees or agents are treated during employment without regard to their race, color, religious creed, ancestry, national origin, age, sex, sexual preference, or disability in the performance of any contract as a result of this procurement. Such nondiscrimination shall include, but is not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff

- or termination, rates of pay or other forms of compensation, and selection for training.
- iv. Vendor shall, in advertisements or requests for employment placed by it or on its behalf, state that all qualified applicants will receive consideration for employment without regard to race, color, religious creed, ancestry, national origin, age, sex, sexual preference, or disability.
 - v. Vendor shall include the provisions of this nondiscrimination clause in every subcontract pertaining to the performance of any contract as a result of this procurement, so that such provisions will be binding upon each subcontractor. In the event of a violation of subcontractors, Vendor shall promptly notify Marc Flood, Esquire, Deputy Court Administrator, First Judicial District of Pennsylvania, Procurement Unit, Philadelphia City Hall, Room 368, Philadelphia, Pennsylvania 19107, in writing.
 - vi. In the event of Vendor's noncompliance with the nondiscrimination clause of this RFP or with any such laws governing nondiscrimination, vendor shall take all steps necessary to come in compliance with this nondiscrimination clause. Further, in the event of Vendor's noncompliance with the nondiscrimination clause of any subsequent contract or with any such laws governing nondiscrimination, the contract may be terminated or suspended, in whole or in part, whereupon all obligations on the contract shall cease, save only the obligation to pay to Vendor the sums due for goods and services already provided prior to the date of termination. In the event of continued refusal by Vendor to comply with this nondiscrimination clause, Vendor may be declared temporarily ineligible for further FJD contracts, and other sanctions may be imposed and remedies invoked.
 - vii. It shall be no defense to a finding of noncompliance with this nondiscrimination clause that Vendor has delegated some of its employment practices.
 - viii. Vendor shall furnish all necessary employment documents and records to, and permit access to its books, records and accounts by, the contracting agency for purposes of investigation to ascertain compliance with the provisions of this nondiscrimination clause.
 - ix. Vendor's obligations under this clause are limited to the Vendor's facilities within Pennsylvania or, where the contract is for purchase of goods manufactured outside of Pennsylvania, the facilities at which such goods are actually manufactured, produced, assembled or delivered.
 - x. The Vendor shall be responsible for and agrees to indemnify and hold harmless the Commonwealth of Pennsylvania, the City of Philadelphia, the FJD, and the AOPC, their officers, agents and employees, from all losses, damages, expenses, claims, demands, suits and actions brought by any party against the Commonwealth, the City, the FJD, and the AOPC, their officers, agents and employees, as a result of the Vendor's failure to comply with the provisions of this nondiscrimination clause.

g. Qualifications to Do Business

The Vendor shall, within 5 days after receiving a letter of intent to award a Contract, provide an opinion letter from its legal counsel that the Vendor is qualified to do business in Pennsylvania and is not prohibited by articles of incorporation, bylaws, or the law under which it is incorporated from performing the services required under this Contract. This opinion letter will acknowledge that the FJD is relying on said opinion in awarding and executing the Contract.

h. Prohibition on Foreign Corporations

No contract will be awarded to a Vendor who is a foreign nation corporation or is operating under a fictitious or assumed name, unless the Vendor has compiled or has agreed to comply with the regulations governing proper registration under the laws of the State of Pennsylvania and the FJD.

If the Vendor is incorporated in some state other than the State of Pennsylvania, the Vendor shall provide documentation to establish that the corporation is registered to conduct business in Pennsylvania.

i. Rejection of Collusive Bids

Proposals received from any Vendors who engage in collusive bidding shall be summarily rejected. The terms and conditions of the Bid Anti-Rigging Act, the Act of 1983, October 28, P.L. 176, No 45; 73 P.S. 1611 et. seq. applies.

j. Rejection of Proposals

The FJD reserves the right to withdraw or cancel this RFP at its discretion at any time prior to execution of a contract to reject any or all proposals or to waive any minor or technical deviations as it may deem fit and proper. The successful Vendor's proposal will become part of the formal contract. All proposals will become the property of the FJD.

k. Incurring Costs

The FJD is not liable for any cost incurred by Vendor in the preparation and presentation of proposals. Total FJD liability is limited to the terms and conditions of the contract.

l. RFP Amendments

The FJD reserves the right to amend the RFP prior to the date for proposal submission.

m. Proposal Amendments and Rules for Withdrawal

Unless requested by the FJD, no amendments, revisions or alterations to proposals will be accepted after the proposal due date.

After proposal due date, a submitted proposal may be withdrawn upon written request

of the Vendor. In such instances, the bid bond, if required, may be forfeited upon the granting of such request.

Any submitted proposal shall remain valid for sixty (60) days after the proposal due date or until a contract is formally executed, whichever comes first.

n. Anti-Bribery

The Vendors' response to this RFP certifies that the Vendor has not been convicted of bribing or attempting to bribe an officer or employee of the FJD.

o. Offer of Gratuities

By submission of a proposal, the Vendor certifies that no gratuities of any type were either offered to or received by an elected or appointed official or employee of the FJD or its political subdivisions in connection with this procurement from the Vendor, the Vendor's agents or employees or subcontractors. Any contract arising from this RFP may be terminated by the FJD.

p. Restrictions on Contact with FJD Personnel

From the date of release of this RFP until such time as a contract is awarded, all contact with personnel employed by or contracted to the FJD is prohibited except as required by this RFP. Violation of these conditions is cause for the FJD to reject a Vendor's proposal or rescind any contract awarded pursuant to this RFP.

q. Restrictions on the Use of Former Judiciary Personnel

By submission of a proposal, the Vendor certifies that no person formerly employed by the Pennsylvania Judicial Branch on a full time basis within twelve (12) months immediately preceding the date of the release of this RFP had any involvement whatsoever in the preparation of the Vendor's proposal. For purposes of this subsection, a "full time basis" means providing services for a minimum of forty (40) hours per week for a period of twelve (12) consecutive months, at least one (1) month of which fell within the twelve (12) months immediately prior to the date of the release of this RFP.

Furthermore, the Vendor certifies by the submission of the proposal that if the Vendor is awarded the Contract, after Contract execution, if any person described above should come into the employ of the Vendor, such person shall not be assigned to this project at any time during the contract period without prior written consent of the FJD.

Any violations of these certifications may, in the discretion of the FJD, be grounds to reject the proposal or terminate the contract.

r. Conflict of Interest

No member of the FJD or any elected or appointed official serving as a member of any committee formed to review or select a Vendor shall have more than a nominal financial interest in any Vendor or Vendors submitting proposals in response to this RFP.

All persons serving in the capacity of selection or review and evaluation staff shall sign a disclosure statement indicating any financial relationships, contractual or other professional agreements with Vendors who submit a proposal in response to this RFP.

s. News Releases

News releases pertaining to this RFP shall not be made without prior approval of the FJD and then only in coordination with the FJD.

t. Public Disclosure

As a general rule, the FJD does not disclose any personally or professionally identifiable information collected or obtained through normal FJD business practices and/or procedures except where permission has been obtained or where the information is classified as public information under the State of Pennsylvania's Right to Know Act (65 P.S., §67.101 et seq.), Pennsylvania's General Assembly's Act 3 of 2008, or any other applicable laws. Any/all participating Parties should be aware that information collected or obtained by the FJD through a solicitation and/or business relationship may be subject to examination and inspection if such information is a public record and not otherwise protected from disclosure. Furthermore, no public agency, official, employee, and/or custodian shall be liable, nor shall a cause of action exist, for any loss or damage based upon the release of a public record if the public agency, official, employee, and/or custodian acted in good faith in attempting to comply with the provisions of said Acts and/or applicable laws.

3 Coordination with the Facility Manager

The OM&S Contractor in the course of its work under this contract is responsible to maintain continuous communications, cooperation, and coordination with the FJD and OM&S subcontractors.

- a. Reports - The OM&S Contractor will provide the FJD with written reports as follows:
1. Weekly - Activities of the week by OM&S and their subcontractors, 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 staff 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 work outside of the scope of the contract;
 2. 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.
 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 FJD 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 FJD, and assure a smooth transition of the OM&S program to the FJD or the FJD's designated representative.

4 On-Site, OM&S Offices and Maintenance Space

The Facility Manager will provide the OM&S Contractor with OM&S Contract Administrative Office Space, and Storage Space.

- a. The FJD will provide telephones, outlets, phone lines and fax lines for the use of the OM&S Contractor. FJD PIN-numbers will be assigned to the OM&S Contractor for his/her use and control. The FJD will backbill 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 FJD/City of Philadelphia 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 in the facility. Electricity will be provided by the FJD gratis.

5 Payment and Invoices

- a. 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:

1. The proper invoice has not been received by the party specified in the contract.
2. 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.
3. The items or services do not meet the quality requirements of this contract.
4. The OM&S Contractor has not submitted satisfactory documents or other evidence required by the Facility Manager or by the contract concerning preventive maintenance, repair, emergency response, and overall performance.
5. All invoices or correspondence pertaining to invoices shall be identified with the contract number and forwarded to the following address:

FIRST JUDICIAL DISTRICT OF PENNSYLVANIA
PROCUREMENT
ROOM 368 CITY HALL
PHILADELPHIA, PA 19107

6. All invoices must be submitted within 120 days after services are rendered. Failure to do so will result in a fine of 5 % of the total invoice amount deducted from payment.

6. **Billing for Extra Work and Material Purchase**

- a. The FJD shall be authorized to request the OM&S Contractor to perform work under the FJD.
- b. The cost of materials required to be purchased for work under the FJD are considered non-salary costs, with stated markup by the OM&S Contractor. Invoices for materials acquired under the FJD shall show actual cost. Prior to the purchase of parts or materials, the OM&S Contractor may be required by the Facility Manager 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).
- c. Any part, pieces of equipment, or other material used in the performance of this contract acquired under the FJD, that is manufactured by the OM&S Contractor shall be billed to the FJD 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.
- d. The OM&S Contractor's shall provide all the tools of their trade, for which the new purchase price is less than \$500.
- e. Contractor shall provide all the "tools of the trade" and necessary equipment, at his/her expense, including, but not limited to: scaffolds; ladders; mechanical hoists; electric personnel lifts; shop tools; required for proper maintenance and repair of all physical facilities, complete.
- f. For all changes to the OM&S Contractors work, and all subcontract work, not covered under this agreement, and as ordered by the Facility Manager, the OM&S Contractor shall submit a Proposal in writing to the Facility Manager detailed by hours, hourly rate, and materials, and state the total increase or decrease to the contract. The Facility Manager shall require the OM&S Contractor to submit a fully itemized breakdown of said proposal in such form as he/she may designate to facilitate checking of said proposal price. The hourly rates for OM&S presented in the analysis shall be identical to the values used in the OM&S Proposal. Values for payroll overhead, 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.
- g. For negotiated change orders in excess of \$100,000, the OM&S Contractor must execute a truth-in-negotiation certificate vouching for the accuracy of the specific factors. The certificate shall be issued to the OM&S Contractor by the Facility Manager, when required.
- h. Should the OM&S Contractor and the Facility Manager fail to agree upon a cost, for subcontracted work, the Facility Manager 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.
- i. All FJD work must have prior written authorization by the Facility Manager.

7. Duration of Contract, Schedule for Selection

- a. The initial term contract period shall be from October 1, 2014 through September 30, 2015. The FJD reserves the sole option to renew the contract for one additional year, and subsequently yearly for a maximum cumulative period of three (3) 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 FJD Procurement Regulations.
- b. Issuing Office - This RFP is being issued by the FJD.
- c. Summary of Procurement Milestones - The following will be adhered to as closely as possible during the procurement process. The dates listed above may be extended by the FJD if it is felt to be in the best interest of the FJD.

8. Forms and Reports, Database

- a. The OM&S Contractor must utilize, on a daily basis, a database, provided by the OM&S Contractor to manage the facility. In its Proposal to the FJD, the Proposer must identify prior experience in utilizing computerized maintenance software.
- b. The OM&S Contractor will provide a complete database. This system will provide capabilities that include, but are not limited to:
 - i. Work order planning
 - ii. Automatic PM work order generation
 - iii. On-line work requests
 - iv. Employee database
 - v. Manpower planning
 - vi. Work order scheduling
 - vii. Labor distribution
 - viii. Stores and spares
 - ix. Purchasing
 - x. Accounts Payable
 - xi. Warranty Tracking
 - xii. Project Tracking
 - xiii. Replenishment Forecasting

xiv. Analysis and reporting

c. Application

- i. The system will be used by the OM&S Contractor to perform the following functions:
1. Record, schedule, and monitor all requests for building operations and management;
 2. Provide historical budgeting information to the OM&S Project Manager and the Facility Manager for use in tracking annual budgets and scheduling Capital Improvements.
 3. Maintain support documentation for equipment specifics (data sheets), through use of the pre-approved FJD standards;
 4. Provide support documentation for any billings passed on to the FJD for: approved material, and services, funded through FJD, including all subcontract work; extra and emergency work, all through the purchasing and accounting modules;
 5. The Facility Manager will have final approval prior to the purchase of materials and supplies;
 6. Maintain storeroom inventory in the database; all materials and supplies must be housed in a centralized location. Submit all stock item documentation on pre-approved inventory forms of data entry;
 7. Produce daily status reports to allow for control and follow-up on assignments entered into the system.
 8. Produce daily status reports that track call and response times for service requests.
 9. Process acquisition of material or services, funded by FJD, through the database modules of work order maintenance, requisition generation, requisition approval, purchase order generation, material receipts, and invoice reconciliation.
 10. 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.
 11. Generate monthly preventive maintenance calendars, comprising individual pieces of equipment and their respective intervals for maintenance work.
 12. 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.
 13. Provide support documentation for OM&S additional time on the project work, resulting from changed conditions including: absent time; and Facility Manager approved extra, emergency time.
 14. Record daily time expended by each 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.

15. Generate preventive maintenance notification reports that automatically follow up on every assigned task to insure each one has been completed.
 16. Maintain a current parts inventory and produce reports when preset minimum quantities have been reached.
 17. Provide a detailed parts history, including quantity on hand, part number and description.
 18. No software, other than FJD approved software, may be installed on the on-site computers utilized on this OM&S contract.
- ii. Training of FJD - The OM&S Contractor will provide training in the use of the database system to the FJD.
- iii. 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.
1. Project Manager shall: electronically approve all requisitions prior to purchase order generation; obtain approval of the preventive maintenance plans from Facility Manager; provide necessary reports to Facility Manager utilizing the database; review and approval of building manager's guidelines for contracted services.
 2. The Building Manager 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 FJD related activities; and generate purchase orders upon approval of Project Manager.
 3. 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.
 4. 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.
 5. Data Administrators - Document requests for building services through the database; use the system to record peoples' daily time, update records and print reports; close finished work orders; reconcile material and service invoices.
 6. Managers and Supervisors shall use the system to generate reports that support planning, cost tracking, budgeting and trend analysis.
 7. Storerooms' and accounting personnel shall use the system to control the stores' inventory including: issuing and receiving of parts and inventory, invoice reconciliation, and tracking usage trends.
- iv. 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;
1. Work Orders;
 2. Open Work Orders;
 3. Overdue Work Orders;

4. Daily Labor Proof List;
5. Weekly Crew Schedule;
6. Requisition Disposition;
7. PM Work Orders Not Performed;
8. Master PM Schedule;
9. Parts Shortage;
10. Suggested Reorder Report;
11. Suggested Request to Transfer;
12. Daily Receiving Report;
13. Vendor Performance Report;
14. Deleted Vouchers List;
15. Suspended Items List;
16. Purchasing Discrepancy Report;
17. Unreceived Items List;
18. Receipts Not Invoiced Analysis;
19. Voided Suspended Items List.

- v. All of the reports listed shall be readily available to the Facility Manager upon request.
- d. Database Networking - The system, as controlled by the FJD, will be fully networked by the FJD, between and throughout the facility, as required to maintain and provide administrative access to the database.
 - e. Ownership and Maintenance of the database- The FJD will supply, install and maintain the centralized computer hardware and software necessary to run the database.
 - i. The FJD will retain applicable licenses for the applicable software and FJD owned central hardware.
 - ii. Note: Any software furnished by the OM&S Contractor to facilitate his/her management tasks inclusive of database, but beyond the software supplied by the FJD, must meet the standards of the FJD and be pre-approved by the Facility Manager.
 - iii. Hardware supplied by the FJD includes:
 1. Personal Computers capable of accessing the internal network at the facility. This includes network interface capability, color monitor, keyboard, sufficient hard disk capacity to store programs and sufficient memory to operate software specified by OM&S Contractor and utilized by the OM&S Contractor to perform necessary tasks, required reporting as outlined in this RFP, and correspond with the Facility Manager. This equipment will also support storeroom functions, and separately run systems such as fire systems, security turnstile/ID badging programs, elevator programs, and the building automation systems.
 2. Laser printers will provide hard copy output for work orders, preventive maintenance schedule and reports as required by these specifications.
 3. Desk-jet and laser-jet printers to support administrative functions, storeroom functions, and separately run systems mentioned above.
 - f. Software
 - i. FJD will provide software to facilitate network interface and communication with the FJD.

- ii. FJD 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 facility.

9. **Ownership & Maintenance OM&S Contractor's Access Equipment**

Any software furnished by the OM&S Contractor to facilitate his/her management tasks separate from the database, beyond the software supplied by the FJD, must meet the standards of the FJD and be pre-approved by the Facility Manager. The FJD will retain ownership of all hardware and software provided by the FJD. 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.

10. **Approval and Reports**

- a. Prior to utilization of forms and submission of reports, the formats for same must be approved by the Facility Manager.
- b. 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 FJD at the conclusion of the contract.
- c. Pricing Proposal - OM&S database 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.

11. **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.

12. **Contract Time for Completion of Work**

- a. Diligently prosecute the work so that: all OM&S have completed training; smooth OM&S activities are established; and the database 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 facility has been entered into the database, and is now in operation.
- b. Perform the work in this contract in accordance with that proposed by the OM&S Contractor's written work schedule and approved by the Facility Manager with labor and management adequate to attain the Contract Objectives stated herein.
- c. 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 Facility Manager may require the OM&S Contractor to furnish and place in operation such additional labor and equipment as the Facility Manager shall deem necessary to bring the work back on schedule. If the OM&S Contractor fails to comply, the Facility Manager 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.

13. **Accident Prevention**

- a. Take all reasonable and prudent steps to prevent injury to persons (including Related Personnel, FJD 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 facility 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.
- b. 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.
- c. 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 facility, and visitor traffic. The safety, convenience, and protection of the property is 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 Facility Manager, for approval prior to erection.

14. **Security, Project Identification Badges and Access Permits**

- a. All OM&S Contractor personnel, and all personnel of OM&S subcontractors shall obtain from the Facility Manager a valid Identification Badge. 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.
- b. All OM&S and all OM&S Subcontractor personnel shall be prohibited from initiation of work on the job site, until issued an identification badge. Badges must be displayed at all times on the facility site.
- c. The FJD reserves the right to suspend the identification badge pending investigation of any employee allegedly involved in theft, or any other criminal act, either on the facility site, or off the premises.
- d. All Related Personnel not properly identified by an approved identification badge may be challenged, and if positive identification or association cannot be made, the appropriate corrective action shall be taken.
- e. Security regulations at the facility shall require the OM&S Contractor to comply with all rules and regulations as determined and approved by the Facility Manager. 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.

- f In the event of a suspected violation of the facility security methods, and facilities’ procedures, the Facility Manager, 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 FJD that the OM&S Contractor is responsible for the violation of the facility’ security procedures, the OM&S Contractor shall be assessed a fine determined by the Facility Manager to be the administrative costs for time consumed by the FJD in evaluation, determination and curative planning caused by the OM&S Contractor's violations.
- g At the completion of the contract, or in the event that Related Personnel are terminated the OM&S Contractor must return all identification badges to the Facility Manager.
- h The OM&S Contractor is also responsible for the cost of replacement badges, if lost.

15. **Facility’ Operations**

- a. The OM&S Contractor's attention is called to the fact that neither interruption of Facility’ operations, except as hereinafter specified, nor the existence of any condition which may create a hazard to facility 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 Facility Manager. The proposed work shall be conducted so as to interfere as a little as possible with other contractors’ on-site, Facility personnel.
- b. During the progress of the work, it may be necessary for the Facility Manager to adjust the approved schedules to better suit 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 fully cooperate with the Facility Manager and the FJD in the programming of this work to ensure the uninterrupted functioning of service essential to the operation of the Facility, and the maintenance of necessary security measures.
- c. The OM&S Contractor shall not, under any circumstances, be permitted to conduct any work that would require change to the established operational plans and procedures, and/or disrupt City security personnel traffic unless direct authorization is provided by the Facility Manager after thorough contingency planning by the OM&S Contractor.
- d. Conduct and schedule the work at all times in such a manner and in such sequence as shall assure the least interference with 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 Facility Manager to result in a predictable, repeatable method of performing OM&S work over the long term contract duration.

16 Parking

The FJD will not provide any designated or undesignated special parking accommodations for any of the OM&S Contractor's staff, or for any of the OM&S Contractor's subcontractor personnel.

17 Regulations, Codes and Laws to be Observed

- a All work shall be performed in accordance with all applicable standards, regulations, and codes enforced by the FJD and 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.
- b 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.

18 Familiarity with Laws, Etc.

- a. 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.

19 Interpretations by Addendum

- a 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 FJD a written request for an interpretation thereof. The person submitting the request shall be responsible for its prompt delivery. The FJD shall not be responsible for any other explanation or interruption of the proposed documents.

20 Liability of Contractor

- a. 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 FJD, 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 said operation or 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 FJD of any and all such suits, actions, and claims within ten (10) days of receipt.

21 Indemnification of the FJD and its Professional Consultants

- a. The OM&S Contractor shall indemnify, protect, and save harmless the FJD, 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 FJD, 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 FJD Procurement Department, may be retained by the FJD 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 FJD Procurement Department.

22 Interpretation of Specifications

- a. The Technical Provisions of the OM&S Contract Specifications are based on construction documentation for the facility. Drawings and specifications will be sent electronically to bidders upon request. Construction documentation will also be available in hard copy form for purchase from ARC. All questions about the drawings or contract specifications should be submitted in writing to the FJD by 3:00 p.m., Friday, August 22, 2014.

ARC reproduction contact information is as follows:

1216 Arch Street
Philadelphia, Pennsylvania 19107
Phone: (215) 563-7600
Fax: (215) 563-9770
Don Castignani
Chris Davis

- b. All Proposers are advised that attendance at the Proposal briefing meeting is mandatory. At that time, a tour of the Facility will be conducted, and a reference set of the 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 FJD office hours.
- c. 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 Facility Construction Contract Documents.
- d. The FJD 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.

23 Alteration of the OM&S Specifications, or of Character of Work

- a. The FJD 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 FJD, 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.

24 Contract Furnished to the OM&S Contractor

- a. The OM&S Contractor shall be supplied with a copy of the OM&S Contract Documents from the FJD. 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.

25 Subcontractors

- a. 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. As part of the Proposal, using enclosed proposal forms, 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. The FJD 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 on enclosed proposal forms.
- b. 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 specialty rigging; requires unique factory training, is therefore considered outside the work scope of the OM&S, and is managed by the OM&S Contractor.
- c. 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.
- d. The OM&S is responsible for onsite administration of this work.
- e. Funds are provided thru the FJD, based on approval by the Facility Manager. Rulings on classification of work tasks shall be the authority and responsibility of the Facility Manager, whose decision will be final.
- f. The following lists the Remove Repair/Replace, Reinstall work categories:
 - i. Fences and Gates
 - ii. Tree Grates and Benches
 - iii. Paving
 - iv. Concrete, Stone Wall, Thermal and Moisture Protection, Composite Building Panels
 - v. Yard Piping System, Fuel Oil Tank, Pipe and Monitoring Equipment
 - vi. Structural Framing and Supplementary Steel

- vii. Automatic and Revolving Entrance Doors, Overhead Coiling Doors
 - viii. Floor, Finishes and Materials
 - ix. Carpet Finishes
 - x. Dock Leveler
 - xi. Waste Compaction Unit
 - xii. Refrigerator
 - xiii. Fire Pump
 - xiv. Boiler System Components, Air Compressor, Pumps, Cooling Tower, AC Units, Chillers
 - xv. Major Power Distribution Equipment
- g. 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.
 - h. 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.
 - i. The physical work tasks shall not be provided by FJD.
 - j. Material will be provided under the specific subcontract.
 - k. 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 Construction Documents, and which extend for various periods of time depending on the individual guarantee/warranty, service/maintenance contract.
 - l. Tasks in place, based on best available information are listed in each of the Technical Provisions Sections of the OM&S Specification. Subcontract work will be assigned to the OM&S Contractor by the FJD for management responsibilities, exclusively. 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 FJD, based on approval by the Facility Manager. Rulings on classification of work tasks shall be the authority and responsibility of the Facility Manager, whose decision will be final.
 - m. List the name and address of each of the individual subcontractors proposed.
 - n. The following lists the Routine Subcontract work categories.
 - i. Conveying Systems
 - ii. Automatic Temperature Control
 - iii. Emergency Generators
 - iv. Transfer Switches
 - v. Thermographic Testing
 - vi. Landscaping
 - vii. Fire Extinguishers
 - viii. Water Treatment
 - ix. Fire Alarm

- x. Site Lighting
- xi. Trash Removal and Trash Disposal
- xii. Pest Control
- xiii. Window Washing
- xiv. Snow Removal
- xv. Sound Systems and Public Address

- o. 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 Facility Manager would be funded from FJD, as a subcontract to the OM&S Contractor.
- p. Professional Services Subcontractor (PSS) - The OM&S Contractor's authorized subcontractor for Professional Services. PSS shall be approved by the Facility Manager, funded through FJD. 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 Facility Manager.
 - v. Upon obtaining Facility Manager 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 Facility Manager.
 - vii. Inform the Facility Manager of negotiation progress. If after fair and open negotiation the OM&S Contractor is unable to reach accord, the Facility Manager 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 Facility Manager, enter into a Professional Services Subcontract (PSS) Agreement 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.
- q. The following is a list of Professional Services Subcontract Technical Categories:
 - i. Architectural/General Construction
 - ii. Site Civil Engineering
 - iii. Structural Engineering
 - iv. Environmental Engineering & Industrial
 - v. Hygiene
 - vi. Heating, Ventilation & Air Conditioning Engineering
 - vii. Plumbing, Drainage & Fire Protection Engineering
 - viii. Electrical & Electronic Engineering, Security
 - ix. CADD Services - Auto CAD – v.12 or better

26 Personnel and Supervision

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

27 Replacement Parts and Materials

- a. 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 Facility Manager, shall be procured by the OM&S Contractor, and shall be charged in accord with the General Provisions. Reimbursement shall be made from the FJD based on approval by the Facility Manager.

28 Uniforms (Trade Workers Per Schedule)

- a. Dress of staff shall be in a complete uniform, presenting a neat professional appearance at all times when on duty. The Facility Manager 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 staff, shall be furnished, and paid for by: the OM&S Contractor and subcontractors, respectively.

29 Conduct of all OM&S Contractor Personnel

- a. 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 employees from this project whose conduct the FJD feels is detrimental to its best interest, the best interest of the project.

30 Minimum Specifications

- a. It is the intent that all materials and services specified in the Special and Technical Provisions and database 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 under Routine Subcontract Work, shall be at no additional cost to the FJD unless additional work is specifically provided for under appropriate provisions of this specification.

31 Licensing

- a. 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 FJD 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.

32 Inspection of Work

- a. All materials, each part or detail of the work, the work of the OM&S Contractor's subcontractors, shall be subject at all times to inspection by the Facility Manager, or other designated representative from the FJD. 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 Facility Manager, 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.

33 Third Party Inspections

- a. The FJD 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 FJD 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.

34 Communications

- a. The OM&S Contractor shall establish an effective communications link with the Facility Manager, and the FJD for the duration of this contract. Provide a home/office

phone number, an answering service or a machine that the FJD can contact or leave a message on a 24 hour basis, seven (7) days a week. Critical project communication needs:

- i. Project objectives that are clearly defined and understood.
 - ii. A work scope that is well-defined as possible prior to the start of work.
 - iii. Good interpersonal relationships and communications between all project team members.
 - iv. Project procedures that are documented and understood.
 - v. Project Execution Plan that includes a method for ensuring that information is available when it is needed.
 - vi. Proper team selection that considers both technical work ability and interaction with others.
- b OM&S Contractor emphasis on communication shall include:
- i Participatory planning, especially in areas related to maintenance scope definition, and preparation/updating a full preventative maintenance program. The FJD anticipates full participation of OM&S Contractor representation to identify needs, and commitment to establish and meet equipment and system requirements.
 - ii Regular coordination meetings, especially in those areas when information flows across individual organizations.
 - iii 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 facility management, and to tackle known or potential problem areas.
 - iv Organization of basic procedures to coordinate and control the diverse parties and efforts involved.

35 Off-Site Storage Space Requirements

- a 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 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.

36 Instruction of staffing of the Facility

- a. 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 facility. Upon receipt of FJD authorization to proceed, the OM&S Contract shall:

- i. Take immediate steps to mobilize the force to achieve operational responsibility of the facility complete and entire by October 1, 2014.
- ii. Evaluate all existing conditions of the overall Project and identify a plan of action to provide uninterrupted operation and maintenance of the facility by October 1, 2014.

37 Contract Responsibilities

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

- i. Provide an OM&S 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 Building.
- ii. Provide on-site permanent staffing by your full-time employees in the form of an OM&S Team, responsible for overall OM&S project management, including subcontractors, administrative support, and selected trades persons.
- iii. Provide on-site permanent staffing by your full-time employees.
- iv. Refer to OM&S RFP for the absolute minimum acceptable number personnel, and position classifications, which make up the personnel necessary to properly maintain the building. Refer to OM&S RFP for the absolute minimum acceptable number of personnel, and position classifications to be filled by the OM&S Contractor through the Subcontracts.
- v. 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 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.
- vi. Provide extended OM&S services in "M&R", "PM" and "GM" under specified subcontracts and as directed in this RFP.
- vii. Provide maintenance material/replacement parts and all maintenance expendables (FJD funded), as required for "M&R", "PM" and "GM". Provide all transportation required to carry out the tasks of this RFP.
- viii. Administrate, manage and represent the FJD by providing management expertise including, but not limited to:
 - 1. Assessment and analysis;
 - 2. Evaluation recommendation of remedial steps required to fix any continuing disarrangements in the facility's systems and equipment.
 - 3. Upon direction from the Facility Manager, provide attic stock materials provided under the basic RFP to remediate defects and/or deficiencies in the facility design and/or construction. Refer to General Provisions, for directions relative to changed conditions.

3. Provide administration, management and enforcement of all subcontracts designated as "Routine Subcontractor Work". Engage all of the subcontractors required to complete the specified tasks.
4. 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
5. 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 Facility Manager, provide administration, management and enforce all such subcontracts. Engage subcontractors approved by the Facility Manager for the specified tasks under approved subcontracts.
6. Establish, maintain and submit for review a complete OM&S Management Program. Interface with the FJD's database. On a daily basis, utilize the FJD provided centralized management software system to manage the Facility. The database system has capabilities that include:
 - iv. Work order planning.
 - v. Automatic Preventative Maintenance to work order generation.
 - vi. On-line work requests.
 - vii. Manpower planning.
 - viii. Work order scheduling.
 - ix. Labor distribution.
 - x. Analysis and reporting.
 - xi. Maintain stores and inventory control; record purchases and reconcile materials to each work order.
7. The FJD has provided a complete and modern Security Control Patrol Station System (PTS), to be used by the FJD 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 hand held or personnel electronic code devices furnished as part of this system, and as furnished by the FJD.
 - iii. Attend instructions classes (during normal working hours) in the operation and use of the PTS System. Instruct all staff and all subcontractor personnel in the PTS System.
 - iv. As part of the database, design, and prepare preliminary forms for PTS System reports for review and approval by the Facility Manager.
 - 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. The OM&S contractor will work coordinate security matters with the Sheriff's office (Sheriff is located in the building).
- 8. 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 FJD.
- 9. At initiation of the OM&S contract term, take delivery, secure, log, record and take full responsibility for Attic Stock.
- 10. The Technical Provisions of this Specification have been prepared to list the following information:
 - i. Selected Technical Provisions contain a database, 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. As directed within this RFP, the 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 Facility Manager, 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.

38 Requirements to be delivered by the OM&S Contractor

The following requirements shall be delivered:

- a. Provision of a high quality level of management, and maintenance of the physical facilities of the Project; Organization, planning, coordination, and management of all OM&S tasks including staff, as well as all subcontracts;
- b. Providing value added services in the form of:
 - i. Optimizing energy consumption by using US Green Building Council Best Practices and consistent with the direction from FJD-selected energy services companies and energy management consultants
 - ii. Managing and optimizing the Attic Stock, for the then current year and each succeeding year;
 - iii. Providing creative operations management suggestions. 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 Facility Manager; 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; failure to establish the necessary 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.

- iv. Research as-built conditions, 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 Facility, and as described on the database of this Specification. Prepare a detailed Preventative Maintenance Program of all physical facility, submit a preliminary, prefinal and final program for review and approval by the Facility Manager, and upon final acceptance, document the plan in bound form with originals in a readable electronic format, retain a hard copy in the OM&S office.
- v. 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 database.
 1. Establishing and maintaining an open, collaborative relationship.
 2. Establishing a cooperative relationship with any energy service company or other energy consultant that the FJD utilizes to realize energy conservation and energy efficiency measures in facility to ensure expected energy savings.
 3. Quantification of the Facility - Drawings and specifications will be sent electronically to bidders upon request. Construction documentation will also be available in hard copy form for purchase from ARC.

ARC reproduction contact information is as follows:

1216 Arch Street
Philadelphia, Pennsylvania 19107
Phone: (215) 563-7600
Fax: (215) 563-9770
Don Castignani
Chris Davis

39 Initiation of Work

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

40 Notice to Proceed and Prosecution of the Work

- a After this contract has been executed, the FJD 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 Facility Manager and shall notify the Facility Manager at least 48 hours before starting work.

- c Submit written mobilization schedule for: the Building's OM&S project, to the Facility Manager 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 FJD direct a work stoppage, or work be interrupted for any reason, notify the Facility Manager of justification and also notify the Facility Manager at least 24 hours in advance of resuming operation. Confirm such notification in writing.

41 Conformity with Contract Requirements

- a All work performed and all materials furnished shall be in conformity with the contract requirements. In the event the Facility Manager 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 FJD, or otherwise corrected by and at the expense of the OM&S Contractor.
- b In the event the Facility Manager 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 Facility Manager shall then make a determination if the work shall be accepted. In this event, the Facility Manager 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 Facility Manager as to the quality thereof; and it is distinctly understood:
 - i. That the Facility Manager 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,
 - 1. That the decision of the Facility Manager on all such questions of equality shall be final, and
 - 2. That, in the event of any adverse decision by the Facility Manager, no claim of any sort shall be made or allowed against the Facility Manager, or the FJD 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 FJD 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.

42 Inspection of Work

- a. All materials and each part or detail of the work shall be subject at all times to inspection by the Facility Manager, or other appropriate person from the FJD (including an "Engineer" designated by the FJD), 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 Facility Manager, or other appropriate person from the FJD, 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 Facility Manager 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.

43 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 Facility Manager.
- c. Upon failure on the part of the OM&S Contractor to comply promptly with any order of the Facility Manager made under the provisions to this section, the Facility Manager 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.

44 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 Facility Manager. The Facility Manager

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.

45 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 Facility Manager and his/her inspectors in every way possible.
- b. The OM&S Contractor shall assign to this contract as his/her agent, a competent Project Manager and Assistant Project Manager as well as Building Managers and 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 Facility Manager or his/her authorized representatives. The OM&S Project Manager shall have full authority to execute the orders or directions of the Facility Manager 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 staff shall be full time employees of the OM&S Contractor, and assigned solely to the OM&S project.

46 FJD Furnished Material

- a. The OM&S Contractor shall furnish all materials required to complete the work, except those specified to be furnished by the FJD. Materials furnished by the FJD shall be delivered or made available to the OM&S Contractor at the particular facility, or at the FJD's off-site attic stock storage facility. 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 FJD and incorporated in the contract work by the OM&S Contractor, assume full responsibility for material and inspection, acceptance, storage and security.

47 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 Facility Manager, certificate(s) of insurance indicating that you carry insurance against the risks and in the amounts specified in this document.
- 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.

48 Responsibility for Damage Claims

- a Indemnify, protect and save harmless, and require that each subcontractor shall indemnify, protect and save harmless, the FJD 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.

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.

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

49 Assignment

- a 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 FJD.

50 General Guaranty

- a 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 FJD 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 FJD shall give notice of observed defects with reasonable promptness.

51 Final Acceptance and Payment

- a. Upon the completion of any of the work under this contract, the Facility Manager 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 Facility Manager is satisfied that the work is properly completed he/she shall certify to the FJD, in writing, the final acceptance of the entire project. The FJD, 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 the OM&S Contractor under the terms of this contract.

52 Personal Liability of Public Officials

- a. 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 FJD, Facility Manager, other authorized representatives, and design professionals retained by the FJD, either personally or as officials of the FJD, it being understood that in all such matters they act solely as agents and representatives of the FJD.

53 Approval Authority

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

54 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 FJD.
- b. 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 FJD 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 FJD's option, become the FJD's property. The FJD 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 FJD can affirmatively collect damages.
- c. Termination for Convenience of the FJD
 - 1 Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of the FJD.
 - 2 The performance of work under this contract may be terminated by the FJD in accordance with this clause in whole, or from time to time in part, whenever the

FJD shall determine that such termination is in the best interest of the FJD. The FJD 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.

55 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 FJD in either its sovereign or contractual capacity, acts of another contractor in the performance of a contract with the FJD, 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.

56 Changes

- a. The Facility Manager 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:
 - i. In the specifications;
 - ii. In the method or manner of performance of the work , including work on HVAC and related equipment operations and maintenance;
 - iii. In the FJD furnished facilities, equipment, materials, services, or site; or
 - iv. Directing acceleration in the performance of the work.
 - v. Any other written order or an oral order including a direction, instruction, interpretation, or determination from the Facility Manager that causes any such change, shall be treated as a change order under this clause, provided that the OM&S Contractor gives the Facility Manager written notice stating the date, circumstances, and source of the order and that the OM&S Contractor regards the order as a change order.
- b. Except as herein provided, no order, statement, or conduct of the Facility Manager shall be treated as a change order under this clause or entitle the OM&S Contractor to an equitable adjustment hereunder.
- c. 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 under item #137 above 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 FJD 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.

- d. 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 submit to the Facility Manager a written statement setting forth the general nature and monetary extent of such claim, unless this period is extended by the FJD.
- e. Each contract modification or change order that affects the contract price shall be subject to the prior written approval of the Facility Manager 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.
- f. No claim by the OM&S Contractor for an equitable adjustment hereunder shall be allowed if asserted after final payment under this contract.
- g. Changes under this section shall not be construed in any manner to void the Contract.

57. 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 Facility Manager, 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 Facility Manager), 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 FJD.

58 Suspension of Work

- a. The Facility Manager 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 FJD.
- 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 Facility Manager 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;
 1. 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
 2. 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;
 1. For any costs incurred more than 20 days before the OM&S contractor shall have notified the Facility Manager, 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
- d. 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.

59. Sanctions Upon Improper Acts

- a. 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 FJD, be terminated.
- b. FJD regulations which relate to contracts with persons convicted of bribery, attempted bribery or conspiracy to bribe are incorporated in this contract by reference.
- c. FJD regulations relating to collusion for purposes of defrauding the FJD are incorporated into this contract by reference.
- d. FJD regulations dealing with, "Disqualification, Suspension, Debarment, Reinstatement, and Sanctions," is incorporated into this contract by reference.

60. Non-Hiring of Employees

- a. No employee of the FJD 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 FJD or any unit thereof.

61. Conflict of Interest Law

- a. It is unlawful for any FJD 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 FJD statutes & codes.

62 Tax Exemption

- a. The FJD is generally not subject to federal, state, or local sales or use tax or federal excise tax. OM&S Contractor hereby assigns to FJD 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 FJD, shall not file a claim for any sales or use tax refund subject to this assignment. The OM&S Contractor authorizes the FJD 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 FJD for, or otherwise pass-through to the FJD for payment any Federal Excise Tax paid in connection with the work under this contract; in consideration of the Contractor's foregoing covenant, the FJD 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.
- b. The OM&S Contractor agrees to include the above referenced paragraph in any subcontracts with subcontractor.

63 Specifications

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

64 Delivery

- a. Delivery shall be made in accordance with the bid specifications. The FJD 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 FJD 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.

65 Patent, Trade Mark, and Copyright Infringements

- a. OM&S Contractor agrees to indemnify, protect, and save harmless the FJD, 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.

66 Occupational Safety and Health Act (OSHA)

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

67 Multi-Year Contracts Contingent Upon Appropriations

- a. 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 FJD 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.

68 "Buy American Steel" Act

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

69 City of Philadelphia Law Prevails

- a. The parties hereby agree that:
 - 1. This contract was made and entered into in Philadelphia, and under the laws of the Commonwealth of Pennsylvania.
 - 2. The laws of the Commonwealth of Pennsylvania 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.

70 Payment of FJD Obligations

- a. Payments to the OM&S Contractor pursuant to this contract shall be made after the FJD'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.
- b. Payment for and judgment of work performance quality is at the discretion of the Facility Manager. The FJD 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.
- c. For the purposes of this contract, an amount shall not be deemed due and payable if:

- i. The amount invoiced is inconsistent with this contract.
 - ii. The proper invoice has not been timely received by the party or office specified in this contract.
 - iii. 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.
 - iv. The item or services have not been accepted.
 - v. The quantity of items delivered is less than the quantity ordered.
 - vi. The items or services do not meet the quality requirements of this contract.
 - vii. 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.
 - viii. 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.
 - ix. The OM&S Contractor has not submitted satisfactory documentation or other evidence reasonably required by the Facility Manager or by this contract concerning performance under this contract and compliance with its provisions.
 - x. Chronic problems of the same type continue to occur;
 - xi. Preventative maintenance and/or maintenance, and/or repair work was not done properly the first time and on a timely basis;
 - xii. Employee(s) or employee(s) of subcontractors is/are not using required or acceptable equipment, materials, or procedures;
 - xiii. Employee(s) or employee(s) of subcontractors is/are not in proper uniform;
 - xiv. Employee(s) or employee(s) of subcontractors, performs the work at an unacceptable quality level.
 - xv. Any of the work under subcontracts was not done properly, the first time, and on a timely basis.
 - xvi. Operation work and/or Support Services work was not done properly, and/or is not done properly on a continuing basis.
- d. The FJD 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.

- e. 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 Facility Manager. The Facility Manager may withhold all or any part of the positions hours responsible for the specific task.
- f. The Facility Manager 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.

71 Retention of Records

- a. 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 FJD hereunder or any applicable statute of limitations, whichever is longer, and shall make them available for inspection and audit by authorized representative of the FJD, including the Facility Manager or his/her designed, at all reasonable times.

72 Scope of Payment

- a. 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.
- b. 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 Facility Manager for contracts of \$25,000 or less.
- c. In addition to any other remedies provided by law or this contract, any OM&S Contractor or subcontractor or any tier who fails to make payments as required by the certifications set forth in the above paragraphs within 75 days from the date such payment is due shall be obligated to include with such payment interest at the rate of ten (10) percent per annum from the date the payment was due to the date the payment was actually made to the subcontractor or lower tier subcontractor.

73 Site work

- a. Individual tasks include but are not limited to: Cleanup and debris disposal; Installation of replacement plants and planters; Reset grates; Replace bench and bench components; Resetting or replacing of modular granite paving units; Replacement of trash receptacles; Installation of replacement light stand components; Remove graffiti and markings on all site elements and building; Flag pole maintenance and replacing of flags; Clean light fixture glass covers and lamp replacement at Plaza Level and

Sidewalks; Planting bed and shrub maintenance; Tree maintenance; Seal coating bituminous paving areas; Sweeping bituminous paving areas; Sweeping concrete covered areas; Sweeping handicapped ramps; Snow and ice removal;

1. Provide all labor, materials, equipment, supplies and services for landscaping at the facility.
2. Mow areas containing a majority of fine textured turf species at regular intervals at a height of no less than two (2) inches and no more than three (3) inches after being cut.
3. Mow, trim and edge all lawn areas as needed, including whacking, based on twenty-four (24) cuts per season, approximately weekly. Remove all excess clippings.
4. Cut turf along all parking areas, driveways and sidewalks with a mechanical edger producing a well-defined edge two (2) times per season. Remove all debris (clippings, dirt, sod, stones, etc.) from paved areas.
5. Fertilize all lawn areas three (3) times per year (late spring, fall and late fall) to obtain four pounds of actual nitrogen per thousand square feet per year.
6. Apply broad leaf weed control such as Turflon D, or similar product, to all lawn areas twice a year, in the spring and fall.
7. Apply pre-emergent crabgrass control such as Dacthal or similar material. Material to be applied in early spring, based on soil temperatures.
8. Seasonal Clean-Ups: Tree, Shrub and Groundcover Bed Areas. Bed areas are those areas specifically prepared for tree, shrub, flower and/or non-turf groundcover growth. Bed areas are either covered by mulch or are cultivated top-soil areas.
9. Each Spring, Contractor shall edge all beds, remove all weeds, clean existing plants of debris and dead branches;
10. Each Spring, mulch all beds with double shredded pine bark mulch in amounts sufficient to provide at least one (1) inch of new mulch;
11. Each Spring, generally clean up entire grounds and remove all dead plant material, large limbs, paper and trash;
12. Each Fall, clear all lawns, beds, streets, curbs, walkways and parking areas of leaves, broken branches, litter and any other assorted debris. This work is to be done twice, at the direction of the Facility Manager;
13. Each Fall, mulch all beds as needed to protect plantings for winter.
14. Bed Weed Control. Apply pre-emergent weed control, per label instructions, as needed, but no less than one (1) time per year.

15. Trimming, Pruning, and General Tree, Shrub and Groundcover Care. Trim and prune all ornamental trees, shrubs and ground covers.
16. Trimming consists of removal of excessive seasonal growth to all hedge rows, sheared material and annuals. Perform trimming at a minimum of two (2) times per year;
17. Pruning consists of : removal of winter kill and dead and crossing branches; rejuvenative pruning to encourage new branching from the base of deciduous shrubs; removal of excess suckering shoot growth from base of trees' removal of weakened insect infested and diseased or damaged wood;
18. Resoil, wrap and straighten trees and shrubs as required.
19. Fertilize trees and shrubs in the Spring and Fall. Spray all trees and shrubs, as required, to control fungus and insect infestation and disease or damage at least three (3) times per year. Apply one application of dormant oil spray to all evergreen trees in the Spring.
20. Water exterior plants, as required.
21. Interior Plant Care. Water plants in public areas as required. Trim and remove dead flowers and leaves from plants.
22. Review, report on and make recommendations to the Facility Manager relative to the need to replace greenery.
23. Visually inspect equipment for evidence of breakage, damaged surfaces, non-working luminaries and lamps.
24. Coordinate with facility security to determine lighting failures.
25. 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.
26. Burned-out lamps shall be replaced within 24 hours of notice of lighting failure. Use attic stock for burn-outs and refill attic stock.
27. 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.
28. Clean and inspect all exterior lighting fixtures on a regular basis.
29. Visually inspect all fence and gates. Damaged sections of fence or damaged gates shall be repaired or replaced, as necessary. Fence and gates shall be cleaned and painted as necessary.
30. Visually inspect tree grate and frames for evidence of breakage and/or settling. Damaged tree grate and frames shall be replaced. Reset grates when disturbed. Replace grates damaged by de-icing chemicals.

31. Visually inspect trash receptacles. Damaged trash receptacles shall be replaced.
32. Visually inspect drain caps. Damaged drain caps shall be replaced.
33. Visually inspect benches for rough edges, or broken components. Replace benches or bench components as necessary.
34. Visually inspect water meters, mains, fittings, valves, hydrants and backflow preventers. Review As-Built Plans. Damaged or inoperable components shall be repaired or replaced.

b. Concrete - Scope of Basic Services

1. 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 Facility Manager. Maintenance and minor repairs include epoxy patch spalled or chipped concrete; fill in minor cracks in exposed slabs.
2. Major repair and replacement: saw cut, demolish and remove affected area. Work to be done must be documented by registered design professional under subcontract.
3. Graffiti Removal - Remove graffiti daily from all interior and exterior surfaces by using a graffiti removal solvent approved by the Facility Manager. 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 Facility Manager by the OM&S Contractor's Support Services Manager through the OM&S Project Manager.
4. Graffiti Removal Procedure:
 - a. Remove graffiti daily from all interior and exterior surfaces;
 - b. Apply and remove graffiti remover as recommended by the manufacturer;
 - c. Before applying graffiti removal/cleaning solvent to any surface, submit documentation to the Facility Manager verifying that the solvent will not damage the surface.

c. Masonry - Scope of Basic Services

1. 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 Facility Manager.
2. Major repair and replacement work to be done must be documented by registered design professional under subcontract.

d. Metals - Scope of Basic Services

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

e. Woods and Plastics - Scope of Basic Services

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

f. Thermal Moisture Control - Scope of Basic Services

1. All thermal moisture control shall be inspected for deterioration or damage, or other defects. Report findings to the Facility Manager.
 - a. Inspect damage of membrane waterproofing on plazas and terraces in case the insulation assembly, granite pavers, or slab fail or get broken.
 - b. Inspect the roofing areas for weather tightness and overall conditions in the spring and the fall.
 - c. Inspect all exterior walls supporting the roof structure for cracks, deterioration, moisture stains, failing caulk, and other deficiencies.
 - d. Inspect the entire roofing systems for the following:
 1. Exposed seams are sealed;
 2. Blisters, buckles, voids or delaminated areas;
 3. Worn spots or holes;
 4. Gravel surfacing is at a rate of 400 pounds per 100 square feet, verify a uniform appearance;
 5. The roof has adequate drainage (no excessive ponding). If there are areas of inadequate drainage, note them on roof plan;
 6. Remove all foreign objects imbedded in or sprouting from the roof membrane, along with other items that could damage the roof;
 7. Inspect pitch pans for proper filling and collars placement around roof penetrations;
 8. Drains and scuppers for proper hardware and membrane seal, etc.;
 9. Expansion joints for open joints, punctures/splints, rusting, securement, and proper flashing;

10. Flashing condition for proper height, installation and defects;
 11. Roof edge check for rusting deterioration and loose fasteners;
 12. 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.
 13. Keep the roof surface clean of leaves, paper or accumulated dirt at drain areas to avoid clogged drains;
 14. 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;
 15. 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;
 16. Remove all spills of material which may degrade the membrane (such as solvent based materials, oil based paint, grease, etc.);
 17. 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;
 18. Replace deteriorated or broken pavers with an equally weighted or heavier paver. If interlocking pavers were used, the paver manufacturer must be consulted concerning a recommended repair;
 19. Inspect base flashings for unsealed vertical seams. Verify adhesion to substrate and that it is continuous with no bridging or loose components;
- e. Inspect base flashing for unsealed vertical seams. Verify adhesion to roofing materials and that it is continuous with no bridging or loose components.
- f. Inspect mineral surface walkway pads for unsealed areas to the roofing surface. Maintain walkway pads free of debris.
- g. 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.
- h. Inspect the roofing hatches, equipment curbs, and roof scuttles during the roofing inspection. Ensure proper and free operation. Lubricate as recommended by the manufacturer.
- i. Inspect all joint sealants including but not limited to sealants at granite panels, junction of window and stone, junction of louvers and stone, granite steps and balustrade, planters, horizontal joints in coping of roof and plaza walls, sidewalk and plaza walls, stair and plaza walls, granite pavers at pedestrian ramp, metal counter flashing for main roof and cooling tower roof.

1. Check sealant joints for missing, loose, or displaced sealant and rod.
 2. Check sealant joints for proper adhesion to both surfaces being joined.
 3. Check to see that sealant joints are stable and/or semi-solid to touch.
 4. Repair or replacement of joint sealants shall be performed under the provisions of the warranty.
 5. Defective joints shall be completely cleaned out and new backer rod and sealant compatible with the installed system.
- j. If beyond warranty, repairs to roofing membrane, gutter assembly, flashing, joint sealants.

g. 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 Facility Manager.
 - 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.
- j. Damaged or missing sections of the curtain wall section shall be repaired or replaced as necessary by subcontractor.
- k. 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.

h. Finishes - Scope of Basic Services

- 1. All finishes shall be inspected for deterioration, cracks, buckles, efflorescence, damage, or other defects. Report findings to the Facility Manager.
- 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 insure 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 based on Facility Manager'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 ceiling 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, 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 a 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.

i. Specialties - Scope of Basic Services

1. On a bi-annual basis, inspect markerboards, tackboards, 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 bi-annual basis, inspect toilet partitions. Check to insure partitions are securely mounted and all hardware is in proper working order.
 3. 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.
 4. Check joints for any water penetration and air infiltration. Check to ensure louvers, screens and blank-off panels are securely mounted.
 5. 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.
 6. 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.
 7. Inspect flagpoles monthly to insure it is firmly anchored in concrete. Inspect metal finish, paint, and the condition of the halyards and fittings.
 8. 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.
 9. 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.
 10. Review, inspect and report on telephone box and conduit/raceway system.
 11. Inspect to ensure wall mounted telephone units are firmly mounted. Replace units that cannot be restored to factory-finished appearance or damaged.
 12. 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.
 13. 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 fire fighting capability by removing extinguishers and not replacing them. An extinguisher must be replaced by an extinguisher of equal rating.
 14. Telephones – inspect wall mounted phones to ensure they are firmly mounted; replace units that cannot be restored to factory finish appearance.

15. Toilet accessories include toilet paper dispensers, paper towel dispensers, soap dispensers, sanitary napkin dispenser/disposal, waste receptacles, mirrors, grab bars, mop/broom shelf, clothes hooks, hand dryers, mirrored door cabinets, security framed mirrors. During normal cleaning rounds inspect accessories are secured and functioning properly.

j. 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:

Quarterly

- a. Detention hardware to be inspected for proper functioning, adjustments and lubrication. Necessary adjustments shall be made and a written account provided to the Owner.
- b. Replace damaged security lock cylinders with cylinders from the stock. Send damaged cylinders to Folger Adams for repairs.
- c. Return repaired cylinder to stock.
- d. Inspect toilet paper holders, clothing hooks, steel mirrors and shelf, grab bars and accessories.
- e. Lubricate non-electric prison hinges according to manufacturer's recommendations.
- f. Inspect sliding door track and hanger sets for smooth operation. Lubricate according to manufacturer's recommendations.
- g. Inspect security windows for evidence of broken, chipped, cracked, abraded or otherwise damaged or non-secured glass.
- h. Inspect toilet paper holders, clothing hooks, steel mirrors and shelf, grab bars and accessories. Inspect to insure that they are functioning properly and securely.
- i. Inspect the barrier grilles to insure that they are securely fastened to structure.
- j. Inspect doors and hardware on pistol lockers to insure that they are in proper working order.

- k. Inspect security metal ceiling to insure that it is free of damage and that it is securely fastened to structure.

Monthly

- a. Inspect the condition of the unit kitchens.
- b. Equipment shall be operated, maintained and lubricated in accordance with manufacturer's instructions.
 - 1. Inspect for the proper operation of all casework doors, drawers and other moving parts.
 - 2. Lubricate and adjust hardware to ensure it is in proper working order.
 - 3. Check to ensure that all casework is securely fastened to structure.
 - 4. Repair delaminated plastic accordance with manufacturer's recommendations.
- c. Inspect the condition of the medical equipment to ensure proper operation in accordance with manufacturer's recommendations.

k. 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 ate 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.

l. Special Construction - Scope of Basic Services

- 1. On a monthly basis, inspect the guard booth 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.

m. Conveying Systems - Scope of Basic Services

Provide through subcontractor two full time (5) days per week (including FJD 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 Facility 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 First Judicial District of PA's equity and to provide trouble-free service. Keep the equipment in substantially new condition, and maintain its performance as new.

1. In occupied buildings, insure that normal building 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 Facility Manager ahead of time and make suitable arrangements.
2. Obtain permission in writing from the Facility Manager, at least twenty-four (24) hours in advance for all work which will require a total shutdown of all covered equipment in a particular building.
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 Facility Manager, a full written account of any accident that may occur within the Facility 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 First Judicial District of PA. Maintain the journal current, on the premises, and available for inspection by the Facility Manager 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 Facility Manager.
10. Supervise conveying systems subcontractor personnel, so that at all times they present a neat appearance and their movement in the 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 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 Facility Manager and file. Should an elevator or escalator 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/escalator is out of service. The OM&S Contractor ultimately insures that all elevators and escalators and vertical transportation at the Facility 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 Facility Manager must be advised immediately. In all such cases, communicate the status of repairs to the Facility Manager, 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:
 - i. 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.

- ii. Adjust the speed control and dispatching for group supervisory or multi car installations to operate within original design standards.
 - iii. Adjust the acceleration, deceleration and final stopping so that no obvious or objectionable bumps are felt at any point.
 - iv. Adjust the door operator to operate smoothly and quietly with a minimum bouncing between the hall door rollers and car door clutch drive.
 - v. Clean elevator access door tracks and remove all debris, weekly.
 - vi. Adjust the automatic leveling devices to stop the care 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:
- i. Measure this time under the following conditions:
 - ii. A typical floor shall not exceed 13 feet.
 - iii. Floor level is considered to be within 0.5 inch of level.
 - iv. 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.
 - v. The time is measured with full load in the car and in both directions of travel.
 - vi. The power door operation for the hall and car doors conforms to the elevator code requirements.
 - vii. Adjust the equipment so that for other conditions of loading, the time does not vary more than five percent.
 - viii. 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.
 - ix. Provide these operating times for the capacity and door operation indicated.
 - x. Capacity divisions are:
 - 1. (GR) - greater than 2500 pounds
 - 2. (LS) - less than 2500 pounds
 - xi. Door operation divisions are:
 - 1. (WAO) - with advance opening
 - 2. (NAO) - no advance opening

- xii. Speed range - less than 175 fpm
 - 1. (GR) (NAO) 12.9 sec. elapsed time
 - 2. (GR) (WAO) 10.4
 - 3. (LS) (WAO) 14.8
 - 4. (LS) (WAO) 12.3

- xiii. Speed range - 175 to 275 fpm
 - 1. (GR) (NAO) 12.3
 - 2. (GR) (WAO) 9.9
 - 3. (LS) (NAO) 14.1
 - 4. (LS) (WAO) 11.7

- xiv. Speed range - 275 to 325 fpm
 - 1. (GR) (NAO) 11.7
 - 2. (GR) (WAO) 9.4
 - 3. (LS) (NAO) 13.6
 - 4. (LS) (WAO) 11.3

- xv. Speed range - 325 to 475 fpm
 - 1. (GR) (NAO) 11.3
 - 2. (GR) (WAO) 9.0
 - 3. (LS) (NAO) 13.1
 - 4. (LS) (WAO) 10.8

- xvi. Speed range greater than 475 fpm
 - 1. (GR) (NAO) 9.7
 - 2. (GR) (WAO) 7.7
 - 3. (LS) (NAO) 11.6
 - 4. (LS) (WAO) 9.6

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

- 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.
 - i. 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.

 - ii. Perform the duties in accordance with the following schedule:
 - Monthly
 - 1. Ride elevator and carefully check for:
 - a. Changes in leveling operation

- b. Unusual noises
- c. Changes in door operation
- d. Proper operation of door protective devices, emergency stop switch, alarm bell, buzzer or other distress signals, door open button.
- e. Check controller relays, selector or stepping relay contract and moving parts.
- f. Check operation of machine.
- g. Check all position indicators, signal lamps and lights.
- h. Clean machine and machine room floor.
- i. Check car door rollers and eccentrics.
- j. Lubricate and clean car door tracks.
- k. Check car door clutch assembly and clean.
- l. Check door protection device and fastenings for operation and tightness.

Quarterly

- 1. Check brushes in rotating electrical equipment for freeness and tension. Replace those brushes having 40% or less of their original length remaining.
- 2. Thoroughly clean rotating electrical equipment with vacuum and blower and lubricate bearings.
- 3. Check rotating electrical equipment connections.
- 4. Check communication for oil or foreign matter and clean thoroughly if dirty.
- 5. Clean the controller with blower and vacuum and inspect each relay for wear.
- 6. Check all protective circuits and devices on controller.
- 7. Check resistors for indications of overheating and if overheating is found, locate and correct the problem.
- 8. Check operation and hoistway doors and adjust where necessary.
- 9. Check door interlocks, door guides, door hanger wheels and door closer cables.
- 10. Vacuum hoistways from top to bottom.
- 11. Inspect and check for proper operation of the limit stopping devices.
- 12. Clean roller guides.
- 13. Check selector tape fastenings and switches.
- 14. Check and lubricate the compensating sheave.
- 15. Check and lubricate the governor tension sheave.
- 16. Check and lubricate the governor.
- 17. Check the buffers and the buffer oil.
- 18. Clean top of cars. Remove all dirt, dust and oil.
- 19. Clean and lubricate care fans.

Annually

- 1. Check mg star-delta changeover device.
- 2. Check operation of overloads. Adjust if necessary.
- 3. Check car operating station.
- 4. Check door operator, clean and lubricate pivot points.
- 5. Clean guide rails.

6. Check all hall buttons and their connections.
7. Check rope hitches.
8. Inspect ropes for wear in accordance with standards for elevator wire rope inspection, and check tension.
9. 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 Facility Manager.
10. Perform a safety test. Forward to the Facility Manager, a declaration certifying the successful completion of the test.
11. Check all sheaves and shafts for soundness and wear.
12. Check the emergency terminal slowdown device.
13. Check traveling cables for wear.
14. Using an event recorder (PPA-5900 or equivalent), record data for a complete day of normal operation and submit the recorded data to the Facility Manager, for evaluation and checking.

Every two years

1. Re-adjust the equipment for proper slowdown, acceleration and stopping operations.
 2. Check hangers and junction box connections.
 3. Check guide rail fastenings.
 4. Review the control system operation with the Facility Manager and, subject to the results of this review, readjust the equipment as required.
- iii. 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 Facility Manager.
- iv. 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.
1. One car door sheave.
 2. Door closers: one complete door closer assembly.
 3. Door gibs: two sets of door gibs for car and hall doors.
 4. One safety-edge microswitch (if used).
 5. Three fuses of each size used in the controllers and in the mainline disconnects.
 6. One complete hall station assembly of each type.
 7. One hall door sheave.
 8. Door locks: one complete door interlock.
 9. Position indicators: 12 signal lamps.
 10. Relays: one complete relay of each type with space contacts and coils.
 11. Controller resistors: one complete set of controller resistors.

12. One of each of springs, stationary contacts and moving contacts for stepping switches or selectors.
 13. An adequate supply of cleaning solvent, wipers, general purpose oil, buffer oil and door operator oil.
 14. One emergency stop switch.
- v. Arrange that the following spare parts (where applicable) are readily available from the subcontractor's local office.
 1. One roll of selector tape of sufficient length to replace the longest tape used on the equipment.
 2. One complete safety edge assembly.
 3. One complete roller guide assembly of each size used.
 4. 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.
 5. One replacement electronic door safety proximity detector.
 - vi. Keep the following tools on-site and in good working order:
 1. One dozen contact cleaners.
 2. Two sets of contact adjusting tools.
 3. Signs required for routine maintenance and repairs.
 4. Inspect all tools regularly and maintain in working order.
 - vii. Arrange that the following tools are readily available, in good working order, from the subcontractor's local office.
 1. Babbitting equipment including heater, ladle.
 2. Twelve cable pullers.
 3. Two chain blocks or lift pulls.
 4. One dial gauge (with magnetic base).
 5. Two sets of feeler gauges.
 6. One F.E.T. volt -ohm-millimeter.
 7. Four wire rope slings.
 8. One stop watch.
 9. One tachometer.
 - i. Six-thousand pounds of test weights and a dolly for passenger elevators. Ten-thousand pounds of test weights and a dolly for freight elevators.
 - ii. During the first three months of the contract, adjust the escalator equipment so that the minimum standards of performance set out below are met, and maintain these standards throughout the term of the contract.
 - viii. Check all safety circuits for proper functioning. Align all steps to prevent step treads from hitting the comb plate hinges and the skirt panels.
 - ix. Maintain the clearances in accordance with the requirements of the inspecting authorities. Check and adjust the step chain tension to prevent sagging or buckling of the chain.
 - x. Prevent the steps from coming in contact with each other.

- xi. Maintain a constant distance between step axles of exposed step.
- xii. Maintain the handrails at a proper, constant tension, automatically as so to prevent excessive wear.
- xiii. Operate the handrails in synchronism with the moving steps.
- xiv. Arrange the equipment so that there is no slippage of the handrail.
- xv. Adjust the equipment to be capable of lifting its rated speed.
- xvi. Perform routine maintenance examinations at least twice a month, unless noted otherwise.
- xvii. Perform the following duties at least twice a month:
 - 1. Ride the escalator and observe the operation of the steps and handrails for smoothness and noise.
 - 2. Examine comb plates for broken fingers and replace where necessary.
 - 3. Check the clearance between the step treads and comb plate fingers and between the step trends and skirt panels. Should clearances exceed the maximum allowed by the inspection authorities, immediate action must be taken to correct the problem. Keep stair treads free of debris.
 - 4. Check all controller relays for proper contact and excessive heating.
 - 5. Clean the machine. Check the machine bearings for excessive heating and observe the brake action. Check the oil level and examine for oil leaks.
 - 6. Ride each step and check for bumps or broken treads. Replace as required.
 - 7. Press each stop button and check for proper stopping distance. Adjust brake if required.
 - 8. Check step chain for proper tension and lubricate.
 - 9. Clean sprockets.
 - 10. Clean truss pans.
 - 11. Check for broken step treads. Replace as necessary.
 - 12. Check for loose trim, screws and other items which can snag clothing and become a hazard. Correct the problem immediately.

13. Clean escalator machine spaces, top and bottom, including drip pans.
14. Observe gears and chains for signs of excessive wear and misalignment. Lubricate rollers, chains and gears according to manufacturer's specifications.
- xviii. Perform the following duties at least once every three months:
 1. Check and adjust turn around rollers.
 2. Check belts and chains for tension. Adjust as necessary.
 3. Adjust handrail tension device.
 4. Check and adjust brake and clutch assemblies.
 5. Check for overheating and sign of excessive wear all solid state boards, relays, buttons and key switches.
 6. Replace worn parts and adjust assemblies as required.
- xix. Perform the following duties at least once every six months:
 1. Trip governor by hand. Check all parts of the mechanism for freeness. Clean and lubricate as required.
 2. Remove the machine inspection cover and examine the gear teeth for wear.
- xx. Perform the following duties at least once every twelve months:
 1. Thoroughly clean and inspect all step rollers and step chains for wear and replace as required.
 2. Thoroughly clean the motor. If the accumulation of dust is excessive, remove the dirt by a vacuum cleaner rather than blowing out the motor.
 3. Clean and examine all controller equipment for worn parts and replace if required. Check the power wiring connections for tightness with particular attention to the overload relay wire connections.
 4. Check the overloads for correct setting.
- xxi. Keep the following spare parts dedicated to each escalator and available within eight (8) hours, from the local office of the contractor for each escalator.
 1. Four step trail rollers.
 2. Four step chain rollers.
 3. Two control fuses of each size.
 4. Four complete sets of comb plate fingers.
 5. One set of replacement parts for relays.
 6. All necessary lubricants and cleaning agents.

- xxii. Arrange that the following tools are readily available, in good working order, from Subcontractor's office:
1. One volt-ohm-millimeter (20,000 ohms per volt).
 2. One dozen contact cleaners.
 3. One blower.
 4. One vacuum cleaner.
- xxiii. The material and labor provided by the subcontractor, to repair failed Facility conveying systems, may be approved by the Facility Manager 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.
1. These conditions include, but are not limited to:
 1. When the failed condition results from malicious acts of others; or;
 2. When the failed conditions result from a natural act of God conditions (for example earthquake, lightning, floods);
 3. Other conditions which may be determined by the Facility Manager.
 4. Separate instances (occurrences) of failed conditions resulting from wear out of properly maintained equipment; and;
 5. 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;
 6. The fair material retail price, exclusive of labor for each such individual instance must exceed \$2,500.00;
 7. The material and labor to complete the repair may be required on an emergency basis, (as determined by the OM&S Contractor and the Facility Manager), 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 Facility Manager;
 8. 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 Facility Manager. The Facility Manager 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;

9. Other conditions which may be determined by the Facility Manager;

xxiv. The following lists the conveying systems at the Facility:

1. ??? High rise passenger elevators; low rise passenger elevators; high rise passenger/freight elevator; dumbwaiter; escalators.

n. 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.
8. See 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.
14. Maintain sprinkler and standpipe system in good operating condition. Maintain records of any maintenance procedure in accordance with all NFPA requirements, in a manner consistent with the procedures required by the equipment manufacturer, and all applicable codes, regulations, and standards enforced by the City of Philadelphia. Comply with all inspection and certification requirements and coordinate required activities with First Judicial District of PA to comply with overall annual safety inspection requirements. Administer payment of all fees.
15. 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 electric 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 motor to accelerate to full speed.
 - b. Check the fire pump's hydraulic system.
 - i. Check and record system suction and discharge pressure gauge readings.
 - ii. Check pump packing glands for slight discharge.
 - iii. Check for unusual noise or vibration.
 - iv. Check packing boxes, bearings, or pump casing for overheating.
 - v. Record pump starting pressure.
 - c. Perform the following inspection monthly:
 - i. Check pump on-off, automatic control and emergency power electrical system as required by NFPA 25

- d. Perform the following inspection annually:
 - i. Test electric 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 motor.
 - 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.

- 16. Fire Pump Accessory Inspections:
 - a. Check control valve operation sealed and locked, weekly.
 - b. Check control valve tamper switch, monthly.
 - c. Check the exterior of the alarm valve, monthly.
 - d. Check the strainers, filters, orifices, and interior of the alarm valve, every three years.
 - e. Check the interior of the check valve, every three years.
 - f. Check relief valve and relief valve casing, weekly.
 - g. Check sprinkler system, hose connection, and hose rack, monthly.
 - h. Test sprinkler system, circulation relief assembly pressure regulating valve, annually.
 - i. Test hose connection by flowing water, and hose rack, every five years.
 - j. Check reduced pressure valve and detector, weekly.
 - k. Test backflow assemblies, yearly.
 - l. Inspect fire department connection, monthly.
 - m. Check and test main drain, quarterly
 - n. Check and test water flow alarm, quarterly.

- 17. 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.
18. 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.
19. 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 First Judicial District of PA. Perform the following inspections:

Quarterly

- a. Operate plumbing fixtures and check connecting pipes for leakage.
 - b. Check pipes for damage and corrosion.
 - c. Check pipe expansion joints and anchors.
 - d. Check pipe supports and inserts.
 - e. Check pipe insulation.
20. Perform the following inspections on the general plumbing system components:
- a. 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.
 - b. Check backflow preventer for proper function and effectiveness and check sump pump operation and controls including high water alarm system; perform yearly.
21. 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 First Judicial District of PA.
- 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.
22. 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 First Judicial District of PA.
- 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.

23. Maintain and keep sump pumps and 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 First Judicial District of PA.
- a. Perform the following inspections:
 - i. Test moisture sensing circuit; check for even operating times; check float operation; check motor resistance to ground; perform monthly.
 - ii. 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.
 - iii. Unit should undergo a complete overhaul every five years including:
 - 1. Full disassembly, cleaning and inspection
 - 2. Replacement of motor
 - 3. Complete insulation test to the resistance values.
24. Maintain and keep compressed air system 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 First Judicial District of PA.
- a. Perform 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.
 - iii. Clean the return line strainers; lubricate the Sullicon 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.
 - 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.
25. On Fuel Oil Systems, observe weekly for leaks at pumps, fill station and storage tanks. 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.

26. 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.
27. 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.
28. On the Steam and Steam Condensate Piping System, responsibility shall be up to and including the back-up steam to hot water heat exchangers, PRV station 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.
29. 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, in accordance with manufacturer's recommendations; perform yearly.
30. 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 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 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 approved equal.
- j. The system following chemical control parameters shall be maintained at all times as follows:
 - 1. Hot Water
 - i. pH: 7.0 to 10.0
 - ii. Molybdate: 100 to 150 ppm
 - iii. Organic growth: none
 - 2. Chilled Water
 - i. pH: 7.0 to 9.0
 - ii. Molybdate: 50 to 100 ppm
 - iii. Organic growth: none

3. Cooling Tower
 - i. pH: 6.5 to 8.5
 - ii. Seven cycles maximum (Actual cycles of concentration to be determined from analysis of the makeup water.)
 - iii. Molybdate: 5 to 10 ppm
 - iv. Organic growth: none
 4. Closed recirculating loops (hot water heating with and without propylene glycol, reheat water and chilled water systems):
 - i. Hardness: 0.00.
 - ii. Iron: 0.00.
 - iii. Total Dissolved Solids (TDS): 1500 to 1750 ppm (as CaCO₃).
 - iv. Silica: 60 ppm or less.
 - v. pH: 10.5 or above.
31. 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.

Perform changeover from gas to fuel oil 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:

Daily

- a. Check water boiler low water cut out safety operation by draining water column.
- b. Observe the burner flame for the following:
 - i. Carbon build-up on burner head and fireside surface of boiler.
 - ii. Rivulets of oil on air diffuser or wetting of oil on inner fire circle.
 - iii. Consistency of flame color and flame shape.
 - iv. Audible burner rumbling.
- c. 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.

Weekly

- a. Check oil tank level.
- b. Inspect tightness of fasteners, tubing fittings, control linkages.

- c. Inspect and clean any accumulation of oil, dust, dirt, water or other foreign matter near burner.
- d. Flush water column and low water cut off chamber to prevent sediment and sludge build-up.
- e. Observe and log flue gas temperature along with approximate burner capacity setting to establish fouling of boiler tubes.

Monthly

- a. Check operation of safety devices on the boiler including:
 - i. All limit switches.
 - ii. Safety interlocks.
 - iii. Flame failure protection.
 - iv. Fuel safety shut-off valve tightness.
- b. Inspect water side of boiler heating surface to determine satisfactory performance of water treatment.

Quarterly

- a. 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:
 - i. For both gas and fuel oil operation.
 - ii. For at least six levels of burner capacity.
- b. Lubricate all operator linkages.
- c. Check operation of solenoid valves and clean as required.

Annually

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

Every Two Years

- a. Paint boilers

- 32. Perform the routine inspection and preventative maintenance on operational absorption chillers in accordance with the following schedule:

Daily

- a. Check and record operating data - temperatures, pressures, fluid levels, etc.;
- b. 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:

- i. 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
 - ii. Check boiler temperature or pressure readings
 - iii. Check any burner pressure gauge readings
 - iv. Check all burner linkage. Tighten as required
 - v. Check condition of oil pump belts. Replace as required
 - vi. Visually observe the flame
- c. Check the air/fuel ratio linkage for tightness;
 - d. Make sure the flue damper is open;
 - e. Check for leakage in oil supply and return lines;
 - f. Check for leakage in the gas supply piping line;

At the start of the cooling or heating season

- a. Inspect the purge pump unit;
- b. Inspect the degree of vacuum;
- c. Check and adjust the combustion system;
- d. Inspect the electrical system;
- e. Check and adjust operation of the security and control devices;
- f. Make test run adjustments;
- g. Collect operating data;
- h. Analyze solution sample;
- i. Check sealed systems leakage.

Every three months

- a. Lubricate electric motors in accordance with the motor manufacturer's instruction and schedule;
- b. Perform test, inspection for abrasion and inspection contamination of flame scanner and protect relay;
- c. Performance test of high and low gas pressure switches;
- d. Performance test of burner air flow switch;
- e. Performance test, inspection for leakage through valve and inspection for abrasion of pilot gas solenoid valves;
- f. Performance test and inspection for abrasion of gas pressure regulator and pilot gas pressure regulator;

- g. Inspect for abrasion of ignition plug;
- h. Test oil pressure switch;
- i. Performance test, and inspection for abrasion of oil solenoid valves and oil valves;
- j. Checking oil strainer for clogging;
- k. Check the flame scanner cell and mounting pipe for cleanliness, and clean as required.

Perform the following every six months

- a. Test and inspection for leakage;
- b. Inspect for leakage and corrosion of gas piping;
- c. Test gas valves and other devices related to gas for leakage;
- d. Analyze combustion gas of burner;
- e. Inspect for abrasion of oil nozzle and oil drawer assembly;
- f. Inspect for abrasion of oil pump unit;
- g. Test oil piping for leakage;
- h. Check connections and terminals of control panels and main devices for loosening;
- i. Inspect flue damper;
- j. Analyze composition of solution (checking for inhibitor consumption);
- k. Burner assembly:
 - i. 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;
 - ii. Check blower motor and blower wheel for cleanliness. Remove and clean as necessary;
 - iii. Remove, inspect and clean gas pilot assembly;
 - iv. Inspect combustion chamber and make repairs as necessary;
 - v. 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;
 - vi. Conduct maintenance and service procedures as directed by the flame safeguard manufacturer's;
 - vii. Conduct complete combustion analysis tests on burner and heat exchanger. Clean as necessary and adjust for efficient operation at all fuel inputs.

1. Checking of control panels:
 - i. Checking of insulation; Checking of sequence of operation;
 - ii. Checking of phase of power source contacts;
 - iii. Checking of loosening of connections and terminals;
 - iv. Checking of timing of control timers.
 - v. Perform the following annually:
Inspect cleanliness of main burner and pilot burner.
 - vi. Inspect fan bearing for vibration, etc.
 - vii. Inspect air suction and exhaust devices.
 - viii. Visually inspect safety relief valve.
 - ix. Performance test of the following safety devices:
 1. Refrigerant Temperature Drop Cutout Switch (26RL)
 2. Chilled Water Suspension Cutout Switch (69WC)
 3. 1st Stage Generator Solution Level Down Cutout Switch (33SL1)
 4. Absorber Solution Level Down Cutout Switch (33SL2)
 5. 1st Stage Generator Pressure Cutout Switch (63SH1)
 6. 1st Stage Generator Temperature Cutout Switch (26SH1)
 7. Purge Pressure Switch (63AP2 & 63AP1)
 - x. Performance test of the following control devices: Automatic Temperature Controller (23A1 & 23A2); Chilled Water Temperature Switch (23AS1); Hot Water Temperature Switch (23AS2); Solution Dilution Switch (26SH2)
 1. Calibrate and inspect for abrasion 1st stage generator compound gauge.
 2. Inspect for contamination of inside of furnace and flue.
 3. Inspect solution during cooling refrigerant cycles.
 - m. Check for contamination and refining of refrigerant.
 1. Check for leakage to inside.
 2. Analyze water quality of chilled water, hot water and cooling water.
 3. Clean tubes on chilled water side, hot water side and cooling water side.
 - n. Perform the following every two years
 - i. Check the purge system.
 1. Overhaul of purge solenoid valve.
 2. Check belt tension as required.
 3. Check motor.
 4. Replace packing of diaphragm valve.
 5. Overhaul of purge pump.
 - ii. Overhaul of solution and refrigerant pumps.
 - iii. Inspect tubes by eddy current flow detection and tube endoscope.
33. 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 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. Inspect in accordance with the following schedule:

Daily, during chillers operation, per work shift

- a. Check control panel for information to be logged, conditions out of normal operating range, system warning, trouble alarms, etc.;
- b. Check motor voltage and amps draw;
- c. Check for signs of fouled condenser or evaporator tubes by comparing leaving water temperature to that of the respective refrigerant temperature.

Weekly during Chiller Operation

- a. Check refrigerant charge;
- b. On chiller start-up, verify the capacity control compressor pre-rotation vanes remain closed until the compressor is fully up to speed;
- c. Check purge operation;
- d. Check operation of lube system.

Every three months

- a. Change compressor oil filter, inspect for aluminum particles;
- b. Perform chemical analysis of oil;
- c. Change oil system dehydrator;
- d. Check nozzle of oil system educator for particles;
- e. Change purge unit dehydrator;
- f. Clean purge gas strainer;
- g. Run diagnostic check of control panel.

Annually

- a. Pressurize unit and perform leak test;
- b. Check operating and safety controls;
- c. Check starter operation;
- d. Meg motor windings;
- e. Lubricate compressor motor;

- f. Check motor coupling;
 - g. Check inlet vane operator and linkage, lubricate;
 - h. Check oil pump, seal and motor;
 - i. Clean oil system dirt leg;
 - j. Check oil heater and thermostat;
 - k. Check all other components of oil system;
 - l. Change oil of purge unit;
 - m. Clean purge unit liquid line orifice;
 - n. Check purge unit drum and float valve;
 - o. Check condenser water flow switch;
 - p. Brush clean condenser water tubes, contract acid cleaning only if required.
 - q. Check evaporator flow switch operation.
34. 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 chiller is 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. Perform duties in accordance with the following schedule:
- Weekly
- a. Clean sump strainer.
 - b. Visually check for scale, corrosion, biological contamination including algae and slimes.
- Monthly
- a. Inspect general condition of unit.
 - b. Clean debris from unit.
 - c. Clean and flush sump.
 - d. Check and adjust sump water level.
 - e. Inspect heat transfer section
 - f. Inspect water distribution system.

- g. Check and adjust fan belt tension.
- h. Check operation of make-up valve.
- i. Check unit for unusual operating noise and vibration.

Every 1,000 hour of operation or every three (3) months, whichever is sooner

- a. Check fan shaft bearings.
- b. Lubricate fan shaft bearings.

Every six months

- a. Check motor voltage and current.
- b. Lubricate motor base and adjusting screw.

Annually

- a. Inspect and clean the protective finish on the unit both inside and outside.
 - b. Inspect and clean sump heater.
 - c. Check sump heater voltage and current.
 - d. Confirm sump heater is operational every fall.
35. Inspect heat exchangers, monthly, for unit for leakage, repair as necessary.
36. Inspect auxiliary support air conditioning units in accordance with the following schedule:

Monthly

- a. Condition of filters, change filters if required.
- b. Check condensate drain and drain pan for corrosion, dirt build-up or blockage. Clean if necessary.
- c. Observe bearing movement and rotation, inspect bearings for condition.

Semi-Annually

- a. Check fan motor mounts, housing and impellers. Clean fan area including the air discharge grilles.
 - b. Check condenser coil and clean if required.
 - c. Check amps and volts of units.
 - d. Inspect strainer, clean if required.
 - e. Check electrical connections and operational sequence.
37. Inspect air coil units once a year to observe general condition and operation.

38. Terminal Heat Transfer Units:
- a. For 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.
39. For Air Handling Units, perform the duties in accordance with the following schedule:
- Weekly
- a. Inspect filter pressure gauge or condition of filters, change filters if required.
 - b. Check for excessive fan vibration.
 - c. Inspect cabinet for leaks.
 - d. Check condensate drain and drain pan for corrosion, dirt buildup or blockage, clean if necessary.
 - e. Check unit leaving air temperature.
- Quarterly
- a. Lubricate fan and motor bearings (or at an interval as set by equipment manufacturer).
 - b. Check damper linkage and motor operator operation on OA and RA dampers.
 - c. Check, if present, fan inlet guide vane linkage and operation of motor operator.
 - d. Inspect belts and pulleys during operation.
 - e. Inspect belts and pulleys, with unit stopped, for alignment, belt and pulley condition.
 - f. Verify tightness of fan, motor and compressor mounts.
 - g. Check operation of the fan.

- h. Remove and clean coil spray pump inlet screen.

Annually

- a. Check amps and volts of unit.
 - b. Observe integrity of insulation.
 - c. Check air coils for cleanliness and clean if necessary.
 - d. Verify that flexible duct connections are intact.
 - e. Observe bearing movement and rotation, inspect bearings for condition.
40. For Return and Exhaust Fans, perform the duties in accordance with the manufacturer's recommendations and the following schedule:

Monthly

- a. Inspect general condition of unit.
- b. Check unit for unusual operating noise and/or vibration.
- c. Inspect v-belts, set screws and keys. Tighten or replace as required.
- d. Inspect pulley alignment. Adjust as required.
- e. Clean blower wheels, housings, grilles and intakes (insect/bird screens) of all dust, grease and debris as required.
- f. Lubricate fan shaft.
- g. Check for grease under fan and water in ductwork.

41. Inspect all smoke, fire and combination fire/smoke dampers annually to verify that components operate per the intent of the construction documents. Coordinate effort with the First Judicial District of PA and the annual fire safety inspection.

42. For Induction Units, perform the duties in accordance with the following schedule:

Quarterly

- a. Check thermostat setting and operation;
 - b. Check changeover valve operation;
 - c. Check damper operation;
 - d. Check plenum air pressure;
 - e. Check and test controls operation.
43. 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.
- b. Operate the ATC in a manner to optimize the operations of the facility providing the following functions:
 - i. 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.
 - ii. Schedule operation of systems (on-off, space temperatures, need for outside ventilation air, etc.). Schedule of operation is to be coordinated with First Judicial District of PA.
 - iii. 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.
 - iv. Provide adaptive operational strategies which react to system component failure.
 - v. Operate the system in emergency modes such as the smoke removal mode.
 - vi. Provide feedback to the equipment operator in both real time and trend logging formats.
 - vii. Provide, in addition to the functions provided by the service contract, routine maintenance and inspections to identify warranty/service contract needs.
 - viii. 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.
 - ix. On a monthly basis, operate systems in smoke control mode, as directed by First Judicial District of PA, to demonstrate proper operation of system.
 - x. Every year, inspect all HVAC smoke 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.
 - xi. Coordinate efforts with First Judicial District of PA and annual fire safety inspection.
 - xii. 40 hours of system training shall be provided under the OM&S contract.
 - xiii. 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.
 - xiv. 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.

- xv. Monitor ATC operators console a minimum of once every half hour for system messages, warnings, alarms, etc.

o. 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 Facility Manager submit engineering analysis of field observation and review of manufacturer's field reports.
 - g. Refer to Thermographic Survey section.
 - 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 Section.
 - 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 Section.

 - d. Inspect all wire and cable terminations whenever covers are 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.

 - e. 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 Facility Manager submit engineering analysis of field observation and review of manufacturer's field reports.

 - e. Refer to Thermographic Survey section.

 - 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 the facility, 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 Facility Manager submit engineering review and report of field observation and review of acceptance testing material.
 - e. Refer to Thermographic Survey section.
 - 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.
 - i. Low Voltage Switchgear
 - j. Visually inspect panelboard for condition, completed branch circuit schedule, identification, and correct trim and locking fixtures.
 - k. Visually inspect all grounding provisions.
 - l. Review and approve manufacturers field reports and final adjustments and over current protective device coordination curves.
 - m. Refer to Thermographic Survey Section.
 - n. 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.
 - o. Provide general housekeeping as required and record all metering data monthly.
 - p. Inspect all wire and cable terminations whenever covers are removed. Tighten all loose connections and repair any damaged cables.

- q. Yearly operate all switching components and confirm clear operation of mechanical components.
 - r. Test all ground fault, electrically operated and shunt trip devices.
9. 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.
10. Panelboards,
- a. Visually inspect panelboard for condition, completed branch circuit schedule, identification, and correct trim and locking fixtures.
 - b. Refer to Thermographic Survey Section.
 - 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 panelboard.
 - 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.
 - f. Circuit Breakers,
 - g. Refer to Thermographic Survey Section.
 - h. For separately enclosed units provide general housekeeping and clear working access as required by NEC.
 - i. Yearly operate all switching components and confirm clear operation of mechanical components.
 - j. Confirm correct circuit breaker rating for component use.
 - k. Motor Control Centers,
 - l. Refer to Thermographic Survey Section.

- m. Provide general housekeeping and clear working access as required by NEC.
 - n. 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.
 - iii. Confirm correct fuse and circuit breaker rating for component use.
 - iv. Confirm correct operation of all device electrical and mechanical interlocks and contact operations.
 - v. Contacts - Inspect for worn or pitted contacts, misalignment or arcing and overheating. Dress or replace.
 - vi. Cable Connections - Inspect for loose connections, overheating, carbonized insulation or carbon tracking. Tighten connections and repair or replace wiring as required.
 - vii. Inspect all pilot lights, operate all control devices and repair or replace as required.
 - viii. Inspect control power transformers for evidence of overheating and replace as required.
 - ix. Measure phase voltage and current, note significant unbalanced conditions and investigate for possible corrective action.
11. Lighting Systems,
- a. Visually inspect equipment for evidence of breakage, damaged surfaces, non-working luminaries 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 fluorescent lamps. Compare all storing, packing, transportation and recycling charges. Submit summary of recommendations to the Facility Manager.

- 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.
12. Site Lighting Systems,
13. Packaged Engine Generator Systems and Enclosed Transfer
- a. Switch,
 - b. Visually inspect all cable terminations, metering, and grounding provisions.
 - c. Perform an acceptance performance test and operational test, and record the performance data.
 - d. With approval of the Facility Manager submit a written report of professional comments concerning the observation, review of testing data and code compliance of the installed system.
 - e. Refer to thermographic Survey Section.
 - f. 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.
 - g. As a minimum, through subcontractor, 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.
 - h. Through subcontractor, provide an inspection and testing log, written and computer generated data, approved by the responsible party, for all maintenance, inspection and testing data.
 - i. Engage a Sub-contractor to provide continuing service and maintenance in accordance with existing terms and conditions.
 - j. 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
- k. 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 sub-contractor operational requirements.
14. 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 Facility Manager, 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 during normal working hours (8 AM to 5 PM, M-F) with a fixed additional multiplier for labor during off-normal hours.
 - i. The Subcontractor to provide system inspection and operational testing of the system at least quarterly, at intervals approved by the Facility Manager or as described herein.
 - ii. At a minimum, Sub-contractor to provide inspection, operational testing, and maintenance as documented in NFPA 72.
 - iii. Provide a permanent hard copy record of all inspections, testing and maintenance.
 - iv. Subcontractor shall be factory certified and trained on the installed equipment.
 - v. Provide one Sub-contractor for all maintenance, service and operational testing responsibilities.
15. Thermographic Survey
- a. Within the first and the fourth year of contracted service, 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. Panelboards (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 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 OM&S database. 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.

p. 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 Facility Manager such services.

2. Access Control,
 - a. Quarterly inspection to include:
 - i. Inspect and clean central control panel
 - ii. Verify proximity card reader for operating range
 - iii. Print report of existing cards in circulation and their current levels of authorization. Submit to Facility Manager for review of current access privileges.
 - iv. All necessary adjustments and repairs to be secured by Subcontractor.
3. Courtroom Sound Reinforcement Systems,
 - a. Engage a Subcontractor to provide continuing service and maintenance in accordance with existing terms and conditions.
 - b. Sub-contractor to provide systems inspection and operational testing quarterly, or at intervals approved by the Facility Manager.
 - c. At a minimum, Subcontractor 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.
 - iv. Verify microphone outlets for adequate contact.
 - v. Test video and loudspeaker switching.
4. 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.
5. 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 Facility Manager.
 - 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.

q. 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 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. 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:
 - a. Touch-up, paint equipment and components;
 - b. Clean all components of dust, old lubricants, corrosion and waste to allow the equipment to function properly and in good operating condition;
 - c. Store portable equipment and parts in neat, orderly fashion.

r. 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 building shall be accomplished by the OM&S Contractor's and Subcontractor.
 - c. On behalf of the FJD, 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 building, two times per week during the OM&S Contract year;
 - ii. Pick-up and remove all TR/D materials generated by the facility on each day that cleaning takes place.
 - f. Materials for TR/D are standard Court House, 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 Contractors and Subcontractors.
 - h. RR/D materials throughout the building 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, throughout the building, shall be provided by the FJD.
 - j. Stationary trash compactors, (3 to 1 compaction ratio), with FJD provided, 40 cubic yard roll off will be furnished by the FJD at the facility, for TR/D waste. The units will be located at the building loading docks.
 - k. TR/D waste generated at the Building 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 approved equal approved by the Facility Manager.

- l. The schedule for removal of TR/D shall be established by the OM&S Contractor and his/her Subcontractor using the following estimate of TR/D materials:
 - i. 124 Tons of TR/D Material/year
- m. The Subcontract price shall be quoted for: The Facility, 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. RR/D. The OM&S Contractor shall authorize direct reimbursement of the FJD within (30) thirty days, in the full amount of payments contracted with the approved Recycled Material Broker. The OM&S Contractor shall bill the FJD under the OM&S Contract for the Subcontract based on the price per visit, scheduled two (2) times per week. Submit Certified Visit Tickets to substantiate billings.
- o. TR/D. The OM&S Contractor shall bill the FJD under the OM&S Contract for the subcontract based on: the price per pound and price per pull for the facility, as stated in the OM&S Contractor's RFP response.
- p. Submit dated weight tickets and a dated, certified pull/load taken receipts to substantiate OM&S Contractor buildings.
- q. 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 Facility Manager, under the OM&S Contract General Conditions Provisions.
- s. **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 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 FJD. Any changes/additions, approved by the Facility Manager will be considered changed conditions. Provide all shop tools, and equipment to serve as the Locksmith Shop.
 2. The FJD shall provide: telephone, wiring; data wiring, and telephone instruments. The OM&S Proposer shall provide 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), 1 in each building; clocks; work gloves, dust masks; respirators; and personnel safety equipment supplies; A full and complete pager and separate two way radio system with adequate power, base stations, and capacity, and necessary repeaters, as required to communicate between, and within the building; two way radios for all positions listed; Guaranteed 48 hour repair service;

3. For Operating and Maintenance Manuals, Shop Drawings, As-Built Drawings: receive, index, control and request supplementary information through the Facility Manager. Establish a filing system for the facility, in process of renovation; supplement copies as required; check shop drawing logs; take receipt of file and safe keep any video cassettes of system instructions.
4. For Manual Drawing Records: Index file and safe keep reproducibles which will be delivered by the Facility Manager. Incorporate as-built notes for any work of carried out by subcontractor, during the OM&S Contract year. Index, issue and log the as-built work drawing which may result from FJD 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 Facility Manager. Provide to the Facility Manager hand drafted sketches of as-built information resulting from changes made to the Facility by the OM&S Contractor. The Facility Manager 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 Facility Manager 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 Facility Manager.
6. Prepare a master index of design/construction drawings and generate a request addressed to the Facility Manager 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.

t. **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 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 Facility Manager;
 - 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 Facility 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, ASA A39.1;
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 Facility Manager;
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 building, 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 Facility Manager. Perform interior window cleaning in public spaces, during hours to be approved by the Facility Manager;
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 FJD.

u. 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 Facility;
 - 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;
 - d. Establish a list of approved Art Conservators for each item, with the assistance of the Office of Arts and Culture;
 - e. Provide administrative assistance as required to: contact the Approved Conservator upon request of the Facility Manager; with the Facility Manager, proactively defining the course of action relative to mobilization of the selected conservator; then assume contractual responsibility, as approved by the Facility Manager; subcontract the designated expert conservator; and assist the Facility Manager in review and implementation of conservator recommendations.
 - f. The OM&S Contractor's basic services under this Division are limited to: maintaining the item and photo log; and providing administrative management support. Material and Labor by any subcontractor beyond this level of effort shall be submitted as a request for approval of the Facility Manager as a changed condition to the OM&S Contract.

v. 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 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 Facility Manager;

- 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 approval by the Facility Manager;
 - d. 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 facility by visiting each location, observing elevated and sunken plazas, 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 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 Facility sidewalks, driveways, loading docks, plaza 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. The specific areas of treatment under the Technical Provision are: shown in the drawings of the Special Provisions of this RFP; include but are not limited to:
 - a. All stairs and ramps.
 - b. All sidewalks around the building (the whole sidewalk on 15th St., from Arch St. to Race St.)
 - c. The overall driveway and loading dock.

9. Basis of Pricing - Snow Removal

- a. Include in the 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 onetime 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
 - b. 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.
 - c. 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.
 - d. Stated rates shall include all OM&S Contractor's markup for profit and central office overhead.
 - e. OM&S Contractor's work, if any, under this Technical Provision, by subcontractor, 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.
 - f. 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.

w. **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 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 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 Facility Manager.

- d. If, after such notification by the Facility Manager, the OM&S Contractor has not provided satisfactory services: the Facility Manager shall refer the matter to the Division of Environmental Health of the Department of Public Health, and to the Procurement Department; the Facility Manager 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 Facility Manager. 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 Facility Manager.
- 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 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 Facility Manager 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 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 Facility Manager, 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 built stations. The only exception shall be the bating of exterior Norway Rat borrows, 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 FJD through the Philadelphia Department of Public Health, Vector Control Services.
- p. Pesticide treatments shall be performed only where a thorough inspection has confirmed the existence of an active pest infestation. Precautionary treatments are not permitted.

- q. 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.
- r. 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.
- s. 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.
- t. 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.
- u. 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 fluoracetate 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 Facility Manager, 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 Facility Manager 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 FJD.
- 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 Facility Manager.

x. **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 facility. 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 conservation methods;
 - xi. Improved piping insulation;
 - xii. Power factor and improvement/maintenance.
 - b. Recommend and establish temperature set points; submit to the Facility Manager setback schedules; the City plans to implement an energy conservation incentives program and will require the OM&S contractor 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 facility. The FJD 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.

- c. Assist the Facility Manager in: review of the Facility 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-builts records, test reports, certifications, guarantees, warranties, operating and maintenance manuals, video records of system instruction).
- d. Establish emergency shutdown procedures for all building systems.
- e. When, and as approved by the Facility Manager, professional building design services are provided through the OM&S Contractor's PSS. Complete all such work in full compliance with the "BEDS."
- f. The work included as basic services under the OM&S Project, as required by this Technical Provision, shall be provided exclusively by the subcontractor.

SECTION IV

A. OM&S Contract Document Provisions - General

1. Refer to the First Judicial District of PA "General Consultant, Professional Services Contract, General Provisions", which will be used to engage the selected to perform the services and provide the materials required by the OM&S Contract Specifications. See attached Contract.
2. In the event a contract results from this RFP, it will be awarded to the technically qualified Proposer whose proposal the issuing agency believes will be the most advantageous to the FJD. The contract will be comprised of "General Provisions" and a "Provider Agreement." The FJD may condition an award on all required approvals and terms and conditions of the City, including but not limited to, the FJD's indemnification, insurance requirements, certification of non-indebtedness and compliance with the OEO requirements. In the event of a conflict between the terms of the attached contract, and the specifications bound herewith, the terms of the attached contract will govern.

B. Labor Provisions

Historically, the FJD does not require any vendor to hire/employ unionized personnel, however, the FJD does require the selected vendor to compensate any personnel and/or subcontractors performing the requisite services of this solicitation at the current prevailing wage levels for similar type work/services; wages, as used herein, shall include all fringe benefits. During the course of a subsequent agreement to this solicitation, any increases in pay granted to organized labor by employers shall also be paid to non-organized personnel doing similar work.

1. Refer to the attached "Minimum Wage (plus fringe benefits) (total wage cost) Schedule" to determine the minimum permissible total wage cost to be paid:
 - a. By the OM&S Contractor for all subcontractors.
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 OM&S contractor shall keep accurate records preserved on employee time sheet and/or time cards 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 FJD 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 FJD and shall permit the FJD 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 Facility Manager on a monthly 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 FJD 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 Facility Manager 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 liquidated damages against the OM&S contractor. All time records must be submitted in a manner to comply with "Certified Time Records" requirements. All billings shall be prepared in a format (to be approved by the Facility Manager) 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:
 - a. Christmas Day;
 - b. New Year's Day;
 - c. Memorial Day;
 - d. Independence Day;
 - e. Labor Day;
 - f. Thanksgiving Day.
10. The FJD 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 Building.

C. Minimum Wage (Plus Benefits) Schedule

Schedule to be provided via Addendum by the Managing Director's Office, Labor Standards Unit.

1. The FJD 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 facility, as described in the OM&S request for proposal, and specifications, of which these Instructions are a part.
2. 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 October 1, 2014 thru September 30, 2015 (Period 1). The second, third and fourth years end on each succeeding 30th day of September, thru September 30, 2018, may be exercised as individual options at the sole discretion of the FJD.
3. 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.
 - i. Complete each of the LRSC's attached to the OM&S RFP, and arrive at the total cost per period for each of the separate categories.
 - ii. 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 Triplex project.
 - iii. 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.
 - iv. Justify the direct overhead and indirect overhead values used for subcontractors in a separate analysis showing the calculation of the OM&S contractor's firm.
 - v. 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 subcontractor.
 - vi. 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 on the project.
 - vii. All information on price justification must be clear, concise, and presented in an organized defined categorized presentation to warrant the FJD's review, and maximize the probability of a favorable decision for the Proposer.
 - viii. Approved blank forms for all sheets are attached below. All completed forms are to be submitted in 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.
 - ix. 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).

- x. Using any format desired, provide detailed description of Direct Overhead used to calculate the Fringe Benefits in the LRSC. Assume:
 1. Vacation Days = 10 days
 2. Vacation = 80 hours
 3. Holidays = 6 days
 4. Hours/Per Holiday = 8 hours
 5. Personal/Sick Days = 5 days

OM&S Cost Proposal

Line	On Site Service Force	PERIOD		
		1	2	3
1	Mobilization			4
2	Core Team			
3	Total Proposed Labor Cost (Sum lines 1 through 5)			
4	OM&S Contractor's Mark-up, as a %	%	%	%
5	OM&S Contractor's Mark-up (Line 3 multiplied by line 4)			
8	Total OM&S Contractor's Proposed Price (Sum line 3 + line 5)			
	OM&S Contractor's Proposed Charge for Routine Subcontract Work (Includes OM&S and Subcontractors overhead and fees, and all Subcontractors consumables and equipment)			
10	Conveying Systems			
11	Automatic Temperature Control			
12	Emergency Generators			
13	Transfer Switches			
14	Thermographic Testing			
15	Landscaping			
16	Sprinklers, Fire Extinguishers			
17	Water Treatment			
18	Fire Alarm			
19	Site Lighting			
20	Trash Removal and Trash Disposal			
21	Pest Control			
23	Window Washing			
24	Snow Removal			
25	Sound Systems and Public Address			
26	OM&S Mark-up on Routine Subcontract Work & FJD Requested Projects, as a %	%	%	%
27	Subtotal of all Routine Subcontract Work (Sum lines 10 through 26)			

Bid Bond (2 pages total)

Begin Bid Bond Form:

FIRST JUDICIAL DISTRICT OF PA

BID BOND

FOR FIRST JUDICIAL DISTRICT OF PA BID NUMBER: _____ (Please Fill In)

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

Sealed with our seals and dated the _____ day of
_____ two-thousand _____.

WHEREAS the above bounded Principal Obligor, submitted a bid pursuant to the above-referenced bid number
to provide certain goods, services, or equipment to the First Judicial District of PA.

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

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

CORPORATE SEAL:

PRINCIPAL OBLIGOR:

President/Vice-President (SEAL)

Secretary/Treasurer (SEAL)

SURETY SEAL:

SURETY:

INSTRUCTIONS:

- (1) ALL VENDORS MUST UTILIZE THIS BID BOND FORM WHEN SUBMITTING A BID TO THE FJD.
- (2) IF PRINCIPAL OBLIGOR IS AN INDIVIDUAL OR PARTNERSHIP, BID BOND SHOULD BE SIGNED BY OWNER OR AUTHORIZED GENERAL PARTNER. PLEASE IDENTIFY ON THE BID BOND THE TYPE OF BUSINESS (E.G. INDIVIDUAL PROPRIETORSHIP OR PARTNERSHIP) AND TITLE OF PARTY EXECUTING THE BID BOND.
- (3) BID BOND MUST BE EXECUTED BY A SURETY COMPANY DULY AUTHORIZED AND LICENSED TO ACT AS SURETY BY THE PENNSYLVANIA INSURANCE COMMISSIONER PURSUANT TO THE LAWS OF THE COMMONWEALTH OF PENNSYLVANIA.

End Bid Bond Form.

Performance Bond (3 pages total)

Begin Performance Bond Form:

FIRST JUDICIAL DISTRICT OF PA

PERFORMANCE BOND

Bid No. _____

Bond No. _____

Contract No. _____

Bond Amount _____

1. Contractor _____ Name _____ and _____ the
Surety _____

jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the

FJD for the performance of the FJD Contract, the PROJECT DESCRIPTION for the DEPARTMENT

NAME Department which is incorporated herein by reference.

2. If the Contractor performs the FJD Contract, in accordance with the terms and conditions of the FJD Contract, the Surety and the Contractor shall have no further obligation under this Performance Bond.

3. The Surety's obligation under this Performance Bond shall arise after the FJD has declared a Contractor Default as defined below, formally terminated the FJD Contract or the Contractor's right to complete the FJD Contract, and notified the Surety of the FJD's claim under this Performance Bond.

4. When the FJD has satisfied the conditions of Paragraph 3 above, the Surety shall, at the Surety's sole cost and expense, undertake one or more of the following actions:

a. Arrange for the Contractor to perform and complete the FJD Contract, provided, however, that the Surety may not proceed with this option, except upon the express written consent of the FJD, which consent may be withheld by the FJD for any reason; or

b. Perform and complete the FJD Contract itself, through qualified contractors who are acceptable to the FJD, through a contract between the Surety and qualified contractors, which performance and completion shall be undertaken in strict accordance with the terms and conditions of the FJD Contract; or

c. Tender payment to the FJD in the amount of all losses incurred by the FJD as a result of the Contractor Default and as determined by the FJD for which the Surety is liable to the FJD, including all costs of completion of the FJD Contract and all consequential losses, costs, and expenses incurred by the FJD as a result of the Contractor Default, and including all unpaid fees or payments owed to the FJD by the Contractor under the FJD Contract, except that Surety's payment under this option shall in no event exceed the

limit of the Bond Amount. The Surety may not proceed with this option, in lieu of the options set forth in subparagraphs (a) or (b) above, except upon the express written consent of the FJD, which consent may be withheld by the FJD for any reason.

5. The Surety shall proceed under Paragraph 4 above within ten (10) business days after notice from the FJD to the Surety of the Contractor Default, formal termination of the Contract or the Contractor's right to complete the FJD Contract, except that the Surety shall proceed within twenty-four (24) hours after notice, where the notice states that immediate action by the Surety is necessary to safeguard life or property.
6. If the Surety fails to proceed in accordance with Paragraphs 4 and 5 above, then the Surety shall be deemed to be in default on this Performance Bond three business days after receipt of written notice from the FJD to the Surety demanding that the Surety perform its obligations under this Performance Bond. Thereafter, if notice to the Surety is without effect, the FJD shall be entitled to enforce any legal or equitable remedy available to the FJD. If the Surety has denied liability, in whole or in part, the FJD shall be entitled without further notice to Surety to enforce any legal or equitable remedies available to the FJD.
7. After the FJD has terminated the FJD Contract or the Contractor's right to complete the FJD Contract, and if the Surety is proceeding under subparagraphs 4(a) or 4(b) above, then the responsibilities of the Surety to the FJD shall not be greater than those of the Contractor under the FJD Contract, and the responsibilities of the FJD to the Surety shall not be greater than those of the FJD under the FJD Contract. The Surety shall be obligated to the limit of Bond Amount as set forth on the front page, subject, however, to a commitment by the FJD for payment to the Surety of the Balance of the Contract Price in mitigation of costs and damages on the FJD Contract. The Surety shall be obligated, without duplication, for:
 - a. The responsibilities of the Contractor for correction of defective or unsuitable work and performance and completion of the FJD Contract;
 - b. Additional legal, design professional, and delay costs incurred by the FJD as a result of the Contractor's Default, and as a result of the Surety's actions or failures to act under Paragraph 4 above;
 - c. Liquidated damages as specified in the FJD Contract, or, if no liquidated damages are specified in the FJD Contract, actual damages and consequential damages incurred by the FJD as a result of delayed performance or non-performance of FJD Contract by the Contractor or the Surety; and
 - d. Payment of all unpaid and due and owing fees or payments owed to the FJD under the FJD Contract at the time of the Contractor Default.
8. To the extent of payment to the Surety of the Balance of the Contract Price, the Surety shall defend, indemnify, and hold harmless the FJD from all claims, suits, causes of actions, and demands (including all costs of litigation and a reasonable attorney's fee), which are brought against the FJD by the Contractor or any other party and which arise from or by reason of payment to the Surety the Balance of the Contract Price.
9. The Surety hereby waives notice of any change or modification to the FJD Contract, including changes of time, or changes to related subcontracts, purchase orders, and other obligations.

10. Any proceeding, suit, or claim, legal or equitable, under this Performance Bond shall be instituted in the U.S. District Court for the Eastern District of Pennsylvania or the Court of Common Pleas of Philadelphia County and shall be instituted within two years of the date on which the Surety refuses or fails to perform its obligations under this Performance Bond, in accordance with Paragraphs 4 and 5 above. If the provisions of this Paragraph are void or prohibited by law, the minimum limitations period available to sureties as a defense in the jurisdiction of the proceeding, suit, or claim shall be applicable.
11. All notices to the Surety or the Contractor shall be mailed or delivered to the respective addresses shown on the signature page. In the event of a change in the address of the Surety or the Contractor, such party shall promptly provide notice to the FJD and the other party, with such notice to include the FJD Contract No. and this Performance Bond No.
12. When this Performance Bond has been furnished to the FJD in compliance with the Public Works Contractors' Bond Law of 1967, 8 P.S. § 191, et seq., any provision in this Performance Bond which conflicts with the statutory or legal requirement of such statute shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein.
13. The law controlling the interpretation or enforcement of this Performance Bond shall be Pennsylvania law.

14. Definitions

- a. Balance of the Contract Price: The total amount payable by the FJD to the Contractor under the FJD Contract after all proper adjustments have been made, including change orders and credits due the FJD, reduced by all valid and proper payments made to or on behalf of the Contractor under the FJD Contract and reduced further by all direct costs and expenses incurred by the FJD as a result of the Contractor Default, including costs of additional supervision or inspection by the FJD of the Contractor's work under the FJD Contract and fees and expenses paid to consultants or others hired by the FJD for purposes of monitoring or investigating the Contractor's work under the FJD Contract.
- b. FJD Contract: The agreement between the FJD and the Contractor identified on the front page.
 - c. Contractor Default: In the case of FJD Contracts for Public Works, "Contractor Default" shall mean the failure or refusal of the Contractor, after written notice from the FJD, to cure or remedy, or commence to cure or remedy, a Violation of FJD Contract (as defined in the FJD's Standard Contract Requirements for Public Works Contracts) within three (3) working days from receipt of such notice, or within twenty-four (24) hours from receipt of such notice, where immediate action by the Contractor is necessary to safeguard life or property. In the case of all other FJD Contracts, "Contractor Default" shall mean the occurrence of an "event of default" or a "termination for cause" as defined or provided for in the FJD Contract's terms, conditions, and provisions.

CONTRACTOR AS PRINCIPAL:

SURETY:

Signature:
Signature: _____

Title: _____

Date: _____

Date: _____

Address: _____

Address: _____

Attorney-In-Fact
(*Attach Power of Attorney)

(Corporate Seal)

(Surety Seal)

End Performance Bond Form

Payment Bond (2 pages total)

Begin Payment Bond Form:

FIRST JUDICIAL DISTRICT OF PA

PAYMENT BOND

Bid No. _____

Bond No. _____

Contract No. _____

Bond Amount _____

1. Contractor _____ Name _____ and Surety _____, jointly and severally, bind themselves, their heirs, executors, administrator's successors and assigns to the FJD to pay for labor, materials, and equipment furnished for use in the performance of the FJD Contract, the Project Description for the Department Name Department, which is incorporated herein by reference.

2. With respect to the FJD, this obligation shall be null and void if the Contractor:
 - a. Promptly makes payment, directly or indirectly, for all sums due Claimants; and
 - b. Defends, indemnifies, and holds harmless the FJD from any claims, demands, liens, or suits by any person or entity whose claim, demand, lien, or suit is for the payment for labor, materials, or equipment furnished for use in the performance of the FJD Contract, provided the FJD has promptly notified the Contractor and the Surety (at the addresses described in Paragraph 10) of any such claims, demands, liens or suits and has tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.

3. With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.

4. In the event that the Contractor shall not make prompt payment to Claimants, the Surety's obligation to Claimants under this Payment Bond, and a Claimant's rights under this Payment Bond, shall be governed solely by the Public Works Contractors' Bond Law of 1967, 8 P.S. § 191, et seq.

5. Amounts owed by the FJD to the Contractor under the FJD Contract shall be used for the performance of the FJD Contract and to satisfy claims, if any, under any Performance Bond. By the Contractor furnishing and the FJD accepting this Payment Bond, they agree that all funds earned by the Contractor in the performance of the FJD Contract are dedicated to satisfy obligations of the Contractor and the Surety under this Payment Bond, subject, however, to the FJD's priority to use the funds for the completion of the work under the FJD Contract.

6. The Surety shall not be liable to the FJD, Claimants, or others for obligations of the Contractor that are unrelated to the FJD Contract. The FJD shall not be liable for payment of any costs or expenses of any Claimant under this Payment Bond, and the FJD shall have under this Payment Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Payment Bond.
7. The Surety hereby waives notice of any change or modification to the FJD Contract, including changes of time, or changes to related subcontracts, purchase orders, and other obligations.
8. Any suit or action under this Payment Bond shall be commenced by a Claimant in accordance with the Public Works Contractors' Bond Law of 1967, 8 P.S. § 191, et seq. or any other applicable law.
9. All notices to the Surety or the Contractor shall be mailed or delivered to the respective addresses shown on the signature page. In the event of a change in the address of the Surety or the Contractor, such party shall promptly provide notice to the FJD and the other party, with such notice to include the Contract No. and this Performance Bond No.
10. When this Payment Bond has been furnished to the FJD in compliance with the Public Works Contractors' Bond Law of 1967, 8 P.S. § 191, et seq., any provision in this Payment Bond which conflicts with the statutory or legal requirement of such statute shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein.
11. Upon request by any person or entity appearing to be a potential beneficiary of this Payment Bond, the Contractor shall promptly furnish a copy of this Payment Bond or shall permit a copy to be made.
12. The law controlling the interpretation or enforcement of this Payment Bond shall be Pennsylvania law.
13. Definitions
 - a. Claimant: An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the FJD Contract.
 - b. FJD Contract: The agreement between the FJD and the Contractor identified on the front page, which shall encompass all Contract Documents, including the Bid, Bid Addenda, and Amendments to the FJD Contract, and any changes thereto.
 - c. Labor, materials, or equipment: All labor supplied or performed, all materials furnished, all equipment or machinery rented, and all services rendered by public utilities in the performance of the work under the FJD Contract, whether or not such labor, material, equipment, machinery, or public utility services enter into and become component parts of the work or improvement contemplated by the FJD Contract, including, inter alia: (a) all material furnished, equipment or machinery rented, services rendered by public utilities, and labor supplied or performed in preparing the work site for the performance of the work covered by the FJD Contract; (b) all equipment, machinery, public utility services, labor, shoring, sheathing and blasting supplies, and other materials used on the work site in doing such excavating as may be

necessary or required to institute or perform the work specified in the FJD Contract; (c) all water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the FJD Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors; and (d) all material furnished, equipment or machinery rented, services rendered by public utilities, and labor supplied or performed in the performance of work or of maintenance required by or performed under the terms of the FJD Contract.

CONTRACTOR AS PRINCIPAL:

SURETY:

Signature:

Signature: _____

Title: _____

Date: _____

Date: _____

Address: _____

Address: _____

(Corporate Seal)

Attorney-In-Fact
(*Attach Power of Attorney)

(Surety Seal)

End Payment Bond Form

