

**The Philadelphia Parking Authority
701 Market Street, Suite 5400
Philadelphia, PA 19106**

**RFP No. 19-15
Elevator Maintenance and Repair Services
Addendum One**

To: See Email Distribution List

From: Mary Wheeler
Manager of Contract Administration

Date: November 25, 2019

No Pages: 3

This addendum is issued on November 25, 2019 prior to the bid due date to add, delete, modify, clarify and/or to respond to questions submitted by prospective offerors regarding the work included in the above referenced solicitation.

CHANGES TO THE BID DOCUMENT

1. Page 2 of the Proposal Form (Appendix A) has been revised. Replace the current page with the attached revised page.

QUESTIONS

1. **Question:** The specs state the elevator safety testing be included but the contract states that it is a one year contract with three optional years. Most companies will figure in their safety test pricing into what they will need to charge. If you do not renew with someone after a year or discontinue service with the 5 day cancelation notice you may be paying a higher monthly cost to cover tests that the company may never get to test under contract. I had suggested to price the testing separately that way it will fall under the correct year and vendor for that particular year.

Response: Three and five year testing should be priced separately. We will factor those costs into the total amount of our contract.

2. **Question:** The Parts discount- I cannot sell parts at cost and then provide a discount, we would then lose money on parts. This would mean I would have to mark up the parts to then provide a discount on the parts at which I could not sell at cost.

Response: This requirement remains unchanged.

3. **Question:** Travel time- The last contract was a state contract that specified a trip charge. This contract does not have details on travel time which would only be applied to calls that may be chargeable or overtime calls. Most often chargeable calls have 1 hour of travel with overtime calls being point-to point.

Response: No travel time or trip charges will be accepted.

4. **Question:** Part IV- Section B. Repairs/Traction-We are responsible for hoist cables and travel cables. There are currently two elevators that require new hoist cables and 3-4 that may require new travel cables. Should we take exception to this? Any contractor that is awarded the contract should not be responsible to replace travel or hoist cables. This would also fall under C. Inspection and testing #3 & #4.

Response: All components will receive preventive maintenance on a monthly basis. Your proposal should note which parts and/or equipment will be replaced as part of that maintenance. Repairs when and as necessary, not covered by monthly maintenance, will be quoted separately.

5. **Question:** On Part IV page 11 Hydraulic type- It says we are responsible for the plunger. Elevator contracts usually don't have them covered because there is nothing a company can do to help maintain it. It goes underground and we can't be responsible for a 40 -50 plus thousand dollar repair if it fails. Question – do we have to cover this item?

Response: This requirement remains unchanged. Also, see response to Question #4.

6. **Question:** Are we responsible for the last elevator inspection report deficiencies?

Response: If the deficiency is covered by monthly maintenance then the Contractor is responsible. If the deficiency results in a repair outside of the monthly maintenance then the Contractor will submit a quote for repairs as detailed in the contract.

7. **Question:** How are we to know if the current provider has not fixed and or replaced existing parts only to have the new Elevator maintenance provider being responsible?

Response: See response to Question #6.

8. **Question:** If the Offeror is not using subcontractors is Independent Contractor's Insurance required as listed in Part I section I-10?

Response: The insurance requirements detailed in Appendix C remain unchanged.

9. **Question:** Can the Philadelphia Parking Authority provide a copy of the 'Authority's Contractor Integrity Provisions' document mentioned in Appendix B – Sample Contract section 5 C, as this was not attached as "Exhibit A" mentioned in that section of the RFP.

Response: See attached Exhibit A.

10. **Question:** Can the Philadelphia Parking Authority provide the Offeror with a copy of their current Tax Exempt Letter for our records?

Response: A Tax Exempt Certificate can be provided to the successful Contractor after formal award of the contract upon request.

11. **Question:** If the Offeror submits exceptions, qualifications or clarifications in Tab G of the RFP can the Offeror Redline the sample contract with proposed changes or should a Rider be created instead?

Response: You may redline the sample contract.

12. **Question:** You mentioned seven copies, but you have one original and then seven copies. So you're saying you just want the financial statements with the original or in a separate envelope?

Response: Correct, financial statements should be submitted only in the original bid or in a separate envelope marked confidential.

13. Question: You do use Apex for your inspection company and not the State of Pennsylvania. There's several on there. It says contact Department of Labor and Industry. You actually use Apex for your inspection.

Response: Part IV, C1 to read Department of Labor and Industry or PPA designee.

14. Question: Regarding I. Service Agreement Type, under C. Repair Parts and Accessories, you have that we are to bill those at contractor cost, but then you ask for a discount on parts. I can't sell it to you at cost and then give you a discount. So, how would you like to word that?

Response: Section I remains unchanged.

15. Question: Regarding J. Equipment Modernization Alteration, this is essentially the Authority stating if there is a requirement for the modernization to equipment, it will be covered in the contract, but that particular modernization or upgrade is not covered. That's something that will be in addition to the contract. Am I correct in that?

Response: Yes.

16. Question: Regarding the sample contract, consideration of payment, section three, first paragraph, you mentioned a one-time consideration paid by the Authority to that cannot exceed a certain amount. Is that like setting a cap on what the PPA intends to pay out during the contract?

Response: The Authority intends to estimate the total amount needed for the full term of the contract (4 years) based upon the pricing submitted by the proposers and previous yearly cost data. The Authority will present that total to the Authority's Board for review and approval. There are procurement mechanisms available should the cap need to be increased.

END OF ADDENDUM ONE

5. **Cost Proposal:** Offerors must complete the cost proposal, and provide hourly rates for regular time and premium time as indicated by the Work Statement. In addition, Offerors are invited to provide a Manufacturer Parts Price List discount that will be incorporated into the Agreement. Offerors cannot quote a percentage markup for parts.

| Description | Cost Year One | Cost Year Two | Cost Year Three | Cost Year Four |
|---|---------------|---------------|-----------------|----------------|
| Annual Preventative Maintenance Independence Mall | | | | |
| Annual Preventative Maintenance Parkade on 8 th Street | | | | |
| Annual Preventative Maintenance Gallery Mall | | | | |
| Annual Preventative Maintenance Jefferson | | | | |
| Annual Preventative Maintenance Olde City | | | | |
| Annual Preventative Maintenance Taxi and Limo Division | | | | |
| Annual Preventative Maintenance PPA Headquarters | | | | |
| Individual Technician - Regular Time | | | | |
| Individual Technician - Premium Time - (O.T) | | | | |
| Team of Technicians - Regular Time | | | | |
| Team of Technicians – Premium Time - (O.T.) | | | | |

| Description | Year One | Year Two | Year Three | Year Four |
|---------------------------------------|----------|----------|------------|-----------|
| Percent Discount for Parts (Optional) | % | % | % | % |

Year Three Safety Testing _____

Year Five Safety Testing _____

Exhibit “A”
Philadelphia Parking Authority
CONTRACTOR INTEGRITY PROVISIONS

1. Definitions.

a. **Confidential Information** means information that is not public knowledge, or available to the public on request, disclosure of which would give an unfair, unethical, or illegal advantage to another desiring to contract with the Authority.

b. **Consent** means written permission signed by a duly authorized officer or employee of the Authority, provided that where the material facts have been disclosed, in writing, by prequalification, bid proposal, or contractual terms, the Authority shall be deemed to have consented by virtue of execution of this Contract.

c. **Contractor** means the individual or entity that has entered into this Contract with the Authority, including directors, officers, partners, managers, key employees, and owners of more than a 5% interest.

d. **Contractor Related Parties** means any affiliates of the Contractor and the Contractor’s officers and directors.

e. **Financial interest** mean any financial interest in a legal entity engaged in business for profit which comprises more than 5% of the equity of the business or more than 5% of the assets of the economic interest in indebtedness

f. **Gift** means any conveyance of anything of value, including cash, a gratuity (tip), favor, entertainment (including tickets to sporting events), travel, food, drink, a loan, employment or services.

2. The Contractor shall maintain the highest standards of integrity in the performance of this Contract and shall take no action in violation of state or federal laws, regulations, or other requirements that govern contracting with the Authority, including these Contractor Integrity Provisions.

3. The Contractor shall not disclose to others any confidential information gained by virtue of this Contract.

4. Contractor, its affiliates, agents, employees and anyone in privity with Contractor shall not, in connection with this or any other agreement with the Authority, directly or indirectly, offer, confer, or agree to confer any pecuniary benefit or gift on anyone, for any reason, including as consideration for the decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty by any officer or employee of the Authority.

5. Contractor confirms that no Authority officer or employee holds a financial interest in Contractor.

6. Contractor shall have no financial interest with or in any other contractor, subcontractor, or supplier providing services, labor, or material under this contract, unless the financial interest is disclosed to the Authority in writing and the Authority consents to Contractor's financial interest prior to the Authority's execution of the contract. Contractor shall disclose the financial interest to the Authority at the time of bid or proposal submission, or if no bids or proposals are solicited, no later than Contractor's submission of the contract signed by Contractor.

7. When Contractor has reason to believe that any breach of ethical standards as set forth in law or these Contractor Integrity Provisions has occurred or may occur, including but not limited to contact by an Authority officer or employee which, if acted upon, would violate such ethical standards, Contractor shall immediately notify the Authority contracting officer or the Authority's Office General Counsel in writing.

8. Contractor, by submission of its bid or proposal and/or execution of this contract and by the submission of any bills, invoices or requests for payment pursuant to the contract, certifies and represents that it has not violated any of these Contractor Integrity Provisions in connection with the submission of the bid or proposal, during any contract negotiations or during the term of the contract, to include any extensions thereof.

9. Contractor agrees to reimburse the Authority for the reasonable costs of investigation incurred by the Authority's Office of General Counsel, or its designee, for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Authority that results in the suspension or debarment of the Contractor. Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.

10. Contractor shall cooperate with the Authority's Office of General Counsel, or its designee, in its investigation of any alleged officer or employee breach of ethical standards and any alleged Contractor non-compliance with these Contractor Integrity Provisions. Contractor agrees to make identified Contractor employees available for interviews at reasonable times and places. Contractor, upon the inquiry or request of an investigator, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Authority's designated investigator to Contractor's integrity and compliance with these provisions. Such information may include, but shall not be limited to, Contractor's business or financial records, documents or files of any type or form that refer to or concern this contract. Contractor shall incorporate this paragraph in any agreement, contract or subcontract it enters into in the course of the performance of this contract/agreement solely for the purpose of obtaining subcontractor compliance with this provision. The incorporation of this provision in a subcontract shall not create privity of contract between the Authority and any such subcontractor, and no third party beneficiaries shall be created thereby.

11. For violation of any of these Contractor Integrity Provisions the Authority may terminate this and any other contract with Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these Provisions, claim damages for all additional costs and expenses incurred in obtaining another contractor to complete

performance under this contract, and debar and suspend Contractor from doing business with the Authority. These rights and remedies are cumulative, and the use or non-use of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those the Commonwealth may have under law, statute, regulation, or otherwise.

12. Contractor certifies to the best of its knowledge and belief that within the last five (5) years Contractor or Contractor Related Parties have not:

- a) been indicted or convicted of a crime involving moral turpitude or business honesty or integrity in any jurisdiction;
- b) been suspended, debarred or otherwise disqualified from entering into any contract with any governmental agency;
- c) had any business license or professional license suspended or revoked;
- d) had any sanction or finding of fact imposed as a result of a judicial or administrative proceeding related to fraud, extortion, bribery, bid rigging, embezzlement, misrepresentation or anti-trust; and
- e) been, and is not currently, the subject of a criminal investigation by any federal, state or local prosecuting or investigative agency and/or civil anti-trust investigation by any federal, state or local prosecuting or investigative agency.

If Contractor cannot so certify to the above, then it must submit along with its bid, proposal or contract a written explanation of why such certification cannot be made and the Authority will determine whether a contract may be entered into with the Contractor. The Contractor's obligation pursuant to this certification is ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to immediately notify the Authority in writing if at any time during the term of the contract if becomes aware of any event which would cause the Contractor's certification or explanation to change. Contractor acknowledges that the Authority may, in its sole discretion, terminate the contract for cause if it learns that any of the certifications made herein are currently false due to intervening factual circumstances or were false or should have been known to be false when entering into the contract.