

**REQUEST FOR PROPOSALS FOR**

**Mechanical/Electrical Maintenance Services  
at  
Central Administration Building (CAB)  
Transcore Building (located on CAB site)  
Turnpike Industrial Park (TIP) Building  
TIP Maintenance Building (located on TIP site)  
Steelton Warehouse**

**ISSUING OFFICE**

**Pennsylvania Turnpike Commission  
Facilities and Energy Management Operations**

**RFP NUMBER**

**RFP # 11-40130-2981**

**DATE OF ISSUANCE**

**February 23, 2011**

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## PART I

### GENERAL INFORMATION FOR PROPOSERS

**I-1. Purpose.** This request for proposal (RFP) provides interested Proposers with sufficient information to enable them to prepare and submit proposals for consideration by the Pennsylvania Turnpike Commission (Commission) to satisfy a need for Mechanical/Electrical Maintenance Services.

**I-2. Issuing Office.** This RFP is issued for the Commission by the Facilities and Energy Management Operations Department.

**I-3. Scope.** This RFP contains instructions governing the proposals to be submitted and the material to be included therein; a description of the services to be provided; requirements which must be met to be eligible for consideration; general evaluation criteria; and other requirements to be met by each proposal.

**I-4. Problem Statement.** The Pennsylvania Turnpike Commission (PTC) is seeking a firm to provide maintenance of mechanical, electrical, fire alarm, fire protection, automatic temperature control and building automation systems for its Central Administration Building, Transcore Building, Turnpike Industrial Park Building, TIP Maintenance Building, and the Steelton Warehouse. The PTC desires to engage a firm for a multiple year agreement to perform the maintenance services outlined in this Request for Proposal (RFP).

**I-5. Type of Contract.** It is proposed that if a contract is entered into as a result of this RFP, it will be a fixed fee contract. The Commission may in its sole discretion undertake negotiations with Proposers whose proposals as to price and other factors show them to be qualified, responsible, and capable of performing the work.

**I-6. Rejection of Proposals.** The Commission reserves the right to reject any and all proposals received as a result of this request, or to negotiate separately with competing Proposers.

**I-7. Subcontracting.** Any use of subcontractors by a Proposer must be identified in the proposal. During the contract period use of any subcontractors by the selected Proposer, which were not previously identified in the proposal, must be approved in advance in writing by the Commission.

A firm that responds to this solicitation as a prime may not be included as a designated subcontractor to another firm that responds to the same solicitation. **Multiple responses under any of the foregoing situations may cause the rejection of all responses of the firm or firms involved.** This does not preclude a firm from being set forth as a designated subcontractor to more than one prime contractor responding to the project advertisement.

The scope of services shall include coordinating, supervising, managing, and monitoring any subcontractors, if the Contractor plans to utilize a subcontractor to complete any portion of the scope of services. All proposed subcontractors and the scope of services under their responsibility should be clearly identified in the proposal. Subcontractors are required to meet the same qualification and performance standards as the Contractor. The PENNSYLVANIA TURNPIKE COMMISSION reserves the right to approve or reject any proposed subcontractor. Changes made to the subcontractors or their scope of services is subject to review and approval by the PTC.

The electrical testing subcontractor utilized shall be an independent 3<sup>rd</sup> party which can function as an unbiased testing authority, professionally independent of the manufacturers, suppliers, and maintenance contractor. The testing organization shall be regularly engaged in the testing of electrical equipment, devices, installation, and systems.

**I-8. Incurring Costs.** The Commission is not liable for any costs the Proposer incurs in preparation and submission of its proposal, in participating in the RFP process or in anticipation of award of contract.

**I-9. Mandatory Pre-proposal Conference.** A mandatory pre-proposal conference will be held **Monday, March 14, 2011 at 10:00 a.m.** in Conference Room 030-033 at the Commission's Central Administration Building, located at 700 S. Eisenhower Blvd., Middletown, PA 17057. In view of the limited facilities available for the conference, it is requested representation be limited to two (2) individuals per Proposer. The purpose of this conference is to clarify any points in the RFP, which may not have been clearly understood. Written questions submitted by email to [RFP-Q@paturnpike.com](mailto:RFP-Q@paturnpike.com) with **RFP 11-40130-2981** in the Subject Line received no later than **2:00 p.m. Friday, March 4, 2011**, will be answered and discussed at the pre-proposal conference. The pre-proposal conference is for information only. Answers furnished during the conference will not be official until verified, in writing, by the Issuing Office. Additional questions may be forwarded to [RFP-Q@paturnpike.com](mailto:RFP-Q@paturnpike.com) with **RFP 11-40130-2981** in the Subject Line **after** the Pre-Proposal Conference, but must be received no later than **2:00 p.m. Friday, March 18, 2011**. All questions and written answers will be issued as an addendum to and become part of this RFP.

**FAILURE TO BE REPRESENTED AND SIGNED IN AT THIS MANDATORY PRE-PROPOSAL CONFERENCE WILL BE CAUSE FOR REJECTION OF PROPOSAL.**

**I-10. Addenda to the RFP.** If it becomes necessary to revise any part of this RFP before the proposal response date, addenda will be posted to the Commission's website under the original RFP document. It is the responsibility of the Proposer to periodically check the website for any new information or addenda to the RFP.

The Commission may revise a published advertisement. If the Commission revises a published advertisement less than ten days before the RFP due date, the due date will be extended to maintain the minimum ten-day advertisement duration if the revision alters the project scope or selection criteria. Firms are responsible to monitor advertisements/addenda to ensure the submitted proposal complies with any changes in the published advertisement.

**I-11. Response.** To be considered, proposals must be delivered to the Pennsylvania Turnpike Commission's Contracts Administration Department, Attention: Wanda Metzger, on or before **12:00 Noon on Friday, April 15, 2011**. The Pennsylvania Turnpike Commission is located at 700 South Eisenhower Boulevard, Middletown, PA 17057 (Street address). Our mailing Address is P. O. Box 67676, Harrisburg, PA 17106.

**Please note that use of U.S. Mail delivery does not guarantee delivery to this address by the above-listed time for submission.** Proposers mailing proposals should allow sufficient delivery time to ensure timely receipt of their proposals. If the Commission office location to which proposals are to be delivered is closed on the proposal response date, due to inclement weather, natural disaster, or any other cause, the deadline for submission shall be automatically extended until the next Commission

business day on which the office is open. Unless the Proposers are otherwise notified by the Commission, the time for submission of proposals shall remain the same.

**I-12. Proposals.** To be considered, Proposers should submit a complete response to this RFP, using the format provided in PART II. Each proposal should be submitted in **6** hard copies and one **complete and exact** copy of the technical proposal on CD-ROM in Microsoft Office or Microsoft Office-compatible format to the Contracts Administration Department. No other distribution of proposals will be made by the Proposer. Each proposal page should be numbered for ease of reference. Proposals must be signed by an official authorized to bind the Proposer to its provisions and include the Proposer's Federal Identification Number. For this RFP, the proposal must remain valid for at least 120 days. Moreover, the contents of the proposal of the selected Proposer will become contractual obligations if a contract is entered into.

Each and every Proposer submitting a proposal specifically waives any right to withdraw or modify it, except as hereinafter provided. Proposals may be withdrawn by written or telefax notice received at the Commission's address for proposal delivery prior to the exact hour and date specified for proposal receipt. However, if the Proposer chooses to attempt to provide such written notice by telefax transmission, the Commission shall not be responsible or liable for errors in telefax transmission. A proposal may also be withdrawn in person by a Proposer or its authorized representative, provided its identity is made known and it signs a receipt for the proposal, but only if the withdrawal is made prior to the exact hour and date set for proposal receipt. A proposal may only be modified by the submission of a new sealed proposal or submission of a sealed modification which complies with the requirements of this RFP.

**I-13. Economy of Preparation.** Proposals should be prepared simply and economically, providing a straightforward, concise description of the Proposer's ability to meet the requirements of the RFP.

**I-14. Discussions for Clarification.** Proposers who submit proposals may be required to make an oral or written clarification of their proposals to the Issuing Office to ensure thorough mutual understanding and Proposer responsiveness to the solicitation requirements. The Issuing Office will initiate requests for clarification.

**I-15. Best and Final Offers.** The Issuing Office reserves the right to conduct discussions with Proposers for the purpose of obtaining "best and final offers." To obtain best and final offers from Proposers, the Issuing Office may do one or more of the following: a) enter into pre-selection negotiations; b) schedule oral presentations; and c) request revised proposals. The Issuing Office will limit any discussions to responsible Proposers whose proposals the Issuing Office has determined to be reasonably susceptible of being selected for award.

**I-16. Prime Proposer Responsibilities.** The selected Proposer will be required to assume responsibility for all services offered in its proposal whether or not it produces them. Further, the Commission will consider the selected Proposer to be the sole point of contact with regard to contractual matters.

**I-17. Proposal Contents.** Proposals will be held in confidence and will not be revealed or discussed with competitors, unless disclosure is required to be made (i) under the provisions of any Commonwealth or United States statute or regulation; or (ii) by rule or order of any court of competent jurisdiction. All material submitted with the proposal becomes the property of the Pennsylvania Turnpike Commission and may be returned only at the Commission's option. Proposals submitted to the

Commission may be reviewed and evaluated by any person other than competing Proposers at the discretion of the Commission. The Commission has the right to use any or all ideas presented in any proposal. Selection or rejection of the proposal does not affect this right.

In accordance with the Pennsylvania Right-to-Know Law (RTKL), 65 P.S. § 67.707 (Production of Certain Records), Proposers shall identify any and all portions of their Proposal that contains confidential proprietary information or is protected by a trade secret. Proposals shall include a written statement signed by a representative of the company/firm identifying the specific portion(s) of the Proposal that contains the trade secret or confidential proprietary information.

Proposers should note that “trade secrets” and “confidential proprietary information” are exempt from access under Section 708(b) (11) of the RTKL. Section 102 defines both “trade secrets” and “confidential proprietary information” as follows:

Confidential proprietary information: Commercial or financial information received by an agency: (1) which is privileged or confidential; **and** (2) the disclosure of which would cause substantial harm to the competitive position of the person that submitted the information.

Trade secret: Information, including a formula, drawing, pattern, compilation, including a customer list, program, device, method, technique or process that: (1) derives independent economic value, actual or potential, from not being generally known to and not being readily ascertainable by proper means by other persons who can obtain economic value from its disclosure or use; **and** (2) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy. The term includes data processing software by an agency under a licensing agreement prohibiting disclosure.

65 P.S. §67.102 (emphasis added).

The Office of Open Records has determined that a third party must establish a trade secret based upon factors established by the appellate courts, which include the following:

- the extent to which the information is known outside of his business;
- the extent to which the information is known by employees and others in the business;
- the extent of measures taken to guard the secrecy of the information;
- the value of the information to his business and to competitors;
- the amount of effort or money expended in developing the information; and
- the ease of difficulty with which the information could be properly acquired or duplicated by others.

*See Crum v. Bridgestone/Firestone North Amer. Tire., 907 A.2d 578, 585 (Pa. Super. 2006).*

The Office of Open Records also notes that with regard to “confidential proprietary information the standard is equally high and may only be established when the party asserting protection shows that the information at issue is either ‘commercial’ or ‘financial’ and is privileged or confidential, and the disclosure **would** cause substantial competitive harm.” (emphasis in original).

For more information regarding the RTKL, visit the Office of Open Records’ website at [www.openrecords.state.pa.us](http://www.openrecords.state.pa.us).

**I-18. Debriefing Conferences.** Proposers whose proposals are not selected will be notified of the name of the selected Proposer and given the opportunity to be debriefed, at the Proposer’s request. The Issuing Office will schedule the time and location of the debriefing. The Proposer will not be compared with other Proposers, other than the position of its proposal in relation to all other proposals.

**I-19. News Releases.** News releases pertaining to this project will not be made without prior Commission approval, and then only in coordination with the Issuing Office.

**I-20. Commission Participation.** Unless specifically noted in this section, Proposers must provide all services to complete the identified work.

**I-21. Cost Submittal.** The cost submittal shall be placed in a separately sealed envelope within the sealed proposal and kept separate from the technical submittal. **Failure to meet this requirement may result in disqualification of the proposal.**

**I-22. Term of Contract.** The term of the contract will commence on the Effective Date (as defined below) and will end in two years with two (2) two year renewal options (2 + 2 + 2). The Commission shall fix the Effective Date after the contract has been fully executed by the Contractor and by the Commission and all approvals required by Commission contracting procedures have been obtained.

**I-23. Proposer's Representations and Authorizations.** Each Proposer by submitting its proposal understands, represents, and acknowledges that:

- a. All information provided by, and representations made by, the Proposer in the proposal are material and important and will be relied upon by the Issuing Office in awarding the contract(s). Any misstatement, omission or misrepresentation shall be treated as fraudulent concealment from the Issuing Office of the true facts relating to the submission of this proposal. A misrepresentation shall be punishable under 18 Pa. C.S. 4904.
- b. The price(s) and amount of this proposal have been arrived at independently and without consultation, communication or agreement with any other Proposer or potential Proposer.
- c. Neither the price(s) nor the amount of the proposal, and neither the approximate price(s) nor the approximate amount of this proposal, have been disclosed to any other firm or person who is a Proposer or potential Proposer, and they will not be disclosed on or before the proposal submission deadline specified in the cover letter to this RFP.
- d. No attempt has been made or will be made to induce any firm or person to refrain from submitting a proposal on this contract, or to submit a proposal higher than this proposal, or to submit any intentionally high or noncompetitive proposal or other form of complementary proposal.
- e. The proposal is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive proposal.
- f. To the best knowledge of the person signing the proposal for the Proposer, the Proposer, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last four (4) years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding or proposing on any public contract, except as disclosed by the Proposer in its proposal.

- g. To the best of the knowledge of the person signing the proposal for the Proposer and except as otherwise disclosed by the Proposer in its proposal, the Proposer has no outstanding, delinquent obligations to the Commonwealth including, but not limited to, any state tax liability not being contested on appeal or other obligation of the Proposer that is owed to the Commonwealth.
- h. The Proposer is not currently under suspension or debarment by the Commonwealth, or any other state, or the federal government, and if the Proposer cannot certify, then it shall submit along with the proposal a written explanation of why such certification cannot be made.
- i. The Proposer has not, under separate contract with the Issuing Office, made any recommendations to the Issuing Office concerning the need for the services described in the proposal or the specifications for the services described in the proposal.
- j. Each Proposer, by submitting its proposal, authorizes all Commonwealth agencies to release to the Commission information related to liabilities to the Commonwealth including, but not limited to, taxes, unemployment compensation, and workers' compensation liabilities.

**I-24. Performance/Payment Bond.** When awarded the contract, furnish a Performance Bond, with sufficient surety or sureties, in an amount equal to 100% of the contract price. Have the bond specify that the contracted work will be completed in a manner satisfactory to the Commission. Have the bond state that the Commission is not liable for any expenses incurred through the failure to complete the work as specified, nor liable for any damages growing out of the carelessness of the Contractor, the Contractor's employees, or subcontractors.

Also furnish a Payment Bond in the amount of 100% of the contract price. Have a corporate surety, legally authorized to transact business in the State and satisfactory to the Commission, execute both bonds. If the Commission decides the bond surety is unsatisfactory, promptly furnish any additional required security to protect the Commission's interests and the interests of all persons, firms, or corporations who/which have furnished material, provided equipment on rental, or supplied/performed labor or services on, or in connection with, the performance of the work for this contract.

Have participants in a joint venture submit a single Performance Bond and a single Payment bond, each signed by both the joint participants and by their surety. These bonds are to cover their joint and individual liability.

**I-25. Contractor's Insurance.**

If a contract is entered into as a result of this RFP, the Contractor shall meet the following insurance requirements.

**a. General.** Do not commence work under the contract until all insurance, and insurers, under this section have been obtained and approved by the Commission.

Before or at the execution of a contract, provide the Commission with certificates of insurance evidencing the coverage required.

Have all primary and excess liability policies contain the following clause:



“Thirty (30) days written notice of any cancellation, non-renewal, limit or coverage reduction is to be sent to the Commission by Certified Mail.”

The preceding is subject to existing Commonwealth of Pennsylvania statutory cancellation provisions relating to non-payment of premium and misrepresentation by the insured.

Maintain the insurance described herein until the contract is completed.

All insurance policies must be written by an insurance company licensed and authorized to do business in Pennsylvania and acceptable to the Commission. Have all insurance policies and certificates signed by a resident Pennsylvania Agent of the issuing Company. However, in the case of an eligible surplus lines insurer, have all policies and certificates also signed by a party duly authorized to bind, on behalf of the eligible surplus lines insurer, the certified coverages.

**b. Worker’s Compensation and Employer’s Liability Insurance.** Take out, pay for and maintain during the life of the contract, Worker’s Compensation Insurance in statutory required limits for the protection of all employees. Provide, pay for and maintain during the life of the contract, Employer’s Liability Insurance in limits of not less than \$500,000 bodily injury each accident, \$500,000 bodily injury by disease, and \$500,000 bodily injury by disease each employee.

**c. Commercial General Liability Insurance.** Includes: Products/Completed Operations; Blanket Contractual Liability – All Written and Oral Contracts; premises and operations liability; explosion, collapse and underground; personal injury; independent contractors; broadform property damage; severability of interests provisions; personal injury and advertising liability; premises medical payments; host liquor liability; fire damage legal liability – real property; incidental malpractice (including employees); non-owned watercraft; and automatic coverage for newly acquired entities.

The minimum required limits for the Commercial General Liability policy will be as follows:

- \$2,000,000 Each Occurrence
- \$2,000,000 Advertising and Personal Injury Limit
- \$2,000,000 General Aggregate per Location / Per Site
- \$2,000,000 Products and Completed Operations Aggregate
- \$50,000 Fire Damage Legal, Any One Fire
- \$5,000 Medical Payments

**d. Commercial Automobile Liability Insurance.** Covering all owned, hired, leased and non-owned vehicles with a minimum limit of liability of \$1,000,000 per occurrence.

**e. Commercial Umbrella / Excess Insurance.** With the following limits:

- \$2,000,000 Per Occurrence
- \$2,000,000 General Aggregate
- \$2,000,000 Products / Completed Operations Aggregate

**f.** The Commercial General Liability and Automobile Liability policies will name the Pennsylvania Turnpike Commission, the Commonwealth of Pennsylvania, Pennsylvania Department of Transportation and Michael Baker, Jr., Inc. as an Additional Insured.

**g. Proof of Insurance.** Before commencing work, furnish to the Commission a certificate of insurance outlining the coverages detailed above. The certificate will also indicate the Additional Insured status of the Commission and the appropriate cancellation / non-renewal notice wording.

The insurance company certificates will be in standard ACORD form and will contain the address and phone number of the insurance company or insurance agent. If appropriate, the Commission reserves the right to request certified copies of the Contractor's insurance coverages.

**h. Payment.** Incidental to the contract.

**I-26. Invoice Procedures.** If a contract is entered into as a result of this RFP, the PTC will request one itemized monthly invoice. The PTC will pay a properly submitted and undisputed itemized invoice within forty-five (45) days of receipt. Invoices must include at a minimum: an invoice number and date; the purchase order number(s); the service locations, date(s) and hour(s); a brief description of the work performed, and any related warranty documentation attached. Provide shipping receipts for all replacement parts/equipment with costs. At the PTC's option, all replaced parts/equipment will be submitted in the new parts/equipment box to the PTC for verification by the PTC.

## PART II

### INFORMATION REQUIRED FROM PROPOSERS

Proposals must be submitted in the format, including heading descriptions, outlined below. To be considered, the proposal must respond to all requirements in this part 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. Each proposal shall consist of two (2) separately sealed submittals. The submittals are as follows: (i) Technical Submittal, in response to Part II-1 through II-7 hereof; (ii) Cost Submittal, in response to Part II-8 hereof.

The Commission reserves the right to request additional information which, in the Commission's opinion, is necessary to assure that the Proposer's competence, number of qualified employees, business organization, and financial resources are adequate to perform according to the RFP.

The Commission may make such investigations as deemed necessary to determine the ability of the Proposer to perform the work, and the Proposer shall furnish to the Issuing Office all such information and data for this purpose as requested by the Commission. The Commission reserves the right to reject any proposal if the evidence submitted by, or investigation of, such Proposer fails to satisfy the Commission that such Proposer is properly qualified to carry out the obligations of the agreement and to complete the work specified.

**II-1. Statement of the Problem.** State in succinct terms your understanding of the problem presented or the service required by this RFP.

**II-2. Management Summary.** Provide a narrative of the proposed effort with a summary description of the proposed service(s).

**II-3. Work Plan.** Describe in detail your technical plan for accomplishing the proposed service(s). Use the task descriptions in Part IV of this RFP as your reference point. Modifications of the task descriptions are permitted; however, reasons for changes should be fully explained. Indicate the number of personhours allocated to each task.

Describe your maintenance management system. Explain the overall system used to plan, coordinate, and schedule preventive maintenance and to provide responsive repairs to building systems. Show sample reports and identify the system that will be used to schedule maintenance and document that the maintenance required in the preventive maintenance plan (Appendix K – PM Task List) is being completed in accordance with the contract requirements. Show sample reports and describe the process used to document the timely response for all on-call service calls.

**II-4. Business and Experience.** State the core business, mission, and vision statements of the firm. Identify all locations that will be used to support this contract and the operations handled from these locations. State the total annual revenue of the firm, and indicate the revenues associated with the provision of services relevant to your proposal. Provide the most recent annual report.

Contracts or projects provided to document experience should be identified and the name of the customer shown, including the name, address, and telephone number of the responsible official of the customer, company, or agency who may be contacted. Provide a detailed description of firm's expertise in mechanical and electrical systems maintenance. Demonstrate a proven track record of successfully providing services similar in scope and complexity to the services required by this RFP. If the firm is

currently or has done business with the PTC, provide the PTC contact name and date and description of service(s).

**II-5. Personnel.** Include the number and names where practicable of executive, professional, and technical personnel who will be engaged in the work. Show where these personnel will be physically located during the time they are engaged in the work. Include through a resume or similar document education and/or experience in mechanical and electrical maintenance. Indicate the responsibilities each will have in this project and how long each has been with your company.

Describe your organization and how it is structured. Organization charts are helpful supplements to your explanations. Detail in a similar chart the proposed staffing and functions.

Individual	Job Title	Function/ Role	Certifications and Training Completed

**II-6. Subcontractor Information.** State all subcontractors to be used in implementing the proposed maintenance services. For each subcontractor, document the services to be subcontracted and an overview of their core business/mission, organization and structure, location(s), and personnel to be engaged in the work and their related experience.

**II-7. DBE/MBE/WBE Participation.** The Turnpike Commission is committed to the inclusion of disadvantaged, minority, and woman firms in contracting opportunities. The minimum participation level for DBE/MBE/WBEs in this contract will be 10% total. Responding firms shall clearly identify DBE/MBE/WBE firms, expected to participate in this contract, in their Proposal. If the selected firm does not meet the minimum requirement for DBE/MBE/WBE participation, they will be required to demonstrate good faith efforts to achieve the required level. The Commission recognizes the following small, disadvantaged, woman and minority-owned business certifications for this RFP:

- PA Unified Certification Program [www.paucp.com](http://www.paucp.com)*
- PA Department of General Services [www.dgs.state.pa.us](http://www.dgs.state.pa.us)*
- National Minority Supplier Development Council [www.nmsdcus.org](http://www.nmsdcus.org)*
- Women Business Enterprise National Council [www.wbenc.org](http://www.wbenc.org)*
- U.S. Small Business Administration *small disadvantaged businesses or 8(a) small disadvantaged business concerns**

Evidence of “Good Faith” includes but is not limited to:

1. Vendor shall solicit through all reasonable and available means (pre-proposal meetings, advertisements and/or written notices) the interest of DBE/MBE/WBEs who have the capability to perform the work of the contract. Make solicitations for services/goods that are within the project scope and which you reasonably expect to utilize.

2. Vendor shall keep a detailed record indicating date, type of contact, DBE/MBE/WBE business contacted, and the services/goods solicited.
3. Vendor shall provide adequate information to DBE/MBE/WBEs, in a timely manner, about the project description to allow adequate time for their response to solicitations.
4. Vendor shall contact issuing agency for lists of certified DBE/MBE/WBEs and keep a record of all solicitations made.
5. Vendor shall identify portions of work (goods/services) that can be performed by DBE/MBE/WBEs and keep a record of all solicitations made.
6. Vendor shall use the services of available minority/women business assistance offices at the state and local level to identify DBE/MBE/WBEs and keep a record of such contacts.

**If further information is desired concerning DBE/MBE/WBE participation**, direct inquiries to the Pennsylvania Turnpike Commission's Contracts Administration Department by calling (717) 939-9551, Extension 4241.

**II-8. Cost Submittal.** The information requested in this section shall constitute your cost submittal. **The Cost Submittal shall be placed in a separate sealed envelope within the sealed proposal, separate from the technical submittal.**

Pricing must be fully comprehensive and complete. The price quotations must remain firm for at least 120 days from the date of submission. The Contractor is expected to extend this time period while the parties are engaged in negotiations.

Costs shall include all of the maintenance and service requirements as described in this RFP. Provide costs by building as identified in Tables 1, 2, and 3. All one-time and recurring costs and any underlying assumptions on the part of the Contractor must be included in the costs. All costs shown shall be inclusive of all labor, materials, overhead, and profit and shall not be subject to any additional costs, extras, or escalator clauses. Submit price data as described in this Section. Provide pricing on an annual basis assuming a fixed annual price for the first two (2) year term and include in **Pricing Table 1**.

Provide pricing for a first contract renewal annual cost for an additional two (2) year term and include in **Pricing Table 2**. This renewal will cover years three (3) and four (4) of the Contract. The decision to renew the contract will be at the sole discretion of the PTC.

Provide pricing for a second contract renewal annual cost for an additional two (2) year term and include in **Pricing Table 3**. This renewal will cover years five (5) and six (6) of the Contract. The decision to renew the contract will be at the sole discretion of the PTC.

Provide pricing for labor rates by trade and document the Contractor's acceptance of the PTC required mark ups for materials, equipment and subcontracted work for changes in service, if outside the contracted scope. This pricing will also be utilized for equipment repair and/or replacement work as defined in Section IV-4a. Include all required unit pricing and acknowledgments in **Pricing Tables 4A, 4B, and 4C**.

**Any costs not provided in the cost proposal will be assumed as no charge to the Commission.**

**The selected Proposer shall only perform work on this contract after the Effective Date is affixed and the fully-executed contract sent to the selected Proposer. The Commission shall issue a written Notice to Proceed to the selected Proposer authorizing the work to begin on a date which is on or after the Effective Date. The selected Proposer shall not start the performance of any work prior to the date set forth in the Notice of Proceed and the Commission shall not be liable to pay the selected Proposer for any service or work performed or expenses incurred before the date set forth in the Notice to Proceed. No Commission employee has the authority to verbally direct the commencement of any work under this Contract.**

**Pricing Table 1**  
**Annual Cost for Two (2) Year Contract Term**

<b>Building</b>	<b>Estimated Labor Hours (Annual Hours)</b>	<b>Annual Cost (\$)</b>
Central Administration Building (CAB)		
Transcore Building at CAB		
Turnpike Industrial Park Building (TIP)		
TIP Maintenance Building		
Steelton Warehouse		
<b>Totals</b>		

**Pricing Table 2**  
**Annual Cost for First Renewal for Two (2) Years (years 3 and 4)**

<b>Building</b>	<b>Estimated Labor Hours (Annual Hours)</b>	<b>Annual Cost (\$)</b>
Central Administration Building (CAB)		
Transcore Building at CAB		
Turnpike Industrial Park Building (TIP)		
TIP Maintenance Building		
Steelton Warehouse		
<b>Totals</b>		

**Pricing Table 3**  
**Annual Cost for Second Renewal for Two (2) Years (years 5 and 6)**

<b>Building</b>	<b>Estimated Labor Hours (Annual Hours)</b>	<b>Annual Cost (\$)</b>
Central Administration Building (CAB)		
Transcore Building at CAB		
Turnpike Industrial Park Building (TIP)		
TIP Maintenance Building		
Steelton Warehouse		
<b>Totals</b>		

**Pricing Table 4A**

**Unit Costs for Additional Work for Two (2) Year Contract Term**

**Labor.** Unit rates shall be listed for major trades such as laborers, pipe fitters, plumbers, electricians, sheet metal workers, ATC and BAS controls technicians, fire alarm and sprinkler system technicians, and any other major trade employed in the completion of this service. Labor rates shall include all overhead, profit and supervision costs, and shall not be subject to any further markups when utilized in the computation of any proposed repair/replacement priced by time and materials basis or by calculation of a lump sum proposal. The Owner reserves the right to request additional labor rates.

	<u>Straight Time</u>	<u>Overtime</u>
Trade: _____	Rate: \$_____ per hour	Rate: \$_____ per hour
Trade: _____	Rate: \$_____ per hour	Rate: \$_____ per hour
Trade: _____	Rate: \$_____ per hour	Rate: \$_____ per hour
Trade: _____	Rate: \$_____ per hour	Rate: \$_____ per hour
Trade: _____	Rate: \$_____ per hour	Rate: \$_____ per hour
Trade: _____	Rate: \$_____ per hour	Rate: \$_____ per hour
Trade: _____	Rate: \$_____ per hour	Rate: \$_____ per hour
Trade: _____	Rate: \$_____ per hour	Rate: \$_____ per hour
Trade: _____	Rate: \$_____ per hour	Rate: \$_____ per hour

**Mark Up for Material and Equipment.** Material and equipment charges used to compute Contract Change Orders will be based on original supplier invoices and a maximum allowable standard markup of fifteen percent (15%) to original supplier invoices.

These standard markups shall include overhead and profit and all administrative, delivery and handling charges and will not be subject to any further markup or charges. The PTC reserves the right to furnish replacement parts or materials for installation by the contractor for repair/replacement work.

**Contractor Acceptance of Material and Equipment Mark Up: Circle YES or NO**

**Mark Up for Subcontracted Work.** Coordination fee for additional work that requires the use of a subcontractor will be based on the following maximum allowable standard markup of fifteen percent (15%) to subcontractor's invoice. The Contractor shall submit copies to PTC of invoices submitted by subcontractors. This standard markup shall include all overhead, profit, administrative and supervision costs, and shall not be subject to any further markups when utilized in the computation of the cost for additional work.

**Contractor Acceptance of Subcontracted Work Mark Up: Circle YES or NO**



**Pricing Table 4B**

**Unit Costs for Additional Work for First Two (2) Year Contract Renewal (years 3 and 4)**

**Labor.** Unit rates shall be listed for major trades such as laborers, pipe fitters, plumbers, electricians, sheet metal workers, ATC and BAS controls technicians, fire alarm and sprinkler system technicians, and any other major trade employed in the completion of this service. Labor rates shall include all overhead, profit and supervision costs, and shall not be subject to any further markups when utilized in the computation of any proposed repair/replacement priced by time and materials basis or by calculation of a lump sum proposal. The Owner reserves the right to request additional labor rates.

	<u>Straight Time</u>	<u>Overtime</u>
Trade: _____	Rate: \$_____ per hour	Rate: \$_____ per hour
Trade: _____	Rate: \$_____ per hour	Rate: \$_____ per hour
Trade: _____	Rate: \$_____ per hour	Rate: \$_____ per hour
Trade: _____	Rate: \$_____ per hour	Rate: \$_____ per hour
Trade: _____	Rate: \$_____ per hour	Rate: \$_____ per hour
Trade: _____	Rate: \$_____ per hour	Rate: \$_____ per hour
Trade: _____	Rate: \$_____ per hour	Rate: \$_____ per hour
Trade: _____	Rate: \$_____ per hour	Rate: \$_____ per hour
Trade: _____	Rate: \$_____ per hour	Rate: \$_____ per hour

**Mark Up for Material and Equipment.** Material and equipment charges used to compute Contract Change Orders will be based on original supplier invoices and a maximum allowable standard markup of fifteen percent (15%) to original supplier invoices.

These standard markups shall include overhead and profit and all administrative, delivery and handling charges and will not be subject to any further markup or charges. The PTC reserves the right to furnish replacement parts or materials for installation by the contractor for repair/replacement work.

**Contractor Acceptance of Material and Equipment Mark Up: Circle YES or NO**

**Mark Up for Subcontracted Work.** Coordination fee for additional work that requires the use of a subcontractor will be based on the following maximum allowable standard markup of fifteen percent (15%) to subcontractor's invoice. The Contractor shall submit copies to PTC of invoices submitted by subcontractors. This standard markup shall include all overhead, profit, administrative and supervision costs, and shall not be subject to any further markups when utilized in the computation of the cost for additional work.

**Contractor Acceptance of Subcontracted Work Mark Up: Circle YES or NO**

**Pricing Table 4C**

**Unit Costs for Additional Work for Second Two (2) Year Contract Renewal (years 5 and 6)**

**Labor.** Unit rates shall be listed for major trades such as laborers, pipe fitters, plumbers, electricians, sheet metal workers, ATC and BAS controls technicians, fire alarm and sprinkler system technicians, and any other major trade employed in the completion of this service. Labor rates shall include all overhead, profit and supervision costs, and shall not be subject to any further markups when utilized in the computation of any proposed repair/replacement priced by time and materials basis or by calculation of a lump sum proposal. The Owner reserves the right to request additional labor rates.

	<u>Straight Time</u>	<u>Overtime</u>
Trade: _____	Rate: \$_____ per hour	Rate: \$_____ per hour
Trade: _____	Rate: \$_____ per hour	Rate: \$_____ per hour
Trade: _____	Rate: \$_____ per hour	Rate: \$_____ per hour
Trade: _____	Rate: \$_____ per hour	Rate: \$_____ per hour
Trade: _____	Rate: \$_____ per hour	Rate: \$_____ per hour
Trade: _____	Rate: \$_____ per hour	Rate: \$_____ per hour
Trade: _____	Rate: \$_____ per hour	Rate: \$_____ per hour
Trade: _____	Rate: \$_____ per hour	Rate: \$_____ per hour
Trade: _____	Rate: \$_____ per hour	Rate: \$_____ per hour

**Mark Up for Material and Equipment.** Material and equipment charges used to compute Contract Change Orders will be based on original supplier invoices and a maximum allowable standard markup of fifteen percent (15%) to original supplier invoices.

These standard markups shall include overhead and profit and all administrative, delivery and handling charges and will not be subject to any further markup or charges. The PTC reserves the right to furnish replacement parts or materials for installation by the contractor for repair/replacement work.

**Contractor Acceptance of Material and Equipment Mark Up: Circle YES or NO**

**Mark Up for Subcontracted Work.** Coordination fee for additional work that requires the use of a subcontractor will be based on the following maximum allowable standard markup of fifteen percent (15%) to subcontractor's invoice. The Contractor shall submit copies to PTC of invoices submitted by subcontractors. This standard markup shall include all overhead, profit, administrative and supervision costs, and shall not be subject to any further markups when utilized in the computation of the cost for additional work.

**Contractor Acceptance of Subcontracted Work Mark Up: Circle YES or NO**

## PART III

### CRITERIA FOR SELECTION

**III-1. Mandatory Responsiveness Requirements.** To be eligible for selection, a proposal should be (a) timely received from a Proposer; (b) properly signed by the Proposer; and (c) formatted such that all cost data is kept separate from and not included in the Technical Submittal.

**III-2.** Proposals will be reviewed and evaluated by a committee of qualified personnel selected by the Commission. This committee will recommend for selection the proposal that most closely meets the requirements of the RFP and satisfies Commission needs. Award will only be made to a Proposer determined to be responsive and responsible in accordance with Commonwealth Management Directive 215.9, Contractor Responsibility Program.

**III-3.** The following criteria will be used in evaluating each proposal:

**a. Understanding the Problem.** This refers to the Proposer's understanding of the Commission needs that generated the RFP, of the Commission's objectives in asking for the services, and of the nature and scope of the work involved.

**b. Proposer Qualifications.** This refers to the ability of the Proposer to meet the terms of the RFP, especially the quality, relevancy, and recency of similar maintenance services completed by the Proposer. This includes the Proposer's financial ability to undertake a contract of this size. Emphasis is also placed on the Proposer having an established office located in the greater Harrisburg Area.

**c. Personnel Qualifications.** This refers to the competence of professional and technical personnel who would be assigned to the job by the Proposer. Qualifications of personnel will be measured by experience and education, with particular reference to experience on services similar to that described in the RFP. Emphasis is also placed on the qualifications of the contract manager and designated acting contract managers.

**d. Soundness of Approach.** Emphasis here is on the quality of the proposed preventive maintenance and on-call operating plans. Of equal importance is whether the technical approach is completely responsive to all written specifications and requirements contained in the RFP and if it appears to meet Commission objectives.

**e. Cost.** While this area may be weighted heavily, it will not normally be the deciding factor in the selection process. The Commission reserves the right to select a proposal based upon all the factors listed above, and will not necessarily choose the firm offering the best price. The Commission will select the firm with the proposal that best meets its needs, at the sole discretion of the Commission.

**f. DBE/MBE/WBE Participation.** This refers to the inclusion of D/M/WBE firms, as described in Part II-7, and the extent to which they are expected to participate in this contract. Participation will be measured in terms of total dollars committed or percentage of total contract amount to certified D/M/WBE firms.

## PART IV

### WORK STATEMENT

#### IV-1. Objectives.

The Pennsylvania Turnpike Commission (PTC) is seeking a firm to provide maintenance of mechanical, electrical, fire alarm, fire protection, automatic temperature control, and building automation systems for its Central Administration Building, Transcore Building, Turnpike Industrial Park Building, TIP Maintenance Building, and the Steelton Warehouse. The Contractor recognizes that the reliability of the facilities is imperative to the Commission's operation and therefore possesses the skills required to support the needs of the facilities. The Contractor will provide critical support and maintenance at these facilities to support a 24 hour, 7 days a week operational requirement.

#### IV-2. Scope of the Project.

##### a. Building Descriptions.

The **Central Administration Building (CAB)** serves as the central office for the administration of the PTC. The building includes open office spaces, individual office spaces, and specialized areas for dining, document reproduction, and training. The building is a four-story structure that includes 162,000 SF. It is located at 700 S. Eisenhower Blvd in Lower Swatara Township.

The **Transcore Building** serves as the central office for the contractor that maintains the toll, tower, radio, and call box equipment for the PTC. The building is a one-story structure that includes 1,750 SF. The building includes office spaces and areas for equipment storage and repair. It is located on the east side of the CAB in the lower parking lot.

The **Turnpike Industrial Park (TIP) Building** serves as the main data center for the PTC. Other functions, such as a Communications Center, are also planned for the TIP Building. The building includes open office spaces, individual office spaces, and specialized areas for the data center and building systems. The building is a one-story structure that includes 104,000 SF. The building underwent a large-scale renovation project, which was completed in November 2010, to convert the building to a tier-3 data center. It is located at 2850 Turnpike Industrial Drive in Lower Swatara Township.

The **TIP Maintenance Building** serves as a maintenance garage and repair shop for the TIP Building. The building is a one-story structure that includes 1,500 SF. It is located on the west side of the TIP Building.

The **Steelton Warehouse** serves as a general storage building for the PTC. The building is a one-story structure that includes 14,700 SF. It is located at 2715 S. Front Street in Steelton.

##### b. Building Systems Descriptions.

The systems and equipment covered by this service contract include generally the HVAC System, Electrical System (power and control only), Automatic Temperature Control Systems (ATC), Building Automation Systems (BAS), Fire Alarm Systems, Fire Protection Systems, and the following identified sub-systems of the Plumbing System; the Domestic Hot Water System, the sewage ejector pumping system, the back flow prevention systems and the water treatment and purification systems. The following electrical/mechanical components or systems are not included in this agreement: multimedia, telephone, data, security, elevators, plumbing fixtures, HVAC/plumbing filter replacements, and lighting fixtures. Building plans are attached as

Appendix A to J for use in preparing your proposal. It is intended that the complete HVAC, electrical, automatic temperature controls, building automation systems, fire alarm, fire protection systems and the identified plumbing sub-systems will be covered in their entirety under this service agreement with the above identified exceptions. To assist the Contractor in preparing the proposals most of the major pieces of equipment that are part of these systems are included as Appendix L (PM Equipment Inventory). The equipment inventory is not intended to include all valves, piping, components and accessories but is instead intended to identify the major pieces of equipment included within the systems covered under this agreement. It is the responsibility of the Contractor to review the PM Equipment Inventory and the building plans and participate in the mandatory building walk-through prior to submitting the proposal to the PTC. Any discrepancies between the major equipment quantities shown on the two documents or identified in the mandatory building walk through should be submitted by email prior to the deadline for RFP questions.

#### **IV-3. Requirements.**

**a. Implementation.** The Contractor that is awarded the contract will have to complete implementation and be operational upon final execution of the agreement. As part of your proposal, provide a statement indicating your commitment to meet this requirement. Describe your proposed implementation plan and identify any critical milestones.

**b. Contract Manager.** The Contractor shall designate a Contract Manager who shall be the contractor's agent and primary contact for the PENNSYLVANIA TURNPIKE COMMISSION for all services under this agreement, who shall have the authority to act on behalf of and bind the contractor, and who shall be responsible for managing the buildings' mechanical, electrical, fire alarm, fire protection, automatic temperature control, and building automation systems, unless changed in writing by the PENNSYLVANIA TURNPIKE COMMISSION. The Contract Manager must be accessible at all times via cell phone, pager, email, or answering service. When the Contract Manager is not available, the Contractor shall have available one of two designated Acting Contract Manager(s) who shall assume the duties of the Contract Manager so that the maintenance and operation of the premises is supervised by the Contractor. Individuals designated as Acting Manager will be subject to approval of the PENNSYLVANIA TURNPIKE COMMISSION. The Contract Manager shall report primarily to the PENNSYLVANIA TURNPIKE COMMISSION – CAB Maintenance and Repair Manager. The Contractor shall not replace the person designated as the Contract Manager with any other person without the PENNSYLVANIA TURNPIKE COMMISSION'S prior written approval. The Contractor shall furnish the resume of their proposed Contract Manager and Acting Contract Manager(s). All costs associated the designation of a contract manager shall be included in its entirety within the service costs included in the proposal.

**c. Contractor Management and Support Staff.** The Contractor shall furnish complete management, operational, and support staff personnel from the Contractor's home office organization to support the work required in this RFP.

**d. Contractor's Guarantee.** The Contractor hereby warrants that all services rendered under this agreement shall comply with the highest standards in the building maintenance industry and warrants that all equipment, material and other goods furnished under this agreement are free from defects in design and workmanship, are merchantable and are fit for the ordinary purposes for which such materials, equipment and other goods are used. The foregoing

warranties the services performed in the event that a third party performs and/or furnishes the equipment, materials and goods. Services and goods provided which do not meet these standards will be replaced at contractor's expense. All work shall comply with all applicable state, local and federal requirements.

#### IV-4. Tasks.

**a. Preventive Maintenance and Operation.** The Contractor shall cause the equipment and systems identified in this RFP or covered in Appendix L – PM Equipment Inventory, to be maintained in the manner outlined in the Preventive Maintenance Procedures documented as Appendix K – PM Task List. The specific tasks required by equipment type are included in this Appendix. Preventive maintenance for the purposes of this RFP will include the following tasks: inspections, cleaning, testing, checks, observations, adjustments, calibration, winterizing, seasonal start ups/shut downs, and replacements of worn parts which have a standard life expectancy of less than five (5) years (as determined by the survey of the United States by ASHRAE Technical Committee TC 1.8). **Repairs and replacements for parts/equipment that have a life expectancy greater than five (5) years and have worn, failed or broken parts will be classified as Equipment Repair and/or Replacements for the purposes of this RFP.** The Contractor prior to implementing the identified maintenance procedures will review these procedures and verify consistency with the manufacturer's recommendations. The Contractor must immediately notify the PTC if any conflict exists between the maintenance requirements outlined in Appendix K – PM Task List and the manufacturer's recommendations. The cost for the preventive maintenance work will be identified separately by building as shown in the cost proposal form. The PTC will provide materials and labor to replace filters on the HVAC and plumbing systems.

Mission Critical Systems maintenance, testing, or planned repairs will be reported to and approved by the PTC CAB Maintenance and Repair Manager at least two (2) weeks prior to conducting such work. Mission critical is defined as issues related to property protection, Data Center Operations, Communications Center Operations, PBX rooms, Uninterruptible Power Supply (UPS), generator, occupied zone/area temperatures greater than 79 degrees or less than 60 degrees, or loss of power to an operational area. The PTC may require that work involving a power outage be accomplished during non-working hours.

**b. Monitoring and On Call Service.** In performance of the Services, the Contractor shall provide on-call services twenty-four (24) hours per day, seven (7) days per week as required to properly maintain the systems covered and respond to alarms or other malfunctions annunciated by pager, telephone call, or email. The Contractor will respond to alarms by telephone within 1 hour of notice and if situation requires an on-site response, will be at the facility within 4 hours. If parts or equipment are required but not in stock or readily available, equipment and parts must be delivered and installation initiated within 72 hours of initial contact/alarm.

Mission Critical Emergency service items require response by telephone within 1 hour and repair/replacement initiation within 2 hours. Mission critical is defined as issues related to property protection, Data Center Operations, Communications Center Operations, PBX rooms, Uninterruptible Power Supply (UPS), generator, occupied zone/area temperatures greater than 79 degrees or less than 60 degrees, or loss of power to an operational area. If parts or equipment are required but not in stock or readily available, equipment and parts must be delivered and installation initiated within 8 hours of initial alarm/notification. The Contractor will employ temporary measures as needed to mitigate the Mission Critical Emergency until the final repair/replacement is completed.

c. **Costs.** All costs associated with the preventive maintenance and operation, and monitoring and on call services shall be included in the service costs included in the proposal.

d. **Equipment Repair and/or Replacement.** Equipment repair and/or replacement, as defined in Section IV-4a, will be considered extra work and shall not be included in the service costs in Pricing Tables 1, 2, and 3. Pricing for labor by trade is required in Tables 4A, 4B, and 4C. The contractor shall use this pricing – and the specified markups for material, equipment, and subcontracted work – for equipment repair and/or replacement.

The Contractor shall replace or repair equipment and controls that are defective, worn, or malfunctioning. The replaced parts shall meet the requirements of the equipment manufacture and shall be replaced such that all manufacturers' warranties will be maintained.

#### **IV-5. Reports and Project Control.**

a. **Task Plan.** Provide a monthly work plan that identifies the work elements of each task, the resources assigned to the task, and the time allotted to each element and the deliverable items to be produced.

b. **Status Report.** The Contractor shall provide a log to the CAB Maintenance and Repair Manager on a quarterly basis of completed repairs, tests, and preventive maintenance service performed as part of the contract. The status reports shall be easily cross-referenced with the task plans.

c. **Problem Identification Report.** Provide “as required” reports identifying problem areas. Each report should describe the problem and its impact on the facility and on each related task. It should list possible courses of action with advantages and disadvantages of each, and include Proposer recommendations with supporting rationale.

d. **Final Report.**

Provide an overview of the services completed by building and system. Include the following items for each building system in the final report:

- (1) Summarize the location, purpose, and operation of the system.
- (2) Describe the preventive maintenance service – and major repairs, if any – that were completed
- (3) Summarize findings – and recommendations, if any – related to continuous and reliable operation.
- (4) Include all documents: warranties, operation and maintenance manuals, manufacturer and/or vendor bulletins, etc., which support reported findings.
- (5) Recommend a work plan to implement findings and improve system operation.

The final report shall be subject to the review and approval of the Issuing Office. If the Issuing Office decides the final report is unsatisfactory, furnish a revised final report within thirty (30) calendar days of receipt of comments from the Issuing Office.

# **Addendum No. 1**

RFP # 11-40130-2981

**Mechanical/Electrical Maintenance Services  
at  
Central Administration Building (CAB)  
Transcore Building (located on CAB site)  
Turnpike Industrial Park (TIP) Building  
TIP Maintenance Building (located on TIP site)  
Steelton Warehouse**

**Prospective Respondents: You are hereby notified of the following information in regard to the referenced RFP:**

## **DELETION**

**Delete the entire second paragraph of SECTION I-7 – Subcontracting** – A firm that responds to this solicitation as a prime may not be included as a designated subcontractor to another firm that responds to the same solicitation. Multiple responses under any of the foregoing situations may cause the rejection of all responses of the firm or firms involved. This does not preclude a firm from being set forth as a designated subcontractor to more than one prime contractor responding to the project advertisement.

Following are the answers to questions submitted in response to the above referenced RFP as of March 18, 2011. All of the questions have been listed verbatim, as received by the Pennsylvania Turnpike Commission.

**1. Are we to assume that tasking as listed by type of equipment in the PM Task List identical regardless of building? Or will consideration be given to the OEM recommended PM tasking specific to make model and application?**

Answer: OEM recommended PM should always be followed. The PTC PM Task List is to extend that a step further.

**2. Is any of the equipment listed in the PM Equipment Inventory covered under an extended warranty now or will be in the future? If so will that be taken into account when considering the level of service (i.e. labor and material)?**

Answer: No equipment is covered under an extended warranty.



**3. Please define system and/or equipment that will require serving beyond normal working hours (7:00 AM to 3:30 PM Monday through Friday excluding Holidays) that PTC will require as described in the last sentence of Section IV -4a.**

Answer: Any work on systems or equipment that would inhibit or compromise Turnpike Employees from performing their job functions would be equipment that would need to be serviced at non-normal working hours. PTC will work with successful vendor on issues related to scheduling work. Some flexibility may be provided at PTC's discretion. This would include but not limited to such items as electrical breakers, air handlers, fire alarm systems and sprinkler systems.

**4. PTC has proprietary Johnson Controls throughout the PTC facilities that are not being replaced under the scope of this RFP. If Johnson is bidding directly, how do other contractors fairly overcome the rules set forth in I-7 ('A firm that responds to this solicitation as a prime may not be designated subcontractor to another firm that responds to the same solicitation. Multiple responses under any of the foregoing situations may cause the rejection of all responses of the firm or firms involved.')**

Answer: See DELETION above.

All other terms, conditions and requirements of the original RFP dated February 23, 2011, remain unchanged unless modified by this Addendum.

**SIGN-IN SHEET**  
**PREPROPOSAL CONFERENCE RFP #11-40130-2981**

DATE: March, 14, 2011  
 TIME: 10:00 AM

	COMPANY NAME	REP NAME	ADDRESS	PHONE	EMAIL
1	ITC	George Whitcomb	5410 N14 Pisgah Rd, York PA 17406	717-252-4730	georgewhitcomb@itc-tyan.com
2	L+B Associates Inc.	John Givati	9891 Aspen Lane Columbia MD 21046	301-596-3440	jkivati@lbasociates.com
3	HEIM Co.	GEORGE GRABEY	1918 GREENHURD ST. HBS. RD 17104	717-233-8711	GEORGE.GRABEY@EILFIRM.COM
4	HennCo. <del>PTC</del>	Sam Doshore JKL	1918 Greenwood, st. Horsham PA 17004	717-233-8711	sdoshore@elheim.com
5	<del>PTC</del>	CHRISTINA	PTC/CAB	3920	christina@patumpike.com
6	Johnson Controls Inc	Patrick Durini	Limerick Rd. New Cumberland PA	717-498-6001	patrick.durini@jci.com
7	Johnson Controls, Inc.	Don Maravoni	195 Limerick Rd, New Cumberland PA	717-856-7591	Don.J.Maravoni@jci.com
8	LR Spinnable	John Greve	4391 HUMBERTS HILL RD, HAVERTSBURG PA	717-564-1515	john.greve@lrespinable.com
9	LR SPINDAGLE	Ron Williams	439 Humberts Hill Rd	717-564-1515	R.Williams@spinnable
10	PTC	KEITH JACK	CAB	443-3083	L JACK@PATURPIKE.COM
11	PTC	Wanda Metzger	700 SEESBROOKER BLVD N. TOWN	931-9551-4422	wmetzger@patumpike.com
12	PTC	Stephanie Newbury	" "	939-9551-4437	snewbury@patumpike.com
13	PTC	Sim Gerlach	" "	939 9551 x3662	sgerlach@patumpike.com
14					
15					

# LB&B ASSOCIATES INC.

JOHN V. CIVITELLI  
Director of Business Development

9891 Broken Land Parkway  
Suite 400  
Columbia, MD 21046

Office (301) 596-2440  
Fax (301) 596-7879  
email: jciviteli@lbbassociates.com



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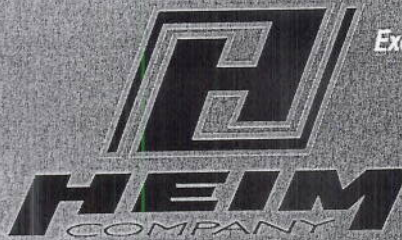
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(717) 233-8711 x 197 (main office)  
Fax (717) 909-6739 (office)  
(717) 215-1698 (cell)  
george.gracey@elheim.com  
www.elheim.com



**Patrick Durnin**  
Account Executive; Central Pennsylvania  
Building Efficiency

195 Limekiln Rd, New Cumberland, PA 17070 USA  
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john.grove@grsponaugle.com  
717.703.3320 direct

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www.grsponaugle.com