



**Pennsylvania
Convention Center**
PHILADELPHIA

AN  **MANAGED FACILITY**

**THE PENNSYLVANIA CONVENTION CENTER AUTHORITY
REQUEST FOR PROPOSALS**

For

**FULL MAINTENANCE FOR ELEVATORS AND
ESCALATORS**

**At: THE PENNSYLVANIA CONVENTION CENTER
PHILADELPHIA, PENNSYLVANIA**

Date: May 6, 2025

REQUEST FOR PROPOSALS

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SECTION I

1.0 **GENERAL INFORMATION**

1.1 **Introduction.**

a. The Pennsylvania Convention Center Authority (“PCCA” or “the Authority”) is the entity responsible for the Pennsylvania Convention Center (“Center”). PCCA is a body corporate and politic, created and existing as an agency and public instrumentality of the Commonwealth of Pennsylvania. Pursuant to that certain Management Agreement between Pennsylvania Convention Center Authority and ASM GLOBAL dated as of November 1, 2013, ASM GLOBAL is designated as the Manager of the Pennsylvania Convention Center.

The Pennsylvania Convention Center is located in Philadelphia on a site bounded by 11th, Broad, Arch and Race Streets plus the former Trainshed north of Market Street and East of 12th Street. The Center consists of approximately 2.2 million square feet including: Exhibit halls totaling 679,000 square feet of exhibit space, 2 Ballrooms (32,000 square feet and 55,400 square feet), 82 Meeting Rooms, a 34,960 Square foot Grand Hall and a 23,400 Square foot Broad St. Atrium.

b. The purpose of this Request for Proposal ("RFP"), including all exhibits, schedules, addenda, drawings, plans and specifications related hereto issued by ASM GLOBAL on behalf of the Pennsylvania Convention Center Authority (PCCA), is to solicit proposals from qualified service provider to provide Full Maintenance for Elevators and Escalators at the Center as described in this RFP.

c. The successful Proposer must demonstrate its capability to adequately meet the requirements of this RFP. This RFP contains information and requirements for the Proposer to prepare and submit proposals for Full Maintenance for Elevators and Escalators. This RFP, with any addenda, contains the only instructions governing the proposals and material to be included therein. The Proposer must be in a position to commence provision of services at the Center upon execution of a services contract. Proposals, including all documents, (hereinafter “Proposal” or “Proposal Documents”) submitted by each Proposer, should be inclusive of all services and/or equipment required, plus any additional related services and/or equipment the Proposer believes are required to ensure efficient, flexible and cost effective delivery of services. The outline of services set forth in **Sections II, III, IV and Appendix A** hereof is an outline of the scope of work required. Any change in the cost by reason of any alternative or additional services must be separately identified to the extent feasible.

d. An initial fact-finding inquiry was made of a number of vendors who provide the services described in this RFP to determine the anticipated spend associated with the contract for these services. Those vendors were given information about the building and provided the opportunity to visit the site in order to estimate pricing so the proper public procurement process could be initiated. Any information received from any vendor during the initial research process will not be considered as part of this RFP process.

1.2 Schedule. The following is the anticipated schedule in connection with this RFP. This schedule may be altered at the discretion of ASM GLOBAL or the PCCA.

Anticipated Schedule

Element	Date
RFP Posted	May 6, 2025
Register for Virtual Meeting	May 13, 2025 by 1:00 p.m.
Mandatory Pre-Proposal Virtual Meeting	May 13, 2025 at 1:00 p.m.
Site Tour	May 15, 2025 at 10:00 a.m.
Question Cut-off Date	May 28, 2025 at 12:00 p.m.
Question Response Date	June 4, 2025 by 1:00 p.m.
Proposals Due	June 18, 2025 by 1:00 p.m.
Projected Contract Commencement	January 1, 2026

2.0 PRE-SUBMISSION PROCEDURES AND REQUIREMENTS

2.1 Examination of Proposal Documents.

a. Upon receipt of the Proposal Documents, each Proposer shall examine same for missing or partially blank pages due to mechanical printing or collating errors. It shall be the Proposer's responsibility to identify and procure any missing pages from ASM GLOBAL.

b. Each Proposer shall carefully review the Proposal Documents and thoroughly familiarize itself with the requirements prior to submitting a Proposal. Prospective Proposers are invited to submit **electronic** inquiries with respect to this RFP to Michael Taylor, Purchasing Manager, Pennsylvania Convention Center, 1101 Arch Street, Philadelphia, Pennsylvania 19107 or mtaylor@paconvention.com. Answers will be posted on the Center's web site, <https://cobblestone.paconvention.com/vendorsgateway/> **Telephone inquiries will not be accepted.** All questions from Proposers must be submitted in writing to Mike Taylor, Purchasing Manager as indicated above.

2.2 Pre-Proposal Conference. A mandatory **Pre-Proposal Virtual Meeting** will be held on Tuesday, May 13, 2025 at 1:00 p.m. Please provide contact information, email address for attendees to Michael Taylor, mtaylor@paconvention.com. Site tour is scheduled for Thursday, May 15, 2025 at 10 a.m. **All Proposers must attend the Pre-Proposal Virtual Meeting.**

2.3 Addenda. Changes, corrections or additions may be made in the Proposal Documents after they have been issued. In such case, a written addendum or addenda ("Addendum" or "Addenda") describing the change(s), correction(s) or addition(s) will be issued to each Proposer who provided written notice to ASM GLOBAL of its mailing address at the Pre-Proposal Conference. Such Addendum or Addenda shall become part of the Proposal Documents. Each Proposer shall acknowledge receipt of all Addenda in its Proposal. No oral communications, rulings or interpretations will be held binding upon ASM GLOBAL or the PCCA.

3.0 SUBMITTAL PROCEDURES AND REQUIREMENTS

3.1 Compliance with the RFP.

a. Each Proposer is required to submit a complete written Proposal and to attest to the accuracy and completeness of its Proposal. In all respects, the Proposers shall comply with the instructions and the stipulations of this RFP in the preparation and submission of Proposals. Proposals **must** be signed by a duly authorized person, partner or officer of the Proposer, as applicable, and evidence of such authorization must be included with the Proposal. The Proposer's legal name and form of entity must be fully stated.

b. Where permitted by this RFP, the Proposer must specifically identify and fully explain in the Proposal any exceptions to or deviations from the requirements of this RFP.

c. Failure to comply with the requirements of this RFP may render the Proposal, at the sole discretion of ASM GLOBAL, as unresponsive or otherwise unacceptable and may result in disqualification and the elimination of the Proposer from subsequent consideration.

3.2 Proposer Affiliations and Subcontractors.

a. Each Proposer must disclose in its Proposal any relationship between the Proposer and any entity that has a contractual relationship with ASM GLOBAL or the PCCA.

b. Any services proposed by the Proposer that will be performed in whole or in part by outside parties, third-party contractors, affiliates, or subcontractors of the Proposer if permitted by ASM GLOBAL, must be specifically identified in the Proposal and the business relationship between the Proposer and such third parties must be explained in the Proposal. Nothing contained herein or in the Contract shall be construed to impose any obligation on the part of ASM GLOBAL or the PCCA to any outside party, third-party contractor, affiliate, or subcontractor of the Proposer.

3.3 Proposals.

a. Each Proposer is required to submit a complete written Proposal by the specified time herein. **Late Proposals will not be considered.**

b. In all respects, the Proposers shall comply with the instructions and the stipulations of this RFP in the preparation and submission of Proposals. Oral or telephone Proposals or unsolicited modifications to Proposals will not be considered.

c. Proposals must be accompanied by a transmittal letter:

1). The transmittal letter must be on an official business letterhead of the Proposer and signed by a duly authorized person, partner or officer of the Proposer, as applicable, and evidence of such authorization must be included with the Proposal. The Proposer's legal name and form of entity must be fully stated.

2). The transmittal letter must include at a minimum:

(i.) identification of the person who will serve as the primary contact for ASM GLOBAL with respect to the Proposal, and shall include the person's title, address, telephone and fax numbers, and e-mail addresses;

(ii.) certification that the Proposer is not currently under suspension or disbarment by the Commonwealth of Pennsylvania or any other state or federal government; and

(iii.) acknowledgment of receipt by the Proposer of any RFP Addenda or Amendments as required by Section 2.3.

d. Proposals must be submitted in five (5) separate hard-copies provided for in separate bound materials as described in Section 3.4 below. Additionally, proposals should also be submitted electronically on a disk or flash drive.

3.4 Submission of Proposals; Deadline

a. Proposal must be submitted to the following address:

Pennsylvania Convention Center
Attn: Michael Taylor, Purchasing Manager
One Convention Center Place
1101 Arch Street
Philadelphia, Pennsylvania 19107

b. **Proposals must be received at the address in Section 3.4(a) above no later than 1:00 PM (EST) on Wednesday, June 18, 2025. Proposers should allow sufficient delivery time to ensure receipt of their Proposals prior to the date and time fixed for the acceptance of the Proposals. Proposals received after this time may be rejected.**

c. Each Proposer shall identify its Proposal on the outside of the envelope by writing the words: **"Full Maintenance for Elevators and Escalators at the Pennsylvania Convention Center."**

d. Each Proposal must be provided in a single package with three components. Each component shall be included in the package in a separate sealed envelope with the proper identification of the component both inside and out. The components are:

- (i.) Technical Portion - **No cost information may appear in this portion.**
- (ii.) Anti-Discrimination Response Portion
- (iii.) Cost/Price Portion

3.5 Term of Proposal. Proposals shall remain open for acceptance and be irrevocable for a period of one hundred eighty (180) calendar days after the deadline for submission of Proposals specified in Section 3.4(b) hereof.

3.6 Withdrawal of Proposals. Proposals may only be withdrawn on written request received from Proposers prior to the time fixed herein for submission of Proposals. This will not preclude the submission of another Proposal by such Proposer prior to such deadline.

3.7 Ownership and Non-Confidentiality of Proposals. All Proposals submitted in response to this RFP will become the property of ASM GLOBAL and will not be returned. The contents of all Proposals are a matter of public record.

3.8 Effect of Submission. Submission of a Proposal shall constitute agreement by the Proposer to all of the terms incorporated in the Proposal Documents. By submission of a Proposal, the Proposer is representing and warranting that (i) the information contained in its Proposal is complete and accurate and that such information shall continue to be complete and accurate at all times, and (ii) the delivery of the products and services specified in this RFP and the Proposal shall in no way obligate ASM GLOBAL or the PCCA to pay any additional costs to the Proposer for the provision of such products and services, other than as included in the executed Contract.

3.9 Term. The PCCA desires to enter into a three (3) year contract with the option for two (2) one year renewal terms.

3.10 Confidentiality. All data contained in the documents and/or files supplied by ASM GLOBAL and the PCCA during the RFP process or after the execution of the Contract to be awarded pursuant hereto are to be considered confidential and shall be solely for the use of the requesting Proposer. The Proposer will be required to use reasonable care to protect the confidentiality of any data.

3.11 Delivery Responsibilities. The designated Proposer will be required to assume sole responsibility for the delivery of services. The Proposer may not assign or subcontract any of its responsibilities under the Proposal or the Contract except to the extent specifically provided herein or in the Contract.

3.12 Interpretation. Should any question arise as to the proper interpretation of the terms and conditions of the Proposal Documents, the decision of ASM GLOBAL and the PCCA shall be final.

(i) Unless a contrary meaning is specifically noted elsewhere, the words “as required,” “as directed,” “as permitted” and similar words used in the RFP mean that requirements, directions of and permission of the ASM GLOBAL and the Authority are intended; similarly, the words “approved,” “acceptable,” “satisfactory” or words of like import mean “approved by,” “acceptable to” or “satisfactory to” ASM GLOBAL and the Authority. Words “necessary,” “proper” or words of like import as used with respect to extent, conduct or character of services specified shall mean that the services must be conducted in a manner or be of character which is “necessary” or “proper” in the option of ASM GLOBAL and the Authority.

(ii) Unless a contrary meaning is specifically noted elsewhere, the words “approved,” “reasonable,” “suitable,” “acceptable,” “properly,” “satisfactory” or words of like effect and import used in the RFP mean reasonable, suitable, acceptable, proper or satisfactory in the judgment of ASM GLOBAL and the Authority.

(iii) Responsiveness is determined by ASM GLOBAL and the Authority and relates to compliance with the provisions of the solicitation, including specifications, and contractual terms and conditions. Absolute or precise conformity is not required. The rule is that conformity in material respects, that is, substantial compliance suffices.

(iv) Responsibility is determined by ASM GLOBAL and the Authority and relates primarily to the ability of a Proposer to successfully carry out a proposed contract, and whether it has the character, reputation, and integrity to receive an award. Other considerations bearing on a determination of responsibility can include experience, past performance, business and financial capabilities, skills, technical organization and reliability. Some of the mechanisms

available to measure a Proposer's responsibility are the utilization of reference checks, and vendor performance on previous contracts.

3.13 Anti-Collusion. The Proposer, by signing its Proposal, does warrant and represent that its Proposal has not been solicited, secured or prepared directly or indirectly, in a manner contrary to the laws of the Commonwealth of Pennsylvania, and that said laws have not been violated as they relate to the procurement or performance of the Contract to be awarded pursuant to the process described in this RFP by any conduct, including the payment or giving of any fee, commission, compensation, gift, gratuity, or consideration of any kind, directly or indirectly to any ASM GLOBAL or PCCA employee, officer, or consultant.

4.0 MINIMUM CRITERIA FOR THE PROPOSER

4.1 Minimum Required Qualifications.

a. Financial Requirements. Each Proposer must supply in its Proposal documented proof of its financial condition and financial responsibility to provide the Full Maintenance for Elevators and Escalators at the Pennsylvania Convention Center. This includes providing financial statements certified by a public accountant or annual reports covering the two (2) most recent fiscal years, or other such documents that will allow ASM GLOBAL to assess the financial viability of the Proposer. Financial statements should include a detailed Balance Sheet, a detailed Profit & Loss statement and a detailed Cash Flow statement. ASM GLOBAL, at its discretion, may request the Proposer to provide such additional financial information as ASM GLOBAL, in its discretion, deems necessary to establish the financial responsibility of the Proposer.

b. Insurance Requirements. Proposer must provide and maintain during the term of any contract with ASM GLOBAL or the PCCA, appropriate insurance coverages in the limits required by ASM GLOBAL and the PCCA and in accordance with the law. The requisite insurance coverages include at a minimum, workers compensation insurance, general liability insurance, automobile liability insurance and excess liability insurance.

c. Licensing Requirements. Proposer must be legally licensed to operate under all applicable laws of the Commonwealth of Pennsylvania and the City of Philadelphia. Proposers which are corporations, or that are individuals or firms doing business under fictitious names, must supply, in their Proposals, documented proof that they have registered with and obtained a certificate from the Secretary of the Commonwealth authorizing them to do business in this Commonwealth and confirming that they are in good standing. Proposers must also supply in the Proposals, documented proof that they have obtained from the City of Philadelphia the appropriate license(s) for conducting business in Philadelphia. If the foregoing proof is not available at the time of submission of the Proposals, the Proposer must, at a minimum, provide evidence that it has applied for such certificates and license(s) and, at the option of ASM GLOBAL, will be required to produce such certificates and licenses prior to execution of the Contract.

d. References/Credentials. Each Proposer shall provide ASM GLOBAL with a minimum of three (3) written references from current or prior customers of the Proposer.

4.2 Diversity, Inclusion & Anti-Discrimination Compliance.

(i.) Diversity, Inclusion & Anti-Discrimination Policy. The Pennsylvania Convention Center has instituted an anti-discrimination policy to prevent discrimination against minorities and females in all subcontracting and employment opportunities and to ensure that minorities and females have an equal opportunity to participate in all contracts let for the operation, and maintenance of the Convention Center. A copy of the Anti-Discrimination Policy as **Exhibit AA** is available on the website (<https://cobblestone.paconvention.com/vendorsgateway/>).

(ii.) Diversity, Inclusion & Anti-Discrimination Implementation Plan. All Proposers are required to make their best efforts to achieve minority and female participation in subcontracting and employment opportunities at substantial and meaningful levels. Each Proposer must submit an anti-discrimination plan specific to the delivery of services described in this RFP. The successful Proposer's anti-discrimination implementation plan will become an enforceable provision of the Contract. If the Proposer fails to detail its best efforts as required under this Section, the Proposal may be deemed non-responsive and may be rejected. Please follow the directions in connection with completing the Anti-Discrimination Implementation Plan:

a.) Proposers must provide a detailed Anti-Discrimination Implementation Plan specific to this RFP. Proposers' Anti-Discrimination Implementation Plans must include levels of minority and female-owned business participation in (i) subcontracting and (ii) workforce utilization. The Anti-Discrimination Implementation Plan must briefly describe the specific task assigned to each minority and/or female-owned business listed on the Solicitation for Participation Form, available on the website ([available on https://cobblestone.paconvention.com/vendorsgateway/](https://cobblestone.paconvention.com/vendorsgateway/)) **Exhibit BB**. Workforce utilization must indicate the employees who are minorities and/or females who will be assigned to this project and indicate their status by category, *i.e.*, management, hourly, full- time, part- time etc. Proposers' workforce utilization can be in a narrative format.

If there are any special business arrangements, *i.e.*, teaming, joint-venture and/or in-association with relationships, then an explanation of that particular arrangement must be included with the Anti-Discrimination Implementation Plan for ASM GLOBAL review and approval. The document must indicate all roles and responsibilities of all the participants to the business relationship.

b.) Solicitation & Commitment Form. Proposers must complete the Solicitation & Commitment Form. Please complete all areas that apply to the Proposer's submission. In the event that a firm(s) has more than one certification designation (Minority and Women Business Enterprise), one **must** be selected for purpose of measuring the levels of actual participation. In order to satisfactorily complete the Solicitation & Commitment Form, the following areas must be indicated; the type of work to be performed; date of solicitation or commitment; whether or not a commitment is made, ("yes" or "no"). If "yes", indicate the amount in dollars and the percentage. If "no" commitment is made, please provide an explanation. Provide copies of all certifications of all firms listed on the Solicitation & Commitment Form.

c.) Best Efforts. Proposers must demonstrate, in writing, that it took reasonable steps to obtain representation of minority and female-owned businesses and/or vendors to assure equal opportunity, even if the efforts were ultimately unsuccessful.

Proposers must provide evidence (a written description with supporting documentation) that it utilized its best efforts to include minority and female-owned business participation in every phase of this RFP. Evidence of “best efforts” are the following:

- 1) Providing copies of advertising in general media, trade association publications, and minority-focused media concerning subcontracting opportunities.
- 2) Participating in conferences and seminars specifically for the promotion of the anti-discrimination portion of the project.
- 3) The timely notification of minority and female-owned business enterprises and solicitation of their participation on this project.
- 4) Providing sufficient information about plans, specifications and requirements of the project to interested minority and female-owned businesses.
- 5) Providing evidence of reasonable efforts to negotiate with minority and female-owned businesses to provide specific services and/or goods and supplies.

Proposers must comply with the aforementioned Anti-Discrimination requirements in order for their Proposals to be considered and/or deemed accepted “best efforts.” The Best and Good Faith Efforts Form is available on the website (<https://cobblestone.paconvention.com/vendorgateway/>) as **Exhibit CC**.

5.0 PROPOSAL EVALUATION AND AWARD OF CONTRACT

5.1 Evaluation Criteria.

a. ASM GLOBAL and the PCCA, *in its sole discretion*, will use a variety of criteria, including, without limitation, the following criteria, which are not necessarily listed in order of importance, to evaluate the Proposals received:

- i) General feasibility, effectiveness and clarity of the Proposal and its responsiveness to the RFP requirements.
- ii) Proposer's demonstrated experience in delivering the required services.
- iii) Proposer's organizational resources, depth of resources, and financial stability and capability.
- iv) Creative or innovative and cost effective approach to service delivery, pricing, and compensation.
- v) Initial pricing, pricing for each year of the term of the contract, and overall economic advantages.
- vi) Evidence of Proposer's service reliability, customer support, and on-time delivery of services.
- vii) Proposer's compliance with the PCCA's Anti-Discrimination Policy.

viii) Implementation capabilities.

b. ASM GLOBAL and the PCCA may, *in its sole discretion*, after full and careful consideration, accept the Proposal which best meets the requirements. ASM GLOBAL is not required to make its selection based solely upon the lowest proposed pricing schedule.

5.2 Evaluation Process. Upon receipt of the Proposals, ASM GLOBAL and the PCCA may short-list the Proposers based on evaluation criteria including, but not limited to, that cited in Section 5.1 of this RFP. ASM GLOBAL reserves the right to then interview each of the short-listed Proposers and may require presentations to be made by such Proposers. The proposal review and selection process is as follows:

Step One – Receipt of RFP’s. RFP’s from Proposers will be received at the location on the day and at the time indicated in this RFP.

Step Two – Technical, Financial, and Anti-Discrimination Review. ASM GLOBAL will initially review and evaluate the Technical Submittals, Financial Documents, and Anti-Discrimination Responses. ASM GLOBAL and the PCCA may require all or some Proposers participate in an oral interview during this initial process. The general purpose of this session is to clarify specific aspects of the above submittals. Although the oral interview itself will not be a basis for award; responses provided in the interview will be considered. Absence of an interview does not indicate lack of interest in a proposal.

Step Three – Shortlist. ASM GLOBAL and the PCCA will evaluate all proposals on the basis of technical merit and Anti-Discrimination response. ASM GLOBAL and the PCCA will evaluate whether the technical portion of the Proposal provides the details of the necessary technical and personnel support, and the manner in which it will fully implement and satisfy all requirements of the Project. ASM GLOBAL and the PCCA will also evaluate whether the Proposer’s Anti-Discrimination Plan achieves minority and female participation in subcontracting and employment opportunities at substantial and meaningful levels and whether Proposer’s satisfactorily demonstrated their best efforts as described in the Anti-Discrimination Policy. ASM GLOBAL will notify selected Proposers in writing of its selection for further consideration of their proposal.

Step Four – Presentations of Shortlisted Proposers. Selected Proposers will be requested to participate in a meeting with ASM GLOBAL. The agenda will provide for a presentation by the Proposer a question and answer period. ASM GLOBAL does not require or expect the Proposers provide elaborate presentations or add information beyond their initial proposal. ASM GLOBAL may request Proposers explain the basis of their cost/pricing for proposal.

Step Five – Cost Review. ASM GLOBAL will review all the Shortlisted proposals and select the Proposers that it considers in its best interest. During the ASM GLOBAL deliberations, ASM GLOBAL may request further information from Proposers. Where similar Proposals come from several Proposers, ASM GLOBAL may decide to engage in negotiations with only one, several or all Proposers submitting similar Proposals. The cost/price portion of the Proposal will be evaluated separately. It will be utilized to evaluate the Proposer’s understanding of the requirements of the RFP and to determine the most probable cost. The cost/price portion will be evaluated for reasonableness and completeness. The Proposers’ proposed total estimated cost/price shall not be controlling

in the selection of the Proposer with which ASM GLOBAL will negotiate a contract for the services described in this RFP. ASM GLOBAL and the PCCA will evaluate the reasonableness of each Proposer's cost/price Proposal, determine whether the proposed cost/price is consistent with the proposed technical approach and indicates a clear understanding of a sound approach to satisfying the requirements in the scope of services set forth in Section.

Step Six – Negotiation. ASM GLOBAL may undertake negotiations with several Proposers for similar or different Proposals. In either case, ASM GLOBAL may request "final and best offers". Based upon these negotiations, ASM GLOBAL will offer a "Notice of Award" to selected Proposer(s) for the services described herein.

Step Seven – Award of Contract. Upon the completion of the negotiations ASM GLOBAL and the PCCA at their sole discretion may award Contracts for the services described herein.

5.3 Rights and Options of ASM GLOBAL. ASM GLOBAL and the PCCA reserves and may exercise one or more of the following rights and options with respect to this RFP:

- a. To reject any and all Proposals.
- b. To elect to award certain parts of the Scope of Services, to separate proposers or to award the entire Scope of Services to one proposer as ASM GLOBAL deems necessary.
- c. **To use criteria other than price in determining the Proposer(s) with which it will contract.**
- d. To supplement, amend or otherwise modify this RFP.
- e. To cancel this RFP with or without the substitution of another RFP.
- f. To issue additional or subsequent solicitations for Proposals.
- g. To conduct investigations with respect to the qualifications of any Proposer.
- h. To change any time for performance set forth in this RFP.
- i. To waive any non-compliance of any Proposal with the requirements of this RFP.
- j. To permit any Proposer to supplement, amend or otherwise modify its Proposal.
- k. To supplement, amend or otherwise modify the terms of any proposed form of Contract which may be submitted by ASM GLOBAL to any Proposer.
- l. To negotiate an ECM with one or more than one Proposer.

5.4 Request for Additional Information. Proposers shall furnish such additional information as ASM GLOBAL may request in connection with its evaluation of the Proposals.

5.5 Acceptance or Rejection of Proposals.

a. ASM GLOBAL and the PCCA reserves the right to reject any or all Proposals and to seek additional Proposals, if such action is in the best interest of ASM GLOBAL and the PCCA.

ASM GLOBAL reserves the right to waive any informalities and technicalities in the Proposal process.

b. If for any reason whatsoever, ASM GLOBAL rejects a Proposal, the Proposer agrees that it will not seek to recover lost profits on work not performed nor will it seek to recover its Proposal preparation costs. By submitting its Proposal, the Proposer expressly states that it intends to be legally bound and accepts the limitation of remedies set forth in this Section.

5.6 Contract Award.

a. After ASM GLOBAL has selected a Proposer as a result of the aforesaid evaluation process, the successful Proposer shall be required to execute a Contract with the PCCA. ASM GLOBAL reserves the right to modify, amend and supplement any proposed form of Contract submitted by ASM GLOBAL to any Proposer, in any manner it deems appropriate. The terms of the Proposal of the designated Proposer, to the extent accepted by ASM GLOBAL, shall be incorporated into the Contract. ASM GLOBAL and the PCCA reserve the right to revoke the designation of a Proposer as the designated Proposer at any time prior to execution of the Contract by the Proposer and the PCCA and in the form approved by the PCCA.

b. The contents of the Proposal of the selected Proposer and the RFP will become contractual obligations upon execution of a contract; provided however, that the terms of any such contract shall supersede the provisions of the Proposal and the RFP to the extent the terms of the contract are inconsistent with the terms of the Proposal or RFP. In the event that either the designated Proposer does not execute the Contract as herein required or ASM GLOBAL has revoked the designation of a particular Proposer as the designated Proposer, ASM GLOBAL and the PCCA, may enter into negotiations with one or more of the other Proposers or may solicit new Proposals.

c. At or prior to delivery of the signed Contract, the designated Proposer shall deliver to ASM GLOBAL the policies of insurance or insurance certificates as required by the Contract. All policies or certificates of insurance must be approved by ASM GLOBAL before the designated Proposer may proceed with the delivery of the contracted services.

6.0 MISCELLANEOUS

6.1 Penalty for Non-Compliance. Proposals received after submission deadline will be disqualified. Failure to comply with the requirements of this RFP may render the Proposal, at the sole discretion of ASM GLOBAL, as unresponsive or otherwise unacceptable and may result in disqualification and the elimination of the Proposer from subsequent consideration.

6.2 Handling of Proposals. All Proposals submitted in response to the RFP will become the property of ASM GLOBAL and will not be returned.

6.3 Cost Liability. ASM GLOBAL and the PCCA shall not, in any way, be responsible for any costs incurred by any Proposer in preparing, reproducing, distributing and presenting its Proposal.

6.4 Additional Clarification of Proposals. ASM GLOBAL may ask a Proposer to clarify in writing the technical or cost/price portions of the Proposer's Proposal at any time prior to the

execution of a contract. Where permitted by this RFP, the Proposer must specifically identify and fully explain in the Proposal any exceptions to or deviations from the requirements of this RFP.

6.5 Compliance with Laws, Rules, Etc. The Proposers shall comply with all federal, state, and local statutes, laws, rules, regulations, and ordinances.

6.6 Taxes.

a. PCCA is a tax-exempt entity not liable for sales tax. All price quotations for goods and services provided by the Proposer must therefore exclude sales tax charges. A tax-exempt certificate will be provided upon request.

b. The designated Proposer shall be responsible for all taxes related to the provision of goods and services pursuant to the Contract and shall apply to the respective taxing authorities for all applicable account numbers and file appropriate tax returns as required by law.

SECTION II

FULL MAINTENANCE FOR ELEVATORS AND ESCALATORS

1.1 GENERAL SCOPE OF WORK

1. Provide Full Maintenance for Elevators and Escalators at the Pennsylvania Convention Center as specified herein.
2. The initial term shall commence on January 1, 2026 and shall terminate on December 31, 2028.
3. The PCCA/ASM GLOBAL shall have the right, to renew the Agreement for two 1- year terms from and after the expiration of the Initial Term.
4. Perform full maintenance on elevator and escalator equipment at the Pennsylvania Convention Center, Reading Terminal & Headhouse as listed in Section II - Full Maintenance for Elevators and Escalators and Appendix A - Maintenance Specification by MHI Consulting.
5. Maintenance to include preventative maintenance, repairs, Commonwealth of Pennsylvania Department of Labor and Industry inspections, testing, violation repairs and equipment cleaning.
6. All Commonwealth of Pennsylvania Department of Labor and Industry violations and repairs to be corrected within 30 days pending material availability documentation.
7. All work to be performed in accordance with Manufacturer Specifications, OEM Manuals and Preventive Maintenance Control Program.
8. Coordinate schedule around Facility availability to do work.
9. Special order parts and equipment shall be available within six (6) weeks subject to parts availability documentation.
10. Provide all temporary protection for work to be completed.
11. Provide qualified on-site mechanic(s) with a minimum of forty (40) service hours per week, standard union shifts on a daily basis.
12. Contractor to provide emergency call-back service at no additional cost for passenger entrapment under sixty (60) minutes, any elevator/escalator out of service due to malfunctions.
13. Contractor shall schedule tests and coordinate activities inspections with the Commonwealth of Pennsylvania State Inspector.
14. Refer to Appendix A - Maintenance Specification by MHI Consulting for all other requirements.

1.2 ELEVATOR AND ESCALATOR EQUIPMENT SCHEDULE

Pennsylvania Convention Center – Elevators

Elevator	Type	Capacity	Comments	Age
Headhouse #1	Hydraulic/Passenger	2,500	Headhouse Level 1 to 2	1993
#13	Hydraulic/Passenger	2,000	C Hall	2022
#14	Hydraulic/Passenger	2,000	Level 1 to 2 Offices	2022
#15	Traction/Freight	12,000	A Hall	1992
#16	Traction/Freight	7,000	Hall B to Ballroom	1992
#17	Traction/Freight	7,000	Hall B to Ballroom	1992
#18	Traction/Freight	12,000	Level 1 to 2 by Shop & Hall B	1992
#19	Traction/Freight	7,000	Level 2 to Ballroom	1992
#20	Traction/Freight	7,000	Level 2 to Ballroom	1992
#21	Traction/Freight	7,000	RT to Gd. Hall	1993
#22	Hydraulic/Passenger	2,500	Level 2 to Ballroom	1992
#23	Hydraulic/Passenger	2,500	Level 2 to Ballroom	1992
#28	Traction/Freight	12,000	By Hall A to F Hall	1992
#29	Hydraulic/Passenger	5,000	Terrace to Level 2	2011
#30	Hydraulic/Passenger	5,000	Terrace to Level 2	2011
#31	Hydraulic/Passenger	5,000	Terrace to Level 2	2011
#32	Traction/Passenger	9,000	Lev. 2 to 1 Expansion	2011
#33	Traction/Passenger	9,000	Lev. 2 to 1 Expansion	2011
#34	Freight	14,000	D Hall	2011
#35	Hydraulic/Passenger	9,000	C Storage	2011
#36	Hydraulic/Passenger	9,000	C Storage	2011
#47	Traction/Freight	6,000	Reading Terminal	2002
#48	Wheelchair Lift	750	Reading Terminal	2000
#49	Lift Station	1,000	Central Storage	2025
#50	Lift Station	1,000	Central Storage	2025

Pennsylvania Convention Center – Escalators

Escalator	Capacity	Manufacturer	Comments	Age
Headhouse #2	8,000	Montgomery	To Septa	1993
Headhouse #3	8,000	Montgomery	To Septa	1993
Headhouse #4	8,000	KONE	To Grand Hall	2025
Headhouse #5	8,000	KONE	To Grand Hall	2025
#1	4,000	KONE	Tea Cups	2019
#2	4,000	KONE	Tea Cups	2019
#3	8,000	KONE	37 West	2020
#4	8,000	KONE	37 West	2020
#5	8,000	KONE	37 East	2022
#6	8,000	KONE	37 East	2022
#7	4,000	KONE	To Overlook West	2022
#8	4,000	KONE	To Overlook West	2022
#9	8,000	KONE	To 1 F Hall	2022
#10	8,000	KONE	To 1 F Hall	2022
#11	4,000	KONE	To Overlook East	2023
#12	4,000	KONE	To Overlook East	2023
#24	4,000	KONE	Grand Hall	2022
#25	4,000	KONE	Grand Hall	2022
#26	4,000	KONE	Grand Hall	2022
#27	4,000	KONE	Grand Hall	2022
#37	9,000	KONE	Lev. 2 to 1 Expansion	2011
#38	9,000	KONE	Lev. 2 to 1 Expansion	2011
#39	9,000	KONE	N. End to Broad St.	2011
#40	9,000	KONE	N. End to Broad St.	2011
#41	9,000	KONE	S. End to Broad St.	2011
#42	9,000	KONE	S. End to Broad St.	2011
#43	9,000	KONE	S. End to Terrace	2011
#44	9,000	KONE	S. End to Terrace	2011
#45	9,000	KONE	N. End to Terrace	2011
#46	9,000	KONE	N. End to Terrace	2011

SECTION III

1.1 GENERAL

1. Provide the regular maintenance mechanic with the required maintenance manuals and wiring diagrams to assure proper maintenance procedures and methods are followed.
2. Complete Contractor Safety Compliance Form information in accordance with OSHA 29 CFR General Industry Standards.
3. Provide the required number of parts cabinet to properly store “on-site: parts. The cabinets, maintenance books, wiring diagrams, etc. will be located on site at a secured location designated by the owner for the contractors use.
4. Maintain a high standard for housekeeping, cleanliness, recycling practices in accordance with building policy and where applicable use of green products.
5. Owner has the right for any unit that is suspended beyond 72 hours to impose charges deducted from the monthly invoice as follows;
 - a. The Contractor agrees that when an elevator or escalator is shut down or fails to operate, they will return the unit back into service with as little delay as possible. If any elevator or escalator is out of service for more than three (3) consecutive calendar days, unless authorized by Owner, the Contractor will be charged \$2,500.00 for each subsequent calendar day. This charge will be deducted from the next monthly payment for contractual services.
 - b. If there are more than three (3) shutdowns regarding a specific elevator or escalator within a thirty (30) day period, a \$5,000.00 penalty will be deducted from the next monthly maintenance invoice. Any additional shutdowns regarding the specific unit within the same thirty (30) day period will result an additional penalty of \$7,500.00.

1.2 INSURANCE

1. The successful contractor shall be required to obtain and maintain in force at all times during the term of the agreement as a direct cost of operation, insurance coverage as directed by the Center. The Contractor shall comply with all applicable insurance and fire prevention laws, rules, regulations and requirements of the Authority, the Commonwealth of Pennsylvania, the City of Philadelphia, and of all legally constituted insurance authorities, including, without limitation, the Authority's risk management program, policies and procedures.
 - a) At the time of the execution of this Agreement, the Contractor is to furnish and deposit with the Authority certificates of insurance respecting all required insurance coverages designated herein together with evidence that the premiums for such insurance have been paid. If the insurance coverage is

provided under a master policy, the Contractor will provide information to the Authority's insurance consultant sufficient to confirm that the Contractor has the coverages required hereunder. At least thirty (30) days prior to the expiration of any policy required under this Agreement, Contractor shall deliver to the Authority, a certificate of insurance evidencing the renewal of such policy, together with receipts for payment of the premiums required therefor. All coverages shall be issued by an insurance company authorized by law to carry on business in the State of Pennsylvania, and having an A.M. Best rating of A or better and/or which are otherwise acceptable to the Authority. Coverages are to include the following at the sole cost and expense of the Contractor:

- b) Commercial comprehensive general liability coverage with limits of liability of not less than the following for bodily injury and/or property damage and personal/advertising injury: One Million Dollars (\$1,000,000) each occurrence; Two Million Dollars (\$2,000,000) general aggregate; One Million Dollars (\$1,000,000) products/completed operations aggregate; One Million Dollars (\$1,000,000) personal and advertising injury limit.
- c) Business automobile liability coverage shall be provided with limits of not less than One Million Dollars (\$1,000,000) combined single limit per occurrence for bodily injury and/or property damage. Coverage is to include all owned, hired and non-owned automobiles.
- d) Workers' compensation for Contractor's employees with Pennsylvania statutory limits and including employer's liability with limits as follows: bodily injury by accident – Five Hundred Thousand Dollars (\$ 500,000) each accident; bodily injury by disease - Five Hundred Thousand Dollars (\$500,000) policy limit; bodily injury by disease - Five Hundred Thousand Dollars (\$500,000) each employee.
- e) Professional Liability Insurance coverage shall be maintain insurance covering losses caused by Professional Design Work that arise from the operations described under the scope of service of this Contract: Per claim: One Million Dollars (\$1,000,000) and aggregate limit One Million Dollars (\$1,000,000). If coverage is written on an Occurrence basis, coverage must be maintained for a period of at least two (2) years after final payment. If coverage is written on a Claims-made basis, the Contractor warrants that any retroactive date applicable to the coverage preceded the effective date of this contract (including design work for this contract); and that continuous coverage will be maintenance for a period of at least four (4) years after final payment to provide two (2) years of completed operations coverage and an additional two (2) years to report claims that are made.
- f) Pollution Liability Insurance coverage shall be maintain insurance covering losses caused by Pollution Conditions that arise from the operations described under the scope of service of this Contract: Per claim: One Million Dollars

(\$1,000,000) and aggregate limit One Million Dollars (\$1,000,000). If coverage is written on an Occurrence basis, coverage must be maintained for a period of at least two (2) years after final payment. If coverage is written on a Claims-made basis, the Contractor warrants that any retroactive date applicable to the coverage preceded the effective date of this contract (including design work for this contract); and that continuous coverage will be maintained for a period of at least four (4) years after final payment to provide two (2) years of completed operations coverage and an additional two (2) years to report claims that are made.

- g) Cyber Liability Insurance coverage shall be maintained insurance covering losses caused by Information and Privacy Liability that arise from the operations described under the scope of service of this Contract including while in transit or in the possession of the Third Parties hired by the Contractor (such as data back-up services). In addition, Pennsylvania Convention Center Authority shall be included as an Additional Insured for liability arising out of Contractor's acts or omissions. Loss of, Damage to or Destruction of Electronic Data provided to Contractor by Pennsylvania Convention Center Authority or its Clients arising from: 1) The unauthorized access or exceeded access to Contractor's system; or 2) Malicious code viruses, worms or malware. Electronic Business Income and Extra Expense as a result of inability to access Contractor's website or computer network due to a Cyber Attack or Unauthorized Access. Privacy Notification Expense coverage (including Credit Monitoring Expense) sublimit One Million Dollars (\$1,000,000). If coverage is written on a Claims-made basis, the Contractor warrants that any retroactive date applicable to the coverage precedes the effective date of this Contract: and that continuous coverage will be maintained for a period of at least two (2) years after final payment to report claims that are made.
- h) Umbrella excess liability coverage with limits of liability of not less than Ten Million Dollars (\$10,000,000) each occurrence and in the aggregate, where applicable, excess of the liability limits in subparagraphs (b), (c), (d), (e), (f) and (g) above.
- i) All-risk liability coverage with limits of liability of not less than One Million Dollars (\$1,000,000) each occurrence and in the aggregate, where applicable, excess of the liability limits in subparagraphs (b), (c), (d), (e), (f) and (g) above.
- j) Thirty (30) days prior written notice of cancellation, material reduction of coverage or non-renewal shall be given to the Authority.
- k) The Pennsylvania Convention Center Authority, the City of Philadelphia, ASM Global, the Commonwealth of Pennsylvania and the Market Headhouse Condominium Owners Association, shall be named as additional insureds.
- l) The Contractor is responsible for and shall require all servicemen, deliverymen, and sub-contractors to provide to it, prior to the provision of any materials or services, certificates of insurance of their comprehensive general liability, automobile liability, and workers' compensation coverages as described above

and with written notice of cancellation and waiver of subrogation in favor of the Contractor and the Authority. Also, the Contractor, and the Authority shall be named as additional insureds.

- m) Waiver of Subrogation Each of the parties hereto hereby releases the other and the other's partners, agents and employees, to the extent of each party's insurance coverage, from any and all liability for any loss or damage which may be inflicted upon the property of such party, even if such loss or damage shall be brought about by the fault or negligence of the other party, its partners, agents or employees, provided, however, that this release shall be effective only with respect to loss or damage occurring during such time as the appropriate policy of insurance shall contain a clause to the effect that this release shall not affect said policy or the right of the insured to recover thereunder. If any policy of either party does not presently contain provisions which permit such a waiver, each party agrees to obtain an endorsement to its insurance policies permitting such waiver of subrogation.

1.3 INDEMNIFICATION

Indemnification: The Contractor shall defend, indemnify, and save harmless, PCCA, ASM Global, Commonwealth of Pennsylvania, City of Philadelphia, Market Headhouse Condominium Owners Association, their Chairman, Members, Officers and employees of, from, and against all claims, suits, judgments, expense, and costs of every kind and description, by reason of injury to persons or damage to property, resulting or alleged to result from any act or omission of the Contractor or his employees or agents, including, but not limited to expenses or claims related to environment contamination, injury or clean up.

1.4 LABOR

Vendor shall provide, at its own expense, qualified, union or licensed labor in the applicable trades. Vendor, at ASM GLOBAL's request, will remove or replace any employee at our discretion.

1.5 LICENSES AND LAWS

All licenses and/or permits will be provided by the vendor.

Vendor shall at all times observe and comply with all applicable federal, state and local laws, ordinances, rules and regulations and shall indemnify, save and hold harmless, the PCCA, ASM Global, Commonwealth of Pennsylvania, City of Philadelphia, Market Headhouse Condominium Owners Association, and all of their officers, agents and employees against any and all claims or liability arising from or in connection with the violation of any such law, ordinance, rule or regulation, whether such violation is caused by Vendor, or its agents, employees, suppliers, or subcontractors.

1.6 BOND

Vendor will be required to execute a Performance and Payment Bond, in a form acceptable to the PCCA, for 100% of the total annual amount to secure the performance of all terms of the Contract; said bond to be in place upon the execution of the Contract.

1.7 RESPONSIBILITY

- a. Refer to Appendix A – Maintenance Specification by MHI Consulting.

1.8 MAINTENANCE LOG

- a. Provide an Annual maintenance check chart in the elevator machine rooms per unit.
- b. Maintain the check chart current, on the premises, and available for inspection by the owner at any time.
- c. Make all entries in ink, legibly, consecutively and without blanks.
- d. Submit monthly electronic reports to the Center of all work order activity formatted to be imported into the Center's CMMS system. All service reports must be emailed to reports@paconvention.com.

1.9 COORDINATION WITH OWNER:

- a. At the commencement of each routine maintenance inspection contact a representative specified by the owner.
- b. Discuss the operation of the equipment and take immediate action on all problems.
- c. Should a problem be of a nature that cannot be satisfactorily resolved during that visit, report back to the owner's representative explaining why it was not possible to correct the problem and when the problem will be resolved.

1.10 TIME TICKET

- a. Show on each regular maintenance time ticket the division of work and detail the portion of that division completed.
- b. Submit time ticket for each callback detailing exactly the cause and the action taken.
- c. Electronic time tickets are acceptable to be delivered within one business day to the Owner's rep. via email web access.

1.11 PERSONNEL

- a. Personnel at all times must present a neat, uniformed and professional appearance and their movement in the building is within the requirements of their work.
- b. Personnel must demonstrate a high level of customer service at all times. Also, have the ability to respond to and answer radio, text and cellular service calls while on shift and communicate service updates to the Pennsylvania Convention Center team in real time.

- c. Contractor to provide proficient, competent, trained personnel with extensive escalator troubleshooting and elevator knowledge.

1.12 REPAIRS

- a. Advise the owner at least two weeks prior to scheduled repair work, outside the regular maintenance procedures
- b. Advise the owner immediately, of any non-scheduled repair work requiring equipment to be removed from service, as mutually agreed upon by both parties.
- c. In all cases, communicate the status of repairs to the owner at the beginning and close of the normal working day.
- d. In the case of all repairs, advise and discuss with the owner the merits of continuing in overtime to completion of the repair, and proceed with such overtime work when authorized in writing by the owner
- e. Where possible, indicate the time required for completion of repairs.
- f. The Pennsylvania Convention Center reserves the right to obtain repair quotes from multiple elevator contractors.

1.13 SAFETY DEVICES

At no time permit the equipment to operate while any of the safety devices, mechanical or electrical are inoperative.

1.14 SAFETY INSPECTIONS

Carry out all instruction of the inspecting authorities within 30 days of notice of deficiency except for those items that are the responsibility of the owner and directives resulting from changes to the existing codes.

1.15 ASSISTANCE FOR INSPECTIONS

- a. Provide all necessary cooperation and assistance to allow inspections of the equipment.
- b. Provide a crew for required inspections and testing.

1.16 EQUIPMENT PERFORMANCE

- a. Refer to Appendix A – Maintenance Specification by MHI Consulting.

SECTION IV
QUOTATION SHEETS

QUOTATION SHEET

MUST INCLUDE ALL CHARGES TO BE ASSESSED

PROJECT: Full Maintenance for Elevators and Escalators

LOCATION: Pennsylvania Convention Center

RESPONDENT:

DATE DUE: June 18, 2025, by 1:00 P.M.

INSTRUCTIONS AND CONDITIONS:

Price per item includes all labor, materials, and equipment per RFP Sections I, II III & Appendix A - Hourly Rate Schedule, Pricing Matrix and Proposal Form.

Year 1 – 2026	\$ _____
Year 2 – 2027	\$ _____
Year 3 – 2028	\$ _____
Year 4 – 2029	\$ _____
Year 5 – 2030	\$ _____
Regular Hourly Rate	\$ _____
Overtime/Holiday Hourly Rate	\$ _____
Provide any discount available on service/part purchases	_____

THE PRICES INDICATED SHALL BE THE ACTUAL PRICE TO THE PCCA AND SHALL REMAIN CONSTANT AND SHALL NOT BE AFFECTED BY OUTSIDE INFLUENCES. BY SUBMITTING A RESPONSE VENDOR AGREES TO THIS.

READ ALL INSTRUCTIONS AND CONDITIONS BEFORE QUOTING.

COMPANY_____

COMPANY REP_____

PHONE_____

EMAIL_____

QUOTATION SHEET

MUST INCLUDE ALL CHARGES TO BE ASSESSED

PROJECT: Full Maintenance for Elevators and Escalators

LOCATION: Headhouse

RESPONDENT:

DATE DUE: June 18, 2025, by 1:00 P.M.

INSTRUCTIONS AND CONDITIONS:

Price Headhouse Units 2 & 3 to include all labor, materials, and equipment per RFP Sections I, II, III & Appendix A - Hourly Rate Schedule, Pricing Matrix and Proposal Form.

Year 1 – 2026	\$ _____
Year 2 – 2027	\$ _____
Year 3 – 2028	\$ _____
Year 4 – 2029	\$ _____
Year 5 - 2030	\$ _____
Regular Hourly Rate	\$ _____
Overtime/Holiday Hourly Rate	\$ _____

THE PRICES INDICATED SHALL BE THE ACTUAL PRICE TO THE PCCA AND SHALL REMAIN CONSTANT AND SHALL NOT BE AFFECTED BY OUTSIDE INFLUENCES. BY SUBMITTING A RESPONSE VENDOR AGREES TO THIS.

READ ALL INSTRUCTIONS AND CONDITIONS BEFORE QUOTING.

COMPANY_____

COMPANY REP_____

PHONE_____

EMAIL_____

QUOTATION SHEET

MUST INCLUDE ALL CHARGES TO BE ASSESSED

PROJECT: Full Maintenance for Elevators

LOCATION: Reading Terminal

RESPONDENT:

DATE DUE: June 18, 2025, by 1:00 P.M.

INSTRUCTIONS AND CONDITIONS:

Price Reading Terminal Units 47 & 48 to include all labor, materials, and equipment per Sections I, II, III & Appendix A - Hourly Rate Schedule, Pricing Matrix and Proposal Form.

Year 1 – 2026	\$	_____
Year 2 – 2027	\$	_____
Year 3 – 2028	\$	_____
Year 4 – 2029	\$	_____
Year 5 - 2030	\$	_____
Regular Hourly Rate	\$	_____
Overtime/Holiday Hourly Rate	\$	_____

THE PRICES INDICATED SHALL BE THE ACTUAL PRICE TO THE PCCA AND SHALL REMAIN CONSTANT AND SHALL NOT BE AFFECTED BY OUTSIDE INFLUENCES. BY SUBMITTING A RESPONSE VENDOR AGREES TO THIS.

READ ALL INSTRUCTIONS AND CONDITIONS BEFORE QUOTING.

COMPANY_____

COMPANY REP_____

PHONE_____

EMAIL_____