SAN DIEGO CONVENTION CENTER CORPORATION REQUEST FOR PROPOSALS

FOR

ELEVATOR AND ESCALATOR MAINTENANCE SERVICES RFP #25-1046

Issue Date: August 21, 2024 **Mandatory Pre-Bid Site Walk:** August 30, 2024 at 10:00 a.m. local time **Pre-Bid Question Deadline:** September 12, 2024 at 5:00 p.m. local time **Response to Pre-Bid Questions:** September 20, 2024 at 5:00 p.m. local time **Bid Deadline:** September 27, 2024 at 5:00 p.m. local time San Diego Convention Center Corporation Procurement Department Send bids to: robin.wied@visitsandiego.com **Bid Evaluation Period:** September 30, 2024 - October 4, 2024 **Shortlist Interviews:** October 10, 2024 – October 11, 2024 Notice of Intent to Award: October 18, 2024 **Contract Commencement:** November 1, 2024 **Procurement Contact: Robin Wied, Procurement Analyst** E-Mail: robin.wied@visitsandiego.com Phone: (619) 577-3099

Description: The San Diego Convention Center Corporation ("Corporation") is seeking proposals from qualified Contractors ("Contractor") to provide elevator and escalator maintenance services for equipment located throughout the San Diego Convention Center ("Center"). For full details of the scope of work, see Section 2 – Scope of Work. Exhibits incorporated in this RFP:

- Exhibit A Sample Contract
- Exhibit B Bid Form (Line Items)
- Exhibit C Equipment Site Map

Any addendum or exhibit that is issued for this RFP can be found at: https://visitsandiego.com/work-with-us/vendors/current-opportunities

Written questions regarding the substance of the RFP must be submitted via e-mail to the procurement contact listed above no later than the Pre-Bid Question Deadline indicated above. E-mailed Bids are due prior to the Bid Deadline indicated above and must be delivered to robin.wied@visitsandiego.com. Late bids will not be accepted – NO EXCEPTIONS.

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Section 1 – Instructions & General Conditions

- 1. **COMMUNICATIONS:** All communications, any modifications, clarifications, amendments, questions, responses or any other matters related to the Request for Proposal (RFP) must be made only through the Procurement Contact noted on the cover of this RFP, or their designee. A violation of this provision is cause for the Corporation to reject a company's bid. No contact regarding this document with other Corporation employees is permitted, and may be grounds for disqualification.
- 2. PRE-BID INFORMATION AND QUESTIONS: Each bid that is timely received will be evaluated on its merit and for completeness of all requested information. In preparing bids, Bidders are advised to rely only upon the contents of this RFP and accompanying documents and any written clarifications or addenda issued by the Corporation. If a Bidder finds a discrepancy, error, or omission in the RFP package, or requires any written addendum thereto, the Bidder is requested to notify the Procurement Contact noted on the cover of this RFP, so that written clarification may be sent to all prospective Bidders. All questions must be submitted in writing to the Procurement Contact before the Pre-Bid Question Deadline indicated on the front of this document. All answers will be issued in the form of a written addendum.
- **3. PRE-BID MEETING:** A pre-bid site walk is <u>mandatory</u> for consideration. Please <u>e-mail</u> <u>robin.wied@visitsandiego.com</u> to confirm attendance and obtain directions for the meeting location.
- **4. RFP MODIFICATIONS:** Clarifications, modifications, or amendments may be made to the RFP at any time prior to the Bid Deadline at the discretion of the Corporation. It is the Bidder's responsibility to periodically check the Corporation's website at https://visitsandiego.com/work-with-us/vendors/current-opportunities until the posted Bid Deadline to obtain any issued addenda.
- **5. BID SUBMISSION:** Submit offer on the Bid Form provided. Bidders are required to complete the entire Bid Form and supplements (if applicable).
 - a. Bids must be submitted to the Procurement Department, San Diego Convention Center Corporation, by <u>e-mail</u> to <u>robin.wied@visitsandiego.com</u>, before the date and time indicated as the deadline. It is each Bidder's sole responsibility to ensure the Procurement Department receives the bid prior to the Bid Deadline.
 - b. Submission of a bid establishes a conclusive presumption that the Bidder is thoroughly familiar with the Request for Proposal (RFP) and that the Bidder understands and agrees to abide by each and all of the stipulations and requirements contained therein.
 - c. All costs incurred in the preparation and presentation of the bid is the Bidder's sole responsibility; no pre-bid costs will be reimbursed to any Bidder. All documentation submitted with the bid will become the property of the Corporation.
 - d. Bids must be held firm for a minimum of 60 days.
- **6. EXCEPTIONS:** Bidder shall clearly identify any proposed deviations from the Scope of Work in the Request for Proposal. Each exception must be clearly defined and referenced to the proper paragraph in this RFP. The exception shall include, at a minimum, the Bidder's proposed substitute language and opinion as to why the suggested substitution will provide equivalent or better service and performance. If no exceptions are noted in the Bidder's bid, the Corporation will assume complete conformance with this specification and the successful Bidder will be required to perform accordingly. Bids not meeting all requirements may be rejected.
- 7. **DUPLICATE BIDS:** No more than one (1) bid from any Bidder, including its subsidiaries, affiliated companies, and franchises will be considered by the Corporation. In the event multiple bids are submitted in violation of this provision, the Corporation will have the right to determine which bid will

be considered, or at its sole option, reject all such multiple bids.

- **8. REJECTION:** The Corporation reserves the right to reject any or all bids, or to accept or reject any bid in part, and to waive any minor informality or irregularity in bids received if it is determined by the Director of Procurement and Contracts that the best interest of the Corporation will be served by doing so. A Bidder's failure to provide any additional information requested by the Corporation prior to a contractor selection may result in rejection of the bid. The Corporation may reject any bid from any person, firm, or corporation in arrears or in default to the Corporation on any contract, debt, or other obligation, or if the Bidder is debarred by the Corporation from consideration for a contract award.
- **9.** The Corporation reserves the right to reject all nonconforming, nonresponsive, unbalanced, or conditional Bids. Discrepancies in the multiplication of unit prices and unit prices themselves will be resolved in favor of unit price. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.
- **10. PROCUREMENT POLICY:** Procurement for the Corporation will be handled in a manner providing fair opportunity to all businesses. This will be accomplished without abrogation or sacrifice of quality and as determined to be in the best interest of the Corporation.
- 11. NON-DISCRIMINATION: Corporation will not contract with any person or firm that discriminates against employees or applicants for employment because of any factor not related to job performance. The Bidder must comply with all federal, state, and local laws and policies that prohibit discrimination in employment contracts. The Bidder must include in its subcontracts provisions that prohibit subcontractors from discriminating in their employment practices.
- **12. BIDDER EVALUATION:** The Bid will be awarded to the most responsive, responsible Bidder meeting specifications with the highest evaluation score based upon the following criteria:
 - a. Cost 30%
 - b. Maintenance Work Plan 10%
 - c. Sample Reports & Reporting Tools 10%
 - d. Comparable Accounts (similar size & complexity) 10%
 - e. Company Resume 5%
 - f. Proposed Equipment Inventory 5%
 - g. Safety Record 5%
 - h. Proposal Completion 5%
 - i. Ability to Meet Corporations Requirements 10%
 - j. Shortlist Interview (if shortlisted) 10%
- **13. CONTRACT AWARD:** The Corporation reserves the right to award by item, group of items, or total bid. The Bidder to whom the award is made will be notified at the earliest possible date. After a final award of the Contract by the Corporation, the Contractor must execute and perform said Contract. If, for any reason, a contract is not executed with the selected Bidder within fourteen (14) days after receipt of Contract, then the Corporation may recommend the award to the next qualified Bidder.
- **14. DISQUALIFICATION OF BIDDERS:** Any one or more of the following causes may be considered for the disqualification of a Bidder as non-responsible and the rejection of the Bid:
 - a. Evidence of collusion among Bidders;
 - b. Lack of competency as revealed by either financial, experience, or safety statements;

- c. Lack of responsibility as shown by past work;
- d. Uncompleted work under other contracts which in the judgment of the Corporation, might hinder or prevent the prompt completion of additional work if needed.
- **15. DISCUSSIONS:** Discussions may be conducted with responsible Bidders, in order to clarify and assure full understanding of, and conformance to, the solicitation requirements. Discussions may be conducted with Bidders who submit bids determined to be reasonably susceptible of being elected for award, but bids may be accepted without such discussions.
- **16.** Bidders shall be accorded fair and equal treatment with respect to any opportunity for discussions and revisions of bids. Such revisions may be permitted after submission and prior to award. If during discussions there is a need for any substantial clarification of or change in the RFP, the RFP shall be amended to incorporate such clarification or change. The Bidder shall reduce any substantial oral clarification of a bid in writing.
- 17. PREVAILING WAGE COMPLIANCE: The Contractor shall be fully knowledgeable of and shall comply with the provisions of the Labor Code applicable to the Work, including the general prevailing wage rate requirements, apprenticeship requirements, and requirements for subcontracts as applicable. Corporation public works projects are subject to compliance monitoring and enforcement by the Department of Industrial Relations (DIR) in accordance with Labor Code Section 1771.4(a)(1). As part of this program, contractors and subcontractors on public works projects are required to be registered with DIR in accordance with Labor Code Section 1725.5.
- **18. COMMITMENT TO USE A SKILLED AND TRAINED WORKFORCE**: Per Public Contract Code Section 2600 et seq., the Bidder shall not be prequalified and/or shortlisted unless the entity provides an enforceable commitment to the Corporation that the Bidder and its subcontractors at every tier will use a skilled and trained workforce to perform all work on the project or contract that falls within an Apprenticeable Occupation in the building and construction trades.
- 19. The Bidder, by submitting its Bid to the Corporation, agrees that if selected, it and its subcontractors at every tier will comply with the requirements of Public Contract Code Section 2602(a) and that the Bidder will provide the Corporation with evidence, on a monthly basis while the project or contract is being performed, that the Bidder and its subcontractors are complying with the requirements of Public Contract Code Section 2602(a).
- **20. SUBCONTRACTORS:** The successful Bidder must identify all subcontractor(s) regardless of the dollar amount or percentage and the services they will provide. The successful Bidder is responsible for all payments and liabilities of all subcontractor(s). Corporation reserves the right to approve or reject any proposed subcontractor. If the Corporation rejects any proposed subcontractor, the successful Bidder shall be responsible to assume the proposed subcontractor's responsibilities. The successful Bidder may propose another subcontractor if it does not jeopardize the effectiveness or efficiency of the contract.
- **21.** Nothing contained in the RFP or in the contract shall create or be construed as creating any contractual relationship between subcontractor and the Corporation. The Contract will not be assignable to any other business entity without the Corporation's approval.
- **22. INSURANCE REQUIREMENTS:** At all times during the term of the contract, the Contractor shall maintain, at their sole expense, insurance coverage for the Contractor, its employees, officers and independent contractors, as follows:

TYPE OF INSURANCE MINIMUM ACCEPTABLE LIMITS OF LIABILITY

1. Workers Compensation Statutory

2. Employers Liability

 A. Each Accident
 \$2,000,000.00

 B. Each Employee-disease
 \$2,000,000.00

C. Policy Aggregate-disease

\$2,000,000.00

3. Commercial General Liability

A. Per Occurrence \$2,000,000.00

4. Business Auto Liability \$2,000,000.00

San Diego Convention Center Corporation, Inc., City of San Diego, San Diego Unified Port District, and the members, officers, directors, agents and employees of each of these three entities shall be named as additional insured.

- **23. DISCLOSURE OF CONTENTS:** All information provided in the bid shall be held in confidence and shall not be revealed or discussed with competitors or the general public, until after award of the contract except as provided by law or court decision.
- **24.** Bidders must make no other distribution of the bids other than authorized by this RFP. A Bidder who shares cost information contained in its bid with other Corporation personnel or competing Bidder's personnel shall be subject to disqualification.
- **25. PUBLIC DISCLOSURE:** Bids are subject to public disclosure after the deadline for submission in accordance with applicable law.
- 26. CONTRACT COMMENCEMENT: Commencement of a contract shall not begin prior to all necessary Corporation approvals, including Corporation's Board of Directors approval where required, and subsequent execution of the Corporation's Contract. Commencement of a contract without these approvals is solely at the Bidder's own risk and is likely to result in no payment for services performed or goods received.
- **27. CHANGE ORDERS:** In the event Corporation determines to change the SOW to either delete or add work to be performed by Contractor or the materials to be provided for the SOW, Contractor shall prepare a change order. Corporation shall have the right to approve or disapprove the change order. Change orders submitted by Contractor shall not exceed a markup percentage of Ten Percent (10%).
- 28. COOPERATIVE CONTRACT PRICING: Corporation qualifies for local government cooperative contract pricing. Contractor shall indicate if cooperative contract pricing is being used under Section 3 Bid Form: Exclusions and Clarifications.

29. CONTRACTOR REQUIREMENTS:

| | Requirement Type | Required For This Project |
|----|--|----------------------------|
| 1. | Contractors State License Board (CSLB) License | Yes |
| | Appropriate License Classification(s) | C-11 (Elevator Contractor) |
| 2. | Registration with Department of Industrial Relations | Yes |
| | (DIR) as a Public Works Contractor | 165 |
| 3. | California Prevailing Wage | Yes |
| 4. | Bid Bond | No |
| 5. | Performance Bond | No |
| 6. | Payment Bond | No |

Section 2 – Scope of Work to Follow

Section 2 – Scope of Work

1.0 OVERVIEW: The San Diego Convention Center Corporation ("Corporation") is seeking proposals from qualified Contractor's ("Contractor") to provide elevator and escalator maintenance services for equipment located throughout the San Diego Convention Center ("Center").

1.1 SCOPE OF WORK:

1. Equipment List. Corporation owns the following listed equipment ("Equipment") for which Contractor shall provide a continuing system of full preventative and routine maintenance, including the services for the Equipment located at the Center. Performance specifications for each item of Equipment are referenced below:

A. <u>Elevators – West Building (Original Center)</u>.

| Unit | Make | Туре | Capacity | Stops | Location | Controls | Measurements |
|------|----------------------|----------|----------|-------|-------------------|-------------|----------------------------|
| Α | Montgomery-Passenger | Hydro | 3,500 | 3 | P1-P2-Marriott | Rescue-Pak | 4'5"W X 5'2"L X 7'6"H |
| В | Montgomery-Passenger | Hydro | 2,500 | 3 | Executive Office | Rescue-Pak | 6'8"W X 4'0"L X 7'6" H |
| С | Montgomery-Passenger | Hydro | 3,500 | 3 | Driveway "B" | Rescue-Pak | 6'8"W X 5'3"L X 7'6" H |
| F | Montgomery-Passenger | Hydro | 3,500 | 3 | Driveway "C" | Rescue-Pak | 6'8"W X 5'3"L X 7'6" H |
| G | Montgomery-Passenger | Hydro | 2,500 | 2 | Glass Lobby "B" | Emer. Power | 5'8"W X 5'3"L X 7'6" H |
| 1 | Montgomery-Passenger | Hydro | 2,500 | 2 | Bayside Lobby | Rescue-Pak | 5'8"W X 5'3"L X 7'6" H |
| J | Montgomery-Passenger | Hydro | 2,500 | 2 | Marriott Pro-Shop | Rescue-Pak | 6'8"W X 4'0"L X 7'6" H |
| K | Montgomery-Freight | Hydro | 5,000 | 3 | Legal-Accounting | Rescue-Pak | 8'2"W X 8'6"L X 9'0"H |
| L | Montgomery-Freight | Hydro | 5,000 | 3 | Legal-Accounting | Rescue-Pak | 8'2"W X 8'6"L X 9'0"H |
| М | Montgomery-Freight | Hydro | 5,000 | 3 | Legal-Accounting | Rescue-Pak | 8'2"W X 8'6"L X 9'0"H |
| N | Montgomery-Freight | Traction | 20,000 | 4 | Loading Dock 28 | Emer. Power | 11'8"W X 23'10"L X 9'11" H |
| 0 | Montgomery-Freight | Hydro | 20,000 | 3 | Loading Dock 29 | Rescue-Pak | 11'8"W X 23'10"L X 9'11" H |
| Р | Montgomery-Passenger | Hydro | 2,500 | 2 | Anchor | Rescue-Pak | 6'8"W X 4'0"L X 7'7" H |
| Q | Montgomery-Passenger | Hydro | 2,000 | 2 | Bayside-Terrace | Rescue-Pak | 5'8"W X 5'2"L X 7'7" H |

Please Note: Elevators D, E, and H are no longer in service and not referenced above.

B. <u>Elevators East Building (Center Expansion)</u>.

| Unit | Make | Туре | Capacity | Stops | Location | Controls | Measurements |
|------|------------------------|----------|----------|-------|-------------------------------|-------------|--------------------------|
| 1 | Kone-Passenger | Hydro | 3,500 | 3 | Administration Offices | Power-vator | 6'8"W X 5'5"L X 7'6" H |
| 2 | Kone-Passenger | Hydro | 3,500 | 3 | Lobby "H" | Power-vator | 6'8"W X 6'5"L X 7'6" H |
| 3 | Kone-Freight | Hydro | 20,000 | 3 | Near Loading Dock 34 | Rescue-Pak | 9'8"W X 24'0"L X 10'0" H |
| 4 | Kone-Freight | Hydro | 10,000 | 3 | Near Loading Dock 33 | Rescue-Pak | 9'8"W X 13'10"L X 10'0"H |
| 5 | Kone-Freight | Traction | 10,000 | 3 | Near Loading Dock 35 | Emer. Power | 9'8"W X 13'10"L X 10'0"H |
| 6 | Kone-Passenger (Glass) | Hydro | 3,500 | 2 | Skywalk Public Access | Power-vator | 7'0"W X 4'7"L X 8'0'H |
| 7 | Kone-Passenger (Glass) | Hydro | 3,500 | 2 | Near Room 28 UL Outside | Power-vator | 6'8" W X 5'4" L X 8'4" H |
| 8 | Otis (Inclined) | Hydro | 3,000 | 2 | Grand Stairs Public Access | - | 6'8"W X 5'4"L X 7'6" H |

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C. <u>Escalators - West Building (Original Center)</u>.

| Unit # | Make | Capacity | Stops | Location | Steps | Measurements |
|--------|----------------------|----------|-------|-----------------------|-------|----------------|
| 1 | Montgomery-Escalator | 16,594 | 40' | Lobby "B" North | 139 | Speed = 90 fmp |
| 2 | Montgomery-Escalator | 16,594 | 40' | Lobby "B" South | 139 | Speed = 90 fmp |
| 3 | Montgomery-Escalator | 16,594 | 40' | Lobby "C" North | 139 | Speed = 90 fmp |
| 4 | Montgomery-Escalator | 16,594 | 40' | Lobby "C" South | 139 | Speed = 90 fmp |
| 5 | Montgomery-Escalator | 8,946 | 20' | Bayside Lobby GL West | 79 | Speed = 90 fmp |
| 6 | Montgomery-Escalator | 8,946 | 20' | Bayside Lobby GL East | 79 | Speed = 90 fmp |
| 7 | Montgomery-Escalator | 8,946 | 20' | Bayside Lobby UL West | 79 | Speed = 90 fmp |
| 8 | Montgomery-Escalator | 8,946 | 20' | Bayside Lobby UL East | 79 | Speed = 90 fmp |

D. Escalators - East Building (Center Expansion).

| Unit # | Make | Capacity | Stops | Location | Steps | Measurements |
|--------|----------------|----------|-------|------------------|-------|-----------------|
| 9 | Kone-Escalator | 11,639 | 40' | Lobby "D" North | 139 | Speed = 100 fmp |
| 10 | Kone-Escalator | 11,639 | 40' | Lobby "D" Center | 139 | Speed = 100 fmp |
| 11 | Kone-Escalator | 11,639 | 40' | Lobby "D" South | 139 | Speed = 100 fmp |
| 12 | Kone-Escalator | 11,639 | 40' | Lobby "G" North | 139 | Speed = 100 fmp |
| 13 | Kone-Escalator | 11,639 | 40' | Lobby "G" Center | 139 | Speed = 100 fmp |
| 14 | Kone-Escalator | 11,639 | 40' | Lobby "G" South | 139 | Speed = 100 fmp |

Description of Services. Contractor shall perform all services, furnish labor and materials, and provide all tools required to perform services on the Equipment in accordance with the specifications, terms and conditions set forth in this Request for Proposal, so that each item of Equipment is maintained to meet all relevant performance specification as set forth herein; and Contractor shall perform such additional work described in subsections A through J, below (collectively referred to as the "Work"):

A. <u>Service Requirements.</u>

- i. Contractor shall provide all testing, inspection, annual state inspections, annual fire testing, and maintenance services for elevators and/or escalators in accordance with good maintenance standards and manufacturers' recommendations and the Schedule of Maintenance specified below. All elevators and/or escalators shall be maintained in proper, safe and acceptable operating condition. Contractor shall use only qualified technicians and engineers under its direct employment and supervision.
- ii. No elevator or escalator shall remain in an inoperable condition for longer than forty-eight (48) hours. Should repairs require additional time, Contractor shall promptly notify Corporation Designated Representative and justify the delay of repair. Planned repairs shall be submitted in writing to and approved by the Corporation Representative seven (7) days prior to placing an elevator or escalator out of service. Emergency services are excluded from this requirement.

- iii. Contractor shall provide all testing, inspection, and reporting services in compliance with all regulations including ANSI 17.1 Safety Code for Elevators and Escalators, ASME A17.3-2023: Safety Code for Existing Elevators and Escalators ANSI 17.2 Inspector's Manual for Elevators and Escalators, California Administrative Code Title 8, Industrial Relations Chapter 4, Division of Industrial Safety Subchapter 6, Elevator Safety Orders, California Safety Code (Title 8), the National Electrical Code and the manufacturer's recommendations/guidelines. Contractor shall provide written test results to Corporation within fifteen (15) calendar days after completion of tests. Contractor shall provide the necessary labor in support of the annual State inspections.
- iv. Elevators provided with fire service, derailment devices, seismic switches or other special circuits shall be checked once every year or more often if required by applicable law, ordinance, or regulation, to make certain that these devices are operating correctly and as designed. Corporation Designated Representative and Contractor shall arrange for mutually acceptable dates to perform the tests. Corporation shall test the emergency power operation and, if elevator system fails, Contractor shall make corrections and retest.
- v. Work will generally be performed during normal business hours (between 7:00 a.m. and 5:00 p.m.) Monday through Friday and is not subject to overtime and/or travel time pay with the exception of Emergency and Out-of-Scope repair services. Safety and comfort of all Corporation guests and staff and security of Corporation facilities are of paramount concern, and meeting schedules of events, such as conventions, performances, and exhibitions, are of major importance to Corporation. Maintenance will be scheduled so as not to interfere with events and guests. Where applicable, all work is to be performed at times acceptable to Corporation and will be scheduled according to the use of the building to provide minimum interference to scheduled conventions and events. CONTRACTOR MUST BE PREPARED TO CEASE OPERATIONS TO ACCOMMODATE PREVIOUSLY SCHEDULED CONVENTIONS AND EVENTS.
- vi. Contractor shall be responsible for all expenditures for all repairs, replacement parts and services, regardless of the reason for the repair, replacement, or cause of the defect. However, Contractor shall not be liable for any breakage, loss or damage to the equipment or machinery, appliances, or property connected therewith, when such loss or damage is caused intentionally or as the result of a malicious act and/or misuse by a person or persons other than Contractor, its subcontractors, agents, or employees.

 Repairs, renewals, and replacements of parts shall be equal in design, workmanship, quality, finish, fit, adjustment, operation and appearance to the original installation. Replacements shall be new and genuine parts equal to those parts supplied by the manufacturer of the original equipment or its successor.
- vii. Contractor is responsible for notifying Corporation of the existence or development of any defects in, or repairs required to, the elevator and escalator equipment. Contractor shall

provide estimates of the cost to correct such defects or make the required repairs. Corporation reserves the right to make the final determination concerning the responsibility for such defects, corrections, or repairs.

- viii. Barricades: Contractor will erect barricades when a unit is removed from service.

 Barricades will be provided by Contractor, subject to approval from Corporation.
- B. <u>Emergency Repair Services</u>. Contractor shall respond to requests for emergency repair services within thirty (30) minutes. Emergency repair services are defined as entrapment, those services required to correct an inoperable or unsafe condition, which if left in such condition, may cause serious injury or damage or which causes Corporation to be in non-compliance with the American with Disabilities Act or any other Federal, State or Local requirements. Contractor shall provide a copy of its work ticket to Corporation representative at the time of service. Work ticket must include details such as name of Contractor representative, time of arrival and departure, hours worked, nature of repairs made and parts used. A copy of the work ticket must be attached to the corresponding invoice for the services. If necessary, overtime pay is allowable for Emergency Repair Services.

If Contractor does not respond to an emergency out-of-scope service request within thirty (30) minutes of the service request being placed by Corporation, Corporation shall be credited fifty percent (50%) of the out-of-scope work costs invoiced by Contractor. In the event a late arrival to the Center for out-of-scope repairs triggers overtime or double time, Contractor shall modify the invoice to reflect the charges that would have been applicable to arriving within thirty (30) minutes from the service request.

For clarity, responding to an emergency out-of-scope service request means Contractor will have a technician <u>onsite at the Center</u> troubleshooting and resolving the issues within thirty (30) minutes of the emergency out-of-scope service request.

C. <u>Cleaning Services</u>. Contractor shall clean and lubricate all equipment during maintenance visits to ensure all equipment areas are clean and free of dust and debris. Cleaning compounds, waste cloths, and other materials, are to be supplied with the understanding that the cleaning agents employed shall not be flammable or noxious. This material shall always be stored in proper containers provided by the Contractor. All waste will be discarded by Contractor in compliance with all laws and codes at Contractor's expense. All documentation on stored compounds such as Material Safety Data Sheets (SDSs) shall be supplied by Contractor upon request. All storage areas shall be kept neat and clean.

i. Escalators:

 Only one (1) escalator shall be removed from service at a time for the annual cleaning. Contractor shall schedule sufficient time for dismantling of the escalator apparatus, to include step assemblies, for a general clean down and inspection of all internal equipment as required by applicable code(s). Clean down shall include degreasing and removal of all grime from drip pans, below the moving treads, by wiping with approved solvents. Replace all minor component parts that do not require additional out of service time. Reassemble, adjust and test the Unit in accordance with the OEM design specifications and current code requirements. Removal from service shall not exceed forty-eight (48) consecutive hours. Cleaning includes the following services at minimum:

- a. Clean and fill ring gear oil bucket with proper gear oil.
- b. Lubricate and clean step chains, handrail drive chains, governor, and NRD drive chain with machine oil. Check and adjust chain tension if required
- c. Check handrail drive for slippage.
- d. Wax and clean handrail guide surface.
- e. Clean and check operation and tension of lower reversing station. Check chain tension springs, adjust tension and safety switches if required.
- f. Clean and adjust step chain novatex boards.
- g. Clean dirt deposits from step band tracks. Tighten any loose fastenings.
- h. Check operation of controller—clean and adjust as required.
- i. Check stopping distance of empty unit—clean and adjust break if required.
- j. Lubricate all step flanges.
- k. Clean oil drip pans full length of escalator.
- Grease main drive shaft bearings, bull gear bearings, upper handrail sheave bearings, lower handrail sheave bearings, lower step chain idler sprockets (also intermediate shaft bearings on units where present) with bearing grease.
- m. Clean and lubricate motor with bearing grease.

ii. Elevators:

- Only one elevator shall be removed from service at a time for the annual cleaning.
 Removal from service shall not exceed forty-eight (48) consecutive hours.
 Cleaning includes the following services at minimum:
 - a. Clean car tops and car ventilation fan.
 - b. Clean, adjust, and lubricate roller/slide guides assemblies.
 - c. Clean and/or turn undercut commutators.
 - d. Clean machine rooms.
 - e. Inspect hydraulic piston for proper functioning and oil reservoir for leakage.

iii. Machine Rooms:

- 1. Cleaning includes the following services at minimum:
 - a. Blow out rotating equipment.
 - b. Clean all controller components.
 - c. Drain and flush gear case- replace gear oil with new, clean oil.
 - d. Disassemble, clean and service brake.
 - e. Set brake spring tension per code.
 - f. Measure field and armature resistance to ground in megohms, record readings and make readily available.

g. Test overloads.

D. Out-of-Scope Repair (Non-Emergency) Services. Contractor shall supply all labor and materials necessary to provide out-of-scope repair services on an "as needed" Time and Materials basis. Out-of-scope repair services are defined as services required due to vandalism or intentional misuse by anyone other than Contractor's employees, agents, or subcontractors. Such repairs, while not fitting the definition of an "emergency", shall be responded to within three hours to prevent disruption of events or inconvenience to guests. Contractor will provide a copy of its work ticket to Corporation representative at the time of service. Work ticket must include details such as name of Contractor representative, time of arrival and departure, hours worked, nature of repairs made and parts used. A copy of the work ticket must be attached to the corresponding invoice for the services. If approved, overtime pay is allowable for Out-of-Scope (Non-Emergency) Repair Services. Contractor shall notify the Corporation Representative when vandalism or intentional misuse is suspected; special attention is required under these circumstances.

If Contractor does not respond to a non-emergency out-of-scope service request within three (3) hours of the service request being placed by Corporation, Corporation shall be credited fifty percent (50%) of the out-of-scope work costs invoiced by Contractor. In the event a late arrival to the Center for out-of-scope repairs triggers overtime or double time, Contractor shall modify the invoice to reflect the charges that would have been applicable to arriving within three (3) hours from the service request.

For clarity, responding to a non-emergency out-of-scope service request means Contractor will have a technician <u>onsite at the Center</u> troubleshooting and resolving the issues within three (3) hours of the non-emergency out-of-scope service request.

E. Products and Parts.

- i. Contractor shall maintain locally in stock, or have readily available, an adequate supply of replacement parts for the elevators and escalators as is necessary for meeting the scheduling and response time requirements of the Contract. Contractor shall verify availability of replacement parts most subject to replacement for equipment of this type and age through its inventory records.
- ii. Contractor shall use only the highest quality parts that are correctly designed and suitable in all respects for the particular elevator or escalator that is being serviced. Only genuine manufacturer replacement parts or an absolute equivalent part shall be used. Contractor shall have on hand in San Diego, within thirty (30) days after issuance of a Contract "Notice of Proceed," adequate stock of replacement parts.
- iii. Corporation shall have the right to review all Contractor inventory records as deemed necessary.

F. Inspection and Reporting.

- i. Contractor shall furnish a copy of the time ticket after each inspection, test, or maintenance action. The time ticket shall specify time spent and include detailed descriptions of services performed and parts and supplies used, if any. The time ticket shall be sent to the Corporation Representative, or designee, describing repairs or repair parts not provided that are necessary to maintain the equipment in a safe operating condition. All time tickets shall be furnished immediately following inspection and shall be fully legible to Corporation.
- ii. Contractor shall report all accidents, mishaps, and incidences to the Corporation Representative immediately.
- iii. Contractor shall maintain a complete and accurate record of all exposure data and accidents resulting in death, trauma, or occupational disease. All accidents must be reported to Corporation's Security team immediately.
- iv. Contractor shall submit a full report of the facts and extent of damages caused by Contractor's employees, agents, or subcontractors to Corporation's Representative within 24-hours of the occurrence.
- v. Activity Report: Contractor shall submit an overview of the month's routine maintenance activities identifying the overall condition of the equipment, areas of concern, problematic conditions, usage of the equipment that may reduce the longevity of major components and recommendations for any future corrective action that is outside the scope of this Agreement.
- vi. Trouble Call Report: Contractor shall submit a detailed report of all trouble calls that occurred during the month that identifies the building and equipment number, the time and nature of the call, who placed the call, the time the Contractor arrived in answer to the call, the condition of the equipment upon arrival, work performed to correct the condition and the time the Contractor departed. This report shall identify if the callback was covered under the terms of this Agreement or if it was an additional billable call.
- vii. Supervisors Reports: At the end of each six-month period, but no later than five (5) working days beyond the period, Contractor's supervisor shall submit the following information in a report to the Corporation's Representative.
 - Evaluation of the overall preventative maintenance being performed by Contractor's employees.

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- 2. Confirmation that supervisor visited each piece of equipment; reviewed machine room maintenance logs and signed such.
- 3. Report on the planned activities and schedules over the next quarter with regard to repair work that will be required causing equipment to be removed from service.
- 4. Any recommendations that will improve the overall operation or extend the remaining useful life of the equipment.
- viii. Electrical Wiring Diagrams. Contractor shall maintain the wiring diagrams for the units within in the associated machine room(s). The wiring diagrams will remain the sole property of Corporation.
- ix. California State Inspections. Contractor shall provide necessary equipment and labor to assist the State of California Inspector during the inspection(s). Any deficiencies noted on the inspection shall be corrected by Contractor at Contractor's expense within twenty (20) business days. Contractor will pay for fees for re-inspections due to deficiencies covered by this Work.

G. Technical Support.

- Contractor shall provide technical support to Corporation's Representative as required during the term of this Contract. Technical support shall include telephone support and technical advice.
- ii. Contractor shall provide a minimum of one training class on the proper use (safety) of the vertical lift equipment in the facility.
- iii. Contractor to provide 60 hours of stand-by labor at the standard rate for VIP events; the Corporation will provide the Contractor 48 hours' notice; additional 20 hours above the 60 hours of stand-by for window washing will be billed at the apprentice rate.
- H. <u>Professional Standards</u>. The Center is a public-use facility, accessible to the public for performances, trade shows, meetings, and other uses. Because of the level of exposure to the public, it is important for all contractors who perform services at the facility to maintain Corporation's high level of professional standards in both attire and behavior. Therefore, Contractor's technicians must follow the following guidelines at all times while at the Center:
 - i. Contractor's technicians must sign-in and sign-out with Corporation's Security office located in the West Building of the Center.
 - ii. Contractor's technicians shall present a neat, clean appearance and where appropriate, wear Contractor's company uniform and prominently display Contractor's company name. Proper identification must be worn at all times while at the Center.

- iii. Contractor's technicians shall be polite and courteous and must display a high level of professionalism at all times while on Corporation's property.
- iv. Contractor shall maintain during the term of this Agreement, an answering service available at all times, 24 hours per day, 7 days per week to receive telephonic notifications of equipment malfunctions. For all emergency calls, Contractor shall be on site within thirty (30) minutes from notification.
- v. Contractor's technicians shall be licensed by the State of California.
- I. Elevator Maintenance Services Schedule. Within fifteen (15) calendar days after execution of the Contract, Contractor shall provide a detailed Preventive Maintenance Plan for approval by Corporation's Representative. The Preventive Maintenance Plan shall specify a schedule for providing all necessary inspections, lubrication and services and shall include the number of hours targeted for each unit, a list of parts and materials to maintain the elevators in a continuously safe, reliable, and satisfactory operating condition.

i. Elevator Preventive Maintenance.

- 1. As specified in the Schedule of Maintenance, Contractor shall regularly and systematically examine, clean, lubricate and adjust all elevator equipment, and repair or replace all elevator parts as required to provide continuously smooth, quiet, safe, and proper operation of each elevator.
- 2. All preventative maintenance, repairs and adjustments shall meet the minimum original installation performance specifications.
- 3. Contractor shall maintain a current preventative maintenance schedule during the term of the Contract. Corporation reserves the right to require reasonable changes in the schedule to meet its scheduling and maintenance needs.
- 4. Work schedules shall be designed for each type of equipment to be serviced, such as geared elevators, hydraulic elevators, etc., and shall conform to the manufacturer's recommended practice for the particular equipment concerned. Work schedules shall show the kind and frequency of service and lubrication proposed by the Contractor for the duration of the Agreement.
- All inspections, lubrication, adjustments, tests, cleaning, routine repairing, and other
 preventative maintenance activities shall be performed in accordance with schedules
 submitted by the Contractor.

- 6. Schedules shall be initialed by Contractor's technician when each scheduled inspection is performed.
- 7. Contractor shall also maintain an accurate and complete log of all work performed in addition to routine service. In addition to the specified machine room log, Contractor's technician or supervisor shall log in and out of each facility/building on each and every visit. This includes, but is not limited to, routine maintenance, trouble calls, repairs, entrapments, and supervisor's visits. These logs will remain property of Corporation.
- 8. Contractor shall make records available to Corporation upon demand.
- 9. Contractor shall perform all tests required by any applicable code and deliver written test results to Corporation's Representative upon request. All reports, maintenance tickets, test results, and the like shall be submitted in a manner, which is legible to Corporation. Should any submittal be considered illegible, Contractor shall immediately resubmit a legible copy.
- 10. Contractor shall not be required to repair damage caused by misuse of the equipment or vandalism under this maintenance contract. Contractor is responsible for reporting any such damage to Corporation's Representative of their designee immediately upon discovery. The Corporation's Representative may request Contractor to perform required out-of-scope repairs under a Time and Materials Purchase Order.
- ii. <u>Elevator Components (Traction)</u>. Repair and replacement of elevator components and subcomponents shall include, but is not limited to, the components and subcomponents listed below:
 - Machines: Including worm and gear, bearings, seals, sheaves, brake pulley and brake coil, brake shoes and linings break pins and break contacts, gearless armatures, castings, pinion gear, sound isolation, motor and generator windings, rotating element, commutator, field coils, armature and stator, collector and slip rings, rotor, motor bearings, drives, transformers, and choke panels.
 - 2. Motors: Including motor fields, bearings, packing, rotating elements, armatures, commutators, brushes and brush holders, coils, and wires.
 - 3. Controller: Including relays, switches, resistors, capacitors, contacts, coils, wires, leads, transformers, fuses, timing devices, resistance tubes and grids, solenoids, rheostats, potentiometer, and solid-state boards and components.
 - 4. Governor: Governor sheave and shaft assembly, bearings, contacts and governor jaws, pit sheaves and switches.

- 5. Starters: Including electrical and mechanical assemblies and components, contacts, relays, resistors, leads, wires, transformers, solid state boards, and components.
- 6. Car Door Operator: Including power door operator, clutches, cams, rollers, linkages, switches, pulleys, bearings, supports, brackets, control assemblies, resistors, terminal box, d-c motors, gear conductors, sprockets, chains, rods, bushings, and contacts.
- 7. Door Protective Devices: Including retractable safety edge assemblies, proximity edge assemblies, photo light ray assemblies, key switches, cables, rods, linkages, transistors, switch assemblies, and springs.
- 8. Car: Including car door hangers and rollers, car door contacts, load weighing equipment, car guide shoes, sills, subflooring, fan, emergency light assemblies, alarm bell system, car door assemblies, car steadier, car top inspection station control assemblies, and car position sensor assembly.
- 9. Hoistway: Including buffer assemblies guide rails and brackets, fish plate, limit switches, hoist ropes, governor ropes, traveling cables, hoistway and machine room wiring, hoistway door interlocks, hoistway door hangers, glides, rollers, auxiliary closer, position transducers, vanes, magnetic witches, cams, stopping switches, floating tape and tape reader, and pit emergency switch.
- 10. Fixtures: Including hall button station, main and auxiliary car operating panel, car and hall position indicator panels, car and hall lanterns, car direction indicator, all signal fixtures and components, contacts, position indicators, lobby indicator panels, intercom systems, alarm bells, buttons, key switches and locks, lamps sockets, and housing.
- 11. Accessory Equipment: Including all accessory elevator equipment installed before commencement of this Contract unless accepted.
- 12. Lubricants: Furnish lubricants selected to give the best performance, compounded to specifications and recommendation of the manufacturer.
- 13. Wires: Replace all wire ropes as often as is necessary to maintain an adequate factor of safety as listen in ASME Code A17.1 to equalize the tension on all hoisting cables. This includes shortening the wire ropes as required to maintain the legal counterweight and related equipment clearances. Replace and repair as required traveling conductor cables including car, hoistway and machine room wiring, including the conductors extending from the main line switches to the controllers.

iii. Maintenance Schedule (Traction).

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1. <u>Each Visit</u>:

- a. Ride each elevator and observe performance, leveling, floor stops, door opening and closing operation, and noise.
- b. Test safety edges, photo eyes, detectors, door open buttons, and alarm bell.
- c. Check for proper car and hall button operation and all indicator illuminations, and lantern operations.

2. Monthly:

- a. Clean and inspect machine, controller, selector, motor, motor generator/SCR, and governor.
- b. Clean and inspect car top, operating switches, door operator and controls, car door hangers, gibs, detectors and/or photo eyes, and safety edges. Lubricate and adjust door operator and door accessory equipment.
- c. Clean and inspect hoistway door hangers, interlocks, linkage, pick up assembly, door gibs, non-vision wing, and hoistway switches.
- d. Clean and inspect governor tension sheave, car, and counterweight buffers, compensating sheave assembly.
- e. Check hoist motor and motor generator commutators and brushes. Replace or reset as required.
- f. Check for leaks and oil level in machine.

3. Quarterly:

- a. Inspect rope shackles, car and counterweight guides, TM, and Slow Down switches, adjust and lubricate as required, check emergency light.
- b. Check and adjust brake. Inspect and lubricate pivot pins.
- c. Clean and adjust controller and selector components including contacts, relays and timers. Check transformers and rectifiers. Vacuum or brush all controller and selector parts.
- d. Check out complete safety circuit.

- e. Check selector cables and/or tapes. Lubricate selector drive worm. Inspect selector drive.
- f. Clean, inspect and lubricate governor linkage.
- g. Inspect, rotate and equalize hoist and compensating cables. Inspect cable shackles and fastenings.
- h. Check adjustment of roller/slide car and counterweight guides. Check bearings/liners and fastenings.
- i. Inspect TM, slowdown, leveling, and/or limit switches.
- j. Clean and inspect all car and hoistway door contacts, and interlocks.
- k. Check door closing force. Check car and hoistway hangar rollers and adjust up thrusts.
- I. Inspect door operator brushes and belts, replace as required to maintain smooth and quiet operation.
- m. Inspect door operator bearings and cams.
- n. Clean and inspect governor tail sheave, compensating sheaves, compensation ropes and hitches and/or compensating chains, guides, and hitches.
- o. Clean and inspect car and counterweight buffers. Check buffer oil level and operation.
- p. Clean and lubricate car fan and blower.
- q. Clean, lubricate, and adjust overload mechanism.

4. <u>Semi Annual</u>:

- a. Check control and main line fuses, voltage readings, motor and motor generator wire connections, overloads, armature clearance, and brake cores.
- b. Check motor overload devices, resistor, and resistance connections.
- c. Check car safety mechanism and governor rope hitch.

d. Miscellaneous: Observe and verify operation of signal and dispatching system. Test manual and emergency control. Clean and lubricate automatic slow-down and stopping switch. Clean car tops, pit, machine room floor, and equipment as conditions warrant. Materials not required for the operation of the elevators shall not be stored at these locations.

5. Annual:

- a. Drop brake shoes, clean, lubricate, and adjust. Flush and replace worm gear oil.
- b. Check all controller and selector terminals. Check and clean all fuse holders.
- c. Check car frame, overhead, car and counterweight sheaves, sills, and pit.
- d. Annual lubrication of motor, motor generator and machine bearings, deflector, compound, and compensating sheaves, and governor tension sheave bearings. Check all fastenings.
- e. Annual car safety test. Clean, inspect, and lubricate governor and safety mechanisms. Check buffer oil level.
- f. Adjust motor control and perform logic systems operation check.
- g. Clean hoistway and hoistway equipment including guide rails, counterweights, hoistway door hangars, interlocks, closers, headers, and related devices. Check all fastenings on guide rails, brackets, and entrances. Check traveling cables. Maintain all machine rooms, secondary levels, and pits in a clean orderly condition, free of dirt, dust, and debris.

6. <u>Five Year Inspection</u>:

- Perform full load governor, safety, and buffer test to determine capacity load working pressure and speed as required by the State of California, Elevator Safety Order 3071 (J). Contractor shall file all tests with the Authority Having Jurisdiction (AHJ).
- iv. <u>Elevator Components (Hydraulic)</u>. Repair and replacement of elevator components and subcomponents shall include, but is not limited to, the components and subcomponents listed below:
 - 1. Pump Unit: Including pump, valves, silencers, pulleys, belts, tanks, pipes, springs, and gaskets.

- 2. Motors: Including motor fields, bearings, packing, rotating elements, armatures, commutators, slip rings, brushes and brush holders, coils, and wires.
- 3. Jack Units: Including plunger, guide bearings, packing and packing gland, gaskets, couplings, cylinder and cylinder head and pipes.
- 4. Valves: Including, but not limited to: Relief valves, pilot, lowering valves, leveling valves, check valves, or any of the parts thereof.
- 5. Controller: Including relays, switches, resistors, capacitors, contacts, coils, wires, leads, transformers, fuses, timing devices, resistance tubes and grids, solenoids, rheostats, potentiometer, and solid-state boards, and components.
- 6. Starters: Including electrical and mechanical assemblies and components, contacts, relays, resistors, leads, wires, transformers, solid state boards, and components.
- 7. Car Door Operator: Including power door operator, clutches, cams, rollers, linkages, switches, pulleys, bearings, supports, brackets, control assemblies, resistors, terminal box, d-c motors, gear conductors, sprockets, chains, rods, bushings, and contacts.
- 8. Door Protective Devices: Including retractable safety edge assemblies, proximity edge assemblies, photo light ray assemblies, key switches, cables, rods, linkages, transistors, switch assemblies, and springs.
- 9. Car: Including car door hangers and rollers, car door contacts, load weighing equipment, car guide shoes, sills, subflooring, fan, emergency light assemblies, car buffers, car guide rails, top/bottom limit switches, electronic components, steel tape assemblies, alarm bell system, car door assemblies, car steadier, car top inspection station control assemblies, and car position sensor assembly.
- 10. Hoistway: Including buffer assemblies guide rails and brackets, fish plate, limit switches, traveling cables, hoistway and machine room wiring, hoistway door interlocks, hoistway door hangers, glides, rollers, auxiliary closer, position transducers, vanes, magnetic witches, cams, stopping switches, floating tape and tape reader, and pit emergency switch.
- 11. Fixtures: Including hall button station, main and auxiliary car operating panel, car and hall position indicator panels, hall lanterns, car direction indicator, all signal fixtures and components, contacts, buttons, key switches and locks, lamps sockets, and housing.
- 12. Accessory Equipment: Including all accessory elevator equipment installed before commencement of this Contract unless accepted.

- 13. Lubricants: Furnish lubricants selected to give the best performance, compounded to specifications and recommendation of the manufacturer.
- 14. Repair, renew, or replace oil hydraulic tanks, valve screens, filters, pumps, motors, belts, fittings, above ground piping and supports, packing's, "O" rings, cylinder head assemblies, pistons, and isolation equipment.
- 15. Hydraulic Fluids: Furnish and maintain hydraulic fluid at proper operating level.

v. <u>Maintenance Schedule (Hydraulic)</u>.

Inspection:

- a. Check each elevator and observe performance, leveling, floor stops, door opening and closing operation, and noise.
- b. Test safety edges, photo eyes, detectors, door open buttons, and alarm bell.
- c. Check for proper car and hall button operation and all indicator illuminations, and lantern operations.
- d. Check for leaks in power unit, hydraulic control valve, silencer, sound couplings, and oil line.

2. Monthly:

- a. Clean and inspect power unit, controller, and motor. Check drive belt tension and condition.
- b. Check for leaks and oil level in power unit. Clean power unit oil drip pan.
- c. Clean and inspect car top, operating switches, door operator and controls, car door hangers, gibs, detectors and/or photo eyes, and safety edges. Lubricate and adjust door operator and door accessory equipment.
- d. Clean and inspect hoistway door hangers, interlocks, linkage, pick up assembly, door gibs, non-vision wing, and hoistway switches.
- e. Clean and inspect hydraulic plunger, seals, and packing. Check jack oil drip container.
- f. Check guide rail lubrication drip containers in pit.

3. Quarterly:

- a. Check motor and pump sheave alignment. Check motor and pump mounting fastenings.
- Adjust hydraulic control valve. Clean hydraulic control valve strainers. Check hydraulic control valve locking nuts, adjustment screws, and mounting fastenings.
- c. Clean and adjust controller components including contacts, relays, and timers. Controllers and Starters: Observe operation of controllers and starters. Inspect wiring and alignment. Check contacts for excessive burr. Replace worn contacts and shunts. Check all relays for freedom of movement. Inspect for dust and loose connections. Adjust air gaps and mechanical interlocks when necessary. Check transformers and rectifiers. Vacuum or brush all controller parts.
- d. Check out complete safety circuit.
- e. Check adjustment of roller/slide car guides. Check bearings/liners and fastenings.
- f. Inspect TM, slowdown, leveling, and/or limit switches.
- g. Inspect door operator brushes and belts, replace as required to maintain smooth and quiet operation.
- h. Clean and inspect all car and hoistway door contacts and interlocks.
- i. Check door-closing force. Check car and hoistway hangar rollers and adjust up thrusts.
- j. Inspect door operator bearings and cams.
- k. Clean and lubricate car fan and blower.
- I. Clean, lubricate, and adjust overload mechanism.

Semi-Annual:

a. Check control and main line fuses, voltage readings, and motor wire connections.

- b. Check motor overload devices, resistor/resistance connections and starters, contactors, and contacts.
- c. Railing: Fill rail lubricator cup.
- d. Miscellaneous: Observe and verify operation of signal and dispatching system. Test manual and emergency control. Clean and lubricate automatic slow-down and stopping switch. Clean car tops, pit, machine room floor, and equipment as conditions warrant. Materials not required for the operation of the elevators shall not be stored at these locations.

5. Annual:

- a. Check all controller terminals. Check and clean all fuse holders.
- b. Check car frame, sills, and pit.
- c. Annual hydraulic pressure test. Check relief valve seal and tag valve with current test information, date test was performed and performing company name.
- d. Perform logic systems operation check.
- e. Clean hoistway and hoistway equipment including guide rails, hoistway door hangars, interlocks, closers, headers, and related devices. Check all fastenings on guide rails, brackets, and entrances. Check traveling cables.
- J. <u>Escalator Maintenance Schedule</u>. Work will generally be scheduled for a maximum of 8 hours per day. Work will generally be scheduled for performance sometime between 7:00 a.m. to 5:00 p.m. Monday to Friday. Occasionally Center event schedules may require work to be performed on Saturday, Sunday, holidays and/or working after 6:00 PM or before 6:00 AM. Every attempt will be made to schedule work during normal business hours and to avoid requirements for emergency calls.

i. <u>Preventive Maintenance</u>.

- Contractor shall regularly and systematically examine, clean lubricate and adjust all
 escalator equipment and repair or replace all parts as required to provide smooth,
 quiet, safe, and proper operation.
- 2. All preventive maintenance and adjustments shall meet the minimum original installation performance specifications.

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- Contractor shall submit a copy of its recommended preventive maintenance schedule
 and copies of all forms used by the Contractor in performing and tracking preventive
 maintenance work.
- Contractor shall maintain a current preventive maintenance schedule during the term of this Contract.
- 5. Contractor shall perform all tests required by any applicable code and deliver written test results to the Corporation's Representative upon request.
- ii. <u>Escalator Components</u>. Repair and replacement of escalator components and subcomponents shall include, but is not limited to, the components and subcomponents listed below:
 - Worm shaft bearings, thrusts, worm gears, gear oil, seals, stators, windings, rotating elements, mounts, motor thermal protection switch, escalator drive machines, commutators, rotating elements.
 - Motor: Motor windings, rotating elements, and bearings.
 - Brakes: Escalator brake, brake pulley, coil linings, and component parts.
 - Bearings: Trust, main upper drive, tension sprocket, and lower newel.
 Comb Plates: Comb segment sections.
 - Landing Plates.
 - Steps: Frames, treads, and step axle bushings.
 - Step Chain and Novatex Boards.
 - o Step and Chain Wheels.
 - Primary and Secondary Chains.
 - Tractor rollers, drive rollers, drive sheaves, handrails, handrail tracks, bend guides, and entry devices.
 - Assemblies, stop wheels, rollers and bearings, treads, cleats, riser surfaces, chains, chain rollers, axle pins, and bushings. Spacing with combs as necessary.
 - Handrails.
 - Sprockets.
 - Lubricants: Lubricants and grease fittings (Zerks).
 - Control Wiring Harness, Main Disconnect to Controller Wire, and Controller to Motor Wire associate parts.
 - Electrical Devices: Contacts, resistors, transformers, leads, mechanical and electrical drives, safety and operating switches, protective devices, and alarm systems.

iii. Repair.

1. Contractor shall accomplish all routine inspection, service, cleaning, and adjustment requirements for each escalator.

- 2. Contractor shall repair or replace escalator parts and equipment as required to meet the requirements of this Contract and to ensure that performance specifications are met.
- 3. Contractor shall accomplish necessary repairs and adjustments, including replacing parts, as required to correct all escalator malfunctions that occur during the term of this Contract. The Corporation's Representative or designee shall notify Contractor of all escalator malfunctions.
- vi. <u>Schedule of Maintenance</u>. At a minimum, the escalator maintenance schedule shall include, but not be limited to, the maintenance schedule listed below:

1. Monthly Maintenance:

- a. Oil drip pans: Check for leaks and empty drip pan. Ensure that drip pans catch all drips.
- b. Motor belts: Check motor belt tension and adjust or replace belts when necessary.
- c. Controllers and Starters: Observe operation of controllers and starters. Inspect wiring and alignment. Check contacts for excessive burr. Replace worn contacts and shunts. Check all relays for freedom of movement. Inspect for dust and loose connections.
- d. Motor: Check brushes, connections, and bearings. Feel motor for overheating. Check for excessive noise. Check skirt to step clearances, tread and tooth indexing-adjust for smooth operation, and synchronized speed as necessary.
- e. Chain System: Rotate chains and gears as necessary to reduce wear and tear and extend useful life of part.
- f. Signal Devices: Check emergency stop and alarm bell.
- g. Examine, adjust, lubricate daily, weekly monthly, or as required, and if at Corporation's request, conditions warrant, repair or replace: Controller, Brake, Drive Motor/Gear Box, Hand Rail Drive, Steps, Comb plates, Skirts, Handrails, Safety Devices, and Chains.
- 2. <u>Annual Maintenance</u>. Annual maintenance shall include the requirements of the monthly maintenance in addition to the following:

- a. Gear: Clean and fill ring gear oil bucket with Montgomery gear oil "D", or equivalent. Check for gear shavings. If shavings are found, repair or replace gears as required.
- Safety Switches: Clean and check operation and tension of lower reversing station. Check chain tension springs; adjust tension and setting of all safety switches if required.
- c. Chain: Clean and lubricate handrail drive chains with machine oil "C", or equivalent. Check and adjust chain tension if required.
- d. Handrail: Check handrail drive for slippage. Clean and wax handrail guide surface, as required.
- e. Step Chain: Clean and adjust step chain novatex boards.
- f. Band Tracks: Clean dirt deposits from step band tracks. Tighten any loose fittings.
- g. Controller: Check operation of controller. Clean and adjust as required.
- h. Bearings: Lubricate main drive shaft bearings, bull gear bearings, upper handrail sheave bearings, lower handrail sheave bearings, lower step chain idler sprockets, and intermediate shaft bearing son units where present with bearing grease "B" or equivalent.
- i. Motor: Clean and lubricate motor with bearing grease "B" or equivalent.
- j. Miscellaneous: Check stopping distance of empty unit. Clean and adjust brake. Lubricate all step flanges. Clean oil drip pans, the full length of the escalator.
- **SERVICE FREQUENCY:** Time expended on routine service shall consist of examination, minor adjustment, cleaning and lubricating the equipment. Any repairs or replacement of equipment is to be considered a part of this Contract. Contractor shall provide minimum routine servicing of equipment as follows or more frequently if conditions warrant such:

| Equipment Type | Units | Service Frequency | Time Expended Per Visit (*Current) |
|---|-------|----------------------|---------------------------------------|
| ELEVATORS | | | |
| Geared Freight Elevator N | 1 | Monthly | 3.0 Hours |
| Geared Freight Elevators (*Except N) | 2 | Monthly | 2.0 Hours |
| Geared Passenger Elevators (*Inclinator Lift) | 1 | Monthly | 2.0 Hours |

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| Hydraulic Freight Elevators | 5 | Monthly | 3.0 Hours |
|--|---|---------|-----------|
| Hydraulic Passenger Elevators (Non-Modernized Units) | 8 | Monthly | 1.5 Hours |
| Hydraulic Passenger Elevators (Modernized Units) | 5 | Monthly | 1.0 Hours |
| ESCALATORS | | | |
| Low Rise Escalator (Modernized Units) | 4 | Monthly | 1.5 Hours |
| High Rise Escalator (Non-Modernized Units) | 6 | Monthly | 2.5 Hours |
| High Rise Escalator (Modernized Units) | 4 | Monthly | 2.0 Hours |

1.3 PERFORMANCE:

- A. <u>General</u>. Maintenance shall include predictive diagnostics technology to remotely monitor the Vertical Transportation. Contractor shall maintain the original contract speed in feet per minute and the performances for elevators as indicated under Basic Performance Requirements.
 - i. If the actual performance time of the elevator does not meet the times established for elevators of the speed and type of control, Contractor shall restore the performance of the elevator to its optimum potential (State Inspector).
 - ii. If, in the Contractor's opinion, the equipment is inherently designed so that it cannot meet these criteria, Contractor shall so state at time of bid.
 - iii. If there are no exceptions taken, performance shall be provided as specified hereinafter.
- B. <u>General Cleanliness</u>: All hoistway and machine room equipment shall be kept in a clean condition and free of rust. Machine room floors and puts shall be kept in a clean condition. Cab interiors and hoistway entrance finishes are excluded. Bulbs shall be replaced during regular maintenance. All lamps, except cab lighting, are covered by this specification.
- C. <u>Basic Performance Requirements</u>: Electric elevators shall be adjusted to meet the following basic performance standards and shall maintain these standards for the life of the Agreement.
 - i. Operating Characteristics:
 - 1. Starting, acceleration, stopping and leveling shall be smooth, and free from jars or bumps.
 - 2. Full speed riding shall be without swaying or vibration.
 - 3. Elevator and door operation shall be quiet with smooth checking at the extremes of travel.
 - 4. Door pressure shall be maintained below 30 pounds in closing and not exceed kinetic energy forces stipulated in the code.

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- ii. Group Supervisory Systems: Keep group control systems operating at design criteria for the life of the maintenance Agreement.
- iii. Individual Elevator Performances: Maintain performance requirements as follows:
 - 1. Maintain accurate leveling of +/- 1/4" for Traction Elevators and 3/8" for Hydraulic Elevators under all loading conditions.
 - Contract speed shall not vary by more than 10% for hydraulic and open loop motor control systems and 3% for closed loop motor control systems under any loading condition.
 - 3. Start-To-Stop Times based on a typical 12'- 6" floor height:
 - a. Geared Elevators:

b.

200-300 FPM: 6.5 to 7.0 seconds
 350-450 FPM: 5.5 to 6.0 seconds
 Hydraulic Elevator: 12.0 to 13.0 seconds

c. Door Open Times: Based on Standard Steel Doors, 8'- 0" Maximum Height.

3'-6" Center Opening: 1.6 to 2.2 seconds
 4'-0" Center Opening: 2.0 to 2.5 seconds
 4'-0" Two-Speed: 2.8 to 3.3 seconds

- d. Door Close Times: Minimum without exceeding kinetic energy and closing force allowed by Code.
- e. Stopping accuracy: Will be maintained within 1/4".
- 4. Capacity: Stop and hold up to 125% of rated load.
- 5. Floor-to-floor performance time: 13.0 seconds from start of door close until doors are 3⁄4 open and car level stopped at next successful floor under any load condition or direction of travel, measured at typical floor.
- 6. Noise: Under 60 dbA for the elevator equipment measured inside the elevator.
- D. <u>Basic Performance Requirements</u>: Escalators shall be adjusted to meet the following basic performance standards and shall maintain these standards for the life of the Agreement.
 - i. Starting, acceleration, constant running and stopping shall be smooth and free from jarring, jerks, or bumps.
 - ii. Full speed riding shall be free from vibration or jerk.

- iii. Escalators shall stop smoothly, quietly, and without a hard stop, under all load conditions.
- iv. Maximum airborne noise shall not exceed 60 dba measured at a distance of 60 inches above any moving step throughout the length of escalator travel and the immediate surrounding pedestrian areas.
- E. Individual Escalator Performances: Maintain performance requirements as follows:
 - i. Escalator handrails shall operate at the same speed as steps.
 - ii. Escalator step alignment shall be maintained to squarely engage the comb plates and cleated risers to prevent excessive wear and noise.
 - iii. Stops in the down direction shall be smooth and at a rate no greater than three feet per second squared or as required by the latest applicable code.
 - iv. Maintain code clearances between step and skirt panel.
- 1.4 PERSONNEL SKILL CLASSIFICATIONS: Contractor shall assign a specific technician to the Center to ensure continuity and full understanding of the Center's Equipment, as well as level of services expected. For Out-of-Scope and Emergency work, Contractor should use personnel from Technician (sometimes called Service Engineer) and Technician's Assistant categories. For Out-of-Scope and Emergency repair jobs, Contractor will prepare work tickets showing labor hours summarized for each of the two categories. The labor classifications are defined as follows:
 - A. <u>Technician (Service Engineer)</u>. This level of Contractor personnel will be primarily responsible for conducting monthly, quarterly, semi-annual, and annual inspections, documenting condition of equipment, and writing field reports of findings. Additionally, when Contractor provides Technician's Assistant personnel to assist in making inspections or effecting repairs, the Technician (Service Engineer) will supervise all Technician's Assistant personnel provided by Contractor.
 - B. <u>Technician's Assistant</u>. This level of Contractor personnel will be used for making simple repairs if working without a Technician (Service Engineer) and assisting Technician (Service Engineer) personnel during more complex operations when more than one person is required.
- 1.5 CORPORATION'S RIGHT TO EVALUATE SERVICES: Corporation reserves the right to make such evaluations and tests as are necessary to ascertain that the requirements of the Work are being fulfilled. Corporation's right to make evaluations or tests may be exercised by its elevator consultant, as Corporation may designate, who will, if Corporation so advises, have the same authority to evaluate and test the elevator performance covered under this Agreement as Corporation. Contractor shall furnish personnel and tools necessary to conduct such tests at no additional cost to Corporation. These evaluations may be made on a semi-annual basis during the course of this Agreement. Deficiencies reported shall be promptly corrected at Contractor's expense.

If Contractor fails to perform any required corrective work in a diligent and satisfactory manner, Corporation may, in addition to any other remedies Corporation may have, after thirty (30) days written notice to Contractor, perform or cause to be performed all or any part of the work required hereunder. Contractor shall reimburse

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Corporation for any expenses incurred by Corporation in exercising Corporation's rights under this Section, and Contractor agrees that Corporation, in Corporation's reasonable judgment, may deduct the amount of such expenses from any sum owed to Contractor.

1.6 CONTRACT TERM: The term of the awarded Contract shall be in effect for an Initial Term of three (3) years. Prior to expiration of the Initial Term, the Contract may be extended by mutual agreement for an Extension Term of two (2) additional one-year periods. The expected start date of the contract is November 1, 2024.

1.7 PAYMENT TERMS:

- Maintenance Contract (Not including Five Year Inspection): Monthly Net 30 after completion of maintenance services.
- Out-of-Scope Services: Net 30 after completion of work.
- Five Year Inspection: Net 30 after completion of work.

Section 3 – Bid Form to Follow

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Section 3 – Bid Form

Failure to complete this form in its entirety may result in your Bid being deemed non-responsive.

| BIDDER: | |
|--|--|
| Legal Business Name | |
| Other Entity Name(s) (if applicable) | |
| CSLB License Number | |
| DIR Public Works Contractor Number | |
| Primary Contact Name | |
| Primary Contact Position | |
| Primary Contact Phone Number | |
| Primary Contact E-mail | |
| Section 2 — Scope of Work, including all so inspections, annual cleanings, and the Five Ye The Base Bid is based on the monthly service in Service Frequency, however, Corporation is a for each piece of equipment individually. Con | ting, trip charges, and overhead for all scope of work described in emi-annual and annual work, annual fire testing, annual state ar inspection. Frequencies provided in Section 2 – Scope of Work, Subsection 1.2 also considering bi-weekly, bi-monthly, and quarterly service levels reporation reserves the right to select any combination of service. There will not be a Best and Final Offer period – please submit |
| Materials markup/discount %.Not-to-exceed annual escalation of ho | cludes the following: urly rates. rates. night, weekend, and holiday hourly rates. |
| | orm (Line Items) can be discounted by%, if payment is made nent Discount is specified above, a Net 30 will be considered. |

MAINTENANCE WORK PLAN: (attach with Bid Form)

Submit a proposed maintenance work plan that identifies tasks and deliverables to be performed during maintenance visits, durations for each task, crew size, safety procedures, and provide any Contractor requirements/expectations of Corporation while performing maintenance.

COMPANY RESUME: (attach with Bid Form)

Submit a company resume that includes:

• Statement of Experience – Briefly describe the background and capabilities of your company.

• Key Personnel Resumes – Provide resumes of the key personnel who will be assigned to the project and onsite (Project Manager, Technicians, Support Staff, etc.).

PROPOSED EQUIPMENT INVENTORY: (attach with Bid Form)

Submit an inventory list of equipment and parts that Contractor will keep readily available for same day repairs during the Contract.

SAMPLE REPORTS & REPORTING TOOLS: (attach with Bid Form)

Please submit the following:

- Submit one (1) maintenance sample report that would be comparable to what Contractor will provide Corporation with after monthly maintenance services.
- Submit sample reports for out-of-scope repairs.
- Include information on any additional reporting tools and platforms offered by Contractor including websites and applications.

SAFETY RECORD: (attach with Bid Form)

Submit company OSHA Form 300A and Experience Modification Rate (EMR) from 2021, 2022, and 2023.

ABILITY TO MEET CORPORATION'S REQUIREMENTS: (attach with Bid Form)

The awarded Bidder shall be subject to all requirements in this RFP, and the terms and conditions provided in Exhibit A – Sample Contract. Submit any proposed redlines to Exhibit A – Sample Contract and list any exclusions or clarifications to the requirements of this RFP below. In the absence of redlines or exclusions, Corporation assumes Contractor complies with all RFP and Contract requirements.

| ist any exclusions and/or clarifications (use additional sheets of paper as needed): | | | | | | |
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(Use additional sheets of paper as needed) 1. Project Name: Project Address: Name of Company: _____ Client Contact Information: ______ Contract Award Value: \$ Contract Completion Value: \$ _____ If Contract Award / Completion Are Different Values, Please Explain Why: Contract Completion Date: _____ Actual Completion Date: _____ Brief Description of Agreement/Contract or Services Provided: ______ 2. Project Name: Project Address: Name of Company: Client Contact Information: _____ Contract Award Value: \$ ______ Contract Completion Value: \$ If Contract Award / Completion Values Are Different, Please Explain Why:____ Contract Completion Date: Actual Completion Date: Brief Description of Agreement/Contract or Services Provided:

COMPARABLE ACCOUNTS: Provide four (4) comparable accounts similar in size and complexity:

| 3. Project Name: |
|--|
| Project Address: |
| Name of Company: |
| Client Contact Information: |
| |
| Contract Award Value: \$ |
| Contract Completion Value: \$ |
| If Contract Award / Completion Values Are Different, Please Explain Why: |
| Contract Completion Date: |
| Actual Completion Date: |
| Brief Description of Agreement/Contract or Services Provided: |
| |
| |
| 4. Project Name: |
| Project Address: |
| Name of Company: |
| Client Contact Information: |
| Contract Award Value: \$ |
| Contract Completion Value: \$ |
| If Contract Award / Completion Values Are Different, Please Explain Why: |
| Contract Completion Date: |
| Actual Completion Date: |
| Brief Description of Agreement/Contract or Services Provided: |
| |
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| |

TO: CORPORATION

The Undersigned hereby offers and agrees to furnish the goods and/or services in compliance with all terms, scope of work, conditions, specifications, and addenda in the Request for Proposal.

BIDDER QUALIFICATION STATEMENT:

The following statements of experience, personnel, and general qualifications of the Bidder are submitted with the assurance that the Corporation can rely on its accuracy and truthfulness.

| Α | D | D | F | N | D | Δ |
|---|---|---|---|---|---|---|
| | | | | | | |

| The undersigned has read, understands and is fully cognizant of the Instruction, Scope of Work, Bid Form, all |
|--|
| Exhibits thereto, and all contents of this document, together with any written addenda issued in connection with |
| any of the above. The undersigned hereby acknowledges receipt of the following addenda:,, |
| (write "none" if none). In addition, the undersigned has completely and appropriately filled out all |
| required forms. |

COMPLIANCE:

The undersigned hereby accepts all administrative requirements of the RFP and will be in compliance with such requirements. By submitting this Bid Form, the Bidder represents that: 1) the Bidder is in compliance with any applicable ethics provisions of the Corporation's RFP, and 2) if awarded a contract to provide the goods or services required in the RFP, the Bidder will comply with the Corporation's standards outlined in this RFP.

NON-COLLUSION:

The undersigned, by submission of this Bid Form, hereby declares that this Bid is made without collusion with any other person, firm, or corporation.

INSURANCES:

The undersigned further agrees that if awarded the Contract, it will submit to the Corporation any required evidence of required insurance coverage within 14 business days after acceptance of this bid.

| FROM: | | |
|--------------------|--------|--|
| Respondent's Name: | Title: | |
| Signature: | | |

Business Ownership Declaration

For Statistical Purpose Only. Required by the City of San Diego.

| Company Information | | |
|--|---|--|
| Name: | | |
| Contact Person: | | |
| Address: | | |
| Phone: | | |
| Email: | | <u> </u> |
| Ownership Classification *Includes Individuals, Sole Propr | | 's and Corporations |
| [] Women owned Busines | SS (WBE – SWBE) – 51% ow | nership and active management |
| [] Minority Owned Busine | ess (MBE – SMBE) – 51% ov | vnership and active management |
| both socially and economically d | isadvantaged as defined in C one or more such individuals | business that is at least 51 percent owned by one or more individuals who are ode of Federal Regulations Title 49 part 26. In the case of a corporation, 51; and, whose management and daily business operations are controlled by individuals who own it. |
| [] Disabled Veteran Busin | ness Enterprise (DVBE) | |
| [] Small Business Enterp | rise (SBE) | |
| [] Small Local Business E | Enterprise (SLBE) | |
| [] None Apply | | |
| Certifications [] Yes [] No Ownership | Classification has been | certified by a city, federal, state or private agency. |
| Certifying Agency | <u> </u> | Certification Date: |
| Certifying Agency | : | Certification Date: |
| Ethnicity *Required – select one. | | |
| [] African American | [] Asian | [] Caucasian |
| [] Hispanic | [] Filipino | [] Native American |
| [] Pacific Islander | [] Other: | |

DESIGNATION OF SUBCONTRACTORS FORM

A contractor or subcontractor shall not be qualified to quote, bid, propose on, be listed in a quote, bid, proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5 of the Labor Code.

Contractor acknowledges that this project is a public works project as set forth in Labor Code § 1720, et seq. and certifies that all workers employed in the execution of the contract will be paid the correct prevailing wages. The San Diego Convention Center Corporation has obtained from the Director of the Department of Industrial Relations, general prevailing wage determinations for the locality in which the work is to be performed. Copies of such wages are on file at SDCCC and available for inspection to any interested party upon request. The determinations are also available from the Department of Industrial Relations on the internet at http://www.dir.ca.gov/DLSR/PWD/index.htm.

Contractor acknowledges that certain stipulations are required to be included in the Contract by Labor Code §1720, et seq., certifies that it is knowledgeable of these requirements, and agrees to be bound by the required provisions. These include, but are not limited to, maintaining accurate payroll records, verifying and certifying payroll records and making them available to SDCCC for inspection. Contractor shall require its subcontractors to comply with section 1776 of the Labor Code and is responsible for ensuring its subcontractors submit certified payroll records to SDCCC, weekly. Lien Releases from the Contractor and subcontractors will be required for payment of invoices.

If a worker is paid less than the prevailing wage rate owed for a calendar day or portion of a day, Contractor agrees in accordance with Labor Code § 1775 to pay the worker the difference between the prevailing wage rate and the amount actually paid. If apprentices are employed on the project, the contractor shall be responsible for ensuring compliance with Labor Code § 1777.5. The Contractor shall be responsible for any penalties levied in accordance with Labor Code § 1812 for failing to pay required overtime wages.

| DESIGNATION OF SUBCONTRACTORS | | | | | | | |
|--|------------------------------|---------------------------|-----------|------|--|--|--|
| DESCRIPTION OF WORK (Indicate if work includes only a portion of the quote, bid, or proposed item. If subcontractor(s) will not be used then indicate "no subcontractor". | BUSINESS NAME AND ADDRESS | % OF TOTAL CONTRACT | LICENSE # | DIR# | | | |
| | | | | | | | |
| Solicitation/RFP Title or PO # | | | | | | | |
| Contractor Name | | DIR# | | | | | |
| Authorized Signature | | Date | | | | | |