

STATE OF OHIO
DEPARTMENT OF ADMINISTRATIVE SERVICES
GENERAL SERVICES DIVISION
OFFICE OF PROCUREMENT SERVICE
4200 SURFACE ROAD, COLUMBUS, OH 43228-1395

AMENDMENT FOR CHANGE
AMENDMENT NO. 3

TO: LIMITED DISTRIBUTION – STATE AGENCIES, AS LISTED HEREIN
FROM: HUGH QUILL, DIRECTOR, DEPARTMENT OF ADMINISTRATIVE SERVICES
SUBJECT: TERM CONTRACT - PREVENTIVE ELEVATOR MAINTENANCE

This amendment is issued to add DAS/GSD, Facilities Management service locations in Columbus and Bexley, Ohio.

Attached are revised pages 2, 4, 61, and new pages 62-72. Remove pages 2, 4, 61 from the existing contract and replace with the attached on the effective and/or revision date. Add pages 62-72 to the existing contract on the effective and/or revision date.

All other prices, terms and conditions remain unchanged.

Questions regarding this Amendment and/or the Requirements Contract may be directed to:

Harry Graham
harry.graham@das.state.oh.us

This Amendment, the main Requirements Contract and any additional amendments thereto are available from the DAS website at the following address:



<http://www.ohio.gov/procure>

Affected Contractor(s): 0000146375
Oracle Elevator
6454 Fiesta Drive
Columbus, OH 43235

chuck.sebrey@oracleelevator.com

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► Specifications updated per Amendment No. 3, effective 09/01/08

SPECIFICATIONS

I. SCOPE AND CLASSIFICATION

A. Scope: The elevator service described in this Invitation to Bid (ITB) shall apply to the facilities listed herein. The awarded Contractor shall maintain the elevators covered by this contract in accordance with the requirements of these specifications, and shall maintain their contract speed, capacity and performance at all times. This consolidated contract replaces DRC056D and also includes several additional non-DRC facilities that previously used agency-specific contracts for this service. Contract term shall be thirty-six (36) months, except as noted for those facilities which currently have an existing contract which extends beyond the 04/01/07 inception date of this contract.

B. Classification:

1. The Contractor shall maintain elevators and their associated equipment and accessories to comply with the requirements of the applicable ASME/ANSI A.17.1 safety codes and any other rules, ordinances, or building codes that may apply. The ANSI Elevator Inspection Manual A.17.2 shall be used as a guide to establish that the equipment is operating safely.
2. Facilities.

Facility	Address
Chillicothe Correctional Institution	15802 St. Rt. 104N, Chillicothe, OH 45601
Chillicothe Correctional Institution, OPI Factory	15802 St. Rt. 104N, Chillicothe, OH 45601
Corrections Medical Center	1990 Harmon Avenue, Columbus, OH 43223
▶DAS/GSD, Facilities Management	25 South Front St., Columbus, OH
▶DAS/GSD, Facilities Management	246 North High Street, Columbus, OH
▶DAS/GSD, Facilities Management	358 North Parkview, Bexley, OH
▶DAS/GSD, Facilities Management	35 East Chestnut Street, Columbus, OH
Dayton Correctional institution	4104 Germantown Street, Dayton, OH 45417
Hocking Correctional Facility	16759 Snake Hollow Road, Nelsonville, OH 45764
London Correctional Institution	1580 St. Rt. 56, London, OH 43140
London Correctional Institution, OPI Factory	1580 St. Rt. 56, London, OH 43140
Marion Correctional Institution	940 Marion-Williamsport Road, Marion, OH 43302
Oakwood Correctional Facility	3200 N. West Street, Lima, OH 45801
Ohio Reformatory for Women	1479 Collins Avenue, Marysville, OH 43040
Ohio State Penitentiary	878 Coitsville-Hubbard Road, Youngstown, OH 44505
Pickaway Correctional Institution	11781 St. Rt. 762, Orient, OH 43146
Southeastern Correctional Institution	5900 B.I.S. Road, Lancaster, OH 43130
Southern Ohio Correctional Facility	Lucasville-Minford Road, Lucasville, OH 45699
Toledo Correctional Institution	2001 East Central Avenue, Toledo, OH 43068
Cambridge Patrol Post	7051 Glenn Highway, Cambridge, OH 43725
Findlay Patrol Post	3201 North Main Street, Findlay, OH 45840
Wilmington Patrol Post	950 Rombach Avenue, Wilmington, OH 45177
Appalachian Behavioral Healthcare	100 Hospital Drive, Athens, OH 45701
Cambridge Developmental Center	66737 Old 21 Road, Cambridge, OH 43725-9298
Heartland Behavioral Healthcare	3000 Erie Street, Massillon, OH 44646
Northcoast Behavioral Healthcare System	930 Detroit Avenue, Toledo, OH 43614
Summit Behavioral Healthcare	1101 Summit Road, Cincinnati, OH 45237
Ohio Veterans Home-Sandusky	3416 Columbus Avenue, Sandusky, OH 44870-5598

▶ Specifications updated per Amendment No. 3, effective 09/01/08

PART D

STATE OF OHIO
DEPARTMENT OF ADMINISTRATIVE SERVICES
GENERAL SERVICES DIVISION
OFFICE OF PROCUREMENT SERVICE
4200 SURFACE ROAD, COLUMBUS, OH 43228-1395

PRIMARY CONTRACT No.: OT907907

PREVENTIVE ELEVATOR MAINTENANCE

The Department of Administrative Services hereby gives Notice of its acceptance of your bid submitted in response to Invitation to Bid No. OT903209 that opened on 07/21/08. Your company has been determined to be the lowest responsive and responsible and has been awarded a Contract for the item(s) listed therein. The bid response, to include the [Terms and Conditions for Bidding, Standard Contract Terms and Conditions, and Supplemental Contract Terms and Conditions](#), special contract terms & conditions, any bid addenda, specifications, pricing schedules and any attachments incorporated by reference and accepted by DAS become a part of this Supplemental Requirements Contract. As indicated in the Invitation to Bid, any award(s) resulting from this bid will be incorporated into the above referenced Primary Requirements Contract. In the event that any of the terms, conditions or specifications of the Requirements Contract differ, the terms, conditions or specifications of this Supplemental Requirements Contract shall prevail.

This Supplemental Requirements Contract is effective beginning 09/01/08 and will expire on 03/31/10, unless, prior to the expiration date, the Contract is renewed, terminated or cancelled in accordance with the Contract Terms and Conditions.

This Supplemental Requirements Contract is available to DAS/GSD, FACILITIES MANAGEMENT, LOCATIONS AS LISTED HEREIN, as applicable.

Agencies are eligible to make purchases of the listed supplies and/or services in any amount and at any time as determined by the agency. The State makes no representation or guarantee that agencies will purchase the volume of supplies and/or services as advertised in the Invitation to Bid.

Questions regarding this Supplemental Requirements Contract may be directed to:

Harry Graham
harry.graham@das.state.oh.us

The signed Supplemental Requirements Contract and Amendment(s) thereto, are available for review at and/or downloading from the DAS website at the following address:



<http://www.ohio.gov/procure>

Signed: _____
Hugh Quill, Director Date _____

SPECIAL CONTRACT TERMS AND CONDITIONS

SUPPLEMENTAL BID: Any award made as a result of this bid will become a part of Contract No. OT907907 effective 09/01/08, or upon the date when DAS signs the contract, whichever is later in time.

DELIVERY AND ACCEPTANCE: Services will be performed as set forth in the Contract and in accordance with paragraphs S-8, S-9, and S-10 of the SUPPLEMENTAL CONTRACT TERMS AND CONDITIONS. The location of performance will be noted on the purchase order issued by the participating agency. Payment for services rendered will occur upon the inspection and written confirmation by the ordering agency that the services provided conform to the requirements set forth in the Contract. Unless otherwise provided in the Contract, payment shall be conclusive except as regards to latent defects, fraud, or such gross mistakes as amount to fraud.

SITE VISIT: Prior to submitting their bid response, the Bidder should visit the facility they are bidding in order to survey the facility and to become familiar with the requirements of the bid. The Bidder must contact each facility to schedule an appointment. To schedule an appointment, please call the Facility contact person. Once a contract is awarded, failure of the Bidder to have requested a site visit to become familiar with the facility and requirements of the bid will be insufficient reason to support any request to be released from the contract.

CONTRACT AWARD: The contract will be awarded to the lowest responsive and responsible Bidder by low lot total. Failure to bid all items may result in the Bidder being deemed not responsive.

EVALUATION: Bids will be evaluated in accordance with Article I-17 of the "Instructions, Terms and Conditions for Bidding". In addition, the State will add the following:

1. The product of the monthly cost for scheduled service for each unit times the number of months in each contract year.
2. The sum of the costs of ten (10) hours of Straight-Time and ten (10) hours of each category of Overtime (M-F and Sat., Sun., holiday) for each contract year.

FIXED-PRICE WITH IN-SERVICE COST ADJUSTMENTS: The Contractor agrees to adjust the total monthly charges for any decrease/increase in the number of elevators to be serviced due to resident program changes and/or building destruction/construction/renovation programs for the duration of the Contract. All adjustments will be in accordance with the Contract.

MATERIAL SAFETY DATA SHEET: The Contractor shall provide a Material Safety Data Sheet (MSDS) for any hazardous chemical that he brings onto the facility property for the performance of this contract. The MSDS shall verify the Contractor's compliance with OSHA Hazard Communications Standard 29 CFR 1910.1200. The MSDS shall be given to the facility contact person prior to use of the hazardous chemical on the facility property.

BUSINESS REFERENCES: All Bidders shall submit with their bid, a list of at least three (3) companies and/or organizations with which they have had recent (within two [2] years) elevator service contracts. This list shall include the name and phone number of a contact person who will be familiar with the Bidder's job performance. The state may verify the Bidder's experience based upon the list of business references submitted and any other sources which the state deems appropriate.

AMENDMENT TO SUPPLEMENTAL CONTRACT TERMS AND CONDITIONS: The following Amendment to the Supplemental Contract Terms and Conditions does hereby become a part hereof. In the event that an amendment conflicts with the Supplemental Contract Terms and Conditions, the Amendment will prevail.

Paragraph S-13 (Commercial General Liability Insurance) is amended as follows:

1. If General Aggregate limit per project/per location is not available, General Aggregate limit must be increased to \$10,000,000.
2. Per Occurrence limit is increased to \$2,000,000.

SPECIFICATIONS

I. SCOPE AND CLASSIFICATION

A. Scope: The elevator service described in this Invitation to Bid (ITB) shall apply to the facilities listed herein. The awarded Contractor shall maintain the elevators covered by this contract in accordance with the requirements of these specifications, and shall maintain their contract speed, capacity and performance at all times. Any award made as a result of this ITB will become part of contract OT907907, Index No. LDC023D. This contract replaces OT902204, Index No. DAS003D.

B. Classification:

2. The Contractor shall maintain elevators and their associated equipment and accessories to comply with the requirements of the applicable ASME/ANSI A.17.1 safety codes and any other rules, ordinances, or building codes that may apply. The ANSI Elevator Inspection Manual A.17.2 shall be used as a guide to establish that the equipment is operating safely.

2. Locations.

FACILITY ADDRESS: 25 South Front Street, Columbus, Ohio						
ELEVATOR NUMBER	OWNER'S ID NUMBER	ELEVATOR TYPE	POWER TYPE	CAPACITY	MANUFACTURER	LANDINGS
1	7467	Passenger	Electric	3000	Otis	9
2	7468	Passenger	Electric	3000	Otis	9
3	7470	Passenger	Electric	3000	Otis	9
4	7469	Passenger	Electric	3000	Otis	9
5	7471	Passenger	Electric	5500	Otis	9
6	29034	Passenger	Hydraulic	3500	Canton	3

FACILITY ADDRESS: 246 North High Street, Columbus, Ohio						
ELEVATOR NUMBER	OWNER'S ID NUMBER	ELEVATOR TYPE	POWER TYPE	CAPACITY	MANUFACTURER	LANDINGS
8042	2969	Passenger	Electric	3000	Otis	9
8043	2969	Passenger	Electric	3000	Otis	9
8044	2969	Passenger	Electric	3000	Otis	11
8045	2969	Passenger	Electric	3000	Otis	9
8046	2969	Passenger	Electric	3000	Otis	9
8047	2969	Passenger	Electric	3000	Otis	9
8048	2969	Passenger	Electric	3000	Otis	9
8049	2969	Freight	Electric	4000	Otis	9
8040	2969	Passenger	Electric	3000	Otis	9

SPECIFICATIONS (Cont'd.)

FACILITY ADDRESS: 358 North Parkview, Bexley, Ohio (Governor's Residence)						
ELEVATOR NUMBER	OWNER'S ID NUMBER	ELEVATOR TYPE	POWER TYPE	CAPACITY	MANUFACTURER	LANDINGS
PE 1	NA	Passenger	Electric	650	Otis	4

FACILITY ADDRESS: 35 EAST CHESTNUT STREET, COLUMBUS, OHIO						
ELEVATOR NUMBER	OWNER'S ID NUMBER	ELEVATOR TYPE	POWER TYPE	CAPACITY	MANUFACTURER	LANDINGS
15632	1	Passenger	Electric	3500	Otis	10
15629	2	Passenger	Electric	3500	Otis	10
15631	3	Passenger	Electric	3500	Otis	10
15630	4	Passenger	Electric	3500	Otis	10
15628	5	Passenger	Electric	3500	Otis	10
15633	6	Freight	Electric	4000	Otis	11

II. APPLICABLE PUBLICATIONS:

- A. Ohio Revised Code, Chapter 4105
- B. Ohio Administrative Code, Chapter 4101:5

III. REQUIREMENTS:

A. General.

1. All periodic tests are included in this contract for full load, static, etc.
2. The Contractor shall maintain the original contract speed for each elevator car, in feet per minute, and the original performance time, which includes acceleration and retardation as designed and installed by the manufacturer. The Contractor shall perform the necessary adjustments as required to maintain the original door opening and closing time, within limits of applicable codes.
3. Signal and dispatching times shall be maintained in accordance with original manufacturer's specifications.
4. Contractor shall maintain machine room hoistway and pit equipment in a neat, clean condition at all times.
5. Contractor shall provide and use OSHA-approved barricades during any work exposed to the general public.
6. In the event that an elevator fails to operate, the Contractor shall restore that unit to service within twenty-four (24) hours of notification by the Owner. Failure to restore the unit to operation within seventy-two (72) hours may result in contract cancellation.
7. Before submitting a bid, the Bidder shall make a complete inspection of the equipment and systems. The Bidder shall submit with the bid an itemized list of the existing deficiencies that would require correction to bring the elevators up to an acceptable and satisfactory condition. The Bidder shall submit with the bid a report whether or not any deficiencies are noted. Note: If report is not received, it is held that the Bidder has not found any deficiencies, and all repair work will be at the Contractor's expense. There will be no surprise clean-up orders.

SPECIFICATIONS (cont.'d)

B. Scheduled Maintenance.

1. The Contractor shall maintain an Elevator Maintenance Record for each unit in accordance with ASME A17.1 (2000 edition) section 8.6.1.4 of the national elevator code adopted by Ohio. A guide for this record can be found at the Ohio Department of Commerce, Industrial Compliance Division's website: <http://www.com.state.oh.us/dic/documents/77.pdf>
2. All Bidders shall submit with their bid a schedule for inspection and adjustments in the form of a Check Chart, submitting one (1) chart for each different type of elevator system. The Check Chart is to indicate the preventive maintenance, routine and periodic inspections to be performed, and the frequency of those tasks. Upon award of the contract, the Contractor will, at his own expense, install a Check Chart in every machine room for each elevator included in the contract. Space will be provided on the Check Charts in which the servicing mechanics can indicate the date on which each item is serviced. During the contract period the Check Charts will be submitted to the Owner by the fifth day of the following month. At the time of each visit, the Contractor's personnel shall check in and out with the building Maintenance Dept. and/or building Security Dept. and sign the log. In addition, the Contractor's personnel shall leave a copy of the work ticket with the Building Manager which identifies repairs or maintenance performed.
3. Regular Routine Exams and Maintenance examinations shall be performed at a frequency of not less than semi-monthly for gearless equipment, and not less than monthly for geared and hydraulic equipment. During these examinations, the components listed in the check chart are to be checked and all necessary work performed relative to cleaning, lubrication and adjustment of the equipment. If the check charts are not maintained up to date, the Owner will assume the work has not been completed, thus resulting in a contract deduction. The components shall be checked in accordance with the schedule shown in the check chart.
4. Contractor shall not perform any non-contract maintenance/repair without prior approval from the Facility. If non-contract maintenance/repair is required, Contractor shall submit to Facility, for prior approval, a written, detailed estimate of Contractor's costs to perform said maintenance/repair. If the Contractor makes non-contract maintenance/repair without prior approval from Facility, that maintenance/repair shall be at the Contractor's expense.
5. The Contractor shall provide 24-hour per day call-back service. Unless stated otherwise in a facility's specific requirements, this call-back service shall consist of responding within two (2) hours to the request of a facility-authorized representative, by telephone or otherwise, at any time of any working day or as necessary, to restore any elevator service. In cases where a shutdown or emergency trouble should develop, at any time during the day or night, between regular examinations, the Contractor must have adequate personnel available to provide the emergency service twenty-four (24) hours per day, 365 days per year.
6. The Contractor will regularly and systematically examine the elevators and make necessary inspections and tests as required and shall include all routine and periodic inspection and tests as indicated on Part X of the ASME/ANSI A17.1 Safety Code. The Contractor shall maintain proper and safe operating conditions and shall furnish lubricants, materials as required.

Maintenance shall include cleaning of machines, controllers, selectors, motor generator sets, machine rooms, hoist ways, pits, and car tops; oiling, greasing, adjusting, repairing, and replacing parts as conditions require before the factor of safety has been dangerously reduced on any part of the entire elevator equipment, but not limited to: machine, motor, generator, and controller parts, including worm gears, thrusts, bearings, brake magnet coils or brake motors, brake shoes, brushes, commutators, rotating elements, contacts, coils resistance for operating and motor Index circuits, magnet frames, winding engines, signal system and light bulbs for signals; electric and mechanical appliances, hatchway rails, guides, guide shoes, traveling equipment, safety appliances, wire ropes, door equipment, pumps, pump motors, operating valves, valve motors, leveling valves, cylinder head, plunger exposed surfaces, plunger gland and packing, exposed piping, fittings, flexible pipe connections, operating control, check and relief valves, gauges, storage, discharge, pressure and vacuum tanks.

SPECIFICATIONS (cont.'d)

- Renew guide shoe gibs or guide rollers when this is necessary to insure smooth and quiet operation and, except where roller guides are used, to keep the guide rails properly lubricated. Renew all wire ropes as often as a necessary to maintain an adequate factor of safety; to equalize the tension on all hoisting ropes, and repair or replace conductor cables, and all other mechanical and electrical parts necessary to maintain the elevators in proper operating condition as per the latest edition of the American Standard Safety Code of Elevators, Dumbwaiters, Escalators, and Moving Sidewalks and the State's guidelines for the specific safety requirements covering the construction and operation of elevators, dumbwaiters, escalators, manlifts, and their hoist ways as published by the Ohio Department of Commerce, Industrial Compliance Division.
7. The Contractor, where applicable, shall maintain the original contract speed in feet per minute, the original performance time, including acceleration and retardation as designed and installed by the manufacturer, and shall perform the necessary adjustments as required to maintain the original door opening and closing time, within limits of applicable codes.
 8. The Contractor, where applicable, shall check Group Supervisory and Controlling Systems and make necessary tests to insure that all circuits and time settings are properly adjusted, and that the system performs as designed and installed by the original manufacturer.
 9. The Contractor shall be required to conduct, at the request of the Owner, annual Esterline Recording Meter Tests and/or periodic Traffic Tests to insure that said performance levels are constantly sustained. Failing to do so and/or submit documentation satisfactory to the Owner shall be considered as a breach of contract and subject the agreement to immediate cancellation.
 10. The Contractor shall examine periodically all safety devices and governors and conduct customary annual no load tests, and, if due on any of the above elevators, perform the five year full load test, full speed test of safety mechanism, overhead speed governors, car and counterweight buffers. The car balance shall be checked and the governor set. If required, the governor shall be sealed for proper tripping speed. The Contractor shall make pressure relief test and static test on hydraulic elevators per ASME/ANSI A17.1 Safety Code.
 11. The Contractor shall maintain the entire elevator plant as herein described, and shall employ all reasonable care to see that the elevator equipment is maintained in proper and safe operating condition.
 12. All planned inspection and/or maintenance service work under these specifications shall be performed during regular working hours. If scheduled work must be done after regular working hours or on weekends or holidays, it shall be done by prior consent of the Owner. Unless stated otherwise in this ITB, the Owner's normal working hours for the purpose of these specifications are 7:30 AM to 4:00 PM, Monday through Friday. Deviation from the above for the Contractor's convenience may be permitted; however, it will be at no additional expense to the Owner.
 13. The above call-back service shall be at no additional cost to the facility during regular work hours for electrical or mechanical functions due to normal wear and use. Call-back service required to correct vandalism or misuse of equipment shall be charged to the facility. Call-back service for electrical or mechanical functions due to normal wear and use during times other than regular working hours shall be charged extra to the Owner for the overtime premium portion only of the hours worked at the rate submitted by the Contractor on the bid response sheet. Overtime work must be approved by an authorized Facility representative. Removal of an elevator from service shall be coordinated with the Facility.
 14. The Contractor shall maintain an office with continuous telephone service where he can be reached twenty-four (24) hours a day, seven (7) days a week, Sundays and Holidays included.
 15. All replacement parts shall be specifically designed for the elevator on which they are to be used. The Contractor shall utilize all replacement parts from the original equipment manufacturer (OEM) of the elevator system, or from other suppliers for such original parts, provided, however, that parts purchased from suppliers other than OEM, are those which are regularly supplied to the original manufacturer and are approved by the original elevator manufacturer for use in their elevator systems.

SPECIFICATIONS (cont.'d)

In the event the Contractor needs to utilize any non-OEM replacement parts, he shall first submit a list of such parts, and obtain a written approval from the maintenance superintendent of the Facility. If use of non-OEM parts is approved, such parts shall be equal to or better than OEM parts and shall be completely compatible with the existing system in function and performance. Failure to comply may result in breach of contract.

16. The Contractor may maintain a stock of replacement parts at the building where the elevator maintenance services are to be performed. Until utilized, parts will remain the property of the Contractor. All parts replaced under the provisions of this contract shall be identical to original equipment or the equipment manufacturer's recommended replacement parts. The Contractor shall provide and install a storage cabinet with lock in the machine room for parts inventory that he maintains on-site. Removal of all waste matter, worn or broken parts, etc. from the site, shall be the responsibility of the Contractor.
17. The Contractor must own and have available at all times, in stock or warehouse, for immediate delivery and installation, sufficient supply of emergency spare parts for the repair of each elevator.
18. The Contractor shall also be equipped with such special testing meters, instruments, tools, etc., so as to facilitate prompt diagnosis, correction and repair or replacement without undue delay. These tools and instruments shall include, but are not limited to, the following:
 - a. Turning tools capable of turning any of the hoisting machine commutators of the job site.
 - b. Generator turning tools capable of turning the commutators on any of the motor generator sets without removing rotating elements from generators.
 - c. Machine tools capable of turning main motor drive sheave grooves on machines.
 - d. Oscilloscopes with associated circuitry to test main motor positive acceleration and retardation.
19. The Contractor shall keep the elevators and all related equipment in an equivalent to new operating condition and shall maintain not less than the same performance, efficiency and safety as specified upon completion by the original manufacturer. The Owner shall reserve the right, from time to time, to employ others to test the condition, speed and safety of the elevators as it may deem advisable. If it is found that the elevators are not up to standards as covered in this contract guarantee, the Owner may immediately demand that the elevators be placed in this condition, and, if not performed within reasonable length of time, the Owner may enter into an agreement with others to perform such work and deduct the total cost from the Contractor's monthly charges for the maintenance performed.
20. The Contractor shall maintain good housekeeping conditions in the machine rooms at all times and clean hoist way and all related equipment at least once each year. The Contractor shall be responsible for repairing and/or replacing all electrical wiring and conductors extending to the elevator system from circuit breakers and main line switches in machine rooms and from outlets in the hoist ways.
21. The Contractor is to assume no responsibility for the following items, which are not included under this contract: Hoistway door hinges, panels, frames, gates and sills, cabs, sump pumps, subflooring, floor coverings, cab doors, gates and removable cab panels, cab mirrors and handrails, power switches, fuses and feeders to controllers, light fixtures and lamps, cover plates for signal fixtures and operating stations, smoke detectors, cleaning of cab interiors, exposed sills and exposed escalator surfaces, plungers, casings and cylinders, all hydraulic piping and connections except that portion which is exposed in the machine room and hoistway, emergency power generators, telephones, intercom or music systems, and air conditioners or heaters. NOTE: The items excluded herein may be covered if the damage to them is due to a failure of the Contractor to perform its assigned duties; for example, car door panels which are scratched due to a failure to repair/replace defective door hanger assemblies.

SPECIFICATIONS (cont.'d)

22. The Contractor shall not be required to make repairs or renewals necessitated because of negligence or misuse of the machinery, equipment, car, or rendered necessary due to any other cause beyond his control.
23. The Contractor shall not be required to install new attachments on the equipment as directed or recommended by insurance companies or federal, state, municipal or other authorities. Nothing in this agreement shall be construed to mean the Contractor assumes any liability on account of accidents to persons, except those directly due to the negligent act or omissions of the Contractor's employees; and that the Owner's responsibility for accidents to persons while riding on or being in or about the equipment referred to is in no way affected by this agreement.
24. Contractor will be responsible for all travel costs (both mileage and hourly) for Scheduled Service Monthly Cost and any unscheduled service performed at the Straight-Time and/or the Overtime Rate under this contract.

C. Records To Be Supplied By The Owner.

Any available drawings can be obtained from the Owner on signed receipt for use, and such drawings shall be maintained on Owner's premises. Applicable changes shall be noted on drawings and they shall be maintained up to date at all times. On termination or expiration of the contract, they shall be returned to the Owner.

D. Qualifications.

1. The Contractor shall use trained persons directly employed and supervised by their firm. They shall be qualified to keep the equipment properly adjusted, and they shall use all reasonable care to maintain the elevator equipment in proper and safe operating condition.
2. The Contractor shall be one regularly engaged in the business of service of elevators of the type and character as herein described. If needed by the state of Ohio, the selected vendor must demonstrate how he will meet the requirements of this Invitation to Bid.
3. All Bidders shall also provide with their bid a list of their facilities, capacities, and the location which will be responsible for this contract.

E. Contractor's Liability.

1. The Contractor shall not be held responsible or liable for any loss, damage, detention or delay caused by accidents, strikes, lockouts or by any other cause which is unavoidable or beyond the Contractor's reasonable control or, in any event, for consequential damages. No work, services, or liability on the part of the Contractor, other than specifically mentioned herein, is included or intended.
2. The Contractor will defend, indemnify and hold the Owner harmless for all claims for personal injury, including wrongful death, and all claims for property damages which are occasioned by the acts or omissions of the Contractor or its agents in the performance of the contract.
3. The Contractor shall pay for all royalties and license fees, shall defend all suits or claims or infringements on any patent rights and shall hold the Owner harmless from loss on account thereof.
4. The Contractor shall pay any fine resulting from citations and/or from any tax imposed upon the Contractor by any existing or future law and the amount of any tax imposed upon the suppliers or the Contractor under any statute, court decision, rule or regulation becoming effective after the date of this contract which is based upon or incident to the transfer, use, ownership or possession of material or equipment involved in the performance hereof or the services rendered hereunder.

PRICE SCHEDULE:

25 SOUTH FRONT STREET, COLUMBUS, OHIO				SCHEDULED SERVICE MONTHLY COST	
ITEM: 4253					
Unit Description				09/01/08 thru 03/31/09	04/01/09 thru 03/31/10
1	7467	Passenger	Electric	\$219.45 per mo.	\$229.90 per mo.
2	7468	Passenger	Electric	\$219.45 per mo.	\$229.90 per mo.
3	7470	Passenger	Electric	\$219.45 per mo.	\$229.90 per mo.
4	7469	Passenger	Electric	\$219.45 per mo.	\$229.90 per mo.
5	7471	Passenger	Electric	\$219.45 per mo.	\$229.90 per mo.
6	29034	Passenger	Hydraulic	\$130.20 per mo.	\$136.40 per mo.
246 NORTH HIGH STREET, COLUMBUS, OHIO				SCHEDULED SERVICE MONTHLY COST	
ITEM: 8773					
Unit Description				09/01/08 thru 03/31/09	04/01/09 thru 03/31/10
8042	2969	Passenger	Electric	\$219.45 per mo.	\$229.90 per mo.
8043	2969	Passenger	Electric	\$219.45 per mo.	\$229.90 per mo.
8044	2969	Passenger	Electric	\$219.45 per mo.	\$229.90 per mo.
8045	2969	Passenger	Electric	\$219.45 per mo.	\$229.90 per mo.
8046	2969	Passenger	Electric	\$219.45 per mo.	\$229.90 per mo.
8047	2969	Passenger	Electric	\$219.45 per mo.	\$229.90 per mo.
8048	2969	Passenger	Electric	\$219.45 per mo.	\$229.90 per mo.
8049	2969	Freight	Electric	\$239.40 per mo.	\$250.80 per mo.
8040	2969	Passenger	Electric	\$219.45 per mo.	\$229.90 per mo.
358 NORTH PARKVIEW, BEXLEY, OHIO				SCHEDULED SERVICE MONTHLY COST	
ITEM: 4254					
Unit Description				09/01/08 thru 03/31/09	04/01/09 thru 03/31/10
PE 1	N/A	Passenger	Electric	\$130.20 per mo.	\$136.40 per mo.

PRICE SCHEDULE: (Cont'd.)

35 EAST CHESTNUT STREET, COLUMBUS, OHIO				SCHEDULED SERVICE MONTHLY COST			
ITEM: 8774							
Unit Description				09/01/08 thru 03/31/09		04/01/09 thru 03/31/10	
1	15632	Passenger	Electric	\$189.00	per mo.	\$198.00	per mo.
2	15629	Passenger	Electric	\$189.00	per mo.	\$198.00	per mo.
3	15631	Passenger	Electric	\$189.00	per mo.	\$198.00	per mo.
4	15630	Passenger	Electric	\$189.00	per mo.	\$198.00	per mo.
5	15628	Passenger	Electric	\$189.00	per mo.	\$198.00	per mo.
6	15633	Freight	Electric	\$189.00	per mo.	\$198.00	per mo.
Straight-Time Rate (During facility regular work hours)				\$80.00	per hr.	\$80.00	per hr.
Overtime Rate (at other than facility regular work hours, Monday thru Friday)				\$105.00	per hr.	\$105.00	per hr.
Overtime Rate (Saturday, Sunday, and holidays)				\$105.00	per hr.	\$105.00	per hr.

CONTRACTOR INDEX

CONTRACTOR AND TERMS:

0000146375
 Oracle Elevator
 6454 Fiesta Drive
 Columbus, OH 43235



CONTRACTOR'S CONTACT: Chuck Sebrey,

BID CONTRACT NO.: OT907907-10

DELIVERY: per ITB schedule

TERMS: Net 30 Days

Telephone: (614) 766-2040
 FAX: (614) 766-0896
 E-Mail: chuck.sebrey@oracleelevator.com

Receiving Purchase Order:
jessica.fetty@oracleelevator.com

SUMMARY OF AMENDMENTS

Amendment Number	Revision Date	Description
3	09/01/08	Add four (4) service locations for DAS/GSD, Facilities Management in Columbus/Bexley
2	07/01/08	Add service location at Northcoast Behavioral Healthcare, Northfield Campus; also advise that Cambridge Developmental Center is the agency-of-record for the unit formerly assigned to Appalachian Behavioral Healthcare (Cambridge)
1	07/27/07	Add service locations at Summit Behavioral Healthcare and Mt. Vernon Developmental Center