

INVITATION TO BID

State of Ohio
Department of Administrative Services
General Services Division
Office of Procurement Services

The Original Signed Bid must be submitted to the Office of Procurement Services to receive consideration for award.		BIDDER NAME	
BID NUMBER <u>OT902611</u>	OPENING DATE (1:00 p.m.) <u>August 13, 2010</u>	STREET ADDRESS <input type="checkbox"/> Check if remit address is different and list on separate sheet	
General Services Division Office of Procurement Services 4200 Surface Road Columbus, OH 43228-1395 Attn: Bid Desk		CITY STATE ZIP	
		COUNTY	MBE/EDGE CERTIFICATE NUMBER
		TELEPHONE NO. ()	TOLL FREE NO. 1 - ()
		CONTACT PERSON	FAX NO. ()
REQ./INDEX NO. LDC023	BID NOTICE DATE July 23, 2010	CONTRACTOR'S E-MAIL ADDRESS	
SELECT YOUR PREFERRED METHOD OF RECEIVING PURCHASE ORDERS AND ENTER THE E-MAIL OR FAX NUMBER INFORMATION (ONLY SELECT ONE METHOD) <input type="checkbox"/> E-Mail <input type="checkbox"/> Fax			
In addition to the standard terms for payment, the payment terms for state agency(ies) will be 2%, 10 Days, Net 30 Days unless otherwise stated in the following space. If no discount is offered, bidder should circle "Net 30 Days". _____%, _____ Days, Net 30 Days			
PARTICIPATING AGENCY(IES): OHIO REFORMATORY FOR WOMEN PICKAWAY CORRECTIONAL INSTITUTION and CAMBRIDGE PATROL POST			
THE DEPARTMENT OF ADMINISTRATIVE SERVICES, OFFICE OF PROCUREMENT SERVICES, IS SOLICITING BIDS FOR: PREVENTIVE ELEVATOR MAINTENANCE TERM OF CONTRACT: This Invitation to Bid is to establish a requirements contract to procure the described supplies or services on behalf of the above participating agency(ies). The agency(ies) may place orders against the Contract beginning <u>09/01/10</u> or upon the date when DAS signs the Contract, whichever is later in time. The Contract will expire <u>04/30/13</u> unless DAS terminates the Contract based upon reasons set forth in Article I-C of the Standard Contract Terms and Conditions. No agencies may place purchase orders against the Contract beyond the expiration date unless DAS renews the Contract by amendment. The Contractor may begin performance under the Contract only upon receipt of a valid order from a participating state agency. INSTRUCTIONS TO BIDDERS AND CONTRACT TERMS AND CONDITIONS, Revised 10-01-07, are a part of this Invitation to Bid. Copies may be downloaded by clicking on this link: Instructions: Terms and Conditions for Bidding, Standard Contract Terms and Conditions, and Supplemental Contract Terms and Conditions . All prior versions of Instructions to Bidders, Contract Terms and Conditions are null and void. By submitting this Invitation to Bid, the Contractor certifies that Contractor has truthfully disclosed the location(s) where all services are to be performed; the location(s) where all applicable State contract data is to be maintained or made available; and the principal location of business for the Contractor and all subcontractors. The Contractor further certifies and acknowledges that Contractor will not change the country of the location(s) where services are performed and will not change the country of the location(s) where data is maintained or made available without prior written consent of the State. Any questions or clarifications regarding this Invitation to Bid should be directed to the Office of Procurement Services through the Internet at www.ohio.gov/procure . All questions should be submitted a minimum of five (5) working days prior to the bid opening date.			
PRINTED/TYPED SIGNATURE 	AUTHORIZED SIGNATURE (ORIGINAL SIGNATURE ONLY) (Please sign in blue ink)		DATE

The ORIGINAL signed Bid must be submitted to the Office of Procurement Services by 1:00 o'clock p.m., on the above listed opening date to receive consideration for award. It is requested that the Bidder NOT sign their bid in BLACK ink. BIDDER CERTIFIES, by signature affixed to its bid, that the information provided by it in its bid including the certified statements, is accurate and complete. Bidder declares to have read and understood and agrees to be bound by all of the instructions, terms, conditions and specifications of this Invitation to Bid and agrees to fulfill the requirements of any awarded contract at the prices bid.

REQUIRED CERTIFICATION FOR BIDDING

Those bidders claiming preference for Domestic Source End Products and/or the Ohio preference, pursuant to Revised Code Sections 125.09 and 125.11 and Administrative Code Section 123:5-1-06 must complete the following information. Bidders who qualify as an "Ohio" bidder (offer an Ohio product or who have significant Ohio economic presence) or who qualify as a Border State bidder are eligible to receive a five percent (5%) preference over non-Ohio/Border state bidders. The state reserves the right to clarify any information during the evaluation process. **BIDDERS MUST COMPLETE THIS CERTIFICATION TO RECEIVE THE PREFERENCE.**

A. DOMESTIC PREFERENCE (BUY AMERICA): [Not applicable to "Excepted Products"]

- Where is each product/services being offered mined, raised, grown, produced or manufactured?
 United States: _____ (State) Canada Mexico (Go to B-1)
 Other: (Specify Country) _____ (Go to A-2)
- End product is manufactured outside the United States and at least 50% of the cost of its components are produced, mined, raised, grown or manufactured within the United States. The cost of components may include transportation costs to the place of manufacture and, in the case of components of foreign origin, duty whether or not a duty free entry certificate is issued.
 Yes (Go to Section B-1) No (Go to Section A-3)
- The Bidder hereby certifies that each end product, except the products listed below, is a domestic source end product as defined in the Buy America Act and that components of unknown origin have been considered to have been mined, produced, grown or manufactured outside the United States.
_____(Item) _____(Country of Origin)
_____(Item) _____(Country of Origin)

A domestic end source product is deemed to be excessively priced if it exceeds the cost of the foreign product by more than 6%. Pursuant to FAR, Part 25, the state of Ohio does not acquire supplies or services that cannot be imported lawfully into the United States. The contractor, their subcontractor(s) and any agent of the contractor or subcontractor must not acquire any supplies or services originating from sources within, or that were located in or transported from or through Cuba, Iran, Iraq, Libya, North Korea, Sudan Territory of Afghanistan controlled by the Taliban, or Serbia (excluding the territory of Kosovo).

B. OHIO PREFERENCE (BUY OHIO):

- The products/services being offered are raised, grown, produced, mined or manufactured in Ohio.
 Yes (Go to C) No (Go to B-2) 
- Bidder has significant economic presence within the state of Ohio. Yes (Answer a, b, c, d below) No (Go to B-3)
 - Bidder has paid the required taxes due the state of Ohio Yes No
 - Bidder is registered with the Ohio Secretary of State
 Yes (Charter/Registration No.: _____) No
Questions regarding registration should be directed to (614) 466-3910 or visit their web site at:
<http://www.sos.state.oh.us/>
 - Bidder has ten or more employees based in Ohio or border state. Yes No (Go to B-2d)
 - Bidder has seventy-five percent or more employees based in Ohio or border state. Yes No (Go to B-3)
- Border state bidder:
 Yes (Specify which state then go to B-2c): KY MI NY PA IN No (Go to B-4)
- Border state bidder: mined products mined in respective border state Yes No Not Applicable

C. E.D.G.E. DESIGNATION

Bidder is certified E.D.G.E. business Yes No

For information on E.D.G.E. designation, please visit the DAS Equal Opportunity Division website at:

<http://www.das.ohio.gov/Divisions/EqualOpportunity/tabid/80/Default.aspx>

D. DECLARATION REGARDING MATERIAL ASSISTANCE/NON-ASSISTANCE TO A TERRORIST ORGANIZATION (DMA)

The Bidder being awarded this Contract must:

- review the Terrorist Exclusion List at http://www.publicsafety.ohio.gov/links/terrorist_exclusion_list.pdf
- complete the Declaration Regarding Material Assistance/Non-Assistance to a Terrorist Organization (DMA) form <http://www.publicsafety.ohio.gov/links/HLS0038.pdf> and submit this with your bid response.

Failure to complete the Declaration Regarding Material Assistance/Non-Assistance to a Terrorist Organization (DMA) form may result in the bidder being deemed not responsive and/or may invalidate any Contract award. If not submitted with the bid response, the bidder will have seven (7) calendar days, after notification, to submit the form.

SPECIAL CONTRACT TERMS AND CONDITIONS

SUPPLEMENTAL BID: Any award made as a result of this bid will become a part of Contract No. OT905110 effective 08/27/10, or upon the date when DAS signs the contract, whichever is later in time.

NOTICE ON THE USE OF SOCIAL SECURITY NUMBERS AS FEDERAL TAX IDENTIFICATION NUMBERS

The Department of Administrative Services (Department) requires vendors and contractors wishing to do business with the State to provide their Federal Taxpayer Identification Number to the Department. The Department does this so that it can perform statutorily required "responsibility" analyses on those vendors and contractors doing business with the State and, under limited circumstances, for tax reporting purposes. If you are a vendor or contractor using your Social Security Number as your Federal Taxpayer Identification Number, please be aware that the information you submit is a public record, and the Department may be compelled by Ohio law to release Federal Taxpayer Identification Numbers as a public record. If you do not want to have your Social Security Number potentially disclosed as a Federal Taxpayer Identification Number, the Department encourages you to use a separate Employer Identification Number (EIN) obtained from the United States Internal Revenue Service's to serve as your Federal Taxpayer Identification Number.

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 as listed herein. 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 facility. A bidder may bid one or all facilities, but must bid all items in each facility bid.

EVALUATION: Bids will be evaluated in accordance with Article I-17 of the "Instructions to Bidders". 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, plus the costs of ten (10) hours of Straight-Time and ten (10) hours of Overtime for each contract year.

Failure to bid all items for a facility may result in the bidder being deemed not responsive for that facility.

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 used 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. The Contracts must have been held the entire term of the Contract and in good standing. 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.

ODRC STANDARDS OF CONDUCT FOR CONTRACTORS: All bidders for ODRC facilities shall familiarize themselves and any of their employees who will be assigned to any resultant contract, with the contents and requirements of the ODRC Standards of Conduct for Contractors. Please request a copy of this document from the managing officer of the facility.

GENERAL LIABILITY:

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.

SPECIAL CONTRACT TERMS AND CONDITIONS (cont'd)

USAGE REPORTS:

Every six months the contractor must submit a report indicating sales generated by this contract. The report shall list usage by customer, by line item, showing the quantities/dollars generated by this contract. The report shall be forwarded to the Office of Procurement Services, 4200 Surface Road, Columbus, OH 43228-1395, Attn: Lauren Brown.

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.

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
Ohio Reformatory for Women	1479 Collins Avenue, Marysville, OH 43040
Pickaway Correctional Institution	11781 St. Rt. 762, Orient, OH 43146
Cambridge Patrol Post	7051 Glenn Highway, Cambridge, OH 43725

SPECIFICATIONS (cont.'d)

II. APPLICABLE PUBLICATIONS:

- A. Ohio Revised Code, Chapter 4105, and latest amendments thereof
- B. Ohio Administrative Code, Chapter 4101:5, and latest amendments thereof

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 facility. 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.

B. Scheduled Maintenance.

1. The Contractor shall maintain an Elevator Maintenance Record for each unit in accordance with ASME A17.1 of the national elevator code adopted by Ohio.

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 facility 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.

2. Unless stated otherwise in a facility's specific requirements, 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 facility 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.

SPECIFICATIONS (cont.'d)

3. 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.
4. 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.
5. 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. 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.

6. 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.
7. 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.
8. The Contractor shall be required to conduct, at the request of the facility, 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 facility shall be considered as a breach of contract and subject the agreement to immediate termination.
9. 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.

SPECIFICATIONS (cont.'d)

10. 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.
11. 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 facility. Unless stated otherwise in this ITB, the facility'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 facility.
12. 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 facility 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.
13. 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.
14. 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. 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.
15. 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.
16. The State reserves the right to request an invoice, issued by the Contractor's supplier, for any replacement parts that are purchased as a result of the maintenance provided on this Contract.
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.

SPECIFICATIONS (cont.'d)

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 facility 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 facility may immediately demand that the elevators be placed in this condition, and, if not performed within reasonable length of time, the facility 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.
 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 facility'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 Facility.
- Any available drawings can be obtained from the facility on signed receipt for use, and such drawings shall maintained on facility'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 facility.
- D. Qualifications.
1. The Contractor shall use trained employees 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 Contractor must demonstrate how they 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.

SPECIFICATIONS (cont.'d)

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 facility 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 facility 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.

SPECIFICATIONS (cont.'d)

ELEVATORS TO BE SERVICED

OHIO REFORMATORY FOR WOMEN Contact: Jerry Henderson, (937) 642-1065, ext. 2045

MONTHLY SERVICE

LOCATION	NO.	MFG.	TYPE	POWER	CAPACITY	LANDINGS
Day Room	51097	Schindler	Passenger	Hydraulic	2,500	2
Day Room	51098	Schindler	Passenger	Hydraulic	2,500	2

PICKAWAY CORRECTIONAL INSTITUTION

Contact: Peg Brown, (614) 877-4362 ext. 560

MONTHLY SERVICE

LOCATION	NO.	MFG.	TYPE	POWER	CAPACITY	LANDINGS
Med/Seg Bldg	51884	Schindler	Passenger	Hydraulic	5,000	2
Med/Seg Bldg	51913	Schindler	Passenger	Hydraulic	5,000	2

CAMBRIDGE PATROL POST

Contact: Lt. Jeffrey D. LaRoche, (740) 432-7089

MONTHLY SERVICE

LOCATION	NO.	MFG.	TYPE	POWER	CAPACITY	LANDINGS
Main	45800	Wheel-O-Vator	Passenger	Hydraulic	1,400	2

Exceptions to Specifications for this facility: Contractor must provide copy of completed monthly checklist to the Post.
 Contractor must maintain sign-in log at the Post.

PRICE SCHEDULE:

OHIO REFORMATORY FOR WOMEN				
ITEM I.D.: 4165				SCHEDULED SERVICE MONTHLY COST
UNIT DESCRIPTION				09/01/10 THRU 04/30/13
LOCATION	NO.	MFG.	TYPE	
Day Room	51097	Schindler	Passenger	\$ per mo.
Day Room	51098	Schindler	Passenger	\$ per mo.
Straight-Time Rate (During facility regular work hours)				\$ per hr.
Overtime Rate (at other than facility regular work hours)				\$ per hr.

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PICKAWAY CORRECTIONAL INSTITUTION				
ITEM I.D.: 9318				SCHEDULED SERVICE MONTHLY COST
UNIT DESCRIPTION				09/01/10 THRU 04/30/13
LOCATION	NO.	MFG.	TYPE	
Med/Seg Bldg	51884	ThyssenKrup	Passenger	\$ per mo.
Med/Seg Bldg	51913	ThyssenKrup	Passenger	\$ per mo.
Straight-Time Rate (During facility regular work hours)				\$ per hr.
Overtime Rate (at other than facility regular work hours)				\$ per hr.

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CAMBRIDGE PATROL POST				
ITEM I.D.: 9323				SCHEDULED SERVICE MONTHLY COST
UNIT DESCRIPTION				09/01/10 THRU 04/30/13
LOCATION	NO.	MFG.	TYPE	
Main	45800	Wheel-O-Vator	Passenger	\$ per mo.
Straight-Time Rate (During facility regular work hours)				\$ per hr.
Overtime Rate (at other than facility regular work hours)				\$ per hr.

*
*

* 10 hours will be used for evaluation purposes only.

BIDDER DISCLOSURE STATEMENTS:

The Bidder must provide a declarative (yes/no) answer regarding the following questions. If any answer is affirmative, the Bidder must provide full details about the matter. While not an automatic cause for disqualification, an affirmative answer may result in an evaluation of the Bidder's responsibility. A decision will then be made based on the seriousness of the matter, the matter's possible impact on the performance of the contract, and the best interests of the State.

Within the past five (5) years:

ITEM	DISCLOSURE STATEMENT	YES	NO
A.	Has the Bidder and/or subject company had a contract terminated for default or cause?		
B.	Has the Bidder and/or subject company been assessed any penalties, including liquidated damages, under any of its existing or past contracts with any organization or governmental entity?		
C.	Has the Bidder and/or subject company been the subject of any governmental action limiting the right of the Bidder and/or subject company to do business with that entity or any other governmental entity?		
D.	Has trading in the stock of the subject company ever been suspended? Give date and explanation.		
E.	Has the Bidder and/or subject company previously operated as a like-kind business under any other business name and/or taxpayer identification number?		
F.	Has the Bidder and/or subject company, any company officer, or any owner of a twenty (20%) percent interest or greater in the subject company, filed bankruptcy, reorganization, a debt arrangement, moratorium, or any proceeding under any bankruptcy or insolvency law, or any dissolution or liquidation proceeding?		
G.	Has the Bidder and/or subject company, any company officer, or any owner of a twenty (20%) percent interest or greater in the company, been convicted of a felony or is currently under indictment on any felony charge?		
H.	Has the Bidder and/or subject company, any company officer, or any owner of a twenty (20%) percent interest or greater in the company, had a finding for recovery action issued by the Ohio Auditor of State for a sum of funds due the state of Ohio?		

By the signature affixed to Page 1 of this Bid, Bidder hereby certifies that the above information is true and accurate.

This completed form should be returned as part of the bid response. Failure to complete this page may deem your bid not responsive.

Contractor will indicate, by checking the appropriate box(es) below, which mode of transportation will apply to this contract.

- Bidder/Broker ("The Contractor") or their Subcontractor will make delivery or be performing services using a vehicle that is owned, leased or rented. Provide Certificate of Insurance documenting automobile liability with a Combined Single Limit of \$500,000.00.
- Goods/Services will be delivered via common carrier.
- No employee or representative of the Contractor will have cause to be on state property to make deliveries or to perform services.

DISCLOSURE OF SERVICE PROVIDERS (See Standard Contract Terms and Conditions, Section [Roman Numeral] V. General Provisions:, Paragraph G.): [For Services Contracts]

Bidders seeking to enter into a service contract shall disclose the following:

a) Principal location of business for the Contractor (Name/City/State/Country)

b) Location where services will be performed (Name/City/State/Country)

c) Location where any State data, applicable to the Contract, will be maintained or made available (Name/City/State/Country)

By the signature affixed to Page 1 of this Bid, Bidder hereby certifies that the above information is true and accurate. The Bidder agrees that no changes will be made to this list of subcontractors or locations where work will be performed or data will be stored without prior written approval of DAS. Any attempt by the Bidder/Contractor to change or otherwise alter subcontractors, locations where services will be performed or locations where data will be stored, without prior written approval of DAS, will be deemed as a default. If a default should occur, DAS will seek all legal remedies as set forth in the Terms and Conditions which may include immediate cancellation of the Contract. Failure to complete this page may deem your bid not responsive.

OBM – OHIO SHARED SERVICES

Vendor and Accounts Payable Forms may be downloaded from this website:

<http://ohiosharedservices.ohio.gov/Vendors.aspx?Page=2>

Except for Electronic Funds Transfer (EFT) forms, all completed forms should be returned to Shared Services via e-mail, fax, or mail. EFT forms must be mailed.

All contact information is available at the above link.

**AFFIRMATIVE ACTION/EQUAL EMPLOYMENT OPPORTUNITY
MANDATORY PLAN REGISTRATION**

Notice to Bidders

Equal Employment Opportunity: The Contractor will comply with all State and Federal laws regarding equal employment opportunity, including Ohio Revised Code Section 125.111 and all related Executive Orders.

Before a Contract can be awarded or renewed, an Affirmative Action Program Verification Form must be completed using the Ohio Business Gateway Electronic Filing website <http://business.ohio.gov/efiling/>. Bidders must register before completing an Affirmative Action Verification Form.

Approved Affirmative Action Plans can be found by going to the Equal Opportunity Departments web site: <http://odnapps01.odn.state.oh.us/das-eod/bmswebaavp.nsf/b2aee95274adf1028525735a005c938d>

Failure to complete these required forms may deem your Bid not responsive.

The remainder of this page is intentionally left blank.

BID SUBMISSION CHECKOFF LIST

SUBMITTED

REQUIRED

REQUIRED WITH THE BID RESPONSE

_____	Declaration Regarding Material Assistance (Page 2)	<u>YES</u>
_____	Business References (Page 3)	<u>YES</u>
_____	Bidder Disclosure Statements (Page 12)	<u>YES</u>
_____	Bid Automobile Liability Checklist (Page 13)	<u>YES</u>
_____	Vendor and Accounts Payable Forms (Page 14) (Submit these forms directly to Ohio Shared Services)	<u>YES</u>
_____	Affirmative Action Program Verification Form (Page 14)	<u>YES</u>
_____	Workers' Compensation Certificate (S-12)	<u>YES</u>
_____	Insurance Certificate (Page 3) and (S-13)	<u>YES</u>
_____	Buy Ohio and Domestic Preferences (Page 2)	<u>YES</u>
_____	Disclosure of Service Providers (Page 13)	<u>YES</u>

MANDATORY WITH THE BID RESPONSE

_____	Bid Cover Page, Signed in blue ink (Page 1)	<u>YES</u>
_____	Price Schedule (Pages 11)	<u>YES</u>

Note: In addition to the information normally provided on the Insurance Certificate, the state of Ohio specifically requires the following:

- a. Verification of Ohio Stop Gap Employer's Liability coverage with at least \$1,000,000 limit.
- b. Verification that the policy is endorsed to include a Waiver of Subrogation.
- c. Verification that coverage is primary over all other applicable insurance.
- d. Verification that the policy designates the state of Ohio as an additional insured.
- e. Certificate holder should be listed as follows:

State of Ohio
Office of Procurement Services
Bid No. OT902611
4200 Surface Road
Columbus, OH 43228

This checkoff list is provided solely for the Bidder's benefit. Submission of the mandatory/required materials does not guarantee that the Bidder will be deemed compliant with all of the specifications and requirements as stated in this bid. Completing the checkoff list does not absolve the Bidder's responsibility to thoroughly review and understand all of the specifications and requirements as stated in this bid.