

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>OT904014</u>	OPENING DATE (1:00 p.m.) <u>September 11, 2013</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 08/15/2013	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 Department of Administrative Services, Office of Properties and Facilities			
THE DEPARTMENT OF ADMINISTRATIVE SERVICES, OFFICE OF PROCUREMENT SERVICES, IS SOLICITING BIDS FOR: PREVENTIVE ELEVATOR AND ESCALATOR MAINTENANCE AND REPAIR-DAS OWNED BUILDINGS -DISALLE AND GOVERNOR'S RESIDENCE ONLY			
<u>TERM OF CONTRACT:</u> 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>09/23/13</u> or upon the date when DAS signs the Contract, whichever is later in time. The Contract will expire <u>05/31/16</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.			
<u>INSTRUCTIONS TO BIDDERS AND CONTRACT TERMS AND CONDITIONS</u> , Revised 09/2012, 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.procure.ohio.gov/ . 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)
a) Bidder has paid the required taxes due the state of Ohio Yes No
b) 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/>
c) Bidder has ten or more employees based in Ohio or border state. Yes No (Go to B-2d)
d) 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>

SPECIAL CONTRACT TERMS AND CONDITIONS

SUPPLEMENTAL BID: Any award made as a result of this bid will become a part of Contract No. OT905013 effective 09/23/13.

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: A Mandatory site visit for the visual evaluation of the required bid tasks and familiarization of the facilities is required prior to submitting a bid. Failure to visit a site prior to bidding may deem your bid as not responsive. The bidder must contact each facility to schedule an appointment. To schedule an appointment, please call the facility contact person as listed herein. Attendance will be taken.

Facility Name & Address	DAS Facility Manager Contact
DiSalle Government Center 640 Jackson Street, Toledo, OH 43604	Anthony Matney 614-466-0550
Governor's Residence 358 N. Parkview Bexley, OH 43209	Cameron Miller 614-644-7644 Ext. 5

CONTRACT AWARD: The contract will be awarded to the lowest responsive and responsible bidder by each set of facilities. A bidder may bid and be awarded one or all facility sets, but must bid all items in each facility set bid. The group of facilities are defined as:

Bid Set #4-DiSalle Government Center, Toledo, OH
Bid Set #6-Governor's Residence, Bexley, OH

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, annual and quarterly cost for scheduled service for each unit times the number of months needed to arrive at an annual total (i.e. \$20.00 per quarter times 4 equals \$80.00 annually), plus
- (2) the costs of 10 hours of Straight-Time and
- (3) the costs of 10 hours of Overtime, plus
- (4) the Five Year Full Load Test, and
- (5) the State will calculate the product of \$1000.00 for Replacement Parts and Components Mark-Up Percentage times the percentage bid, and add that to the \$1000.00.

⁽¹⁻⁵⁾The sum of these five totals will arrive at the total to be evaluated for this Bid.

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/escalators 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 and will require pre-approval by the facility and DAS.

SPECIAL CONTRACT TERMS AND CONDITIONS

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 [Occupational Safety & Health Administration \(OSHA\)'s Hazard Communications 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 3 companies and/or organizations with which they have had recent (within 2 years) elevator/escalator 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.

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.

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: Geraldine Berry, CPPB.

FIXED-PRICE WITH ECONOMIC ADJUSTMENT: The contract prices(s) will remain firm for the first twelve (12) months duration of the contract. Thereafter, the Contractor may submit a request to increase their price(s) to be effective sixty (60) calendar days after acceptance by DAS. No price adjustment will be permitted prior to the effective date of the increase received by the Contractor from his suppliers, or on purchase orders that are already being processed, or on purchase orders that have been filled and are awaiting shipment. If the Contractor receives orders requiring quarterly delivery, the increase will apply to all deliveries made after the effective date of the price increase.

The price increase must be supported by a general price increase in the cost of the finished supplies, due to increases in the cost of raw materials, labor, freight, Workers' Compensation and/or Unemployment Insurance, etc. Detailed documentation, to include a comparison list of the contract items and proposed price increases, must be submitted to support the requested increase. Supportive documentation should include, but is not limited to: copies of the old and the current price lists or similar documents which indicate the original base cost of the product to the Contractor and the corresponding increase, and/or copies of correspondence sent by the Contractor's supplier on the supplier's letterhead, which contain the above price information and explains the source of the increase in such areas as raw materials, freight, fuel or labor, etc.

Should there be a decrease in the cost of the finished product due to a general decline in the market or some other factor, the Contractor is responsible to notify DAS immediately. The price decrease adjustment will be incorporated into the contract and will be effective on all purchase orders issued after the effective date of the decrease. If the price decrease is a temporary decrease, such should be noted on the invoice. In the event that the temporary decrease is revoked, the contract pricing will be returned to the pricing in effect prior to the temporary decrease. For quarterly deliveries, any decrease will be applied to deliveries made after the effective date of the decrease. Failure to comply with this provision will be considered as a default and will be subject to Provision I.C. "Termination/Suspension" and Provision II. of the "Contract Remedies:" of the "Standard Contract Terms and Conditions".

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SPECIFICATIONS

I. SCOPE AND CLASSIFICATION

The elevator/escalator service described in this Invitation to Bid (ITB) shall apply to the facilities listed herein. The awarded Contractor shall maintain the elevators/escalators covered by this contract in accordance with the requirements of these specifications, and shall maintain their contract speed, capacity and performance at all times.

The Contractor shall maintain elevators/escalators 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.

II. FACILITIES

DiSalle Government Center, 640 Jackson Street, Toledo, OH 43604
Governor's Residence, 358 N. Parkview, Bexley, OH 43209

III. APPLICABLE PUBLICATIONS

- A. Ohio Revised Code, Chapter 4105, and latest amendments thereof
- B. Ohio Administrative Code, Chapter 1301:3-6 and 4101:5, and latest amendments thereof

IV. REQUIREMENTS

A. General

1. Periodic tests are included in this contract for full load, static, etc. Five year full load testing is listed as a separate line item in the pricing schedule.
2. The Contractor shall maintain the original contract speed for each elevator/escalator 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.

NOTE: If changes are required or recommended, the Contractor shall communicate both positive and negative benefits to proposed changes in writing to the on-site DAS Facility Manager. The Contractor shall not make changes to any elevator/escalator speed, performance time, acceleration, retardation, door opening time and door closing time unless otherwise approved in advance by the DAS Facility Manager.

3. Signal and dispatching times shall be maintained in accordance with original manufacturer's specifications.

NOTE: If changes are required or recommended, the Contractor shall communicate both positive and negative benefits to proposed changes in writing to the on-site DAS Facility Manager. The Contractor shall not make changes to elevator/escalator signal and dispatching times unless otherwise approved in advance by the DAS Facility Manager.

4. Contractor shall maintain machine room hoist way 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 24 hours of notification by the facility. Failure to restore the unit to operation within 72 hours may result in Contract cancellation.

SPECIFICATIONS

7. Before submitting a bid, the Bidder should complete an inspection of the equipment and systems. The bidder should 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. Inspections shall be coordinated with the on-site DAS Facility Manager.

Note: If the 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.

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.
2. All bidders shall submit with their bid a schedule for inspection and adjustments in the form of a Check Chart, submitting 1 chart for each different type of elevator/escalator system. The Check Chart is to indicate the preventive maintenance, routine and periodic inspections to be performed, and the frequency of those tasks.
3. Upon award of the contract, the Contractor will, at his own expense, install a new Check Chart in every machine room for each elevator/escalator 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 DAS Facility Manager by the fifth day of the following month. At the time of each visit, the Contractor's personnel shall sign in and out with the Facility Management Office during normal business hours and with the Security during non-business hours. In addition, the Contractor's personnel shall leave a copy of the work ticket before leaving the Facility with the Facility Management Office that describes, in detail, the original reported deficiency, the cause of the deficiency, the repair or maintenance performed and any recommendations if applicable.
4. Routine 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 inspected and necessary work shall be performed relative to cleaning, lubrication and adjustment of the equipment. If Check Charts are not maintained and updated, the facility will assume the work has not been completed. The components shall be checked in accordance with the schedule shown in the Check Chart.
5. Contractor shall not perform any non-contract maintenance/repair without prior approval from the facility. If non-contract maintenance/repair is required, the Contractor shall submit to the DAS Facility Manager, for prior approval, a written, detailed estimate of the Contractor's costs to perform said maintenance/repair. If the Contractor performs non-contract maintenance or repair without prior approval from the facility, that maintenance/repair shall be at the Contractor's expense.
6. Normal business hours are defined as 7:00AM to 6:00PM, Monday to Friday, excluding holidays.
7. Non-business hours are defined as 6:01PM to 6:59AM, Monday to Friday, and including holidays and weekends.
8. The Contractor shall provide 24-hour per day call-back service. The Contractor must have adequate personnel available to provide the emergency service 24 hours per day, 365 days per year.
9. In cases of entrapment for any reason during normal business hours, the Contractor shall provide a technician to respond on site within 15 minutes (preferred) and 30 minutes (maximum) to the request of a facility-authorized representative by telephone or otherwise. If the Contractor is not able to respond within 30 minutes, the Contractor shall contact the facility-authorized representative by telephone and advise of their estimated time of arrival and provide telephone support as required. The Contractor shall ensure a technician is on site no later than 40 minutes from the original time of notification for purposes of this contract.
10. In cases of equipment failure/malfunction or emergency situations causing disruption to the normal elevator operation during normal business hours in which entrapment is not a consideration, the Contractor must provide a technician on site within 2 hours of being notified by a facility-authorized representative.
11. In cases of entrapment for any reason during non-business hours, the Contractor shall provide a technician to respond on site within 60 minutes (preferred) and 90 minutes (maximum) to the request of a facility-authorized representative by telephone or otherwise. If the Contractor is not able to respond within 90 minutes, the Contractor shall contact the facility-authorized representative by telephone and advise of their estimated time of arrival and provide telephone support as required. The Contractor shall ensure a technician is on site no later than 90 minutes from the original time of notification for purposes of this contract.

SPECIFICATIONS

12. The Contractor shall provide all call-back services at no cost to the Owner in cases of, but not limited to:
 - a. Entrapment for any reason;
 - b. More than one elevator is "out of service";
 - c. The "group dispatching" malfunctions;
 - d. A life/safety problem is suspected;
 - e. Electrical or mechanical malfunctions due to normal wear and use.
13. Call-back service required to correct vandalism or misuse of equipment shall be charged to the facility. Call-back service for electrical or mechanical malfunctions 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/escalator from service shall be coordinated with the facility.
14. The Contractor will regularly and systematically examine, inspect and test elevators as required. Preventive maintenance shall include all routine and periodic inspections and tests as indicated in the ASME/ANSI A17.1 Safety Code. The Contractor shall maintain proper and safe operating conditions and shall furnish lubricants and materials as required.
15. 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/escalator 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 necessary to maintain the elevators/escalators in proper operating condition as per the latest edition of the ASME/ANSI A17.1 and the State's guidelines (as stated in Section III – Applicable Publications) for the specific safety requirements covering the construction and operation of elevators, dumbwaiters, escalators, manlifts, and their hoist ways.
16. 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.

NOTE: If changes are required or recommended, the Contractor shall communicate both positive and negative benefits to proposed changes in writing to the on-site DAS Facility Manager. The Contractor shall not make changes to any elevator/escalator speed, performance time, acceleration, retardation, door opening time and door closing time unless otherwise approved in advance by the DAS Facility Manager.
17. 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. As such, the Contractor is required to maintain all applicable software applications allowing for the performance of these services for each manufacturer's elevator.
18. 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 satisfactorily to the facility shall be considered as a breach of contract and subject the agreement to immediate termination.
19. The Contractor shall examine periodically all safety devices and governors and conduct customary annual no load tests. Additionally, the Contractor must perform the five year full load test, full speed test of safety mechanism, overhead speed governors, as well as 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

20. The Contractor shall maintain the entire elevator/escalator plant as herein described, and shall employ all reasonable care to see that the elevator/escalator equipment is maintained in proper and safe operating condition.
21. All planned inspection and/or maintenance service work under these specifications shall be performed between the hours of 7:00 AM & 12:00 AM, Monday through Friday. If scheduled work must be done on weekends or holidays, it shall be coordinated with the DAS Facility Manager in advance. Deviation from the above for the Contractor's convenience may be permitted; however, it will be at no additional expense to the facility.
22. All replacement parts shall be specifically designed for the elevator/escalator on which they are to be used. The Contractor shall utilize all replacement parts from the original equipment manufacturer (OEM) of the elevator/escalator system, or from suppliers that can provide such original parts. Parts purchased from suppliers other than OEM are those which are regularly supplied to the original manufacturer and are approved by the original elevator/escalator manufacturer for use in their elevator/escalator systems. In the event the Contractor requires non-OEM replacement parts, the Contractor shall first submit a list of such parts to the maintenance superintendent of the facility to obtain a written approval. 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.
23. The State is responsible for required replacement parts for service outside of Preventive Maintenance. All replacement parts and components utilized during a repair service will be paid at cost plus percentage mark-up.
24. 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/escalator.
25. The Contractor shall also be equipped with special testing meters, instruments and tools 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.
26. The Contractor shall keep the elevators/escalators and all related equipment in an equivalent to new operating condition and shall maintain 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/escalators as it may deem advisable. If it is found that the elevators/escalators are not up to standards as covered in this Contract guarantee, the facility may immediately demand that the elevators/escalators 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.
27. 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 of all electrical wiring and conductors extending to the elevator/escalator system from circuit breakers, main line switches in machine rooms and outlets in the hoist ways.
28. 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.

SPECIFICATIONS

29. 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. The Contractor is responsible for installing and mounting equipment and new attachments in accordance with federal, state and local laws and regulations. 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.

30. 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 be maintained on facility's premises. Applicable changes shall be noted on drawings and they shall be maintained and updated 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/escalator equipment in proper and safe operating condition.
2. The Contractor shall be one regularly engaged in the business of service of elevators/escalators of the type and character as herein described herein. If requested by the state of Ohio, the Bidder 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.

E. Contractor's Liability

1. The Contractor is responsible for repairing and bringing equipment back in working condition 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. Repair work will be completed at the rates included in the contract price schedule.
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 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.

F. Pricing Structure

1. The Bidder shall provide a scheduled service cost as defined in this document for each elevator/escalator to apply to all routine maintenance and repairs as defined herein.
2. The Bidder shall provide a "Straight-Time Rate" per hour to perform non-contract maintenance/repair of any device or related systems identified in the specifications during normal business hours. Normal business hours are defined as 7:00AM to 6:00PM, Monday to Friday, excluding holidays.

SPECIFICATIONS

F. Pricing Structure (contd.)

3. The Bidder shall provide an "Overtime Rate" per hour to perform non-contract maintenance/repair of any device or related systems identified in the specifications during non-business hours. Non-business hours are defined as 6:01PM to 6:59AM, Monday to Friday, and including all holidays and weekends.
4. The Bidder shall provide a "Replacement Parts and Components and Mark-Up" percentage multiplier on supplies to perform non-contract maintenance/repair of any device or related systems identified in the specifications.
5. The Bidder shall provide a cost for a Five Year Full Load Test per elevator to be used at the discretion of the facility.

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**SPECIFICATIONS
ELEVATORS TO BE SERVICED**

DISALLE GOVERNMENT CENTER				Contact: Anthony Matney, (614) 466-0550		
MONTHLY SERVICE						
LOCATION(NO.)	NO.	MFG.	TYPE	POWER	CAPACITY	LANDINGS
1	26821	Schindler	Passenger	Electric	3500	12
2	26822	Schindler	Passenger	Electric	3500	12
3	26823	Schindler	Passenger	Electric	3500	12
4	26824	Schindler	Passenger	Electric	3500	12
5	26825	Schindler	Passenger	Electric	3500	12
6	26826	Schindler	Passenger	Electric	3500	12
7	26827	Schindler	Passenger	Electric	3500	11
8	26828	Schindler	Passenger	Electric	3500	11
9	26829	Schindler	Passenger	Electric	3500	11
10	26830	Schindler	Passenger	Electric	3500	11
11	26831	Schindler	Passenger	Electric	3500	11
12	26832	Schindler	Freight	Electric	4000	24

GOVERNOR'S RESIDENCE				Contact: Cameron Miller, 614-644-7644 ext. 5		
MONTHLY SERVICE						
LOCATION(NO.)	NO.	MFG.	TYPE	POWER	CAPACITY	LANDINGS
PE 1	N/A	OTIS	Passenger	Electric	650	4

PRICE SCHEDULE

DISALLE GOVERNMENT CENTER (BID SET #4)				
ITEM I.D.:				SCHEDULED SERVICE MONTHLY COST
UNIT DESCRIPTION				
LOCATION (NO.)	NO.	MFG.	TYPE	
1	26821	Schindler	Passenger	\$ per mo.
2	26822	Schindler	Passenger	\$ per mo.
3	26823	Schindler	Passenger	\$ per mo.
4	26824	Schindler	Passenger	\$ per mo.
5	26825	Schindler	Passenger	\$ per mo.
6	26826	Schindler	Passenger	\$ per mo.
7	26827	Schindler	Passenger	\$ per mo.
8	26828	Schindler	Passenger	\$ per mo.
9	26829	Schindler	Passenger	\$ per mo.
10	26830	Schindler	Passenger	\$ per mo.
11	26831	Schindler	Passenger	\$ per mo.
12	26832	Schindler	Passenger	\$ per mo.
* Straight-Time Rate (7:00AM-6:00PM, Monday through Friday, excluding Holidays)				\$ per hr.
* Overtime Rate (6:01PM-6:59AM including Holidays and weekends)				\$ per hr.
** Replacement Parts and Components Mark-Up Percentage				%
5 Year Full Load Test			\$	Every 5 Years (per elevator)

* 10 hours will be used for evaluation purposes only.

** \$1000.00 will be used for evaluation purposes only.

PRICE SCHEDULE

GOVERNOR'S RESIDENCE (BID SET #6)				
ITEM I.D.:				SCHEDULED SERVICE MONTHLY COST
UNIT DESCRIPTION				
LOCATION (NO.)	NO.	MFG.	TYPE	
1	47562	Otis	Passenger	\$ per mo.
* Straight-Time Rate (7:00AM-6:00PM, Monday through Friday, excluding Holidays)				\$ per hr.
* Overtime Rate (6:01PM-6:59AM including Holidays and weekends)				\$ per hr.
** Replacement Parts and Components Mark-Up Percentage				%
5 Year Full Load Test				\$ Every 5 Years (per elevator)

* 10 hours will be used for evaluation purposes only.

** \$1000.00 will be used for evaluation purposes only.

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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) Principal location of all subcontractors (Name/City/State/Country)

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

d) 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.

DEPARTMENT OF ADMINISTRATIVE SERVICES

STANDARD AFFIRMATION AND DISCLOSURE FORM

EXECUTIVE ORDER 2011-12K

Governing the Expenditure of Public Funds on Offshore Services

By the signature affixed hereto, the Contractor affirms, understands and will abide by the requirements of Executive Order 2011-12K. If awarded a contract, both the Contractor and any of its subcontractors shall perform no services requested under this Contract outside of the United States.

The Contractor shall provide all the name(s) and location(s) where services under this Contract will be performed in the spaces provided below or by attachment. Failure to provide this information may subject the Contractor to sanctions. If the Contractor will not be using subcontractors, indicate "Not Applicable" in the appropriate spaces.

1. Principal location of business of Contractor:

(Address)

(City, State, Zip)

Name/Principal location of business of subcontractor(s):

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

2. Location where services will be performed by Contractor:

(Address)

(City, State, Zip)

Name/Location where services will be performed by subcontractor(s):

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

3. Location where state data will be stored, accessed, tested, maintained or backed-up, by Contractor:

(Address)

(Address, City, State, Zip)

Name/Location(s) where state data will be stored, accessed, tested, maintained or backed-up by subcontractor(s):

(Name)

(Address, City, State, Zip)

Contractor also affirms, understands and agrees that Contractor and its subcontracts are under a duty to disclose to the State any change or shift in location of services performed by Contractor or its subcontractors before, during and after execution of any contract with the State. Contractor agrees it shall so notify the State immediately of any such change or shift in location of its services. The state has the right to immediately terminate the contract, unless a duly signed waiver from the State has been attained by the Contractor to perform the services outside the United States.

On behalf of the Contractor, I acknowledge that I am duly authorized to execute this Affirmation and Disclosure form and have read and understand that this form is part of any Contract that Contract may enter into with the State and is incorporated therein.

By: _____
Contractor

Print Name: _____

Title: _____

Date: _____