

Commissioner Paula Brooks President

Commissioner Marilyn Brown Commissioner John O'Grady

Purchasing Department Karl H. Kuespert, C.P.M., Director

INVITATION TO BID AND CONTRACT DOCUMENTS

FOR

INVITATION TO BID NUMBER: 2012-03-14

DATE AND TIME OF BID OPENING: July 18, 2012 at 2:00 pm

PROJECT NAME: Elevator and Dumbwaiter Services

This Invitation to Bids (ITB) is issued under the provisions of the Ohio Revised Code (ORC) Sections 307.86 to 307.92. All bids submitted in response to this ITB shall comply with Ohio law. The laws of the State of Ohio will govern any disputes rising under this ITB and subsequent contract.

SUMMARY OF PROJECT/BID

The Franklin County Board of Commissioners on behalf of Public Facilities Management is seeking bids from experienced and qualified Contractors to provide Elevator and Dumbwaiter Services for fifteen (15) Franklin County Facilities. Furnish labor, material, equipment and supervision to perform repair and maintenance. The contract term shall be for three (3) years with two (2) optional one (1) year extension periods.

*NAME OF COMPANY: _	OTIS Elevator Company
NAME OF OFFICIAL:	bret McCay
**ORDER PLACEMENT/CONTACT NAME:	Mot Willens
ADDRESS:	2231 Westbroke arve
CITY, STATE, & ZIP:	alymbis, OH 43228
TELEPHONE NUMBER:	
FAX NUMBER:	614-m-6619
	matthew willows a otis con

* This must be your company's complete legal name.

All contract terms, conditions, and specifications set forth in this bid document shall become part of the contract documents. Those making bids are reminded to return the entire Invitation to Bid with their submission to Franklin County Purchasing Department, 373 South High Street, 25th Floor, Columbus, Ohio 43215-6315.

^{**} Order Placement/Contact Name is the Party whom will be main point of contact for Franklin County in regards to any and all questions pertaining to Offeror's Bid.



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*NAME OF COMPANY: _	Otis Elevatar Company
NAME OF OFFICIAL:	Brett McCay
**ORDER PLACEMENT/CONTACT NAME:	Matt Willens
	2231 Westbrooke Drive
	Columbus, OH 43228
TELEPHONE NUMBER:	
FAX NUMBER:	614-777-6519
EMAIL:	matthew. wilkens@otis.com

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Interchange Corporate Center 450 Plymouth Road, Suite 400 Plymouth Meeting, PA. 19462-1644 Ph. (610) 832-8240

BID BOND

Bond Number: N/A	
KNOW ALL MEN BY THESE PRESENTS, that we OTIS ELEVATOR COMPANY 2231 Westbrooke Drive, Columbus, OH 43228 and LIBERTY MUTUAL INSURANCE COMPANY, a M "Surety"), are held and firmly bound unto	, as principal (the "Principal"), assachusetts stock insurance company, as surety (the
FRANKLIN COUNTY BOARD OF COMMISSIONERS 373 South High Street, Columbus, OH 43215-6315 the penal sum of	, as obligee (the "Obligee"), in
for the payment of which sum well and truly to be made, heirs, executors, administrators, successors and assigns	
WHEREAS, the Principal has submitted a bid for: Elevator & Dumbwaiter Services: @ Franklin County Public Fac 373 South High Street, Columbus, OH 43215	cilities Management
NOW, THEREFORE, if the Obligee shall accept the bid of period be specified, within sixty (60) days after opening. Obligee in accordance with the terms of such bid, and giver or contract documents, or in the event of the failure of bond or bonds, if the Principal shall pay to the Oblige hereof between the amount specified in said bid and succontract with another party to perform the work covered otherwise to remain in full force and effect. In no event shall provide the provided in writing by registered mail, to the attention within 120 days of the date of this bond. Any suit under (1) year from the date of this bond. If the provisions of the period of limitation available to sureties as a defense in the	g, and the Principal shall enter into a contract with the ve such bond or bonds as may be specified in the bidding of the Principal to enter into such contract and give such the ethe difference in money not to exceed the penal sum the larger amount for which the Obligee may in good faith the lability hereunder exceed the penal sum hereof. EDENT, that any claim by Obligee under this bond must on of the Surety Law Department at the address above, this bond must be instituted before the expiration of one his paragraph are void or prohibited by law, the minimum the jurisdiction of the suit shall apply.
DATED as of this11th day of July	, 20_12
WITNESS/ATTEST: Shace Laterza Grace Laterza	OTIS ELEVATOR COMPANY (Principal) By: Name: Halina Kazmierczak Title: Attorney-In-Fact
	By: Sandra Diaz Attorney-In-Fact (Seal)

Office of Financial Regulation Services 50 West Town Street Third Floor- Suite 300 Columbus, Ohio 43215 (614) 644-2658 Fax (614) 644-3256 www.ohioinsurance.gov

Ohio Department of Insurance

John R. Kasich - Governor Mary Taylor - Lt. Governor/Director

Certificate of Compliance



Issued

03/27/12 04/02/12

Expires

Effective 04/01/13

I, Mary Taylor, hereby certify that I am the Lt. Governor/Director of Insurance in the State of Ohio and have supervision of insurance business in said State and as such I hereby certify that

LIBERTY MUTUAL INSURANCE COMPANY

is authorized to transact the business of insurance under the following section(s) of the Ohio Revised Code:

Section 3929.01 (A)

Accident & Health

Aircraft

Allied Lines

Boiler & Machinery

Burglary & Theft

Collectively Renewable A & H

Commercial Auto - Liability Other

Commercial Auto - No Fault

Commercial Auto - Phys. Damage

Credit

Credit Accident & Health

Earthquake

Fidelity

Financial Guaranty

Fire

Glass

Group Accident & Health

Guaranteed Renewable A & H

nary Jaylor

Inland Marine

Medical Malpractice

Multiple Peril - Commercial

Multiple Peril - Farmowners

Multiple Peril - Homeowners

Noncancellable A & H

Nonrenew - State Reasons (A&H)

Ocean Marine

Other Accident only

Other Liability

Private Passenger Auto - No Fault

Private Passenger Auto-Liability Other

Private Passenger-Phys Damage

Surety

Workers Compensation

LIBERTY MUTUAL INSURANCE COMPANY certified in its annual statement to this Department as of December 31, 2011 that it has admitted assets in the amount of \$37,394,843,149, liabilities in the amount of \$23,798,408,089, and surplus of at least \$13,596,435,060.

IN WITNESS WHEREOF, I have hereunto subscribed my name and caused my seal to be affixed at Columbus, Ohio, this day and date.

Mary Taylor

Lt. Governor/Director

Effective Date: April 24, 1924 Expiration Date: April 1, 2013

State of Ohio Department of Insurance

Certificate of Authority

This is to Certify, that

LIBERTY MUTUAL INSURANCE COMPANY

NAIC No. 23043

is authorized in Ohio to transact the business of insurance as defined in the following section(s) of the Ohio Revised Code:

Section 3929.01 (A)

Accident & Health

Aircraft

Allied Lines

Boiler & Machinery

Burglary & Theft

Collectively Renewable A & H

Commercial Auto - Liability Other

Commercial Auto - No Fault

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Ocean Marine

Other Accident only

Other Liability

Private Passenger Auto - No Fault

Private Passenger Auto-Liability Other

Private Passenger-Phys Damage

Surety

Workers Compensation

This Certificate of Authority is subject to the laws of the State of Ohio.



John R. Kasich, Governor

Mary Taylor, Lt. Governor/Director

David H Long LIBERTY MUTUAL INSURANCE COMPANY 175 Berkeley St Boston, MA 02116

SPECIAL POWER OF ATTORNEY

OTIS ELEVATOR: COMPANY, a corporation organized and existing under the laws of the State of New Jersey ("the Company"), on behalf of itself, its subsidiaries and affiliates, hereby makes, constitutes and appoints AON RISK SERVICES, INC. OF CONNECTICUT, a corporation organized and existing under the laws of the State of Connecticut and AON RISK SERVICES, INC. OF NEW YORK, a corporation organized and existing under the laws of the State of New York, as the Company's or its subsidiaries' or affiliates' true and lawful attorneys in fact, with full power to execute, seal and deliver on behalf of the Company, its subsidiaries or affiliates, surety bonds and documents ancillary thereto issued in the course of the Company's, its subsidiaries' or affiliates' business, subject to the provisions of the Insurance Brokerage and Service Agreement effective March 1, 2007 among AON Risk Services of Connecticut, AON Risk Services of New York, and United Technologies Corporation, as amended or supplemented from time to time, and to bind the Company, its subsidiaries or affiliates thereby as if such veritings had been duly executed and acknowledged by officers of the Company or its subsidiaries or affiliates.

IN WITNESS WHEREOF, the Company has caused this Special Power of Attorney to be signed by its duly authorized representative this day of April 2007.

OTIS ELEVATOR COMPANY

By: ______ Name: Johan Bill

Title: Vice President, General Counsel and

Secretary

UNITED STATES OF AMERICA STATE OF CONNECTICUT COUNTY OF HARTFORD

ss: TOWN OF FARMINGTON

On this Italy of April 2007, before me, a Notary Public in and for said County and State, personally appeared JOHAN O. BILL, who acknowledged himself to be the Vice President, General Counsel and Corporate Secretary of OTIS ELEVATOR COMPANY, the corporation named in the foregoing instrument, and that as such, being authorized so to do, executed the foregoing instrument for the same for the purposes therein contained by signing such document in his capacity as Vice President, General Counsel and Corporate Secretary.

Nancy V. Galvin, Notary Public

My Commission Expires: June 30, 2010

THIS POWER OF ATTORNEY IS NOT ''ALID UNLESS IT IS PRINTED ON RED BACK erein, and they have no authority to bind the Company ex

OUND.

n the manner and to the extent herein stated

Certificate No.

American Fire and Casualty Company The Ohio Casualty Insurance Company West American Insurance Company

Liberty Mutual Insurance Company Peerless Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of Ohio, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, that Peerless Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, GLENN J. PELLETIERE, VIVIAN CARTI, CYNTHIA FARRELL, ROBERT P. MCDONOUGH, THOMAS RHATIGAN, SANDRA DIAZ, EVANGELINA L. DOMINICK, ANNETTE LEUSCHNER, VALORIE SPATES, JESSICA IANNOTTA, SONIA ROGERS,

all of the city of NEW YORK, state of NEW YORK each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this

25th day of 2012 ORPORATE NCORPORATED 1912 SEAL SEAL SEAL PHIO

American Fire and Casualty Company The Ohio Casualty Insurance Company Liberty Mutual Insurance Company Peerless Insurance Company West American Insurance Company

Gregory W. Davenport, Assistant Secretary

STATE OF WASHINGTON COUNTY OF KING

Not valid for mortgage, note, loan, letter of credit, bank deposit,

interest

currency

rate or residual value guarantees.

SS

, 2012 before me personally appeared Gregory W. Davenport, who acknowledged himself to be the Assistant Secretary of American Fire and April Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Company, Peerless Insurance Company and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Seattle, Washington, on the day and year first above written.



This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, West American Insurance Company and Peerless Insurance Company, which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS - Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts - SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Gregory W. Davenport, Assistant Secretary to appoint such attorney-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and biding upon the Company with the same force and effect as though manually affixed.

I, David M. Carey, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, West American Insurance Company and Peerless Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this



SEAL OHIO.







David M. Carey, Assistant Secretary

POA - AFCC, LMIC, OCIC, PIC & WAIC LMS_12873_041012

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.



LIBERTY MUTUAL INSURANCE COMPANY

FINANCIAL STATEMENT — DECEMBER 31, 2011

Assets Liabilities Cash and Bank Deposits......\$ 696,606,839 *Bonds — U.S Government Reserve for Claims and Claims Expense...... 15,817,904,502 910,151,865 Funds Held Under Reinsurance Treaties...... 1,249,980,610 Reserve for Dividends to Policyholders..... 4,656,284 Additional Statutory Reserve 77,791,575 Real Estate 268,420,606 Reserve for Commissions, Taxes and Agents' Balances or Uncollected Premiums....... 3,191,269,641 Total\$23,798,408,089 Accrued Interest and Rents..... 151,164,670 Special Surplus Funds......\$1,036,917,657 Capital Stock..... 10,000,000 Paid in Surplus...... 7,732,061,653 Unassigned Surplus...... 4,817,455,750 Total Liabilities and Surplus\$37,394,843,149



I, TIM MIKOLAJEWSKI, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the foregoing is a true, and correct statement of the Assets and Liabilities of said Corporation, as of December 31, 2011, to the best of my knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation at Seattle, Washington, this 5th day of April, 2012.

Assistant Secretary

TAMiholajewski.

^{*} Bonds are stated at amortized or investment value; Stocks at Association Market Values. The foregoing financial information is taken from Liberty Mutual Insurance Company's financial statement filed with the state of Massachusetts Department of Insurance.



July 12, 2012

Matt Wilkens OTIS ELEVATOR COMPANY 2231 Westbrooke Drive Columbus, OH 43228

Re:

FRANKLIN COUNTY BOARD OF COMMISSIONERS

Project:

Elevator & Dumbwaiter Services: @ Franklin County Public Facilities Management

373 South High Street, Columbus, OH 43215

Estimated Contract Price: \$312,000.00

7/18/2012

Bid Date: Surety:

LIBERTY MUTUAL INSURANCE COMPANIES

Dear Matt Wilkens:

Enclosed please find the above captioned bid bond, executed per your request.

It is your responsibility to ensure the bid bond conforms with your needs and instructions to us, including but not limited to the correct coverages and parties, and with any laws applicable to your operations and/or the contract requiring the bid bond, and to advise us immediately, in writing, if the bid bond form so executed does not contain the proper information. Accordingly, it is incumbent upon you to carefully review the bond, and we will expect that you will, double-check all information, including signatures, dates, amounts and job descriptions for accuracy, and to verify that the bid bond form we executed is the form required by the specification. This will avoid the possibility of having a low bid rejected because of a clerical error. We will also expect you to verify that anything unusual that has been requested by the obligee is attached.

If, following your review of the bond, you do not advise us in writing of any problem or deficiency in its terms and information but submit the bond as is, your submission will constitute your verification, and we will justifiably assume, that the bond form as issued is correct and appropriate for the purpose for which it is being submitted. You further understand that we will have no liability for any deficiencies or discrepancies not brought to our attention in accordance with this letter.

The bid bond authorization is based upon your original estimate. If the actual bid price exceeds this estimate by 10% or more, you must contact us for additional authority!

Please call our office if you should have any questions or need any further assistance.

Good Luck on your Bid.

Sincerely,

Grace Laterza

Record #2365667

Your bid results are very important, please mail or fax this information back to the address below within 5 days of the bid opening.

Contractors Name

Contract Price

Contractors Name	Contract Trice
1.	\$
2.	\$
3	\$
Where did you place And your price	:\$
If awarded contract, is final bond required? Yes	No 🗌



Interchange Corporate Center 450 Plymouth Road, Suite 400 Plymouth Meeting, PA. 19462-1644 Ph. (610) 832-8240

BID BOND

Bond Number:	N/A				
KNOW ALL MEN BY	THESE PRESE	ENTS, that we			
OTIS ELEVATOR COM 2231 Westbrooke Drive and LIBERTY MUTU "Surety"), are held an	r, Columbus, OH IAL INSURANC	E COMPANY, a M	lassachusetts stock	, as principal (the insurance company, as	
FRANKLIN COUNTY B	OARD OF COMN Columbus, OH 4	IISSIONERS 3215-6315		, as obligee (the "C	Obligee"), in
the penal sum of					
				/100 Dollars (\$ 500.00 d the said Surety, bind ou	
WHEREAS, the Princ	ipal has submit	ed a bid for:			
Elevator & Dumbwaiter : 373 South High Street, (Services: @ Fran Columbus, OH 43	klin County Public Fa 215	cilities Management		
period be specified, which is contract documents bond or bonds, if the hereof between the arcontract with another otherwise to remain in PROVIDED AND SUB pe submitted in writing within 120 days of the	within sixty (60) a with the terms is, or in the every Principal shall mount specified party to perform full force and expected by registered and this bond. If	days after opening of such bid, and gint of the failure of pay to the Obligation said bid and such the work covered ffect. In no event such to the attentiond. Any suit under the provisions of the such such and the provisions of the such such and the provisions of the such such and	g, and the Principal we such bond or bond of the Principal to end the the difference in right larger amount for d by said bid, then the liability hereu. CEDENT, that any class of the Surety Law this bond must be in is paragraph are voing the such that the liability has been as the surety Law this bond must be in is paragraph are voing the such that any class that the surety Law this bond must be in the surety Law this paragraph are voing the such that the surety Law this bond must be in the surety Law this bond must be in the surety Law that the surety Law the surety La	the period specified ther shall enter into a contrads as may be specified in ter into such contract and money not to exceed the which the Obligee may in his obligation shall be nunder exceed the penal suraim by Obligee under this or Department at the addrastituted before the expiration or prohibited by law, the uit shall apply.	act with the a the bidding of give such a penal sum of good faith all and void; arm hereof. It is bond must ress above, ation of one
DATED as of this	11th day	of July	, 20_12	-1	
VITNESS / ATTEST:			OTIS ELEVATOR CO (Principal) By:		(Seal)
	Grace Later	za	Name: Halina Kaz Title: Attorney-In-f	mierczak ⁼ act	
			LIBERTY MUTUAI (Surety)	L INSURANCE COMPAN	ΙΥ
			By:Sandra Diaz At	torney-In-Fact	(Seal)

Certified Search for Unresolved Findings for Recovery



Office of Auditor of State 88 East Broad Street Post Office Box 1140 Columbus, OH 43216 -1140 (614) 466-4514 (800) 282-0370

Auditor of State - Unresolved Findings for Recovery Certified Search

I have searched The Auditor of State's unresolved findings for recovery database using the following criteria:

Contractor's Information:

Organization: Otis Elevator Company

Date: 07/19/2012

This search produced the following list of possible matches:

0 Possible matches were found

Name/Organization	Address

The above list represents possible matches for the search criteria you entered. Please note that pursuant to ORC 9.24, only the person (which includes an organization) actually named in the finding for recovery is prohibited from being awarded a contract.

If the person you are searching for appears on this list, it means that the person has one or more findings for recovery and is prohibited from being awarded a contract described in ORC 9.24, unless one of the exceptions in that section apply.



Commissioner Paula Brooks President

Commissioner Marilyn Brown Commissioner John O'Grady

Purchasing Department Karl H. Kuespert, C.P.M., Director

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*NAME OF COMPANY: _	OTIS Elevator Company
NAME OF OFFICIAL:	Brett McCay
**ORDER PLACEMENT/CONTACT NAME:	Mat Wilkens
ADDRESS:	2931 Hest brodge Drive
CITY, STATE, & ZIP:	Columbus OH 43226
TELEPHONE NUMBER:	614-777-6500
FAX NUMBER:	614-777-6519
EMAIL:	wather witers of s. con

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^{*} This must be your company's complete legal name.

^{**} Order Placement/Contact Name is the Party whom will be main point of contact for Franklin County in regards to any and all questions pertaining to Offeror's Bid.

APPENDIX E BID RESPONSE FORM Via Amendment #1 dated 7/9/12

1. Hall of Justice 369 S. High Street Columbus, OH 43215

ELEVATORS

MANUFACTURER	STATE INSPECTION NUMBER
Otis	21454
Otis	21455
Otis	21456
Otis	21457
Otis	21458
Otis	21459
Otis	21460
Otis	21461
Otis	21462

BASE BID as price per month \$2,260

Courthouse Annex 2. 410 South High Street Columbus, OH 43215

ELEVATORS

MANUFACTURER	STATE INSPECTION NUMBER
Haughton	22344
Haughton	22345
Thyssen-Krupp	44676
BASE BID as price per month \$_85	2

3. Robert Evans Hall (County Morgue) 520 King Avenue Columbus, OH 43212

ELEVATORS

MANUFACTURER

STATE INSPECTION NUMBER

Plunger Lift

23709

BASE BID as price per month \$ 142

4. Sheriff's Patrol Division 1945 Frebis Avenue Columbus, OH 43207

ELEVATORS

MANUFACTURER

STATE INSPECTION NUMBER

Dover

24556

BASE BID as price per month \$ 142

5. 80 E. Fulton St. 80 E. Fulton Street

Columbus, OH 43215

ELEVATORS

MANUFACTURER	STATE INSPECTION NUMBER
Otis Otis Otis	22961 22962 22963
Otis	22964

BASE BID as price per month \$ 1,136

6. Franklin County Corrections Center I 370 S. Front Street Columbus, OH 43215

ELEVATORS

MANUFACTURER	STATE INSPECTION NUMBER
Dover	20453
Dover	20454
Dover	20455
Abell	35944

BASE BID as price per month \$ 1,278

7. Franklin County Corrections Center II 2460 Jackson Pike Columbus, OH 43207

ELEVATORS

MANUFACTURER	STATE INSPECTION NUMBER
Dover	27276
Dover	27277
Abell	31352
Schindler	48470
BASE BID as price per month \$	994

8. Franklin County Common Pleas Courthouse 345 S. High Street Columbus, OH 43215

ELEVATORS

MANUFACTURER	STATE INSPECTION NUMBER
Otis	51538
Otis	51539
Otis	51540
Otis	51541
Otis	51542
Otis	51543
Otis	51544
Otis	51545
Otis	51546
Otis	51563
BASE BID as price per month	\$_3.980

9. Juvenile Detention Center 399 S. Front Street Columbus, OH 43207

ELEVATORS

MANUFACTURER	STATE INSPECTION NUMBER
Moseley	30950
Moseley	30946
P-Flow	<u>. </u>

BASE BID as price per month \$ 426

JDC Parking Garage
 399 S. Front Street
 Columbus, OH 43207

ELEVATORS

MANUFACTURER

STATE INSPECTION NUMBER

Moseley

30951

Moseley

30952

BASE BID as price per month \$ 284

11. Miller Hall

1717 Alum Creek Drive

Columbus, OH 43207

(on call)

ELEVATORS

MANUFACTURER

STATE INSPECTION NUMBER

Dover

24920

BASE BID as price per month \$ 142

12. FCC Parking Garage 34 E. Fulton Street Columbus, OH 43215

ELEVATORS

MANUFACTURER

STATE INSPECTION NUMBER

Abell Abell 25804

Abell Abell 25805 25806

BASE BID as price per month \$ 852

Franklin County Courthouse 373 S. High Street Columbus, OH 43215 13.

ELEVATORS

MANUFACTURER	STATE INSPECTION NUMBER
Otis	030960
Otis	030959
Otis	030958
Otis	030957
Otis	030956
Otis	030966
Otis	030965
Otis	030964
Otis	030963
Otis	030962
Otis	030961
Otis	030967
Otis	030968
Otis	030969
Otis	030970
Otis	030971
Otis	031041
Otis	52076
DUMBWAITERS	
Otis	031043
Otis	031384
Otis	031385
Otis	031383
CHAIR LIFT	
Lift-U	52021

GOVERNMENT CENTER

ELEVATORS

Otis	52272
Otis	52273
Otis	52274
Otis	52275
Cemco	52289

VERTICAL CHAIR LIFT

Garaventa 52630

BASE BID as price per month \$ 6,059

14. Memorial Hall280 E. Broad StreetColumbus, OH 43215

ELEVATORS

MANUFACTURER	STATE INSPECTION NUMBER				
and the state of t					

Kone 43517 Kone 43524

BASE BID as price per month \$ 568

15. East Opportunity Center 1055 Mount Vernon Avenue Columbus, OH 43203

ELEVATORS

MANUFACTURER	STATE INSPECTION NUMBER
	CALLE STATE OF STATE

Schindler 45312

BASE BID as price per month \$ 284

A.

Total price for inspection, service, and maintenance of all dumbwaiters, elevators and

	elevator equipment:
	\$(Annual Cost)
В.	Bidder shall indicate the billing rate per hour as applies to all major repairs (something resulting in a team response):
	\$ 386.66 Straight Time
	\$ 535.39 Overtime (Time and One-Half)
	\$ 644.94 Overtime (Double Time)
C.	Bidder shall indicate the billing rate per hour as applies to all repairs necessitated by vandalism:
	\$_386.66 Straight Time (Above and Beyond Contract)
D.	PRICE ADJUSTMENT
	The Contract Price for Section II shall be subject to review and adjustment on a yearly basis when request is based on an increase or decrease in labor costs. The contract price may be adjusted, under contract with Franklin County, to reflect any increase or decrease in labor costs based on the straight time rate and fringe benefits of elevator mechanics in the Central Ohio area. The contractor's request for price adjustment must include any union justification and a past billing report showing increase.
	The Contract Price for Section II shall be subject to review and adjustment after the initial term of the contract when the request is based on an increase or decrease in material costs. The contract price may be adjusted, under contract with Franklin County, to reflect any

increase or decrease in the wholesale price index for metal and metal products.

Any price adjustment request must be in writing to Public Facilities Management and must be received 60 days before the anniversary of the contract. This price adjustment will be made at the discretion of the Director of Public Facilities Management.

**NOTE: If there is any increase or decrease in the number of dumbwaiters and elevators being serviced in County buildings or in the number of facilities, the Contract Price will be adjusted accordingly.

E. Contractor agrees to for a minimum	o furnish a mechanic for a minimum of40 hours per month.	hours per week and a helper
	1211 M	*
COMPLETED BY:	XXXX /	
PRINT NAME:	Brett McCay	
DATE:	7/16/2012/	

United States of America State of Ohio Office of the Secretary of State

I, Jon Husted, do hereby certify that I am the duly elected, qualified and present acting Secretary of State for the State of Ohio, and as such have custody of the records of Ohio and Foreign business entities; that said records show OTIS ELEVATOR COMPANY, a New Jersey corporation, having qualified to do business within the State of Ohio on December 31, 1937 under License No. 172616 is currently in GOOD STANDING upon the records of this office.



Witness my hand and the seal of the Secretary of State at Columbus, Ohio this 16th day of July, A.D. 2012

Ohio Secretary of State

Validation Number: V2012197JC9017

Ohio Bur

Bureau of Workers' Compensation

30 W. Spring St. Columbus, OH 43215

Certificate of Premium Payment

This certifies the employer listed below has paid into the Ohio State Insurance Fund as required by law. Therefore, the employer is entitled to the rights and benefits of the fund for the period specified. For more information, call 1-800-OHIOBWC.

This certificate must be conspicuously posted.

Policy No. and Employer

Period Specified Below

8043

01/01/2012 THRU 08/31/2012

OTIS ELEPTION COMPANY 2463 CROWN DOWN TO THE DREAD CINCINNA DOH: 45241-1107

ohiobwc.com

You can reproduce this certificate as needed.

Ohio Bureau of Workers' Compensation

Required Posting

Effective Oct. 13, 2004, Section 4123.54 of the Ohio Revised Code requires notice of rebuttable presumption. Rebuttable presumption means an employee may dispute or prove untrue the presumption (or belief) that alcohol or a controlled substance not prescribed by the employee's physician is the proximate cause (main reason) of the work-related injury.

The burden of proof is on the employee to prove the presence of alcohol or a controlled substance was not the proximate cause of the work-related injury. An employee who tests positive or refuses to submit to chemical testing may be disqualified for compensation and benefits under the Workers' Compensation Act.

Ohio

Bureau of Workers' Compensation

You must post this language with the certificate of premium payment.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 07/18/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to

th	he terms and conditions of the policy, of ertificate holder in lieu of such endors	certa	in po	olicies may require an en	dorsem	ent. A state	ment on this	certificate does not con	fer rig	hts to the
MAI 20 0	DUCER RSH USA INC. CHURCH STREET RTFORD, CT 06103				CONTAC NAME: PHONE (A/C, No, E-MAIL ADDRES	Ext):	-	FAX (A/C, No):		
					ADDRES		URER(S) AFFOR	DING COVERAGE		NAIC#
					INSURER	A:Hartford Fir	re Insurance Co	ompany		19682
	URED STATES COMPANY							of the State of Pennsylvania		19429
	S ELEVATOR COMPANY E FARM SPRINGS ROAD					c:Illinois Nati				23817
FAR	RMINGTON, CT 06032							ince Company of Pittsburgh, F	PA	19445
						R E:New Hamp				23841
					INSUREI	RF:				
CO	VERAGES CERT	TIFIC	ATE	NUMBER:K75SZ4RE		AX ASTA		REVISION NUMBER:		
C	HIS IS TO CERTIFY THAT THE POLICIES OF NDICATED. NOTWITHSTANDING ANY REQUERTIFICATE MAY BE ISSUED OR MAY PER XCLUSIONS AND CONDITIONS OF SUCH F	JIREN TAIN, POLIC	MENT, , THE CIES. I	, TERM OR CONDITION OF INSURANCE AFFORDED B' LIMITS SHOWN MAY HAVE	ANY CO Y THEP	OLICIES DESC EDUCED BY F	CRIBED HERE PAID CLAIMS.	MEMI MILL KESPECTIO	AL IIOI	11110
INSR LTR	TYPE OF INSURANCE	ADDL :	SUBR	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
Α	GENERAL LIABILITY		(02CSET10004		04/01/2012	04/01/2013	EACH OCCURRENCE	\$	1,000,000
	X COMMERCIAL GENERAL LIABILITY			\$2,000,000 general aggregate	per			DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	300,000
	CLAIMS-MADE X OCCUR		ļ	location/project \$10,000,000 policy general ac	gregate			MED EXP (Any one person)	\$	10,000
								PERSONAL & ADV INJURY	\$	1,000,000
								GENERAL AGGREGATE	\$	2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:							PRODUCTS - COMP/OP AGG	\$	2,000,000
	X POLICY PRO- JECT LOC								\$	
Α	AUTOMOBILE LIABILITY		0	02CSET10000 (A/O) 02CSET10019 (HI)		04/O1/2012	04/01/2013	COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000
	X ANY AUTO		ļi	Hartford Underwriters Ins				BODILY INJURY (Per person)	\$	
	ALL OWNED SCHEDULED AUTOS							BODILY INJURY (Per accident)	\$	
	HIRED AUTOS NON-OWNED AUTOS						ý	PROPERTY DAMAGE (Per accident)	\$	
									\$	
Α	X UMBRELLA LIAB X OCCUR		(02HUT10021		04/01/2012	04/01/2013	EACH OCCURRENCE	\$	10,000,000
	EXCESS LIAB CLAIMS-MADE	- 1						AGGREGATE	\$	10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

N N/A

This certificate only applies to 2012-03-14

RETENTION \$

AND PROPRIETORIPATNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below

DED

BCDE

WORKERS COMPENSATION

AND EMPLOYERS' LIABILITY

CA-019736910 FL-019736910 CT WC(SIR 2.5MM)EX COV-1192493 NJ-019736911, MULTI-019736912 MULTI-019736913 MN-019736914, MA-01973619

THE FRANKLIN COUNTY BOARD OF COMMISSIONERS, ELEVATOR AND DUMBWAITER SERVICES - BID #2012-03-14, COLUMBUS, OH THE FRANKLIN COUNTY BOARD OF COMMISSIONERS are additional insured. Coverage is primary and non contributory, and includes a waiver of subrogation.

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
AUTHORIZED REPRESENTATIVE

04/01/2013

X WC STATU-TORY LIMITS

E.L. EACH ACCIDENT

E.L. DISEASE - EA EMPLOYEE

E.L. DISEASE - POLICY LIMIT

\$

1,000,000

1,000,000

1,000,000

04/01/2012

EXHIBIT A-1

NON-COLLUSION AFFIDAVIT

STATE OF OHIO,	
COUNTY OF FRANKLIN, SS:	
Brett McCay SWORN,	being first duly
deposes and says that they are the General Manager or authorized repre	esentative
of OTIS Elevator Company	
or is the party submitting this bids; that such bids is genuine and not collusive or sham; colluded, conspired, connived, or agreed, directly or indirectly, with any other bidder or sham bids, or refrain from bidding; has not in any manner, directly or indirectly sought collusion, or communication or conference, with any person, to fix the bids price of affit to fix any overhead, profit or cost element of said bids price, or of that of any other bidded advantage against the County of Franklin or any person or persons interested in the profit attements contained in said bids of bids are true, and that, such bidder has not, directly his bids, or the contents thereof, or divulged information or data relative thereto to any further, Affiant affirms that no county employee has any financial interest in this comparation. Affiant and Title	by agreement or iant or any other bidder; der; to secure any posed contract; that all or indirectly submitted other potential bidder. any or the bids being
SWORN to before me and subscribed in my presence this	
Notary Public 20	CAROLYN S. GREY Notary Public, State of Ch My Commission Expires 12-23-2012
My Commission expires $12-23$, 20 12 (Seal)	

EXHIBIT A-2

NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY AFFIDAVIT

STATE OF
COUNTY/PARISH OF Franklin
Brett McCay being first Printed Name
duly sworn, deposes and says that they are
(President, Secretary, etc.)
of
Litt W
Signature
Affiant
Otis Elever Conpuny Company/Corporation 2931 Westbrooks Dire
Address
Columbus OH 43028 City/State/Zip Code
Sworn to and subscribed before me this 17 day of July ,20 12. Notary Public
My Commission expires $12-23$, $20/2$ (Seal)



CAROLYN S. GREY Notary Public, State of Ohio My Commission Expires 12-23-2012

EXHIBIT A-3

DELINQUENT PERSONAL PROPERTY TAX AFFIDAVIT

This sworn affidavit should be properly completed by the authorized representative of your firm and will be incorporated as a portion of the bids and resulting contract for the following:

	Project:	Elevator and Dumbwaiter Services
	Department:	Public Facilities Management
	ITB No.:	2012-03-14
State	of Ohio	County of Franch, ss:
(Name	Brett McCay	Being first duly sworn, deposes and says that he/she is the
(Title)	General Manage	of Otis Elevatar Company
with o	offices located at	Westbrooke Dive, Columbus, OH 43228.
and as	it's duly, authorized repre	esentative states that effective this day of 7 16 2012,
(X)	is not charged with delin or any other counties con County, Ohio.	equent property taxes on the general list of personal property in Franklin County, Ohio, intaining property in the taxing districts under the jurisdiction of the Auditor of Franklin
()	is charged with delinque Ohio, or any other count Franklin County, Ohio.	nt personal property taxes on the general list of personal property in Franklin County, ies containing property in the taxing districts under the jurisdiction of the Auditor of
	County	Amount (include total amount and any penalties and interest thereon)
	Franklin	\$
	rame and the second sec	\$
		\$
J. (A.55)	Et all	
(Affiant	to and subscribed this	17 day of July , 20 12
Sworm		(1) 8 91
		(Notary Public)
Section (Seal)	5719.042 O.R.C.	My Commission expires 12-23 , 20/2
		CAROLYN S. GREY Notary Public, State of Ohio My Commission Expires 12-23-2012

Exhibit A-4

DECLARATION REGARDING MATERIAL ASSISTANCE/NON-ASSISTANCE TO A TERRORIST ORGANIZATION

(SEE FOLLOWING)



LAST NAME

Ohio Department of Public Safety

Division of Homeland Security http://www.homelandsecurity.ohio.gov

GOVERNMENT BUSINESS AND FUNDING CONTRACTS

In accordance with section 2909.33 of the Ohio Revised Code

DECLARATION REGARDING MATERIAL ASSISTANCE/NONASSISTANCE TO A TERRORIST ORGANIZATION

This form serves as a declaration of the provision of material assistance to a terrorist organization or organization that supports terrorism as identified by the U.S. Department of State Terrorist Exclusion List (see the Ohio Homeland Security Division website for a reference copy of the Terrorist Exclusion List).

Any answer of "yes" to any question, or the failure to answer "no" to any question on this declaration shall serve as a disclosure that material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List has been provided. Failure to disclose the provision of material assistance to such an organization or knowingly making false statements regarding material assistance to such an organization is a felony of the fifth degree.

For the purposes of this declaration, "material support or resources" means currency, payment instruments, other financial securities, funds, transfer of funds, and financial services that are in excess of one hundred dollars, as well as communications, lodging, training, safe houses, false documentation or identification, communications equipment, facilities, weapons, lethal substances, explosives, personnel, transportation, and other physical assets, except medicine or religious materials.

FIRST NAME

MIDDLE INITIAL

		and the second of the second o				
НО	HOME ADDRESS					
СПТ	Y	STATE	ZIP	COUNTY		
нон	ME PHONE	WORK PHONE				
	COMPLETE THIS SECTION ONLY	IF YOU ARE A COMPAI	NY, BUSINESS OR ORG	ANIZATION		
BUSINESS/ORGANIZATION NAME COTIS ELEVATOR COMMON						
BUSINESS ADDRESS 2031 HEST brocke Drive						
Columbas STATE OH ZP 43008 COUNTY Franklin						
PHONE NUMBER 614-777-6500						
		DEGLADATION				
	In accordance with divisi	DECLARATION ion (A)(2)(b) of section 2909.32	of the Ohio Revised Code			
	HE BOOTING WINT WITH	(F)(E)(D) 0. 0000011 2000.02	of the office flooring and octor			
For each question, indicate either "yes," or "no" in the space provided. Responses must be truthful to the best of your knowledge.						
1.	Are you a member of an organization on the Yes No	e U.S. Department of State	e Terrorist Exclusion List	?		
2.	Have you used any position of prominence on the U.S. Department of State Terrorist E		ry to persuade others to	support an organization		

HLS 0038 2/06

GOVERNMENT BUSINESS AND FUNDING CONTRACTS - CONTINUED

3.	Have you knowingly solicited funds or other things of value for an organization on the U.S. Department of State Terrorist Exclusion List? Yes No
4.	Have you solicited any individual for membership in an organization on the U.S. Department of State Terrorist Exclusion List? Yes No
5.	Have you committed an act that you know, or reasonably should have known, affords "material support or resources" to an organization on the U.S. Department of State Terrorist Exclusion List? Yes No
6.	Have you hired or compensated a person you knew to be a member of an organization on the U.S. Department of State Terrorist Exclusion List, or a person you knew to be engaged in planning, assisting, or carrying out an act of terrorism? Yes No

In the event of a denial of a government contract or government funding due to a positive indication that material assistance has been provided to a terrorist organization, or an organization that supports terrorism as identified by the U.S. Department of State Terrorist Exclusion List, a review of the denial may be requested. The request must be sent to the Ohio Department of Public Safety's Division of Homeland Security. The request forms and instructions for filing can be found on the Ohio Homeland Security Division website.

CERTIFICATION

I hereby certify that the answers I have made to all of the questions on this declaration are true to the best of my knowledge. I understand that if this declaration is not completed in its entirety, it will not be processed and I will be automatically disqualified. I understand that I am responsible for the correctness of this declaration. I understand that failure to disclose the provision of material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List, or knowingly making false statements regarding material assistance to such an organization is a felony of the fifth degree. I understand that any answer of "yes" to any question, or the failure to answer "no" to any question on this declaration shall serve as a disclosure that material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List has been provided by myself or my organization. If I am signing this on behalf of a company, business or organization, I hereby acknowledge that I have the authority to make this certification on behalf of the company, business or organization referenced on page 1 of this declaration.

Signature

Date

Exhibit A-5

Small and Emerging Business Information

Franklin County is seeking for statistical purposes information of the size and demographic type of vendors replying to our bids. Please take a moment and check the following descriptions that apply. This is only for information purposes and is not part of the evaluation process and will not be given any consideration with regard to an award.

Disadvantaged Business Enterprise (DBE) Definition

Disadvantaged business concern, as used in this definition, means a small business concern that has received certification as a disadvantaged business concern consistent with 13 CFR part 124, subpart B; and (1) no material

Minority Business Enterprise (MBE) Definition

change in disadvantaged ownership and maintained by the Small Business Administration.

Minority business concern, as used in this definition, means a small business concern (1) which is at least 51 percent owned by one or more minorities or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more minorities; and (2) whose management and daily business operations are controlled by one or more minorities. The County may request verification of self-certification by requiring a vendor to show evidence of MBE certification from the State of Ohio, City of Columbus, or any other political subdivision deemed acceptable to the County. "Minority business enterprise" means Blacks or African Americans, American Indians, Hispanics or Latinos, and Asians as defined in the Ohio Revised Code.

Small and Emerging Business (SEB) Definition

A small and emerging business is defined as a business concern, operated, not dominant in the field of operation in which it is bidding on government contracts, and qualified as a small business under the criteria and size standards in 13 CFR Part 121. Such a concern is "not dominant in its field of operation" when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether processes, patents, license agreements, facilities, sales territory, and nature of business activity, Emerging Business, for the purpose of this program, shall be defined as those businesses that are not greater than 50% of the small Business Administration criteria for a small business. Such businesses shall be headquartered or have significant presence in Franklin County.

☐ Women Business Enterprise (WBE) Definition

Women-owned business concern, as used in this definition, means a small business concern (1) which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and (2) whose management and daily business operations are controlled by one or more women. The County may request verification of self-certification by requiring a vendor to show evidence of WBE certification from the State of Ohio, City of Columbus, or any other political subdivision deemed acceptable to the County.

Sour Maron

None of the Above

The business bidding does not meet one of the above definitions.

APPENDIX B

REFERENCES

The contractor shall currently be servicing group automatically operated elevators in at least five (5) different buildings, for a period of no less than five (5) years. Each of these five (5) buildings must be indicated on a separate list indicating its location, person to contact, and telephone number. These five (5) buildings must be located within Central Ohio.

Three (3) of these buildings must be high-rise buildings and one (1) of these buildings must be experiencing daily traffic flow equal to or greater than the Courthouse (4,700 people a day). Note any references with elevators with identical controller types (including Elevonic 401) currently on service within a 50 mile radius of Columbus.

1.COMPANY NAME: Copy of Square
ADDRESS: 65 E. State Street
CITY: Columbus STATE: OH ZIP: 43215
CONTACT NAME: Kake Lee PHONE: 614-464-2677
CONTROLLER TYPES: Ohs Elevanic 401
HIGH RISE REFERENCE 2.COMPANY NAME: The Motorist Insurance Grap
ADDRESS: 471 East Broad
CITY: Columbus STATE: Of ZIP: 43215
CONTACT NAME: Mike list PHONE: 414-235-8552
CONTROLLER TYPES: Ohs Microprocessor
HIGH RISE REFERENCE 3.COMPANY NAME: Nationwide Insurance
ADDRESS: One Mational Plaza
CITY: Columbra STATE: Of ZIP: 43215
CONTACT NAME: Jef Builendorp PHONE: 614-249-4376
CONTROLLER TYPES: 043
Control 1

REFERENCES

The contractor shall currently be servicing group automatically operated elevators in at least five (5) different buildings, for a period of no less than five (5) years. Each of these five (5) buildings must be indicated on a separate list indicating its location, person to contact, and telephone number. These five (5) buildings must be located within Central Ohio.

Three (3) of these buildings must be high-rise buildings and one (1) of these buildings must be experiencing daily traffic flow equal to or greater than the Courthouse (4,700 people a day). Note any references with elevators with identical controller types (including Elevonic 401) currently on service within a 50 mile radius of Columbus.

ADDRESS: 10 West Broad Street

CITY: Columbus STATE: Off ZIP: 43215

CONTACT NAME: Chuck less PHONE: 614-206-8625

CONTROLLER TYPES: Off Elepanic 401

5.COMPANY NAME: Giverside Haspital

ADDRESS: 3720 Clentargy Giver Rad

CITY: Columbus STATE: Off ZIP: 43214

CONTACT NAME: Rot Siconolf: PHONE: 614-293-6247

CONTROLLER TYPES: Various

DAILY TRAFFIC FLOW (4,700 people a day) REFERENCE

Cart Cul

APPENDIX C PERFORMANCE BOND DATA SHEET

Surety Company Name	LIBERTY MUTUAL		
Surety Company Address	Address:	450 Plymouth Road, Ste.400	
	City:	Plymouth Meeting	
	State:	PA	
	Zip:	19462-1644	
Contact Name		Halina Kazmierczak	
Phone Number		1-212-479-3731	
Fax Number	1-212-441-4269		

(Rev. January 2011) Department of the Treasury Internal Revenue Service

Request for Taxpayer **Identification Number and Certification**

Give Form to the requester. Do not send to the IRS.

	Name (as shown on your income tax return) O13 Elevate Company						
5	Business name/disregarded entity name, if different from above						
Print or type See Specific Instructions on page							
, p	Check appropriate box for federal tax						
	classification (required): Individual/sole proprietor C Corporation S Corporation Partnership Trust/estate						
Print or type				Exempt payee			
or t	☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶						
int (
Pri	☐ Other (see instructions) ▶						
ciff	Address (number, street, and apt. or suite no.)	Re	equester's name and address (optio	nal)			
Spe	2231 Westbrooke Lynn						
8	City, state, and ZIP code						
8	Columbus, OH 45008						
	List account number(s) fere (optional)						
Dor	Toyonyan Idantification Number (TIN)						
Part			10				
to avoi	our TIN in the appropriate box. The TIN provided must match the na d backup withholding. For individuals, this is your social security nur	ame given on the "Name" lin	e Social security number				
resider	nt alien, sole proprietor, or disregarded entity, see the Part I instruction	ons on page 3. For other		-			
entities	s, it is your employer identification number (ÉIN). If you do not have a page 3.	number, see How to get a					
	f the account is in more than one name, see the chart on page 4 for	avidaliana anbana	Employer identification nun	phar			
numbe	r to enter.	guidelines on whose	Zimpioyer identification from				
			113 -5583	389			
Part	II Certification						
	penalties of perjury, I certify that:						
1. The	number shown on this form is my correct taxpayer identification nur	mber (or I am waiting for a n	umber to be issued to me), and				
2. I am	not subject to backup withholding because: (a) I am exempt from b	ackup withholding, or (b) I h	ave not been notified by the Int	ernal Revenue			
Serv	rice (IRS) that I am subject to backup withholding as a result of a faile	ure to report all interest or d	ividends, or (c) the IRS has noti	fied me that I am			
	onger subject to backup withholding, and						
	a U.S. citizen or other U.S. person (defined below).						
Certific	ation instructions. You must cross out item 2 above if you have be	en notified by the IRS that y	ou are currently subject to back	kup withholding			
interest	e you have failed to report all interest and dividends on your tax retu paid, acquisition or abandonment of secured property, cancellation	rn. For real estate transaction of debt, contributions to an	ons, item 2 does not apply. For	mortgage			
general	ly, payments other than interest and dividends, you are not required	to sign the certification, but	you must provide your correct	TIN. See the			
instruct	ions on page 4.						
Sign Here	Signature of		2/11/12/20				
11010	U.S. person ▶	Date ▶	7/16/20/2				
Gene	eral Instructions	Note. If a requester gives	s you a form other than Form W	/-9 to request			
Section noted.	references are to the Internal Revenue Code unless otherwise		he requester's form if it is subsi				
	ose of Form	Definition of a U.S. person considered a U.S. person	son. For federal tax purposes, y	ou are			
	n who is required to file an information return with the IRS must		J.S. citizen or U.S. resident alie	n.			
obtain y	our correct taxpayer identification number (TIN) to report, for a, income paid to you, real estate transactions, mortgage interest	 A partnership, corporation, company, or association created or 					
		organized in the United States or under the laws of the United States, • An estate (other than a foreign estate) or					

of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- 1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- 2. Certify that you are not subject to backup withholding, or
- 3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.
- state (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.



Commissioner Paula Brooks • Commissioner Marilyn Brown • Commissioner John O'Grady President

Public Facilities Management Jim Goodenow, Director

July 9, 2012

ELEVATOR AND DUMBWAITER SERVICES INVITATION TO BID 2012-03-14 AMENDMENT #1

Amendment #1 is being issued to inform all bidders of the following changes:

- 1. <u>Appendix F, Specifications, Section 2.B, Hours of Work.</u> Incorporate 7. Top of shaft smoke detector elevator recalls to be tested after hours annually.
- 2. <u>Invitation to Bid and Contracts Documents, Section 2.03 Pre-Bid Meeting.</u> Delete in its entirety and replace with the new Section 2.03 Pre-Bid Meeting. A Pre-Bid Meeting will be held in the Franklin County Courthouse, 373 South High Street, 25th Floor, Meeting Room B, Columbus, Ohio 43215 on July 9, 2012 at 9:00 a.m. While the pre-bid meeting is not mandatory, those intending to submit a bid are encouraged to attend. Bidders are encouraged to bring a copy of this ITB with them to the pre-bid meeting. The Site Visits conducted on July 9, 2012 following the pre-bid meeting were for five (5) locations marked zero (0) on the hand-out provided at the pre-bid conference.

The second site visit will be held on July 10, 2012 at the office of Public Facilities Management, 373 South High Street, Lobby Level, Columbus, Ohio 43215. The hours are 8:00 am through 12:00 Noon. The site visit locations are 1 through 9 as shown on the attachment.

3. <u>Delete Appendix E; Bid Response Form in its entirety and replace with the new Appendix E; Bid Response Form attached.</u>

The bid opening date of subject ITB remains: Wednesday, July 18, 2012 at 2:00 p.m.

This and all other amendments issued are a part of the contract documents. When returning your ITB, please sign and return the signature page of Amendment #1; with your bid response.

Company Name and Signature of Authorized Company Representative

Attachments:

- 1. Second Site Visit.
- 2. Sign-In Sheets and Business Cards.
- 3. Appendix E; Bid Response Form.



Commissioner Paula Brooks • Commissioner Marilyn Brown • Commissioner John O'Grady

Public Facilities Management Jim Goodenow, Director

July 12, 2012

ELEVATOR AND DUMBWAITER SERVICES INVITATION TO BID 2012-03-14 VENDOR QUESTIONS AND ANSWERS

The following are the County's responses to the Vendor questions received on this bid:

- Q. May I have a current plan holders list and any addenda for the above project?
 A. Please reference attached Bidders List. All information about the Elevator and Dumbwaiter Services ITB can be found on the Franklin County Purchasing Department website.
- Q. We were wondering if there was going to be a walkthrough of the elevator equipment directly following the pre-bid meeting on July 9 or if this would be at a different time.
 A. Yes, following the pre-bid meeting.
- Q. We are a third party elevator consulting firm. If you would be interested, we can verify that the current maintenance provider has performed all their contractual obligations, assist with writing a new specification or review the bid submittals (to verify that the bidders are capable of maintaining your elevators).
 - A. Thank you for your interest in Franklin County's Elevator and Dumbwaiter Services ITB. Franklin County will not be utilizing consulting services on this project.
- Q. Is this Elevator/Dumbwaiter RFP being re-bid? It looks like the one that went out last March.
 A. No.
- Q. Sharon, is it to you that we are to send back our intention to bid on this by 6/27? Do we just attach a completed form attached by Wednesday?
 A. Yes.

The opening date of subject ITB will remain the same: Wednesday, July 18, 2012 at 2:00 p.m.

This and all other Vendor Questions and Answers issued are a part of the contract documents. When returning your ITB, please sign and return the signature page of the Vendor Questions and Answers; with your bid response.

Company Name and Signature of Authorized Company Representative

Date

373 South High Street, Second Floor, Columbus, Ohio 43215-6314 Tel: 614-525-3800 Fax: 614-525-3180 www.co.franklin.oh.us

ATTACHMENT E

ELEVATOR / DUMBWAITER SERVICES INVITATION TO BID QUESTIONAIRE

1. The bidder's official firm name, and whether an individual, partnership or corporation. If a partnership, the names of all the partners, and if a corporation, the State of Incorporation. Submit Contractors Federal Identification Number.

Otis Elevator Company is a corporation, incorporated in the State of New Jersey FEIN # 13-5583389

Otis is wholly owned subsidiary of United Technologies Corporation.

2. The address and description of the bidder's plant or permanent place of business.

Columbus Office:

2231 Westbrooke Drive

Columbus, OH 43228

Headquarters:

Ten Farm Springs Road

Farmington, CT 06032

3. Location of local service facility. Must be owned and operated by the contractor and shall consist of management, field supervision, and residing local journeymen.

Our local service facility is at our Columbus office are 2231 Wsetbrooke Drive in Columbus.

4. The Contractor shall be regularly engaged in the business of servicing equipment of the type and character required by these Specifications. Furthermore, the local service organization (contractor) must be owned and operated by the parent company, and shall consist of management, field supervision, and residing local journeyman.

Otis Elevator is the largest and oldest elevator company in Columbus as well as the world. The Columbus operation is a wholly owned branch of Otis Elevator Company.

ELEVATOR / DUMBWAITER SERVICES INVITATION TO BID QUESTIONAIRE

5. Proof that contractor has possession of service tool of Elevonic 401 controls.

Otis possesses locally several of the Otis Maintenance Terminal, which is the only certified service tool for the Elevonic 401 control systems. The OMT is critical to providing expert and proper elevator maintenance services to the Elevonic 401 system. The OMT provides the means to diagnose power amp faults. It also enables the technician to calibrate Primary Position Transducer, Secondary Position Transducer, burn floor tables, and determine and establish load weighting.

Upon request, Otis will display the OMT and its functions as they relate to the elevator service at Franklin County.

6. Location of emergency and spare lending parts:

Locally, Otis maintains replacement parts stock in the equipment rooms of the nearly 2,000 elevators we currently service in central Ohio. We also maintain an extensive parts stock in the vehicles of our service technicians as well as our Columbus ware house.

Nationally, parts support comes from the Otis Service Center in Bristol Connecticut. At that location, we stock over 160,000 different part numbers and support an installed service base dating back to 1880. Otis boasts 15 parts Specialists, 11 Board Repair technicians, 20 Service Engineers as well as a very extensive Technical Library.

7. List below, the location of your Franklin County facility (or facilities), number of mechanics employed by your company in Columbus, Ohio, and include the name and phone number of a local responsible contact person.

2231 Westbrooke Drive, Columbus, Ohio

34 Mechanics

Matt Wilkens 614-373-3146

8. Is there any pending litigation against your company? Yes____ No_X__. If yes, how many pending litigations? _____. If yes, please provide a detailed description of each pending litigation action against your company.

ELEVATOR / DUMBWAITER SERVICES INVITATION TO BID QUESTIONAIRE

9. Please provide your start up plan for this contract.

Otis is the current maintenance provider at Franklin County campus. There would be no transition of services or inconvenience to the County for the start up or familiarization with buildings/ elevators.

10. What role do you anticipate Franklin County playing in this contract?

Franklin County will be a partner in our continued services, providing direction and work requests of our technicians. They will assist in investigation of misuse/vandalism, scheduling of equipment downtime for testing and repair, communication with building tenants, facilitation of access to the required areas for the purpose of providing the employees, tenants and customers of Franklin County safe and reliable elevator operation.

11. Provide evidence that mechanics who will work at Franklin County facilities have at least five (5) years experience at vertical transportation. Also provide evidence that mechanics have successfully passed the journeyman's test of the National Elevator Education Program (NEIEP).

Steve Smith who is your current mechanic has 10 years of experience and has passed the journeyman's test in 2003. I have attached a copy of his mechanics card (Appendix C). Verification any other mechanics successful passage of the journeyman's test can be made by calling Neil Roush at the Union office at 614-291-5859. All mechanics we have on staff have passed this test as a requirement to work at the mechanic level.

12. Description of dispatching system. Include your computer printout of a job you now have on service as a sample.

We have attached a sample of our dispatch print out for your review (Appendix A). All service calls to Otis Elevator are placed through Otisline Service Center where Otis employees, trained in Otis processes and crisis management, receive service requests. Our service professionals are on call 24 hours a day, seven days a week to ensure prompt professional responses. The Otisline agents have access to building, contract and service information. The regularly assigned service technician normally is the first contact in the event of an overtime callback because of his familiarity with buildings and equipment. Otisline immediately dispatches the call to the technician utilizing our WebPhone System. The primary technician has 12 minutes to accept or decline a call. If he declines the call, or if 12 minutes passes, the call is then dispatched to the backup

ELEVATOR / DUMBWAITER SERVICES INVITATION TO BID QUESTIONAIRE

technician for that service route. If the 2nd technician declines the call of if an additional 12 minutes elapses, the duty service supervisor is contacted to dispatch a technician locally. Otis Elevator always has a minimum of three technicians on call to cover overtime callbacks. Note: In the event of an entrapment, the time allowed for response form a technician is reduced from 12 minutes to 6 minutes in each instance.

REM - Remote elevator monitoring

I have attached information on our REM system that will be installed at no additional charge to the new units at your location (Appendix B). Please see the attached information sheet for your review.

On the new units we just installed we can provide this benefit to collect, record, analyze, and communicate elevator performance data. This system immediately calls Otisline is the elevator goes down to ensure the quickest response time possible. It also gives the precise diagnosis of the problem and the location of the elevator. REM gives you around the clock monitoring for your entire elevator system.

APPENDIX A

O T I S - ROPE AND REPAIR CALLBACK DETAIL INQUIRY

MRMS0005

BUILDING ID: CSV 130794 KNM SVC CALL: 07/14/12 00:59
FRANKLIN CNTY ANNEX
LXT PAGED 2: 07/16 08:00
410 SOUTH HIGH STREET FMT DISPATCHED: 07/16 08:08 FRANKLIN CNTY ANNEX

410 SOUTH HIGH STREET

COLUMBUS

MACHINE: C39521

CONTRACT: CSV 05031

REMOVED FROM CB RATE: NO

CALLER NAME: CALVIN OBRIAN/SEC: MON

MECHANIC: C303472 SMITH, S

CUIST: PASS FLV 2 005 ON 2 NEL NO DASS PEGR MON

FRANKLIN CNTY ANNEX

LXT PAGED 2: 07/16 08:00

FMT DISPATCHED: 07/16 08:08

COMPLETED: 07/16 09:56

COMPLETED: 07/16 09:56

CALLER SVC CALL: 07/14/12 00:59

LXT PAGED 2: 07/16 08:00

REPORTED: 07/16 08:08

EXT DEFERRED: 07/16 09:56

CALLER NAME: CALVIN OBRIAN/SEC: MON

S BCK IN SVC:

OTCB/RTCB: RTCB

MON

CUIST: PASS FLV 2 005 ON 2 NEL NO DASS PEGR MON

CUST: PASS ELV ? OOS ON ? NFI.NO PASS.RTCB MON

RPTD:

PROB: SEE DETAILS

COMP: CAR CONTROLLER - PC BOARD, PROCESSOR

DESC: bls fault

ACTN: TROUBLESHOOT

EQUIPMENT RELATED: YES VANDALISM: NO OCCUPIED: NO BILLABLE: NO

*** LAST COMPONENT ***

F1:PRIOR CALLBACK F3:RETURN F5:PRIOR COMPONENT PF7:NOTE

F2:NEXT CALLBACK F4:MAIN MENU F6:NEXT COMPONENT F9:OPENORD

(A) passport.zws - PASSPORT

Tuesday, July 17, 2012, 12:43:42 PM

APPENDIX A

O T I S - ROPE AND REPAIR

MRMS0116 PAGE 001 CALLBACK NOTEPAD

BUILDING ID: CSV 130794

BUILDING NAME: FRANKLIN CNTY ANNEX

MACHINE: C39521

CALL: 07/14/12 00:59

NOTES:

LAST UPDATED

BACKLOADED FROM S/D 07/15/12 02:57:18 KNM 07/15/12 02:57:20 KNM RTCB MON C303472 SMITH, STEVEN 07/15/12 04:44:25 KNM ASSIGNED DEFERRED C303472 SMITH, STEVEN 07/15/12 04:44:26 KNM 07/16/12 08:00:18 LXT UNDEFERRED C303472 SMITH, STEVEN 07/16/12 08:00:22 LXT AUTOPAGED C303472 SMITH, STEVEN 07/16/12 08:08:32 FMT FMT ACCEPTED C303472 SMITH, STEVEN 07/16/12 08:08:32 FMT ACCEPTED BY FMT AS A SERVICE CALL 07/16/12 08:08:32 FMT WITH ETA OF 15 MINUTES

POST CLOSE-OUT NOTES:

USE PFKEYS TO SCROLL OR MAKE CHANGES AND PRESS "ENTER" TO SAVE ENTER: SAVE PF1: PRIOR PF2: NEXT PF3: RETURN PF4: MENU

Elevator motors overheat and burn out everyday; passengers get trapped in elevator cabs; hydraulic cylinders begin to corrode. It could be your equipment. Today. Right now. So who is watching your equipment? If it's the Otis REM® system, you can relax.

We're always there.

PEACE OF MIND

Continuously monitors your elevators 24 hours a day, 365 days a year. Performs remote software upgrades.

REDUCED SERVICE INTERRUPTIONS

REM service provides accurate information to identify and correct most problems quickly.

FASTER DETECTION

Elevators are often back in service before you or your tenants know there is a problem.

QUICK RESPONSE

The REM system makes the service call for you. A mechanic is dispatched immediately for urgent problems.

ADDED PROTECTION

The REM system offers added protection with its oil-level sensor, which detects the slighest decrease in hydraulic oil level.

E*SERVICE

REM data can be accessed through our internet-based maintenance information and tracking service.

NO ADDITIONAL MONITORING COSTS

For maintenance customers, the elevator phone is monitored at no additional cost.

Applications

Available with Otis maintenance for elevators with REMcompatible microprocessor controllers

Current controller types compatible with the REM monitoring system:

- •All Otis microprocessor systems •Dover DMC, T3, T4 systems
- Swift systems Futura systems
- ·Miprom

Features and Benefits

Remote elevator monitoring

REM® service for non-Otis equipment is a remote elevator monitoring system comprising a sophisticated, interconnected network of sensors, monitors, circuits, hardware and software used to collect, record, analyze and communicate elevator performance data. Its diagnostics translate raw data into simple reports. The information is used by Otis technicians to optimize elevator performance and minimize elevator downtime.

Performance and callback history

Another benefit of the REM system for non-Otis equipment is e*Service. Available through Otis.com, e*Service provides maintenance customers access to their elevator performance history, which is based on the daily REM service reports. The data is organized in simple language and graphical representation based on analyses of system components. The e*Service database also includes callback history, which combines REM data with technicians' service reports. Day or night, customers can access e*Service and track their elevator system's routine operation.

Data communication

The REM system is equipped with a high-speed modem to ensure that data communications is swift, uninterrupted and complete. If an elevator stalls, the system immediately sends an alert to the OTISLINE® center, complete with a precise diagnosis of the problem and the location of the car. A specialist immediately contacts a technician for fast action. Remote software upgrades are performed, ensuring that you have the latest technology to keep your system operating smoothly.

Around-the-clock monitoring

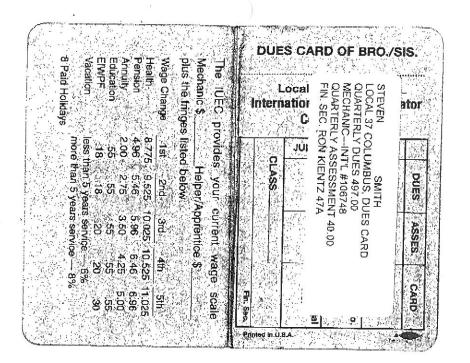
REM for non-Otis equipment monitors the entire elevator system 24 hours a day, 365 days a year to identify and correct potentially unsafe conditions. It provides a data link between the car and the 24-hour OTISLINE communications center. If the REM system detects a problem, it analyzes and diagnoses its cause and location. REM makes the service call for you. It helps an Otis technician identify the exact component causing the problem. If immediate attention is required, the technician arrives at the building equipped with the proper tools and information to address the problem quickly and accurately. REM service also includes free elevator phone monitoring.







APPENDIX C



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CALENDAR OF EVENTS

The schedule for the ITB is given below. Please note that dates are tentative and subject to change and/or modified by Franklin County, as necessary.

Key Dates	Event
6/20/12	Request for Bid (ITB) Notifications and ad placed for ITB. Inquiry process begins.
6/20/12	Bid instructions and documents are posted on Franklin County's website for additional interested parties to retrieve.
6/27/12	Vendors submit their Intention to propose or decline response requested via Statement of Receipt Form and "No Response" Form/ Response Document.
7/9/12	Pre Bid Conference at 9:00 a.m.
7/11/12	Offeror Question Submission Deadline. (Q&A) All questions pertaining to this ITB must be submitted in writing Michael Samuels, by the date and time listed, via email: <pre>mtsamuel@franklincountyohio.gov</pre> to be considered for a response.
7/13/12	Answers provided to Questions submitted are posted to the Franklin County Purchasing Department website in the form of a Clarification or Amendment.
7/18/12	Sealed Bids are due to Franklin County Purchasing by 2:00 p.m. at which time they will be publicly opened and read aloud.
7/24/12	Estimated date of completion of evaluation of Bids.
7/27/12	Contract paperwork submitted to Clerks office.
8/2/12	Commissioners briefing.
8/7/12	Commissioners Award / General Session Resolution.
8/13/12	Estimated effective start date of new contract.

ADMINISTRATIVE REQUIREMENTS

SECTION 1 GENERAL INSTRUCTIONS

Section 1.01 Entire Agreement; Parties to the Contract

This Contract is the entire agreement between the Offeror ("Offeror") and Franklin County ("County") on behalf of the agency/agencies requesting the Contract as signed by the Franklin County Board of Commissioners.

Section 1.02 Exclusions from Bidding

Consultants who are under contract with the Commissioner Agency who is acquiring the services specified in this bid document shall be excluded from the bid process. This exclusion shall be in effect as long as the consultant contract is in full effect and force.

Section 1.03 Contract Agreement

The final contract shall be a firm fixed price agreement between the County and the Contractor.

Section 1.04 Contract Components

This Contract consists of the complete Request for Bid, including the Contract Terms and Conditions, the Bid specifications, Pricing sheet(s), all documents requiring Offeror's signatures, and any written amendments/addendums to the Request for Bid; the Offeror's complete competitive sealed Bid, including proper modifications, clarifications, and samples; and applicable, resolutions, purchase orders and/or other ordering documents.

Section 1.05 Specifications

Franklin County may use any form of specification it determines to be in the best interest of the County and that best describes the goods or services to be purchased. Specification may be in the form of a design specification, a performance specification, or a combination thereof.

Section 1.06 Registration with Franklin County

All Offerors interested in doing business with Franklin County must register with the County before the award of any contract. Offerors may register with Franklin County online at

http://www.franklincountyohio.gov/commissioners/prch/bid-opportunities/

or in person Monday through Friday, 8:00 a.m. to 4:30 p.m., in the Franklin County Purchasing Department located on the 25th Floor, 373 South High Street, Columbus, Ohio, 43215-6315. Failure to register prior-to the award of a contract may deem the recommended vendor as non-compliant with the terms and conditions of the contract and may result in legal liability. Please note that when downloading bid opportunities from the Purchasing Department website, interested parties are prompted to register their company.

Section 1.07 Inquiry Process/Additional Information

Any questions that arise during the preparation of Bids concerning the content of the ITB shall be submitted in writing to the Franklin County Purchasing Department.

A deadline has been established for submittal of questions. Interested parties must submit all questions, in writing, via email, to Michael Samuels at mtsamuel@franklincountyohio.gov no later than 12:00 Noon on the date noted in the Calendar of Events to be considered for a response. Questions received after this date and time will not receive a response. Unauthorized contact with any Franklin County staff, members of the Public Facilities Management Department or any staff concerning this ITB except through the inquiry method with questions specific to the contents of this ITB is strongly discouraged. This does not apply to communication during the evaluation process if Franklin County initiates the communication.

Section 1.08 Oral Explanation

Franklin County will not be bound by oral explanations or instructions given at any time during the competitive process or after the selection of the successful Offeror.

Section 1.09 Decline to Offer

Any Offeror who receives a copy of this ITB but declines to make an offer is requested to submit a Decline to Offer notification by utilizing the *Statement of Receipt Form and "No Response" Form.* Please submit by the date in the calendar of events.

Section 1.10 Compliance with Specifications and Terms and Conditions

The county cannot accept any changes to the ITB terms and conditions nor is the County allowed to accept any additional agreements that were not part of the originally posted ITB documents. The County will make any changes to the ITB Terms and Conditions or specification through the issuance of amendments or clarifications. If an Offeror submits an ITB with changes, mark-ups or submits its own standard contract for signature that bid will be determined to be non-responsive and will not receive further consideration or evaluation.

Section 1.11 Conflict of Interest

Each Bid must answer the statement indicating whether the Offeror or any people that may work through the Offeror have a possible conflict of interest (e.g., employed by Franklin County, etc.) and, if so, the nature of the conflict. Franklin County has the right to reject a Bid in which a conflict is disclosed or cancel the Contract if any interest is later discovered that could give the appearance of a conflict.

Section 1.12 Representations

The Offeror warrants the accuracy of information submitted and acknowledges that Franklin County will rely on the Offeror's information in making its selection and contracting with the successful organization.

SECTION 2 BID REQUIREMENTS

Section 2.01 Bid Opening

Bids are due by 2:00 p.m. on July 18, 2012. All sealed bids received after this time and date, for any reason will be rejected. The time clock in the Franklin County Purchasing Department will serve as the official record of the time and date that sealed bids are received and will be the sole factor in determining if bids are received in time to be considered. The opening of the sealed bids will take place at the Franklin County Purchasing Office, 373 S. High Street, 25th Floor, Columbus, Ohio 43215-6315. Interested Offerors may attend the opening of the Bids but are not required to do so. Offerors are advised to allow adequate time to locate appropriate parking in the downtown Columbus Ohio area, access required security checkpoints within the Franklin County Courthouse Building and accessing of elevators in order to submit proposal(s) by the required date and time.

Section 2.02 Bid Bond Requirement

An original Bid Bond in the amount of \$500.00 MUST be included with each bid or Franklin County will deem an offeror's bid to be non-responsive and will not receive further consideration. Notice of a claim of right to withdraw such Bid must be made in writing filed with the contracting authority within two business days after the conclusion of the Bid opening procedure (O.R.C. §9.31). The bond is to be in one of the following forms:

- A Surety bond
- A Certified check, Official Check or Cashier's check from a solvent bank, or Savings and Loan Association
- A Money Order from a solvent bank, Savings and Loan Association or the United States Post Office.

Any other form of bond, including Company or Personal Checks shall be rejected and the bid will not receive further consideration.

All bid bonds, using one of the accepted forms above, must be made payable to the Franklin County Board of Commissioners or identify the board as the payee or obligee.

Failure to provide the bond in the proper form and identifying the proper obligee will automatically determine your bid to be non-responsive and your bid will not receive further consideration. Bonds will be returned to all successful and unsuccessful vendors within 30 days of contract award.

Section 2.03 Pre-Bid Meeting

A Pre-Bid Meeting will be held in the Franklin County Courthouse, 373 South High Street, 25th Floor, Meeting Room B, Columbus, Ohio 43215 on July 9, 2012 at 9:00 a.m. While the pre-bid meeting is not mandatory, those intending to submit a bid are encouraged to attend. Bidders are encouraged to bring a copy of this ITB with them to the pre-bid meeting.

Section 2.04 Bid Preparation Costs

The County will not be liable for any costs incurred by a contractor prior-to the award of any contract resulting from the Bid. Total liability of the County is limited to terms and conditions of a resulting Contract.

Section 2.05 Bid Instructions

- 1) Franklin County requires clear and concise Bids. Offerors should take care to completely answer questions and meet the ITB's requirements.
- 2) Each Bidder is required to submit one (1) original hard copy and five (5) copies of their bid by no-later-than 2:00 P.M. the day the Bids are scheduled for opening. Please see the recommendations listed in Appendix D for Offeror's when preparing their Bid(s). Contractors will not staple, bind or place document hardcopies in 3-ring binders or GBC type binders. Documents may be secured by using paperclips, paper clips, binder clips or rubber banded to keep them orderly. This includes any amendments or addendums applicable to the bid. All hardcopy documents will be on 8.5-inch x 11-inch paper, brochures should be copied to the same format.

3) Each Bid must be submitted in a <u>SEALED</u> envelope or similar containers with the submitting Bidder's Company Name and Address, Bid Number and Bid Title CLEARLY MARKED on the exterior. If an Offeror uses an express mail or courier service, the Bid number must be clearly marked on the express mail or courier envelope or must be enclosed in a sealed envelope inside the express mail or courier service envelope. A Bid that is not properly and clearly marked and is inadvertently opened before the scheduled Bid opening time may be disqualified without additional consideration. Faxed and emailed submissions are not acceptable.

Section 2.06 When Bids May Be Delivered

The Purchasing Department ("Purchasing") must receive Bids prior to and no-later-than 2:00 P.M. the day the Bids are scheduled for opening. Sealed Bids received after the specified date and time will be considered late and will not be opened. Sealed Bids received through the mail after the specified Bid opening date and time will be returned to the Offeror unopened. Purchasing does not accept Bids with postage due or collect postage-on delivery charges.

Purchasing receives Bids during the hours of 8:00 a.m. through 4:30 p.m. Monday through Friday, except state observed holidays. The time clock in the Franklin County Purchasing Department will serve as the official record of the time and date that sealed Bids are received and will be the sole factor in determining if Bids are received in time to be considered.

Section 2.07 Where Bids Must Be Delivered

Bids must be delivered to the following address:

Franklin County Purchasing Department – 25th Floor Attention: ITB# 2012-03-14~ Elevator and Dumbwaiter Services 373 South High Street Columbus, Ohio 43215-6315

Section 2.08 Clarifications, Amendments, and Addendums

- 1) If an Offeror discovers any inconsistencies, errors, or omissions in the Request for Bid, the Offeror should request clarification from the Franklin County Purchasing Department. Such requests will be made only in writing. No other form for submitting clarifications is acceptable. <u>Interested parties must submit all questions</u>, in writing, via email, to Michael Samuels at mtsamuel@franklincountyohio.gov no later than 12:00 Noon on the date in the calendar of events to be considered for a response.
- 2) Clarifications will be made no later than five (5) business days before the date of Bid opening, unless otherwise noted. Requests for clarifications received after the above timeframe will not be considered unless the County ascertains that the answer to the clarification could result in a material change to the specification which could affect all Bids.
- 3) During the Bid process, Offerors may be furnished certain amendments / addendums / clarifications covering additions and / or deletions to the ITB documents. Amendments / addendums / clarifications will be included in the Bid documents and will become a part of Contract. Amendments / addendums / clarifications may be issued at anytime preceding the Bid opening date. Franklin County reserves the right to postpone the Bid opening for its convenience. Any information given a prospective Offeror concerning the Bid will be furnished promptly to all other prospective Offerors as an amendment / addendum or clarification. All amendments and addendums will be posted to the Franklin County Purchasing Web Site under this Bid. Those interested in submitting a response to this Bid shall monitor that web site for any amendments / addendums or clarifications to assure complete compliance with specifications, terms and conditions.
- 4) When it is necessary to modify a Request for Bid, Purchasing does so by written amendment or addendum only. All amendments / addendums will be posted to the Franklin County Purchasing Department's website at: http://www.franklincountyohio.gov/commissioners/prch/bid-opportunities. Oral instructions, given before the opening of a Bid or the award of a contract, will not be binding.

Section 2.09 Corrections before Bid Opening

Prior-to the Bid opening, if an Offeror withdraws its Bid and resubmits it with revisions, the revisions should be clearly identified and signed or initiated by the Offeror. The omission of an Offeror's signature or initials to a modification may result in a Bid being determined to be not responsive. Any corrections must be completed off the premises.

It is the responsibility of the Offeror to resubmit a corrected Bid within the time constraints of the established Bid opening time and date. Failure to resubmit a corrected Bid within the established time and date shall be considered late and will not be accepted. Corrected Bids received through the mail after the specified Bid opening date and time will be returned to the Offeror unopened.

Section 2.10 Corrections after Bid Opening

- 1) After the Bid opening, Offeror's may only withdraw their Bids as provided in Ohio Revised Code §9.31. Withdrawal of a Bid after a Bid opening exposes an Offeror to legal liability for sanctions, including costs for re-Bid, or may result in a Bid being awarded to the next lowest Offeror. Notice of a claim of right to withdraw a Bid submitted in error, after the Bid opening, must be made in writing and filed with Franklin County Purchasing Department within two (2) business days after the conclusion of the Bid opening procedure.
- 2) When there are errors in multiplication or addition in a Bid, the unit price quoted will be used for calculating the correct total Bid. If the error is in the unit price, the Bid will automatically be disqualified. Notice of a claim of right to withdraw such Bid must be made in writing filed with the contracting authority within two (2) business days after the conclusion of the Bid opening procedure (O.R.C. §9.31).

Section 2.11 Bids are Firm for 90-Days

Unless stated otherwise, once opened all Bids are irrevocable for ninety (90) days. Beyond ninety (90) days, Offeror will have the option to honor their Bid or make a written request to withdraw their Bid from consideration.

Section 2.12 Bid Rejections

Ohio Revised Code §307.90 and §307.91 permits Franklin County to reject all Bids and advertise for new Bids on the required items, products, or services. Franklin County may reject any Bid, in whole or in part, if any of the following circumstances are true:

- 1) Bids offer supplies or services that are not in compliance with the requirements, specifications, terms, or conditions stated in the Request for Bid.
- 2) Franklin County determines that awarding any item is not in the best interest of the County.

Franklin County reserves the right to reject any or all of the Bids on any basis without disclosure of a reason. The failure to make such a disclosure will not result in the accrual of any right, claim, or cause of action by any unsuccessful contractor against Franklin County.

Section 2.13 Lowest and Best Offeror

An Offeror is lowest and best if its Bid offers the best-cost and supply or service in comparison to all other Offerors as set forth in the evaluation paragraph in the Bid. Franklin County reserves the right to award the contract to the Offeror that may have a higher price and by evaluation best meets the county's requirements.

Section 2.14 Evaluation Process

The evaluation process will consist of the following phases:

- a. Phase 1 Initial review of Bids for compliance
- b. Phase 2 Evaluation of Bid Submissions

Phase 1 - Initial Review of Bid

Franklin County will review all Bids for their format, completeness and compliance.

Phase 2 - Evaluation of Bid Documents

Franklin County will evaluate each Bid and the requirements according to the criteria contained in this part of the ITB. At any time during this phase, Franklin County may request clarifications from any Offeror under active consideration and may give any Offeror the opportunity to correct defects in its bid if Franklin County believes doing so does not result in an unfair advantage for the Offeror and it is in Franklin County's interest to do so.

Bid Evaluation Criteria

Franklin County's determination of "lowest and best" Offeror includes, but is not limited to, the following factors (not ranked in any particular order of importance):

- 1) Price of Services.
- 2) Capability of the Offeror to perform specifications.
- 3) Quality of services in relation to specifications.
- 4) The experience/references of the Offeror.

This is intended to be a multiple bid or single bid, however, if it is in the best interest of Franklin County, the County reserves the right to award to multiple vendors, to reject all bids and re-bid, or not to make any award on an "all or none" basis. Bids are typically evaluated within 60 days.

Section 2.15 Communication during Evaluation

- 1) During the evaluation process, unless requested by County as part of the evaluation process, any attempt on the part of the Offeror, the Offeror's agent(s), or any party representing the Offeror, to submit correspondence that is determined by County to be an attempt to compromise the impartiality of the evaluation or any party on the part of the Offeror, the Offeror's agent(s), or any party representing the Offeror to communicate with any member of the County regarding the evaluation process may be grounds for immediate disqualification of the Offeror. A determination to cease the evaluation or reverse an award determination will be at the sole discretion of the County.
- 2) County may request additional information to evaluate an Offeror's responsiveness to the Request for Bid or to evaluate an Offeror's responsibility. If an Offeror does not provide the requested information, it may adversely impact County's evaluation of the Offeror's responsiveness or responsibility.

Section 2.16 References

The contractor shall currently be servicing group automatically operated elevators in at least five (5) different buildings, for a period of no less than five (5) years. Each of these five (5) buildings must be indicated on the Reference Sheet indicating its location, person to contact, and telephone number. These five (5) buildings must be located within Central Ohio.

Three (3) of these buildings must be high-rise buildings and one (1) of these buildings must be experiencing daily traffic flow equal to or greater than the Courthouse (4,700 people a day). Note any references with elevators with identical controller type (including Elevonic 401) currently on service within a 50 mile radius of Columbus.

SECTION 3 PRICING AND ESTIMATES

Section 3.01 Pricing

Contractors are expected to quote firm and fixed prices on a per unit basis for the duration of the contract. During the term of this contract or any extensions thereof, if the Federal Minimum Wage Standard Rate increases in excess of the current hourly wage rate of this contract, the Contractor will be permitted to increase the hourly rate of pay to Federal Minimum Wage Rate. The increase, plus related payroll expenses and taxes, are permitted to be passed on to Public Facilities Management. Additional cost for government programs, such as health insurance, mandated during the term of this contract will be reviewed and may be passed on to Franklin County with a thirty-day (30) notice and proper documentation. Contractors are required to submit firm and fixed prices in the format specified on the pricing sheet (Appendix E). When there are errors in multiplication or addition in a bid, the unit price quoted will be used for calculating the correct total bid. If the error is in the unit price, the bid will be automatically disqualified. All bid pricing will be valid for 120 calendar days from the bid opening date to permit adequate evaluation of the bid responses. Contractors shall maintain all personnel and compensation records in accordance with relevant city, state and federal laws.

Section 3.02 Estimated Usage

Unless otherwise stated, the usage indicated for each item(s) are to be considered as estimates only and should be considered as information relative to potential purchases that may be made from the Contract. Franklin County makes no representation or guarantee as to the actual amount of products, services or units to be purchased by Franklin County or any of the participating agencies or that any purchases will be made by the purchasing agencies.

In the event contracts are awarded to multiple Contractors, Franklin County reserves the right to allocate business to the various Contractors, at is sole discretion, based on its determination of operational needs. Customer preference will also be given strong consideration in the allocation of business among various Contractors.

CONTRACT TERMS AND CONDITIONS

SECTION 4 MISCELLANEOUS TERMS

Section 4.01 Standard of Care.

Offeror will discharge its obligations under the Services Agreement with that level of reasonable care which a similarly situated business would exercise under similar circumstances.

Section 4.02 Indemnification

The Offeror shall assume the defense of, indemnify, and save harmless Franklin County and all Franklin County Agencies, including public officials, and employees receiving supplies or services under this contract from any and all claims, damages, lawsuits, costs, judgments, expenses, and any other liabilities that may arise from the related Offeror's performance of the work required under this Contract and including Offeror's employees and agents.

Section 4.03 Offeror's Warranty against an Unresolved Finding for Recovery

Ohio Revised Code (O.R.C.) §9.24 prohibits the County from awarding a contract to any Offeror against whom the Auditor of the State has issued a finding for recovery if the finding for recovery is "unresolved" at the time of the award. By submitting a bid, Offeror warrants that it is not now, and will not become subject to an "unresolved" finding for recovery under O.R.C. §9.24, prior-to the award of any contract arising out of the ITB, without notifying the County of such finding.

Section 4.04 Performance Bond Requirements

The successful contractor is required to provide a performance bond in the amount of 100% of the total amount proposed for the first year of the contract period, within ten (10) days after approval of a contract by the Franklin County Board of Commissioners. The contractor must also provide Franklin County with a performance bond in the same amount, at least ten (10) days prior to the commencement of any subsequent contract year, including each renewal year. A bidder must submit the name and address of the surety company who will provide this performance bond in Appendix C.

Section 4.05 Ethics

All Contractors and employees of Franklin County are bound by the Ethics Laws of Ohio. Any Contractor or employee who violates any of these laws will be subject to penalties set forth by law.

Section 4.06 Public Record and Treatment of Confidential and Proprietary Information

After the bids are opened they are public record as defined in Ohio Revised Code (O.R.C.) §149.93 and are subject to all laws appurtenant thereto.

All materials in the bid will become the property of Franklin County and may be returned only at the County's discretion. Materials received constitute public information as a matter of statutory law and will be made available for public inspection and copying upon request by members of the public pursuant to O.R.C. §149.43. Any portion of the bid to be held confidential should be marked to that effect and will not be considered public record if it clearly falls within an exemption enumerated in O.R.C. §149.43. Pricing pages of the bid document shall be considered public information.

Section 4.07 Subcontracting

Subcontracting is not allowable under the terms of this Contract.

Section 4.08 Consent to Assign

Contractor will not assign any of its rights under this Contract unless County consents to the assignment, in writing including any assignment through a merger or other corporate reorganization. Any purported assignment made without the County's prior written consent is void and may result in the County terminating the contract and pursuing claims against the Contractor. County may assert against an assignee any claim or defense County may have against the assignor.

The Contractor shall notify the County as soon as possible, but no later than sixty (60) days, prior to the Company converting into, merging or consolidating with or selling or transferring substantially all of its assets or business to another corporation, person or entity. Franklin County reserves the right to inspect all new contractors to assure they meet the criteria as outlined in the original contract.

Section 4.09 Record Keeping

The Contractor will keep all financial records consistent with Generally Accepted Accounting Principles (GAAP). During the period covered by the contract and is required to provide the Franklin County Purchasing Department, Board of Commissioners, or their designated representative, authorized representatives (for the Contractor), and any person or agency instrumentally involved in providing financial support for the contract work access and right to examine any books, documents, papers, or records related to this contract. Claims documentation may be reviewed through a formal Audit and are not subject to the work access requirements set forth in this paragraph.

Section 4.10 Insurance Requirements

ALL INSURANCE COMPANIES PROVIDING COVERAGE SHALL BE LICENSED TO DO BUSINESS IN THE STATE OF OHIO.

Throughout the contract period, the Contractor must maintain a comprehensive insurance program affording as a minimum the items indicated below: A Certificate of Insurance reflecting the required coverage and amount must be submitted with Contractors response. The Franklin County Board of Commissioners must be identified as *additional insured, project name, and the bid number* must be included on the Certificate of Insurance. If there is any change in the Contractor's insurance carrier or liability amounts, a new certificate must be provided to the Franklin County Purchasing within seven (7) calendar days of change.

Comprehensive General Liability: up to \$1,000,000 single limit occurrence including coverage for: a) Personal Injury Liability: all sums, which the company shall become legally obligated to pay as damages because of bodily injury, sickness, or disease including death at any time resulting there from, sustained by any person other than its employees; b) Broad form Property Damage Liability; c) products and completed operations; d) premises and completed operations; and e) contractual liability insuring the obligations assumed by the Vendor under the Contract. This insurance does not apply or shall not be construed as being applicable to liability for damages arising out of bodily injury to any person or damage to any property of others resulting from the negligence of the Franklin County Board of Commissioners, its officers, employees or agents.

Automobile Liability Insurance: all sums, which the company shall become legally obligated to pay as damages because of injury to or destruction caused by occurrence rising out of ownership, maintenance or use of any automobile.

Excess Annual Aggregate Limit: \$3,000,000 dollars

During the term of this Contract and any renewal thereto, the Contractor, and any agent of the Contractor, at its sole cost and expense, shall maintain the required insurance coverage as described in the Contract. County may require the Contractor to provide respective certificate(s) of insurance in order to verify coverage. Failure to provide a requested certificate within a seven (7) calendar day period may be considered as default.

Section 4.11 Governing Law

This Contract shall be governed by and construed in all respects in accordance with the laws of the State of Ohio. Any disputes arising under this contract shall be settled in a court of competent jurisdiction, located in Franklin County, Ohio.

SECTION 5

TIME OF PERFORMANCE

Section 5.01

Time of Contract

The contract term shall be for three (3) years with two (2) optional one (1) year extension periods upon approval of the Board of Franklin County Commissioners. The exact Contract commencement date and expiration date shall be set forth in the contract. The Contract is effective on the later of the Effective date or the date upon the signatures of the Franklin County Board of Commissioners. The Contract beginning date is subject to the approval of the Commissioners. This Contract will remain in effect until the end date as noted on the Contract or until the Contract is fully performed by both parties or until it terminates in accordance with the termination language of the Contract.

Section 5.02 Contract Extension and Price Increase

The Contract Price for Section II shall be subject to review and adjustment on a yearly basis when request is based on an increase or decrease in labor costs. The contract price may be adjusted, under contract with Franklin County, to reflect any increase or decrease in labor costs based on the straight time rate and fringe benefits of elevator mechanics in the Central Ohio area. The contractor's request for price adjustment must include any union justification and a past billing report showing increase.

The Contract Price for Section II shall be subject to review and adjustment after the initial term of the contract when the request is based on an increase or decrease in material costs. The contract price may be adjusted, under contract with Franklin County, to reflect any increase or decrease in the wholesale price index for metal and metal products.

Any price adjustment request must be in writing to Public Facilities Management and must be received 60 days before the anniversary of the contract. This price adjustment will be made at the discretion of the Director of Public Facilities Management.

**NOTE: If there is any increase or decrease in the number of dumbwaiters and elevators being serviced in County buildings or in the number of facilities, the Contract Price will be adjusted accordingly.

Section 5.03 Contract Extension at the End of Any Contract Period

The Contract shall be automatically extended for 90 days, at the option of the County, to allow for the award of a new bid or completion of the contract extension.

SECTION 6

DELIVERY

Section 6.01

F.O.B. - Destination

Offeror must provide supplies or services under this Contract F.O.B. - Destination. The place of delivery will be specified by the participating agency on the agency's purchase order or other ordering document. Freight will be prepaid and will be documented on the delivery invoice.

Section 6.02 Time of Delivery

If Offeror is not able to deliver the supplies or services on the date and time specified by the participating agency on the agency's order document, Offeror must coordinate an acceptable date and time for delivery to the agency. If Offeror is not able to or does not provide the supplies or services to a participating agency by the date and time provided/request or by the date and time later agreed upon, the County may obtain any remedy authorized under this agreement or by law.

Section 6.03 Minimum Orders

There is no minimum order limits authorized, unless stated otherwise. The Offeror will utilize the most economical and expeditious method for proper delivery of items. If authorized by the Contract a delivery fee may be applied for expedited delivery (e.g. over-night, air, etc). All fees will be noted in the Contract at the time of submittal.

SECTION 7

INVOICING, PAYMENT AND TAXES

Section 7.01

Standard Invoice and Payment

The Contractor shall submit an invoice to attention of Fiscal Division, Franklin County Public Facilities Management, 373 S. High Street, Columbus, Ohio 43215 upon shipment of the supplies or performance of service as described on the purchase order. Except when using Electronic Data Interchange (EDI) processes, and unless otherwise requested by the ordering agency, the invoice must be a "proper invoice" to receive consideration for payment. A "proper invoice" is defined as being free of defects, discrepancies, errors, or other improprieties. Improper invoices will be returned to the Contractor noting the areas of discrepancy.

Invoice shall include, at a minimum:

- 1) Agency account code
- 2) Name and address of the Offeror
- 3) Billing period
- 4) Location
- 5) Unit cost (must match contract pricing)
- 6) Calculated extended cost
- 7) Shipping/billing address
- 8) Customer service telephone number

Section 7.02

Payment Due Date

Franklin County Public Facilities Management normally makes payments within 45-days from the day the invoice is received and / or acceptance of supplies or services. Agencies only process an invoice for payment after delivery and acceptance of the ordered supplies or services have been completed or transpired. Franklin County will not pay late fees, interest, or other penalties for later payment, unless otherwise stated. Any entity authorized to utilize this Contract, outside the responsibility of Franklin County, is responsible for all orders, invoices, payment, and / or tracking.

Section 7.03 Taxes

Franklin County and the agencies therein responsible for are exempt from all federal, state, and local taxes. Participating Franklin County agencies will not pay any taxes on supplies or services purchased from a Contractor, unless the Special Contract terms and conditions state otherwise. A tax-exempt certificate will be provided on request by the Contractor receiving the award.

SECTION 8

CONTRACT ADMINISTRATION AND REPORTS

Section 8.01

Contract Administration

The Public Facilities Management and the Franklin County Purchasing Department will be responsible for the administration of the Contract and will monitor the Contractors performance and compliance with the terms, conditions, and specifications of the Contract. If any agency observes any infraction(s), such shall be documented and conveyed to the Purchasing Department for immediate remedy. The Contractor will be notified by Purchasing and failure of the Contractor to rectify the infraction(s) will be considered a breach of the contract and the County may exercise its rights under Section 9.02.

Section 8.02

Usage Reports

At no cost to the County, the Offeror shall be required to provide quarterly, bi-annual, or annual usage reports as requested by the Public Facilities Management. The report will include information as to purchasing activity under the Contract by all participating agencies within Franklin County and all outside entities utilizing the Contract. Report topics will include, but will not be limited to; agency name, account code, item descriptions, quantity, dollar value, aggregate sale to each agency, and other information such as requested by County. Electronic media is the preferred method of these reports. Failure to provide requested reports within seven (7) calendar days, after notification, may be deemed as default.

Section 8.03 Quality Assurance

The Offeror is responsible for the quality of the goods sold to Franklin County. Any defective goods discovered during the delivery and/or installation will be replaced at no cost to the County. Any goods that do not meet or do not perform to the guarantee of the manufacturer's warranty will be replaced by the Offeror immediately at no cost to the County. It is the responsibility of the Offeror to return any defective goods to the Manufacturer.

If authorized by the County, the Offeror is responsible for installation of all goods and for the removal of all packaging material. If during installation the Offeror or their subcontractor damages any goods then the Offeror will replace those damaged items at no cost to the County.

Section 8.04 Warranties

Unless otherwise stated, all supplies shall be new and unused and only when authorized, recycled or refurbished products. All products shall carry manufacturer warranties. The Contractor warrants all supplies to be free from defects in labor, material, and manufacturing and to be in compliance with the Contract specifications. The County reserves the right to request all warranty documentation. The Contractor shall provide warranty information requests within seven (7) calendar days. Failure to provide requested reports within seven (7) calendar days, after notification, may be deemed as default.

Section 8.05 Returned Goods Policy

The County will apply the following Return Goods Policy on all purchasing made under the Contract. The Contractor acknowledges to have read, understands and agrees to this Policy:

- 1) When due to Contractor error (i.e. over shipment, defective merchandise, unapproved substitutions, etc.) return goods shall be returned to the Contractor, at the Contractors expense. The Contractor shall make arrangements to remove the return goods from ordering agency premises within seven (7) calendar days after notification. The Contractor shall not apply any restocking or other charges to the agency. At the option of the ordering agency, replacement items may be accepted and will be shipped within seven (7) calendar days of notification. Failure of the Contractor to arrange for return of the items within the specified time will result in the items being deemed as abandoned property and the ordering agency will dispose of accordingly.
- 2) For orders of custom manufactured items, the Contractor will provide a production sample of the item to the ordering agency for acceptance. The production sample will be identical to the item to be provided. The ordering agency will provide written acceptance of the item prior-to the Contractor continuing the production. Once delivery and acceptance has been completed and the ordering agency determines for any reason that any remaining quantities will not be used, the agency may request the return of custom manufactured items. Acceptance of return of custom manufactured items will be at the option of the Contractor. If the Contractor agrees to the return of these items, the agency will be responsible for all costs associated with packaging, shipment, and transportation, to include the original shipment to the agency and subsequent return of goods to the location designated by the Contractor. The Contractor may assess restocking fees that are equivalent to restocking fees that are normally assessed to other customers or as published by the Contractor. Failure of the Contractor to provide a production sample(s) and obtain written approval from the ordering agency will result in the Contractor bearing all responsibility and costs associated with the return of goods.
- 3) Return goods of regular catalog stock merchandise, when due to agency error (i.e. over purchase, discontinued use, inventory reduction, etc.) will be accepted by the Contractor if notice is given by the agency within two (2) calendar months of delivery and acceptance. All items to be returned must be unused and in their original containers and in suitable condition for resale. The ordering agency will be responsible for all transportation costs associated with both the original shipment and the subsequent return of the items to the location designated by the Contractor. The Contractor may assess restocking fees that are equivalent to restocking fees that are normally assessed to other customers or as published by the Contractor. Return of regular stock catalog merchandise, when delivery and acceptance exceed two (2) months will be at the option of the Contractor.

4) Product Recall: In the event product delivered has been recalled, seized, or embargoed and / or has been determined to be misbranded, adulterated, or found to be unfit for human consumption by the packer, processor, manufacturer or by any State or Federal regulatory agency, the Contractor shall be responsible to notify the buying agency within two (2) business days. Contractor shall, at the option of the ordering agency, either reimburse the purchase price or provide an equivalent replacement product at no additional cost. Contractor shall be responsible for removal and / or replacement of the affected product within a reasonable time as determined by the ordering agency. At the option of the ordering agency, the Contractor may be required to reimburse storage and / or handling fees to be calculated from time of delivery and acceptance to actual removal and proper disposal of the affected product. Failure to reimburse the purchase price or provide equivalent replacement product may deem the Contract in default.

SECTION 9 CONTRACT CANCELLATION; TERMINATION; REMEDIES

Section 9.01 Contract Cancellation

The County may cancel this Contract upon any one of the following events. The cancellation will be effective on the date delineated by County.

1) 30-Day Notice Termination

Franklin County reserves the right to terminate the resulting contract immediately by giving the vendor 30-days written notification. If this Contract is terminated for convenience, Franklin County shall be liable only for payment under the payment provisions of the resulting contract for goods and services rendered before the effective date of termination.

2) Non-Appropriation of Funds

This Contract is contingent upon Franklin County budgeting and appropriating the funds on an annual basis necessary for the continuation of this Contract in any contract year. In the event that the funds necessary for the continuation of this Contract are not approved for expenditure in any year, this Contract shall terminate on the last day of the fiscal year in which funding was approved, without penalty to Franklin County.

3) Cancellation for Failure to Retain Certification

Pursuant to the requirements as stated in the Contract, all certifications and / or registrations must be maintained for the life of the Contract. Failures to renew and certification(s) or the de-certification by certifying entity, may result in the immediate termination of the Contract.

4) Cancellation for Financial Instability

Franklin County may cancel this Contract by written notice to the Contractor if a petition in bankruptcy or similar proceeding has been filed by or against the Contract.

Section 9.02 Termination for Default:

Franklin County may, subject to the paragraphs below, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor:

- a) Fails to Deliver the supplies or to perform the services within the time specified in this Contract or any extension;
- b) Fails to Make progress, so as to endanger performance of this Contract; or
- c) Allows counties, townships, and other political subdivisions utilizing this contract under Section 11.01 Joint Purchasing Program Contract Opportunities to modify or make changes to any and all aspects of the County's contract.

Franklin County **may exercise** its right to terminate this Contract under this Section of the Contract if after receipt of the notice from Franklin County specifying the failure the Contractor <u>does not offer a plan to cure</u> such failure within 10-days (or more if authorized in writing by Franklin County). This paragraph only requires that the Contractor present their plan and timeline in which they intend to cure the failure.

a. If Franklin County terminates this Contract in whole or in part, for default under this Section 9.02 it may acquire, under the terms and in the manner, the County considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to Franklin County for any excess costs for those supplies or services. The maximum amount of liability of the Contractor shall not exceed the total amount of Administrative Service fees that have been paid to the Contractor as of the termination date of the Contract. However, the Contractor shall continue the work not terminated.

- b. Force Majeure: Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include (1) acts of God or of the public enemy, (2) acts of the Government in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, (9) unusually severe weather. In each instance, the failure to perform must be beyond the control and without the fault or negligence of the Contractor.
- c. If failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of the Contractor and subcontractor, and without fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted supplies or services were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule.
- d. If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Franklin County.

Section 9.03 Remedies

Actual damages may be sought by Franklin County for all actual or direct damages caused by the Offeror's default. In the event of a default and if the County purchases or contracts for services or supplies that were to be provided by the Offeror, the County may recover the additional costs associated with acquiring the substitute supplies or services.

Section 9.04 Actual Liabilities

Contractor is liable for all damages caused by the Contractor's default or negligence. The County may buy substitute services or supplies, from a third party, for those that were to be provided by the Contractor. The County may recover the costs associated with acquiring substitute supplies or services, less any expense or costs saved by Contractor's default, from Contractor. The maximum amount of liability to the Contractor shall not exceed the total amount of payments that have been paid to the Contractor as of the termination date of the Contract.

SECTION 10 CERTIFICATIONS AND AFFIDAVITS

Section 10.01 Suspension and Debarments

The County will not award a Contract for goods or services, funded in whole or in part with Federal funds, to a person or vendor who has been suspended or debarred from doing business with the State of Ohio or who appears on the Federal List of Excluded Parties Listing System https://epls.arnet.gov/.

Section 10.02 Legal Compliance

The Contractor must agree to comply with all applicable local, state, and federal laws in the performance of the work specified in this bid including applicable state and federal laws regarding drug-free work places. The Contractor will be required to accept full responsibility for payment of all taxes and insurance premiums including, but not limited to; Unemployment Compensation insurance premiums, Workers' Compensation, all income tax deductions, Social Security deductions, and any other taxes or payroll deductions required for all employees engaged by the Contractor in the performance of the work specified in this bid.

Section 10.03 Workers' Compensation Provision

The Contractor shall be required to carry Workers' Compensation Liability Insurance as required by Ohio law for any work to be performed within the state of Ohio, as applicable by law. Unless otherwise listed in the bid specifications, the awarded Contractor will be required to provide said certificate within seven (7) calendar days after notification to award to: Franklin County, Purchasing Department, 25th Floor, and 373 S. High St., Columbus, OH 43215-6315. Failure to provide certificate within the stated time period may deem the Contractor as non-responsive and dismissal of award recommendation. Failure to maintain Workers' Compensation Liability Insurance coverage as required by law and any renewal thereto will be considered as a default.

Section 10.04 Non-Collusion Certification

By the signature affixed on Appendix A Exhibit A-1 (*Non-Collusion Affidavit*) of the Bid, the Contractor certifies that he/she is (sole owner, partner, president, secretary, etc.) of the party making the forgoing bid; that such bid is genuine and not collusive or sham; that Contractor has not colluded, conspired or agreed, directly or indirectly, with any Offeror or person, to put in a sham bid; or colluded or conspired to have another not bid and has not in any manner, directly or indirectly, sought by agreement or collusion or communication or conference, with any person to fix the bid price of its bid with any other Offeror, or that of any other Offeror, or to secure any advantage against any Offeror or any person or persons interested in the proposed Contract and that all statements contained in the bid are true; and further, that the Contractor has not, directly or indirectly, submitted this bid, or the contents thereof, or divulged any related information or data to any association or to any member or agent of any association.

Section 10.05 Non-Discrimination / Equal Opportunity Provisions

By the signature affixed on Appendix A Exhibit A-2 (*Non-Discrimination / Equal Opportunity Affidavit*), the Contractor certifies that he/she complies with all applicable laws regarding Non-Discrimination / Equal Opportunity. All Contractors must be willing to enter a Contract containing the express language contained in §125.111 of the Ohio Revised Code, which requires the following:

Every Contract for or on behalf of the state or any of its political subdivisions for the purchase of materials, equipment, supplies, contract of insurance, or services shall contain provisions similar to those required by §153.59 of the Ohio Revised Code, in the case of construction contracts by which the Contractor agrees to both of the following:

That in the hiring of employees for the performance of work under the Contract or any subcontract no contractor or subcontractor shall, by reasons of race, color, religion, sex, age, handicap, national origin or ancestry, discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which the Contract relates.

That no Contractor, Subcontractor, or any person acting on behalf of any Contractor or Subcontractor shall, in any manner, discriminate against, intimidate, or retaliate against any employee hired for the performance of work under the Contract on account of race, color, religion, sex, age, handicap, national origin, or ancestry

All Contractors who contract with the state or any of its political subdivisions for materials, equipment, supplies, contracts of insurance, or services shall have a written affirmative action program for the employment and effective utilization of economically disadvantaged persons, as defined in §122.71 of the Ohio Revised Code. Annually, each such Contractor shall file a description of the affirmative action program and a progress report on its implementation with the Ohio Civil Rights commission and the Minority Business Development Office established under §122.92 of the Ohio Revised Code.

Section 10.06 Delinquent Personal Property Taxes

By the signature affixed on Appendix A Exhibit A-3 (*Delinquent Personal Property Taxes*) of the Bid, the Contractor certifies that they are not charged with delinquent personal property taxes on the general list of personal property in Franklin County, Ohio, or any other counties containing property in the taxing districts under the jurisdiction of the Auditor of Franklin County, Ohio.

Section 10.07 Declaration Regarding Material Assistance/Non-Assistance to a Terrorist Organization

Ohio Revised Code Section 2909.21 Terrorism requires that any contract that will result in a Contractor receiving funding in an aggregate amount greater than \$100,000 annually shall certify that it does not provide material assistance to any organization on the United States Department of State Terrorist exclusion list. *Prior to award* of the Contract, the successful Contractor shall complete the DMA Form (attached Appendix A Exhibit A-4). Affixing a signature on Appendix A Exhibit 4 (Declaration Regarding Material Assistance/Non-Assistance to a Terrorist Organization) of the Bid, the Contractor certifies that it does not provide material assistance to any organization on the list, and that failure to complete the form or answer "yes" to any question shall serve for the purposes of this affidavit as a disclosure of the provision of assistance to an organization that is listed on the terrorist exclusion list (attached with the DMA form).

Section 10.08 Small and Emerging Business

For statistical purposes, Franklin County is seeking information on the size and demographic type of vendors replying to our bids. Utilizing Appendix A Exhibit A-5 (Small and Emerging Business Information), Proposers are asked to indicate whether their company, business or organization meets the descriptions provided for a Disadvantaged Business Enterprise (DBE), Minority Business Enterprise (MBE), Small and Emerging Business (SEB), or a Woman Business Enterprise (WBE). This is only for informational purposes and is not part of the evaluation process and will not be given any consideration with regard to an award.

SECTION 11 SPECIAL CONSIDERATIONS

Section 11.01 Green Initiatives

By adoption of Resolution 683-06, the Franklin County Board of Commissioners established the County's commitment to the mutually compatible goals of environmental protection and economic growth, and also expressed its intention to promote sustainable principles in policy decisions and programs. In that spirit, the County (a) promotes the purchase and use of products and services that enhance environmental, social and economic health; (b) develops waste management policies that reduce the amount of materials directed to landfills for disposal; and, (c) improves air quality through environmentally appropriate fleet management practices concerning vehicle performance and use of alternative fuels.

It is Franklin County's intention to purchase goods that are manufactured using the least amount of new materials, the least amount of energy for their production and which make the least contribution to environmental pollution. In addition, it is Franklin County's intent to do business with providers of goods and service who promote sustainable environmental policies within their own businesses and while doing business with Franklin County.

In order to meet the intent of the Board of Commissioners' environmental and sustainability policy, vendors shall provide information in their bids, bids or offers concerning the manufacturing processes used to produce their offered product; the percentage amount of recycled material contained in the product; the percentage amount of the item that can be recycled; and, whether the product meets EPA standards or has received certification/approval from an independent third party organization such as "Green Seal", "Indoor Advantage", "Eco Logo" or "Energy Star". To enable the Board to make selections consistent with this policy, vendors may submit a bid, bid or offer proposing alternative products to the goods that were bid or specified. Affixing a company name to Exhibit 5 – Commitment To Promoting Fuel Efficiency And Reducing Air Pollution of the Bid, the Contractor certifies that it supports the Franklin County Commissioners' "Green" philosophy and initiatives.

Section 11.02 Cooperative Contract Opportunity

It is Franklin County's desire to make this a cooperative contract. State of Ohio political subdivisions based on the grid listed in Appendix H would have the opportunity to purchase the items on this bid under the same prices, terms and conditions. Utilizing Appendix H, please indicate the agencies you could service under this contract using the same pricing, terms and conditions. To service these counties under the cooperative language, the contractor shall not be allowed to increase any fees and or impose any other charges that are not part of the original contract. It is not mandatory to service any area beyond the boundaries of Franklin County nor is it mandatory to agree to provide any services to any other political subdivision. Franklin County, in accordance with ORC Section 9.48, will permit authorized counties or townships to participate in contracts that Franklin County has entered into for the purchase of certain supplies, services, materials, and equipment. It is the responsibility of participating political subdivisions to ensure that they meet the requirements of ORC Section 9.48 prior to ordering any supplies or services.

Upon contract award, authorized counties, townships, and other political subdivisions are approved to order directly with the supplier. All invoices shall be sent directly to the ordering political subdivision's address. Under no circumstances is Franklin County obligated for any financial commitments for any supplies or services purchased under this contract.

Under no circumstances is any municipality, county, or authorized political subdivision authorized to modify the pricing, terms and conditions, or specifications of this contract. Vendors who allow for the above modifications could have this provision stricken from this contract or could be subject to the County invoking its rights under Section 8.02, Termination for Default.

Section 11.03 Governing Law/Venue

This Agreement shall be governed by the laws of the State of Ohio (regardless of the laws that might be applicable under principles of conflicts of law) as to all matters, including but not limited to matters of validity, construction, effect and

performance. All actions regarding this Agreement shall be forumed and venued in a court of competent subject matter jurisdiction in Franklin County, Ohio and the parties hereby consent to the jurisdiction of such courts.

Section 11.04 Entire Agreement/Amendment/Waiver

This Agreement and its exhibits and schedules and any documents referred to herein or annexed hereto constitute the complete understanding of the parties. This Agreement shall not be changed, modified, terminated or amended except by a writing signed by a duly authorized officer of each party to this Agreement. Any waiver must be in writing. Any waiver shall constitute a waiver of such right or remedy only and not of any other right or remedy of the waiving party. For purposes of any amendments or waivers, such amendment and waivers shall only be binding against the County if signed by the Board of County Commissioners.

Section 11.05 Notices

All notices and other communications which may or are required to be given hereunder shall be in writing and shall be deemed duly given if personally delivered, or sent by overnight express courier, or sent by United States mail, registered or certified, return receipt requested, postage prepaid, to the address set forth hereunder or to such other address as the other party hereto may designate in written notice transmitted in accordance with this provision. If either overnight express courier or United States mail delivery is not available or delivery is uncertain, then notices may be given by telecopier or by e-mail. Notice shall be sent to the following addresses:

To the Contractor:

Printed Company Name

Attention:

Applicable Company Contact

Address:

Ctreat on DO Day

Address #2:

olumbis, 0H 43204

City, State and Zip

Telephone:

(614) 771 - 1500

If to the County:

Franklin County Purchasing Department

Attention: Purchasing Director 373 S. High Street, 25th Floor

Columbus, OH 43215 Telephone: (614) 525-7266 Facsimile: (614) 525-3144