

NOTICE TO BIDDERS

SEALED BIDS WILL BE RECEIVED BY THE ALLEN COUNTY COMMISSIONERS – 301 NORTH MAIN STREET, LIMA, OHIO 45801 UNTIL 10:30 AM ON JANUARY 10, 2011. BIDS RECEIVED AFTER 10:30 A.M. (LOCAL TIME) WILL BE RETURNED UNOPENED. THESE BIDS WILL BE OPENED PUBLICLY AND READ ALOUD AT THE STATED LOCAL TIME IN THE ALLEN COUNTY COMMISSIONERS OFFICE FOR THE FOLLOWING PROJECT.

MAINTENANCE AGREEMENT ON ELEVATORS

THIS WILL BE A FULL SERVICE MAINTENANCE AGREEMENT INTENDED TO PROTECT OUR INVESTMENT, EXTEND EQUIPMENT LIFE, AND PROVIDE A HIGH LEVEL OF PERFORMANCE AND RELIABILITY. SAID CONTRACT SHALL BE FOR A PERIOD OF ONE YEAR WITH THE OPTION OF TWO (2) ONE-YEAR RENEWALS.

EQUIPMENT

LOCATION:	Allen County Sheriff Dept.	The Savings Building	Memorial Hall
	Allen County Courthouse	Court of Appeals	Parking Garage
	Allen County Annex	Civic Center	Children Services
	Museum		

EQUIPMENT DESCRIPTION

NUMBER OF UNITS	MANUFACTURER	TYPE OF UNITS	MACHINE NUMBERS
Four (4)	Dover	Relay	30631-2, 30629-30
One (1)	Otis	Passenger	600016
One (1)	Otis	Esco	23919
Two (2)	Otis	Passenger	8834, 16767
Two (2)	Dover	Relay	31119
One (1)	Dover	DMC	41759
One (1)	Dover	Relay	1828
One (1)	Dover	Freight	1864
One (1)	Dover	Passenger	
One (1)	Otis	LVM-3500	435201
One (1)	Otis	Passenger	49370
One (1)	Haughton	Passenger	21767

A SITE VISIT CAN BE MADE WITH DANA STERLING AT THE ALLEN COUNTY COURT HOUSE ANY TIME BEFORE THE BID OPENING BY CALLING 419-223-8521

SUCCESSFUL BIDDERS ARE REQUIRED TO FURNISH A SATISFACTORY PERFORMANCE BOND

UNDER THIS CONTRACT, YOU WILL MAINTAIN THE UNITS ON THE FOLLOWING TERMS AND CONDITIONS:

PERFORMANCE

MAINTENANCE

You will examine the Units using trained personal directly employed and supervised by you. The examinations will include inspection, lubrication, adjustment, cleaning, and, if conditions or usage warrant, repair or replacement of the following parts:

Controllers, selectors and dispatching equipment, relays, solid-state components, transducers, resistors, condensers, power amplifiers, transformers, contacts, leads, dashpots, timing devices, computer and microcomputer devices, steel selector tapes, mechanical and electrical driving equipment, signal lamps, and position indicating equipment.

Door operators, car door hangers, car door contacts, door protective devices, load weighing equipment, car frames, car safety mechanisms, platforms, car and counterweight guide shoes including rollers and gibs, and emergency car lighting.

Hoistway door interlocks and hangers, bottom door guides, and auxiliary door closing devices.

Machines, worms, gears, thrust bearings, drive shives, drive shive shaft bearings, brake pulleys, brake coils, contacts, linings, and component parts.

Motors, motor generators, motor windings, rotating elements, commutators, brushes, brush holders, and bearings.

Governors, governor sheaves and shaft assemblies, bearings, contacts, governor jaws, deflector or secondary sheaves, car and counterweight buffers, car and counterweight guide rails, car and counterweight sheave assemblies, top and bottom limit switches, governor tension sheave assemblies, and compensating sheave assemblies.

Pumps and pump motors, operating valves, valve motors, leveling valves, plunger packings, exposed piping, above ground plungers and cylinders, and hydraulic fluid tanks.

In addition you will replace all wire ropes as often as necessary to maintain an appropriate factor of safety. As conditions, usage, or code warrants, you will equalize the tension on hoisting ropes, resocket ropes for drum machines, and repair or replace conductor cables and hoistway and machine-room elevator wiring.

This Contract includes emergency minor adjustment callback services during your regular working hours.

RELIABILITY

PARTS INVENTORY

You will during the term of this Contract maintain, either in the elevator machine room or as part of your examiner's mobile inventory, a supply of frequently used replacement parts and lubricants selected by you to meet the specific requirements of the Units. Any parts replaced under this Contract will be new parts manufactured or selected by you or with parts refurbished to your standards. Replacement parts stored in the machine room remain your property until installed in the Units. You will furnish replacement parts in exchange for the parts replaced. You further agree to maintain a supply of replacement parts in your local parts warehouse inventory and/or your Service Center, available for express delivery in case of emergencies.

MAJOR COMPONENT INVENTORY

You will maintain a supply of major components available for emergency replacement in your warehouse inventory. This inventory includes, but is not limited to, generator rotating elements, motor-rotating elements, brake magnets, solid-state components, selector tapes, and door operator motors. Major components will be in your warehouse inventory or available from facilities located throughout North America.

QUALITY CONTROL

You will perform an annual survey of the Units to verify that the Units conform to state requirements. You will periodically conduct field audits of your personnel to maintain quality standards. Your field engineers will provide technical assistance, technical information, and code consultation to support your maintenance organization.

RESPONSIVENESS

24-HOUR DISPATCHING

You will provide Allen County with 24-hour, year-round dispatching service. In the event a Unit malfunction occurs between regular examinations, your customer service representative will, at our request, dispatch an examiner to perform emergency minor adjustment callback service.

COMMUNICATION

CUSTOMER REPRESENTATIVE

You will assign a representative to our account who will periodically visit our building and will be available for consultation in any matter relating to the maintenance of the Units. Your representative will be available to discuss with us our elevator needs in the areas of modernization, traffic handling ability, recommendations and requirements of code authorities, proper use and care of the Units.

REPORTS

You will use a program to plan and record completion of maintenance procedures. You will, at our request, provide us with a copy of equipment improvements, repairs, tests, and service calls for the Units, which were received, by your dispatching center.

SAFETY AND ENVIRONMENT

SAFETY TESTS-TRACTION ELEVATORS

You will periodically examine safety devices and governors of the Units. You will conduct an annual no load test and perform at each fifth year a full load, full speed test of safety mechanisms, overspeed governors, and car and counterweight buffers. If required, the governor will be recalibrated and sealed for proper tripping speed, and elevator car balances will be checked.

SAFETY TESTS-HYDRAULIC ELEVATORS

You will conduct an annual no load test and annual pressure relief valve test.

SAFETY TESTS-ROPED HYDRAULIC ELEVATORS

You will periodically examine safety devices and governors of the Unit. You will conduct an annual no load test, annual pressure relief valve test, and perform at each fifth year a full load, full speed test of safety mechanisms, overspeed governors, and car buffers. If required, the governor will be recalibrated and sealed for proper tripping speed.

FIREFIGHTERS' SERVICE TEST

If the elevator Units provided with firefighters' service are required by code to be tested monthly, you assume responsibility for performing and keeping a record of such tests.

SAFETY TRAINING

You will instruct your personnel to use appropriate personal protection equipment and follow safe work practices.

ENVIRONMENTAL PROTECTION

Endeavors to reduce generation of waste materials, to minimize risks to the environment, customers, the general public and county employees, and to comply with all federal and state environmental laws and regulations. Material Safety Data Sheet (MSDS) Manuals will be available for review at our request.

SHARED RESPONSIBILITY

Allen County agree to provide you unrestricted ready and safe access to all areas of the building in which any part of the Units are located and to keep all machine rooms and pit areas free from water, stored materials, and debris. We agree to provide a safe work place for your personnel, and to remove and remediate any waste or hazardous materials in accordance with applicable laws and regulations. If any Unit is malfunctioning or is in a dangerous condition, Allen County agrees to immediately notify you. Until the problem is corrected, we agree to remove the Unit from service and take all necessary precautions to prevent access or use.

Allen County agrees to properly post, maintain, and preserve any and all instructions or warnings to passengers in connection with the use of any Units.

WORK SCHEDULE

NORMAL HOURS

All maintenance procedures and repairs will be performed during your regular working hours of your regular working days for the examiners who perform the service. All lamp and signal replacements will be performed during regular examinations.

OVERTIME

If overtime examinations, repairs or emergency minor adjustment callback services are later requested by Allen County we agree to be charged extra for the overtime bonus hours at your regular billing rates. There will be no extra charge for the straight time portion.

OWNERSHIP AND LICENSES

WIRING DIAGRAMS

During the term of this Contract, you will maintain original wiring diagrams of the Units. Current wiring diagrams reflecting all previously made changes for Units covered by this Contract will be provided by Allen County and will remain our property.

SERVICE EQUIPMENT

Any counters, meters, tools, remote monitoring devices or communication devices which you may use or install under this Contract remain your property, solely for the use of your employees. Such service equipment is not considered a part of the Units. Allen County grants you the right to store or install such service equipment in our building and to electrically connect it to the Units. We will restrict access to the service equipment to your authorized personnel. We agree to keep the software resident in the service equipment in confidence as a trade secret for you. We will not permit others to use, access, examine, copy, disclose or disassemble the service equipment or the software resident in the service equipment for any purpose whatsoever. If the service is terminated for any reason, you will be given access to our premises to remove the service equipment, including the resident software, at your expense.

SOFTWARE

If any part of the Units delivered or installed under this Agreement incorporates computer software, we agree that the transaction is not a sale of such software but a license to use such software solely for operating the Units for which such part was provided. We agree to keep such software in confidence as a trade secret for you.

THE UNITS

It is agreed that you do not assume possession or control of the Units, that such Units remain Allen County's.

Solely as owner and operator, lessee, or agent of the owner or lessee, and that we are solely responsible for all requirements imposed by any federal, state, or local law, codes, ordinance or regulation.

CLARIFICATIONS

This Contract does not cover car enclosures (including, but not limited to, wall panels, door panels, car gates, plenum chambers, hung ceilings, lighting, light diffusers, light tubes and bulbs, handrails, mirrors and floor coverings), rail alignment when affected by building compression or shifting, hoistway enclosures, hoistway gates, hoistway inserts and brackets, mainline disconnect switches, doors, door

frames, sills, swing door hinges and closing devices, below ground or unexposed hydraulic cylinders and plungers, buried or unexposed piping. Without affecting your obligation to provide service under this Contract, we agree to permit you to train your personnel on the Units. This Contract does not cover computer and microcomputer devices, such as terminal keyboards and display units, that are not exclusively dedicated to the elevator system. This Contract does not cover telephones, intercoms, heat sensors, smoke sensors, communications equipment, or safety signaling equipment not installed by you, or instructions or warnings in connection with use by passengers.

You will not be required: (1) to make any tests other than that as specifically set forth herein, (2) to make any replacements with any parts of a different design or type, (3) to make any changes in the existing design of the Units, (4) to alter, update, modernize or install new attachments to any Units, whether or not recommended by insurance companies or by governmental authorities, (5) to make repairs or replacements necessitated by failures detected during or due to testing of buried or unexposed hydraulic cylinders or piping and (6) to make any replacements, renewals, or repairs necessitated by any obsolete or discontinued part of the Unit(s) or by reason of any cause beyond your control (except ordinary wear and tear) including, but not limited to, fire, explosion, theft, floods, water, weather, earthquake, riot, civil commotion, war, vandalism, misuse, abuse, or acts of God.

Notwithstanding any other agreement or provision to the contrary, under no circumstances will you be liable for any indirect, special or consequential damages of any kind including, but not limited to, fines or penalties, loss of profits, loss of rents, loss of good will, loss of business opportunity, additional financing costs, or loss of use of any equipment or property, whether in contract, tort, warranty or otherwise.

SPECIAL PROVISIONS

If you provide a microprocessor system that continuously monitors the Unit(s) on a 24-hour per day, year-round basis Allen County will provide the telephone line to the elevator machine room at no cost to you. However this is not required as part of the maintenance Contract.

NONPERFORMANCE

We may by written notice to you, terminate the Contract if you materially fail to perform any of the substantive obligations under the Contract, and do not cure such failure within ninety (90) days after receipt of such written notice specifying in detail such failure.

BID FORM

The undersigned Bidder hereby offers to provide full service elevator maintenance for the various county buildings as outlined in the attached bid specifications as follows:

\$ _____ Total

\$ _____ 1st-year renewal

\$ _____ 2nd-year renewal

Bid Submitted by:

Name _____

Address _____

City _____ State _____ Zip _____

Phone # _____ Cell # _____

E-mail Address: _____

Signature _____

CERTIFICATION REQUIRED PURSUANT TO 3517.13

- CONTRACTS AWARDED TO INDIVIDUAL, PARTNERSHIP, OTHER UNINCORPORATED BUSINESS, ASSOCIATION (INCLUDING A PROFESSIONAL ASSOCIATION ORGANIZED UNDER CHAPTER 1785), ESTATE, OR TRUST MUST CONTAIN THE FOLLOWING CERTIFICATION:**

Any contract for goods or services costing more than ten thousand dollars must contain a certification by the contracting entity (vendor) that all of the following persons are in compliance with 3517.13(I)(1), limiting campaign contributions to the holder of the public office having the ultimate responsibility for the award of the contract:

- THE INDIVIDUAL
- EACH PARTNER OR OWNER OF THE PARTNERSHIP OR UNINCORPORATED BUSINESS
- EACH SHAREHOLDER OF THE ASSOCIATION
- EACH ADMINISTRATOR OF THE ESTATE
- EACH EXECUTOR OF THE ESTATE
- EACH TRUSTEE OF THE TRUST
- EACH SPOUSE OF ANY OF THE PRECEEDING PERSONS
- EACH CHILD SEVEN YEARS TO SEVENTEEN YEARS OF AGE OF ANY OF THE PRECEEDING PERSONS
- ANY COMBINATION OF THE PERSONS LISTED ABOVE

- CONTRACTS AWARDED TO A CORPORATION OR BUSINESS TRUST (EXCEPT A PROFESSIONAL ASSOCIATION ORGANIZED UNDER CHAPTER 1785) MUST CONTAIN THE FOLLOWING CERTIFICATION:**

Any contract for goods or services costing more than ten thousand dollars must contain a certification by the contracting entity (vendor) that all of the following persons are in compliance with 3517.13(J)(1), limiting campaign contributions to the holder of the public office having the ultimate responsibility for the award of the contract:

- EACH OWNER OF MORE THAN TWENTY PER CENT OF THE CORPORATION OR BUSINESS TRUST
- EACH SPOUSE OF AN OWNER OF MORE THAN TWENTY PER CENT OF THE CORPORATION OR BUSINESS TRUST
- EACH CHILD SEVEN YEARS TO SEVENTEEN YEARS OF AGE OF AN OWNER OF MORE THAN TWENTY PER CENT OF THE CORPORATION OR BUSINESS TRUST
- ANY COMBINATION OF THE PERSONS LISTED ABOVE

It is hereby certified that all of the persons listed above are in compliance with section 3517.13(I)(1) or 3517.13(J)(1) of the Ohio Revised Code.

PRINTED NAME

TITLE

SIGNATURE

DATE