

The Supreme Court of Ohio

REQUEST FOR PROPOSAL

ELEVATOR PREVENTATIVE MAINTENANCE & REPAIR SERVICES

RFP No. 282

ISSUING OFFICE: OFFICE OF BUILDING SERVICES / FACILITIES SECTION

Date of Issuance: July 17, 2025

As defined herein, the Supreme Court of Ohio, Facilities Section of the Office of Building Services, is seeking competitive proposals from qualified vendors for the preventative maintenance and repair services of the elevators in the Thomas J. Moyer Ohio Judicial Center.

Response Due Date and Time:

August 18, 2025, at 12:00 p.m. (EDT)

NOTICE

R.C. 9.24 prohibits the Supreme Court from awarding a contract to any offeror against whom the Auditor of State has issued a finding for recovery if the finding for recovery is unresolved at the time of award. By submitting a proposal, an offeror warrants that it is not now, and will not become subject to an unresolved finding for recovery under R.C. 9.24, prior to the award of any contract arising out of this Request for Qualifications, without notifying the Supreme Court of such finding.

1. Overview:

The Supreme Court of Ohio (“Court”), Office of Building Services, Facilities Section, through this Request for Proposal (“RFP”), is seeking competitive proposals for the preventative maintenance and repair services of the elevators in the Thomas J. Moyer Ohio Judicial Center (“TJMOJC”).

The awarded Contractor will be responsible for providing maintenance and repair of the elevators covered in accordance with the requirements of these specifications. The ongoing maintenance will include, but is not limited to, the elevator contract speed, capacity, performance, and periodic testing for each of the elevators maintained.

For the purpose of this RFP, “Respondent” means the entity or individual who submits a response in relation to this RFP, “Contractor” means the successful Respondent awarded the contract.

2. Information for Respondents:

2.1 Site Walkthrough:

A **mandatory** site walkthrough will be held on **July 29, 2025, at 1:00 p.m. EDT** to provide attendees with the opportunity to view all elevator banks, site conditions, control room, etc. The walkthrough will take approximately 2 hours. The Court reserves the right to find a Respondent’s proposal non-responsive if they were not represented at the site walkthrough.

2.1.1 Email Confirmation of Attendance at Site Walkthrough: Please send an email confirming your participation in the site walkthrough to Brent Flanik, Procurement Administrator: Brent.Flanik@sc.ohio.gov no later than **July 28, 2025, by 12:00 p.m.**

2.2 Questions and Clarifications Related to RFP:

All questions in relation to this RFP shall be submitted in writing to Brent Flanik, Procurement Administrator: Brent.Flanik@sc.ohio.gov no later than **August 4, 2025, by 12:00 p.m. EDT**. Oral inquiries and/or questions will not be accepted.

Questions received after this date and time will not be responded to or answered. An Addenda documenting the Court’s responses to all submitted questions will be posted in accordance with the schedule below at: <https://www.supremecourt.ohio.gov/courts/judicial-system/supreme-court-of-ohio/admin-offices/office-of-chief-financial-officer/procurement-opportunities/>

2.3 Proposal Response Submission:

Proposal responses to this RFP are to be received by the Court, via email, **no later than August 18, 2025, by 12:00 p.m. EDT**. All responses shall be sent directly to Brent Flanik, Procurement Administrator: Brent.Flanik@sc.ohio.gov. Proposals received after this date and time shall be considered late, and as a result, will not be considered for evaluation and award.

The Court is not responsible for late email submissions, and the Court reserves the right to reject any and all proposals. The preparation of this proposal shall be solely at the Respondent’s expense.

2.4 Schedule of Key Milestone Events:

Listed below are specific dates and times related to this RFP. Actions with specific dates and times shall be adhered to unless changed by the Court via an addendum.

It is the sole responsibility of the Respondent to ensure receipt of all documentation issued by the Court.

Schedule of Key Milestone Events (All times in EDT)

RFP Issuance	July 21, 2025
Mandatory Site Walkthrough	July 29, 2025 at 1:00 p.m.
Deadline for Submitting Questions	August 4, 2025 at 12:00 p.m.
Final Addendum to be Issued (If Applicable)	August 8, 2025
Proposal Responses Due	August 18, 2025 at 12:00 p.m.
Evaluation Complete (Estimated)	Early/Mid September
Award Bid / Executed Contract (Estimated)	Late September/Early October
Services to Begin	November 7, 2025

3. Communication with Court Personnel:

Respondent shall not meet or initiate Communication with Court staff during the RFP process, except as otherwise provided in this RFP, or with respect to current or ongoing work. The RFP process is considered to have begun on the date on which it is issued and is considered concluded on the date on which any resulting contract has been fully executed. Any attempts to meet and/or initiate contact during the RFP process, other than that expressly authorized by the RFP, may result in the disqualification of said Respondent.

4. Applicable Publications - Standards & Codes:

1. Ohio Revised Code, Title 41- Labor and Industry, Chapter 4105 - Elevators, and latest amendments thereof; and
2. Ohio Administrative Code, Chapter 1301:3-6 (Elevator Inspection) and 4101:5 (General Provisions), and latest amendments thereof.

5. Scope of Services:

The Court, through this RFP, is seeking competitive proposals for the preventative maintenance and repair services of the elevators in the Thomas J. Moyer Ohio Judicial Center. The selected Contractor will be responsible for the maintenance and repair of the elevators covered in accordance with the requirements of these specifications. The ongoing maintenance will include maintaining the elevator contract speed, capacity, and performance at all times for each of the elevators maintained.

5.1 Contractor(s) Responsibilities:

The awarded Contractor shall complete the following ongoing preventative maintenance and repair services for the elevators located in the Thomas J. Moyer Judicial Center. Unless otherwise specified, services for which the awarded Contractor shall be responsible include, but are not limited to, the following:

5.1.1 General Requirements:

1. Periodic tests are included in this contract for full load, static, etc. Five year (5 years) full load testing is also included as a portion of this Agreement. Compliance dates, scheduling, and performance of such tests are the responsibility of the Contractor. The Contractor will notify the Director of Building Services or their designee in writing prior to scheduled testing. * KPI: LEVEL 2 discount, per unit.
2. The Contractor shall maintain the original contract speed for each elevator car, in feet per minute, and the original performance time, which includes acceleration and retardation as designed and installed by the manufacturer. The Contractor shall perform the necessary adjustments as required to maintain the original door opening and closing time, within limits of applicable codes. * KPI: LEVEL 1 discount, per unit.
3. Signal and dispatching times shall be maintained in accordance with original manufacturer's specifications, including any new specifications used in the most recent Modernization project. * KPI: LEVEL 1 discount, per unit.
4. The Contractor shall maintain machine room hoist way and pit equipment in a neat, clean condition at all times. * KPI: LEVEL 1 discount, per unit.
5. The Contractor shall provide and use OSHA-approved barricades during any work exposed to the general public. * KPI: LEVEL 1 discount, per unit.
6. In the event that an elevator fails to operate, the Contractor shall restore that unit to service within 24 hours of notification by the Court. Failure to restore the unit to operation within 72 hours may result in in a LEVEL 2 discount.

No unit is to be out of service for more than five (5) calendar days. Units out of service over 5 days are subject to contract cancellation. For parts with lead times greater than three (3) days, the Contractor shall communicate and submit in writing to the Court's Director of Building Services or their designee the conditions for the

delay and what alternative measures were taken.

* NOTE: If changes are required or recommended, the Contractor shall communicate both positive and *negative* benefits to proposed changes in writing to the Court's Director of Building Services or their designee. The Contractor shall not make changes to any elevator speed, performance time, acceleration, retardation, door opening time and door closing time unless otherwise approved in writing and in advance by the Court's Director of Building Services or their designee.

5.1.2 Scheduled Maintenance:

1. The Contractor shall maintain an Elevator Maintenance Record for each unit in accordance with ASME A 17.1 of the National Elevator Code adopted by Ohio. * KPI: LEVEL 3 discount, per unit.
2. The Contractor shall maintain a Check Chart for each different type of elevator system. The Check Chart is to indicate the preventive maintenance, routine, and periodic inspections (including all required by the State of Ohio) to be performed, and the frequency of those tasks. * KPI: LEVEL 1 discount, per unit.
3. The Contractor shall, at their own expense, install a new Check Chart in every Machine Room for each elevator included in the contract. Space will be provided on the Check Charts in which the Contractor's servicing mechanics can indicate the date on which each item is serviced.
 - a) During the Contract period, the Check Charts will be submitted to the Court's Director of Building Services or their designee by the fifth (5th) day of the following month.
 - b) At the time of each visit, the Contractor's personnel shall sign-in and sign-out with the Facilities Section during normal business hours and with the Security during non-business hours.
 - c) In addition, the Contractor's personnel shall leave a copy of the work ticket before leaving the Facility with the Facilities Section that describes in detail the original reported deficiency, the cause of the deficiency, the repair or maintenance performed and any recommendations if applicable. A follow-up email summarizing the service call ("Service Call Summary") and repair work performed shall be emailed to the Director of Building Services or their designee the same day as service call. * KPI: LEVEL 1 discount, per unit.
4. Routine maintenance examinations shall be performed at a frequency of not less than semi-monthly for gearless equipment, and not less than monthly for geared and hydraulic equipment. During these examinations, the components listed in the Check Chart are to be inspected and necessary work shall be performed relative to cleaning, lubrication, and adjustment of the equipment. If Check Charts are not maintained and

updated, the Court will assume the work has not been completed, and it shall be the responsibility of the Contractor to ensure that all maintenance is completed in compliance with this scope of work. The components shall be checked in accordance with the schedule shown in the Check Chart. * KPI: LEVEL 1 discount, per unit.

5. Contractor shall not perform any non-contract maintenance/repair without prior approval from the Court's Director of Building Services or their designee. If non-contract maintenance/repair is required, the Contractor shall submit to the Court's Director of Building Services or their designee for prior approval, a written, detailed estimate of the Contractor's costs to perform said maintenance/repair. If the Contractor performs non-contract maintenance or repair without prior approval from the facility, that maintenance/repair shall be at the Contractor's expense.
 - a) If any part or component of the equipment is no longer available from the original equipment manufacturer, or is no longer available from an aftermarket source, after reasonable efforts by the Contractor to locate same, then that part or component shall be considered "obsolete" or "out of market." Available components include re-built or refurbished.
 - b) Should the Contractor utilize a rebuilt or refurbished component or part, the contractor shall not be responsible for further repairs on that specific component should the refurbished part fail.
 - c) The Court reserves the right to research components that the Contractor claims to be obsolete or out of market.
6. Normal business hours are defined as Monday thru Friday, 7:00 a.m. to 6:00 p.m., excluding the following Supreme Court of Ohio Observed Holidays:

New Year's Day
Martin Luther King Jr. Day
President's Day
Memorial Day
Juneteenth Day
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Friday after Thanksgiving
Christmas Day
7. Non-business hours are defined as Monday to Friday, 6:01 p.m. to 6:59 a.m., and including holidays and weekends.

8. The Contractor shall provide 24-hour per day service calls. The Contractor shall have adequate personnel available to provide the emergency service 24 hours per day, 365 days per year. * KPI: LEVEL 3, per occurrence.
9. In cases of entrapment for any reason during normal business hours, at the request of a facility authorized representative of the Court, the Contractor shall provide a technician to respond on site within 15 minutes (preferred) and 30 minutes (maximum). If the Contractor is not able to respond within 30 minutes, the Contractor shall contact the Courts authorized representative by telephone and advise of their estimated time of arrival and provide telephone support as required. The Contractor shall ensure a technician is on site no later than 40 minutes from the original time of notification for purposes of this contract. * KPI: LEVEL 3, per occurrence.
10. In cases of equipment failure/malfunction or emergency situations causing disruption to the normal elevator operation during normal business hours in which entrapment is not a consideration, the Contractor shall provide a technician on site within 2 hours of being notified by a facility-authorized representative. * KPI: LEVEL 3, per occurrence.
11. In cases of entrapment for any reason during non-business hours, the Contractor shall provide a technician to respond on site within 60 minutes to the request of an Court-authorized representative by telephone or otherwise. If the Contractor is not able to respond within 60 minutes, the Contractor shall contact the Court-authorized representative by telephone and advise of their estimated time of arrival and provide telephone support as required. The Contractor shall ensure a technician is on site no later than 60 minutes from the original time of notification for purposes of this contract. * KPI: LEVEL 3, per occurrence.
12. The Contractor shall provide all service call services at no cost to the Court in cases of equipment related failures, including but not limited to:
 - a) Entrapment for any reason;
 - b) More than one elevator in a group is "out of service";
 - c) The "group dispatching" malfunctions;
 - d) A life/safety problem is suspected;
 - e) Electrical or mechanical malfunctions due to normal wear and use.

13. Service calls required to correct vandalism or misuse of equipment shall be charged to the Court. Service calls for electrical or mechanical malfunctions due to normal wear and use during times other than regular working hours shall be charged extra to the Court for the *overtime* premium portion only of the hours worked.

Overtime work shall be approved by the Court's Director of Building Services or their designee. Removal of an elevator from service shall be coordinated with the Court's Director of Building Services or their designee. The Contractor shall provide these rates in **Appendix D / Work Rates for Additional Service and Maintenance**

14. The Contractor will regularly and systematically examine, inspect, and test elevators as required. Preventive maintenance shall include all routine and periodic inspections and tests as indicated in the ASME/ANSI A17.1 Safety Code. The Contractor shall maintain proper and safe operating conditions and shall furnish lubricants and materials as required. Compliance dates, scheduling and performing such tests are the responsibility of the Contractor. * KPI: LEVEL 2 discount, for each unit that is out of testing compliance.
15. Maintenance shall include cleaning of machines, controllers, selectors, motor generator sets, machine rooms, hoist ways, pits, and car tops; oiling, greasing, adjusting, repairing, and replacing parts as conditions require before the factor of safety has been dangerously reduced on any part of the entire elevator equipment, but not limited to: machine, motor, generator, and controller parts, including worm gears, thrusts, bearings, brake magnet coils or brake motors, brake shoes, brushes, commutators, rotating elements, contacts, coils resistance for operating and motor Index circuits, magnet frames, winding engines, signal system and light bulbs for signals; electric and mechanical appliances, hatchway rails, guides, guide shoes, traveling equipment, safety appliances, wire ropes, door equipment, pumps, pump motors, operating valves, valve motors, leveling valves, cylinder head, plunger exposed surfaces, plunger gland, and packing, exposed piping, fittings, flexible pipe connections, operating control, check and relief valves, disposal of all oils, grease, rags (and like materials), gauges, storage, discharge, pressure and vacuum tanks necessary to maintain the elevators in proper operating condition, as per the latest edition of the ASME/ANSI A.17 and the State's guidelines for the specific safety requirements covering the construction and operation of elevators, dumbwaiters, man lifts, and their hoist ways. * KPI: LEVEL 1, per unit.
16. The Contractor, where applicable, shall maintain the original contract speed in feet per minute, the original performance time, including acceleration and retardation as designed and installed by the manufacturer, and shall perform the necessary adjustments as required to maintain the original door opening and closing time, within limits of applicable codes. * KPI: LEVEL 1 discount, per unit that is out of specification.

* NOTE: If changes are required or recommended, the Contractor shall communicate both positive and negative benefits to proposed changes in writing to

the Court's Director of Building Services or their designee. The Contractor shall not make changes to any elevator speed, performance time, acceleration, retardation, door opening time and door closing time unless otherwise approved in advance by the Court's Director of Building Services or their designee.

17. The Contractor, where applicable, shall check Group Supervisory and Controlling Systems and make necessary tests to ensure that all circuits and time settings are properly adjusted, and that the system performs as designed and installed by the original manufacturer. As such, the Contractor is required to maintain all applicable software applications allowing for the performance of these services for each manufacturer's elevator. * KPI: LEVEL 1, per unit that is out of specification.
18. The Contractor shall be required to conduct, at the request of the facility, annual Esterline Recording Meter Tests, and/or periodic Traffic Tests to ensure that performance levels are constantly sustained. Failing to do so and/or to submit documentation satisfactorily to the Court shall be considered as a breach of contract and subject the agreement to immediate termination.
19. The Contractor shall examine periodically all safety devices and governors and conduct customary annual no load tests. Additionally, the Contractor shall perform the five year (5 year) full load test, full speed test of safety mechanism, overhead speed governors, as well as car and counterweight buffers. The car balance shall be checked, and the governor set. If required, the governor shall be sealed for proper tripping speed. The Contractor shall make pressure relief test and static test on hydraulic elevators per ASME/ANSI A17.1 Safety Code. * KPI: LEVEL 3, per unit.
20. The Contractor shall maintain the entire elevator plant as herein described, and shall employ all reasonable care to see that the elevator equipment is maintained in proper and safe operating condition. * KPI: LEVEL 3, per unit / area.
21. All planned inspection and/or maintenance service work under these specifications shall be performed between the hours of 7:00 a.m. & 11:59 p.m., Monday through Friday.

If scheduled work shall be done on weekends or holidays, it shall be coordinated with the Court's Director of Building Services or their designee in advance. Deviation from the above for the Contractor's convenience may be permitted, however, it will be at no additional expense to the facility.

22. All replacement parts shall be specifically designed for the elevator on which they are to be used. The Contractor shall utilize all replacement parts from the original equipment manufacturer (OEM) of the elevator system, or from suppliers that can provide such parts. If non-OEM parts are used, such parts shall be equal to or better than OEM parts and shall be completely compatible with the existing system in function and performance. The use of non-OEM parts shall be noted on the "Service Call Summary" report emailed to the Court's Director of Building Services or their designee the same day as service call.
23. For work performed outside of the scope of the PMA, the Contractor shall be paid at a

cost plus a pre-determined percentage mark-up. The Contractor shall indicate their percentage mark-up in **Appendix E / Percentage Mark-Up on Required Replacement Parts & Components.**

24. The Contractor shall own and have available at all times (in stock or in warehouse for immediate delivery and installation) a sufficient supply of emergency spare parts for the repair of each elevator.
25. The Contractor shall maintain and have accessible within 24-hours the following elevator replacement parts:
 - a) Two replacement solid state “door boards;”
 - b) Two complete sets of car roller guides;
 - c) Two complete door lock assemblies;
 - d) Two complete sets of car and hoist-way door rollers;
 - e) Two complete sets of door gibes;
 - f) Two door detectors;
 - g) Four hoist-way door spring closing devices;
 - h) Four hall buttons;
 - i) Four car buttons;
 - j) Twelve (12) LED hall and car call lamps;
 - k) One hydraulic packing for each hydraulic elevator;
 - l) Two (2) sets of pump/motor belts for pump to motor on hydraulic elevator;
 - m) One (1) door operator motor of each design;
 - n) Six (6) car door hanger roller assemblies;
 - o) Sixteen (16) motor brushes of each type for each traction elevator;
 - p) Two (2) Sets of printed circuit drive controller boards.
26. The Contractor shall also be equipped with special testing meters, instruments, and tools to facilitate prompt diagnosis, correction and repair or replacement without undue delay. These tools and instruments shall include, but are not limited to, the following:
 - a) Turning tools capable of turning any of the hoisting machine commutators of the job site;
 - b) Machine tools capable of turning main motor drive sheave grooves on machines;
 - c) Oscilloscopes with associated circuitry to test main motor positive acceleration and retardation.

27. The Contractor shall keep the elevators and all related equipment in an equivalent to new operating condition and shall maintain the same performance, efficiency and safety as specified upon completion by the original manufacturer. The facility shall reserve the right, from time to time, to employ others to test the condition, speed, and safety of the elevators as it may deem advisable. If it is found that the elevators are not up to standards as covered in this Contract guarantee, the facility may immediately demand that the elevators be placed in this condition, and, if not performed within reasonable length of time, the facility may enter into an agreement with others to perform such work and deduct the total cost from the Contractor's monthly charges for the maintenance performed.
28. Court will track elevator availability (in service time) on a monthly basis. Availability is to be greater than 90% on a per unit basis and 95% on a building basis.
29. The Contractor shall maintain good housekeeping conditions in the machine rooms at all times and clean hoist way and all related equipment at least once each year.
30. The Contractor shall be responsible for repairing and/or replacing of all electrical wiring and conductors extending to the elevator system from circuit breakers, main line switches in machine rooms and outlets in the hoist ways.
31. The Contractor is to assume no responsibility for the following items, which are not included under this Contract: hoist-way door hinges, panels, frames, gates and sills, cabs, sump pumps, subflooring, floor coverings, cab doors, gates and removable cab panels, cab mirrors and handrails, power switches, fuses and feeders to controllers, light fixtures and lamps, cover plates for signal fixtures and operating stations, smoke detectors, cleaning of cab interiors, exposed sills and exposed surfaces, casings and cylinders, all underground hydraulic piping, emergency power generators, telephones, intercom or music systems, and air conditioners or heaters.
32. The Contractor shall maintain the Man-D-Tec Air Sanitizer (Model: MVS-UVHC) units with optional COP remote mounted UVC status indicators installed on the 10 passenger elevators. The units have dual UVC Germicidal sources and dual HEPA filtration. Maintenance shall include both the labor and material cost to replace the filters and UV-C light during elevator maintenance visits. Each unit contains the following filters and lamps:
 - a) Two (2) HEPA filters with a MERV17 rating (the replacement rate depends on elevator shaft environment).
 - b) Two (2) UV-C lamps with a 9000-hour rating (the indicators will advise replacement needs).

5.1.3 Key Performance Indicators (“KPI”):

The Court will utilize key, performance indicators, as outlined in this contract, to evaluate Contractor performance and adherence to the specifications of the contract. At the discretion of the Director of Building Services or their designee, the Court may assess discounts to preventative maintenance or repair invoices when KPI standards are not met.

1. The Director of Building Services or their designee shall provide documentation to support such discounts. If a KPI standard has not been met, discounts may be applied per elevator, per occurrence, or on a per day basis. Discounts will be based on the schedule noted below:

a) LEVEL 1	\$250.00
b) LEVEL 2	\$500.00
c) LEVEL 3	\$1,000.00

2. The Court will utilize the Ohio Department of Commerce, Division of Industrial Compliance, Elevator Inspection reports as documentation of the performance and adherence of the Contractor to the contract specifications and code requirements. Two (2) consecutive repeat violations on the same elevator will result in a LEVEL 2 discount.

Violations on the inspection reports which are the responsibility of the Court will not subject the Contractor to discounts.

3. The Court will periodically contract with an independent, third-party consultant to assess all building elevators against the contract specifications. Determinations by the consultant indicating any KPI standards have not been met by the Contractor, may be subject to discount. If the Contractor believes the consultant has erred in their findings, the Contractor may submit documentation to the Court's Director of Building Services or their designee indicating why they believe the KPI standard has been met. Upon review of the documentation, the Court's Director of Building Services or their designee shall make a judgment as to the validity of the assessment finding and any subsequent to discount.

5.1.4 Contractor Supplied Reports:

All Contractor supplied reports are to be provided to the Court's Director of Building Services or their designee on a monthly basis via email.

1. Reports are to include Mean Time between Callbacks on a per unit and full building basis.
2. The Preventative Maintenance report shall include the preventative maintenance services and safety tests performed on each unit. The report is to include any deficiencies found while performing preventative maintenance tasks or safety tests.
3. All reports need to include information on upcoming inspections or tests that are to be performed in the following month.

5.2 Court Provided Materials and Responsibilities:

5.2.1 Records To Be Supplied By the Facility:

Contractor may obtain any available facility drawings from the Director of Building Services or their designee upon signed receipt for use, and such drawings shall be maintained on the Court's premises. Applicable changes shall be noted on drawings and the drawings shall be maintained and updated at all times. On termination or expiration of the contract, all drawings shall be returned to the Director of Building Services or their designee.

5.2.2 Elevators to be Serviced:

State ID	Internal ID	Manufacturer	Power Type	Purpose	Duty	Levels Served
4736	1	Kone	Gearless Traction	Passenger	3000	B-11
4737	2	Kone	Gearless Traction	Passenger	3000	B-11
4738	3	Kone	Gearless Traction	Passenger	3000	B-11
4739	4	Kone	Gearless Traction	Passenger	3000	B-11
4745	5	Kone	Gearless Traction	Passenger	3000	B-11
4740	6	Kone	Gearless Traction	Passenger	3000	B-11
4741	7	Kone	Gearless Traction	Passenger	3000	B-11
45662	8	Kone	Geared Traction	Passenger	3000	B-15
4744	9	Kone	Geared Traction	Freight	5600	B-13
45672	10	Kone	Hydraulic	Passenger	3500	B&1
45574	11	Otis	Hydraulic	Passenger	3500	G&1
45575	12	Otis	Hydraulic	Passenger	2500	B&G

6. Compensation:

6.1 Cost Proposal Worksheets:

Respondents shall complete the attached proposal worksheets to identify proposed costs as requested below:

Appendix C: Fee Schedule – Quarterly Billing Cost for Preventative Maintenance Agreement

Appendix D: Work Rates for Additional Service & Maintenance

Appendix E: Percentage Mark-Up on Required Replacement Parts & Components

Alternate forms or documentation will not be accepted.

7. Proposal Response and Evaluation Criteria:

7.1 Proposal Response - Format and Content:

Proposal responses shall be formatted and submitted in a single PDF format. It is the responsibility of the Respondent to ensure that sufficient documentation has been included to satisfy the requirements specified within the proposal response. Failure to meet any of these submission requirements may result in the proposal being found non-responsive.

7.2 Executive Summary – Information to be Included:

Respondents shall provide an executive summary detailing your understanding of the services being requested, as detailed below. Respondents shall include the following in their proposals:

1. **Cover Letter:** A cover letter that includes the legal name, title, and address of the individual(s) involved in the preparation of the response.

If inquiries relating to the bid proposal response need to be directed to someone other than the specified individual, please provide the name and email address of the person to whom inquiries about the proposal should be directed. In addition, all respondents shall complete and include the attached **Appendix A / Letter of Transmittal**

2. **Employee Information:** In regard to the respondent's company, provide a list of the following employee information as it pertains to the local branch office (i.e.: Columbus, Gahanna, etc.), and identify how long each person has held their current position:

- a) Local General Manager;
- b) Account Representative;
- c) Maintenance Superintendent;
- d) Modernization Superintendent;
- e) New Equipment Superintendent.

3. **Number of Employees:** In regard to the local branch office, provide a list of the number of employees currently in the following positions:
- f) Maintenance Mechanics;
 - g) Modernization Mechanics;
 - h) New Equipment Mechanics;
 - i) Helpers.
4. **References:** Respondents shall complete the attached **Appendix B / List of References** to provide a minimum of three (3) current references from entities in which similar services comparable in scope and size (i.e.: quantity of elevators in use, size of building, number of occupants in building, equipment, etc.) have been completed by the Respondent within the last five (5) years. References shall include the name of the entity, services completed, dates in which services were completed, and the name and contact information of the person with whom the Court may verify the reference.

The Court and any current Court staff may not serve as a reference.

7.3 Subcontractors:

As a portion of their proposal response, Respondents shall identify any subcontractors that they intend to utilize and elaborate on what will be their specific purpose. All subcontractors shall work at the sole expense of the Respondent, and the Respondent shall be solely responsible for ensuring proper payment to the subcontractors. The Respondent shall assume responsibility for all work performed by subcontractors and ensure that all subcontractors comply with all contractual terms and conditions and policies of the Court.

Proposed subcontractors shall also be considered and reviewed as a portion of the evaluation criteria. The Court reserves the right to review information regarding all proposed subcontractors and reject any identified before a contract is awarded.

7.4 Evaluation Criteria:

All bid proposal responses received by the Court shall be reviewed and evaluated by a team of representatives (“Evaluation Committee”) identified by the Court. The Court may accept or reject any and all proposals, in whole or in part, or waive minor defects in a proposal, if no prejudice results to the rights of another Respondent or to the public. Non-responsive proposals will not be considered. Non-responsive proposals are defined as those that do not meet, and/or are not compliant with, the requirements as specified in the RFP.

Responsive bid proposals shall be evaluated in accordance with the proposal response criteria specified in Section 7, along with any requested supporting documentation, as well as prior conduct and performance, as applicable. The corresponding weights assigned to each of the categories has been listed below:

Category	Percentage
Experience Including References	35%
Employee Information	25%
Price Proposal	40%

Following the evaluation of the bid responses, including any clarifications, and/or best and final offers, the Court shall proceed in recommending a contract award be made to the Respondent that has been determined to provide the best overall solution to the Court. In the event that the Court and the selected Respondent are unable to reach an agreement in a timely manner, the Court reserves the right to terminate negotiations with said Respondent and to enter into negotiations with an alternate Respondent.

8. Contract Term:

The anticipated term of the resulting contract shall be for a period of two (2) years from November 7, 2025, through November 6, 2027. The Court reserves the right to extend this agreement for two (2) additional one (1) year terms.

9. Minimum Scope and Limit of Insurance:

Before contract execution, and throughout the life of the contract, the Contractor shall maintain adequate and associated insurance typical to the industry, attached as **Appendix G**. At a minimum, the policy shall include general-liability coverage that covers theft by employees. Confirmation of such insurance shall be provided to the Court upon request.

10. Proposal Clarification:

The Court may contact any Respondent who submitted a bid proposal response in order to clarify uncertainties or eliminate confusion concerning the contents of their submitted proposal. Respondents, however, will not be able to modify their proposal as a result of any such clarification request.

11. Reference Verification:

The Court reserves full discretion to determine the competence and capabilities of any Respondent who submitted a proposal response. The Court may contact any customer of the proposed Respondent, whether or not included in the submitted reference list, and use such information in the evaluation process.

12. Best and Final Offer:

The evaluation process may, at the Court's discretion, include a request for selected Respondents to prepare a Best and Final Offer ("BAFO"). A prospective Respondent's participation in the BAFO process shall not be construed as award of a contract nor guarantee that a contract will be awarded.

13. Contract Award:

Following the evaluation process, including any clarifications, reference inquiries / verifications, completed interviews, and BAFOs, the Court shall proceed in recommending a contract award be made to the Respondent that have been determined to provide the best overall solution to the need as identified herein, at the best overall value to the Court.

In the event that the Court and the selected Respondent are unable to reach an agreement in a timely manner, the Court reserves the right to terminate negotiations with the Respondent. In such an event, the Court reserves the right to enter into negotiations with an alternate Respondent.

13. Independent Contractor:

All Respondents shall acknowledge and agree with the Court that services performed under this contract are being performed as an independent contractor, and not as a public employee, pursuant to R.C. 145.01 et. seq. The Respondent shall be required to complete and sign the Ohio Public Employees Retirement System form PEDACKN and return it to the Court before payment will be made for any services.

14. General Terms and Conditions:

1. The Court assumes no responsibility for costs incurred by any Respondent prior to the award of any contract resulting from this RFP.
2. All proposed offers submitted to the Court are firm and shall remain in effect for 180 days from the proposal due date. Respondents are well-advised to check their proposal carefully before submitting. Errors cannot be corrected after the proposals are opened. It shall be a condition of any award that the selected Respondent shall deliver all product and services at the fee or cost quoted, even if in error.
3. A proposal response, upon acceptance by the Court, immediately creates a binding contract between Respondent and the Court. Except as otherwise provided in this RFP, once accepted, it may not be rescinded, canceled, or modified by Respondent unless mutually agreed in writing by the parties.
4. All responsive proposals shall be evaluated by the Court, which may accept or reject any or all proposals, in whole or in part. Also, the Court may waive minor defects in a proposal, if no prejudice results to the rights of another Respondent or to the public.

5. At the sole discretion of the Court, the RFP may be cancelled or reissued in whole or in part, or a contract may not be awarded, if any of the following apply:
 - a) The goods or services offered are not in compliance with the requirements, specifications, or terms and conditions set forth in the request for proposals;
 - b) The price offered is considered excessive in comparison with existing market conditions, in comparison with the goods or services to be received, or in relation to available funds;
 - c) It is determined that the award of a contract would not be in the best interest of the Court.
6. The Court requires Respondents wishing to do business with the Court to provide their Federal Taxpayer Identification Number.
7. The Court is exempt from taxation. Federal transportation and excise taxes, as well as state excise taxes shall not be included in the proposal pricing. Excise tax exception certificates will be furnished upon request.
8. Respondent warrants that it is not subject to an unresolved finding for recovery under R.C. 9.24. If the warranty is false on the date the parties sign a contract awarding Respondent's submittal, the contract is void *ab initio*, and Respondent shall immediately repay to the Court any funds paid under the contract.
9. The Court may, at any time prior to the completion of the contract by Contractor, suspend or terminate the contract with or without cause by giving written notice to Contractor. Upon receipt of written notice to Contractor to suspend or terminate, Contractor shall immediately cease work on the suspended or terminated activities and take all necessary steps to minimize costs; and if requested by the Court, Contractor must furnish a report describing the status of services. Contractor shall be paid for all completed work rendered up to the date Contractor received notice provided Contractor has supported such payment with detailed factual data containing hours worked and product/services performed.
10. Any contract resulting from this RFP is binding on the successful Respondent. Contractor's failure to meet or perform any of the contract terms or conditions shall permit the Court to rescind or cancel the contract and purchase replacement articles or services of comparable grade in the open market. Contractor shall reimburse costs and expenses in excess of the contract price necessitated by such replacement purchases to the Court.
11. At the date deliverables are due as specified in the contract resulting from this RFP, or in the event the contract is suspended or terminated prior to its completion, Contractor, upon payment as specified, shall deliver to the Court all work products which have been prepared by Contractor in the course of providing services under this contract. All such materials shall become and remain the property of the Court, to be used in such manner and for such purpose as the Court may choose. Upon termination of the contract

by either party, all property belonging to the Court and in the possession of Contractor shall be returned to the Court prior to final payment to Contractor.

12. The Court hereby advises all Respondents that all documents submitted in response to this RFP, including those documents that purportedly contain trade secret information, will become public records. The Court will allow the public, including other Respondents, to inspect and obtain copies of these documents in accordance with the applicable public records law after the Request for Proposal deadline expires unless: 1) in its response to this Request for Proposal, Respondent clearly identifies the document or document excerpt that Respondent believes is not a public record; 2) in its response to this Request for Proposal Respondent identifies the provisions that exempt the document or document excerpt from the public records provisions; and 3) Court staff determine that the document or document excerpt is not a public record. In weighing whether a Respondent's proposal contains trade secret information that may be protected from disclosure, Supreme Court staff may consider the definition of "trade secret" in R.C. 1333.61(D) and the factors described in *State ex rel. The Plain Dealer v. Ohio Dept. of Ins.* (1997), 80 Ohio St.3d 513.
13. Respondent agrees to adhere to the requirements of Ohio Ethics Laws, Chapter 102 and R.C. 2921.42 and 2921.43. Respondent represents, warrants and certifies that it and its employees engaged in the administration or performance of any contract resulting from this RFP are knowledgeable of and understand the Ohio ethics and conflict of interest laws. Respondent further represents, warrants, and certifies that neither Contractor nor any of its employees will do any act that is inconsistent with such laws.
14. Respondent represents and warrants that it is not debarred from consideration for contract awards by any governmental agency.

15. Supreme Court of Ohio - Administrative Policies (Appendix F):

1. Administrative Policy 5 - Equal Employment Opportunity Policy:

The Court is an equal opportunity employer. Persons conducting or seeking to conduct business with the Supreme Court are subject to Adm. P. 5 (Equal Employment Opportunity), a copy of which is attached.

2. Administrative Policy 22 – Alcohol and Drug Free Workplace:

The Court intends to provide an alcohol and drug free workplace. Persons conducting or seeking to conduct business with the Supreme Court are subject to Adm. P. 22 (Alcohol and Drug Free Workplace), a copy of which is attached.

3. Administrative Policy 23 – Weapons and Violence Free Workplace:

The Court intends to provide a weapons and violence free workplace. Persons conducting or seeking to conduct business with the Supreme Court are subject to Adm. P. 23 (Weapons and Violence Free Workplace), a copy of which is attached.

4. Administrative Policy 24 – Discrimination and Harassment:

The Court intends to provide a discrimination and harassment free workplace. Persons conducting or seeking to conduct business with the Supreme Court are subject to Adm. P. 24 (Discrimination and Harassment), a copy of which is attached.

16. Appendices:

Appendix A: Letter of Transmittal

Appendix B: List of References

Appendix C: Fee Schedule – Quarterly Billing Cost for Preventative Maintenance Agreement

Appendix D: Work Rates for Additional Service & Maintenance

Appendix E: Percentage Mark-Up on Required Replacement Parts & Components

Appendix F: Supreme Court of Ohio - Administrative Policies

Appendix G: Supreme Court of Ohio – Liability & Insurance

Appendix A

Letter of Transmittal

**The Supreme Court of Ohio
RFP #282
Elevator Preventative Maintenance & Repair Services
July 2025**

The Respondent's name and address exactly as it would appear in a contract:

Entity Name: _____

Street Address: _____

City, State, ZIP Code: _____

Respondent's Phone Number: _____

Respondent's E-mail Address: _____

Form of Ownership:	Sole Proprietorship	Franchise	Partnership
	Corporation	Joint Venture	LLC
	Other (Please Specify): _____		

Owner(s) of Entity, if private: _____

If a corporation, state of incorporation: _____

Federal Identification Number: _____

State of Ohio Supplier ID Number (if registered): _____

SIGNATURE: _____

PRINTED NAME AND TITLE: _____

By signing this page, you state that you are an authorized representative and have read, reviewed, and are submitting this proposal for consideration on behalf of your business entity.

Appendix B

References

Supreme Court of Ohio

RFP # 282

Elevator Preventative Maintenance & Repair Services

July 2025

List Company names, addresses, and contact information for at least three references presently or previously served. The Supreme Court of Ohio may **not** be used as a reference. Additional documentation such as letters of recommendation can be optionally attached.

Company Name: _____

Address: _____

Primary Contact: _____

Telephone Number: _____

Email Address: _____

Dates Served (Month & Year): From: _____ To: _____

Company Name: _____

Address: _____

Primary Contact: _____

Telephone Number: _____

Email Address: _____

Dates Served (Month & Year): From: _____ To: _____

Company Name: _____

Address: _____

Primary Contact: _____

Telephone Number: _____

Email Address: _____

Dates Served (Month & Year): From: _____ To: _____

Appendix C

Fee Schedule

Supreme Court of Ohio
RFP #282
Elevator Preventative Maintenance & Repair Services
July 2025

FEE SCHEDULE - QUARTERLY BILLING COST FOR PREVENTATIVE MAINTENANCE AGREEMENT

The Contractor shall provide below the Quarterly Billing Cost for all traction and hydraulic elevators covered under the scope of the Preventative Maintenance Agreement (“PMA”):

QUARTERLY BILLING COST, YEAR 1:	
QUARTERLY BILLING COST, YEAR 2:	

Appendix D

Work Rates for Additional Service & Maintenance

Supreme Court of Ohio
RFP #282
Elevator Preventative Maintenance & Repair Services
July 2025

Service calls required to correct vandalism or misuse of equipment shall be charged to the Court. Service calls for electrical or mechanical malfunctions due to normal wear and use during times other than regular working hours shall be charged extra to the Court for the *overtime* premium portion only of the hours worked.

Overtime work must be approved by the Court's Director of Building Services or their designee. Removal of an elevator from service shall be coordinated with the Court's Director of Building Services or their designee. The Contractor shall provide these work rates below:

Premium Time: The rate for Premium Time will be the difference between Straight Time and Overtime or Double Time less fringe benefits:

Straight Time: (x)

Mechanical Hourly Billing Rate: _____

Helper Hourly Billing Rate: _____

Team Hourly Billing Rate: _____

Normal Overtime: (x 1.7 – less fringe benefits)

Mechanical Hourly Billing Rate: _____

Helper Hourly Billing Rate: _____

Team Hourly Billing Rate: _____

Double Overtime: (x 2 – less fringe benefits)

Mechanical Hourly Billing Rate: _____

Helper Hourly Billing Rate: _____

Team Hourly Billing Rate: _____

Appendix E

Percentage Mark-Up

Supreme Court of Ohio

RFP #282

Elevator Preventative Maintenance & Repair Services

July 2025

PERCENTAGE MARK-UP ON REQUIRED REPLACEMENT PARTS & COMPONENTS

The Court is responsible for required replacement parts for service outside of the Preventative Maintenance Agreement (“PMA”). All replacement parts and components utilized by the Contractor during a repair service shall be paid at a Cost Plus a Pre- Determined Percentage Mark-up.

PLEASE INDICATE BELOW THE PERCENTAGE MARK-UP FOR REQUIRED REPLACEMENT PARTS AND COMPONENTS FOR SERVICE OUTSIDE OF THE PMA:

PERCENTAGE MARK-UP:	
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APPENDIX F
Supreme Court of Ohio
RFP #282
Elevator Preventative Maintenance & Repair Services
July 2025

Administrative Policy 5. Equal Employment Opportunity.

This policy is intended to establish consistent standards and expectations regarding the application of all applicable federal and state laws, rules, and regulations prohibiting discrimination in the workplace to every employee and applicant for a position of employment with the Supreme Court.

(A) Equal Employment Opportunity. The Court is committed to equal employment opportunity for all qualified individuals without regard to race, color, religion, gender, sexual orientation, national origin, ancestry, age, citizenship, marital status, veteran's status, or non-disqualifying disability and shall engage in employment practices and decisions, including recruitment, hiring, working conditions, compensation, training, promotions, transfers, retention of employment, and other terms, benefits, and privileges of employment that are based upon job-related criteria and qualifications.

(B) Equal Employment Opportunity Plan. The Administrative Director and the Director of Human Resources shall prepare and annually review an equal employment opportunity plan to assure the employment practices and decisions of the Court are consistent with the objectives and requirements of this policy.

(C) Distributions and Postings. Each position description created for a position of employment with the Court pursuant to Adm. P. 15 (Position Management), each position vacancy announcement circulated pursuant to Adm. P. 6 (Employment Process), all requests for proposals, and any other solicitations for employment with or to provide goods and services to the Court shall reference this policy and that the Court is an equal opportunity employer.

(D) Application of Policy. This policy applies to current employees and applicants for positions of employment with the Court.

Effective Date: July 1, 2003
Amended: September 1, 2007

Administrative Policy 22. Alcohol and Drug Free Workplace.

This policy is intended to establish consistent standards and expectations for the development, promotion, and maintenance of a workplace at the Supreme Court that is free from the influence of alcohol and drugs.

(A) Alcohol. The purchase, service, and use of alcohol involve health and safety issues for an employee; and liability risks and public perception concerns for the Court. The Court's policy on alcohol depends on the location and circumstances of an event and the work status of the employee.

(1) Location and circumstances. Generally, alcohol shall not be served or used at a Court sponsored event or at the workplace. In limited circumstances, the Court may allow the service and use of alcohol at a Court sponsored event, including an event at the workplace, but only if alcohol is provided by a properly licensed third party vendor and upon the prior approval of the Administrative Director.

(2) Purchase at Court expense prohibited. Alcohol shall not be purchased at Court expense, regardless of the location or circumstances involved.

(3) Employee on duty. An employee who is on duty shall not purchase, serve, or use alcohol, regardless of the location or circumstances involved.

(4) Employee off duty. An employee who is off duty shall not serve alcohol at a Court sponsored event, regardless of the location or circumstances of the event. An employee who is off duty may purchase and use alcohol at a Court sponsored event approved by the Administrative Director pursuant to paragraph (A)(1) of this policy, including an event at the workplace.

These prohibitions shall be read in conjunction with the requirements and guidance of OJC Reg. 14 (Alcohol; Intoxicating Liquor).

(B) Controlled Substances and Illegal Drugs. An employee shall not unlawfully manufacture, distribute, dispense, possess, or use a controlled substance or purchase, transfer, use, or possess any illegal drugs or prescription drugs that are illegal, either at the workplace or any other location. A controlled substance includes any drug listed in Section 812, Title 21 U.S. Code and federal regulations adopted pursuant to federal law. This prohibition shall be read in conjunction with the requirements and guidance of OJC Reg. 15 (Controlled Substances).

The Court shall notify any federal agency from which it has received a grant when an employee has been convicted of a violation of any state or federal criminal drug statute. The notice shall be provided within ten days after receiving notice from the employee of the conviction or after receiving other actual notice of the conviction.

(C) Alcohol and Drug Testing.

(1) Circumstances requiring testing. The Administrative Director, or the director's designee, upon the recommendation of the Director of Human Resources, or the director's designee, and sufficient cause shown, may require an employee to undergo an alcohol or drug test under the following circumstances:

- When there is reasonable cause to suspect that the employee may be intoxicated or under the influence of a controlled substance not prescribed by the employee's physician;
- When the employee is involved in a significant incident in which the employee or another person has a reportable and recordable injury or in which documented property damage has occurred;
- Pursuant to the specifications and provisions of a counseling, employee assistance, or rehabilitative program to which the employee has been referred as a result of a previous corrective action pursuant to Adm. P. 21 (Corrective Actions).

(2) Refusal to submit to testing. An employee who refuses to consent or submit to an alcohol or drug test when required under this policy shall be subject to corrective action pursuant to Adm. P. 21 (Corrective Actions).

(3) Confidentiality. Confidentiality concerning alcohol or drug test results shall be maintained to the extent provided by law, and an employee shall have the opportunity to refute the results of any alcohol or drug test.

(D) Corrective Actions. An employee who is found to have violated this policy is subject to appropriate corrective action pursuant to Adm. P. 21 (Corrective Actions).

(E) Employee Assistance and Rehabilitation. If an employee is convicted of a violation of any state or federal statute proscribing the abuse of alcohol or the possession or sale of a controlled substance, or if an employee has a confirmed positive alcohol or drug test, the Court may require the employee to participate in and satisfactorily complete an alcohol or drug assistance or rehabilitation program as a prerequisite to continued employment or as part of a corrective action.

Effective Date: January 1, 2004

Amended: April 1, 2009

Administrative Policy 23. Weapons and Violence Free Workplace.

This policy is intended to establish consistent standards and expectations for the development, promotion, and maintenance of a safe and productive workplace at the Supreme Court that is free from the effects of weapons and violence.

(A) Weapons Prohibited. Except as provided in OJC Reg. 11, no employee shall possess, carry, or store a weapon while on Court property or engaged in the course of the employee's employment or official responsibilities for the Court unless specifically required to do so as a condition of the employee's work assignment. Any employee who violates this policy is subject to having the matter referred to the appropriate law enforcement officials.

(B) Acts and Threats of Violence Prohibited. No employee shall engage in an act or make a threat of violence while on Court property, while engaged in the course of employment or official responsibilities for the Court, or when conducting business for the Court. Acts and threats of violence may include the following activities:

(1) Threats and intimidation. Engaging in threatening, intimidating, harassing, or coercive behavior that is sufficiently severe or offensive so as to alter the conditions of employment, or to create a hostile, abusive, or intimidating work environment for another person;

(2) Stalking. Willfully, maliciously, or repeatedly following or stalking another person;

(3) Communications. Making or sending a threatening, intimidating, harassing, or coercive statement, telephone call, letter, or other written or electronic communication to another person, with the intent to place that person in reasonable fear for the person's safety, or the safety of the person's family, friends, associates, or property;

(4) Physical contact. Intentionally engaging in physical contact with another person that would cause a reasonable person to believe the person is being assaulted;

(5) Damaging property. Intentionally damaging or defacing the personal property of another person or property owned, operated, or controlled by the Court.

(C) Domestic Violence. The Court is committed to creating and maintaining an environment that facilitates the needs of employees who are victims of domestic violence. The Court shall not discriminate against an employee in any employment actions because the employee is, or is perceived to be, a victim of domestic violence. The Administrative Director may issue guidelines establishing a workplace plan addressing domestic violence, including appropriate employee protection, assistance, and education measures.

(D) Notification of Protection or Restraining Order. An employee who obtains a protection or restraining order shall notify the Director of Human Resources. Upon notification, the Director of Human Resources shall inform the appropriate Court personnel.

(E) Reporting Acts or Threats of Violence. An employee shall report any acts or threats of violence to the employee's Senior Staff supervisor or Court security.

(F) Corrective Action. An employee who is found to have violated this policy is subject to appropriate corrective action pursuant to Adm. P. 21 (Corrective Actions).

Effective Date: July 1, 2004

Amended: April 1, 2009; February 13, 2025

Administrative Policy 24. Discrimination and Harassment.

This policy is intended to establish consistent standards and expectations for the development, promotion, and maintenance of a workplace at the Supreme Court that is free from the effects of discrimination and harassment.

(A) Prohibited Activity. No employee shall engage in or be subject to a prohibited discriminatory practice or harassment, including sexual harassment.

(1) Prohibited discriminatory practice. For the purpose of this policy, a “prohibited discriminatory practice” means a decision relating to either the recruitment, hiring, working conditions, compensation, training, promotion, transfer, or retention of employees or the selection of vendors to provide goods or services, when the decision is made with regard to race, color, religion, gender, sexual orientation, national origin, ancestry, age, citizenship, marital status, veteran’s status, or non-disqualifying disability.

(2) Harassment. For the purpose of this policy, “harassment” means conduct based on race, color, religion, gender, sexual orientation, national origin, ancestry, age, citizenship, marital status, veteran’s status, or non-disqualifying disability that unreasonably interferes with a person’s work performance or creates an intimidating, hostile, or offensive work environment for a person. It involves unwelcome or unwanted conduct, including verbal and non-verbal communications, when the conduct consists of one or more of the following:

- Using racially derogatory words, phrases, or epithets;
- Demonstrations of a racial or ethnic nature, such as a use of gestures, pictures, or drawings which would offend a particular racial or ethnic group;
- Comments about a person’s skin color or other racial or ethnic characteristics;
- Making disparaging remarks about a person’s gender that are not sexual in nature;
- Negative comments about a person’s religious beliefs or lack of religious beliefs;
- Expressing negative stereotypes regarding a person’s birthplace or ancestry;
- Negative comments regarding a person’s age when referring to a person 40 years of age or older;

- Derogatory or intimidating references to a person's mental or physical impairment.

(3) Sexual harassment. For the purpose of this policy, "sexual harassment" means conduct based upon sex that unreasonably interferes with a person's work performance or creates an intimidating, hostile, or offensive work environment for a person. It involves unwelcome or unwanted conduct, including verbal and non-verbal communications and physical contact, when the conduct consists of one or more of the following:

- Making submission to a sexual advance or request for sexual favor an explicit or implicit term or condition of employment;
- Making submission to or rejection of a sexual advance or request for sexual favor a basis for employment decisions affecting the person to whom the harassment is directed;
- Making sexual innuendo, using sexually vulgar or explicit language, making sexually suggestive comments or sounds, telling jokes of a sexual nature, or making sexual propositions or threats;
- Displaying or disseminating sexually suggestive objects, books, magazines, computer software, internet websites, e-mail, graphic commentaries, photographs, cartoons, or pictures;
- Touching, pinching, leering, making obscene gestures, brushing against the body, or engaging in sexual intercourse or sexual assault;

(B) Reporting an incident. An employee who believes to have been subject to or observed any prohibited discriminatory practice or harassment by a Justice, other employee, Court appointee, person who conducts business with the Court, or visitor should report it immediately to any member of Senior Staff, the Director of Human Resources, the Administrative Director, or, if the subject of the prohibited discriminatory practice or harassment is an employee and the incident did not involve that employee's immediate supervisor, to the employee's immediate supervisor. Any of these persons to whom an incident is reported shall promptly notify the Director of Human Resources.

(C) Investigation and written report. Upon receiving a report of an alleged prohibited discriminatory practice or harassment involving an employee, Court appointee, person who conducts business with the Court, or visitor, the Director of Human Resources, or the director's designee, shall immediately and thoroughly investigate the incident and prepare a written report. The report shall contain the findings of the investigator and, if the investigator believes a violation of paragraph (A) of this policy has occurred, a recommendation for corrective action

or sanction pursuant to paragraph (F) of this policy. The report shall be provided to the parties involved.

If the alleged prohibited discriminatory practice or harassment involves a Justice, the Director of Human Resources shall notify the Administrative Director, who shall report the allegation to the Chief Justice for whatever action the Court considers appropriate.

(D) Determination of incident.

(1) Agreement of the parties. If the parties involved agree with the findings and recommended corrective action contained in the written report, the Director of Human Resources shall obtain the signature of each party on the report within five business days after it is provided to them. The Director of Human Resources shall promptly provide a copy of the signed report to the Administrative Director for review. Absent extraordinary circumstances demonstrated in the report, the Administrative Director shall approve its immediate implementation.

(2) Formal hearing. If any party involved does not agree with the findings or recommended corrective action contained in the written report or if the Administrative Director believes extraordinary circumstances are demonstrated in the report, within five business days after receiving the report the Administrative Director shall take appropriate action, including appointment of a hearing officer to conduct a formal hearing on the matter.

(E) Conflicts.

(1) Director of Human Resources. If a party or witness to an incident reported under this policy is the Director of Human Resources, the Administrative Director shall designate another member of the Court staff to perform the duties of the Director of Human Resources as required by this policy.

(2) Administrative Director. If a party or witness to an incident reported under this policy is the Administrative Director, the Chief Justice shall perform the duties of the Administrative Director as required by this policy.

(3) Chief Justice. If a party to an incident reported under this policy is the Chief Justice, the next most senior Justice shall perform the duties of the Chief Justice as required by this policy.

(F) Corrective Action. An employee who is found to have violated paragraph (A) of this policy shall be subject to appropriate corrective action as set forth in Adm. P. 21 (Corrective Actions).

(G) Confidentiality. The Court shall make every reasonable effort to protect the privacy of the parties in the process. Parties and witnesses shall maintain confidentiality with respect to a complaint or report. However, the Court cannot ensure that complaints or reports will be kept strictly confidential.

(H) Distribution of Policy. All requests for proposals and solicitations for employment and to provide goods or services shall reference this policy and the Court's prohibition against discrimination and harassment in the workplace.

Effective Date: July 1, 2003

Amended: September 1, 2007; April 1, 2009

APPENDIX G

Supreme Court of Ohio

RFP #282

Elevator Preventative Maintenance & Repair Services

July 2025

MINIMUM SCOPE AND LIMIT OF INSURANCE

Insurance coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (“ISO”) Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers’ Compensation:** as required by the State of Ohio.
4. **Professional Liability (Errors and Omissions):** If Contractor is performing services as a licensed trade or profession, insurance must appropriate to the Contractor’s profession with limit no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the Court shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Court.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The Court shall be covered as an additional insured on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor, including materials, parts, or equipment furnished in connection with the work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor’s insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38, **and** CG 20 37 if a later edition is used).

Primary Coverage

For any claims arising from or in connection with the Agreement, the Contractor’s insurance coverage shall be the primary coverage.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the Court.

Waiver of Subrogation

Contractor hereby grants to the Court a waiver of any right to subrogation that Contractor’s insurer may acquire against the Court by virtue of the payment of any loss under the insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation; however, this provision applies regardless of whether the court receives the waiver of subrogation endorsement from the insurer.

Self-Insured Retentions

Self-insured retentions must be declared to, and approved in writing by the Court. The Court may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or the Court.

Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in Ohio, with a current A.M. Best's rating of no less than A:VII, unless otherwise agreed in writing.

Claims Made Policies (applicable only to policies that include professional liability coverage)

If any of the required policies provide claims-made coverage:

1. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided ***for at least five (5) years after completion of the contract of work.***
3. If coverage is canceled or not renewed, and not replaced ***with another claims-made policy form with a Retroactive Date prior to*** the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of ***five (5)*** years after completion of work.

Verification of Coverage

Contractor shall furnish the Court with original Certificates of Insurance, including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements, before work begins. However, failure to obtain the required documents before work begins shall not waive the Contractor's obligation to provide them. The Court reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Special Risks or Circumstances

The Court reserves the right to modify the requirements included herein based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.