

STATE OF OHIO
DEPARTMENT OF ADMINISTRATIVE SERVICES
GENERAL SERVICES DIVISION
OFFICE OF PROCUREMENT SERVICE
4200 SURFACE ROAD, COLUMBUS, OH 43228-1395

AMENDMENT FOR CHANGE
AMENDMENT NO. 3

TO: LIMITED DISTRIBUTION – DEPARTMENT OF REHABILITATION AND CORRECTION, FACILITIES AS LISTED HEREIN

FROM: HUGH QUILL, DIRECTOR, DEPARTMENT OF ADMINISTRATIVE SERVICES

SUBJECT: TERM CONTRACT - INSPECTION, SERVICE AND MAINTENANCE FOR EMERGENCY POWER GENERATOR SETS AND ASSOCIATED SYSTEMS

This amendment is issued to add TOLEDO CORRECTIONAL INSTITUTION as a service location. Attached are revised page 53 and new pages 54-64 to this contract. Remove page 53 from the existing contract and replace with the attached page and add new pages 54-64 to the existing contract on the effective and/or revision date.

All other prices, terms and conditions remain unchanged.

Questions regarding this Amendment and/or the Requirements Contract may be directed to:

harry.graham@das.state.oh.us

This Amendment, the main Requirements Contract and any additional amendments thereto are available from the DAS Web site at the following address:



<http://www.ohio.gov/procure>

Affected Contractor(s): 46544
Mid-State Generator Service Inc.
5241 Trabue Road
Columbus, OH 43026

stefaniecaceres@midstategenerator.com

PART B

STATE OF OHIO
DEPARTMENT OF ADMINISTRATIVE SERVICES
GENERAL SERVICES DIVISION
OFFICE OF PROCUREMENT SERVICE
4200 SURFACE ROAD, COLUMBUS, OH 43228-1395PRIMARY CONTRACT No.: **OT906706**INSPECTION, SERVICE AND MAINTENANCE FOR EMERGENCY POWER GENERATOR SETS AND
ASSOCIATED SYSTEMS

The Department of Administrative Services hereby gives Notice of its acceptance of your bid submitted in response to Invitation to Bid No. OT905709 that opened on March 20, 2009. Your company has been determined to be the lowest responsive and responsible and has been awarded a Contract for the item(s) listed therein. The bid response, to include the [Terms and Conditions for Bidding, Standard Contract Terms and Conditions, and Supplemental Contract Terms and Conditions](#), special contract terms & conditions, any bid addenda, specifications, pricing schedules and any attachments incorporated by reference and accepted by DAS become a part of this Supplemental Requirements Contract. As indicated in the Invitation to Bid, any award(s) resulting from this bid will be incorporated into the above referenced Primary Requirements Contract. In the event that any of the terms, conditions or specifications of the Requirements Contract differ, the terms, conditions or specifications of this Supplemental Requirements Contract shall prevail.

This Supplemental Requirements Contract is effective beginning 04/13/09 and will expire on 11/30/09, unless, prior to the expiration date, the Contract is renewed, terminated or cancelled in accordance with the Contract Terms and Conditions.

This Supplemental Requirements Contract is available to TOLEDO CORRECTIONAL INSTITUTION, as applicable.

Agencies are eligible to make purchases of the listed supplies and/or services in any amount and at any time as determined by the agency. The State makes no representation or guarantee that agencies will purchase the volume of supplies and/or services as advertised in the Invitation to Bid.

Questions regarding this Supplemental Requirements Contract may be directed to:

Harry Graham
harry.graham@das.state.oh.us

The signed Supplemental Requirements Contract and Amendment(s) thereto, are available for review at and/or downloading from the DAS Web site at the following address:



<http://www.ohio.gov/procure>

Signed: _____
Hugh Quill, Director Date

TABLE OF CONTENTS

<u>CLAUSES</u>	<u>PAGE NO.</u>
Contract Items	60
Contractor Index	64
Evaluation	56
Price Schedule	63
Specifications	57-59

WHERE APPLICABLE, THE FOLLOWING TERMS AND CONDITIONS SUPERSEDE ANY STANDARD TERMS AND CONDITIONS SHOWN IN THIS BID.

SUPPLEMENTAL BID: Any award made as a result of this bid will become a part of Contract No. OT906706 effective 04/01/09, or upon the date when DAS signs the contract, whichever is later in time.

MATERIAL SAFETY DATA SHEET: The Contractor shall provide a Material Safety Data Sheet (MSDS) for any hazardous chemical that he brings onto the facility property for the performance of this contract. The MSDS shall verify the Contractor's compliance with OSHA's Hazard Communications Standard 29 CFR 1910.1200. The MSDS shall be given to the facility contact person prior to use of the hazardous chemical on the facility property.

AWARDS: Award will be based on the lowest responsive and responsible bid per facility that meets or exceeds the requirements as specified herein.

EVALUATION: To determine the low lot total price of the ToCI facility, the state will add the cost of one hour of routine service, travel cost for 50 miles, one hour of Emergency Service at the Straight Time rate, one hour of Labor Cost for Emergency Service at the Overtime rate, and the Total Annual Labor Cost for routine scheduled service for each of the yearly periods, and then will add these yearly sub-totals together. For those facilities that have Load Bank Testing as an Option, the Total Cost for Load Bank Testing for each yearly period will be added to the evaluation total for that facility.

FIXED-PRICE WITH IN-SERVICE COST ADJUSTMENTS: The Contractor agrees to adjust the total annual charges for any decrease/increase in the number of emergency power generators and associated systems to be inspected, serviced and maintained due to resident program changes and/or building destruction/construction programs for the duration of the Contract. All adjustments will be in accordance with the Contract.

USAGE REPORTS: Every twelve (12) months the Contractor must submit a report (written or on disk) indicating sales generated by this contract. The report shall list usage by customer, by line item, showing the quantities/dollars generated by this contract. The report shall be forwarded to the Office of State Purchasing, 4200 Surface Road, Columbus, Ohio 43228-1395, Attn: Harry Graham.

SITE VISIT: Prior to submitting the bid, bidder should visit the institution they are bidding in order to survey the facility to become familiar with the requirements of the bid. Each bidder must contact each facility to schedule an appointment prior to their visit. See Appendix A for each facility's contact person.

BUSINESS REFERENCES: All bidders shall submit with their bid, a list of at least three (3) companies and/or organizations with which they have had recent (within two [2] years) emergency power generator service contracts. This list shall include the name and phone number of a contact person who will be familiar with the bidder's job performance. The state may verify the bidder's experience based upon the list of business references submitted and any other sources which the state deems appropriate.

ODRC STANDARDS OF CONDUCT FOR VOLUNTEERS, CONTRACT WORKERS AND OTHER NON-EMPLOYEES: All bidders shall familiarize themselves and any of their employees who will be assigned to any resultant contract, with the contents and requirements of the ODRC Standards of Conduct. Copies of the ODRC Standards of Conduct may be obtained by contacting the specific institution, as needed.

SPECIFICATIONS

I. REQUIRED DOCUMENTATION

- A. The Contractor shall employ and use for this work trained service technicians who are experienced in work of this type. Resumes of these technicians shall be included with your Bid.
- B. To qualify for bidding, the bidder must have technicians (that would be assigned to any resultant contract) with a minimum of three (3) years experience in inspection and maintenance of generator sets and associated systems.

II. GENERAL REQUIREMENTS

- A. Work teams used to perform work covered by this contract shall include at least one certified technician, who shall be in charge of the work. Whenever possible, each particular facility shall be assigned the same technician(s).
- B. Until completion and acceptance of the work, the Contractor shall not change or remove a technician except with the consent of the facility contact person or designee.
- C. Unless indicated otherwise in a particular facility's Requirements/Specifications (Appendix A), the inspection, testing, maintenance and service of the generator sets described in this ITB shall be rendered semi-annually. Elapsed time between scheduled Semi-Annual service visits at each facility shall be within a two (2) week period of the 6-month scheduled visit. Deviation from this schedule may be cause for cancellation of this contract with the affected facility(s).

III. SCOPE OF WORK

- A. This Invitation to Bid (ITB) and any resultant contract are issued to obtain Inspection, Service and Maintenance for Generator Sets and their Associated Systems at the Department of Rehabilitation and Correction (DRC) facility listed herein (Toledo Correctional Institution [ToCI]). The bidder should visit the site and become familiar with the existing conditions before submitting a bid. No additional compensation will be awarded due to unfamiliarity. It shall be understood that the bidder has full knowledge of existing conditions and accepts them as-is. (Site visitations can be arranged with the contact person listed in Appendix A). Any award made as a result of this ITB will become part of contract OT906706, Index No. DRC057D. This contract will expire on 11/30/09, unless renewed by mutual agreement, for one additional year, through 11/30/10.
- B. The Contractor shall provide inspections, testing and preventive maintenance for the generator sets and associated systems installed in the ToCI facility as specified herein. Please note that the Switch located in the Switchgear Room is listed at 13.2 KV.
- C. The contract services shall include:
 - 1. Quarterly and Annual servicing, inspection, testing and preventive maintenance of the generator sets and associated systems at the ToCI facility listed herein.
 - 2. Maintaining records of the inspections and testing and reporting the results to the appropriate facility's contact person.
 - 3. Providing consultation services, by telephone (at no additional cost), to the facility to assist them in troubleshooting problems in their generator systems.
 - 4. Notifying the facility, through the contact person, not less than two (2) days prior to each inspection of that facility. (Two (2) hours in advance for emergency calls.) This will allow the facility Business Office and Maintenance Department staff to process security clearance documents and have staff available to accompany the service technician.

SPECIFICATIONS (cont.'d)

5. The Contractor's written Service Report left with the facility's contact person shall include the Arrival and Departure times of the serviceman from the facility. If the Contractor fails to include the appropriate Arrival and Departure times on the Service Report, that omission may delay payment of invoices for that service and/or inspection.

IV. OTHER REQUIREMENTS

The Contractor shall:

- A. Review findings with facility contact person and provide written service report upon the completion of each service call. Contractor to provide a performance checklist of all items inspected.
- B. Provide replacement parts for minor maintenance repairs; definition of minor maintenance repairs is any part with a direct cost to the Contractor of less than \$300.00. Contractor to remove and dispose of all items replaced.
- C. Provide parts which shall be new, unused, undamaged and so constructed as to render effectively the service for which they are intended.
- D. Perform inspections required to comply with State/Federal regulations in effect during the contract period.
- E. Observe the DRC Tool Control Policy when engaged in work under the contract on the facility premises.
- F. Provide new repair or replacement parts (rebuilt or remanufactured, with facility pre-approval). Parts installed, unless otherwise approved by the facility, shall be OEM. If the facility pre-approves use of non-OEM parts, such parts shall be equal to, or better than, OEM, and shall be completely compatible with the existing equipment in function and performance. Parts and material which exceed \$300.00 direct cost to the Contractor shall be invoiced at no more than the quoted percentage rate over the Contractor's cost, as indicated on the Price Schedule page. If requested by the facility, Contractor shall provide copies of his invoices from his supplier showing the actual cost of each part.

V. HOURS OF SERVICE

- A. Routine service - 7:30 a.m. until 3:00 p.m., Monday through Friday, except state holidays, unless otherwise specified for a service location. Note the exceptions to routine service times for two (2) switches listed in Appendix A (page 7).
- B. Emergency service shall consist of responding within four (4) hours to the institution's needs after notification has occurred. Pagers, message machines or other mechanical recording devices, and answering machines are acceptable as a communication center.
- C. Emergency service shall be charged as an extra to the facility. The hourly charges, as quoted by the Contractor, shall include all costs related to providing the emergency service and shall commence upon arrival at the facility and cease upon departure from the facility.
- D. The Contractor shall be capable of responding at any time of the day or night upon notification by telephone that a situation exists where a shut-down or emergency has occurred. The Contractor must have adequate personnel available to provide emergency services twenty-four (24) hours per day, three hundred sixty-five (365) days per year. Response time shall be within a four (4) hour period.
- E. Invoices for emergency services shall be forwarded to the facility and shall contain complete list of material and supplies required, labor cost, and a written report covering the details of the emergency.

SPECIFICATIONS (cont.'d)

VI. ENGINEERING CONSULTATION

The Contractor shall provide quick response engineering consultation upon request by the facility during the contract without additional expenses. This consultation shall be provided by a technician that is intimately familiar with the facility, equipment, and personnel. The type of consultation shall be determined by the facility and can be problem solving, recommendations, specifications, drawings, etc. When a written report is requested, it shall be provided.

VII. MAINTAINING RECORDS - REPORTING

- A. The Contractor shall maintain, for the facility, a complete set of records of the inspections, including, but not limited to, inspection dates, equipment checked, pieces of equipment replaced, oil analysis report, technicians involved, system operation and performance status, recommendations for improvement, etc. The records shall be provided to the facility.
- B. Following completion of each inspection, the Contractor's team shall review with the facility contact person the details of the work just completed and the condition of the system, plus any recommendations for necessary repairs or improvements to the system. Quotations for recommended repairs shall be sent to the facility within ten (10) days from the facility's request.
- C. Within two (2) weeks following an inspection, the Contractor shall file a written report with the contact person at the facility.

VIII. WORKMANSHIP - CONTRACTOR'S RESPONSIBILITY

- A. All labor performed on this contract shall be first class, and the Contractor shall be responsible for the quality of work as well as obtaining all necessary permits, and shall pay all costs connected with same, if any.
- B. The Contractor shall be responsible for the acts or neglect of his employees when performing work under this contract. The Contractor's employees shall observe the rules and regulations of the facility when engaged in work under this contract on the facility's premises and those adjacent private or public properties.
- C. Upon completion of an inspection, the Contractor's team shall leave the systems in satisfactory operational condition; or, if not in operational condition, the team shall so inform the facility, explain why it is inoperative, and what must be done to put it into satisfactory operation.
- D. The Contractor shall guarantee his workmanship and material for a period of one (1) year from the date of acceptance by the facility and shall promptly remedy, at his expense, any defects due thereto which become evident during the guarantee period, and pay all expenses for any damage to other systems or structures resulting from work on the generator sets and associated systems.
- E. The Contractor shall remove from the facility and shall properly dispose of all material, including, but not limited to, oil, coolant, fluids and parts replaced during this contract.

The remainder of this page is intentionally left blank.

Appendix A (cont.'d)

TOLEDO CORRECTIONAL INSTITUTION (ToCI)
 2001 E. Central Ave., Toledo, OH 43608

CONTACT: Michael Carter, (419) 726-7977, Ext. 7450

EQUIPMENT DESCRIPTION

MAKE	MODEL NO.	SERIAL NO.	LOCATION
Kohler	500ROZD	0628038	Main (GENERATOR -1)
Kohler	500ROZD	0628039	Main (GENERATOR -2)
C-Charge	AA2420hlp	D01020067	Main (CHARGER)
C-Charge	AA2420hlp	D01020066	Main (CHARGER)
Zenith	568	1313622	Main (SWITCH) (Service between 9:00pm and 5:00am)
Zenith	ZBTSL160FC-7	1316634	D-Block (SWITCH)
Detroit Diesel	80DSJ	0653439	Camp (GENERATOR)
Detroit Diesel	PAB-325333	B-325333	Camp (CHARGER)
ASCO	7ATB	113853	Camp (SWITCH)
Detroit Diesel	275DSE	0643295	Warehouse (GENERATOR)
Detroit Diesel	PAB-325335	B-325335	Warehouse (CHARGER)
ASCO	962-J	103440	Warehouse (SWITCH)
La-Marche	TPS-35-130V	17155	Switchgear Room (CHARGER)
Siemens (13.2 KV)	GMI-500-1200-37	R-89551A-1	Switchgear Room (SWITCH) (Service between 9:00pm and 5:00am)

QUARTERLY SERVICES: Check the following items; repair when necessary.

1. General inspection of entire system for vibration, leakage, noise, temperature and deterioration;
2. Fuel System
 - a. Day tank level;
 - b. Flexible lines and connectors;
 - c. Fuel level switch;
 - d. Main tank supply level;
 - e. Solenoid valve operation;
 - f. Transfer switch operation;
 - g. Water in system; remove;
 - h. Filter(s);
3. Lubrication
 - a. Oil level;
 - b. Crankshaft breather;
4. Cooling
 - a. Air Cleaner;
 - b. Block heater operation;
 - c. Coolant level;
 - d. Flexible hoses and connectors;
 - e. Water Pump(s);
 - f. Fan and alternator belts;
 - g. Coolant temperature protection level;
5. DC Electrical System
 - a. Battery charger operation, charging rate;
 - b. Battery electrolyte level;
 - c. Recharge after engine start;
 - d. Corrosion levels on batteries and rack; clean when necessary;
 - e. Battery terminals; tighten when necessary;

Appendix A (cont.'d)

TOLEDO CORRECTIONAL INSTITUTION (ToCI)

(QUARTERLY SERVICE requirements for ToCI, continued)

6. AC Electrical System
 - a. Controller lamp test;
 - b. General Inspection;
 - c. Feeder breakers, control fuses;
 - d. Exercise system under full load for 1 hour;
 - e. Safety and alarm operation;
 - f. Exercise primary switch gear;
7. Engine and Mounting
 - a. General inspection;
 - b. Governor operation, lubricate moving parts;
 - c. Choke, carburetor adjustment;
8. Generator
 - a. General inspection;
 - b. Test start time;
 - c. Test cool-down time;
 - d. Swap lead and lag generators for buss optimization;

ANNUAL SERVICES:

1. Fuel System
 - a. Check fuel piping;
 - b. Check tank vents and return lines for obstructions;
 - c. Replace filter(s);
2. Lubrication
 - a. Change oil;
 - b. Replace filters;
3. Cooling
 - a. Check and clean air ducts and louvers;
 - b. Change and flush coolant system;
 - c. Check and clean heat exchanger;
 - d. Check and clean louver motors and controls;
 - e. Check and clean Radiator exterior;
 - f. Check and fill water supply to heat exchanger;
4. Exhaust Line
 - a. Check system for excessive backpressure;
 - b. Check hangers and supports;
5. AC Electrical System
 - a. Check and tighten control wires and power wire connections;
 - b. Check balance and speed of generators;
6. Engine and Mounting
 - a. Check ignition system;
 - b. Check and clean injector pump and injector flow rate, pressure and spray pattern;
 - c. Check valve clearance;
 - d. Check bolt torque;

Appendix A (cont.'d)

TOLEDO CORRECTIONAL INSTITUTION (ToCI)

(ANNUAL SERVICES, continued)

7. Generator
 - a. Check rotor and starter;
 - b. Check bearing condition;
 - c. Check and clean exciter;
 - d. Check and clean voltage regulator;
 - e. Check resistance readings on windings;
 - f. Blow dust off generator.

8. Transfer Switch: (Exception to Routine Service Hours) Work on the Zenith unit in the Main institution and the Seimens unit in the Switchgear Room must be performed between 9:00pm and 5:00am.
 - a. Check, clean and lubricate Transfer Switches;
 - b. Check, clean and lubricate breakers.

Remainder of this page is intentionally left blank.

PRICE SCHEDULE:

TOLEDO CORRECTIONAL INSTITUTION (ToCI) CONTRACTOR: MID-STATE GENERATOR SERVICE

ITEM NO.: 4709

SERVICE SCHEDULE: QUARTERLY AND ANNUAL

	Labor Cost for Routine Service (Straight Time, per hour)	Labor Cost for Emergency Service (Straight time, per hour)	Labor Cost for Emergency Service (Overtime, per hour)	Total Cost for Load Bank Testing of all units (This testing will be optional, at ToCI request)	Travel Cost, (one-way, per mile)	Total Annual Cost for routine scheduled service as stated in Appendix A for this facility (to include, but may not be limited to, labor costs, change of lube oil, primary and bypass lube filters, fuel filters, air filters, water filters, coolant, coolant additives and coolant conditioners, and one-way travel costs to service location).
04/13/09 thru 11/30/09	\$45.00 per hour	\$45.00 per hour	\$67.50 per hour	\$3,651.60	\$0.85 per mile	\$3,022.82 per year

Address of Bidder's service facility that would be responsible for service at the above DRC facility:

5241 Trabue Road, Columbus, OH 43228

Distance from Bidder's service facility to the above DRC facility: 148 miles, one way

Repair/Replacement Parts percentage mark-up (See paragraph IV. F. on page 5): 15%

CONTRACTOR INDEX

CONTRACTOR AND TERMS:

BID CONTRACT NO.: OT906706-3 (11/30/09)

Encouraging Diversity, Growth & Equity (EDGE)



46544
Mid-State Generator Service (EDGE)
5241 Trabue Road
Columbus, OH 43026

DELIVERY: per ITB schedule

TERMS: 2% 10 days, Net 30 Days

CONTRACTOR'S CONTACT: Stefanie Caceres,

Telephone: (614) 870-9000
Toll Free: (866) 543-9004
FAX: (614) 870-2448
E-Mail:
stefaniecaceres@midstategenerator.com

Receiving Purchase Order: Via E-Mail, stefaniecaceres@midstategenerator.com

SUMMARY OF AMENDMENTS

Amendment Number	Revision Date	Description
3	04/13/09	Addition of Toledo Correctional Institution as a service location.
2	12/01/08	Mutual agreement to renew for one year thru 11/30/09 with two exceptions: Lebanon Correctional Institution opted out of the contract; Toledo Correctional Institution [ToCI] was not renewed by the Contractor. ToCI's requirements will be re-bid with revised specifications.
1	01/13/06	Updates to the following; access to ODRC Standards of Conduct for contract workers, NIGP numbers for several locations and the Contractor Index.