

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

REQUIREMENTS CONTRACT: ELECTRICAL SERVICES AND MATERIAL REQUIREMENTS

CONTRACT No.: OT902809

EFFECTIVE DATES: 07/01/08 to 06/30/11

The Department of Administrative Services has accepted bids submitted in response to Invitation to Bid No. OT902809 that opened on 06/25/08. The evaluation of the bid response(s) has been completed. The bidder(s) listed herein have been determined to be the lowest responsive and responsible bidder(s) and have been awarded a contract for the items(s) listed. The respective bid response, including 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 Requirements Contract.

This Requirements Contract is effective beginning and ending on the dates noted above unless, prior to the expiration date, the Contract is renewed, terminated or cancelled in accordance with the Contract Terms and Conditions.

This Requirements Contract is available to OHIO EXPO CENTER AND THE OHIO STATE FAIR, 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.

SPECIAL NOTE: State agencies may make purchases under this Requirements Contract up to \$2500.00 using the state of Ohio payment card. Any purchase that exceeds \$2500.00 will be made using the official state of Ohio purchase order (ADM-0523). Any non-state agency, institution of higher education or Cooperative Purchasing member will use forms applicable to their respective agency.

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

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

This Requirements Contract and any Amendments thereto are available from the DAS website at the following address:



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

Signed: _____ Date _____
Hugh Quill, Director

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SPECIAL CONTRACT TERMS AND CONDITIONS

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

DELIVERY AND ACCEPTANCE: Services will be performed as set forth in the Contract and in accordance with paragraphs S-8, S-9, and S-10 of the SUPPLEMENTAL CONTRACT TERMS AND CONDITIONS. The location of performance will be noted on the purchase order issued by the participating agency. Payment for services rendered will occur upon the inspection and written confirmation by the ordering agency that the services provided conform to the requirements set forth in the Contract. Unless otherwise provided in the Contract, payment shall be conclusive except as regards to latent defects, fraud, or such gross mistakes as amount to fraud.

PREVAILING WAGE: The Ohio Department of Commerce, Division of Labor and Worker Safety, Wage and Hour Bureau has determined that work identified in this bid and to be performed under contract is subject to the requirements of Ohio Revised Code Sections 4115.03 to 4115.16, Prevailing Wage. The prevailing wage scale, as published by the Ohio Department of Commerce, Division of Labor and Worker Safety, Wage and Hour Bureau is herewith attached to and becomes a part of this bid. Upon award of a Contract by DAS, the successful bidder ("Contractor"), and all of his sub-contractors, guarantees that the prevailing wage for the area, to include any adjustments thereto, as published by the Ohio Department of Commerce, Division of Labor and Worker Safety, Wage and Hour Bureau will apply to any workman assigned by him or all of his sub-contractors to this project. The participating state agency will serve as prevailing wage coordinator and will be responsible for proper application of labor rates as required by the Ohio Department of Commerce. Responsibilities of the Prevailing Wage Coordinator include, but are not limited to; setting up and maintaining payroll reports, monitoring when payments of wages are made, receiving the Contractor's complete payroll records of each employee, establish procedures to monitor compliance, notify Contractor of any adjustment to the prevailing wage scales and report delinquencies on the part of the Contractor. The successful bidder and all of his sub-contractors shall strictly comply with the wage provisions of the contract.

[Click on this link to view the Prevailing Wage Rates for Franklin County.](#)

FIXED-PRICE WITH PREVAILING WAGE ADJUSTMENTS: During the life of the contract changes may occur in the prevailing wage scales that may substantially affect the labor expenses of the Contractor. In the event of any such adjustments to the prevailing wage scales, the Contractor may petition DAS to increase the contract price(s) by the exact amount of the increase as approved in the labor agreement. The Contractor must give DAS a minimum of thirty (30) calendar days notice prior to the effective date of the wage increase. The petition must be accompanied by documentary evidence to fully support the claim. If approved the increase will become effective on the date set forth in the adjusted prevailing wage scales, and will remain in effect for the duration of the contract. Approval of said increase is at the sole discretion of DAS. No petition for increase will be considered for wage rate adjustment that occurred prior to the effective date of the contract.

PRIME CONTRACTOR'S RESPONSIBILITIES: The successful Contractor to this bid will assume sole responsibility for providing the products and/or services stipulated in this Invitation to Bid regardless of the fact that these requirements may be produced or manufactured by others.

SUBCONTRACTING: In addition to the requirements of paragraph III.V.Q., STANDARD CONTRACT TERMS AND CONDITIONS, the following shall apply to this contract; after contract has been awarded, any changes in key subcontractor(s) must have prior approval by OEC/OSF management.

AWARD: There will be one (1) low lot total award made to the lowest responsive and responsible bidder meeting all bid specifications and requirements listed herein.

EVALUATION: To determine the low lot total price of the bid, the state will multiply the total annual estimated Weekday hours for workers under Line and Wire Crews times the cost per hour quoted. The same will be done for Possible Saturday and Sunday hours. These three subtotals will be added together to find the lowest sum. These hours and days used are for evaluation purposes only and may vary from actual hours required to complete the contract. Failure to bid all items may result in the bidder being deemed as non-responsive and no further consideration given for potential awarding of the contract.

SITE VISIT: Prior to submitting the bid, bidder should visit the site in order to survey the facility to become familiar with the requirements of the bid. Each bidder must contact the facility to schedule an appointment prior to their visit. Contact OEC Director of Maintenance at (614) 644-5050 to schedule an appointment.

SPECIAL CONTRACT TERMS AND CONDITIONS (Cont'd.)

BIDDER'S QUALIFICATIONS AND REFERENCES: Contractors are required to have been in the electrical business, providing the type of electrical services as specified in this Bid, for a minimum of three (3) years, to qualify for bidding. Contractors are requested to submit documentation of company background and supportive information of the minimum requirement. Describe Bidder's company size and explain how qualified manpower requirements for this project will be achieved. Contractors shall provide name of company, address and phone number of person to contact, of three (3) customers that the Contractor has provided electrical service for, within the past three years. Failure to provide this documentation may result in the Bidder being deemed as non-responsive and the Bid response may be disqualified with no further consideration given for potential awarding of the Contract.

LIQUIDATED DAMAGES: In the event that an awarded Contractor fails to perform within the timeframe specified by the Contract and/or purchase order, the agency will contact the Contractor to determine when the purchase order will be fulfilled. If the Contractor cannot fulfill the purchase order requirements within a timeline acceptable to the agency, the agency may procure like-kind supplies/services from another resource and invoice the Contractor for the full additional amount charged by the third party provider. Invoices for said liquidated damages must be deducted from subsequent Contractor invoices prior to payment by the agency.

Under these damage recovery provisions, the agency may: (1) elect to procure any portion of the original order from another source; and/or (2) charge the Contractor for any difference in cost for the service/merchandise procured; and/or (3) cancel any portion of the original order without Contractor penalty. Also reference Supplemental Contract Terms and Conditions, Article S-9, Time of Delivery, and Standard Contract Terms and Conditions, Section II, Contract Remedies.

USAGE REPORTS: At the end of each Fair season 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 Procurement Services, 4200 Surface Road, Columbus, Ohio 43228-1395, Attn: Harry Graham.

MATERIALS: Bidders shall quote percent of cost (not to exceed 15%) to be added to any materials which might be furnished because of non-availability of the materials at the OEC/OSF (see Price Schedule page). NOTE: Contractor shall not furnish materials without prior approval from OEC/OSF's Director of Maintenance, or his designee.

ADDITIONAL WORK RATES: Bidders will submit additional work rates as requested on the Price Schedule page.

RESPONSIBILITIES OF THE CONTRACTOR: At his own expense the Contractor shall:

- Obtain any necessary licenses or permits
- Provide competent and experienced working foremen and workers
- Take precautions necessary to protect persons or property against injury or damage and to be responsible for any such injury or damage as a result of his fault or negligence
- Perform the work without unnecessarily interfering with other Contractor's work or governmental agency activities
- Be responsible for all damage to work performed and materials delivered (including governmental agency-furnished items), until completion and final acceptance
- Pay Prevailing Wage scale to employees working on this project, in accordance with ORC 4115.04. Contractor shall submit complete weekly Prevailing Wage reports to OEC/OSF's Coordinator, F. Joe Darst. Before final payment is made at end of annual fair season, Contractor will be required to submit a notarized Affidavit of Compliance Prevailing Wages to OEC/OSF's Prevailing Wage Coordinator

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SPECIFICATIONS

I. GENERAL INFORMATION

- A. Ohio Expo Center (OEC) and Ohio State Fair (OSF): This is that area between Eleventh Avenue on the south and Interstate 71 (north of Duxberry Avenue) on the north, between the Penn Central Railroad on the west and Interstate 71 and Clara Avenue on the east. Excluded is the area leased by the Columbus Crew.
- B. Dates: The duration of this contract shall be from July 1, 2008 through June 30, 2011, and shall include the OSF dates and non-OSF dates. July 1, 2008 through August 31, 2008 will be considered 2008 OSF. The corresponding dates in 2009 will be considered 2009 OSF. The dates for the 2009 OSF have not been determined but will be established by the OEC/OSF in August, 2008.

II. FAIR ELECTRICAL SERVICES

A. Scope:

1. In conjunction with OEC/OSF maintenance personnel the Contractor will be performing all electrical work necessary and furnish the equipment necessary to properly hookup electric service prior to, and disconnect afterward, and during the OSF. The Contractor shall be responsible to handle any electrical emergency during the contractual period.
2. Some of the specific work involved with this contract may involve replacing primary and secondary electric lines, and setting of new poles as well as the hookups for the concessionaires and exhibitors at the fair.
3. While waiting on calls for service during the Fair the Contractor will be expected to install new conduit, wiring and electrical fixtures in the various buildings.

- B. Equipment: Contractor provided equipment needed includes line tools and testing equipment for troubleshooting, and suitable gear for working in all weather conditions, keeping in mind all hookups must be made hot and that you will be working on a time schedule "dead line" to have all hookups of concessionaires completed before opening of the Fair.

Contractor shall provide at no additional charge to the State:

1. Adequate number of golf carts for use by contract electricians only.
2. One office/job trailer.
3. Contractor shall provide two-way radios for their working foreman and/or supervisor of each shift. One radio must be provided to the OEC/OSF's, Director of Maintenance, and one radio to the OEC electrician on duty.

- C. Job Work Orders: All work orders will be issued, in writing, on forms provided by the management of the State Fair. All work orders will be assigned a job number and issued by the dispatcher(s) designated by OEC/OSF Director of Maintenance.

- D. Personnel Accounting: The OEC/OSF's Director of Maintenance, or his designee, will verify and initial time records of all employees of the Contractor. Contractor's employees shall be required to use the time clock provided by the OEC. Contractor shall compute time cards daily to OEC/OSF's Director of Maintenance, or his designee.

Prior to the second (2nd) week of July in each contract year, the Contractor shall furnish a list of the names and position classifications of all employees assigned to this project. This information shall be delivered to OEC/OSF's, Director of Maintenance.

- E. Facilities: Contractor to provide office/job trailer on site. Exact location to be determined prior to the OSF. Contractor's personnel must remain in designated area when not on a specific assignment.

SPECIFICATIONS (Cont'd.)

- F. OSF photo I.D. badges will be required for each Contractor employee. The current cost for each badge is \$50.00. I.D. photos will be taken at the OEC/OSF after June 8, 2008. Requests for photo I.D. must be made in writing anytime between June 1 and July 20, 2008, and corresponding dates in subsequent contract years. Direct all requests for OSF Photo I.D. badges to OEC/OSF, Director of Maintenance.

Vehicle Stickers: Each vehicle entering the grounds will be required to have a sticker. These stickers will entitle the vehicle to enter the grounds, do the work required and depart. Very limited on-grounds parking will be available. Vehicle stickers will be \$40.00 each. Requests for vehicle stickers must be made in writing after June 1 in each contract year. Direct all requests for vehicle stickers to OEC/OSF, Director of Maintenance.

All requests for OSF photo I.D. badges and vehicle stickers must be received by the OEC/OSF, Director of Maintenance not later than two weeks prior to the start of the OSF. Payment for stickers and badges will be made at the time of pick up.

Address all requests for OSF photo I.D. badges and vehicle stickers to:

Director of Maintenance
Ohio Expo Center & Ohio State Fair
717 E. 17th Ave.
Columbus, Ohio 43211-2698

- G. Estimated Personnel Requirements: Based on past experience the number of personnel (lineman, electrician, etc.) listed below are the estimated personnel requirements at this time. The Wire Crew anticipates a minimum of four (4) electricians per crew, but may vary. The estimated personnel requirements and dates shown are subject to change and it will be the Contractor's responsibility to increase or decrease the number and/or type of personnel within one (1) day following written notice of such a required change from OEC/OSF.

No Apprentices or Intermediate Journeymen will be allowed or accepted.

Work schedule calls for one (1) LINE CREW, consisting of one (1) working foreman, one (1) lineman and one (1) groundsman, to work day shift from 7:00 AM to 3:30 PM with one-half (1/2) hour, unpaid lunch break, beginning Monday, July 14, 2008, and working through Monday, August 11, 2008. July 14, 2008 is the approximate starting date. The actual starting date for this crew will be confirmed in writing to the Contractor on or before July 11, 2008.

One (1) additional LINE CREW consisting of one (1) working foreman, one (1) lineman and one (1) groundsman to work the evening shift from beginning Monday, July 21, 2008 through Sunday, August 10, 2008. This crew will be scheduled to work from 3:30 PM to 11:30 PM with one-half (1/2) hour, paid lunch break.

In addition to the Line Crews, one (1) WIRE CREW consisting of four (4) electricians are required to work day shift from 7:00 AM - 3:30 PM with one-half (1/2) hour, unpaid lunch break, Monday, July 21, 2008, through Monday August 10, 2008. OEC/OSF anticipates reduction in the number of electricians required for this Wire Crew from Friday, August 1, 2008 through Saturday, August 9, 2008.

One (1) additional WIRE CREW consisting of four (4) electricians will be required to work the evening shift from 3:30 PM to 11:30 PM with a one-half (1/2) hour, paid lunch break, from Monday, July 21, 2008, through Sunday, August 10, 2008. OEC/OSF anticipates reduction in the number of electricians required for this Wire Crew from Friday, August 1, 2008, through Saturday, August 9, 2008.

The Line Crew working foreman on each work shift shall be responsible to supervise the Wire Crew.

The need to work on Saturday or Sunday will be determined by OCE/OSF management at least one (1) day prior to the weekend.

SPECIFICATIONS (Cont'd)

III. NON-FAIR ELECTRICAL SERVICES

Scope: To provide normal on-call and emergency commercial electrical maintenance service to various buildings and outside areas operated and maintained by the Ohio Expositions Commission located on the OEC grounds. Excluded from this contract are capital projects that are bid separately.

Duration of service: The Contractor shall be required to provide said electrical services during all non-fair periods.

Notification for Normal (on-call) Electrical Services: The Contractor shall be notified seven (7) days in advance of electrical requirements that need to be serviced. Such notification shall be provided by the OEC Director of Maintenance or his designee.

Notification for Emergency Electrical Services: The Contractor shall be capable of responding to emergency electric service requirements within two (2) hours after receiving said notification.

Method of Notification: The Contractor shall be notified by telephone for both normal and emergency electrical services. The Contractor shall have the capability to receive telephone communications twenty-four (24) hours a day, seven (7) days a week.

Normal Work days and Hours: Normal work days are Monday through Friday. Normal work hours, 7:30 A.M. to 4:30 P.M.

Overtime Rates: Overtime pay rates shall be provided to only those service personnel that have worked at the OEC the preceding eight (8) hours.

Time charged: The time charged to a job begins at arrival at the OEC, not departure from Contractor's shop or other work location.

Rental of service vehicles: Rental of service vehicles such as vendor's bucket truck, digger derrick, service vehicle, etc., will only be made if necessary to complete the job, and requested by OEC. Vehicles used as transportation only will not be included unless specifically requested by the OEC.

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PRICE SCHEDULE

PREVAILING WAGE CLASSIFICATION	ESTIMATED ANNUAL DAY SHIFT HOURS 7:00 A.M. – 3:30 P.M.	ESTIMATED ANNUAL EVENING SHIFT HOURS 3:30 P.M. – 11:30 P.M	TOTAL ANNUAL ESTIMATED WEEKDAY HOURS	COST PER HOUR
Line Crew, Weekdays only				
Working Foreman	224	168	392	\$64.54
Lineman	320	280	600	\$58.50
Groundsman	104	64	168	\$40.56
Equipment Operator	152	104	256	\$58.41
Wire Crew, Weekdays only				
Electricians	496	496	992	\$62.54
Line Crew, Possible Saturdays				
Working Foreman	24	24	48	\$91.03
Lineman	32	32	64	\$82.90
Groundsman	8	8	16	\$53.31
Equipment Operator	16	16	32	\$82.81
Wire Crew, Possible Saturdays				
Electricians	48	48	96	\$89.03

Insert below the Sunday Premium hourly charges for each of the categories shown.

PREVAILING WAGE CLASSIFICATION	ESTIMATED ANNUAL DAY SHIFT HOURS 7:00 A.M. – 3:30 P.M.	ESTIMATED ANNUAL EVENING SHIFT HOURS 3:30 P.M. – 11:30 P.M	TOTAL ANNUAL ESTIMATED SUNDAY HOURS	COST PER HOUR
Line Crew, Possible Sundays				
Working Foreman	24	24	48	\$109.64
Lineman	32	32	64	\$82.81
Groundsman	8	8	16	\$53.31
Equipment Operator	16	16	32	\$82.81
Wire Crew, Possible Sundays				
Electricians	48	48	96	\$89.03

PRICE SCHEDULE (Cont'd.)

*Overtime Work Rates: Insert hourly overtime rate charges for each of the categories shown for hours an individual works in excess of 40 hours in a work week.			
	Monday – Friday	Saturday	Sunday
Working Foreman	\$91.03	\$91.03	\$109.64
Lineman	\$82.90	\$82.90	\$99.78
Groundsman	\$53.31	\$53.31	\$68.75
Equipment Operator	\$82.81	\$82.81	\$99.78
Electrician	\$89.03	\$89.03	\$107.64

*Not used in the evaluation.

*RENTAL OF SERVICE VEHICLES AND EQUIPMENT (Material cost plus mark-up [not to exceed 15%])		
Bidder to insert rate to provide the following vehicles and equipment for use during the Fair and also non-fair . OEC will determine need for this equipment by July 15 of each year.		
ITEM	QUANTITY	RATE Per DAY
2-man Bucket Truck	2	\$250.00
Scissor Lift (Man Lift)	2	\$50.00
Digger Derrick	1	\$100.00
Service/Pickup Truck	1	\$50.00

CONTRACTOR INDEX

CONTRACTOR AND TERMS:

BID CONTRACT NO.: OT902809-1

0000059889
 Converse Electric, Inc.
 3783 Gantz Road
 Grove City, OH 43123



DELIVERY: per ITB schedule

TERMS: 2%, 10 Days, Net 30 Days

CONTRACTOR'S CONTACT: Randy Caudill,

Telephone: (614) 871-8700
 FAX: (614) 871-8726
 E-Mail: randy.caudill@converseelec.com

CONTRACTOR'S MIS CONTACT: Randy Caudill,

Telephone: (614) 871-8700

Receiving Purchase Order: e-mail
 randy.caudill@converseelec.com