

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

MANDATORY USE CONTRACT FOR: COMPLETE MECHANICAL PREVENTIVE MAINTENANCE SERVICE - HEATING AND COOLING

CONTRACT No.: OT904315

EFFECTIVE DATES: 11/01/14 to 10/31/17

The Department of Administrative Services has accepted bids submitted in response to Invitation to Bid No. OT904315 that opened on 10/15/14. 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](#) (Revised 10/2013), 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 WARRENSVILLE DEVELOPMENT CENTER, 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:

Geraldine Berry, CPPB
geraldine.berry@das.ohio.gov

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

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

* Upon award of this contract, the Index number has been changed from DMR011 to DDD011

Signed: _____
Robert Blair, Director Date

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SPECIAL CONTRACT TERMS AND CONDITIONS

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.

AWARD: The contract will be awarded to the lowest responsive and responsible bidder by low lot total.

EVALUATION: Bids will be evaluated in accordance with Article I-17 of the "Instructions to Bidders". In addition, the state will determine the low lot total price of the bid, the state will multiply the Cost Per Month times the number of months per year (12) to arrive at an annual cost.

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 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.

FIXED-PRICE WITH IN-SERVICE COST ADJUSTMENTS: The Contractor agrees to adjust the total monthly charges for any decrease/increase in the number of systems to be serviced 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.

FIXED-PRICE WITH ECONOMIC ADJUSTMENT: The contract prices(s) will remain firm for the first twelve (12) months duration of the contract. Thereafter, the Contractor may submit a request to increase their price(s) to be effective thirty (30) calendar days after acceptance by DAS. No price adjustment will be permitted prior to the effective date of the increase received by the Contractor from their suppliers, or on purchase orders that are already being processed, or on purchase orders that have been filled and are awaiting shipment. If the Contractor receives orders requiring quarterly delivery, the increase will apply to all deliveries made after the effective date of the price increase.

The price increase must be supported by a general price increase in the cost of the finished supplies, due to increases in the cost of raw materials, labor, freight, Workers' Compensation and/or Unemployment Insurance, etc. Detailed documentation, to include a comparison list of the contract items and proposed price increases, must be submitted to support the requested increase. Supportive documentation should include, but is not limited to: copies of the old and the current price lists or similar documents which indicate the original base cost of the product to the Contractor and the corresponding increase, and/or copies of correspondence sent by the Contractor's supplier on the supplier's letterhead, which contain the above price information and explains the source of the increase in such areas as raw materials, freight, fuel or labor, etc.

Should there be a decrease in the cost of the finished product due to a general decline in the market or some other factor, the Contractor is responsible to notify DAS immediately. The price decrease adjustment will be incorporated into the contract and will be effective on all purchase orders issued after the effective date of the decrease. If the price decrease is a temporary decrease, such should be noted on the invoice. In the event that the temporary decrease is revoked, the contract pricing will be returned to the pricing in effect prior to the temporary decrease. For quarterly deliveries, any decrease will be applied to deliveries made after the effective date of the decrease. Failure to comply with this provision will be considered as a default and will be subject to Provision I.C. "Termination/Suspension" and Provision II. of the "Contract Remedies:" of the "Standard Contract Terms and Conditions".

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 Procurement Services, 4200 Surface Road, Columbus, OH 43228-1395, Attn: Office of Procurement Services, 4200 Surface Road, Columbus, Ohio 43228-1395, Attn: MRO Unit.

SPECIFICATIONS

I. SCOPE

This Invitation to Bid (ITB) and any resulting contract is issued to procure Complete Mechanical Preventive Maintenance Services for the Warrensville Developmental Center (WDC), 4325 Green Road, Highland Hills, OH 44128. Systems to be serviced include heating, ventilation, air conditioning systems and their controls. The bidder shall be regularly engaged in the work described within this ITB.

II. LOCATIONS AND SYSTEMS TO BE SERVICED

1. Cottage 1
 1. Heating
 2. Ventilation
 3. Split-system Air Handling Units Multi-zone
 4. HVAC Controls
2. Cottage 2
 1. Heating
 2. Ventilation
 3. Split-system Air Handling Units Multi-zone
 4. HVAC Controls
3. Cottage 3
 1. Heating
 2. Ventilation
 3. HVAC Controls
 4. Split-system Air Handling Units Multi-zone (2)
4. Cottage 4
 1. Heating
 2. Ventilation
 3. HVAC Controls
 4. Split-system Air Handling Units Multi-zone (2)
5. Cottage 5
 1. Heating
 2. Ventilation
 3. HVAC Controls
 4. Split-system Air Handling Units Multi-zone (2)
6. Cottage 6
 1. Heating
 2. Ventilation
 3. HVAC Controls
 4. Split-system Air Handling Units Multi-zone (2)
7. Cottage 7
 1. Heating
 2. Ventilation
 3. HVAC Controls
 4. Split-system Air Handling Units Multi-zone (2)
8. Cottage 8
 1. Heating
 2. Ventilation
 3. HVAC Controls
 4. Split-system Air Handling Units Multi-zone (2)

SPECIFICATIONS

9. Cottage 9
 1. Heating
 2. Ventilation
 3. HVAC Controls
 4. Split-system Air Handling Units Multi-zone (2)

10. Maintenance/Service Building
 1. Heating,
 2. Ventilation,
 3. Air Handling Units (2),
 4. Make Up Air Unit (fan & coil),
 5. HVAC Controls

11. AC Building
 1. Air handling units with AC (2),
 2. Heating
 3. Ventilation
 4. HVAC Controls

12. CC Building (CC Community Center)
 1. Heating
 2. Ventilation
 3. Air Handling units (5)
 4. Make up unit (1)
 5. AC – Roof Units (2)
 6. Dehumidifier – Desert Air (1)
 7. Heating/AC Unit – Residential
 8. HVAC Controls

13. Campus Wide Location
Reznor Units Hot Water Fan System – (14)

14. Dock and Maintenance Area
Reznor Units Hot Water Fan System – (4)

III. CONTRACTOR'S RESPONSIBILITIES

- A. Mechanical maintenance
- B. Control system maintenance, including temperature control
- C. Water treatment
- D. Air Filter service
- E. All air conditioning (to include 2 each mini split systems)
- F. HVAC controls maintenance-including Johnson Controls Metasys System

IV. APPLICABLE PUBLICATIONS

The Contractor must provide services in accordance with the policies and procedures in the Administrative Rules of the Ohio Department of Mental Retardation and Developmental Disabilities; the policies of the Agency/Center, and Life Safety Code 2000, ICF/MR Medicaid (tag no. W429), and Licensure Regulations that includes but is not limited to the following:

- A. OSHA Hazard Communications Standard 29 CFR 1910.1200. (MSDS)
- B. Life Safety Code 2000, ICF/MR Medicaid (tag no. W429), and Licensure Regulations

The Agency shall provide the Contractor with access to these regulations and standards upon request.

SPECIFICATIONS

V. REQUIREMENTS

A. All preventive maintenance tasks shall be based on a program using each building's run time and on equipment/system maintenance recommendations. As work is performed, it shall be checked off on schedule sheets which shall be kept on file by the Contractor. The Contractor shall immediately provide a schedule sheet copy to agency listing the work performed for each location. The Contractor's files shall be kept for the life of the contract. This and all other work is to be performed by properly trained technicians. All maintenance shall include parts, labor, and materials. Preventive maintenance calls shall include checking the performance of all components and testing, adjusting, calibrating and cleaning of all system components. This mechanical maintenance includes all parts, labor and materials necessary to make repairs.

B. Mechanical Maintenance shall include all of the following units:

1. Heating System

Boilers, burners, furnaces, pumps, heating coils, water strainers, unit heaters, duct heaters, heat exchangers.

2. Cooling System

Air conditioning compressors, package window units (when applicable), package rooftop units, evaporative condensers, air cooled condensers, and pumps.

3. Air Handling System

Fans, motors, air grills, plenums, compressors, registers, air filters, dampers, induction units, mixing boxes, and fan coil units.

4. Miscellaneous Equipment

Exhaust fans, manual valves, float valves, direct expansion valves, thermometers, gauges, magnetic starters, manual motor starters, pump and fan motor starter to their respective motor, check valves, refrigerant piping and piping insulation and refrigerant.

C. Excluded Equipment

1. Maintenance services, including repair, labor and parts replacement for portions of the systems and equipment that are non-maintainable or non-moving, are not required nor included as part of this specification.

2. Other excluded items are: foundations, structural supports, domestic water lines, drains, plumbing, oil lines, gas lines, piping, oil storage tanks, boiler shell and tubes, unit cabinets, boiler trim and refractory material and cooling tower structures.

D. Contractor's Duties

The Contractor shall perform the following general services to the systems and equipment described in Section IIIB. above:

1. Examine each piece of equipment and device to see that it is functioning properly and is in good operational condition.

2. Clean all components including air handling ductwork and exhaust duct work (inside and outside) of dust, old lubricants, etc., to allow the equipment to function as designed.

3. Paint all equipment as needed to prevent and protect against corrosion and deterioration.

4. Lubricate all equipment where needed to permit bearings, gears, and all contact wearing points to operate freely and without undue wear.

SPECIFICATIONS

5. Adjust all linkages, motors, drives, etc. that have drifted from initial design settings and positions.
6. Calibrate all sensing, monitoring, output, safety, and read-out devices for proper ranges, settings and optimum efficiencies.
7. Repair the device by the addition of replacement parts, should the above maintenance not be adequate.
8. Replace the device at cost, with the prior consent and approval of the agency representative, should the above maintenance not be adequate.
9. Tear down major pieces of operational equipment such as refrigeration compressors, water chillers, boilers, seals, etc., and overhaul periodically based on accumulated operating hours as specified by the equipment manufacturers, to prevent breakdowns and to extend the performance life and condition of said items.

E. Parts Replacement

1. All parts, components or devices for the mechanical systems as listed above that are worn or are not in proper operational condition shall be repaired and/or replaced with new parts, components or devices.
2. When equipment or parts are replaced in their entirety and a newer design of this device is available and is functionally equivalent and compatible, the newer design shall be used as the replacement.
3. All repair and replacement parts, components and devices for the mechanical systems and equipment as listed above shall be supplied by the Contractor and shall be included in the cost of the service program.
4. The Contractor shall not be made responsible for repairs or replacements necessitated by reason of negligence or misuse of the equipment by other than the Contractor, or by reason of any other cause beyond the control of the Contractor, except ordinary wear and tear.
5. The Contractor shall be available, at no additional charge, for consultation regarding design changes and equipment selection, based on past experience with similar systems.
6. The Contractor shall provide and maintain a parts supply which shall be located at the Center and at a site agreed upon between the Contractor and the agency. Critical, unique, or frequently used parts and supplies shall be stocked. This equipment shall remain the property of the Contractor until used and/or installed in the mechanical system.

F. Control System Maintenance

1. Control system maintenance includes all parts, materials and labor necessary to repair and, in addition, the necessary replacement of any units listed. All parts replacement shall be made with new parts. Equipment included is: temperature control system, thermostats, pressure controls, relays, limits, valves, valve operators, damper motors, humidity controls, step switches, time clocks, recorders, control panels, gauges, air compressors (for pneumatic control systems), freezestats, and circuit cards, V.A.V. boxes, computerized control systems and sensors (including computer software and hardware).
2. Contractor shall:
 - a. Examine each piece of equipment and device to see that it is functioning properly and is in good operational condition.
 - b. Clean all components of dust, old lubricants, etc., to allow the equipment to function as designed.

SPECIFICATIONS

- c. Lubricate all equipment where needed to permit bearings, gears, and all contact wearing points to operate freely and without undue wear.
- d. Adjust all linkages, motors, drives, etc. that have drifted from the initial design settings and positions.
- e. Calibrate all sensing, monitoring, output, safety, and read-out devices for proper ranges, settings and optimum efficiencies.
- f. Repair the device by the addition of replacement parts, should the maintenance not be adequate.
- g. Replace the device at cost, if needed, in view of its condition, age and cost of previous and subsequent repair.
- h. Test and cycle all equipment as a system after it has been cleaned, lubricated, adjusted and calibrated to see that it is in good operating condition and at optimum efficiency.

3. Parts Replacement

- a. All parts, components or devices of the environmental system as listed above, that are worn or are not in proper operational condition shall be repaired and/or replaced with new parts, components or devices.
- b. When equipment or parts are replaced in their entirety and a newer design of this device is available, and is functionally equivalent and compatible, the device of the newer design shall be used as the replacement.
- c. All repair and replacement parts, components and devices for the environmental systems and equipment listed above shall be supplied by the Contractor and shall be included in the cost of the service program.
- d. All miscellaneous parts and supplies necessary to maintain the environmental systems and equipment shall be supplied by the Contractor and shall be included in the cost of the service program.
- e. The Contractor shall not be made responsible for repairs or replacements necessitated by reason of negligence or misuse of the equipment by other than the Contractor or by reason of any other cause beyond the control of the Contractor, except ordinary wear and tear.
- f. The Contractor shall be available, at no additional charge, for consultation regarding design changes and equipment selection, based on past experience with similar equipment or systems.
- g. The Contractor shall provide and maintain a parts box which shall be located at the Center at a site agreed upon by the Contractor and the Agency. Critical, unique, or frequently used parts and supplies shall be stocked in this box. This equipment shall remain the property of the Contractor until used and/or installed in the environmental systems.

G. Water Treatment

- 1. The Contractor shall provide a water treatment program designed to provide suitable preventative maintenance to preserve the equipment, maintain its efficiency, prolong its life, and avoid the malfunction or breakdown.
- 2. The water treatment program shall include: hot water boilers, hot water heating system, heat exchangers, and steam boilers.
- 3. The Contractor shall provide a treatment program for control of scale and biological fouling to preserve the equipment, maximize its efficiency and minimize malfunctions.
- 4. The Contractor will regularly examine, test and adjust all treatment devices and perform periodic water analysis. On systems requiring continuous water analysis, a real-time monitoring system will be installed. This unit will be programmed to analyze water and automatically adjust chemical feed rates and bleed intervals.

SPECIFICATIONS

5. Hot Water Heating System - The Contractor shall drain system of existing water and chromate compound, if any, and refill system with clean water and add the required dosage of chemical treatment. Chemical shall be a non-chromate compound such as the borate nitrite type. Chemical shall be acceptable to environmental protection agencies as a non-pollutant.
 6. Heat Exchanger System
 - a. The Contractor shall drain and completely flush heat exchangers when necessary.
 - b. The Contractor shall use a chemical which is multi-duty scale and corrosion inhibitor. The chemical shall be a non-acid, non-chromatic, non-toxic, and shall be bio-degradable. The chemical used shall be approved by the environmental protection agencies as a non-pollutant.
 7. The Contractor is responsible for water treatment as listed above in all the buildings covered by this specification.
- H. Air Filter Maintenance
1. The Contractor shall provide air filter service for each air handler system, which includes labor, frames and replacement filter media and other materials necessary for this service. Replacement shall be as needed.
 2. Frame Filters
 - a. Air filter retaining frames shall be of the permanent type, designed to hold disposable polyester filter pads. Frames shall be designed for use in holding frames or slide-in applications.
 - b. The metal frame section shall be of all-welded construction. The frame shall be fabricated of minimum 20 gauge zinc-coated steel. The black media retainer shall consist of a wire grid (minimum 11 gauge wire) or expanded metal (minimum 18 gauge), which shall be welded to the frame section. The front retainer shall be fabricated in the form of a wire grid door, double-hinged with snap-locks, or wire grid built-in frame with snap-lock feature. The retainer frames shall be constructed for heavy-duty application. Front retainers with spring wire media retention shall not be acceptable.
 - c. Frame filters shall consist of a separate frame and filter media to allow a variety of options in types of filter media, if necessary.
 - d. Air filter media, as applicable shall be replaced on an as-needed basis, but not to exceed sixty (60) days' time limit.
 3. Filter Media
 - a. Filter media shall be standard polyester fiber and shall be bonded together preventing fiber shredding and blow-through for maximum efficiency.
 - b. Filter media shall be available in either standard in either standard dry media or tackified type. Filter media shall have an average A.F.I. rating of not less than 81% efficiency.
 - c. Filter media shall be of the fire retardant type of at least Class 2 rating.
 4. Roll Media

Roll media for roll type filters shall be made available in varying widths to meet the need of the agency and shall be available in dry or tackified fiber with a standard A.F.I. rating of not less than 71% efficiency.
 5. Permanent filters, if not used, shall be turned over to the Center.

SPECIFICATIONS

I. Additional Service

1. The Contractor shall be responsible for scheduling the preventive maintenance. Task functions are to be performed on each scheduled call by operating hours pertinent to each task.
2. The program of preventive maintenance shall list any special tools, lubricants, etc. that are required for maintenance of the apparatus concerned. Master records shall be maintained in the Contractor's office and the Contractor shall adhere to such schedules.
3. The Contractor shall have in his possession the manufacturer's specified maintenance and repair procedures and complete parts lists for all equipment to be maintained.
4. The Contractor shall provide, upon request, a complete explanation of the method by which they will accomplish the preventive maintenance and repair services required by this contract.
5. The Contractor shall report to the agency's designee daily when on the job.

J. Scheduled and Emergency Service

1. All scheduled preventive maintenance under these specifications shall be performed between 8:00 A.M. and 4:00 P.M., Monday through Friday.
2. Emergency services, including overtime service, shall be included and shall be at no additional cost to Agency. The Contractor shall provide emergency service on a 24-hour, 7-day-a-week basis, all year. Response time shall be a maximum of 4 hours, or the Agency reserves the right to bill the Contractor \$50.00 per hour for response time exceeding 4 hours.
3. The Contractor shall show proof of existing night and weekend emergency paging system.
4. The Contractor shall contact the Center Maintenance Department each duty day, Monday through Friday, to be briefed on any problems prior to the start of the normal work shift.
5. The Contractor must spend a minimum of 50 man-hours per month at WDC performing preventive maintenance services.

K. Parts and Complete Replacements

1. The Contractor will repair or replace worn parts or complete components with new parts. Reconditioned components may be used only when delivery time of new components is excessive and it is mandatory to get a piece of equipment into operation.
2. Damage obviously due to vandalism will cause the Agency to reimburse the Contractor for replacement parts used plus labor necessary to install parts.
3. In the event a complete unit needs replaced as a result of repairs no longer being adequate, the Contractor shall present the information to the agency for prior approval before any replacement is made. Complete unit replacements shall be at cost and Contractor must provide the agency with a copy of the invoice.

L. Special Conditions

1. The Contractor shall not be required to make safety tests and to install new attachments or additional controls or equipment as recommended by any governmental authority, nor to make replacement mentioned herein with parts or devices of a different design for any reason whatsoever, except as covered by sections III-E.2. and III-F.3b. above. The Contractor shall be reimbursed for any expenses, parts or labor which is incurred because of the above-mentioned work.
2. The Agency will provide access to all devices which are to be serviced. The Contractor shall be free to start and stop all primary equipment incidentals to the operation of the mechanical system(s) as arranged with and directed by the agency or their duly authorized representatives. The Agency will take responsibility for equipment malfunction where such access is denied.

SPECIFICATIONS

3. The Contractor shall provide services in accordance with the policies and procedures in the Administrative Rules of the Ohio Department of Mental Retardation and Developmental Disabilities; the policies of the Agency/Center, and Life Safety Code 2000, ICF/MR Medicaid (tag no. W429), and Licensure Regulations. The Agency shall provide the Contractor with access to these regulations and standards upon request.
4. The Contractor shall have each person who performs service work to complete a report with a brief description of work performed. A copy of the service report is to be given to the Agency prior to leaving the job site.

M. Bidder Qualifications

The Bidder shall submit with its bid, written evidence of at least one similar full maintenance program currently under contract with his company or local branch office. Example contracts are to be on an annual price basis, and are to include the following information:

1. Contact name, location and phone number for reference check.
2. Size of System: total tons of cooling, BTU's heating.
3. Number of year's full maintenance program has been in effect, without interruption.

The Bidder will also provide the following additional written information with their bid:

1. Number of qualified service technicians now employed.
2. List proposed technicians grades and skill specializations.
3. Number of equipped HVAC service trucks.
4. Description of emergency parts inventory system.

PRICE SCHEDULE

COMPLETE HEATING AND COOLING MECHANICAL PREVENTIVE MAINTENANCE
FOR
WARRENSVILLE DEVELOPMENTAL CENTER

OAKS ITEM I.D. 26551

| Description | Cost Per Month |
|--|-----------------------|
| Preventive Maintenance Service-Heating and Cooling | \$ 3,990.00 per month |

CONTRACTOR INDEX

CONTRACTOR AND TERMS:

OAKS I.D.# - 73510
The K Company, Inc.
2234 S. Arlington Road
Akron, OH 44319

BID CONTRACT NO.: OT904315-1 (10/31/17)

DELIVERY: per ITB schedule

TERMS: Net 30 Days

CONTRACTOR'S CONTACT: Marc Muckensturm

Telephone: (330) 773-5125
FAX: (330) 773-2962
E-Mail: marcm@thekcompany.com

To allow for any potential future price increases, the table below must be completed. Total must equal 100%.

| Administrative Cost | Labor Cost | Transportation Cost | Materials (Parts) | Other Cost (Define) |
|---------------------|------------|---------------------|-------------------|---------------------|
| 5% | 60% | N/A % | 35 % | N/A % |