

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: High Rise Swing Stage Scaffolding, One-Time Repair, Maintenance and Certification of Equipment, And Annual Repair, Maintenance and Recertification of Equipment

CONTRACT No.: OT906515

EFFECTIVE DATES: 03/04/15 to 02/28/18

The Department of Administrative Services has accepted bids submitted in response to Invitation to Bid No. OT906515 that opened on 01/26/15. 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 Department of Administrative Services (DAS), Office of Properties and Facilities, 4200 Surface Road, Columbus, OH 43228; locations listed herein. , 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:

Gail Harper-Perry, CPPB
gail.harper-perry@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>

Signed: _____
Robert Blair, Director Date

TABLE OF CONTENT

<u>CLAUSES</u>	<u>PAGE NO.</u>
Special Contract Terms and Conditions	3
Amendments to Contract Terms and Conditions	3
Delivery and Acceptance	3
Mandatory Site Visits	3
Contract Award	3
Contract Renewal	3
Evaluation	3
Usage Reports	3
Fixed-Price with Economic Adjustment	3-4
Specifications	5-7
I. Scope	5
II. Equipment Description	5
III. Rhodes Tower & Vern Riffe Tower	5
IV. Rhodes Tower Center Building Specific	6
V. Vern Riffe Center Building Specific	6
VI. Annual Repair and Maintenance, Recertification of Equipment Requirements	6
VII. Contractor Qualifications	6-7
Price Schedules	8
Contractor Index	9

SPECIAL CONTRACT TERMS AND CONDITIONS

AMENDMENTS TO CONTRACT TERMS AND CONDITIONS: The following Amendments to the Contract Terms and Conditions do hereby become a part hereof. In the event that an amendment conflicts with the Contract Terms and Conditions, the Amendment will prevail.

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.

MANDATORY SITE VISITS: Mandatory site visit(s) are required to survey the facility(ies) to become familiar with the Bid. The site visit will commence promptly, barring an unforeseen circumstance that results in a delay of the site visit. Attendance will be taken. The State will not be responsible to a Bidder for their failure to obtain information discussed during the site visit due to their arriving after the site visit has convened. Bidders who fail to attend the Mandatory Site Visits will be deemed not responsive. Site Visit scheduled dates and times are listed below.

Please contact the facility(ies)/institution(s) you wish to visit during regular business hours to make arrangements for authorization to enter the facility.

CONTACT:	LOCATION:	DATE:	TIME:
Contact: Brian Hammen Phone: 614-644-9854	Vern Riffe Center Tower for Government & the Arts 77 S. High St Columbus, OH 43215	01/15/15	10:00 AM-11:00 AM
Contact: Ryan Dalton Phone: 614-466-1268	James A Rhodes State Office Tower Building 30 E Broad St Columbus, OH 43215	01/15/15	11:15 AM – 12:15 PM

CONTRACT AWARD: The contract will be awarded to the lowest responsive and responsible bidder. Failure to bid all items may result in the bidder being deemed not responsive.

CONTRACT RENEWAL: The following supersedes Article S-6 of the Supplemental Contract Terms and Conditions. This Contract may be renewed solely at the discretion of DAS for a period of one month. Any further renewals will be for an appropriate period of time. The cumulative time of all renewals may not exceed thirty six (36) months unless DAS determines that an additional renewal is necessary.

EVALUATION: Bids will be evaluated in accordance with Article I-17 of the "Instructions to Bidders". In addition, the state will:

Step One: Add One Time Certification of Equipment and Repair Maintenance Cost for each building with Annual Repair Maintenance and Recertification Cost for each building to get Total Cost per building. Step Two: calculate the Hourly rates for each of the four Hourly Rates listed; and calculate the cost for Parts by applying the Markup to \$500.00. Step Three: Add these six totals for total cost for each facility listed to arrive at the lowest responsive and responsible Bidder. Failure to Bid any item may result in the Bid being deemed as non-responsive and no further consideration for award given.

USAGE REPORTS: Every six months the Contractor must submit a report indicating sales generated by this contract. The report shall list usage by facility, 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: Procurement Services/DAS079.

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 sixty (60) 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 his 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.

SPECIAL CONTRACT TERMS AND CONDITIONS

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".

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SPECIFICATIONS

I. SCOPE:

The Contractor shall provide the Department of Administrative Services (DAS) two high rise locations listed herein with scaffold swing stage maintenance repair services and certification of equipment. The Rhodes Tower is a 41 story high rise building and Vern Riffe Center is a 32 story high rise building. The awarded Contractor is to provide two types of services. The first service is a one-time certification of equipment, repair and maintenance of swing stage scaffolding equipment. The Contractor must complete restoration of equipment by rebuilding to complete function and certify equipment for one year. The Contractor shall maintenance equipment to comply with current OSHA 29 CFR 1926 guidelines. The one time repair maintenance and certification is to be completed as specified in Bid after award of Contract. Secondly, following the one time certification of equipment and repair and maintenance, the equipment is to be repaired, maintained and recertified annually throughout the contract term.

These services include providing all materials, equipment, labor and transportation necessary for the successful completion of work under the terms and conditions contained herein for all equipment listed.

II. EQUIPMENT DESCRIPTION:

Rhodes Tower has three units of scaffold swing stage systems. There is a long system, intermediate system (two cables small system) and a single cable system. The Vern Riffe Center has one unit swing stage scaffold system. The equipment was last serviced approximately 15 years ago. The scaffolding is used to take care of building exterior for caulking, cleaning windows and minor repairs.

III. RHODES TOWER & VERN RIFFE TOWER:

All one-time certification of equipment and repair and maintenance tasks as listed below are to be completed, in addition to any building specific requirements listed on the following page(s). For items A-N below along with the building specific work, the Contractor is to include all costs in the one time flat rate as specified on the Price Schedule page. All recommended work must be scheduled by facility manager prior to repair.

- A. The Contractor shall inspect all facets of scaffold and operation.
- B. The Contractor shall analyze all electric and computer circuits and lines for operation, continuity, and condition.
- C. The Contractor shall analyze all mechanical operational systems.
- D. The Contractor shall analyze hoist motors and facilitate operation.
- E. The Contractor shall inspect cables for possible replacement need.
- F. The Contractor shall inspect scaffold cart for operational functions. Rebuild and repair as necessary.
- G. The Contractor shall be prepared to hang scaffold over wall and operate with track guides engaged.
- H. The Contractor shall lubricate all facets of system.
- I. The Contractor shall determine materials needed and conduct all repairs that are required prior to operating over the wall.
- J. The Contractor shall conduct pull tests on roof anchor purchase points with a dynamometer or equivalent. Repair as necessary.
- K. The Contractor shall test all davits and davit pods for integrity and structural compliance. Repair davits as necessary.
- L. The Contractor shall after all repairs, hang each scaffold over the wall and operate to assure full operational capabilities.
- M. The Contractor must provide a certificate to the building owner which names the equipment that was brought up to current OSHA 29 CFR 1926 guidelines.
- N. The Contractor must provide two copies of illustrated operating manuals in print and electronic form to the building owner. This documentation is to be provided after work has been completed and scaffolds are put into service.

SPECIFICATIONS

IV. RHODES TOWER CENTER BUILDING SPECIFIC:

All one-time certification of equipment and repair and maintenance are to be completed prior to June 1, 2015.

V. VERN RIFFE CENTER BUILDING SPECIFIC:

All one-time certification of equipment and repair and maintenance are to be completed within 5 months after award. The Contractor shall inspect skylight gantry style access system to vaulted roof and make repairs as necessary.

VI. ANNUAL REPAIR AND MAINTENANCE, RECERTIFICATION OF EQUIPMENT REQUIREMENTS:

Recertification of equipment, Repair and Maintenance program to be completed annually through contract term. For items A-J below, the Contractor is to include all costs in the annual price as specified on the Price Schedule page. All recommended work must be scheduled by facility manager prior to repair.

- A. The Contractor shall inspect all scaffold systems every spring (March/April), or prior to anticipated use.
- B. The Contractor shall inspect all working and non-working components including hoist motors (to be completely rebuilt every three years), cables and all connections.
- C. The Contractor shall inspect all electric and electronic components and cords.
- D. The Contractor must perform inspection and or testing to also include all roof top systems; davits, anchor pods, roof carts and all points of attachments.
- E. The Contractor costs are to include standard replacement parts and all usual wear items (example: rollers).
- F. The Contractor must provide a separate cost for cable replacement complete, for when this operation is required.
- G. The Contractor shall provide all labor with respective hourly labor rates for all work approved to be performed outside of normal anticipated work.
- H. The Contractor shall provide training for others to use scaffolding system.
- I. The Contractor must recertify swing stage equipment to minimum OSHA recommendations.
- J. The Contractor may provide any recommended work items they feel are required for work that is not listed within the specifications in the above annual repair sections A-I. These costs are to be priced at hourly rates according to the Price Schedule page.

VII. CONTRACTOR QUALIFICATIONS:

A. Safety

The Bidder under consideration is to have a documented and mandatory scaffolding safety training program and must provide the manual with their Bid.

B. Skill Level

1. The awarded Contractor must be a current Member of Scaffold & Access Industry Association (SAIA).
2. The Contractor is to have a minimum of five preceding and continuous years in, and currently in, business as a manufacturer and service/repair contractor for permanently installed suspended scaffold systems.
3. The Contractor is to have at least three technicians available and a minimum of at least one such individual is required at each project. A technician has a thorough understanding of the principles of operation and safety requirements of swing stages and is capable of identifying existing and predictable hazards in the surroundings or working conditions which are hazardous, or dangerous and who has authorization to take prompt corrective measures to eliminate them. The person must have at least 5 years of experience operating and repairing swing stages on mid and high rise buildings.
4. The Contractor is to have at least one Mechanical/Structural Engineer registered with the State, to stamp any system change modifications to scaffolds or systems, if required.

SPECIFICATIONS

C. Response Time

1. The Contractor has the ability and manpower to complete the work specified in the time frame stated in the specifications.
2. The Contractor is to guarantee a maximum of 4 hour onsite response time in the event of an emergency on a 24/7 basis.
3. The Contractor is to have a mini-service center that can be set up on site to conduct scaffold repairs. Off site can be utilized only for component rebuilding.
4. The Contractor is responsible for parts research and identifying availability of parts for the repair of scaffold components. This person is to be available during the contract and one year following the contract and/or after all repairs are made, whichever is later.
5. No subcontracting is permitted for this Contract.

D. Additional Insurance Requirement

The Contractor must carry a minimum of \$10 Million Aggregate Insurance Certificate prior to inception of any work.

PRICE SCHEDULE

Pricing below covers the certification, maintenance and repairs listed under each building.

There will be one award for all facilities. Bidders must submit a price for every item listed. Failure to Bid all items will result in a disqualification.

ONE TIME CERTIFICATION OF EQUIPMENT AND REPAIR MAINTENANCE COST TO BE COMPLETED AS SPECIFIED AFTER AWARD. THESE COSTS ARE IDENTIFIED IN SECTIONS III, IV AND V.

<u>Item Number</u>	<u>Building</u>	<u>Price</u>
27055	RHODES (FRANKLIN)	\$ <u>135,210.00</u> one-time flat rate
27056	RIFFE (FRANKLIN)	\$ <u>33,195.00</u> one-time flat rate

ANNUAL REPAIR MAINTENANCE AND RECERTIFICATION OF EQUIPMENT COST TO BE THROUGH CONTRACT TERM. THESE COSTS ARE IDENTIFIED IN SECTION VI.

<u>Item Number</u>	<u>Building</u>	<u>Price</u>
27057	RHODES (FRANKLIN)	\$ <u>15,880.00</u> annually
27058	RIFFE (FRANKLIN)	\$ <u>10,100.00</u> annually

HOURLY REPAIR COSTS:

If the need arises for repair of any of the components and DAS approves the Contractor to complete these repairs, the Contractor shall bill Time and Materials at the following costs. Hourly repair costs are applicable when the recommended repairs fall outside of the specifications provided within this Bid document.

<u>Item Number</u>	<u>Item</u>	<u>Discount Hourly Rates</u>
27059	Discount Labor Hourly Rate (Regular Business Hours, M-F)	\$ 58.95/hour
27060	Discount Labor Hourly Rate (Overtime: Non Business Hours: Evenings & weekends: M-F)	\$ 88.43/hour
27061	Discount Holiday Hourly Rate	\$ 117.90/hour
27062	Discount Emergency Hourly Rate	\$ 117.90/hour
27063	Parts: Parts shall be at List Price plus the markup % stated. Contractor must include invoice for any parts.	5 % above List

Bid Automobile Liability Checklist:

Contractor will indicate, by checking the appropriate box(es) below, which mode of transportation will apply to this contract.

- Bidder/Broker ("The Contractor") or their Sub Contractor will make delivery or be performing services using a vehicle that is owned, leased or rented. Provide Certificate of Insurance documenting automobile liability with a Combined Single Limit of \$500,000.00.
- Goods/Services will be delivered via common carrier.
- No employee or representative of the contractor will have cause to be on state property to make deliveries or to perform services.

CONTRACTOR INDEX

CONTRACTOR, TERMS, AND SHIPMENT:

BID CONTRACT NO.: OT906515-1



0000227057
Masonry Restoration Technologies & Services LLC
4775 Bowsher Road
Lima, OH 45806

TERMS: 4%-10, Net 30 Days

DELIVERY: As Specified

CONTRACTOR'S CONTACT: Bill Walter

Telephone: (419) 863-4079

E-mail address: bill@masonrytechnologies.com

Preferred Method of Ordering: Email bill@masonrytechnologies.com