

**BID to the
City of Piqua, Ohio
Purchasing Department**

Date: 11-30-09

Reply to IFB 9035 No Later Than: 2:00 PM on 12-14-09

**Via fax to 937-778-1130, or e-mail at byount@piquaoh.org, or mail and/or hand delivery to
The City of Piqua, Attn: Bev Yount, 201 W. Water St., Piqua, OH 45356**

The undersigned proposes and agrees to furnish any or all items bid at the prices stated herein. Please call Bob Graeser, Project Manager, at 937-778-2044 or Bev Yount, Purchasing Analyst, at 937-778-4002 with any questions. Contract will be with the Fort Piqua Hotel Master Tenant, LLC.

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1. Provide HVAC preventative maintenance services for the Fort Piqua Plaza located at 110-122 W. High St., Piqua, OH 45356, for the period of 1/1/10 through 12/31/10. The contract will automatically renew for another 12 months and from year to year thereafter until cancelled. This contract may be cancelled by either party by written notification to the other party at least thirty (30) days prior to the desired termination date. Upon mutual consent, the contract may be adjusted on the anniversary date for changes in labor and material costs.

Price includes all labor and materials to provide the recommended preventative maintenance for the equipment specified on the attached equipment list on a semi-annual basis. Work shall be performed between the hours of 8:00 a.m. and 4:00 p.m., Monday – Friday, excluding legal holidays. Contractor agrees to provide the City with reports indicating the service work performed.

Annual Fee \$ _____

THE UNDERSIGNED HEREBY CERTIFIES THAT ITEMS FURNISHED AS A RESULT OF THIS BID WILL BE IN FULL ACCORDANCE WITH THE CITY OF PIQUA SPECIFICATIONS APPLYING THERETO UNLESS EXCEPTIONS ARE STATED ABOVE.

All delivery costs are included in this quotation regardless of F.O.B. designation.

Bidding Company: _____

Cash Discount Allowed: _____% 10th Proximo.
Leave blank if your terms are Net 30 days.

Address: _____

Delivery will be made within _____ calendar days after receipt of order.

City _____ State _____ Zip Code _____

By: _____
(please print or type) Name and Title

Prices quoted will remain firm for acceptance within 60 calendar days after bid opening unless otherwise stated.

Signature: _____

Phone No.: _____ /Fax No.: _____

E-mail address: _____

Fed. I.D. No.: _____

E-mail Address: _____

Standard Terms and Conditions

1. **BILLING:** All goods or services must be billed to the City of Piqua and at prices not exceeding those stated on the purchase order. If prices or terms do not agree with your quotation, you must notify the Purchasing Department within three business days or your disagreement is waived.
2. **INVOICE:** Prepayment or progress payments are not permitted unless prior permission is obtained from the Finance Department. All invoices are to be in duplicate and are to be mailed to the Finance Department and shall reference the City's purchase order number. Failure to include the purchase order number may prevent timely payment. Each purchase order must be invoiced separately. Unless specified otherwise, the invoice will only be paid upon completion of the order.
3. **CASH DISCOUNTS:** All cash discount terms will be effective from date of actual receipt and acceptance of the items purchased, or receipt of correct and acceptable invoice, whichever is later.
4. **FREIGHT: NO COLLECTION FREIGHT SHIPMENTS WILL BE ACCEPTED.** All quotations are solicited on a "delivered price" basis. When, in rare instances, the City accepts a quotation not including all shipping charges, your claim for reimbursement, must be itemized on the invoice and supported with a copy of the original freight bill.
5. **TAXES:** The City of Piqua is exempt from payment of Federal excise taxes and State retail sales taxes. Our Federal Excise Tax Exemption Certificate Number is 31-6000136. You are responsible for all Social Security taxes and Workers' Compensation contributions for yourself or any of your employees.
6. **DELIVERIES:** All deliveries on this order must be in full accordance with specifications, properly identified with the purchase order number and must not exceed the quantities specified.
7. **CANCELLATION:** The City of Piqua reserves the right to cancel this order by written notice if you do not fulfill your contractual obligations with respect to timeliness, quality and/or any other reason.
8. **DEFAULT PROVISIONS:** In case of your default, the City of Piqua may procure the items from other sources and hold you responsible for any excess costs occasioned thereby and any other damages permitted by law, if you have been notified in writing by the City of Piqua you are in default and you have failed to cure the default within the time specified.
9. **NO VERBAL AGREEMENTS:** The City of Piqua will be bound only by the terms and conditions of this order, and will not be responsible for verbal agreements made by any officer or employee of the City of Piqua.
10. **PATENT AND COPYRIGHT INFRINGEMENT:** It is hereby understood (and by acceptance of this order) you agree to defend, indemnify and save harmless the City of Piqua, Ohio, its officers, agents and employees from any and all loss, costs or expense on account of any claim, suit or judgment as a result of, caused by, or incident to any patent, copyright or trademark infringement and/or royalty, actual or claimed, because of the use or disposition by said City of any article enumerated on this order and sold to said City pursuant to this order.
11. **INSPECTION:** The City of Piqua may inspect the items ordered hereunder during their manufacture, construction and/or preparation at reasonable times and shall have the right to inspect such items at the time of their delivery and/or completion. Items furnished hereunder may at any time be rejected for defects revealed by inspection, analysis, or by manufacturing operations or use after delivery even though such items may have previously been inspected and accepted. Such rejected items may be returned to you for full refund to City of Piqua including shipping and transportation charges.
12. **WARRANTY:** You warrant that the items and their production or completion shall not violate any federal, state or local laws, regulations or orders. You warrant all items delivered hereunder to be free from defects of material or workmanship, to be good quality, and to conform strictly to any specifications, drawings or samples which may have been specified or furnished by the City of Piqua, and you further warrant that you have good title to the items free and clear of all liens and encumbrances and will transfer such title to the City of Piqua. Said warranties shall not negate nor limit any implied warranties of merchantability or fitness. This warranty shall survive any inspection, delivery, acceptance or payment by the City of Piqua.
13. **RISK OF LOSS:** Title and risk of loss to and with respect to the items shall remain with you until the items in a complete state have been delivered to and accepted by the City of Piqua or to an agent or consignee duly designated by the City of Piqua at the location specified on the face hereof, items which are to be shipped shall be shipped F.O.B. destination unless otherwise specified by the City of Piqua. A packing slip must accompany each such shipment and if a shipment is to a consignee or an agent of the City of Piqua, a copy of the packing slip shall be forwarded concurrently to the City of Piqua. If no such packing slip is sent, the count or weight by the City of Piqua or its agent or consignee is agreed to be final and binding on you with respect to such shipment.
14. **SAVE HARMLESS:** You shall indemnify and hold the City of Piqua, its agents, consignees, employees, and representatives harmless from and against all expenses, damages, claims, suits, or liabilities (including attorney's fees of the City of Piqua) of every kind whatsoever by reason of, arising out of, or in any way connected with, accidents, occurrences, injuries or losses to or any person or property which may occur before or after acceptance of the completed items by the City of Piqua upon or about in any way due to resulting from, in whole or in part, the preparation,

manufacture, construction, completion, and/or delivery of the items, including such as are caused by your subcontractors and excluding only such as are caused by the sole negligence of the City of Piqua other than where the City of Piqua's negligence consists of its failure to discover a condition caused or permitted to exist by you or any subcontractor of yours.

15. **INSURANCE:** If requested by the City of Piqua, you shall maintain policies of liability insurance such types and such amounts and with such companies as may be designated by the City of Piqua, which policies shall be written so as to protect the City of Piqua and you from the risks enumerated in Section 14. Such policies of insurance shall not be cancelable except upon thirty (30) days written notice to the City of Piqua and proof of such insurance shall be furnished by you to the City of Piqua. In addition, such policies shall protect all your subcontractors. You agree to make prompt written report to the insurance company involved of all accidents, occurrences, injuries or losses which may occur and of any and all claims made against the persons insured under said policies of insurance and to send copies of such reports to the City of Piqua within twenty-four (24) hours of the time that you obtained knowledge of the occurrence thereof.
16. **SPECIFICATIONS CONFIDENTIAL:** Any document marked confidential or proprietary, received from The City of Piqua, shall not be released by the Company prior to the City's consent that the information to be released is disclosable and/or a public record. The City shall receive immediate notice of any other document disclosed by the Company.
17. **EXAMINATION OF PREMISES:** If work is to be performed hereunder on the premises of the City of Piqua, you represent that you have examined the premises and any specifications or other documents furnished in connection with the items and that you have satisfied yourself as to the condition of the premises and site and agrees that no allowance shall be made in respect of any error as to such on your part.
18. **CLEANING OF PREMISES:** If work is to be performed hereunder on the premises of the City of Piqua, you shall at all times keep the premises free from accumulation of waste material or rubbish. At the completion of the items you shall leave the premises and the items broom-clean.
19. **EQUAL EMPLOYMENT OPPORTUNITY:**
 - (a) You agree that you will not discriminate against any employee or applicant for employment because of race, color, religion, sex, ancestry, national origin, place of birth, age, marital status, or handicap with respect to employment, upgrading promotion, or transfer, recruitment or recruitment advertising, lay-off determination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
 - (b) It is expressly agreed and understood by you that Section 19 (a) constitutes a material condition of this contract as fully as specifically rewritten herein, also that failure to comply therewith shall constitute a breach thereof entitling the City to terminate the contract at its option.
20. **AGREEMENT TO BE EXCLUSIVE:** This purchase order contains the entire agreement between the parties and supersedes all other oral agreements only when there is no executed contract between the parties. The parties acknowledge and agree that neither of them has made any representation with respect to the subject matter of this purchase order or any representation inducing the execution and delivery of this purchase order, except such representations as are specifically set forth here, and each party acknowledges that it has relied on these representations in connection with its dealings with the other.
21. **GOVERNING LAW:** This purchase order, the performance under it, and all suits and special proceedings under it, shall be construed in accordance with the laws of the State of Ohio. In any action, special proceeding or other proceeding that may be brought arising out of, in connection with, or by reason of this agreement, the laws of the State of Ohio shall be applicable and shall govern to the exclusion of the laws of any other forum, without regard to the jurisdiction in which the action or special proceeding may be instituted.
22. **ADDITIONAL RIGHTS:** Any rights or remedies granted to the City of Piqua in any part of this purchase order shall not be exclusive of, but shall be in addition to, any other rights or remedies granted in another part of this purchase order and any other rights or remedies that the City of Piqua may have at law or in equity in any such instance. Any litigation arising from disputes herein shall be instituted only in Miami County, Ohio.
23. **GOVERNING DOCUMENT:** Should there be any conflict between the terms of the executed contract and this purchase order, the terms of the contract govern.
24. **INDEPENDENT CONTRACTOR:** The contractor, his assigns, heirs, successors, employees and any and all subcontractors are independent contractors and are not agents and/or employees of the City of Piqua.

Equipment Schedule at Fort Piqua Plaza

Quantity	Equipment	Manufacturer	Model #	Serial #	Location
Address: 116 W. High St., Piqua, OH 45356					
	Library				
2	Chilled Water Circulating Pumps - 3HP	Taco	KV4007		Mechanical Room - Basement
2	Chilled Water Circulating Pumps - 15HP	Taco	K56011		Mechanical Room - Basement
5	Hot Water Circulating Pumps - 1/2 & 1 HP	Taco	1935		Mechanical Room - Basement
2	Hot Water Circulating Pumps - 7 1/2 HP	Taco	K4009		Mechanical Room - Basement
3	Mini Ductless Split Systems Handling Unit, Condensing Unit	Mitsubishi	PUZ-A18NHA2		Roof
2	Chillers - Air Cooled - 125 Ton (2) Compressors (10) Condensing Fan Motors	Trane	RTAA125	UQ71106752 UQ71106751	Roof
4	Heat Recovery Make-Up Air Units (8) 20x20x2 Filters (1) A47Belt (1) A48 Belt	Renew Aire	L125-00HE-4XRTV	B077509-12	Roof
4	High Efficiency Boiler - Hot Water 1,000,000 BTU	Patterson Kelley		AY06-07-30538-41	Mechanical Room - Basement
1	Air Handling Unit - 40 Ton Climate Changer (4) 14x24x2 Filters (10) 20x20x2 Filters (2) 5Vx670 Belts	Trane	MCCB040UA0B0UB	K07687754	Mechanical Room
Address: 110 W. High St., Piqua, OH 45356					
	Toone P's at the Plaza				
1	Make Up Air Unit (1) 20x20x1 Filter	Trane	TSCX014		Roof
1	Circulating Pump	Taco	121G3E1		5th Floor Attic
Address: 122 W. High St., Piqua, OH 45356					
	Winans				
1	Exhaust Fan (1) 48 Belt	ACME	VQL700		Roof

Fort Piqua Plaza

(4) High Efficiency Boilers checked every October

Check burner and clean if necessary
Check and record gas pressure
Check and tighten all electrical connections
Inspect pilot assembly, clean as required
Check and clean low water cutoff
Check flame safeguards
Check all operating and safety controls
Check combustion air dampers
Check relief valve
Check operation of boiler
Make recommendations of any required repairs

(4) Heat Recovery - Make Up Air Units checked every April

Inspect blower wheel
Check motor bearings, lubricate if required
Check shaft bearings, lubricate if required
Inspect belt
Inspect fan housing
Check motor starter contacts
Check and record motor amperages
Check and clean burner annually
Check co2 sensors
Check air filters
Make recommendations of any required repairs

(1) Air Handling Unit with Hot and Chilled Water Coils (Heat & Cool) checked every April & October

Check and align blower pulley and sheaves
Check and lubricate motor and blower bearings
Inspect blower wheel
Inspect and adjust belts
Inspect chilled water coil
Check operation of chilled water valve
Check drain pan, flush pan and drain line
Inspect hot water coil
Check operation of hot water valve
Check static pressure control operation
Check operation of return air damper, lubricate as required
Check operation of relief dampers, lubricate as required
Check operation of outside air damper, lubricate as required
Inspect and tighten all electrical connections
Inspect motor starter contacts
Inspect motor overloads
Check line voltage supply and record
Check and record motor amperage
Check and replace air filters, semi-annually
Check freezestat and firestat operations
Check operation control for air handler unit
Inspect fan housing for loose panels, etc.
Make recommendations of any required repairs

(2) 125-Ton Trane Air Cooled Screw Chillers checked every April

Check oil filter pressure drop
Check oil level
Take oil sample for analysis
Clean air cooled condenser
Refrigerant leak test entire machine
Check all condenser fan motors
Check and tighten all electrical connections
Check all starter contacts
Check microprocessor for proper operation
Clean unit and control cabinet
Touch up paint as needed
Fill out operation log sheet
Report any problems to maintenance personnel
Make recommendations of any required repairs

(8) Hot Water Circulating Pumps

Check and lubricate all motor bearings
Check and lubricate pump bearings
Inspect pump seal
Inspect pump coupling
Inspect and tighten electrical connections
Inspect contactor and motor starters
Check and record motor amperages
Check drain pan, flush drain
Make recommendations of any required repairs

(4) Chilled Water Circulating Pumps checked every April

Inspect motor bearings
Lubricate motor bearings
Inspect pump couplings
Inspect pump bearings, lubricate as required
Inspect and tighten all electrical connections
Inspect contactor and motor starters
Check and record motor amperages
Make recommendations of any required repairs

(3) Ductless Split Systems checked every April

Check and align blower pulley and sheaves
Check and lubricate motor and blower bearings
Inspect blower wheel
Check blower belt
Inspect and tighten electrical connections
Inspect contactor and motor starters
Check time of day scheduling
Check air filters, replace if required
Inspect evaporator coil
Check and clean condensate pan and drain
Inspect condenser coil, clean once annually
Check refrigerant charge
Check and record suction and head pressure
Check and record superheat

Check and record subcooling
Check and record temperature drop across evaporator
Check and record condenser fan amp rating and draw
Make recommendations of any required repairs

(1) Make Up Air Fan checked every April

Inspect blower wheel
Check motor bearings, lubricate if required
Check shaft bearings, lubricate if required
Inspect belt
Inspect fan housing
Check motor start contacts
Check and record motor amperages
Clean or change filters
Make recommendations of any required repairs

Bidder's List for IFB # 9035:

1. Reliable Electrical Mechanical Services, Inc.
299 Staunton St.
P.O. Box 1762
Piqua, OH 45356
2. DeBra-Kuempel
Barbara Saville
1948 W. Dorothy Lane
Dayton, OH 45439
3. Smith-Boughan Mechanical
P.O. Box 1235
Lima, OH 45802
4. Applied Mechanical Systems, Inc.
Cindy Payne
5598 Wolf Creek Pk.
Dayton, OH 45426
5. All-Temp Refrigeration, Inc.
18996 State Route 66
Delphos, OH 45833
419-692-5016