

PART 1 – BID REQUIREMENTS

- A. Specifications herein will be incorporated with the State of Indiana *Professional Services Contract Template* (found at <https://www.in.gov/idoa/state-purchasing/contract-administration/contract-forms-manuals-and-templates/>) to create the full **DNR Preventative Maintenance Service Contract**. Prior to submitting their completed *Request for Quotation (RFQ)* bid packet, Contractors are responsible for reviewing all clauses in the template and discussing any desired modifications with the DNR Purchasing Buyer.
- B. Prior to bidding, it is the responsibility of each Contractor to thoroughly familiarize themselves with:
- the location(s) of the proposed site(s),
 - the tools, materials, parts, and labor necessary to execute the required services,
 - each site's seasonal start-up/shut down timing, maintenance histories, and active equipment warranties, and
 - the existence of any deferred maintenance items.
- C. Prior to bidding, and/or as soon as it is known throughout the life of the contract, the Contractor shall notify the State, in writing, of any deferred maintenance, or obsolete equipment, parts or components, that are not maintainable under the terms of the contract. Contractors may perform site visits, if desired, prior to submitting bid proposals to inspect and evaluate all equipment relevant to the contract. If notification of non-maintainable equipment occurs prior to the bid due/open date, then the State will inform other bidders accordingly of the disposition of those items, by addendum of these specifications. If no such notification by the Contractor is given, then the Contractor shall be responsible, at no additional charge to the State, for the preventative maintenance services for all items, regardless of condition, as set forth in this contract.
- D. At a minimum, pricing which shall be included in the Contractor's bid are the following: all overhead, profit, equipment, materials, vehicles, tools, overtime, travel expenses, and labor costs for crews performing the scheduled service visits.

PART 2 – GENERAL REQUIREMENTS

- A. Failure of the Contractor to meet all terms and conditions in the final, executed contract will result in termination of the contract.
- B. Contractor shall perform an initial site inspection separate from and prior to any pre-scheduled service visits. During this initial inspection, the Contractor shall:
- Discuss with the property manager and the operators of equipment, or their designees, any maintenance problems encountered historically,
 - Become aware of manufacturer servicing recommendations and any existing equipment warranties,
 - Develop a maintenance protocol, and
 - Return to proper condition any system that is discovered not to be in proper operation, as defined by equipment maintenance manuals and/or this contract's specifications, and

- Review onsite operations and preventative maintenance documentation (e.g. manufacturer's maintenance recommendations, conditions reports, inspections, etc.) and provide any relevant maintenance documents that may be missing.
- C. It is the responsibility of the Contractor to verify the system equipment and any included appurtenant devices/systems during the initial inspection and, prior to beginning work, provide a written assessment of system equipment and appurtenant devices/systems, including any necessary correction or update to the provided Schedule A (see **PART 9 – SCHEDULE A**).
- D. The State shall provide the Contractor with a reasonable means of accessing the equipment covered by this contract. The Contractor shall be free to start and stop all primary equipment critical to the operation of the systems listed herein as arranged with the site's property manager or their designee.
- E. In the event a system is altered, or if any equipment is added or deleted, the specifications and contract shall be amended by the State as required to reflect these changes.
- F. The Contractor shall be liable for damage to property or injury to persons directly resulting from accidents caused by the performance or non-performance of its obligations under this contract.

PART 3 – EMERGENCY SERVICES

- A. Contractor may be called upon by the State to provide emergency services related to the systems and equipment identified within the scope of this contract. Emergencies shall be considered as additional to, and outside of, the specifications, terms, and conditions, outlined by this preventative maintenance services contract and its related purchase order. Emergency services are defined as work requested by the State which is outside of the dates identified in the planned maintenance schedule submitted by the Contractor and in exception to the conditions and requirements outlined in the contract's technical specifications.
- B. Emergency calls may occur outside of normal business hours, including evenings, weekends, or holidays, and may necessitate the incurrence of overtime to maintain proper operation of the systems listed herein. The Contractor shall respond by phone to an emergency call within thirty (30) minutes and provide onsite service within a timeframe agreed upon with the site's property manager or their designee. If the Contractor is unable to respond timely, or is unable to provide the requested emergency service, then the site's property manager may opt to contact another vendor.
- C. Emergency calls shall be invoiced by the Contractor separately from any planned costs allowable under this preventative maintenance services contract.

PART 4 – CODE REQUIREMENTS AND MANUFACTURER INSTRUCTIONS

- A. Contractor shall perform the work under this contract in accordance with the requirements of manufacturer recommendations, industry standards, and all Federal, State and Local codes govern the requirements of the services. In case of conflicts between State and Local codes and regulations, State codes and regulations shall prevail.
- B. Contractor shall immediately notify the State, in writing, if they observe that these contract specifications are at variance with or in conflict of the service instructions of any manufacturer in any respect.

- C. If the Contractor performs any work contrary to State Building Rules and Regulations, ordinances, or any manufacturer's printed instructions, then the Contractor shall bear all costs resulting from such non-compliance.

PART 5 – SCHEDULING SERVICE VISITS

- A. All work pursuant to the preventative maintenance services contract shall be performed Monday through Friday, between the hours of 8 am and 5 pm (local site time), unless otherwise authorized in advance by the site's property manager or their designee. On each scheduled day of service, prior to performing any work or inspections, the Contractor's personnel shall report to the site's office to inform the site's property manager or their designee of their arrival.
- B. Each preventive maintenance service visit shall be pre-scheduled and directed from a maintenance management program initiated and maintained by the Contractor.
- C. A scheduled visit is defined as the contiguous number of work hours or days required to inspect and service the identified equipment outlined in or implied as covered in the scope of this specification and contract. This, however, does not limit the Contractor from scheduling as many inspections or service calls as deemed practical and necessary to keep all equipment in satisfactory operating condition.
- D. Scheduled visits may not begin until the contract and its related purchase order have been fully executed and approved. The Contractor's preventative maintenance schedule shall be submitted to the site's property manager or their designee, at least seven (7) days prior to the first visit. This schedule shall specify the following:
- Dates of scheduled preventive maintenance service visits per building or equipment
 - Description of service to be performed during each visit
 - Listing of the service report/work order document(s) that will be submitted by the Contractor after each service visit
- E. Once the Contractor's maintenance schedule has been submitted and approved, no deviation from the scheduled date(s) of service shall be permitted without prior approval from the site's property manager or their designee.
- F. Any required call-back maintenance within ten (10) calendar days of a scheduled maintenance visit shall be considered a continuation of the visit service period and not considered as a separate emergency visit. Call backs on failed equipment which has not received the required service within the service period shall be considered as covered expenses within this contract and shall not be charged to the State.
- G. No additional fees shall be charged to the State for time spent by the Contractor's personnel awaiting the arrival of additional coworkers or the delivery of tools, materials, parts, or equipment, nor will additional fees be charged for multiple visits resulting from contractor deficiencies including, but not limited to, inexperienced personnel, incorrect or temporary installation of parts/equipment, or poor workmanship.

- H. If the Contractor does not appear for a preventative maintenance service visit on the scheduled date(s) and has not made any prior reasonable attempt to reschedule the date(s), then payment shall not be approved for that maintenance period.

PART 6 – SERVICE DOCUMENTATION

- A. Immediately upon conclusion of a scheduled preventative maintenance or emergency service visit, the Contractor shall provide the site's property manager or their designee with a legible service report or work order, including any checklist(s) or notes. If, for some reason, the property manager or their designee cannot be located at the conclusion of the service visit, then the service report/work order shall be provided via email or US Mail by the Contractor directly to the site within three (3) business days after the visit.
- B. Service reports/work orders shall state what work was performed on what equipment, as well as the location, the technician's name, the wrench time for each item, and a list of all parts and materials used during performance of the preventative maintenance service visit.
- C. The State shall sign the provided service report/work order and retain one (1) copy. Failure to supply a complete, legible, and acceptable service report/work order will constitute an incomplete service visit.

PART 7 – PAYMENT

- A. Payment shall follow all terms and conditions outlined within the preventative maintenance services contract and/or the associated purchase order.
- B. The contract pricing base bid shall be payable in arrears.
- C. Invoices resulting from preventative maintenance service or emergency visits shall be provided directly to the site's property manager or their designee either at the conclusion of the service visit or via email or US Mail no later than seven (7) business days after the conclusion of the service visit. The State shall require the Contractor to update or adjust the invoice date on any invoices not provided in a timely manner.
- D. Invoices will not be processed until any necessary post-service visit inspections by the State have been completed.

PART 8 – SUMMARY OF WORK

- A. Contractor shall provide sufficient means and methods, including experienced and qualified personnel, to keep all equipment covered by these specifications operating properly.
- B. Contractor shall be able to program and service the control systems specific to the site(s) and equipment included in this agreement and shall be responsible for the procurement of any software required to perform this function.

- C. Work shall be performed on major items of equipment listed in **PART 9 – SCHEDULE A** at the site(s) indicated on this bid/contract, plus any appurtenant devices/systems that are related to the listed equipment covered by this contract.
- D. This preventative maintenance services program shall include the systematic inspections, service, repair, part replacements, call-back service, testing, cleaning and adjustments, as specified herein, to maintain all **Kitchen Equipment** in accordance with manufacturer specifications, industry standards, building codes, and State expectations. This includes, but is not limited to, the major pieces of equipment shown on the Schedule A (see **PART 9 – SCHEDULE A**), and appurtenant devices and systems that are related to the listed equipment.
- E. The Contractor shall make **four (4) pre-scheduled service visits per year**, conducted Quarterly, and perform all necessary preventive maintenance service and repairs as required by these specifications.

PART 9 – SCHEDULE A

For each site covered by this contract, the **Schedule A** provides the following:

- Contact information for the IDNR site's property manager or their designee
- Inventory of equipment to be serviced, including its location at the site, description, manufacturer, and other known identifying information
- List of equipment warranties with expiration dates

The Schedule A shall be updated by the Contractor throughout the life of the contract.

The Schedule A document(s) relevant to this contract are attached to these specifications on the following page(s).