BACKGROUND

The City of Ocala requires the services of an experienced and licensed Fire Extinguisher Technician to perform inspection and maintenance services on portable fire extinguishers in city vehicles.

LICENSING AND EXPERIENCE REQUIREMENTS

- 1. **Licensing Requirement:** Bidder must be a licensed Fire Extinguisher Technician in the State of Florida to submit a bid for this project.
- 2. **Experience Requirement:** Bidder must possess five (5) years of experience in providing inspection and maintenance services for portable fire extinguishers.

INSURANCE REQUIREMENTS

NOTE: STANDARD INSURANCE REQUIREMENTS include General & Auto Liability and Workers Comp.

- 1. **Commercial General Liability:** with limits of \$1,000,000 per occurrence/\$2,000,000 aggregate.
- 2. **Commercial Automotive Liability:** a combined limit of not less than \$1,000,000.
- 3. Workers' Compensation and Employer's Liability: per Florida statutory requirements.

CONTRACT TERM/DELIVERY TIMELINE

- 1. **Term:** The resulting contract will be for an initial term of two (2) years.
- 2. **Renewals:** Two (2) optional, one-year renewal terms.
- 3. **Escalation: Renewal Pricing Increases**. Pricing shall remain firm and fixed during the Initial Term of this Agreement. Any renewal price adjustment shall be subject to negotiation and must be approved by the City of Ocala. Contractor shall submit a written request for price adjustment identifying the reason for the price increase, and attach suitable documentation in support of same, no less than **NINETY (90) DAYS** prior to the expiration of the then existing Contract Term. No retroactive price adjustments will be allowed. Pricing increases shall not exceed the lesser of: (i) the amount of the percentage increase reflected in the Consumer Price Index for all Urban Consumers (CPI-U), not seasonally adjusted, based upon the most recent **TWELVE (12) MONTH** period; or (ii) **THREE PERCENT (3%) ANNUALLY** unless there are mitigating market conditions.

DELIVERY

- 1. Supplies will be delivered or shipped to Fleet Management, 1805 NE 30th Avenue, Building 200, Ocala, FL, 34470.
- 2. Scheduling of all deliveries shall be coordinated with the City Project Manager.

PROJECT SUMMARY, DELIVERABLES AND HOURS

- 1. **Project Summary:** The Contractor will be required to perform the following services for the City of Ocala:
 - Fire extinguishers furnished shall meet the following minimum requirements:
 - o 2.5 lb. fire extinguishers will be rated 2A1OBC.

- o 5 lb. extinguishers will be rated 2A1OBC.
- o 6 lb. fire extinguishers will be rated 2A40BC.
- o 10 lb. fire extinguishers will be rated 4A60BC.
- o 15 lb. CO₂ fire extinguishers will be rated 1OBC.
- o 20 lb. fire extinguishers will be rated 20A80BC.
- Fire extinguishers located near gas pumps will be rated 20BC.
- Vehicle mounting brackets shall be heavy-duty.
- During annual inspections, Contractor shall write all hydrostatic test dates on the top right side of the card (just over serial numbers of the extinguisher).
- Contractor shall verify the serial numbers of each extinguisher.
- Contractor shall furnish a schedule to the City. City shall be made aware of date, time, and plan for vehicles to be available.
- Contractor shall perform testing, and recharging of extinguishers on site, except for hydrostatic testing.
- Contractor shall have a hydrostatic testing facility.
- If during an inspection Contractor identifies a need for an extinguisher replacement, Contractor shall notify the project manager prior to replacing the extinguisher.
- Contractor shall perform an inventory of existing fire extinguishers and furnish a copy to the City Project Manager, City Fire Marshal, and the City's Risk Management Department
- Contractor shall supply stick-on, weather-resistant labels for vehicle fire extinguishers.
- Contractor shall update the inventory list as changes are made and notify the City Project Manager, City Fire Marshall, and Risk Management in writing.
- 2. **Deliverables:** The Contractor shall provide monthly reports of all work in progress. Deliverables must be provided to the City of Ocala Project Manager before payment for such work.
- 3. **Working Hours:** The normal/standard working hours for this project are 8:00 AM 5:00 PM Monday through Friday, excluding holidays. Contractor shall provide 48-hour advance notice to City Project Manager for work outside normal shift hours. The city may decline the request.

CONTRACTOR EMPLOYEES AND EQUIPMENT

- 1. Contractor must utilize competent employees in performing the work. Employees performing the work must be properly licensed or qualified as required by the scope/project.
- 2. The Contractor shall provide an assigned Project Manager, who will be the primary point of contact. Contractor must provide a valid telephone number and address at all times to the City Project Manager. The telephone must be answered during normal working hours or voicemail must be available to take a message.
- 3. At the request of the City, the Contractor must replace any incompetent, unfaithful, abusive, or disorderly person in their employment. The City and the Contractor must each be promptly notified by the other of any complaints received.

- 4. The employees of the Contractor must wear suitable work clothes and personal protective equipment as defined by OSHA. Employees shall be clean and in as good appearance as the job conditions permit.
- 5. Contractor will operate as an independent Contractor and not as an agent, representative, partner or employee of the City of Ocala, and shall control their operations at the work site, and be solely responsible for the acts or omissions of their employees.
- 6. No smoking is allowed on City property or projects.
- 7. Contractor must possess/obtain all required equipment to perform the work. A list of equipment shall be provided to the City upon request.
- 8. All company trucks must have a visible company name/logo on the outside of the vehicle.

CITY OF OCALA RESPONSIBILITIES

- 1. The City of Ocala will furnish, the following services/data to the Contractor for the performance of services:
 - A. Access to City buildings and facilities to perform the work.
 - B. Provide access to drawings, specifications, schedules, reports, and other information prepared by/for the City of Ocala pertinent to the Contractor's responsibilities.
 - C. Provide office facilities for the Contractor, if needed.
- 2. The City reserves the right to purchase any materials for the Contractor to use. The Contractor shall not charge a mark-up fee for material furnished by the City.

CONTRACTOR RESPONSIBILITIES

- 1. The Contractor shall complete all work performed under this solicitation in accordance with policies and procedures of the City of Ocala and all applicable State and Federal laws, policies, procedures, and guidelines.
- 2. The Contractor shall obtain and pay for any and licenses, additional equipment, dumping and/or disposal fees, etc., required to fulfill this contract.
- 3. Installation shall be in compliance with all requirements and instructions of applicable manufacturers.
- 4. Contractor is responsible for any and all damages including but not limited to buildings, curbing, pavement, landscaping, or irrigation systems caused by their activity. Should any public or private property be damaged or destroyed, the Contractor at their expense, shall repair or make restoration as acceptable to the City of destroyed or damaged property no later than one (1) month from the date damage occurred.
- 5. If the Contractor is advised to leave a property by the property owner or their representative, the Contractor shall leave at once without altercation. Contractor shall then contact the City Project Manager within 24 hours and advise of the reason for not completing the assigned project.
- 6. Data collected by the Contractor shall be in a format compatible with, or easily converted to City's databases. A sequential naming convention should be applied to the files and documentation provided to the City.
- 7. The Contractor shall ensure that all documents prepared under this contract have been prepared on a Windows-based operating system computer using the most current version of Microsoft Office, which

Exhibit A – SCOPE OF WORK

includes: Word, Excel, Power Point, Access or any other software as specified and approved by City staff.

SAFETY

- 1. The Contractor shall be fully responsible for the provision of adequate and proper safety precautions meeting all OSHA, local, state, and national codes concerning safety provisions for their employees, sub-Contractors, all building and site occupants, staff, public, and all persons in or around the work area.
- 2. In no event shall the City be responsible for any damages to any of the Contractor's equipment, materials, property, or clothing lost, damaged, destroyed or stolen.
- 3. Prior to completion, storage and adequate protection of all material and equipment will be the Contractor's responsibility.

WARRANTY

- 1. Contractor will provide a one-year material and labor warranty from the date of completion, against operational failure caused by defective material or workmanship which occurs during normal use.
- 2. All manufacturer warranty documentation and owner/operator manuals must be provided before final payment request.

INVOICING

- 1. All original invoices will be sent to: Liza Warmuth, Project Manager, Fleet Management Department, 1805 NE 30th Avenue, Building 200, Ocala, FL 34470, email: LWarmuth@ocalafl.org.
- 2. Contractor will invoice at least once a month.

PRICING AND AWARD

- 1. Bidder must upload a completed Price Proposal with their response.
- 2. Bidder must bid on all line items.
- 3. Bids will be received on a unit price basis. The City will pay the Contractor only for the actual units that the Contractor services or installs.
- 4. Award will be made to the lowest bidder meeting all requirements outlined herein.