

BACKGROUND

1. The City of Ocala requires the services of an experienced Contractor to provide plumbing repair, maintenance, and backflow inspection and repair services at City-owned sites.

LICENSING AND EXPERIENCE REQUIREMENTS

1. **Licensing Requirement:** Contractor must be a licensed Plumbing Contractor and Certified Backflow Tester in the State of Florida to submit a bid for this project.
2. **Experience Requirement:** Contractor must possess five (5) years of experience in providing plumbing repairs and backflow inspections.

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 with the option of two (2), one (1) year renewals.
2. **Renewals:** Two (2) optional, one-year renewal terms.
 - A. **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. Vendor 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.
3. **Lead Time:** The maximum acceptable lead time on materials is two (2) weeks.

DELIVERY

1. Supplies will be delivered or shipped to Fleet and Facilities 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 maintenance, repair, inspections, and/or installation of the following for the City of Ocala:
 - Water and sewer lines

- Water fountains
 - Restroom fixtures
 - Main drain lines and plumbing systems
 - Auxiliary equipment
 - Backflow devices
 - Inspections must be completed annually. The Contractor must provide an annual schedule of inspections to the City Project Manager.
 - Contractor must complete a Backflow Prevention Assembly Test and Maintenance report (provided by the project manager) and attach a service tag to each device after completion of the inspection. A complete report must be provided to the project manager within 14 days of completing the inspection.
 - Contractor must notify the project manager of any service interruptions during testing via email.
 - Contractor must notify the project manager immediately of any illegal cross-connections, incorrect installations, or any hazard to the water system observed during annual backflow testing.
 - The area around the backflow must be returned to the original state upon completion of any repairs.
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 7:00 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.
 4. **Emergency Requests:** Contractor must respond to an emergency request within one (1) hour from the initial notification of the request. Contractor shall begin work as scheduled with the City Project Manager.

LIQUIDATED DAMAGES

1. The Contractor shall pay the City **\$100.00** for each calendar day that expires after the time specified for completion until work is completed.
2. Nothing in this section is intended to limit the right to obtain injunctive relief or any and all relief as may be appropriate. Permission allowing the Contractor to continue and finish any part of the work after the time fixed for its completion or after the date to which the time for completion may have been extended shall in no way operate as a waiver on the part of the City of any of its rights under this Solicitation.

WRITTEN QUOTES

1. The Contractor shall submit a detailed written estimate of any proposed repairs prior to any work being performed by the Contractor. Written quotes shall be submitted within three (3) days of the initial

request by the City. The Contractor shall submit an itemized not-to-exceed price, giving a full description of the project for each project covered by this contract.

2. Written quotes shall list the location name and address. The project estimate shall list each and every item per bid specifications, i.e., items and quantity, and all hardware items used. Each quote shall be submitted to the City Project Manager by email with a clear sketch or drawing (if applicable).

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 markup fee for material furnished by the City.

CONTRACTOR RESPONSIBILITIES

1. The Contractor shall complete all work performed under this solicitation in accordance with the 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 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 includes Word, Excel, PowerPoint, Access, or any other software as specified and approved by City staff.

SUB-CONTRACTORS

1. Contractor must perform a minimum of 30% of the work with their own forces.
2. Services assigned to sub-contractors must be approved in advance by the City Project Manager.

SITE HOUSEKEEPING AND CLEANUP

1. **Cleanup:** The Contractor shall keep the premises free at all times from the accumulation of waste materials and rubbish caused by operations and employees. Such responsibilities shall include but not be limited to:
 - A. Periodic cleanup to avoid hazards or interference with operations at the site, and to leave the site in a reasonably neat condition.
 - B. Work site will be completely cleaned after each day of work.
 - C. Contractor shall dispose of debris in a legal manner.
2. **Final Cleaning:** Upon completion of work, clean the entire work area as applicable.
 - A. All furnishings and equipment shall be placed back in their original locations.
 - B. All work areas must be returned to their original condition.
 - C. The Contractor shall clean and remove from the premises, all surplus and discarded materials, rubbish, and temporary structures, and shall restore in an acceptable manner all property, both public and private, which has been damaged during the prosecution of the work and shall have the work in a neat and presentable condition. *Note: Any and all debris shall be removed from the premises. New construction debris, trash, etc., shall not be left or buried on site.*

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 the final payment request.

INVOICING

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

PRICING AND AWARD

1. Bidder must upload a completed **Exhibit B - Price Proposal** with their response.
2. Bidder must bid on all line items, with the exception of optional items.
3. The City will pay the Contractor only for the actual units that the Contractor provides, installs, or constructs. Lump sum amount must include all direct and indirect costs to complete the project.
4. Award will be made to the lowest bidder meeting all requirements outlined herein.