

BACKGROUND

1. The City of Ocala requires the services of an experienced vendor to provide all materials, labor, supervision, tools, accessories, equipment, permits, fees, testing, surveys, bonds, mobilization, inspections, certifications, and all other things necessary to supply commercial grade liquid sodium hypochlorite to the City's three treatment plant facilities.
2. A total estimated demand of 340,000 gallons per year is used by the City, spread over its 3 facilities. Water Treatment Plant #1 (WTP #1), Water Reclamation Facility #2 (WRF #2) and Water Reclamation Facility #3 (WRF #3):
 - WTP #1 estimates usage of 90,000 gallons per year.
 - WRF #2 estimates usage of 150,000 gallons per year.
 - WRF #3 estimates usage of 100,000 gallons per year.

INSURANCE REQUIREMENTS

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.
4. **Pollution Liability:** for the duration and up to three (3) years after the completion of the project.

CONTRACT TERM

1. **Term:** The resulting contract will be for an initial term of two (2) years.
2. **Renewals:** Two (2) optional, one-year renewal term.
3. **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.

DELIVERY REQUIREMENTS

1. The vendor shall deliver product to each of the treatment facilities within two (2) days of an order being placed.
2. Deliveries are to be made Monday through Friday, between 7:30 am and 2:30 pm.
3. All deliveries shall be made using a properly cleaned carrier tanker truck.
4. Packaging and shipment of liquid sodium hypochlorite shall conform to all current regulations of the State of Florida, United States Department of Transportation and all other applicable regulatory agencies.

5. The vendor shall be responsible for pumping liquid sodium hypochlorite into the storage tanks at each facility and shall provide all hoses, fittings, pumps and other equipment necessary to safely deliver the product.
6. The vendor shall be responsible for and clean up any spills resulting from their activities while unloading the product.
7. Delivery addresses are:
 - WTP #1, 1808 NE 36th Avenue, Ocala FL 34470, phone: 352-351-6682.
 - WRF #2, 4200 SE 24th Street, Ocala FL 34471, phone: 352-401-6928.
 - WRF #3. 3100 SW 67th Avenue Rd, Ocala FL 34474, phone: 352-629-8471

PRODUCT SPECIFICATIONS

1. Liquid sodium hypochlorite supplied under this contract shall be tested and certified as meeting the Specification, the AWWA Standard B300-10 and those of the American National Standards Institute/National Sanitation Foundation Standard 60 (ANSI/NSF Standard 60), Drinking Water Treatment Chemicals Health Effects.
2. Liquid sodium hypochlorite delivered under this Specification shall have a minimum of 120 Grams per Liter (GPL) available chlorine equivalent (a.k.a. 12.0 Trade Percent Available Chlorine) and shall be consistent as determined by chemical analysis.
3. Product shall be a clear, straw-colored liquid with no visible cloudiness, impurities or sediment. It shall contain no soluble materials or organic substances in quantities capable of producing deleterious or injurious effects on the health of those consuming water treated with the liquid sodium hypochlorite.
4. Liquid sodium hypochlorite delivered under this Specification shall have a minimum of 0.20 percent by weight sodium hydroxide and a maximum of 0.40 weight percent sodium hydroxide.
5. All sampling and testing shall be in accordance with EPA and AWWA B300-10 standards.
6. The vendor's delivery trailer shall have a sample port to provide a sample for analysis. City of Ocala personnel, at their sole discretion, may require a sample to be provided by the driver before any shipment is unloaded.
7. Vendor shall supply a Certificate of Conformity with each shipment showing (1) Date and time of manufacture, (2) Percent by weight sodium hypochlorite, (3) Percent by weight excess sodium hydroxide, (4) Specific gravity, and (5) Suspended solids test time.
8. The vendor shall provide a Safety Data Sheet (SDS) for liquid sodium hypochlorite.

VENDOR EMPLOYEES AND EQUIPMENT

1. Vendor 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 Vendor shall provide an assigned Project Manager, who will be the primary point of contact. Vendor 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 Vendor must replace any incompetent, unfaithful, abusive, or disorderly person in their employment. The City and the Vendor must each be promptly notified by the other of any complaints received.
4. The employees of the Vendor 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. Vendor 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. Vendor must possess/obtain all required equipment to perform the work.
8. All company trucks must have a visible company name/logo on the outside of the vehicle.
9. **AMOUNTS DUE TO THE CITY.** Vendor must be current and remain current in all obligations due to the City during the performance of services under the Agreement. Payments to Vendor may be offset by any delinquent amounts due to the City or fees and/or charges owed to the City.

VENDOR RESPONSIBILITIES

1. The Vendor 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 Vendor shall obtain and pay for any and licenses, additional equipment, dumping and/or disposal fees, etc., required to fulfill this contract.
3. Vendor 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 Vendor 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.
4. If the Vendor is advised to leave a property by the property owner or their representative, the Vendor shall leave at once without altercation. Vendor shall then contact the City Project Manager within 24 hours and advise of the reason for not completing the assigned project.
5. The Vendor 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, Power Point, Access or any other software as specified and approved by City staff.

SITE HOUSEKEEPING AND CLEANUP

1. **Cleanup:** The Vendor shall keep the premises free at all times from accumulation of waste materials and rubbish caused by operations and employees. Such responsibilities shall include but not limited to:
 - A. Periodic cleanup to avoid hazards or interference with operations at the site, and to leave the site in a reasonable neat condition.
 - B. Work site will be completely cleaned after each day of work.

- C. Vendor shall dispose of debris in a legal manner.
2. **Final Cleaning:** Upon completion of work, clean entire work area as applicable.
 - A. All furnishings and equipment shall be placed back in the original locations.
 - B. All work areas must be returned to original condition.
 - C. The Vendor 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.*

SAFETY

1. The Vendor 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 Vendor'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 Vendor's responsibility.

INVOICING

1. All original invoices will be sent to: Robyn Preston, Project Manager, Water Resources Department, 1805 NE 30th Avenue, Building 600, Ocala, FL 34470, email: rbpreston@ocalafl.org.
2. Vendor will invoice at least once a month.
3. Vendor will be given a coversheet for their invoice. This coversheet must be filled out correctly and submitted with each invoice.

PRICING AND AWARD

1. The quantities in Price Proposal are estimated based upon past annual usage and should not be construed as guaranteed minimums.
2. Bids will be received on a lump sum basis. Lump sum amount must include all direct and indirect costs to complete the project.
3. Award will be made to the lowest bidder meeting all requirements outlined herein.