

BACKGROUND

1. The City of Ocala seeks to establish multi-award discount contracts with qualified vendors capable of supplying lineman tools, equipment, and related materials on an as-needed basis for use by Ocala Electric Utility (OEU).
2. The successful vendor(s) will be responsible for supplying lineman tools, equipment, and related materials to support the City of Ocala's Ocala Electric Utility. In addition, Vendor(s) shall provide prompt and reliable product availability; maintain competitive and transparent pricing; offer technical support and sourcing assistance upon request; and deliver consistent, responsive customer service throughout the duration of the contract.
3. The resulting contracts will allow the City to procure items from each awarded vendor's complete product catalog at a fixed percentage discount off published pricing. This structure is intended to enhance procurement flexibility, ensure product availability, and support effective cost control.
4. Pricing categories to be included in this scope: Line-man tools, drills, climbing gear, belts, bags, cutters, crimpers, grips, hoists, and other personal protective equipment.

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.

CONTRACT TERM/DELIVERY TIMELINE

1. **Term:** The resulting contract will be for an initial term of three (3) years.
2. **Renewals:** Two (2) optional, one-year renewal terms.
3. **Escalation:** Any price increase for contract renewal will be subject to negotiation as approved by the City of Ocala. In no case will the increase exceed three percent (3%) annually unless there are mitigating market conditions. Prices increases shall be based on the CPI-U and Vendor must submit their request for an increase with CPI justification at least 90 days prior to the end of the current term.

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. 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, Vendor must replace any incompetent, unfaithful, abusive, or disorderly person in their employment. The City and Vendor must each be promptly notified by the other of any complaints received.
4. The employees of 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. 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. City shall designate an authorized representative or Project Manager to serve as the primary point of contact for coordination of purchases, deliveries, and contract administration.
2. City shall issue written requests for quotes, purchase orders, or other authorizations for the procurement of goods under this contract. No work or delivery shall proceed without proper authorization from the City.
3. City shall provide Vendor with sufficient information regarding requested items, including quantities, specifications, delivery location, and required delivery timeframes.
4. City shall evaluate quotes received from awarded Vendors and reserves the right to select the Vendor offering the best overall value based on price, availability, delivery time, and product suitability.
5. City shall provide reasonable access to its facilities and designated delivery locations as necessary for the performance of this contract.
6. City shall review and process invoices in accordance with the terms of the contract, provided that all required documentation has been submitted and accepted.
7. City reserves the right to verify catalog pricing, discounts, and contract compliance at any time during the term of the agreement.
8. City may, at its discretion, furnish materials directly to the Vendor for use under this contract. Vendor shall not apply any markup to materials supplied by the City.
9. City reserves the right to procure similar goods from other sources when deemed to be in its best interest, including but not limited to cases of non-availability, delivery constraints, or pricing considerations.

VENDOR RESPONSIBILITIES

1. Vendor shall perform all work and provide all goods in accordance with the policies and procedures of the City of Ocala and all applicable federal, state, and local laws, regulations, and standards.
2. Vendor shall supply lineman tools, equipment, and related materials from its current published catalog or price list at the awarded discount rate. All items provided shall be new, unused, and meet industry standards for quality and safety.

3. Vendor shall maintain and make available to the City current and accurate catalogs or pricing documentation throughout the term of the contract. The City reserves the right to verify pricing at any time.
4. Vendor shall maintain competitive and transparent pricing.
5. Vendor shall provide written quotes upon request in accordance with the contract terms. Quotes must clearly identify catalog pricing, applicable discounts, and final net pricing, and must include delivery timelines and any additional charges.
6. Vendor shall ensure timely delivery of all ordered materials. Delivery schedules shall be coordinated with the City's designated Project Manager or authorized representative.
7. Vendor shall furnish all labor, supervision, equipment, materials, and resources necessary to fulfill orders under this contract, unless otherwise specified by the City.
8. Vendor shall utilize qualified and competent personnel and shall ensure all employees comply with applicable licensing, training, and safety requirements, including OSHA standards.
9. Vendor shall designate a Project Manager or primary point of contact who will be responsible for communication with the City. Vendor must maintain current contact information and be responsive during normal business hours.
10. Vendor shall promptly address and resolve any issues related to defective, damaged, or incorrect items. Replacement or correction shall be made at no additional cost to the City.
11. Vendor shall comply with all City safety, access, and conduct requirements while on City property, including identification, sign-in procedures, and adherence to the no-smoking policy.
12. Vendor shall maintain accurate records of all transactions under this contract and provide reports upon request or as otherwise required by the City.
13. Vendor shall be responsible for all costs associated with the performance of this contract, including but not limited to licensing, permits, delivery, freight, and disposal fees, unless otherwise approved by the City.

QUOTES (PRE-PURCHASE)

1. Before issuing any purchase order, the City may request a written quote from any awarded Vendor for the specific items required.
2. Vendor shall provide a quote that clearly identifies the requested products, applicable catalog or price list, current list pricing, the contracted discount, and the resulting net price.
3. Quotes shall also include estimated delivery time, shipping costs (if applicable), and any other relevant terms.
4. All quoted pricing must be consistent with the awarded discount structure and remain valid for a reasonable period as specified by the City.
5. The City reserves the right to compare quotes among awarded Vendors and select Vendor offering the best overall value for each purchase.

DELIVERY AND ORDER FULFILLMENT

1. Vendor shall deliver all materials in accordance with the terms of the purchase order and accepted quote. Delivery timelines shall be as specified in Vendor's quote and agreed upon by the City. All deliveries shall be made to the location identified on the purchase order unless otherwise approved by the City.
2. Vendor shall ensure that all materials are properly packaged, labeled, and protected to prevent damage during transit. Vendor shall be responsible for any damage, loss, or shortages occurring prior to delivery and acceptance by the City.
3. Partial shipments are not permitted unless authorized in advance by the City. Vendor shall promptly notify the City of any anticipated delays or supply issues.
4. Deliveries shall be made during normal business hours unless otherwise approved. Vendor shall provide advance notice of delivery, including estimated delivery date and time, to ensure proper receipt and handling by City personnel.

WARRANTY

1. Vendor warrants that all materials, equipment, and supplies provided under this contract shall be new, of good quality, free from defects in material and workmanship, and in conformance with applicable specifications, manufacturer standards, and industry requirements.
2. Vendor shall pass through to the City all applicable manufacturer warranties and guarantees. Copies of such warranties shall be provided to the City upon request.
3. In addition to any manufacturer warranty, Vendor warrants all items for a minimum period of one (1) year from the date of acceptance by the City, unless a longer warranty period is offered by the manufacturer.
4. Vendor shall, at no cost to the City, promptly repair or replace any defective or non-conforming items identified during the warranty period.
5. Vendor shall be responsible for all costs associated with warranty service, including transportation, shipping, and handling.
6. This warranty shall be in addition to, and not in limitation of, any other rights or remedies available to the City under applicable law or contract.

INVOICING

1. All original invoices will be sent to: Ocala Electric Utility, 1805 NE 30th Avenue, Building 400, Ocala, FL 34470 elecadmingrp@ocalafl.gov
2. Vendor shall submit an invoice for each completed delivery of goods under this contract. Invoices shall reference the applicable purchase order number and include sufficient detail to clearly identify the items provided.
3. At a minimum, each invoice shall include: item description, manufacturer or catalog number (if applicable), quantity, unit list price, applicable contract discount, and the resulting net price. All pricing must be consistent with Vendor's submitted quote and awarded discount structure.
4. Vendor shall not invoice for any goods prior to delivery and acceptance by the City.

5. Invoices shall also include any approved shipping or delivery charges as identified in the accepted quote. No additional fees or surcharges shall be applied unless previously authorized by the City.
6. The City reserves the right to reject any invoice that does not conform to the terms of the contract, purchase order, or accepted quote, or that contains discrepancies in pricing or quantities.
7. Vendor shall promptly correct and resubmit any disputed or inaccurate invoices.
8. Payment shall be made in accordance with the City's standard payment terms after receipt of a complete and accurate invoice and acceptance of the goods.

PRICING AND AWARD

1. Vendors shall submit a completed Price Proposal identifying a fixed percentage discount off Vendor's current published catalog or price list. All pricing shall be based on this discount structure.
2. The discount percentage offered shall remain firm for the initial contract term and shall apply to Vendor's entire catalog of lineman tools, equipment, and related materials, unless otherwise specified in the solicitation.
3. Pricing shall include all transportation, insurance and warranty costs. The City shall not be invoiced at prices exceeded those stated in the contract resulting from this bid.
4. Vendors shall agree to notify the City of any price reductions.
5. Vendors must provide a current copy of their catalog or publicly accessible pricing documentation with their submission. The City reserves the right to verify catalog pricing at any time during the contract term.
6. Quantities referenced in this solicitation are estimates for evaluation purposes only and do not guarantee any minimum purchase volume. The City will procure items on an as-needed basis.
7. The City intends to award contracts to multiple Vendors. Award will be made to the responsive and responsible bidders offering the most advantageous discounts and meeting all requirements of this solicitation.
8. The City reserves the right to purchase from any awarded Vendor based on availability, delivery time, product suitability, and overall best value.
9. The City reserves the right to accept or reject any or all responses, waive informalities or irregularities, and make awards in the best interest of the City.