BACKGROUND

1. The City of Ocala is seeking bids from a qualified, experienced Florida-licensed HVAC Contractor to provide heating, ventilation, and air conditioning (HVAC) replacement and repairs on an as-needed basis, supporting the Facilities Management department.

2. Contractor will provide all labor, materials, and equipment necessary to perform the services in strict accordance with the Florida Building Code.

LICENSING, EXPERIENCE AND BACKGROUND CHECK REQUIREMENTS

1. **Licensing Requirement:** Bidder must be a licensed **HVAC Contractor** in the State of Florida to submit a bid for this project.
2. **Experience Requirement:** Bidder must have seven (7) years of experience in repairing and replacing HVAC. Bidder must provide a minimum of three (3) commercial HVAC repair and installation projects/jobs completed in the State of Florida within the past five years with bid submission.
3. **Level II Background Check Requirement:** Contractor employees and all subcontractors working on-site must complete a Level II background check after being awarded the contract. Background checks shall be scheduled with the City of Ocala Project Manager and will be conducted by the Ocala Police Department.

INSURANCE REQUIREMENTS

1. **Commercial General Liability:** Contractor shall procure, maintain, and keep in full force, effect, and good standing for the life of the contract a policy of Commercial General Liability insurance with limits not less than (a) One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) aggregate (or project aggregate, if a construction project) for bodily injury, property damage, and personal and advertising injury; and
   (b) One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) aggregate (or project aggregate, if a construction project) for products and completed operations.
   (c) Policy must include coverage for contractual liability and independent contractors.
   (d) Policy must include Additional Insured coverage in favor of the City.

2. **Commercial Automotive Liability:** Contractor shall procure, maintain, and keep in full force, effect, and good standing for the life of the contract a policy of Commercial Auto Liability insurance with a combined single limit of not less than One Million Dollars ($1,000,000) per occurrence for Bodily Injury and Property Damage arising out of Vendor's operations and covering all owned, leased, hired, scheduled, and non-owned automobiles utilized in said operations. If the vendor does not own vehicles, the Contractor shall maintain coverage for hired and non-owned automobile liability, which may be satisfied by endorsement of the Contractor's commercial general liability policy or a separate commercial automobile liability policy.

3. **Workers' Compensation and Employer's Liability:** Workers' Compensation insurance shall be provided by the Contractor as required by Chapter 440, Florida Statutes, or any other applicable state or federal law, including the U.S. Longshoremen's and Harbor Workers' Compensation Act and the Jones Act.

   (a) Contractor shall similarly require any subcontractors to afford such coverage for all of its

employees as required by applicable law.

(b) Contractor shall waive and shall ensure that Vendor's insurance carrier waives all subrogation rights

against the City of Ocala and its officers, employees, and volunteers for all losses or damages. Contractor's policy shall be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or their equivalent.

(c) Exceptions and exemptions to this Section may be allowed at the discretion of the City's Risk Manager on a case-by-case basis under Florida Statutes, and shall be evidenced by a separate Waiver.

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:** 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. Price increases shall be based on the CPI-U, and the Contractor must submit their request for an increase with CPI justification at least 90 days before the end of the current term.
4. **Lead Time:** The maximum acceptable lead time on materials is two (2) weeks.

DELIVERY

1. Supplies will be delivered or shipped to Fleet Management, 1805 NE 30th Avenue, Building 1000, 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:

- Contractor shall perform all necessary work needed to replace a complete HVAC system upon approval from the project manager.
- Contractor shall inspect, replace, and/or repair components upon approval, such as:
    - Air Conditioner/Heat Pump: Clean coils, check refrigerant levels, replace filters, and repair any leaks or damaged components.
    - Ductwork: Seal leaks, repair or replace damaged sections, and ensure proper insulation.
    - Thermostats: Calibrate or replace thermostats as needed for accurate temperature control
- Contractor shall ensure all work is performed according to industry standards, meeting compliance with all relevant building codes, regulations, and manufacturer specifications.

- Contractor shall test repaired or replaced HVAC systems to ensure proper functionality, efficiency, and safety. Measure airflow, temperature differentials, and system performance to verify optimal operation.
- Contractor shall address any issues or concerns during testing and make adjustments as necessary upon the project manager's approval.
- Upon notification, the Contractor shall perform emergency repairs required in any building or facility covered under this contract. Contractor shall respond within one (1) hour for emergency HVAC repair services. Emergency repair services will be priced per hour.

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 a 48-hour advance notice to the City Project Manager for work outside normal shift hours. The City may decline the request.

WRITTEN QUOTES

1. The Contractor shall submit a detailed written estimate of the proposed services prior to any work being performed by the Vendor. Written quotes shall be submitted within three (3) days of the initial request by the City. The Vendor 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. The 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. The 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 a 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. The 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 Vendor 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 Vendor's responsibilities.
   C. Provide office facilities for the Vendor, if needed.
2. The City reserves the right to purchase any materials for the Vendor to use. The Vendor 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 following 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 permits, licenses, additional equipment, dumping and/or disposal fees, etc., required to fulfill this contract.
3. Installation shall comply with all requirements and instructions of applicable manufacturers.
4. Contractor is responsible for any 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 property owner or their representative advises the Contractor to leave the property, the Contractor shall leave at once without altercation. The 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, the 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. The Contractor must perform a minimum of **70%** of the work with their forces.
2. Services assigned to subcontractors must be approved in advance by the City Project Manager.

SITE HOUSEKEEPING AND CLEANUP

1. **Cleanup:** The Contractor shall always keep the premises free 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 reasonable neat condition.

B. The work site must be completely cleaned after each day of work.
C. Contractor shall legally dispose of debris.

2. **Final Cleaning:** Upon completion of work, clean the 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 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 acceptably 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 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. Before completion, storage and adequate protection of all material and equipment will be the Contractor's responsibility.

DEFAULT

1. In the event of default by the awarded Contractor, the City reserves the right to utilize the next rated bidder meeting specifications as the new Contractor.
2. If this occurs, the next rated bidder meeting specifications shall be required to provide the items at the prices as contained in their proposal for this specification.

WARRANTY

1. Contractor will provide a **(3) three-year warranty** on labor and a one-year warranty on materials from the date of completion against operational failure caused by defective material or workmanship that 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: Gary Crews, Facilities Management Department, 1805 NE 30th Avenue, Building 200, Ocala, FL 34470, email: Facilities@ocalafl.gov.
2. The 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. Bids will be received on a unit price basis. The City will pay the Vendor only for the actual units that the Vendor provides, installs, or constructs.

3. Award will be made to the lowest bidder meeting all requirements outlined herein.