

BACKGROUND**1. Ownership and Operation**

The City of Ocala is the owner and operator of two commercial pools and one commercial splash pad, situated at the addresses set forth below:

- a. Jervey Gantt Aquatic Fun Center, 2390 SE 36th Ave., Ocala, FL 34471
- b. Hampton Aquatic Fun Center, 255 NW Martin Luther King, Jr. Blvd., Ocala, FL 34475
- c. Lily's Pad Splashpad, 2200 NW 17th Place, Ocala, FL 34475

2. Facility Capacities

The Jervey Gantt pool possesses a capacity of 180,000 gallons, the Hampton pool possesses a capacity of 160,000 gallons, and Lily's Pad Splashpad possesses a capacity of 2,800 gallons.

3. Water Treatment Requirements

Each facility herein referenced requires ongoing, year-round chemical water treatment to preserve sanitary conditions, sustain water balance in safeguarding public health, and conform to the safety and sanitation standards mandated by the Centers for Disease Control and Prevention's Model Aquatic Health Code (MAHC) and Chapter 64E-9 of the Florida Administrative Code: Public Swimming Pools and Bathing Places.

4. Management and Staffing

The commercial pools owned by the City are managed and operated by personnel employed by the City, each of whom holds certification as a Certified Pool Operator (CPO) and/or an Aquatic Facility Operator (AFO).

EXPERIENCE/LICENSING/CERTIFICATION REQUIREMENT**1. Experience Requirement**

The bidder shall demonstrate a minimum of three years of established experience in the fields of pool water treatment and the operation of pool chemical pumping equipment.

2. Licensing Requirement

The bidder shall hold all requisite licenses or certifications as mandated by applicable state authorities.

3. Transportation Compliance

The vendor's pump-off truck(s) shall be duly permitted by the Department of Transportation (DOT) for the operation and bulk delivery of liquid chemicals, including but not limited to sodium hypochlorite and sulfuric acid, as well as for the transportation of dry pool chemicals. Delivery drivers possessing a Commercial Driver's License (CDL) shall be required to maintain valid Hazardous Materials (Hazmat) endorsements.

4. Certification of Personnel

Employees of the vendor charged with the calibration of chemical pumping equipment shall hold certification as Certified Pool Operators (CPO) in accordance with the requirements set forth in Chapter 64E-9.018 of the Florida Administrative Code: Public Swimming Pools and Bathing Places.

CONTRACT TERM/DELIVERY TIMELINE**1. Term**

The Contract arising from this agreement shall commence with an initial term of three years.

2. Renewal

The Contract may be renewed up to two times annually, at the sole discretion of the City of Ocala.

3. Escalation

Any adjustment increasing the Contract price upon renewal shall be subject to negotiation and the express approval of the City of Ocala. No such increase shall exceed five percent (5%) per annum unless substantiated by extraordinary market conditions. Any request for an increase shall be predicated upon the Consumer Price Index for All Urban Consumers (CPI-U), and the vendor shall submit such request, accompanied by CPI justification, no fewer than ninety (90) days prior to the expiration of the current term.

4. Lead Time

The maximum permissible lead time for the delivery of materials necessary for the initial installation of equipment shall be two weeks.

5. Equipment Transition and Installation

The existing Contract for pool chemical services with the City terminates on June 5, 2025. The transition of services, installation of new equipment, and training of City staff are anticipated to take place in late May 2025, in coordination with the commencement of the City's annual summer pool season.

INSURANCE REQUIREMENTS

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

1. Commercial General Liability

The vendor shall procure and maintain commercial general liability insurance with coverage limits of no less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate.

2. Commercial Automotive Liability

The vendor shall secure commercial automotive liability insurance providing a combined single limit of not less than one million dollars (\$1,000,000).

3. Workers' Compensation and Employer's Liability

The vendor shall maintain workers' compensation and employer's liability insurance in full compliance with the statutory requirements of the State of Florida.

4. Pollution Liability: for the duration of the Contract. (Required for transporter of chemicals. If vendor is using a sub-contractor for the transportation, please indicate in your response and provide their certificate of insurance)

PROJECT SUMMARY, DELIVERABLES AND HOURS

The City of Ocala seeks a licensed commercial pool/spa Contractor to: (1) supply and deliver bulk pool water treatment chemicals, (2) provide chemical pumping equipment through supply or lease, and (3) perform preventive maintenance on chemical pumping systems at two commercial pools and one commercial splash pad.

All pool equipment, tanks, supplies, chemicals, and appurtenant materials furnished under this agreement shall satisfy the minimum guidelines prescribed by the Centers for Disease Control and Prevention's Model Aquatic Health Code (MAHC) and shall conform to the minimum standards delineated in Chapter 64E-9 of the Florida Administrative Code: Public Swimming Pools and Bathing Places.

1. Pool Equipment for Commercial Pools

Each of the City's two commercial pools shall be equipped with the following items and specifications:

Pumping Equipment:

- a. One programmable chemical automation system designed for the continuous monitoring and regulation of pH and sanitizer oxidation-reduction potential (ORP).
- b. **Remote Monitoring and Control:**
 - i. *Required:* The controller shall provide for remote viewing and monitoring of ORP and pH through cloud-based Ethernet or Internet network communication.
 - ii. *Preferred:* The controller should permit remote operation and control via cloud-based Ethernet or Internet network communication.
- c. Three Stenner pumps, or equivalent chemical pumps, appropriately sized to accommodate the capacity of each pool.
- d. Ancillary chemical pumping equipment, including tubing and fixtures requisite for the installation of said pumps and their integration with storage tanks.

Chemical Storage Tanks and Equipment:

- a. A minimum of one bulk liquid chlorine tank with a capacity of 325 gallons, equipped with remote level monitoring.
- b. A minimum of one bulk sulfuric acid tank with a capacity of 165 gallons, equipped with remote level monitoring.

2. Pool Equipment for Splash Pad

The City's splash pad, identified as Lily's Pad Splashpad, shall be furnished with the following:

Pumping Equipment:

- a. Two Stenner pumps, or equivalent chemical pumps, duly sized to meet the capacity needs of the splash pad.
- b. Ancillary chemical pumping equipment, including tubing and fixtures necessary for the installation of said pumps and their integration with storage tanks.

Chemical Storage Tanks and Equipment:

- a. A minimum of one bulk liquid chlorine tank with a capacity of 165 gallons, equipped with remote level monitoring.
- b. A minimum of one bulk sulfuric acid tank with a capacity of 100 gallons, equipped with remote level monitoring.

3. **Equipment Installation at All Locations**

- a. The vendor shall undertake the installation of all controllers and pumps, effect the connection of all tubing, and accomplish the transition of all storage tanks to the new system across all three designated locations.
- b. The vendor shall provide training to the pool manager or managers on the proper operation of the equipment, encompassing controllers and Stenner pumps.

4. **Equipment Support Obligations**

- a. The vendor shall ensure availability to address and resolve any issues pertaining to chemical pumping equipment within twenty-four (24) hours of receiving a service inquiry or request.
- b. The vendor shall be responsible for the maintenance, repair, or replacement of all chemical pumping equipment as required throughout the term of the Contract, with costs confined to parts and materials. Evidence of the costs incurred for parts shall accompany each pertinent invoice.
- c. The vendor shall conduct preventive maintenance on the chemical pumping equipment at all three locations no less than twice annually, with such maintenance scheduled in coordination with City staff each April, prior to the pool opening season, and in mid-fall to prepare for seasonal closings.

5. **Pool Chemicals**

The vendor shall supply and deliver bulk pool water treatment chemicals and chemical pumping equipment to the two commercial pools and one commercial splash pad as specified herein.

6. **Chemical Delivery**

The chemicals to be routinely procured under this Contract for bulk delivery are enumerated as follows:

Liquid Chemicals:

- Sodium Hypochlorite, at a concentration of 12.5%, in bulk liquid form.
- Sulfuric Acid, at a concentration of 38%, in bulk liquid form.

Dry Chemicals:

- Sodium Bicarbonate, packaged in 50-pound bags.
- Cyanuric Acid (commonly known as Stabilizer), packaged in 50-pound bags.
- Calcium Chloride Flakes, packaged in 50-pound bags.

Estimated annual chemical usage totals for all three pool facilities shall be provided separately herein.

Sodium Hypochlorite 12.5% bulk liquid	5800	gallons
Sulfuric Acid 38% bulk liquid	700	gallons
Sodium Bicarbonate 50-pound bag	110	bags
Cyanuric Acid (Stabilizer) 50-pound bag	25	bags
Calcium Chloride Flakes 50-pound bag	60	bags

7. Materials, Labor, and Equipment

The vendor shall bear full responsibility for furnishing all materials, labor, and equipment requisite to the complete execution of the work stipulated under this Contract.

8. Working Hours

The standard hours of operation under this agreement shall be from 7:00 AM to 5:00 PM Eastern Time, Monday through Friday, exclusive of recognized holidays. The vendor shall provide no less than forty-eight (48) hours’ prior notice to the City Project Manager for any work intended to occur outside these designated hours. Further, the vendor shall maintain an accessible method of contact, such as an after-hours telephone number or email address, for addressing technical support matters arising beyond standard hours.

9. Emergency Work Hours

The vendor shall ensure that personnel are readily available and equipped to commence emergency work within two (2) hours of notification by the City for any tasks the City designates as “emergency” in nature.

10. Default and Remedies

Should the vendor fail to complete the work or make available sufficient staff within the timelines prescribed by this Contract, such failure shall constitute a default hereunder.

- a. Upon a declaration of default, the City shall be entitled to take possession of and utilize any suitable materials and equipment present on-site. The City may thereafter engage third parties by separate agreement to complete the work or employ alternative means to achieve completion in a manner satisfactory to the City. All costs sustained by the City as a consequence of the vendor’s default, including those incurred in completing the work, shall be assessed against the vendor.
- b. In the event that, subsequent to the issuance of a default notice by the City but prior to the City’s initiation of measures to complete the work, the vendor manifests a clear intent to resume and execute the work in conformity with the

City's stipulations, the City may, at its discretion, permit the vendor to proceed. In such instance, the City shall deduct from any sums due, or that may become due, under this Contract any expenses borne by the City arising from the delay or from causes attributable thereto.

DELIVERY

1. **Delivery Locations**

Equipment and chemical products shall be delivered by the vendor to the locations specified below:

- a. **Jervey Gantt Aquatic Fun Center, 2390 SE 36th Ave., Ocala, FL 34471**
- b. **Hampton Aquatic Fun Center, 255 NW Martin Luther King, Jr. Blvd., Ocala, FL 34475**
- c. **Lily's Pad Splashpad, 2200 NW 17th Place, Ocala, FL 34475**

2. **Delivery Timeline**

Chemical deliveries shall be made within thirty-six (36) hours following the placement of an order. The City shall furnish the vendor with means of access to each location, including but not limited to a lockbox or key.

3. **Delivery Hours**

Routine deliveries shall be scheduled to occur between the hours of 7:00 AM and 5:00 PM Eastern Time, Monday through Friday, exclusive of holidays. Emergency deliveries or service calls outside these hours may be undertaken at any time as circumstances require.

4. **Coordination**

All deliveries shall be arranged in consultation with, and subject to the coordination of, the City's Project Manager.

5. **Delivery Costs**

The City shall not bear liability for any additional charges or surcharges associated with delivery under this Contract.

6. **Vendor Truck and Driver Requirements**

The vendor's pump-off truck or trucks shall possess valid permits issued by the Department of Transportation (DOT) authorizing the operation and bulk delivery of liquid chemicals, including but not limited to sodium hypochlorite and sulfuric acid, as well as the transportation of dry pool chemicals. Delivery drivers holding a Commercial Driver's License (CDL) shall maintain appropriate Hazardous Materials (Hazmat) endorsements as required by law.

VENDOR EMPLOYEES AND EQUIPMENT

1. **Employee Qualifications**

The vendor shall employ competent personnel for the performance of all work hereunder.

- a. Employees tasked with the delivery of chemicals shall possess valid Hazardous Materials (Hazmat) endorsements and satisfy all qualifications stipulated within the scope of work.
- b. Employees responsible for the installation and calibration of chemical pumping equipment shall hold certification as Public Pool Service Technicians pursuant to Chapter 64E-9.018 of the Florida Administrative Code.

2. **Project Manager and Communication**

The vendor shall appoint a Project Manager to serve as the primary point of contact and shall furnish the City Project Manager with a current telephone number and address, which shall remain valid throughout the term of this Contract. Said telephone line shall be attended during standard working hours, defined as 7:00 AM to 5:00 PM Eastern Time, Monday through Friday, exclusive of holidays, or shall be equipped with a voicemail system capable of receiving messages.

3. **Equipment and Licensing**

The vendor shall maintain possession of all equipment, licenses, and permits necessary for the proper performance of the work as delineated in this Contract.

4. **Vendor Truck Requirements**

The vendor's pump-off truck or trucks shall bear valid permits authorizing the operation and bulk delivery of liquid chemicals, including but not limited to sodium hypochlorite and sulfuric acid, as well as the transportation of dry pool chemicals.

- a. All vendor vehicles shall conform to the Hazardous Materials Regulations administered by the Federal Motor Carrier Safety Administration (FMCSA). Additional information regarding hazardous materials compliance may be obtained at: <https://www.flhsmv.gov/florida-highway-patrol/commercial-vehicle-enforcement/safety-enforcement/hazardous-materials-enforcement/>

5. **Employee Conduct**

Upon request by the City, the vendor shall promptly remove and replace any employee adjudged by the City to be incompetent, unfaithful, abusive, or disorderly. Both the City and the vendor shall immediately notify the other of any complaints received concerning the vendor's employees.

6. **Appearance Standards**

Employees of the vendor performing duties on-site within City buildings shall wear suitable work clothing and shall maintain a clean and professional demeanor, consistent with the conditions of the work performed.

7. **Independent Contractor Status**

The vendor shall function solely as an independent Contractor and not as an agent, representative, partner, or employee of the City of Ocala. The vendor shall retain exclusive authority over its operations at the work site and shall bear sole responsibility for the acts or omissions of its employees.

8. **Prohibition on Smoking or Vaping**

Smoking or vaping by any person is strictly forbidden on City property or at project sites.

CITY OF OCALA RESPONSIBILITIES**Services Provided by the City of Ocala**

The City of Ocala shall furnish the following services to the vendor to enable the due performance of the obligations set forth in this Contract:

1. Access to Facilities

The City shall grant access to its buildings, gates, and facilities as may be reasonably required for the vendor to execute the work contemplated herein.

2. Staff Training Coordination

The City shall arrange the schedules of its personnel to facilitate training in the operation of equipment supplied under this Contract.

3. Maintenance and Emergency Support Coordination

The City shall coordinate the availability of its staff to support the scheduling of equipment maintenance or the execution of emergency repairs as necessary.

VENDOR RESPONSIBILITIES**1. Compliance with Laws and Policies**

The vendor shall execute all work pursuant to this solicitation in strict conformity with the policies and procedures established by the City of Ocala, together with all pertinent state and federal laws, regulations, and directives applicable thereto.

2. Document Compatibility

The vendor shall ensure that all documents produced in connection with this Contract are wholly compatible with a Windows-based operating system and the most recent iterations of Microsoft Office and/or Adobe Portable Document Format (PDF).

3. Site Maintenance

The vendor shall at all times maintain the premises free from waste materials and rubbish arising from its operations or the conduct of its employees, and shall dispose of all debris in a manner consistent with governing laws.

4. Responsibility for Damages

The vendor shall assume full liability for any damages occasioned by its activities under this Contract.

- a. In the event that public or private property suffers damage or destruction, the vendor shall, at its sole cost and expense, repair or restore such property to a condition satisfactory to the City within seven (7) days from the date upon which the damage occurred.

SUB-CONTRACTORS**1. Prohibition on Subcontracting**

The vendor shall undertake and complete one hundred percent (100%) of the work required under this Contract solely through the employment of its own personnel and the utilization of its own resources, and no portion thereof shall be delegated or subcontracted to any other party.

SAFETY**1. Safety Precautions**

The vendor shall bear sole responsibility for establishing and maintaining adequate safety measures in full conformity with all applicable safety codes, including those promulgated by the Occupational Safety and Health Administration (OSHA), as well as pertinent local, state, and federal authorities. Such measures shall ensure the protection of the vendor's employees, occupants of buildings and sites, City personnel, the public, and all persons present in or proximate to the work area.

2. Liability for Vendor Property

The City shall not, under any circumstances, incur liability for the loss, damage, destruction, or theft of equipment, materials, property, or clothing belonging to the vendor.

3. Material and Equipment Protection

The vendor shall assume full responsibility for the proper storage and sufficient safeguarding of all materials and equipment until the completion of the project.

4. Hazard Prevention

The vendor shall implement ongoing precautions to shield all persons, including its employees, and property from harm. The vendor shall diligently identify any hazardous conditions and forthwith take such action as necessary to avert accidents, injuries, or damage to property. Strict adherence to all relevant safety statutes and regulations, including those issued by the Environmental Protection Agency (EPA), the Department of Environmental Protection (DEP), OSHA, and the American National Standards Institute (ANSI), shall be mandatory.

5. Incident Reporting to the City

The vendor shall expeditiously report all hazardous spills, accidents, injuries, claims, or potential claims to the Ocala Recreation & Parks Department and the City Risk Manager.

6. Regulatory Reporting of Spills

The vendor shall promptly notify the Environmental Protection Agency (EPA) and/or the Department of Environmental Protection (DEP) of all hazardous spills, as required by the laws of the State of Florida and the United States.

7. Regulatory Authority for Pool Operations

The Centers for Disease Control and Prevention's Model Aquatic Health Code (MAHC) and Chapter 64E-9 of the Florida Administrative Code: Public Swimming Pools and Bathing Places

shall constitute the ultimate authorities governing commercial pool water safety, operational guidance, and sanitation standards.

8. **Transportation Safety**

The Hazardous Materials Regulations, as administered by the Pipeline and Hazardous Materials Safety Administration (PHMSA) in conjunction with the safety standards of the Federal Motor Carrier Safety Administration (FMCSA), shall serve as the definitive authority for the transportation and delivery of commercial pool chemicals.

WARRANTY

1. **Warranty Duration**

The vendor shall furnish a warranty covering equipment and labor for a minimum term of three (3) years, said warranty to take effect upon the date of acceptance by the City.

2. **Equipment Performance**

Throughout the duration of the warranty period, all equipment supplied hereunder shall substantially comply with the requirements stipulated by the City. In the event of a breach of this warranty, the vendor shall, at its sole discretion and cost, either replace the affected equipment or rectify any reproducible defects reported in writing by the City during said period. In the event the Vendor determines it is unable to replace or repair the equipment, the Vendor shall reimburse the City the full amount paid for the equipment and related services, at which point this Contract shall terminate.

3. **Documentation**

The vendor shall deliver to the City all pertinent manufacturer warranty documentation prior to the submission of its final request for payment.

INVOICING

1. **Invoice Submission**

All original invoices shall be transmitted by the vendor to the Ocala Recreation & Parks Department, located at 828 NE 8th Ave, Ocala, FL 34470, or, in the alternative, delivered via electronic mail to the City Project Manager.

2. **Invoice Frequency and Details**

The vendor shall render to the City a detailed invoice no less frequently than once per month for the duration of the Contract term.

PRICING AND AWARD

1. **Quote Submission**

The bidder shall submit by uploading a comprehensive quote encompassing all items expressly set forth in the Quote Response Requirements section hereinafter provided.

2. Estimated Quantities

The quantities recited within this document constitute estimates derived from historical annual data and shall not be construed as establishing any guaranteed minimum obligations.

3. Contract Award

The Contract shall be granted to the vendor deemed most capable of satisfying the needs of the City, as evidenced by full compliance with all equipment, delivery, and service stipulations delineated in this solicitation.

- 4. Amounts Due To The City.** Contractor/Vendor must be current and remain current in all obligations due to the City during the performance of services under the Agreement. Payments to Contractor/Vendor may be offset by any delinquent amounts due to the City or fees and/or charges owed to the City.

QUOTE RESPONSE REQUIREMENTS

The bidder shall incorporate within its quote submission the following particulars:

1. Vendor and Equipment Information

- a. A detailed account of the bidder's qualifications and pertinent experience in the field.
- b. Comprehensive specifications and descriptions of all equipment proposed for use under this Contract.

2. Chemical Pumping Equipment

All pricing particulars shall be submitted utilizing *Exhibit B - Price Proposal for Pool Chemical Delivery and Service*. The bidder shall specify the rental or lease price per unit for each facility as hereinafter set forth:

a. Jervey Gantt Aquatic Fun Center

1. One (1) programmable pH and sanitizer ORP controller with remote monitoring automation system.
2. Three (3) Stenner pumps.
3. Two (2) bulk chemical storage tanks, comprising one 325-gallon tank for liquid chlorine and one 165-gallon tank for sulfuric acid.
4. Any additional monthly rental or lease charges, if applicable.

b. Hampton Aquatic Fun Center

1. One (1) programmable pH and sanitizer ORP controller with remote monitoring automation system.
2. Three (3) Stenner pumps.
3. Two (2) bulk chemical storage tanks, comprising one 325-gallon tank for liquid chlorine and one 165-gallon tank for sulfuric acid.
4. Any additional monthly rental or lease charges, if applicable.

c. Lily's Pad Splashpad

1. Two (2) Stenner pumps.

2. Two (2) bulk chemical storage tanks, with capacities yet to be determined.
3. Any additional monthly rental or lease charges, if applicable.

3. **Chemical Delivery**

The bidder shall provide the price per unit for the chemicals enumerated below:

- a. Sodium Hypochlorite (12.5% concentration, bulk liquid form): Price per gallon.
- b. Sulfuric Acid (38% concentration, bulk liquid form): Price per gallon.
- c. Sodium Bicarbonate (packaged in 50-pound bags): Price per bag.
- d. Cyanuric Acid, commonly known as Stabilizer (packaged in 50-pound bags): Price per bag.
- e. Calcium Chloride Flakes (packaged in 50-pound bags): Price per bag.

4. **Equipment Support**

The bidder shall state the hourly rates for equipment maintenance and servicing as follows:

- a. Routine scheduled service performed during standard business hours, defined as 7:00 AM to 5:00 PM Eastern Time, Monday through Friday, exclusive of holidays.
- b. Emergency service, encompassing after-hours or unscheduled calls as required.