

BACKGROUND

1. The City of Ocala requires the services of an experienced vendor to provide commercial grade (NSF grade) Carbon Dioxide (CO₂) for pH stabilization supporting the Water Resources department/operation of the Water Treatment Plant #1 (WTP1).

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.

EXPERIENCE REQUIREMENTS

1. **Experience:** Vendor shall have a minimum of three (3) years' experience providing CO₂ for pH stabilization for other municipalities of similar size.

CONTRACT TERM/DELIVERY TIMELINE

1. **Term:** The resulting contract will be for an initial term of 3 years.
2. **Renewals:** Two (2) optional, one-year renewal term.
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.
4. **Lead Time:** The maximum acceptable lead time on materials is two (2) weeks.

DELIVERY

1. Supplies will be delivered or shipped to Water Treatment Plant #1, 1808 NE 36th Ave., 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 Vendor will be required to perform the following services for the City of Ocala:
 - Vendor will provide all materials, labor, and equipment to supply and deliver liquid carbon dioxide (NSF Grade) to the City of Ocala Water Treatment Plant #1.
 - Deliverables must be provided to the City of Ocala Project Manager before payment for such work.
 - Working hours for the project are 7:00 AM – 5:00 PM Monday through Friday, excluding holidays. Vendor shall provide 48-hour advance notice to City Project Manager for work outside normal shift hours. The City may decline the request.

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. Data collected by the Vendor 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.
6. 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.
7. 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.
8. Prior to completion, storage and adequate protection of all material and equipment will be the Vendor's responsibility.

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. 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 mark-up fee for material furnished by the City.

INVOICING

1. All original invoices will be sent to: Jennifer Kampwerth, Project Manager, Water Resources Department, 1805 NE 30th Avenue, Building 600, Ocala, FL 34470, email: jkampwerth@ocalafl.gov.
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. Bidder must upload a completed Exhibit B - Price Proposal in Excel format with their response.
2. Bidder must bid on all line items, with the exception of optional items.
3. The quantities in Price Proposal are estimated based upon past annual usage and should not be construed as guaranteed minimums.
4. 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.
5. Award will be made to the lowest bidder meeting all requirements outlined herein. meeting all requirements.
6. Awarded Vendors shall comply with all applicable provisions of Section 787.06, Florida Statutes. Specifically, all non-governmental Vendors shall provide the City of Ocala with an affidavit signed by an officer or a representative under penalty of perjury attesting that the non-governmental entity does not use coercion for labor or services as defined in Section 786.06(2).
7. 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 Contractor/Vendor may be offset by any delinquent amounts due to the City or fees and/or charges owed to the City.
8. Vendor must be registered through the E-Verify system, confirming the eligibility of their employees to work in the United State