

**BACKGROUND**

The City of Ocala Electric Utility requires the services of an experienced Contractor to provide all labor, equipment, tools, and applicators necessary to provide the services described. The Contractor will provide two (2) herbicide applications at substations throughout the City. OEU estimates a total substation area of approximately **18.51 acres**. The first application will be in late Spring and the second application in the Fall. The weed control shall have a 95% kill rate. These services shall consist of chemical and mechanical methods, including applying herbicide/pre-emergent on the gravel covered interior grounds at approximately twenty (20) electric substations located throughout the City of Ocala as listed in **Exhibit B – Substation Locations**. **Only brand name herbicides will be used. No generic brand herbicides.** Contractor is responsible to visit each site prior to bidding. All electric substations are visible from the road and can be viewed from that vantage point. There will be no scheduled walk through or site visits. By submitting a quote, you are certifying you have viewed all areas.

**LICENSING AND EXPERIENCE REQUIREMENTS**

1. **Licensing Requirement:** Bidder must process a State of Florida Herbicide Applicator License to submit a bid for this project.
2. **Experience Requirement:** Bidder must possess five (5) years' experience in the application of herbicides and chemicals. Bidder must provide evidence of performing weed spraying for substations on at least three (3) projects in which the scope of work was of similar complexity. Such projects shall have been completed in the past five years.

**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.

**CONTRACT TERM/DELIVERY TIMELINE**

1. **Term:** The resulting contract will be for an initial term of **three (3)** years
2. **Renewals:** Two (2) optional, 1-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 Contractor 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.
5. The required start time after the City issued Notice to Proceed (NTP) shall be a maximum of 7 days. Work must be completed within **thirty (30)** days of NTP.

**PROJECT SUMMARY, DELIVERABLES AND HOURS**

1. **Project Summary:** The Contractor will be required to perform the following services for the City of Ocala:
  - a. All vegetation located inside the substation must be treated and killed with professional strength herbicide:
    - i. **EsplAnade 200 SC 3.125%**

- ii. **Method 240SL 6.25%**
    - iii. **Round-UP Professional Concentration 50%**
    - iv. **Inert 40.625%**
  - b. A 100% coverage and 95% kill rate are required for all spraying.
  - c. Pre-emergent for vegetation must be applied to the entire gravel covered ground at all substations to inhibit new growth. Please see **Exhibit B – Substation Locations**.
  - d. Proper equipment must be used to apply herbicide/pre-emergent.
  - e. The Contractor(s) shall be fully responsible for meeting all OSHA, local, state, and national codes concerning safety provisions for their employees, sub-contractors, staff, public, etc. Contractor shall be responsible for all damage to buildings, curbing, pavement, landscaping, or irrigation systems caused by the delivery or removal of materials. In no event shall the City be responsible for any damages to materials, equipment or clothing that is lost, damaged, destroyed, or stolen. Any emergency situations must be reported immediately to the Project Manager.
  - f. Contractor can only enter substations with an OEU escort.
2. **Working Hours:** The normal/standard working hours for this project are 7:00 AM – 5:00 PM Monday through Thursday, excluding holidays. Contractor shall provide 48-hour advance notice to City Project Manager for work outside normal shift hours. The City may decline the request.

## CONTRACTOR EMPLOYEES AND EQUIPMENT

1. 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. 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 Contractor shall provide, and personnel must wear Personal Protective Equipment (PPE), FR rated shirts and pants, EH rated footwear (for individuals that need to enter fenced substation yards), plastic hard hat (no metal), and safety glasses as required by OSHA and OEU.
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. 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.

9. All damages are to be reported to the User Department where final decision will be made (by the city) as to replacement and/or repairs. All replacement and/or repairs will be performed at no additional cost to the city.
10. The Department does not include an allowance for delays caused by the effects of inclement weather; however, the Department may grant time extensions, on a day-to-day basis for delays caused by the effects of rains or other inclement weather conditions. No additional compensation will be made for delays caused by the inclement weather.

**CITY OF OCALA RESPONSIBILITIES**

1. The City of Ocala will furnish the following services/data to the Contractor 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 Contractor's responsibilities.
2. The City reserves the right to purchase any materials for the Contractor to use. The Contractor shall not charge a mark-up fee for material furnished by the City.

**CONTRACTOR RESPONSIBILITIES**

1. The Contractor 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 Contractor shall obtain and pay for any and licenses, additional equipment, dumping and/or disposal fees, etc., required to fulfill this contract.
3. Installation shall be in compliance with all requirements and instructions of applicable manufacturers.
4. Contractor is responsible for 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 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 Contractor is advised to leave a property by the property owner or their representative, the Contractor shall leave at once without altercation. 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 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, Power Point, Access, or any other software as specified and approved by City staff.

**SUB-CONTRACTORS**

1. Services assigned to sub-contractors 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 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. Contractor 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 Contractor 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. 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. Prior to completion, storage and adequate protection of all material and equipment will be the Contractor's responsibility.

**WARRANTY**

1. A 100% coverage and 95% kill rate are required for all spraying. If this is not achieved, Contractor will repeat process at substations that are in question.

**INVOICING**

1. All original invoices will be sent to: Lisa Crouthamel, Project Manager, Ocala Electric Utility Department, 1805 NE 30<sup>th</sup> Avenue, Building 400, Ocala, FL 34470, email: [lcrouthamel@ocalafl.gov](mailto:lcrouthamel@ocalafl.gov)
2. Contractor will invoice at least once a month.
3. Contractor will be given a coversheet for their invoice. This coversheet must be filled out correctly and submitted with each invoice.

**PRICING AND AWARD**

1. Bids will be received on a lump sum basis. Lump sum amount must include all direct and indirect costs to complete the project.
2. Award will be made to the lowest bidder meeting all requirements outlined herein.

3. **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.