

BACKGROUND

The City of Ocala requires the services of an experienced Vendor to provide various types of sod, seed, and mulch on an as-needed basis. Goods may be picked up by the City from the Vendor's warehouse, or farm. The Vendor may be requested to deliver and/or install sod when ordered by the City of Ocala. In addition, it is occasionally necessary for sod, seed, and mulch to be furnished and installed for various projects throughout the City of Ocala.

CONTRACT TERM

1. Any resulting contract will be for an initial term of three (3) years, with an optional two (2), and one (1) year renewal.
 - **Renewal Pricing Increases.** Pricing shall remain firm and fixed during the Initial Term of this Agreement. Any renewal price adjustment shall be subject to negotiation and must be approved by the City of Ocala. Vendor shall submit a written request for price adjustment identifying the reason for the price increase, and attach suitable documentation in support of same, no less than **NINETY (90) DAYS** prior to the expiration of the then existing Contract Term. No retroactive price adjustments will be allowed. Pricing increases shall not exceed the lesser of (i) the amount of the percentage increase reflected in the Consumer Price Index for all Urban Consumers (CPI-U), not seasonally adjusted, based upon the most recent **TWELVE (12) MONTH** period; or (ii) **THREE PERCENT (3%) ANNUALLY** unless there are mitigating market conditions.

ANTICIPATED TASKS, DELIVERABLES AND HOURS

1. **Deliverables:** The Vendor shall provide monthly reports of all Task Work Orders in progress. The City of Ocala Project Manager shall accept deliverables before payment for such work.
2. When the City of Ocala is picking up sod, the Vendor's pick-up locations must be within 15 miles of 110 SE Watula Ave (City Hall).
3. **Working Hours:** The normal/standard working hours for this project are 9:00 AM – 3:00 PM Monday through Friday, excluding holidays. The Vendor shall provide (forty-eight) 48-hour advance notice to the City Project Manager for work outside normal shift hours. The city may decline the request.
4. **Emergency Work Hours:** The Vendor must have available staff on-site and prepared to begin work within two (2) hours of notification of any work deemed "Emergency" (this includes all storm-related emergencies). If the work is not completed or staff is not on site by contract timelines the contract will be considered in default.
 - A. Upon declaration of default, the City will have full power to appropriate or use any or all suitable and acceptable materials and equipment on the site and may enter an agreement with others to complete the work under the contract or may use other methods to complete the work acceptably. The City will charge all costs that the City incurs because of the Vendor's default, including the costs of completing the work under the contract, against the Vendor.
 - B. If, after default notice by the City, and before any action by the City to otherwise complete the work under the contract, the Vendor establishes their intent to prosecute the work in accordance with the City's requirements, then the City may allow the Vendor to resume the work, in which case the City will deduct from any monies due or that may become due under the contract, any costs to the City incurred by the delay, or from any reason attributable to the delay.

PROJECT SPECIFICATIONS

This project will require the Vendor to follow the following plans and specifications:

1. **Sod:** Provide sod as specified, sand grown only, strongly rooted, not less than two (2) years old, free of weeds and undesirable native grasses. Sod shall be machine cut to pad thickness of $\frac{3}{4}$ (+/ $\frac{1}{4}$), excluding top growth and thatch. Vendor shall provide only sod capable of vigorous growth and development when planted (viable, not dormant).
2. **Types:** Sod shall be St. Augustine Floritam/Provista and 419 Bermuda/or Bahia; it shall be well matted with roots.
3. **Seed and Mulch:** Provide seed and mulch as specified. All seed and sod shall meet the requirements of the Florida Department of Agriculture and Consumer Services.
4. **Types:** Seed and mulch shall be Bahia.

DIMENSION

1. The sod shall be taken up in commercial-size rectangles, preferably 16 "x 24", or as rolled sod at least 12" in width and length consistent with equipment and methods used to handle rolls and place the sod. Sod shall be minimum of 1 $\frac{1}{4}$ " thick including a $\frac{3}{4}$ " thick layer of roots and topsoil. Reducing the width of rolled sod is not permitted after the sod has been taken up from the initial growing location. Any netting contained within the sod shall be certified by the manufacturer to be biodegradable within three (3) months from installation

CONDITIONS

1. The sod shall be sufficiently thick to secure a dense stand of live grass. The sod shall be live, fresh, and uninjured at the time of planting. It shall have a soil mat of sufficient thickness adhering firmly to the roots to withstand all necessary handling. All seed, sod, and mulch shall be free of noxious weeds, exotic pest plants, plant parts, and seeds. It shall be planted as soon as possible after digging and shall be shaded and kept moist from the time it is dug until it is planted. The source of the sod, seed, and mulch may be inspected and approved by the Public Works Department before being cut for use in the work. After approval, the area from which the sod is to be harvested shall be closely mowed and raked as necessary to remove excessive top growth and debris.

Approved devices such as sod cutters, shall be used for cutting the sod and due care shall be exercised to retain the native soil intact.

No sod which has been cut for more than 72 hours may be used unless specifically authorized.

QUALITY INSPECTION/SCHEDULING

1. The City of Recreation and Park Department staff may inspect the quality of sod to assure it meets specifications. All deliveries will be of similar quality or will be rejected.
2. All material pickups/deliveries shall be coordinated with the City of Ocala project manager, Jeff Kerley jkerley@ocalafl.gov.

INSTALLATION

1. Installation is to be completed within 10 calendar days of order. An e-mail is to be sent to the project manager.

LAYING SOD (IF APPLICABLE)

- Moisten prepared surface immediately before laying sod.
- Lay sod immediately after delivery to the site to prevent deterioration.
- Lay sod tight with no open joints visible, and no overlapping; stagger end joint 12 inches minimum. Do not stretch or overlap sod pieces must lay smooth.
- Place the top elevation of sod soil one (1) inch below adjoining edging, paving, or curbs.
- On slopes with a vertical rise of three (3) inches per foot of horizontal distance and steeper, lay sod perpendicular to the slope and secure every row with sod staples. Drive flush with the soil portion of the sod.
- All sod must be rolled when installed and fertilized to promote proper growth.
- All sod must be free from any insects such as ants, worms, chinch bugs, or any other growth inhibitors.

CLEAN-UP

1. Remove all sod scraps, soil, palettes, stakes, and other materials from the site upon completion of the work-clean soil and clippings from all pavements.

WARRANTY

1. Labor and sod installation shall have a warranty for a sixty (60) day period from the date of installation. Any defects identified shall be remedied immediately by the Vendor.

PRICING AND AWARD

1. Bidder must upload a completed Price Proposal with their response.
2. Bidder must bid on all line items, except for optional items.
3. The quantities in the Price Proposal are estimated based on 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 Contractor only for the actual units that the Contractor provides, installs, or constructs.
5. Award will be made to the lowest bidder meeting all requirements outlined herein.

INVOICING

1. Sod purchased by the pallet must be invoiced per pallet. Sod purchased by square foot must be invoiced per square foot. Invoices must adhere to the requirement above, and include all the information listed below to be accepted and paid:

- Indicate whether goods were picked up, delivered, or delivered and installed
- Exact amount of goods purchased
- Location (if delivered and installed)
- Type of sod, and seed and mulch purchased

Invoices that do not meet the above requirements will be rejected.