

BACKGROUND

1. The City of Ocala requires an experienced and qualified vendor to deliver wrecker and towing services for approximately 1,500 City vehicles, spanning from automobiles to Class 8 heavy-duty trucks, on an as-needed basis. The quantity of vehicles may fluctuate at the discretion of the City.

LICENSING AND EXPERIENCE REQUIREMENTS

1. **Licensing Requirement:** Bidder must be a licensed tow truck operator in the State of Florida to submit a bid for this project.
2. **Experience Requirement:** Bidder must possess five (5) years of experience in providing towing services.

INSURANCE REQUIREMENTS

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

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.
4. **Garage Keepers:** for vehicles in Vendor possession (limits should cover vehicle value).

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. **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** before 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.

PROJECT SUMMARY, DELIVERABLES AND HOURS

1. **Project Summary:** The Vendor will be required to perform the following services for the City of Ocala:
 - Wrecker and towing services for City-owned vehicles
 - Vendor must provide all materials, equipment, and labor necessary to perform the services.
 - Vendor must tow vehicles to and from a location appointed by the project manager.
2. **Working Hours:** Working hours for this project are 12:00 AM – 11:59 PM, Sunday through Saturday, including holidays. The Vendor shall notify the City Project Manager if unable to fulfill the obligations within the designated timeframe. In the event the Vendor is unable to perform the work required, the City reserves the right to seek alternative Vendors to complete the task.

RESPONSE TIME

Vendor shall be available to all City departments twenty-four (24) hours a day, seven (7) days a week. The City of Ocala will vendor's dispatch for service. Arrival to a vehicle in need of wrecker/towing services shall not exceed one (1) hour from the time of call for service.

DAMAGE

Damages to City vehicles during wrecker/towing services will be repaired or replaced to the satisfaction of the City, at no cost to the City, before arrival at the City Fleet Department or the appointed local vendor repair shop.

ACCESS TO FACILITY

The City will provide vendor access to the facilities to permit the vendor to meet its obligations described herein.

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, if applicable.

VENDOR RESPONSIBILITIES

1. The Vendor shall complete all work performed under this solicitation following 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 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. Vendor 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 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.
5. 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.
6. 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.
7. The Vendor 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. Vendor must perform a minimum of 70% of the work with their forces.
2. Services assigned to sub-contractors must be approved in advance by the City Project Manager.

SITE HOUSEKEEPING AND CLEANUP

1. **Cleanup:** The Vendor shall keep the premises free at all times 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 reasonably neat condition.
 - B. Vendor shall legally dispose of debris.

SAFETY

1. 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.
2. 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.
3. Before completion, storage and adequate protection of all material and equipment will be the Vendor's responsibility.

INVOICING

1. All original invoices will be sent to: Liza Warmuth, Project Manager, Fleet Management Department, 1805 NE 30th Avenue, Building 200, Ocala, FL 34470, email: LWarmuth@ocalafl.gov.
2. The vendor must submit all invoices monthly.

PRICING AND AWARD

1. Bidder must upload a completed **Exhibit B - Price Proposal** with their response.
2. Bidder must bid on all line 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 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.