

BACKGROUND

The City of Ocala Electric Utility requires the services of an experienced Vendor to provide all labor, equipment, tools, and applicators necessary to provide one time weed control at Ocala Electric Utility (OEU) substations throughout the city. 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**. Vendor shall be 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:** Vendor must possess and maintain a **Florida Commercial Right of Way Applicator license** to use restricted strength herbicides. You may call Florida Department of Agriculture and Consumer Services (FDACS) at (850) 617-7997. Please upload a copy of your current license in the section "Required License". Otherwise, the contract will be awarded to the next lowest Bidder possessing the proper license.
2. **Experience Requirement:** Bidder must possess five (5) years' experience in providing weed control application.

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.

CONTRACT TERM/DELIVERY TIMELINE

1. **Term:** The resulting contract will be for an initial term of one (1) year.
2. **Renewals:** One (1) optional, two-year renewal term.
3. **Escalation:** 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.

DELIVERY

1. 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.
2. Scheduling of all entry to substations shall be coordinated through the Ocala Electric Utility Project Manager, 352-317-3151.

PROJECT SUMMARY

1. **Project Summary:** The Vendor 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.
 - b) A 100% coverage and 90% kill rate is 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 C – Square Footage of Substation Locations**.
 - d) Proper equipment must be used to apply herbicide/pre-emergent.
 - e) The Vendor(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. Vendor 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.
2. **Working Hours:** The normal/standard working hours for this 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 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.
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 Vendor for the performance of services:
 - a) Access to City buildings and facilities to perform the work.
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.

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. Installation shall be in compliance with all requirements and instructions of applicable manufacturers.
4. 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.

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, 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 Vendor shall keep the premises free at all times 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) Vendor 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 Vendor 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 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. Prior to completion, storage and adequate protection of all material and equipment will be the Vendor's responsibility.

WARRANTY

A 100% coverage and 90% kill rate is required for all spraying. If this is not achieved, Vendor will repeat process on specific substations that are in question.

INVOICING

1. All original invoices will be sent to: Lisa Crouthamel, Project Manager, Ocala Electric Utility Department, 1805 NE 30th Avenue, Building 400, Ocala, FL 34470, email: lcrouthamel@ocalafl.org.
2. 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. 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.
4. Bids will be received on a lump sum basis.