

**BACKGROUND**

The City of Ocala requires the services of an experienced Contractor to supply and deliver Diesel Exhaust Fluid (DEF) support to the Fleet Management department.

**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 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 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. Contractor must perform a minimum of 30% of the work with their own forces.
2. Services assigned to sub-Contractors must be approved in advance by the City Project Manager.

**SITE HOUSEKEEPING AND CLEANUP**

1. **Cleanup:** The Contractor 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. 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.

## 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.
  - C. Provide office facilities for the Contractor, if needed.
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.

## 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.
4. **Pollution Liability:** for the duration and up to three (3) years after the completion of the project.

## CONTRACT TERM/DELIVERY TIMELINE

1. **Term:** The resulting contract will be for an initial term of three (3) years with the option of two, one-year renewals.
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 Contractor must submit their request for an increase with CPI justification at least 90 days prior to the end of the current term.

**DELIVERY**

1. Supplies will be delivered or shipped to Fleet Management, 1805 NE 30<sup>th</sup> Ave, Bldg. 200, 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 Contractor shall be required to provide the following DEF equipment at no additional cost to the City:
  - One (1) 330-gallon tote
  - 120-volt pump
  - 20 feet of hose
  - Pulse meter
  - Automatic nozzle

Repair and replacement of equipment are solely the responsibility of the Contractor. The City acknowledges that the misuse or abuse of any Contractor-provided equipment may result in leakage of DEF fluids from the DEF container. City shall be responsible for the repair and replacement of equipment resulting from misuse or abuse by City personnel. Contractor shall remove its equipment from City property upon termination of this agreement.

2. **Deliverables:** The Contractor shall provide monthly reports of all work in progress. Deliverables must be provided to the City of Ocala Project Manager before payment for such work.
3. **Working Hours:** The normal/standard working hours for this project are 7:00 AM – 5:00 PM Monday through Friday, 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 employees of the Contractor 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. 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.

**INVOICING**

1. All original invoices will be sent to: John King, Project Manager, Fleet Management Department, 1805 NE 30<sup>th</sup> Avenue, Building 200, Ocala, FL, 34470, email: CGuy@Ocalafl.org.
2. Contractor will invoice at least once a month.

**PRICING AND AWARD**

1. Bidder must upload a completed Price Proposal with their response.
2. Bidder must bid on all line items, with the exception of optional items.
3. Bids will be received on a unit price basis. The City will pay the Contractor only for the actual units that the Contractor provides.
4. Award will be made to the lowest bidder meeting all requirements outlined herein.