

BACKGROUND

1. The City of Ocala is responsible for ensuring public health, safety, and environmental protection within its jurisdiction. Oil spills, whether resulting from transportation accidents, pipeline failures, facility malfunctions, or natural disasters, pose significant threats to public health, ecosystems, and water resources.
2. In accordance with the Federal Emergency Management Agency (FEMA) and the Environmental Protection Agency (EPA) regulations, The City of Ocala is committed to maintaining an effective, efficient, and compliant emergency response plan for oil spill incidents. The City's response plan is designed to protect human health and the environment, minimize environmental damage, and ensure that oil spill response operations meet federal, state, and local legal requirements.
3. This scope of work is for the emergency cleanup of oil spills as needed by the City of Ocala. The selected Contractor(s) will be responsible for mobilizing and executing oil spill containment, recovery, and disposal operations in compliance with FEMA's Public Assistance Program, the Clean Water Act, and other applicable EPA regulations. Contractor will also be required to work in coordination with local agencies, environmental organizations, and other stakeholders, as appropriate, to ensure an effective and coordinated response to any oil spill emergency.

LICENSING & EXPERIENCE REQUIREMENTS

1. **Experience Requirement:** Bidder must possess five (5) years' experience in providing emergency oil spill clean-up services.

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 Insurance:** Contractor shall provide, for a period of Three (3) Years after final completion of the Work, pollution liability insurance coverage for claims arising from the discharge, dispersal, release, or escape of any irritant or contaminant into or upon land, any structure, the atmosphere, watercourse, or body of water, including groundwater, in an amount not less than One Million Dollars (\$1,000,000) per claim, and Two Million Dollars (\$2,000,000) aggregate limit. This shall also include coverage for claims of: (a) clean up, either on-site or off site; (b) third party liability, including bodily injury, property damage, natural resource damage, third party property loss of use/revenue, and clean up; and/or (c) costs incurred for the investigation, defense, or settlement of claims, fines, or penalties.

CONTRACT TERM/DELIVERY TIMELINE

1. **Term:** The resulting contract will be for an initial term of three (3) years.
2. **Renewals:** Two (2) optional, one-year renewal terms.
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. Price 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.

PROJECT SUMMARY, DELIVERABLES AND HOURS**1. Mobilization Plan:**

- a. Contractor must provide a detailed plan outlining the procedures for mobilizing equipment, personnel, and resources within four (4) hours of notification of spill.
- b. This plan must include equipment and personnel lists, estimated timelines for response, and contingency measures.

2. Oil Spill Containment:

- a. Contractor must use rapid deployment of containment methods (e.g., booms, barriers, etc.) to prevent the spread of the oil spill to unaffected areas.
- b. Appropriate containment technology must be used to address the nature of the spill, whether it's a land-based, water-based, or mixed spill.

3. Cleanup and Recovery:

- a. Recovery of spilled oil may be done using vacuum trucks, absorbent materials, skimmers, or other suitable methods for the specific conditions of the spill site.
- b. Contractor must perform safe removal of contaminated soil, water, and debris, using techniques compliant with FEMA and EPA guidelines.
- c. Contractor is expected to minimize environmental impact and adhere to best practices in spill response, ensuring that no further harm is caused to the environment.

4. Waste Disposal:

- a. Disposal of recovered oil, contaminated materials, and waste must be in compliance with EPA guidelines and local regulations.
- b. Documentation of all disposal activities, including waste types, quantities, and disposal site locations must be provided to the City of Ocala after clean-up.

5. Environmental Monitoring:

- a. Monitor air, water, and soil quality during the response and cleanup process to assess environmental impact and ensure compliance with regulatory standards.
- b. Report of any detected hazards or violations of environmental standards to the appropriate authorities.

6. Health and Safety Plan:

- a. A Health and Safety Plan (HASP) detailing the safety measures must be followed during cleanup operations, including personal protective equipment (PPE) requirements, hazard mitigation, and emergency protocols.

7. Reporting:

- a. Progress reports must be provided to the City of Ocala Project Manager during the cleanup operations.

- b. A final after-action report summarizing the entire response, including actions taken, environmental impact, lessons learned, and recommendations for future response improvements will be provided to the City of Ocala Project Manager.

8. Documentation and Compliance:

- a. Completion of all necessary FEMA and EPA forms and documentation required for reimbursement under FEMA's Public Assistance Program must be completed by the Contractor.
- b. Contract must adhere to EPA's Spill Prevention, Control, and Countermeasure (SPCC) requirements and other applicable regulations.

9. Response Time:

- a. The Contractor shall maintain a 24/7/365 phone contact line that City representatives can use to request an urgent response. The Contractor must respond within 48 hours or less of receiving a request. Additionally, the Contractor is responsible for promptly notifying the City of any changes to their contact information.
- b. The Contractor shall ensure that personnel and equipment are available for rapid deployment. The response time from notification to site arrival should not exceed forty-eight (48) hours.

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 always provide a valid telephone number and address 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.

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.

CONTRACTOR RESPONSIBILITIES

1. The Contractor warrants that all services furnished to the City shall be in accordance with applicable local, state, and federal laws. All stages of the restoration will be accomplished to the satisfaction of Florida Department of Environment Protection (FDEP) and/or any other applicable authority.
2. 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.
3. The Contractor shall obtain and pay for any and licenses, additional equipment, dumping and/or disposal fees, etc., required to fulfill this contract.
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. Contractor must perform a minimum of 80% 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 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. All restoration work including clean-up, backfill, disposal, testing, permitting, and reporting will be in accordance with applicable local, state, and federal laws.
2. 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.
3. 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.
4. Prior to completion, storage and adequate protection of all material and equipment will be the Contractor's responsibility.

INVOICING

1. The following information shall be provided on the invoice:
 - a. Breakdown of labor hours per person, per day
 - b. Hours of operation per piece of equipment
 - c. Any materials used and any associated fees (i.e., permitting or disposal).
2. All original invoices will be sent to: Glen A. Moehling, Project Manager, Ocala Electric Utility, 1805 NE 30th Avenue, Building 400, Ocala, FL 34470, email: gmoehling@ocalafl.gov.
3. Contractor will invoice at least once a month.

PRICING AND AWARD

1. Bidder must upload a completed **Exhibit B - Price Proposal** with their response.
2. Bidder must bid on all line items, with the exception of optional items.
3. The quantities in the Price Proposal are estimated based upon 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. The City reserves the right to award multiple Contractors for these services.