

BACKGROUND

1. The City of Ocala is seeking an experienced contractor to provide mowing and general clean-up of various sites throughout the City on an as-needed basis.
2. Contractor will provide all materials, labor and equipment needed to provide these services.

EXPERIENCE/REFERENCE REQUIREMENTS

1. Bidder must have a minimum of five (5) years' experience providing the types of services outlined herein.
2. Bidder must provide at least three (3) references for which your company has provided services similar to those outlined within this scope of work, over the past five (5) years. Include in this list the agency name (if applicable), detailed project description and outcomes, and period of contract.

LICENSING REQUIREMENTS

1. Bidders must possess and maintain a Florida Right-of-Way Pesticide License in order to purchase and use restricted herbicides such as Full Strength Roundup for fence lines and around some structures. Bidders who do not plan to use restricted herbicides may submit a bid without this license.
2. Follow the link below for more information on how to obtain this license:

<https://www.fdacs.gov/Business-Services/Pesticide-Licensing/Pesticide-Applicator-Licenses>

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

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

DEFINITIONS

1. **Trash** – Anything loose and useless, including, but not limited to, bottles, cans, paper, plastic bags, plastic bottles, plastic food wrappers, Styrofoam cups and plates.
2. **Debris** – Material which is stored externally, exposed to the elements and is not otherwise enclosed by a roof and four walls. This definition includes, but is not limited to, the following: tires, e-scrap

(televisions, computers, etc.), indoor furniture and indoor appliances; discarded household items; inoperative or discarded machinery, automotive parts or appliances; refuse, rubbish, trash or junk; and used scrap or discarded lumber, pipe, steel, plumbing fixtures, insulation or other building materials.

3. **Weeds** - Vegetative growth including but not limited to, kudzu, poison ivy, jimsonweed, burdock, ragweed, thistle, cocklebur, dandelion, plants of obnoxious odors or other similar unsightly vegetative growths. This term shall not include cultivated flowers, fruits and vegetables and gardens.
4. **Yard Trimming** - Leaves, brush, grass clippings, pruned shrub and tree debris, discarded Christmas trees, nursery and greenhouse vegetative residuals, and vegetative matter resulting from landscaping development and maintenance other than mining, agricultural and silvicultural operations.
5. **Improved Lots** – Properties with improvements (i.e. houses, accessory structures, foundations, etc).
6. **Unimproved Lots**- Properties that have no improvements built on them, (i.e. houses, accessory structures, foundations, etc.).
7. **Sanitary nuisance** - The commission of an act by any person or the keeping, maintaining, propagation, existence or permission of anything by any person by which the health or lives of individuals may be threatened or impaired, or by which or through which, directly or indirectly, disease may be caused.

GENERAL REQUIREMENTS

1. Contractor shall be notified by the City, via e-mail, to perform specific work at a specified location. Contractor must respond to the City's request for work within three (3) business days. The City will issue a Notice to Proceed (NTP), failure to meet completion timeline outlined in the NTP more than five (5) times will be cause for contract termination.
2. In the event of inclement weather, the contractor shall notify the City in writing (e-mail) of his/her inability to mow and/or clean the property specified. Contractor shall have one (1) extra day for each day of inclement weather. Contractor must contact the City's designated representative by the third day regarding delay in work schedule.
3. Contractor will be required when requested by City, to meet with Code Enforcement officers prior to work, in order to review the details of the work to be performed. Contractor will not be compensated for this time or any expenses incurred due to this meeting
4. Contractor will perform litter pick-up of debris within and around fence lines to include tree branches and leaves as well as cans, bottles, and all other debris and/or garbage. The contractor is responsible for picking up and disposing of all paper and plastic trash, so it is not chopped up by the mower. The contractor is responsible for a clean area (free of trash and debris) with neat appearance, even cut, and no clumps of grass to remain in the mowed areas.
5. For undefined and costly cleaning, grading, hauling, disposal jobs, and other types of work that may arise, the contractor shall contact the Code Enforcement Division to obtain written authorization prior to commencing work for that site. The City of Ocala reserves the right to request a third party estimate for undefined or costly work.
6. In no event shall the City be responsible for any damages to any of the contractor's equipment or clothing lost, damaged, destroyed, or stolen.
7. Contractor and employees will be courteous to the public at all times while at the work site. Contractor shall utilize competent employees in performing the work. At the request of the City, the contractor

shall replace any incompetent, unfaithful, abusive, or disorderly person in his or her employ. The City and contractor shall each be promptly notified by the other of any complaints received.

8. All contractors' vehicles and equipment shall have their company's name and/or logo and phone number located on the site, and all personnel shall be required to wear a company shirt with name or logo of the business.
9. Contractor must provide a valid telephone/cell number, address and e-mail address at all times to the specified "City Representative." The telephone/cell phone must be answered during normal working hours or voicemail must be available to take a message.
10. All wages, taxes, and workers' compensation of all contract employees shall be paid by the contractor.
11. If the contractor is advised to leave a property by the property owner or their representative, the contractor shall leave at once without altercation and contact City of Ocala Code Enforcement Compliance Officer they are working with on the property or the Code Compliance Office at 352-629-8309 immediately and advise the City's representative of the reason for not completing the assigned work order.

MOWING AND DEBRIS DISPOSAL REQUIREMENTS

Mowing

- Mowing is to be done at a height of four inches (4") for St. Augustine grass and two inches (2") for Bahia grass.
- Proper equipment must be used to mow and properly maintained with sharp blades, so the grass is cut and not torn, causing damage to the grass.
- Contractor must pick up trash and debris in and around the area before mowing and properly dispose of same.
- Contractors will be responsible for all damages incurred to any water sprinkler systems, shrubs, trees, etc. All damage will be reported right away.
- Any damaged ground sprinklers are to be repaired immediately to comply with water conservation regulations.
- Pricing shall be based on acreage of the lot to be mowed.
- City of Ocala Code Enforcement Compliance Office holds the right to verify the reported acreage mowed.

Debris Disposal

- Contractor is responsible for the disposal of all debris.
- The debris hauler will obtain a certified scale ticket and/or load ticket for each load of debris disposed of.
- The certified scale ticket and/or load ticket will be turned into their supervisor at the end of each day.

Pricing shall be based on the weight of the debris removed and a copy of the certified scale ticket and/or load ticket must be attached to the invoice for payment.

Improved Lots

- The contractor shall not use a bush hog or similar type mower for improved property if there is a chance that the weight of the equipment will harm the property by creating ruts.
- All improved properties shall be mowed, weed wacked, edged and hard surfaces blown clean.

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.
8. All company trucks must have a visible company name/logo on the outside of the vehicle.
9. **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.

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. 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.
4. 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.

5. 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.

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.*

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.

INVOICING

1. All original invoices will be sent to: Dale Hollingsworth, Project Manager, Code Enforcement Office, 201 SE 3rd Street, (2nd Floor), Ocala, FL 34471, email: dhollingsworth@ocalafl.gov.
2. Vendor will invoice at least once a month.
3. Vendor will be given a coversheet for their invoice. This coversheet must be filled out correctly and submitted with each invoice.
4. Invoices must be submitted to the Code Enforcement office, via e-mail, within three (3) business days after the work is completed. **The City will provide an invoice template to the awarded contractors.** The invoices must include:

- Location and acreage of the area cleared, and weight of trash/debris removed from site.
- A descriptive itemization of charges.
- Code Enforcement case number as supplied in the work request.
- Weight tickets.
- Before and after photos of subject property.
- Date of completion.

PRICING AND AWARD

1. All line-item prices shall include labor, materials, equipment, and any other expenses that are customary in the performance of the described work. Underbrush is to be included in each line-item cost and cannot be billed separately.
2. The quantities in Price Proposal are estimated based upon past annual usage and should not be construed as guaranteed minimums.
3. Bids will be received on a unit price basis.
4. Award will be made to the two (2) lowest bidders meeting all requirements outlined herein.
5. Upon award to the two lowest bidders, project assignments will be distributed on a rotational basis among the selected contractors.
6. Determination of the lowest bid will be based on the lowest grand total for Exhibit B – Price Proposal.