

BACKGROUND

1. The City of Ocala requires the services of an experienced vendor to provide asbestos, lead, and mold testing services supporting the Code Enforcement department. Awarded contractor(s) will determine the presence of asbestos and lead containing materials and mold in residential or commercial structures and accessory buildings. Duties would include the identification and location of asbestos, lead, and mold, preparing a professionally detailed report of the findings, and providing recommendations for abatement.

LICENSING/CERTIFICATION, AND EXPERIENCE REQUIREMENTS

1. **Licensing Requirement:** Bidder must be properly licensed/certified to conduct the required analysis in the State of Florida to submit a bid for this project.
2. **Experience Requirement:** Bidder must possess three (3) years' experience in providing asbestos, lead, and mold reports.

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 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.

PROJECT SUMMARY, DELIVERABLES AND HOURS

1. **Project Summary:** The Vendor will be required to perform the following services for the City of Ocala:
 - This agreement will primarily service single family, residential homes, with approximately 900 to 1,600 square feet. This is an estimate only. Residences may be smaller or larger.
 - It is estimated that 15-25 structures will require inspection over the term of the annual contract. This is an estimate only. The City of Ocala guarantees no minimum or maximum number of structures.

- Contractor shall comply with applicable laws and regulations of Federal, State, and local government jurisdiction; specifically in accordance with the Housing and Urban Development (HUD) and State Housing Initiatives Partnership (SHIP) Program guidelines.

2. **Deliverables:** The Vendor shall provide professional reports of all completed analysis. Deliverables must be provided to the City of Ocala Project Manager before payment for such work:

A. Lead-based Paint

1. The Consultant shall possess current certifications to demonstrate that either the individual or a principal or an employee of the firm holds both of the following certifications for lead-based paint activities:
 - i. Inspector certification: Environmental Protection Agency (EPA) certified lead- based paint inspector according to 40 Code of Federal Regulations (CFR) 745.226(b)(1); and
 - ii. Risk Assessor certification: EPA certified lead-based paint risk assessor according to 40 CFR 745.226(b)(1).
2. Consultant shall be on the job site, ready to work within five (5) business days of notification of the need for service.
3. Consultant shall perform lead-based paint inspection to determine the location and severity of lead-based paint in structures. Consultant shall test for lead-based paint on a limited number of surfaces and conform to all requirements of the EPA for such inspection.
4. Consultant shall perform lead-based paint risk assessments on structures to determine the presence, type, severity, and location of lead-based paint hazards (including lead hazards in paint, dust, and soil) and provide suggested ways to control them.
 - A. Risk assessments performed by the Consultant shall consist of:
 - i. A visual assessment for deteriorated paint, friction/impact surface hazards, and bare soil;
 - ii. Dust tests for interior window sills and floors;
 - iii. Preparation of an assessment report. Units with bare soil shall require soil testing and those units with deteriorated paint or chewed paint surfaces shall require paint chip testing or X-ray fluorescence (XRF) testing to determine whether the paint is lead-based paint. Consultant shall conform to all requirements of EPA for such assessment; and,
 - iv. Consultant shall order laboratory analysis as applicable and include results in the assessment report.
 - B. The risk assessment shall include recommendations to the City Project Manager. The Scope of Work shall include abatement of the lead-based paint hazards or the repair, rehabilitation and painting as applicable.
 - i. Consultant shall provide clear instructions for the City Project Manager to provide to rehabilitation contractors so that work with lead paint is safe and in accordance with U.S. Department of Housing and Urban Development (HUD) and/or EPA standards.
4. Consultant shall perform and submit a clearance examination and report of the work site

as requested by the City Project Manager.

5. Consultant shall deliver a signed inspection risk assessment report within thirty (30) business days from the date the report is ordered. Consultant has the option of delivering a hard copy of the report or providing one that is electronically transmitted. The report shall not be submitted solely by facsimile transmission.

B. Mold

1. Consultant shall possess licensure under Section 468.84, Florida Statutes to conduct mold assessment for the presence of mold.
2. Consultant shall be on the job site, ready to work within five (5) business days of notification of the need for service.
3. Consultant shall perform mold inspection on structures to determine presence, type, severity and location of mold and shall provide a written report to City Project Manager including recommendations.
4. Consultant shall deliver a signed mold inspection/survey assessment report within thirty (30) business days from the date the report is ordered. The Consultant has the option of delivering a hardcopy of the report or providing an electronically transmitted report.
5. Perform and submit a clearance examination and report of the work site as requested by the City Project Manager.

C. Asbestos

1. Consultant shall possess certification to test for the presence of asbestos or be certified as an asbestos consultant or asbestos contractor.
 2. Consultant shall be on the job site, ready to work within five (5) business days of notification of the need for service.
 3. Consultant shall perform asbestos inspection on structures to determine presence, type, severity and location of asbestos and shall provide written report to City Project Manager including recommendations.
 4. Based on initial asbestos inspection results and the City Project Manager's approval, Consultant may be directed to conduct a survey for determination of actual asbestos. Sampling shall not be conducted unless directed by City Project Manager.
 5. Consultant shall deliver a signed inspection/survey assessment report within thirty (30) business days from the date the report is ordered. The Consultant has the option of delivering a hardcopy of the report or providing an electronically transmitted report.
3. **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. **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.

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.

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. Analysis 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. 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. Vendor 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 Director of Community Development Services.

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.

INVOICING

1. All original invoices will be sent to: Shaneka Greene, Code Enforcement Division, 201 SE 3rd Street, 2nd Floor, Ocala, FL 34471, email: sgreene@ocalafl.gov.
2. Vendor 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.
4. Award will be made to the lowest bidder(s) meeting all requirements outlined herein. City has the option to award to multiple vendors.