

BACKGROUND

1. This project involves providing all necessary materials, labor, and equipment for Environmental Water (Wastewater and Drinking Water) Testing Services on behalf of the City of Ocala Compliance Monitoring Division, pertaining to Water Reclamation Facility (WRF) #2 and the Leeward Air Ranch/Perry Spray Field Agreement.

LICENSING AND EXPERIENCE REQUIREMENTS

1. **Certification Requirement:** Laboratories must be certified under the National Environmental Laboratory Accreditation Program (NELAP) by the Florida Department of Health. These standards shall be those adopted at the National Environmental Laboratory Accreditation Conference (NELAC) in accordance with the test requested by the City of Ocala. The winning vendor shall submit copies of these current certifications for the analyte(s) with their quote.
2. **Experience Requirement:** Bidder must possess five (5) years' experience in providing testing services for wastewater and drinking water.

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 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. Prices increases shall be based on the CPI-U and Vendor must submit their request for an increase with CPI justification at least 90 days prior to the end of the current term.
4. **Lead Time:** The maximum acceptable results turn-around time is 21 calendar days from sample receipt.

DELIVERY

1. Supplies will be delivered or shipped to Water Resources, Attn: Benjamin Moose, Compliance Monitoring Manager, Compliance Monitoring Division, 4200 SE 24th Street, Ocala, FL 34471
2. Scheduling of all deliveries shall be coordinated with the City Project Manager.

PROJECT SUMMARY, DELIVERABLES AND HOURS

1. **Project Summary:** The Vendor will be required to perform the following services for the City of Ocala:
 - A. Vendor shall perform all analytical tests as outlined in Appendices A, B, and C.
 - B. The addresses of the sampling locations are provided below:
 - Monitoring Well CW4D – 7787 SE 110th Street Road

- Monitoring Well CW5D – 7787 SE 110th Street Road
 - Monitoring Well CW6D – 7787 SE 110th Street Road
 - Monitoring Well CW7D - 7787 SE 110th Street Road
 - Miller - 9726 SE 70th Terrace
 - Devellegas - 9739 SE 72 Avenue
 - Tellechia - 8977 SE 72 Avenue
 - Sebexen - 8927 SE 72 Avenue
 - Albert's - 8950 SE 70 Terrace
 - Dash North - 9418 SE 70 Terrace
 - WRF #2 – 4200 SE 24 Street
 - Equipment Blank
2. **Working Hours:** The normal/standard working hours for this project are 8:00 AM – 5:00 PM Monday through Friday, excluding holidays.

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. 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.

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.
 - C. Provide office facilities for the Vendor, if needed.
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. Vendor shall collect all samples. Sampling fees must be included in the quoted price.
3. Re-samples are to be at Vendor's expense and processes as expedited or rush samples.
4. Test results to be reported in Florida Department of Environmental Protection (FDEP) format, and Method Detection Limits (MDLs) specified by FDEP Central District. Where possible, a method that has an MDL below the Maximum Contaminant Level (MCL) must be used.
5. The Vendor shall obtain and pay for any and licenses, additional equipment, dumping and/or disposal fees, etc., required to fulfill this contract.
6. 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.
7. 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.
8. 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.
9. 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 50% 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 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.

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: Benjamin Moose, Compliance Monitoring Manager, Water Resources Department, 4200 SE 24th Street, Ocala, FL 34471, email: bmoose@ocalafl.gov.
2. Vendor will invoice at least once a month.
3. Vendor will be given a coversheet for their invoice. This cover sheet must be filled out correctly and submitted with each invoice.

PRICING AND AWARD

1. Bidder must upload a completed Exhibit B - Price Proposal with their response.
2. Bidder must bid on all line items.
3. The quantities in Exhibit B - 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 Vendor only for the actual units that the Vendor provides, installs, or constructs.
5. Award will be made to the lowest, most responsive bidder meeting all requirements outlined herein.
6. Awarded Vendors shall comply with all applicable provisions of Section 787.06, Florida Statutes. Specifically, all non-governmental Vendors shall provide the City of Ocala with an affidavit signed by an officer or a representative under penalty of perjury attesting that the non-governmental entity does not use coercion for labor or services as defined in Section 786.06(2).