

BACKGROUND

1. The City of Ocala requires the services of an experienced vendor to provide services (painting the inside bottoms of dumpsters) supporting the operation of the Public Works Sanitation Division.

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 2 years.
2. **Renewals:** One (1) optional, one-year renewal term.

The resulting contract will begin on June 25/2025.

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 the Vendor must submit their request for an increase with CPI justification at least 90 days before the end of the current term.

DELIVERY

1. Services will be provided at Public Works Sanitation, 2100 NE 30th Avenue, Bldg. 200, Ocala, FL 34470.
2. Scheduling of all deliveries shall be coordinated with the City Project Manager or designee.

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 will provide and apply a protective coating only on the interior bottom of brand-new dumpsters on an as-needed basis, including a minimum of 4 inches up each of the four sides from the bottom. Vendor shall provide all labor, equipment, tools, and applicators necessary to provide painted protective coating for dumpsters. These services include prepping the interior bottoms of 6 and 8 cubic yard dumpsters, followed by the application of a special coating which consists of various materials, including a protective coating and solvents. This coating will extend the life of the City's dumpsters. The protective coating should include the following:
 - i. Spot prime: B50WZ0001- Kem Kromik Universal Metal Primer
Finish: B54W00151- Pro Industrial Urethane Alkyd Enamel

Or

 - ii. Finish: B58W00620- Macropoxy 646-100 Fast Cure Epoxy, Part A
 - iii. Finish: B58V00600- Macropoxy 646 Fast Cure Epoxy Part B Hardener
 - b. Maintenance painting will frequently not permit or require complete removal of all old coatings before repainting. However, all surface contamination, such as oil, grease, loose paint, mill scale, dirt, foreign matter, rust, mold, mildew, mortar, efflorescence, and sealers must be removed to assure sound bonding to the tightly adhering old paint. Glossy surfaces of old paint films must be clean and dull before repainting. Thorough washing with an abrasive cleanser will clean and dull

in one operation, or wash thoroughly and dull by sanding. Spot prime any bare areas with an appropriate primer. Recognize that any surface preparation short of total removal of the old coating may compromise the service life of the system. Check for compatibility by applying a test patch of the recommended coating system, covering at least 2 to 3 square feet. Allow to dry for one week before testing adhesion per ASTM D3359. If the coating system is incompatible, complete removal is required.

2. **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 a 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 a 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 markup fee for material furnished by the City.

VENDOR RESPONSIBILITIES

1. The Vendor shall complete all work performed under this solicitation following the 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 licenses, additional equipment, dumping and/or disposal fees, etc., required to fulfill this contract.
3. Coating application shall comply with all requirements and instructions of applicable manufacturers.
4. Vendor is responsible for any 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.

SUB-CONTRACTORS

1. Vendor must perform a minimum of 30% of the work with their forces.
2. Services assigned to subcontractors 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 the accumulation of waste materials and rubbish caused by operations and employees. Such responsibilities shall include, but not be 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 legally dispose of debris.
2. **Final Cleaning:** Upon completion of work, clean the 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 their original condition.
 - C. The Vendor shall clean and remove from the premises all surplus and discarded materials, rubbish, and shall have the work in a neat and presentable condition.

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.

WARRANTY

1. Vendor will provide a ten (10) year material and labor warranty from the date of completion, against operational failure caused by defective material or workmanship which occurs during normal use.
2. All manufacturer warranty documentation must be provided before the final payment request.

INVOICING

1. All original invoices will be sent to: Dwayne Drake, Project Manager, Public Works Department, 1805 NE 30th Avenue, Building #300, Ocala, FL 34470, email: ddrake@ocalafl.gov

PRICING AND AWARD

1. Bidder must upload a complete **Exhibit B – Price Proposal** with their response.
2. The quantities 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. The City will pay the Vendor only for the actual units that the Vendor coats.
4. Award will be made to the lowest bidder meeting all requirements outlined herein.