BACKGROUND

1. The City of Ocala requires the services of an experienced Contractor to provide Wastewater Tanker services/goods supporting the Water Resources department/operation of the sewage tanker and wastewater plant needs.

EXPERIENCE REQUIREMENTS

1. **Experience Requirement:** Bidder must possess 5 years documented experience in providing Wastewater Tanker Services.

INSURANCE REQUIREMENTS

NOTE: STANDARD INSURANCE REQUIREMENTS include General & Auto Liability and Workers Comp.

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:** for the duration and up to three (3) years after the completion of the project.

CONTRACT TERM/DELIVERY TIMELINE

1. **Term:** The resulting contract will be for an initial term of 2 years.
2. **Renewals:** Two (2) optional, one-year renewal term.
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 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. **Project Summary:** The Contractor will be required to perform the following services for the City of Ocala:

   - 7,100-gallon tanker truck service
   - Emergency/Night 7,100-gallon tanker truck (Must respond with a tanker within an hour and a half of Emergency call out)
   - 3,600-gallon vacuum truck service
   - Emergency/Night 3,600-gallon vacuum truck (Must respond with a tanker within an hour and a half of Emergency call out)
   - Removal of City of Ocala decant roll-off box and disposal from facilities (Dump & Return Plus Tipping Fees)
   - Cleaning of City's wastewater treatment plants, of sand, grit, and debris
   - Removal of sludge/wastewater to be removed to approved State of Florida offsite facility for treatment and disposal
   - Emergency dumping of lift stations debris for processing

- Lift station cleaning

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. Contractor shall provide an assigned project manager, who will be the primary point of contact. Contractor 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, Contractor must replace any incompetent, unfaithful, abusive, or disorderly person in their employment. The City and Contractor must each be promptly notified by the other of any complaints received.
4. The employees of 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.
9. Contractor must provide a 24-hour contact in the event of emergencies.

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 Vendor's responsibilities.
   C. Provide office facilities for the Vendor, 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 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 Contractor shall obtain and pay for any and licenses, additional equipment, dumping and/or disposal fees, etc., required to fulfill this contract.
3. Installation shall be in compliance with all requirements and instructions of applicable manufacturers.

4. Contractor 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 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 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. 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. 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.
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: Luis Acosta Project Manager, Chief – System Maintenance.

2. Contractor will invoice after services are provided.

3. Weight tickets from a permitted wastewater treatment facility must be included with all invoices submitted by Contractor.

4. Contractor will be given a coversheet for their invoice. This coversheet 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, with the exception of optional items.

3. Bids will be received on a unit price basis. The city will pay the Contractor only for the actual units that the Contractor provides, or constructs.

4. Award will be made to the lowest most responsive, responsible bidder meeting all requirements outlined herein.

5. 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).

6. 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 Contractor/Vendor may be offset by any delinquent amounts due to the City or fees and/or charges owed to the City.

7. Vendor must be registered through the E-Verify system, confirming the eligibility of their employees to work in the United State