

**BACKGROUND**

1. The City of Ocala requires the services of an experienced Vendor to provide environmental water testing services (including wastewater and drinking water) for the Compliance Monitoring Division, supporting two wastewater treatment facilities, two water treatment facilities, and one water quality laboratory. Services shall include all permit-required analyses for applicable regulatory agencies on behalf of the Water Resources Department.

**LICENSING AND EXPERIENCE REQUIREMENTS**

1. **Certification Requirement:** Bidder must be certified under the National Environmental Laboratory Accreditation Program (NELAP) by the Florida Department of Health in accordance with the test requested by the City of Ocala. Vendor must submit copies of current certifications in analyte(s) with their quote.
2. **Experience Requirement:** Bidder must possess three (3) years' experience in providing environmental water testing for compliance monitoring.

**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 years.
2. **Renewals:** Two (2) One-Year Renewals are optional.
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.

**DELIVERY**

1. Supplies will be delivered or shipped to the Project Manager, Benjamin Moose, Compliance Monitoring Manager, Compliance Monitoring Division, City of Ocala.
2. Scheduling of all deliveries shall be coordinated with the City Project Manager, Benjamin Moose.

**PROJECT SUMMARY, DELIVERABLES AND HOURS**

1. **Project Summary:** The Vendor will be required to perform the following services for the City of Ocala: The estimated number of tests to be conducted annually, as shown in the appendices, is based on regulatory requirements. The actual number may change depending on annual requirements and needs.
  - Vendor shall perform Drinking Water Testing (Water Treatment Plant 1 & 2) outlined in **Appendix A** on Exhibit B – Price Proposal.

- Vendor shall perform Quarterly Sludge (Water Reclamation Facility 2 & 3) test outlined in **Appendix B** on Exhibit B – Price Proposal.
  - Vendor shall perform Annual Sludge TCLP (Water Treatment Plant 1, Water Reclamation Facility 2 & 3) test outlined in **Appendix C** on Exhibit B – Price Proposal.
  - Vendor shall perform Quarterly TKN and Sodium (Water Reclamation Facility 3 Monitoring Wells) test outlined in **Appendix D** on Exhibit C – Price Proposal.
  - Vendor shall perform Reagent Water Testing (Water Quality Laboratory) outlined in **Appendix E** on Exhibit B – Price Proposal.
  - Vendor shall perform Annual Effluent (Water Reclamation Facility 2 & 3) test outlined in **Appendix F** on Exhibit B – Price Proposal.
  - Vendor shall perform Annual Influent (Water Reclamation Facility 2 & 3) test outlined in **Appendix G** on Exhibit B – Price Proposal.
  - Vendor shall perform Annual Reclaimed Water (Water Reclamation Facility 2 & 3) test outlined in **Appendix H** on Exhibit B – Price Proposal.
  - Vendor shall perform Annual Industrial 1 test outlined in **Appendix I** on Exhibit B - Price Proposal.
  - Vendor shall perform Annual Industrial 2 test outlined in **Appendix J** on Exhibit B - Price Proposal.
  - Vendor shall perform Lead and Copper Rule test outlined in **Appendix K** on Exhibit B - Price Proposal.
2. **Deliverables:** Test results shall be reported in the Florida Department of Environmental Protection (FDEP) format and shall meet the Method Detection Limits (MDLs) specified by the FDEP Central District. Where feasible, the Vendor shall use analytical methods with MDLs below the applicable Maximum Contaminant Levels (MCLs).
  3. **Testing Results** – Turn-around time for testing results shall not exceed 21 calendar days from the date of sample receipt.
  4. **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. 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 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 collect all samples and have ready for the Vendor to pick-up.
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. Shipment of sample kits to Ocala and the pick-up and shipment of samples from Ocala to the Vendor are the Vendor's responsibility, and all associated costs must be included in the quoted price.
2. Resamples that are not the result of a City error shall be provided at the Vendor's expense and processed as expedited or rush samples at no additional cost to the City.
3. Sample bottle preparation and shipping containers shall be provided by the Vendor. All sample bottles must be labeled with the corresponding analyte, and trip blanks shall be included when required.
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 them of the reason for not completing the assigned project.
6. 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.

7. 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.
8. Vendor shall supply City staff with access to the testing and reporting database.

### **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.
2. **Safety:** 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.
3. 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: Benjamin Moose, Compliance Monitoring Manager, Water Resources Department, 4200 SE 24<sup>th</sup> 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, with the exception of optional items.
3. The quantities in Exhibit B - Price Proposal are estimated based on past annual usage and should not be construed as guaranteed minimums.
4. Bids shall be submitted on an annual, per-Appendix price basis and shall include all necessary sampling bottles and sampling kits. The total contract amount shall reflect the full three-year term.
5. Award will be made to the lowest, most responsive and responsible bidder meeting all the requirements outlined herein.
6. Although the expectation is to award this contract to a single vendor, the City may, at its sole discretion, award this contract to multiple bidders if deemed in the City's best interest.

7. 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),.