

SECTION A - INTRODUCTION

The City of Ocala (the "City") is soliciting bids from experienced Vendors for the provision of proper and legal transfer and disposal of residential and commercial solid waste materials in support of the Sanitation Division of the Public Works Department. The City collects approximately 65,000 tons of Class I and Class III solid waste on an annual basis.

Vendor will provide all labor, supervision, material, facilities, and equipment necessary for transfer station processing of all acceptable waste delivered and the disposal of the City's acceptable waste at a legally approved and properly permitted site that is designated by contract for the disposal of all municipally collected solid waste, industrial waste, waste tires and hazardous waste.

The City of Ocala expects to pay a fair and reasonable price for the provision of these services in an amount not to exceed the amounts quoted in response to this Invitation to Bid and, in any event, not more than \$19,000,000 over the course of the initial term of any contract awarded.

SECTION B - BACKGROUND**1. RESIDENTIAL SERVICES**

The City provides approximately 17,500 residential customers with once per week curbside garbage collection services, utilizing using up to ten trucks per day. Our Residential Sanitation Division provides collection services between the hours of 7:00 a.m. and 5:00 p.m., Monday through Thursday (and on Fridays during holiday weeks). Each residential garbage truck averages two loads per day. The approximate annual amount of residential garbage collected equals 17,000 tons.

2. COMMERCIAL SERVICES

The City's 13,000 commercial, industrial, and multi-family customers receive solid waste collection services ranging from once to six times per week, with dumpster sizes ranging from two to eight cubic yards. Each commercial garbage truck averages two to three loads per day, using up to nine trucks Monday through Friday, and two trucks on Saturday. Regular collection services are provided Monday through Saturday between the hours of 4:00 a.m. and 2:00 p.m. The approximate annual amount of commercial and industrial waste collected by the Commercial division equals 48,000 tons.

SECTION C - DEFINITIONS

For the purposes of this Scope of Work, the following terms shall have the following meanings:

- 1. Acceptable waste** - That portion of the solid waste stream that may be disposed of lawfully in a permitted disposal facility in Florida. Generally, acceptable waste includes garbage, household waste, commercial waste, and institutional waste. Acceptable waste does not include hazardous waste (except household hazardous waste and waste from conditionally exempt small quantity generators), hazardous substances, medical waste, special waste, waste tires, construction and demolition debris, yard trash, or other wastes requiring special handling or management.

2. **Class I Waste** – Municipal residential solid waste including food waste (such as meats, vegetables, fruits, and scraps) that is subject to decay and any other items that are discarded or considered useless material. This does not include hazardous or biohazardous matter.
3. **Class III Waste** – Furniture, toys, wood fencing, junk, and miscellaneous discarded items other than garbage and yard waste.
4. **Commercial Garbage**- Solid waste from premises used mainly for the purposes of a trade or business or for the purpose of sport, recreation, education, or entertainment.
5. **Disposal Facility**- The lawfully permitted solid waste management facility where the Vendor will take the City's acceptable waste for final disposal.
6. **Residential Garbage** - Solid waste comprising of garbage and rubbish (such as bottles, cans, clothing, compost, disposables, food packaging, food scraps, newspapers, and magazines) that originates from private homes or apartments.

Transfer station- A solid waste transfer, waste processing, and transportation facility.

SECTION D - EXPERIENCE, LICENSING AND LOCATION REQUIREMENTS

As part of the selection process, bidders must first demonstrate they are qualified to participate in the solicitation process by clearly showing they meet the minimum qualification requirements set forth herein. Bidders who do not meet the qualification requirements will not be accepted.

1. Minimum Experience Requirements:

- a. In order to meet the City's minimum qualification requirements, bidders must have no less than five (5) years performing solid waste disposal services like those described within this scope of work.
- b. Bidders must provide three references for similar work performed within the past five (5) years.

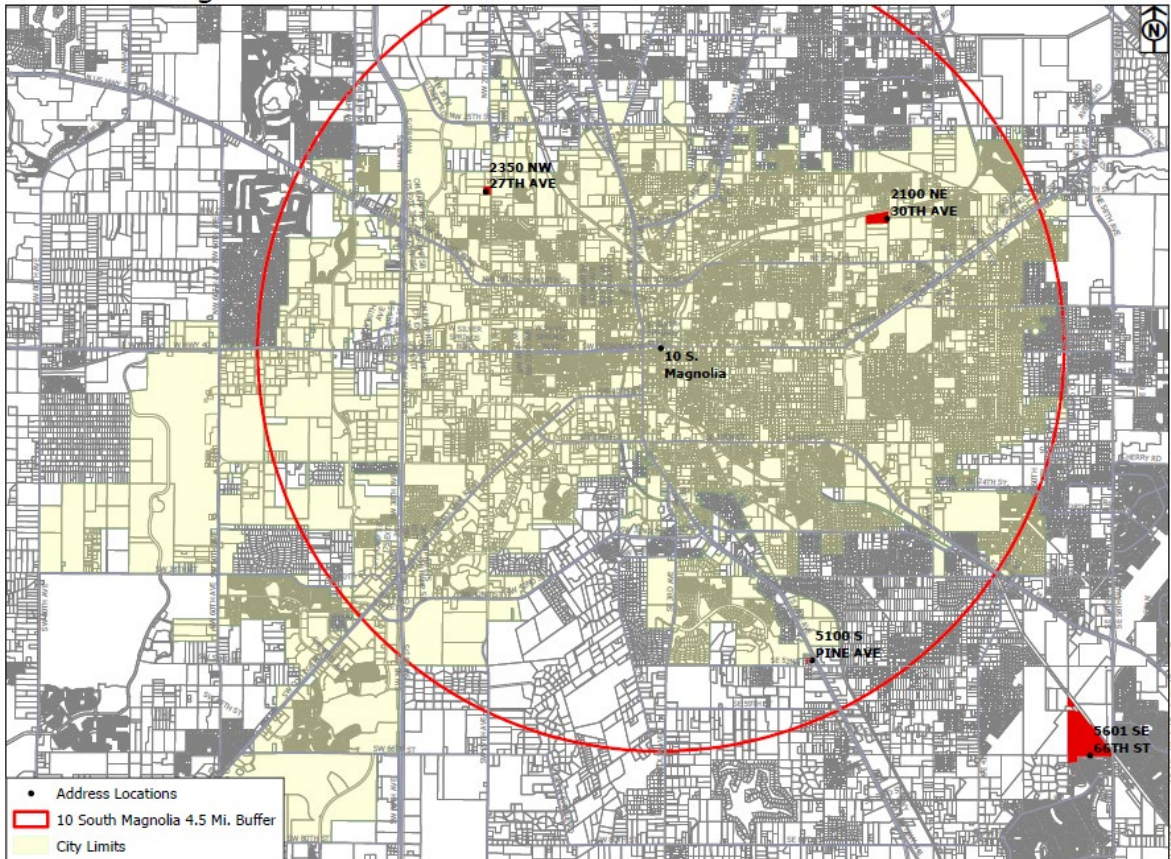
2. Licensing Requirements:

- a. The awarded Vendor shall secure, renew, modify (if necessary), maintain, and pay for all permits, licenses, inspections, and other governmental charges that are necessary for the Vendor's performance under the resulting contract.
- b. The awarded Vendor's selected transfer station, waste processing facility, and disposal facility must meet all applicable Florida Department of Environmental Protection (FDEP) and Florida Administrative Code (FAC) Chapter 62-701 Solid Waste Management Facilities requirements.

3. Location Requirements:

- a. The awarded Vendor's selected transfer station, waste processing facility and/or disposal facility must be located within the following boundaries: north boundary NE and NW 35th St.; south boundary SE and SW 52nd St.; east boundary SE and NE 44th Ave.; and the west boundary SW and NW 44th Ave. (see map).
- b. The only exception to requirement 3(a) above shall be the Marion County Baseline Landfill Facility located at 5601 SE 66th St. in Ocala. (**As shown in the map below**):

10 South Magnolia to 4.5 Mile Buffer



SECTION E – CITY RESPONSIBILITIES

The City of Ocala will deliver Class I and Class III waste, residential garbage, commercial garbage, and other acceptable waste to the awarded Vendor's selected transfer station or waste processing facility, for processing, and transportation to a lawfully permitted solid waste management facility, for final disposal.

SECTION F - VENDOR REQUIREMENTS

The awarded Vendor will be required to adhere to the following:

1. Vendor shall be responsible for complete disposal of all collected waste, in the most cost efficient and effective manner.
2. Vendor shall be solely responsible for ensuring its performance under the resulting contract is done in

accordance with all applicable local, state, and federal laws and permitting regulations.

3. Vendor shall provide all labor, facilities, supervision, materials, facilities, and equipment necessary for the processing of all acceptable waste delivered and for the transportation of all acceptable waste from the Vendor's transfer station or waste processing facility for disposal at a disposal facility.
4. Vendor shall: (a) inspect, process, and load all acceptable waste; (b) transport acceptable waste from the transfer station or waste processing facility; and (c) dispose of that acceptable waste at the disposal facility.
5. **ANNUAL HOUSEHOLD HAZARDOUS WASTE DAYS.** Vendor must also properly dispose of all residentially generated hazardous waste collected at two annual household hazardous waste collection days and two annual tire amnesty collection days sponsored by the City free of charge. These single day events will be held at a City-owned facility capable of handling such an event or at another suitable site mutually agreed to by both parties.
6. Vendor agrees to accept up to 20 tons of hazardous/prohibited waste per year that is unknowingly or prearranged to be delivered by the City and up to \$5,000 annually in additional disposal fees for the disposal of hazardous waste that is unintentionally delivered to the facility by the City as part of an acceptable waste load that is discovered to be accidentally comingled with hazardous waste. Vendor also agrees to accept up to 50 tons of waste tires annually at no additional charge.
7. Vendor shall provide flexibility in operations and operating hours in the event of an emergency or natural disaster to accommodate the needs of the City. This would include additional opening hours for Saturdays and Sundays as needed for emergency collection drop-offs.
8. Vendor shall allow the City to deliver individually collected household hazardous and electronic waste to the transfer station or waste processing facility to be stored in-between our two collection day events, which will be disposed of by the transfer station or waste processing facility at that time.
9. Vendor shall provide a 30-yard roll-off container at Sanitation for the collection of tires. Vendor must trade out the container each time they are notified for pick up.
10. Vendor shall provide a 20-yard roll-off container at Ocala Electric Utility for the collection and disposal of utility poles. Vendor must trade out the container each time they are notified for pick up.
11. Vendor shall obtain and pay for any and licenses, additional equipment, dumping and/or disposal fees, etc., required to fulfill this contract.
12. Vendor shall utilize competent employees in performing the work. Employees performing the work on behalf of Vendor must be properly licensed or qualified as required by the scope/project.
13. 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's Project Manager. The telephone number provided must be answered during normal working hours or voicemail must be available to take a message.

14. At the request of the City, 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.
15. Vendor shall 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.
16. Vendor shall possess all required equipment to perform the work.
17. Lighting in the Vendor's transfer station or waste processing facility must be good and must be maintained in good operating condition.
18. Hose(s) should be available, operational, and always in good condition for truck wash outs.

SECTION G - VALUE ADDED SERVICES

Vendor **MUST** also provide, at a minimum, the following value-added services, at no additional cost to the City:

1. Vendor must make at least ten (10) portable toilets continuously available without charge at various locations throughout the City as designated by the Director or his designee.
2. Vendor must provide 500 event boxes (disposable cardboard trash containers) and 800 event box liners annually free of charge.

SECTION H - CONTRACT TERM/DELIVERY TIMELINE

1. **Term:** The resulting contract will be for an initial term of 5 years, and would be effective October 1, 2025 through September 30, 2030.
2. **Renewals:** One (1) optional, five-year renewal term will be available under the resulting contract.
3. **Escalation:** 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.

SECTION I - 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.
4. **Pollution Liability:** for the duration and up to three (3) years after the completion of the project.

SECTION J - INVOICING

1. All invoices should be e-mailed to the City's project manager. The e-mail address will be provided to the awarded Vendor. E-mail invoice is the **preferred** method of delivery.
2. Vendor will invoice at least once a month.

SECTION K - 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 Price Proposal are estimated based upon past annual usage and should not be construed as guaranteed minimums.

BASE BID PRICING

4. Bids will be received on unit price basis for "per ton" cost for Class I and Class III waste, hazardous waste, and tires. Unit cost must include all costs to provide the services described within this scope of work.
 - a. Hazardous waste and tires will be disposed of at no cost to the City unless the estimated annual tonnage is exceeded.
 - b. Pricing for disposal of hazardous waste and tires will not be included in the base bid amount.

ADDITIONAL PRICING

5. Bidders must provide pricing for hazardous waste and tires as follows:
 - a. "Per ton" cost for complete disposal of hazardous waste (after 20 annual tons has been exceeded).
 - b. "Per ton" cost for complete disposal of tires (after 50 annual tons has been exceeded).
6. Award will be made to the lowest bidder, meeting all requirements outlined within this scope of work. Low bid will be determined based on the lowest total base bid amount.