

**BACKGROUND**

1. Vendor shall provide tank wagon (less than 5,000) delivery service of bulk gasoline, dyed diesel, and REC-90 fuel on an as-needed basis to specific City locations.

**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 Insurance:** Vendor shall provide, for a period of Three (3) Years after final completion of the Work, pollution liability insurance coverage for claims arising from the discharge, dispersal, release, or escape of any irritant or contaminant into or upon land, any structure, the atmosphere, watercourse, or body of water, including groundwater, in an amount not less than One Million Dollars (\$1,000,000) per claim, and Two Million Dollars (\$2,000,000) aggregate limit. This shall also include coverage for claims of: (a) clean up, either on-site or off site; (b) third party liability, including bodily injury, property damage, natural resource damage, third party property loss of use/revenue, and clean up; and/or (c) costs incurred for the investigation, defense, or settlement of claims, fines, or penalties.

**CONTRACT TERM/DELIVERY TIMELINE**

1. **Term:** The resulting contract will be for an initial term of two (2) 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. Price 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 lead time on materials is two (2) weeks.

**DELIVERY**

1. Supplies will be delivered to the specific sites detailed in the project summary.
2. Scheduling of all deliveries shall be coordinated with the City Project Manager.

**PROJECT SUMMARY, DELIVERABLES AND HOURS**

1. **Project Summary:** Vendor shall provide bulk deliver of fuels by tank wagon based on the prior day Oil Price Information Service (OPIS) daily average of the product, plus fuel markup margin per gallon, average common carrier freight, and applicable taxes. Fuel products delivered by tank wagon will be invoices at gross gallons, as evidenced by the tank wagon delivery meter. Invoice must show all applicable taxes and fees as separate line items.
2. **Vendor shall provide the following fuel:**
  - Regular Unleaded Gasoline E-10, 87 Octane
  - #2 Dyed Diesel, 15 ppm Ultra Low Sulfur
  - Rec-90

**3. Locations:**

<b>Location Name</b>	<b>Address</b>	<b>Fuel Type</b>	<b>Tank Capacity</b>
Ocala Golf Club	3130 E Silver Springs Blvd. Ocala FL 34470	Gasoline	280/500
Ocala Golf Club	3130 E Silver Springs Blvd. Ocala FL 34470	#2 Dyed Diesel	500
Ocala International Airport	750 SW 60th Ave. Ocala, FL 34474	Gasoline	275
Ocala International Airport	750 SW 60th Ave. Ocala, FL 34474	#2 Dyed Diesel	275
Ocala City Complex	2100 NE 30th Ave. Ocala, FL 34470	REC-90	500
Water Treatment Plant	1808 NE 36th Ave. Ocala, FL 34470	#2 Dyed Diesel	5,600
WRF #2	4200 SE 24th St. Ocala, FL 34470	#2 Dyed Diesel	5,000
WRF #3	3100 SW 67th Ave. Ocala, FL 34474	#2 Dyed Diesel	10,200

4. **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 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 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. The Vendor 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. 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 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.

**SUB-CONTRACTORS**

1. Vendor must perform a minimum of 30% 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.
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 Vendor 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 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: John King, Project Manager, Fleet Management Department, 1805 NE 30th Avenue, Building 200, Ocala, FL 34470, email: [ARothchild@Ocalafl.gov](mailto:ARothchild@Ocalafl.gov).
2. Vendor will invoice at least once a month.

## PRICING AND AWARD

1. The vendor will calculate the price per gallon based on the daily OPIS average contract price, plus all applicable taxes, fees, delivery charges, and additional costs. For bid evaluation purposes, please use the OPIS price for Tampa, FL as of July 15, 2024
2. Bidder must upload a completed Price Proposal with their response.
3. Bidder must bid on all line items, with the exception of optional items.
4. The quantities in Price Proposal are estimated based upon past annual usage and should not be construed as guaranteed minimums.
5. 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.
6. Award will be made to the lowest bidder meeting all requirements outlined herein.