



**CITY OF OCALA
PURCHASING DEPARTMENT
REQUEST FOR QUOTATION
Q 1601**

Company Name _____
Company Address _____

**REPLY NO LATER THAN
4:00 P.M., Wednesday,
September 15, 2004**

DATE ISSUED 9/14/2004

- **Work to commence with equipment and personnel on September 16, 2004 at 7:00 A.M. if awarded the contract.**
- **Pricing to include all costs associated with the loading, hauling and disposal of waste.**
- **Contract will be awarded to multiple contractors.**

SERVICE	RATE/cubic yard
Loading, hauling and disposal of Clean Yard and Wood Waste	
OPTIONAL PRICING – PRICE PER STUMP	
Stump removal over 2 inches to 24 inches in diameter	
Stump removal 25 to 36 inches in diameter	
Stump removal 37 to 48 inches in diameter	
Stump removal 49 + inches in diameter	

FAXES ARE ACCEPTABLE

THE ABOVE NUMBER MUST APPEAR ON ALL QUOTATIONS AND RELATED CORRESPONDENCE. THIS IS NOT AN ORDER. FOB DESTINATION. PLEASE SUBMIT QUOTE ON THIS SHEET IN THE SPACES INDICATED ABOVE FOR THE ARTICLES DESCRIBED. QUOTATIONS NOT SUBMITTED ON THIS FORM MAY BE REJECTED. BASE YOUR QUOTATIONS ON THE SPECIFICATIONS NOTED ABOVE OR ATTACHED. PRICES QUOTED MUST BE FIRM FOR NINETY (90) DAYS, AND SHALL NOT BE AMENDED AFTER THE DATE AND TIME OF THE OPENING. UNSIGNED QUOTES WILL BE REJECTED. ANY QUESTIONS RELATED TO THE QUOTATION PLEASE REFER TO THE APPROPRIATE BUYER.

ACKNOWLEDGEMENT OF ADDENDUM #1 _____ #2 _____ #3 _____

CITY OF OCALA

PHONE (352) 351-6700
PRINTED Jane Hurley
DATED 09/14/04
FAX (352) 351-6710

VENDOR

SIGNATURE _____
TAX ID # _____
DATED _____
PHONE _____

Solicitation of Qualified Firms to Provide Emergency Debris Loading, Hauling and Disposal Services for Clean Yard and Wood Waste

Part 1

The City of Ocala Purchasing Department announces through its emergency management procedures that it is requesting multiple qualified firms to provide emergency debris loading, hauling and disposal of debris as directed by the City in order to eliminate immediate threats to life, public health, and safety. To eliminate immediate threats of significant damage to improved public property and that which is considered essential to ensure economic recovery of the affected community.

Part 2-Qualification of Providers

Responsive providers must have proof of the necessary personnel and equipment to load and haul emergency debris. This is a large-scale debris removal operation and the respondent must specify the quantity and type of each piece of loading and hauling equipment they will use to provide this service. The respondent must also specify the legally permitted disposal site or permitted processing facility to which this emergency debris shall be taken. If the disposal site is not owned by the respondent, proof that the emergency debris material will be accepted at the respondent's intended disposal site must be submitted with the respondent's submittal. In any event the final disposal site cannot be more than 10 miles outside of the City of Ocala's city limits. Additionally, each respondent is required to provide three references to attest that the respondent has successful past experience responding to a request of this size.

Part 3 – Scope of Services

Under the supervision of the City, the Contractor will load, haul and dispose of all Clean Yard and Wood Waste, one (1) inch in diameter or greater and of any length, that lies within the public right-of-way of streets and roads located in the City. Before initiation of cleanup service, the City will inspect and determine the load capacity of all vehicles to be used by the Contractor. Contractor will provide services along those streets and roads as assigned by the City and will insure that each load is inspected by the City prior to disposal. The City will inspect each load, determine the amount of capacity filled by the load and provide the Contractor with a Load Ticket for each load. Determination of filled capacity for each load will be at the sole discretion of the City. In addition, at the request of the City, Contractor may provide additional services to remove unsafe stumps. Payment for work completed may be invoiced on a bi-weekly basis. Invoices will be based on verified quantities from valid load tickets.

Debris Disposal

Disposal of all eligible debris, ash residue and other products of the debris removal process shall be in accordance with all applicable Federal, State and local laws, standards

and regulations. The Contractor will dispose of all Clean Yard and Wood Waste at a Florida DEP permitted landfill and will provide the landfill operator with a copy of the Load Ticket issued by the City. In the event that the Contractor chooses to use a landfill site other than the City's approved site, known as Friends Recycling, Inc. of Florida; the Contractor agrees to pay for a Load Inspector selected by the City to operate at the alternative disposal site for the duration of the cleanup event. The Contractor will conduct all debris removal operations in a safe manner consistent with appropriate use standards, safety standards and regulatory requirements.

Bidder must provide:

Proof, if applicable, that the respondent owns a permitted yard waste processing site or FDEP permitted disposal site for this purpose.

Proof that the respondent has made other arrangements for the proper disposal of the emergency debris at a legally permitted disposal site.

List of all personnel and equipment to be used to provide the services necessary under this contract. The equipment must indicate whether it is owned, leased, or sub-contracted on the attached form. (List of Equipment and Personnel Form)

Subcontractor and Reference Form.

Contractor must submit a copy of a license issued locally to do business of this nature in Marion County.

Award: Will be based on the lowest bidder(s) meeting specifications and ability to start immediate work with sufficient staff and available equipment. Current workload will be a determining factor.

Permits and Insurance: The Contractor shall provide the City with copies of all Insurance coverage information required for this type of work, along with a copy of a license to do business of this nature in the City of Ocala.

Termination: This agreement will continue for the duration of the cleanup due to the disaster event "Hurricane Frances" and may be terminated at will by the City.

Assignment: This Agreement shall not be assigned by either party without the prior consent of the other party.

Independent Contractor: When performing the activities required by this agreement, the Contractor will be acting in the capacity of an independent contractor and not as an agent, employee, partner, joint-venturer or associate of the City. The Contractor shall have no authority to bind the City to any agreement or contract. No person performing any work or services for the Contractor under this Agreement shall be entitled to any benefits available or granted to employees of the City.

Reference to Parties: Each Reference herein to the parties shall be deemed to include their successors, assigns, heirs, administrators, and legal representatives, all whom shall be bound by the provisions hereof.

Waiver: The failure or delay of any party at any time to require performance by another party of any provision of this Agreement, even if known, shall not affect the right of such party to require performance of that provision or to exercise any right, power or remedy hereunder. Any waiver by any party of any breach of any provision of this Agreement should not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right, power or remedy under this Agreement. No notice to or demand on any party in any circumstance shall, of itself, entitle such party to any other or further notice or demand in similar or other circumstances.

Governing Law: This Agreement is and shall be deemed to be a contract entered into and made pursuant to the laws of the State of Florida and shall in all respects be governed, construed, applied and enforced in accordance with the laws of the State of Florida.

Severability of Illegal Provisions: Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. Should any portion of this Agreement be declared invalid for any reason, such declaration shall have no effect upon the remaining portions of this Agreement.

Section Headings: The section headings herein are included for convenience only and shall not be deemed to be a part of this Agreement.

Rights of Third Parties: Unless expressly stated herein to the contrary, nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the parties hereto and their respective legal representatives, successors and permitted assigns. Nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third persons any right of subrogation or action over or against any party to this Agreement.

Amendment: The provisions of this agreement may not be amended, supplemented, waived, or changed orally but only by a writing making specific reference to this agreement signed by the party as to whom enforcement of any such amendment, supplement, waiver, or modification is sought. No amendment to this Agreement shall be effective except those agreed to in writing and signed by both of the parties to this Agreement.

Entire Agreement: This Agreement, contains all agreements between the Parties. There are no other representations, warranties, promises, agreements or understandings, oral,

written or implied, among the Parties, except to the extent reference is made thereto in this Agreement.

Counterparts: This Agreement may be executed in counterparts, each of which shall be an original and all of which all constitute the same instrument.

Notices: All notices, certifications or communications required by this Agreement shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested, addressed to the respective parties as follows:

If to City of Ocala:

City Of Ocala
Attn: John Zobler, Director
Public Works Department
P.O. Box 1270
Ocala, Florida 34478-1270
352-351-6730

Attorney Fees: If any civil action, arbitration or other legal proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees, sales and use taxes, court costs and all expenses even if not taxable as court costs (including, without limitation, all such fees, taxes, costs and expenses incident to arbitration, appellate, bankruptcy and post-judgment proceedings), incurred in that civil action, arbitration or legal proceeding, in addition to any other relief to which such party or parties may be entitled. Attorneys' fees shall include, without limitation, paralegal fees, investigative fees, administrative costs, sales and use taxes and all other charges billed by the attorney to the prevailing party.

Jurisdiction and Venue: The parties acknowledge that a majority of the negotiations, anticipated performance and execution of this Agreement occurred or shall occur in Marion County, Florida. Any civil action or legal proceeding arising out of or relating to this Agreement shall be brought only in the courts of record of the State of Florida in Marion County or the United States District Court, Middle District of Florida, Ocala

Division. Each party consents to the exclusive jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal proceeding in such court or the right to bring an action or proceeding in any other court. Service of any court paper may be effected on such party by mail, as provided in this Agreement, or in such other manner as may be provided under applicable laws, rules of procedure or local rules.

Jury Waiver: In any civil action, counterclaim, or proceeding, whether at law or in equity, which arises out of, concerns, or relates to this agreement, any and all transactions contemplated hereunder, the performance hereof, or the relationship created hereby, whether sounding in contract, tort, strict liability, or otherwise, trial shall be to a court of competent jurisdiction and not to a jury. Each party hereby irrevocably waives any right it may have to a trial by jury. Any party may file an original counterpart or a copy of this agreement with any court, as written evidence of the consent of the parties hereto of the waiver of their right to trial by jury. Neither party has made or relied upon any oral representations to or by any other party regarding the enforceability of this provision. Each party has read and understands the effect of this jury waiver provision.

Force Majeure: Neither party shall be responsible for damages or delays caused by Force Majeure or other events beyond the control of the other party and which could not reasonably have been anticipated or prevented. For purposes of this Agreement, Force Majeure includes, but is not limited to, adverse weather conditions, floods, epidemics, war, riot, strikes, lockouts, and other industrial disturbances; unknown site conditions, accidents, sabotage, fire loss of or failure to obtain permits, unavailability of labor, materials, fuel, or services; court orders; acts of God; acts, orders, laws, or regulations of the Government of the United States or the several states, or any foreign country, or any governmental agency. Should Force Majeure occur, the parties shall mutually agree on the terms and conditions upon which the Services may be continued.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth above.

City of Ocala

Attest: _____

Valerie J. Forster, City Clerk

By: _____

Mary Sue Rich,
President, Ocala City Council

Contractor

Approved as to form and legality:

By: _____

By: _____

Patrick G. Gilligan, City Attorney

INSURANCE REQUIREMENTS:

1. INDEMNIFICATION CLAUSE:

The Contractor shall indemnify and hold harmless the City and their elected officials, employees and volunteers from and against all claims, damages, losses and expenses, including legal costs, arising out of or resulting from the performance of this contract, provided that any such claim, damage, loss or expenses is attributed to bodily injury, sickness, disease, personal injury or death, or to injury to or destruction of tangible property including the loss or loss of use resulting there from and is caused in whole or in part by any negligent act or omission of the Contractor.

2. SAFETY/ENVIRONMENTAL:

The Contractor is responsible at all times for precautions to achieve the protection of all persons including employees and property.

The Contractor shall make special effort to detect hazardous conditions and shall take prompt action where necessary to avoid accident, injury or property damage. EPA, DEP, OSHA, and all other applicable safety laws and ordinances shall be followed as well as American National Standards Institute Safety Standards. All hazardous spills, accidents, injuries or claims or potential claims shall be reported promptly to the City Risk Management Department.

3. ADDITIONAL INSURED:

The City of Ocala shall be added to all third party coverage required by and provided for this contract as an "ADDITIONAL INSURED".

4. MISCELLANEOUS PROVISIONS:

A. SEVERABILITY OF INTERESTS:

"The Contractor shall arrange for its liability insurance to include, or be endorsed to include, a severability of interest/cross liability provision, so that the City of Ocala (where named as an additional insured) will be treated as if a separate policy were in existence, but without increasing the policy limits."

B. INSURANCE REQUIREMENTS:

These insurance requirements shall not relieve or limit the liability of the Contractor. The City does not in any way represent that these types or amounts of insurance are sufficient or adequate to protect the Contractor's interests or liabilities, but are merely minimums." No insurance is provided by the City under this contract to cover the Contractor/Subcontractors."

C. DUPLICATE COVERAGE:

1. Insurance required of the Contractor or any other insurance of the Contractor shall be considered primary and insurance or self-insurance of the City shall be considered excess, as may be applicable to claims against the City, which arise out of this contract.
2. Insurance written on a "Claims Made" form is not acceptable without Risk Management Department consultation.
3. No work shall be commenced under this contract until the required Certificate(s) have been provided. Work shall not continue after expiration (or cancellation) of the Certificate and shall not resume until new Certificate(s) have been provided.

D. DEDUCTIBLES:

The Contractor's deductibles/self insured retention's shall be disclosed to the City and may be disapproved by the latter. They shall be reduced or eliminated at the option of the City. The Contractor is responsible for the amount of any deductible or self-insured retention."

E. CERTIFICATES:

The Contractor shall provide a Certificate of Insurance, issued by a company authorized to do business in the State of Florida and with an A.M. Best Company rating* of at least B+, showing the City of Ocala as an Additional Insured. [Purchasing Department](#) should be shown as the Certificate Holder, and providing for 30 day cancellation notice.

*Non-rated insurers must be approved by the City Risk Manager.

5. LIABILITY INSURANCE:

"General liability insurance, with combined single limits of not less than \$200,000 per occurrence* shall be provided and maintained by the Contractor. The only aggregate limit acceptable is a "project aggregate" and the Certificate must show an appropriate endorsement (ISO CG2501 or equal)".

If the Commercial General Liability form is used:

Coverage A - shall include premises, operations, products and completed operations, independent contractors, contractual liability covering this contract and broad from property damage coverage's.

Coverage B – shall include personal injury.

Coverage C – medical payments, is not required.

If the Comprehensive General Liability form is used, it shall include at least:

Bodily Injury and Property Damage liability for premises, operations, products and completed operations, independent contractors, and property damage resulting from explosion, collapse or underground (XCU) exposures.

6. **BUSINESS AUTO LIABILITY:**

Business Auto Liability insurance shall be provided by the Contractor with combined single limits of not less than \$200,000 per occurrence and is to include bodily injury and property damage liability arising out of operation, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non ownership use.

7. **WORKERS COMPENSATION:**

The Contractor shall purchase and maintain Workers' Compensation insurance for statutory requirements and employers liability limits of at least \$100,000 each accident and \$100,000 each employee \$500,000 policy limit for disease and shall be responsible for ensuring that any subcontractor has statutory coverage. The City need not be named as an Additional Insured, but a "subrogation waiver endorsement is required".

