



**CONTRACT NO. Y23-103
GREASE TRAPS AND LIFT STATION MAINTENANCE
WITH SEPTIC TANK PUMP-OUTS**

LOT A - Grease Traps & Lift Stations and Lot B - Septic Tank Pump-Outs

This contract is not valid unless bilaterally executed. Subject to mutual agreement Orange County, Florida, hereby enters into a contract subject to the following:

1. Ordering against Contract:
 - A. Unless otherwise specified in the Invitation for Bids, the County will place orders by issuance of a numbered Delivery Order against this contract. Each Delivery Order will specify the quantity, description and location for deliver.
 - B. The obligations of Orange County under this contract are subject to need and availability of funds lawfully appropriated for its purpose by the Board of County Commissioners or other funding source as specified in the terms and conditions.

2. Taxes:

The County has the following tax exemption certificates assigned.

- A. Certificate of Registry No. 59-70-004K for tax free transactions under Chapter 32, Internal Revenue Code;
- B. Florida Sales and Use Tax Exemption Certificate No. 85-8012622266C-0.

3. Invoicing:

- A. Invoices must be submitted, in duplicate, referencing this contract number and the Delivery Order to:


Orange County Administrative Services
Fiscal and Operational Support
400 East South Street, 5th Floor
Orlando, Florida 32801
Phone (407) 836-0052

- B. Invoices against this contract are authorized only at the prices stated in your bid response, unless otherwise provided in the Invitation for Bids.

4. Counterpart (1):
Bidder's Irrevocable Offer and Acceptance

- A. The Bidder hereby submits an irrevocable offer in response to **Invitation for Bids No. Y23-103-MM, GREASE TRAPS AND LIFT STATION MAINTENANCE WITH SEPTIC TANK PUMP-OUTS - Term Contract**, subject to all general terms and conditions and special terms and conditions therein without exception.
- B. All requirements contained in any addenda to the solicitation for this procurement are part of and hereby incorporated into this contract.
- C. Debarment, Suspension, Ineligibility and Voluntary Exclusion
By executing Counterpart (1) the Bidder affirms that it is in compliance with the requirements of 2 C.F.R. Part 180 and that neither it, its principals, nor its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Cloud 9 Services, LLC
(COMPANY NAME)

BY:  (Authorized Signatory)

Curt Fishwalker (Name)

President (Title)

DATE: 10/4/2022

NOTICES: Orange County Procurement (Address)

400 E. south street, 2nd Floor (Address)

Orlando FL 32801 (City, State Zip)

407 836-5635 (Phone)

Procurement@ocfl.net (Email)

- 5. Counterparts. This Agreement may be executed in two identical counterparts, all of which shall be considered one and the same agreement and shall become effective when both counterparts have been signed by each party and delivered to the other party.

Counterpart (1) shall be executed by the bidder and included in the sealed bid response.

Counterpart (2) may be executed by the County Procurement Division to formalize Acceptance of Bidders Offer and Contract Award.


6. Counterpart (2):

Orange County's Acceptance of Bidder's Offer and Contract Award

- A. The County's acceptance of the Bidder's offer in response to our **Invitation for Bids No. Y23-103-MM, GREASE TRAPS AND LIFT STATION MAINTENANCE WITH SEPTIC TANK PUMP-OUTS - Term Contract.**
- B. This contract is effective **April 1, 2023**, and shall remain in effect through **March 31, 2024**.
- C. The estimated contract award for the initial term of the contract is

\$680,158.00
- D. This is a term contract for the time period specified in the referenced Invitation for Bids, for the products/services covered by this contract. The County is not obligated to purchase any minimum amount of products or services, unless otherwise stipulated in the Invitation for Bids. The bidder is granted authorization to proceed to perform services upon receipt of duly executed Delivery Order.
- E. This contract may be renewed as provided in the Invitation for Bids.
- F. Any amendments modifying the terms, conditions or scope of this contract must be in writing and signed by both parties. Such amendment(s) must be signed by the representative of the Orange County Procurement Division to be valid, binding, and enforceable.
- G. This contract may be cancelled or terminated as provided for in the Invitation for Bids.

ORANGE COUNTY, FLORIDA

BY: 
Name, Title Zulay Millan
Procurement Division Assistant Manager, Procurement

DATE: March 2, 2023

**NOTICES: PROCUREMENT DIVISION
INTERNAL OPERATIONS CENTRE II
400 EAST SOUTH STREET, 2ND FLOOR
ORLANDO, FLORIDA 32801
(407) 836- 5635**

Cloud 9

- Services, LLC -

Phone: (407) 481-2750

Fax: (407) 481-8850

Website: www.cloud9services.com

Address: 1201 W Jackson St Orlando FL 32805

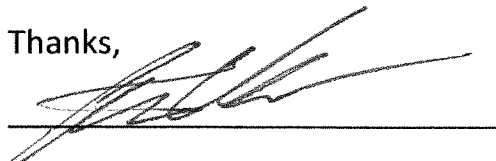
Cloud 9 Services

Date: 10/07/2022

To Whom It May Concern,

I, Curtis Walker, do attest that Cloud 9 Services has adequate experience, staff, resources, facilities and equipment, required to successfully perform the work in accordance to the scope of services herein.

Thanks,



Curtis Walker, President

**SECTION 4
BID SUBMISSION REQUIREMENTS AND DOCUMENTATION**

IMPORTANT NOTE:

Modification or alteration of the documents contained in this solicitation or the contract resulting from this solicitation **shall only be made upon receipt of prior written consent of the County.**

(See: General Terms and Conditions, Article 2, Questions Regarding this Solicitation)

Bidders are cautioned, when completing your bid, do not attach any forms which may contain deviations from the County's scope of services/specification, terms and conditions or fee schedule as these may conflict with those listed in the County's bid documents(s). Unauthorized modifications or alterations and/or inclusion of additional terms and conditions such as those which may be on your company's standard forms shall result in your bid being declared non-responsive as these changes will be considered a counteroffer to the County's bid.

QUALIFICATION OF BIDDERS

BID PACKAGE REQUIREMENTS:

This bid will be awarded to a responsible, responsive bidder, qualified by experience to provide the work specified. Failure to submit the below requested information may be cause for rejection of your bid.

The determination on whether a bidder is responsible or not shall be at the sole discretion of the County. Although the County may request the submission of a minimum number of contracts similar to the requirements of this solicitation with certain minimum dimensions, quantities, dollar values, etc., the County's determination of a bidder's responsibility shall not be solely based on the number of similar procurements the bidder provides but the entirety of the bidder's qualifications.

The Bidder shall submit the following information with the bid. It is recommended to use the list below as a checklist for your bid submittal:

✓ 1. Reference Documentation Form
(Required)

For each lot, Bidder shall provide a minimum of three (3) commercial references from different companies or municipalities. Multiple contacts from the same company and/or under the same contract shall be considered as one reference. Bidder may provide additional references by copying the reference sheets provided in the bid documents. Complete the attached Reference Documentation Form with a brief description of similar work satisfactorily completed that shall include location, dates of contract, names, addresses and telephone numbers of owners, the name, position and telephone number of a contact person, size and description of the units/building's services, and how long your company has serviced the customer.

References shall be for work **substantially similar in scope and magnitude** satisfactorily completed and shall validate the following capabilities and experience:

LOT A

- A. At least two references shall be available to verify that the bidder has performed lift station inspection and pump out for lift stations with wet well capacity above 2,000 gallons.
- B. At least one reference shall be available to verify that the contractor has performed repairs to lift station pumps.
- C. A least one reference shall have used the contractor's services consecutively for two (2) years.

LOT B

- A. At least two references shall be available to verify that the bidder has performed septic tank pumps out for tanks with wet well capacity above 2,000 gallons.
- B. A least one reference shall have used the contractor's services consecutively for two (2) years.

- [✓] 2. Bidders shall submit proof, in the form of a business tax receipt that demonstrates that the company has been in business for a minimum of five (5) consecutive years providing similar services applicable to the lot they are bidding on.
(Required)
- [✓] 3. Bidder shall provide a written statement on its letterhead affirming the firm has adequate experience, staff, resources, facilities and equipment, required to successfully perform the work in accordance scope of services herein.
(Required)
- [✓] 4. Copies of licenses
(Required)

**LOT A - Grease Traps and Lift Station
(Required)**

- a. Bidder shall provide proof from the Utilities Department, Environmental Compliance Section, that they are registered and are authorized to perform services in Orange County.
- b. Bidder shall provide a copy of a valid Certified Plumbing Contractor's license from the State of Florida.

**LOT B – Septic Tanks Pump-Out
(Required)**

- a. Bidder shall provide proof from the Florida Department of Health that they are currently registered with the State—and authorized to perform these services.

- [✓] 5. Bid Response Form
(Required)
- [✓] 6. Acknowledgement of Addenda
(Required if Applicable)
- [✓] 7. Authorized Signatories/Negotiators
(Required)
- [✓] 8. Drug-Free Workplace
(Required)

- 9. Schedule of Sub-contracting
(Required if Applicable)
- 10. Conflict/Non-Conflict of Interest Form
(Required)
- 11. E-Verification Certification
(Required)
- 12. Current W9
(Required)
- 13. Relationship Disclosure Form
(Required to be Submitted and Notarized)
- 14. Orange County Specific Project Expenditure Report.
(Required to be Submitted and Notarized)
- 15. Agent Authorization Form
(Submit if Applicable)
- 16. Leased Employee Affidavit
(Submit if Applicable)
- 17. Information for determining Joint Venture Eligibility (if Applicable)
(Submit if Applicable)
- 18. Contract Y23-103 Counterpart (1), signed without exception to terms and conditions. Counteroffers shall not be allowed.
(Required)

Failure to submit the above requested information may be cause for rejection of your bid.

STATEMENT OF NO-BID

The Procurement Division is committed to continuously improve its processes and our goal is to receive maximum participation from the vendor community. If your firm chooses not to participate in responding to this solicitation please email Megan.Miller@ocfl.net, referencing the IFB number, and briefly explain why the decision was made to not participate.

REFERENCE DOCUMENTATION FORM

List at least three (3) clients during the past ten (10) years for which you provided a comparable amount of goods or services substantially similar to those specified in the solicitation in the spaces provided below. Provide the Company name, contact person, address, email address, telephone number, and date services were performed, as described.

1. Company Name: City of Orlando
Owner's Name: " "

Description of goods or services provided: Lift Station

Cleaning

Contract Amount: N/A

Start and End Date of Contract: 6/15/2022

Contact Person: Robert Sinico

Address: 5420 LB McLeod Rd, Orlando

Telephone Number: 904-468-0744

Email Address: robert.sinico@cityoforlando.net

2. Company Name: FDOT - District 7
Owner's Name: " "

Description of goods or services provided: CDS Floatables

Cleaning

Contract Amount: N/A

Start and End Date of Contract: 6/15/2022

Contact Person: Lori Vicari

Address: 11201 N. McKinley Dr, Tampa

Telephone Number: 813-975-4199

Email Address: Lori.Vicari@dot.state.fl.us

3. Company Name: Brevard County

Owner's Name: " "

Description of goods or services provided: Inlet Basket

Cleaning

Contract Amount: \$3,984⁰⁰

Start and End Date of Contract: 8/2022 - ongoing

Contact Person: Isidro Alico

Address: 2725 Judge Fran Jamison Way
Viera, FL 32940

Telephone Number: 321-617-7390

Email Address: Isidro.rivera-Alicen@brevardfl.gov

4. Company Name: Maxwell Terrace Apt.

Owner's Name: Pathlight Home, LLC

Description of goods or services provided: Lift Station

Cleaning / Pump outs

Contract Amount: N/A

Start and End Date of Contract: 3/2022

Contact Person: Juanita Paul

Address: 3200 W Colonial Dr.
Orlando, FL

Telephone Number: 407-521-6335

Email Address: info@pathlighthome.org

5. Company Name: Ry Construction

Owner's Name: _____

Description of goods or services provided: Sewer manhole clean
repair; vacuum testing; pump-outs

Contract Amount: N/A

Start and End Date of Contract: 3/2022

Contact Person: Ari Roitman

Address: 635 Wilmer Ave
Orlando, FL

Telephone Number: 407-462-7739

Email Address: chenyloitman@aol.com

**BID RESPONSE FORM
IFB #Y23-103-MM**

The Contractor shall provide all labor and other resources necessary to provide the goods and/or equipment in strict accordance with the specifications defined in this solicitation for the amounts specified in this Bid Response Form, inclusive of overhead, profit and any other costs.

| LOT-A - GREASE TRAP/ INTERCEPTORS | | | | | |
|--|--|-----------------------------------|---|--------------------------------|-------------------------------|
| | Description | Estimated Annual Frequency | | Unit Price per Service | Estimated Annual Total |
| 1 | Pump & Inspection - Up to 50 Gal. Capacity | 28 | x | \$ <u>175</u> ea | = \$ <u>4900</u> |
| 2 | Pump & Inspection - 51 to 250 Gal. Capacity | 4 | x | \$ <u>175</u> ea | = \$ <u>700</u> |
| 3 | Pump & Inspection - 251 to 750 Gal. Capacity | 28 | x | \$ <u>240</u> ea | = \$ <u>6720</u> |
| 4 | Pump & Inspection - 751 to 1,000 Gal. Capacity | 16 | x | \$ <u>320</u> ea | = \$ <u>5120</u> |
| 5 | Pump & Inspection - 1,001 to 1,500 Gal. Capacity | 8 | x | \$ <u>480</u> ea | = \$ <u>3840</u> |
| 6 | Pump & Inspection - 1,501 to 2,000 Gal. Capacity | 4 | x | \$ <u>640</u> ea | = \$ <u>2560</u> |
| 7 | Pump & Inspection - 2,001 to 2,500 Gal. Capacity | 4 | x | \$ <u>800</u> ea | = \$ <u>3200</u> |
| 8 | Correction's Department - Grease Trap/Interceptor - 6,000 Gal. Capacity | 8 | x | \$ <u>1920</u> ea | = \$ <u>15,360</u> |
| 9 | Correction's Department - Grease Trap/Interceptor - 11,000 Gal. Capacity | 8 | x | \$ <u>3520</u> ea | = \$ <u>28,160</u> |
| LOT-A LIFT STATIONS | | | | | |
| | Description | Estimated Annual Frequency | | Unit Price per Service | Estimated Annual Total |
| 10 | Cleaning & Inspections - Single Pump | 4 | x | \$ <u>1410</u> ea | = \$ <u>5640</u> |
| 11 | Cleaning & Inspections - Dual Pump | 4 | x | \$ <u>1410</u> ea | = \$ <u>5640</u> |
| 12 | Pump-out - up to 1,050 Gal. Capacity | 156 | x | \$ <u>367</u> ²⁰ ea | = \$ <u>57,330</u> |
| 13 | Pump-out - 1,051 to 2,000 Gal. Capacity | 40 | x | \$ <u>700</u> ea | = \$ <u>28,000</u> |
| 14 | Pump-out - 2,001 to 3000 Gal. Capacity | 40 | x | \$ <u>1050</u> ea | = \$ <u>42,000</u> |
| 15 | Pump-out - 3,001 to 4,000 Gal. Capacity | 8 | x | \$ <u>1400</u> ea | = \$ <u>11,200</u> |

LOT-A LIFT STATIONS (Continued)

| | Description | Estimated Annual Frequency | | Unit Price per Service | | Estimated Annual Total |
|----|---|----------------------------|---|------------------------|---|------------------------|
| 16 | Pump-out - 4,001 to 5,000 Gal. Capacity | 4 | x | \$ <u>1750</u> ea | = | \$ <u>7,000</u> |
| 17 | Lift Station Pump-out - 5,001 to 6,000 Gal. Capacity | 4 | x | \$ <u>2100</u> ea | = | \$ <u>8,400</u> |
| 18 | Corrections - Lift Station Cleaning & Inspection | 8 | x | \$ <u>1410</u> ea | = | \$ <u>11,280</u> |
| 19 | Correction's Department Lift Station Pump-out - 2,820 Gal. Capacity | 24 | x | \$ <u>987</u> ea | = | \$ <u>23,688</u> |
| 20 | Correction's Department Lift Station Pump-out -15,000 Gal. Capacity | 24 | x | \$ <u>5250</u> ea | = | \$ <u>126,000</u> |
| 21 | Courthouse - Lift Station Cleaning & Inspection | 16 | x | \$ <u>1410</u> ea | = | \$ <u>22,560</u> |
| 22 | Courthouse Bldg. A - Lift Station Pump-out – 735 Gal. Capacity | 4 | x | \$ <u>750</u> ea | = | \$ <u>3,000</u> |
| 23 | Courthouse Bldg. B - Lift Station Pump-out – 1,029 Gal. Capacity | 4 | x | \$ <u>750</u> ea | = | \$ <u>3,000</u> |
| 24 | Courthouse Bldg. CEP - Lift Station Pump-out – 1,029 Gal. Capacity | 4 | x | \$ <u>750</u> ea | = | \$ <u>3,000</u> |
| 25 | Courthouse Bldg. C - Lift Station Pump-out – 1,176 Gal. Capacity | 4 | x | \$ <u>750</u> ea | = | \$ <u>3,000</u> |

LOT-A ADDITIONAL SERVICES

| | Description | Estimated Annual Frequency | | Unit Price | | Estimated Annual Total |
|----|---|----------------------------|---|-------------------|---|------------------------|
| 26 | On-Call Labor - Standard Hours | 250 | x | \$ <u>65</u> /hr | = | \$ <u>16,250</u> |
| 27 | On-Call Labor - Non-standard Hours | 150 | x | \$ <u>65</u> /hr | = | \$ <u>9,750</u> |
| 28 | Emergency Response - One-Hour Arrival Time (24 hours/7-days per week) | 150 | x | \$ <u>100</u> /hr | = | \$ <u>15,000</u> |
| 29 | Confined Space Entry | 25 | x | \$ <u>375</u> /hr | = | \$ <u>9,375</u> |
| 30 | Pump Truck Service | 25 | x | \$ <u>225</u> /hr | = | \$ <u>5,625</u> |
| 31 | Vactor Truck Service | 25 | x | \$ <u>240</u> /hr | = | \$ <u>6,000</u> |
| 32 | Crane Truck Service | 25 | x | \$ <u>180</u> /hr | = | \$ <u>4,500</u> |

| | Description | Estimated Annual Frequency | | Unit Price | Estimated Annual Total |
|---------------------------------|---|----------------------------|---|--|--------------------------|
| 33 | <p>Parts + percentage mark-up for parts over actual cost Maximum allowance of 20% (3rd-party invoice (s) from supplier is required as proof of purchase).</p> <p><i>Calculate as follows:</i> <i>Example: If the mark-up is 10% your calculation should be \$100,000 + 10% = \$110,000</i> <u>OR</u> <i>If the mark-down is 10% your calculation should be \$100,000 -10% = \$90,000</i></p> | \$100,000.00 | x | <p><u>10</u> % <input checked="" type="checkbox"/> Markup <input type="checkbox"/> Mark Down</p> | \$ <u>110,000</u> |
| 34 | Approved Unforeseen Charges at Cost (Shipping, Taxes etc) 3rd-party invoice(s) from supplier is required as proof of purchase). | | | | \$5,000.00 |
| 35 | Subcontractor Reimbursement at Cost | | | | \$10,000.00 |
| LOT-A TOTAL (Lines 1-35) | | | | | \$ <u>622,798</u> |

Cloud 9 Services, LLC
Company Name

LOT B – SEPTIC TANKS

| Item No. | Description | Estimated Annual Frequency | | Unit Price per Service | | Estimated Annual Total |
|---|---|----------------------------|---|------------------------|---|----------------------------|
| 1 | Pump-out - up to 1,050 Gal. Capacity | 40 | x | \$ <u>294</u> ea | = | \$ <u>11,760</u> |
| 2 | Pump-out - 1,051 to 1,500 Gal. Capacity | 25 | x | \$ <u>420</u> ea | = | \$ <u>10,500</u> |
| 2 | Pump-out - 1,501 to 2,000 Gal. Capacity | 5 | x | \$ <u>560</u> ea | = | \$ <u>2,800</u> |
| 3 | Pump-out - 2,001 to 2,500 Gal. Capacity | 5 | x | \$ <u>700</u> ea | = | \$ <u>3,500</u> |
| 3 | Pump-out - 2,501 to 3000 Gal. Capacity | 5 | x | \$ <u>840</u> ea | = | \$ <u>4,200</u> |
| 4 | Pump-out - 3,001 to 4,000 Gal. Capacity | 5 | x | \$ <u>1120</u> ea | = | \$ <u>5,600</u> |
| 5 | Pump-out - 4,001 to 5,000 Gal. Capacity | 5 | x | \$ <u>1400</u> ea | = | \$ <u>7,000</u> |
| 6 | Pump-out - 5,001 to 6,000 Gal. Capacity | 5 | x | \$ <u>1680</u> ea | = | \$ <u>8,400</u> |
| 7 | Emergency Trip Charge - One (1) Hour Response (24 hours/7-day per week) | 15 | x | \$ <u>240</u> ea | = | \$ <u>3,600</u> |
| LOT B – TOTAL (LINES 1-7) | | | | | | \$ <u>57,360</u> |
| TOTAL ESTIMATED ANNUAL BID, LOTS A & B | | | | | | \$ <u>680,158</u> <i>Ⓞ</i> |

Cloud 9 Services, LLC
Company Name

IMPORTANT NOTE: When completing your bid, do not attach any forms which may contain terms and conditions that conflict with those listed in the County's bid documents(s). Inclusion of additional terms and conditions such as those which may be on your company's standard forms shall result in your bid being declared non-responsive as these changes will be considered a counteroffer to the County's bid.

Performance shall be not later than two (2) hours After Receipt of Order (ARO) per Special Terms and Conditions.

Inquiries regarding this Invitation for Bids may be directed to Megan Miller, Contracting Agent, at Megan.Miller@ocfl.net

BID RESPONSE FORM - CONTINUED

THE FOLLOWING SECTION MUST BE COMPLETED BY ALL BIDDERS:

Company Name: Cloud 9 Services, LLC

NOTE: COMPANY NAME MUST MATCH LEGAL NAME ASSIGNED TO TIN NUMBER. CURRENT W9 MUST BE SUBMITTED WITH BID.

TIN#: 87-3507084 D-U-N-S® # 043523107

1201 W. Jackson St. Orlando
(Street No. or P.O. Box Number) (Street Name) (City)

Orange FL 32805
(County) (State) (Zip Code)

Contact Person: Jeremy Strickland

Phone Number: 407-481-2750 Fax Number: 407-481-8850

Email Address: estimating@cloud9services.com

EMERGENCY CONTACT

Emergency Contact Person: Curtis Walker

Telephone Number: 407-481-2750 Cell Phone Number: 407-864-8844

Residence Telephone Number: N/A Email: Cwalker@cloud9services.com

ACKNOWLEDGEMENT OF ADDENDA

The Bidder shall acknowledge receipt of any addenda issued to this solicitation by completing the blocks below or by completion of the applicable information on the addendum and returning it not later than the date and time for receipt of the bid. Failure to acknowledge an addendum that has a material impact on this solicitation may negatively impact the responsiveness of your bid. Material impacts include but are not limited to changes to specifications, scope of work/services, delivery time, performance period, quantities, bonds, letters of credit, insurance, or qualifications.

Addendum No. 1, Date 9/9 Addendum No. 3, Date 10/3

Addendum No. 2, Date 9/16 Addendum No. 4, Date 10/5

September 9, 2022
BOARD OF COUNTY COMMISSIONERS
ORANGE COUNTY, FLORIDA
INVITATION FOR BID (IFB) Y23-103-MM; ADDENDUM # 1
GREASE TRAPS AND LIFT STATION MAINTENANCE
WITH SEPTIC TANK PUMP-OUTS

This Addendum is hereby incorporated into the bid documents of the project referenced above. The following items are clarifications, corrections, additions, deletions, and/or revisions to and shall take precedence over the original documents. Additions are indicated by underlining and deletions via ~~strikethrough~~.

A. QUESTIONS AND ANSWERS

1. Question:

Can you provide the Bid Tabulation for the most recent iteration of this work/contract?

Answer:

Please refer to Section 1, General Terms and Conditions, Provision 50, Public Records Compliance to submit a Public Records Request. The contract documents for the current contract #Y17-1104A may also be viewed on our website using the link below.

<https://apps.ocfl.net/OrangeBids/TermContracts/listtermcontract.asp>

B. ACKNOWLEDGEMENT OF ADDENDA

- a. The bidder shall acknowledge receipt of this addendum by completing that applicable section in the solicitation or by completion of the acknowledgement information on the addendum. Either form of acknowledgement must be completed and returned no later than the date and time for receipt of the bid.
- b. All other terms and conditions of the IFB remain the same.
- c. Receipt acknowledged by:



Authorized Signature

10/4/2022
Date

President
Title

Cloud 9 Services, LLC
Name of Firm

September 16, 2022
BOARD OF COUNTY COMMISSIONERS
ORANGE COUNTY, FLORIDA
INVITATION FOR BID (IFB) Y23-103-MM; ADDENDUM # 2
GREASE TRAPS AND LIFT STATION MAINTENANCE
WITH SEPTIC TANK PUMP-OUTS

This Addendum is hereby incorporated into the bid documents of the project referenced above. The following items are clarifications, corrections, additions, deletions, and/or revisions to and shall take precedence over the original documents. Additions are indicated by underlining and deletions via ~~strikethrough~~.

A. CORRECTIONS

1. Qualifications of Bidders, Bid Package Requirements, Item #2

~~Bidders shall submit proof, in the form of a business tax receipt that demonstrates that the company has been in business for a minimum of five (5) consecutive years providing similar services applicable to the lot they are bidding on.~~

Bidders shall submit proof, in the form of a business tax receipt, or other corporate documents, that demonstrate that the company has been in business for a minimum of five (5) consecutive years providing similar services applicable to the lot they are bidding on.

2. Scope of Services, Section 1 – Overview, Subsection, Hours of Performance, Item 3 – Emergency Services

~~The Contractor shall be required to arrive on the site of the emergency within (1) hour after notification (unless otherwise specified) by the County.~~

The Contractor shall be required to arrive on the site of the emergency within two (2) hours after notification (unless otherwise specified) by the County.

**3. Scope of Services, Section 11 - On-Call and Repair Service Requests,
Subitem A. Emergency Service Procedure, Item 1**

~~The Contractor shall provide emergency service as requested twenty-four (24) hours per day, seven (7) days per week to include all holidays. The Contractor shall be required to arrive on the site of the emergency within (1) hour after notification (unless otherwise specified) by the County.~~

The Contractor shall provide emergency service as requested twenty-four (24) hours per day, seven (7) days per week to include all holidays. The Contractor shall be required to arrive on the site of the emergency within two (2) hours after notification (unless otherwise specified) by the County.


4. Scope of Services, Section 2 - Orange County Facilities Management, Subitem C, Item # 4

~~4. For all Contractor's staff that will be working at Corrections or a Correction related facility (except for Corrections Support, Cassidy, and the Sheriff's Section IV buildings) — request forms via e-mail from Willie.Bush@ocfl.net and Sophon.Viravong@ocfl.net.~~

For all Contractor's staff that will be working at Corrections or a Correction related facility (except for Corrections Support, Cassidy, and the Sheriff's Section IV buildings) — request forms via e-mail from Willie.Bush@ocfl.net and Luke.Ognibene@ocfl.net.

B. ACKNOWLEDGEMENT OF ADDENDA

1. The bidder shall acknowledge receipt of this addendum by completing that applicable section in the solicitation or by completion of the acknowledgement information on the addendum. Either form of acknowledgement must be completed and returned no later than the date and time for receipt of the bid.
2. All other terms and conditions of the IFB remain the same.
3. Receipt acknowledged by:



Authorized Signature

10/4/22

Date

President

Title

Cloud 9 Services, LLC

Name of Firm

October 3, 2022
BOARD OF COUNTY COMMISSIONERS
ORANGE COUNTY, FLORIDA
INVITATION FOR BID (IFB) Y23-103-MM; ADDENDUM # 3

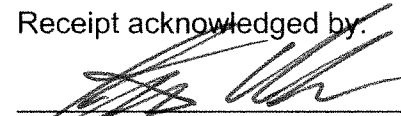
GREASE TRAPS AND LIFT STATION MAINTENANCE
WITH SEPTIC TANK PUMP-OUTS

This Addendum is hereby incorporated into the bid documents of the project referenced above. The following items are clarifications, corrections, additions, deletions, and/or revisions to and shall take precedence over the original documents. Additions are indicated by underlining and deletions via ~~strikethrough~~.

A. The Bid Submission Due Date is hereby changed from ~~Thursday, October 6, 2022~~ to Thursday, October 13, 2022.

A. ACKNOWLEDGEMENT OF ADDENDA

1. The bidder shall acknowledge receipt of this addendum by completing that applicable section in the solicitation or by completion of the acknowledgement information on the addendum. Either form of acknowledgement must be completed and returned no later than the date and time for receipt of the bid.
2. All other terms and conditions of the IFB remain the same.
3. Receipt acknowledged by:



Authorized Signature

10/4/22

Date

President

Title

Cloud 9 Services, LLC

Name of Firm

October 5, 2022
BOARD OF COUNTY COMMISSIONERS
ORANGE COUNTY, FLORIDA
INVITATION FOR BID (IFB) Y23-103-MM; ADDENDUM # 4
GREASE TRAPS AND LIFT STATION MAINTENANCE
WITH SEPTIC TANK PUMP-OUTS

This Addendum is hereby incorporated into the bid documents of the project referenced above. The following items are clarifications, corrections, additions, deletions, and/or revisions to and shall take precedence over the original documents. Additions are indicated by underlining and deletions via ~~strikethrough~~.

A. Question:

Section 4, pg. 56, #4-LOT A and B of the ITB states "Bidder shall provide proof from the Utilities Department, Environmental Compliance Section, that they are registered and are authorized to perform services in Orange County." And "Bidder shall provide proof from the Florida Department of Health that they are currently registered with the State and authorized to perform these services."

How does the county propose we provide this proof?

Answer:

Please use the links below for a contact email for the Utilities Environmental Compliance Division and the Florida Department of Health.

[Commercial Wastewater \(ocfl.net\)](mailto:Commercial Wastewater (ocfl.net))

<https://www.floridahealth.gov/>

A. ACKNOWLEDGEMENT OF ADDENDA

1. The bidder shall acknowledge receipt of this addendum by completing that applicable section in the solicitation or by completion of the acknowledgement information on the addendum. Either form of acknowledgement must be completed and returned no later than the date and time for receipt of the bid.
2. All other terms and conditions of the IFB remain the same.
3. Receipt acknowledged by:



Authorized Signature

10/13/22

Date

President

Title

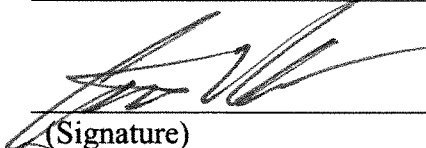
Cloud 9 Services

Name of Firm

AUTHORIZED SIGNATORIES/NEGOTIATORS

The Bidder represents that the following **principals** are authorized to sign bids, negotiate and/or sign contracts and related documents to which the bidder will be duly bound. Principal is defined as an employee, officer or other technical or professional in a position capable of substantially influencing the development or outcome of an activity required to perform the covered transaction.

| Name | Title | Telephone Number/Email |
|---------------|-----------|--|
| Curtis Walker | President | 407-481-2750 CWalker@cloud9services.cc |



 (Signature)
 President

 (Title) Cloud 9 Services, LLC

 (Name of Business)

10/4/22

 (Date)

The Bidder shall complete and submit the following information with the bid:

Type of Organization

Sole Proprietorship
 Partnership
 Non-Profit
 Joint Venture*
 Corporation

State of Incorporation: Florida

Principal Place of Business (Florida Statute Chapter 607): Orlando/Orange/FL
City/County/State

THE PRINCIPAL PLACE OF BUSINESS SHALL BE THE ADDRESS OF THE BIDDER'S PRINCIPAL OFFICE AS IDENTIFIED BY THE FLORIDA DIVISION OF CORPORATIONS.

Federal I.D. number is: 87-3507084

* Joint venture firms must complete and submit with their Bid Response the form titled "Information for Determining Joint Venture Eligibility", and a copy of the formal agreement between all joint venture parties. This joint venture agreement must indicate the parties' respective roles, responsibilities and levels of participation for the project. **I proposing as a Joint Venture, the Joint Venture shall obtain and maintain all contractually required insurance in the name of the Joint Venture as required by the Contract. Individual insurance in the name of the parties to the Joint venture will not be accepted.** Failure to timely submit the required form along with an attached writer copy of the joint venture agreement may result in disqualification of your Bid Response

SCHEDULE OF SUBCONTRACTING, IFB NO. Y23-103-MM

As specified in the General Terms and Conditions and in the Special Terms and Conditions, bidders are to present the details of subcontractor participation.

| Name Of Subcontractor | Address | Type of Work to be Performed | Percent and dollar amount of Contract Amount to be Subcontracted |
|-----------------------------|--|----------------------------------|--|
| Hoodz of Orlando | 910 Belle Ave #1160 Winter Spgs, FL 32788 | Grease trap pump-out | 10-15% |
| Total Enviro Services, Inc. | 3003 40 th St. Orlando, FL 32839 | Grease trap & septic Pump out | 10-15% |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

Company Name: Cloud 9 Services, LLC

CONFLICT/NON-CONFLICT OF INTEREST STATEMENT

CHECK ONE

To the best of our knowledge, the undersigned bidder has no potential conflict of interest due to any other clients, contracts, or property interest for this project.

OR

The undersigned bidder, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts, or property interest for this project.

LITIGATION STATEMENT

CHECK ONE

The undersigned bidder has had no litigation and/or judgments entered against it by any local, state or federal entity and has had no litigation and/or judgments entered against such entities during the past ten (10) years.

The undersigned bidder, **BY ATTACHMENT TO THIS FORM**, submits a summary and disposition of individual cases of litigation and/or judgments entered by or against any local, state or federal entity, by any state or federal court, during the past ten (10) years.

Cloud 9 Services, LLC
COMPANY NAME


AUTHORIZED SIGNATURE

Curtis Walker
NAME (PRINT OR TYPE)

President
TITLE

Failure to check the appropriate blocks above may result in disqualification of your bid. Likewise, failure to provide documentation of a possible conflict of interest, or a summary of past litigation and/or judgments, may result in disqualification of your bid.

E VERIFICATION CERTIFICATION

Contract No. Y23-103

NAME OF CONTRACTOR: Cloud 9 Services, LLC (referred to herein as "Contractor")

ADDRESS OF CONTRACTOR:
1201 W. Jackson St. Orlando, FL 32805

The undersigned does hereby certify that the above named contractor:

1. Is, or will be, registered with and using the E-Verify system prior to execution of the contract with Orange County; or
2. Is, or will be, registered with the E-Verify system prior to execution of the contract with Orange County, but does not have any employees and does not intend to hire any new employees during the period of time that the contractor will be providing services under the contract; or
3. Is, or will be, registered with the E-Verify system prior to execution of the contract with Orange County, but employs individuals who were hired prior to the commencement of providing labor on the contract and does not intend to hire any new employees during the period of time that the contractor will be providing labor under the contract.

The undersigned acknowledges the use of the E-Verify system for newly hired employees is an ongoing obligation for so long as the contractor provides labor under the contract and that the workforce eligibility of all newly hired employees will be properly verified using the E-Verify system.

In accordance with Section 837.06, Florida Statutes, Contractor acknowledges that whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duties shall be guilty of a misdemeanor in the second degree, punishable as provided in Section 775.082 or Section 775.083, Florida Statutes.

AUTHORIZED SIGNATURE: 

NAME: Curtis Walker

TITLE: President

DATE: 10/4/2022

**RELATIONSHIP DISCLOSURE FORM
FOR USE WITH PROCUREMENT ITEMS, EXCEPT THOSE WHERE THE COUNTY
IS THE PRINCIPAL OR PRIMARY BIDDER**

For procurement items that will come before the Board of County Commissioners for final approval, this form shall be completed by the Bidder and shall be submitted to the Procurement Division by the Bidder.

In the event any information provided on this form should change, the Bidder must file an amended form on or before the date the item is considered by the appropriate board or body.

Part I

INFORMATION ON BIDDER:

Legal Name of Bidder:

Cloud 9 Services, LLC

Business Address (Street/P.O. Box, City and Zip Code):

1201 W Jackson St.

Orlando, FL 32805

Business Phone: (407) 481-2750

Facsimile: (407) 481-8850

**INFORMATION ON BIDDER'S AUTHORIZED AGENT, IF APPLICABLE:
(Agent Authorization Form also required to be attached)**

Name of Bidder's Authorized Agent:

Business Address (Street/P.O. Box, City and Zip Code):

Business Phone: () _____

Facsimile: () _____

Part II

IS THE BIDDER A RELATIVE OF THE MAYOR OR ANY MEMBER OF THE BCC?

___ YES ~~___~~ NO

IS THE MAYOR OR ANY MEMBER OF THE BCC THE BIDDER'S EMPLOYEE?

___ YES ~~___~~ NO

IS THE BIDDER OR ANY PERSON WITH A DIRECT BENEFICIAL INTEREST IN THE OUTCOME OF THIS MATTER A BUSINESS ASSOCIATE OF THE MAYOR OR ANY MEMBER OF THE BCC?

___ YES ~~___~~ NO

If you responded "YES" to any of the above questions, please state with whom and explain the relationship.

(Use additional sheets of paper if necessary)

ORANGE COUNTY SPECIFIC PROJECT EXPENDITURE REPORT

This lobbying expenditure form shall be completed in full and filed with all application submittals. This form shall remain cumulative and shall be filed with the department processing your application. Forms signed by a principal's authorized agent shall include an executed Agent Authorization Form.

This is the initial Form: X
This is a Subsequent Form:

Part I

Please complete all of the following:

Name and Address of Principal (legal name of entity or owner per Orange County tax rolls): _____

Cloud 9 Services, LLC

Name and Address of Principal's Authorized Agent, if applicable: _____

N/A

List the name and address of all lobbyists, Contractors, contractors, subcontractors, individuals or business entities who will assist with obtaining approval for this project. (Additional forms may be used as necessary.)

1. Name and address of individual or business entity: N/A
Are they registered Lobbyist? Yes ___ or No ___
2. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ___ or No ___
3. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ___ or No ___
4. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ___ or No ___
5. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ___ or No ___
6. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ___ or No ___
7. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ___ or No ___
8. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ___ or No ___

Part III

Original signature and notarization required

I hereby certify that information provided in this specific project expenditure report is true and correct based on my knowledge and belief. I acknowledge and agree to comply with the requirement of section 2-354, of the Orange County code, to amend this specific project expenditure report for any additional expenditure(s) incurred relating to this project prior to the scheduled Board of County Commissioner meeting. I further acknowledge and agree that failure to comply with these requirements to file the specific expenditure report and all associated amendments may result in the delay of approval by the Board of County Commissioners for my project or item, any associated costs for which I shall be held responsible. In accordance with s. 837.06, Florida Statutes, I understand and acknowledge that whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor in the second degree, punishable as provided in s. 775.082 or s. 775.083, Florida Statutes.

10/4/22
Date

[Signature]
Signature of Principal or Principal's Authorized Agent
(check appropriate box)

Printed Name and Title of Person completing this form:

Curtis Walker President

STATE OF FLORIDA)
) ss:
COUNTY OF Orange)

The foregoing instrument was acknowledged before me by means of physical presence, or online notarization, this 7th day of October, 2022, by Curtis Walker [NAME OF PERSON], as President [TYPE OF AUTHORITY,... e.g. officer, trustee, etc.]) for Cloud 9 Services, LLC [NAME OF PARTY ON BEHALF OF WHOM INSTRUMENT WAS EXECUTED].

Personally Known; OR
 Produced Identification. Type of identification produced: _____
[CHECK APPLICABLE BOX TO SATISFY IDENTIFICATION REQUIREMENT OF FLA. STAT. §117.05]



Notary Public
My Commission Expires:
Felicia Bledsoe
(Printed, typed or stamped commissioned name of Notary Public)



**ORANGE COUNTY FLORIDA
PROCUREMENT DIVISION**

NOTICE IS HEREBY GIVEN that Orange County, Florida, henceforth referred to as the County is accepting sealed bids for:

**INVITATION FOR BIDS #Y23-103-MM
GREASE TRAPS AND LIFT STATION MAINTENANCE
WITH SEPTIC TANK PUMP-OUTS
TERM CONTRACT**

Copies of the Invitation for Bids (IFB) documents may be obtained from Orange County by download at: <https://secure.procurenow.com/portal/orangecountyfl>

BID SUBMISSION DUE DATE:

Sealed bid offers for furnishing the above will be accepted up to **4:00 PM (local time), Thursday, October 6, 2022**, via the electronic portal referenced above, or at the Procurement Division, Internal Operations Centre II, 400 E. South Street, 2nd Floor, Orlando, FL 32801.

To maintain a secured sealed process electronic submissions may be made through the OpenGov Procurement portal only at: <https://secure.procurenow.com/portal/orangecountyfl>

Firms shall not be permitted to hand-deliver, mail, telephone, fax or email offers. Responses received after the submission deadline and/or transmitted outside of the designated OpenGov Procurement portal shall be rejected.

NOTICE TO BIDDERS:

To ensure that your bid is responsive, you are urged to request clarification or guidance on any issues involving this solicitation before submission of your response. Your point-of-contact for this solicitation is Megan Miller, Contracting Agent at Megan.Miller@ocfl.net.

QUESTIONS:

All questions or concerns regarding this Invitation for Bids shall be submitted by email to Megan.Miller@ocfl.net, no later than **5:00 PM Thursday, September 22, 2022** to the attention of Megan Miller, Procurement Division, referencing the IFB number.

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SECTION 1
GENERAL TERMS AND CONDITIONS

GENERAL TERMS AND CONDITIONS

1. GENERAL INFORMATION

These specifications constitute the complete set of requirements and bid forms. The bid response page(s), and all forms listed on the bid response page(s) shall be completed, signed, and submitted via the electronic submittal portal. **Failure to comply with the preceding requirements shall result in the rejection of the bid.**

Bids submitted by mail, hand-delivery, e-mail, telephone or fax shall not be accepted. Bids submitted outside of the designated electronic submission portal shall be rejected as non-responsive regardless of where received.

Bids shall be submitted via the electronic submission portal at: <https://secure.procurenow.com/portal/orangecountyfl>.

The County shall not be responsible for delays caused by any occurrence. The time/date stamp clock located in the electronic submittal portal shall serve as the official authority to determine lateness of any bid. The bid time shall be scrupulously observed. Under no circumstances shall bids delivered after the time specified be considered. The decision to refuse to consider a bid that was received beyond the date/time established in the solicitation shall not be the basis for a protest pursuant to the Orange County Code (Procurement Ordinance).

Bidders shall not be allowed to modify their bids after the opening time and date. Bid files may be examined during normal working hours, thirty (30) days after bid opening or upon recommendation for award, whichever occurs first. Bidders desiring to view these documents are urged to schedule an appointment.

For information concerning this bid, please contact the Procurement Division at the address listed above or by calling 407-836-5635. Please specify the bid number for which you are inquiring.

2. QUESTIONS REGARDING THIS SOLICITATION

All questions or concerns regarding this Invitation for Bids shall be submitted by email to the Procurement Division representative specified on the cover page of this Invitation for Bids. Consideration for modification or alteration of the documents contained in this solicitation shall be requested during the specified question specified on the cover page of this Invitation for Bids.

When required the Procurement Division shall issue an addendum to the Invitation for Bids. The addendum shall be available on the aforementioned electronic portal for access by potential Bidders.

Bidders are instructed not to contact the initiating division directly. No oral interpretation of this Invitation for Bids shall be considered binding. The County shall be bound by information and statements only when such statements are written and executed under the authority of the Manager, Procurement Division.

This provision exists solely for the convenience and administrative efficiency of Orange County. No Bidder or other third party gains any rights by virtue of this provision or the application thereof, nor shall any Bidder or third party have any standing to sue or cause of action arising there from.

3. PRICE/DELIVERY

Price(s) bid must be the price(s) for new goods, unless otherwise specified. Any bids containing modifying or “escalator” clauses will not be considered unless specifically requested in the bid specifications.

“Acceptance” as herein used means the acceptance by Orange County after the Manager, Procurement Division or authorized agent has, by inspection or test of such items, determined that they fully comply with specifications.

Deliveries resulting from this bid are to be performed during the normal working hours of the County. Time is of the essence and the Contractor’s delivery date must be specified and adhered to. Should the Contractor, to whom the order or contract is awarded, fail to deliver on or before the stated date, the County reserves the right to **CANCEL** the order or contract and make the purchase elsewhere, and the Contractor shall be required to compensate the County for the difference in price paid for the alternate goods. The Contractor shall be responsible for making any and all claims against carriers for missing or damage goods. Partial shipments will be acceptable unless otherwise stated.

4. FEDERAL AND STATE TAX

The County is exempt from Federal and State Sales and Use Taxes for tangible personal property (Certificate of Registry for tax transactions under Chapter 32, Internal Revenue Code and Florida Sales/Use Tax Exemption Certificate). The Manager, Procurement Division will sign an exemption certificate submitted by the Contractor.

Contractors doing business with the County shall not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the County, nor shall any Contractor be authorized to use the County’s Tax Exemption Number in securing such materials.

5. ACCEPTANCE/REJECTION/CANCELLATION

The County reserves the right to accept or to reject any or all bids and to make the award to that bidder who, in the opinion of the County, will be in the best interest of and/or the most advantageous to the County. The County also reserves the right to reject the bid of any bidder who has previously failed in the proper performance of an award or to deliver on time contracts of a similar nature or who, in the County’s opinion, is not in a position to perform properly under this award. The County reserves the right to inspect all facilities of bidders in order to make a determination as to the foregoing. The County reserves the right to waive any irregularities and technicalities and may, at its discretion, request a re-bid. Award will be made to the lowest responsive and responsible bidder as determined by the County.

The County reserves the right, and the Manager, Procurement Division has absolute and sole discretion, to cancel a solicitation at any time prior to approval of the award by the

Board of County Commissioners when such approval is required. The decision to cancel a solicitation cannot be the basis for a protest pursuant to the Orange County Code.

6. BRAND NAME OR EQUALS/DEVIATIONS

Unless otherwise specified, the mention of a particular manufacturer's brand name or number in the specifications does not imply that this particular good is the only one that will be considered for purchase. This reference is intended solely to designate the type or quality of good that will be acceptable. Equal offers will be considered and must include descriptive literature and/or specifications. Failure to provide descriptive literature and/or specifications with equal offers will result in the disqualification of the bid.

The determination as to whether any alternate good or service is or is not equal shall be made solely by the County and such determination shall be final and binding upon all bidders. The County reserves the right to request and review additional information to make such a determination.

Although the County provides for the consideration of alternate bids, it reserves the right to make an award in the best interest of the County. Award may not necessarily be given to the lowest bid offered.

The Bidder shall be responsible for reading very carefully, and understanding completely, the requirements and the specifications of the items bid upon. Unless the bid is in response to a "Brand Name or Equal" requirement, deviations from the specifications will only be considered if requested in writing prior to the date and time specified for receipt of bids.

Deviations, if accepted, will be specifically addressed in writing via an addendum to this Invitation for Bids. Any goods or services that are not in compliance with the specifications will not be accepted.

7. NO BID

Where more than one item is listed, any items not bid upon shall be indicated as "NO BID".

8. CONFLICT OF INTEREST

The award is subject to provisions of applicable State Statutes and County Ordinances. All bidders must disclose with their bid the name of any officer, director, or agent who is also an employee of Orange County. Further, all bidders must disclose the name of any County employee who owns, directly or indirectly, an interest of ten percent (10%) or more in the Bidder's firm or any of its branches. Should the Contractor permanently or temporarily hire any County employee who is, or has been, directly involved with the Contractor prior to or during performance of the resulting contract, the contract shall be subject to immediate termination by the County.

9. LEGAL REQUIREMENTS

All applicable Federal and State laws and County ordinances that in any manner affect the items covered herein apply. Lack of knowledge by the Bidder shall in no way be a cause for relief from responsibility.

- A. Contractors doing business with the County are prohibited from discriminating against any employees, applicant, or client because of race, religion, color, disability, national origin, gender, or age with regard to but not limited to the following: employment practices, rates of pay or other compensation methods, and training selection.
- B. Businesses wishing to participate in the County procurement process as an Orange County Certified M/WBE firm are required to complete a certification application to attain recognition as such. You may contact the Procurement Division or the Business Development Division for information and assistance.

10. RECIPROCAL PREFERENCE

In the event the lowest responsive and responsible bid submitted in response to any Invitation for Bids is by a bidder whose principal place of business is in a county other than Orange County, and such county grants a bid preference for purchases to a bidder whose principal place of business is in such county, then Orange County may award a preference to the (next) lowest responsive and responsible bidder having a principal place of business within Orange County, Florida. Such preference will be equal to the preference granted by the county in which the lowest responsive and responsible bidder has its principal place of business **except as provided below.**

Effective July 1, 2015 the reciprocal local preference will not apply to construction services in which 50 percent or more of the cost will be paid from state-appropriated funds which have been appropriated at the time of the competitive solicitation.

If the solicitation involves a federally funded project where the funding source requirements prohibit the use of state and/or local preferences, the reciprocal local preference will not be applied.

11. GOVERNING LAW AND VENUE

Any and all legal actions associated with this contract will be governed by the laws of the State of Florida. Venue for any litigation involving this contract shall be in the Ninth Circuit Court in and for Orange County, Florida. Should any federal claims arise for which the courts of the State of Florida lack jurisdiction, venue for those actions will be in the Orlando Division of the U.S. Middle District of Florida.

12. JURY WAIVER

Each party hereto hereby irrevocably waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in any legal proceeding directly or indirectly arising out of or relating to this agreement.

13. ATTORNEYS' FEES AND COSTS

The Parties shall each bear their own costs, expert fees, attorneys' fees, and other fees incurred in connection with this Agreement and any litigation that arises either directly, or indirectly.

14. UNIFORM COMMERCIAL CODE

The Uniform Commercial Code (Florida Statutes, Chapter 672) shall prevail as the basis for contractual obligations between the Contractor and the County for any terms and conditions not specifically stated in this Invitation for Bids.

15. MISTAKES

In the event of extension error(s), the unit price will prevail and the Bidder's total offer will be corrected accordingly. In the event of addition errors, the extended totals will prevail and the Bidder's total will be corrected accordingly. Bidders must check their bid where applicable. Failure to do so will be at the Bidder's risk. Bids having erasures or corrections must be initialed in ink by the Bidder.

16. AVAILABILITY OF FUNDS

The obligations of the County under this award are subject to the availability of funds lawfully appropriated for its purpose by the State of Florida and Orange County, Florida, or other specified funding source for this procurement.

17. NON-DISCRIMINATION

The County's policies of equal opportunity and non-discrimination are intended to assure equal opportunities to every person, regardless of race, religion, sex, color, age, disability or national origin, in securing or holding employment in a field of work or labor for which the person is qualified, as provided and enforced by Section 17-314 of the Orange County Code and the County's relevant Administrative Regulations. It is also the county policy that person(s) doing business with the County shall recognize and comply with this policy and that the County shall not extend public funds or resources in a manner as would encourage, perpetuate or foster discrimination. As such:

1. The Contractor shall adopt and maintain, or provide evidence to the County that Contractor has adopted and maintains, a policy of nondiscrimination as defined by Section 17-288, Orange County Code, throughout the term of this Agreement.
2. The Contractor agrees that, on written request, the Association shall permit reasonable access to all business records or employment, employment advertisement, applications forms, and other pertinent data and records, by the County, for the purpose of investigating to ascertain compliance with the non-discrimination provisions of this contract; provided, that the Contractor shall not be required to produce for inspection records covering periods of time more than one year prior to the date of this Agreement.
3. The Contractor agrees that, if any obligations of this contract are to be performed by subcontractor(s), the provisions of subparagraphs 1 and 2 of this Section shall be incorporated into and become a part of the subcontract.

18. BID TABULATION AND RESULTS

Public Openings are held each Wednesday at 9:30am and Friday at 9:30am. A public opening of responses will be conducted at the next posted Procurement Public Meeting following the submission deadline. In the event of a County Holiday or unforeseen delay, responses shall remain sealed until the next public meeting.

Firms will be able to attend the public opening virtually, see the following instructions:

Visit: <https://ocfl.webex.com/ocfl/j.php?MTID=m59bb20319c748f1e60a933cf59c7125b>
Meeting number: 286 177 361 Password: Go2Meeting
Join by phone Option 1: 1-408-792-6300 Access code: 286 177 361
Join by phone Option 2: 1-617-315-0740 Access code: 286 177 361
Join by phone Option 3: 1-602-666-0783 Access code: 286 177 361
The physical meeting location is 400 E. South Street, 2nd Floor, Orlando, Florida 32801

Bid tabulations shall be available thirty (30) days after opening on the Orange County website at: <http://apps.ocfl.net/orangebids/bidresults/results.asp> or upon notice of intended action, whichever is sooner.

19. BID FORMS

All bids shall be submitted on the County's standard Bid Response Form. Modification of the Bid Response Form herein or submission of Bids on Bidder's quotation forms shall not be accepted and shall be deemed non-responsive.

20. REFERENCES

A contact person shall be someone who has personal knowledge of the Bidder's performance for the specific requirement listed. Contact person shall have been informed that they are being used as a reference and that the County may be contacting them. More than one person can be listed but all shall have knowledge of the project. The reference shall be the owner or a representative of the owner. Contractors who provided services under the referenced project (contract) shall not be accepted as references. **DO NOT** list principals or officers who shall not be able to answer specific questions regarding the project. Failure of references listed to respond to the County's inquiries may negatively impact the responsibility of the Bidder.

21. POSTING OF RECOMMENDED AWARD AND PROTESTS

The recommended award will be posted for review by interested parties at the Procurement Division and at:

<http://apps.ocfl.net/OrangeBids/AwardsRec/default.asp> prior to submission through the appropriate approval process and will remain posted for a period of five (5) full business days.

- **Orange County Lobbyist Regulations General Information**
<http://www.orangecountyfl.net/OpenGovernment/LobbingAtOrangeCounty.aspx>

A lobbying blackout period shall commence upon issuance of the solicitation until the Board selects the Contractor. For procurements that do not require Board approval, the blackout period commences upon solicitation issuance and concludes upon contract award.

The County may void any contract where the County Mayor, one or more County Commissioners, or a County staff person has been lobbied in violation of the black-out period restrictions of Ordinance No. 2002-15.

- **Orange County Protest Procedures**
<http://www.orangecountyfl.net/VendorServices/VendorProtestProcedures.aspx>

Failure to file a protest with the Manager, Procurement Division by 5:00 PM on the fifth full business day after posting, shall constitute a waiver of bid protest proceedings.

22. BID AND RELATED COSTS

By submission of a bid, the Bidder agrees that any and all costs associated with the preparation of the bid will be the sole responsibility of the Bidder. The Bidder also agrees that the County shall bear no responsibility for any costs associated with the preparation of the bid including but not limited to any administrative or judicial proceedings resulting from the solicitation process.

23. CONTRACTUAL AGREEMENT

This Invitation for Bids shall be included and incorporated in the final contract or purchase order. The order of contract precedence will be the contract (purchase order), bid document, and response. Any and all legal actions associated with this Invitation for Bids and/or the resultant contract (purchase order) shall be governed by the laws of the State of Florida. Venue for any litigation involving this contract shall be the Ninth Circuit Court in and for Orange County, Florida.

24. PUBLIC ENTITY CRIME

Section 287.133(3)(d), Florida Statutes, provides that the Florida Department of Management Services shall maintain a list of the names and addresses of those who have been disqualified from participating in the public contracting process under this section.

http://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists/convicted_vendor_list

A person or affiliate who has been placed on The Convicted Vendor list following a conviction for a public entity crime shall not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, shall not submit bids on leases of real property to a public entity, shall not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and shall not transact business with any public entity in excess of the threshold amount provided in Florida Statute Section 287.017, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on The Convicted Vendor List.

25. DRUG-FREE WORKPLACE FORM

The Drug-Free Workplace Form is attached and shall be completed and submitted with your bid.

26. **SUBCONTRACTING**

Bidders subcontracting any portion of the work shall state name and address of subcontractor and the name of the person to be contacted on the attached “Schedule of Subcontractors Form”.

27. **CONFLICT OF INTEREST FORM**

Bidder shall complete the Conflict of Interest Form attached hereto and submit it with their bid.

28. **ETHICS COMPLIANCE**

The following forms are included in this solicitation and shall be completed and submitted as indicated below:

- A. **Orange County Specific Project Expenditure Report** -The purpose of this form is to document any expenses incurred by a lobbyist for the purposes described in **Section 2-351, Orange County Code**. This form shall be completed and submitted with all bid responses to an Orange County solicitation. Any questions concerning this form shall be addressed to the contracting agent identified in the applicable solicitation.
- B. **Relationship Disclosure Form** – The purpose of this form is to document any relationships between a bidder to an Orange County solicitation and the Mayor or any other member of Orange County, Florida. This form shall be completed and submitted with the applicable bid to an Orange County solicitation.

No contract award shall be made unless these forms have been completed and submitted with the bid. Any questions concerning these forms shall be addressed to the contracting agent identified in this solicitation. Also, a listing of the most frequently asked questions concerning these forms is attached to each for your information.

29. **SUBMISSION OF BID**

Bids shall be submitted via the electronic submission portal at: <https://secure.procurenow.com/portal/orangecountyfl>, prior to the submission deadline. Bids will be opened per the public meeting notice.

30. **COPIES**

Copies of documents, records, materials, and/or reproductions requests will be charged in accordance with Orange County’s fee schedule. Copyrighted materials may be inspected, but cannot be copied or reproduced per Federal law.

31. **PROPRIETARY/RESTRICTIVE SPECIFICATIONS**

If a prospective bidder considers the specification contained herein to be proprietary or restrictive in nature, thus potentially resulting in reduced competition, they are urged to contact the Procurement Division prior to bid opening. Specifications which are unrelated to performance will be considered for deletion via addendum to this Invitation for Bids.

32. DEVELOPMENT OR ASSISTANCE IN DEVELOPMENT OF SPECIFICATIONS/ REQUIREMENTS/ STATEMENTS OF WORK

Firms and/or individuals that assisted in the development or drafting of the specifications, requirements, statements of work, or solicitation documents contained herein are excluded from competing for this solicitation.

This shall not be applicable to firms and/or individuals providing responses to a publicly posted Request for Information (RFI) associated with a solicitation.

33. PAYMENT TERMS/DISCOUNTS

The County's payment terms are in accordance with Florida Statute 218, Local Government Prompt Payment Act. Cash discounts for prompt payment shall not be considered in determining the lowest net cost for bid evaluation purposes.

34. PATENTS AND ROYALTIES

Unless otherwise provided, the Contractor shall be solely responsible for obtaining the right to use any patented or copyrighted materials in the performance of the contract resulting from this Invitation for Bids.

The Contractor, without exception, shall indemnify and save harmless the County and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or supplied by the Contractor. In the event of any claim against the County of copyright or patent infringement, the County shall promptly provide written notification to the Contractor. If such a claim is made, the Contractor shall use its best efforts to promptly purchase for the County any infringing products or services or procure a license, at no cost to the County, which will allow continued use of the service or product.

If none of the alternatives are reasonably available, the County agrees to return the article on request to the Contractor and receive reimbursement, if any, as may be determined by a court of competent jurisdiction.

35. INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall defend, indemnify, and hold harmless the County, its officials, agents, and employees from and against any and all claims, suits, judgments, demands, liabilities, damages, cost and expenses including attorney's fees of any kind or nature whatsoever arising directly or indirectly out of or caused in whole or in part by any act or omission of the Contractor or its subcontractors, anyone directly or indirectly employed by them, or anyone for whose acts any of them may be liable; excepting those acts or omissions arising out of the sole negligence of the County.

36. CLARIFICATIONS

It is the Bidder's responsibility to become familiar with and fully informed regarding the terms, conditions and specifications of this Invitation for Bids. Lack of understanding

and/or misinterpretation of any portions of this Invitation for Bids shall not be cause for withdrawal of your bid after opening or for subsequent protest of award. Bidder's must contact the Procurement Division, at the phone number on the bid cover sheet **prior** to bid opening, should clarification be required.

Modification or alteration of the documents contained in the solicitation or contract shall only be valid if mutually agreed to in writing by the Bidder and the County.

37. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

By submission of this bid, the Bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, that in connection with this procurement:

- A. The prices in this bid have been arrived at independently, without consultation, collusion, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor.
- B. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly to any other Bidder or to any competitor; and,
- C. No attempt has been made or shall be made by the Bidder to induce any other person or bidder to submit or not to submit a bid for the purpose of restricting competition.

38. SUCCESSORS AND ASSIGNS

The County and the Contractor each binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Contract and to the partners, successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the County nor the Contractor shall assign, sublet, convey or transfer its interest in this Contract without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the County which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the County and the Contractor.

39. NO REPRESENTATIONS

Each party represents that they have had the opportunity to consult with an attorney, and have carefully read and understand the scope and effect of the provisions of this Agreement. Neither party has relied upon any representations or statements made by the other party hereto which are not specifically set forth in this Agreement.

40. SEVERABILITY

The provisions of this Agreement are declared by the parties to be severable. However, the material provisions of this Agreement are dependent upon one another, and such interdependencies a material inducement for the parties to enter into this Agreement. Therefore, should any material term, provision, covenant or condition of this Agreement be held invalid or unenforceable by a court of competent jurisdiction, the party protected

or benefited by such term, provision, covenant, or condition may demand that the parties negotiate such reasonable alternate contract language or provisions as may be necessary either to restore the protected or benefited party to its previous position or otherwise mitigate the loss of protection or benefit resulting from holding.

41. PRICING/AUDIT

The Contractor shall establish and maintain a reasonable accounting system, which enables ready identification of Contractor's cost of goods and use of funds.

Such accounting system shall also include adequate records and documents to justify all prices for all items invoiced as well as all charges, expenses and costs incurred in providing the goods for at least five (5) years after completion of this contract. The County or its designee shall have access to such books, records, subcontract(s), financial operations, and documents of the Contractor or its subcontractors, as required to comply with this section for the purpose of inspection or audit anytime during normal business hours at the Contractor's place of business. This right to audit shall include the Contractor's subcontractors used to procure goods under the contract with the County. Contractor shall ensure the County has these same rights with subcontractors and suppliers.

42. EMPLOYEES OF THE CONTRACTOR

All work under this contract shall be performed in a professional and skillful manner. The County may require, in writing, that the Contractor, remove from this contract any employee the County deems incompetent, careless, or otherwise objectionable.

43. TOBACCO FREE CAMPUS

All Orange County operations under the Board of County Commissioners shall be tobacco free. This policy shall apply to parking lots, parks, break areas and worksites. It is also applicable to Contractors and their personnel during contract performance on County owned property. Tobacco is defined as tobacco products including, but not limited to, cigars, cigarettes, e-cigarettes, pipes, chewing tobacco and snuff. Failure to abide by this policy may result in civil penalties levied under Chapter 386, Florida Statutes and/or contract enforcement remedies.

44. SINGLE-USE PRODUCTS

The Board of County Commissioners has established a single-use products and plastic bags policy intended to reduce the use of products which have become globally recognized as having lasting negative impacts on the environment.

Neither single-use products nor plastic bags may be sold or disbursed on County property by staff or contracted vendors, except as set forth in Orange County Administrative Regulation 9.01.03. Failure to comply with the Regulation may result in termination of the contract or other contractual remedies, and may affect future contracting with the County. The use of reusable, recyclable, biodegradable, or compostable materials is encouraged.

45. CONTRACT CLAIMS

"Claim" as used in this provision means a written demand or written assertion by one of the contracting parties seeking as a matter of right, the payment of a certain sum of money,

the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract.

Claims made by a Contractor against the County, relating to a particular contract shall be submitted to the Manager, Procurement Division in writing clearly labeled "Contract Claim" requesting a final decision. The Contractor also shall provide with the claim a certification as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the County is liable; and that I am duly authorized to certify the claim on behalf of the Contractor."

Failure to document a claim in this manner shall render the claim null and void. No claim shall be accepted after final payment of the contract.

The decision of the Manager, Procurement Division shall be issued in writing and furnished to the Contractor. The decision shall state the reasons for the decision reached. The Manager, Procurement Division shall render the final decision within sixty (60) days after receipt of Contractor's written request for a final decision. The Manager, Procurement Division decision shall be final and conclusive.

The Contractor shall proceed diligently with performance of this contract pending final resolution of any request for relief, claim, appeal or action arising under the contract and shall comply with any final decision rendered by the Manager, Procurement Division.

46. VERIFICATION OF EMPLOYMENT STATUS

The Contractor is required to be registered with the U.S. Department of Homeland Security's E-Verify system prior to entering into a contract with Orange County. The Contractor shall use the E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the contract term. The Contractor shall include an express provision in all of its subcontracts requiring subcontractors, who perform work or provide services pursuant to the contract, to use the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term. For more information on this process, please refer to United States Citizenship and Immigration Service site at:

<http://www.uscis.gov/portal/site/uscis>.

Only those employees determined eligible to work within the United States shall be employed under this contract.

By submission of a bid in response to this solicitation, the Contractor affirms that all employees in the above categories shall undergo e-verification before placement on this contract. The Contractor shall commit to comply with this requirement by completing the E-Verification certification, attached to this solicitation.

A public employer, contractor, or subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Florida Statutes is obligated to terminate the contract with the person or entity pursuant to Section 448.095(2)(c)1, Florida Statutes. If Orange County terminates the contract for the

foregoing reason, the contractor may not be awarded a public contract for at least one (1) year after the date on which the contract was terminated, and the contractor will be liable for any additional costs incurred by Orange County as a result of the termination of the contract.

47. CONFIDENTIAL INFORMATION

In accordance with Chapter 119 of the Florida Statutes (Public Records Law), and except as may be provided by other applicable State or Federal Law, all bidders/proposers should be aware that formal solicitations and the responses thereto are in the public domain. Requests for confidential treatment will not supersede the County's legal obligation to provide records to the public consistent with public records law. Bidders/proposers must cite specific, applicable legal grounds to support a request for confidential treatment, of any portion of a bid/proposal. Requests by bidders/proposers to keep entire bids/proposals confidential are generally not supported by public records laws. At a minimum, the County will disclose the successful bidder's/proposer's name, the substance of the bid/proposal, and the price.

If the bidder/proposer requests confidential treatment, bidder/proposer must submit an additional copy of the bid/proposal with the proposed confidential information redacted. This copy must include a general description of the information redacted, and shall only be redacted in the least expansive manner necessary to effectuate the requested exemption(s). In a separate attachment, bidder/proposer shall supply a listing of the provisions identified by section number for which it seeks confidential treatment and identify the statutory basis under Florida law, including a detailed justification for exempting the information from public disclosure.

Bidder/proposer shall hold harmless and indemnify the County for all claims, actions, suits, judgments, fines, costs or damages the County may incur as a result of bidder's/proposer's request for confidential treatment of its bid/proposal. Bidder/proposer agrees and understands that the County may make copies of, and distribute, the bid/proposal without any requested redactions, to facilitate evaluation. Bidder/proposer warrants that such copying will not violate the rights of any third party.

48. FEDERAL REQUIREMENTS

In the event this Contract is paid in whole or in part from any federal government agency or source, the specific terms, regulations and requirements governing the disbursement of these funds shall be specified herein and become a part of this clause.

Equal Employment Opportunity: For any federally assisted construction contract, as defined in 41 CFR 60-1.3, the contractor, subcontractor, subrecipient shall follow all of the requirements of the Equal Opportunity Clause as stated in 41 CFR 60-1.4.

Davis-Bacon Act: For any federally assisted construction contract, in excess of two thousand dollars (\$2,000), the contractor, subcontractor, subrecipient shall comply with all of the requirements of the Davis-Bacon Act (40 U.S.C. 3141 – 3148) as supplemented by Department of Labor Regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and assisted Construction"); and the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor

regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”).

For a definition of “Construction” see 48 CFR 2.101.

Contract Work Hours and Safety Standards Act: For any federally assisted contract, in excess of one hundred thousand dollars (\$100,000), that involves the employment of mechanics or laborers, the contractor, subcontractor, subrecipient shall comply with all of the requirements of the Contract work Hours and Safety Standards Act (40 U.S.C. 3702 and 3704), as supplemented by Department of Labor Regulations (29 CFR Part 5).

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding one hundred thousand dollars (\$100,000) must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Rights to Inventions Made Under a Contract or Agreement: For any federally assisted contract, awarded to a small business firm or nonprofit organization as defined in 37 CFR 401.2 for the performance of experimental, developmental, or research work, the contractor, subcontractor, subrecipient agrees to all of the terms in 37 CFR 401.14(a) and (b) regarding Patent Rights and The Allocation of Principal Rights.

Clean Air Act and the Federal water Pollution Control Act: For any federally assisted contract, or subgrant, in excess of one hundred and fifty thousand dollars (\$150,000), the contractor, subcontractor, subrecipient or subgrant recipient shall comply with all of the requirements of the Clean Air Act (42 U.S.C. 7401 -7671q.) and the Federal water Pollution Control Act as amended (33 U.S.C. 1251 – 1387).

Procurement of Recovered Materials:

- (1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired
 - a. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - b. Meeting contract performance requirements; or
 - c. At a reasonable price.
- (2) Information about this requirement, along with a list of EPA-designated items, is available at EPA’s Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

Awarded Contractors are required to fully comply with all requirements outlined in 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

49. SCRUTINIZED COMPANIES

- A. By executing this Agreement, the Contractor/Sub-Recipient certifies that it is eligible to bid on, submit a proposal for, or enter into or renew a contract with the County for goods or services pursuant to Section 287.135, Florida Statutes.
- B. Specifically, by executing this Agreement, the Contractor/Sub-Recipient certifies that it is **not** on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel.
- C. Additionally, if this Agreement is for an amount of one million dollars (\$1,000,000) or more, by executing this Agreement, the Contractor/Sub-Recipient certifies that it is **not**:
 - 1. On the “Scrutinized Companies with Activities in Sudan List” or the “Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List,” created pursuant to Section 215.473, Florida Statutes; and/or
 - 2. Engaged in business operations in Cuba or Syria.
- D. The County reserves the right to terminate this Agreement immediately should the Contractor be found to:
 - 1. Have falsified its certification of eligibility to bid on, submit a proposal for, or enter into or renew a contract with the County for goods or services pursuant to Section 287.135, Florida Statutes; and/or
 - 2. Have become ineligible to bid on, submit a proposal for, or enter into or renew a contract with the County for goods or services pursuant to Section 287.135, Florida Statute subsequent to entering into this Agreement with the County.
- E. If this Agreement is terminated by the County as provided in subparagraph 4(a) above, the County reserves the right to pursue any and all available legal remedies against the Contractor, including but not limited to the remedies as described in Section 287.135, Florida Statutes.
- F. If this Agreement is terminated by the County as provided in subparagraph 4(b) above, the Contractor shall be paid only for the funding-applicable work completed as of the date of the County’s termination.
- G. Unless explicitly stated in this Section, no other damages, fees, and/or costs may be assessed against the County for its termination of the Agreement pursuant to this Section.

50. PUBLIC RECORDS COMPLIANCE

Orange County is a public agency subject to Chapter 119, Florida Statutes. The Contractor agrees to comply with Florida's Public Records Law. Specifically, the Contractor shall:

1. Keep and maintain public records required by Orange County to perform the service.
2. Upon request from Orange County's custodian of public records, provide Orange County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from the public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to Orange County.
4. Upon completion of the contract, Contractor agrees to transfer at no cost to Orange County all public records in possession of the Contractor or keep and maintain public records required by Orange County to perform the service. If the Contractor transfers all public record to Orange County upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Orange County, upon request from Orange County's custodian of public records, in a format that is compatible with the information technology systems of Orange County.
5. A Contractor who fails to provide the public records to Orange County within a reasonable time may be subject to penalties under section 119.10, Florida Statutes.

6. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT :

**Procurement Public Records Liaison
400 E. South Street, 2nd Floor, Orlando, FL 32801
ProcurementRecords@ocfl.net, 407-836-5635**

SECTION 2
SPECIAL TERMS AND CONDITIONS

SPECIAL TERMS AND CONDITIONS

1. LICENSES AND PERMITS

Prior to furnishing the requested product(s), it shall be the responsibility of the Contractor to obtain, at no additional cost to Orange County, any and all licenses and permits required to complete all contractual requirements. These licenses and permits shall be readily available for review by the Manager, Procurement Division or authorized designee.

2. BID ACCEPTANCE PERIOD

A bid shall constitute an irrevocable offer for a period of ninety (90) days from the bid opening date or until the date of award. In the event that an award is not made by the County within ninety (90) days from the bid opening date, the Bidder may withdraw their bid or provide a written extension of their bid.

3. FLORIDA CONVICTED/SUSPENDED/DISCRIMINATORY COMPLAINTS

By submission of an offer, the respondent affirms that it is not currently listed in the Florida Department of Management Services Convicted/Suspended/Discriminatory Complaint Vendor List.

4. AWARD

Orange County reserves the right to award on an all-or-none basis to the lowest responsive and responsible bidder or to award on a lot-by-lot basis to the lowest responsive and responsible Bidder, whichever is in the best interest of the County.

5. POST AWARD MEETING

Within **ten (10)** days after receipt of notification of award of bid, Contractor shall meet with the County's representative(s) to discuss job procedures and scheduling.

6. PERFORMANCE

Timely performance is of the essence in the award of this Invitation for Bids. Performance shall be no later than **two (2)** hours from receipt of delivery order. Bids which fail to meet this requirement shall be rejected.

It is hereby understood and mutually agreed to by and between parties hereto that the time of performance is an essential condition of this contract.

Should the Contractor neglect, fail or refuse to provide the services within the time herein specified, then said Contractor does hereby agree as part of the consideration for the awarding of this contract, to pay Orange County the sum extended by the County to contract for like services approved by the Procurement Division for the period from the required scheduled commencement date until performance of services covered in the Invitation for Bids is completed.

The Contractor shall, within **two (2)** calendar days from the beginning of such delay, notify the Manager, Procurement Division in writing of the cause(s) of the delay.

7. FORCE MAJEURE

1. The Contractor shall not be held responsible for any delay and/or failure in performance of any part of this contract to the extent such delay or failure is caused by explosion, war, embargo, government requirement, civil or military authority, act of God, or other similar causes beyond the Contractor's control so long as the Contractor's delay is not caused by the Contractor's own fault or negligence. That notwithstanding, the Contractor shall notify the County in writing within two (2) hours after the beginning of any such cause that would affect its performance hereunder and the County reserves the right the request additional information that supports the validity of the Contractor's Force Majeure claim. Failure to notify the County in a timely manner of any claim of Force Majeure made pursuant to this section is cause for termination of this contract.
2. If the Contractor's performance is delayed pursuant to this section for a period exceeding two (2) calendar days from the date the County receives the required Force Majeure notice, the County shall have the right to terminate this contract thereafter and shall only be liable to the Contractor for any work performed and validated (if required for payment hereunder) prior to the date of the County's contract termination.
3. If the Contractor's performance is delayed pursuant to this section, the County may, upon written request of the Contractor, agree to equitably adjust the provisions of this contract, including price, performance, and delivery, as may be affected by such delay. However, this provision shall not be interpreted to limit the County's right to terminate for convenience.

8. TERMINATION

A. Termination for Default:

The County may, by written notice to the Contractor terminate this contract for default in whole or in part (delivery orders, if applicable) if the Contractor fails to:

1. Provide goods or services that comply with the specifications herein or fails to meet the County's performance standards
2. Deliver the goods or to perform the services within the time specified in this contract or any extension.
3. Make progress so as to endanger performance of this contract
4. Perform any of the other provisions of this contract.

Prior to termination for default, the County shall provide adequate written notice to the Contractor through the Manager, Procurement Division, affording the opportunity to cure the deficiencies or to submit a specific plan to resolve the deficiencies within ten (10) calendar days (or the period specified in the notice) after receipt of the notice. Failure to adequately cure the deficiency shall result in termination action. Such termination may also result in suspension or debarment of the Contractor in accordance with the County's Procurement Ordinance. The Contractor and its sureties (if any) shall be liable for any damage to the County

resulting from the Contractor's default of the contract. This liability includes any increased costs incurred by the County in completing contract performance.

In the event of termination by the County for any cause, the Contractor shall have, in no event, any claim against the County for lost profits or compensation for lost opportunities. After a receipt of a Termination Notice and except as otherwise directed by the County the Contractor shall:

1. Stop work on the date and to the extent specified.
2. Terminate and settle all orders and subcontracts relating to the performance of the terminated work
3. Transfer all work in process, completed work, and other materials related to the terminated work as directed by the County.
4. Continue and complete all parts of that work that have not been terminated.

B. Termination for Convenience:

The County, by written notice, may terminate this contract, in whole or in part, when it is in the County's interest. If this contract is terminated, the County shall be liable only for goods or services delivered and accepted. The County Notice of Termination shall provide the Contractor thirty (30) calendar days prior notice before it becomes effective. **A termination for convenience may apply to individual delivery orders, purchase orders or to the contract in its entirety.**

9. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH

By submission of a bid in response to this solicitation, the Bidder certifies that all material, equipment, etc., contained in their bid meets all OSHA requirements. Bidder further certifies that if they are the awarded Contractor, and the material, equipment, etc., delivered is subsequently found to be deficient in any OSHA requirements in effect on date of delivery, all costs necessary to bring the material, equipment, etc., into compliance with the aforementioned requirements shall be borne by the Contractor.

10. CODES AND REGULATIONS

The Contractor shall strictly comply with all Federal, State and local codes and regulations.

11. PAYMENT

Partial payments for the value of goods received and accepted and services rendered may be requested by the submission of a properly executed invoice. Payment shall be made in accordance with Florida Statute 218, Local Government Prompt Payment Act. Payment for accepted equipment/goods/services shall be accomplished by submission of an invoice, in duplicate, to:

Orange County Administrative Services
Fiscal and Operational Support
400 East South Street, 5th Floor
Orlando, Florida 32801
Phone (407) 836-0052

A valid invoice shall include the following:

1. Reference to the Delivery Order/ Purchase Order Number
2. Delivery Dates/ Service Dates
3. Itemization of Goods Delivered/ Services Rendered
4. Unit Prices in accordance with the Bid Response Form
 - Location of the work
 - Total labor categorized per the Bid Response Form and rounded to the nearest (30) minutes
 - Itemized list of materials used according to the original manufacturer's part name and part number (for repairs only).
 - Unit price and quantity shall be provided on the invoice for each part
 - Applicable sales tax for materials purchased should be listed separately
 - Markdown/mark-ups for material shall be listed as a line item on the invoice.
 - Approved shipping charges shall be listed separately
 - Permit (if applicable)
 - Invoice total

In the event additional County Departments or other public entities utilize this contract, invoices are to be sent directly to the Department or entity placing the order.

12. DEBRIS

Contractor shall be responsible for the prompt removal of all debris which is a result of this contractual service.

13. SAFETY AND PROTECTION OF PROPERTY

The Contractor shall at all times:

- A. Initiate, maintain and supervise all safety precautions and programs in connection with its services or performance of its operations under this contract.
- B. Take all reasonable precautions to prevent injury to employees, including County employees and all other persons affected by their operations.
- C. Take all reasonable precautions to prevent damage or loss to property of Orange County, or of other Contractors, consultants or agencies and shall be held responsible for replacing or repairing any such loss or damage.

- D. Comply with all ordinances, rules, regulations, standards and lawful orders from authority bearing on the safety of persons or property or their protection from damage, injury or loss. This includes but is not limited to:
- Occupational Safety and Health Act (OSHA)
 - National Institute for Occupational Safety & Health (NIOSH)
 - National Fire Protection Association (NFPA)
 - American Society of Heating, Refrigeration & Air-Conditioning Engineers (ASHRAE)
- E. The Contractor shall also comply with the guidelines set forth in the Orange County Safety & Health Manual. The manual can be accessed online at the address listed below:

<http://www.orangecountyfl.net/VendorServices/OrangeCountySafetyandHealthManual.aspx>

14. **INSURANCE REQUIREMENTS**

Vendor/Contractor agrees to maintain on a primary basis and at its sole expense, at all times throughout the duration of this contract the following types of insurance coverage with limits and on forms (including endorsements) as described herein. These requirements, as well as the County's review or acceptance of insurance maintained by Vendor/Contractor is not intended to and shall not in any manner limit or qualify the liabilities assumed by Vendor/Contractor under this contract. Vendor/Contractor is required to maintain any coverage required by federal and state workers' compensation or financial responsibility laws including but not limited to Chapter 324 and 440, Florida Statutes, as may be amended from time to time.

The Vendor/Contractor shall require and ensure that each of its sub-Vendors/sub-Contractors providing services hereunder (if any) procures and maintains until the completion of their respective services, insurance of the types and to the limits specified herein.

Insurance carriers providing coverage required herein must be licensed to conduct business in the State of Florida and must possess a current A.M. Best's Financial Strength Rating of A- Class VIII or better.

(Note: State licenses can be checked via www.floir.com/companysearch/ and A.M. Best Ratings are available at www.ambest.com)

Required Coverage:

- Commercial General Liability - The Vendor/Contractor shall maintain coverage issued on the most recent version of the ISO form as filed for use in Florida or its equivalent, with a limit of liability of not less than \$1,000,000 per occurrence. Vendor/Contractor further agrees coverage shall not contain any endorsement(s) excluding or limiting Product/Completed Operations, Contractual Liability, or Separation of Insureds. The General Aggregate limit shall either apply separately to this contract or shall be at least twice the required occurrence limit.

Required Endorsements:

- Additional Insured- CG 20 26 or CG 20 10/CG 20 37 or their equivalents.
Note: CG 20 10 must be accompanied by CG 20 37 to include products/completed operations
- Waiver of Transfer of Rights of Recovery- CG 24 04 or its equivalent.
Note: If blanket endorsements are being submitted please include the entire endorsement and the applicable policy number.
- Business Automobile Liability - The Vendor/Contractor shall maintain coverage for all owned; non-owned and hired vehicles issued on the most recent version of the ISO form as filed for use in Florida or its equivalent, with limits of not less than \$500,000 (five hundred thousand dollars) per accident. In the event the Vendor/Contractor does not own automobiles the Vendor/Contractor shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.
- Workers' Compensation - The Vendor/Contractor shall maintain coverage for its employees with statutory workers' compensation limits, and no less than \$100,000 each incident of bodily injury or disease for Employers' Liability. Elective exemptions as defined in Florida Statute 440 will be considered on a case-by-case basis. Any Vendor/Contractor using an employee leasing company shall complete the Leased Employee Affidavit.

Required Endorsements:

- Waiver of Subrogation- WC 00 03 13 or its equivalent
- Pollution Liability- with a limit of not less than \$1,000,000 per occurrence/claim

When a self-insured retention or deductible exceeds \$100,000 the COUNTY reserves the right to request a copy of Vendor/Contractor most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis the Vendor/Contractor agrees to maintain a retroactive date prior to or equal to the effective date of this contract. In the event the policy is canceled, non-renewed, switched to occurrence form, or any other event which triggers the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this contract the Vendor/Contractor agrees to purchase the SERP with a minimum reporting period of not less than two years. Purchase of the SERP shall not relieve the Vendor/Contractor of the obligation to provide replacement coverage.

By entering into this contract Vendor/Contractor agrees to provide a waiver of subrogation or a waiver of transfer of rights of recovery, in favor of the County for the workers' compensation and general liability policies as required herein. When required by the insurer or should a policy condition not permit the Vendor/Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then Vendor/Contractor agrees to notify the insurer and request the policy be endorsed with a Waiver of Subrogation or a Waiver of Transfer of Rights of Recovery Against Others endorsement.

Prior to execution and commencement of any operations/services provided under this contract the Vendor/Contractor shall provide the COUNTY with current certificates of insurance evidencing all required coverage. In addition to the certificate(s) of insurance the Vendor/Contractor shall also provide endorsements for each policy as specified above. All specific policy endorsements shall be in the name of Orange County, Florida.

For continuing service contracts renewal certificates shall be submitted immediately upon request by either the COUNTY or the COUNTY's contracted certificate compliance management firm. The certificates shall clearly indicate that the Vendor/Contractor has obtained insurance of the type, amount and classification as required for strict compliance with this insurance section. Vendor/Contractor shall notify the COUNTY not less than thirty (30) business days (ten business days for non-payment of premium) of any material change in or cancellation/non-renewal of insurance coverage. The Vendor/Contractor shall provide evidence of replacement coverage to maintain compliance with the aforementioned insurance requirements to the COUNTY or its certificate management representative five (5) business days prior to the effective date of the replacement policy (ies).

The certificate holder shall read:

Orange County, Florida
c/o Risk Management Division
201 S. Rosalind Avenue
Orlando, Florida 32801

Additional insurance guidelines and sample certificates can be found on the County's Vendor Services website:

<http://www.orangecountyfl.net/Portals/0/Library/vendor%20services/docs/InsuranceRequirementsFAQ.pdf>

15. CONTRACT TERM/RENEWAL

- A. The contract resulting from this Invitation for Bids shall commence effective upon issuance of a term contract by the County and extend for a period of one (1) year. The contract may be renewed for four (4) additional one (1) year periods, upon mutual agreement of both parties. If any such renewal results in changes in the terms and conditions, such changes shall be reduced to writing as an amendment to this contract and such amendment shall be executed by both parties.
- B. The initiating County department(s) shall issue delivery/purchase orders against the term contract on an "as needed" basis.
- C. If the quantity of a unit priced item in this contract is an estimated quantity and the actual quantities ordered are more than 50% above the estimated quantity, the County shall enter into negotiations with the Contractor for a lower unit price which shall be incorporated into the contract. Failure of the Contractor to agree to a reduced unit price may result in the termination of the contract and re-solicitation of the requirement.
- D. Any order issued during the effective period of this contract, but not completed within that period, shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and the County's rights and

obligations with respect to that order to the extent as if the order were completed during the contract performance period.

16. PRICING

The County requires a firm price for the entire contract period. Invoices shall be reviewed to confirm compliance with contract pricing. Failure to hold prices firm shall be grounds for immediate termination of the contract.

17. PRICE ESCALATION/DE-ESCALATION (CPI)

The County may allow a price escalation provision within this award.

The original contract prices shall be firm for an initial one (1) year period. A price escalation/de-escalation will be considered at one (1) year intervals thereafter, provided the Contractor notifies the County, in writing, of the pending price escalation/de-escalation a minimum of sixty (60) days prior to the effective date. Price adjustments shall be based on the latest version of the Consumers Price Index (CPI-U) for All Urban Consumers, All Items, U.S. City Average, non-seasonal, as published by the U.S. Department of Labor, Bureau of Labor Statistics. This information is available at www.bls.gov.

Price adjustment shall be calculated by applying the simple percentage model to the CPI data. This method is defined as subtracting the base period index value (at the time of initial award) from the index value at time of calculation (latest version of the CPI published as of the date of request for price adjustment), divided by the base period index value to identify percentage of change, then multiplying the percentage of change by 100 to identify the percentage change. Formula is as follows:

$$\text{Current Index} - \text{Base Index} / \text{Base Index} = \% \text{ of Change}$$

$$\% \text{ of Change} \times 100 = \text{Percentage Change}$$

CPI-U Calculation Example:

| | |
|----------------------------|--------------|
| CPI for current period | 232.945 |
| Less CPI for base period | 229.815 |
| Equals index point change | 3.130 |
| Divided by base period CPI | 229.815 |
| Equals | 0.0136 |
| Result multiplied by 100 | 0.0136 x 100 |
| Equals percent change | 1.4% |

A price increase may be requested only at each time interval specified above, using the methodology outlined in this section. To request a price increase, Contractor shall submit a letter stating the percentage amount of the requested increase and adjusted price to the Orange County Procurement Division. The letter shall include the complete calculation utilizing the formula above, and a copy of the CPI-U index table used in the calculation.

The maximum allowable increase shall not exceed 4%, unless authorized by the Manager, Procurement Division. All price adjustments must be accepted by the Manager, Procurement Division and shall be memorialized by written amendment to this contract. No retroactive contract price adjustments will be allowed.

Should the CPI-U for All Urban Consumers, All Items, U.S City Average, as published by the U.S. Department of Labor, Bureau of Labor Statistics decrease during the term of the contract, or any renewals, the Contractor shall notify the Orange County Procurement Division of price decreases in the method outlined above. If approved, the price adjustment shall become effective on the contract renewal date. If the Contractor fails to pass the decrease on to the County, the County reserves the right to place the Contractor in default, cancel the award, and remove the Contractor from the County Vendor List for a period of time deemed suitable by the County. In the event of this occurrence, the County further reserves the right to utilize any options as stated herein.

18. METHOD OF ORDERING

The County shall issue Delivery Orders against the contract on an as needed basis for the goods or services listed on the Bid Response Form.

19. ATTACHMENTS

The following attachment(s) is/are attached to, and made a part of this Invitation for Bids:

- A. Attachment A – Grease Traps & Interceptors Listing
- B. Attachment B – Lift Station Listing
- C. Attachment C – Septic Tanks Listing
- D. Attachment D - Fats, Oils and Grease Waste Disposal Manifest
- E. Attachment E – Private Sanitary Sewer & Lift Station Hauler Manifest
- F. Attachment F – Reporting Incidents Discovery of Pollution
- G. Attachment G – Private Pump Station (PPS) Maintenance Log
- H. Attachment H – PPS and PCS Maintenance Recommendation
- I. Attachment I – Prohibited Products Memo

20. CONDITIONS FOR EMERGENCY/HURRICANE OR DISASTER - TERM CONTRACTS

It is hereby made a part of this Invitation for Bids that before, during and after a public emergency, disaster, hurricane, flood, or other acts of God that Orange County shall require a “first priority” basis for goods and services. It is vital and imperative that the majority of citizens are protected from any emergency situation which threatens public health and safety, as determined by the County. Contractor agrees to rent/sell/lease all goods and services to the County or other governmental entities as opposed to a private citizen, on a first priority basis. The County expects to pay contractual prices for all goods or services required during an emergency situation. Contractor shall furnish a twenty-four (24) hour phone number in the event of such an emergency.

21. **REQUIREMENTS CONTRACT**

This is a Requirements Contract and the County's intent is to order from the Contractor all of the goods or services specified in the contract's price schedule that are required to be purchased by the County. If the County urgently requires delivery of goods or services before the earliest date that delivery may be required under this contract, and if the contractor will not accept an order providing for accelerated delivery, the County may acquire the goods or services from another source.

The County's requirements in this contract are estimated and there is no commitment by the County to order any specified amount. If the estimated quantities are not achieved, this shall not be the basis for an equitable adjustment.

If the Manager, Procurement Division determines that the Contractor's performance is less than satisfactory, the County may order the goods or services from other sources until the deficient performance has been cured or the contract terminated.

22. **PERSONNEL**

- A. The CONTRACTOR represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the COUNTY.
- B. All of the services required hereafter shall be performed by the CONTRACTOR or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.
- C. By execution of this contract, the Contractor hereby certifies that key personnel assigned to provide the required services have not been, and shall not be, changed or altered without prior written approval by the County. The County shall have seventy two (72) hours to review any request made by the Contractor for any change, alteration, or substitution of staff. The Contractor shall ensure that such substituted staff members are of substantially the same qualifications as those approved by the County at the time of contract award and create no conflicts of interest between the Contractor and the County.
- D. The CONTRACTOR warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field. The COUNTY may require, in writing, that the CONTRACTOR remove from this contract any employee the COUNTY deems incompetent, careless, or otherwise objectionable.

23. **USE OF CONTRACT BY OTHER GOVERNMENT AGENCIES**

At the option of the Contractor, the use of the contract resulting from this solicitation may be extended to other governmental agencies, including the State of Florida, its agencies, political subdivisions, counties, and cities.

Each governmental agency allowed by the Contractor to use this contract shall do so independent of any other governmental entity. Each agency shall be responsible for its own purchases and shall be liable only for goods or services ordered, received and accepted. No agency receives any liability by virtue of this bid and subsequent contract award.

24. BID PREFERENCE

In accordance with the Minority Women Owned Business Enterprise (MWBE) Ordinance, award of a contract resulting from this Invitation for Bids may be made to the lowest responsive and responsible Orange County certified MWBE bidder provided that the bid does not exceed the overall lowest responsive and responsible bidder by the following percentages for the bid amounts listed:

- A. 8% - Bids Up To \$100,000**
- B. 7% - Bids Greater Than \$100,000 to \$500,000**
- C. 6% - Bids Greater Than \$500,000 to \$750,000**
- D. 5% - Bids Greater Than \$750,000 to \$2,000,000**
- E. 4% - Bids Greater Than \$2,000,000 to \$5,000,000**
- F. 3% - Bids Greater Than \$5,000,000**

In accordance with the Registered Service Disabled Veteran Business Ordinance, award of a contract resulting from this Invitation for Bids may be made to the lowest responsive and responsible registered prime Service Disabled Veteran bidder provided that the bid does not exceed the overall lowest responsive and responsible bidder by the following percentages for the bid amounts listed:

- A. 8% - Bids Up To \$100,000**
- B. 7% - Bids Greater Than \$100,000 to \$500,000**
- C. 6% - Bids Greater Than \$500,000 to \$750,000**
- D. 5% - Bids Greater Than \$750,000 to \$2,000,000**
- E. 4% - Bids Greater Than \$2,000,000 to \$5,000,000**
- F. 3% - Bids Greater Than \$5,000,000**

In the event of a tie between an M/WBE and a registered prime SDV with all else being equal, the award shall be made to the firm with the lowest business net worth.

**SECTION 3
SCOPE OF SERVICES**

SCOPE OF SERVICES

1. OVERVIEW

The Contractor shall provide preventative maintenance and repair services to ensure the proper and continued operation of commercial-grade grease traps, grease interceptors, and lift stations. This includes maintenance and repairs to dosing systems, distribution boxes, drain fields, pumps, transmission lines, and other components of the reference systems. The Contractor shall also provide pump-outs and repairs for septic tanks as needed. All supplies, materials, tools, equipment, labor, certifications, and facilities needed to provide these services shall be the responsibility of the Contractor. Oil and Water Separators maintenance are excluded from this contract.

Hours of Performance

- 1) Standard Hours: Standard working hours are Monday through Friday, 6:00 AM to 6:00 PM, excluding Orange County holidays.
- 2) Non-Standard Hours: Non-Standard working hours are Monday through Friday, 6:01 PM to 5:59 AM, weekends, and Orange County holidays.
- 3) Emergency Services: Twenty-four (24) hours per day, seven (7) days per week, to include weekends, and holidays. Emergencies shall require one (1) hour to arrive on the site of the emergency from the time of notification.

2. PERSONNEL REQUIREMENTS

A. The Contractor shall provide the following points of contact:

- 1) The Contractor shall assign a lead point of contact or supervisor with whom the County may consult regarding contract performance, project status updates, and other contractual matters throughout the entire contract term. The contact information provided for this person shall include a valid e-mail address and phone number.
- 2) The Contractor shall provide a twenty-four (24) hour point of contact with a staffed telephone number that the County may contact for emergency service requests during standard and non-standard hours.

The Contractor shall, within twenty-four (24) hours, notify the Contract Administrator if there is a change in any points of contact and/or contact information and provide the updated information at the time of notification. All points of contact shall have the capability to receive communication via telephone and e-mail.

B. **Lot A** – For services in Lot A, Grease Traps/Interceptor, and Lift Station, the Contractor shall possess experience in pump station operations and maintenance to include pump and electrical maintenance experience.

C. **Lot B** – For services in Lot B, Septic System Services, the Contractor shall be a registered septic tank Contractor with the Florida Department of Health or a plumbing

Contractor according to s.489.105 (3)(m), F.S. A registered septic tank Contractor not providing septic tank contracting services under his full legal name shall have a Certificate of Authorization issued by the department for his septic tank contracting business.

- D. The Contractor shall provide sufficient workforce and supervisory personnel to perform the specified services to meet the requirements specified herein and provide backup as needed during all required work hours and at multiple concurrent locations.
- E. Technicians performing service under this contract shall have a minimum of two (2) years of practical experience in the duties to which they are assigned and shall be competent and legally able to perform the assigned tasks in Orange County. The Contractor shall provide a list of technicians by name and title who will perform the scope specified herein. This list shall include the technicians' full name, working title, and years of experience. The list shall be submitted ten (10) business days after notification of contract award and before the performance of work.
- F. Effective communication with County staff and building occupants is required to perform this Scope of Services. Therefore, the Contractor shall ensure that all points of contact read, write, and fluently speak English.
- G. The Contractor shall maintain sole responsibility for its employees and subcontractors.
- H. The Contractor shall ensure proper dress code, appearance, and conduct of its employees while on County premises. All employees and subcontractors shall be dressed in uniformed shirts displaying the company name/logo and prominently wear a photo ID badge on the front at all times when performing work on County property.
- I. There shall be no smoking or vaping of any kind on County property at any time.

3. PERFORMANCE

- A. All workmanship shall be accomplished per the following standards and regulations during the performance of the contract:
 - Orange County Code of Ordinance, No. 2010-02
 - The Florida Department of Environmental Protection (DEP)
 - Florida Department of Health and Rehabilitative Services (DOH)

The Contractor is required to stay current and comply with all updated versions and amendments to the applicable standard and codes. Any fines levied due to inadequacies or failure to comply with any requirements by the Contractor or any representative of the Contractor shall be the sole responsibility of the Contractor.

- B. The Contractor, upon request by the County, shall remove all Contractor's personnel and subcontractors from County property and from providing service under this contract who are deemed careless, incompetent, insubordinate, reasonably objectionable, or whose performance is deemed inadequate or unsatisfactory as determined by the County. The County's request to remove an employee from this contract shall, in no instance, be considered a request for the Contractor to terminate the employee from employment. The sole intent is the removal of the individual from

this contract.

- C. The work shall be performed in such a manner to prevent interruption and interference with the proper execution of Orange County business and provide the least inconvenience to building occupants and visitors. Verbal interaction between the Contractor's employees and building occupants shall be kept to a minimum. The Contractor shall not discuss services being performed with building occupants, this type of communication shall be with the County Service Coordinator.
- D. Any damage to County facilities or property due to the services performed by the Contractor and subcontractors of the Contractor shall be the responsibility of the Contractor.
- E. Services not performed per the content of this contract shall be considered unsatisfactory and unacceptable. In the event of non-performance or unsatisfactory performance by the Contractor or any representative of the Contractor, the County shall notify the Contractor of non-performance/unsatisfactory performance in writing and allow the Contractor to correct such item within a specified timeframe. Although the timeframe for making corrections may occur outside of the Contractor's normal working hours, the Contractor shall not receive any further compensation. The Contractor's failure to respond within the timeframe allowed and/or failure to perform satisfactory corrective action may be cause for termination for default. Please refer to Special Terms and Conditions, Item No. 8, Termination, for additional details.

4. SAFETY

- A. The Contractor shall initiate, maintain and supervise all safety precautions and programs in connection with its services or performance of its operations under this contract per the SPECIAL TERMS AND CONDITIONS, 15. SAFETY AND PROTECTION OF PROPERTY.
- B. The Contractor shall provide and ensure the wearing of necessary personal protective equipment (PPE) as required by any applicable laws, regulations, ordinances, and/or manufacturer's instructions.
- C. All equipment used in the performance of these services shall be properly maintained and shall be subject to inspection by the County upon demand. Any equipment deemed faulty, inoperable, unsafe, or improper for its intended purpose shall be promptly moved from the County's premises.
- D. Before performing service or maintenance on any equipment where the unexpected energizing, startup, or release of stored energy could occur and cause injury, the equipment shall be isolated and rendered inoperative through the use of a lockout device whenever the equipment is capable of being locked out.

5. SECURITY AND IDENTIFICATION

- A. Background checks for the Contractor's staff must be approved by the County before Contractor staff or sub-contractors may begin working in any County facility. All costs for background investigations shall be the Contractor's responsibility. The County reserves the right to conduct its investigation and request any additional investigative

background information of any personnel assigned to perform the services. The Contractor shall furnish, in writing, such information to the extent allowed by law, before the commencement of services.

- B. Contractor shall comply with the different security requirements for each County facility, including but not limited to:
- Orange County Courthouse (OCCH) – Requires annual background checks.
 - Orange County Corrections Department
 - Orange County Fire Rescue
- C. Background checks and additional security requirements are addressed and detailed in the Scope of Service, Supplemental Information. The Contractor is responsible for reading, understanding, and the application of all contract terms.

6. TRAVEL AND PARKING

- A. The Contractor shall be responsible for all travel and per diem costs to and from the various County facilities. Travel time and mileage for each project shall be included in the bid item-unit prices. There shall be no additional compensation for travel, trip, or truck charges following contract award.
- B. The County will identify locations where Contractor vehicle parking is available. If there is a cost associated with parking, those costs shall be paid by the Contractor or Contractor's employee. Orange County will not be responsible for any damage to Contractor or Contractor's employees' vehicles while parked on Orange County property. Vehicles towed from Orange County property will be at the expense of the Contractor or Contractor's employee. The Contractor and Contractor's employee vehicles shall be properly identified.

7. GENERAL SERVICE REQUIREMENTS

- A. The Contractor shall furnish all labor, materials, and equipment necessary to perform preventive maintenance and inspections of grease traps /interceptors and lift stations covered under this contract and their components.
- B. Attachments A, B, and C list the current locations requiring services under this contract. The County reserves the right to add or delete locations or equipment for servicing:
- Attachment A, LOT A - Grease Traps/Interceptors Listing
 - Attachment B, LOT A - Lift Stations Listing
 - Attachment C, LOT B – Septic Tanks Listing
- C. The Contractor shall schedule services per the schedule of work provided by the County. Any changes to this schedule must be approved in writing by the County before the change is effective.

- D. The Contractor shall communicate all unforeseen conditions that may cause any work to be delayed as soon as it's apparent and provide an updated completion timeframe at the time of notification.
- E. The Contractor shall not perform any services without an existing Delivery Order unless it is an emergency service. Service does not include meetings, site surveys, and scheduling activities.
- F. When work outside of the inspection/maintenance scope is discovered by the Contractor's technician that affects the continued operation of the system, the technician shall contact the County Service Coordinator immediately to obtain approval to correct repairs while on-site.
- G. For situations requiring repair which are not a threat to system operation, the technician shall submit a quote to the County Service Coordinator to obtain approval to repair the deficiency at a mutually agreed upon date between the Contractor and the County.
- H. The Contractor shall not make any alternations to any equipment or systems without prior written approval by the County.
- I. The Contractor shall be responsible for the hauling and proper disposal of all waste removed from the sites, per Attachments A, B, and C per with Orange County ordinances and regulations at no additional cost to the County. The use of County dumpsters for disposal of Contractor material is not permitted.
- J. If during the performance of services an incident or discovery of pollution is found, the Contractor shall report the findings to the Florida Department of Environmental Protection within twenty-four (24) hours of the incident or discovery. Refer to Attachment F – Reporting Incidents Discovery of Pollution.
- K. Requirements under this contract shall supersede any additional language added to work proposals, service tickets, and any other documents supplied by the Contractor.

8. **LOT A - GREASE TRAPS/ INTERCEPTORS AND LIFT STATION MAINTENANCE**

All services for grease traps, grease interceptors, and lift stations shall be performed per the Orange County Code of Ordinance No. 2010-02, County Oil and Grease Preventative Program (OGPP) and the requirement of Orange County Utilities, Environmental Compliance Section.

Environmental Compliance Section
Water Reclamation Division
4760 W. Sand Lake Road
Orlando, FL 32819
Environmental.Compliance@ocfl.net
(407) 254-7708

A. INITIAL SERVICES

The Contractor shall conduct an initial inspection of all grease traps/interceptors and lift stations within the first ninety (90) days of contract commencement. The Contractor and the County's Service Coordinator shall mutually agree on whether the initial cleaning required is excessive and beyond the line items on the Bid Response Form. If mutually agreeable to both parties, the Contractor shall provide a quote using a combination of the line items on the Bid Response Form. If the quote is acceptable to the County, a separate Delivery Order shall be issued to the Contractor to perform the initial services. Upon completion of the initial cleaning, the Contractor shall be responsible for continued maintenance for the duration of this contract.

The Contractor shall comply with the requirements of Attachment I – Prohibited Products Memo when performing services for Lot-A.

B. GREASE TRAPS/INTERCEPTORS - ROUTINE MAINTENANCE

1. The services below shall be performed every ninety (90) days and/or as needed to maintain compliance with the OGPP. Maintenance shall meet the requirements of the program and shall include, but is not limited to, the following activities:
 - a. The Contractor shall perform a functional test of the grease trap/interceptor system. When tanks are pumped out, the Contractor shall check for cracks, holes, and other deficiencies that were previously hidden below the surface.
 - b. All inspection and cleaning activities of grease traps/interceptors are required to be documented on an Inspection/Maintenance Log, see Attachment G - Private Pump Station (PPS) Maintenance Log for a sample.
 - c. The Contractor shall clean the grease traps and interceptors after all contents are completely removed (liquid, grease, and food solids) from the device.
 - d. All debris shall be removed by the Contractor. The equipment used by the Contractor shall be capable of removing dirt, grease, rocks, sand, and other materials and obstructions from the grease trap/interceptor lines and the manholes. The Contractor shall ensure that sediment and floating materials do not accumulate and impair the efficiency of the grease trap/interceptor or enter the wastewater collection system.
 - e. Back pumping of grease traps shall not be permitted and shall constitute a default.
 - f. Scrape all interior walls of the grease trap/interceptor, remove all the debris and residue, pressure wash the interior of the device.
 - g. Deodorizing may be requested at no extra charge to the County. The Contractor shall not use any chemicals and/or additives that are prohibited by the OGPP.
 - h. Passing of material that could cause line stoppage, accumulations of sand in wet wells, or damage pumping equipment shall not be permitted.

- i. The designated grease trap/interceptor manhole sections shall be cleaned using a hydraulically propelled, high-velocity jet.
2. Cleaning Precautions: During grease cleaning operations, satisfactory precautions shall be taken in the use of cleaning equipment. When hydraulically propelled cleaning tools (which depend on water pressure to provide their force) or tools which retard the flow in the grease traps/interceptors or drains are used, precautions shall be taken to ensure that the water pressure created does not damage or cause flooding of the property being served by the grease trap. Care shall be exercised to avoid pipe damage. The Contractor shall be responsible for all damages to the pipe resulting from negligence or the improper use of equipment.
3. It shall be the Contractor's responsibility to properly dispose of waste. The Contractor shall be required to report the waste disposal to the Orange County Environmental Compliance per the County OGPP by submitting the Orange County approved waste disposal manifest on time; Attachment D, Fats, Oils, and Grease Waste Disposal Manifest Sample.
4. A copy of the Fats, Oils, and Grease Waste Disposal Manifest shall be attached to the invoice when submitted to the County for payment. An invoice submitted without this form shall be rejected.
5. All costs for maintenance services shall be based on the wet well capacity of the grease trap/interceptor per the line items on the Bid Response Form. Unit prices on the Bid Response Form are inclusive of all costs to comply with OGPP, including but not limited to, required equipment, labor, transportation, disposal fees, and the Contractor's overhead cost.

C. LIFT STATION - ROUTINE MAINTENANCE

1. Every ninety (90) days or as needed, the Contractor shall ensure that the lift station is in proper working order including the control panel and all other electrical and mechanical components.

At a minimum, the Contractor shall perform the following required tasks:

- a. Inspect and verify all pumps run properly when switched to the "manual" position.
 - b. Ensure all pumps are secured and set in the "auto" position during normal operation.
 - c. Verify lead pump is alternated (cycled) if multiple pumps are present.
 - d. Record all pump motor hour meter run times on the maintenance log.
 - e. Inspect and exercise all check/gate /isolation valve(s) and all pressure gauges.
 - f. Ensure that float electric cable lines hang freely and are not tangled up.
 - g. Inspect all electrical components, including all electrical connections, amperage, voltage, starter contacts, and indicator lights.
2. The Contractor shall prevent the discharge of grease, sand, and grit into Orange County's sanitary sewer system, all floating and settled solids (including sand and grit) shall be removed from the lift (pump) station wet well.

3. The wet well walls and all associated equipment and control devices shall be properly cleaned. The Contractor shall use equipment capable of removing all waste (all sand, grit, sediment, settled, floating solids, grease, etc) from the bottom, top, and sidewalls of the wet well to perform this work.
4. At no time shall the grease be broken up, loosened, and not removed from the pump station wet well.
5. At no time shall the entire contents of the lift station be pumped out to the Orange County sanitary sewer system.
6. It shall be the Contractor's responsibility to properly dispose of all waste. The Contractor shall be required to report the waste disposal to the Orange County Environmental Compliance per Attachment E, Private Sanitary Sewer & Lift Station Hauler Manifest/User Compliance Report.
7. The County approved Waste Disposal Manifest shall be attached to the invoice for the service when submitted to the County for payment. Invoice submitted without this form shall be rejected.
8. All costs for lift station maintenance services shall be based on the wet well capacity of the station per the line items on the Bid Response Form. The unit prices on the Bid Response Form are inclusive of all costs to comply with OGPP, including but not limited to, required equipment, labor, disposal fees, and the Contractor's overhead cost.
9. **Lift Station Pumps:** Lift Station pumps shall be inspected as needed.
 - a. The Contractor shall be responsible for using the appropriate equipment to remove and reinsert all pumps.
 - b. Upon removal, the Contractor shall inspect/verify pump impellers are free of debris, oil, and grease.
 - c. A written service report shall be provided by the Contractor to the County's Service Coordinator reporting all deficiencies found. The Contractor shall provide a written quote detailing the extent of the required repair within twenty-four (24) hours of site visit, unless mutually agreed upon in writing, to the requesting County Department Representative.

The Contract shall invoice for this service using a combination of labor rates and/or equipment services (e.g. crane truck, tripod) outlined on the Bid Response Form. A service ticket detailing the hours worked shall be submitted with the invoice for payment.

9. **LOT B - SEPTIC SYSTEMS**

- A. The Contractor shall provide as-needed pump-outs of septic tanks upon request of the County per all the requirements of the Florida Department of Health (FDOH) for septic system services.

- B. The Contractor shall secure any permits and/or dumping fees required for pumping operations
- C. The Contractor shall remove all waste from the septic system using the appropriate equipment and restore the site to its original grade and appearance.
- D. The Contractor shall properly dispose of all septic waste material at an approved location per Florida Health Department regulations.
- E. An FDOH approved Waste Disposal Manifest shall be attached to the invoice when submitted to the County for payment. Invoices submitted without this form shall be rejected.
- F. All costs for septic tank pump-out shall be based on the well capacity of the septic tank station per LOT B - Bid Response Form. The unit prices on the Bid Response Form are inclusive of all costs to comply with the FDOH's regulations, including but not limited to, required equipment, labor, transportation, disposal fees, and the Contractor's overhead cost.

10. EQUIPMENT REQUIREMENTS

- A. The Contractor shall have all required reference materials, proper tools, and equipment to perform all services required by this contract within the time limits specified throughout the contract. Required equipment shall include the following list and any tools and equipment needed to perform the service.
 - Pump Truck
 - Vactor Truck
 - Crane Truck
 - Tripods
 - Portable Jetter
- B. The Contractor shall maintain an adequate fleet of vehicles to ensure continuous service in the event of vehicle failure.
- C. Trucks shall be capable of loading materials with their pumps and, if required, snaking out the waste lines to ensure the system is operating properly.
- D. The equipment to be utilized in servicing this contract shall be properly licensed and must meet all applicable codes.
- E. Equipment operators shall possess and maintain all appropriate licenses and certifications to operate the equipment.
- F. The County reserves the right to inspect all equipment to be used at worksites before any work is performed.
- G. Equipment services (pump truck service, vactor truck service, and crane truck service) per the Bid Response Form shall include the cost of the truck and labor for the

specified hours. Any additional labor shall be per labor hours on the Bid Response Form.

11. ON-CALL AND REPAIR SERVICE REQUESTS

A. Emergency Service Procedure

- 1) The Contractor shall provide emergency service as requested twenty-four (24) hours per day, seven (7) days per week to include all holidays. The Contractor shall be required to arrive on the site of the emergency within (1) hour after notification (unless otherwise specified) by the County.
- 2) Emergency repairs shall be corrected immediately, with verbal authorization (Emergency Field Directive). Emergency Field Directives by a Service Coordinator should not exceed \$2,000 for repairs. If in the Contractor's professional opinion, the emergency repair will exceed \$2,000, the Contractor shall notify the Service Coordinator to gain approval to proceed.
- 3) The Contractor shall notify the Service Coordinator if all repairs cannot be completed within the same visit and perform any repairs to alleviate the emergency where possible.
- 4) The Contractor shall be required to submit an itemized invoice to the service requestor within twenty-four (24) hours of the initial emergency notification if work is complete. If work is not complete, the Contractor shall submit a quote inclusive of work already completed and any additional resources needed to complete the work. Either an invoice or quote must be received by the County within twenty-four (24) hours. If the emergency occurred on a day or at a time when the County Department is closed (usually during the weekends or a holiday), the Contractor shall submit the required document(s) before the close of business on the next business day. The Contractor's failure to adhere to this requirement may lead to payment delays or non-payment.
- 5) Emergency compensation shall only apply to the initial emergency response. Follow-up visits to complete work do not qualify as an emergency. The invoice for emergencies and supporting documents requirements shall be the same as it is for non-emergencies services as specified below.

B. Non-Emergency Services Procedure

- 1) For non-emergency services, including repairs discovered during the schedule maintenance pump-out and inspections, the Contractor shall provide a reasonably estimated "not to exceed" itemized quote to the Service Coordinator within forty-eight (48) hours, or two (2) business days of the discovery or notification from the County.
- 2) If a site visit is required to assess the extent of the service requirements, the Contractor shall respond by visiting the worksite within twenty-four (24) hours after notification (unless otherwise mutually agreed upon by the Service Coordinator and Contractor). The timeframe between the County's notification and the County's receipt of the quote, shall not exceed three (3) business days (unless

otherwise mutually agreed upon by the Service Coordinator and Contractor in writing).

- 3) The quote shall be inclusive of the following elements:
 - a. Scope - clear description of the work to be performed
 - b. The timeframe in the number of calendar days to complete the work from the County's receipt of the delivery order.
 - c. Estimated hourly quantity for labor
 - d. Unit price per hour according to the Bid Response Form and labor totals
 - e. The estimated cost of parts (inclusive of mark-up) per the format of the Bid Response Form.
 - f. Taxes and any other approved charges as a separate line item based on the estimated cost of parts and materials.

No increases will be permitted unless unforeseen circumstances arise and the increase is approved by the County in writing.

- 4) The Contractor shall not begin work until the Service Coordinator has accepted the quote, the Contractor has received the County issued Delivery Order and the Service Coordinator has given the Contractor expressed authorization to start with the work.
- 5) The County reserves the right to enter into negotiations with the Contractor whenever it deems that negotiations will be in the best interest of the County. These negotiations may increase or decrease the original scope of work. Upon completion of negotiations, a new quote shall be prepared by the Contractor and submitted to the Service Coordinator for approval. Upon approval, the County shall issue a Delivery Order for the work or a change order if work is already in progress.
- 6) The Contractor shall submit an itemized invoice for services performed along with all supporting documents within thirty (30) calendar days of work completion unless otherwise stated herein.

C. Change Orders

- 1) The Delivery Order total price and terms can only be changed by a written Change Order issued by the County. The Contractor shall notify the County as soon as an unforeseen condition is apparent. The Contractor shall not proceed without the County's authorization. The Contractor's failure to adhere to this requirement may lead to partial or non-payment for any additional work.
- 2) If the condition will change the scope of the previously accepted quote, including labor type and quantity and/or parts and materials needed for successful completion, the Contractor shall provide a revised quote to the County. The revised quote shall include a clear description of the unforeseen condition that was encountered and justification for changes to quoted scope and affected elements of the quote. Upon acceptance of the revised quote, the County shall issue a change order to the current Delivery Order.
- 3) Any claim for an increase in the Delivery Order price shall be in writing and

delivered to the Service Coordinator within two (2) workdays of the occurrence of the event giving rise to the claim. All claims for price adjustment shall be evaluated and approved by the Service Coordinator or the Contract Administrator.

- 4) No claim for an adjustment to the Delivery Order price or contract amount will be considered for unforeseeable causes that were the fault of or because of negligence on the part of the Contractor, subcontractor, or supplier. This restriction does not restrict the submission of claims for additional completion time due to events of this nature.

12. TECHNICAL REQUIREMENTS

A. Labor/Service Tickets

- 1) The Contractor shall provide all labor necessary for performing services under this contract. The Contractor shall be required to submit a service ticket as documentation of service performed and labor categories and quantities.
- 2) A separate service ticket shall be completed and submitted to the County for each workday.
- 3) Service tickets shall be legible and summarize all repairs performed for that day. Minimum information on each ticket shall include:
 - a. summary of work performed
 - b. location of work
 - c. date of service
 - d. technician's name (each technician)
 - e. start time and end time for each technician
 - f. total hours for each technician and total combined hours for the day by labor category
 - g. signature of the County's Service Coordinator or other designated County's Service Coordinator as an acknowledgment, not acceptance, of service performance.
- 4) Chargeable daily labor hours for repairs start at the Contractors arrival at the worksite and end when work is complete for that day. Time away from the work site for any reason (breaks, lunch, and parts pick-up) shall be excluded from chargeable labor hours. Labor hours shall be rounded to the nearest thirty (30) minutes.

B. Materials/Parts

- 1) All materials shall be purchased from a legally established supplier that is registered and approved to conduct business following all Federal and local regulations, codes, statutes, and per the Authority Having Jurisdiction (AHJ). The Contractor's suppliers shall have no direct or indirect affiliation with the Contractor and shall pose no conflict of interest.
- 5) The Contractor shall be allowed a maximum mark-up of up to ten percent (10%) on material's cost and shall indicate no more than a 10% mark-up on the

Bid Response Form. The Contractor shall be reimbursed for the cost of material purchased and used in the repair of County equipment plus/minus the mark-up/mark-down per the Bid Response Form.

- 6) All materials must be new and of good quality in the repair or replacement of any inoperative or damaged components. Defective components should always be replaced with the Original Equipment Manufacturers (OEM) parts. Any substitutions to OEM parts must be authorized by County in writing.
- 2) All materials used shall be manufactured and supplied by a company acceptable to the County. Material quality shall be of commercial grade or as specified in the Scope for each project. The County reserves the right to furnish materials/parts to the Contractor and set the standard of quality for materials for a given job.
- 3) To qualify for reimbursement of parts, the Contractor shall be required to provide the manufacturer's original part name, part numbers, and description of the part on the Contractor's invoice or supporting documents to support the invoiced total material cost.
- 4) The Contractor shall notify the Service Coordinator if a part is on back-order or is obsolete as soon as it is apparent and/or any other unforeseen events that may cause the work to be delayed. A timeframe for parts arrival and work completion shall be provided at the time of notification.
- 5) The Contractor shall provide a minimum of one (1) year warranty for all parts and installation labor from project acceptance. If the acceptance date cannot be determined, the warranty will commence on the date payment for the work was issued to the Contractor.
- 6) The Contractor shall provide copies of the manufacturer's warranty for materials purchased under this contract. The Contractor shall ensure that all warranties and guarantees are passed through to Orange County to all extents possible. The Contractor shall be responsible for all warranty communications and coordination with the suppliers and manufacturers for materials purchased by the Contractor and used under this contract for the duration of the contract. There shall be no additional compensation to the Contractor for this service.
- 7) When responding to a service call, the Contractor shall ensure that service vehicles are, at minimum, equipped with standard tools, equipment, parts, and consumables so that service can be accomplished without returning to the shop or breaks for material purchases. For scheduled services, the Contractor shall arrive at the worksite with all materials needed to complete the repair. The Contractor will not receive compensation for time spent gathering materials under any circumstances. Breaks for this purpose must be excluded from billable labor hours to the County.
- 8) The Contractor shall provide supporting price documents for materials purchased and used for repairs required by the County. Support documents may include third-party receipts and/or invoices, and supplier or manufacturers'

price lists. The County reserves the right to specify which of the previous documents is acceptable on a case-by-case basis.

- 9) The Contractor shall be responsible for the shipping charges, delivery, handling, and storage charges for the material needed for the job unless otherwise approved by the County in writing. No additional charges will be accepted by the County for the required delivery, handling, and on-site storage of materials needed for the job. This shall include fencing or other equipment needed to secure contract materials.
- 10) Materials shall remain the property and responsibility of the Contractor until they are incorporated into the work and the work is accepted by the County.
- 11) There shall be no additional reimbursement to the Contractor for consumable supplies. The Contractor shall not include consumables on invoices to the County. The Contractor shall account for these items in the unit prices on the Bid Response Form. Consumable supplies are defined as those commonly used supplies that are consumed during the performance of work. Consumable supplies include, but are not limited to, items such as seal tape, washers, solder, sealants, connectors, cable ties, etc.

C. Permits and Re-Inspections

- 1) The Contractor shall be responsible for acquiring all required permits and inspections for services required under this contract. Permits shall be reimbursed at cost per the Bid Response Form. The Contractor's failure to obtain a permit for work requiring a permit may result in the County's refusal to pay for the work.
- 2) All costs for the process of obtaining permits and performing the inspections shall be considered overhead charges. There shall be no additional compensation to the Contractor for time and travel.
- 3) The Contractor shall ensure that work is complete before a permit inspection. The County shall not reimburse for duplicate permit inspections based on the Contractor's negligence or non-performance (failure to adhere to this or any requirements under this contract).

D. Unforeseen Charges

The County shall reimburse the Contractor for approved unforeseen charges. These charges shall be reimbursed at cost, with a proper invoice from a third party. Reimbursable unforeseen costs may include but are not limited to: cost for express shipping as requested by the County, and tax payable on parts used in County-owned equipment. The Contractor shall obtain prior approval written from the County for all non-listed unforeseen charges.

E. Subcontractors

- 1) The Contractor shall notify the County Service Coordinator in writing of any subcontractors that are scheduled to perform services. Subcontractors shall be

pre-approved by the County and qualified and insured to perform the work subcontracted.

- 2) Ancillary services may be subcontracted with County approved subcontractor's insurance and prior written approval from the County. The Contractor shall be reimbursed for these services at cost with proper approval, invoice, and backup documentation from a third-party service provider. At-cost reimbursement is allowable only for services that are not specific to this scope of services but are necessary for repair/project completion.

F. Equipment

Contractor shall provide a list of technicians available to perform the work for both lots, inclusive of the technician's name, title, and years of experience performing similar work. This list shall be provided to Orange County no more than ten (10) days after Notice of Award.

Contractor shall list and describe equipment and facilities available to perform the work. Trucks listed shall include the make, model, and gallon capacity. Equipment listing shall include:

- Pump/Tanker Trucks
- Vacuum/Vactor Trucks
- Chain Truck (Flatbed and Crane)
- Tripod with Winch
- Portable Jetter Unit

13. INVOICING REQUIREMENTS

- A. Upon delivery and acceptance of service, associated costs shall be submitted by invoice to the appropriate County department per the Special Terms and Conditions. The Contractor shall reference the contract number and the appropriate purchase or delivery order number on all invoices.
- B. The Contractor shall submit the final invoice for services completed within thirty (30) calendar days of completing the work.
 - Correct Delivery Order number
 - Location of the work
 - Start and ending date and time of the work
 - Description of work performed
 - Total labor categorized per the Bid Response Form and rounded to the nearest (30) minutes
 - Itemized list of materials used according to the original manufacturer's part name and part number (for repairs only).
 - Unit price and quantity shall be provided on the invoice for each part
 - Applicable sales tax for materials purchased should be listed separately
 - Markdown/mark-ups for material shall be listed as a line item on the invoice.
 - Approved shipping charges shall be listed separately
 - Permit (if applicable)

- Invoice total
- C. Proof of purchase for all reimbursable expenses must be submitted with the invoice showing the actual cost for all reimbursable expenses by the County, including but not limited to, parts, sales tax, permits, etc.
- D. Repairs and services using material and labor, the Contractor shall provide a separate service ticket for each workday with start and ending time as verification of actual labor spent on the project daily.
- E. All invoices for pumping services (pump out of grease traps/interceptors, lift stations, and septic tanks) must be accompanied by the appropriate waste disposal manifest.
- F. The Contractor shall not combine charges for multiple Delivery Orders on the same invoice. Each Delivery Order must be invoiced separately.
- G. The County will review invoices for the required information. The County will have the authority to reject invoices based on improper invoice format and lack of supporting documents.
- H. The Contractor shall not invoice the County for any work not accepted by the County. Should the County receive such invoices, they will be rejected.
- I. Unless otherwise authorized by the corresponding department in writing, delivery of invoices and backup documentation via e-mail and/or fax is not allowed under this contract. All invoices shall be mailed or hand-delivered to the appropriate Department as referenced as the "Invoice To:" location and on the Delivery Order.
- J. The Contractor shall submit monthly statements of unpaid invoices to each department ordering services under this contract. The Contractor shall not combine statements for different Departments utilizing this contract.

At a minimum, the statement shall contain the following information:

- Statement date
- Invoice numbers
- Invoice dates
- Invoice total or unpaid balance if different from the invoice total
- Delivery order number corresponding to each invoice listed
- Balance carry forward
- Cumulative outstanding balance

Statements shall be sent to the corresponding Department, fiscal department, and the Contract Administrator by the 15th day of each month for service performed in the prior month and upon request by the County.

**SCOPE OF SERVICES
SUPPLEMENTAL INFORMATION**

1. SECURITY AND IDENTIFICATION

- A. The Contractor shall, at its expense, perform annual local, state and federal background and reference checks, including criminal background checks, on all prospective/current employees to be assigned to Orange County Government, for every county of residence, domestic or foreign, of prospective employees for the past 7 years. Such checks shall include any convictions involving any violent crime or crimes against children, any crime involving theft, possession, receipt of stolen property or sale/use or possession of illegal drugs. All prospective employees shall also be required to have passed a 5-panel drug screening. The 5-panel drug screening shall include THC, Opioids, Amphetamines, Methamphetamines, and Cocaine.
- B. The Contractor agrees not to refer or place at Orange County Government any individual having such a criminal record during the 7-year period preceding placement at Orange County Government, unless Orange County Government specifically agrees. Orange County Government reserves the right to have Contractor remove any employee from placement at Orange County Government if such individual is arrested, charged or convicted of such crimes while placed at Orange County Government or has determined to falsify their application to conceal their information in anyway. Orange County reserves the right to request to inspect the background and/or drug screening results to ensure compliance with contractual provisions.

2. ORANGE COUNTY FACILITIES MANAGEMENT

- A. Background checks and security clearance requirements shall be based on the security requirements for each facility. The Contractor shall perform background checks at the Contractor's expense and on the Contractor's time, including any security clearance and training required by the Division of Criminal Justice Information Services (CJIS). Background check/security clearance documents must be submitted to the County for determining whether the employee is allowed to work in a particular facility.
- B. For locations requiring Criminal Justice Information Services (CJIS) compliance, the Contractor's staff shall be required to complete national fingerprint-based background checks, security awareness training, and sign statements to confirm an understanding of CJI data and the laws mandating the protection of this data. CJIS is currently mandatory for all Clerk of Courts, State Attorney, and law enforcement facilities, including but not limited to:
- Orange County Courthouse Complex (All Buildings)
 - 33rd St / Orange County Corrections Complex (All buildings)
 - Juvenile Justice Center
 - Apopka Service Center
 - Ocoee Service Center

- Winter Park Service Center
- Sheriff's Central Operations Complex
- Sheriff's Sector I, II, III, IV, and V
- Sheriff's SWAT
- Sheriff's Special Investigation
- Sheriff's Evidence
- Sheriff Law Enforcement Vehicle Operations (LEVO)
- Fire Rescue Headquarters

For more details concerning CJIS compliance requirements, visit the following links:

<http://www.ocfl.net/JailInmateServices/CJISCompliance.aspx>
<http://www.fdle.state.fl.us/criminal-history-records/obtaining-criminal-history-information.aspx>

- C. Contractors are responsible for contacting the following personnel and obtaining any necessary forms for background checks at a minimum of three (3) weeks in advance:
1. For all Contractor's staff that will be working at the Courthouse Complex - request forms from the Facilities Management Downtown District via e-mail from Lisa.Brown@ocfl.net.
 2. For all Contractor's staff that will be working at the Juvenile Justice Center, - request forms from the Facilities Management Downtown District via e-mail from Monica.Prickett@ocfl.net.
 3. For all Contractor's staff that will be working at the Sheriff's Central Complex or any other Sheriff related facility - request forms from the Facilities Management Special Services District via e-mail from Bruce.Heffelbower@ocfl.net.
 4. For all Contractor's staff that will be working at Corrections or a Correction related facility (except for Corrections Support, Cassidy, and the Sheriff's Section IV buildings) - request forms via e-mail from Willie.Bush@ocfl.net and Sophon.Viravong@ocfl.net.
 5. For all Contractor's staff that will be working at other Orange County Facilities Management facilities. Contact Bruce.Heffelbower@ocfl.net for specifics before completing the check.
 6. For all Fire Rescue Facilities – Contact Phillip Francom Phillip.Francom@ocfl.net
- D. Unless otherwise notified by the respective County background check representative above or the Contract Administrator, only background checks conducted through the F.D.L.E. website noted above shall be accepted. All costs for background checks and security clearances are the responsibility of the Contractor.

- E. For security purposes and to maintain privacy when submitting Background Checks via e-mail the subject line of the email must contain the following:
EXEMPT
- F. Due to the time required to process background checks, the Contractor should allow 2-3 weeks turn-around time.
- G. Each County Representative will inform the contractor of their Background Check results. The employee shall not begin work unless the results are provided to the respective County Representative and confirmation provided to the Contractor by the County that the employee has met the requirements.

3. COUNTY-ISSUED I.D. BADGE (if applicable)

- A. Upon Background Check approval, the Contractor's staff shall go to the Orange County Human Resources office located at 450 E. South St., Orlando, FL 32801 with an Affidavit of Identity form (issued by Contractor, sample form in contract documents) and a State of Florida I.D. or Driver's License to obtain their Orange County photo I.D. badge.
- B. Upon issuance of the County-issued I.D., the Contractor shall provide a clean photocopy of the ID badge to the Support Specialist. The employee name, photograph, and I.D. badge numbers shall be clearly visible on the photocopy provided.
- C. Badge access to County buildings are not automatic, badge access must be coordinated through the County's Support Specialist or Department Representative. Badge shall only be used for access to authorized sites.
- D. At any time during the life of the contract, the County issued ID badged may be inventoried by the authorizing user Department Representative. The Contractor will be advised of any missing ID badges. If any ID Cards are missing, the Contractor may be charged a \$25.00 fee per each missing ID badge. The County reserves the right to charge and collect this fee at any time during the contract when it is determined by the County that and County issued ID badge is missing.
- E. Upon termination or transfer of any employee of the Contractor working under this contract, the Contractor shall immediately notify the County's Contract Administrator, in writing, of such termination or transfer and return said employee's Orange County photo I.D. badge to the Support Specialist or Contract Administrator within twenty-four (24) hours, unless otherwise directed.
- F. The Contractor shall report the arrest of any employee working under the terms of this contract to the Contractor Administrator within twenty-four (24) hours of the arrest or knowledge of the arrest. It shall be subject to the approval of the County whether the employee shall continue to work at County locations within this contract.

4. **SPECIAL CONDITIONS FOR WORKING AT THE CORRECTIONS COMPLEX**

The following are specific conditions and rules that must be followed while providing services at the Corrections Complex.

- A. All contractor employees that are expected to perform work at the Correction Complex shall carry a valid ID at all times.

The Contractor shall provide a list of all employees that will be working inside any jail. A full criminal history shall be run on each employee by the Corrections Department. No Contractor employee will be allowed to work inside any jail if they are on active probation, home confinement, parole or have been arrested within the last five (5) years or have been arrested for any crime involving violence, drugs, or theft. The Contractor employee list shall include:

1. Employee's Full name
2. Employee's date of birth
3. Employee's Race/Sex
4. Employee's Social Security Number
5. Employee's Driver's License number

- B. Only authorized employees of the Contractor shall be allowed to work at Corrections. WORK RELEASE INMATES ARE NOT AUTHORIZED TO WORK ON ANY JAIL PROJECT.
- C. Contractor's employee shall wear their Contractor-issued ID on the collar of their shirt at all times while on the Corrections compound. This ID will be issued to each Contractor employee at the North perimeter building and will only be given upon surrendering a valid personal ID.
- D. If an ID is lost, the Contractor's employee shall report it immediately to their escort officer.
- E. In the event of an emergency, the Contractor's employee shall report it to the nearest Corrections staff member. They will contact 911.
- F. The Contractor's employees shall follow the direction of the escort officer at all times.
- G. The Contractor's employees shall not bring tobacco or tobacco products inside any jail or on top of any roof or within any jail fence line.
- H. The Contractor's employees shall not bring or wear hats or sunglasses inside any facility.
- I. The Contractor's employees shall not bring any cell phones inside the facility unless authorized by Corrections.
- J. Contractor vehicles shall have the windows rolled up and be locked at all times and parked in only pre-authorized areas.

- K. The Contractor shall ensure that during breaks, if a Contractor's employee leaves an area, all tools must be removed.
- L. All Contractor tools will be inventoried going into and out of a facility. The Contractor shall allow a minimum of sixty (60) minutes for completion of check-in procedures. There shall be no additional compensation to the Contractor for check-in/out wait time. The contractor shall ensure that employees take in only what is needed to perform the services.
- M. At the end of each workday, the Contractor shall ensure that all tools and debris are collected. The Contractor shall inspect all areas to ensure all tools are accounted for.
- N. No illegal drugs or drug paraphernalia are allowed in the compound.
- O. No weapons, guns or ammunition are allowed in the compound.
- P. The Contractor shall ensure that no inmate interaction occurs. The Contractor's employees shall not talk to or give or receive anything from an inmate, including cigarettes.
- Q. The Contractor shall only use storage areas approved at the beginning of the project unless otherwise permitted during a project by Corrections.
- R. The Contractor shall not leave clothing unattended, including hats and sunglasses.

5. ORANGE COUNTY HOLIDAYS

Legal holidays when most County buildings will be closed to the public, are as follows:

1. New Year's Day
2. Martin Luther King Day
3. Memorial Day
4. Fourth of July
5. Labor Day
6. Thanksgiving Day and the Friday after Thanksgiving Day
7. Christmas Eve and Christmas Day

In addition to Orange County Holidays, the Ninth Judicial Circuit Court and the Clerk of Court also observe the following:

1. Good Friday
2. Rosh Hashanah
3. Yom Kippur
4. Veterans Day

SECTION 4
BID SUBMISSION REQUIREMENTS AND DOCUMENTATION

IMPORTANT NOTE:

Modification or alteration of the documents contained in this solicitation or the contract resulting from this solicitation **shall only be made upon receipt of prior written consent of the County.**

(See: General Terms and Conditions, Article 2, Questions Regarding this Solicitation)

Bidders are cautioned, when completing your bid, do not attach any forms which may contain deviations from the County's scope of services/specification, terms and conditions or fee schedule as these may conflict with those listed in the County's bid documents(s). Unauthorized modifications or alterations and/or inclusion of additional terms and conditions such as those which may be on your company's standard forms shall result in your bid being declared non-responsive as these changes will be considered a counteroffer to the County's bid.

QUALIFICATION OF BIDDERS

BID PACKAGE REQUIREMENTS:

This bid will be awarded to a responsible, responsive bidder, qualified by experience to provide the work specified. Failure to submit the below requested information may be cause for rejection of your bid.

The determination on whether a bidder is responsible or not shall be at the sole discretion of the County. Although the County may request the submission of a minimum number of contracts similar to the requirements of this solicitation with certain minimum dimensions, quantities, dollar values, etc., the County's determination of a bidder's responsibility shall not be solely based on the number of similar procurements the bidder provides but the entirety of the bidder's qualifications.

The Bidder shall submit the following information with the bid. It is recommended to use the list below as a checklist for your bid submittal:

[] **1. Reference Documentation Form
(Required)**

For each lot, Bidder shall provide a minimum of three (3) commercial references from different companies or municipalities. Multiple contacts from the same company and/or under the same contract shall be considered as one reference. Bidder may provide additional references by copying the reference sheets provided in the bid documents. Complete the attached Reference Documentation Form with a brief description of similar work satisfactorily completed that shall include location, dates of contract, names, addresses and telephone numbers of owners, the name, position and telephone number of a contact person, size and description of the units/building's services, and how long your company has serviced the customer.

References shall be for work **substantially similar in scope and magnitude** satisfactorily completed and shall validate the following capabilities and experience:

LOT A

- A. At least two references shall be available to verify that the bidder has performed lift station inspection and pump out for lift stations with wet well capacity above 2,000 gallons.
- B. At least one reference shall be available to verify that the contractor has performed repairs to lift station pumps.
- C. A least one reference shall have used the contractor's services consecutively for two (2) years.

LOT B

- A. At least two references shall be available to verify that the bidder has performed septic tank pumps out for tanks with wet well capacity above 2,000 gallons.
- B. A least one reference shall have used the contractor's services consecutively for two (2) years.

- 2. Bidders shall submit proof, in the form of a business tax receipt that demonstrates that the company has been in business for a minimum of five (5) consecutive years providing similar services applicable to the lot they are bidding on.
(Required)
- 3. Bidder shall provide a written statement on its letterhead affirming the firm has adequate experience, staff, resources, facilities and equipment, required to successfully perform the work in accordance scope of services herein.
(Required)
- 4. Copies of licenses
(Required)

LOT A - Grease Traps and Lift Station

(Required)

- a. Bidder shall provide proof from the Utilities Department, Environmental Compliance Section, that they are registered and are authorized to perform services in Orange County.
- b. Bidder shall provide a copy of a valid Certified Plumbing Contractor's license from the State of Florida.

LOT B – Septic Tanks Pump-Out

(Required)

- a. Bidder shall provide proof from the Florida Department of Health that they are currently registered with the State—and authorized to perform these services.
- 5. Bid Response Form
(Required)
- 6. Acknowledgement of Addenda
(Required if Applicable)
- 7. Authorized Signatories/Negotiators
(Required)
- 8. Drug-Free Workplace
(Required)

- [] 9. Schedule of Sub-contracting
(Required if Applicable)
- [] 10. Conflict/Non-Conflict of Interest Form
(Required)
- [] 11. E-Verification Certification
(Required)
- [] 12. Current W9
(Required)
- [] 13. Relationship Disclosure Form
(Required to be Submitted and Notarized)
- [] 14. Orange County Specific Project Expenditure Report.
(Required to be Submitted and Notarized)
- [] 15. Agent Authorization Form
(Submit if Applicable)
- [] 16. Leased Employee Affidavit
(Submit if Applicable)
- [] 17. Information for determining Joint Venture Eligibility (if Applicable)
(Submit if Applicable)
- [] 18. Contract Y23-103 Counterpart (1), signed without exception to terms and conditions. Counteroffers shall not be allowed.
(Required)

Failure to submit the above requested information may be cause for rejection of your bid.

STATEMENT OF NO-BID

The Procurement Division is committed to continuously improve its processes and our goal is to receive maximum participation from the vendor community. If your firm chooses not to participate in responding to this solicitation please email Megan.Miller@ocfl.net, referencing the IFB number, and briefly explain why the decision was made to not participate.

**BID RESPONSE FORM
IFB #Y23-103-MM**

The Contractor shall provide all labor and other resources necessary to provide the goods and/or equipment in strict accordance with the specifications defined in this solicitation for the amounts specified in this Bid Response Form, inclusive of overhead, profit and any other costs.

| <u>LOT-A - GREASE TRAP/ INTERCEPTORS</u> | | | | | | |
|---|--|-----------------------------------|---|-------------------------------|---|-------------------------------|
| | Description | Estimated Annual Frequency | | Unit Price per Service | | Estimated Annual Total |
| 1 | Pump & Inspection - Up to 50 Gal. Capacity | 28 | x | \$ _____ ea | = | \$ _____ |
| 2 | Pump & Inspection - 51 to 250 Gal. Capacity | 4 | x | \$ _____ ea | = | \$ _____ |
| 3 | Pump & Inspection - 251 to 750 Gal. Capacity | 28 | x | \$ _____ ea | = | \$ _____ |
| 4 | Pump & Inspection - 751 to 1,000 Gal. Capacity | 16 | x | \$ _____ ea | = | \$ _____ |
| 5 | Pump & Inspection - 1,001 to 1,500 Gal. Capacity | 8 | x | \$ _____ ea | = | \$ _____ |
| 6 | Pump & Inspection - 1,501 to 2,000 Gal. Capacity | 4 | x | \$ _____ ea | = | \$ _____ |
| 7 | Pump & Inspection - 2,001 to 2,500 Gal. Capacity | 4 | x | \$ _____ ea | = | \$ _____ |
| 8 | Correction's Department - Grease Trap/Interceptor - 6,000 Gal. Capacity | 8 | x | \$ _____ ea | = | \$ _____ |
| 9 | Correction's Department - Grease Trap/Interceptor - 11,000 Gal. Capacity | 8 | x | \$ _____ ea | = | \$ _____ |
| <u>LOT-A LIFT STATIONS</u> | | | | | | |
| | Description | Estimated Annual Frequency | | Unit Price per Service | | Estimated Annual Total |
| 10 | Cleaning & Inspections - Single Pump | 4 | x | \$ _____ ea | = | \$ _____ |
| 11 | Cleaning & Inspections - Dual Pump | 4 | x | \$ _____ ea | = | \$ _____ |
| 12 | Pump-out - up to 1,050 Gal. Capacity | 156 | x | \$ _____ ea | = | \$ _____ |
| 13 | Pump-out - 1,051 to 2,000 Gal. Capacity | 40 | x | \$ _____ ea | = | \$ _____ |
| 14 | Pump-out - 2,001 to 3000 Gal. Capacity | 40 | x | \$ _____ ea | = | \$ _____ |
| 15 | Pump-out - 3,001 to 4,000 Gal. Capacity | 8 | x | \$ _____ ea | = | \$ _____ |

| LOT-A LIFT STATIONS (Continued) | | | | | | |
|--|--|-----------------------------------|---|-------------------------------|---|-------------------------------|
| | Description | Estimated Annual Frequency | | Unit Price per Service | | Estimated Annual Total |
| 16 | Pump-out - 4,001 to 5,000 Gal. Capacity | 4 | x | \$ _____ ea | = | \$ _____ |
| 17 | Lift Station Pump-out - 5,001 to 6,000 Gal. Capacity | 4 | x | \$ _____ ea | = | \$ _____ |
| 18 | Corrections - Lift Station Cleaning & Inspection | 8 | x | \$ _____ ea | = | \$ _____ |
| 19 | Correction's Department Lift Station Pump-out - 2,820 Gal. Capacity | 24 | x | \$ _____ ea | = | \$ _____ |
| 20 | Correction's Department Lift Station Pump-out -15,000 Gal. Capacity | 24 | x | \$ _____ ea | = | \$ _____ |
| 21 | Courthouse - Lift Station Cleaning & Inspection | 16 | x | \$ _____ ea | = | \$ _____ |
| 22 | Courthouse Bldg. A - Lift Station Pump-out – 735 Gal. Capacity | 4 | x | \$ _____ ea | = | \$ _____ |
| 23 | Courthouse Bldg. B - Lift Station Pump-out – 1,029 Gal. Capacity | 4 | x | \$ _____ ea | = | \$ _____ |
| 24 | Courthouse Bldg. CEP - Lift Station Pump-out – 1,029 Gal. Capacity | 4 | x | \$ _____ ea | = | \$ _____ |
| 25 | Courthouse Bldg. C - Lift Station Pump-out – 1,176 Gal. Capacity | 4 | x | \$ _____ ea | = | \$ _____ |
| LOT-A ADDITIONAL SERVICES | | | | | | |
| | Description | Estimated Annual Frequency | | Unit Price | | Estimated Annual Total |
| 26 | On-Call Labor - Standard Hours | 250 | x | \$ _____ /hr | = | \$ _____ |
| 27 | On-Call Labor - Non-standard Hours | 150 | x | \$ _____ /hr | = | \$ _____ |
| 28 | Emergency Response - One-Hour Arrival Time (24 hours/7-days per week | 150 | x | \$ _____ /hr | = | \$ _____ |
| 29 | Confined Space Entry | 25 | x | \$ _____ /hr | = | \$ _____ |
| 30 | Pump Truck Service | 25 | x | \$ _____ /hr | = | \$ _____ |
| 31 | Vactor Truck Service | 25 | x | \$ _____ /hr | = | \$ _____ |
| 32 | Crane Truck Service | 25 | x | \$ _____ /hr | = | \$ _____ |

| | Description | Estimated Annual Frequency | | Unit Price | Estimated Annual Total |
|---------------------------------|---|----------------------------|---|---|------------------------|
| 33 | <p>Parts + percentage mark-up for parts over actual cost Maximum allowance of 20% (3rd-party invoice (s) from supplier is required as proof of purchase).</p> <p><i>Calculate as follows: Example: If the mark-up is 10% your calculation should be \$100,000 + 10% = \$110,000 <u>OR</u> If the mark-down is 10% your calculation should be \$100,000 -10% = \$90,000</i></p> | \$100,000.00 | x | <p>_____ %</p> <p><input type="checkbox"/> Markup <input type="checkbox"/> Mark Down</p> | \$ _____ |
| 34 | Approved Unforeseen Charges at Cost (Shipping, Taxes etc) 3rd-party invoice(s) from supplier is required as proof of purchase). | | | | \$5,000.00 |
| 35 | Subcontractor Reimbursement at Cost | | | | \$10,000.00 |
| LOT-A TOTAL (Lines 1-35) | | | | | \$ _____ |

Company Name

LOT B – SEPTIC TANKS

| Item No. | Description | Estimated Annual Frequency | | Unit Price per Service | | Estimated Annual Total |
|---|---|----------------------------|---|------------------------|---|------------------------|
| 1 | Pump-out - up to 1,050 Gal. Capacity | 40 | x | \$ _____ ea | = | \$ _____ |
| 2 | Pump-out - 1,051 to 1,500 Gal. Capacity | 25 | x | \$ _____ ea | = | \$ _____ |
| 2 | Pump-out - 1,501 to 2,000 Gal. Capacity | 5 | x | \$ _____ ea | = | \$ _____ |
| 3 | Pump-out - 2,001 to 2,500 Gal. Capacity | 5 | x | \$ _____ ea | = | \$ _____ |
| 3 | Pump-out - 2,501 to 3000 Gal. Capacity | 5 | x | \$ _____ ea | = | \$ _____ |
| 4 | Pump-out - 3,001 to 4,000 Gal. Capacity | 5 | x | \$ _____ ea | = | \$ _____ |
| 5 | Pump-out - 4,001 to 5,000 Gal. Capacity | 5 | x | \$ _____ ea | = | \$ _____ |
| 6 | Pump-out - 5,001 to 6,000 Gal. Capacity | 5 | x | \$ _____ ea | = | \$ _____ |
| 7 | Emergency Trip Charge - One (1) Hour Response (24 hours/7-day per week) | 15 | x | \$ _____ ea | = | \$ _____ |
| LOT B – TOTAL (LINES 1-7) | | | | | | \$ _____ |
| TOTAL ESTIMATED ANNUAL BID, LOTS A & B | | | | | | \$ _____ |

Company Name

IMPORTANT NOTE: When completing your bid, do not attach any forms which may contain terms and conditions that conflict with those listed in the County’s bid documents(s). Inclusion of additional terms and conditions such as those which may be on your company’s standard forms shall result in your bid being declared non-responsive as these changes will be considered a counteroffer to the County’s bid.

Performance shall be not later than two (2) hours After Receipt of Order (ARO) per Special Terms and Conditions.

Inquiries regarding this Invitation for Bids may be directed to Megan Miller, Contracting Agent, at Megan.Miller@ocfl.net

ATTACHMENT A
LOT A - GREASE TRAPS AND INTERCEPTORS LISTING

| Asset | Description | Location Description |
|--------------------------|---|---|
| DOWNTOWN DISTRICT | | |
| 9027.01-GIR-001 | Grease Trap (30 Gallon) | Regional History Center - History Center Building 65 E Central Ave., Orlando, 32801 |
| 33RD ST. DISTRICT | | |
| 9097.01-GIR-001 | Grease Trap #1 (6,000 Gallon) | Corrections - Correctional Support (Staff Dining) 3723 Vision Blvd., Orlando 32839 |
| 9097.01-GIR-002 | Grease Trap #2 (6,000 Gallon) | Corrections - Correctional Support (Staff Dining) 3723 Vision Blvd., Orlando 32839 |
| 9097.51-GIR-001 | Grease Trap (Trap #1, 11,000 Gallon) | Corrections - New Kitchen and Laundry 3715 Vision Blvd., Orlando, 32839 |
| 9097.51-GIR-002 | Grease Trap (Trap #2, 11,000 Gallon) | Corrections - New Kitchen and Laundry 3715 Vision Blvd., Orlando, 32839 |
| CENTRAL DISTRICT | | |
| 0002.03-GIR-001 | Grease Trap 30 gallons interior | Cypress Grove Park - Kitchen/Restroom 290 W Holden Ave., Orlando, 32839 |
| 9225.02-GIR-001 | Grease Trap (750 Gallon) | CO-OP Ext. - Classroom Building 6021 S Conway Rd., Orlando, 32812 |
| 9043.07-GIR-001 | Grease Trap (1200 Gallon) | GOV Evans Dining Hall/Kitchen and Training Room 1768 E Michigan St., Orlando, 32806 |
| 9188.01-GIR-001 | Grease Trap (2500 Gallon) | Corrections Work Release Building 130 W Kaley St., Orlando, 32806 |
| EAST DISTRICT | | |
| 9011.05-GIR-001 | Grease Trap (10 Gallon) | Head Start - East Orange Community Center - Bldg. D 12050 E Colonial Dr., Orlando, 32826 |
| 9216.02-GIR-001 | Grease Trap (500 Gallon) | Downey Park - Concession Restroom 10107 Flowers Ave., Orlando, 32825 |
| 9647.02-GIR-001 | Oil Interceptor/Grease Trap (500 Gallon) | East Orange District Park 22023 E Colonial Dr., Christmas, 32709 |
| 9635-GIR-001 | Grease Interceptor/Grease Trap (800 Gallon) | Parcel J Park Restrooms located behind Fire Station #77 on Moss Park Rd, 11501 Moss Park Rd, Orlando, 32832 |
| WEST DISTRICT | | |
| 9377.01-GIR-001 | Grease Trap (25 gallons) | John Bridges Community Center - Building A 445 W 13th St., Apopka, 32703 |
| 9377.04-GIR-001 | Grease Trap (500 Gallon) | John Bridges Community Center - Building D- Administration 445 W 13th St., Apopka, 32703 |
| 0008.01-GIR-001 | Grease Trap (750 Gallon) | Willow Street Community Center – Office 6565 Willow St., Zellwood, 32798 |
| 9214.03-GIR-001 | Grease Trap (750 Gallon) | Clarcona Horseman's Park - Concession and Restroom 3535 Damon Rd., Apopka, 32703 |
| 9017.01-GIR-001 | Grease Trap (1000 Gallon) | Southwood Complex - Community Center Bldg. A Head Start Cafeteria, 6201 Brookgreen Ave., Orlando, 32839 |
| 9210.04-GIR-001 | Grease Trap (1000 Gallon) | Kelly Park - Life Guard Station Concession and Restroom 400 E Kelly Park Rd., Apopka, 32712 |
| 9408.01-GIR-001 | Grease Trap (1000 Gallon) | Hal Marston Complex - Head Start/Community Center 3933 WD Judge Dr., Orlando, 32808 |
| 0045.05-GIR-001 | Grease Trap (1250 Gallon) | Pine Hills - Multipurpose Building B 6400 Jennings Dr., Orlando, 32818 |

FIRE RESCUE DEPARTMENT

| Asset | Description | Location Description |
|-----------------|--------------------------|--|
| 9237.01-GIR-001 | Grease Trap (50 Gallon) | Fire Station 50 Holden Heights, 1415 29th St, Orlando, 32805 - Station House |
| 9240.01-GIR-001 | Grease Trap (50 Gallon) | Fire Station 53 1270 LaQuinta Dr., Orlando 32809 - Station House |
| 9255.01-GIR-001 | Grease Trap (50 Gallon) | Fire Station 63 2450 N. Goldenrod Rd, Orlando, 32807 - Station House |
| 9686.01-GIR-001 | Grease Trap (750 Gallon) | Fire Station 87, 2233 Crown Hill Blvd., Orlando, 32828 |
| 9627-GIR-001 | Grease Trap (750 Gallon) | Fire Station 67, 10679 University Blvd., Orlando, 32817 |

**ATTACHMENT B
LOT A – LIFT STATIONS LISTING**

| Asset | Location Description | Description |
|--------------------------|--|---|
| DOWNTOWN DISTRICT | | |
| 0020.01-LFS-001 | Courthouse Building A - Public Defender 435 N Orange Ave., Orlando, 32801 | Lift Station Pump Sewage Ejector SE-1 - LL01.09 735 Gal. |
| 0020.02-LFS-001 | Courthouse Building B - State Attorney 415 N Orange Ave., Orlando, 32801 | Lift Station Pump Sewage Ejector SE-2 - LL01.01 1029 Gal |
| 0020.04-LFS-001 | Courthouse Building E - Central Plant 76 E Amelia St., Orlando, 32801 | Lift Station Pump Sewage Ejector - Lower Level 1029 Gal |
| 0020.03-LFS-001 | Courthouse Building C – Tower 425 N Orange Ave., Orlando, 32801 | Lift Station Pump Sewage Ejector - LL02.19 1176 Gal |
| 33RD ST. DISTRICT | | |
| 9097.51-LFS-001 | Corrections - New Kitchen and Laundry 3715 Vision Blvd., Orlando, 32839 | Lift Station (2820 Gallon) – 2 Pumps |
| 9097.92-LFS-001 | Corrections - Site Mechanical Utilities (hydrants, etc.) 3723 Vision Blvd. Orlando, 32329 | Lift Station Sewage #3379 39Th Street (15,000 Gallon)– 3 Pumps |
| CENTRAL DISTRICT | | |
| 9342.07-LFS-001 | Public Works Complex - Building 7 Highway Maintenance, 4200 S John Young Pkwy., Orlando, 32839 | Lift Station #OCU 10579 750 Gallon West side behind truck wash |
| 0044.03-LFS-001 | Sheriff's Aircraft Maintenance Facility 3534 E Amelia St., Orlando, 32803 | Lift Station 940 Gallon |
| 9225.01-LFS-001 | CO-OP Ext. - Administrative Building 6021 S Conway Rd., Orlando, 32812 | Lift Station 940 Gallon OUC #10389 Sanitation North West Corner of Building |
| 9577.01-LFS-001 | 507 E. Michigan St. FKA Orlando United Assistance Center | Lift Station, 1200 Gallon |
| 0002.03-LFS-001 | Cypress Grove Park - Kitchen/Restroom 290 W Holden Ave., Orlando, 32839 | Lift Station, 3600 gal |
| EAST DISTRICT | | |
| 0043.03-LFS-001 | Sheriff Gun Range - East West Shooting Range Restroom, 14500 Wewahootee Rd., Orlando, 32832 | Lift Station, Not Monitored by OCU 371 Gal |
| 9222.04-LFS-001 | Blanchard Park - Restrooms new 2451 N Dean Rd., Orlando, 32817 | Lift Station Serves New Restroom only, Not Monitored by OCU 658 Gal |
| 9222-LFS-001 | Blanchard Park 2451 N Dean Rd., Orlando, 32817 | Lift Station Serves Park, OCU #3925 846 Gal |
| 9604.01-LFS-001-01 | Union Park Neighborhood Center for Families 9839 East Colonial Drive, Orlando, 32817 | Lift Station- Duplex- behind building (900 Gal) |
| 9614.01-LFS-001 | Deputy Brandon Coates Park Restrooms & Storage, 3815 Substation Rd. Orlando,32837 | Lift station (900 Gal) |
| 9026.01-LFS-001 | Taft Community Center – Office 9450 S Orange Ave., Orlando, 32834 | Lift Station, OCU #3796 960 Gal |
| 9611.01-LFS-001 | Three Points Highway Maintenance Facility Office, 4631 Young Pine Rd. Orlando 32829 | Lift station- duplex- front of facility (1100 Gal) |
| 9204.01-LFS-001 | Little Econ Soccer Complex - Staff Bldg. (Office) 8035 Yates Rd., Orlando, 32807 | Lift Station, OCU #10185 1470 Gal |

| Asset | Location Description | Description |
|--------------------------------|--|---|
| EAST DISTRICT continues | | |
| 0043.01-LFS-001 | Sheriff Gun Range - Admin Building 14500 Wewahootee Rd., Orlando, 32832 | Lift Station, OCU #10762 1617 Gal |
| 9216.04-LFS-001 | Downey Park - Restroom North 10107 Flowers Ave., Orlando, 32825 | Lift Station, OCU #10382 1911 Gal |
| 9558.01-LFS-001 | South Econ Community Park - Restroom 3850 S Econlockhatchee Trail, Orlando, 32829 | Lift Station, OCU #10388 2544 Gal |
| 9203.01-LFS-001 | Moss Park - Ranger Quarters 1 12901 Moss Park Rd., Orlando, 32832 | Lift Station #1- front of park (3000 Gal) |
| 9203.01-LFS-002 | Moss Park - Ranger Quarters 1 12901 Moss Park Rd., Orlando, 32832 | Lift Station #2- by campground (3000 Gal) |
| 9203.01-LFS-003 | Moss Park - Ranger Quarters 1 12901 Moss Park Rd., Orlando, 32832 | Lift Station #3- by boat ramp restroom (3000 Gal) |
| 0034.13-LFS-001 | Bear Creek Park - Maintenance Shop 1600 Bear Crossing Dr., Orlando, 32824 | Lift Station, OUC #3778 3392 Gal |
| WEST DISTRICT | | |
| 9210.02-LFS-001 | Kelly Park - Ranger Quarters 2, 400 E Kelly Park Rd., Apopka, 32712 | Lift Station, 70 gal, grinder pump station |
| 9212.02-LFS-001 | Magnolia Park, 2929 S Binion Rd., Apopka, 32703 | Lift Station, Office/Maintenance shop, 226 gallons |
| 9212.06-LFS-001 | Magnolia Park, 2929 S Binion Rd., Apopka, 32703 | Lift Station, small main side, 226 gallons |
| 9212.08-LFS-001 | Magnolia Park, 2929 S Binion Rd., Apopka, 32703 | Lift Station, boat ramp, 226 gallons |
| 9219.19-LFS-001 | Barnett Park-Restroom by football/multipurpose fields 4801 W Colonial Dr., Orlando, 32808 | Lift Station# PS11000, private, 402 gal |
| 0071.04-LFS-001 | West Orange Soccer Fields - Field Maint. Shop, 150 Windermere Rd., Winter Garden, 34787 | Lift Station- Field Maintenance Shop (rear of property), restroom, 5x6, 471 gallons |
| 9212.03-LFS-001 | Magnolia Park, 2929 S Binion Rd., Apopka, 32703 | Lift Station adjacent to Shop, 603 gallons |
| 9212.07-LFS-001 | Magnolia Park, 2929 S Binion Rd., Apopka, 32703 | Lift Station, lakeside, 703 gallons |
| 0071.01-LFS-001 | West Orange Soccer Fields - Concession and Restroom, 150 Windermere Rd., Winter Garden, 34787 | Lift Station- Concession and Restroom, 5X8 cylindrical, 707gallons |
| 9594-LFS-001 | Camp Joy, 5303 Baptist Camp Rd., Apopka, 32712 | Lift Station, 754 gallons |
| 9219.02-LFS-001 | Pine Hills Neighborhood Improvement (Barnett Park) 5303 Baptist Camp Rd., Apopka,32712 | Lift Station OUC #3884, 846 Gal |
| 9592.01-LFS-001 | Silver Star Community Magic Gym 2801 North Apopka Vineland, Orlando, 32818 | Lift Station OUC #10657, 848 Gal |
| 9003.01-LFS-001 | Apopka Service Center – Office 1111 N Rock Springs Rd., Apopka, 32712 | Lift Station OUC #3298 SW Corner Front of Building (1050gal) |
| 9377-LFS-001 | John Bridges Community Center Complex 445 W 13th St., Apopka, 32703 | Lift Station serves complex (1050 Gal) |
| 0069-LFS-001 | George Bailey Park 11974 Roberson Rd., Winter Garden, 34787 | Lift Station Serves Maintenance, Concession & Restrooms 2058 Gal |
| 9210-LFS-001 | Kelly Park, 400 E Kelly Park Rd., Apopka, 32712 | Lift Station Main at Park Entrance 2968 Gal |

| Asset | Location Description | Description |
|--------------------------------|--|---|
| WEST DISTRICT continues | | |
| 9571.01-LFS-001 | Dr. Phillips Park-Office/Rest Rooms 8249 Buenavista Woods Blvd Orlando, 32836 | Lift Station OUC #10513 4240 Gal |
| 9210-LFS-002 | Kelly Park, 400 E Kelly Park Rd., Apopka, 32712 | Lift Station by Concession & Restrooms, 2968 Gal |
| FIRE RESCUE DEPARTMENT | | |
| 9375.01-LFS-001 | Fire Station 41 Killarney - Station House, 4412 Fairview Ave, Orlando, 32804 | Lift Station 564 Gal |
| 9257.01-LFS-001 | Fire Station 56 S. International Drive - Station House, 13303 International Dr, Orlando, 32821 | Lift Station, OCU #F3074, 752 Gal |
| 9302.01-LFS-001 | Fire Station 83 Lake Underhill - Station House 11950 Lake Underhill Rd, Orlando, 32825 | Lift Station, OCU #3616, 752 Gal |
| 9249.01-LFS-001 | Fire Station 76 - Station House Narcoossee 11351 Narcoossee Rd, Orlando, 32832 | Lift Station, OCU #F3223, 846 Gal |
| 0028.01-LFS-001 | Fire Station 27 - Station House 2248 Novella Eliza Ln., Apopka, 32712 | Lift Station OUC #10030, 846 Gal |
| 9241.01-LFS-001 | Fire Station 54 Sea World - Station House 6500 Central Florida PY, Orlando, 32821 | Lift Station, OCU #3573, 940 Gal |
| 9232.01-LFS-001 | Fire Station 40 Lockhart - Station House 5570 Beggs Rd., Orlando, 32810 | Lift Station OUC #10576 940 Gal |
| 9237.01-LFS-001 | Fire Station 50 Holden Heights - Station House, 1415 29th St., Orlando,32805 | Lift Station 940 Gallon |
| 9247.01-LFS-001 | Fire Station 72 Conway - Station House 3705 S Conway Rd., Orlando, 32812 | Lift Station 940 Gallon OUC #3709 |
| 9374.01-LFS-001 | Fire Station 30 Orlo Vista - Station House 20 S Hastings St., Orlando,32835 | Lift Station 960 Gal |
| 9589.01-LFS-001 | Fire Station 35 Station House 7435 Winter Garden Vineland Rd., Windermere, 34786 | Lift Station OUC #10573, 960 Gal |
| 9416.01-LFS-001 | Fire Station 81 - Station House 901 S Econlockhatchee Tr., Orlando,32825 | Lift Station, OCU #10570, 1029 Gal |
| 9252.01-LFS-001 | Fire Station 82 Bithlo - Station House 500 Story Partin Rd., Orlando, 32833 | Lift Station, OCU #10751, 1323 Gal |
| 9573.01-LFS-001 | Fire Station 77 - Moss Park 11501 Moss Park Rd., Orlando, 32832 | Lift Station, OCU #10462, 1470 Gal |
| 9250.01-LFS-001 | Fire Station 80 Bonneville - Station House 1841 Bonneville Dr., Orlando, 32826 | Lift Station, OCU #10572, 1617 Gal |
| 9305.01-LFS-001 | Fire Station 33 - Station House 1700 S Apopka Vineland Rd., Orlando, 32835 | Lift Station OUC #3987, 1696 Gal |
| 9235.01-LFS-001 | Fire Station 37 Oakland - Station House 540 E Oakland AV, Oakland,34760 | Lift Station 2120 Gal |
| 0035.01-LFS-001 | Fire Station 65 University - Station House 4999 N Orion Blvd., Orlando, 32826 | Lift Station Seminole County #83227, 2120 Gal |
| 9231.01-LFS-001 | Fire Station 36 Grand Cypress - Station House 12252 Winter Garden Vineland Rd. Orlando, 32836 | Lift Station SE side of Building (2500 Gallon) |

**ATTACHMENT C
LOT B – SEPTIC TANKS LISTING**

| Asset | Description | Location Description |
|-------------------------|--|--|
| CENTRAL DISTRICT | | |
| 9378.05-STS-001 | Septic System (900 Gallon Septic Tank) | Fort Gatlin Park - Swimming Pool Pump House & Office 2009 Lake Margaret Dr., Orlando, 32806 |
| 9378.01-STS-001 | Septic System (1050 Gallon) | Fort Gatlin Park - Recreation Center and Activity Hall 2009 Lake Margaret Dr., Orlando, 32806 |
| 9378.08-STS-001 | Septic System (1250 Gallon) | Fort Gatlin Park - Garage/Maintenance shop 2009 Lake Margaret Dr., Orlando, 32806 |
| 0044.01-STS-001 | Septic System (1250 Gallon) | Sheriff's Operations Hangar 3534 E Amelia St., Orlando, 32803 |
| 9378.03-STS-001 | Septic System (2000 Gallon) | Fort Gatlin Park - Pro Tennis Shop 2009 Lake Margaret Dr., Orlando, 32806 |
| EAST DISTRICT | | |
| 9218.01-STS-001 | Septic System (371 Gallon) | Wedgfield Park - Concession Stand Restrooms 20425 Mansfield St., Orlando, 32833 |
| 0019.03-STS-001 | Septic System (900 Gallon) | Bithlo Community Center - Maintenance Building 18501 E Washington Ave., Orlando, 32820 |
| 9206.02-STS-001 | Septic System (900 Gallon) | Fort Christmas Park - Ranger Quarters 1300 N Fort Christmas Rd., Christmas, 32709 |
| 9216.02-STS-001 | Septic System (900 Gallon) | Downey Park - Concession Restroom 10107 Flowers Ave., Orlando, 32825 |
| 9216.03-STS-001 | Septic System (900 Gallon) | Downey Park - Restroom East 10107 Flowers Ave., Orlando, 32825 |
| 9304.01-STS-001 | Septic System (900 Gallon) | Warren Park - Ranger Quarters (Office) 3406 Warren Park Dr., Orlando, 32812 |
| 9575.01-STS-001 | Septic System (900 Gallon) | Bithlo Neighborhood Center for Families (NCF) 18510 Madison Ave., Orlando, 32820 |
| 0039.01-STS-001 | Septic System (1000 Gallon) | South Orange Sports Complex – Office / Maintenance Shop, 11800 S Orange Ave., Orlando, 32834 |
| 9206.04-STS-001 | Septic System (1000 Gallon) | Fort Christmas Park - 480 Visitor Center 1300 N Fort Christmas Rd., Christmas, 32709 |
| 9216.01-STS-001 | Septic System (1000 Gallon) | Downey Park - Ranger Quarters 10107 Flowers Ave., Orlando, 32825 |
| 9304.03-STS-001 | Septic System (1000 Gallon) | Warren Park - Restroom Lakeside 3406 Warren Park Dr., Orlando, 32812 |
| 9206.01-STS-001 | Septic System (1050 Gallon) | Fort Christmas Park - Office Cracker House 1300 N Fort Christmas Rd., Christmas, 32709 |
| 9304.02-STS-001 | Septic System (1200 Gallon) | Warren Park – Restroom 3406 Warren Park Dr., Orlando, 32812 |
| 9398.01-STS-001 | Septic System (1200 Gallon) | Taft Highway Maintenance – Office 11442 Intermodel Way, Orlando, 32824 |
| 0038.01-STS-001 | Septic System (1500 Gallon) | Sphaler Activity - Recreation Center 1001 4th St., Taft, 32824 |
| 9222.01-STS-001 | Septic System (1500 Gallon) | Blanchard Park - Ranger Quarters (Office) 2451 N Dean Rd., Orlando, 32817 |
| 9222.04-STS-001 | Septic System (1500 Gallon) | Blanchard Park - Restrooms new 2451 N Dean Rd., Orlando, 32817 |

| Asset | Description | Location Description |
|--------------------------------|-----------------------------|---|
| EAST DISTRICT continues | | |
| 9354.01-STS-001 | Septic System (1500 Gallon) | Bithlo Highway Maintenance – Office 18715 Old Cheney Hwy., Orlando, 32820 |
| 9206.17-STS-001 | Septic System (1700 Gallon) | Fort Christmas Park – Restrooms 1300 N Fort Christmas Rd., Christmas, 32709 |
| 0039.02-STS-001 | Septic System (2400 Gallon) | South Orange Sports Complex - Concession Restroom 11800 S Orange Ave., Orlando, 32834 |
| 0019.01-STS-001 | Septic System (2500 Gallon) | Bithlo Community Center – Office 18501 E Washington Ave., Orlando, 32820 |
| 0019.04-STS-001 | Septic System (2800 Gallon) | Bithlo Community Center - Concession Stand/Restroom 18501 E Washington Ave., Orlando, 32820 |
| WEST DISTRICT | | |
| 9217.02-STS-001 | Septic System (750 Gallon) | Orlo Vista Park - Sheriff's Residence 26 N Nowell Ave., Orlando, 32835 |
| 9217.03-STS-001 | Septic System (750 Gallon) | Orlo Vista Park – Workshop 26 N Nowell Ave., Orlando, 32835 |
| 0004.02-STS-001 | Septic System (900 Gallon) | Killarney Station - Office and Maintenance Shop 17914 Old State Route 50, Winter Garden, 34787 |
| 0048.01-STS-001 | Septic System (900 Gallon) | West Beach Park – Restrooms 9227 Winter Garden Vineland Rd., Orlando, 32836 |
| 0008.01-STS-001 | Septic System (1000 Gallon) | Willow Street Community Center – Office 6565 Willow St., Zellwood, 32798 |
| 0065.02-STS-001 | Septic System (1000 Gallon) | Rolling Hills Little League - Restroom Trailer 4950 N Pine Hills Rd., Orlando, 32808 |
| 9213.01-STS-001 | Septic System (1000 Gallon) | Trimble Park - Ranger Quarters 5802 Trimble Park Rd., Mt. Dora, 32757 |
| 9213.02-STS-001 | Septic System (1000 Gallon) | Trimble Park – Office 5802 Trimble Park Rd., Mt. Dora, 32757 |
| 9213.03-STS-001 | Septic System (1000 Gallon) | Trimble Park - Restroom 1 5802 Trimble Park Rd., Mt. Dora, 32757 |
| 9214.01-STS-001 | Septic System (1000 Gallon) | Clarcona Horseman's Park - Office Building 3535 Damon Rd., Apopka, 32703 |
| 9217.04-STS-001 | Septic System (1000 Gallon) | Orlo Vista Park – Restroom 26 N Nowell Ave., Orlando, 32835 |
| 9220.01-STS-001 | Septic System (1000 Gallon) | Shadow Bay Park – Offices 5100 Turkey Lake Rd., Orlando, 32819 |
| 9220.02-STS-001 | Septic System (1000 Gallon) | Shadow Bay Park - Pro Shop 5100 Turkey Lake Rd., Orlando, 32819 |
| 9220.03-STS-001 | Septic System (1000 Gallon) | Shadow Bay Park - Maintenance Facility 5100 Turkey Lake Rd., Orlando, 32819 |
| 9220.04-STS-001 | Septic System (1000 Gallon) | Shadow Bay Park - Restroom Facility 5100 Turkey Lake Rd., Orlando, 32819 |
| 0004.01-STS-001 | Septic System (1050 Gallon) | Killarney Station - Bike Shop and Restrooms 17914 Old State Route 50, Winter Garden, 34787 |
| 0014.01-STS-001 | Septic System (1050 Gallon) | Apopka Roads & Drainage – Office 3258 Clarcona Rd., Apopka, 32707 |
| 0024.01-STS-001 | Septic System (1050 Gallon) | Zellwood Highway Maintenance - Roads and Drainage Office, 3400 Golden Gem Rd., Apopka, 32712 |

| Asset | Description | Location Description |
|--------------------------------|--|--|
| WEST DISTRICT continues | | |
| 9153.02-STS-001 | Septic System (1050 Gallon) | West Orange Highway Maintenance – Office 644 Beulah Rd., Winter Garden, 34787 |
| 0003.01-STS-001 | Septic System (1,200 Gallon) | Tibet-Butler Park – Restrooms 8777 State Route 535, Orlando, 32836 |
| 9213.05-STS-001 | Septic System (1250 Gallon) | Trimble Park - Restroom 3 Boat ramp area 5802 Trimble Park Rd., Mt. Dora, 32757 |
| 9213.06-STS-001 | Septic System Dump Station for Campers (1250 gal) | Trimble Park - Pump House 5802 Trimble Park Rd., Mt. Dora, 32757 |
| 9605.01-STS-001 | Septic System (1500 Gallon) | Frederick Douglas 3688 Day Care Center Rd. Mt Dora, 32757 |
| 9214.03-STS-001 | Septic System (1500 Gallon) | Clarcona Horseman's Park - Concession and Restroom 3535 Damon Rd., Apopka, 32703 |
| 9214.06-STS-001 | Septic System (1500 Gallon) | Clarcona Horseman's Park - Campground Restroom 3535 Damon Rd., Apopka, 32703 |
| 9217.01-STS-001 | Septic System Kitchen Side (1500 Gallon Tank) | Orlo Vista Park - Community Center 26 N Nowell Ave., Orlando, 32835 |
| 9217.01-STS-002 | Septic System Exterior Restroom Side (1500 Gallon Tank) | Orlo Vista Park - Community Center 26 N Nowell Ave., Orlando, 32835 |
| 0017.01-STS-001 | Septic System (1650 Gallon) | R. D. Keene Park – Restrooms 10900 Chase Rd., Windermere, 34786 |
| 9213.04-STS-001 | Septic System (2000 Gallon) | Trimble Park - Restroom 2 Campsite 5802 Trimble Park Rd., Mt. Dora, 32757 |
| 9395.01-STS-001 | Septic tank and lift station- west side of building (2000 Gallon) | Parks & Recreation Warehouse 1651 N Orange Blossom Tr, Orlando, 32804 |
| 0026.04-STS-001 | Septic System (2500 Gallon) | L.E.V.O. School - Water Treatment Plant 6350 Wadsworth Rd., Mt. Dora, 32757 Law Enforcement Vehicle Operations |
| FIRE RESCUE DEPARTMENT | | |
| 9253.01-STS-001 | Septic System (900 Gallon Septic Tank) | Fire Station 84 Fort Christmas - Station House, 1221 N Fort Christmas Rd., Christmas, 32709 |
| 9227.01-STS-001 | Septic System (900 Gallon Septic Tank & 1200 Gallon Septic Tank) | Fire Station 20 Zellwood - Station House 3200 Washington St., Zellwood, 32798 |
| 9244.01-STS-001 | Septic System (1000 Gallon Septic Tank) | Fire Station 66 Lake Barton - Station House 996 N Semoran Blvd., Orlando, 32807 |
| 9246.01-STS-001 | Septic System (1000 Gallon Septic Tank) | Fire Station 71 South Goldenrod - Station House 4405 St Florian Wy., Orlando, 32822 |
| 9230.01-STS-001 | Septic System (1,000 Gallon Septic Tanks) 1 of 2 | Fire Station 34 Winter Garden - Station House 4000 Winter Garden Vineland Rd., Winter Garden, 34787 |
| 9230.01-STS-002 | Septic System (1,000 Gallon Septic Tanks) 2 of 2 | Fire Station 34 Winter Garden - Station House 4000 Winter Garden Vineland Rd., Winter Garden, 34787 |
| 9303.01-STS-001 | Septic System (1,000 Gallon Septic Tanks) 1 of 2 | Fire Station 43 - Station House 2700 N Apopka Vineland Rd., Orlando, 32818 |
| 9303.01-STS-002 | Septic System (1,000 Gallon Septic Tanks) 2 of 2 | Fire Station 43 - Station House 2700 N Apopka Vineland Rd., Orlando, 32818 |
| 9245.01-STS-001 | Septic System (1200 Septic Tank) | Fire Station 70 Pinecastle - Station House 1027 E Wallace St., Orlando, 32809 |

FIRE RESCUE DEPARTMENT continues

| | | |
|-----------------|--|---|
| 9254.01-STS-001 | Septic System (1250 Gallon Septic Tank) | Fire Station 86 Wedgefield - Station House 3202 Babbitt Ave., Orlando, 32833 |
| 9229.01-STS-001 | Septic System (1250 Gallon Septic Tank, 1000 Gallon Septic Tank) | Fire Station 31 Bay Hill - Station House 6116 S. Apopka Vineland Rd., Orlando, 32819 |
| 9301.01-STS-001 | Septic System (1500 Gallon Septic Tank) | Fire Station 28 Clarcona - Station House 3250 Clarcona Rd., Apopka, 32703 |
| 9248.01-STS-001 | Septic System (1500 Gallon Septic Tank) | Fire Station 73 Taft - Station House 811 1st St., Taft, 32824 |

Fats, Oils and Grease Waste Disposal Manifest

ATTACHMENT D

Hauler Information:

Name: _____ Phone #: _____

Address: _____

Vehicle Tag #: _____ Tank Capacity: _____ Gallons

Decal Number: _____

Generator Information:

Customer Name: _____

Physical Address: _____

Telephone #: _____

Type of Device: _____

Interceptor/Trap/OWS Condition:

Baffle intact and unobstructed Yes Needs Repair: _____

Cover secure, accessible & in good condition Yes Needs Repair: _____

Inlet / Outlet pipes intact Yes Needs Repair: _____

Walls & bottom in good condition Yes Needs Repair: _____

ESTIMATED Waste Thickness and Volume Removed from Interceptor/Trap/OWS Device:

Grease/Oil Cap: _____ Inches Bottom Solids: _____ Inches Total Device Depth _____ Inches

Volume Pumped: _____ Gallons

Certification: I certify that the above information is true and accurate. I further certify that said device was completely pumped and cleaned, and no materials were pumped back into the device unless prior approval was received from the control authority of the Publicly Owned Treatment Works wastewater collection system. I understand that falsification of this information may be a violation of the local code and ordinances and I may be subject to enforcement action in accordance with the provisions set forth therein.

Customer Signature: _____ Date: _____

Print Customer Name: _____

Driver Signature: _____ Date: _____

Print Driver Name: _____

Discharge Approval: On the dates and times provided below, the wastes listed in this manifest were approved for discharge, and were disposed by the hauler at the following permitted treatment facilities:

Facility #1:
Facility Name: _____

Waste Received Date: _____ Time: _____ Invoice/Ticket #: _____

Operator Signature: _____

Facility #2:
Facility Name: _____

Waste Received Date: _____ Time: _____ Invoice/Ticket #: _____

Operator Signature: _____

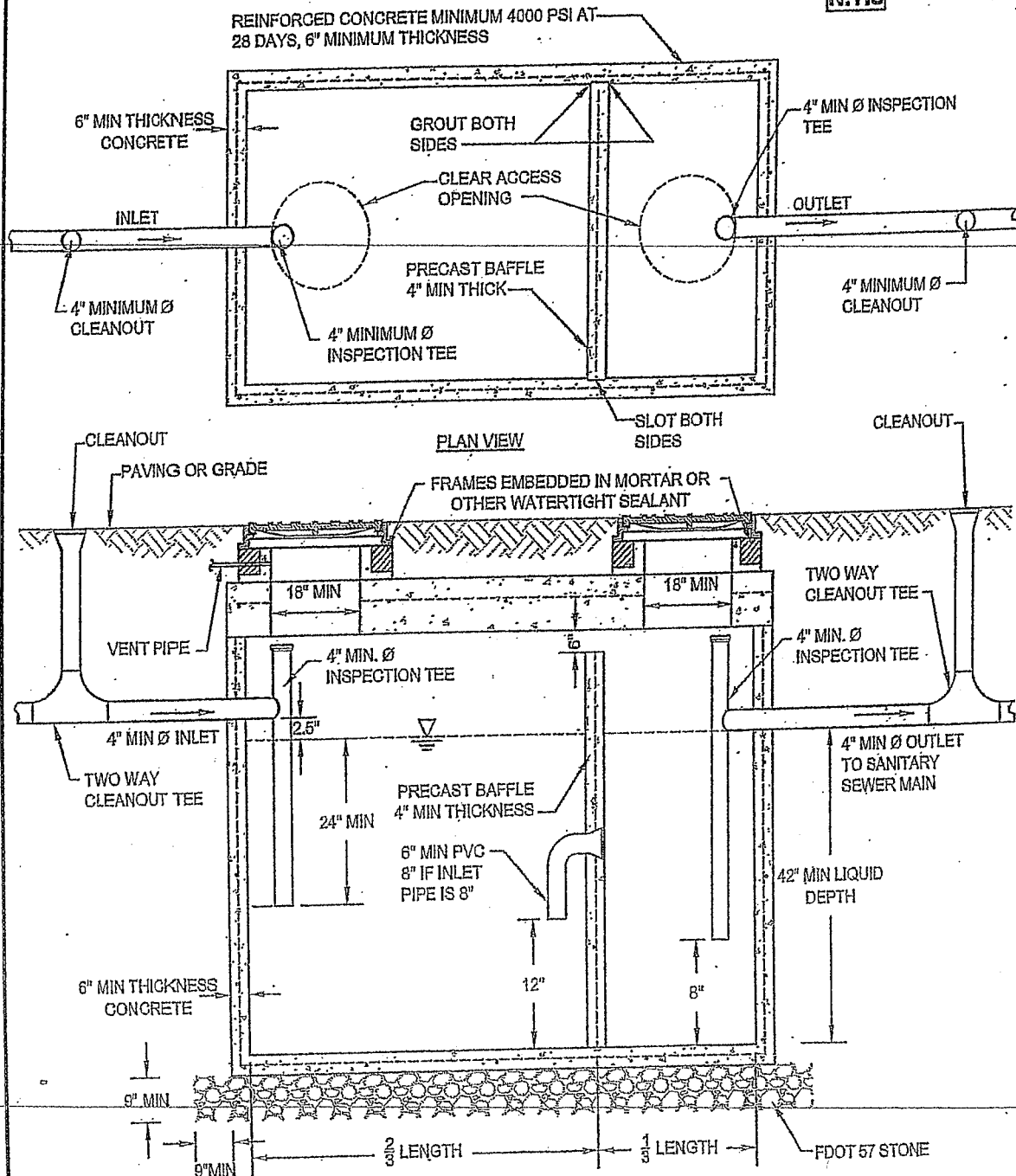
Comments: _____

DATE: April 24, 2009

GREASE INTERCEPTOR

FIGURE A307-1

N.T.S



NOTES:

1. SPECIFIC DESIGN DETAILS MUST IN ALL ASPECTS MEET APPLICABLE FLORIDA PLUMBING AND ADMINISTRATIVE CODE.
2. SIZE GREASE INTERCEPTOR PER OCJ MANUAL, SECTION 2310, MINIMUM SIZE 750 GAL; MAXIMUM SIZE 1250 GAL.
3. INTERCEPTORS SHALL BE WATER AND GAS TIGHT.
4. ALL FIXTURES LOCATED IN FOOD AND BEVERAGE PREPARATION AREAS SHALL BE ROUTED THROUGH GREASE INTERCEPTOR. RESTROOM WASTE SHALL NOT BE ROUTED THROUGH INTERCEPTOR.
5. BAFFLE REQUIRED; ALTERNATIVE DESIGNS ARE ACCEPTABLE. DESIGN MUST MEET FLORIDA PLUMBING AND ADMINISTRATIVE CODE.
6. LOADS: H-20 TRUCK WHEELS WITH 80% IMPACT PER AASHTO. TRAFFIC BEARING FRAME AND COVER TO MEET FDOT STANDARDS IF APPLICABLE.

OIL & GREASE MANAGEMENT PROGRAM
PRIVATE SANITARY SEWER & LIFT STATION
HAULER MANIFEST / USER COMPLIANCE REPORT

ATTACHMENT E

Hauler Information:

Name: _____ Phone #: _____
Address: _____
Vehicle Tag #: _____ Tank Capacity: _____ Gallons
Waste Hauling Permit #: _____
Driver's Name: _____

Generator Information:

Customer Name: _____ Phone #: _____
Physical Address: _____
Type of Device: _____
Volume Pumped: _____ Gallons

Private Sanitary Sewer Lift Station Condition:

| | | |
|---|------------------------------|---------------------------------------|
| Wet well in good condition | <input type="checkbox"/> Yes | <input type="checkbox"/> Needs Repair |
| Pumps operating properly | <input type="checkbox"/> Yes | <input type="checkbox"/> Needs Repair |
| Float system functioning properly | <input type="checkbox"/> Yes | <input type="checkbox"/> Needs Repair |
| Control panel functioning properly | <input type="checkbox"/> Yes | <input type="checkbox"/> Needs Repair |
| Audio/visual alarm present, functioning and visible | <input type="checkbox"/> Yes | <input type="checkbox"/> Needs Repair |
| Control Panel and wet well secured/locked | <input type="checkbox"/> Yes | <input type="checkbox"/> Needs Repair |
| Emergency contact number posted | <input type="checkbox"/> Yes | <input type="checkbox"/> Needs Repair |
| Excessive floating grease/debris | <input type="checkbox"/> Yes | <input type="checkbox"/> No |

Comments/Repairs Recommended: _____

Certification: I certify that the above information is true and accurate. I further certify that said device was completely pumped and cleaned, and no materials were pumped back into the device unless prior approval was received from the control authority of the Publicly Owned Treatment Works wastewater collection system. I understand that falsification of this information may be a violation of the local code and ordinances and I may be subject to enforcement action in accordance with the provisions set forth therein.

Customer Signature: _____ Date: _____

Print Customer Name: _____

Driver Signature: _____ Date: _____

Discharge Approval: On the dates and times provided below, the wastes listed in this manifest were approved for discharge, and were disposed by the hauler at the following permitted treatment facilities:

Facility #1 Name: _____

Waste Received Date: _____ Time: _____ Invoice/Ticket #: _____

Facility #1 Operator Signature: _____

Facility #2 Name: _____

Waste Received Date: _____ Time: _____ Invoice/Ticket #: _____

Facility #2 Operator Signature: _____

WHITE COPY - GENERATOR; YELLOW COPY - HAULER; PINK COPY - TREATMENT FACILITY
RETAIN THIS FORM AT LEAST 3 YEARS IN YOUR FILES.

ATTACHMENT F

<https://floridadep.gov/dleer/oer/content/reportable-incident>

Please Note:

Media Contact:

Facility Name:

24-Hour Notice Of an Incident Or Discovery Of Pollution

Name Of Incident:

Discharge Source(Facility/Installation Name):

Address Or Location:

Asset Information:

Nearest Physical Address to Blockage/Malfunction:

State Watch Office Case # (N/a for Discharges < 1,000 gal):

Public Notice of Pollution Incident ID # (N/A for discharges <1,000 gal):

Identification of Parties Notified of Incident:

Date and Time of the Incident or Discovery

Incident Description:

The Approximate gallons release and recovered are estimated to be as follows: __gallons released, __gal recovered, 0 gallons unrecovered, and 0 gallons discharged to surface water.

There is little or no potential risk to public health, safety, welfare.

Facility Workorder:

Permitted Facility Name and Location:

Facility Contact:

**PRIVATE PUMP STATION (PPS) AND PRIVATE COLLECTION SYSTEM (PCS)
MAINTENANCE RECOMMENDATIONS**

Conducting routine, preventive maintenance of your PPS and PCS will help reduce system failures and associated costly repairs. The following maintenance activities and frequencies are recommended for the proper operation of PPS/PCS devices:

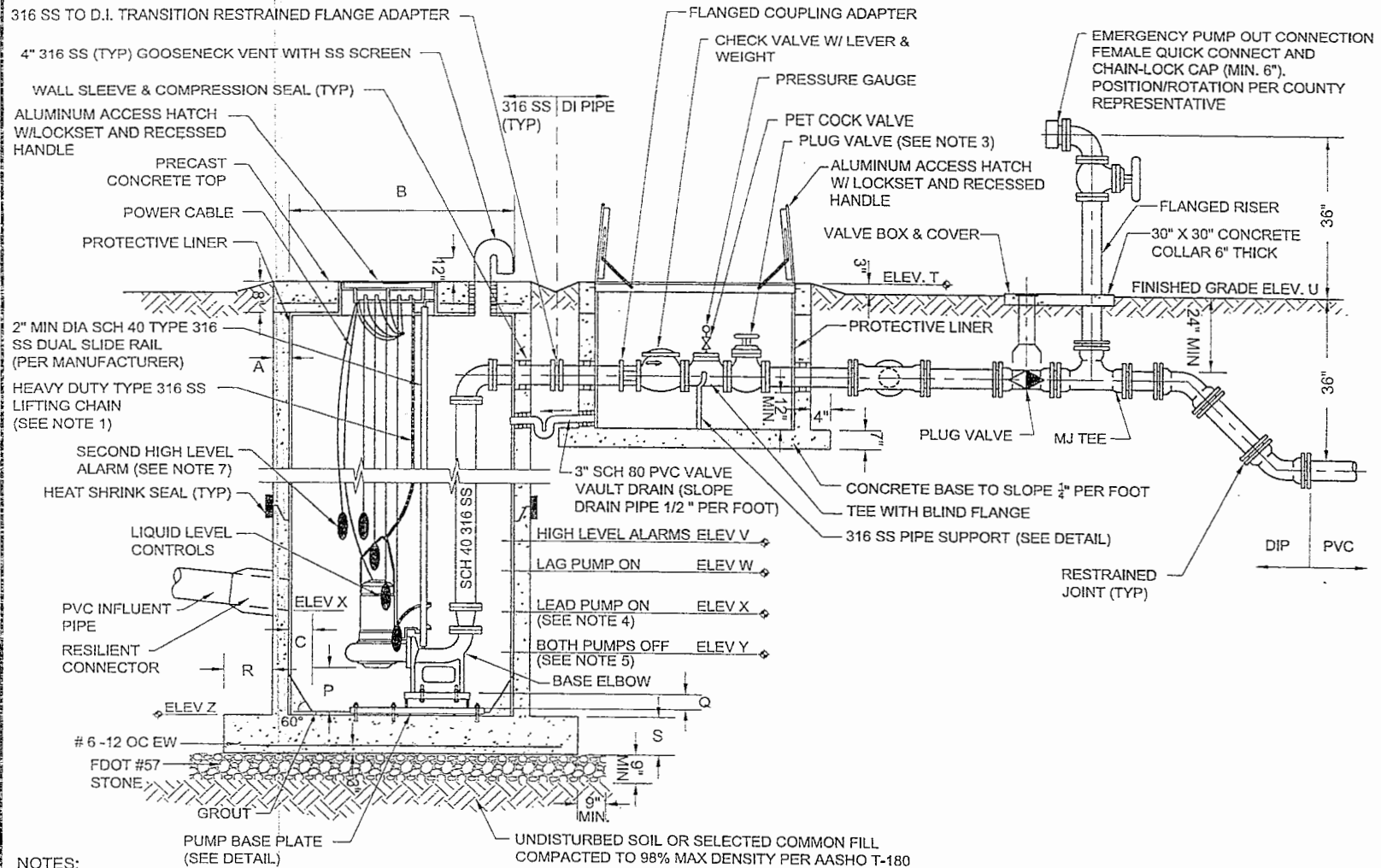
| MAINTENANCE RECOMMENDATIONS CHECKLIST | MONTHLY | QUARTERLY | SEMI-ANNUALLY | ANNUALLY |
|---|----------------|------------------|----------------------|-----------------|
| Properly secure the PPS during each visit, including the control panel, wet well, and valve box. All keys and/or lock codes should be maintained on-site. | | | | |
| Maintain audible and visual alarm systems to ensure proper operation. | | | | |
| Sufficiently trim landscaping to ensure alarms are visible, audible, and accessible. | | | | |
| Inspect/verify all pumps run properly when switched to "manual" position. | | | | |
| Ensure all pumps are secured and set in "auto" position during normal operation. | | | | |
| Verify lead pump is alternated (cycled), if multiple pumps are present. | | | | |
| Record all pump motor hour meter run times on maintenance log. | | | | |
| Document all maintenance activities/issues on maintenance log. | | | | |
| Inspect and exercise all check/gate /isolation valve(s) and all pressure gauges. | | | | |
| Inspect and clean all level control devices (floats). | | | | |
| Ensure that float electric cable lines hang freely and are not tangled up. | | | | |
| Inspect all electrical components, including all electrical connections, amperage, voltage, starter contacts, and indicator lights. | | | | |
| Inspect/verify pump impellers are free of debris, oil, and grease. | | | | |
| Completely clean the PPS wet well (and remove all wastes). | | | | |
| Completely clean and jet all PCS sewer lines and manholes. | | | | |

NOTES: Semi-annual or annual frequency may be appropriate for PPSs that do not receive excessive wastes and are in excellent operating condition. More frequent inspection and cleaning may be required for PPSs receiving higher quantities of wastes (grease and debris).

DATE: February 11, 2011

DATE: February 11, 2011

DATE: February 11, 2011



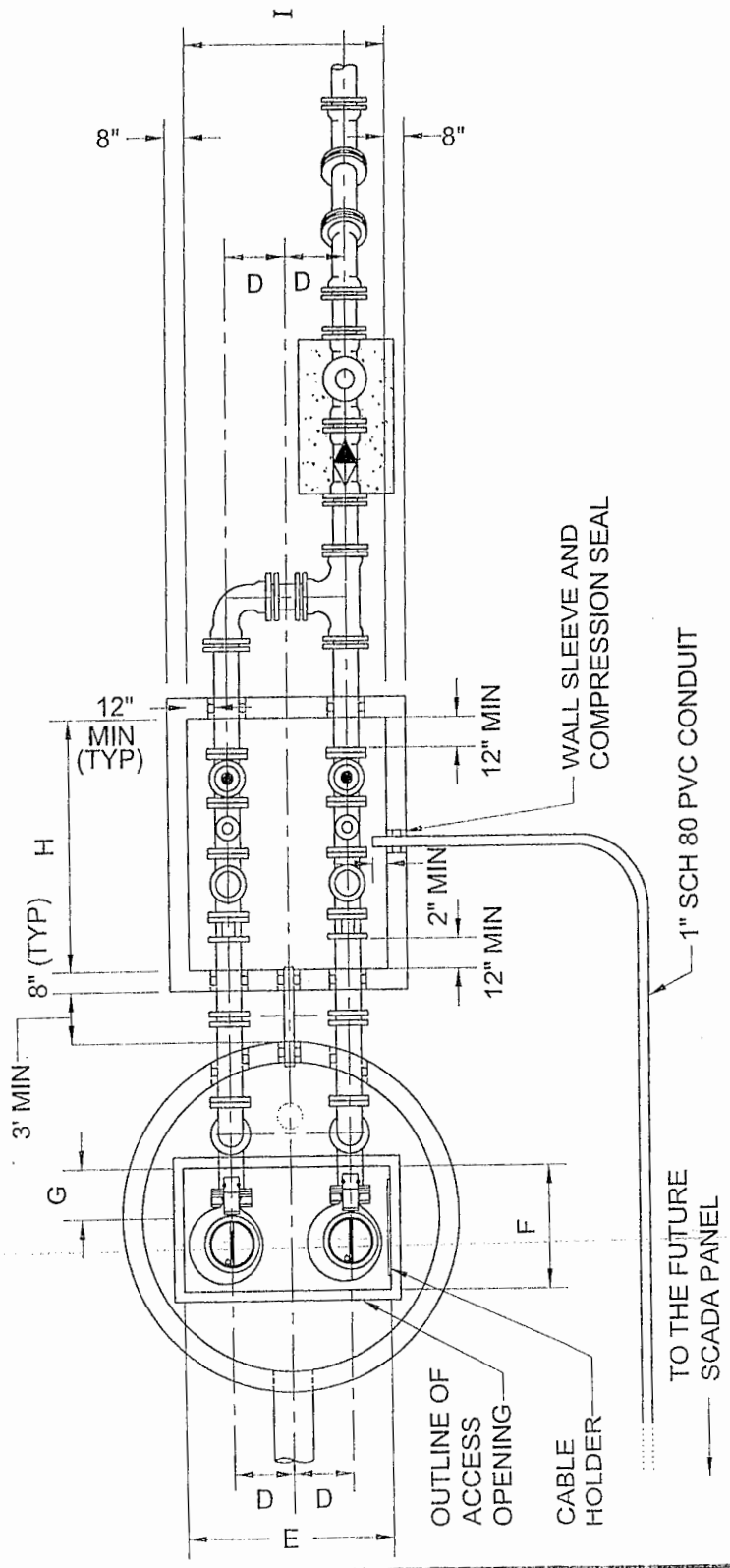
NOTES:

1. EACH PUMP SHALL BE FITTED WITH 6 FEET (6'-0") OF TYPE 316 SS, 3/4" CHAIN ATTACHED TO THE LIFTING MECHANISM AND AIRCRAFT RATED 1/4" SS CABLE PROVIDED BETWEEN THE CABLE HOLDER AND THE CHAIN.
2. WALL SLEEVE AND COMPRESSION SEALS SHALL BE COMPATIBLE WITH LINER.
3. IF PV=4 IN, LEVER OPERATED; IF PV>4 IN, WHEEL OPERATED.
4. ELEVATION X - ELEVATION Z ≥ 5 FEET.
5. PUMP OFF ELEVATION TO BE PER MANUFACTURER'S MINIMUM SUBMERGENCE.
6. SEE FIGURE A402-1 FOR DESCRIPTIONS OF DIMENSION SYMBOLS.
7. INSTALLED TO PROVIDE DRY CONTACT FOR SCADA.
8. ALL FLANGES: PIPE, VALVES AND APPURTENANCES SHALL HAVE 316 S.S. HARDWARE.

DATE: February 11, 2011

DUPLEX PUMP STATION PLAN

FIGURE A402-3

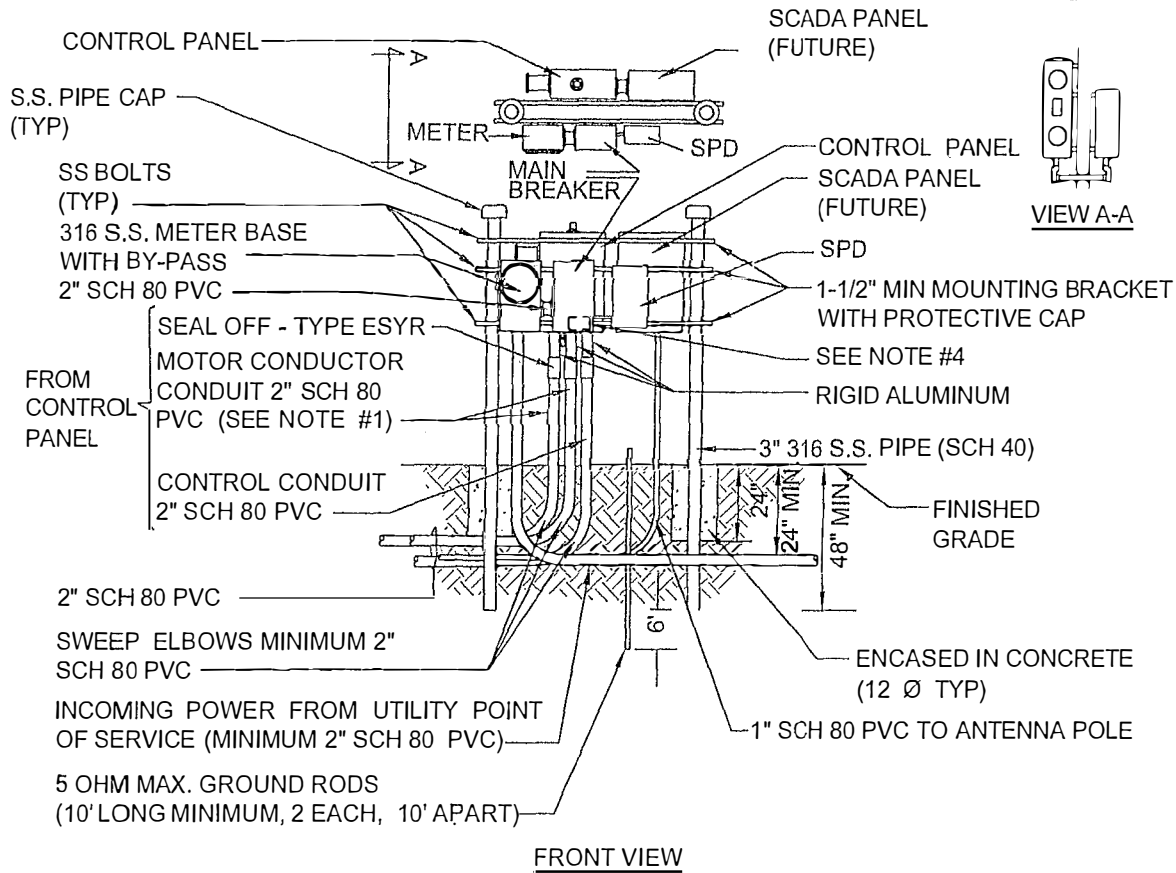


NOTES:
1. SEE FIGURE A402-1 FOR DESCRIPTIONS OF DIMENSION SYMBOLS.

DATE: February 11, 2011

**PUMP STATION CONTROL PANEL (240V)
FRONT & PLAN VIEW**

FIGURE A413-1



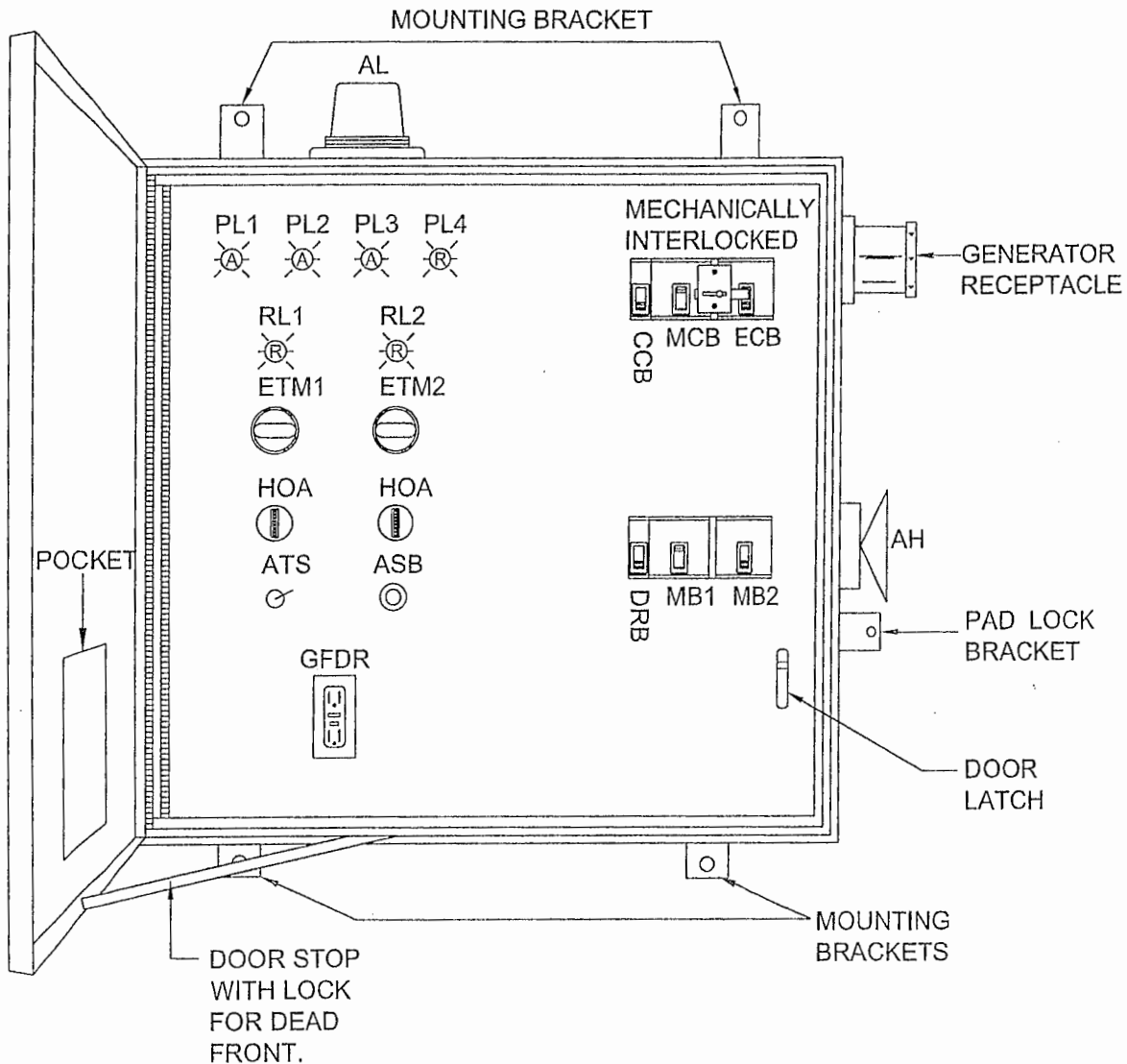
PANEL INSTALLATION NOTES:

1. PUMP MOTOR CONDUIT SHALL BE SIZE TO ACCOMMODATE 40% CONDUIT FILL. MINIMUM CONDUIT SIZE TO BE 2" SCH 80 PVC.
2. POWER SUPPLY SHALL BE UNDERGROUND ON THE LIFT STATION SITE AND SHALL BE 3-PHASE, FROM A 3-PHASE SOURCE ONLY. 100 AMP SERVICE MINIMUM.
3. AN ELECTRICAL GROUNDING SYSTEM SHALL BE INSTALLED AS PER THE NATIONAL ELECTRICAL CODE, LOCAL CODES AND ORDINANCES. AN UNDERGROUND PERIMETER CABLE GROUNDING SYSTEM SHALL BE INSTALLED WITH CONNECTIONS TO AT LEAST WET WELL COVER, VALVE VAULT COVER, CONTROL PANELS, GENERATOR, UTILITY COMPANY TRANSFORMER, MANUAL DISCONNECT SWITCH AND METAL FENCE. REFER TO GROUNDING DETAILS.
4. THE STATION NAME, UTILITIES I.D. NUMBER AND ADDRESS SHALL BE AFFIXED TO THE FRONT OF THE METER CABINET.
5. ALL MOUNTING HARDWARE & BRACKETS AND ELECTRICAL ENCLOSURES SHALL BE 316 STAINLESS STEEL.
6. ON A 4-WIRE, DELTA SYSTEM, THE HIGH-LEG SHALL BE IDENTIFIED WITH ORANGE COLOR TAPE AT ALL CONNECTION POINTS AND SHALL BE LOCATED ON THE "B" PHASE AT THE LINE SIDE OF THE MAIN DISCONNECT.
7. THE SCADA PANEL IS TO SHOWN FOR INFORMATION ONLY AND WILL BE INSTALLED IN THE FUTURE (BY OTHERS).

DATE: February 11, 2011

**DUPLEX CONTROL PANEL ENCLOSURE
DEAD FRONT LAYOUT**

FIGURE A417



NOTES:

1. DEADFRONT LAYOUT NEMA TYPE 3R SS ENCLOSURE W/CONTINUOUS HINGE. ALL HARDWARE TYPE 316 SS TYPICAL, ACTUAL LAYOUT MAY VARY WITH HORSEPOWER.
2. THIS CONTROL PANEL, INCLUDING THE GENERATOR RECEPTACLE, COMPLIES WITH THE STANDARD LIST OF COMPONENTS REQUIRED BY UTILITIES.
3. ALL CONTROL WIRE TO BE #14 AWG MINIMUM.
4. CONTROL PANEL SHALL BE UL LISTED AND LABELED.
5. 30 SPARE TERMINALS (TB2).
6. PHASE MONITOR CIRCUIT BREAKER TO BE SEIMENS P/N: MSP10G, OR SQ-D P/N: MG24532.

DATE: February 11, 2011

ELECTRICAL LEGEND

FIGURE A412

LEGEND

| | | |
|------|---|--------------------------------|
| AH | _ | ALARM HORN |
| AL | _ | ALARM LIGHT |
| ASB | _ | ALARM SILENCE BUTTON |
| ATS | _ | ALTERNATOR TEST SWITCH |
| CCB | _ | CONTROL CIRCUIT BREAKER |
| DPDT | _ | DOUBLE POLE DOUBLE THROW |
| DRB | _ | DUPLEX RECEPTACLE BREAKER |
| ECB | _ | EMERGENCY CIRCUIT BREAKER |
| ETM | _ | ELAPSED TIME METER |
| F | _ | FUSE |
| FB | _ | FUSE BLOCK |
| FL | _ | FLASHER |
| FR | _ | FLOAT REGULATOR |
| GFDR | _ | GROUND FAULT DUPLEX RECEPTACLE |
| GR | _ | GENERATOR RECEPTACLE |
| HOA | _ | HAND-OFF-AUTO SELECTOR SWITCH |
| MB | _ | MOTOR BREAKER |
| MCB | _ | MAIN CIRCUIT BREAKER |
| MS | _ | MOTOR STARTER |
| OL | _ | OVERLOAD |
| PL | _ | PILOT LIGHT |
| PM | _ | PHASE MONITOR |
| R | _ | RELAY |
| RL | _ | RUNNING LIGHT |
| SCB | _ | SCADA CIRCUIT BREAKER |
| TB | _ | TERMINAL BLOCK |
| TTS | _ | THERMAL TERMINAL STRIP |
| XFMR | _ | TRANSFORMER |
| SPD | _ | SURGE PROTECTION DEVICE |



December 21, 2006

RE: Prohibited Products for Use in Systems Discharging to County Sewers

Dear Waste Hauler and Orange County Sanitary System Users/Customers:

Please be advised that effective January 01, 2007, all additives and chemical products directly (or indirectly) applied into grease traps, kitchen or facility sinks, washrooms, drains, and/or plumbing clean-outs and manholes, are now strictly prohibited in systems that discharge to the County's sanitary sewer or City of Orlando sewers that discharge to County Wastewater Treatment Facilities. The materials prohibited include enzymes, degreasers, detergents, surfactants, or biological/microbes. Excluded from this requirement are surfactants/detergents used by the customer for the purpose of cleaning or sanitizing kitchen dinnerware, glassware, pots, pans, cooking equipment (stoves ovens, etc.), floors or work surfaces.

This prohibition notice includes the use of all biological/microbe products/additives.

This notice is made pursuant to an extensive study performed by the City of Orlando related to the effect of biological/microbe products on utility wastewater collection and transmission systems. The City's study verified that these type products cause grease to bypass the traps/interceptors and enter the utility's collection system. This prohibition notice is supported by County Code, Chapter 37, Article XX. This prohibition is necessary to protect our sanitary system, decrease county maintenance costs attributed to the cleaning and removal of grease waste deposited into our sanitary system, and reduce the incidence of sewer overflows attributed to accumulated grease.

Your cooperation in this matter will be greatly appreciated, if you have any further questions, please contact our office at 407-254-7710.

Respectfully,

ORANGE COUNTY UTILITIES

A handwritten signature in black ink, appearing to read "Susanna Littell".

Susanna Littell, Manager
Environmental Compliance Section
Water Reclamation Division

UTILITIES DEPARTMENT • WATER RECLAMATION DIVISION

4760 Sand Lake Road, Orlando, Florida 32819

Telephone 407-254-7701 .Fax 407-254-7780 .http://www.OrangeCountyFL.net

Guide to Interior Grease Trap Maintenance

Proper maintenance of your interior grease trap can reduce grease buildup in the sanitary sewer system which will help prevent sanitary sewer system overflows

CLEAN & INSPECT

- **Weekly:** You are required to inspect the physical condition of your grease trap at least once a week along with the weekly removal of all accumulated grease and all solids located inside the grease trap, sidewalls, mid-plate baffle, and solids captured by the screen basket (if present).
- If you choose to clean your grease trap yourself, refer to the reverse side of this document for a "Guide to Interior Grease Trap Cleaning".
- It is not necessary to hire a waste hauler for the weekly inspection and cleaning activities.
- **Every ninety (90) days:** You are required to completely remove the entire contents (ALL LIQUIDS, GREASE, AND SOLIDS) from the grease trap.

REMOVE

- It is recommended (but not required) that you hire a waste hauler for the 90 day complete cleaning activity due to the amount of liquid waste to be removed and disposed. If you choose to hire a waste hauler to clean your grease trap, be sure that they provide you with a Waste Disposal Manifest at the time of service and that you maintain it onsite.

LOG

- ALL INSPECTION AND CLEANING activities are required to be documented on an Inspection/Maintenance Log. The County provides each facility with a sample Inspection/Maintenance Log sheet when they are added to the Oil and Grease Prevention Program. To request an inspection/maintenance log, please see contact information below.

If you have any questions or concerns, please contact the Orange County Utilities Environmental Compliance Section at 407-254-7701 or send an e-mail to Environmental.Compliance@ocfl.net.

Para más información, por favor llame al Departamento de Servicios Públicos del Condado de Orange y pida hablar con un representante en español. El número de teléfono es 407-254-7701

ORANGE COUNTY UTILITIES ■ WATER RECLAMATION DIVISION ■ ENVIRONMENTAL COMPLIANCE SECTION
4760 West Sand Lake Road ■ Orlando, Florida 32819
Telephone: 407-254-7701 ■ Fax: 407-354-2607 ■ www.ocfl.net/utilities/

Grease Trap Detail and Layout Drawing

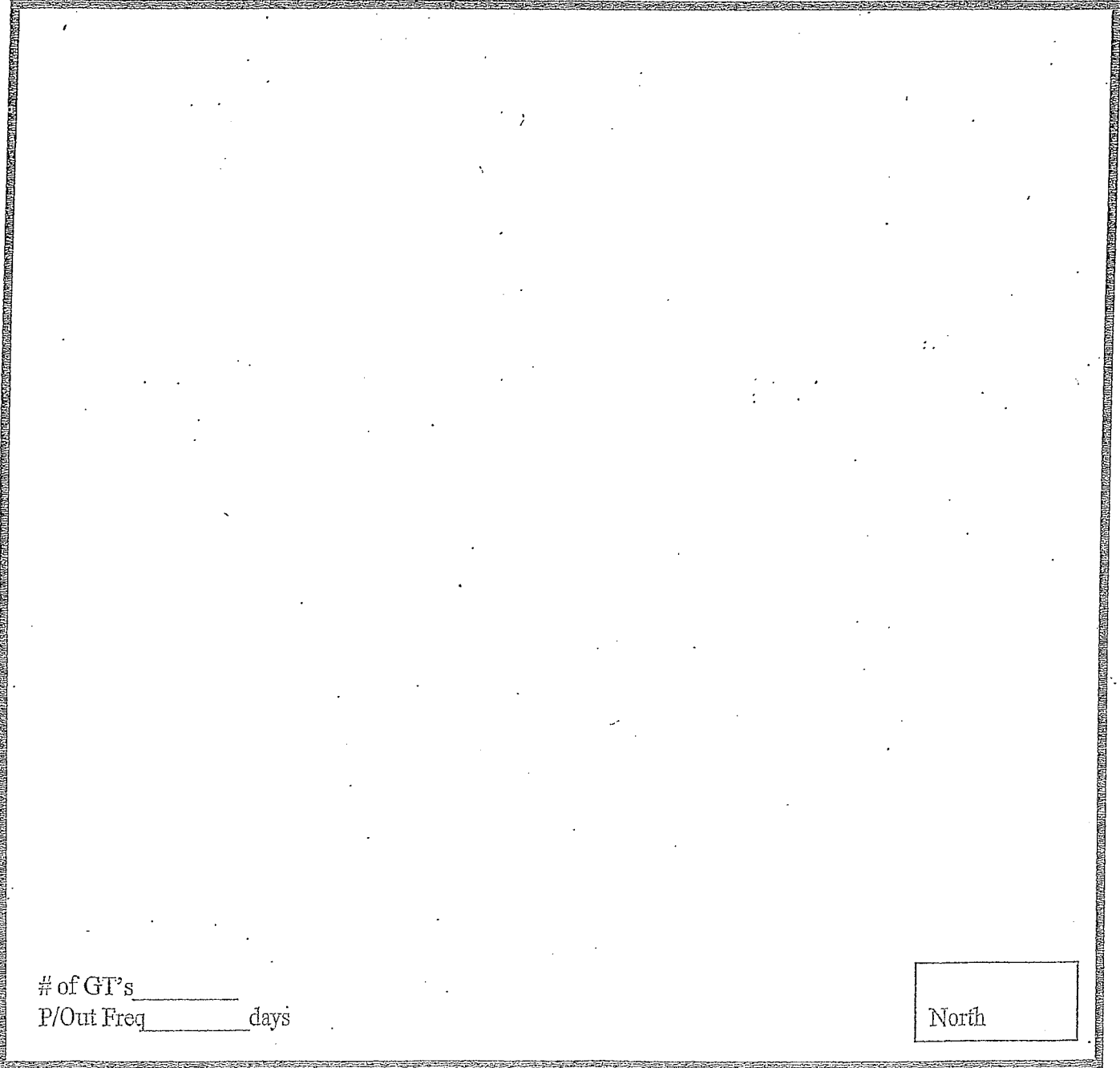
Date: _____

Facility Name: _____

Address: _____

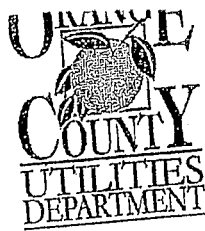
Instructions: Complete one drawing for each GT location. If a site has several GT's in several different locations, complete one drawing for EACH location and one overall drawing for the entire site. Each drawing must include the following minimum information:

- Show layout and total number of grease traps in reference to facility/building.
- Show the direction of wastewater flow.
- Include number of grease traps in series.
- Indicate number of grease traps in parallel.
- Indicate the current pump-out frequency for each grease trap.
- Include North directional arrow.



of GT's _____
P/Out Freq _____ days

North



Guide to Interior Grease Trap Cleaning

Weekly Cleaning Procedure:

- The use of degreasers or soapy water is not recommended or required. *NEVER USE enzymes, acids, caustics, solvents or emulsifying products during cleaning.*
- Line a trash can with two (2) plastic trash bags. Add some absorbent material (i.e., kitty litter) to the bag to help soak up the liquid and make it easier to move.
- While wearing rubber gloves, remove the grease trap lid using the appropriate tools.
- Take note of how the lid and internal parts are removed as they will have to be put back in place when you finish cleaning the grease trap. Missing or improperly placed parts may cause discharges that can result in equipment malfunction.
- If damaged or missing parts are observed, repair or replace them as needed to ensure proper working condition. Replacement parts may be obtained from the manufacturer.
- Clean the sidewalls and baffle (middle plate) of the grease trap by scraping them with a scraping device. Hold the scraping device over the trash can, wipe clean with paper towels, and discard the waste into the trash can. Continue until all grease has been removed.
- Remove floating, liquified oil using a large spoon, ladle, or shop vacuum. Skim the water inside the grease trap using a slotted spoon or food strainer, to remove all floating grease and solids. Discard the waste into the trash can.
- Secure the trash bags containing the removed waste and discard into the garbage dumpster. You may need to add additional absorbent material to soak up excess liquid.
- Reassemble the grease trap.
- Document ALL inspection and cleaning activities on the facility's "Inspection/Maintenance Log".

If you have any questions or concerns, please contact the Orange County Utilities Environmental Compliance Section at 407-254-7701 or e-mail at Environmental.Compliance@ocfl.net.

ORANGE COUNTY UTILITIES ■ WATER RECLAMATION DIVISION ■ ENVIRONMENTAL COMPLIANCE SECTION
1760 West Sand Lake Road ■ Orlando, Florida 32819
Telephone: 407-254-7701 ■ Fax: 407-354-2607 ■ www.ocfl.net/utilities/

| HAULER | PHONE | STREET ADDRESS | CITY, STATE & ZIP |
|------------------------------------|--------------|-----------------------------|--------------------------|
| A & L Septic Tank Service | 407-273-2149 | P.O. Box 677878 | Orlando, FL 32867 |
| A Pro Plumbing | 407-671-6700 | P.O. 941874 | Maitland, FL 32794 |
| A Smarter Way (ASW) | 888-240-3742 | PO Box 1167 | Fruitland Park, FL 34731 |
| A-1 Septic, Inc. | 407-859-6285 | 299 W. 7th Street | Orlando, FL 32824 |
| AAA Septic | 407-816-1782 | 3031 W. 40th Street | Orlando, FL 32839 |
| A-Able Septic-Sewer Service, Inc | 352-795-1554 | 2190 N. Crede Ave. | Crystal River, FL 34428 |
| Abel Septic | 407-889-2704 | P.O. Box 938 | Zellwood, FL 32798 |
| Above All Septic Service | 407-363-9146 | 5036 Dr. Phillips Blvd # 12 | Orlando, FL 32819 |
| Advanced Septic | 352-242-6100 | 14300 East Side Street | Groveland, FL 34736 |
| ACES | 800-604-1842 | 6825 Carriage Ln. | Lakeland, FL 33811 |
| All Florida Septic | 407-847-0200 | P.O. Box 700153 | St. Cloud, FL 34770 |
| All Pro Services | 407-847-5822 | 811 Sawdust Trail | Kissimmie, FL 34744 |
| Anytime Septic | 407-740-6816 | 614 E. Hwy 50 Ste 165 | Clermont, FL 34711 |
| Aqua Clean Environmental | 863-644-0665 | 3210 Whitten Rd. | Lakeland, FL 33811 |
| ASAP Discount Septic Services | 352-516-1479 | P.O. Box 1684 Minneola | Minneola, FL 34755 |
| Averett Septic Tanks | 863-665-1748 | 2901 Brooks St | Lakeland, FL 33803 |
| BPS Incorporated | 772-678-8927 | 7506 Deland Ave | Fort Pierce, FL 34951 |
| Brownies Water Solutions | 407-841-4321 | 11372 United Way | Orlando, FL 32824 |
| Central Florida Septic | 407-599-0220 | 12112 Phillips Rd. | Groveland, FL 34736 |
| Clear Flow, LLC | 407-982-7755 | P.O. Box 621061 | Orlando, FL 32862 |
| Cloud 9 Services | 407-481-2750 | 1201 W. Jackson Street | Orlando, FL 32805 |
| Crotty Services | 407-851-4960 | 921 N. John Young Pkwy | Kissimmee, FL 34741 |
| Dar Pro | 407-857-5474 | 408 W. Land Street Road | Orlando, FL 328324 |
| Drainage Solutions | 407-658-8822 | 8732 Tall Pine Ln | Orlando, FL 32825 |
| East Star Industries | 904-591-6563 | P.O. Box 516 | Starke, FL 32091 |
| FCC Environmental, LLC | 407-854-1620 | 233 Central Florida Pkwy | Orlando, FL 32824 |
| FCS, Inc. | 727-576-1111 | 3813 126th Ave N. Ste 13 | Clearwater, FL 33762 |
| Florida By Products | 863-425-6706 | 465 Caboose Pl. | Mulberry, FL 33860 |
| Glen Tatum | 407-233-3104 | 4251 Ondich Road | Apopka, FL 32712 |
| Grease Management, Inc | 352-552-8859 | P.O. Box 1650 | Tavares, FL 32778 |
| Greenwave Oil Recovery, LLC | 877-833-0171 | 420 W Mc Nab Rd | Ft Lauderdale, FL 33309 |
| Lapin Services | 407-841-8200 | 3031 W. 40th Street | Orlando, FL 32839 |
| Liquid Environmental Solutions (L) | 866-694-7327 | 1640 Talleyrand Ave. | Jacksonville, FL 32256 |
| Robs Septic | 352-394-3114 | P.O. Box 120549 | Clermont, FL 34712 |
| Shelley's Septic | 407-889-8042 | P.O. Box 249 | Zellwood, FL 32798 |
| South Waste | 407-812-5599 | 241 Sampey Rd. | Groveland, FL 34736 |
| Total Septic | 407-841-0400 | 3003 W. 40th Street | Orlando, FL 32839 |
| Triple T Septic Service | 407-891-0331 | PO Box 701297 | St Cloud, FL 34770 |
| Valley Proteins | 800-871-3406 | PO Box 3588 | Winchester, VA 22604 |
| Your Environmental Services | 407-426-8803 | 428 5th Street | Orlando, FL 32824 |

BID RESPONSE FORM - CONTINUED
THE FOLLOWING SECTION MUST BE COMPLETED BY ALL BIDDERS:

Company Name: _____

NOTE: COMPANY NAME MUST MATCH LEGAL NAME ASSIGNED TO TIN
NUMBER. CURRENT W9 MUST BE SUBMITTED WITH BID.

TIN#: _____ D-U-N-S® # _____

(Street No. or P.O. Box Number) (Street Name) (City)

(County) (State) (Zip Code)

Contact Person: _____

Phone Number: _____ Fax Number: _____

Email Address: _____

| | |
|-----------------------------------|--------------------------|
| <u>EMERGENCY CONTACT</u> | |
| Emergency Contact Person: _____ | |
| Telephone Number: _____ | Cell Phone Number: _____ |
| Residence Telephone Number: _____ | Email: _____ |

ACKNOWLEDGEMENT OF ADDENDA

The Bidder shall acknowledge receipt of any addenda issued to this solicitation by completing the blocks below or by completion of the applicable information on the addendum and returning it not later than the date and time for receipt of the bid. Failure to acknowledge an addendum that has a material impact on this solicitation may negatively impact the responsiveness of your bid. Material impacts include but are not limited to changes to specifications, scope of work/services, delivery time, performance period, quantities, bonds, letters of credit, insurance, or qualifications.

Addendum No. _____, Date _____ Addendum No. _____, Date _____

Addendum No. _____, Date _____ Addendum No. _____, Date _____

AUTHORIZED SIGNATORIES/NEGOTIATORS

The Bidder represents that the following **principals** are authorized to sign bids, negotiate and/or sign contracts and related documents to which the bidder will be duly bound. Principal is defined as an employee, officer or other technical or professional in a position capable of substantially influencing the development or outcome of an activity required to perform the covered transaction.

Name Title Telephone Number/Email

(Signature) (Date)

(Title)

(Name of Business)

The Bidder shall complete and submit the following information with the bid:

Type of Organization

____ Sole Proprietorship ____ Partnership ____ Non-Profit
____ Joint Venture* ____ Corporation

State of Incorporation: _____

Principal Place of Business (Florida Statute Chapter 607): _____
City/County/State

THE PRINCIPAL PLACE OF BUSINESS SHALL BE THE ADDRESS OF THE BIDDER’S PRINCIPAL OFFICE AS IDENTIFIED BY THE FLORIDA DIVISION OF CORPORATIONS.

Federal I.D. number is: _____

* *Joint venture firms must complete and submit with their Bid Response the form titled “Information for Determining Joint Venture Eligibility”, and a copy of the formal agreement between all joint venture parties. This joint venture agreement must indicate the parties’ respective roles, responsibilities and levels of participation for the project. **If proposing as a Joint Venture, the Joint Venture shall obtain and maintain all contractually required insurance in the name of the Joint Venture as required by the Contract. Individual insurance in the name of the parties to the Joint venture will not be accepted.** Failure to timely submit the required form along with an attached written copy of the joint venture agreement may result in disqualification of your Bid Response*

REFERENCE DOCUMENTATION FORM

List at least three (3) clients during the past ten (10) years for which you provided a comparable amount of goods or services substantially similar to those specified in the solicitation in the spaces provided below. Provide the Company name, contact person, address, email address, telephone number, and date services were performed, as described.

1. Company Name: _____

Owner's Name: _____

Description of goods or services provided: _____

Contract Amount: _____

Start and End Date of Contract: _____

Contact Person: _____

Address: _____

Telephone Number: _____

Email Address: _____

2. Company Name: _____

Owner's Name: _____

Description of goods or services provided: _____

Contract Amount: _____

Start and End Date of Contract: _____

Contact Person: _____

Address: _____

Telephone Number: _____

Email Address: _____

3. Company Name: _____

Owner's Name: _____

Description of goods or services provided: _____

Contract Amount: _____

Start and End Date of
Contract: _____

Contact Person: _____

Address: _____

Telephone Number: _____

Email Address: _____

4. Company Name: _____

Owner's Name: _____

Description of goods or services provided: _____

Contract Amount: _____

Start and End Date of
Contract: _____

Contact Person: _____

Address: _____

Telephone Number: _____

Email Address: _____

5. Company Name: _____

Owner's Name: _____

Description of goods or services provided: _____

Contract Amount: _____

Start and End Date of
Contract: _____

Contact Person: _____

Address: _____

Telephone Number: _____

Email Address: _____

DRUG-FREE WORKPLACE FORM

The undersigned Bidder, in accordance with Florida Statute 287.087 hereby certifies that
_____ does:

Name of Business

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph 1.
4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Florida Statute 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 thru 5.

As the person authorized to sign this statement, I certify that this firm complies fully with above requirements.

Bidder's Signature

Date

SCHEDULE OF SUBCONTRACTING, IFB NO. Y23-103-MM

As specified in the General Terms and Conditions and in the Special Terms and Conditions, bidders are to present the details of subcontractor participation.

| Name Of Subcontractor | Address | Type of Work to be Performed | Percent and dollar amount of Contract Amount to be Subcontracted |
|------------------------------|----------------|-------------------------------------|---|
| | | | |
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| | | | |

Company Name: _____

CONFLICT/NON-CONFLICT OF INTEREST STATEMENT

CHECK ONE

To the best of our knowledge, the undersigned bidder has no potential conflict of interest due to any other clients, contracts, or property interest for this project.

OR

The undersigned bidder, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts, or property interest for this project.

LITIGATION STATEMENT

CHECK ONE

The undersigned bidder has had no litigation and/or judgments entered against it by any local, state or federal entity and has had no litigation and/or judgments entered against such entities during the past ten (10) years.

The undersigned bidder, **BY ATTACHMENT TO THIS FORM**, submits a summary and disposition of individual cases of litigation and/or judgments entered by or against any local, state or federal entity, by any state or federal court, during the past ten (10) years.

COMPANY NAME

AUTHORIZED SIGNATURE

NAME (PRINT OR TYPE)

TITLE

Failure to check the appropriate blocks above may result in disqualification of your bid. Likewise, failure to provide documentation of a possible conflict of interest, or a summary of past litigation and/or judgments, may result in disqualification of your bid.

E VERIFICATION CERTIFICATION

Contract No.Y23-103

NAME OF CONTRACTOR: _____ (referred to herein as
“Contractor”)

ADDRESS OF CONTRACTOR:

The undersigned does hereby certify that the above named contractor:

1. Is, or will be, registered with and using the E-Verify system prior to execution of the contract with Orange County; or
2. Is, or will be, registered with the E-Verify system prior to execution of the contract with Orange County, but does not have any employees and does not intend to hire any new employees during the period of time that the contractor will be providing services under the contract; or
3. Is, or will be, registered with the E-Verify system prior to execution of the contract with Orange County, but employs individuals who were hired prior to the commencement of providing labor on the contract and does not intend to hire any new employees during the period of time that the contractor will be providing labor under the contract.

The undersigned acknowledges the use of the E-Verify system for newly hired employees is an ongoing obligation for so long as the contractor provides labor under the contract and that the workforce eligibility of all newly hired employees will be properly verified using the E-Verify system.

In accordance with Section 837.06, Florida Statutes, Contractor acknowledges that whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duties shall be guilty of a misdemeanor in the second degree, punishable as provided in Section 775.082 or Section 775.083, Florida Statutes.

AUTHORIZED SIGNATURE: _____

NAME: _____

TITLE: _____

DATE: _____

**RELATIONSHIP DISCLOSURE FORM
FOR USE WITH PROCUREMENT ITEMS, EXCEPT THOSE WHERE THE COUNTY
IS THE PRINCIPAL OR PRIMARY BIDDER**

For procurement items that will come before the Board of County Commissioners for final approval, this form shall be completed by the Bidder and shall be submitted to the Procurement Division by the Bidder.

In the event any information provided on this form should change, the Bidder must file an amended form on or before the date the item is considered by the appropriate board or body.

Part I

INFORMATION ON BIDDER:

Legal Name of Bidder:

Business Address (Street/P.O. Box, City and Zip Code):

Business Phone: () _____

Facsimile: () _____

**INFORMATION ON BIDDER'S AUTHORIZED AGENT, IF APPLICABLE:
(Agent Authorization Form also required to be attached)**

Name of Bidder's Authorized Agent:

Business Address (Street/P.O. Box, City and Zip Code):

Business Phone: () _____

Facsimile: () _____

Part II

IS THE BIDDER A RELATIVE OF THE MAYOR OR ANY MEMBER OF THE BCC?

___ YES ___ NO

IS THE MAYOR OR ANY MEMBER OF THE BCC THE BIDDER'S EMPLOYEE?

___ YES ___ NO

IS THE BIDDER OR ANY PERSON WITH A DIRECT BENEFICIAL INTEREST IN THE OUTCOME OF THIS MATTER A BUSINESS ASSOCIATE OF THE MAYOR OR ANY MEMBER OF THE BCC?

___ YES ___ NO

If you responded "YES" to any of the above questions, please state with whom and explain the relationship.

(Use additional sheets of paper if necessary)

FREQUENTLY ASKED QUESTIONS (FAQ)
ABOUT THE
RELATIONSHIP DISCLOSURE FORM
Updated 6-28-11

WHAT IS THE RELATIONSHIP DISCLOSURE FORM?

The Relationship Disclosure Form (form OC CE 2D and form OC CE 2P) is a form created pursuant to the County's Local Code of Ethics, codified at Article XIII of Chapter 2 of the Orange County Code, to ensure that all development-related items and procurement items presented to or filed with the County include information as to the relationship, if any, between the applicant and the County Mayor or any member of the Board of County Commissioners (BCC). The form will be a part of the backup information for the applicant's item.

WHY ARE THERE TWO RELATIONSHIP DISCLOSURE FORMS?

Form OC CE 2D is used only for development-related items, and form OC CE 2P is used only for procurement-related items. The applicant needs to complete and file the form that is applicable to his/her case.

WHO NEEDS TO FILE THE RELATIONSHIP DISCLOSURE FORM?

Form OC CE 2D should be completed and filed by the owner of record, contract purchaser, or authorized agent. Form OC CE 2P should be completed and filed by the bidder, offeror, quoter, or respondent, and, if applicable, their authorized agent. In all cases, the person completing the form must sign the form and warrant that the information provided on the form is true and correct.

WHAT INFORMATION NEEDS TO BE DISCLOSED ON THE RELATIONSHIP DISCLOSURE FORM?

The relationship disclosure form needs to disclose pertinent background information about the applicant and the relationship, if any, between, on the one hand, the applicant and, if applicable, any person involved with the item, and on the other hand, the Mayor or any member of the BCC.

In particular, the applicant needs to disclose whether any of the following relationships exist: (1) the applicant is a business associate of the Mayor or any member of the BCC; (2) any person involved with the approval of the item has a beneficial interest in the outcome of the matter *and* is a business associate of the Mayor or any member of the BCC; (3) the applicant is a relative of the Mayor or any member of the BCC; or (4) the Mayor or any member of the BCC is an employee of the applicant. (See Section 2-454, Orange County Code.)

HOW ARE THE KEY RELEVANT TERMS DEFINED?

Applicant means, for purposes of a development-related project, the owner, and, if applicable, the contract purchaser or owner's authorized agent. Applicant means, for purposes of a procurement item, the bidder, offeror, quoter, respondent, and, if applicable, the authorized agent of the bidder, offeror, quoter, or respondent.

Business associate means any person or entity engaged in or carrying on a business enterprise with a public officer, public employee, or candidate as a partner, joint venture, corporate shareholder where the shares of such corporation are not listed on any national or regional stock exchange, or co-owner of property. In addition, the term includes any person or entity engaged in or carrying on a business enterprise, or otherwise engaging in common investment, with a public officer, public employee, or candidate as a partner, member, shareholder, owner, co-owner, joint venture partner, or other investor, whether directly or indirectly, whether

through a Business Entity or through interlocking Parent Entities, Subsidiary Entities, or other business or investment scheme, structure, or venture of any nature. (See Section 112.312(4), Florida Statutes, and Section 2-452(b), Orange County Code.)

Employee means any person who receives remuneration from an employer for the performance of any work or service while engaged in any employment under any appointment or contract for hire or apprenticeship, express or implied, oral or written, whether lawfully or unlawfully employed, and includes, but is not limited to, aliens and minors. (See Section 440.02(15), Florida Statutes.)

Relative means an individual who is related to a public officer or employee as father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, half-sister, grandparent, great grandparent, grandchild, great grandchild, step grandparent, step great grandparent, step grandchild, step great grandchild, person who is engaged to be married to the public officer or employee or who otherwise holds himself or herself out as or is generally known as the person whom the public officer or employee intends to marry or with whom the public officer or employee intends to form a household, or any other natural person having the same legal residence as the public officer or employee. (See Section 112.312(21), Florida Statutes.)

DOES THE RELATIONSHIP DISCLOSURE FORM NEED TO BE UPDATED IF INFORMATION CHANGES?

Yes. It remains a continuing obligation of the applicant to update this form whenever any of the information provided on the initial form changes.

WHERE DO THE RELATIONSHIP DISCLOSURE FORM AND ANY SUBSEQUENT UPDATES NEED TO BE FILED?

For a development-related item, the Relationship Disclosure Form and any update need to be filed with the County Department or County Division where the applicant filed the application. For a procurement item, the Relationship Disclosure Form and any update need to be filed with the Procurement Division.

WHEN DO THE RELATIONSHIP DISCLOSURE FORM AND ANY UPDATES NEED TO BE FILED?

In most cases, the initial form needs to be filed when the applicant files the initial development-related project application or initial procurement-related forms. However, with respect to a procurement item, a response to a bid will not be deemed unresponsive if this form is not included in the initial packet submitted to the Procurement Division.

If changes are made after the initial filing, the final, cumulative Relationship Disclosure Form needs to be filed with the appropriate County Department or County Division processing the application not less than seven (7) days prior to the scheduled BCC agenda date so that it may be incorporated into the BCC agenda packet. When the matter is a discussion agenda item or is the subject of a public hearing, and an update has not been made at least 7 days prior to BCC meeting date or is not included in the BCC agenda packet, the applicant is obligated to verbally present such update to the BCC when the agenda item is heard or the public hearing is held. When the matter is a consent agenda item and an update has not been made at least 7 days prior to the BCC meeting or the update is not included in the BCC agenda packet, the item will be pulled from the consent agenda to be considered at a future meeting.

WHO WILL REVIEW THE INFORMATION DISCLOSED ON THE RELATIONSHIP DISCLOSURE FORM AND ANY UPDATES?

The information disclosed on this form and any updates will be a public record as defined by Chapter 119, Florida Statutes, and may therefore be inspected by any interested person. Also, the information will be made available to the Mayor and the BCC members. This form and any updates will accompany the information for the applicant's project or item.

However, for development-related items, if an applicant discloses the existence of one or more of the relationships described above and the matter would normally receive final consideration by the Concurrency Review Committee or the Development Review Committee, the matter will be directed to the BCC for final consideration and action following committee review.

CONCLUSION:

We hope you find this FAQ useful to your understanding of the Relationship Disclosure Form. Please be informed that if the event of a conflict or inconsistency between this FAQ and the requirements of the applicable ordinance or law governing relationship disclosures, the ordinance or law controls.

Also, please be informed that the County Attorney's Office is not permitted to render legal advice to an applicant or any other outside party. Accordingly, if the applicant or an outside party has any questions after reading this FAQ, he/she is encouraged to contact his/her own legal counsel.

ORANGE COUNTY SPECIFIC PROJECT EXPENDITURE REPORT

This lobbying expenditure form shall be completed in full and filed with all application submittals. This form shall remain cumulative and shall be filed with the department processing your application. Forms signed by a principal's authorized agent shall include an executed Agent Authorization Form.

This is the initial Form: _____
This is a Subsequent Form: _____

Part I

Please complete all of the following:

Name and Address of Principal (legal name of entity or owner per Orange County tax rolls):

Name and Address of Principal's Authorized Agent, if applicable: _____

List the name and address of all lobbyists, Contractors, contractors, subcontractors, individuals or business entities who will assist with obtaining approval for this project. (Additional forms may be used as necessary.)

1. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ___ or No ___

2. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ___ or No ___

3. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ___ or No ___

4. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ___ or No ___

5. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ___ or No ___

6. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ___ or No ___

7. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ___ or No ___

8. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ___ or No ___

Part II

Expenditures:

For this report, an "expenditure" means money or anything of value given by the principal and/or his/her lobbyist for the purpose of lobbying, as defined in section 2-351, Orange County Code. This may include public relations expenditures including, but not limited to, petitions, fliers, purchase of media time, cost of print and distribution of publications. However, the term "expenditure" **does not** include:

- Contributions or expenditures reported pursuant to chapter 106, Florida Statutes;
- Federal election law, campaign-related personal services provided without compensation by individuals volunteering their time;
- Any other contribution or expenditure made by or to a political party;
- Any other contribution or expenditure made by an organization that is exempt from taxation under 26 U.S.C. s. 527 or s. 501(c)(4), in accordance with s.112.3215, Florida Statutes; and/or
- Professional fees paid to registered lobbyists associated with the project or item.

The following is a complete list of all lobbying expenditures and activities (including those of lobbyists, contractors, Contractors, etc.) incurred by the principal or his/her authorized agent and expended in connection with the above-referenced project or issue. **You need not include de minimus costs (under \$50) for producing or reproducing graphics, aerial photographs, photocopies, surveys, studies or other documents related to this project.**

| Date of Expenditure | Name of Party Incurring Expenditure | Description of Activity | Amount Paid |
|-----------------------------------|-------------------------------------|-------------------------|-------------|
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| | | | |
| TOTAL EXPENDED THIS REPORT | | | \$ |

Part III

Original signature and notarization required

I hereby certify that information provided in this specific project expenditure report is true and correct based on my knowledge and belief. I acknowledge and agree to comply with the requirement of section 2-354, of the Orange County code, to amend this specific project expenditure report for any additional expenditure(s) incurred relating to this project prior to the scheduled Board of County Commissioner meeting. I further acknowledge and agree that failure to comply with these requirements to file the specific expenditure report and all associated amendments may result in the delay of approval by the Board of County Commissioners for my project or item, any associated costs for which I shall be held responsible. In accordance with s. 837.06, Florida Statutes, I understand and acknowledge that whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor in the second degree, punishable as provided in s. 775.082 or s. 775.083, Florida Statutes.

Date

Signature of Principal or Principal's Authorized Agent
(check appropriate box)

Printed Name and Title of Person completing this form:

STATE OF FLORIDA)
) ss:
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of physical presence, or online notarization, this ____ day of _____, 20__, by _____ [NAME OF PERSON], as _____ [TYPE OF AUTHORITY,... e.g. officer, trustee, etc.]) for _____ [NAME OF PARTY ON BEHALF OF WHOM INSTRUMENT WAS EXECUTED].

Personally Known; OR
 Produced Identification. Type of identification produced: _____.
[CHECK APPLICABLE BOX TO SATISFY IDENTIFICATION REQUIREMENT OF FLA. STAT. §117.05]

Notary Public
My Commission Expires:

(Printed, typed or stamped commissioned name of Notary Public)

FREQUENTLY ASKED QUESTIONS (FAQ)
ABOUT THE
SPECIFIC PROJECT EXPENDITURE REPORT
Updated 3-1-11

WHAT IS A SPECIFIC PROJECT EXPENDITURE REPORT (SPR)?

A Specific Project Expenditure Report (SPR) is a report required under Section 2-354(b) of the Orange County Lobbying Ordinance, codified at Article X of Chapter 2 of the Orange County Code, reflecting all lobbying expenditures incurred by a principal and their authorized agent(s) and the principal's lobbyist(s), contractor(s), subcontractor(s), and Contractor(s), if applicable, for certain projects or issues that will ultimately be decided by the Board of County Commissioners (BCC).

Matters specifically exempt from the SPR requirement are ministerial items, resolutions, agreements in settlement of litigation matters in which the County is a party, ordinances initiated by County staff, and some procurement items, as more fully described in 2.20 of the Administrative Regulations.

Professional fees paid by the principal to his/her lobbyist for the purpose of lobbying need not be disclosed on this form. (See Section 2-354(b), Orange County Code.)

WHO NEEDS TO FILE THE SPR?

The principal or his/her authorized agent needs to complete and sign the SPR and warrant that the information provided on the SPR is true and correct.

A principal that is a governmental entity does not need to file an SPR.

HOW ARE THE KEY RELEVANT TERMS DEFINED?

Expenditure means "a payment, distribution, loan, advance, reimbursement, deposit, or anything of value made by a lobbyist or principal for the purpose of lobbying. This may include public relations expenditures (including but not limited to petitions, flyers, purchase of media time, cost of print and distribution of publications) but does not include contributions or expenditures reported pursuant to Chapter 106, Florida Statutes, or federal election law, campaign-related personal services provided without compensation by individuals volunteering their time, any other contribution or expenditure made by or to a political party, or any other contribution or expenditure made by an organization that is exempt from taxation under 26 U.S.C. s. 527 or s. 501(c)(4)." (See Section 112.3215, Florida Statutes.) Professional fees paid by the principal to his/her lobbyist for the purpose of lobbying are not deemed to be "expenditures." (See Section 2-354, Orange County Code.)

Lobbying means seeking "to encourage the approval, disapproval, adoption, repeal, rescission, passage, defeat or modification of any ordinance, resolution, agreement, development permit, other type of permit, franchise, vendor, Contractor, contractor, recommendation, decision or other foreseeable action of the [BCC]," and "include[s] all communications, regardless of whether initiated by the lobbyist or by the person being lobbied, and regardless of whether oral, written or electronic." (See Section 2-351, Orange County Code.) Furthermore, *lobbying* means communicating "directly with the County Mayor, with any other member of the [BCC], or with any member of a procurement committee." (See Section 2-351, Orange County Code.) *Lobbying* also

means communicating “indirectly with the County Mayor or any other member of the [BCC]” by communicating with any staff member of the Mayor or any member of the BCC, the county administrator, any deputy or assistant county administrator, the county attorney, any county department director, or any county division manager. (See Section 2-351, Orange County Code.) *Lobbying* does not include the act of appearing before a Sunshine Committee, such as the Development Review Committee or the Roadway Agreement Committee other than the BCC.

Principal means “the person, partnership, joint venture, trust, association, corporation, governmental entity or other entity which has contracted for, employed, retained, or otherwise engaged the services of a lobbyist.” *Principal* may also include a person, partnership, joint venture, trust, association, corporation, limited liability corporation, or other entity where it or its employees do not qualify as a lobbyist under the definition set forth in Section 2-351 of the Orange County Code but do perform lobbying activities on behalf of a business in which it has a personal interest.

DOES THE SPR NEED TO BE UPDATED IF INFORMATION CHANGES?

Yes. It remains a continuing obligation of the principal or his/her authorized agent to update the SPR whenever any of the information provided on the initial form changes.

WHERE DO THE SPR AND ANY UPDATES NEED TO BE FILED?

The SPR needs to be filed with the County Department or County Division processing the application or matter. If and when an additional expenditure is incurred subsequent to the initial filing of the SPR, an amended SPR needs to be filed with the County Department or County Division where the original application, including the initial SPR, was filed.

WHEN DO THE SPR AND ANY UPDATES NEED TO BE FILED?

In most cases, the initial SPR needs to be filed with the other application forms. The SPR and any update must be filed with the appropriate County Department or County Division not less than seven (7) days prior to the BCC hearing date so that they may be incorporated into the BCC agenda packet. (See Section 2-354(b), Orange County Code.) When the matter is a discussion agenda item or is the subject of a public hearing, and any additional expenditure occurs less than 7 days prior to BCC meeting date or updated information is not included in the BCC agenda packet, the principal or his/her authorized agent is obligated to verbally present the updated information to the BCC when the agenda item is heard or the public hearing is held. When the matter is a consent agenda item and an update has not been made at least 7 days prior to the BCC meeting or the update is not included in the BCC agenda packet, the item will be pulled from the consent agenda to be considered at a future meeting.

WHO WILL BE MADE AWARE OF THE INFORMATION DISCLOSED ON THE SPR AND ANY UPDATES?

The information disclosed on the SPR and any updates will be a public record as defined by Chapter 119, Florida Statutes, and therefore may be inspected by any interested person. Also, the information will be made available to the Mayor and the BCC members. This information will accompany the other information for the principal’s project or item.

CONCLUSION:

We hope you find this FAQ useful to your understanding of the SPR. Please be informed that in the event of a conflict or inconsistency between this FAQ and the requirements of the applicable ordinance governing specific project expenditure reports, the ordinance controls.

Also, please be informed that the County Attorney's Office is not permitted to render legal advice to a principal, his/her authorized agent, or any other outside party. Accordingly, if after reading this FAQ the principal, his/her authorized agent or an outside party has any questions, he/she is encouraged to contact his/her own legal counsel.

AGENT AUTHORIZATION FORM

I/We, (Print Bidder name) _____, Do hereby authorize (print agent's name), _____, to act as my/our agent to execute any petitions or other documents necessary to affect the CONTRACT approval PROCESS more specifically described as follows, (IFB NUMBER AND TITLE) _____, and to appear on my/our behalf before any administrative or legislative body in the county considering this CONTRACT and to act in all respects as our agent in matters pertaining TO THIS CONTRACT.

Signature of Bidder

Date

STATE OF FLORIDA)
) ss:
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of physical presence, or online notarization, this ____ day of _____, 20__, by _____ [NAME OF PERSON], as _____ [TYPE OF AUTHORITY,... e.g. officer, trustee, etc.]] for _____ [NAME OF PARTY ON BEHALF OF WHOM INSTRUMENT WAS EXECUTED].

- Personally Known; OR
 - Produced Identification. Type of identification produced: _____.
- [CHECK APPLICABLE BOX TO SATISFY IDENTIFICATION REQUIREMENT OF FLA. STAT. §117.05]

Notary Public
My Commission Expires:

(Printed, typed or stamped commissioned name of Notary Public)

LEASED EMPLOYEE AFFIDAVIT

I affirm that an employee leasing company provides my workers' compensation coverage. I further understand that my contract with the employee leasing company limits my workers' compensation coverage to enrolled worksite employees only. My leasing arrangement does not cover un-enrolled worksite employees, independent contractors, uninsured sub-contractors or casual labor exposure.

I hereby certify that 100% of my workers are covered as worksite employees with the employee leasing company. I certify that I do not hire any casual or uninsured labor outside the employee leasing arrangement. I agree to notify the County in the event that I have any workers not covered by the employee leasing workers' compensation policy. In the event that I have any workers not subject to the employee leasing arrangement, I agree to obtain a separate workers' compensation policy to cover these workers. I further agree to provide the County with a certificate of insurance providing proof of workers' compensation coverage prior to these workers entering any County jobsite.

I further agree to notify the County if my employee leasing arrangement terminates with the employee leasing company and I understand that I am required to furnish proof of replacement workers' compensation coverage prior to the termination of the employee leasing arrangement.

I certify that I have workers' compensation coverage for all of my workers through the employee leasing arrangement specified below:

Name of Employee Leasing Company: _____

Workers' Compensation Carrier: _____

A.M. Best Rating of Carrier: _____

Inception Date of Leasing Arrangement: _____

I further agree to notify the County in the event that I switch employee-leasing companies. I recognize that I have an obligation to supply an updated workers' compensation certificate to the County that documents the change of carrier.

Name of Contractor: _____

Signature of Owner/Officer: _____

Title: _____ Date: _____

INFORMATION FOR DETERMINING JOINT VENTURE ELIGIBILITY

If the bidder is submitting as a joint venture, please be advised that this form **MUST** be completed and the **REQUESTED** written joint-venture agreement **MUST** be attached and submitted with this form.

HOWEVER, IF THE BIDDER IS NOT A JOINT VENTURE, CHECK THE FOLLOWING BLOCK: () NOT APPLICABLE

1. Name of joint venture: _____

2. Address of joint venture: _____

3. Phone number of joint venture: _____

4. Identify the firms which comprise the joint venture: _____

5. Describe the role of the MWBE / Labor Surplus Area(LSA) Firm (if applicable) in the joint venture: _____

6. Provide a copy of the joint venture's written contractual agreement.

7. What is the claimed percentage of ownership and identify any MWBE/LSA partners (if applicable)?

INFORMATION FOR DETERMINING JOINT VENTURE ELIGIBILITY – PAGE 2

8. Ownership of joint venture: (This need not be filled in if described in the joint venture agreement provided by question 6.)

(a) Profit and loss sharing:

(b) Capital contributions, including equipment:

(c) Other applicable ownership interests:

9. Control of and participation in this contract. Identify by name, race, sex, and "firm" those individuals (and their titles) who are responsible for day-to-day management and policy decision making, including, but not limited to, those with prime responsibility for:

(a) Financial decisions: _____

(b) Management decisions, such as:

(1) Estimating:

(2) Marketing and sales:

(3) Hiring and firing of management personnel:

INFORMATION FOR DETERMINING JOINT VENTURE ELIGIBILITY – PAGE 3

(4) Purchasing of major items or supplies:

(c) Supervision of field operations:

NOTE: If, after filing this form and before the completion of the joint venture's work on the subject contract, there is any significant change in the information submitted, the joint venture must inform the County in writing.

* **Joint venture must be properly registered with the Florida Division of Corporations before the contract award and the name of the Joint Venture must be the same name used in the Bid Response.**

AFFIDAVIT

"The undersigned swear or affirm that the foregoing statements are correct and include all material information necessary to identify and explain the terms and operation of our joint venture and the intended participation by each joint venturer in the undertaking. Further, the undersigned covenant and agree to provide to the County current, complete and accurate information regarding actual joint venture work and the payment therefore and any proposed changes in any of the joint venture. Also, permit authorized representatives of the County to audit and examine records of the joint venture. Any material misrepresentation will be grounds for terminating any contract which may be awarded and for initiating action under Federal or State laws concerning false statements."

Name of Firm: _____ Name of Firm: _____

Signature: _____ Signature: _____

Name: _____ Name: _____

Title: _____ Title: _____

Date: _____ Date: _____



**CONTRACT NO. Y23-103
GREASE TRAPS AND LIFT STATION MAINTENANCE
WITH SEPTIC TANK PUMP-OUTS**

This contract is not valid unless bilaterally executed. Subject to mutual agreement Orange County, Florida, hereby enters into a contract subject to the following:

1. Ordering against Contract:
 - A. Unless otherwise specified in the Invitation for Bids, the County will place orders by issuance of a numbered Delivery Order against this contract. Each Delivery Order will specify the quantity, description and location for deliver.
 - B. The obligations of Orange County under this contract are subject to need and availability of funds lawfully appropriated for its purpose by the Board of County Commissioners or other funding source as specified in the terms and conditions.

2. Taxes:

The County has the following tax exemption certificates assigned.

- A. Certificate of Registry No. 59-70-004K for tax free transactions under Chapter 32, Internal Revenue Code;
- B. Florida Sales and Use Tax Exemption Certificate No. 85-8012622266C-0.

3. Invoicing:

- A. Invoices must be submitted, in duplicate, referencing this contract number and the Delivery Order to:

Orange County Administrative Services
Fiscal and Operational Support
400 East South Street, 5th Floor
Orlando, Florida 32801
Phone (407) 836-0052

- B. Invoices against this contract are authorized only at the prices stated in your bid response, unless otherwise provided in the Invitation for Bids.

4. Counterpart (1):
Bidder's Irrevocable Offer and Acceptance

- A. The Bidder hereby submits an irrevocable offer in response to **Invitation for Bids No. Y23-103-MM, GREASE TRAPS AND LIFT STATION MAINTENANCE WITH SEPTIC TANK PUMP-OUTS - Term Contract**, subject to all general terms and conditions and special terms and conditions therein without exception.
- B. All requirements contained in any addenda to the solicitation for this procurement are part of and hereby incorporated into this contract.
- C. Debarment, Suspension, Ineligibility and Voluntary Exclusion
By executing Counterpart (1) the Bidder affirms that it is in compliance with the requirements of 2 C.F.R. Part 180 and that neither it, its principals, nor its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(COMPANY NAME)

BY: _____ (Authorized Signatory)

_____ (Name)

_____ (Title)

DATE: _____

NOTICES: _____ (Address)

_____ (Address)

_____ (City, State Zip)

_____ (Phone)

_____ (Email)

5. Counterparts. This Agreement may be executed in two identical counterparts, all of which shall be considered one and the same agreement and shall become effective when both counterparts have been signed by each party and delivered to the other party.

Counterpart (1) shall be executed by the bidder and included in the sealed bid response.

Counterpart (2) may be executed by the County Procurement Division to formalize Acceptance of Bidders Offer and Contract Award.

6. Counterpart (2):
Orange County's Acceptance of Bidder's Offer and Contract Award
- A. The County's acceptance of the Bidder's offer in response to our **Invitation for Bids No. Y23-103-MM, GREASE TRAPS AND LIFT STATION MAINTENANCE WITH SEPTIC TANK PUMP-OUTS - Term Contract.**
 - B. This contract is effective **EFFECTIVE DATE**, and shall remain in effect through **EXPIRATION DATE**.
 - C. The estimated contract award for the initial term of the contract is

\$ _____
 - D. This is a term contract for the time period specified in the referenced Invitation for Bids, for the products/services covered by this contract. The County is not obligated to purchase any minimum amount of products or services, unless otherwise stipulated in the Invitation for Bids. The bidder is granted authorization to proceed to perform services upon receipt of duly executed Delivery Order.
 - E. This contract may be renewed as provided in the Invitation for Bids.
 - F. Any amendments modifying the terms, conditions or scope of this contract must be in writing and signed by both parties. Such amendment(s) must be signed by the representative of the Orange County Procurement Division to be valid, binding, and enforceable.
 - G. This contract may be cancelled or terminated as provided for in the Invitation for Bids.

ORANGE COUNTY, FLORIDA

BY: _____
Name, Title
Procurement Division

DATE: _____

**NOTICES: PROCUREMENT DIVISION
INTERNAL OPERATIONS CENTRE II
400 EAST SOUTH STREET, 2ND FLOOR
ORLANDO, FLORIDA 32801
(407) 836- 5635**