

**Issue Date: October 12, 2016**

**INVITATION FOR BIDS #Y17-139-LC**

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

**GREASE TRAP CLEANING, MAINTENANCE AND REPAIR FOR OCCC  
TERM CONTRACT**

Sealed bid offers in an **original** and **three (3) copies** for furnishing the above will be accepted up to **2:00 PM (local time), Thursday, November 10, 2016** in the Procurement Division, Internal Operations Centre II, 400 E. South Street, 2nd Floor, Orlando, FL 32801.

Copies of the bid documents may be obtained from the Orange County Procurement Division at the above address. Copies may be requested by phoning (407) 836-5635 or by download from the Internet at:

<http://apps.ocfl.net/orangebids/bidopen.asp>

A **Non-Mandatory Pre-Bid Conference** will be held on **Friday, October 21, 2016, 10:00A.M.**, located at **Orange County Convention Center, 9800 International Drive, South Building – South Room 231A, Orlando, Florida, 32819.** **Attendance is not mandatory but is encouraged.**

Carrie Woodell, MPA, CFCM, CPPO, C.P.M.  
Manager, Procurement Division

**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 Linda Carson, Senior Purchasing Agent at [Linda.Carson@ocfl.net](mailto:Linda.Carson@ocfl.net).

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## 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 sealed in an envelope bearing the bid number on the outside and mailed or presented to the Procurement Division on or before the specified time and date. **Failure to comply with the preceding requirements shall result in the rejection of the bid.**

**Bids submitted by e-mail, telephone or fax shall not be accepted. An e-mailed or a faxed bid shall be rejected as non-responsive regardless of where it is received.**

It is the sole responsibility of the Bidder to ensure that their bid reaches the Procurement Division. All bids, unless otherwise specified, must be delivered to the following address no later than the time and date specified in the solicitation:

Procurement Division  
Internal Operations Centre II  
400 E. South Street, 2nd Floor  
Orlando, FL 32801

Bidders are cautioned that they are responsible for delivery to the specific location cited above. Therefore, if your bid is delivered by an express mail carrier or by any other means, it is your responsibility to ensure delivery to the above address. This office will not be responsible for deliveries made to any place other than the specified address.

**The County shall not be responsible for delays caused by any occurrence. The time/date stamp clock located in the Procurement Division 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. Late bids will be returned to the Bidder unopened. 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).**

All bids must be typewritten or filled in with pen and ink, and must be signed in ink by an officer or employee having authority to bind the company or firm. Errors, corrections, or changes on any document must be initialed by the signatory of the bid.

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 [Linda.Carson@ocfl.net](mailto:Linda.Carson@ocfl.net), no later than 5:00 PM Friday, October 28, 2016 to the attention of Linda Carson, Procurement Division, referencing the IFB number. When required the Procurement Division shall issue an addendum to the Invitation for Bids. The addendum shall be available on the Internet 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. 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.

**4. 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.

5. **NO BID**

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

6. **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.

7. **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.

8. **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.

9. **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 the Orange County Board of County Commissioners, or other specified funding source for this procurement.

## **10. EEO STATEMENT**

It is hereby declared that equal opportunity and nondiscrimination shall be the County's policy intended to assure equal opportunities to every person, regardless of race, religion, sex, sexual orientation and gender expression/identity, 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 by Section 17-314 of the Orange County Code and the County Administrative Regulations.

Further, the Contractor shall abide by the following provisions:

- A. The Contractor shall represent that the Contractor has adopted and maintains a policy of nondiscrimination as defined by applicable County ordinance throughout the term of this contract.
- B. The Contractor shall allow reasonable access to all business and employment records for the purpose of ascertaining compliance with the non-discrimination provision of the contract.

The provisions of the prime contract shall be incorporate by the Contractor into the contracts of any applicable subcontractors.

## **11. BID TABULATION AND RESULTS**

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.

## **12. BID FORMS**

All bids must be submitted on the County's standard Bid Response Form. Bids on Bidder's quotation forms shall not be accepted.

## **13. FLORIDA PREFERENCE**

In the event this Invitation for Bids is to acquire personal property and the lowest responsive and responsible bid submitted in response to this Invitation for Bids, is by a bidder whose principal place of business is in a state other than Florida and such state or political subdivision thereof grants a preference for the purchase of personal property to a person whose principal place of business is in said state, then Orange County Florida may award a preference to the lowest responsive and responsible bidder having a principal place of business within the State of Florida. Such preference shall be equal to the preference granted by the state in which the lowest responsive and responsible bidder has its principal place of business. This section shall not apply to transportation projects in which Federal aid funds are used.

Any bidder whose principal place of business is outside the State of Florida must accompany any written bid documents with a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that state to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contracts. Reference Florida Statutes 287.084.

#### 14. 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.**

1. **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.**
2. **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.**

#### 15. 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 Board of County Commissioners 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.

**16. 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.

**17. 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.

**18. 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](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.

**19. DRUG-FREE WORKPLACE FORM**

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

**20. 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".

**21. CONFLICT OF INTEREST FORM**

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



**22. 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 purchasing 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 the Orange County Board of County Commissioners. 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 purchasing agent identified in this solicitation. Also, a listing of the most frequently asked questions concerning these forms is attached to each for your information.

**23. SUBMISSION OF BID**

The bid must be mailed or hand delivered in a sealed envelope to:

**ORANGE COUNTY PROCUREMENT DIVISION**  
Internal Operations Centre II  
400 E. South Street, 2nd Floor  
Orlando, Florida 32801

**Bidders must indicate on the sealed envelope the following:**

- A. **Invitation for Bids Number**
- B. **Hour and Date of Opening**
- C. **Name of Bidder**

Bids received after the time, date, and/or at the location specified, due to failure to identify the envelope with the above information shall be rejected.

**24. 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.

**25. PROPRIETARY/RESTRICTIVE SCOPE OF WORK/SERVICES**

If a prospective bidder considers the scope of work/services 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.

**26. ASSISTANCE WITH SCOPE OF WORK/SERVICES**

Any prospective bidder who assisted the County in developing or writing the scope of work/services contained herein are requested to so note such on the bid response page.

**27. 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.

**28. 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.

**29. 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.

**30. 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.

**31. 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.

**32. 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.

**33. 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 services 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 services under the contract with the County. Contractor shall ensure the County has these same rights with subcontractors and suppliers.

**34. 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.

**35. 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.

**36. 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.

**37. VERIFICATION OF EMPLOYMENT STATUS**

Prior to the employment of any person under this contract, the Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the contract term, and an express requirement that Contractors include in such subcontracts the requirement that subcontractors performing work or providing services pursuant to the state contract utilize 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.

**38. 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 proposers should be aware that Invitation for Bids and the responses thereto are in the public domain. Bidders must identify specifically any information contained in their response which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, **citing specifically the applicable exempting law**. If a Bidder fails to cite the applicable exempting law, we will treat the information as public.

**39. 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.

All Contracts in excess of one hundred thousand dollars (\$100,000) shall comply with all the requirements of Section 114 of the Clean Air Act (42 USC 7401 et seq.) as amended and Section 308 of the Federal Water Pollution Control Act (33 USC 1251 et seq.) as amended.

**40. 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 :**

**Teresa Miller, Procurement Public Records Liaison  
400 E. South Street, 2<sup>nd</sup> Floor, Orlando, FL 32801  
407-836-5897  
[Teresa.Miller@ocfl.net](mailto:Teresa.Miller@ocfl.net)**

## **SPECIAL TERMS AND CONDITIONS**

### **1. PRE-BID CONFERENCE**

All interested parties are invited to attend a **Pre-Bid Conference** on **Friday, October 21, 2016, 10:00 A.M. located at Orange County Convention Center, 9800 International Drive, South Building – South Room 231A, Orlando, Florida, 32819.**

At this time, the County's representative will be available to answer questions relative to this Invitation for Bids. Any suggested modifications may be presented in writing to, or discussed with, the County's representative(s) at this meeting and may be considered by said representative(s) as possible amendments to the Invitation for Bids. All bidders that desire to have a walk-through of the sites under this bid will be scheduled with the appropriate OCCC Facility Operations Representative.

### **2. INSPECTION OF FACILITIES/AREAS**

It is the bidder's responsibility to be fully informed as to where items are installed and/or the nature and extent of the work required and its relation to any other work in the area, including possible interference from other site activities. Failure to visually inspect the facilities may be cause for disqualification of your bid. After the bid has been awarded, no additional compensation will be made as a result of differences between actual labor and materials required to complete the project and the Bidder's estimate prior to bid award.

### **3. QUALIFICATION OF BIDDERS**

This bid shall be awarded to a responsible, responsive bidder, qualified by experience to provide the work specified. The Bidder shall submit the following information with the bid:

- A. Provide a list and brief description of similar work satisfactorily completed with location, dates of contract, names, addresses and telephone numbers of owners by completing the reference sheets. A minimum of three (3) commercial references must be provided.
- B. Provide a list and a description of equipment, facilities and manpower available to do the work, including ability to respond to multiple, concurrent after hours calls for emergency repairs.
- C. Submit proof, in the form of a business tax receipt or any other incorporation document that demonstrates that the company has been in business a minimum of five years and has a minimum of five (5) years of similar experience in grease trap, lift station and oil/sand separators preventative maintenance services, repair and replacement of same.
- D. By submittal of a bid, the bidder agrees that the County shall make the sole determination as to whether or not sufficient experience and expertise exist and the bidder's protocol is sufficient to achieve the desired results.

- E. List of personnel, by name and title, contemplated to perform the work. Include copies of relevant certifications and training received from manufacturers, national associations and/or trade schools for service technicians. Technicians assigned to this contract shall have a minimum of three (3) years' experience performing similar work. Resumes must be provided for management and service personnel.
- F. Submit proof, in the form of an occupational license of the principal place of business, that the business and all associated equipment is located physically within Orange, Lake, Seminole or Osceola Counties in Florida.

**Failure to submit the above 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.

**4. 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.

**5. SECURITY AND IDENTIFICATION**

- A. All costs for background investigations will be Contractor's responsibility. The County shall have the right to request any additional investigative background information including, but not limited to, the employment record, Right-To-Know records, E-Verify system records (if the Contractor uses this service as a means to determine employment eligibility, available through [www.uscis.gov](http://www.uscis.gov)), training records, payroll records, position for which hired including site location of any personnel assigned to perform the services. The Contractor shall furnish, in writing, such information to the extent allowed by law, prior to commencement of services. The County reserves the right to conduct its own investigation of any employee of the Contractor.
- B. Background Checks for the Contractor's staff must be approved by OCC Security team prior to working in any County facility. Contractors are responsible for obtaining the necessary forms for background checks as follows. The background checks must be performed yearly:
  - 1. For all Contractor's staff and/or employee that will be working at any part of the Convention Center and related facilities, including Canadian Court Parking Structure, the Contractor



shall perform background checks at its expense and submit them to OCCC for determining whether the employee is acceptable to be allowed to work for OCCC. The background checks must be submitted each year the contract is valid.

2. The contractor shall provide a level 1 (5 years) background check for any employees before starting work to include:
  - a. Identification Verification
  - b. Selective Service Status (registered/unregistered).
  - c. FDLE Automated Criminal Record
  - d. Clerk of Courts by County of Residence
  - e. Employment Verification
  - f. DMB by State Residence
  - g. Military Verification
  - h. Professional License and Certification Check
- C. Contractor's employees will not be allowed in Orange County Convention Center without completed and approved background investigations.
- D. Upon termination or transfer of any employee of the Contractor working under this contract, the Contractor shall immediately notify the County Representative, in writing, of such termination or transfer.
- E. The Contractor shall report the arrest of any employee working under the terms of this contract to the Orange County Convention Center Representative within twenty four (24) hours of the arrest or knowledge of the arrest. It shall be subject to the approval of the Orange County Convention Center whether the employee shall continue to work at Center locations within this contract.
- F. The Contractor shall ensure that all vehicles used by their staff are properly identified with the companies name and logo.
- G. The Contractor shall remove from Convention Center premises any of his employees who, in the opinion of the County's Representative, or designee, is not performing the services in a proper manner, or who is incompetent, disorderly, abusive, dangerous, disruptive, or does not comply with the rules and regulations of the County. The Contractor shall in no way, interpret such removal to require dismissal or other disciplinary action of the employee. Employees shall not use controlled substances, unless prescribed, nor illegal substances, and shall not use alcohol on the Center premises. The Convention Center Representative will request that anyone suspected of working under the influence of alcohol or controlled substances be removed from the workplace.
- H. The Contractor shall use employees of any temporary help-type employment agency to supplement his work force in County buildings provided the employees are skilled and competent of the work being performed.

- I. The Contractor shall prevent any of its employees from opening, tampering with, using or moving any items of equipment, such as calculators, computers, telephones, fax machines, storage containers, desks, etc., or entering into any area unless required in the performance of the services.
- J. The Contractor shall establish, implement and maintain procedures and controls to ensure each of their employee's complies with all applicable provisions of the contract and all site rules, policies and practices of the Convention Center.

**6. 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.

**7. AWARD**

Award shall be made on an "All-or-None Total Estimated Bid" basis to the lowest responsive and responsible Bidder. If the Bidder fails to respond, they will be considered non-responsive.

**8. 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.

**9. PERFORMANCE**

**Timely performance is of the essence in the award of this Invitation for Bids.** Performance shall be no later than **four (4)** 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)** hours from the beginning of such delay, notify the Manager, Procurement Division in writing of the cause(s) of the delay.

## 10. 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.

If the Contractor's failure to perform the contract arises from causes beyond the control and without the fault or negligence of the Contractor the contract shall not be terminated for default. Examples of such causes include (1) acts of God or the public enemy, (2) acts of a government in its sovereign capacity, (3) fires, (4) floods, (5) epidemics, (6) strikes and (7) unusually severe weather.

**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.**

**11. 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.

**12. PAYMENT**

Partial billing shall be accepted only for services rendered within the specified delivery period. Payments for services rendered after this specified delivery period shall be made after the entire order is completed and accepted by Orange County. Payment shall be made in accordance with Florida Statute 218, Local Government Prompt Payment Act. Payment for accepted services shall be accomplished by submission of an invoice, in duplicate, to:

Orange County Convention Center  
Attn: Procurement Coordinator  
P.O. Box 691509 Orlando, FL 32869-1509  
Phone (407) 685-5701

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

**13. DEBRIS**

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

**14. 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>

**15. 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/](http://www.floir.com/companysearch/) and A.M. Best Ratings are available at [www.ambest.com](http://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 \$1,000,000 (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

Optional Coverage:

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 the Orange County Board of County Commissioners.

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 Board of County Commissioners  
c/o Procurement Division  
400 E. South Street, 2<sup>nd</sup> Floor  
Orlando, Florida 32801

**16. 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 three (3) years. The contract may be renewed for two (2) 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.

**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 the entirety of the initial (3 year) contract period. A price escalation/de-escalation will be considered at the time of contract renewal and at 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 contract renewal 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](http://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. If approved, the price adjustment shall become effective on the contract renewal date. 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. MARKET CONDITIONS**

The County reserves the right to purchase on the open market should lower market prices prevail, at which time the Contractor shall have the option of meeting the lower price or relieving the County of any obligation previously understood.

**19. 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.

**20. 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.

**21. 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.

**22. ATTACHMENTS**

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

- A. Attachment A, Grease Trap Identification Spreadsheet
- B. Attachment B, Map of Grease Trap Locations
- C. Attachment C, Parking Pass and Directions to Room W220
- D. Attachment D, Oil & Grease Prevention Program
- E. Attachment E, OC Ordinance No, 2010-02 Chapter 37 Article XX, Public and Privation Sewer System Use Requirements

**23. 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.

**24. 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.

**25. 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.**

## SCOPE OF SERVICES

### 1. GENERAL

Contractor shall provide labor, materials, equipment, transportation, and facilities necessary to inspect and pump out commercial grade grease traps and components, oil/sand separators, and a lift station identified in the bid documents. This may also include cleaning the grease traps, using mechanical drain line cleaning devices or jetting, from the nearest clean out to each grease trap. The Contractor shall also provide bioremediation service (use of enzymes and/or bacteria) of grease waste and drains and drain lines as listed in the bid sheets. This may also include cleaning the grease traps, using mechanical drain line cleaning devices or jetting, for the nearest clean out to each grease trap.

#### A. Hours of Performance:

1. Standard Hours: Standard working hours are Monday through Friday, 7:00 AM to 5:00 PM, excluding Orange County Holidays.
2. Non-Standard Hours: Non-Standard working hours are other than Monday through Friday, 7:00 AM to 5:00 PM, weekends, and including Orange County Holidays. The Contractor must provide a 24-hour point of contact for non-standard working hours.

B. The Contractor shall maintain sole responsibility for the actions of its employees and subcontractors.

C. All personnel provided by the Contractor, whether employees of the Contractor or Subcontractors, shall be competent, experienced, courteous, properly dressed with shirt displaying the company name/logo, photo ID badge and skilled in the maintenance and repair of grease trap systems.

D. All Contractor personnel, including subcontractors, must identify themselves at the appropriate location upon arrival on-site and prior to beginning work and upon completion of work and leaving the site.

#### E. Travel/Mileage Costs

The Contractor shall be responsible for all its travel and per diem costs to and from the various County facilities. Travel time shall not be included quoting and/or invoicing for as-needed or emergency repairs and shall not be compensated by the County under any circumstances. Billable hours for repairs start when arriving at site.

#### F. Parking

The County will identify locations where Contractor vehicle parking is available. OCCC will not be responsible for any damage to Contractor or Contractor's employees' vehicles while parked on Orange County property.

## **2. SAFETY**

- A. Prior to 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.
- B. The Contractor shall prepare and maintain a Safety Plan to ensure that work performed herein conforms to contract requirements. The Contractor's Safety Plan shall be submitted to the County Representative for review and approval within ten (10) business days following contract award.
- C. The County Representative will review the Safety Plan and provide comments to the Contractor within five (5) business days following receipt of the plan. The Contractor shall finalize the Safety Plan within five (5) business days following receipt of the comments.
- D. The Contractor shall provide and ensure the wearing of necessary protective clothing, masks, eye protection, hearing protection, shoes, etc. as required by any applicable laws, regulations, ordinances, and/or manufacturer's instructions.
- E. 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 moved from the County's premises.
- F. Any damage to County facilities or property due to the services performed by the Contractor will be the responsibility of the Contractor.

## **3. PERFORMANCE**

- A. Maintenance work shall be scheduled to provide the least inconvenience to building occupants and visitors. Due to show activity, this may mean work will need to be done outside the standard operating hours without any additional charges.
- B. All workmanship shall meet the standards specified herein, and shall be accomplished in accordance with approved and accepted standards of the (1) industry, (2) equipment manufacturer, (3) applicable Federal and local standards and codes, and (4) applicable building and safety codes.

## **4. SPECIFICATIONS AND REQUIREMENTS, GREASE TRAPS PREVENTATIVE MAINTENANCE AND MAINTENANCE DEFINITIONS AND FREQUENCIES**

### **A. General Requirements**

- 1. Grease Trap (Tank) Inspection:

- a. The Contractor shall complete a preliminary questionnaire to identify the past and potential usage of the grease trap system. The inspection shall include locating, digging and removing the covers on the tank, checking baffles (inlet & outlet), sludge & scum levels, and overall condition.
- b. The inspection will also include tracing the exit pipe from the treatment tank to the pump chamber and/or distribution box and out to the absorption area. All components are located, uncovered and inspected.
- c. The Contractor shall perform a functional test of the grease trap system. When tanks are pumped out, the Contractor shall check for cracks, holes and other deficiencies that were previously hidden below the surface.
- d. The Contractor shall submit an inspection report of grease trap system and components condition to the OCCC Facility Operations representative.

## 2. Grease Trap Cleaning:

The Orange County Convention Center will provide:

- a. Water for pipe cleaning equipment at a location to be specified.
- b. Access to site to include mowing and debris removal, if necessary.

## 3. Execution

### a. Cleaning Precautions:

During grease trap 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 or drains are used, precautions shall be taken to insure that the water pressure created does not damage or cause flooding of the public or private property being served by the grease trap. Care shall be exercised to avoid pipe damage. The Contractor shall be responsible for any and all damages to the pipe resulting from negligence or the improper use of equipment.

### b. Grease Trap Cleaning:

The designated grease trap manhole sections shall be cleaned using hydraulically propelled, high velocity jet. The equipment shall be capable of removing dirt, grease, rocks, sand, and other materials and obstruction from the grease trap lines and the manholes.

c. **Material Removal:**

1. Debris such as dirt, sand, rocks, grease, and other solid or semi-solid material resulting from the cleaning operation shall be removed by the contractor.
2. Passing of material which could cause line stoppage, accumulations of sand in wet wells or damage pumping equipment shall not be permitted.

**B. Scheduling of services**

The Contractor shall follow the preventative maintenance schedule for grease traps provided by the OCCC Facility Operations representative for each lot at the beginning of each contract year. The Contractor shall be required to attend any meeting requested by the OCCC staff to discuss work scheduling or performance related issues. Failure to follow this schedule without prior approval may lead to cancellation of contract.

The Contractor shall contact the OCCC point of contact a minimum of 48 hours prior to the planned start date of any inspections, and shall provide a proposed inspection/maintenance route which shall be subject to OCCC approval.

The County's schedule will be for preventative maintenance of grease traps and associated devices and systems in the frequencies dictated in this bid document. The schedules will specify the months that the Contractor shall perform the work for each location. Changes to this schedule will be provided to the Contractor from the Contract Administrator within thirty (30) days prior to the commencement of work or services.

Preventative maintenance normally shall be performed during standard working hours. However, if show activity impacts the schedule, the maintenance may have to occur after normal operating hours, without affecting the price herein.

**C. General Requirements:**

**Definitions**

**Inspection.** A visual examination of a system or portion thereof to verify that it appears to be in operating condition and is free of physical damage.

**Maintenance.** Work performed to keep equipment operable or to make repairs. Back pumping of grease traps shall not be permitted, and shall constitute a default.

**Pump-outs, in addition to the regular scheduled service, shall be provided on an as-needed basis. The Contractor shall provide these additional pump-outs at the contracted price, which shall be equal to the base contract price.**

In the event that any location, sizes or the number of grease traps, drains, or associated systems are deleted or added to the contract, the change in charges shall be negotiated. No additions, deletions, or change in service shall take effect without prior written amendment to the contract.

#### **D. Maintenance and Repair**

The County shall be supplied by the Contractor with a general and emergency response contact, with a manned phone number that will respond to maintenance requests on a 24 hour a day 7 days a week basis. If maintenance work is required due to acts or omissions of the Contractor, the costs of such work shall be borne solely by the Contractor.

Work mutually agreed upon by the County and the Contractor to be required as a result of vandalism, acts of God, systems failures, routine maintenance or other acts of third parties, hereinafter referred to as "maintenance", shall be borne by the County. For County requested maintenance, the Contractor shall respond within **four (4) hours** of request. The work shall be performed only upon the County's express authorization.

The only exception is when an emergency situation is deemed to exist in which case the situation shall be corrected immediately. The Contractor shall respond to any emergency upon oral or written notification from the County's authorized representative or designee. **This response must result in the arrival of a septic systems technician at the affected site within two (2) hours after notification of emergency.** In the event that the Contractor does not respond within two (2) hours, the County has the right to utilize alternate licensed service providers to repair the system.

The Contractor shall be charged the alternate licensed service provider's labor costs billed to the County, as well as actual charges for materials and mileage. Costs associated with such "maintenance" shall be submitted by invoice within twenty-four (24) hours to the County's representative. These invoices shall include a detailed description of the problem, findings, and a breakdown of time and materials in accordance with the hourly rates and parts percentages specified on the Bid Proposal Form. In the case of parts based on cost, a copy of the Contractor's supplier's invoice shall be attached to the Contractor's invoice to the County. Unless the work has been determined to be an emergency repair requirement, the County will not pay any shipping costs. Shipping costs may be authorized for emergency repairs when the County Representative determines that they are necessary after coordination with the Contractor.

The Contractor shall reference the contract number and the appropriate delivery order number on all invoices. The Contractor shall submit, with his invoice, information about who requested the work and when the work was completed. A copy of the work order signed by an authorized County representative shall be completed immediately after the "maintenance" is performed. Failure to obtain an authorized signature may result in denial of payment. When an emergency is deemed to have existed, the Contractor shall submit a written authorization of the work ordered from the County within twenty-four (24) hours during the week or on the first work day after a weekend after start of the work.



When repair work outside of the inspection/maintenance scope is discovered by the Contractor's technician:

1. Situations that affect the continued operation of the system: contact the County Representative immediately to obtain approval to correct repairs while on-site.
2. Situations requiring repair which are not a threat to system operation: submit a proposal to the County Representative to obtain approval to repair at a later date.

A work order shall be submitted to the County's designated representative for approval within twenty-four (24) hours of performed service. The work order shall state the date work was performed, a description of the work, building name and number.

## **5. SPECIFICATIONS AND REQUIREMENTS FOR USED GREASE (USED COOKING OIL) COLLECTION AND RECYCLING**

### **General Requirement**

- A. Contractor shall provide properly-sized, leak-free containers to fit the volume of OCCC. There are three designated areas for collection of used grease: South Building, North Building, and West Building. During regularly scheduled service visits, Contractor will safely empty the containers, in compliance with the most current government regulations. The empty containers are thoroughly inspected for damage, and replaced with a new container, if necessary. OCCC will schedule for additional pick-ups as necessary. Used grease is to be transported to a licensed facility where it is recycled into renewable resources. Proper documentation must be provided within 7 working days of pickup.
- B. Containers should have a solid weld with overlapping seams for leak-proof construction. The easy-to-raise lid should make the tank conveniently accessible while the safety barrier construction protects employee from the dangers of grease.
- C. Contractor shall ensure a minimum of 75% viable grease is recycled. The Contractor will issue a check to OCCC based on the percentage bid for fair market price every quarter for all collection within that quarterly period. The Contractor shall provide a payment report to include: Date of pickup, time of pickup, weight of pick up, current price, % of viable grease.

## **6. OIL SEPARATORS SPECIFICATIONS AND REQUIREMENTS**

**Every 90 days:** Use a vacor truck to clean sludge, sand, debris and grease from the Oil Separators. Dispose of at a licensed facility. Provide a manifest per County Requirements.

## 7. SPECIFICATIONS AND REQUIREMENTS FOR LIFT STATION

- A. **Every 180 days:** The Contractor shall perform lift station maintenance per the maintenance schedules provided by the County or more frequently as needed to prevent the discharge of grease, sand, and grit into Orange County's sanitary sewer system, all floatable and settleable solids (including sand and grit) shall be removed from the lift (pump) station wet well.
- B. A waste disposal manifest shall be completed by the contractor and provided to the County as proof of proper disposal of the wastes removed.
- C. The wet well walls and all associated equipment (floats, etc.) shall be properly cleaned. The Contractor shall use equipment capable of removing all sand, grit, settled and floating solids, and grease from the bottom, top, and side walls of the wet well to perform this work. If the equipment provided by the Contractor is not sufficient to clean the lift station as specified above, the County has the right to utilize alternate licensed service providers to clean the system. The Contractor shall be charged one and one-half times the alternate licensed service provider's labor costs billed to the County, as well as actual charges.
- D. At no time shall the grease be broken up, loosened, and not removed from the lift station wet well. At no time shall the entire contents of the pump station be pumped out to the Orange County sanitary sewer system.
- E. The Contractor shall ensure the lift station is in proper working order (including all pumps, grinders, submersible pumps, valves, flow control and/or level devices, control panel, and all other electrical and mechanical components). A maintenance log documenting all the inspections of the lift station should be kept on-site.

**BID RESPONSE FORM  
IFB #Y17-139-LC**

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

**Lot 1 – GREASE TRAPS**

<b>Item No.</b>	<b>Equipment Type</b>	<b>Service</b>	<b>Unit Price</b>	<b>Estimated Usage</b>	<b>Total Estimated Bid</b>
<b>West BLDG 9800 International Drive Orlando, FL 32819</b>					
1	20,000 Gallon Grease Trap, #1	Pump & Inspect	_____ x	5	= _____
2	1,000 Gallon Grease Trap, #2	Pump & Inspect	_____ x	5	= _____
3	1,500 Gallon Grease Trap, #3	Pump & Inspect	_____ x	5	= _____
4	1,500 Gallon Grease Trap, #4	Pump & Inspect	_____ x	5	= _____
5	1,500 Gallon Grease Trap, #5	Pump & Inspect	_____ x	5	= _____
6	1,500 Gallon Grease Trap, #6	Pump & Inspect	_____ x	5	= _____
7	750 Gallon Grease Trap, #7	Pump & Inspect	_____ x	5	= _____
8	3,500 Gallon Grease Trap,, #8	Pump & Inspect	_____ x	5	= _____
9	Under Sink Grease Trap, #22	Pump & Inspect	_____ x	13	= _____

\_\_\_\_\_  
Company Name

10	Under Sink Grease Trap, #23	Pump & Inspect	_____ x	13	= _____
11	Under Sink Grease Trap, #24	Pump & Inspect	_____ x	13	= _____
12	Under Sink Grease Trap, #25	Pump & Inspect	_____ x	13	= _____
13	Under Sink Grease Trap, #26	Pump & Inspect	_____ x	13	= _____

**North BLDG 9400 Universal Boulevard, Orlando, FL 32819**

14	10,000 Gallon Grease Trap, #9	Pump & Inspect	_____ x	5	= _____
15	10,000 Gallon Grease Trap, #10	Pump & Inspect	_____ x	5	= _____
16	10,000 Gallon Grease Trap, #11	Pump & Inspect	_____ x	5	= _____
17	10,000 Gallon Grease Trap, #12	Pump & Inspect	_____ x	5	= _____
18	10,000 Gallon Grease Trap, #13	Pump & Inspect	_____ x	5	= _____
19	2,500 Gallon Grease Trap, #14	Pump & Inspect	_____ x	5	= _____
20	2,500 Gallon Grease Trap, #15	Pump & Inspect	_____ x	5	= _____
21	2,500 Gallon Grease Trap, #16	Pump & Inspect	_____ x	5	= _____
22	2,500 Gallon Grease Trap, #17	Pump & Inspect	_____ x	5	= _____
23	Under Sink Grease Trap, #27	Pump & Inspect	_____ x	13	= _____

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Company Name

**South BLDG 9899 International Drive, Orlando, FL 32819**

24	2,500 Gallon Grease Trap, #18	Pump & Inspect	_____	x	5	=	_____
25	2,500 Gallon Grease Trap, #19	Pump & Inspect	_____	x	5	=	_____
26	2,500 Gallon Grease Trap, #20	Pump & Inspect	_____	x	5	=	_____
27	2,500 Gallon Grease Trap, #21	Pump & Inspect	_____	x	5	=	_____

**Lot 2 – OIL SEPARATORS**

28	Oil Separators – 500 – 800 Gallon Capacity (total of 8)	Pump & Inspect	_____	x	35	=	_____
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**Lot 3 – LIFT STATION**

29	Lift Station	Pump & Inspect	_____	x	3	=	_____
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**Lot 4 – Repairs, Part, and Additional Pump Outs**

30	On-Call Repairs (Standard Hours)		_____/HR	x	250	=	_____
31	On-Call Repairs (Non-Standard Hours)		_____/HR	x	50	=	_____
32	Emergency Repairs (Standard Hours)		_____/HR	x	250	=	_____
33	Emergency Repairs (Non-Standard Hours)		_____/HR	x	50	=	_____
34	Emergency Pumping (Per Gallon Cost)		_____/GALLON	x	10,000	=	_____
35	Confined Space Entry		_____/HR	x	50	=	_____
	Vactor Services		_____/HR	x	75	=	_____
	Vactor Disposal, Half Load		_____/LOAD	x	20	=	_____
	Vactor Disposal, Full Load		_____/LOAD	x	20	=	_____

\_\_\_\_\_  
Company Name

36	Part to be paid at cost plus markup (example: \$25,000 x 1.20 = \$30,000) (Contractor must submit supporting documentation demonstrating cost with each invoice)	\$	5,000.00	x	1._____	=	_____
37	Miscellaneous Fees (at cost: shipping, EPA, etc.)						<u>\$500.00</u>

**LOT 5 - COLLECTION OF USED COOKING OIL**

38	Collection of used cooking oil (per gallon), payable to OCCC	\$	per. gal.	X	3000 gallons	=	_____
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**TOTAL ESTIMATED BID (LINES 1-38):** \_\_\_\_\_

\_\_\_\_\_  
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 **four (4)** hours from receipt of delivery order per Special Terms and Conditions.

Inquiries regarding this Invitation for Bids may be directed to Linda Carson, Senior Purchasing Agent, at [Linda.Carson@ocfl.net](mailto:Linda.Carson@ocfl.net)

**Bid Response Documents - The following documents constitute your bid:**

- A. Bid Response Form, Authorized Signatories/Negotiators, Drug-Free Workplace, Schedule of Sub-contracting, Conflict/Non-Conflict of Interest Form, E-Verification Certification, and current W9, Relationship Disclosure Form and Orange County Specific Project Expenditure Report. **Please make sure forms are fully executed where required.**
- B. Qualifications of Bidders information, per Special Terms and Conditions.
- C. Completed attached reference documentation.
- D. Examples: Bid Deposit, Sub-contractor, per Special Terms and Conditions.

**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: \_\_\_\_\_

**EMERGENCY CONTACT**

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 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 \_\_\_\_\_

## REFERENCES

List three (3) customers during the past ten (10) years for which you provided services similar to those specified in the solicitation in the spaces provided below. Provide the owner's name, contact person, address, email address, telephone number, and date services were performed, as described.

1. Company Name: \_\_\_\_\_

Owner's Name: \_\_\_\_\_

Description of 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 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 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. Y17-139-LC**

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

<b>Name Of Subcontractor</b>	<b>Is the Sub-Contractor a Certified M/WBE with Orange County Government?</b>	<b>Address</b>	<b>Type of Work to be Performed</b>	<b>Percent and dollar amount of Contract Amount to be Subcontracted</b>

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.Y17-139-LC

I hereby certify that I will utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing the use of the system to confirm the employment eligibility of the individuals classified below. 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 duties shall be guilty of a misdemeanor in the second degree, punishable as provided in s. 775.082 or s. 775.083, Florida statutes.

All persons, including subcontractors and their workforce, who will perform work under **Contract No.Y17-139-LC, GREASE TRAPS CLEANING, MAINTENANCE AND REPAIR FOR OCCC**, within the state of Florida.

NAME OF CONTRACTOR: \_\_\_\_\_

ADDRESS OF CONTRACTOR: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

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

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.

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(Use additional sheets of paper if necessary)

**Part III**

**ORIGINAL SIGNATURE AND NOTARIZATION REQUIRED**

I hereby certify that information provided in this relationship disclosure form is true and correct based on my knowledge and belief. If any of this information changes, I further acknowledge and agree to amend this relationship disclosure form prior to any meeting at which the above-referenced project is scheduled to be heard. 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.

\_\_\_\_\_  
Signature of Bidder

\_\_\_\_\_  
Date

Printed Name and Title of Person completing this form:

\_\_\_\_\_  
STATE OF \_\_\_\_\_ :  
COUNTY OF \_\_\_\_\_ :

I certify that the foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by \_\_\_\_\_. He/she is personally known to me or has produced \_\_\_\_\_ as identification and did/did not take an oath.

Witness my hand and official seal in the county and state stated above on the \_\_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_.

(Notary Seal)

\_\_\_\_\_  
Signature of Notary Public  
Notary Public for the State of \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Staff signature and date of receipt of form

\_\_\_\_\_  
Staff reviews as to form and does not attest to the accuracy or veracity of the information provided herein.

**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
		<b>TOTAL EXPENDED THIS REPORT</b>	\$

**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 \_\_\_\_\_ :  
COUNTY OF \_\_\_\_\_ :

I certify that the foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by \_\_\_\_\_. He/she is personally known to me or has produced \_\_\_\_\_ as identification and did/did not take an oath.

Witness my hand and official seal in the county and state stated above on the \_\_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_.

(Notary Seal)

\_\_\_\_\_  
Signature of Notary Public  
Notary Public for the State of \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Staff signature and date of receipt of form

\_\_\_\_\_  
Staff reviews as to form and does not attest to the accuracy or veracity of the information provided herein.



**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 \_\_\_\_\_ :  
COUNTY OF \_\_\_\_\_ :

I certify that the foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by \_\_\_\_\_. He/she is personally known to me or has produced \_\_\_\_\_ as identification and did/did not take an oath.

Witness my hand and official seal in the county and state stated above on the \_\_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_.

(Notary Seal)

\_\_\_\_\_  
Signature of Notary Public  
Notary Public for the State  
of \_\_\_\_\_  
My Commission  
Expires: \_\_\_\_\_

**EXHIBIT A**

**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: \_\_\_\_\_



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<p><b>PRODUCER</b></p> <p>1. Name of Agent or Broker Street Address City, State, Zip</p>	<p>CONTACT NAME:</p> <p>PHONE (A/C, No, Ext):      FAX (A/C, No):</p> <p>E-MAIL ADDRESS:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> <tr> <td>INSURER A :</td> <td></td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C : 3.</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A :		INSURER B :		INSURER C : 3.		INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A :															
INSURER B :															
INSURER C : 3.															
INSURER D :															
INSURER E :															
INSURER F :															
<p><b>INSURED</b></p> <p>2. Name of Insured Street Address City, State, Zip</p>															

**COVERAGES      CERTIFICATE NUMBER:      REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADOL INS	SUBR WVD	POLICY NUMBER	POLICY EXP (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	8. LIMITS
3.	<p>GENERAL LIABILITY</p> <p><input type="checkbox"/> COMMERCIAL GENERAL LIABILITY</p> <p><input type="checkbox"/> CLAIMS-MADE    <input type="checkbox"/> OCCUR</p> <p>GENL AGGREGATE LIMIT APPLIES PER:</p> <p><input type="checkbox"/> POLICY    <input type="checkbox"/> PER SUBJECT    <input type="checkbox"/> LOC</p>	4.	5.	6.	7.		<p>EACH OCCURRENCE \$</p> <p>DAMAGE TO RENTED PREMISES (Ea occurrence) \$</p> <p>MED EXP (Any one person) \$</p> <p>PERSONAL &amp; ADV INJURY \$</p> <p>GENERAL AGGREGATE \$</p> <p>PRODUCTS - COMP/OP AGG \$</p>
	<p><b>AUTOMOBILE LIABILITY</b></p> <p>9.</p> <p><input type="checkbox"/> ANY AUTO</p> <p><input type="checkbox"/> ALL OWNED AUTOS</p> <p><input type="checkbox"/> SCHEDULED AUTOS</p> <p><input type="checkbox"/> HIRED AUTOS</p> <p><input type="checkbox"/> NON-OWNED AUTOS</p>						<p>COMBINED SINGLE LIMIT (Ea accident) \$</p> <p>BODILY INJURY (Per person) \$</p> <p>BODILY INJURY (Per accident) \$</p> <p>PROPERTY DAMAGE (Per accident) \$</p>
	<p>UMBRELLA LIAB    <input type="checkbox"/> OCCUR</p> <p>EXCESS LIAB      <input type="checkbox"/> CLAIMS-MADE</p> <p>DED    RETENTION \$</p>						<p>EACH OCCURRENCE \$</p> <p>AGGREGATE \$</p>
	<p><b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b></p> <p>10.    Y/N    N/A</p> <p>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)</p> <p>If yes, describe under DESCRIPTION OF OPERATIONS below</p>						<p>WC STATUTORY LIMITS    OTHER \$</p> <p>E.L. EACH ACCIDENT \$</p> <p>E.L. DISEASE - EA EMPLOYEE \$</p> <p>E.L. DISEASE - POLICY LIMIT \$</p>
11.							

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)**

Orange County Government is additionally insured on the General Liability Policy. A waiver of subrogation applies in favor of Orange County Government, it's agents, employees, and officials on the Worker's Compensation Policy.

<p><b>CERTIFICATE HOLDER</b></p> <p>13. Orange County Board of County Commissioners Procurement Division 400 E. South Street Orlando, Florida 32801</p>	<p><b>CANCELLATION</b></p> <p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p><b>AUTHORIZED REPRESENTATIVE</b></p> <p>14.</p>
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## ORANGE COUNTY CERTIFICATE OF INSURANCE REVIEW GUIDE

1. **PRODUCER:** Agent's name and address must be shown along with contact name phone, fax, and email address.
2. **INSURED:** Legal name and address of the entity entering into the contract or agreement
3. **INSURERS AFFORDING COVERAGE & NAIC #:** Name of the insurance company that is insuring the line of coverage. The INSURER and applicable letter will be used throughout the certificate to indicate the lines of coverage placed with a particular insurance company. A letter must be shown in the INSUR L TR section for each coverage line listed on the certificate.
4. **ADDL INSR:** Signifies whether coverage includes additional insured status. Very few agents use this section. Additional insured status is usually discussed in the Description of Operations/Locations/Vehicles section.
5. **SUBR WVD:** Signifies that a waiver of subrogation is in valid for each line of coverage as indicated.
6. **POLICY NUMBER:** A policy number should be listed for each line of coverage for which commercial insurance is being provided.
7. **POLICY EFFECTIVE/EXPIRA TJON DATES:** Effective and expiration dates should fall within the time frame of the inception of the contract or agreement.
8. **LIMITS:** As required in the written agreement. The general aggregate should be at least twice the per occurrence limit for all continuing service contracts. If the aggregate limit applies separately then the PROJECT box should be marked.
9. **AUTOMOBILE LIABILITY:** The ANY AUTO box is preferable however; some organizations do not own vehicles so the other boxes may be marked.
10. **WORKERS' COMPENSATION:** Look closely to see if any proprietor, partner, or executive officer is excluded. If so, please contact Risk Management for waiver approval. The WC STATUTORY LIMITS box must be selected.
11. **OTHER:** This section is used for other coverage such as professional liability and employee dishonesty. The same rules apply with regards to policy numbers, effective and expiration dates and limits.
12. **DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES:** This section typically contains any special or qualifying language such as additional insured status or waivers of subrogation. If additional space is needed an ACORD 101 should be attached. Please note that these certificates are for information only and do not confer any rights upon the certificate holder. This is why we also ask for the specific policy language or endorsement specifying that these provisions are in place.
13. **CERTIFICATE HOLDER:** Orange County Board of County Commissioners should be listed as the certificate holder. Individual departments and divisions should not be listed as the primary certificate holder.
14. **AUTHORIZED REPRESENTATIVE:** This section should contain the signature of the person authorized to issue the certificate on behalf of the insurance company.

**EXHIBIT B**

COMMERCIAL GENERAL LIABILITY  
CG 20 26 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

**ADDITIONAL INSURED – DESIGNATED  
PERSON OR ORGANIZATION**

This endorsement modifies Insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
<b><i>The following are additional insured under the Professional Liability section of this policy (already included under the GL by form #86571).</i></b>
YOUR MEDICAL DIRECTORS AND ADMINISTRATORS, INCLUDING PROFESSIONAL PERSONS, BUT ONLY WHILE ACTING WITHIN THE SCOPE OF THEIR DUTIES FOR THE NAMED INSURED AS MEDICAL DIRECTORS AND ADMINISTRATORS;
AN INDEPENDENT CONTRACTOR IS AN INSURED ONLY FOR THE CONDUCT OF YOUR BUSINESS AND SOLELY WHILE PERFORMING SERVICES FOR A CLIENT OF THE NAMED INSURED, BUT SOLELY WITHIN THE SCOPE OF SERVICES CONTEMPLATED BY THE NAMED INSURED;
STUDENTS IN TRAINING WHILE PREFORMING DUTIES AS INSTRUCTED BY THE NAMED INSURED;
ANY ENTITY YOU ARE REQUIRED IN A WRITTEN CONTRACT (HEREINAFTER CALLED ADDITIONAL INSURED) TO NAME AS AN INSURED IS AN INSURED BUT ONLY WITH RESPECT TO LIABILITY ARISING OUT OF YOUR PREMISES OR OPERATIONS:
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for “bodily Injury”, “property damage” or “personal and advertising injury” caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.



**EXHIBIT C**

POLICY NUMBER: \_\_\_\_\_ COMMERCIAL GENERAL LIABILITY  
**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY**

**ADDITIONAL INSURED – DESIGNATED  
PERSON OR ORGANIZATION**

This endorsement modifies Insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART  
SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)
ORANGE COUNTY BOARD OF COUNTY COMMISSIONERS ATTN: PROCUREMENT DIVISION 400 E. SOUTH STREET, 2 <sup>nd</sup> FLOOR ORLANDO, FL 32801
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for “bodily Injury”, “property damage” or “personal and advertising injury” caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.

## EXHIBIT D

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### WORKERS COMPENSTION AND EMPLOYEES LIABILITY INSURANCE POLICY WC 00 03 13

2<sup>ND</sup> Reprint

*Effective April 1, 1984*

Advisory

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#### WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

#### Schedule

#### **Name of Person or Organization:**

ORANGE COUNTY BOARD OF COUNTY COMMISSIONERS  
ATTN: PROCUREMENT DIVISION  
400 E. SOUTH STREET, 2<sup>ND</sup> FLOOR  
ORLANDO, FL 32801

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**EXHIBIT E**

POLICY NUMBER:

**COMMERCIAL GENERAL LIABILITY  
CG 24 04 10 93**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US**

This endorsement modifies Insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

**Name of Person or Organization:**

ORANGE COUNTY BOARD OF COUNTY COMMISSIONERS  
ATTN: PROCUREMENT DIVISION  
400 E. SOUTH STREET, 2<sup>nd</sup> FLOOR  
ORLANDO, FL 32801

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section IV – COMMERCIAL GENERAL LIABILITY CONDITIONS) is amended by the addition of the following:

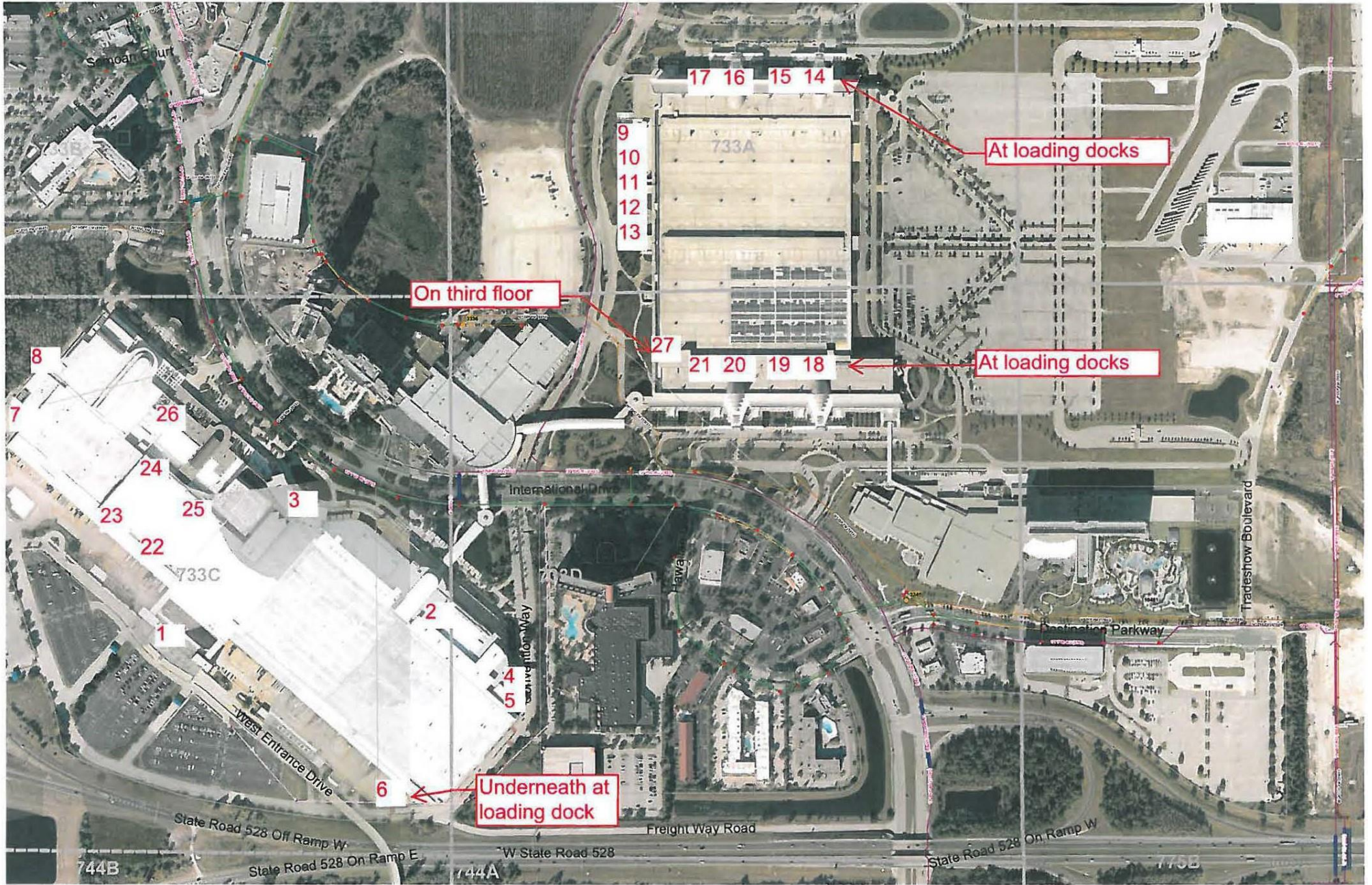
We waive any right to recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or “your work” done under a contract with that person or organization and included in the “Products-completed operations hazard”. This waiver applies only to the person or organization shown in the Schedule above.

ATTACHMENT A - UPDATED SEPTEMBER 30, 2016

IDENTIFICATION #	GALLON SIZE	GREASE TRAP LOCATION	RESTAURANTS DISCHARGING TO TRAPS	MINIMUM PUMP/OUT FREQUENCY
#1	20,000	West Building, Base of Dock #7 (installed 12/15)	Phase III Kitchen	90 days
#2	1000	West Building - Food Courts A & B	Food Courts A & B	90 days
#3	1500	West Building - Food Court C	Food Court C	90 days
#4	1500	West Building - South End in Mulch	Concession Stand 1A &2A (#1 of 2 in series)	180 days
#5	1500	West Building - South End in Mulch	Concession Stand 1A &2A (#2 of 2 in series)	180 days
#6	1000	West Building - Level 1 - Central Receiving Basin - West Side Grille - Dock #14	Westside Grill	90 days
#7	750	West Building - Northern Most Loading Dock	Trash Can/Wash Down	90 days
#8A	2000	West Building - By Hall F in Mulch	Phase II Kitchen (#1 of 4 in series)	90 days
#8B	2000	West Building - By Hall F in Mulch	Phase II Kitchen (#2 of 4 in series)	90 days
#8C	2000	West Building - By Hall F in Mulch	Phase II Kitchen (#3 of 4 in series)	90 days
#8D	2000	West Building - By Hall F in Mulch	Phase II Kitchen (#4 of 4 in series)	90 days
#9	10000	North Building - West Side on Grass Hill	Phase V Kitchen (#1 of 5 in series)	90 days
#10	10000	North Building - West Side on Grass Hill	Phase V Kitchen (#2 of 5 in series)	180 days
#11	10000	North Building - West Side on Grass Hill	Phase V Kitchen (#3 of 5 in series)	180 days
#12	10000	North Building - West Side on Grass Hill	Phase V Kitchen (#4 of 5 in series)	180 days
#13	10000	North Building - West Side on Grass Hill	Phase V Kitchen (#5 of 5 in series)	90 days
#14	2500	North Building - North Side Dock Basin - Base of Dock #21 & #22	Palms Food Court (#1 of 2 in series)	90 days
#15	2500	North Building - North Side Dock Basin - Base of Dock #21 & #22	Palms Food Court (#2 of 2 in series)	90 days
#16	2500	North Building - North Side Dock Basin - Base of Dock #23 and 24	Citrus Food Court (#1 of 2 in series)	90 days
#17	2500	North Building - North Side Dock Basin - Base of Dock #23 and 24	Citrus Food Court (#2 of 2 in series)	90 days
#18	2500	South Building - South Side Dock Basin - Base of Dock #16	Fern Food Court (#1 of 2 in series)	90 days
#19	2500	South Building - South Side Dock Basin - Base of Dock #16	Fern Food Court (#2 of 2 in series)	90 days
#20	2500	South Building - South Side Dock Basin - Base of Dock #17	Cypress Food Court (#1 of 2 in series)	90 days

#21	2500	South Building - South Side Dock Basin - Base of Dock #17	Cypress Food Court (#2 of 2 in series)	90 days
All below this line are maintained by OCCC staff and would not require a manifest. Should be checked every 7 days and				
#22	under sink trap	West Building - Hall D - Stand 5D	Concession Stand 5D	7 days
#23	under sink trap	West Building - Hall D - Stand 6D	Concession Stand 6D	7 days
#24	under sink trap	West Building - Hall D - Stand 7D	Concession Stand 7D	7 days
#25	under sink trap	West Building - Hall D - Stand 8D	Concession Stand 8D	7 days
#26	Big Dipper - under sink trap	West Building - West EF Café (OC Spruce Grill)	Café/OC Spice Grill	7 days

ATTACHMENT B - OCCC GREASE TRAPS NUMBERED MAP





The Center of Hospitality,

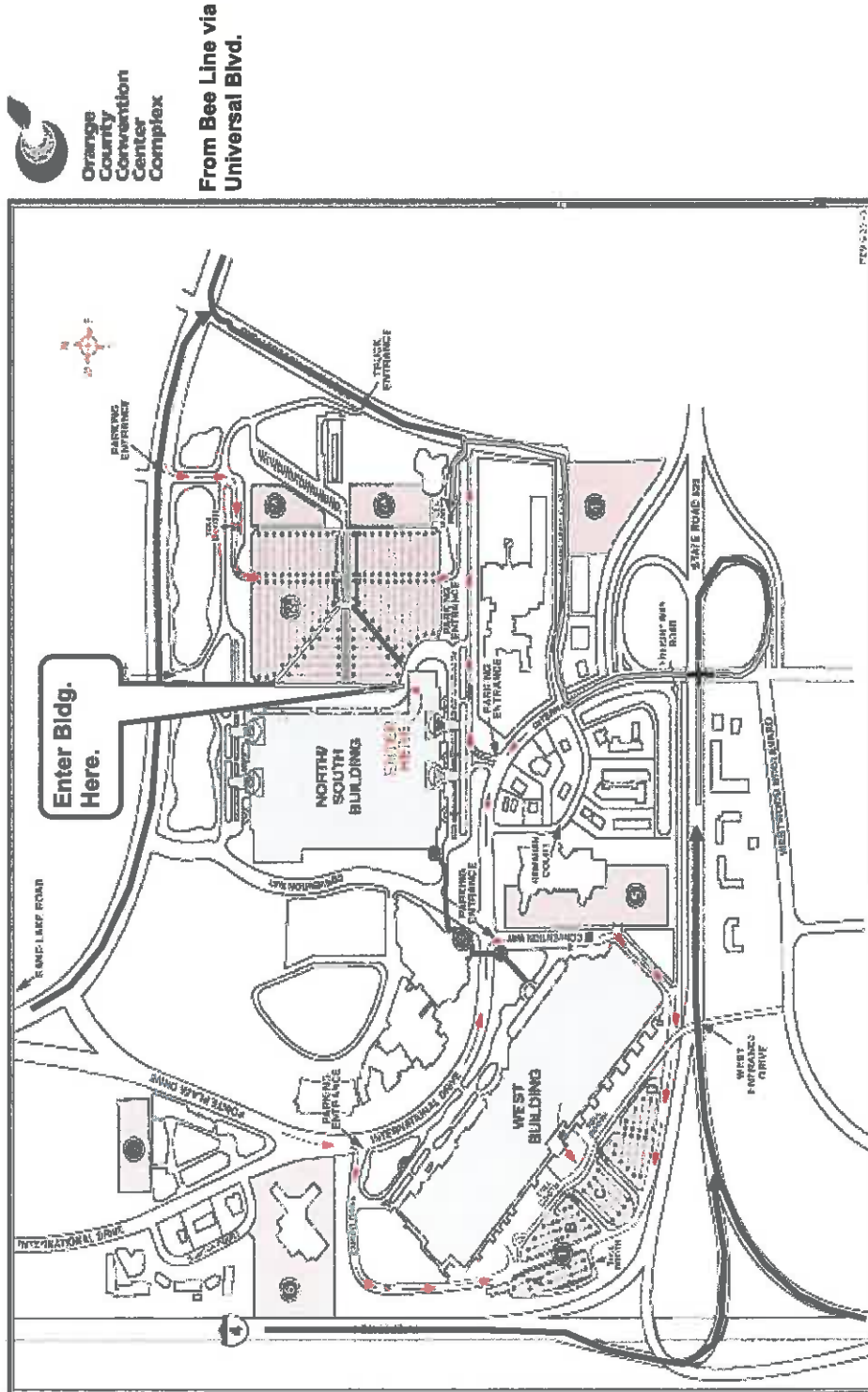


# **PARKING PASS**

**THIS PASS ALLOWS THE BEARER TO FREE PARKING  
WHILE ATTENDING THE FOLLOWING EVENT:**

**GREASE TRAP PREVENTATIVE MAINTENANCE AND  
REPAIRS- PREBID  
SOUTH BUILDING - SOUTH 231A LARGE CONFERENCE ROOM  
VALID ONLY ON OCTOBER 21, 2016  
FROM 2:00 P.M. TO 3:00 P.M.**

**PLEASE PLACE THIS ON THE DASH OF YOUR VEHICLE  
AFTER PASSING THROUGH THE TOLL BOOTH.**



From Sandlake Rd.

Enter Bldg. Here.

From Bee Line via Universal Blvd.

- From I-4:** Exit onto the B-line, 528 East, toward the airport. Exit on the International Dr. exit and turn right onto International Drive. At the second traffic light, turn right onto Destination Parkway and follow it around to the rear of the N/S parking facility. Enter the parking lot (on your left) in the first set of Toll Booths (South side). Proceed to the side of the lot nearest the South end of the building and enter at level 2. The first room on your right is S231 (Administration Annex). Proceed through the door, and S231A will be directly through the next set of doors.
- From Bee Line West Bound:** Exit onto Universal Boulevard and turn right (Northbound). Travel approximately 3/4 mile and turn left onto Tradeshow Blvd. and proceed to the South Toll Booths (on your right). Proceed to the side of the lot nearest the South end of the building and enter at level 2. The first room on your right is S231 (Administration Annex). Proceed through the door, and S231A will be directly through the next set of doors.
- From Sandlake Rd:** Turn left on to Universal Boulevard and travel approximately 1 1/2 miles, past the new North/South Building, and turn right onto Tradeshow Blvd. Proceed to the South Toll Booths (on your right). Proceed to the side of the lot nearest the South end of the building and enter at level 2. The first room on your right is S231 (Administration Annex). Proceed through the door, and S231A will be directly through the next set of doors.



**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.**



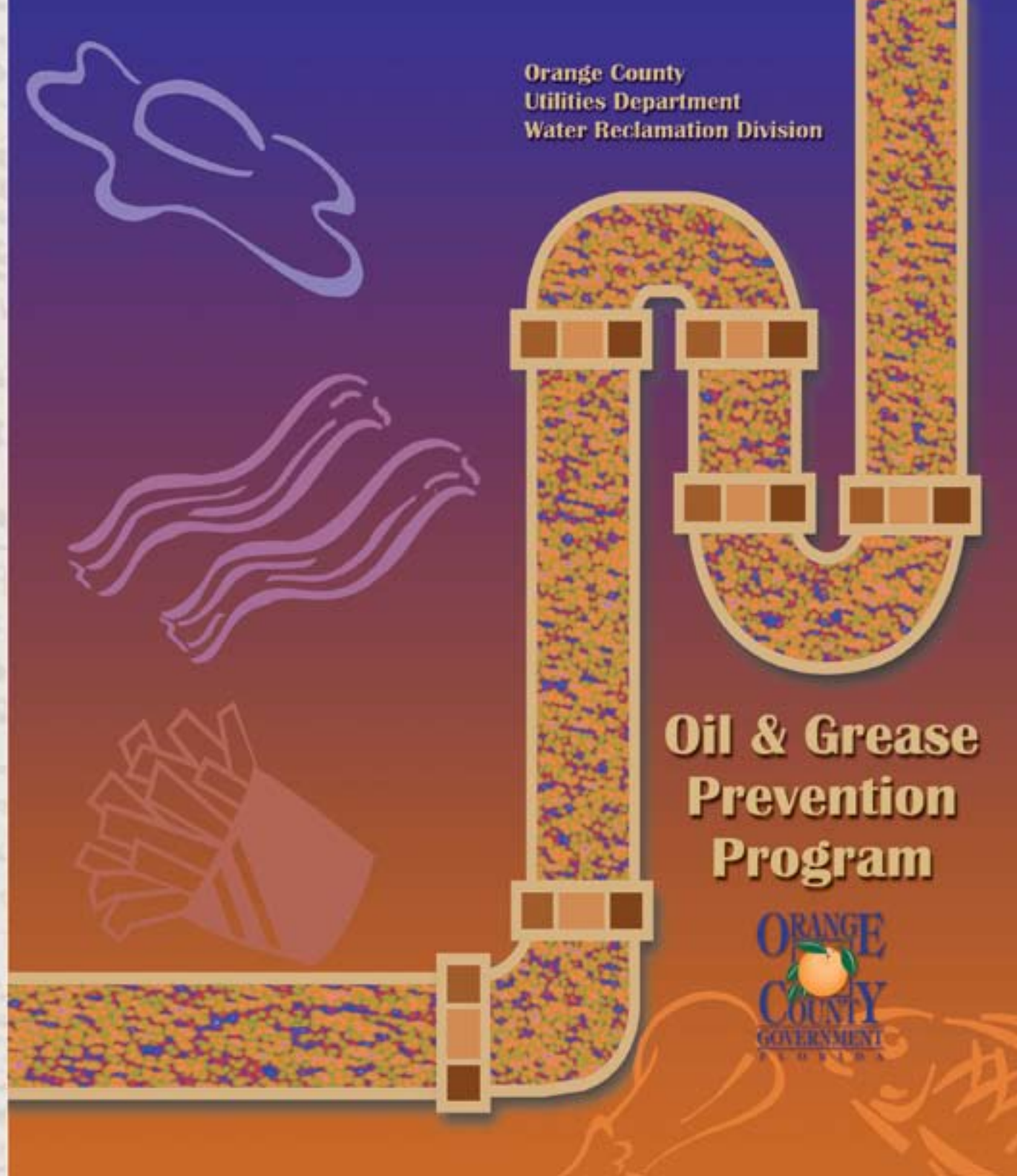
**Orange County Utilities  
Water Reclamation Division  
Oil & Grease Prevention Program  
407-254-7701**

**Website Address: [www.ocfl.net/utilities/](http://www.ocfl.net/utilities/)**

**E-mail Address:  
[Environmental.Compliance@ocfl.net](mailto:Environmental.Compliance@ocfl.net)**

Rev. 2/8/10

**Orange County  
Utilities Department  
Water Reclamation Division**



# **Oil & Grease Prevention Program**



# Oil & Grease Prevention Program

**O**range County developed an Oil & Grease Prevention Program in response to the initiative by the Environmental Protection Agency and the Florida Department of Environmental Protection to prevent sewer system overflows. This program allows the County to provide better service to its wastewater customers. The program focuses on the proper operation and maintenance of grease removal devices and private pump stations located at customers' facilities. A grease removal device is an interceptor, trap or other mechanical device designed, constructed and intended to remove, hold or otherwise prevent grease and solids from getting into the public sewer system.

If you are required to be in the Oil & Grease Prevention Program, you must complete a survey provided by Orange County Utilities. A representative from the Utilities Water Reclamation Division's Environmental Compliance Section will then conduct a site visit to verify the survey information, and a registration certificate will be issued.

The user is required to have the grease removal device and private pump station cleaned on a regularly scheduled basis. Exterior grease interceptors and oil/water separators must be cleaned on a quarterly basis, interior grease traps must be cleaned out on a monthly basis and private pump stations must be cleaned out on a semi-annual basis.

Haulers are required to pump-out and remove all of the wastes from the grease removal device, as well as all solids and grease from private pump stations. The haulers are also required to provide

each user with a signed Orange County approved waste disposal manifest form after each pump-out verifying that the grease removal device was properly serviced. For more information on which waste disposal manifest forms have been approved by Orange County, please contact the Environmental Compliance Section at 407-254-7701, or by e-mail at [Environmental.Compliance@ocfl.net](mailto:Environmental.Compliance@ocfl.net).

The user must retain copies of the Orange County approved waste disposal manifest form on-site. All users are required to keep a record of the maintenance activities on the device.

The County conducts random facility inspections to verify compliance with the requirements of the program.

There is a one-time registration fee and a fixed monthly fee to participate in the program. For a fee schedule, please contact the Environmental Compliance Section at 407-254-7701, or by e-mail at [Environmental.Compliance@ocfl.net](mailto:Environmental.Compliance@ocfl.net).

In addition to the Oil & Grease Prevention Program, significant commercial users, those that discharge high strength or high volume (more than 10,000 gallons per day) into Orange County's sanitary sewer system, are required to be in the Environmental Surcharge Program and/or the Industrial Pretreatment Program.

County staff is available to answer any questions pertaining to these programs. Please contact the Orange County Utilities Water Reclamation Division's Environmental Compliance Section at 407-254-7701, or by e-mail at [Environmental.Compliance@ocfl.net](mailto:Environmental.Compliance@ocfl.net) for additional information.

## Applicability Requirements

**Non-residential users with the potential to discharge oil and grease to the County's wastewater system are required to be in the program. Examples of non-residential users include the following:**

- restaurants
- fast food outlets
- hotels/motels/time-shares
- hospitals
- nursing homes
- assisted living facilities
- beverage/food preparation enterprises
- community centers
- car washes
- auto body and paint shops
- automobile repair shops and service centers
- automobile dealerships
- car rental agencies
- transportation facilities
- laundries
- owners of private pump stations



**Oil and grease accumulation in a poorly maintained grease removal device.**

**OC ORDINANCE NO. 2010-02, CHAPTER 37 ARTICLE XX.  
PUBLIC AND PRIVATE SEWER SYSTEM USE REQUIREMENTS**

**Sec. 37-754. - County oil and grease prevention program  
(OGPP).**

(a) *Purpose.* The purpose of this section is to provide for the implementation of the county's oil and grease prevention program (OGPP). The objective of the county's OGPP is to minimize the introduction of fat soluble wastes, including petroleum-based hydrocarbons, into the county WWF.

(b) *[Limits established.]* Pursuant to the county's resolution establishing county local limits, the county has established a local limit for total oils and grease, including dispersed petroleum based hydrocarbons for all nonresidential users discharging wastewater to the county POTW or WWF, users in the county's OGPP, as well as the county's pretreatment program.

(c) *General criteria.*

(1) The discharge by any nonresidential user to the county WWF of certain liquids or wastes may be prohibited or limited pursuant to the provisions of this article.

(2) Wastes which contain oils and grease may be discharged to the county WWF in accordance to the conditions set forth in this article.

(3) Wastes containing oil and grease, inert solids or solids originating from foods or beverages including materials processed through garbage grinders, shall be directed to the county approved oil and grease interceptor or oil and grease trap.

(4) Wastes containing residual or trace amounts of petroleum based oils and greases shall be directed to the county-approved oil/water separator.

(5) Sanitary facilities and other similar fixtures shall not be connected to the oil and grease interceptor/trap, or the oil/water separator.

(6) Liquid wastes shall be discharged to the oil and grease interceptor/trap, or oil/water separator through the inlet pipe only and in accordance with the design/operating specifications for the device.

(7) Oil and grease interceptors/traps and oil/water separators shall be installed in accordance with the county building codes, in accordance with Florida Building Code, and county-approved plans and specifications created to implement this ordinance, and development review requirements and in a location which provides easy and safe access at all times for inspections, cleaning and proper maintenance, such as routine pumping. Oil and grease interceptors and oil/water separators shall not be located inside of a structure. The director shall approve the location of the oil and grease interceptor/trap or oil/water separator prior to installation.

(8) Nonresidential establishments (users) that prepare, process or serve food, beverages or food/beverage products shall install an oil and grease interceptor. Nonresidential establishments that have the potential to discharge wastes containing petroleum based oil and grease, such as commercial laundries (laundries that clean uniforms, rags, rugs or mats that are stained with petroleum-based oils or laundries that use oils to remove stains), car washes and automotive related facilities, shall have an oil/water separator. Other nonresidential users may be required by the director to install an oil and grease interceptor and/or an oil/water separator, as appropriate, for the proper handling of wastes containing oils and greases in excess of the limit established in this article.

(9) Other types of food manufacturing or food preparation enterprises, such as, but not limited to, commissaries, commercial kitchens and caterers, shall install an oil and grease interceptor. Oil and grease interceptors shall be sized on an individual case-by-case basis,

in accordance with the Florida Building Code and county building codes, in accordance with county-approved plans and specifications. A control manhole or inspection box for monitoring purposes may be required and shall be installed as approved by the director.

(10) Multifamily dwellings, such as triplexes, quadruplexes, townhouses, condominiums, apartment buildings, apartment complexes or other areas of intensified dwelling which are found by the director to be contributing oil and grease in quantities sufficient to cause main line stoppage, pump station malfunctions, or necessitate increased maintenance on the collection system, may be directed to cease discharging oil and grease in excess of the limit herein to the county WWF, and may be required to remove oil and grease from the private collection system that directly or indirectly discharges to the county's collection system, and may be required to install at cost to the user an oil and grease interceptor and/or individual oil and grease traps and/or an oil and water separator. Such users shall be required to maintain oil and grease interceptors/traps and/or oil and water separators, properly dispose of wastes from related devices, provide for proper waste disposal manifesting and reporting in accordance with this article, pay fees related to county OGPP participation, and be subject to county inspection and monitoring. All maintenance of oil and grease management devices, including proper waste disposal, shall be performed by the user at the user's sole expense. These users may also be required to participate in public education activities. The capacity of the oil and grease interceptor and/or oil and water separator shall be evaluated on a case-by-case basis. A control manhole or inspection box for monitoring purposes may be required and shall be installed by utility system user, as approved by the director. The county shall have the right to inspect all private wastewater collection systems and appurtenances, and to cause discontinuance of sewer service if the private wastewater collection system is not maintained in a sanitary and effective operating condition or if the public sewer facilities may be harmed thereby.

(11) Dischargers with private pump stations that discharge oil and grease to a private sewer or public sewer connected to the county's POTW or WWF, which are found by the director to be contributing oil and grease in quantities sufficient to cause main line stoppage, pump station malfunctions, or necessitate increased maintenance on the collection system, may be directed to cease discharging oil and grease in excess of the limit herein to the county POTW or WWF and shall be required to participate in the county's OGPP, pay county OGPP fees, and be required to provide for the proper maintenance and emergency notification signage of all pump stations privately maintained as follows:

- a. Remove all floatable and settleable solids from private pump station wet wells, clean the wet well walls and all associated equipment (floats, etc.), and properly complete a waste disposal manifest and dispose of the wastes removed at least every one hundred eighty (180) days, or more frequently as needed to prevent the discharge of grease into the county's POTW or WWF.
- b. The owner of a private pump station shall operate and maintain the private pump stations in proper working order (including the control panel and all other electrical and mechanical components) and properly secure the private pump station. The owner of a private pump station shall provide the director verification of the experienced staff directly employed by the owner experienced in the operations, maintenance, and repairs of the pump stations for review, or a copy of the contract with a reputable person or firm experienced in the operations, maintenance, and repairs of pump

stations for review prior to committing to contract for service. The owner shall provide proof to the director that the owner's designated pump station maintenance staff or contractor possesses a minimum of two (2) years of experience in pump station operations and maintenance to include pump and electrical maintenance experience. The pump station owner shall provide the designated facility private pump station staff or contractor with sufficient access to all equipment as needed to pull and service pump station pumps and other related equipment and components, as well as access needed for pumping and removing pump station waste. The designated facility private pump station staff or contractor must be able to respond to and provide contracted pump station services twenty-four (24) hours a day, seven (7) days a week and respond to the site within two (2) hours after notification of pump station-related spill or overflow.

c. Provide the user's twenty-four-hour emergency contact telephone numbers to the director, enabling the county to notify the property owner and contractor of reported emergency.

d. Provide the director with seventy-two (72) hours' advanced notice upon the expiration or change of status of the ownership, management, designated facility private pump station staff or contractor.

e. Provide for a sign, posted on or adjacent to the pump station site (preferably on the control panel). The sign size should be approximately twelve (12) inches by eighteen (18) inches, white background with black letters. The letters should be legible. The sign shall state the following minimum information:

i. "Private Sanitary Sewer Pump Station"

ii. "In Case of Emergency contact the following numbers:

iii. "Facility Owned by: Name: ( \_\_\_\_\_ )

Phone Number: ( \_\_\_\_\_ )"

iv. "Facility Maintained by: Name: ( \_\_\_\_\_ )

Phone Number: ( \_\_\_\_\_ )"

v. "Station Number: ( \_\_\_\_\_ )"

f. The name and the number referenced in section 37-754(c)(11)e.iv., above, must be the maintenance contractor company's name (if a contracted firm is performing the private pump station maintenance) or the contracted individual's name (if an individual is contracted to perform private pump station maintenance), or the private pump station owner's name (if the pump station is maintained by the owner's maintenance staff) and the twenty-four-hour response phone number for the contracted company/individual/owner's maintenance staff.

g. The station number referenced in section 37-754(c)(11)e.v., above, shall be assigned by the county.

h. The county shall have the right to inspect all private pump stations and appurtenances, and to discontinue sewer service if the private pump station and appurtenances are not maintained in a sanitary and effective operating condition or if the county POTW or WWF may be harmed thereby.

(12) Oil and grease interceptors, and oil/water separators and control manholes or inspection boxes shall be installed at the user's sole expense. Proper operation, maintenance and repair shall be done solely at the user's expense. For multifamily dwellings, the director may require the management company to be responsible for the proper maintenance of the individual grease traps.

(13) The director may request that the nonresidential user provide documentation on the design and performance of the oil and grease interceptor/trap or oil/water separator. Information to be submitted to the director includes, but may not be limited to, catalogs, performance and operating data, materials of construction, installation instructions and the operation and maintenance manual.

(d) ***General design criteria.***

(1) Oil and grease interceptors/traps and oil/water separators shall be designed and constructed in accordance with this article, county building code, the Florida Building Code and other applicable state and county regulations. Design and construction of the devices shall be approved by the director. The minimum oil and grease interceptor size shall be seven hundred fifty (750) gallons and the maximum oil and grease interceptor size shall be one thousand two hundred fifty (1,250) gallons. The maximum oil and grease trap size shall not exceed fifty (50) gallons per minute and one hundred (100) pounds of grease storage capacity (as rated by manufacturer specifications). At no time shall an oil and grease interceptor/trap or an oil/water separator be sized smaller or larger than the minimum and maximum sizes specified in the Florida Building Code.

(2) Oil and grease interceptors/traps and oil/water separators shall have a minimum of two (2) compartments and shall be capable of separation and retention of oil and grease and storage of settleable solids.

(3) Alternative oil and grease removal devices or technologies shall be subject to written approval by the director prior to installation. Approval of the device shall be based on demonstrated (proven) removal efficiencies and reliability of operation.

(4) Under-the-sink oil and grease traps shall be prohibited for new facilities. Some facilities that discharge less than fifty (50) gallons per minute (gpm) of nondomestic wastewater from sink fixtures and do not grill foods, fry foods, or cook foods containing oil and grease may qualify for a variance to chapter 37, article XX, requirements for the use of an under-the-sink oil and grease trap, as approved by the director. The design and installation of under-the-sink oil and grease traps shall be designed and constructed in accordance with this article, county building codes, county-approved plans and specifications, county design standards, the Florida Building Code and other applicable state and county regulations. All commercial sinks, hand sinks, mop sinks, and floor drains are required to be connected to the approved oil and grease interceptor/trap devices. All oil and grease traps shall be equipped with a flow control device (provided at the inlet piping location) and a vent (to be provided at the discharge outlet piping location).

(5) An adequate number of access points shall be provided for inspection and monitoring purposes. Covers shall have a gas tight fit. Where additional weight loads may exist, the oil and grease interceptor and oil/water separator shall be designed, constructed and installed for adequate load-bearing capacity.

(6) The design of oil/water separators shall be based on peak flow, and where applicable, capable of treating and removing emulsions. Oil/water separators shall be sized to provide reliable, consistent and efficient removal (retention) of the petroleum based oils and greases in the user's discharge to the county collection system. At no time shall an oil/water separator be sized smaller or larger than the minimum and maximum sizes specified in the Florida Building Code.

(7) Private pump stations shall be designed and constructed in accordance with county building code, the Florida Building Code, in accordance with the guidelines and criteria set forth in the latest edition of the "Manual of Standards and Specifications for Wastewater

and Water Main Construction" and other applicable state and county regulations. Design and construction of the devices shall be approved by the director.

(8) A control manhole or inspection box shall be placed down stream of the oil and grease interceptor or trap or oil/water separator. The control manhole or inspection box shall be adequate in size for proper compliance inspections and monitoring. Covers for the control manhole or inspection box shall have a gas tight fit.

(9) Minimum removal efficiency for oil and grease interceptors for animal fats and vegetable oils shall be eighty (80) percent. Minimum removal efficiency for oil/water separators for petroleum based oils and grease shall be seventy-five (75) percent of the total recoverable product.

(10) Where possible, multiple oil and grease interceptors and oil/water separators shall be placed in series instead of a single large unit.

(e) **Capacity.** The design and capacity of the oil and grease interceptor/trap or oil/water separator shall be in accordance with the guidelines and criteria set forth in the latest edition of the "Manual of Standards and Specifications for Wastewater and Water Main Construction." The minimum oil and grease interceptor size shall be seven hundred fifty (750) gallons and the maximum oil and grease interceptor size shall be one thousand two hundred fifty (1,250) gallons. The maximum oil and grease trap size shall not exceed fifty (50) gallons per minute and one hundred (100) pounds of oil and grease storage capacity (as rated by manufacturer specifications). At no time shall an oil and grease interceptor/trap or an oil/water separator be sized smaller or larger than the minimum and maximum sizes specified in the Florida Building Code.

(f) **Installation.**

(1) **New facilities.**

a. After the effective date of this article, facilities with the potential to discharge oil and grease, which are existing, newly proposed or constructed; or existing structures, buildings or facilities which are being expanded, remodeled, or renovated to include a food/beverage service facility, vehicle or engine maintenance, sales, service, cleaning or detailing facilities or commercial laundry facilities discharging petroleum based oil and grease, where such facilities did not previously exist, shall be required to install an approved, oil and grease interceptor and/or oil and water separator.

b. Sizing calculations shall be in accordance with the criteria and formulas set forth in the latest edition of the "Manual of Standards and Specifications for Wastewater and Water Main Construction" and the Florida building Code. Oil and grease interceptors shall be installed and approved by the county prior to the issuance of a certificate of occupancy.

c. Oil and grease traps shall be prohibited except in those instances where the site does not permit the proper installation of an interceptor and the physical constraints did not result from the user's actions. Such an oil and grease trap shall require the user to apply for and receive a variance from the director pursuant to this ordinance.

d. The director may require a user to submit calculations for determining the capacity of the oil and grease management devices or facilities.

(2) **Existing facilities.** After the effective date of this article, existing automotive maintenance, sales, service, cleaning or detailing facilities and food service facilities shall be required to install an approved oil/water separator and/or oil and grease interceptor, respectively when any of the following conditions exist:

- a. The facilities are found by the director to be contributing oil and grease or solids in quantities sufficient to cause line stoppages, sewer system overflows or to increase maintenance for the county collection system;
- b. Remodeling of the food/beverage preparation or kitchen waste plumbing facilities where a permit has been issued by the county building department;
- c. Expansion of food service operations or facilities that requires a permit for the county building department;
- d. Remodeling of an automotive related enterprise, commercial laundry or similar facilities by users with the potential to contribute wastes containing petroleum based oils and greases;
- e. The facility is either discharging or has the potential to discharge fats, oil, grease, solids or petroleum oils to the county's sanitary system; or
- f. The compliance date pursuant to this article shall be determined by the director. Generally, the compliance date shall be sixty (60) days following written notification by the director to install the necessary facilities; or the final inspection date by the county building department for the new or remodeling construction.

(3) **Extensions.** Any requests for extensions to the required compliance dates shall be made in writing to the director at least fifteen (15) days and shall be done in advance of the compliance date. The written request shall include the reasons for the user's failure or inability to comply with the compliance date set forth, the additional time needed to complete the remaining work, and the steps to be taken to avoid future delays. Extensions of time shall not exceed sixty (60) days and shall only be valid if granted in writing by the director or his designee.

(g) **Maintenance.**

(1) Cleaning and maintenance of the oil and grease interceptor/trap or the oil/water separator shall be performed on a regularly scheduled basis by the user. Cleaning shall include complete removal of the entire contents of the device, including floating materials, wastewater, and bottom sludges and solids. Cleaning shall also include removal of materials from the tank walls, baffles, cross pipes, inlets, outlets and vents.

(2) Decanting, skimming or back flushing of the oil and grease trap/interceptor and/or oil and water separator or its wastes for the purpose of reducing the volume to be hauled is prohibited. Furthermore, vehicles are prohibited from discharging liquid, semi-solids, or solids into an oil and grease trap/interceptor or an oil and water separator after servicing. Vehicles capable of separating water from oil or grease shall not discharge separated water into the oil and grease interceptor/trap, the oil and water separator or into the county POTW or WWF, storm sewer, storm drain or natural stream. All discharges shall be at a State approved facility permitted to accept this type wastewater. Top skimming of floating materials, solids or liquids of oil and grease interceptors, or oil/water separators is strictly prohibited.

(3) Oil and grease interceptors and oil/water separators shall be pumped out completely and cleaned at least once every three (3) months, or every ninety (90) days, or more frequently as needed to prevent the discharge of oil and grease into the county collection system. Oil and grease traps shall be inspected at a minimum frequency of once every seven (7) days, a log of inspection dates must be maintained on site and all excessive solids and fats, grease and oil removed at that time, and the entire device cleaned (all contents completely removed) at least every ninety (90) days or more often, as necessary, to prevent pass through of fats, grease, oils and other food solids to the county collection



system, or as required to comply with the "25 Percent Rule" as defined in section 37-754(g)(6) of this article.

(4) A variance to the minimum pump-out requirements for oil and grease traps and/or oil and grease interceptors and oil/water separators described in section 37-754(g)(3) herein (above) may be granted by the control authority if the user's discharge contains minimal amounts of fats, oils, grease or solids and if the user does not cook, grill, or fry food at the premises discharging to the oil and grease traps and/or oil and grease interceptors, upon the county's review of all required user variance request submittals and upon inspection by the county to verify the information contained in user variance request submittals are accurate. At minimum, the user's variance request must include the following:

- a. A signed oil and grease management device minimum pump-out requirement variance request form;
- b. A copy of all facility menus (if available) or list of all foods prepared and/or cooked and beverages prepared, brewed or served on the premises or a list of services performed at the facility (for non-food establishments);
- c. An updated "Orange County Utilities Department Water Reclamation Division Oil and Grease Prevention Program Facility Information Survey" form;
- d. Copies of all waste disposal manifests (where applicable) for all oil and grease interceptors, oil and grease traps and oil and water separators on site for the last twelve-month period;
- e. Copies of all user inspection logs for all oil and grease traps on site for the last twelve month period; and
- f. Pay all fees related to filing a variance request with the county (where and when applicable).

(5) The county will inspect the user's oil and grease trap(s) and/or oil and grease interceptor(s) and/or oil/water separator device(s) over the requested variance extension period to determine the appropriateness of the user's variance request. The county will notify the user in writing if the user's variance request has been granted. If the county grants a user's variance request to reduce the frequency of required cleaning maintenance required for oil and grease trap and/or oil and grease interceptor and/or oil/water separator devices, the county will prepare an updated county OGPP registration certificate indicating the minimum required frequency for pretreatment device cleaning maintenance and submit this document to the user. The user will continue to be monitored and inspected by the county to assess customer compliance with all provisions required by the county's OGPP, the user shall continue to comply with all program requirements, as well as continue to pay all required program fees. The county will revoke the variance approved for the facility if the user fails to comply with county OGPP requirements, or changes the nature of the wastewater discharged to the oil and grease trap and/or oil and grease interceptor and/or oil/water separator device that has the potential to impact wastewater quality.

(6) Pumping frequency shall be determined by the director based on flows, quantity of oil and grease in the discharge, volume of business, hours of operation and seasonal variations. The user shall be responsible for maintaining the interceptor/trap or oil/water separator in such a condition for efficient and proper operation. Compliance will be evaluated as follows:

- a. Oil and grease interceptor/trap and oil and water separator compliance shall be evaluated using the "25 Percent Rule". The "25 Percent Rule" requires that the depth of oil and grease (floating and settled) in an oil and grease interceptor/trap

or an oil and water separator shall not be equal to or greater than twenty-five (25) percent of the total operating depth of the trap. The operating depth of a trap is determined by measuring the internal depth from the outlet water elevation to the bottom of the trap. In application of this rule, the depth of floating oil and grease shall not be greater than twenty (20) percent of total operating depth of a trap since solids may be settled in the bottom five (5) percent of the oil and grease interceptor/trap or oil and water separator.

b. An oil and grease interceptor shall be considered out of compliance if the oil and grease layer on top exceeds six (6) inches; or the solids layer on the bottom exceeds twelve (12) inches; or the device is not retaining/capturing oils and greases; or the removal efficiency of the oil and grease interceptor device, as determined through sampling and analysis, is less than eighty (80) percent. An oil/water separator shall be considered out of compliance if the retained oil layer is leaking into the discharge; or the captured oil reservoir is full and overflowing; if the oil and grease layer on top exceeds six (6) inches; or the solids layer on the bottom exceeds twelve (12) inches; or the containment area or vault is flooded; or the removal efficiency of the device, as determined through sampling and analysis, is less than seventy-five (75) percent.

(7) Wastes removed from each oil and grease interceptor/trap or oil/water separator shall be properly manifested or documented (for oil and grease trap wastes disposed of in drums or in the user's trash) and disposed at a facility that is permitted to receive such wastes or a location so designated by the county for such purposes, in accordance with the provisions of this article. Oil and grease trap waste that is removed by the user and disposed of in the trash shall be properly documented as such on the user's maintenance log which shall be retained on site for county inspection. Oil and grease trap wastes disposed of in drums and transported off-site for disposal shall be documented by both invoices received by the waste transporter/disposal/recycling firm and on the user's maintenance log, which shall be retained on site for county inspection. In no way shall the waste removed from an oil and grease interceptor/trap or oil/water separator (pumped waste) be returned to any private or public portion of the county collection system or treatment facilities, without prior written approval from the director. The waste disposal manifest must be signed by the waste generator (user), the waste hauler and the waste disposal facility. A copy of the waste disposal manifest must be retained on site (waste generator) for county inspection. The original copy of the completed waste disposal manifest containing all required signatures must be forwarded to the county within thirty (30) days of the waste removal date.

(8) Flushing or washing the oil and grease interceptor/trap or oil/water separator with water having a temperature in excess of one hundred forty (140) degrees Fahrenheit (°F) shall be strictly prohibited.

(9) Additives such as commercial bacteria, emulsifiers, enzymes, or other additives that absorb, purge, dissolve, saponify, emulsify, transfer or generate excessive inert solids, oils, grease, fatty acids or glycerides downstream of the application point or oil and grease interceptor/trap and/or oil and water separator or otherwise alter or transfer oils and grease, or treat wastewater drain lines, oil and grease interceptors/traps, or pump stations placed into the oil and grease interceptor/trap, oil/water separator or building sewer lateral or drain shall be strictly prohibited.

(10) Commercially available bacteria additives require approval by the director prior to product use or placement into the oil and grease interceptor/trap the oil and water separator, or building sewer lateral or drain. Each commercial bacteria additive product must be completely evaluated for safety and negative impact on the county POTW or WWF prior to product approval by the director, at the expense of the user. All product approval requests must be requested in writing to the director. Product approval for bacterial additives may be granted by the director upon the user's written request for product approval, the user's completion of all product evaluation and sampling protocol activity requirements and the user's submittal of evaluation and sampling protocol report that concludes that the product does not adversely impact the county's POTW or WWF, as determined by the director. Product approval may also be rescinded by the director if the county finds that the product is adversely impacting the county's POTW or WWF or causing pollutant pass through to the county's POTW or WWF. The use of bacterial additives will not be accepted as an alternative to the required removal of wastes from oil and grease interceptors/ traps or be accepted as a basis to lengthen the time (reduce the frequency) between required oil and grease interceptor/trap maintenance (waste removal) events. No solvents shall be introduced into the wastestream.

(11) All maintenance of oil and grease management devices, including proper disposal, shall be performed by the user at the user's sole expense.

(h) ***Registration certificate.***

(1) It is unlawful for any facility producing oils and grease to discharge waste into the county collection system without prior authorization from the director. Authorization shall be given in the form of an "oil and grease discharge registration certificate." Application for the discharge registration certificate shall be made to the director. If, after examining the information contained in the oil and grease discharge registration certificate application, it is determined by the director that the proposed discharge does not conflict with the provisions of this article, an oil and grease discharge registration certificate shall be issued allowing the discharge of such wastes into the county collection system. Each oil and grease discharge registration certificate shall be issued for a time not to exceed five (5) years from the date of issuance. The user shall apply for renewal of the oil and grease discharge registration certificate a minimum of sixty (60) days prior to the expiration of the user's existing oil and grease discharge registration certificate. The terms and conditions of the oil and grease discharge registration certificate may be subject to modification by the director during the term of the oil and grease discharge registration certificate should the limitations or requirements, as identified in this article, be modified or as other just causes may exist under state, federal or county regulations. The user shall be informed of any proposed changes in the oil and grease discharge registration certificate as issued by the director at least sixty (60) days prior to the effective date of the change(s). Any changes or new conditions in the oil and grease discharge registration certificate shall include a schedule for compliance.

(2) The director shall issue an oil and grease discharge registration certificate to the users in the OGPP. The director may require users to complete an information questionnaire and county personnel conduct a facility visit prior to issuance of the oil and grease discharge registration certificate.

(3) As a condition precedent to the granting of an oil and grease discharge registration certificate, the user under this section shall agree to hold harmless the county and the county's employees from any liabilities arising from the discharge registration certificate

holder's operations pursuant to the issuance of the oil and grease discharge registration certificate.

(4) Failure to secure a discharge registration certificate or comply with its provisions shall constitute a violation of this ordinance.

(i) *Administrative procedures.*

(1) Wastes removed or pumped from oil and grease interceptors and oil/water separators shall be tracked by a waste disposal manifest which confirms pumping, hauling and disposal of the wastes. The waste disposal manifest shall be in the format and contain the tracking information set forth by section 37-739(w)(4) and section 37-739(w)(5) of this article. The waste disposal manifest must be signed by the waste generator (user), the waste hauler and the waste disposal facility. A copy of the waste disposal manifest must be retained on-site (waste generator) for county inspection for a twelve-month period at minimum, and maintained in accordance with state and federal requirements. The original copy of the completed waste disposal manifest containing all required signatures must be forwarded to the county within thirty (30) days of the waste removal date.

(2) The user shall maintain a log of oil and grease trap maintenance activities (including waste removal), and maintain waste analysis results (where applicable) for the previous twelve (12) months. The log shall be posted in a conspicuous location on site and waste disposal documentation, waste disposal manifests, and waste analysis results shall be retained on site and made for ready and immediate access and inspection by county employees. The log and other required documentation including waste disposal manifests shall be in the format and contain the information set forth by the director. Oil/water separator waste analysis results and other wastes analyzed as required for off-site disposal shall be performed in accordance with federal and state requirements, including 40 CFR Part 136, Chapter I, Subchapter D, and Chapter 62-160, F.A.C.

(3) The user shall mail a copy of the completed waste disposal manifest or non-hazardous waste disposal manifest, documenting the pump-out activity and the proper disposal of waste within thirty (30) days of each pump-out event to the director, using the waste disposal manifest so designated by the county or state and federal agencies for such purposes.

(4) The user shall maintain a file onsite of the records and other documents pertaining to the facility's oil and grease interceptor/trap or oil/water separator. The file contents shall include, but is not limited to, the record (as-built) drawings, record of facility inspections, logs of pumping activities (for oil and grease traps), and receipts, log of maintenance activities, hauler information, waste disposal manifests with disposal information and monitoring data. The file shall be available at all times for inspection and review by authorized county employees. The file shall be retained and preserved in accordance with 40 CFR Part 403, Chapter I, Subchapter N, Chapter 62-625, F.A.C., and section 37-747(n) of this article.

(5) The director may require a user to provide, operate and maintain, at the user's expense, appropriate monitoring facilities, such as a control manhole, that are safe and accessible at all times for observation, inspection, sample collection and flow measurement of the user's discharge to the county wastewater system. The director may impose additional limitations and monitoring requirements for discharge to the county wastewater system in accordance with the provisions in this article.

(6) Enforcement.

a. A notice of violation shall be issued to a user for failure to:

- i. Submit the required user survey in a timely manner;
  - ii. Report pumping activities to the county within the designated time frame on a county-approved waste disposal manifest;
  - iii. Properly maintain (clean out or pump) the oil and grease trap/interceptor pump station or oil and grease separator, or sand and grit separator in accordance with the provisions of this article and as stated on the oil and grease discharge registration certificate;
  - iv. Maintain on site the log of oil and grease trap maintenance activities, or log of pumping activities, or maintain waste disposal documentation, waste disposal manifests, or waste analytical results;
  - v. Retain and preserve a file of records onsite at all times;
  - vi. Provide access to logs, files, records for inspection or monitoring activities;
  - vii. Properly complete and sign logs, waste disposal manifests or records required by this ordinance;
  - viii. Obtain or renew the oil and grease discharge registration certificate; or
  - ix. Pay the appropriate program fees or assessed penalties.
- b. A notice of violation shall also be issued for the following:
- i. Any discharge of wastewater containing fats, oils or grease which causes or contributes to any violation of any section of the county ordinances or codes;
  - ii. Violation of any terms or conditions of the county's OGPP registration certificate (issued by the county);
  - iii. Obtaining a county OGPP registration certificate or oil and grease interceptor/trap and/or oil and water separator variance from the county by misrepresentation or failure to disclose fully all relevant facts;
  - iv. Refusal of immediate access to the user's premises;
  - v. A discharge, which, in the opinion of the director, may cause interference with the operation or maintenance of the county's POTW or WWF or threaten human health or safety;
  - vi. Failure to provide advance notice of the transfer of business ownership of a facility registered in the county's OGPP;
  - vii. Failure to pay fines;
  - viii. Failure to pay sewer charges, surcharges or administrative fees;
  - ix. Failure to meet compliance schedules;
  - x. Falsifying oil and grease trap or oil and grease interceptor or pump station or oil and water separator maintenance reports, waste disposal manifests, laboratory reports or data;
  - xi. Tampering with monitoring equipment or oil or grease removal devices (including oil and grease traps, oil and grease interceptors, oil and water separators, pump stations and oil and water separators);
  - xii. Failure to perform laboratory analysis of oil/water separator wastes or wastewater recycling or recovery device sludges at a frequency required pursuant to 40 CFR Part 261, Chapter I, Subchapter I, through 262, and Chapter 62-730, F.A.C.;
  - xiii. Failure to obtain approval by the director before applying bacteria additives.

- c. The director shall provide the user with written notice stating the nature of the violation and the amount of time the user is required to complete the corrective action. The user shall complete corrective action within the timeframe specified on the written notice and submit evidence of compliance to the director.
- d. If a user violates or continues to violate the provisions set forth in section 37-754 of this article or fails to initiate/complete corrective action in response to a notice of violation, then the director may pursue one (1) or a combination of the following options, pursuant to the county's ERP:
- i. Pump and clean the oil and grease interceptor/trap or oil and water separator and place the appropriate charge on the user's monthly utility bill;
  - ii. Collect a sample and assess the appropriate surcharge in accordance with the provisions in section 37-755 of this article;
  - iii. Impose an administrative penalty in accordance with section 37-749(g)(5) and the county's ERP for each violation;
  - iv. Assess a reasonable fee for each additional facility compliance inspections, sample collection and laboratory analyses, or other monitoring activities;
  - v. Assign the user to the surcharge program;
  - vi. Terminate water and wastewater service; or
  - vii. A combination of the above enforcement response options, as specified in the county's ERP.
- e. Progressive enforcement action shall be pursued against users with multiple violations of the provisions in this section, including, but not limited to, termination of water service, as specified in the county's ERP.
- f. The user shall pay all outstanding fees, penalties and other utility charges prior to reinstatement of water and sewer service.
- g. Any user in the county's OGPP found in violation of the provisions of this section, and any orders, rules, regulations and permits that are issued to said user pursuant to the provisions of this article, shall be served by the county with written notice by personal delivery, by an authorized county employee or other person or by registered/certified mail (return receipt requested) that states the nature of the violation and providing a reasonable time limit for satisfactory correction of the violation. The affected user shall permanently cease all violations within the time period specified in the notice. The enforcement remedies available to the director to achieve compliance with the requirements of the OGPP shall include those set forth in sections 37-749 thru 37-751 of this article, and as specified in the county's ERP.

**(7) Fees.**

- a. The board of county commissioners shall establish by resolution reasonable fees for the implementation and enforcement of the OGPP. Fees may include, but may not be limited to, application or renewal of the oil and grease discharge registration certificate, monthly program fee, facility compliance inspections and enforcement response. Fees for the OGPP shall be set to ensure the full and equitable cost recovery for implementation and enforcement of said program.
- b. Fees and penalties related to the county's OGPP shall be invoiced on the user's monthly utility billing statement and shall be paid in accordance to the schedule set

forth in the billing document (the county's rate resolution fee directory, and the county's ERP).

c. County fees shall be applied per facility discharging pollutants regulated by the OGPP.

d. County program fees shall be applied if the facility qualifies for program application, regardless of other county pretreatment program participation.

***(Ord. No. 2002-20, § 1, 12-3-02; Ord. No. 2009-19, § 6, 7-14-09)***