



## CONTRACT NO. 10-0821

### For **COLLECTION, RECYCLING AND PROPER DISPOSAL OF USED OIL, USED OIL FILTERS, USED ANTIFREEZE, SLEDGE PADS AND OIL ABSORBENTS**

LAKE COUNTY, FLORIDA, a political subdivision of the state of Florida, its successors and assigns through its Board of County Commissioners (hereinafter "County") does hereby accept, with noted modifications, if any, the bid of **Petrotech Southeast, Inc.** (hereinafter "Contractor") to supply Collection, recycling and Proper Disposal of Used Oil, Used Oil Filters, Used Antifreeze, Sledge Pads and Oil Absorbents to the County pursuant to County Bid number **10-0821** (hereinafter "Bid"), -opening dated July 14, 2010 and Contractor's July 14, 2010 Bid response thereto with all County Bid provisions governing.

#### **Special Clauses:**

##### Public Records

All electronic files, audio and/or video recordings, and all papers pertaining to any activity performed by the CONTRACTOR for or on behalf of the COUNTY shall be the property of the COUNTY and will be turned over to the COUNTY upon request. In accordance with Chapter 119, Florida Statutes, each file and all papers pertaining to any activities performed for or on behalf of the COUNTY are public records available for inspection by any person even if the file or paper resides in the CONTRACTOR's office or facility. The CONTRACTOR shall maintain the files and papers for not less than three (3) complete calendar years after the project has been completed or terminated, or in accordance with any grant requirements, whichever is longer. Prior to the close out of the Contract, the CONTRACTOR shall appoint a records custodian to handle any records request and provide the custodian's name and telephone number(s) to the COUNTY.

##### Prohibition against Contingent Fees

The CONTRACTOR warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR to solicit or secure this Contract and that they have not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONTRACTOR, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Contract.

This Contract shall be binding upon and shall inure to the benefit of each of the parties and of their respective successors and permitted assigns.

This Contract may not be amended, released, discharged, rescinded or abandoned, except by a written instrument duly executed by each of the parties hereto.

The failure of any party hereto at any time to enforce any of the provisions of this Contract will in no way constitute or be construed as a waiver of such provision or of any other provision hereof, nor in any way affect the validity of, or the right thereafter to enforce, each and every provision of this Contract.

During the term of this Contract the CONTRACTOR assures the COUNTY that it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, in that the CONTRACTOR does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discrimination in any form or manner against the CONTRACTOR employees or applicants for employment. The CONTRACTOR understands and agrees that this Contract is conditioned upon the veracity of this statement of assurance.

A copy of the Contractor's signed Bid is attached hereto and incorporated herein, thus making it a part of this Contract except that any items not awarded have been struck through. The attachments noted below (if any) are attached hereto and are also made a part of this Contract.

Attachments: N/A

No financial obligation shall accrue against the County until Contractor shall make delivery pursuant to order of the County Procurement Services Director.

**Contractor shall submit the documents hereinafter listed prior to commencement of this Contract:  
Proof of Insurance to all participating entities (Certificate Holder)**

The County's Procurement Services Director shall be the sole judge as to the fact of the fulfillment of this Contract, and upon any breach thereof, shall, at his or her option, declare this contract terminated, and for any loss or damage by reason of such breach, whether this Contract is terminated or not, said Contractor and their surety for any required bond shall be liable.

This Contract is effective from September 1, 2010 through August 31, 2011 except the County reserves the right to terminate this Contract immediately for cause and/or lack of funds and with thirty (30) day written notice for the convenience of the County. This Contract provides for four (4) one (1) year renewals at Lake County's sole option at the terms noted in the Bid.

Any and all modifications to this Contract must be in writing signed by the County's Procurement Services Director.

LAKE COUNTY, FLORIDA

By: *Roseann Johnson*  
Senior Contracting Officer

Date: *August 25, 2010*

Distribution: Original-Bid File  
Copy-Contractor  
Copy-POOL Entities



LAKE COUNTY  
FLORIDA

INVITATION TO BID (ITB)

COLLECTION, RECYCLING AND PROPER DISPOSAL OF USED OIL, USED OIL  
FILTERS, USED ANTIFREEZE, SLUDGE, PADS AND OIL ABSORBENTS

ITB Number: 10-0821 Contracting Officer: Roseann Johnson  
Bid Due Date: July 14, 2010 Pre-Bid Conf. Date: Not applicable to this ITB  
Bid Due Time: 3:00 pm ITB Issue Date: June 23, 2010

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SPECIFIC SOLICITATION REQUIREMENTS ARE AS NOTED BELOW:	
Proposal and/or Performance Bond:	Not applicable to this ITB
Certificate of Competency/License:	See Section 1.16
Indemnification/Insurance:	See Section 1.8
Pre-Bid Conference/Walk-Thru:	Not applicable to this ITB

At the date and time specified above, all bids that have been received in a timely manner will be opened, recorded, and accepted for consideration. The names of the bidders submitting bids will be read aloud and recorded. The bids will be available for inspection during normal business hours in the Office of Procurement Services within ten (10) working days after the official bid due date. When counter-signed by an authorized County representative, this document and any specifically identified attachments may form the contract document binding the parties to all performance specified herein.

Vendors shall complete and return the entirety of this ITB Document, and attach all other information requested in this ITB document (See Provision 1.13). Failure to sign the bid response, or to submit the bid response by the specified time and date, may be cause for rejection of the bid.

NO-RESPONSE REPLY

If any vendor does not want to respond to this solicitation at this time, or, would like to be removed from Lake County's Vendor List, please mark the appropriate space, complete name below and return this page only.

- Not interested at this time; keep our firm on Lake County's Vendors List for future solicitations for this product / service
- Please remove our firm from Lake County's Vendor's List for this product / service.

VENDOR IDENTIFICATION

Company Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_  
E-mail Address: \_\_\_\_\_ Contact Person: \_\_\_\_\_

**Section 1.1: Purpose**

The purpose of this solicitation is to establish a contract for the collection, recycling and proper disposal of used oil, used oil filters, used antifreeze, sludge, pads and oil absorbents, and fluids as needs are determined by the County's various departments and all P.O.O.L (Purchasing Officials of Lake) entities.

**This is an indefinite quantity term contract with no guarantee services will be required. Neither the County nor any P.O.O.L. entity guarantee a minimum or maximum dollar amount (if any) to be expended on any contract(s) resulting from this Invitation to Bid.**

P.O.O.L. entities that may participate in this action include the Lake County Board of County Commissioners, Lake County School Board, Lake County Sheriff's Office; Lake Sumter Emergency Medical Services, Lake County Water Authority, Cities of Clermont, Eustis, Fruitland Park, Groveland, Leesburg, Mascotte, Minneola, Mount Dora, Tavares, Umatilla and the Towns of Astatula, Lady Lake and Montverde.

NOTE: There are no guarantees that the aforementioned entities will participate. However no bid shall be considered unless services to all entities are contemplated by the bidder. An award shall be made by the County.

The County is acting as "Solicitation Agent" for the identified entities and shall not be held liable for any cost, damages, etc. incurred by any entity should they enter into any resultant contracts derived from this bid request. The County has the sole authority to modify the contract.

Each entity will issue its individual order by phone, fax, entity purchasing card, purchase order or contract throughout the contract period as said needs are determined. Each entity will schedule and expedite its own orders and will be billed separately.

All participants will seek their own remedy with the contractor if any disposal service does not comply with or meet standards requested.

All controversies relating to specifications or other provisions of the bid request and the evaluation of bids or to subsequent contractual matters including failure to comply with deliveries of specifications is the responsibility of the County. Any other controversies with which the County has no control, should not be accountable, or have to resolve, such violation of the contractual conditions, including late payment on the part of other participating entities, shall be resolved with that entity and the vendor.

**Section 1.2: Designated Procurement Representative**

Questions concerning any portion of this solicitation shall be directed in writing [fax and e-mail accepted] to the below named individual who shall be the official point of contact for this solicitation. Questions should be submitted no later than five (5) working days before the bid due date.

Roseann Johnson, CPM, CPPB, Senior Contracting Officer  
Lake County BCC  
Office of Procurement Services  
315 W. Main Street, Room 416  
PO BOX 7800  
Tavares, FL 32778-7800

Phone : 352.343.9839  
Fax : 352.343.9473  
E-mail: rjohnson@lakecountyfl.gov

No answers given in response to questions submitted shall be binding upon this solicitation unless released in writing as an addendum to the solicitation by the Lake County Office of Procurement Services.

**Section 1.3: Method of Award in the County’s Best Interests**

As the best interests of the County may require, the County reserves the right to make award(s) on a lowest price basis by individual item, group of items, all or none, or a combination thereof; with one or more vendor(s); to reject any and all offers or waive any minor irregularity or technicality in bids received.

Note: This ITB may be awarded to multiple vendors. If the County awards to one or more vendors; the resulting contract(s) will not guarantee any one vendor(s) all of the business.

**Section 1.4: Pre-Bid Conference / Site Visits**

Not applicable to this solicitation

Note: Prior to award of contract(s), vendor(s) will participate in a pre-award meeting with details of the participating entities, sites and contact personnel that will be required for the successful vendor(s) to accomplish.

**Section 1.5: Term of Contract – Twelve (12) Months**

This contract shall commence on the first calendar day of the month succeeding approval of the contract by the Board of County Commissioners, or designee, unless otherwise stipulated in the Notice of Award Letter distributed by the County's Office of Procurement Services; and contingent upon the completion and submittal of all required pre-award documents. The initial contract term shall remain in effect for twelve (12) months, and then the contract will remain in effect until completion of the expressed and/or implied warranty period. The contract prices (if any) resultant from this solicitation shall prevail for the full duration of the initial contract term unless otherwise indicated elsewhere in this document.

**Section 1.6: Option to Renew for Four (4) Additional One (1) Year Period(s) (With Price Adjustment)**

Prior to, or upon completion, of the initial term of this contract, the County shall have the option to renew this contract for four (4) additional one (1) year period(s). Prior to completion of each exercised contract term, the County may consider an adjustment to price based on changes in the following pricing index: U.S. Department of Labor, Bureau of Labor Statistics (<http://www.bls.gov>), appropriate indexes. **It is the vendor's responsibility to request in writing any pricing adjustment under this provision.** The vendor's written request for adjustment should be submitted thirty (30) calendar days prior to expiration of the then current contract term. The vendor adjustment request must clearly substantiate the requested increase. The written request for adjustment should not be in excess of the relevant pricing index change. If no adjustment request is received from the vendor, the County will assume that the vendor has agreed that the optional term may be exercised without pricing adjustment. Any adjustment request received after the commencement of a new option period shall not be considered.

The County reserves the right to reject any written price adjustments submitted by the vendor and/or to not exercise any otherwise available option period based on such price adjustments. Continuation of the contract beyond the initial period, and any option subsequently exercised, is a County prerogative, and not a right of the vendor. This prerogative will be exercised only when such continuation is clearly in the best interest of the County.

**Section 1.6.1: Price Redetermination - Fuel**

If the below-identified price index for fuel (gas and/or diesel as applicable to the vendor's operation) increases by ten percent (10%) or more from the price index in effect on the beginning date of any contract resulting from this solicitation, the vendor may petition the Procurement Services Director in writing for an appropriate increase in the contract price(s). Any increase in the contract price(s) will be applied considering the relation of fuel cost to the contractor's total cost for the contracted product or service.

Any price re-determination will be solely based upon the percentage change between the base index and the current month index as documented by the:

State of Florida Department of Management Services

[http://dms.myflorida.com/business\\_operations/state\\_purchasing/vendor\\_information/state\\_contracts\\_agreements\\_and\\_price\\_lists/state\\_term\\_contracts/gasoline\\_and\\_fuel\\_oil/price\\_sheets\\_daily\\_price/price\\_sheets\\_current\\_pricing](http://dms.myflorida.com/business_operations/state_purchasing/vendor_information/state_contracts_agreements_and_price_lists/state_term_contracts/gasoline_and_fuel_oil/price_sheets_daily_price/price_sheets_current_pricing) for unleaded gas, Florida PAD 1, Orlando

The base index will be the index number for the month prior to the bid due date stated in the solicitation. The current month index will be the last month's index published before the request for a price re-determination is made.

The vendor shall provide (in writing) a cost analysis as described below for each contract price for which the vendor is requesting adjustment. This analysis must include the percentage increase calculation between the base and current month indices; a clear and detailed representation of the fuel cost component of any contract price for which an adjustment is

requested; and a calculation showing the original contract price, the requested adjustment, and the proposed revised price. As an example: if the fuel index increases by twelve percent (12%) and the fuel cost accounts for ten percent (10%) of the cost of the product or service, then the contract price may be increased by 1.2 % ( $0.12 / 0.10$ ). The vendor may submit additional clarifying or justifying information for the County's consideration. Failure to provide sufficient detail in the manner described above shall result in rejection of the vendor's request for pricing adjustment.

If the Procurement Services Director grants any increase in any contract price based upon this clause, the increased price(s) may be adjusted downward on a unilateral basis by the County if the fuel index (es) used to support any previous increase then decrease by ten percent (10%) or more. Any such decrease will be based on the calculations submitted by the vendor pertaining to any previous price increase.

This clause may be used in addition to any other price redetermination clause in this invitation/contract.

#### **Section 1.7: Method of Payment - Periodic Payments for Service Rendered**

The County and P.O.O.L. entities shall provide periodic payments for services rendered by the vendor. In order for the County to provide payment, the vendor shall submit a fully documented invoice that provides the basic information set forth below. The invoice shall be submitted to the appropriate County department within thirty (30) calendar days after the service has been rendered. It shall be understood that such invoices shall not be submitted for payment until such time as the service has been completed and a County representative has reviewed and approved the service.

All invoices shall contain the contract and/or purchase order number, date and location of delivery or service, and confirmation of acceptance of the goods or services by the appropriate County or P.O.O.L. representative. Failure to submit invoices in the prescribed manner will delay payment, and the vendor may be considered in default of contract and its contract may be terminated. Payments shall be tendered in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes.

#### **Section 1.8: Insurance (Purchase Over \$25,000)**

Each vendor shall include in its solicitation response package proof of insurance capabilities, including but not limited to, the following requirements: [This does not mean that the vendor must have the coverage prior to submittal, but, that the coverage must be in effect prior to a purchase order or contract being executed by the County.]

An original certificate of insurance, indicating that the awarded vendor has coverage in accordance with the requirements of this section, shall be furnished by the vendor to the Contracting Officer within five (5) working days of such request and must be received and accepted by the County prior to contract execution and/or before any work begins.

**SECTION 1- SPECIAL TERMS AND CONDITIONS**

ITB Number: 10-0821

The vendor shall provide and maintain at all times during the term of any contract, without cost or expense to the County, policies of insurance, with a company or companies authorized to do business in the State of Florida, and which are acceptable to the County, insuring the vendor against any and all claims, demands or causes of action whatsoever, for injuries received or damage to property relating to the performance of duties, services and/or obligations of the vendor under the terms and provisions of the contract. The vendor is responsible for timely provision of certificate(s) of insurance to the County at the certificate holder address evidencing conformance with the contract requirements at all times throughout the term of the contract.

Such policies of insurance, and confirming certificates of insurance, shall insure the vendor is in accordance with the following minimum limits:

General Liability insurance on forms no more restrictive than the latest edition of the Occurrence Form Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

Each Occurrence/General Aggregate	\$1,000,000/2,000,000
Products-Completed Operations	\$2,000,000
Personal & Adv. Injury	\$1,000,000
Fire Damage	\$50,000
Medical Expense	\$5,000
Contractual Liability	Included

Automobile liability insurance, including owned, non-owned, and hired autos with the following minimum limits and coverage:

Combined Single Limit	\$1,000,000
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Workers' compensation insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and/or any other applicable law requiring workers' compensation (Federal, maritime, etc). If not required by law to maintain workers compensation insurance, the vendor must provide a notarized statement that if he or she is injured; he or she will not hold the County responsible for any payment or compensation.

Employers Liability insurance with the following minimum limits and coverage:

Each Accident	\$1,000,000
Disease-Each Employee	\$1,000,000
Disease-Policy Limit	\$1,000,000

Professional liability and/or specialty insurance (medical malpractice, engineers, architect, consultant, environmental, pollution, errors and omissions, etc.) insurance as applicable, with minimum limits of \$1,000,000 and annual aggregate of \$2,000,000.

The following additional coverage must be provided if a dollar value is inserted below:

Loss of Use at coverage value: \$ \_\_\_\_\_

Garage Keepers Liability at coverage value: \$ \_\_\_\_\_

Lake County, a Political Subdivision of the State of Florida, and the Board of County Commissioners, shall be named as additional insured as their interest may appear on all applicable liability insurance policies.

The certificate(s) of insurance shall provide for a minimum of thirty (30) days prior written notice to the County of any change, cancellation, or nonrenewal of the provided insurance. It is the vendor's specific responsibility to ensure that any such notice is provided within the stated timeframe to the certificate holder.

Certificate(s) of insurance shall identify the applicable solicitation (ITB/RFP/RFQ) number in the Description of Operations section of the Certificate.

Certificate holder shall be:

LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF  
FLORIDA, AND THE BOARD OF COUNTY COMMISSIONERS.  
P.O. BOX 7800  
TAVARES, FL 32778-7800

Certificates of insurance shall evidence a waiver of subrogation in favor of the County, that coverage shall be primary and noncontributory, and that each evidenced policy includes a Cross Liability or Severability of Interests provision, with no requirement of premium payment by the County.

The Vendor shall be responsible for subcontractors and their insurance. Subcontractors are to provide certificates of insurance to the prime vendor evidencing coverage and terms in accordance with the Vendor's requirements.

All self-insured retentions shall appear on the certificate(s) and shall be subject to approval by the County. At the option of the County, the insurer shall reduce or eliminate such self-insured retentions or the vendor or subcontractor shall be required to procure a bond guaranteeing payment of losses and related claims expenses.

The County shall be exempt from, and in no way liable for, any sums of money, which may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention shall be the sole responsibility of the vendor and/or subcontractor providing such insurance.

Failure to obtain and maintain such insurance as set out above will be considered a breach of contract and may result in termination of the contract for default.

Neither approval by the County of any insurance supplied by the vendor or Subcontractor(s), nor a failure to disapprove that insurance, shall relieve the vendor or Subcontractor(s) of full responsibility for liability, damages, and accidents as set forth herein.

**Note: The selected vendor(s) shall provide a separate Certificate of Insurance that complies with the requirements stated above to each participating entity citing that entity as a certificate holder.**

**Section 1.9: Bonding Requirements**

Not applicable to this solicitation

**Section 1.10: Completion/Delivery**

As specified in Statement of Work

**Section 1.11: Acceptance of Goods or Services**

The services(s) rendered under the contract will not be deemed complete until service(s) is (are) accepted by the County or P.O.O.L Entities and shall be in compliance with the terms herein, fully in accord with the specifications and of the highest quality.

**Section 1.12: Warranty**

Not applicable for this ITB

**Section 1.13 Deliveries and Completion of Solicitation Response**

**Section 1.13.1: Delivery of Solicitation Response**

Unless a package is delivered by the vendor in person, all incoming mail from the U.S. Postal Service and any package delivered by a third party delivery organization (FedEx, UPS, DHL, private courier, etc.) will be opened for security and contamination inspection by the Lake County Clerk of the Circuit Court Mail Receiving Center in an off-site secure controlled facility prior to delivery to any Lake County Government facility, which includes the Lake County Office of Procurement Services.

To be considered for award, a bid or proposal must be received and accepted in the Procurement Services Office prior to the date and time established within the solicitation. Allow sufficient time for transportation and inspection.

Each package shall be clearly marked with the applicable solicitation number, title, and company name. Ensure that your bid or proposal is securely sealed in an opaque envelope/package to provide confidentiality of the bid or proposal prior to the due date stated in the solicitation.

If you plan on submitting your bid or proposal **IN PERSON**, please bring it to:

LAKE COUNTY PROCUREMENT SERVICES  
315 W. MAIN STREET  
4TH FLOOR, ROOM 416  
TAVARES, FLORIDA

If you submit your bid or proposal by the **UNITED STATES POSTAL SERVICE (USPS)**, please mail it to:

LAKE COUNTY PROCUREMENT SERVICES  
PO BOX 7800  
TAVARES, FL 32778-7800

If you submit your bid or proposal by a **THIRD PARTY CARRIER** such as FedEx, UPS, or a private courier, please send it to:

LAKE COUNTY PROCUREMENT SERVICES  
MAIL RECEIVING CENTER  
416 W. MAIN STREET  
TAVARES, FL 32778

Facsimile (fax) or electronic submissions (e-mail) will not be accepted.

**Section 1.13.2: Completion Requirements for Invitation to Bid**

**Two (2) signed original bids and three (3) complete copies of the bid submitted by the vendor shall be sealed and delivered to the Office of Procurement Services no later than the official bid due date and time. Any bid received after this time will not be considered and will be returned unopened to the submitter.** The County is not liable or responsible for any costs incurred by any Bidder in responding to this ITB including, without limitation, costs for product and/or service demonstrations if requested.

When you submit your bid, you are making a binding offer to the County and are agreeing to all of the terms and conditions in this Invitation to Bid. Use only the form(s) provided in this document. If you make any change to the content or format of any form, the County may disqualify your offer. All information shall be legible and either written in ink or typewritten. If you make a correction or change on any document, the person signing the bid proposal must initial the change. The bid shall be manually signed in **BLUE INK** by an official authorized to legally bind the Bidder to its provisions.

COMPLETION OF BID PACKAGE: The vendor shall complete all required entries in Section 4 of the bid form such as, but not limited to, pricing pages, signature, certifications, references, and acknowledgement of any solicitation addenda. The vendor shall submit the entire solicitation with all Section 4 entries completed in the number of copies specified to the address specified in this solicitation. The vendor shall also submit any supporting documents (to include proof of insurability and provision of bid bonds as required), samples, and/or descriptive literature required by any of the provisions in Section 2 of the solicitation in a separate sealed envelope / package marked "Literature for Bid (Number)."  
Do not indicate bid prices on literature.

Specific Completion Directions:

- Pricing shall be completed as directed within Section 4.
- Initial and date in **BLUE INK** the appropriate space(s) for each addendum you received for this ITB.
- Insert any prompt payment discount that you will offer. Note payment is NET 30 DAYS otherwise.
- Complete all certifications included within Section 4 of the solicitation.
- Complete the reference information sheets (include at least three references) contained within the solicitation.
- Complete the vendor information, and sign the bid (IN BLUE INK) in the spaces provided in Section 4 of the solicitation.
- If insurance is required, submit either a certificate of insurance, or evidence of insurability, that is in compliance with the stated insurance requirements.

**Section 1.14: Additional Entities and/or Entity Facilities may be added**

Although this solicitation and resultant contract identifies specific entities to be serviced, it is hereby agreed and understood that any County department or P.O.O.L agency and/or facility may be added to this contract at the option of the County. When required by the pricing structure of the contract, vendor(s) under this contract shall be invited to submit price quotes for these additional entity facilities. If these quotes are determined to be fair and reasonable, then the additional work will be awarded to the current contract vendor(s) that offers the lowest acceptable pricing. The additional site(s) shall be added to this contract by formal modification.

The County may obtain price quotes for the additional facilities from other vendors in the event that fair and reasonable pricing is not obtained from the current contract vendors, or for other reasons at the County's discretion.

**Section 1.15: Administrative Reports**

Consistent with the administrative needs of the County, certain relevant data regarding purchases of goods and/or services under County contracts is to be gathered and maintained. Accordingly, each vendor under this contract is to provide quarterly reports to the County as to the nature of the goods and/or services purchased from them by the County during the preceding three months.

The reports shall include the quantity, description and unit price(s) of the goods and/or services.

The reports are to be submitted in writing to:  
Lake County Office of Procurement Services  
Fleet Management Division  
Attention: Nikki Wright  
PO Box 7800  
Tavares, Fl 32778-7800

The reports shall be submitted no later than fifteen (15) calendar days after the expiration of the third (3rd) month of each contract period. Failure to submit such reports in a timely manner may be considered a breach of performance and subject to formal proceedings in that regard.

**Section 1.16: Certificate of Competency/Licensure, Permits, and Fees**

Any person, firm, corporation or joint venture that submits an offer in response to a County solicitation shall, at the time of such offer, hold a valid Certificate of Competency or appropriate current license issued by the State or County Examining Board qualifying said person, firm, corporation or joint venture to perform the work proposed. If work for other trades is required in conjunction with this solicitation and will be performed by a sub-contractor(s) or vendor(s) hired by the prime/responding vendor, an applicable Certificate of Competency/license issued to the sub-contractor(s)/hired vendor(s) shall be submitted with the prime/responding vendor's offer; provided, however, that the County may at its option and in its best interest allow the prime/responding vendor to supply the sub contractor(s)/hired vendor(s) certificate/license to the County during the offer evaluation period. The prime/responding vendor is responsible to ensure that all required licenses, permits, and fees (to include any inspection fees) required for this project are obtained and paid for, and shall comply with all laws, ordinances, regulations, and building or other code requirements applicable to the work contemplated herein. Damages, penalties, and/or fines imposed on the County or the vendor for failure to obtain required licenses, permits, inspection or other fees, or inspections shall be borne by the vendor.

**Section 1.17: Clean-Up**

All unusable materials and debris shall be removed from the premises at the end of each workday, and disposed of in an appropriate manner. Upon final completion, the vendor shall thoroughly clean up all areas where work has been involved as mutually agreed with the associated user department's project manager.

**Section 1.18: Competency of Vendors and Associated Subcontractors**

The County may elect to conduct a pre-award inspection of the vendor's facility during the offer evaluation process. Offers will be considered only from firms which are regularly engaged in the business of providing or distributing the goods and/or performing the services as described in the solicitation, and who can produce evidence of a consistent satisfactory record of performance. Vendors must demonstrate that they have sufficient financial support and organization to ensure that they can satisfactorily execute the contract if awarded under the terms and conditions herein stated. In the event that the vendor intends to sub-contract any part of its work to another vendor, or will obtain the goods specifically offered under this contract from another source of supply; the vendor may be required to verify the competency of its sub-contractor or supplier. The County reserves the right, before awarding the contract, to require a vendor to submit such evidence of its qualifications and the qualifications of its sub-contractor as it may deem necessary. The County may consider any evidence available to it of the financial, technical and other qualifications and abilities of any vendor responding hereunder, including past performance with the County, in determining vendor responsibility for the purposes of selecting a vendor for contract award.

**Section 1.19: Compliance with Federal Standards**

All items to be purchased under this contract shall be in accordance with all governmental standards, to include, but not be limited to, those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA).

**Section 1.20: Deletion of Facilities**

Although this solicitation identifies specific entities to be serviced, it is hereby agreed and understood that any County department or participating agency may delete service for any facility (ies) when such service is no longer required during the contract period, upon fourteen (14) calendar day's written notice to the vendor.

**Section 1.21: Emergency Service during Declared Events**

The vendor shall provide 24 hours, 7 days a week emergency service during declared events (when or if necessary) to the County under the contract. Emergency service response time (defined as the time from acknowledged notification to arrival on-site) shall be within twenty four (24) hours after notification by the County.

**Section 1.22: Key Contractor Personnel**

In submitting a proposal, the Proposer is representing that each person listed or referenced in the proposal shall be available to perform the services described for the Lake County Board of County Commissioners, barring illness, accident, or other unforeseeable events of a similar nature in which case the Proposer must be able to promptly provide a qualified replacement. In the event the Proposer wishes to substitute personnel, the Proposer shall propose a person with equal or higher qualifications and each replacement person is subject to prior written County approval. In the event the requested substitute person is not satisfactory to the County and the matter cannot be resolved to the satisfaction of the County, the County reserves the right to cancel the contract for cause.

**Section 1.23: Labor, Materials, and Equipment Shall be Supplied by the Vendor**

Unless otherwise stated in this solicitation the vendor shall furnish all labor, material and equipment necessary for satisfactory contract performance. When not specifically identified in the technical specifications, such materials and equipment shall be of a suitable type and grade for the purpose. All material, workmanship, and equipment shall be subject to the inspection and approval of the County's Project Manager.

**Section 1.24: Limited Contract Extension to Maintain Service Levels**

It is hereby agreed and understood that this contract may be extended for an additional thirty (30) day transitional period after the stated expiration date of the contract including any contract extensions exercised under the initially established option period terms of the contract. During this transitional period the vendor agrees to continue the same or a reduced level (if such

reduction is mutually agreed to and appropriately documented) of service to the County at the same prices while the new contract, also in force, is being mobilized. If the vendor is supplying equipment in conjunction with this contract, the vendor agrees to retain the equipment at the designated County premise for an additional thirty (30) calendar days after the current expiration of the Contract; at which time the equipment shall be removed from the premises. The vendor shall be allowed to invoice the affected County department for this additional period on a pro-rated basis.

#### **Section 1.25: Omission from the Specifications**

The apparent silence of this specification and any addendum regarding any details, or the omission from the specification of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail, and that only materials and workmanship of first quality are to be used. All interpretations of this specification shall be made upon the basis of this agreement.

#### **Section 1.26: Protection of Property**

All existing structures, utilities, services, roads, trees, shrubbery, and property in which the County has an interest shall be protected against damage or interrupted services at all times by the vendor during the term of this contract; and the vendor shall be held responsible for repairing or replacing property to the satisfaction of the County which is damaged by reason of the vendor's operation on the property. In the event the vendor fails to comply with these requirements, the County reserves the right to secure the required services and charge the costs of such services back to the vendor.

#### **Section 1.27: Toxic Substances/Federal "Right To Know" Regulations**

The Federal "Right to Know" Regulation implemented by the Occupational Safety and Health Administration (OSHA) and the Florida "Right-to-Know" Law requires employers to inform their employees of any toxic substances to which they may be exposed in the workplace, and to provide training in safe handling practices and emergency procedures. It also requires notification to local fire departments of the location and characteristics of all toxic substances regularly present in the workplace.

Accordingly, the vendor(s) performing under this contract shall be required to provide two (2) complete sets of Material Safety Data Sheets to **each** participating entity utilizing the awarded products. This information should be provided at the time when the initial delivery is made, on a department-by-department basis. Anytime the content of an MSDS is revised, the vendor shall promptly provide a new MSDS to the participating entities with the new information relevant to the specific product.

Additionally, vendor(s) may be requested to provide Material Safety Data Sheets to the County during the evaluation period.

**Section 1:28 Drums**

The County shall not pay any deposit or purchase of drums or storage container. The vendor(s) shall coordinate with the appropriate fleet managers or P.O.O.L. entity staff member to establish a schedule for the pickup of the filled drums or storage containers. The contractor shall bring an empty drum or storage container when picking up drums of any of the used oil, used oil filters, used antifreeze, sludge, pads and oil absorbents, and fluids products.

**Section 1.29: Minimum Wages**

Under this contract, the wage rate paid to all laborers, mechanics and apprentices employed by the vendor for the work under the contract, shall not be less than the wage rates for similar classifications of work as established by the Federal Government and enforced by the U.S. Department of Labor, Wages and Hours Division, and Florida's Minimum Wage requirements in Article X, Section 24 (f) of the Florida Constitution and enforced by the Florida Legislature by statute or the State Agency for Workforce Innovation by rule, whichever is higher.

**Section 1.30: Background Screening (Applicable to School Board Deliveries Only)**

The contractor represents and warrants to the SCHOOL BOARD that the contractor has read and is familiar with Florida Statute Sections 1012.32, 1012.465, 1012.467, and 1012.468 regarding background investigations. Contractor covenants to comply with all requirements of the above-cited statutes and shall provide SCHOOL BOARD with proof of compliance upon request. Contractor agrees to indemnify and hold harmless the SCHOOL BOARD, its officers, agents and employees from any liability in the form of physical injury, death, or property damage resulting from the contractor's failure to comply with the requirements of this paragraph or Florida Statute Sections 1012.32, 1012.465, 1012.467 and 1012.468.

**Section 1.31: Minimum Wages Based on Federal Law**

Under this contract, the wage rate paid to all laborers, mechanics and apprentices employed by the vendor for the work under the contract, shall not be less than the prevailing wage rates for similar classifications of work as established by the Federal Government and enforced by the U.S. Department of Labor, Wages and Hours Division, and Florida's Minimum Wage requirements in Article X, Section 24 (f) of the Florida Constitution and enforced by the Florida Legislature by statute or the State Agency for Workforce Innovation by rule, whichever is higher.

**SCOPE OF SERVICES**

The purpose of this solicitation is to establish a contract for the collection, recycling and proper disposal of used oil, used oil filters, used antifreeze, sludge, pads and oil absorbents, and fluids as needs are determined by the County's various departments and all participating P.O.O.L entities.

The vendor(s) shall provide any and all equipment and personnel to collect, transport, screen, treat and recycle used oil, used antifreeze, used oil filters, sludge, pads and oil absorbents, and fluids for all the participating entities. The vendor(s) shall also be responsible to dispose of these materials according to the Florida Department of Environmental Protection regulations.

The vendor(s) shall have a minimum of three (3) years in the hazardous waste collection, transport, treatments, disposal of the used oil, used oil filters, used antifreeze, sludge, pads and oil absorbents, and fluids.

The vendor(s) shall have valid FDOT and EPA identifications numbers for the transportation of the used oil, used oil filters, used antifreeze, sludge, pads and oil absorbents, and fluids. Vendor(s) shall include copies of these identification numbers with their bid submittal. The vendor(s) personnel shall have the appropriate State of Florida driver's licenses for the transportation of the materials.

The vendor(s) vehicles shall be labeled and placarded per state and federal requirements.

The vendor(s) shall have procedures for screening unacceptable used oil, used oil filters, used antifreeze, sludge, pads and oil absorbents, and fluids. Vendor(s) are to attach copy of these procedures or explanation of these procedures to their bid submittal.

The vendor(s) shall be responsible for sorting of the unusable products. The vendor(s) shall be responsible for disposal of any material that becomes contaminated along with any of the containers.

The vendor(s) shall identify all treatment, storage or disposal facilities they will utilize during any contract awarded for this ITB.

The vendor(s) will need to submit the following for each facility utilized.

- Name of Facility
- Address of Facility
- Phone Number of the Facility
- Contact Person for the Facility
- Copies of Each Applicable State and/or Federal Permits
- Compliance Status
- Any Notices of Violations in the Past Two (2) Years
- Explanations of Violations (Explain what changes that have occurred to make the facility appropriate and safe to utilize at this time)

The County reserves the right to inspect with reasonable notice any facility used for the management of the used oils, filters and antifreeze.

The vendor(s) shall supply at no charge to the participating entities the equipment (15, 30 or 55 gallon drums, etc.) to store the used oil, used filters and used antifreeze. The amount of material to be recycled, treated or disposed of shall be determined by utilizing metered removal, gauging or physical measurement.

The vendor(s) shall also be able to train any and all P.O.O.L. employees on the proper storage of the used oil, used oil filters, used antifreeze, sludge, pads and oil absorbents, and fluids for the vendor(s) ease and any state or federal compliance for transport.

The County and other participating entities' priority is to recycle and reuse products as deemed acceptable. Products not recycled, reused or treated shall be disposed per state and federal regulations.

Standard operational hours of all the participating entities will be from 8:00am to 5:00pm Monday through Friday. All entities shall be closed for the major holidays. Actual hours of operations and closures of the participating entities will be provided to the awarded vendor(s).

**3.1 DEFINITIONS**

**Addenda:** A written change to a solicitation.

**Bid:** Shall refer to any offer(s) submitted in response to this Invitation to Bid.

**Bidder:** Shall refer to anyone submitting a bid in response to an Invitation to Bid.

**Contract:** The agreement to perform the services set forth in this solicitation. The contract will be comprised of the solicitation document signed by both parties with any addenda and other attachments specifically incorporated.

**Contractor:** The vendor to which award has been made.

**County:** Shall refer to Lake County, Florida.

**Invitation to Bid (ITB):** Shall mean this solicitation document, including any and all addenda. An ITB contains well-defined terms, conditions, and specifications, and is awarded to the lowest priced responsive and responsible bidder.

**Modification:** A written change to a contract.

**Responsible:** Refers to a bidder that has the capacity and capability to perform the work required under an Invitation to Bid, and is otherwise eligible for award.

**Responsive:** Refers to a bidder that has taken no exception or deviation from the terms, conditions, and specifications set forth in an Invitation to Bid.

**Solicitation:** The written document requesting either bids or proposals from the marketplace.

**Vendor:** A general reference to any entity responding to this solicitation or performing under any resulting contract.

The County has established for purposes of this Invitation to Bid (ITB) that the words "shall", "must", or "will" are equivalent in this ITB and indicate a mandatory requirement or condition, the material deviation from which shall not be waived by the County. A deviation is material if, in the County's sole discretion, the deficient response is not in substantial accord with this ITB's mandatory requirements. The words "should" or "may" are equivalent in this ITB and indicate very desirable conditions or requirements, but are permissive in nature.

**3.2 INSTRUCTIONS TO BIDDERS****A. Bidder Qualification**

It is the policy of the County to encourage full and open competition among all available qualified vendors. All vendors regularly engaged in the type of work specified in the solicitation are encouraged to submit bids. Vendors may enroll with the County to be included on a mailing list for selected categories of goods and services. To be recommended for award the County requires that vendors provide evidence of compliance with the requirements below upon request:

1. Disclosure of Employment
2. Disclosure of Ownership
3. Drug-Free Workplace
4. W-9 and 8109 Forms – The vendor must furnish these forms upon request as required by the Internal Revenue Service.
5. Social Security Number – The vendor must provide a copy of the primary owner's social security card if the social security number is being used in lieu of the Federal Identification Number (F.E.I.N.)
6. Americans with Disabilities Act (A.D.A.)
7. Conflict of Interest
8. Debarment Disclosure Affidavit
9. Nondiscrimination
10. Family Leave
11. Antitrust Laws – By acceptance of any contract, the vendor agrees to comply with all applicable antitrust laws.

**B. Public Entity Crimes**

Pursuant to Section 287.133(2)(a) of the Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may

not be awarded or perform as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

**C. Request for Additional Information**

Any communication or inquiries, except for clarification of process or procedure already contained in the solicitation, are to be made in writing to the attention of the procurement representative identified in the solicitation no later than five (5) working days prior to the bid due date. Such inquiries shall contain the requester's name, address, and telephone number. If transmitted by facsimile, the request should also include a cover sheet with the bidder's facsimile number.

The Office of Procurement Services may issue an addendum in response to any inquiry received, prior to bid opening, which changes, adds to, or clarifies the terms, provisions, or requirements of the solicitation. The bidder should not rely on any representation, statement or explanation whether written or verbal, other than those made in this solicitation document or in any addenda issued. Where there appears to be a conflict between this solicitation and any addenda, the last addendum issued shall prevail. It is the bidder's responsibility to ensure receipt of all addenda and any accompanying documentation. The bidder is required to submit with its bid a signed "Acknowledgment of Addenda" form when any addenda have been issued. Failure to acknowledge each addendum may prevent the bid from being considered for award.

**D. Contents of Solicitation and Bidders' Responsibilities**

It is the responsibility of the bidder to become thoroughly familiar with the requirements, terms, and conditions of this solicitation. Pleas of ignorance of these matters by the bidder will not be accepted as a basis for varying the requirements of the County or the amount to be paid to the vendor.

**E. Restricted Discussions**

From the date of issuance of this solicitation until final County action, vendors should not discuss the solicitation or any part thereof with any employee, agent, or any other representative of the County except as expressly authorized by the designated procurement representative. The only communications that shall be considered pertinent to this solicitation are appropriately signed written documents from the vendor to the designated procurement representative and any relevant written document promulgated by the designated procurement representative.

**F. Change or Withdrawal of Bids**

**Changes to Bid** - Prior to bid opening, a bidder may change its bid by submitting a new bid as specified in the solicitation with a letter on the firm's letterhead, signed by an authorized agent stating that the new submittal replaces the original submittal. The new submittal shall contain the letter and all information as required for submitting the original bid. No changes to a bid will be accepted after the bid due date.

**Withdrawal of Bid** - A bid may be withdrawn, either physically or by written notice, at any time prior to the bid due date. If withdrawn by written notice, that notice must be addressed to, and received by, the designated procurement representative prior to the bid due date and time. A bid may also be withdrawn after expiration of the specified bid acceptance period, and prior to award, by submitting a letter to the designated procurement representative. The withdrawal letter must be on company letterhead and signed by an authorized agent of the bidder.

**G. Conflicts within the Solicitation**

Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Technical Specifications, the Pricing Section, or any addendum issued, the order of precedence shall be: the last addendum issued, the Bid Price Section, the Technical Specifications, the Special Conditions, and then the General Terms and Conditions. It is incumbent upon the vendor to identify such conflicts to the designated procurement

representative prior to the bid or proposal response date.

#### H. Prompt Payment Terms

It is the policy of the County that payment for all purchases by County agencies shall be made in a timely manner and that interest payments will be made on late payments in accordance with Part VII, Chapter 218, Florida Statutes, known as the Florida Prompt Payment Act. The bidder may offer cash discounts for prompt payments; however, such discounts will not be considered in determining the lowest price during bid evaluation. Bidders are requested to provide prompt payment terms in the space provided on the signature page of the solicitation.

#### 3.3 PREPARATION OF BIDS

- A. The Bid Pricing Section of this solicitation defines the goods or services to be purchased, and must be completed and submitted with the bid. Use of any other form or alteration of the form may result in the rejection of the bid.
- B. The bid submitted must be legible, and completed using typewriter, computer or ink. Any entry change must be crossed out and initialed in ink. Failure to comply with these requirements may cause the bid to be rejected.
- C. An authorized agent of the bidder's firm must sign the bid. **FAILURE TO SIGN THE BID MAY RENDER THE BID NON-RESPONSIVE.**
- D. The bidder may be considered non-responsive if bids are conditioned to modifications, changes, or revisions to the terms and conditions of this solicitation.
- E. The bidder may submit alternate bid(s) for the same solicitation provided that such offer is allowable under the terms and conditions. The alternate bid must meet or exceed the minimum requirements and be submitted as a separate bid marked "Alternate Bid"
- F. When there is a discrepancy between the unit prices and any extended prices, the unit prices will prevail.
- G. Any bid received after the stipulated bid due date and time through no fault of the County will be considered late, and except under the most exceptional circumstances, not be considered for award.

#### 3.4 CANCELLATION OF SOLICITATION

The County reserves the right to cancel, in whole or in part, any Invitation to Bid when it is in the best interest of the County.

#### 3.5 AWARD

- A. Award may be made to the lowest priced responsive and responsible bidder. The County reserves the right to reject any and all bids, to waive non-material irregularities or technicalities and to re-advertise for all or any part of this solicitation as deemed in its best interest. The County shall be the sole judge of its best interest.
- B. When there are multiple line items in a solicitation, the County reserves the right to award on an individual item basis, any combination of items, total low bid or in whichever manner deemed in the best interest of the County. This provision specifically supersedes any method of award criteria stated in the solicitation when such action is clearly necessary to protect the best interests of the County.
- C. The County reserves the right to reject any and all bids if it is determined that prices are excessive or determined to be unreasonable, or it is otherwise determined to be in the County's best interest to do so.
- D. The County reserves the right to negotiate prices with the low bidder, provided that the scope of work is not amended.
- E. Award of this solicitation will only be made to firms that satisfy all necessary legal requirements to do business with the County. The County may conduct a pre-award inspection of the bidder's site or hold a pre-award qualification hearing to determine the responsibility and capacity of the bidder to perform the requirements of this solicitation. Award of the contract resulting from this solicitation may be predicated on compliance with and submittal of all required documents as

stipulated in the solicitation.

- F. The bidder's performance as a prime contractor or subcontractor on previous County contracts shall be taken into account in evaluating the responsibility of a bidder that submitted a bid under this solicitation.
- G. The Director of Procurement Services will decide all tie bids in consonance with current written procedure in that regard.

#### 3.6 CONTRACT EXTENSION

The County has the unilateral option to extend a contract for up to ninety (90) calendar days beyond the current contract period. In such event, the County will notify the vendor(s) in writing of such extensions. The contract may be extended beyond the initial ninety (90) day extension upon mutual agreement between the County and the vendor(s). Exercise of the above options requires the prior approval of the Director of Procurement Services.

#### 3.7 WARRANTY

All warranties express and implied, shall be made available to the County for goods and services covered by this solicitation. All goods furnished shall be fully guaranteed by the vendor against factory defects and workmanship. At no expense to the County, the vendor shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty period. The special conditions of the solicitation may supersede the manufacturer's standard warranty.

#### 3.8 ESTIMATED QUANTITIES

Estimated quantities or dollars are for bidder's guidance only. No guarantee is expressed or implied as to quantities or dollar value that will be used during the contract period. The County is not obligated to place any order for a given amount subsequent to the award of this solicitation. The County may use any stated estimated quantities in the award evaluation process. Estimated quantities do not contemplate or include possible additional quantities that may be ordered by other government, quasi-governmental or non-profit entities utilizing this contract. In no event shall the County be liable for payments in excess of the amount due for quantities of goods or services actually ordered.

#### 3.9 NON-EXCLUSIVITY

It is the intent of the County to enter into an agreement that will satisfy its needs as described within this solicitation. However, the County reserves the right as deemed in its best interest to perform, or cause to be performed, the work and services, or any portion thereof, herein described in any manner it sees fit. In no case will the County be liable for billings in excess of the quantity of goods or services actually provided under this contract.

#### 3.10 CONTINUATION OF WORK

Any work that commences prior to and will extend beyond the expiration date of the current contract period shall, unless terminated by mutual written agreement between the County and the vendor, continue until completion without change to the then current prices, terms and conditions.

#### 3.11 PROTEST OF AWARD

A vendor wishing to protest any award decision resulting from this solicitation shall do so as set forth in the County's Purchasing Procedure Manual. It is incumbent upon the vendor to be aware of the posting of any associated award recommendation. Any protest received after the actual contract award date may be rejected.

#### 3.12 RULES, REGULATIONS AND LICENSES

The vendor shall comply with all federal, state, and local laws and regulations applicable to provision of the goods and/or services specified in this solicitation.

#### 3.13 SUBCONTRACTING

Unless otherwise specified in this solicitation, the vendor shall not subcontract any portion of the work without the prior written

consent of the County. The ability to subcontract may be further limited by the Special Conditions. Subcontracting without the prior consent of the County may result in termination of the contract for default.

#### **3.14 ASSIGNMENT**

The vendor shall not assign or transfer any contract resulting from this solicitation, including any rights, title or interest therein, or its power to execute such contract to any person, company or corporation without the prior written consent of the County.

#### **3.15 DELIVERY**

Unless otherwise specified in the solicitation, prices quoted shall be F.O.B. Destination. Freight shall be included in the bid price.

#### **3.16 RESPONSIBILITIES AS EMPLOYER**

The employee(s) of the vendor shall be considered to be at all times its employee(s), and not an employee(s) or agent(s) of the County or any of its departments. The contractor shall provide employee(s) capable of performing the work as required. The County may require the contractor to remove any employee it deems unacceptable. All employees of the contractor may be required to wear appropriate identification.

#### **3.17 INDEMNIFICATION**

To the extent permitted by law, the vendor shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the agreement by the vendor or its employees, agents, servants, partners, principals or subcontractors. The vendor shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred thereon. The vendor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the vendor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

#### **3.18 COLLUSION**

Where two (2) or more related parties, as defined herein, each submit a bid for the same contract, such bids shall be presumed to be collusive. The foregoing presumption may be rebutted by the presentation of evidence as to the extent of ownership, control and management of such related parties in preparation and submittal of such bids. Related parties shall mean bidder or the principals thereof which have a direct or indirect ownership interest in another bidder for the same contract or in which a parent company or the principals thereof of one bidder have a direct or indirect ownership interest in another bidder for the same contract. Furthermore, any prior understanding, agreement, or connection between two (2) or more corporations, firms, or persons submitting a bid for the same materials, supplies, services, or equipment shall also be presumed to be collusive. Bids found to be collusive shall be rejected. Bidders which have been found to have engaged in collusion may be considered non-responsible, and may be suspended or debarred, and any contract resulting from collusive bidding may be terminated for default.

#### **3.19 MODIFICATION OF CONTRACT**

Any contract resulting from this solicitation may be modified by mutual consent of duly authorized parties, in writing through the issuance of a modification to the contract and/or purchase order as appropriate. This presumes the modification itself is in compliance with all applicable County procedures.

#### **3.20 TERMINATION FOR CONVENIENCE**

The County, at its sole discretion, reserves the right to terminate this contract upon thirty (30) days written notice. Upon receipt of such notice, the vendor shall not incur any additional costs under this contract. The County shall be liable only for reasonable costs incurred by the vendor prior to notice of termination. The County shall be the sole judge of "reasonable costs."

#### **3.21 TERMINATION DUE TO UNAVAILABILITY OF FUNDING IN SUCCEEDING FISCAL YEARS**

When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, the contract shall be cancelled and the vendor shall be reimbursed for the reasonable value of any non-recurring costs incurred amortized in the price of the supplies or services/tasks delivered under the contract.

#### **3.22 TERMINATION FOR DEFAULT**

The County reserves the right to terminate this contract, in part or in whole, or place the vendor on probation in the event the vendor fails to perform in accordance with the terms and conditions stated herein. The County further reserves the right to suspend or debar the vendor in accordance with the appropriate County ordinances, resolutions and/or administrative orders. The vendor will be notified by letter of the County's intent to terminate. In the event of termination for default, the County may procure the required goods and/or services from any source and use any method deemed in its best interest. All re-procurement cost shall be borne by the vendor.

#### **3.23 FRAUD AND MISREPRESENTATION**

Any individual, corporation or other entity that attempts to meet its contractual obligations with the County through fraud, misrepresentation or material misstatement, may be debarred for up to five (5) years. The County as a further sanction may terminate or cancel any other contracts with such individual, corporation or entity with such vendor held responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

#### **3.24 RIGHT TO AUDIT**

The County reserves the right to require the vendor to submit to an audit by any auditor of the County's choosing. The Contractor shall provide access to all of its records, which relate directly or indirectly to this Agreement at its place of business during regular business hours. The vendor shall retain all records pertaining to this Agreement and upon request make them available to the County for three (3) years following expiration of the Agreement. The vendor agrees to provide such assistance as may be necessary to facilitate the review or audit by the County to ensure compliance with applicable accounting and financial standards.

#### **3.25 PROPRIETARY/CONFIDENTIAL INFORMATION**

Bidders are hereby notified that all information submitted as part of, or in support of bid submittals will be available for public inspection after opening of bids in compliance with Chapter 119 of the Florida Statutes (the "Public Record Act."). The bidder should not submit any information in response to this solicitation which the bidder considers proprietary or confidential. The submission of any information to the County in connection with this solicitation shall be deemed conclusively to be a waiver of any protection from release of the submitted information unless such information is exempt or confidential under the Public Records Act.

#### **3.26 CONTRACTING WITH COUNTY EMPLOYEES**

Any County employee or member of his or her immediate family seeking to contract with the County shall seek a conflict of interest opinion from the procurement representative designated herein prior to submittal of a response or application of any type to contract with the County. The affected employee shall disclose the

employee's assigned function within the County and interest or the interest of his or her immediate family in the proposed contract and the nature of the intended contract.

### 3.27 INCURRED EXPENSES

This ITB does not commit the County to make an award nor shall the County be responsible for any cost or expense which may be incurred by any bidder in preparing and submitting a bid, or any cost or expense incurred by any bidder prior to the execution of a purchase order or contract agreement. By submitting a bid, the bidder also agrees that the County bears no responsibility for any costs of the bidder associated with any administrative or judicial proceedings resulting from this solicitation process.

### 3.28 COUNTY IS TAX-EXEMPT

The County is generally exempt from Federal Excise Taxes and all State of Florida sales and use taxes. Do not include any tax on any item or service. The County will sign an exemption certificate if submitted by the contractor. Contractors doing business with the County are not exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the County, nor shall any contractor be authorized to use any of the County's Tax Exemptions in securing such materials.

### 3.29 GOVERNING LAWS

The interpretation, effect, and validity of any contract(s) resulting from this ITB shall be governed by the laws and regulations of the State of Florida, and Lake County, Florida. Venue of any court action shall be in Lake County, Florida. In the event that a suit is brought for the enforcement of any term of the contract, or any right arising there from, the parties expressly waive their respective rights to have such action tried by jury trial and hereby consent to the use of non-jury trial for the adjudication of such suit.

### 3.30 STATE REGISTRATION REQUIREMENTS

Any corporation submitting a bid in response to this ITB shall either be registered or have applied for registration with the Florida Department of State in accordance with the provisions of Chapter 607, Florida Statutes. A copy of the registration/ application may be required prior to award of a contract. Any partnership submitting a bid in response to this ITB shall have complied with the applicable provisions of Chapter 620, Florida Statutes. For additional information on these requirements, please contact the Florida Secretary of State's Office, Division of Corporations, 800.755.5111 (<http://www.dos.state.fl.us>).

### 3.31 PRIME CONTRACTOR

The vendor awarded the contract shall act as the prime contractor for all required items and services and shall assume full responsibility for the procurement and maintenance of such items or services. The vendor shall be considered the sole point of contact with regard to all stipulations, including payment of all charges and meeting all requirements of this ITB. All subcontractors will be subject to advance review by the County in regards to competency and security concerns. After the award of the contract no change in subcontractors will be made without the consent of the County. The vendor shall be responsible for all insurance, permits, licenses, and related matters for any and all subcontractors. Even if the subcontractor is self-insured, the County may require the contractor to provide any insurance certificates required by the work to be performed.

### 3.32 FORCE MAJEURE

The parties will exercise every reasonable effort to meet their respective obligations hereunder, but shall not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with any Government law or regulation, acts of nature, acts or omissions of the other party, Government acts or omissions, fires, strikes, national disasters, wars, riots, transportation problems and/or any other cause whatsoever beyond the reasonable control

of the parties. Any such cause will extend the performance of the delayed obligation to the extent of the delay so incurred.

### 3.33 OTHER AGENCIES

With the consent of the vendor, other agencies may make purchases in accordance with the contract. Such purchases shall be governed by the same terms and conditions as stated herein with the exception of the change in agency name.

### 3.34 NO CLAIM FOR DAMAGES

No claim for damages or any claim other than for an extension of time shall be made or asserted against the County because of any delays. No interruption, interference, inefficiency, suspension, or delay in the commencement or progress of the Work shall relieve the vendor of duty to perform, or give rise to any right to damages or additional compensation from the County. The vendor's sole remedy shall be the right to seek an extension to the contract time. However, this provision shall not preclude recovery of damages by the vendor for hindrances or delays due solely to fraud, bad faith, or active interference on the part of the County.

### 3.35 TRUTH IN NEGOTIATION CERTIFICATE

For all lump-sum or cost-plus fixed fee agreements exceeding \$150,000, the firm awarded the agreement must execute a truth in negotiation certificate stating that the wage rates and other factual unit costs are accurate, complete and current, at the time of contracting. Any agreement requiring this certificate shall contain a provision that the original agreement price and any additions shall be adjusted to exclude any significant sums by which the owner determines the agreement price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such agreement adjustments shall be made within one (1) year following the end of the contract. Execution of this Agreement constitutes execution of the Truth in Negotiation Certificate.

### 3.36 GRANT FUNDING

In the event any part of the contract is to be funded by federal, state, or other local agency monies, the vendor hereby agrees to comply with all requirements of the funding entity applicable to the use of the monies, including full application of requirements involving the use of minority firms, women's business enterprises, and labor surplus area firms. Vendors are advised that payments under the contract may be withheld pending completion and submission of all required forms and documents required of the vendor pursuant to the grant funding requirements. A copy of the requirements shall be supplied to the vendor by the County upon request.

**ITB TITLE: COLLECTION, RECYCLING AND PROPER DISPOSAL OF USED OIL, OIL FILTERS AND ANTIFREEZE**

NOTES:

- Lake County is exempt from all taxes (Federal, State, Local). Pricing should be less all taxes. A Tax Exemption Certificate will be furnished upon request.
- The vendor shall not alter or amend any of the information (including, but not limited to stated units of measure, item description, or quantity) stated in the Pricing Section. If any quantities are stated in the pricing section as being “estimated” quantities, vendors are advised to review the “Estimated Quantities” clause contained in Section 3 of this solicitation.
- Each price offered in your bid shall be a firm-fixed price, exclusive of any tax. Any bid containing a modifying or “escalator” clause not specifically allowed for under the solicitation will not be considered.
- All pricing shall be FOB Destination unless otherwise specified in this solicitation document.
- All pricing submitted shall remain valid for a 90 day period. By signing and submitting a response to this solicitation, the vendor has specifically agreed to this condition.
- **Vendors are advised to visit our website at <http://www.lakecountyfl.gov> and register as a potential vendor. Vendors that have registered on-line receive an e-mail notice when the County issues a solicitation matching the commodity codes selected by a vendor during the registration process.**

**ACKNOWLEDGEMENT OF ADDENDA**

**INSTRUCTIONS:** Complete Part I or Part II, whichever applies

<b>Part I:</b>
<p>The bidder must list below the dates of issue for each addendum received in connection with this ITB:</p> <p style="text-align: center;">Addendum #1, Dated: <u>N/A</u> _____</p> <p style="text-align: center;">Addendum #2, Dated: _____</p> <p style="text-align: center;">Addendum #3, Dated: _____</p> <p style="text-align: center;">Addendum #4, Dated: _____</p>
<b>Part II:</b>
<p><input checked="" type="checkbox"/> No Addendum was received in connection with this ITB.</p>

## PRICING SECTION

Item Number	Item Description	Unit	Unit Price
1.	Used Oil Recycling per the preceding terms, conditions and statement of work. <b>Price paid to the County or Entities</b>	Per Gallon	\$ <u>0.62</u>
2.	Used Oil-Contaminated Disposal per the preceding terms, conditions and statement of work. <b>Price paid to the County or Entities</b> <b>Price paid by the County or Entities</b> <small>*Price applies if product is non-hazardous and &gt;85% used oil.</small>	Per Gallon Per Gallon	\$ <u>FREE*</u> \$ <u>FREE*</u>
3.	Used Oil Filter Recycling per the preceding terms, conditions and statement of work. <b>Price paid to the County or Entities</b> <b>Price paid by the County or Entities</b>	Per Gallon Per Gallon	\$ <u>FREE</u> \$ <u>FREE</u>
4.	Used Antifreeze Recycling per the preceding terms, conditions and statement of work. <b>Price paid to the County or Entities</b> <b>Price paid by the County or Entities</b>	Per Gallon Per Gallon	\$ <u>FREE</u> \$ <u>FREE</u>
5.	Pads and Oil Absorbents Recycling per the preceding terms, conditions and statement of work. <b>Price paid to the County or Entities</b> <b>Price paid by the County or Entities</b>	Per Gallon Per Gallon	\$ _____ \$ <u>1.45</u>
6.	Sludge Recycling per the preceding terms, conditions and statement of work. <b>Price paid to the County or Entities</b> <b>Price paid by the County or Entities</b>	Per Gallon Per Gallon	\$ _____ \$ <u>1.05</u>
7.	Other Liquids Recycling per the preceding terms, conditions and statement of work. <b>Price paid to the County or Entities</b> <b>Price paid by the County or Entities</b>	Per Gallon Per Gallon	\$ _____ \$ <u>0.36</u>
8.	Labor rate per hour for additional services	Hour Rate	\$ <u>40.00</u>
9.	VAC Truck with operator	Hour Rate	\$ <u>80.00</u>

**SECTION 4 – PRICING/ CERTIFICATIONS/ SIGNATURES**

ITB Number: 10-0821

	<p>Name and telephone of person to contact for emergency service:</p> <p>Name: <u>Jason Yates or Jorge Banos</u></p> <p>Telephone/Cell/Pager/Number: <u>813-892-3961 or 407-467-0041</u></p> <p>Disaster Assistance Name: <u>Jason Yates</u> Home/Telephone/Cell/Beeper Number <u>813-892-3961 (cell)</u></p> <p>Calendar days required to commence contract: <u>3</u> days</p>		
--	---	--	--



**THE FOLLOWING DOCUMENTS ARE ATTACHED**

**Attachment 1: Work References**

## WORK REFERENCES

Agency	Orange County Fleet Maintenance
Address	4400 Vineland Road
City,State,ZIP	Orlando, FL 32811
Contact Person	Ronald Younger
Telephone	407-836-8251
Date(s) of Service	~10 Years, continuous.
Type of Service	Used Oil, Antifreeze, Filter Recycling, Oil/Water Separator Maintenance
Comments:	Requires very similar service to that requested by Lake Co.

Agency	Orlando Utility Commission
Address	5100 S. Alafaya Trail
City,State,ZIP	Orlando, FL 32831
Contact Person	Dustin Catrett
Telephone	321-332-3885
Date(s) of Service	~7 Years, continuous
Type of Service	Used Oil, Antifreeze, Filter Recycling, Utility Plant Environmental Maintenance, Emergency Spill Response
Comments:	

Agency	Orange County Public Schools
Address	6501 Magic Way
City,State,ZIP	Orlando, FL 32809
Contact Person	Earl McCall
Telephone	407-317-3900 *7642
Date(s) of Service	~ 5 Years, continuous
Type of Service	Used Oil, Antifreeze, Filter Recycling, Oil/Water Separator Maintenance, Emergency Spill Response
Comments:	



# CERTIFICATE OF LIABILITY INSURANCE

OP ID HA  
PETS002

DATE (MM/DD/YYYY)

11/13/09

<b>PRODUCER</b> *Huckleberry Sibley & Harvey* 1020 N Orlando Ave. Suite 200 Maitland FL 32751 Phone: 800-300-6641 Fax: 407-628-1635		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
<b>INSURED</b> Petrotech Southeast, Inc. Mr. Jaff Yates 200 Ocoee Apopka Rd Ocoee FL 34761		<b>INSURERS AFFORDING COVERAGE</b>	<b>NAIC #</b>
		INSURER A: Greenwich Insurance Company	22322
		INSURER B: Indian Harbor Insurance Co	36940
		INSURER C: Travelers Indemnity Company	
		INSURER D: XL Specialty Insurance Co	37885
		INSURER E:	

## COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L TR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY	GEC000750709	11/16/09	11/16/10	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$ 5,000
					PERSONAL & ADV INJURY	\$ 1,000,000
					GENERAL AGGREGATE	\$ 2,000,000
					PRODUCTS - COMP/OP AGG	\$ 2,000,000
					Emp Ben.	1,000,000
D	AUTOMOBILE LIABILITY	ABC000750610	11/16/09	11/16/10	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS				AUTO ONLY - EA ACCIDENT	\$
	<input checked="" type="checkbox"/> NON-OWNED AUTOS				OTHER THAN AUTO ONLY: EA ACC	\$
					AGG	\$
						\$
						\$
						\$
B	EXCESS / UMBRELLA LIABILITY	URC001048908	11/16/09	11/16/10	EACH OCCURRENCE	\$ 4,000,000
	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$ 4,000,000
	<input type="checkbox"/> DEDUCTIBLE					\$
	<input checked="" type="checkbox"/> RETENTION \$10,000					\$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)				WC STATUTORY LIMITS	OTHER
	If yes, describe under SPECIAL PROVISIONS below				E.L. EACH ACCIDENT	\$
					E.L. DISEASE - EA EMPLOYEE	\$
					E.L. DISEASE - POLICY LIMIT	\$
B	Pollution Liab	PEC00750803	11/16/07	11/16/10	Liability	\$1,000,000
C	Equip Fltr-Leased	QT6600164L804	12/21/09	12/21/10	250,000	Ded 2,500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

## CERTIFICATE HOLDER

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)  
12/23/2009

<b>PRODUCER</b>  FRANKCRUM INSURANCE AGENCY, INC 100 S. MISSOURI AVE. CLEARWATER FL 33756	Serial # 022576	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
<b>INSURED</b>  FrankCrum                      1-800-277-1620 100 S MISSOURI AVENUE CLEARWATER FL 33756	INSURER A                      FRANK WINSTON CRUM INSURANCE, INC  INSURER B  INSURER C  INSURER D  INSURER E	INSURERS AFFORDING COVERAGE      NAIC#

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 OF 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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADDL INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
		GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR  GENL AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC				EACH OCCURRENCE	\$
						FIRE DAMAGE (Any one fire)	\$
						MED EXP (Any one person)	\$
						PERSONAL & ADV INJURY	\$
						GENERAL AGGREGATE	\$
						PRODUCTS - COMP/OP AGG	\$
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	\$
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
						OTHER THAN EA ACC	\$
						AUTO ONLY AGG	\$
		EXCESS / UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> DEDUCTIBLE RETENTION \$				EACH OCCURRENCE	\$
						AGGREGATE	\$
							\$
							\$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER / MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WC201000000	01/01/2010	01/01/2011	X	WC STATUTORY LIMITS      OTHER E.L. EACH ACCIDENT                      \$      1,000,000 E.L. DISEASE - EA EMPLOYEE              \$      1,000,000 E.L. DISEASE - POLICY LIMIT              \$      1,000,000
		OTHER					

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS**  
 THIS CERTIFICATE REMAINS IN EFFECT PROVIDED THE CLIENT'S ACCOUNT IS IN GOOD STANDING WITH FrankCrum. COVERAGE IS NOT PROVIDED FOR ANY EMPLOYEE FOR WHICH THE CLIENT IS NOT REPORTING HOURS TO FrankCrum. COVERAGE IS NOT PROVIDED FOR STATUTORY EMPLOYEES OF THE CLIENT. EFFECTIVE 08/25/2003, APPLIES TO 100% OF THE EMPLOYEES OF FrankCrum LEASD TO PETROTECH SOUTHEAST, INC.  
 407-877-9420

<b>CERTIFICATE HOLDER</b>	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.  AUTHORIZED REPRESENTATIVE  
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## Florida Department of Environmental Protection

Bob Martinez Center  
2600 Blair Stone Road  
Tallahassee, Florida 32399-2400

Charlie Crist  
Governor

Jeff Kottkamp  
Lt. Governor

Michael W. Sole  
Secretary

April 23, 2010

Jeffery Yates  
Petrotech Southeast Inc  
200 Ocoee Apopka Rd  
Ocoee, FL 34761- 2103

### **BE IT KNOWN THAT**

Petrotech Southeast Inc  
23800 County Road 561  
Astatula, FL 34705- 9497

### **IS HEREBY REGISTERED AS A USED OIL**

Transporter, Transfer Facility, Marketer, Filter Transporter, Filter  
Transfer Facility

pursuant to Chapter 62-710, Florida Administrative Code (F.A.C)  
The Department of Environmental Protection hereby issues  
Registration Number **FLR000159541** on April 23, 2010  
Insurance Carrier: **GREENWICH INSURANCE**

**This registration will expire on 06/30/2011**

This certificate documents receipt of your annual registration  
and annual report. It shall be displayed in a prominent place  
at your facility. This certificate and your cancelled check  
are your receipts.

A handwritten signature in cursive script that reads 'Aprilia Graves'.

**Aprilia Graves**  
**Engineering Specialist IV**  
**Hazardous Waste Regulation Permitting**



## Florida Department of Environmental Protection

Bob Martinez Center  
2600 Blair Stone Road  
Tallahassee, Florida 32399-2400

Charlie Crist  
Governor

Jeff Kottkamp  
Lt. Governor

Michael W. Sole  
Secretary

April 26, 2010

Jeffery Yates  
Petrotech Southeast Inc  
200 Ocoee Apopka Rd  
Ocoee, FL 34761

### BE IT KNOWN THAT

Petrotech Southeast Inc  
409 Franklin St  
Ocoee, FL 34761-2663

### IS HEREBY REGISTERED AS A USED OIL

Transporter, Transfer Facility, Processor, Marketer, Filter Transporter,  
Filter Transfer Facility, Filter Processor

pursuant to Chapter 62-710, Florida Administrative Code (F.A.C.)  
The Department of Environmental Protection hereby issues  
Registration Number **FLD982108136** on April 26, 2010  
Insurance Carrier: **GREENWICH INSURANCE**

**This registration will expire on 06/30/2011**

This certificate documents receipt of your annual registration  
and annual report. It shall be displayed in a prominent place  
at your facility. This certificate and your cancelled check  
are your receipts.

Aprilia Graves  
Engineering Specialist IV  
Hazardous Waste Regulation Permitting



**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
STORAGE TANK REGULATION PROGRAM**

2010-2011

**FACILITY ID:** 9200759  
 PETROTECH SOUTHEAST INC  
 CR 561 #23800  
 ASTATULA FL 34705 LAKE COUNTY

**\*\*2010-2011 Storage Tank Registration Placard Enclosed \*\***

**PETROTECH SOUTHEAST INC  
 ATTN: JEFFREY O YATES  
 200 OCOEE APOPKA RD  
 OCOEE FL 34761-0219**

**PLACARD NO: 337668  
 PLACARD ISSUED: 05/27/2010  
 REGISTRATION PAID: \$ 250**

**STCM ACCOUNT: 46065**

**TANK SYSTEMS REGISTERED: 10**

**STORAGE TANK FACILITY ACCOUNT OWNER: PLEASE RETAIN THE TOP STUB FOR YOUR RECORDS  
 STORAGE TANK REGISTRATION**

This placard certifies that the owner & facility named has complied with the registration requirements for petroleum &/or hazardous substance storage tanks regulated by the FL Department of Environmental Protection. The placard must be placed out of the weather and in plain view of storage tank compliance inspectors entering the facility.

**SECONDARY CONTAINMENT INSTALLATION DEADLINES**

12-31-2009: Single-wall USTs & UST small diameter piping in contact with the soil must have secondary containment.  
 01-01-2010: Single-wall field erected ASTs & AST single-wall bulk product piping in contact with the soil must have secondary containment unless deferred by an API 570 Integrity Assessment.

The Department has never issued an extension to an upgrade deadline since the storage tank rules were adopted in 1984. If you have questions about these or other deadlines - or need general technical assistance - consult Rule 62-761, F.A.C., or contact a storage tank inspector from the DEP district office, or from the local storage tank program office for your county.

**DEPARTMENT OF ENVIRONMENTAL PROTECTION IS ON THE INTERNET**

The Web address for DEP is <http://www.dep.state.fl.us>.  
 You can access the site for Storage Tank Regulation directly by using: <http://www.dep.state.fl.us/waste/categories/tanks>.  
 Look under the HIGHLIGHTS section to find links to storage tank rules, forms, database reports and other program information.

EMAIL registration-related questions and comments to: [TankRegistration@dep.state.fl.us](mailto:TankRegistration@dep.state.fl.us) - or telephone (850) 245-8839.  
 Registration staff members will assist you with your questions and will respond to you by phone or reply to your email address.

**The Storage Tank Registration placard below must be posted at the facility.  
 It must be placed out of the weather and in plain view of inspectors entering the facility.**



**FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION  
 STORAGE TANK REGISTRATION PLACARD**

2010-2011

**FACILITY ID:** 9200759

**PLACARD NO: 337668  
 PLACARD ISSUED: 05/27/2010  
 PLACARD EXPIRES: 06/30/2011**

**FACILITY:** PETROTECH SOUTHEAST INC  
 CR 561 #23800  
 ASTATULA FL 34705 -  
 LAKE COUNTY

**TANK SYSTEMS REGISTERED: 10**

**FACILITY TYPE:** Bulk Storage Facility

**STCM ACCOUNT: 46065  
 ACCOUNT OWNER: PETROTECH SOUTHEAST INC**

Mary Jean Yen, Director  
 Division of Waste Management  
 Department of Environmental Protection



STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
STORAGE TANK REGULATION PROGRAM

2010-2011

FACILITY ID: 8945309  
PETROTECH SOUTHEAST INC-BULK PLANT  
409 FRANKLIN ST  
OCOE FL 34761 ORANGE COUNTY

\*\*2010-2011 Storage Tank Registration Placard Enclosed \*\*

PETROTECH SOUTHEAST INC  
ATTN: JEFFREY O YATES  
200 OCOEE APOPKA RD  
OCOE FL 34761 - 0219

PLACARD NO: 337667  
PLACARD ISSUED: 05/27/2010  
REGISTRATION PAID: \$ 200

STCM ACCOUNT: 46065

TANK SYSTEMS REGISTERED: 8

STORAGE TANK FACILITY ACCOUNT OWNER: PLEASE RETAIN THE TOP STUB FOR YOUR RECORDS

STORAGE TANK REGISTRATION

This placard certifies that the owner & facility named has complied with the registration requirements for petroleum &/or hazardous substance storage tanks regulated by the FL Department of Environmental Protection. The placard must be placed out of the weather and in plain view of storage tank compliance inspectors entering the facility.

SECONDARY CONTAINMENT INSTALLATION DEADLINES

12-31-2009: Single-wall USTs & UST small diameter piping in contact with the soil must have secondary containment.  
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DEPARTMENT OF ENVIRONMENTAL PROTECTION IS ON THE INTERNET

The Web address for DEP is <http://www.dep.state.fl.us>.  
You can access the site for Storage Tank Regulation directly by using: <http://www.dep.state.fl.us/waste/categories/tanks>.  
Look under the HIGHLIGHTS section to find links to storage tank rules, forms, database reports and other program information.

EMAIL registration-related questions and comments to: [TankRegistration@dep.state.fl.us](mailto:TankRegistration@dep.state.fl.us) - or telephone (850) 245-8839.  
Registration staff members will assist you with your questions and will respond to you by phone or reply to your email address.

The Storage Tank Registration placard below must be posted at the facility.  
It must be placed out of the weather and in plain view of inspectors entering the facility.



FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION  
STORAGE TANK REGISTRATION PLACARD  
2010-2011

FACILITY ID: 8945309

PLACARD NO: 337667

PLACARD ISSUED: 05/27/2010

PLACARD EXPIRES: 06/30/2011

FACILITY: PETROTECH SOUTHEAST INC-BULK PLANT  
409 FRANKLIN ST  
OCOE FL 34761 - 2663  
ORANGE COUNTY

TANK SYSTEMS REGISTERED: 8

FACILITY TYPE: Bulk Storage Facility

STCM ACCOUNT: 46065

ACCOUNT OWNER: PETROTECH SOUTHEAST INC

  
Mary Jean Yon, Director  
Division of Waste Management  
Department of Environmental Protection

UNITED STATES OF AMERICA  
DEPARTMENT OF TRANSPORTATION  
PIPELINE AND HAZARDOUS MATERIALS SAFETY ADMINISTRATION



HAZARDOUS MATERIALS  
CERTIFICATE OF REGISTRATION  
FOR REGISTRATION YEAR(S) 2008-2011

**Registrant:** PETROTECH SOUTHEAST INC  
Attn: JUDITH A PORTER  
200 OCOEE APOPKA ROAD  
OCOEE, FL 34761

This certifies that the registrant is registered with the U.S. Department of Transportation as required by 49 CFR Part 107, Subpart G.

This certificate is issued under the authority of 49 U.S.C. 5108. It is unlawful to alter or falsify this document.

**Reg. No: 050908 550 034QS Issued: 05/09/2008 Expires: 06/30/2011**

**Record Keeping Requirements for the Registration Program**

The following must be maintained at the principal place of business for a period of three years from the date of issuance of this Certificate of Registration:

- (1) A copy of the registration statement filed with PHMSA; and
- (2) This Certificate of Registration

Each person subject to the registration requirement must furnish that person's Certificate of Registration (or a copy) and all other records and information pertaining to the information contained in the registration statement to an authorized representative or special agent of the U. S. Department of Transportation upon request.

Each motor carrier (private or for-hire) and each vessel operator subject to the registration requirement must keep a copy of the current Certificate of Registration or another document bearing the registration number identified as the "U.S. DOT Hazmat Reg. No." in each truck and truck tractor or vessel (trailers and semi-trailers not included) used to transport hazardous materials subject to the registration requirement. The Certificate of Registration or document bearing the registration number must be made available, upon request, to enforcement personnel.

For information, contact the Hazardous Materials Registration Manager, PHH-62, Pipeline and Hazardous Materials Safety Administration, U.S. Department of Transportation, 1200 New Jersey Avenue, SE, Washington, DC 20590, telephone (202) 366-4109.



*Orange County Solid Waste Department*

**Recycling Registration**

Having successfully met the requirements pursuant to Chapter 32, Section 178, of the Orange County Code, a RECYCLING REGISTRATION is hereby granted to:

**PETROTECH SOUTHEAST, INC.**

*This license is in addition to and not in lieu of any other license required by law or municipal Ordinance and is subject to regulations of zoning, health and any other lawful authority.*

Renewal Expires December 31, 2010

CITY OF OCOEE  
150 N. LAKESHORE DR.  
OCOEE, FLORIDA 34761  
(407) 905-3156

LOCAL BUSINESS TAX RECEIPT  
2009-10

RECEIPT# 02592

FUEL DEALER/DISTRIB 6-15 EMP

PETROTECH SOUTHEAST, INC.  
200 OCOEE APOPKA ROAD  
OCOEE FL 34761

This Local Business Tax Receipt does not permit the holder to operate in violation of any City Law, Ordinance or Regulation. Any change in locations or ownership must be approved by the City, subject to zoning restrictions. This Receipt does not constitute an endorsement, approval or disapproval of the holder's skill or of the compliance or non-compliance of the holder with other laws, regulations, or standards.

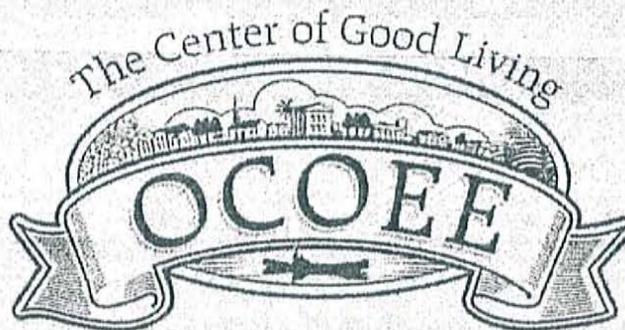
FEE PAID: 781.50

ISSUED: 09/08/09

  
Building Official

VALID OCTOBER 1st THROUGH SEPTEMBER 30th

POST IN A CONSPICUOUS PLACE AT THE BUSINESS LOCATION



PETROTECH SOUTHEAST, INC.  
P O BOX 590  
OCOEE FL 34761