

AGREEMENT FOR RESIDENTIAL USED SHARPS DEPOSITORY PROGRAM

THIS AGREEMENT ("Agreement") is made and entered into as of the date of execution by both parties, by and between Lee County, a political subdivision of the State of Florida, hereinafter referred to as the "County" and MWaste, Inc., a Florida corporation, whose address is 801 Anchor Rode Drive, Suite 200, Naples, FL, 34103 and whose federal tax identification number is 30-0154362, hereinafter referred to as "Vendor."

WITNESSETH

WHEREAS, the County intends to purchase collection, transportation and disposal of sharp container services from the Vendor in connection with "Residential Used Sharps Depository Program" (the "Purchase"); and,

WHEREAS, the County issued Solicitation No. B180355JJB on July 10, 2018; and,

WHEREAS, the County evaluated the responses received and found the Vendor qualified to provide the necessary products and services; and,

WHEREAS, the County posted a Notice of Intended Decision on August 27, 2018; and,

WHEREAS, the Vendor has reviewed the products and services to be supplied pursuant to this Agreement and is qualified, willing and able to provide all such products and services in accordance with its terms.

NOW, THEREFORE, the County and the Vendor, in consideration of the mutual covenants contained herein, do agree as follows:

I. PRODUCTS AND SERVICES

The Vendor agrees to diligently provide all products and services for the Purchase in accordance with the project Scope of Services made part of this Agreement as Exhibit A, attached hereto and incorporated herein. Vendor shall comply strictly with all of the terms and conditions of Solicitation No. B180355JJB, as modified by its addendum, copies of which are on file with the County's Department of Procurement Management and are deemed incorporated into this Agreement.

II. TERM AND DELIVERY

A. This Agreement shall commence immediately upon the effective date and shall continue through the delivery of the Purchase and the associated warranty period as further described in this Agreement for one (1) year

with three (3) additional one (1) year renewals upon the mutual written agreement of both parties. The effective date shall be December 1, 2018.

- B. A purchase order must be issued by the County before commencement of any work or purchase of any goods related to this Agreement.

III. COMPENSATION AND PAYMENT

- A. The County shall pay the Vendor in accordance with the terms and conditions of this Agreement for providing all products and services as set forth in Exhibit A, and further described in Exhibit B, Fee Schedule, attached hereto and incorporated herein. Said total amount to be all inclusive of costs necessary to provide all products and services as outlined in this Agreement, and as supported by the Vendor's submittal in response to Solicitation No. B180355JJB, a copy of which is on file with the County's Department of Procurement Management and is deemed incorporated into this Agreement.
- B. Notwithstanding the preceding, Vendor shall not make any deliveries or perform any work under this Agreement until receipt of a purchase order from the County. Vendor acknowledges and agrees that no minimum order or amount of product or work is guaranteed under this Agreement and County may elect to issue no purchase orders. If a purchase order is issued, the County reserves the right to amend, reduce, or cancel the purchase order in its sole discretion.
- C. All funds for payment by the County under this Agreement are subject to the availability of an annual appropriation for this purpose by the County. In the event of non-appropriation of funds by the County for the services provided under this Agreement, the County will terminate the contract, without termination charge or other liability, on the last day of the then current fiscal year or when the appropriation made for the then-current year for the services covered by this Agreement is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this Agreement, cancellation shall be accepted by the Vendor on thirty (30) days' prior written notice, but failure to give such notice shall be of no effect and the County shall not be obligated under this Agreement beyond the date of termination.

IV. METHOD OF PAYMENT

- A. The County shall pay the Vendor in accordance with the Local Government Prompt Payment Act, Section 218.70, Florida Statutes, upon receipt of the Vendor's invoice and written approval of same by the County indicating that the products and services have been provided in conformity with this Agreement.

- B. The Vendor shall submit an invoice for payment to the address indicated on the purchase order on a monthly basis for those specific products and services as described in Exhibit A (and the corresponding fees as described in Exhibit B) that were provided during that invoicing period.
- C. For partial shipments or deliveries, progress payments shall be paid monthly in proportion to the percentage of products and services delivered on those specific line items as approved in writing by the County.

V. ADDITIONAL PURCHASES

- A. No changes to this Agreement or the performance contemplated hereunder shall be made unless the same are in writing and signed by both the Vendor and the County.
- B. If the County requires the Vendor to perform additional services or provide additional product(s) related to this Agreement, then the Vendor shall be entitled to additional compensation based on the Fee Schedule as amended to the extent necessary to accommodate such additional work or product(s). The additional compensation shall be agreed upon before commencement of any additional services or provision of additional product(s) and shall be incorporated into this Agreement by written amendment. The County shall not pay for any additional service, work performed or product provided before a written amendment to this Agreement.

Notwithstanding the preceding, in the event additional services are required as a result of error, omission or negligence of the Vendor, the Vendor shall not be entitled to additional compensation.

VI. LIABILITY OF VENDOR

- A. The Vendor shall save, defend, indemnify and hold harmless the County from and against any and all claims, actions, damages, fees, fines, penalties, defense costs, suits or liabilities which may arise out of any act, neglect, error, omission or default of the Vendor arising out of or in any way connected with the Vendor or subcontractor's performance or failure to perform under the terms of this Agreement.
- B. This section shall survive the termination or expiration of this Agreement.

VII. VENDOR'S INSURANCE

- A. Vendor shall procure and maintain insurance as specified in Exhibit C, Insurance Requirements, attached hereto and made a part of this Agreement.
- B. Vendor shall, on a primary basis and at its sole expense, maintain in full force and effect, at all times during the life of this Agreement, insurance

coverage (including endorsements) and limits as described in Exhibit C. These requirements, as well as the County's review or acceptance of insurance maintained by Vendor, are not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Vendor under this Agreement. Insurance carriers providing coverage required herein must be licensed to conduct business in the State of Florida and must possess a current A.M. Best's Financial Strength Rating of B+ Class VII or better. No changes are to be made to these specifications without prior written specific approval by County Risk Management. To the extent multiple insurance coverages and/or County's self-insured retention may apply, any and all insurance coverage purchased by Vendor and its subcontractors identifying the County as an additional named insured shall be primary.

VIII. RESPONSIBILITIES OF THE VENDOR

- A. The Vendor shall be responsible for the quality and functionality of all products supplied and services performed by or at the behest of the Vendor under this Agreement. The Vendor shall, without additional compensation, correct any errors or deficiencies in its products, or if directed by County, supply a comparable replacement product or service.
- B. The Vendor warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for the Vendor), to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Vendor, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Agreement.
- C. The Vendor shall comply with all federal, state, and local laws, regulations and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement.
- D. Vendor specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:
 - 1) keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the services required under this Agreement;
 - 2) upon request from the County, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

- 3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law; and
- 4) meet all requirements for retaining public records and transfer, at no cost to the County, all public records in possession of Vendor upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County in a format that is compatible with the information technology system of the County.

IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 239-533-2221, 2115 SECOND STREET, FORT MYERS, FL 33901, publicrecords@leegov.com; <http://www.leegov.com/publicrecords>.

- E. The Vendor is, and shall be, in the performance of all work, services and activities under this Agreement, an independent contractor. Vendor is not an employee, agent or servant of the County and shall not represent itself as such. All persons engaged in any work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Vendor's sole direction, supervision and control. The Vendor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Vendor's relationship and the relationship of its employees to the County shall be that of an independent contractor and not as employees of the County. The Vendor shall be solely responsible for providing benefits and insurance to its employees.

IX. OWNERSHIP OF PRODUCTS

It is understood and agreed that all products provided under this Agreement shall become the property of the County upon acceptance by the County.

X. TIMELY DELIVERY OF PRODUCTS AND PERFORMANCE OF SERVICES

- A. The Vendor shall ensure that all of its staff, contractors and suppliers involved in the production or delivery of the products are fully qualified and capable to perform their assigned tasks.
- B. The personnel assigned by the Vendor to perform the services pursuant to this Agreement shall comply with the terms set forth in this Agreement.

Any change or substitution to the Vendor's key personnel must receive the County's written approval before said changes or substitution can become effective.

- C. The Vendor specifically agrees that all products shall be delivered within the time limits as set forth in this Agreement, subject only to delays caused by force majeure, or as otherwise defined herein. "Force majeure" shall be deemed to be any unforeseeable and unavoidable cause affecting the performance of this Agreement arising from or attributable to acts, events, omissions or accidents beyond the control of the parties.

XI. COMPLIANCE WITH APPLICABLE LAW

This Agreement shall be governed by the laws of the State of Florida. Vendor shall promptly comply with all applicable federal, state, county and municipal laws, ordinances, regulations, and rules relating to the services to be performed hereunder and in effect at the time of performance. Vendor shall conduct no activity or provide any service that is unlawful or offensive.

XII. TERMINATION

- A. The County shall have the right at any time upon fifteen (15) days' written notice to the Vendor to terminate this Agreement in whole or in part for any reason whatsoever. In the event of such termination, the County shall be responsible to Vendor only for fees and compensation earned by the Vendor, in accordance with Section III, prior to the effective date of said termination. In no event shall the County be responsible for lost profits of Vendor or any other elements of breach of contract.
- B. After receipt of a notice of termination, except as otherwise directed, the Vendor shall stop work on the date of receipt of the notice of termination or other date specified in the notice; place no further orders or subcontracts for materials, services, or facilities except as necessary for completion of such portion of the work not terminated; terminate all Vendors and subcontracts; and settle all outstanding liabilities and claims.
- C. The County reserves the right to require Vendor to repay amounts previously paid by the County to the Vendor due to "untimely delivery, inadequate product delivered, or inadequate product performance"
- D. The County's rights under this Agreement shall survive the termination or expiration of this Agreement and are not waived by final payment or acceptance and are in addition to the Vendor's obligations under this Agreement.

XIII. DISPUTE RESOLUTION

- A. In the event of a dispute or claim arising out of this Agreement, the parties agree first to try in good faith to settle the dispute by direct discussion. If this is unsuccessful, the parties may enter into mediation in Lee County, Florida, with the parties sharing equally in the cost of such mediation.
- B. In the event mediation, if attempted, is unsuccessful in resolving a dispute, the parties may proceed to litigation as set forth below.
- C. Any dispute, action or proceeding arising out of or related to this Agreement will be exclusively commenced in the state courts of Lee County, Florida, or where proper subject matter jurisdiction exists, in the United States District Court for the Middle District of Florida. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on forum non conveniens.
- D. This Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Florida without regard to its conflict of laws principles.
- E. Unless otherwise agreed in writing, the Vendor shall be required to continue all obligations under this Agreement during the pendency of a claim or dispute including, but not limited to, actual periods of mediation or judicial proceedings.

XIV. STOP WORK ORDER

The County may, at any time, by written order to the Vendor, require the Vendor to stop all or any part of the work called for by this Agreement. Any order shall be identified specifically as a stop work order issued pursuant to this clause. This order shall be effective as of the date the order is delivered to the Vendor. Upon receipt of such an order, the Vendor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. The Vendor shall not resume work unless specifically so directed in writing by the County. The County may take one of the following actions:

- 1. Cancel the stop work order; or
- 2. Terminate the work covered by the order; or
- 3. Terminate the Agreement in accordance with provisions contained in Section XI.

In the event the County does not direct the Vendor to resume work, the stop work order may be converted into a notice of termination for convenience pursuant to Section XII. The notice period for such termination shall be

deemed to commence on the date of issuance of the stop work order. In the event the County does not direct the Vendor to resume work within ninety (90) days, the Vendor may terminate this Agreement.

XV. VENDOR WARRANTY

- A. All products provided under this Agreement shall be new (unless specifically identified otherwise in Exhibit B) and of the most suitable grade for the purpose intended.
- B. If any product delivered does not meet performance representations or other quality assurance representations as published by manufacturers, producers or distributors of the products or the specifications listed in this Agreement, the Vendor shall pick up the product from the County at no expense to the County. The County reserves the right to reject any or all materials if, in its judgment, the item reflects unsatisfactory workmanship or manufacturing or shipping damage. In such case, the Vendor shall refund to the County any money which has been paid for same.

XVI. MISCELLANEOUS

- A. This Agreement constitutes the sole and complete understanding between the parties and supersedes all other contracts between them, whether oral or written, with respect to the subject matter. No amendment, change or addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.
- B. The provisions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assignees of the parties hereto. A party to this Agreement shall not sell, transfer, assign, license, franchise, restructure, alter, or change its corporate structure or otherwise part with possession or mortgage, charge or encumber any right or obligation under this Agreement without the proposed assignee and/or party restructuring, altering or changing its corporate structure agreeing in writing with the non-assigning party to observe and perform the terms, conditions and restrictions on the part of the assigning party to this Agreement, whether express or implied, as if the proposed assignee and/or party restructuring, altering or changing its corporate structure was an original contracting party to this Agreement. Notwithstanding the foregoing provision, the Vendor may assign its rights if given written authorization by the County and claims for the money due or to become due to the Vendor from the County under this Agreement may be assigned to a financial institution or to a trustee in bankruptcy without such approval from the County. Notice of any such transfer or assignment due to bankruptcy shall be promptly given to the County.

- C. The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Agreement or any applicable law.
- D. The failure of the County to enforce one or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.
- E. The parties covenant and agree that each is duly authorized to enter into and perform this Agreement and those executing this Agreement have all requisite power and authority to bind the parties.
- F. Neither the County's review, approval or acceptance of, nor payment for, the products and services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.
- G. If the Vendor is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.
- H. Any notices of default or termination shall be sufficient if sent by the parties via United States certified mail, postage paid, or via a nationally recognized delivery service, to the addresses listed below:

MWaste, Inc. Representative:

Name: Keeth Kipp

Title: President

Address: 801 Anchor Rode Drive, Suite 200
Naples, FL 34103

Telephone: 239-434-1888

Facsimile: 239-434-7896

E-mail: keethkipp@mwaste.com

County's Representatives:

Names:	<u>Roger Desjarlais</u>	<u>Mary Tucker</u>
Titles:	<u>County Manager</u>	<u>Director of Procurement Management</u>
Address:	<u>P.O. Box 398</u> <u>Fort Myers, FL 33902</u>	
Telephone:	<u>239-533-2221</u>	<u>239-533-8881</u>
Facsimile:	<u>239-485-2262</u>	<u>239-485-8383</u>
E-Mail:	<u>rdesjarlais@leegov.com</u>	<u>mtucker@leegov.com</u>

- I. Any change in the County's or the Vendor's Representative will be promptly communicated by the party making the change.
- J. Paragraph headings are for the convenience of the parties and for reference purposes only and shall be given no legal effect.

K. In the event of conflicts or inconsistencies, the documents shall be given precedence in the following order:

1. Agreement
2. County's Purchase Order
3. Solicitation No. B180355JJB
4. Vendor's Submittal in Response to Solicitation No. B180355JJB

[The remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date last below written.

WITNESS:

Signed By: Adrienne Lindgren

Print Name: Adrienne Lindgren

MWASTE, INC.

Signed By: [Signature]

Print Name: KATH KIPP

Title: President

Date: 9-14-18

LEE COUNTY

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: [Signature]

CHAIR

DATE: 10-23-18

ATTEST:
CLERK OF THE CIRCUIT COURT
Linda Doggett, Clerk

BY: Joyce Townsend
DEPUTY CLERK

Commissioner Cecil L Pendergrass
Lee County Board of County Commissioners
District 2

APPROVED AS TO FORM FOR THE
RELIANCE OF LEE COUNTY ONLY:

BY: [Signature]
OFFICE OF THE COUNTY ATTORNEY



EXHIBIT A SCOPE OF SERVICES

Ver 11/07/2016-4

SCOPE OF WORK AND SPECIFICATIONS FOR B180355JJB, ANNUAL – RESIDENTIAL USED SHARPS DEPOSITORY PROGRAM

1. SCOPE

- 1.1 The Lee County Board of County Commissioners (BOCC) desires to acquire a Florida Department of Health licensed transporter to provide, collect, transport and dispose of sharps containers from various Lee County locations.

2. COLLECTION SITES/CONTAINER DISTRIBUTION SITES

- 2.1 An estimated 66 collection sites will be serviced under this bid. A list of locations will be provided to the awarded vendor at the time of award. Participating sites are most often Health Departments and fire stations. The awarded vendor shall deliver sharps containers and transportation cartons, and pick-up cartons holding liners and containers at all sites on the list provided. If more sites are added at a future date, the cost shall be at the same rates given on the bid/proposal form. In addition, there shall be a routine pick-up of a carton at the Materials Recovery Facility (Recycling Center), as a way to keep needles and other biomedical waste out of the recycling waste stream.
- 2.2 Additional sites that are approved to distribute new sharps containers may be added. A list will be provided to the awarded vendor by the Lee County Health Department. The awarded vendor shall be responsible for providing an adequate supply of containers to each site, via vendor drop-off, U.S. Post Office delivery, UPS delivery, etc. (No pick-up of transportation cartons will be required at these locations).
- 2.3 All 64 Gallon Locking Storage Containers provided by the vendor to the collection site will become property of Lee County Solid Waste. Containers are to be billed on the next monthly invoice and site inventory records shall be updated and maintained. All 64 Gallon Containers currently at the sites belong to Lee County.

3. WASTE COLLECTION

- 3.1 At least once monthly, the transporter shall pick-up from all collection sites. Pickup shall include all filled as well as partially filled transportation cartons holding residential used sharps waste. If it is determined that some sites require pick-up more frequently than once per month, the transporter shall agree to provide additional collections at the same unit costs, as listed on the bid/proposal form for the requested site. If additional collections are requested they shall be completed in a timely manner. If additional monthly collections are requested by the drop off locations the request shall be forwarded to Lee County Solid Waste and approved by email (primary) or by text (secondary), following all terms, conditions, and provisions as stated herein.
- 3.2 When materials are picked up at the collection sites, the awarded vendor shall be responsible for the transportation cartons, including insuring that they are properly sealed, labeled and packaged, in accordance with all applicable regulations, standards and laws.
- 3.3 The awarded vendor shall understand and comply with additional monthly collections when requested by the County. No minimums shall apply for this contract.
- 3.4 Waste Collection Pickups should be between the hours of 8:00 a.m. and 5:00 p.m. eastern time. Pickups shall be in accordance with the locations days of service.
- 3.5 Lee County reserves the right to refuse a delivery for one or more of the following reasons:
- 3.5.1 Deliveries outside of approved timeframe 8:00 a.m. and 5:00 p.m. eastern time. Pickups shall be in accordance with the locations days of service.

EXHIBIT A SCOPE OF SERVICES

4. WASTE TRACKING METHOD/DISPOSAL

- 4.1 Upon pick-up at each collection site, the transporter shall provide each site with a written manifest documenting the collection of the used sharps transportation cartons.
- 4.2 The vendor shall treat and dispose of the used sharps and shall provide proof of destruction (such as, certificate of destruction) to Lee County, when disposal of the used sharps transportations cartons is complete.
- 4.3 The Florida Department of Health licensed transporter/vendor must meet any and all applicable state record keeping requirements and rules governing disposal of biomedical waste, including but not limited to 64E-16 Florida Administrative Code and Florida Statute 381.
- 4.4 The awarded vendor shall notify the Health Department if any other waste other than sharps is present in containers.

5. SHARPS CONTAINERS/CARTONS

- 5.1 The awarded vendor shall provide four-quart sharps containers (such as, Devon Industries' Sharps-A-Gator #4801, Sherwood's Monoject or equal to), transportation cartons, and liners as a requirement of this bid.
- 5.2 The four-quart sharps containers, transportation cartons and liners offered by the vendors must meet state requirements, as listed in the Florida Administrative Code, Chapter 64E-16 as applicable.
- 5.3 Specify sharps container, transportation carton and liner information on the bid/proposal form. If your firm is proposing a sharps container other than those listed above, vendors should submit specification sheets for the container they are proposing. Any samples requested shall be provided at no cost to Lee County. Vendors should also submit documentation that the containers, cartons and liners (as applicable) meet the state requirements as listed above.
- 5.4 Lee County will give consideration to containers that offer the general public a higher level of protection and safety at a competitive price. Lee County will be the final judge to whether or not a substitute product will be acceptable.

6. INVENTORY OF SUPPLIES

- 6.1 The transporter shall provide each site with an adequate (adequate shall be measured by the County) inventory of approved four quart sharps containers, transportation cartons and liners as applicable.
- 6.2 The supplies shall be provided to each site monthly or as required. Supplies may be distributed during pick-up of used containers.

7. TRAINING OF PERSONNEL

- 7.1 The transporter shall provide to all collection sites, upon request, an in-service training session on biomedical waste, handling of transportation cartons and containers and an overview of the program at no additional cost to the County.

8. PRICING INFORMATION

- 8.1. The pricing shall include any transportation cost (i.e. vendor drop-off, UPS inside delivery, etc., as applicable) for provision to and monthly collection from designated sites, proper biomedical waste disposal, training and all things requisite to complete the project.

EXHIBIT A

SCOPE OF SERVICES

- 8.2. The awarded vendor shall bill the Lee County Solid Waste Management Department on a monthly basis, after service. The monthly invoice shall include a breakdown of charges for each item description listing: quantity, unit price and extension for each location. Invoice shall be accompanied by proof of destruction (such as, certificate of destruction). Copies of all invoices and backup information shall also be sent to the Lee County Public Health Department.
- 8.3. Offers are submitted with the understanding that no price increases will be authorized for 365 calendar days after the effective date of the contract. Upward price adjustments may be permitted only at the end of this period and only where verified to the satisfaction of the Division of Procurement as provided herein. However, "across the board" price decreases are subject to implementation at any time and shall be immediately conveyed to the County.
- 8.4. The awarded vendor(s) shall not give less than 30 days advance written notice of a price increase to the Division of Procurement. Any approved price change will be effective only at the beginning of the calendar month following the end of the full 30-day notification period. The vendor shall document the amount and proposed effective date of the change in price. The price change must affect all accounts serviced by the vendor. Documentation shall be supplied with vendor's request for increase which will: (1) verify that the requested price increase is general in scope and not applicable just to the County; and (2) verify the amount or percentage of increase which is being passed on to the vendor by others not under the control of the vendor. Failure by the vendor to supply the aforementioned verification with the request for price increase will result in delay of the effective date of such increase. The Division of Procurement may make such verification as deemed adequate. However, an increase, which the Division of Procurement determines is excessive, regardless of any documentation supplied by the vendor, may be cause for cancellation of the contract by the Division of Procurement. The Division of Procurement will notify using agencies and vendor in writing of the effective date of any increase, which is approved. However, the Vendor shall fill all purchase orders received prior to the effective date of the price adjustment at the old contract prices. The Vendor is further advised that price decreases that affect the cost of materials, labor, and transportation are required to be passed on to the County immediately. Failure to do so will result in action to recoup such amounts.
- 8.5. There will be no allowable price escalations for fuel costs throughout any contract period(s).

VENDOR REQUIREMENTS/QUALIFICATIONS:

- 9.1. The awarded vendor shall be appropriately licensed, shall obtain all necessary permits, and shall pay all required fees to any governmental agency having jurisdiction over the work. Inspections required by local ordinances during the course of the work shall be arranged by the vendor, as required. Satisfactory evidence to show that all work has been finalized in accordance with the ordinances and code requirements, shall be furnished to Lee County upon completion.
- 9.2. The awarded vendor shall be capable of furnishing, upon request, all state and local licenses required for the specified work to be performed.
- 9.3. The firm represented on the bid/proposal form by name and signature must have experience providing transportation and disposal of biomedical sharps in accordance with the State of Florida Administrative Code on Biomedical Waste, Chapter 64E-16 (http://www.myfloridahc.com/community/biomedical/pdfs/64E16_1.pdf) and all corresponding State regulations including, but not limited to, the storage and containment, labeling, treatment, transport, permits and enforcement as herein specified for their quote to be considered responsible.
- 9.4. To be deemed responsive firm must submit at least three (3) references where transportation and disposal of biomedical sharps have been provided within the past three (3) years on the reference form provided. Firms may submit up to five (5) references for consideration. Reference forms may be duplicated as needed to

EXHIBIT A SCOPE OF SERVICES

provide the required number of references. Failure to provide references that verify required experience may cause the firms to be deemed non-responsible.

- 9.5. The selected Vendor must provide copies of appropriate permits to transport and dispose of biomedical waste as per 64E-16.011 of the Florida Administrative Code (F.A.C.) within 10 business days after posting of a Notice of Recommended Award. Failure to provide proof of the required permits, licenses, and certifications listed below in the time frame specified shall deem offeror non-responsible.
 - 9.5.1. Department of Health or Department of Environmental Protection Biomedical Waste Facility permit (64E-16.011 F.A.C.) or exemption from permitting.
 - 9.5.2. Department of Health Biomedical Waste Generator Permit (64E-16.011 F.A.C.)
 - 9.5.3. Department of Health Biomedical Waste Storage Facility Permit (64E-16.011 F.A.C.)
 - 9.5.4. Department of Health Biomedical Waste Treatment Facility Permit (64E-16.011 F.A.C.)
 - 9.5.5. Department of Health Biomedical Waste Transporter Registration (64E-16.009 F.A.C.)
- 9.6. Prior to award the selected Vendor is required to supply Lee County Government with a list of any Alternate Biomedical Waste Transporters that the Vendor will utilize through the duration of the bid. This information must include Company Legal Name, Address, Phone Number and email, point of contact and all licenses or permits listed in above section.
- 9.7. Specify sharps container, transportation carton and liner information on the bid/proposal form. If your firm is proposing a sharps container other than those listed under item number 5, vendors should submit specification sheets for the container they are proposing. Any samples requested shall be provided at no cost to Lee County.
- 9.8. Vendors should also submit documentation that the containers, cartons and liners (as applicable) meet the state requirements as listed in item number 9.5.

End of Scope of Work and Specifications Section

EXHIBIT A SCOPE OF SERVICES



Procurement Management Department
1500 Monroe Street 4th Floor
Fort Myers, FL 33901
Main Line: (239) 533-8881
Fax Line: (239) 485-8383
www.leegov.com/procurement

Posted Date: August 2, 2018

Solicitation No.: B180355JJB

Solicitation Name: Residential Used Sharps Depository Program

Subject: Addendum Number 1

The following represents clarification, additions, deletions, and/or modifications to the above referenced bid. This addendum shall hereafter be regarded as part of the solicitation. Items not referenced herein remain unchanged, including the response date. Words, phrases or sentences with a strikethrough represent deletions to the original solicitation. Underlined words and bolded, phrases or sentences represent additions to the original solicitation.

1.) ATTACHMENT

- **Form 1b - Interest In Competitive Bid for Public Business**

2.) Questions/Answers

1.	My wife is the owner of our company and I work for the District 21 Medical Examiner's Office. Am I required to fill out an "INTEREST IN COMPETITIVE BID FOR PUBLIC BUSINESS" form, Form 1b?
Answer	Yes, you are required to complete and submit Form 1b to be eligible for award. Any bidder that has a Business Relationship that requires disclosure under Florida Statute Sections 112.313(3) and 112.313(7) shall submit with their bid package Form 1b Interest In Competitive Bid for Public Business. Form 1b is attached and made part of this addendum for bidders' convenience and use.

BIDDER/PROPOSER IS ADVISED, YOU ARE REQUIRED TO ACKNOWLEDGE RECEIPT OF THIS ADDENDUM WHEN SUBMITTING A BID/PROPOSAL. FAILURE TO COMPLY WITH THIS REQUIREMENT MAY RESULT IN THE BIDDER/PROPOSER BEING CONSIDERED NON-RESPONSIVE.

ALL OTHER TERMS AND CONDITIONS OF THE SOLICITATION DOCUMENTS ARE AND SHALL REMAIN THE SAME.

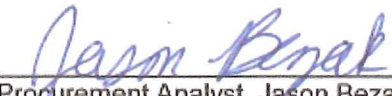

Procurement Analyst, Jason Bezak
Lee County Procurement Management

EXHIBIT A SCOPE OF SERVICES

Business Relationship Disclosure Requirement

FORM 1b - INTEREST IN COMPETITIVE BID FOR PUBLIC BUSINESS

LAST NAME	FIRST NAME	MIDDLE NAME	OFFICE POSITION HELD
MAILING ADDRESS			AGENCY
CITY	ZIP	COUNTY	ADDRESS OF AGENCY

WHO MUST FILE THIS STATEMENT

Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain business relationships on the part of public officers and employees, their spouses, and their children. See Part III, Chapter 112, Florida Statutes and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers, Candidates and Employees" for more details on these prohibitions. However, Section 112.313(12), Florida Statutes (1983), provides certain limited exemptions to the above-referenced prohibitions, including one where the business is awarded under a system of sealed, competitive bidding; the public official has exerted no influence on bid negotiations or specifications; and where disclosure is made, prior to or at the time of the submission of the bid, of the official's or his spouse's or child's interest and the nature of the intended business. The Commission on Ethics has promulgated this form for such disclosure, if and when applicable to a public officer or employee.

INTEREST IN COMPETITIVE BID FOR PUBLIC BUSINESS (Required by 112.313(12)(b), Florida Statute (1983))

1. The competitive bid to which this statement applies has been/will be (strike one) submitted to the following government agency:		
2. The person submitting the bid is:	Name	Position
3. The business entity with which the person submitting the bid is associated is:		
4. My relationship to the person or business entity submitting the bid is as follows:		
5. The nature of the business intended to be transacted in the event that this bid is awarded is as follows:		
a. The realty, goods and/or services to be supplied specifically include:		
b. The realty, goods and/or services will be supplied for the following period of time:		
c. Will the contract be subject to renewal without further competitive bidding? <input type="checkbox"/> Yes <input type="checkbox"/> No if so, how often? _____		
6. Additional comments:		
7. Signature	Date Signed	Date Filed
<u>FILING INSTRUCTIONS</u>		
If you are a state officer or employee required disclosing the information above, please filing this form with the Secretary of State at the Capitol, Tallahassee, Florida 32301. If you are an officer or employee of a political subdivision of this state and are subject to this disclosure, please file the statement with the Supervisor of Elections of the county in which the agency in which you are serving has its principal office.		
NOTICE: UNDER THE PROVISIONS OF FLORIDA STATUTES #112.317 (1983), A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED \$5,000.00.		

**EXHIBIT B
FEE SCHEDULE**

The pricing shall include any and all transportation cost (i.e. Vendor drop-off, UPS delivery, etc., as applicable) for provision to and monthly collection from designated sites, proper biomedical waste disposal, training and all things requisite to complete the project.

The Vendor shall bill the Lee County Solid Waste Management Department on a monthly basis, after service. The monthly invoice shall include a breakdown of charges for each item description listing: quantity, unit price and extension for each location. Invoice shall be accompanied by proof of destruction (such as, certificate of destruction). Copies of all invoices and backup information shall also be sent to the Lee County Public Health Department.

Item	Description	Unit	Unit Price
1.	Four Quart / 1 Gallon Sharps Container	EA	\$ 2.08
2.	Corrugated Box Carton (including transportation & disposal)	EA	\$ 13.95
3.	64 Gallon Locking Storage Container	EA	\$ 0.00

MANUFACTURER, MODEL NUMBER, SIZE, SHARPS CONTAINER CAPACITY, AND LINER INFORMATION OF CARTON:

SHARPS: SHARPS-A-GATOR, # 4801, 1 GALLON

LINER: LADDAWN, 40 X 46, RED BAGS

SPECIFY INFORMATION (SIZE, MANUFACTURER, MODEL NUMBER, ETC.) PER CORRUGATED BOX CONTAINER. ALL PRICING SHALL INCLUDE TRANSPORTATION COSTS TO EACH SITE.

31 GALLON, EAGLE PACKAGING, 65 POUND CAPACITY, SINGLE WALL CORRUGATED, STAMPED ON TWO SIDES WITH RED INK, MEETS UN3291, DOT AND FDOH REQUIREMENTS.

**EXHIBIT C
INSURANCE REQUIREMENTS**



Major Insurance Requirements

Minimum Insurance Requirements: *Risk Management in no way represents that the insurance required is sufficient or adequate to protect the Vendor's interest or liabilities. The following are the required minimums the Vendor must maintain throughout the duration of this Contract. The County reserves the right to request additional documentation regarding insurance provided.*

- a. **Commercial General Liability** - Coverage shall apply to premises and/or operations, products and completed operations, independent contractors, and contractual liability exposures with minimum limits of:

\$1,000,000 per occurrence
\$2,000,000 general aggregate
\$1,000,000 products and completed operations
\$1,000,000 personal and advertising injury

- b. **Business Auto Liability** - The following Automobile Liability will be required and coverage shall apply to all owned, hired and non-owned vehicles use with minimum limits of:

\$1,000,000 combined single limit (CSL) or
\$500,000 bodily injury per person
\$1,000,000 bodily injury per accident
\$500,000 property damage per accident

- c. **Workers' Compensation** - Statutory benefits as defined by Chapter 440, Florida Statutes, encompassing all operations contemplated by this Contract or Agreement to apply to all owners, officers, and employees regardless of the number of employees. Workers' Compensation exemptions may be accepted with written proof of the State of Florida's approval of such exemption. Employers' liability will have minimum limits of:

\$500,000 per accident
\$500,000 disease limit
\$500,000 disease – policy limit

*The required minimum limit of liability shown in a. and b. may be provided in the form of "Excess Insurance" or "Commercial Umbrella Policies," in which case, a "Following Form Endorsement" will be required on the "Excess Insurance Policy" or "Commercial Umbrella Policy."

EXHIBIT C INSURANCE REQUIREMENTS

Verification of Coverage:

1. Coverage shall be in place prior to the commencement of any work and throughout the duration of the Contract. A certificate of insurance will be provided to the Risk Manager for review and approval. The certificate shall provide for the following:

- a. The certificate holder shall read as follows:

**Lee County Board of County Commissioners
P.O. Box 398
Fort Myers, Florida 33902**

- b. *“Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials”* will be named as an **"Additional Insured"** on the General Liability policy, including Products and Completed Operations coverage.

Special Requirements:

1. An appropriate **"Indemnification"** clause shall be made a provision of the Contract.
2. It is the responsibility of the general contractor to ensure that all subcontractors comply with all insurance requirements.
3. Place the project name and number in the Description of Operations box.
4. Insurance carriers providing coverage required herein shall be licensed to conduct business in the State of Florida and shall possess a current A.M. Best's Financial Strength Rating of B+ Class VII or better

End of Insurance Guide Section