

**AGREEMENT FOR ELECTRONIC WASTE  
TRANSPORTATION, DE-MANUFACTURING AND RECYCLING**

**THIS AGREEMENT** ("Agreement") is made and entered into by and between Lee County, a political subdivision of the State of Florida, hereinafter referred to as the "County" and Secure Recycling LLC, a Georgia limited liability company, , whose address is 4487 Park Drive , Suite E, Norcross, GA, 30093, and whose federal tax identification number is 81-2958034, hereinafter referred to as "Vendor."

**WITNESSETH**

**WHEREAS**, the County intends to purchase services for the transportation and processing of electronic waste equipment, derived from the County's E-Waste collection program, from the Vendor in connection with "B200027 Electronic Waste Transportation, De-Manufacturing, and Recycling" (the "Purchase"); and,

**WHEREAS**, the County issued Solicitation No. B200027CJV on December 13, 2019 (the "Solicitation"); and,

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

**WHEREAS**, the County posted a Notice of Intended Decision on January 27, 2020; and,

**WHEREAS**, the Vendor has reviewed the services to be supplied pursuant to this Agreement and is qualified, willing and able to provide all such 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. SERVICES**

The Vendor agrees to diligently provide all services for the Purchase, a more specific description of the Project Scope of Services is set forth in Section 1. General Scope of Work of the "Scope of Work and Specifications" of Solicitation No. B200027CJV, a photocopy of said section(s) being attached hereto and incorporated by reference as Exhibit A. Vendor shall comply strictly with all of the terms and conditions of Solicitation No. B200027CJV, 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 to the extent that it does not conflict with the remainder of the Agreement.

## **II. TERM AND DELIVERY**

- A. This Agreement shall commence immediately upon the effective date and shall continue for a three (3) year period with the option to renew for three (3), additional one (1) year periods, upon written mutual agreement of the County and Vendor. The effective date shall be the date the Lee County Board of County Commissioners awarded the Contract to the Vendor.
- 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 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 services as outlined in this Agreement, and as supported by the Vendor's submittal in response to the Solicitation, 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 perform any services under this Agreement until receipt of written authorization from the County. Vendor acknowledges and agrees that no minimum order or amount of service is guaranteed under this Agreement and County may elect to request no services. If the County authorizes performance of services, the County reserves the right to amend, reduce, or cancel the authorization 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 services have been provided in conformity with this Agreement.
- B. The Vendor shall submit an invoice for payment to the County on a monthly basis for those specific services as described in Exhibit A (and the corresponding fees as described in Exhibit B) that were provided during that invoicing period.

#### **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 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. The additional compensation shall be agreed upon before commencement of any additional services and shall be incorporated into this Agreement by written amendment. The County shall not pay for any additional service or work performed 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 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 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 provision of service, or if directed by County, supply a comparable replacement 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](mailto: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.
- F. The Vendor shall comply with the Vendor Background Screening Affidavit attached hereto and incorporated herein as Exhibit D.

**IX. TIMELY PERFORMANCE OF SERVICES**

- A. The Vendor shall ensure that all of its staff, contractors and suppliers involved in the performance of services 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. If the services provided require use of specific key personnel, the personnel shall be agreed to by the County and Vendor. If the Vendor's key personnel have been predetermined and approved, through the Solicitation process or otherwise, any subsequent change or substitution to the personnel must receive the County's written approval before said changes or substitution can become effective.
- C. The Vendor specifically agrees that all services shall be performed 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.

**X. 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.

**XI. TERMINATION**

- A. The County shall have the right at any time upon thirty (30) 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'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.

## **XII. 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.

## **XIII. 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.

#### **XIV. 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 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. When any period of time is referred to by days herein, it shall be computed to exclude the first day and include the last day of such period. When the period of time is fewer than three (3) days, it shall mean business days as defined by Lee County. If the period of time is greater than three (3) days, then it shall mean calendar days. For any period of time greater than seven (7) days, where the deadline falls on a Saturday, Sunday, or Lee County recognized holiday, the deadline will then fall to the next Monday or non-Lee County recognized holiday
- I. 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:

Vendor's Representative:

County's Representatives:

Name:	<u>Bruce Manssuer</u>	Names:	<u>Roger Desjarlais</u>	<u>Mary Tucker</u>
Title:	<u>C.E.O.</u>	Titles:	<u>County Manager</u>	<u>Director of Procurement Management</u>
Address:	<u>4487 Park Drive</u>	Address:	<u>P.O. Box 398</u>	
	<u>Suite E</u>		<u>Fort Myers, FL 33902</u>	
Telephone:	<u>239-896-0908</u>	Telephone:	<u>239-533-2221</u>	<u>239-533-8881</u>
Facsimile:	<u>NA</u>	Facsimile:	<u>239-485-2262</u>	<u>239-485-8383</u>
E-mail:	<u>bruce@securerecyclingusa.com</u>	E-Mail:	<u>rdesjarlais@leegov.com</u>	<u>mtucker@leegov.com</u>

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

L. 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
4. Vendor's Submittal in Response to the Solicitation

[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: \_\_\_\_\_

Print Name: \_\_\_\_\_

*[Signature]*  
SYLVIES RAPPRAV

**SECURE RECYCLING LLC**

Signed By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

*[Signature]*  
BRUCE MANSSUER  
CEO  
2/11/20

**LEE COUNTY**

BOARD OF COUNTY COMMISSIONERS  
OF LEE COUNTY, FLORIDA

BY: \_\_\_\_\_

CHAIR

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

*[Signature]*  
5/8/2020



ATTEST:

CLERK OF THE CIRCUIT COURT  
Linda Doggett, Clerk

BY: \_\_\_\_\_

DEPUTY CLERK

*[Signature]*  
Melissa Butler



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

BY: \_\_\_\_\_

OFFICE OF THE COUNTY ATTORNEY

*[Signature]*  
Amanda Liddle

## EXHIBIT A SCOPE OF WORK AND SPECIFICATIONS

### SCOPE OF WORK AND SPECIFICATIONS

#### 1. GENERAL SCOPE OF WORK

1.1. The Lee County Board of County Commissioners seeks to contract with a qualified Vendor to provide the transporting and processing of electronic waste equipment derived from the County's E-Waste collection program. The County agrees that it may provide certain electronic waste equipment collected through its E-Waste collection program for reuse, recycling and management in accordance with all applicable regulation in lieu of abandonment and destruction of the electronic waste, to benefit the environment and to improve public health, safety and/or welfare.

#### 2. ESTIMATED QUANTITIES

2.1. The below quantities have been provided as a guideline to the estimated services the County expects to have a need for. No work is guaranteed.

HCW Outbound	Unit	Apr-18	May-18	Jun-18	Jul-18	Aug-18	Sep-18
Electronics Outbound	Lbs	40,919	0	43,740	0	22,265	48,627
Total Tons		20	0	22	0	11	24
Trailer loads		1	0	1	0	1	1
HCW Outbound	Unit	Oct-18	Nov-18	Dec-18	Jan-19	Feb-19	Mar-19
Electronics Outbound	Lbs	43,860	0	44,160	43,341	43,341	44,879
Total Tons		22	0	22	22	22	22
Trailer loads		1	0	1	1	1	1

#### 3. COUNTY RESPONSIBILITIES

3.1. The County requesting Department may provide some or all of its electronic equipment to the Vendor for recycling or reuse. The County requesting Department will provide all labor, equipment and supplies to palletize, load, and prepare the itemized load list for electronic waste being shipped and processed by the Vendor.

3.2. The County will pay the Vendor a flat rate fee per full trailer load for each on-call 53 foot full trailer load (24 pallets stacked 9 ft. high) of electronic waste collected by the Vendor. The County will package, weigh and load these pallets of electronics onto the Vendor's semi-trailer. Flat rate fee per on-call 53 foot full trailer load (24 pallets stacked 9 ft. high) shall include all applicable freight.

#### 4. VENDOR RESPONSIBILITIES

4.1. Vendor shall make all trucking arrangements to collect and transport electronic waste from the Lee County Solid Waste Annex, located at 6441 Topaz Ct., Fort Myers, FL 33966 to the Vendor's designated facility in a timely manner.

4.2. Vendor shall provide transportation at its sole cost to its facility and provide the materials, personnel and facility to process electronic waste for recycling or reuse in a secondary market.

- 4.3. Vendor shall accept all types, sizes and quantities of televisions and other approved electronic waste received from the County at no additional cost to the County other than the awarded flat rate fee per load awarded.
- 4.4. The storage, treatment or disposal of any electronic equipment shall be done in accordance with all applicable local, state and federal regulations. Vendor shall provide written certification of Destruction and/or Recycling (whichever is appropriate) to the County requesting Department for each load received from the County.
- 4.5. Vendor shall be capable of furnishing, upon request, all state and local licenses required for the specified work to be performed under this contract at any point during Agreement term inclusive of any renewals.
- 4.6. Certificates of Destruction and/or Recycling and a copy of the invoices are to be submitted to the Lee County Solid Waste designee together on the same email. Invoices will not be processed unless the Certificate of Destruction and/or Recycling (Attachment A- Sample Certificate) is included with the invoice. Originals should be processed through the Lee County Finance Department as stated within the Terms and Conditions of the solicitation.

**5. TYPES OF ELECTRONIC WASTE**

Computer Equipment	Test Equipment	Scrap Computer Metal
Connectors / Cords/Wire	Audio / Visual Equipment	Laptops
Communication Systems	Hard / Floppy Drives	Plotters / Copiers
Circuit Boards	Memory	Cameras
Fax Machines	CD ROM Drives	Bar Coding Equipment
Printers	Network / Video/Sound Cards	PDA's
Mainframes / Servers	Tape Drive	Televisions (all)
Modems	Motherboards	Cell Phones
Monitors	Power Supplies	Calculators
Microwaves	Scrap Copper	Microfiche Readers
Audio-Visual Equipment	Stereos	Radio Transmitters / Receiver's

- 5.1. Other electronic materials may be included in this Agreement and arrangement for those materials will be coordinated with the Vendor.

**6. COORDINATION**

- 6.1. Vendor shall collect and transport each full trailer load (24 pallets stacked 9 ft. high) of electronic waste from the Lee County Solid Waste Annex Facility on as-needed basis. An authorized representative of Lee County Solid Waste will notify the Vendor by telephone request of the requirement for pick-up. Within 24 hours, the Vendor shall confirm date and approximate time for pick-up. Pick-up date shall be within five (5) business days from the time the Vendor confirms request. Collection dates and times shall be coordinated between the Vendor and County authorized personnel. If necessary, changes to the pick-up date and/or time will be coordinated between Vendor and Lee County Solid Waste Division.

## 7. PREPARATION, PACKAGING AND TRANSPORTATION

- 7.1. As the electronic waste or electronic equipment is derived from households and businesses in Lee County, the County cannot warranty that any or all proprietary data or software has been removed from any equipment transferred to Vendor. The Solid Waste Division of Lee County, the agency responsible for waste management in Lee County, assumes that the patrons utilizing the Lee County, electronic waste Program intend to dispose of the equipment and hence, if any data or software is discovered, Vendor may destroy any such data or software in accordance with its established procedure without prior or further notice to the County Solid Waste department. Lee County Solid Waste cannot guarantee volume of any particular electronic waste items. Electronic waste is palletized and prepared for shipment as it is received. Pallets are stacked 9 feet high.
- 7.2. Packing and packaging specifications will be as follows: Televisions, CPU's and monitors will normally be packaged on pallets 9 feet high and shrink wrapped in place. Small items i.e. scrap, wiring, mice, keyboards, circuit board, hard drives and modems will be packed in boxes (not shipped loose) prior to palletizing. Vendor is responsible for informing the County requesting department of any required security clearances that could affect or delay the delivery.
- 7.3. Vendor shall establish security measures to minimize damage, loss or theft of equipment within its control until it is processed.
- 7.4. The Vendor is responsible for recycling, de-manufacturing, and transporting the categories of materials listed, in accordance with Types of Electronic Waste as noted herein. Sensitive data shall be removed from all electronics utilizing a "Clear," "Purge," or "Destroy" method. The sanitized information should be attained before selling or donating the media.

## 8. EQUIPMENT TRANSFER

- 8.1. The County Solid Waste department will prepare the documentation (Bill of Lading) for each load of electronics provided to the Vendor. The County Solid Waste department, at its option, may provide a weight and truck seal number for the load. Vendor, upon processing the material, shall verify the weight of each shipment received from the County.

End of Scope of Work and Specifications Section

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**Procurement Management Department**  
 2115 Second Floor, 1<sup>st</sup> Floor  
 Fort Myers, FL 33901  
 Main Line: (239) 533-8881  
 Fax Line: (239) 485-8383  
[www.lee.gov/procurement](http://www.lee.gov/procurement)

**Posted Date:** January 17, 2020

**Solicitation No.:** B200027CJV

**Solicitation Name:** Electronic Waste Transportation, De-Manufacturing, and Recycling

**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:** Sample Manifest.pdf

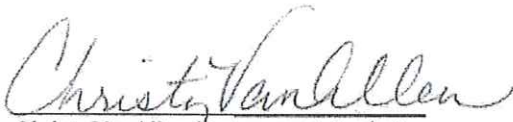
2. **QUESTIONS/ANSWERS**

1.	Is it possible to get the make/model of the assets in order to understand the age of the assets?
<b>Answer</b>	See attached sample manifest. Each trailer load will contain a manifest of the items contained within the shipment. The County makes no guarantee of quantity, type or age of recyclable materials contained within the shipment.
2.	Can you provide additional clarity or an example of the term "special conditions" noted in this section?
<b>Answer</b>	Special Conditions pertaining to this project are located on Page 17 of the solicitation. The term of the agreement for this project will be three years, plus three one-year renewal options.
3.	If multiple vendors are awarded this contract, will we be assured that an even mix of products per provided for each vendor? What guarantee or comfort can be provided to the vendor to ensure they do not receive all high-cost material i.e. CRT - TVs?
<b>Answer</b>	The County makes no guarantee of quantity, type or age of recyclable materials contained within the shipment. Items are not sorted. All recyclables are gathered, packaged, palletized, and loaded in bulk as items are received into the County's facility.
4.	We do not see any specific requirements listed in the SOW other than on the sample of the Certification of Destruction (COD) also we note the "minimum qualifications" pg. 35 does not list any certifications. 1. Are the ISO certifications mandatory or is R2 certification sufficient? 2. If the provider has all ISO certifications but subcontracts some processing to an R2 certified downstream subcontractor is this acceptable?
<b>Answer</b>	1. The R2 certification is typically accompanied with OHSAS 18001, ISO 9001, and ISO 14001 certifications. The County will accept the R2 or the ISO's, but the provider must meet all quality, environmental, and safety standards. Please outline all applicable certifications in your submittal to the County. 2. Yes, as long as the provider assumes all responsibility that the subcontractor meets all quality, environmental, and safety standards.

5.	What is your payment procedure and what are the terms as in days to pay from invoice?
Answer	All invoices shall be addressed as indicated on the front of the Purchase Order and must include the Vendor's name and phone number, and clearly list quantities, item descriptions, and units of measure. Vendor shall indicate on all invoices the Purchase Order number and terms of payment. Payment terms are forty-five (45) days net from the date of the accepted invoice, provided the services were rendered satisfactorily. Interest and penalties shall be paid in accordance with the Florida Government Prompt Payment Act, Florida Statutes 218.70-218.76 (2015).
6.	Referencing Page 12, Section 25.6.1: <i>"Any Agreement/Contract as a result of this solicitation may be terminated by either party giving thirty (30) calendar days advance written notice. The County reserves the right to accept or not accept a termination notice submitted by the vendor and no such termination notice submitted by the vendor shall become effective unless and until the vendor is notified in writing by the County of its acceptance."</i> Please clarify your intention with the word "unless" is to reserve the right to not accept proper notice of termination notice rather than not accept vendor termination if submitted correctly as are the terms.
Answer	The County reserves the right to accept or not accept a termination notice submitted by the vendor.

**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.**




Christy VanAllen, Procurement Analyst  
 Email: cvanallen@leegov.com  
 Direct Line: 239-533-8839  
 Lee County Procurement Management



**EXHIBIT B  
FEE SCHEDULE**

VER 01-03-19

Form 1a - Bid/Proposal Form

 <p><b>LEE COUNTY</b> SOUTHWEST FLORIDA</p>	<p><b>PROCUREMENT MANAGEMENT DEPARTMENT BID/PROPOSAL FORM</b></p>		
	<p><b>COMPANY NAME:</b> <u>Secure Recycling</u></p>		
<p><b>SOLICITATION:</b> <u>B200027CJV Electronic Waste Transportation, De-Manufacturing, and Recycling</u></p>			
<p>Having carefully examined the Contract Documents, Contractor/Vendor proposes to furnish the following which meeting these specifications.</p>			
<p><b>PRICING</b> Pricing shall be inclusive of all labor, equipment, supplies, overhead, profit, material, and any other incidental costs required to perform and complete all work as specified in the Contract Documents. All Unit Prices will be bid at the nearest whole penny. In the event there is a discrepancy between a subtotal or total amount and the unit prices and extended amounts, the unit prices will prevail and the corrected extension(s) and total(s) will be considered the price.</p>			
<p>The County will only accept bids submitted on bid forms provided by the County. Bids submitted on other forms, other than those provided by the County, will be deemed non-responsive and ineligible for award.</p>			
<p><b>ELECTRONIC WASTE TRANSPORTATION, DE-MANUFACTURING, AND RECYCLING</b></p>			
<p><i>COST PER ON-CALL 53 FT. TRAILER LOAD of 24 PALLETS - including all applicable freight costs</i></p>			
Item	Description	Unit of Measure	FLAT FEE
1	53 Foot Full Trailer Load	Per Full Trailer Load	\$ 2750.00

## EXHIBIT C INSURANCE REQUIREMENTS



### Lee County Insurance Requirements

**Minimum Insurance Requirements:** *Risk Management in no way represents that the insurance required is sufficient or adequate to protect the vendors' 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, 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 FS 440 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."*



**LEE COUNTY**  
SOUTHWEST FLORIDA

**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 insure that all subcontractors comply with all insurance requirements.

**EXHIBIT D  
VENDOR BACKGROUND SCREENING AFFIDAVIT**



**VENDOR BACKGROUND  
SCREENING AFFIDAVIT**

Florida Statutes Chapter 435 governs required background screenings for any employees, contractors, subcontractors, or agents of the Vendor who will have contact with any vulnerable person, as defined by statute, or who otherwise are required to undergo a Level 1 or Level 2 background screening in accordance with Florida law.

The Vendor is responsible for ensuring that such required background screenings are conducted in accordance with Florida Statutes Chapter 435. Documentation of such completed background screenings must be maintained for a period of no less than five (5) years and are subject to audit by Lee County at any time during such five (5) year period.

**Under penalty of perjury, I declare that I have read and understand the requirements stated above, and that all required background screenings shall be conducted in accordance with this affidavit.** I further understand that there may be additional local, state, and federal regulations that may require background screening, and that the Vendor will be solely responsible for complying with such legal requirements. Furthermore, the Vendor shall indemnify and hold Lee County harmless from any and all claims or actions resulting from failure to comply with this affidavit.

Date: 2/11/20

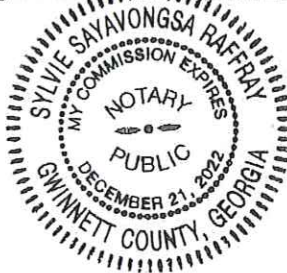
[Signature]  
Signature

STATE OF GA  
COUNTY OF Lowndes

Bruce Mansueti  
Name/Title

On the date set forth above, the foregoing instrument was sworn to (or affirmed) and subscribed before me by the above-named person and in their stated capacity, and is either personally known to me or who has produce the following as identification: Georgia Driver's License 060656826 exp 9/26/25

[Stamp/seal required]



[Signature]  
Signature, Notary Public