

HOUSEHOLD CHEMICALS WASTE CENTER TRANSPORTATION AND DISPOSAL SERVICES – ANNUAL

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 MXI Environmental Services LLC, a New Jersey company authorized to do business in the State of Florida, whose address is 26319 Oil Trail Road, Abingdon, Virginia 24210 and whose federal tax identification number is 22-3747787, hereinafter referred to as "Vendor."

WITNESSETH

WHEREAS, the County intends to purchase services for transportation and disposal of chemical waste materials from the County collection center and collection events to an Environmental Protection Agency (EPA) permitted Transportation Storage/Disposal/Facility (TSDF) from the Vendor in connection with "Household Chemical Waste Center Transportataion & Disposal - Annual" (the "Purchase"); and,

WHEREAS, the County issued Solicitation No. B220418MWB on January 24, 2023 (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 March 28, 2023; 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 services for the Purchase, a more specific description of the Project Scope of Work and Specifications is set forth in Sections 1, 2, & 3 of Solicitation No. B220418MWB, 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 the Solicitation, B220418MWB as modified by its addenda, a copy of which is on file with the County's Department of Procurement Management and is deemed incorporated into this Agreement.

II. TERM AND DELIVERY

- A. This Agreement shall commence immediately upon the effective date and shall continue for one (1), three (3) year period. There may be an option to extend this Agreement, as specified in the Scope of Work and Specifications, upon the mutual written agreement of both the County and the Vendor, at the time of extension or renewal, for three (3), additional one (1) year periods. The effective date shall be June 18th, 2023.
- 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 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 make any deliveries or 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 product or service is guaranteed under this Agreement and County may elect to request no products or services. If the County authorizes delivery of products or 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 products and 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 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 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, PRRCustodian@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. 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. 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 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 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 sub-

contracts 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.

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. 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

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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:

<u>Vendor's Representative</u>		<u>County's Representative</u>	
Name:	Ronald Potter	Names:	Roger Desjarlais Mary Tucker
Title:	Managing Member	Titles:	County Manager Procurement Management Director
Address:	26319 Old Trail Road Abingdon, VA 24210	Address:	P.O. Box 398 Fort Myers, FL 33902
Telephone:	239-628-6636	Telephone:	(239) 533-2221 (239) 533-8881
Facsimile:	276-623-0599	Facsimile:	(239) 485-2262 (239) 485-8383
Email:	ronp@mxinc.com	Email:	rdesjarlais@leegov.com mtucker@leegov.com

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

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

WITNESS:

Signed By: *Peggy Sneed*
Print Name: Peggy Sneed

MXI Environmental Services LLC

Signed By: *Ronald Potter*
Print Name: Ronald Potter
Title: Managing Member
Date: 04/05/23

LEE COUNTY

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: *Ben Am*
CHAIR

DATE: 5/19/2023

ATTEST:
CLERK OF THE CIRCUIT COURT

BY: *Melinda Butler*
Melissa Butler
Deputy Clerk



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

BY: *Chandra Rich*
OFFICE OF THE COUNTY ATTORNEY

EXHIBIT A

SCOPE OF WORK AND SPECIFICATIONS

SCOPE OF WORK AND SPECIFICATIONS FOR Household Chemical Waste Center Transportation & Disposal Services - Annual

1. Introduction

1.1. The purpose of these specifications is to describe the requirements of Lee County relative to the transportation and disposal of chemical waste materials from the County's collection center and collection events to an Environmental Protection Agency (EPA) permitted Transportation/Storage/Disposal Facility (TSDF) and subsequent disposal of these materials in a manner permitted by all applicable laws and regulations. The chemical waste materials generated will come from homeowners, small businesses, schools, and governmental agencies within Lee County.

2. Scope of Work:

2.1 Household Chemical Waste Collection Events

2.1.1. The Vendor shall be responsible for the coordination and operation of annual municipal collection events, as needed, at a location to be determined by the County. The County does not warrant any minimum number of events, and should conditions change, and the County waives its requirement for collection events, this portion of the scope will not be required of the Vendor. The County shall reserve the right to add additional annual collection events anytime throughout the term of this Agreement.

2.1.2. The Vendor shall provide competent, qualified and trained personnel, tables, generators, lab instruments, tents, communications equipment, emergency response kits, manifests, receiving services, packaging, transportation services, disposal services, and agency coordination in accordance with all applicable local, state, and federal ordinances, rules and regulations including, but not limited to Lee County Government, local Fire Marshal, Florida Department of Environmental Protection (FDEP), the Environmental Protection Agency (EPA), Occupational Safety and Health Administration (OSHA) and the United States Department of Transportation (USDOT).

2.1.3. As the County's anticipated unloading amount is approximately 250 cars per hour, the Vendor shall ensure it can handle the County's workload.

2.1.4. All collected hazardous materials must be properly secured and rendered inaccessible to the public.

2.1.5. Prior to each event, Vendor must submit a spill contingency plan to the County designated representative and/or project manager. The Vendor must clean up all spills that occur during any collection event, in compliance with the spill contingency plan and to the satisfaction of the County. Vendor shall coordinate with local emergency response personnel to develop a site contingency plan and train all site personnel including volunteers on Site and Safety procedures such as evacuation signals and rules.

2.1.6. In the case where participation rates exceed the Vendor's capability to properly manage a collection, the Vendor shall mobilize additional personnel, equipment and materials as required and at the direction of the County.

2.1.7. The Vendor shall provide on-site identification of all hazardous materials received at the collection event. Identification shall be sufficient to properly package all hazardous materials pursuant to USDOT requirements and to ensure acceptance at an EPA permitted Treatment, Storage, and Disposal Facility (TSDF). The Vendor shall comply with pre-transport requirements of 40 CFR Part 262, Sub -part C. Only state and federally approved containers and packing materials shall be utilized for the packaging and transport of hazardous materials.

2.2. Conditionally Exempt Small Quantity Generator (CESQG)

- 2.2.1. The Vendor shall provide the business community of Lee County that generates less than 100 kilograms/ 220 lbs. a month with CESQG collection events at the Lee County Household Chemical Waste (HCW) facility located located at 6441 Topaz Ct., Ft. Myers, FL, 33966 on a once per month basis at no additional charge to the County. The event will be held on agreed upon date once per month pending participation by businesses whereas the Vendor shall set up, screen, collect, classify, weigh, package, label, manifest, transport, and properly dispose of all chemical wastes accepted by the Vendor.
- 2.2.2. All CESQG Waste will be handled and processed by the Vendor staff. Cost of disposal under CESQG provided by the Vendor shall be paid directly to the Vendor by the participating businesses at time of service. Vendor is solely responsible for all monies owed by participating businesses. Manifests for chemical waste collected during the event shall identify the Vendor as the generator of the waste. On each of the scheduled CESQG collection events the County shall allow the Vendor's personnel the use of the designated assigned area, utilities, and sanitation services.
- 2.2.3. The County will assist in providing signage and traffic control during the CESQG collection event. The Vendor shall have the capability to staff at a minimum two (2) Chemists and (2) Forty Hour Hazwoper trained personnel for the events. The Vendor shall provide such personnel, equipment, and supplies as necessary to remove all waste accepted by the Vendor at the County's HCW facility by 5:00PM Eastern on the day of the collection event.
- 2.2.4. CESQG events are to open at 9:00AM and end at 2:00PM Eastern

2.3. Small Quantity Generator Services (SQGs)

- 2.3.1. The Vendor shall establish collection route services for small quantity generators (SQG) (any business generating between 100 and 1,000 kg of hazardous wastes per month). The Vendor shall identify, consolidate, package manifest, and assume responsibility for all SQG wastes accepted by the Vendor. All collected hazardous waste from participating generators shall be transported directly to a permitted TSDF.

2.4. Transportation and Disposal Services for the HCW Collection Center and Collection Events

- 2.4.1. The County's HCW Collection Center is located at 6441 Topaz Ct., Ft. Myers, FL, 33966. The County reserves the right to add additional HCW Collection Centers at its discretion in accordance with Section 3.1 of this Agreement. Materials received from this facility are limited to household generated wastes. The County staff will segregate, sort, lap pack and store materials received according to labeled hazard classifications. The Vendor shall bi-monthly or within two (2) working days after receipt of notification from the County, arrive at the Collection facility to remove any and all waste as directed by the County.
- 2.4.2. Title to all waste accepted by the Vendor from the County, and CESQG's for transport and disposal by the Vendor shall pass directly from the County or CESQG to the Vendor upon manifest completion by the Vendor.
- 2.4.3. The Vendor shall receive material at the County's Collection Center or at other alternate sites as designated by the County. The Vendor and any subcontractor(s) shall comply with all applicable requirements of 40 CFR and 49 CFR as determined by the County regarding the lawful transportation and disposal of hazardous wastes.

- 2.4.4 The Vendor shall transport all wastes which are approved by the County to approved hazardous waste facilities using transporters meeting the minimum insurance requirements, licensing requirements as identified, and the standards applicable to transporters of hazardous waste as defined in FAC 62-730.170 and all applicable USDOT requirements for transportation of hazardous materials. The Vendor shall be responsible for all activities relating to the transportation of hazardous materials or wastes.
- 2.4.5 It is the sole responsibility of the Vendor to ensure that, should subcontractor(s) be used by the Vendor for any portion of the work, these subcontractor(s) shall meet or exceed the same requirements as the Vendor.
- 2.4.6 The Vendor shall ensure that any materials received from the County are prohibited from disposal in non-hazardous waste landfills as identified in Subtitle D of 40 CFR 264 or delivered to non-hazardous waste incinerators or any such facility which is not licensed to conduct Treatment, Storage, or disposal of hazardous wastes as identified in 40 CFR 264. The Vendor shall supply the County with a certificate of destruction for wastes removed by the Vendor. The certificate of destruction shall be supplied no later than 90 days from the removal of the waste from the County's site and it shall contain the following information: Date of event/collection, location of collection, Inbound Manifest number, document number, Inbound container number, Inbound manifest page/line, Inbound weight, Inbound manifest Department of Transportation (DOT) description, Outbound facility, treatment description, outbound manifest number, outbound ship date, outbound manifest page/line. The County reserves the right to withhold a percentage, at the discretion of the County based on event, of amount owed to Vendor until the receipt by the County of the certificate of destruction. The manifested description and hazard classification shall not be changed without prior written approval by the County.
- 2.4.7 Damages, penalties and or fines imposed on or incurred by the County or Vendor for failure to obtain and keep current any required licenses or permits, or to comply with any law, ordinance, rule, regulation, or special condition applicable to the contract or directly or indirectly relating to or resulting from handling, transportation, or disposal of all materials handled or managed by the Vendor shall be borne by the Vendor. The Vendor shall manage universal waste in accordance with F.A.C. 62-730-185.
- 2.4.8 The Vendor is solely responsible for conforming to all requirements mandated by any Permitted Recycling, Treatment, Storage or Disposal Facility regarding transportation of the waste, to ensure its acceptance at the final disposal facility.
- 2.4.9 No additional or alternate disposal sites and/or subcontractors shall be used by the Vendor for services within the scope of this Agreement without written authorization from the County.
- 2.4.10 Vendor shall reimburse the County for actual expenses to annually audit the TSDF used by the Vendor for final handling of collected materials. This audit shall be limited to two (2) County employees.
- 2.5 Training**
- 2.5.1 Vendor shall provide all personnel, equipment, supplies, and material necessary to conduct a minimum of two (2) training classes for County personnel per each twelve (12) month Agreement period. Each class shall be for a minimum of four (4) hours and for a maximum of ten (10) designated County personnel per class. The instruction shall at a minimum address safe and proper screening, collecting, handling, and storing of household chemical wastes, and shall include information concerning chemical compatibility, and education on safely managing unknowns and chemical spills. The first training class shall be held at the County's collection center within thirty (30) days after execution of the Agreement. Instructors shall be qualified Vendor personnel or qualified contract instructors. Instructors and class curriculum must be acceptable and pre-approved by the County prior

to class instruction. Failure of the Vendor to provide the County with acceptable instructors and an approved curriculum shall be grounds for contract termination.

3. **Additional Related Services**

3.1 At the County's discretion and on an "as-needed" basis, County may request waste disposal and transportation services of Vendor for chemicals produced, found, or dropped off at any County facility outside of those generated through the events as described herein or at the specific facilities as listed herein.

3.2 Such services shall be discussed and negotiated on an "as-needed" basis with the selected Vendor and shall follow the terms and conditions as applicable and stated herein.

End of Scope of Work and Specifications Section

SPECIAL CONDITIONS

These are conditions that are in relation to this solicitation only and have not been included in the County's standard Terms and Conditions or the Scope of Work.

1. TERM

The awarded Vendor shall be responsible for furnishing and delivering to the Lee County requesting Department(s) the commodity or services on an "as needed basis" for one (1) three-year (3) period. There may be an option to extend this Agreement as specified in the Scope of Work or specifications upon the approval of both the County and the Vendor at the time of extension or renewal for three (3), additional one (1) year periods.

2. BASIS OF AWARD

2.1. The basis of award shall be determined by the lowest *Project Total Bid* of the most responsive, responsible, and qualified Vendor meeting all bid specifications.

2.2. Vendors are required to bid on all line items to be considered for award. Failure to bid all line items will deem the Vendor as non-Responsive. The County reserves the right to award to the Vendor whose prices, in its sole judgement, are the most realistic in terms of provision of the best services and in the best interest of the County. Additionally, the County reserves the right to reject any and all bids at any time, unconditionally, and without cause.

3. LOCAL PREFERENCE

3.1 The Lee County Local Vendor Preference shall be included as part of the award process for this project. As such, Lee County at its sole discretion may choose to award a preference to any qualified Local Vendor.

4. MINIMUM QUALIFICATIONS

4.1. Vendor shall meet the minimum qualification criterion as specified in Form 8 – Minimum Qualification Requirements provided within this solicitation package to qualify for consideration of award. Form 8 - Minimum Qualification Requirements should be completed and returned with proposal submittal along with any supporting documentation requested and/or indicated herein.

4.2. The determination shall be based upon the examination of Form 8 – Minimum Qualification Requirements and associated supportive documentation (if any requested). Failure to meet the minimum qualifications as listed, at the sole discretion of the County, may result in Vendor being deemed Non-Responsive.

4.3. Vendor is requested to provide with bid submittal, the items requested on Form 8. The County reserves the right to request additional documentation or clarification at any point prior to award and during term of Agreement, inclusive of any renewals. The County further reserves the right to approve or reject materials provided as part of the required submittal documentation. Failure to provide requested submittal documents in a timely manner or receive County approval of provided documentation, at the sole discretion of the County, may deem Vendor non-responsive and ineligible for award, renewal, or continuation of services.

4.4. The Vendor shall have the capability to staff at a minimum fifteen (15) qualified environmental workers. Specific type of workers requested can be found on Form 8 - Minimum Qualification Requirements.

4.5. It is *Highly Encouraged* that the Vendor provide a list of all equipment based on bid specifications and a training manual at time of bid submission. If the Vendor does not provide this list at time of bid submission, please note that the County may request these items at any point during the term of the Agreement.

End of Special Conditions Section



Procurement Management Department
 2115 Second Street, 1st Floor
 Fort Myers, FL 33901
 Main Line: (239) 533-8881
 Fax Line: (239) 485-8383
www.leegov.com/procurement

Posted Date: February 8, 2023

Solicitation No.: B220418MWB

Solicitation Name: Household Chemical Waste Center Transportation & Disposal Services - Annual

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: 2022 Invoices and 2022 Shipping Manifests

2. QUESTIONS/ANSWERS

1.	Copies of current contract pricing
Answer	Current contract pricing and documents may be found on the Lee County Procurement Website: https://www.leegov.com/procurement/awarded-annual-contracts/downloads?fid=5264&fn=Project2019-03-08T09_45_19.xml
2.	Copies of all 2022 invoices
Answer	Please see attachment
3.	Copies of all 2022 shipping manifests
Answer	Please see attachment

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.

Monica Busbee

Monica Busbee
 Procurement Analyst Direct Line: 239-533-8859
 Lee County Procurement Management



Procurement Management Department
 2115 Second Street, 1st Floor
 Fort Myers, FL 33901
 Main Line: (239) 533-8881
 Fax Line: (239) 485-8383
www.lee.gov/procurement

Posted Date: February 20, 2023

Solicitation No.: B220418MWB

Solicitation Name: Household Chemical Waste Center Transportation & Disposal Services - Annual

Subject: Addendum Number 2

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: NONE
2. QUESTIONS/ANSWERS

1.	Will there be an official registration for CESQG's prior to arrival at HHW collection events?
Answer	Official registration is recommended. The selected contractor would be responsible for handling the calls and registration.
2.	Please provide historical data on CESQG turnout from previous HHW collection events.
Answer	There was an average of 15 customers with average weight of 6300 lbs. per event
3.	To confirm, all rates extended must be firm for 3 years.
Answer	Yes.
4.	Is there any opportunity to adjust pricing throughout the 3-year contract term?
Answer	Not at this time.
5.	Are drum disposal minimum charges allowed to be priced in addition to unit disposal rates?
Answer	No
6.	Can a fuel surcharge be priced separately from disposal, supplies, mobilization, etc. ?
Answer	No

7.	How are additional supplies/disposal/etc. that are required to service the contract negotiated and added to the contract pricing? If there are supplies and items required to conduct this service that are not found on the original contract rate sheet, what is the process for negotiating and inserting additional pricing into the contract rate sheet during the contract term?
Answer	Please bid according to the bid tab.
8.	What was the average car count per HHW collection event in 2022?
Answer	Lee County averaged 216 cars per event
9.	Please confirm that HHW waste is prohibited from landfill and waste to energy per 2.4.6 of RFP.
Answer	Per section 2.4.6, any materials received from the County are prohibited from disposal in non-hazardous waste landfills as identified in Subtitle D of 40 CFR 264, or delivered to non-hazardous waste incinerators or any such facility which is not licensed to conduct Treatment, Storage, or disposal of hazardous wastes as identified in 40 CFR 264.
10.	Please confirm that HHW waste is prohibited from landfill and waste to energy per 2.4.6 of RFP.
Answer	Please see answer to question 9
11.	What physical locations are you currently shipping HHW waste?
Answer	Lee County's current contracted vendor is responsible for the shipment of HHW waste.
12.	What is the final technology used for waste treatment and final disposal?
Answer	This is the responsibility of the County's current contracted vendor.
13.	Considering that per FDEP regulatory requirements, HHW is not considered RCRA exempt in the State of Florida, is it the expectation of Lee County that EPA waste codes be identified on the shipping papers, Land Disposal Restriction forms be completed as required, and waste is managed for packaging, transportation, and disposal accordingly?
Answer	EPA waste codes and land disposal restriction forms are not required however, we do required that the selected vendor ensures waste is managed for packaging, transportation, and disposal according to all regulatory requirements.
14.	Are there established routes and frequencies for servicing SQG waste disposal services?
Answer	All Business collection days are held on the 4 th Wednesday of every month, pending holidays, located at 6441 Topaz Ct Ft Myers FL 33966.

15.	What are the hours of operation for HHW collection events, and what day of the week will they occur?
Answer	We currently host an event the 1 st Saturday quarterly from 7am-11am. You will need to set-up the Friday before the event. Please note the dates, times, locations, and frequency of HHW collection events are subject to change based on the County's discretion.

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.

Monica Busbee

Monica Busbee

Procurement Analyst Direct Line: 239-533-8859

Lee County Procurement Management

**EXHIBIT B
FEE SCHEDULE**

ITEM	DESCRIPTION	UNIT OF MEASURE	UNIT PRICE
1	Flammable Liquid, Bulk	Per lb	\$0.55
2	Flammable Liquid Solid, Lab Pack	Per lb	\$0.65
3	Corrosives, Bulk Base/Acid	Per lb	\$0.75
4	Corrosives, Lab Pack Base/Acid	Per lb	\$0.75
5	Pesticides Bulk Liquid/Solid	Per lb	\$1.10
6	Pesticides, Lab Pack Liquid/Solid	Per lb	\$1.15
7	Non-Regulation Liquid/Solid	Per lb	\$0.30
8	Hazardous Waste Liquid/Solid	Per lb	\$4.00
9	Explosives/Reactive/Non-Routine Cyanides and Sulfides / Low Level, Amines and Isocyanates, Lab Pack	Per lb	\$5.00
10	Lead Paint Lab Pack	Per lb	\$1.00
11	Oxidizer - Solid/Liquid, Lab Pack	Per lb	\$3.75
12	PCB's Lab Pack	Per lb	\$2.00
13	Mercury, Lab Pack	Per lb	\$10.00
14	Oil Based Paint	Per lb	\$0.55
15	Aerosols	Per lb	\$0.85
16	Organic Peroxide	Per lb	\$3.75
17	Hydrofluoric Acid	Per lb	\$1.00
18	Self-Heating Solids Lab Pack	Per lb	\$5.00
19	Sodium Hydrosulfite	Per lb	\$1.00
20	Flourescent Tubes	Per lb	\$0.25
21	Batteries: Single/Rechargeable	Per lb	\$1.00
22	Compact Flourescent Bulbs	Per lb	\$1.00
23	Latex Paint	Per lb	\$0.35
1	55 Gallon Drum	Each	35.00
2	30 Gallon Drum	Each	30.00
3	5 Gallon Drum	Each	10.00
4	Cubic Yard Box	Each	60.00
5	Pallets - 40x48	Each	0.00

EXHIBIT C INSURANCE REQUIREMENTS

INSURANCE GUIDE



Lee County Insurance Requirements Includes Pollution Liability

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
- d. **Pollution Liability** – Covering property loss and liability arising from pollution-related damages, for sites that have been inspected and found uncontaminated. Transporter moving hazardous products or waste as cargo aboard the transporter's truck:
 - \$1,000,000 bodily injury / property damages / cleanup, including wrongful delivery

**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."*

Revised 09/15/2022 – Page 1 of 2



**Lee County Insurance Requirements
Includes Pollution Liability**

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. **Under the Description of Operations, the following must read as listed:**

"Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials are automatic additional insureds and includes an automatic waiver of subrogation with regard to general liability. The certificate holder is an additional insured on a primary and noncontributory basis with regards to general liability."

b. **The certificate holder must read as follows:**

Lee County, a political subdivision and Charter County of the State of Florida
P.O. Box 398
Fort Myers, Florida 33902

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.

Revised 09/15/2022 – Page 2 of 2

End of Insurance Guide Section

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: 4/5/23

Ronald Potter
Signature

STATE OF Virginia
COUNTY OF Washington

Ronald Potter, Managing Member
Name/Title

The foregoing instrument was sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 5th day of April, 2023, by the above-named person and in their stated capacity, and is either personally known to me or who has produced the following type of identification: Driver License
Type of Identification

[Stamp/seal required]

Peggy Ann Sneed
Signature/Notary Public

**PEGGY ANN SNEAD
NOTARY PUBLIC
REGISTRATION NO. 186933
COMMONWEALTH OF VIRGINIA
My Commission Expires April 30, 2023**