

B260032SAM  
Residential Used Sharps Depository Program  
Anytime Biohazard, LLC

E1 Contract # N/A-PO

## **AGREEMENT FOR RESIDENTIAL USED SHARPS DEPOSITORY PROGRAM**

**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 Anytime Biohazard, LLC, a Florida company, whose address is 15804 Brothers Court, Suite 1, Fort Myers, FL 33912 and whose federal tax identification number is 46-4403267, hereinafter referred to as "Vendor."

### **WITNESSETH**

**WHEREAS**, the County intends to purchase services for delivery, collection, transportation, and disposal of residential sharps containers from designated locations throughout the County from the Vendor in connection with "Residential Used Sharps Depository Program" (the "Purchase"); and,

**WHEREAS**, the County issued Solicitation No. B260032SAM on December 12, 2025 (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 22, 2026; and,

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

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

#### **I. PRODUCTS AND SERVICES**

The Vendor agrees to diligently provide all products and services for the Purchase, a more specific description of the Project Scope of Services is set forth in the Scope of Work and Specifications Section of B260032SAM, 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 No. B260032SAM, as modify by its addenda, copies of which are on file with the County's Department of Procurement Management and is 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 one (1), three (3) year period. Upon mutual written Agreement of both parties, the parties may renew the Agreement, in whole or in part, for a renewal term or terms not to exceed the term of two (2) years. The increments of renewal shall be at the sole discretion of the County as deemed in its best interest. The effective date shall be the date the Lee County Board of County Commissioners awarded the solicitation 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 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](mailto: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.

#### **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. CONTRACT TERMINATION**

- A. MATERIAL BREACH A Vendor may be Terminated for Cause by the County, at the sole discretion of the Procurement Management Director, for failing to perform a contractual requirement or for a material breach of any term or condition. A material breach of a term or condition of the Agreement may include but is not limited to: 1. Vendor failure to perform services or deliver materials, supplies, or equipment by the date required or by an alternate date as mutually agreed in a written amendment to the Agreement; 2. Vendor failure to carry out any warranty or fails to perform or comply with any mandatory provision of the Agreement; 3. Vendor becomes insolvent or in an unsound financial condition so as to endanger performance hereunder; 4. Vendor becomes the subject of any proceeding under any law relating to bankruptcy, insolvency or reorganization, or relief from creditors and/or debtors that endangers the Vendor's proper performance hereunder; 5. Appointment of any receiver, trustee, or similar official for Vendor or any of the Vendor's property and such appointment

endangers the Vendor's proper performance hereunder; 6. A determination that the Vendor is in violation of federal, state, or local laws or regulations and that such determination renders the Vendor unable to perform any aspect of the Agreement.

- B. **OPPORTUNITY TO CURE** In the event that Vendor fails to perform a contractual requirement or materially breaches any term or condition, the County may issue a written cure notice. The Vendor may have a period of time in which to cure. The County is not required to allow the Vendor to cure defects if the opportunity for cure is not feasible as, determined solely within the discretion of the County. Time allowed for cure shall not diminish or eliminate Vendor's liability for damages, or otherwise affect any other remedies available against Vendor under the Agreement or by law. If the breach remains after Vendor has been provided the opportunity to cure, the County may do any one or more of the following: 1. Exercise any remedy provided by law; 2. Terminate this Agreement and any related contracts or portions thereof; 3. Procure replacements and impose damages as set forth elsewhere in this Agreement, if applicable; 4. Impose actual or liquidated damages; 5. Suspend or bar Vendor from receiving future solicitations or other opportunities; 6. Require Vendor to reimburse the County for any loss or additional expense incurred as a result of default or failure to satisfactorily perform the terms of the Agreement.
- C. **TERMINATION FOR CAUSE** In the event the Procurement Management Director, in his/her sole discretion, determines that the Vendor has failed to comply with the conditions of this Agreement in a timely manner or is in material breach, the Procurement Management Director has the right to terminate this Agreement, in part or in whole. If corrective action is deemed acceptable by the County, the Procurement Management Director shall notify the Vendor in writing of the need to take corrective action and the date in which the corrective action must be completed. If corrective action is not completed as specified by the Procurement Management Director, or if such corrective action is deemed by the County to be insufficient, the Agreement may be terminated. The County reserves the right to withhold further payments, or prohibit the Vendor from incurring additional obligations of funds during investigation of the alleged breach and pending corrective action by the Vendor or a decision by the County to terminate the Agreement. In the event of termination, the County shall have the right to procure any replacement materials, supplies, services and/or equipment that are the subject of this Agreement on the open market. In addition, the Vendor shall be liable for damages as authorized by law including, but not limited to, any price difference between the original Agreement and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time. If it is determined that: (1) the Vendor was not in material breach; or (2) failure to perform was outside of Vendor's or its subcontractor's control, fault or negligence, the termination shall be deemed to be a "Termination for Convenience." The rights and remedies of

the County provided in this Agreement are not exclusive and are in addition to any other rights and remedies provided by law.

- D. **TERMINATION FOR CONVENIENCE** Except as otherwise provided in this Agreement, the County, at the sole discretion of the Procurement Management Director, may terminate this Agreement, in whole or in part by giving thirty (30) calendar days written notice beginning on the second day after mailing to the Vendor. If this Agreement is so terminated, the County shall be liable only for payment required under this Agreement for properly authorized services rendered, or materials, supplies and/or equipment delivered to and accepted by the County prior to the effective date of Agreement termination. The County shall have no other obligation whatsoever to the Vendor for such termination.
- E. 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 XII.

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.
- C. Vendor shall secure from the applicable third-party manufacturers, and assign and pass through to the County, at no additional cost to the County, such warranties as may be available with respect to the equipment, parts and systems provided through the Purchase.

## **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.
- I. Any notices of default or termination shall be sufficient if sent by the parties via email, 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:	<u>Marlo Gleason</u>	Name:	<u>Mary Tucker</u>
Title:	<u>Owner</u>	Title:	<u>Procurement Management Director</u>
Address:	<u>15804 Brothers Court, Suite #1 Fort Myers, FL 33912</u>	Address:	<u>P.O. Box 398 Fort Myers, FL 33902</u>
Telephone:	<u>(239) 297 - 0622</u>	Telephone:	<u>(239) 533-8881</u>
Facsimile:	<u></u>	Facsimile:	<u>(239) 485-8383</u>
Email:	<u><a href="mailto:anytimebiohazard@yahoo.com">anytimebiohazard@yahoo.com</a></u>	Email:	<u><a href="mailto:mtucker@leegov.com">mtucker@leegov.com</a></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. Each individual signing this Agreement directly and expressly warrants that he/she has been given and has received and accepted authority to sign and execute the Agreement on behalf of the party for whom it is indicated he/she has signed, and further has been expressly given and received and accepted authority to enter into a binding agreement on behalf of such party with respect to the matters contained herein and as stated herein.
- M. 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

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

WITNESS:

**ANYTIME BIOHAZARD, LLC**

Signed By: *Pamela Dragich*

Signed By: *Marko Gleason*

Print Name: PAMELA DRAGICH

Print Name: Marko Gleason

Title: OWNER

Date: 1.29.2026

**LEE COUNTY**

BOARD OF COUNTY COMMISSIONERS  
OF LEE COUNTY, FLORIDA

Signed By: *Cecil Pendergrass*

Print Name: Cecil Pendergrass

Title: County Commissioner- Chairman

Date: 3/9/2026 | 2:29 PM EDT

ATTEST:  
CLERK OF THE CIRCUIT COURT

Signed by: *Kevin C. Karnes*



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

DocuSigned by: *Amanda L. Swindle*

OFFICE OF THE COUNTY ATTORNEY

## 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(s) to provide service for delivery, collection, transportation, and disposal of residential sharps containers from designated locations throughout the County.

**2. LOCATIONS**

- 2.1. Approximately sixty-four (64) collection sites shall be serviced under this Agreement.
- 2.2. Collection sites primarily include Health Department and Fire Stations.
- 2.3. A complete list of current collection sites is attached to this scope of work. The County reserves the right to add or remove collection sites at its discretion.
- 2.4. Additional collection sites must be approved by the Lee County Solid Waste Department. A list of approved collection sites will be provided to the Vendor.

**3. CONTAINERS**

- 3.1. The Vendor shall provide the following type of containers:
  - One-quart sharp containers.
  - corrugated box carton.
  - 64 Gallon Locking Storage Container
- 3.2. All containers, cartons, and liners must comply with applicable state regulations, including those outlined in the Florida Administrative Code, Chapter 64E-16.

**4. VENDOR LICENSES**

- 4.1. The Vendor shall maintain all current state and local licenses required to perform the specified work in the transportation and disposal of biomedical sharps in accordance with the Florida Administrative Code, Chapter 64E-16, including but not limited to requirements for storage, containment, labeling, treatment, transport, permitting, and enforcement.
- 4.2. The Vendor shall be a licensed biomedical waste transporter with the Florida Department of Health and shall obtain all necessary permits and pay any applicable fees required by regulatory agencies. The Vendor is responsible for arranging any inspections required by local ordinances and must provide satisfactory evidence that all work has been completed in compliance with applicable codes and regulations.
- 4.3. The following documentation must be provided to the County prior to execution and maintained during the agreement period:
  - 4.3.1. Department of Health or Department of Environmental Protection Biomedical Waste Facility permit (64E-16.011 F.A.C.) or exemption from permitting.
  - 4.3.2. Department of Health Biomedical Waste Generator Permit (64E-16.011 F.A.C.)



- 4.3.3. Department of Health Biomedical Waste Storage Facility Permit (64E-16.011 F.A.C.)
- 4.3.4. Department of Health Biomedical Waste Treatment Facility Permit (64E-16.011 F.A.C.)
- 4.3.5. Department of Health Biomedical Waste Transporter Registration (64E-16.009 F.A.C.)

**5. DISTRIBUTION**

- 5.1. The Vendor shall maintain and deliver a minimum of one case at each collection site of approved one-quart sharps containers, cartons, and liners to each designated site, as determined by the County.
- 5.2. The Vendor shall deliver sharp containers to each collection site on a monthly basis or more frequently as needed, using appropriate delivery methods (e.g., drop-off, postal service, or commercial carrier).
  - 5.2.1. Vendor shall provide replacement containers, cartons, and liners at time of collection if no replacements are at collection site.

**6. WASTE COLLECTION**

- 6.1. The Vendor shall collect filled or partially filled transportation containers, cartons and liners containing residential sharps waste from each collection site once per month. Additional collections may become necessary. The Vendor must provide those additional collections at the same unit rate listed in the bid schedule. All additional pickups shall be requested through the collection site, shall be scheduled and completed within one week in coordination with the collection site and Lee County Solid Waste.
- 6.2. The Vendor is responsible for ensuring that all transportation cartons collected are properly sealed, labeled, and packaged in compliance with all applicable laws, regulations, and standards.
- 6.3. The Vendor shall comply with all requests for the regular monthly scheduled collection and any additional collections as directed by the County. No minimum service requirements are guaranteed under this contract.
- 6.4. All waste pickups must occur between 7:30 a.m. and 4:30 p.m. Eastern Standard Time and must align with each location's designated service days.
  - 6.4.1. The County reserves the right to refuse a pickup if the delivery occurs outside the approved timeframe specified above.
- 6.5. The Vendor shall be required to perform a monthly routine waste collection at the Materials Recovery Facility (Recycling Center) to prevent needles and other biomedical waste from entering the recycling stream. Facility is located at 10550 Buckingham Road, Fort Myers, Florida 33905.

**7. WASTE DISPOSAL**

- 7.1. The Vendor shall provide a written manifest, at the time of collection, to each collection site documenting the pickup of used sharps in the transportation cartons.
- 7.2. The Vendor shall notify the Solid Waste Department via email at [Solidwaste@leegov.com](mailto:Solidwaste@leegov.com) if any non-sharps waste is found in the containers. The Vendor shall also treat and dispose of the waste and provide the County with monthly proof of destruction (e.g., a certificate of destruction), which shall be submitted via email to the same address.
- 7.3. The Vendor must comply with all applicable state regulations for biomedical waste, including Florida Administrative Code 64E-16 and Florida Statute 381.

**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

- 1.1. The 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. Upon mutual written agreement of both parties, the parties may renew the Agreement, in whole or in part, for a renewal term or terms not to exceed the term of two (2) years. The increments of renewal shall be at the sole discretion of the County as deemed in its best interest.

### 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.

### 3. MINIMUM QUALIFICATIONS

- 3.1. The VENDOR shall meet the Minimum Qualifications specified under the Attributes Tab in IonWave in order to be eligible for award consideration. All Minimum Qualifications requiring supporting documentation shall be submitted under the Response Attachments Tab.
- 3.2. The COUNTY'S determination of responsiveness shall be based upon its examination of the Minimum Qualifications and any associated supporting documentation. Failure to meet the Minimum Qualifications, as determined at the sole discretion of the COUNTY, may result in the CONTRACTOR being deemed Non-Responsive.
- 3.3. The Minimum Qualifications associated with this solicitation are limited to those specified under the Attributes Tab in IonWave. Any reference to minimum qualifications or requirements contained within the technical specifications or attachments shall be superseded by the Minimum Qualifications listed under the Attributes Tab in IonWave.

### 4. LOCAL PREFERENCE

- 4.1. 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.



**5. PRICING INFORMATION**

- 5.1. One Quart Sharps Container shall be for purchase only.
- 5.2. Corrugated Box Carton Disposal Fee: The pricing shall include any transportation cost (i.e., vendor drop-off, UPS inside delivery, etc., as applicable) and disposal fees for the provision to and monthly collection from designated sites, proper biomedical waste disposal.
- 5.3. 64 Gallon Locking Storage Container: This pricing shall be for the purchase of the containers.

**6. INVOICES**

- 6.1. The Vendor shall submit monthly invoices to the Lee County Solid Waste Management Department following completion of services. Each invoice must include a detailed breakdown by location, listing item descriptions, quantities, unit prices, and totals. A certificate of destruction or other proof of disposal must accompany each invoice. Copies of all invoices and supporting documentation shall also be provided to the Lee County Public Health Department.

**End of Special Conditions Section**



**Solicitation No.:** B260032SAM

**Solicitation Name:** Residential Used Sharps Depository Program

**Subject:** Addendum Number 1

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

**1. ATTACHMENT**

**a. 64-gallons Container Pictures**

**2. QUESTIONS/ANSWERS**

1.	Who is the current vendor & what are your current rates?
<b>Answer</b>	<b>Please refer to the following link for the current contract, which includes the Vendor and contract pricing: <a href="https://www.leegov.com/procurement/awarded-annual-contracts/downloads?fid=5841&amp;fn=Project2022-04-28T08%2029%2055.xml">https://www.leegov.com/procurement/awarded-annual-contracts/downloads?fid=5841&amp;fn=Project2022-04-28T08 29 55.xml</a></b>
2.	Can you please share a picture and dimensions of the 64-gallon container?
<b>Answer</b>	<b>A standard 64-gallon Toter (or rollout cart) typically measures around 31.75 inches long (depth) x 24.25 inches wide x 41.75 inches high. See attachment for pictures of a current container in use.</b>
3.	What is the service frequency for 64-gallon containers?
<b>Answer</b>	<b>The service frequency for 64-gallon containers is a minimum of once per month.</b>
4.	What is the service frequency for biohazard boxes?
<b>Answer</b>	<b>The service frequency for biohazard boxes is a minimum of once per month.</b>
5.	The past procurements have been for 1 gallons, is it correct that you now want 1 Quarts?
<b>Answer</b>	<b>Correct. The new size container will be 1 Quart.</b>

**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.**

***Sahara Morales***

Sahara Morales  
 Procurement Analyst Direct Line: 239-533-1689  
 Lee County Procurement Management



**Solicitation No.:** B260032SAM

**Solicitation Name:** Residential Used Sharps Depository Program

**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. QUESTIONS/ANSWERS**

1.	The current vendor's winning bid was \$14.95 for the corrugated boxes. Did they ever increase the price? If so, what is the current price?
<b>Answer</b>	<b>The pricing was not increased.</b>
2.	Correction on the size of the container from the previous question I submitted. The procurement is asking for pricing for 96-64 gallon toters, are we replacing/suppling 96 containers or only as needed. (as new fire departments open)
<b>Answer</b>	<b>Each fire department location has an existing 64-gal container on site. These containers only need replaced if damaged, on an as-needed basis.</b>
3.	The procurement is asking for pricing for 96-96 gallon toters, are we replacing/suppling 96 containers or only as needed. (as new fire departments open)
<b>Answer</b>	<b>Each fire department location has an existing 64-gal container on site. These containers only need replaced if damaged, on an as-needed basis.</b>
4.	I see the deadline is 1/13/26. Once awarded, when does the new agreement start?
<b>Answer</b>	<b>The anticipated start date for the new agreement is mid-spring.</b>

**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.**

**Sahara Morales**

Sahara Morales  
 Procurement Analyst Direct Line: 239-533-1689  
 Lee County Procurement Management



**Solicitation No.:** B260032SAM

**Solicitation Name:** Residential Used Sharps Depository Program

**Subject:** Addendum Number: 3

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. REVISIONS**  
**SCOPE OF WORK AND SPECIFICATIONS**

~~4.3.2 Department of Health Biomedical Waste Generator Permit (64E-16.011 F.A.C.)~~

**ATTRIBUTES TAB – ION WAVE**

~~Item 23 MINIMUM QUALIFICATION CRITERIA 3 – PERMIT: Does your company possess the Department of Health Biomedical Waste Generator Permit~~

**RESPONSE ATTACHMENTS TAB – ION WAVE**

~~Item 10 – Minimum Qualification Criteria No 3~~

**2. QUESTIONS/ANSWERS**

1.	Line 10 under the Response Attachments section is requesting a generator permit. The vendor/transporter does not need a generator permit to perform this work. The Fire Departments are the generators, and they hold the generator permit. Can I submit a bid without a generators permit?
Answer	Yes, Vendor/transporter may submit bids without the generator permits. The Minimum Qualification Criteria No 3 has been removed from the minimum requirements of this solicitation. Please see the revisions listed above.

**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.**

**Sahara Morales**

Sahara Morales  
 Procurement Analyst Direct Line: 239-533-1689  
 Lee County Procurement Management

**EXHIBIT B  
FEE SCHEDULE**

<b>Anytime Biohazard, LLC</b>			
<b>Line #</b>	<b>Description</b>	<b>UOM</b>	<b>Unit Price</b>
1	One Quart Sharps Container (for purchase only)	EA	\$0.90
2	Corrugated Box Carton Disposal Fee (includes transportation & Disposal)	EA	\$14.50
3	64 Gallon Locking Storage Container (for purchase only)	EA	\$0.00

## 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 Insurance Requirements

### **Verification of Coverage:**

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

- a. **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.