

November 8th, 2013

Lee County Board of Commissioners,

Anytime Biohazard, LLC is a local, veteran owned and operated Lee County medical waste transportation company. Our company began in 2008, with a troubled economy. With the support of our community, we continue to thrive. We are firm believers in supporting Lee County business. We live in Lee County, our children attend Lee County public schools, we participate in many local sports and we volunteer in Lee County. We believe awarding the Residential Sharps Program to Anytime Biohazard is in the best interest of Lee County. The benefits of the award go beyond the finances of the estimated proposed bid, they extend to help support all the things that make our community great. Anytime Biohazard supports Lee County, we hope Lee County supports its local vendor, Anytime Biohazard. I strongly believe an award for Anytime Biohazard is an award for Lee County. Thank you for the opportunity to serve Lee County.

Sincerely,

A handwritten signature in black ink, appearing to read "Matthew P. Gleason". Below the signature are two sets of initials, "MAG" and "MG", also written in black ink.

Matthew P. Gleason
Marlo Gleason

Anytime Biohazard, LLC



PROJECT NO.: IFB140028

OPEN DATE: November 12, 2013

AND TIME: 2:30 P.M.

PRE-BID DATE: NA

AND TIME: NA

LOCATION: Lee County Procurement
1825 Hendry Street, 3rd Floor
Fort Myers, FL 33901

REQUEST FOR INFORMAL BID

TITLE: RESIDENTIAL USED SHARPS DEPOSITORY PROGRAM

REQUESTER: LEE COUNTY BOARD OF COUNTY COMMISSIONERS
DIVISION OF PROCUREMENT MANAGEMENT

MAILING ADDRESS
P.O. BOX 398
FORT MYERS, FL 33902-0398

PHYSICAL ADDRESS
1825 Hendry St 3rd Floor
FORT MYERS, FL 33901

PROCUREMENT CONTACT:

Amy Hofschneider
Procurement Analyst
PHONE NO.: (239) 533-5899
EMAIL: ahofschneider@leegov.com



LEE COUNTY
SOUTHWEST FLORIDA
BOARD OF COUNTY COMMISSIONERS

John E. Manning
District One

Cecil L. Pendergrass
District Two

Larry Kiker
District Three

District Four

Frank Mann
District Five

Roger Desjarlais
County Manager

Andrea Fraser
Acting County Attorney

Donna Marie Collins
County Hearing Examiner

(239) 533-5450

October 25, 2013
SOLICITATION NO.: IFB140028

SUBJECT: ADDENDUM NUMBER ONE

REFERENCE: RESIDENTIAL USED SHARPS

Received
[Signature]

The following changes shall become a part of the Bid Documents and shall be as binding as if contained therein:

ITEM NO. 1

DELETE pages 8 and 9 of the Request for Informal Bid Specification and **REPLACE** with Addendum No One, 10/25/13 pages 8 and 9 attached

SUMMARY

Quantities do not accurately illustrate estimated monthly use.

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

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

Amy Hofschnider

Amy Hofschnider, Procurement Analyst
Lee County Procurement Management



John E. Manning
District One

Cecil L. Pendergrass
District Two

Larry Kiker
District Three

Brian Hamman
District Four

Frank Mann
District Five

Roger Desjarlais
County Manager

Andrea Fraser
Acting County Attorney

Donna Marie Collins
County Hearing
Examiner

(239) 533-5450

October 30, 2013

SOLICITATION NO. IFB140028

SUBJECT: ADDENDUM NUMBER TWO

REFERENCE: RESIDENTIAL USED SHARPS

Received
[Signature]

The following changes shall become a part of the Bid Documents and shall be as binding as if contained therein:

ITEM NO. 1

DELETE Addendum No One, 10/25/13, page 9.

REPLACE with Addendum No Two, 10/30/13, page 9

SUMMARY

This addendum is to correct the math equation to calculate cost schedule 2. Item A plus item B equals \$\$\$ times 12 months plus the cost to purchase storage containers.

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

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

Amy Hofschneider

Amy Hofschneider, Procurement Analyst
Lee County Procurement Management



John E. Manning
District One

Cecil L. Pendergrass
District Two

Larry Kiker
District Three

Brian Hamman
District Four

Frank Mann
District Five

Roger Desjarlais
County Manager

Richard Wesch
County Attorney

Donna Marie Collins
County Hearing
Examiner

(239) 533-5450

November 6, 2013

SOLICITATION NO.: IFB140028

SUBJECT: ADDENDUM NUMBER THREE

REFERENCE: Residential Used Sharps

Received
[Handwritten Signature]

The following changes shall become a part of the Bid Documents and shall be as binding as if contained therein:

ITEM NO. 1

DELETE Addendum No One replacing pages 8 and 9.

DELETE Addendum No Two page 9

REPLACE with Addendum No Three pages 8 and 9.

SUMMARY

Addendum No Three is replacing both previous addendums. This addendum is correcting the quantities for both schedule 1 and 2.

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

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

Amy Hofscheider

Amy Hofscheider, Procurement Analyst
Lee County Procurement Management

GENERAL CONDITIONS

Sealed Bids will be received by the DIVISION OF PROCUREMENT MANAGEMENT, until 2:30pm on the date specified on the cover sheet of this "Request for Informal Bid", and opened immediately thereafter by the Director or designee.

Any question regarding this solicitation should be directed to the Procurement Division Contact listed on the cover page of this solicitation, or by calling the Division of Procurement Management at (239) 533-5450.

1. SUBMISSION OF QUOTE:

- a. Bids must be sealed in an envelope, and the outside of the envelope must be marked with the following information:
 1. Marked with the words "Sealed Bid"
 2. Name of the firm submitting the bid
 3. Title of the bid
 4. Bid number
- b. The Bid must be submitted in duplicate as follows:
 1. The original consisting of the Lee County solicitation forms completed and signed.
 2. A copy of the original solicitation forms for the Director.
- c. The following must be submitted along with the solicitation in a separate envelope. This envelope must be marked as described above, but instead of marking the envelope as "Sealed Bid", please indicate the contents; i.e., literature, drawings, submittals, etc. This information must be submitted in duplicate.
 1. Any information (either required or in addition to that asked for by the specifications) necessary to analyze your bid; i.e., required submittals, literature, technical data, financial statements.
 2. Warranties and guarantees against defective materials and workmanship.
- d. **BIDS RECEIVED LATE:** It is the vendor's responsibility to ensure the bid is received by the Division of Procurement Management prior to the opening date and time specified. Any bid received after the opening date and time will be promptly returned to the vendor unopened. Lee County will not be responsible for bids received late because of delays by a third party delivery service; i.e., U.S. Mail, UPS, Federal Express, etc.
- e. **BID CALCULATION ERRORS:** In the event there is a discrepancy between the total bid amount or the extended amounts and the unit prices bid, the unit prices will prevail and the corrected sum will be considered the bid price.

- f. **PAST PERFORMANCE:** All vendors will be evaluated on their past performance and prior dealings with Lee County (i.e., failure to meet specifications, poor workmanship, late delivery, etc.). Poor or unacceptable past performance may result in bidder disqualification.
- g. **WITHDRAWAL OF BID:** No bid may be withdrawn for a period of 90 days after the scheduled time for receiving bids. A bid may be withdrawn prior to the bid-opening date and time. Such a request to withdraw must be made in writing to the Procurement Management Director, who will approve or disapprove of the request.
- h. **COUNTY RESERVES THE RIGHT:** The County reserves the right to exercise its discretion, to waive minor informalities in any bid; to reject any or all bids with or without cause; and/or to accept the bid that in its judgment will be in the best interest of the County of Lee.
- i. **EXECUTION OF BID:** All bids shall contain the signature of an authorized representative of the vendor in the space provided on the quote proposal form. All bids shall be typed or printed in ink. The bidder may not use erasable ink. All corrections made to the bid shall be initialed.
- j. **ADDITIONS/REVISIONS/DELETIONS:** Additions, revisions or deletions to the general conditions, specifications or quote price sheets that change the intent of the bid will cause the bid to be non-responsive and the bid will not be considered. The Procurement Director shall be the sole judge as to whether or not any addition, revision, or deletion changes the intent of the bid.

2. **ACCEPTANCE**

The materials and/or services delivered under the bid shall remain the property of the seller until a physical inspection and actual usage of these materials and/or services is accepted by the County and is deemed to be in compliance with the terms herein, fully in accord with the specifications and of the highest quality. In the event the materials and/or services supplied to the County are found to be defective or do not conform to specifications, the County reserves the right to cancel the order upon written notice to the seller and return such product to the seller at the seller's expense.

3. **SUBSTITUTIONS**

Whenever in these specifications a brand name or make is mentioned, it is the intention of the County only to establish a grade or quality of materials and not to rule out other brands or makes of equal quality. However, if a product other than that specified is bid, it is the vendor's responsibility to name such product with his bid and to prove to the County that said product is equal to the product specified. Lee County shall be the sole judge as to whether a product being offered by the vendor is actually equivalent to the one being specified by the detailed specifications. (Note: This paragraph does not apply when it is determined that the technical requirements of this solicitation will require a specific product only, as stated in the detailed specifications.)

4. **RULES, REGULATIONS, LAWS, ORDINANCES & LICENSES**

The awarded vendor shall observe and obey all laws, ordinances, rules, and regulations, of the federal, state, and local government, which may be applicable to the supply of this product or service. The awarded vendor has attested to compliance with the applicable immigration laws of the United States in the attached affidavit. Violations of the immigration laws of the United States shall be grounds for unilateral termination of the awarded agreement.

- a. Local Business Tax – Vendor shall submit within 10 calendar days after request.
- b. Specialty License(s) – Vendor shall possess at the time of the opening of the bid all necessary permits and/or licenses required for the sale of this product and/or service and upon the request of the County will provide copies of licenses and/or permits within 10 calendar days after request.
- c. The geographic preference established in the Local Vendor Preference ordinance is applicable to all Lee County procurement activities unless otherwise specifically noted in the solicitation package. Provided, however, the Local Vendor Preference ordinance is not applicable to procurement activity or solicitations involving Federal Transit Administration grant funds.
- d. Florida Statutes Section 607.1501 (1) states: A foreign corporation may not transact business in this state until it obtains a certificate of authority from the Department of State.

5. **WARRANTY/GUARANTEE** (unless otherwise specified)

All materials and/or services furnished under this bid shall be warranted by the vendor to be free from defects and fit for the intended use.

6. **PRE-BID CONFERENCE**

A pre-bid conference will be held at the location, date, and time specified on the cover of this solicitation. Pre-bid conferences are generally non-mandatory, but it is highly recommended that everyone planning to submit a bid attend.

In the event a pre-bid conference is classified as mandatory, it will be so specified on the cover of this solicitation and it will be the responsibility of the quoter to ensure that they are represented at the pre-bid. Only those bidders who attend the pre-bid conference will be allowed to bid on this project.

7. **LEE COUNTY PAYMENT PROCEDURES**

All vendors are requested to mail an original invoice to:

Lee County Finance Department
Post Office Box 2238
Fort Myers, FL 33902-2238

All invoices will be paid as directed by the Lee County payment procedure unless otherwise differently stated in the detailed specification portion of this bid.

Lee County will not be liable for requests for payment deriving from aid, assistance, or help by any individual, vendor, quoter, or bidder for the preparation of these specifications.

Lee County is generally a tax-exempt entity subject to the provisions of the 1987 legislation regarding sales tax on services. Lee County will pay those taxes for which it is obligated, or it will provide a Certificate of Exemption furnished by the Department of Revenue. All bidders should include in their bid all sales or use taxes, which they will pay when making purchases of material or subcontractor's services.

8. **PUBLIC ENTITY CRIME**

Any person or affiliate as defined by statute who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid or a contract to provide any goods or services to the County; may not submit a bid on a contract with the County for the construction or repair of a public building or a public work; may not submit bids or leases of real property to the County; may not be awarded or perform works as a contractor, supplier, subcontractor, or consultant under a contract with the County, and may not transact business with the County in excess of \$25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list.

9. **QUALIFICATION OF BIDDERS** (unless otherwise noted)

Bids will be considered only from firms normally engaged in the sale and distribution or provision of the services as specified herein. Bidders shall have adequate organization, facilities, equipment, and personnel to ensure prompt and efficient service to Lee County. The County reserves the right before recommending any award to inspect the facilities and organization; or to take any other action necessary to determine ability to perform is satisfactory, and reserves the right to reject bids where evidence submitted or investigation and evaluation indicates an inability of the vendor to perform.

10. **MATERIAL SAFETY DATA SHEETS**

In accordance with Chapter 443 of the Florida Statutes, it is the vendor's responsibility to provide Lee County with Materials Safety Data Sheets on quoted materials, as may apply to this procurement.

11. **MISCELLANEOUS**

If a conflict exists between the General Conditions and the detailed specifications, then the detailed specifications shall prevail.

12. **WAIVER OF CLAIMS**

Once this contract expires, or final payment has been requested and made, the awarded contractor shall have no more than 30 days to present or file any claims against the County concerning this contract. After that period, the County will consider the Contractor to have waived any right to claims against the County concerning this agreement.

13. **AUTHORITY TO PIGGYBACK**

It is hereby made a precondition of any bid and a part of these specifications that the submission of any bid in response to this request constitutes a bid made under the same conditions, for the same price, and for the same effective period as this bid, to any other governmental entity.

14. **COUNTY RESERVES THE RIGHT**

a) **State Contract**

If applicable, the County reserves the right to purchase any of the items in this bid from State Contract Vendors if the prices are deemed lower on State Contract than the prices we receive in this solicitation.

b) **Any Single Large Project**

The County, in its sole discretion, reserves the right to separately bid any project that is outside the scope of this bid, whether through size, complexity, or dollar value.

c) **Disadvantaged Business Enterprises (DBE's)**

The County, in its sole discretion, reserves the right to purchase any of the items in this bid from a Disadvantaged Business Enterprise vendor if the prices are determined to be in the best interest of the County, to assist the County in the fulfillment of any of the County's grant commitments to federal or state agencies.

The County further reserves the right to purchase any of the items in this solicitation from DBE's to fulfill the County's state policy toward DBE's.

d) **Anti-Discrimination**

The vendor for itself, its successors in interest, and assignees, as part of the consideration there of covenant and agree that:

In the furnishing of services to the County hereunder, no person on the grounds of race, religion, color, age, sex, national origin, handicap or marital status shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.

The vendor will not discriminate against any employee or applicant for employment because of race, religion, color, age, sex, national origin, handicap or marital status. The vendor will make affirmative efforts to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, age, sex, national origin, handicap or marital status. Such action shall include, but not be limited to, acts of employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

Vendor agrees to post in a conspicuous place, available to employees and applicants for employment, notices setting forth the provisions of this anti-discrimination clause.

Vendor will provide all information and reports required by relevant regulations and/or applicable directives. In addition, the vendor shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County to be pertinent to ascertain compliance. The vendor shall maintain and make available relevant data showing the extent to which members of minority groups are beneficiaries under these contracts.

Where any information required of the vendor is in the exclusive possession of another who fails or refuses to furnish this information, the vendor shall so certify to the County its effort made toward obtaining said information. The vendor shall remain obligated under this paragraph until the expiration of three (3) years after the termination of this contract.

In the event of breach of any of the above anti-discrimination covenants, the County shall have the right to impose sanctions as it may determine to be appropriate, including withholding payment to the vendor or canceling, terminating, or suspending this contract, in whole or in part.

Additionally, the vendor may be declared ineligible for further County contracts by rule, regulation or order of the Board of County Commissioners of Lee County, or as otherwise provided by law.

The vendor will send to each union, or representative of workers with which the vendor has a collective bargaining agreement or other contract of understanding, a notice informing the labor union or worker's representative of the vendor's commitments under this assurance, and shall post copies of the notice in conspicuous places available to the employees and the applicants for employment.

The vendor will include the provisions of this section in every subcontract under this contract to ensure its provisions will be binding upon each subcontractor. The vendor will take such actions with respect to any subcontractor, as the contracting agency may direct, as a means of enforcing such provisions, including sanctions for non-compliance.

15. **AUDITABLE RECORDS**

The awarded vendor shall maintain auditable records concerning the procurement adequate to account for all receipts and expenditures, and to document compliance with the specifications. These records shall be kept in accordance with generally accepted accounting methods, and Lee County reserves the right to determine the record-keeping method required in the event of non-conformity. These records shall be maintained for two years after completion of the project and shall be readily available to County personnel with reasonable notice, and to other persons in accordance with the Florida Public Disclosure Statutes.

16. **DRUG FREE WORKPLACE**

Whenever two or more responses, which are equal with respect to price, quality and service, are received for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall comply with the requirements of Florida Statutes 287.087.

17. **REQUIRED SUBMITTALS**

Any submittals requested should be returned with the bid response. This information may be accepted after opening, but no later than 10 calendar days after request.

18. **TERMINATION**

Any agreement as a result of this bid may be terminated by either party giving thirty (30) calendar days advance written notice. The County reserves the right to accept or not accept a termination notice submitted by the vendor, and no such termination notice submitted by the vendor shall become effective unless and until the vendor is notified in writing by the County of its acceptance.

The Procurement Management Director may immediately terminate any agreement as a result of this bid for emergency purposes, as defined by the Lee County Purchasing and Payment Procedure Manual.

Any vendor who has voluntarily withdrawn from a solicitation without the County's mutual consent during the contract period shall be barred from further County procurement for a period of 180 days. The vendor may apply to the Board of Lee County Commissioners for waiver of this debarment. Such application for waiver of debarment must be coordinated with and processed by Procurement Management.

19. **CONFIDENTIALITY**

Vendors should be aware that all submittals (including financial statements) provided with a solicitation are subject to public disclosure and will **not** be afforded confidentiality.

20. **ANTI-LOBBYING CLAUSE**

All firms are hereby placed on formal notice that neither the County Commissioners nor candidates for County Commission, nor any employees from the Lee County Government, Lee County staff members, nor any members of the Qualification/Evaluation Review Committee are to be lobbied, either individually or collectively, concerning this project. Firms and their agents who intend to submit qualifications, or have submitted qualifications, for this project are hereby placed on *formal notice* that they are ***not*** to contact County personnel for such purposes as holding meetings of introduction, meals, or meetings relating to the selection process outside of those specifically scheduled by the County for negotiations. Any such lobbying activities may cause immediate disqualification for this project.

21. **INSURANCE (AS APPLICABLE)**

Insurance shall be provided, per the attached insurance guide. Upon request, an insurance certificate complying with the attached guide may be required prior to award.

LEE COUNTY, FLORIDA
PROPOSAL QUOTE FORM
FOR
RESIDENTIAL USED SHARPS DEPOSITORY PROGRAM

DATE SUBMITTED: 8 November 2013

VENDOR NAME: Anytime Biohazard,

TO: The Board of County Commissioners
Lee County
Fort Myers, Florida

Having carefully examined the "General Conditions", and the "Detailed Specifications", all of which are contained herein, the Undersigned proposes to furnish the following which meet these specifications:

NOTE REQUIREMENT: IT IS THE SOLE RESPONSIBILITY OF THE VENDOR TO CHECK LEE COUNTY PROCUREMENT MANAGEMENT WEB SITE FOR ANY PROJECT ADDENDA ISSUED FOR THIS PROJECT. THE COUNTY WILL POST ADDENDA TO THIS WEB PAGE, BUT WILL NOT NOTIFY.

The undersigned acknowledges receipt of Addenda numbers: One, Two, Three

COST SCHEDULE 1:

A. COST PER FOUR QUART / 1 GALLON SHARPS CONTAINER

800 Containers (times) X \$ 2.07 = \$ 1,656.00
(Your cost per container)

B. COST PER CORRUGATED BOX CARTON, INCLUDING
TRANSPORTATION AND DISPOSAL

100 Boxes (times) X \$ 15.27 = \$ 1,527.00
(Your cost per Box)

MONTHLY COST A + B \$ 3,183.00

C. COST FOR 64 GALLON LOCKING STORAGE CONTAINER

Monthly Rental Fee per \$ 2.50 X 66 = \$ 165.00 x 12 = \$ 1,980.00

A + B + C X (times) 12 Months = \$ 40,176.00

Annual Cost Schedule 1: \$ 40,176.00

COST SCHEDULE 2:**A. COST PER FOUR QUART / 1 GALLON SHARPS CONTAINER**

800 Containers (times) X \$ 2.07 = \$ 1,656.00
 (Your cost per container)

B. COST PER CORRUGATED BOX CARTON, INCLUDING TRANSPORTATION AND DISPOSAL

100 Boxes (times) X \$ 15.27 = \$ 1,527.00
 (Your cost per Box)

MONTHLY COST A + B \$ 3,183.00

C. COST FOR 64 GALLON LOCKING STORAGE CONTAINER

Outright Purchase each storage container \$ 57.27 (times) X 66 = \$ 3,779.82

(Lee County reserves the right to rent / purchase containers outright in order to reduce annual expenditures in the future. Whichever is in the best interest of the county.)

A + B X (times) 12 Months = \$ 38,196.00 + C = \$ 41,975.82

Annual Cost Schedule 2: \$ 38,196.00 + One time purchase @ \$ 3,779.82

(Quantities above are for bidding purposes only)

SPECIFY MANUFACTURER, MODEL NUMBER, SIZE, SHARPS CONTAINER CAPACITY, AND LINER INFORMATION OF CARTON TO BE PROVIDED:

McKesson 4-quart Sharps container Item #586905 5Hx10wx7
See Attachment

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

Eagle Packaging C-Kraft, 200 pound strength 32-gallon
Boxes. Meets UN329, DOT, and FDOT requirements.
(see Attachment)

Liner is Medical Action Industries (see Attachment)

TO BE (DELIVERED/COMPLETED/STARTED) WITHIN 14 CALENDAR DAYS AFTER RECEIPT OF AWARD AND PURCHASE ORDER.

WILL YOU DELIVER WITH YOUR OWN VEHICLE AS OPPOSED TO COMMON CARRIER?
YES X NO

Quoters should carefully read all the terms and conditions of the specifications. Any representation of deviation or modification to the quote may be grounds to reject the quote.

Are there any modifications to the quote or specifications?
YES X NO

Failure to clearly identify any modifications in the space below or on a separate page may be grounds for the quoter being declared nonresponsive or to have the award of the quote rescinded by the County.

MODIFICATIONS:

Bidder shall submit his/her bid on the County's Proposal Quote Form, including the firm name and authorized signature. Any blank spaces on the Proposal Quote Form, qualifying notes or exceptions, counter offers, lack of required submittals, or signatures, on County's Form may result in the Bidder/Bid being declared non-responsive by the County.


*Four quart Sharps container is a McKesson
Item # 586905 (See Attachment)*

ANTI-COLLUSION STATEMENT

THE BELOW SIGNED BIDDER HAS NOT DIVULGED TO, DISCUSSED OR COMPARED HIS BID WITH OTHER BIDDERS AND HAS NOT COLLUDED WITH ANY OTHER BIDDER OR PARTIES TO A BID WHATSOEVER. NOTE: NO PREMIUMS, REBATES OR GRATUITIES TO ANY EMPLOYEE OR AGENT ARE PERMITTED EITHER WITH, PRIOR TO, OR AFTER ANY DELIVERY OF MATERIALS. ANY SUCH VIOLATION WILL RESULT IN THE CANCELLATION AND/OR RETURN OF MATERIALS (AS APPLICABLE).

FIRM NAME: Anytime Biohazard, LLC

BY (Printed): Matthew P. Gleason

BY (Signature): 

TITLE: Owner

FEDERAL ID # OR S.S.# 472-04-1104

ADDRESS: 9631 Casa Mar Circle
Fort Myers, Florida 33919

PHONE NO.: 239-297-0622

FAX NO.: 239-267-3199

CELLULAR PHONE/PAGER NO.: 239-297-4460

DUNS#: 003759921

LEE COUNTY LOCAL BUSINESS TAX ACCOUNT NUMBER:
0806226

E-MAIL ADDRESS: Anytimebiohazard@yahoo.com

DISADVANTAGED BUSINESS ENTERPRISE (DBE): _____

**LEE COUNTY, FLORIDA
DETAILED SPECIFICATIONS
FOR
RESIDENTIAL USED SHARPS PROGRAM**

SCOPE

The purpose of this solicitation is to acquire a Florida Department of Health licensed transporter to collect from various Lee County locations, transport and dispose of sharps.

TERM OF AWARD

If awarded, the terms of this solicitation shall be in effect for three years. The County reserves the right to renew this bid (or any portion thereof) and to negotiate lower pricing as a condition for each renewal, for up to two additional one-year periods, upon mutual agreement of both parties and, except as to lower pricing, under the same terms and conditions.

BASIS OF AWARD

The basis of award for this bid will be the overall low bidder whose Annual Cost Schedule meets all specifications and is in the best interest of Lee County. Lee County reserves the right to select whichever cost schedule is in the counties best interest.

NOTE: Lee County reserves the right to reject unbalanced bids (a bid where a normally low cost item is priced well out of the normal range).
Lee County reserves the right to not award all items on the proposal quote form.

PRICING INFORMATION

Prices on the quote/proposal price form shall be provided per 4 quart sharps container and per transportation carton, including the cost of transportation and other services as listed below.

The pricing per sharps container shall include any transportation cost (i.e. vendor drop-off, UPS delivery, etc., as applicable) for provision to each site.

The pricing per transportation carton shall include any transportation cost for provision to and monthly collection from designated sites, proper biomedical waste disposal, training and all things requisite to a complete project.

The awarded vendor shall bill the Lee County Solid Waste Management Department on a monthly basis, after service. The monthly invoice shall include a breakdown of charges for the containers and the transportation cartons. Copies of all invoices and backup information shall also be sent to the Lee County Public Health Department.

QUALIFICATIONS:

The firm represented on the quote/proposal form by name and signature must have experience providing transportation and disposal of biomedical sharps in accordance with the State of Florida Administrative Code on Biomedical Waste, Chapter 64E-16 (http://www.myfloridaeh.com/community/biomedical/pdfs/64E16_1.pdf) and all corresponding State

regulations including, but not limited to, the storage and containment, labeling, treatment, transport, permits and enforcement as herein specified for their quote to be considered responsible.

To be deemed responsive firm must submit at least three (3) references where transportation and disposal of biomedical sharps have been provided within the past three (3) years on the reference form provided. Firms may submit up to five (5) references for consideration. Reference forms may be duplicated as needed to provide the required number of references. Failure to provide references that verify required experience will cause the firms to be deemed non-responsible.

The selected Vendor must provide copies of appropriate permits to transport and dispose of biomedical waste as per 64E-16.011 of the Florida Administrative Code (F.A.C.) within 10 business days after posting of a Notice of Recommended Award. Failure to provide proof of the required permits, licenses, and certifications listed below in the time frame specified will deem offeror non-responsible.

- a. Department of Health or Department of Environmental Protection Biomedical Waste Facility permit (64E-16.011 F.A.C.) or exemption from permitting.
- b. Department of Health Biomedical Waste Generator Permit (64E-16.011 F.A.C.)
- c. Department of Health Biomedical Waste Storage Facility Permit (64E-16.011 F.A.C.)
- d. Department of Health Biomedical Waste Treatment Facility Permit (64E-16.011 F.A.C.)
- e. Department of Health Biomedical Waste Transporter Registration (64E-16.009 F.A.C.)

Prior to award the selected Vendor is required to supply Lee County Government with a list of any Alternate Biomedical Waste Transporters that the Vendor will utilize through the duration of the bid. This information must include Company Legal Name, Address, Phone Number and email, point of contact and all licenses or permits listed in above section.

MAJOR BREAKDOWNS/NATURAL DISASTERS

Lee County requires that the awarded vendor provide the name of a contact person and phone number which will afford Lee County access twenty-four hours per day, 365 days per year, of this product or service in the event of major breakdowns or natural disasters.

Lee County reserves the right to purchase the product or service listed in this quotation elsewhere in an emergency situation.

DESIGNATED CONTACT

The awarded vendor shall appoint a person or persons to act as a primary contact for all County departments. This person or back-up shall be readily available during normal work hours by phone or in person, and shall be knowledgeable of the terms and procedures involved.

VENDOR REQUIREMENTS

The awarded vendor shall be appropriately licensed, shall obtain all necessary permits, and shall pay all required fees to any governmental agency having jurisdiction over the work. Inspections required by local ordinances during the course of the work shall be arranged by the vendor, as required. Satisfactory evidence to show that all work has been finalized in accordance with the ordinances and code requirements, shall be furnished to Lee County upon completion.

The awarded vendor shall be capable of furnishing, upon request, all state and local licenses required for the specified work to be performed.

PRICE ESCALATION/DE-ESCALATION

Offers are submitted with the understanding that no price increases will be authorized for 365 calendar days after the effective date of the contract. Upward price adjustments may be permitted only at the end of this period and only where verified to the satisfaction of the Division of Procurement as provided herein. **However, "across the board" price decreases are subject to implementation at any time and shall be immediately conveyed to the County.**

The awarded vendor(s) shall not give less than 30 days advance written notice of a price increase to the Division of Procurement. Any approved price change will be effective only at the beginning of the calendar month following the end of the full 30-day notification period. The vendor shall document the amount and proposed effective date of the change in price. The price change must affect all accounts serviced by the vendor. Documentation shall be supplied with vendor's request for increase which will: (1) verify that the requested price increase is general in scope and not applicable just to the County; and (2) verify the amount or percentage of increase which is being passed on to the vendor by others not under the control of the vendor. Failure by the vendor to supply the aforementioned verification with the request for price increase will result in delay of the effective date of such increase. The Division of Procurement may make such verification as deemed adequate. However, an increase, which the Division of Procurement determines is excessive, regardless of any documentation supplied by the vendor, may be cause for cancellation of the contract by the Division of Procurement. The Division of Procurement will notify using agencies and vendor in writing of the effective date of any increase, which is approved. However, the Vendor shall fill all purchase orders received prior to the effective date of the price adjustment at the old contract prices. The Vendor is further advised that price decreases that affect the cost of materials, labor, and transportation are required to be passed on to the County immediately. Failure to do so will result in action to recoup such amounts.

FUEL SURCHARGES

Requests for fuel surcharges will be reviewed by the County on a case-by-case basis at any time over the term of the contract. Acceptance of such surcharges will be at the County's sole discretion. No fuel surcharges requests will be considered or granted for the first three months after the initial award of the quote. Such surcharges, if granted, will be considered temporary. At the time of request, the vendor shall indicate the period of time the surcharges will be necessary. At the expiration of that time the surcharge will be reviewed again and may be reviewed or extended. The County reserves the right at its sole discretion to tie surcharges to a nationally known index of its choosing (i.e., the U.S. Department of Energy); or to negotiate a percentage or flat fee directly with the awarded vendor.

SUB-CONTRACTORS

The use of sub-contractors under this quote is not allowed without prior written authorization from the County representative.

AGREEMENTS/CONTRACTS

The awarded vendor will be required to execute an Agreement/Contract as a condition of award. A sample of this document may be viewed on-line at <http://www.lee-county.com/gov/dept/ProcurementManagement/contracts/Pages/Forms.aspx> .

AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

The attached document, Affidavit Certification Immigration Laws, is required and should be submitted with your solicitation package. It must be signed and notarized. Failure to include this affidavit with your response will delay the consideration and review of your submission; and could result in your response being disqualified.

INSURANCE

Insurance shall be provided, per the attached insurance guide, prior to issuance of notice to proceed.

SCOPE OF SERVICES

COLLECTION SITES/CONTAINER DISTRIBUTION SITES

An estimated 56 collection sites will be serviced under this bid. A list of locations will be provided to the awarded vendor at the time of award. Participating sites are most often Health Departments and fire stations. The awarded vendor shall deliver sharps containers and transportation cartons, and pick-up cartons holding liners and containers at all sites on the list provided. If more sites are added at a future date, the cost shall be at the same rates given on the proposal price form. In addition, there shall be a routine pick-up of a carton at the Materials Recovery Facility (Recycling Center), as a way to keep needles and other biomedical waste out of the recycling waste stream.

Additional sites that are approved to distribute new sharps containers may be added. A list will be provided to the awarded vendor by the Lee County Health Department. The awarded vendor shall be responsible for providing an adequate supply of containers to each site, via vendor drop-off, U.S. Post Office delivery, UPS delivery, etc. (No pick-up of transportation cartons will be required at these locations).

WASTE COLLECTION

At least once monthly, the transporter shall pick-up from all collection sites, all filled and partially filled transportation cartons holding residential used sharps waste. If it is determined that some sites require pick-up more frequently than once per month, the transporter shall agree to provide additional collections at the same unit costs, as listed on the quote/proposal price form. If additional collections are requested they shall be completed in a timely manner.

When materials are picked up at the collection sites, the awarded vendor shall be responsible for the transportation cartons, including insuring that they are properly sealed, labeled and packaged, in accordance with all applicable regulations, standards and laws.

WASTE TRACKING METHOD/DISPOSAL

Upon pick-up at each collection site, the transporter shall provide each site with a written manifest documenting the collection of the used sharps transportation cartons.

The vendor shall treat and dispose of the used sharps and shall provide proof of destruction (such as, certificate of destruction) to Lee County, when disposal of the used sharps transportations cartons is complete.

The Florida Department of Health licensed transporter/vendor must meet any and all applicable state record keeping requirements and rules governing disposal of biomedical waste, including but not limited to 64E-16 Florida Administrative Code and Florida Statute 381.

The awarded vendor shall notify the Health Department if any other waste other than sharps is present in containers.

SHARPS CONTAINERS/CARTONS

The awarded vendor shall provide four quart sharps containers (such as, Devon Industries' Sharps-A-Gator #4801, or Sherwood's Monoject), transportation cartons, and liners as a requirement of this bid.

The four quart sharps containers, transportation cartons and liners offered by the vendors must meet state requirements, as listed in the Florida Administrative Code, Chapter 64E-16 as applicable.

Specify sharps container, transportation carton and liner information on the quote/proposal price form. If your firm is proposing a sharps container other than those listed above, vendors should submit specification sheets for the container they are proposing. Any samples requested shall be provided at no cost to Lee County. Vendors should also submit documentation that the containers, cartons and liners (as applicable) meet the state requirements as listed above.

Lee County will give consideration to containers that offer the general public a higher level of protection and safety at a competitive price. Lee County will be the final judge to whether or not a substitute product will be acceptable.

INVENTORY OF SUPPLIES

The transporter shall provide each site with an adequate inventory of approved four quart sharps containers, transportation cartons and liners as applicable.

The supplies shall be provided to each site monthly or as required. The supplies may be distributed during pick-ups by vendor drop-off by U.S. Post Office delivery, by UPS delivery, etc.

TRAINING OF PERSONNEL

The transporter shall provide to all collection sites upon request an in-service training session on biomedical waste, handling of transportation cartons and containers and a overview of the program.

Standard 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:

\$500,000 per occurrence
 \$1,000,000 general aggregate
 \$500,000 products and completed operations
 \$500,000 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:

\$500,000 combined single limit (CSL)
 \$300,000 bodily injury per person
 \$500,000 bodily injury per accident
 \$300,000 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:

\$100,000 per accident
 \$100,000 disease limit
 \$500,000 disease – policy limit

*The required minimum limit of liability shown in a; b; c; 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."

Verification of Coverage:

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

a. The certificate holder shall read as follows:

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

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

Special Requirements:

1. An appropriate “Indemnification” clause shall be made a provision of the contract.
2. It is the responsibility of the general contractor to insure that all subcontractors comply with all insurance requirements.

AFFIDAVIT CERTIFICATION
IMMIGRATION LAWS

SOLICITATION NO.: IFB140028 PROJECT NAME: Residential Used Sharps Depository Program

LEE COUNTY WILL NOT INTENTIONALLY AWARD COUNTY CONTRACTS TO ANY CONTRACTOR WHO KNOWINGLY EMPLOYS UNAUTHORIZED ALIEN WORKERS, CONSTITUTING A VIOLATION OF THE EMPLOYMENT PROVISIONS CONTAINED IN 8 U.S.C. SECTION 1324 a(e) {SECTION 274A(e) OF THE IMMIGRATION AND NATIONALITY ACT ("INA").

LEE COUNTY MAY CONSIDER THE EMPLOYMENT BY ANY CONTRACTOR OF UNAUTHORIZED ALIENS A VIOLATION OF SECTION 274A(e) OF THE INA. **SUCH VIOLATION BY THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN SECTION 274A(e) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY LEE COUNTY.**

BIDDER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

Company Name: Anytime Biohazard, LLC
Matthew Gleason Signature Title owner Date 8 November 2013

STATE OF Florida
COUNTY OF Lee

The foregoing instrument was signed and acknowledged before me this 8th day of November 2013, by Matthew Gleason who has produced (Print or Type Name) known as identification. (Type of Identification and Number)

Joanne Munson
Notary Public Signature

Joanne Munson
Printed Name of Notary Public



JOANNE MUNSON
MY COMMISSION # EE 839744
EXPIRES: January 3, 2017
Bonded Thru Budget Notary Services

Notary Commission Number/Expiration

The signee of this Affidavit guarantee, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made. **LEE COUNTY RESERVES THE RIGHT TO REQUEST SUPPORTING DOCUMENTATION, AS EVIDENCE OF SERVICES PROVIDED, AT ANY TIME.**

LEE COUNTY PROCUREMENT MANAGEMENT - BIDDERS CHECK LIST

IMPORTANT: Please check off each of the following items as the necessary action is completed:

- my 1. The Solicitation has been signed and with corporate seal (if applicable).
- my 2. The Solicitation prices offered have been reviewed (if applicable).
- my 3. The price extensions and totals have been checked (if applicable).
- my 4. Substantial and final completion days inserted (if applicable).
- my 5. The original (must be manually signed) and 1 hard copy original and others as specified of the Solicitation has been submitted.
- my 6. Two (2) identical sets of descriptive literature, brochures and/or data (if required) have been submitted under separate cover.
- my 7. All modifications have been acknowledged in the space provided.
- my 8. All addendums issued, if any, have been acknowledged in the space provided.
- N/A my 9. Licenses (if applicable) have been inserted.
- my 10. Erasures or other changes made to the Solicitation document have been initialed by the person signing the Solicitation.
- my 11. Contractor's Qualification Questionnaire and Lee County Contractor History (if applicable).
- N/A 12. DBE Participation form completed and/or signed or good faith documentation.
- N/A 13. Bid Bond and/or certified Check, (if required) have been submitted with the Solicitation in amounts indicated.
- N/A 14. Any Delivery information required is included.
- my 15. Affidavit Certification Immigration Signed and Notarized
- N/A 16. Local Bidder Preference Affidavit (if applicable)
- _____ 17. The mailing envelope has been addressed to:

MAILING ADDRESS	PHYSICAL ADDRESS
Lee County Procurement Mgmt.	Lee County Procurement Mgmt.
P.O. Box 398 or	1825 Hendry St 3 rd Floor
Ft. Myers, FL 33902-0398	Ft. Myers, FL 33901
- my 18. The mailing envelope **MUST** be sealed and marked with:
Solicitation Number
Opening Date and/or Receiving Date
- my 19. The Solicitation will be mailed or delivered in time to be received no later than the specified opening date and time. (Otherwise Solicitation cannot be considered or accepted.)

****This form is not required to be returned with your solicitation, but used as a tool when responding to the solicitation.**



Transportation Box

Our transportation boxes are 32-gallons in size. They are purchased from Eagle Packaging in Naples and are manufactured in Florida. They are single wall corrugated RSC, C-Kraft, 200 pound strength boxes. The boxes meet UN3291, DOT, and FDOH requirements. They are stamped on two sides in black ink. (see attached diagram)

Red Bags

Our red bags are manufactured by Medical Action Industries Inc. The bags meet all requirements by the FDOH. They are tear resistant for 480 grams and in ASTM D1922-01 standard testing. They are dart tested D1709-01 and meet minimum impact test of 165 grams. (see red bag letter attached)

Locking Storage Bin

Our outdoor locking container for purchase or rental are 64-gallon Toter containers. (see attached specifications)

Four Quart Sharps Container Substitution

Our four quart sharps containers are a substitution from the bid specific brand names. Our container is the same as the container currently being used by the Lee County Residential Sharps Program. It meets all requirements of the Florida Department of Health and the Florida Department of Transportation. (see attached specifications)

Reference Page

Insurance Policy

Drug Free Work Policy

Warranty

*All materials and/or services furnished under this bid are warranted by Anytime Biohazard, LLC to be free from defects and fit for the intended use. Any defects will be replaced by Anytime Biohazard, LLC at no cost to the "customer" Lee County Finance Department.

Matthew Gleason
Owner

A handwritten signature in blue ink, followed by the date "11/8/13".

Transportation Box

Our transportation boxes are 32-gallons in size. They are purchased from Eagle Packaging in Naples and are manufactured in Florida. They are single wall corrugated RSC, C-Kraft, 200 pound strength boxes. The boxes meet UN3291, DOT, and FDOH requirements. They are stamped on two sides in black ink.

$9 \frac{1}{16}$

ANYTIME BIOHAZARD
230.207.0022
Registration #1415
REGULATED MEDICAL WASTE, N.O.S.



UN3291

$24 \frac{3}{8}$

$9 \frac{1}{16}$

$42 \frac{1}{2}$

ANYTIME BIOHAZARD
230.207.0022
Registration #1076
REGULATED MEDICAL WASTE, N.O.S.



UN3291

BMC 18 X18 X 24

$1 \frac{3}{8}$

~~$18 \frac{1}{8}$~~

$17 \frac{1}{2}$

~~$18 \frac{3}{16}$~~

$17 \frac{1}{2}$

74

~~$18 \frac{3}{16}$~~

$17 \frac{1}{2}$

~~$18 \frac{1}{8}$~~

$17 \frac{1}{2}$



Medical Action
INDUSTRIES INC.

10 Columbia Blvd, Clarksburg, WV 26301
Phone: 304.622.9369
Fax: 304.622.9378
www.medical-action.com

Memo

To: Medical Action Industries Inc. **From:** Robin K Blankenbaker
Customers

Re: "F" Code Compliance **Date:** 2/27/2008

Medical Action Industries "F" code red infectious waste bags are manufactured to meet the requirements of Chapter 64E-16 Florida Administrative Code Biomedical Waste with the following characteristics:

1. Elmendorf Tear Resistance Test as outlined in ASTM designation D1922-01; "Standard Test Method for Propagation Tear Resistance of Plastic Film by Pendulum Method." Tear resistance of 480 grams in both the parallel and perpendicular planes with respect to bag length.
2. Free-falling Dart Drop Test ASTM designation D1709-01; "Impact Resistance of Plastic Film by the Free Falling Dart Method, Method A." Bags must meet a minimum impact test of 165 grams.
3. No heavy metals are used in the manufacture of these bags.
4. All bags are tested throughout each production lot to specific quality requirements.
5. The International Biological Hazard Symbol shall be at least six inches in diameter on bags 14" X 19" or larger and at least one inch diameter on bags smaller than 14" X 19".
6. Red in color.

Sincerely,

Robin K Blankenbaker
Director of Quality Assurance and Regulatory Affairs
robinb@medical-action.com
828-681-8820 ext. 258



•

The durable Toter 64-gal. two wheel trash can is useful for households and businesses, for curbside waste, recycling and yard waste. It can hold up to 64 gal. and features an attached lid that can be flipped back without the cart falling over. It also features a patented rugged rim which adds rigidity in critical wear areas such as in the rim, for extended cart life.

- Manufactured with polyethylene using up to 50% recycled content
- 64 gal. capacity perfect for indoor or outdoor use
- Wheels allow for easy transport of contents over uneven ground
- Attached lid allows contents to remain inside
- Compatible with semi-automated and automated lift systems
- MFG Model # : 025564-01GRS
- MFG Part # : 025564-01GRS



McKesson 4-Quart Sharps Container Item #586905

- Dimensions: 5Hx 10W x7
- Color: Red
- Capacity: One Gallon
- Puncture resistant polypropylene containers
- Autoclave/Incinerator Ready when burned properly, containers emit only carbon dioxide and water.
- Horizontal drops allow full utilization of capacity to fill line.
- Stackable-Economical shipping and storage.
- Translucent Lid-Quick visual identification of fill level.
- Locking Lid-Ensures safe transport
- Disposable
- Latex free

References for Anytime Biohazard, LLC

Dr. Mitchell Rosner (239)498-2000
Senior Director of Analytical Chemistry
Algenol Biofuels(3 years)
16121 Lee Road
Fort Myers, Florida 33912

Tiffany Bass (888)459-8559
Bariatric Program Coordinator (Owner)
G.C. Bariatrics (3 years)
4519 Tilton Court
Fort Myers, Florida 33907

Shannon Bennett (239)334-2242
Owner
Shannon L. Bennett D.M.D. Dentistry (3 years)
8900 Gladiolus Drive
Fort Myers, Florida 33919

Jennifer Shaffer (239)-777-6628
Executive Secretary Superintendents Office
The School District of Lee County (35 months)
2855 Colonial Blvd.
Fort Myers, Florida 33966

Patricia Wheaton (239)-277-5020
Operations Manager
Lee County District 21 Medical Examiner (27 months)
70 South Danley Drive
Fort Myers, Florida 33907



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/06/13

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Gryphon Group, inc Dba Great Florida 9170 Bonita Beach Rd # 103 Bonita Springs, FL 34135 Phone (239)948-4474 Fax (239)948-4767	CONTACT NAME: Linda Blackmon PHONE (A/C, No, Ext): (239)433-2800 FAX (A/C, No): (239)433-7781 E-MAIL ADDRESS: gryphongroup@juno.com														
INSURED Anytime Biohazard, LLC Fort Myers, FL	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A: United Specialty Insurance Comp</td> <td></td> </tr> <tr> <td>INSURER B: Arch Insurance</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: United Specialty Insurance Comp		INSURER B: Arch Insurance		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	y		USA4027635	10/29/2013	10/29/2014	EACH OCCURRENCE \$ 1,000,000.00 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000.00 MED EXP (Any one person) \$ 5,000.00 PERSONAL & ADV INJURY \$ 1,000,000.00 GENERAL AGGREGATE \$ 2,000,000.00 PRODUCTS - COMP/OP AGG \$ 1,000,000.00 \$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/>	y		FBCAT0176402	06/23/2013	06/23/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000.00 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Biohazard Cleaning Service and Hazardous Waste Hauling

CERTIFICATE HOLDER Lee County BOCC A Division of Procurement Mgt 1825 Hendry Street, 3rd Floor Ft Myers, FL 33901	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE LINDA L. BLACKMON
--	---



9631 Casa Mar Circle
Fort Myers, Florida 33919
239-297-0622
Anytimebiohazard@yahoo.com

Drug Free Workplace Policy

It is the goal of Anytime Biohazard to provide a healthy, safe, and efficient working environment in accordance with Florida Drug Free Workplace Act, Section 440.101 and section 44.102, The rules of the state of Florida Administrative Code, Drug Free Workplace Standards and the Florida Department of Labor and Employment Security pursuant to the Rules of Workers Compensation Drug Testing 38F-9.

It is the policy of this office that it is a condition of employment by the office to refrain from substance abuse on or off the job. This prohibition includes:

The possession, distribution, manufacture, use or sale of illegal drugs, abuse of alcohol, abuse of prescription drugs over the counter drugs.

Reporting to work or on company premises, or operating company owned vehicles while under the influence of legal drugs, illegal drugs, prescribed medications or any other controlled substances.

Drug and alcohol testing may be performed at the discretion of the Employer. The Employer reserves the right to test any Employees at the Employers discretion.

Below is a list of reasonable suspicions that will lead to drug and alcohol testing.

1. The employee is observed using illegal drugs or observed inappropriately using prescription medications.
2. The employee exhibits abnormal conduct or erratic behavior while at work.
3. The employee demonstrates significant deterioration in his/her work performance.
4. The employee has been reported using drugs by a reliable and credible source.
5. The employee causes, contributes or is involved with an accident while at work. Employees guilty of the above mentioned descriptions are subject to disciplinary actions including termination.
6. The employee has shown that evidence that he/she have used, possessed, sold, solicited, or transferred drugs while working for the employer.

Employees guilty of the above mentioned descriptions are subject to disciplinary actions including termination.



9631 Casa Mar Circle
Fort Myers, Florida 33919
239-297-0622

Anytimebiohazard@yahoo.com

I _____, understand that Anytime Biohazard LLC has a drug free workplace policy in effect. Which includes drug screening test and/or blood alcohol test.

I do hereby _____ give my consent; or _____ refuse to consent to Anytime Biohazard LLC to collect urine and/or blood sample from me and further give my consent to forward urine or blood samples to a laboratory for the performance of appropriate tests thereon to identify the presence of drugs. I further give my permission to release the results of such tests to Anytime Biohazard LLC for review. I understand that refusal to submit a urinalysis drug screen or blood alcohol test to Anytime Biohazard LLC will disqualify me from employment and forfeit any compensation for medical or financial benefits.

I have read and fully understand all of the terms and conditions of the Drug Free Workplace Policy and consent form, and agree in full with them.

Signature: _____ Date _____

Witness: _____ Date _____

References for Anytime Biohazard, LLC

Dr. Mitchell Rosner (239)498-2000
Senior Director of Analytical Chemistry
Algenol Biofuels(3 years)
16121 Lee Road
Fort Myers, Florida 33912

Tiffany Bass (888)459-8559
Bariatric Program Coordinator (Owner)
G.C. Bariatrics (3 years)
4519 Tilton Court
Fort Myers, Florida 33907

Shannon Bennett (239)334-2242
Owner
Shannon L. Bennett D.M.D. Dentistry (3 years)
8900 Gladiolus Drive
Fort Myers, Florida 33919

Jennifer Shaffer (239)-777-6628
Executive Secretary Superintendents Office
The School District of Lee County (35 months)
2855 Colonial Blvd.
Fort Myers, Florida 33966

Patricia Wheaton (239)-277-5020
Operations Manager
Lee County District 21 Medical Examiner (27 months)
70 South Danley Drive
Fort Myers, Florida 33907

Lee County Procurement Mgmt.
P.O.Box 398
Fort Myers, Florida 33902

Anytime BOWAZARD LLC

IFB 140028



10/10/09 8:11 3:11