

AMENDMENT TO CONTRACT
CITY OF LINCOLN
NEBRASKA MEDS DISPOSAL PROJECT
QUOTE NO. 4700
EXTENSION

This Amendment is hereby entered into by and between Sharps Compliance, Inc., 9220 Kirby Drive #500, Houston, TX 77054 (hereinafter "Contractor") and City of Lincoln (hereinafter "City"), for the purpose of amending the Contract dated January 17, 2014, under D.O. No. 10538, (the "Contract"), for Nebraska MEDS Disposal Project, Quote No. 4700, which is made a part hereof by this reference.

WHEREAS, the original term of the Contract is January 1, 2014 through December 31, 2014; and

WHEREAS, the parties wish to extend the Contract for six months beginning December 31, 2014 through June 30, 2015; and

WHEREAS, the estimated expenditures for the term of this extension shall not exceed \$6,000.00 without prior approval by the City of Lincoln.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in the Contract, under D.O. No. 10538, all amendments thereto, and as stated herein, the parties agree as follows:

- 1) The Contract shall be extended for six months beginning December 31, 2014 through June 30, 2015; and
- 2) The estimated expenditures for the term of this extension shall not exceed \$6,000.00 without prior approval by the City of Lincoln.
- 3) All other terms of the Contract, not in conflict with this Amendment, shall remain in full force and effect.

The Parties do hereby agree to all the terms and conditions of this Amendment. This Amendment shall be binding upon the parties, their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Parties do hereby execute this Amendment.

Official City Use Only

Dated this 11th day
of December 2014

Judith Abbott
Health Director

Supplier, please fill in the date and following information and mail back to our office; a faxed copy is not acceptable.

Company Name: (Please Print)	Sharps Compliance, Inc.
By: (Please Sign)	<i>Diana P. Diaz</i>
By: (Please Print)	Diana P. Diaz
Title: (Please Print)	VP: CFO
Company Address: (Please Print)	9226 Kirby DR. #500
Company Phone & Fax: (Please Print)	HOUSTON, TX 77054 (713) 432-0300 (ph) (713) 838-0508 (FX)
E-Mail Address: (Please Print)	ddiaz@sharpsinc.com
Date: (Please Print)	12/2/14
Contact Person For: "Orders or Service" (Please Print)	Crystal Foster Customer Support Supervisor
Phone Number:	713-353-1278 or 800-772-5657

CONTRACT DOCUMENTS

**CITY OF LINCOLN
NEBRASKA**

**NEBRASKA MEDS DISPOSAL PROJECT
QUOTE NO 4700**

**Sharps Compliance, Inc.
9220 Kirby Drive #500
Houston, TX 77054
800.772.5657 x 140**

**CITY OF LINCOLN
CONTRACT AGREEMENT**

THIS CONTRACT, made and entered into this _____ day of _____ 2014, by and between **Sharps Compliance, Inc., 9220 Kirby Drive # 500, Houston, TX 77054**, hereinafter called "Contractor", and the City of Lincoln, Nebraska, a municipal corporation, hereinafter called "City".

WHEREAS, the City has caused to be prepared, in accordance with law, Specifications, Plans, and other Contract Documents for the Work herein described, and has approved and adopted said documents and has caused to be published an advertisement for and in connection with said Work, to-wit:

For providing **Nebraska MEDS Disposal Project, Quote No. 4700** and,

WHEREAS, the Contractor, in response to such advertisement, has submitted to the City, in the manner and at the time specified, a sealed Proposal/Supplier Response in accordance with the terms of said advertisement; and,

WHEREAS, the City, in the manner prescribed by law has publicly opened, read aloud, examined, and canvassed the Proposals/Supplier Responses submitted in response to such advertisement, and as a result of such canvass has determined and declared the Contractor to be the lowest responsible bidder for the said Work for the sum or sums named in the Contractor's Proposal/Supplier Responses, a copy thereof being attached to and made a part of this Contract;

NOW, THEREFORE, in consideration of the sums to be paid to the Contractor and the mutual covenants herein contained, the Contractor and the City has agreed and hereby agree as follows:

1. The Contractor agrees to (a) furnish all tools, equipment, supplies, superintendence, transportation, and other accessories, services, and facilities; (b) furnish all materials, supplies, and equipment specified to be incorporated into and form a permanent part of the complete work; (c) provide and perform all necessary labor in a substantial and workmanlike manner and in accordance with the provisions of the Contract Documents; and (d) execute and complete all Work included in and covered by the City's award of this Contract to the Contractor, such award being based on the acceptance by the City of the Contractor's Proposal, or part thereof, as follows:

Agreement to full proposal.

2. The City agrees to pay to the Contractor for the performance of the Work embraced in this Contract, the Contractor agrees to accept as full compensation therefore, the following sums and prices for all Work covered by and included in the Contract award and designated above, payment thereof to be made in the manner provided by the City:

The City will pay for products/service, according to the Line Item pricing as listed in Contractors Proposal/Supplier Response, a copy thereof being attached to and made a part of this Contract. The City shall order on an as needed basis for the duration of the contract. The total cost of products or services for City departments shall not exceed \$24,500.00 during the contract term without approval.

3. Equal Employment Opportunity. In connection with the carrying out of this project, the contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age or marital status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, ancestry, disability, age or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.

4. E-Verify. In accordance with Neb. Rev. Stat. 4-108 through 4-114, the contractor agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the state of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324 a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. The Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C.A 1324b. The contractor shall require any subcontractor to comply with the provisions of this section.
5. Termination. This Contract may be terminated by the following:
 - 5.1) Termination for Convenience. Either party may terminate this Contract upon thirty (30) days written notice to the other party for any reason without penalty.
 - 5.2) Termination for Cause. The City may terminate the Contract for cause if the Contractor:
 - 5.2.1) Refuses or fails to supply the proper labor, materials and equipment necessary to provide services and/or commodities.
 - 5.2.2) Disregards Federal, State or local laws, ordinances, regulations, resolutions or orders.
 - 5.2.3) Otherwise commits a substantial breach or default of any provision of the Contract Document. In the event of a substantial breach or default the City will provide the Contractor written notice of said breach or default and allow the Contractor ten (10) days from the date of the written notice to cure such breach or default. If said breach or default is not cured within ten (10) days from the date of notice, then the contract shall terminate.
6. Independent Contractor. It is the express intent of the parties that this contract shall not create an employer-employee relationship. Employees of the Contractor shall not be deemed to be employees of the City and employees of the City shall not be deemed to be employees of the Contractor. The Contractor and the City shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the City's employees shall be entitled to any salary, wages, or benefits from the other party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Contractor shall also be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees' compensation.
7. Contract Term. This Contract shall be effective upon execution by both parties. The term of the Contract shall be a one (1) year term beginning January 1, 2014 through December 31, 2014.
8. The Contract Documents comprise the Contract, and consist of the following:
 1. Contract Agreement
 2. Accepted Proposal/Supplier Response
 3. Supplier X-Tra Attachments
 4. Specifications
 5. Special Provisions
 6. Instructions to Bidders
 7. Sales Tax Exemption Form 13

These Contract Agreements, together with the other Contract Documents herein above mentioned, form this Contract, and they are as fully a part of the Contract as if hereto attached or herein repeated.

The Contractor and the City hereby agree that all the terms and conditions of this Contract shall be binding upon themselves, and their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Contractor and the City do hereby execute this contract.

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

Teresa J. Meier
City Clerk



CITY OF LINCOLN, NEBRASKA

Judith A. Harsted
Health Director

Approved by Directorial Order 10538

dated 1-17-14

EXECUTION BY CONTRACTOR

IF A CORPORATION:

ATTEST:

Doreen R. [Signature] (SEAL)
Secretary

Shaups Compliance, Inc.
Name of Corporation

Stc 500
9220 Kirby Drive, Houston Tx 77054
(Address)

By: [Signature]
Duly Authorized Official

VP & CFO
Legal Title of Official

IF OTHER TYPE OF ORGANIZATION:

Name of Organization

Type of Organization

(Address)

By: _____
Member

By: _____
Member

IF AN INDIVIDUAL:

Name

Address

Signature

City of Lincoln/Lancaster County (Lincoln Purchasing) Supplier Response

Bid Information		Contact Information		Ship to Information	
Bid Creator	Sharon R. Mulder Asst Purchasing Agent	Address	Purchasing 440 S. 8th St. Lincoln, NE 68508	Address	Lincoln-Lancaster County Health Department 3140 N Street Lincoln, NE 68510
Email	smulder@lincoln.ne.gov	Contact	Sharon R. Mulder Asst Purchasing Agent	Contact	
Phone	(402) 441-7428	Department		Department	
Fax	(402) 441-6513	Building	Suite 200	Building	
Bid Number	4700	Floor/Room		Floor/Room	
Title	Nebraska MEDS Disposal Project	Telephone	(402) 441-7428	Telephone	(402) 441-3890
Bid Type	Quote	Fax	(402) 441-6513	Fax	
Issue Date	12/20/2013	Email	smulder@lincoln.ne.gov	Email	
Close Date	12/27/2013 3:00:00 PM CT				
Need by Date					

Supplier Information

Company Sharps Compliance, Inc.
 Address 9220 Kirby drive #500

 Houston, TX 77054
 Contact Erika Hernandez
 Department Customer Service
 Building
 Floor/Room
 Telephone 800 (772) 5657 140
 Fax 800 (772) 5657 140
 Email ehernandez@sharpsinc.com
 Submitted 12/24/2013 9:51:07 AM CT
 Total \$0.00

Signature _____

Supplier Notes _____

Bid Notes _____

Bid Activities _____

Bid Messages _____

Please review the following and respond where necessary

#	Name	Note	Response
1	Instructions to Bidders	I acknowledge reading and understanding the Instructions to Bidders.	Yes
2	Sample Contract	I acknowledge reading and understanding the sample contract.	Yes
3	Specifications	I acknowledge reading and understanding the specifications.	Yes
4	References	List three references to include a contact person, address, telephone number and a listing of the type of work completed for them per specifications.	Y
5	Quote	I acknowledge that I have attached our quotation in the Vendor Response Attachment Section of the E-Bid. Yes or No.	Yes
6	Contact	Name of person submitting this bid:	Diana Diaz
7	Renewal is an Option	Contract Extension Renewal is an option.	Yes
8	Special Provision Term Contract Provisions	I acknowledge reading and understanding the Special Provision Term Contract Provisions.	Yes
9	Electronic Signature	Please check here for your electronic signature.	Yes

Line Items

#	Qty	UOM	Description	Response
1	1	EA	This is to notify you that Quote 4700 for Nebraska MEDS Disposal Project - Protecting Nebraska's Water and People is available.	\$0.00

Item Notes:
Please put a zero in for the price.
Please attach quote, (which includes price) in the Vendors Response Attachment Section of the E-bid.

Supplier Notes:

Response Total: \$0.00



Response to Nebraska MEDS Disposal Project RFP – Bid #4700

Sharps Compliance, Inc. ("Sharps") is providing a detailed discussion and description of the methodology to be used by Sharps in accomplishing the requirements for the proven turn-key ready and comprehensive pharmaceutical waste disposal system that includes: collection, transportation and ultimate destruction of unwanted/expired NON-CONTROLLED medications. Our proposal is precise, accurate, and complies with all objectives.

Brandon Beaver
Senior Vice President of Sales
Sharps Compliance, Inc.
9220 Kirby Drive, Suite 500
Houston, Texas 77054
Main: (713) 432-0300; Direct: (713) 660-3553
Fax: (713) 660-3593; Mobile: (281) 702-1155
bbeaver@sharpsinc.com <http://www.sharpsinc.com>

This submission includes data that shall not be disclosed outside Lincoln-Lancaster County Health Department and shall not be duplicated, used or disclosed - in whole or in part - for any purpose other than to evaluate this proposal. This document contains commercial or financial information, or trade secrets, of Sharps Compliance, Inc. which are confidential. Public disclosure of any such information or trade secrets shall not be made without the prior written permission of Sharps Compliance, Inc. The data subject to this restriction are contained in sheets identified by this legend: Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

Sharps Compliance, Inc.'s Response to the Lincoln-Lancaster County Health Department
(LLCHD) Nebraska MEDS Disposal Project RFP – Bid #4700

Table of Contents

- I. Summary Description of Sharps Compliance, Inc.'s History and Philosophy
- II. Resumes
- III. Quote Contents
- IV. Pricing

I. Summary Description of Sharps Compliance, Inc.'s History and Philosophy

Sharps Compliance, Inc. ("Sharps") has successfully served the healthcare industry for the past 20 years and has partnered with the Lincoln-Lancaster County Health Department in the Pilot Program for the Nebraska MEDS Disposal Project as well as fully implemented programs of a similar nature, such as the program for the State of Iowa. Sharps is a leading full-service provider of solutions for the cost-effective management of medical waste, used health care materials and unused dispensed medications. Our comprehensive solutions for the management of unused dispensed medications feature the TakeAway Environmental Return System™ the RxTakeAway Recovery and Reporting System. The solutions provide a means for individual consumers, retail or mail-order pharmacies, communities and facilities including assisted living, long-term care and correction operations to facilitate the proper disposal or treatment of unused dispensed medications (other than controlled substances) and consist of customized containment, transportation, destruction or conversion and tracking services. Our proprietary tracking system, MedsTracerSM, is designed for tracking unused dispensed medications, the status of their treatment, and periodic reporting of volumes to better manage costs and support the broader sustainability goals of customers who use our programs.

II. Resumes

Brandon Beaver, Senior Vice President of Sales

Bbeaver@sharpsinc.com

Mr. Beaver oversees all aspects of field sales as well as inside sales operations for Sharps. His team is responsible for all national accounts, regional accounts and government sponsored pharmaceutical waste disposal programs. Mr. Beaver has been in the health care industry in varying sales and sales and marketing leadership roles for nearly 20 years. Prior to joining Sharps in 2010, he was the Executive Vice President of Sales for a regional third party administrator and managed care organization.

Erika Hernandez, Director of Client Services

ehernandez@sharpsinc.com

Ms. Hernandez has been with Sharps since 2007 and is the primary contact for customer service interaction. She has developed detailed scripts and protocols for call center activity related to our major customer account programs, including government sponsored pharmaceutical waste disposal programs.

Jan Harris, Director of Environmental Health & Safety

jharris@sharpsinc.com

Ms. Harris has been with Sharps since 1999. Her primary role is to provide regulatory and safety support to customers as it relates to individual state requirements and safe handling of sharps as well as pharmaceutical waste. She holds a masters of public health in occupational health and safety management. She has been a private consultant in waste segregation and patient support for six years and consulted on regulatory compliance in the medical waste industry since 1990. She supports patient safety, safety design of systems and patient instructions and provides support regarding regulations, guidelines, and use safety for the patient support team.

Sharps Compliance, Inc.'s Response to the Lincoln-Lancaster County Health Department
(LLCHD) Nebraska MEDS Disposal Project RFP – Bid #4700

Brandon Robertson, Director of Information Technology

brobertson@sharpsinc.com

Mr. Robertson has been with Sharps since 2009 and is the primary contact for any data exchange, data mining and reporting needs for Sharps' pharmaceutical manufacturer patient support programs. He has supported and implemented patient support programs for Sharps since 2011.

Dennis Halligan, Director of Marketing

dhalligan@sharpsinc.com

Mr. Halligan has been with Sharps since 2011 and is the primary contact for any marketing and design needs for Sharps' major customer account programs, including government sponsored pharmaceutical waste disposal programs.

III. Quote Contents (section references are to portions of the Specifications in the RFP or other documents as noted)

7.1 Describe and outline the Firm's approach to performing the work required by this project

Sharps will utilize several solutions in its TakeAway Environmental Return System™ line of solutions to properly collect and dispose of unwanted/expired NON-CONTROLLED medications from Lincoln and Lancaster County residents and ultimately from other residents of the State of Nebraska. The TakeAway Environmental Return System is a proven and comprehensive turn-key pharmaceutical waste disposal system used to collect, transport and properly dispose of unwanted/expired NON-CONTROLLED medications. The TakeAway Environmental Return System is currently used in the Nebraska MEDS Disposal Project Pilot Program. Similar to the initiation of the Pilot Program, Sharps expects the expansion of the program to locations throughout the State of Nebraska to be broken down into three parts (pre-launch, launch, post launch).

7.2 Outline of the Proposed Project Schedule

Pre-Launch

- Marketing materials will be designed by Sharps to include applicable logos, phone numbers, instructions and guidelines.
- Sharps will modify a "Master" account online for data documentation and tracking of the entire program. Number of systems, weights, reorders and locations will all be tracked using this system.
- Marketing materials, after design is completed, will be sent to Lincoln Lancaster to print or Sharps can arrange for materials to be printed for an additional fee.
- Printed materials will be combined into a launch kit which will be mailed to each location. This kit will contain specific details on the program and will further educate each location on the purpose, process and goals of this program.

Sharps Compliance, Inc.'s Response to the Lincoln-Lancaster County Health Department (LLCHD) Nebraska MEDS Disposal Project RFP – Bid #4700

- The Lincoln Lancaster landing web page, which was created for the Pilot Program, will be modified to reference revised materials and locations. Sharps can aid in the design and modification of the landing page.

Launch

- Initial program launch to each location will consist of the following:
 - Two TakeAway Environmental Return Systems on auto-reorder, which will ship a new system automatically on a set schedule according to needs of participating pharmacies and rules set forth by the Lincoln-Lancaster County Health Department.
 - One TakeAway Environmental Return System Envelope Counter Display with twenty-five envelopes.
 - One media kit that includes details on the program and ordering procedures.

Post Launch

- Ninety days after the launch date, an evaluation of the project will cover the following:
 - Total number of systems sent to participating pharmacies
 - Issues that occurred and solutions used
 - Feedback on success of program

7.3 Delineate the Project Team and Organization

7.3.1 Include names of key individual(s) to be assigned to, and work directly with City.

- Brandon Beaver (Senior Vice President of Sales)
 - (713) 660-3553
 - bbeaver@sharpsinc.com
- Erika Hernandez (Director of Client Services)
 - (713) 660-3528
 - ehernandez@sharpsinc.com
- Jan Harris (Director of Environmental Health & Safety)
 - (713) 927-9956
 - jharris@sharpsinc.com
- Brandon Robertson (Director of Information Technology)
 - (713) 353-1156
 - brobertson@sharpsinc.com

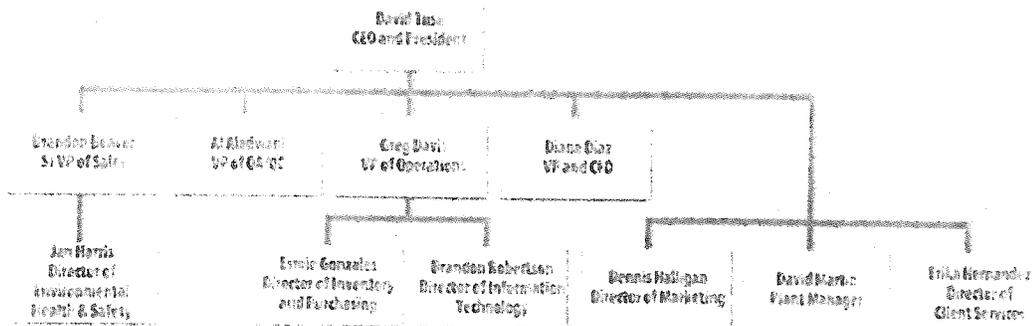
Sharps Compliance, Inc.'s Response to the Lincoln-Lancaster County Health Department (LLCHD) Nebraska MEDS Disposal Project RFP – Bid #4700

- Dennis Halligan (Director of Marketing)
 - (713) 353-1275
 - dhalligan@sharpsinc.com

7.3.2 Describe specific areas and limits of responsibilities for each of the team members.

- Brandon Beaver (Project Manager) – responsible for project oversight including but not limited to marketing, pricing, regulations and sales aid
- Erika Hernandez – oversight of Customer Support, including order fulfillment and customer support / interaction
 - Support hours Monday-Friday 7:30am-6:30pm (CST)
- Jan Harris – regulatory support
- Brandon Robertson – reporting and other IT support
- Dennis Halligan - marketing

7.3.3 Include a project team organizational chart showing lines of responsibility and extent of involvement.



7.3.4 Include resumes for key individuals – see section II of this document.

7.4 Describe the ability of the Firm to meet the Purpose, Intent and Required Services outlined in this RFP, including:

Sharps is fully capable of meeting the purpose, intent and required services outlined in this RFP which is modeled after the current Lincoln-Lancaster Nebraska MEDS Disposal Project Pilot Program and the Iowa Pharmacy Association program both of which were launched with Sharps. We are confident that minimal issues will arise with the knowledge and experience of previous launches and continually maintaining programs of this design.

7.4.1 Firm's approach to cost estimating and Firm's history of accuracy of cost estimates for similar projects.

Sharps has launched many of these programs including the program this bid is modeled after, the Iowa Pharmacy Association program, and the current Nebraska MEDS Disposal Project Pilot Program. Sharps has a successful track record and history of launching these programs and will be able to accurately estimate the cost of this program with minimal variance.

7.4.2 Firm's proven experience and procedures in handling, transporting, documenting and ultimately disposing and/or destroying non-controlled substances from households/general public via pharmacies.

Sharps has over 20 years' experience in dealing with the proper transportation and treatment of medical and pharmaceutical waste. Sharps owns and operates a fully-permitted treatment facility in Carthage Texas that includes both incineration and autoclave capabilities for processing and treatment operations with law enforcement present.

Sharps currently offers an unused patient medication disposal system to thousands of pharmacies and retail companies in the United States. All materials that are collected using the TakeAway Environmental Return System are treated properly per applicable regulatory requirements. Furthermore, Sharps has an extensive history in providing alternative solutions and partnering with law enforcement.

7.4.3 Qualifications and Expertise of Key individual(s) for this type of work

Our team members were heavily involved in the pre-planning and launch of both the Nebraska MEDS Disposal Project Pilot Program and the Iowa Pharmacy Association program and are more than capable of supporting another launch.

7.4.4 Relevant Waste Handling, Transportation, and Disposal Experience

Sharps Compliance, Inc.'s Response to the Lincoln-Lancaster County Health Department
(LLCHD) Nebraska MEDS Disposal Project RFP – Bid #4700

Our team members have been involved in pharmacy take back programs from an independent pharmacy level all the way up to large national chains.

7.4.5 Relevant Project Data Collection, Organization and Evaluation Experience

Sharps has perfected data collection and evaluation by creating its own proprietary online tracking system and has the capability to customize reporting and operations to our customers' needs as appropriate.

7.4.6 List three contacts/references of former clients (to include specific service or product provided, contact person, title, and telephone number) for which key individual was engaged within the past three years.

Iowa Pharmacy Association
Kate Gainer, PharmD
Executive Vice President & CEO
Phone: (515) 270-0713
Email: kgainer@iarx.org

Walgreens
Michael Wolf, PharmD
Director/DMM – Advanced Care
Phone: (847) 315-2406
Email: michael.wolf@walgreens.com

CVS
Michael Sherry
Manager, Retail Clinical Operations
Phone: (401) 652-9086
Email: michael.sherry@cvscaremark.com

Instructions to Bidders 9.1 Bidders shall demonstrate the exact item(s) proposed within seven (7) calendar days from receipt of such request from the City.

Sharps is fully prepared to provide samples of the items listed in Section IV. Pricing, which are currently being purchased under the Nebraska MEDS Disposal Project Pilot Program.

Instructions to Bidders 10.1 Each Bidder shall state on the bid the date upon which it can make delivery of all equipment of merchandise.

Sharps is fully prepared to make immediate delivery of the items listed in Section IV. Pricing, which are currently being purchased under the Nebraska MEDS Disposal Project Pilot Program.

Sharps Compliance, Inc.'s Response to the Lincoln-Lancaster County Health Department
(LLCHD) Nebraska MEDS Disposal Project RFP – Bid #4700

Special Provisions 2.2 Bidder must indicate in the Bid, if extension renewals are an option.

Extension renewals are an option for Sharps.

Special Provisions 3.1 Bidder must state in the Attribute Section if the bid prices will remain firm for the full contract period; or if the bid prices will be subject to escalation/de-escalation.

Prices are firm for the first twelve months of the contract period. Prices are subject to change, with 30 days' notice, after the first twelve months and/or in the event of a renewal.

IV. Pricing

Item #	Item Description	FOB Destination		
		Item Price	Shipping (Each)	Total Price
17100	10 Gallon Rx TakeAway Environmental Return System	\$55.20	\$10.30	\$ 65.50
17200	20 Gallon Rx TakeAway Environmental Return System	\$79.20	\$18.58	\$ 97.78
17025NB	Mail Away Envelope System, case of 25 with Display for Nebraska MEDS	\$99.75	\$ 9.38	\$109.13

SPECIFICATIONS FOR
Nebraska MEDS Disposal Project – Protecting Nebraska’s Water and People

1. PURPOSE AND INTENT

- 1.1 The Lincoln-Lancaster County Health Department (LLCHD) seeks to retain a professional waste management firm to provide a proven turn-key ready and comprehensive pharmaceutical waste disposal system that includes: collection, transportation and ultimate destruction of unwanted/expired NON-CONTROLLED medications collected from Lincoln and Lancaster County residents via local participating pharmacies and other sites as designated by the Nebraska MEDS Coalition and as part of the Nebraska MEDS Pilot Project entitled, Nebraska MEDS Disposal Project.
 - 1.1.1 Lincoln is an urbanized city with a population of approximately 258,379.
 - 1.1.2 Lancaster County is an urban-rural mix with a population of approximately 285,407.
 - 1.1.3 Lincoln, the State capital, is located in the center of Lancaster County, approximately 45 miles southwest of Omaha on Interstate 80.
 - 1.1.4 There are currently 80+ pharmacies in Lancaster County.
- 1.2 It is the intent to select a firm based on qualifications, recommended project approach, and practical applications which best accomplishes the objectives while incorporating innovative and cost effective measures.
- 1.3 The LLCHD reserves the right to contract for additional services with another firm or utilize its own forces.
- 1.4 The LLCHD will rely on the firm to remain on schedule for all services rendered so as to meet the project schedule as specified.
- 1.5 All reports, information, data, etc. prepared, assembled, or reviewed by the firm are confidential and the firm agrees that they shall not be made available to any individual or organization without prior written approval of the LLCHD.

2. DESCRIPTION

- 2.1 The firm selected will provide a tested and “turn-key ready” pharmaceutical/medication disposal collection system that is pharmacy based, complete with the needed infrastructure to accurately track, record and document the proper and legal handling, transportation and ultimate medical/hazardous waste incineration and disposal of unwanted and/or expired NON-CONTROLLED medications collected from the household sector.
- 2.2 The firm selected will provide the necessary technical support as requested by the Nebraska MEDS Coalition, participating pharmacies and project partners in order to troubleshoot or overcome unforeseen complications with the provided medication disposal system.
- 2.3 The firm selected will provide a detailed business plan for participating pharmacies and partners that outlines a business model which guides pharmacies with implementing a disposal fee structure that will allow for long-term management of unwanted/expired NON-CONTROLLED medications.
- 2.4 The firm shall have all necessary permits, best management practices, and law enforcement agreements in place to ensure that the medications collected through the disposal system are legally and properly disposed of in such a manner that public health and environmental impacts are kept at a minimum.
- 2.5 The firm selected shall work with Nebraska MEDS Coalition in transitioning the pilot from a focus on subsidizing the disposal costs for Lincoln and Lancaster County pharmacies to a focus that entails pharmacies taking increasing and/or full responsibility for disposal costs.

3. **AVAILABLE INFORMATION**

3.1 The Nebraska MEDS Disposal project has been modeled after the Iowa Pharmacy Association's Pharmaceutical Collection and Disposal Program that was launched in November 2009.

3.1.1 Two project reports and the project website are available for review.

3.1.2 Websites associated with the Iowa project include, <http://www.facebook.com/TakeAway.Iowa?sk=wall>, and, <http://iarx.org/takeaway/>

4. **REQUIRED SERVICES**

4.1 The firm selected shall provide comprehensive, legal, and professional services for the handling, transporting and ultimate disposal of unwanted/expired NON-CONTROLLED medications from the public sector via participating pharmacies or other pertinent agency(s), organization(s), and/or location(s).

4.1.1 Unwanted/expired medications include NON-CONTROLLED substances ONLY collected from the household sector.

5. **ADDITIONAL PHASES, OTHER SERVICES & DECISION MAKING**

5.1 Based on firm's performance and at the discretion of the City of Lincoln, additional services may be requested by the City of Lincoln which will be reviewed and negotiated at a later time, as necessary.

5.2 The City of Lincoln always reserves the right to accept or reject any or all offers, parts of offers; request rebids; waive irregularities, technicalities and to negotiate changes in offers; such as shall best serve the requirements and interests of the City of Lincoln.

5.3 The City of Lincoln reserves the right to contract for additional services with another firm or utilize its own forces.

6. **NEBRASKA MEDS COALITION RESPONSIBILITIES**

6.1 Designate Project Coordinator to coordinate work activities of project.

6.2 Make all policy and budgetary decisions so as to allow timely completion of the work.

6.3 Make known all pertinent project resources, concerns and available information.

6.4 Assist in coordinating, arranging, and conducting meetings with representatives of affected agencies and/or organizations as required for completing the work.

7. **QUOTE CONTENTS**

7.1 Describe and outline the Firm's approach to performing the work required by this project.

7.2 Outline of the Proposed Project Schedule

7.3 Delineate the Project Team and Organization.

7.3.1 Include names of key individual(s) to be assigned to, and work directly with City.

7.3.2 Describe specific areas and limits of responsibilities for each of the team members.

7.3.3 Include a project team organizational chart showing lines of responsibility and extent of involvement.

7.3.4 Include resumes for key individuals.

7.4 Describe the ability of the Firm to meet the Purpose, Intent and Required Services outlined in this quote, including:

7.4.1 Firm's approach to cost estimating and Firm's history of accuracy of cost estimates for similar projects.

7.4.2 Firm's proven experience and procedures in handling, transporting, documenting and ultimately disposing and/or destroying NON-CONTROLLED substances from households/general public via pharmacies.

7.4.3 Qualifications and Expertise of Key individual(s) for this type of work

- 7.4.4 Relevant Waste Handling, Transportation, and Disposal Experience
- 7.4.5 Relevant Project Data Collection, Organization and Evaluation Experience
- 7.4.6 List three contacts/references of former clients (to include specific service or product provided, contact person, title, and telephone number) for which key individual was engaged within the past three years.

8. **QUOTE FORMAT**

- 8.1 Quotes shall be submitted electronically and attached to the bidders Response Attachment Section of the e-bid.
 - 8.1.1 Include:
 - 8.1.1.1 Summary description of the firm's history, and philosophy
 - 8.1.1.2 Resumes
 - 8.1.1.3 Information mentioned below in Section 9.
 - 8.1.1.4 Pricing
 - 8.1.1.4.1 Please put a zero in the line item of bid and include pricing in your quote.

9. **QUOTE CRITERIA**

- 9.1 Contractor understanding of requirements of this project.
- 9.2 Qualifications and expertise of the key personnel to be assigned to this project.
- 9.3 Contractor character, reputation and directly related experience to this project.
- 9.5 Environmental and other regulatory permits pertinent to this project.
- 9.6 Ability to perform services in a satisfactory manner within time specified.
- 9.7 Background experience of the firm as it directly relates to this proposal and project.
- 9.8 Resources of the firm to conduct and complete this work in a satisfactory manner:
 - 9.8.1 Factors to be considered include: current work load, proposed schedule for completion, history of past estimating and similar project(s) and/or service(s), and ability and willingness to commit the necessary key personnel.
- 9.9 Clarity, conciseness, and organization of quote.

10. **SUPPLEMENTAL INSTRUCTIONS TO BIDDERS**

- 10.1 Bidder shall submit bid documents and all supporting material via e-bid.
- 10.2 Verbal responses and/or representatives shall not be binding to the City.
- 10.3 All inquiries regarding these specifications shall be directed via e-mail or faxed written request to Sharon Mulder, Asst. Purchasing Agent (smulder@lincoln.ne.gov) or fax: (402) 441-6513.
 - 10.3.1 These inquiries and/or responses shall be distributed to prospective Vendors electronically as an addenda.
 - 10.3.2 No direct contact is allowed between Vendor and other City staff throughout the bid process.
 - 10.3.2.1 Failure to comply with this directive may result in Vendor bid being rejected.