

COUNTY OF SAN DIEGO – DEPARTMENT OF PURCHASING AND CONTRACTING
CONTRACT NO. 557198 AMENDMENT NO. 4

Mediwaste Disposal LLC (“Contractor”) and the County of San Diego (“County”) enter into this amendment (“Amendment”) to amend the above-referenced contract (“Contract”) as described herein.

Title of Contract: **Removal and Disposal of Regulated Medical Waste**
Amendment Effective Date: **Date signed by County of San Diego, Department of Purchasing and Contracting**


Description of Contract Change(s):

1. Contract Terms and Work:
 - 1.1. Amend contract to add the attached federal and FEMA provisions for related services and supplies in response to the novel coronavirus (COVID-19) local health emergency and local emergency.
 2. Compensation: The compensation due to Contractor under the Contract remains unchanged.
- Revised Contract Total Price is unchanged.
3. Term of Agreement: The Contract term remains unchanged.

All other terms and conditions of the Contract shall remain in effect.

IN WITNESS WHEREOF, County and Contractor have executed this Amendment effective as of the date set forth above. This Amendment is not valid unless signed by Contractor and the County Department of Purchasing and Contracting.

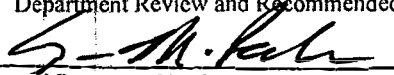
CONTRACTOR:

By: 
LORRAINE SANCHEZ-HANSEN, General Manager

Mediwaste Disposal LLC
235 Deininger Circle
Corona, CA 92880
Phone: 323-680-0012
Email: lorraine@medi-waste.com

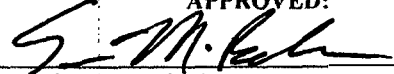
Date: 6-2-20

COUNTY:

Department Review and Recommended Approval:
By: 
SEAN BEHAN, Chief, Procurement Services
Department of Purchasing and Contracting

Date: 6/3/2020

APPROVED:

By: 
JOHN M. PELLEGRINO, Director
Department of Purchasing and Contracting

Date: 6/3/2020

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1. REQUIRED FEDERAL PROVISIONS

1.1. RESERVED.

1.2. RESERVED.

2. REQUIRED FEDERAL FLOWDOWNS

2.1. RESERVED.

2.2. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT.

- (a) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (b) The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (c) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.
- (d) The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (e) The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (f) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

2.3. DEBARMENT AND SUSPENSION.

- (a) This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (b) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (c) This certification is a material representation of fact relied upon by County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart

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C, in addition to remedies available to County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

2.4. BYRD ANTI-LOBBYING AMENDMENT.

- (a) Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

2.5. PROCUREMENT OF RECOVERED MATERIALS.

- (a) In the performance of this Agreement, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
- Competitively within a timeframe providing for compliance with the contract performance schedule;
 - Meeting contract performance requirements; or
 - At a reasonable price.
- (b) Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program>.
- (c) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.”

3. FEMA REQUIRED FLOWDOWNS

3.1. ACCESS TO RECORDS. The following access to records requirements apply to this Agreement:

- (a) The Contractor agrees to provide County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.
- (b) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (c) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the Agreement.

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- (d) In compliance with the Disaster Recovery Act of 2018, the County and the Contractor acknowledge and agree that no language in this Agreement is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.
- 3.2. **DHS SEAL, LOGO, AND FLAGS.** The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.
- 3.3. **COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS.** This is an acknowledgement that FEMA financial assistance may be used to fund all or a portion of the Agreement. The Contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.
- 3.4. **NO OBLIGATION BY FEDERAL GOVERNMENT.** The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the County, Contractor, or any other party pertaining to any matter resulting from the Agreement.
- 3.5. **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Agreement.