

CS-22-337

# BOCC CONTRACT APPROVAL FORM

CONTRACT TRACKING NO. CM3494

**SECTION 1 - GENERAL INFORMATION**  
 Requesting Department: Solid Waste Contact Person: Becky Diden  
 Telephone: (904) 530-6700 Email: bldiden@nassaucountyfl.com

**SECTION 2 - VENDOR INFORMATION**  
 Name: Electronic Recycling Center, Inc.  
 Address: \_\_\_\_\_  
 City: Miami State: FL Zip Code: 33142  
 Vendor's Administrator Name: Eduardo Rodriguez Title: President  
 Telephone: (305) 482-9100 Email: mp@ercrecycling.com

**SECTION 3 - VENDOR AUTHORIZED SIGNATORY**  
 Authorized Signatory Name: Eduardo Rodriguez  
 Authorized Signatory Email: mp@ercrecycling.com  
 (IDENTIFY WHO WILL SIGN THE CONTRACT ON BEHALF OF THE VENDOR. OFFICER/DIRECTOR WITH AUTHORITY TO BIND COMPANY.)

**SECTION 4 - CONTRACT INFORMATION**  
 Contract Name: End-Of-Life Electronic Equipment (EEE)  
 Type:  New Contract  Work Authorization  Supplemental Agreement  
 Short Description of Product(s)/Service(s) Being Requested: Collect, re-use, re-manufacture, recycle, dispose, and document End-of-Life.  
 (GOODS AND/OR SERVICES TO BE PROCURED, PHYSICAL LOCATION, ETC.)  
 Procured Method:  Quotes  ITB  RFP  RFQ  Piggyback  Exemption  Sole Source  
 Single Source  Other \_\_\_\_\_  
 Total Amount of Contract: Approx \$2847.00/yr amounts are based upon quantities the citizens drop off during year. (Estimate if necessary)  
 Account Number: 01357534-543003  
 Source of Funds:  County  State  Federal  Other: \_\_\_\_\_  
 County Authorized Signatory:  BOCC Chairman  County Manager  
 (IDENTIFY WHO WILL SIGN CONTRACT ON BEHALF OF BOCC)

**SECTION 5 - INSURANCE**  
 Insurance Category:  Category L  Category M  Category H  Other: \_\_\_\_\_  
 Risk Manager Initials: MD  
 9/8/2023

**SECTION 6 - AMENDMENT INFORMATION**  
 Contract Tracking No: \_\_\_\_\_ Amendment No: \_\_\_\_\_  
 Type of Amendment:  Renewal  Time Only Extension  Additional Scope  Other: \_\_\_\_\_  
 Increased Amount to Existing Contract: \_\_\_\_\_ (if any) Total with Amended Amount: \_\_\_\_\_

**APPROVALS PURSUANT TO NASSAU COUNTY PURCHASING POLICY**

- |    |                                  |                 |                 |
|----|----------------------------------|-----------------|-----------------|
| 1. | <u>Doug Podiak</u>               | <u>9/7/2023</u> |                 |
|    | Department Head/Contract Manager | Date            |                 |
| 2. | <u>Chris Lacambra</u>            | <u>9/7/2023</u> | <u>9/7/2023</u> |
|    | Office of Mgmt & Budget          | Date            |                 |
| 3. | <u>Nassau County</u>             | <u>9/8/2023</u> |                 |
|    | Procurement                      | Date            |                 |
| 4. | <u>Denise C. May</u>             | <u>9/8/2023</u> | <u>9/8/2023</u> |
|    | County Attorney                  | Date            |                 |

COUNTY MANAGER - FINAL SIGNATURE APPROVAL  
Paul E. Pope 9/8/2023  
 County Manager Date

**CONTRACT FOR END-OF LIFE ELECTRONIC EQUIPMENT DISPOSAL SERVICES**

**THIS CONTRACT** is entered into by and between the **BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA**, a political subdivision of the State of Florida, hereinafter referred to as the “County”, and **ELECTRONIC RECYCLING CENTER, INC.**, located at 5501 NW 36 Ave. Miami, Florida 33142, hereinafter referred to as the “Vendor”.

**WHEREAS**, the County received bids for end-of-life electronic equipment disposal services, on or about July 6, 2023 at 10:00 a.m.; and

**WHEREAS**, the County has determined that the Vendor was the lowest, most responsive and responsible bidder; and

**WHEREAS**, all terms and conditions of the County’s ITB, numbered NC23-045-ITB, and the Vendor’s Response are incorporated herein and made a part of this Contract by this reference; and

**WHEREAS**, a copy of the Vendor’s Response and Price Sheet is attached hereto as Exhibit “B” and made a part hereof; and

**WHEREAS**, the Vendor desires to render certain services as described in Exhibit “A”, and has the qualifications, experience, staff and resources to perform those services.

**NOW, THEREFORE**, in consideration of the terms and conditions herein set forth, the County and the Vendor agree as follows:

**SECTION 1. Recitals.**

**1.1** The above recitals are true and correct and are incorporated herein, in their entirety, by this reference.

**SECTION 2. Contract Exhibits.**

**2.1** The Exhibits listed below are incorporated into and made part of this Contract:

Contract No.: CM3494

**Exhibit A** COUNTY'S INVITATION TO BID NC23-045-ITB, ("ITB"), AS  
MODIFIED BY ADDENDA;

**Exhibit B** VENDOR'S RESPONSE AND PRICE SHEET; AND

**Exhibit C** INSURANCE REQUIREMENTS.

**SECTION 3. Description of Goods and/or Services to be Provided.**

3.1 The Vendor shall provide the goods and/or services further described in the *County's ITB*, a copy of which is attached hereto and incorporated herein as Exhibit "A". This Contract standing alone does not authorize the performance of any work or require the County to place any orders for work. The Vendor shall commence the work in accordance with the issuance of a written *Notice to Proceed* for goods and/or services issued by the County. The Vendor shall provide the goods and/or services as contained in the *County's ITB* in a timely and professional manner in accordance with specifications referenced herein.

**SECTION 4. Payment and Invoicing.**

4.1 The County shall pay the Vendor in an amount not to exceed Two Thousand, Eight Hundred, Forty-Seven Dollars and 00/100 (\$2,847.00) for the goods and/or services referenced in Exhibit(s) "A" and "B". No payment shall be made for goods and/or services without a proper County work authorization or purchase order. The Vendor shall submit a copy of all invoices to both the Public Works Director or designee and to [invoices@nassaucountyfl.com](mailto:invoices@nassaucountyfl.com) for payment. The invoice submitted shall include the contract number referenced and shall be in sufficient detail as to item, quantity and price in order for the County to verify compliance with the awarded bid specifications and conditions of this Contract. Payment shall not be made until goods and/or services have been received, inspected and accepted by the County in the quantity and/or quality ordered. Payment in advance of receipt of goods and/or services by the County **cannot** be made. The County shall pay the Vendor within forty-five (45) calendar days of receipt and acceptance of

Contract No.: CM3494

invoice by the Public Works Director, pursuant to and in accordance with the promulgations set forth by the State of Florida's Prompt Payment Act found at Section 218.70, Florida Statutes. The Vendor shall honor all purchase orders or work authorizations issued prior to the expiration of the term of this Contract.

**SECTION 5. Acceptance of Goods and/or Services.**

5.1 Receipt of goods and/or services shall not constitute acceptance by the County. Final acceptance and authorization of payment shall be given only after a thorough inspection by the County indicates that the goods and/or services meet bid specifications and conditions. Should the quantity and/or quality differ in any respect from specifications, payment shall be withheld by the County until such time as the Vendor takes necessary corrective action. If the proposed corrective action is not acceptable to the County, the County Manager's Office may authorize the refusal of final acceptance of the quantity and/or quality received. Should a representative of the County agree to accept the goods and/or services on condition that the Vendor shall correct their performance within a stipulated time period, then payment shall be withheld until said corrections are made.

**SECTION 6. Term of Contract and Option to Extend or Renew.**

6.1 The term of this Contract shall be for an initial period of two (2) years from the date of execution by both parties to this Contract. The term of this Contract may be extended in one (1) year increments, for up to three (3) additional years, with no changes in terms or conditions, upon mutual written agreement between the Vendor and the County. The County Manager is hereby authorized to execute any Contract renewal, amendment and/or modification upon approval by the County Attorney's Office. Any extension or amendment to this Contract shall be subject to availability of funds of the County as set forth in Section 8 hereinbelow.



6.2 In the event that the Contract is continued beyond the term provided above by mutual consent of the parties and not reduced to writing, this Contract shall be carried out on a month-to-month basis and shall not constitute an implied renewal of the Contract. Said month-to-month extension shall be upon the same terms of the Contract and at the compensation and payment provided herein.

**SECTION 7. Firm Prices.**

7.1 Prices for goods and/or services covered in the specifications of this Contract shall remain firm for the period of this Contract pursuant to pricing as reflected in Exhibit "A"; net delivered to the ordering agency, **F.O.B. DESTINATION**. No additional fees or charges shall be accepted or paid for by the County.

**SECTION 8. Funding.**

8.1 The County's performance and obligation under this Contract is contingent upon an annual appropriation by the Board of County Commissioners for subsequent fiscal years and is subject to termination based on lack of funding.

**SECTION 9. Expenses.**

9.1 The Vendor shall be responsible for all expenses incurred while providing goods and/or services under this Contract including, but not limited to, license fees, memberships and dues; automobile and other travel expenses; meals and entertainment; insurance premiums; and all salary, expenses and other compensation paid to the Vendor's agents, if any, hired by the Vendor to complete the work under this Contract.

**SECTION 10. Taxes, Liens, Licenses and Permits.**

10.1 The Vendor recognizes that the County, by virtue of its sovereignty, is not required to pay any taxes on the goods and/or services provided under the terms of this Contract. As such, the Vendor shall refrain from including taxes in any billing. The Vendor is placed on notice that this

exemption generally does not apply to nongovernmental entities, contractors, or subcontractors. Any questions regarding this tax exemption shall be addressed to the County Manager.

**10.2** The Vendor shall secure and maintain all licenses and permits required to provide goods and/or services under this Contract and to pay any and all applicable sales or use tax, or any other tax or assessment which shall be imposed or assessed by any and all governmental authorities, required under this Contract, and to meet all federal, state, county and municipal laws, ordinances, policies and rules.

**10.3** The Vendor acknowledges that property being improved that is titled to the County, shall not be subject to a lien of any kind for any reason. The Vendor shall include notice of such exemptions in any subcontracts and purchase orders issued under this Contract.

**SECTION 11. Governing Law, Venue and Compliance with Laws.**

**11.1** This Contract shall be deemed to have been executed and entered into within the State of Florida and any dispute arising hereunder, shall be governed, interpreted and construed according to the laws of the State of Florida, the Ordinances of Nassau County, and any applicable federal statutes, rules and regulations. Any and all litigation arising under this Contract shall be brought in Nassau County, Florida, and any trial shall be non-jury. Any mediation, pursuant to litigation, shall occur in Nassau County, Florida.

**11.2** The Vendor shall comply with applicable regulatory requirements including federal, state, and local laws, rules, regulations, codes, orders, criteria and standards.

**SECTION 12. Change Orders.**

**12. 1** The County reserves the right to order, in writing, changes in the work within the scope of the Contract, such as change in quantity or delivery schedule. The Vendor has the right to request an equitable price adjustment in cases where changes to the Contract under the authority of this clause result in increased costs to the Vendor.

**SECTION 13. Modifications.**

**13.1** The terms of this Contract may be modified only upon the written and mutual consent of both parties, and approval by appropriate legal authority in the County.

**SECTION 14. Assignment and Subcontracting.**

**14.1** The Vendor shall not assign, sublet, convey or transfer its interest in this Contract without the prior written consent of the County.

**14.2** In order to assign this Contract, or to subcontract any of the work requirements to be performed, the Vendor shall ensure and provide assurances to the County, that any subcontractor selected for work under this Contract has the necessary qualifications and abilities to perform in accordance with the terms and conditions of this Contract. The Vendor shall provide the County with the names of any subcontractor considered for work under this Contract; the County reserves the right to reject any subcontractor whose qualifications or performance, in the County's judgement, are insufficient. The Vendor shall be responsible for all work performed and all expenses incurred as a result thereof. Any subcontract arrangements shall be evidenced by a written document available to the County upon request. The Vendor further agrees that the County shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract. The Vendor, at its expense, shall defend the County against such claims.

**14.3** The Vendor shall make payments to any of its subcontractors within seven (7) working days after receipt of full or partial payments from the County in accordance with Section 287.0585, Florida Statutes, unless otherwise stated in the contracts between the Vendor and subcontractors. The Vendor's failure to pay its subcontractor(s) within seven (7) working days shall result in a penalty charged against the Vendor and paid to the subcontractors in the amount of one-half of one percent (0.50%) of the amount due per day from the expiration of the period allowed herein

for payment. Such penalty shall be in addition to the actual payments owed and shall not exceed fifteen percent (15%) of the outstanding balance due.

**SECTION 15. Severability.**

15.1 If any section, subsection, sentence, clause, phrase, or portion of this Contract is, for any reason, held invalid, unconstitutional, or unenforceable by any Court of Competent Jurisdiction, such portion shall be deemed as a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

**SECTION 16. Termination for Default.**

16.1 If the Vendor fails to perform any of its obligations under this Contract, and if such default remains uncured for a period of more than fifteen (15) days after notice thereof was given in writing by the County to the Vendor, then the County may, without prejudice to any right or remedy the County may have, terminate this Contract.

16.2 Upon termination of this Contract, the Vendor shall immediately (1) stop work on the date specified; (2) terminate and settle all orders and subcontracts relating to the performance of the terminated work; (3) transfer all work in process, completed work, and other materials related to the terminated work to the County; (4) render to the County all property belonging to the County, including but not limited to, equipment, books, and records.

**SECTION 17. Termination for Convenience.**

17.1 The County reserves the right to terminate this Contract in whole or part by giving the Vendor written notice at least thirty (30) days prior to the effective date of the termination. Upon receipt of written notice of termination from the County, the Vendor shall only provide those goods and/or services specifically approved or directed by the County. All other rights and duties of the parties under the Contract shall continue during such notice period, and the County shall continue to be responsible to the Vendor for the payment of any obligations to the extent such responsibility

Contract No.: CM3494

has not been excused by breach or default of the Vendor. The Vendor shall promptly contact the County to make arrangements to render to the County all property belonging to the County, including but not limited to, equipment, books, and records.

**SECTION 18. Force Majeure.**

**18.1** Neither party of this Contract shall be liable to the other for any cost or damages if the failure to perform the Contract arises out of causes beyond the control and without the fault or negligence of the parties. Such causes may include, but are not restricted to, acts of nature, fires, quarantine restrictions, strikes and freight embargoes. In all cases, the failure to perform shall be totally beyond the control and without any fault or negligence of the party.

**18.2** In the event of delay from the foregoing causes, the party shall take all reasonable measures to mitigate any and all resulting delay or disruption in the party's performance obligation under this Contract. If the delay is excusable under this section, the delay shall not result in any additional charge or cost under the Contract to either party. In the case of any delay that the Vendor believes is excusable under this section, the Vendor shall notify the County in writing of the delay or potential delay and describe the cause of the delay either: (1) within ten (10) calendar days after the cause that created or will create the delay first arose, if the Vendor could reasonably foresee that a delay could occur as a result; or (2) within five (5) calendar days after the date the Vendor first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. THE FOREGOING SHALL CONSTITUTE THE VENDOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY. Providing notice in strict accordance with this section is a condition precedent to such remedy. The County, in its sole discretion, shall determine if the delay is excusable under this section and shall notify the Vendor of its decision in writing. No claim for damages, other than for an extension of time, shall be asserted against the County. The Vendor shall not be entitled to an increase in the Contract price or payment of any kind from the County



Contract No.: CM3494

for direct, indirect, consequential, impact, or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this section, after the causes have ceased to exist, the Vendor shall perform at no increased cost, unless the County determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the County, in which case, the County may do any or all of the following: (1) accept allocated performance or deliveries from the Vendor, provided that the Vendor grants preferential treatment to the County with respect to goods and/or services subjected to allocation; (2) purchase from other sources (without recourse to and by the Vendor for the related costs and expenses) to replace all or part of the goods and/or services that are the subject of the delay, which purchases may be deducted from the Contract quantity; or (3) terminate the Contract in whole or in part.

**SECTION 19. Access and Audits of Records.**

**19.1** The Vendor shall maintain adequate records to justify all charges, expenses, and costs incurred in providing the goods and/or services for at least three (3) years after completion of work contemplated under this Contract. The County and the County Clerk of Court shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours upon five (5) days' written notice to the Vendor.

**SECTION 20. Public Emergencies.**

**20.1** The Vendor agrees that before, during, and after a public emergency, disaster, hurricane, tornado, flood, or other acts of nature that the County shall require a "First Priority" for goods and/or services. The County expects to pay a fair and reasonable price for all goods and/or services rendered or contracted in the event of a disaster, emergency, hurricane, tornado or other acts of nature.

**SECTION 21. Probationary Period.**

**21.1** The first ninety (90) days of this Contract are to be considered a “probationary period.” Notwithstanding Sections 16 and 17 hereinabove, during the probationary period, the County may terminate this Contract based upon the performance of the Vendor and a new award be granted without another formal bid.

**SECTION 22. Independent Vendor Status.**

**22.1** The Vendor shall provide the goods and/or services under this Contract as an independent contractor and nothing contained herein shall be construed to be inconsistent with this relationship or status. Nothing in this Contract shall be interpreted or construed to constitute the Vendor or any of its agents or employees to be an agent, employee or representative of the County.

**22.2** The Vendor and the County agree that during the term of this Contract: (a) the Vendor has the right to provide goods and/or services for others; ((b) the Vendor has the right to provide the goods and/or services required by this Contract; and (c) the Vendor has the right to hire assistants as subcontractors, or to use employees to provide the goods and/or services required by this Contract pursuant to Section 14 hereinabove.

**SECTION 23. Indemnification.**

**23.1** The Vendor shall indemnify and hold harmless the County and its agents and employees from all claims, liabilities, damages, losses, expenses and costs, including attorney’s fees, arising out of or associated with or caused by the negligence, recklessness, or intentionally wrongful conduct of the Vendor or any persons employed or utilized by the Vendor, in the performance of this Contract. The Vendor shall, at its own expense, defend any and all such actions, suits, or proceedings which may be brought against the County in connection with the Vendor’s performance under this Contract.

**SECTION 24. Insurance.**

**24.1** The Vendor shall provide and maintain at all times during the term of this Contract, without cost or expense to the County, such commercial (occurrence form) or comprehensive general liability, workers compensation, professional liability, and other insurance policies as detailed in Exhibit "C". The policy limits required are to be considered minimum amounts.

**24.2** The Vendor shall provide to the County a Certificate of Insurance for all policies of insurance and renewals thereof in a form acceptable to the County. Said certificates shall provide that the Nassau County Board of County Commissioners is an additional insured, and that the County shall be notified in writing of any reduction, cancellation or substantial change of policy or policies at least thirty (30) days prior to the effective date of said action with the exception of ten (10) days for non-payment. All insurance policies shall be issued by responsible companies who are acceptable to the County and licensed and authorized under the laws of the State of Florida.

**SECTION 25. Dispute Resolution Process.**

**25.1** In the event of a dispute regarding the interpretation of the terms of this Contract, the County, in its sole discretion, may elect to use the dispute resolution process as set forth in this section.

**25.2** In the event the County elects to use the dispute resolution process under this section, the County shall send a written communication to the Vendor pursuant to Section 32 hereinbelow. The written notification shall set forth the County's interpretation of the terms of this Contract.

**25.3** The County shall then set a date and time for the parties to meet with the County Manager or designee. This meeting shall be set no more than twenty (20) days from the date that the written communication was sent to the Vendor. The Vendor may submit a written response to the County's written communication no less than five (5) days prior to the meeting with the County Manager or designee.

**25.4** If no satisfactory resolution as to the interpretation of the Contract terms is reached at the meeting with the County Manager or designee, then the parties may elect to submit the dispute to mediation in accordance with mediation rules as established by the Florida Supreme Court. Mediators shall be chosen by the County and the cost of mediation shall be borne by the Vendor. The Vendor shall not stop work during the pendency of the dispute resolution or mediation process as set forth in this section.

**SECTION 26. E-Verify.**

**26.1** The Vendor shall comply with Section 448.095, Florida Statutes, and use the United States Department of Homeland Security's E-Verify system ("E-Verify") to verify the employment eligibility of all persons hired by the Vendor during the term of this Contract to work in Florida. Additionally, if the Vendor uses subcontractors to perform any portion of the work (under this Contract), the Vendor shall include a requirement in the subcontractor's contract that the subcontractor use E-Verify to verify the employment eligibility of all persons hired by subcontractor to perform any such portion of the work. Answers to questions regarding E-Verify as well as instructions on enrollment may be found at the E-Verify website: [www.uscis.gov/e-verify](http://www.uscis.gov/e-verify).

**26.2** The Vendor shall maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the County or other authorized entity consistent with the terms of the Vendor's enrollment in the program. This includes maintaining a copy of proof of the Vendor's and subcontractors' enrollment in the E-Verify program. If the Vendor enters into a contract with a subcontractor, the subcontractor shall provide the Vendor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Vendor shall maintain a copy of such affidavit for the duration of the Contract.

**26.3** Compliance with the terms of the E-Verify program provision is made an express condition of this Contract and the County may treat a failure to comply as a material breach of the Contract. If the County terminates the Contract pursuant to Section 448.095(2)(c), Florida Statutes, the Vendor may not be awarded a public contract for at least one (1) year after the date on which the contract was terminated and the Vendor is liable for any additional costs incurred by the County as a result of the termination of this Contract.

**SECTION 27. Public Records.**

**27.1** The County is a public agency subject to Chapter 119, Florida Statutes. **IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 530-6090, [RECORDS@NASSAUCOUNTYFL.COM](mailto:RECORDS@NASSAUCOUNTYFL.COM), 96135 NASSAU PLACE, SUITE 6, YULEE, FLORIDA 32097.** Under this Contract, to the extent that the Vendor is providing the goods and/or services to the County, and pursuant to Section 119.0701, Florida Statutes, the Vendor shall:

- a. Keep and maintain public records required by the County to provide goods and/or services.
- b. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public



Contract No.: CM3494

records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Vendor does not transfer the records to the County.

d. Upon completion of the Contract, transfer, at no cost, to the County all public records in possession of the Vendor or keep and maintain public records required by the County to perform the service. If the Vendor transfers all public records to the County upon completion of the Contract, the Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Vendor keeps and maintains public records upon completion of the Contract, the Vendor shall meet all applicable requirements for retaining public records. All records stored electronically shall be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

**27.2** A request to inspect or copy public records relating to the County's contract for goods and/or services shall be made directly to the County. If the County does not possess the requested records, the County shall immediately notify the Vendor of the request, and the Vendor shall provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.

**27.3** If the Vendor does not comply with the County's request for records, the County shall enforce the Contract provisions in accordance with the Contract.

**27.4** If the Vendor fails to provide the public records to the County within a reasonable time, the Vendor may be subject to penalties under Section 119.10, Florida Statutes.

**27.5** If a civil action is filed against the Vendor to compel production of public records relating to the Contract, the Court shall assess and award against the Vendor the reasonable costs of enforcement, including reasonable attorney fees if:

(a) The Court determines that the Vendor unlawfully refused to comply with the public records request within a reasonable time; and

(b) At least eight (8) business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the Vendor has not complied with the request, to the County and to the Vendor.

**27.6** A notice complies with Section 27.5 (b) hereinabove, if it is sent to the County's custodian of public records and to the Vendor at the Vendor's address listed on its Contract with the County or to the Vendor's registered agent. Such notices shall be sent pursuant to Section 32 hereinbelow.

**27.7** If the Vendor complies with a public records request within eight (8) business days after the notice is sent, the Vendor is not liable for the reasonable costs of enforcement.

**27.8** In reference to any public records requested under this Contract, the Vendor shall identify and mark specifically any information which the Vendor considers confidential and/or proprietary, inclusive of trade secrets as defined in Section 812.081, Florida Statutes, and which the Vendor believes to be exempt from disclosure, citing specifically the applicable exempting law and including a brief written explanation as to why the cited Statute is applicable to the information claimed as confidential and/or proprietary information. All materials shall be segregated and clearly identified as "EXEMPT FROM PUBLIC DISCLOSURE."

**27.9** In conjunction with the confidential and/or proprietary information designation, the Vendor acknowledges and agrees that after notice from County, the Vendor shall respond to a notice from the County immediately, but no later than 10 calendar days from the date of notification or the Vendor shall be deemed to have waived and consented to the release of the confidential and/or proprietary designated materials.

Contract No.: CM3494

**27.10** The Vendor further agrees that by designation of the confidential/proprietary material, the Vendor shall defend the County (and its employees, agents and elected and appointed officials) against all claims and actions (whether or not a lawsuit is commenced) related to the Vendor's designation of the material as exempt from public disclosure and to hold harmless the County (and its employees, agents and elected and appointed officials) from any award to a plaintiff for damages, costs and attorneys' fees, incurred by the County by reason of any claim or action related to the Vendor's designation of material as exempt from public disclosure.

**SECTION 28. Disclosure of Litigation, Investigations, Arbitration or Administrative Decisions.**

**28.1** During the term of this Contract, or any extension thereto, the Vendor shall have the continued duty to disclose to the County Attorney, in writing, upon occurrence, all civil or criminal litigation, arbitration, mediation, or administrative proceeding involving the Vendor. If the existence of the proceeding causes the County concerns that the Vendor's ability or willingness to perform this contract is jeopardized, the Vendor may be required to provide the County with reasonable written assurance to demonstrate the Vendor can perform the terms and conditions of the Contract.

**SECTION 29. Public Entity Crimes.**

**29.1** In accordance with Section 287.133, Florida Statutes, the Vendor certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date of this Contract.

**SECTION 30. Anti-Discrimination.**

**30.1** The Vendor agrees that it will not discriminate in employment, employee development, or employee advancement because of religious or political opinions or affiliations,

Contract No.: CM3494

race, color, national origin, sex, age, physical handicap, or other factors, except where such factor is a bonified occupational qualification or is required by State and/or Federal Law.

**SECTION 31. Advertising.**

**31.1** The Vendor shall not publicly disseminate any information concerning this Contract without prior written approval from the County, including but not limited to, mentioning the Contract in a press release or other promotional material, identifying the County as a reference, or otherwise linking the Vendor's name and either description of this Contract or the name of the County in any material published, either in print or electronically, to any entity that is not a party this Contract, except potential or actual authorized distributors, dealers, resellers, or service representative.

**SECTION 32. Notices.**

**32.1** All notices, demands, requests for approvals or other communications given by the parties to another in connection with this Contract shall be in writing, and shall be sent by registered or certified mail, postage prepaid, return receipt requested, or overnight delivery service (such as federal express), or courier service or by hand delivery to the office of each party indicated below:

County: Nassau County  
Attn: Public Works Director  
96135 Nassau Place  
Yulee, Florida 32097

Vendor: Electronic Recycling Center, Inc.  
Attn: Eduardo Rodriguez  
5501 NW 36 Ave

Miami, Florida 33142

**SECTION 33. Attorney's Fees.**

33.1 Notwithstanding the provisions of Section 27 hereinabove, in the event of any legal action to enforce the terms of this Contract each party shall bear its own attorney's fees and costs.

**SECTION 34. Authority to Bind.**

34.1 The Vendor represents and warrants that the Vendor's undersigned representative if executing this Contract on behalf of a partnership, corporation or agency has the authority to bind the Company to the terms of this Contract.

**SECTION 35. Conflicting Terms, Representations and No Waiver of Covenants or Conditions.**

35.1 In the event of any conflict between the terms of this Contract and the terms of any attachments, the terms of this Contract shall prevail.

35.2 All representations, indemnifications, warranties and guaranties made by the Vendor in this Contract, as well as all continuing obligations indicated in this Contract, shall survive final payment and termination or completion of this Contract.

35.3 The failure of either party to insist on strict performance of any covenant or condition herein, or to exercise any option herein contained, shall not be construed as a waiver of such covenant, condition, or option in any other instance.

35.4 The Vendor warrants that all goods and/or services provided by the Vendor under this Contract shall be merchantable. All goods provided shall be of good quality within the description given by the County, shall be fit for their ordinary purpose, shall be adequately contained and packaged with the description given by the County, shall conform to the agreed upon specifications, and shall conform to the affirmations of facts made by the Vendor or on the container or label.



**SECTION 36. Construction of Contract.**

36.1 The parties hereby acknowledge that they have fully reviewed this Contract and any attachments and have had the opportunity to consult with legal counsel of their choice, and that this Contract shall not be construed against any party as if they were the drafter of this Contract.

**SECTION 37. Headings.**

37.1 The section headings and captions of this Contract are for convenience and reference of the parties and in no way define, limit or describe the scope or intent of this Contract or any part thereof.

**SECTION 38. Entire Agreement and Execution.**

38.1 This Contract, together with any attachments, constitutes the entire Contract between the County and the Vendor and supersedes all prior written or oral understandings.

38.2 This Contract may be executed in any number of counterparts; each executed counterpart hereof shall be deemed an original; and all such counterparts, when taken together, shall be deemed to constitute one and the same instrument.

**SECTION 39. Change of Laws.**

39.1 If there is a change in any state or federal law, regulation or rule or interpretation thereof, which affects this Contract or the activities of either party under this Contract, and either party reasonably believes in good faith that the change will have a substantial adverse effect on that party's rights or obligations under this Contract, then that party may, upon written notice, require the other party to enter into good faith negotiations to renegotiate the terms of this Contract. If the parties are unable to reach an agreement concerning the modification of this Contract within fifteen (15) days after the date of the notice seeking renegotiation, then either party may terminate this Contract by written notice to the other party. In such event, Vendor shall be paid its compensation for the goods and/or services provided prior to the termination date.

IN WITNESS WHEREOF, the parties have executed this Contract which shall be deemed an original on the day and year last written below.

NASSAU COUNTY, FLORIDA

Taco E. Pope, AICP

By: Taco Pope  
Its: County Manager  
Date: 9/8/2023

Attest as to authenticity of the Chair's signature:

N/A  
JOHN A. CRAWFORD  
Its: Ex-Officio Clerk

Approved as to form and legality by the Nassau County Attorney

Denise C. May 9/8/2023  
DENISE C. MAY

ELECTRONIC RECYCLING CENTER, INC.

Eduardo Rodriguez

By: Eduardo Rodriguez  
Its: President  
Date: 9/8/2023



# INVITATION TO BID

## NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS

<b>Solicitation Title:</b> End-of-Life Electronic Equipment Disposal	<b>Issue Date:</b> June 14, 2023
<b>Solicitation Number:</b> NC23-045-ITB	<b>Project/Contract Duration:</b> Two (2) Years form Contract Execution
<b>Requesting Department:</b> Solid Waste	<b>Procurement Contact:</b> Thomas O'Brien, Procurement Specialist tobrien@nassaucountyfl.com
<b>Contact Address:</b> 96135 Nassau Place, Suite 2 Yulee, Florida 32097	<b>Contact Information:</b> procurement@nassaucountyfl.com
<b>Bid Due Date and Opening Date/Time:</b> July 6, 2023 at 10:00 AM EST	
<b>Pre-Bid Date/Time:</b> N/A	<b>Deadline for Questions:</b> June 23, 2023 @ 4:00 PM EST
<b>Location of Bid Opening:</b> Robert M. Foster Justice Center, 76347 Veterans Way, Second Floor, Yulee, Florida 32097	

In accordance with the intent and content of this solicitation, we the undersigned do hereby offer to perform as stipulated in this Bid. Failure to do so may result in the forfeiting of bid security, removal from the County's vendor list, or other remedies available to the County under the laws of the State of Florida.

<b>Legal Name of Respondent:</b>		
<b>Business Address:</b>		
<b>Phone Number:</b>	<b>Email:</b>	<b>FL License Number:</b>
<b>Authorized Signature:</b>		<b>Date:</b>
<b>Printed Name of Signer:</b>		<b>Title:</b>

### General Instructions/Declarations

1. Bid results will be available pursuant to Florida Statute 119.071(b).
2. Bids must be submitted on the forms furnished by the County within this solicitation, unless otherwise specified below.
3. This page must be completed and returned as the top sheet of any Bid submitted.
4. It is the intent and purpose of Nassau County that this solicitation promotes competitive bidding. It shall be the Bidder's responsibility to advise the Procurement Department via the County's electronic bidding platform if, in the Bidder's opinion, any language, requirements, etc. inadvertently restricts or limits competition. Such notification must be submitted via the County's electronic bidding platform and must be received by the Procurement Department no later than the Deadline for Questions date and time stated above.

**(THIS PAGE MUST BE RETURNED WITH YOUR BID)**

## TABLE OF CONTENTS

SECTION A	INTRODUCTION AND GENERAL INFORMATION
SECTION B	INSTRUCTIONS TO BIDDERS
SECTION C	GENERAL PROVISIONS
SECTION D	SPECIAL PROVISIONS
SECTION E	AWARD OR REJECTION OF BIDS
EXHIBIT "A"	PRICE SHEET
EXHIBIT "B"	SCOPE OF WORK AND SPECIFICATIONS
EXHIBIT "C"	INSURANCE REQUIREMENTS
FORM "A"	ADDENDA ACKNOWLEDGEMENT
FORM "B"	PUBLIC ENTITY CRIMES
FORM "C"	EXPERIENCE OF BIDDERS
FORM "D"	DRUG-FREE WORKPLACE CERTIFICATION
FORM "E"	E-VERIFY AFFIDAVIT
ATTACHMENT "I"	DRAFT CONTRACT

## SECTION A. INTRODUCTION AND GENERAL INFORMATION

**A1.** Summary:

The Nassau County Board of County Commissioners (BOCC) is seeking bids from qualified vendors to provide End-of-Life Electronic Equipment Disposal on an as needed basis.

**A2.** Term of Contract:

The Term of the resulting contract is to be for an initial period of two (2) years from the date of execution by both the County and the successful Vendor.

Option to Renew for Three (3) Additional One-Year Periods

Prior to, or upon completion, of that initial term, the County shall have the option to renew this contract for three additional one-year periods. Continuation of the contract beyond the initial period, and any option subsequently exercised, is in the sole discretion of the County.

It is the Vendor's responsibility to request any pricing adjustment under this provision. For any adjustment to commence on the first day of any exercised option period, the Vendor's request for adjustment should be submitted 90 calendar days prior to expiration of the then current contract term. The Vendor adjustment request should not be in excess of the relevant pricing index change. If no adjustment request is received from the Vendor, the County will assume that the Vendor has agreed that the optional term may be exercised without pricing adjustment. Any adjustment request received after the commencement of a new option period may not be considered.

The County reserves the right to negotiate lower pricing for the additional term(s) based on market research information or other factors that influence price. The County reserves the right to apply any reduction in pricing for the additional term(s) based on the downward movement of the applicable index.

## SECTION B. INSTRUCTIONS TO BIDDERS

- B1.** Bidders are expected to carefully examine these solicitation forms, specifications, attached drawings (if any), and all instructions. Failure to do so will be at the Bidder's risk. Bidders, without exception, will be solely responsible for all aspects of the terms, conditions, and special provisions of this solicitation.
- B2.** All bids must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.
- B3.** The term "County" means the Nassau County Board of County Commissioners, a political subdivision of the State of Florida, and its authorized designees, agents, and employees.
- B4.** Each Bidder shall furnish the information required on the Bid Price Sheet and each accompanying sheet thereof, if applicable, on which she/he makes an entry. Offers submitted on any other format may be disqualified.
- B5.** All bids must be submitted electronically via the County's electronic bidding platform ([PlanetBids](#)), accessible via the County's website.

It is the Bidder's responsibility to ensure that bids are received in the County's electronic bidding platform before the Bid due date and time. **The platform will not allow Bids after the cut-off time EVEN IF YOU ARE IN THE PROCESS OF SUBMITTING YOUR BID**



**WHEN THE CUT-OFF TIME ARRIVES.** Please plan your submittal timing accordingly. No mailed, facsimile, or emailed Bids will be considered.

- B6.** Bids will be opened at the Office of the Clerk on the date and time specified on the cover page of this solicitation at the Robert M. Foster Justice Center, 76347 Veterans Way, Yulee, Florida. The public is invited to attend.
- B7.** The County reserves the right to request any additional information needed for clarification from any Bidder for evaluation purposes.
- B8.** Pursuant to recent changes in Florida Statutes Chapter 119.071 (General Exemptions from inspection or copying of public records) the bid opening process is temporarily exempt from Public Records requirements, except bids received pursuant to a competitive solicitation for construction or repairs on a public building or public work. Information may be released to the public once the Board provides a notice of intended decision or 30 days after the bid opening, whichever is earlier.

Pursuant to recent changes in Florida Statutes Chapter 286.0113 (General exemptions from public meeting requirements) any portion of a meeting in which negotiations with a vendor is conducted as part of the "competitive negotiation" process at which a vendor makes an oral presentation or answers questions as part of the "competitive solicitation" process are exempt from public meeting requirements until the Board provides notice of an intended decision or until 30 days after bid opening, whichever is earlier. Any portion of a committee meeting at which negotiation strategies are discussed is exempt.

A complete record shall be made of any portion of an exempt meeting; no portion may be held off the record. The recording of and any records presented at the exempt meeting are exempt from FS 119.071 until such time as the board provides notice of an intended decision or 30 days after opening the bids, proposals, or final replies.

Please refer to Florida Statutes 119.071, 255.0518 and 286.0113 for further details.

- B9.** Bids may not be withdrawn for a period of ninety (90) days after the Bid opening date. Bids may be withdrawn or modified at any time before the Bid due date during which the Bidder may withdraw their Bid or make any needed modification(s) and resubmit without prejudice by utilizing the modification/withdrawal feature within the County's electronic bidding platform.
- B10.** Please check your pricing before submitting your Bid, as no changes in pricing will be allowed after the Bid opening. In cases of the extended price irregularities, unit pricing will prevail. Please note that the County reserves the right to clarify and correct blatant unit price or extended price and/or calculation errors.
- B11.** Be sure to sign your Bid. Failure to include proper signatures on the required documents may result in a disqualification of that Bid. Signature should be by an authorized person that can legally bind the company to this engagement.
- B12.** Bidders are advised that the County will not accept limitations on liability from any vendor. The successful Bidder(s) will be fully liable for all damages and events caused by them, without any limitations, and they shall waive any rights of subrogation as a part of any contract resulting from this solicitation and associated submittal. The County will pursue liable Bidders to the extent allowed by law for damages caused by them during the performance of a contract with the County. Any Bid received that limits liability will be considered unresponsive and will not be accepted by the County.

- B13.** Bidder shall include in their Bid package a copy of their current, valid insurance coverage certification that meets or exceeds the requirements of included with this solicitation.
- B14. Participation in E-Verify Required by Law:** Pursuant to Florida Statute 448.095, all vendors doing business with Nassau County are required to register with, and participate in, the federal government's E-Verify program ([www.e-verify.gov](http://www.e-verify.gov)). Bidders will be required to provide proof of registration from E-Verify along with a completed affidavit certifying their compliance with F.S. 448.095. By submitting a Bid to this solicitation, Bidder acknowledges and agrees that:
- (a) If the County has a good faith belief that a person or entity with which it is contracting has knowingly violated §448.09(1), Florida Statutes, the contract shall be terminated,
  - (b) If the County has a good faith belief that a subcontractor knowingly violated §448.095(2), but the Prime Contractor otherwise complied with §448.095(2), Florida Statutes, shall promptly notify the Prime Contractor and order the Prime Contractor to immediately terminate their contract with the subcontractor,
  - (c) A contract terminated under subparagraph a) or b) is not a breach of contract and may not be considered as such,
  - (d) Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination, and
  - (e) If a contract is terminated for a violation of F.S. 448 by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.
- B15.** Bidders are required to refrain from contacting any County Departments, Divisions, or external agents or consultants about this solicitation during the solicitation process. **ANY QUESTIONS FROM VENDORS MUST BE RECEIVED VIA THE COUNTY'S VENDOR PORTAL.** Failure to comply with this requirement may result in disqualification of your bid and egregious and/or repeated violations may result in debarment from future solicitations, contracts, or other business with the County.

Questions received will be formatted by Procurement and issued to all interested parties in the form of an addendum. Oral questions and/or answers are not authorized outside of a Pre-Bid Conference setting (if applicable), and **the County will not entertain any verbal communications regarding this or any other solicitation.** All questions regarding this solicitation must be received by the date and time specified on the first page of this solicitation. Questions received after this date will not be reviewed.

Inquiries or requests for clarification must provide the questions along with the relevant Section(s), Subsection(s), Paragraph(s), and page number(s) of the competitive solicitation being questioned by the Bidder.

The County will consider the Bidder's lack of inquiries or requests for clarification prior to the Deadline for Questions to constitute the Bidder's acceptance of all of the terms, conditions, and requirements as stated in this solicitation and any addenda or amendments thereto.

- B16.** It will be the responsibility of the Bidder to visit the County's electronic bidding platform –

prior to submitting a bid – to ascertain if any addenda have been issued and to review those addenda, if applicable. Bidders must complete and return the enclosed Addenda Acknowledgement Form with their bid. Failure to comply may result in disqualification of the bid.

## SECTION C. GENERAL PROVISIONS

- C1. Terms & Conditions:** Bidder proposes and agrees, if their bid is accepted, to enter into a contract with the Nassau County Board of County Commissioners, to perform and furnish all goods and services specified in the contract documents, consistent with this solicitation, for the agreed-upon price, within the agreed timeframe indicated in this solicitation, and in accordance with the other terms and conditions of the contract. The successful Bidder(s) shall execute and return to the County, within ten (10) days after receipt, all contractual documents, performance, and payment bonds (if applicable), insurance certificates, E-Verify documentation, and any other documents required by this solicitation. No Contract shall be considered binding upon the County until it has been properly executed by all parties.
- C2. Receiving/Payment/Invoicing:** The County shall pay all vendors within forty-five (45) calendar days of receipt of an invoice, in accordance with the Local Government Prompt Payment Act (Florida Statute 218.70). Payment shall not be made until goods/services have been received, inspected, and accepted by the County as to the quality and quantity ordered and received. Payment will be accomplished by submission of an invoice, with the contract number referenced thereon, emailed to the County Department receiving the goods or services from the Vendor. Payment in advance of receipt of goods/services by the County will not be made.
- Invoice submitted shall be in sufficient detail as to item, service, quantity, and price in order for the County to verify compliance with the contract.
- C3. Acceptance of Goods/Services:** Receipt of goods/services shall not constitute acceptance. Final acceptance and authorization of payment shall be given only after a thorough inspection indicates that the goods/services meet solicitation and contract specifications and conditions. Should the goods/services differ in any respect from specifications, payment will be withheld until such time as the supplier takes all necessary corrective action(s).
- C4. Taxes:** Nassau County is tax exempt. As such, the County will not pay any Federal Excise or State of Florida Sales and Use Taxes. Vendors shall not include taxes in any Bid, invoice, or statement.
- C5. Independent Pricing:** By submitting a bid, the Bidder certifies that in connection with this solicitation:
- (a) The prices in the bid have been arrived at independently, without consultation, communication, collusion, or agreement with any other offeror or competitor for the purpose of restricting competition, and
  - (b) No attempt has been made or will be made by the Bidder to influence any other person or firm to submit or not submit a bid for the purpose of restricting competition.
- C6. Conflict of Interest – Business Association:** All Bidders must disclose with their offer the name of any officer, director, or agent who is also an officer or employee of the County

or related to an officer or employee of the County. Further, all bidders must disclose the name of any Nassau County officer or employee who has, either directly or indirectly, any interest of the Bidder's firm or any of its branches, affiliates, or subsidiaries. Notwithstanding any other provision of law, failure to disclose will result in disqualification of the bid and/or cancellation of work without the County being in breach of contract. The County will seek damages for recoupment of losses for having to re-solicit or re-assign and further reserves the right to debar any vendor who fails to disclose.

- C7. Conflict of Interest – Advisory Boards:** Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit an advisory board member of the County from holding any employment or contractual relationship with any business entity doing business with the County. Section 112.313(12), Florida Statutes, provides that an advisory board member will not be in violation of the prohibition if certain conditions are met, including the filing of a disclosure form with the County, which is the sole responsibility of the Bidder and must be filed prior to or at the time of submission of the bid. A copy of the filed disclosure form shall be included as part of the Bidder's response.

The advisory board member is required to, prior to or at the time of the submissions of the bid, file a statement with the County, disclosing their interest and the nature of the intended business.

The advisory board member, or his or her spouse, child, or other relative, is required to have in no way used or attempted to use his or her influence to persuade a member of the County or any of its personnel to enter into such a contract other than by the mere submission of the bid.

The advisory board member, or his or her spouse, child, or other relative, is required to have in no way participated in the determination of the solicitation's specifications or the determination of the responsible and responsive Bidder.

- C8. Additional Terms and Conditions:** No additional terms and conditions included with the bid shall be evaluated or considered. Any such additional terms and conditions shall have no force and effect and are inapplicable to this solicitation and the bid submitted. If submitted either purposely through intent or design, or inadvertently appearing separately in transmitting letters, specifications, literature, price lists, or warranties, it is understood and agreed that the general and special conditions in this solicitation and contract documents are the only conditions applicable to this solicitation and the Bidder's authorized signature affixed to the response attests to this.

- C9. Public Records Requirement:** The County is a public agency subject to Chapter 119, Florida Statutes. IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 530-6010, RECORDS@NASSAUCOUNTYFL.COM, 96135 NASSAU PLACE, SUITE 1, YULEE, FLORIDA 32097. To the extent that the selected vendor(s) provide(s) goods and/or services to the County, and pursuant to Florida Statute 119.0701, the Vendor(s) shall:
- (a) Keep and maintain public records required by the public agency to perform the service,
  - (b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this

chapter or as otherwise provided by law,

- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the vendor does not transfer the records to the public agency, and
- (d) Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the vendor or keep and maintain public records required by the public agency to perform the service. If the vendor transfers all public records to the public agency upon completion of the contract, the vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the vendor keeps and maintains public records upon completion of the contract, the vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency. If a vendor does not comply with a public records request, the County shall enforce the contract provisions in accordance with the contract.

**C10. Public Entity Crimes:** A person or affiliate who has been placed on the Convicted Vendor List following a conviction for a public entity crime may not submit a Bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a vendor, supplier, sub-vendor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statute 287.017 for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. The enclosed sworn statement for Public Entity Crimes under Florida Statute 287.133(3)(a) must be submitted with the Bid.

**C11. Debarred Vendors:** The County reserves the right to withhold award, rescind an award, or forego award to any Bidder who is found to have been debarred from doing business with the State of Florida or any other public entity. It shall be County's sole determination as to the desirability of contracting with a Bidder who has been barred from doing business with a public entity.

**C12. Equal Opportunity:** The County recognizes fair and open competition as a basic tenet of public procurement and encourages participation by veteran-, minority-, and woman-owned businesses. Such businesses are to be afforded a full opportunity to participate in any procurement by the County and will not be subject to discrimination on the basis of race, color, creed, religion, sex, gender, disability, political affiliation, or national origin.

The County is an equal opportunity/affirmative action employer. The County is committed to equal employment opportunities and expects firms that do business with the County to do the same.

#### **SECTION D. SPECIAL PROVISIONS**

**D1. Minimum Standard:** Specifications listed herein describe the expected minimum standard. These specifications are intended to be descriptive in nature and are not intended to eliminate, discourage, impede, or otherwise prevent any vendor from submitting a bid.

- D2. Experience of Bidder:** Bidder must be a provider currently doing business with the general public, servicing a minimum of three (3) commercial or public entity accounts equal in size and scope to this solicitation, and be properly licensed to do business in the State of Florida for no less than three (3) years.
- D3. Attachments/Exhibits:** All attachments and exhibits are made an essential part of this solicitation. If you choose not to respond to this solicitation, please complete and return the enclosed Statement of "No-Bid" prior to the bid opening.
- D4. Bid Bond (If Applicable):** A Responder submitting a response that is valued at one hundred thousand dollars (\$100,000.00) or more must submit a Bid Bond payable to the County for five percent (5.0%) of the total amount of the response in order for their submittal to be considered responsive. **The original Bid Bond must be mailed to the Office of Ex-Officio Clerk, 76347 Veterans Way Suite 456, Yulee, Florida 32097, with attention to the bid number of this solicitation. A copy of the Bid Bond is also to be uploaded in the County's vendor portal upon submission of bid.**

The Bid Bonds of the unsuccessful responders shall be returned by the County, and the Bid Bond of the successful responder will be retained until Performance and Payment Bonds have each been executed and approved, after which time the successful Responder's Bid Bond will be returned. A certified check may be used in lieu of a Bid Bond and shall be payable to the County. Responders who fail or refuse to provide a required Bid Bond will be disqualified from further consideration.

- D5. Performance/Payment Bond (If Applicable):** If awarded a Contract for a project totaling one hundred thousand dollars (\$100,000.00) or more, the successful bidder, within ten (10) calendar days of contract execution, must provide an acceptable Performance Bond and Payment Bond, each in the amount of one hundred percent (100.0%) of the Contract, and issued by a corporate surety licensed to do business in the State of Florida and Nassau County, for the faithful performance of the work outlined in the enclosed Technical Specifications/Scope of Work.

Pursuant to F.S. 255.05(1)(b), contracts entered into on or after October 1, 2012 require that "before commencing the work or before recommencing the work after a default or abandonment, the Contractor shall provide to the public entity a certified copy of the recorded bond[s]. Notwithstanding the terms of the Contract or any other law governing prompt payment for construction services, the public entity may not make a payment to the Contractor until the Contractor has complied with this [requirement]." Certified Copy of Recorded Performance and Payment Bonds are to be sent to the following address: *Office of Ex-Officio Clerk, 76347 Veterans Way Suite 456, Yulee, Florida 32097*, with attention to the bid number of this solicitation.

## **SECTION E. AWARD OR REJECTION OF BIDS**

### **E1. METHOD OF AWARD:**

Award will be made to the most responsive/responsible vendor to the solicitation with the highest cost that meets or exceeds the specifications. Please note that the County reserves the right to contract with multiple vendors.

- E2.** The County reserves the right to reject any or all bids, with or without cause, without recourse, or to waive technicalities or to accept bids which, in its sole judgment, best serve the interests of the County. Response to this solicitation is considered an operational cost of the Bidder and shall not be passed on to or borne by the County. The County also reserves

the right to reject the response of a Bidder who has previously failed to perform properly, completely, on-time and/or on-cost, contracts of a similar nature, or that are not, in the County's sole discretion, in a position to perform the contract.

- E3.** Any cause including, but not limited to, the following may be considered as sufficient for the disqualification of a Bidder and the rejection of its submittal:
- (a) Submission of more than one bid for the same work by an individual, firm, partnership, or corporation under the same or different names,
  - (b) Evidence of collusion among Bidders, or previous participation in collusive bidding or proposing on work for the County,
  - (c) Any material misrepresentation,
  - (d) Uncompleted work for which the Bidder is committed by contract which, in the judgment of the County, might hinder or prevent the prompt completion of the work under this contract if awarded to Bidder,
  - (e) Violations of the Cone of Silence as provided for herein,
  - (f) Actual or potential conflict of interest as provided for in Section 112.313(3), Florida Statutes, or
  - (g) Conviction for a public entity crime as provided for in Section 287.133, Florida Statutes.
- E4.** The County will provide a contract for the successful Bidder's execution.
- E5.** The award of a contract does not constitute an order nor a Notice to Proceed. Before any services can be performed, the successful Bidder must receive written authorization from the County.
- E6.** Award will be made without further negotiation based upon competitive bids; therefore only "best and final pricing" should be submitted in response to this solicitation.

**The remainder of this page was intentionally left blank.**

**EXHIBIT "A"**  
**PRICE SHEET**

<b>Bid Item</b>	<b>Description</b>	<b>Estimated Qty.</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Extended Total</b>	<b>Contractor Pays</b>	<b>County Pays</b>
1	Computer CRT Monitor < 19"	25	Each	\$	\$	<input type="checkbox"/>	<input type="checkbox"/>
2	Computer CRT Monitor > 19"	50	Each	\$	\$	<input type="checkbox"/>	<input type="checkbox"/>
3	Computer Flat Screen (non-CRT) < 19"	50	Each	\$	\$	<input type="checkbox"/>	<input type="checkbox"/>
4	Computer Flat Screen (non-CRT) > 19"	50	Each	\$	\$	<input type="checkbox"/>	<input type="checkbox"/>
5	CRT, Broken (all sizes)	10	Each	\$	\$	<input type="checkbox"/>	<input type="checkbox"/>
6	Laptop Computers (all sizes)	100	Each	\$	\$	<input type="checkbox"/>	<input type="checkbox"/>
7	CPUs (complete)	200	Each	\$	\$	<input type="checkbox"/>	<input type="checkbox"/>
8	CPU's (incomplete)	150	Each	\$	\$	<input type="checkbox"/>	<input type="checkbox"/>
9	Misc. Electronics (including but not limited to): radios/stereos telephones, desktop & wall mount camcorders & cameras VCRs & DVD players scanners fax machines	8,000	lbs	\$	\$	<input type="checkbox"/>	<input type="checkbox"/>
10	Copier, Floor Model	2	Each	\$	\$	<input type="checkbox"/>	<input type="checkbox"/>
11	Copier, Desktop Model	5	Each	\$	\$	<input type="checkbox"/>	<input type="checkbox"/>
12	Printers (including but not limited to): thermal type laser jet type ink jet type bubble jet type 3D type impact type	5,000	lbs	\$	\$	<input type="checkbox"/>	<input type="checkbox"/>
13	TV with CRT < 19"	100	Each	\$	\$	<input type="checkbox"/>	<input type="checkbox"/>



14	TV with CRT > 19"	300	Each	\$	\$	<input type="checkbox"/>	<input type="checkbox"/>
15	TV Flat Screen (non-CRT) < 19"	100	Each	\$	\$	<input type="checkbox"/>	<input type="checkbox"/>
16	TV Flat Screen (non-CRT) > 19"	300	Each	\$	\$	<input type="checkbox"/>	<input type="checkbox"/>
17	Misc. Media Drives (including but not limited to): tape drives hard drives CD/DVD drives MP3 Players	500	Pound	\$	\$	<input type="checkbox"/>	<input type="checkbox"/>
18	Misc. Cables & Mixed Wires	200	Pound	\$	\$	<input type="checkbox"/>	<input type="checkbox"/>
19	Power Supplies (UPS) with battery	500	Pound	\$	\$	<input type="checkbox"/>	<input type="checkbox"/>
20	Misc. Mixed chips & circuit boards	100	Pound	\$	\$	<input type="checkbox"/>	<input type="checkbox"/>
21	Cell Phones	100	Pound	\$	\$	<input type="checkbox"/>	<input type="checkbox"/>
22	Computer Tablets (ipads, etc.)	100	Each	\$	\$	<input type="checkbox"/>	<input type="checkbox"/>
23	Batteries: Lithium/Lithium Ion	50	Pound	\$	\$	<input type="checkbox"/>	<input type="checkbox"/>
24	Batteries: Nickel-Metal Hydride	50	Pound	\$	\$	<input type="checkbox"/>	<input type="checkbox"/>
25	Batteries: Nickel-Cadmium	10	Pound	\$	\$	<input type="checkbox"/>	<input type="checkbox"/>
26	Batteries: Magnesium	10	Pound	\$	\$	<input type="checkbox"/>	<input type="checkbox"/>
27	Mobilization Fee for Remote Collection Events	2	Each	\$	\$	<input type="checkbox"/>	<input type="checkbox"/>
<b>Grand Total (County Pays - Contractor Pays)</b>					\$		
<b>Awarded to Highest Bidder meet specifications</b>							

The undersigned declares that they have examined the Notice to Bidders, Instructions to Bidders, and Specifications and is informed fully with regard to all terms and conditions pertaining thereto and agrees under these specifications at the prices set forth above.

By: \_\_\_\_\_

(Signature)

\_\_\_\_\_  
(Above name printed or typed)

Company: \_\_\_\_\_

**Address:** \_\_\_\_\_

**City, State, Zip:** \_\_\_\_\_

**Phone #:** \_\_\_\_\_

**E-mail:** \_\_\_\_\_

## **EXHIBIT "B"** **SCOPE OF WORK AND SPECIFICATIONS**

### **Specifications**

Nassau County is seeking vendors to collect, re-use, de-manufacture, recycle, dispose, and document End-of-Life Electronic Equipment (EEE) from the residents of Nassau County. Removal will occur bi-weekly of accumulated EEE waste from the Nassau County Convenience Recycle Center located at 46026 Landfill Rd Callahan, FL 32011.

- (a) Bidder and/or their designated subcontractors must meet all local, state, and federal requirements for the proper handling, transport, storage, and recycling of EEE materials.
- (b) Bidder must submit proof of an EPA identification number and proof of completion and submittal of FDEP Form 8700-12FL "Florida Notification of Regulated Waste Activity". Failure to submit this information at the time of bid opening will be grounds for bid rejection.
- (c) Bidder may be required to collect at remote Household Hazardous Waste (HHW) collection events
  - i) The County estimates a minimum of two (2) remote HHW collection events.
  - ii) Collection events will be conducted at various locations throughout the County. A list of locations, which may vary from year to year, will be provided before December 31st of each preceding year.
  - iii) Events will be held on Saturdays between the hours of 8:00 AM and 12:00 PM.
  - iv) Additionally, the County will accept EEE waste at the Nassau County Convenience Recycle Center during normal facility hours.
- (d) If requested, the Bidder shall be responsible for off-loading EEE materials from the customer's vehicle. The Contractor shall sort, count, record, pack and transport the EEE to the Contractor's designated facility. All labor, vehicles, equipment, and materials (i.e., tent(s) needed in the performance of the specified work) shall be provided by the Contractor. The Contractor shall be set up and operational a minimum of thirty (30) minutes prior to the start of each EEE collection event and remain at the remote site for a minimum of thirty (30) minutes after the end of the collection event. Prior to leaving the site, the Contractor shall insure that all EEE waste has been removed and the site is left in a clean and neat manner.
- (e) If requested to assist at a remote collection event, the Contractor shall record at a minimum, the types of EEE materials received, the number of units of EEE received and the total weight of material received.
- (f) During remote collection events, EEE materials shall only be accepted from Nassau County residents.
- (g) The Contractor shall not accept business EEE at any remote collection event. The Contractor shall provide the option for a pick-up service for commercial very small quantity generators (VSQGs) or to have the VSQG deliver the EEE to the Contractor's facility at the price specified in the contract. The Contractor shall directly bill the VSQGs for all labor, packaging, freight, disposal, and taxes incurred for all EEE directly collected and disposed of from VSQGs under this contract.

- (h) If requested, the Contractor shall staff each EEE remote collection with a minimum of one (1) project manager and sufficient laborers to unload citizen's vehicles at the remote collection events in an efficient and timely manner. The Contractor's project manager shall remain on-site at all times during the collection event. The Contractor shall have additional personnel available if needed to provide an efficient operation, which does not delay the customer.
- (i) If requested, within fifteen (15) days of notification, the Contractor shall conduct EEE collection in conjunction with the County's remote HHW collection events. The exact number of remote collection events conducted during the contract period is at the sole discretion of the Nassau County, Solid Waste Division.
- (j) The County shall provide local advertising, event signs, traffic cones, trash receptacles and access to restroom facilities at County-owned properties for each remote event.
- (k) Additional remote collection events may be scheduled based upon available funding. All events will be conducted within the boundaries of Nassau County.
- (l) The Contractor shall weigh and record the net weight of all collected EEE on a Florida State Department of Agriculture Certified Scale(s).
  - i) The scale(s) must be capable of accurately weighing from one (1) pound to four hundred (400) pounds or more.
  - ii) The Contractor shall submit a report with each invoice itemizing the quantities and weights of each bid item collected, the total weight of all material recycled, and the total weight of all material disposed.
  - iii) The Contractor shall submit the required records, reports, and invoice to the Solid Waste Division-within fifteen (15) consecutive days from a pick-up at the County's household hazardous waste facility or after a remote collection event.
  - iv) A statement must be provided on each invoice certifying that all materials have been handled, stored, recycled and/or disposed in accordance with all state, federal and local laws, and regulations.
- (m) All processing/recycling disposal subcontractors used by the Contractor for the disposal and or recycling of Cathode Ray tubes (CRT) and other electronics equipment, lead-bearing or mercury bearing components, and other residuals shall comply with all federal, state, and local rules and regulations. The Contractor shall provide record of final disposition of EEE not recycled. If non-hazardous materials will be sent overseas by your business partners, service providers, or other third parties, provide information outlining their export policies.
- (n) The Contractor shall submit, at the time of bid opening, documentation on all facilities intended for use during the de-manufacturing, recycling, and reclaiming of EEE. The document shall include proof of required regulatory permits as well as environmental protection compliance records for the previous three (3) years. The documentation shall be maintained on file with the Contractor for the duration of the Contract. Any changes to the file shall be submitted for County review at least seventy-two (72) hours prior to the collection of any EEE from the County.
- (o) The Contractor shall provide documentation of all end markets they will use for EEE recovered components and recovered materials during the course of the Contract. Acceptable documentation includes

- i) Letters or agreements/Contracts on subcontractors' letterhead
  - ii) Copies of agreements/Contracts indicating scope of agreement, dates, and signatures
  - iii) Sworn affidavit from Contractor-on-Contractor letterhead.
- (p) The County reserves the right to accept or reject each item individually or as a whole.
- (q) All pricing shall include freight, delivery, and handling charges
- (r) The payment for services will be contingent upon the accurate and timely submission of required reports to the Solid Waste Division as described herein. Additionally, the contractor must submit a signed affidavit with each request certifying that no hazardous waste collected under this contract has been shipped to foreign or overseas countries and that all materials have been stored, recycled, or disposed in compliance with local, state, and federal laws, rules and regulations.

**The remainder of this page was intentionally left blank.**

**EXHIBIT "C"**  
**INSURANCE REQUIREMENTS**

**GENERAL INFORMATION AND MINIMUM INSURANCE REQUIREMENTS**

**COMMERCIAL GENERAL LIABILITY INSURANCE**

The Vendor/Contractor shall purchase and maintain at the Vendor/Contractor's expense Commercial General Liability insurance coverage (ISO or comparable Occurrence Form) for the life of this Contract. Modified Occurrence or Claims Made forms are not acceptable.

The Limits of this insurance shall not be less than the following limits:

Each Occurrence Limit	\$1,000,000
Personal & Advertising Injury Limit	\$1,000,000
Products & Completed Operations Aggregate Limit	\$2,000,000
General Aggregate Limit (other than Products & Completed Operations) Applies Per Project	\$2,000,000

General liability coverage shall continue to apply to "bodily injury" and to "property damage" occurring after all work on the Site of the covered operations to be performed by or on behalf of the additional insureds has been completed and shall continue after that portion of "your work" out of which the injury or damage arises has been put to its intended use.

**WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE**

The Vendor/Contractor shall purchase and maintain at the Vendor/Contractor's expense Workers' Compensation and Employer's Liability insurance coverage for the life of this Contract.

The Limits of this insurance shall not be less than the following limits:

<u>Part One</u> – Workers' Compensation Insurance – Unlimited Statutory Benefits as provided in the Florida Statutes and	
<u>Part Two</u> – Employer's Liability Insurance	
Bodily Injury By Accident	\$500,000 Each Accident
Bodily Injury By Disease	\$500,000 Policy Limit
Bodily Injury By Disease	\$500,000 Each Employee

\*If leased employees are used, policy must include an Alternate Employer's Endorsement

**AUTOMOBILE LIABILITY INSURANCE**

The Vendor/Contractor shall purchase and maintain at the Vendor/Contractor's expense Automobile Liability insurance coverage for the life of this Contract.

The Limits of this insurance shall not be less than the following limits:

Combined Single Limit – Each Accident	\$1,000,000
---------------------------------------	-------------

Covered Automobiles shall include any auto owned or operated by the insured Vendor/Contractor, including autos which are leased, hired, rented or borrowed, including autos owned by their employees which are used in connection with the business of the respective Vendor/Contractor.

Vendor/Contractor shall require each of his Sub-Vendor/Contractors to likewise purchase and maintain at their expense Commercial General Liability insurance, Workers' Compensation and Employer's Liability coverage and Automobile Liability insurance coverage meeting the same limit and requirements as the Vendor/Contractors insurance.

**Certificates of Insurance and the insurance policies required for this Agreement shall contain –**

- **Endorsement that coverage afforded under the policies will not be cancelled or allowed to expire until at least thirty (30) days prior written notice has been given to Nassau County Board of County Commissioners.**
  - **Nassau County Board of County Commissioners must be named as an Additional Insured and endorsed onto the Commercial General Liability (CGL), Auto Liability policy (ies).**
  - **CGL policy for construction related contracts –**
    - **Additional Insured Endorsement must include Ongoing and Completed**
    - **CGL policy shall not be endorsed with Contractual Liability Limitation Endorsement or Amendment of Insured Contract Definition**
    - **CGL policy shall include broad form contractual liability coverage for the Contractors covenants to and indemnification of the Authority under this Contract**
- **Provision under General Liability, Auto Liability and Workers' Compensation to include a Waiver of Subrogation clause in favor of Nassau County Board of County Commissioners.**
- **Provision that policies, except Workers' Compensation, are primary and noncontributory.**

Certificates of Insurance and the insurance policies required for this Agreement shall contain a provision under General Liability, Auto Liability, Environmental Liability and Workers' Compensation to include a Waiver of Subrogation clause in favor of Nassau County Board of County Commissioners.

All Insurers must be authorized to transact insurance business in the State of Florida as provided by Florida Statute 624.09(1) and the most recent Rating Classification/Financial Category of the insurer as published in the latest edition of "Best's Key Rating Guide" (Property-Casualty) must be at least A- or above.

All of the above referenced Insurance coverage is required to remain in force for the duration of this Agreement and for the duration of the warranty period. Accordingly, at the time of submission of final application for payment, Vendor/Contractor shall submit an additional Certificate of Insurance evidencing continuation of such coverage.

If the Vendor/Contractor fails to procure, maintain or pay for the required insurance, Nassau County Board of County Commissioners shall have the right (but not the obligation) to secure same in the name of and for the account of Vendor/Contractor, in which event, Vendor/Contractor shall pay the cost thereof and shall furnish upon demand, all information that may be required to procure such insurance. Nassau County Board of County Commissioners shall have the right to back-charge Vendor/Contractor for the cost of procuring such insurance. The failure of Nassau County Board of County Commissioners to demand certificates of insurance and endorsements evidencing the required insurance or to identify any deficiency in Vendor/Contractors coverage based on the evidence of insurance provided by the Vendor/Contractor shall not be construed as a waiver by Nassau County Board of County Commissioners of Vendor/Contractor's obligation to procure, maintain and pay for required insurance.

The insurance requirements set forth herein shall in no way limit Vendor/Contractors liability arising out of the work performed under the Agreement or related activities. The inclusions, coverage and limits set forth herein are minimum inclusion, coverage and limits. The required minimum policy limits set forth shall not be construed as a limitation of Vendor/Contractor's right under any policy with higher limits, and no policy maintained by the Vendor/Contractor shall be construed as limiting the type, quality or quantity of insurance coverage that Vendor/Contractor should maintain. Vendor/Contractor shall be responsible for determining appropriate inclusions, coverage and limits, which may be in excess of the minimum requirements set forth herein.

If the insurance of any Vendor/Contractor or any Sub-Vendor/Contractor contains deductible(s), penalty(ies) or self-insured retention(s), the Vendor/Contractor or Sub-Vendor/Contractor whose insurance contains such provision(s) shall be solely responsible for payment of such deductible(s), penalty(ies) or self-insured retention(s).

The failure of Vendor/Contractor to fully and strictly comply at all times with the insurance requirements set forth herein shall be deemed a material breach of the Agreement

**FORM A**  
**ADDENDA ACKNOWLEDGMENT**

Acknowledgment is hereby made of receipt of addenda issued during the solicitation period.	
Addendum # _____ through # _____	
<b>Signature of Person Completing:</b>	<b>Date:</b>
<b>Printed Name:</b>	<b>Title:</b> President



**FORM B  
SWORN STATEMENT  
UNDER FLORIDA STATUTE 287.133(3)(a) ON PUBLIC ENTITY CRIMES**

TO BE RETURNED WITH BID

THIS MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Proposal or Contract for \_\_\_\_\_.
2. This sworn statement is submitted by \_\_\_\_\_ (entity submitting sworn statement), whose business address is \_\_\_\_\_ and its Federal Employee Identification Number (FEIN) is \_\_\_\_\_. (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: \_\_\_\_\_.)
3. My name is \_\_\_\_\_ (please print name of individual signing), and my relationship to the entity named above is \_\_\_\_\_.
4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services, any leases for real property, or any contract for the construction or repair of a public building or public work, to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction or a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in paragraph 287.133(1)(a), Florida Statutes, means:
  - a. A predecessor or successor of a person convicted of a public entity crime; or
  - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not to fair market value under an arm's length agreement, shall be prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.
7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees,

members, and agents who are active in management of an entity. 8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. **(Please indicate which statement applies.)**

Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one of more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, and (Please indicate which additional statement applies.)

There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the Hearing Officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

State of: \_\_\_\_\_  
County of: \_\_\_\_\_

Sworn to (or affirmed) and subscribed before me by means of \_\_\_\_\_ physical presence or \_\_\_\_\_ online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by \_\_\_\_\_ who is \_\_\_\_\_ personally known to me or \_\_\_\_\_ produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_



**7. REFERENCES:**

List at least three references for which you have provided these services (similar scope/size) in the past five years - preferably government agencies.

Reference #1:

Company/Agency Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contract Person: \_\_\_\_\_  
Phone: Email: \_\_\_\_\_  
Project Description: \_\_\_\_\_  
Contract \$ Amount: \_\_\_\_\_  
Date Completed: \_\_\_\_\_

Reference #2:

Company/Agency Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contract Person: \_\_\_\_\_  
Phone: Email: \_\_\_\_\_  
Project Description: \_\_\_\_\_  
Contract \$ Amount: \_\_\_\_\_  
Date Completed: \_\_\_\_\_

Reference #3:

Company/Agency Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contract Person: \_\_\_\_\_  
Phone: Email: \_\_\_\_\_  
Project Description: \_\_\_\_\_  
Contract \$ Amount: \_\_\_\_\_  
Date Completed: \_\_\_\_\_

**8. NOTICE OF PARTIES AND BINDING AUTHORITY**

The following information is required if Respondent is selected for award of a contract with the County.

**Notice to Parties**

All notices, demands, requests for approvals or other communications shall be in writing, and shall be sent by registered or certified mail, postage prepaid, return receipt requested, or overnight delivery service (such as federal express), or courier service or by hand delivery to:

Contractor Name: \_\_\_\_\_  
Attn: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
\_\_\_\_\_

**Binding Authority**

The person to execute the contract must be an officer of the company. If not an officer of the company, Respondent must provide proof of signing authority. Please provide the name, email address, and phone number of person who will execute the contract, if awarded.

Name of Person to execute contract (if awarded): \_\_\_\_\_  
Title: *President* \_\_\_\_\_  
Email Address: \_\_\_\_\_  
Phone Number: \_\_\_\_\_

## FORM C DRUG FREE WORKPLACE CERTIFICATE

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that \_\_\_\_\_ (print or type name of firm):

1. Publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance in the workplace named above and specifying actions that will be taken against violations of such prohibition.
2. Informs employees about the dangers of drug abuse in the workplace, the firm's policy of maintaining a drug free working environment, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug use violations.
3. Gives each employee engaged in providing commodities or contractual services that are under bid or proposal, a copy of the statement specified above.
4. Notifies the employees that as a condition of working on the commodities or contractual services that are under bid or proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, plea of guilty or nolo contendere to, any violation of Chapter 1893, or any controlled substance law of the State of Florida or the United States, for a violation occurring in the work place, no later than five (5) days after such conviction, and requires employees to sign copies of such written statement to acknowledge their receipt.
5. Imposes a sanction on, or requires the satisfactory participation in, a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
6. Makes a good faith effort to continue to maintain a drug free workplace through the implementation of a drug free workplace program.

"As a person authorized to sign a statement, I certify that the above-named business, firm, or corporation complies fully with the requirements set forth herein."

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date Signed

State of: \_\_\_\_\_  
County of: \_\_\_\_\_

Sworn to (or affirmed) and subscribed before me by means of \_\_\_\_\_ physical presence or \_\_\_\_\_ online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by \_\_\_\_\_ who is \_\_\_\_\_ personally known to me or \_\_\_\_\_ produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_

**FORM E  
E-VERIFY AFFIDAVIT**

**NASSAU COUNTY E-VERIFY FORM UNDER  
SECTION 448.095, FLORIDA STATUTES**

Project Name: \_\_\_\_\_  
Bid No./Contract No.: \_\_\_\_\_

**DEFINITIONS:**

“Contractor” means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. “Contractor” includes, but is not limited to, a vendor or consultant.

“Subcontractor” means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

“E-Verify System” means an internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

**Effective January 1, 2021, Contractors, shall register with and use the E-Verify System in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of:**

- a. All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and
- b. All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with Nassau County. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security’s E-Verify System during the term of the contract is a condition of the contract with Nassau County; and
- c. Should vendor become the successful Contractor awarded for the above-named project, by entering into the contract, the Contractor shall comply with the provisions of Section 448.095, Florida Statutes, “Employment Eligibility”, as amended from time to time. This includes, but is not limited to, registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. The Contractor shall also execute the attached affidavit (Attachment “A”) attesting that the Contractor does not employ, contract with, or such affidavit for the duration of the contract; and
- d. Contractor shall also require all subcontractors to execute the attached affidavit (Attachment “B”) attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract.

**CONTRACT TERMINATION:**

- a. If Nassau County has a good faith belief that a Contractor has knowingly violated §448.09(1) or §448.095(2), Florida Statutes, the contract shall be terminated.
- b. If Nassau County has a good faith belief that a subcontractor has knowingly violated §448.09(1) or §448.095(2), Florida Statutes, but the Contractor otherwise complied with Chapter 448, Florida Statutes, Nassau County shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor.
- c. A contract terminated under subparagraph a) or b) is not a breach of contract and may not be considered as such.
- d. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination.
- e. If the contract is terminated for a violation of the Statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

**FORM E - 1  
CONTRACTOR E-VERIFY AFFIDAVIT**

I hereby certify that \_\_\_\_\_ (Contractor Company Name) does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of \_\_\_\_\_ (Contractor Company Name) proof of registration in the E-Verify system is attached to this Affidavit.

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this \_\_\_\_\_ (Date) by \_\_\_\_\_ (Name of Officer or Agent, Title of Officer or Agent) of \_\_\_\_\_ (Name of Contractor Company Acknowledging), a \_\_\_\_\_ (State or Place of Incorporation) Corporation, on behalf of the Corporation. He/She is personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Printed Name

My Commission Expires: \_\_\_\_\_



**FORM E - 2  
SUBCONTRACTOR E-VERIFY AFFIDAVIT**

I hereby certify that \_\_\_\_\_ (Subcontractor Company Name) does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of \_\_\_\_\_ (Subcontractor Company Name) proof of registration in the E-Verify system is attached to this Affidavit.

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_\_ (Date) by \_\_\_\_\_ (Name of Officer or Agent, Title of Officer or Agent) of \_\_\_\_\_ (Name of Contractor Company Acknowledging), a \_\_\_\_\_ (State or Place of Incorporation) Corporation, on behalf of the Corporation. He/She is  personally known to me or  has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Printed Name

My Commission Expires: \_\_\_\_\_

**ATTACHMENT "I"**

**CONTRACT FOR \*\*\*\*\* SERVICES**

THIS CONTRACT is entered into by and between the **BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA**, a political subdivision of the State of Florida, hereinafter referred to as the "County", and \_\_\_\_\_, located at \_\_\_\_\_, hereinafter referred to as the "Vendor".

WHEREAS, the County received \_\_\_\_\_ for \_\_\_\_\_ services, on \_\_\_\_\_ at \_\_\_\_\_; and

WHEREAS, the County has determined that the Vendor was the lowest, most responsive and responsible bidder; and

WHEREAS, all terms and conditions of the County's request for quote/bid/proposal and the Vendor's response are incorporated herein and made a part of this Contract by this reference; and

WHEREAS, a copy of the Vendor's Response Price Sheet is attached hereto as Exhibit "A" and made a part hereof.

NOW, THEREFORE, in consideration of the terms and conditions herein set forth, the County and the Vendor agree as follows:

**SECTION 1. Recitals.**

1.1 The above recitals are true and correct and are incorporated herein, in their entirety, by this reference.

**SECTION 2. Contract Exhibits.**

2.1 The Exhibits listed below are the exhibits incorporated into and made part of this Contract:

**Exhibit A**     **VENDOR'S RESPONSE PRICE SHEET**

**Exhibit B** VENDOR'S TECHNICAL SPECIFICATIONS/SCOPE OF WORK

**Exhibit C** INSURANCE DOCUMENTS

**SECTION 3. Description of Services and/or Materials to be Provided.**

3.1 The Vendor shall provide the services and/or materials further described in the *Vendor's Technical Specifications/Scope of Work*, a copy of which is attached hereto and incorporated herein as Exhibit "B". This Contract standing alone does not authorize the performance of any work or require the County to place any orders for work. The Vendor shall commence the work in accordance with the issuance of a written *Notice to Proceed* for services and/or materials issued by the County. The Vendor shall provide the services and materials as contained in the *Technical Specifications/Scope of Work* in a timely and professional manner in accordance with specifications referenced herein.

**SECTION 4. Payment and Invoicing.**

4.1 County shall pay Vendor in an amount not to exceed **XXXX** for the services referenced in Exhibit(s) A and B. No payment shall be made for services and/or materials without a proper County work authorization or purchase order. The Vendor shall submit a copy of all invoices to both the **Department** Director or designee and to [invoices@nassaucountyfl.com](mailto:invoices@nassaucountyfl.com) for payment. The invoice submitted shall include the contract number referenced and shall be in sufficient detail as to item, quantity and price in order for the County to verify compliance with the awarded bid specifications and conditions of this Contract. Payment shall not be made until services and/or materials have been received, inspected and accepted by the County in the quantity and/or quality ordered. Payment in advance of receipt of services and/or materials by the County **cannot** be made. The County shall pay the Vendor within forty-five (45) calendar days of receipt and acceptance of invoice by the Director of Public Works, pursuant to and in accordance with the promulgations set forth by the State of Florida's Prompt Payment Act found at Section 218.70,

Florida Statutes. Vendor shall honor all purchase orders or work authorizations issued prior to the expiration of the term of this Contract.

**SECTION 5. Acceptance of Services and/or Materials.**

5.1 Receipt of services and/or materials shall not constitute acceptance by the County. Final acceptance and authorization of payment shall be given only after a thorough inspection by the County indicates that the services and/or materials meet bid specifications and conditions. Should the quantity and/or quality differ in any respect from specifications, payment shall be withheld by the County until such time as the Vendor takes necessary corrective action. If the proposed corrective action is not acceptable to the County, the County Manager's Office may authorize the refusal of final acceptance of the quantity and/or quality received. Should a representative of the County agree to accept the services and/or materials on condition that the Vendor shall correct their performance within a stipulated time period, then payment shall be withheld until said corrections are made.

**SECTION 6. Firm Prices.**

6.1 Prices for services and/or materials covered in the specifications of this Contract shall remain firm for the period of this Contract pursuant to pricing as reflected in Exhibit "A"; net delivered to the ordering agency, **F.O.B. DESTINATION**. No additional fees or charges shall be accepted or paid for by the County.

**SECTION 7. Funding.**

7.1 The County's performance and obligation under this Contract is contingent upon an annual appropriation by the Board of County Commissioners for subsequent fiscal years and is subject to termination based on lack of funding.

**SECTION 8. Expenses.**

**8.1** The Vendor shall be responsible for all expenses incurred while performing the services under this Contract including, but not limited to, license fees, memberships and dues; automobile and other travel expenses; meals and entertainment; insurance premiums; and all salary, expenses and other compensation paid to the Vendor's agents, if any, hired by the Vendor to complete the work under this Contract.

**SECTION 9. Taxes, Liens, Licenses and Permits.**

**9.1** The Vendor recognizes that the County, by virtue of its sovereignty, is not required to pay any taxes on the services or goods purchased under the terms of this Contract. As such, the Vendor shall refrain from including taxes in any billing. The Vendor is placed on notice that this exemption generally does not apply to nongovernmental entities, contractors, or subcontractors. Any questions regarding this tax exemption shall be addressed to the County Manager.

**9.2** The Vendor shall secure and maintain all licenses and permits required to perform the services under this Contract and to pay any and all applicable sales or use tax, or any other tax or assessment which shall be imposed or assessed by any and all governmental authorities, required under this Contract, and to meet all federal, state, county and municipal laws, ordinances, policies and rules.

**9.3** The Vendor acknowledges that property being improved that is titled to the County, shall not be subject to a lien of any kind for any reason. The Vendor shall include notice of such exemptions in any subcontracts and purchase orders issued under this Contract.

**SECTION 10. Governing Law, Venue and Compliance with Laws.**

**10.1** This Contract shall be deemed to have been executed and entered into within the State of Florida and any dispute arising hereunder, shall be governed, interpreted and construed according to the laws of the State of Florida, the Ordinances of Nassau County, and any applicable federal statutes, rules and regulations. Any and all litigation arising under this Contract shall be

brought in Nassau County, Florida, and any trial shall be non-jury. Any mediation, pursuant to litigation, shall occur in Nassau County, Florida.

**10.2** The Vendor shall comply with applicable regulatory requirements including federal, state, and local laws, rules, regulations, codes, orders, criteria and standards.

**SECTION 11. Change Orders.**

**11. 1** The County reserves the right to order, in writing, changes in the work within the scope of the Contract, such as change in quantity or delivery schedule. The Vendor has the right to request an equitable price adjustment in cases where changes to the Contract under the authority of this clause result in increased costs to the Vendor.

**SECTION 12. Modifications.**

**12. 1** The terms of this Contract may be modified only upon the written and mutual consent of both parties, and approval by appropriate legal authority in the County.

**SECTION 13. Assignment and Subcontracting.**

**13.1** The Vendor shall not assign, sublet, convey or transfer its interest in this Contract without the prior written consent of the County.

**13.2** In order to assign this Contract, or to subcontract any of the work requirements to be performed, the Vendor shall ensure and provide assurances to the County, that any subcontractor selected for work under this Contract has the necessary qualifications and abilities to perform in accordance with the terms and conditions of this Contract. The Vendor shall provide the County with the names of any subcontractor considered for work under this Contract; the County reserves the right to reject any subcontractor whose qualifications or performance, in the County's judgement, are insufficient. The Vendor shall be responsible for all work performed and all expenses incurred with the project. Any subcontract arrangements shall be evidenced by a written document available to the County upon request. The Vendor further agrees that the County shall

not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract. The Vendor, at its expense, shall defend the County against such claims.

**13.3** The Vendor shall make payments to any of its subcontractors within seven (7) working days after receipt of full or partial payments from the County in accordance with Section 287.0585, Florida Statutes, unless otherwise stated in the contracts between the Vendor and subcontractors. The Vendor's failure to pay its subcontractor(s) within seven (7) working days shall result in a penalty charged against the Vendor and paid to the subcontractors in the amount of one-half of one percent (0.50%) of the amount due per day from the expiration of the period allowed herein for payment. Such penalty shall be in addition to the actual payments owed and shall not exceed fifteen percent (15%) of the outstanding balance due.

**SECTION 14. Severability.**

**14.1** If any section, subsection, sentence, clause, phrase, or portion of this Contract is, for any reason, held invalid, unconstitutional, or unenforceable by any Court of Competent Jurisdiction, such portion shall be deemed as a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

**SECTION 15. Termination for Default.**

**15.1** If the Vendor fails to perform any of its obligations under this Contract, and if such default remains uncured for a period of more than fifteen (15) days after notice thereof was given in writing by the County to the Vendor, then the County may, without prejudice to any right or remedy the County may have, terminate this Contract.

**15.2** Upon termination of this Contract, the Vendor shall immediately (1) stop work on the date specified; (2) terminate and settle all orders and subcontracts relating to the performance of the terminated work; (3) transfer all work in process, completed work, and other materials related

to the terminated work to the County; (4) render to the County all property belonging to the County, including but not limited to, equipment, books, and records.

**SECTION 16. Termination for Convenience.**

**16.1** The County reserves the right to terminate this Contract in whole or part by giving the Vendor written notice at least thirty (30) days prior to the effective date of the termination. Upon receipt of written notice of termination from the County, the Vendor shall only provide those services and/or materials specifically approved or directed by the County. All other rights and duties of the parties under the Contract shall continue during such notice period, and the County shall continue to be responsible to the Vendor for the payment of any obligations to the extent such responsibility has not been excused by breach or default of the Vendor. The Vendor shall promptly contact the County to make arrangements to render to the County all property belonging to the County, including but not limited to, equipment, books, and records.

**SECTION 17. Force Majeure.**

**17.1** Neither party of this Contract shall be liable to the other for any cost or damages if the failure to perform the Contract arises out of causes beyond the control and without the fault or negligence of the parties. Such causes may include, but are not restricted to, acts of nature, fires, quarantine restrictions, strikes and freight embargoes. In all cases, the failure to perform shall be totally beyond the control and without any fault or negligence of the party.

**17.2** In the event of delay from the foregoing causes, the party shall take all reasonable measures to mitigate any and all resulting delay or disruption in the party's performance obligation under this Contract. If the delay is excusable under this section, the delay shall not result in any additional charge or cost under the Contract to either party. In the case of any delay that the Vendor believes is excusable under this section, the Vendor shall notify the County in writing of the delay or potential delay and describe the cause of the delay either: (1) within ten (10) calendar days after



the cause that created or will create the delay first arose, if the Vendor could reasonably foresee that a delay could occur as a result; or (2) within five (5) calendar days after the date the Vendor first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. THE FOREGOING SHALL CONSTITUTE THE VENDOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY. Providing notice in strict accordance with this section is a condition precedent to such remedy. The County, in its sole discretion, shall determine if the delay is excusable under this section and shall notify the Vendor of its decision in writing. No claim for damages, other than for an extension of time, shall be asserted against the County. The Vendor shall not be entitled to an increase in the Contract price or payment of any kind from the County for direct, indirect, consequential, impact, or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this section, after the causes have ceased to exist, the Vendor shall perform at no increased cost, unless the County determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the County, in which case, the County may do any or all of the following: (1) accept allocated performance or deliveries from the Vendor, provided that the Vendor grants preferential treatment to the County with respect to products or services subjected to allocation; (2) purchase from other sources (without recourse to and by the Vendor for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Contract quantity; or (3) terminate the Contract in whole or in part.

**SECTION 18. Access and Audits of Records.**

**18.1** The Vendor shall maintain adequate records to justify all charges, expenses, and costs incurred in providing the services and materials for at least three (3) years after completion of work

contemplated under this Contract. The County and the County Clerk of Court shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours upon five (5) days' written notice to the Vendor.

**SECTION 19. Public Emergencies.**

**19.1** The Vendor agrees that before, during, and after a public emergency, disaster, hurricane, tornado, flood, or other acts of nature that the County shall require a "First Priority" for services and materials. The County expects to pay a fair and reasonable price for all services and materials rendered or contracted in the event of a disaster, emergency, hurricane, tornado or other acts of nature.

**SECTION 20. Term of Contract and Option to Extend or Renew.**

**20.1** The term of this Contract shall begin upon the date of execution by both parties to this Contract and shall terminate on **September 30, 2022**. The term of this Contract may be extended in one (1) year increments, for up to two (2) additional years, with no changes in terms or conditions, upon mutual written agreement between the Vendor and the County. Any extension or amendment to this Contract shall be subject to availability of funds of the County as set forth in Section 7 hereinabove.

**20.2** In the event that the Contract is continued beyond the term provided above by mutual consent of the parties and not reduced to writing, this Contract shall be carried out on a month-to-month basis and shall not constitute an implied renewal of the Contract. Said month-to-month extension shall be upon the same terms of the Contract and at the compensation and payment provided herein.

**SECTION 21. Probationary Period.**

**21.1** The first ninety (90) days of this Contract are to be considered a "probationary period." Notwithstanding Sections 15 and 16 hereinabove, during the probationary period, the County may

terminate this Contract based upon the performance of the Vendor and a new award be granted without another formal bid.

**SECTION 22. Independent Vendor Status.**

**22.1** The Vendor shall perform the services under this Contract as an independent contractor and nothing contained herein shall be construed to be inconsistent with this relationship or status. Nothing in this Contract shall be interpreted or construed to constitute the Vendor or any of its agents or employees to be an agent, employee or representative of the County.

**22.2** The Vendor and the County agree that during the term of this Contract: (a) the Vendor has the right to perform services for others; ((b) the Vendor has the right to perform the services required by this Contract; and (c) the Vendor has the right to hire assistants as subcontractors, or to use employees to provide the services required by this Contract.

**SECTION 23. Indemnification.**

**23.1** The Vendor shall indemnify and hold harmless the County and its agents and employees from all claims, liabilities, damages, losses, expenses and costs, including attorney's fees, arising out of or associated with or caused by the negligence, recklessness, or intentionally wrongful conduct of the Vendor or any persons employed or utilized by the Vendor, in the performance of this Contract. The Vendor shall, at its own expense, defend any and all such actions, suits, or proceedings which may be brought against the County in connection with the Vendor's performance under this Contract.

**SECTION 24. Insurance.**

**24.1** The Vendor shall provide and maintain at all times during the term of this Contract, without cost or expense to the County, such commercial (occurrence form) or comprehensive general liability, workers compensation, professional liability, and other insurance policies as detailed in Exhibit "C". The policy limits required are to be considered minimum amounts.

**23.2** The Vendor shall provide to the County a Certificate of Insurance for all policies of insurance and renewals thereof in a form acceptable to the County. Said certificates shall provide that the Nassau County Board of County Commissioners is an additional insured, and that the County shall be notified in writing of any reduction, cancellation or substantial change of policy or policies at least thirty (30) days prior to the effective date of said action with the exception of ten (10) days for non-payment. All insurance policies shall be issued by responsible companies who are acceptable to the County and licensed and authorized under the laws of the State of Florida.

**SECTION 25. Dispute Resolution Process.**

**25.1** In the event of a dispute regarding the interpretation of the terms of this Contract, the County, in its sole discretion, may elect to use the dispute resolution process as set forth in this section.

**25.2** In the event the County elects to use the dispute resolution process under this section, the County shall send a written communication to the Vendor pursuant to Section 32 hereinbelow. The written notification shall set forth the County's interpretation of the terms of this Contract.

**25.3** The County shall then set a date and time for the parties to meet with the County Manager or designee. This meeting shall be set no more than twenty (20) days from the date that the written communication was sent to the Vendor. The Vendor may submit a written response to the County's written communication no less than five (5) days prior to the meeting with the County Manager or designee.

**25.4** If no satisfactory resolution as to the interpretation of the Contract terms reached at the meeting with the County Manager or designee, then the parties may elect to submit the dispute to mediation in accordance with mediation rules as established by the Florida Supreme Court. Mediators shall be chosen by the County and the cost of mediation shall be borne by the Vendor.

The Vendor shall not stop work during the pendency of the dispute resolution or mediation process as set forth in this section.

**SECTION 26. E-Verify.**

**26.1** The Vendor shall comply with Section 448.095, Florida Statutes, and use the United States Department of Homeland Security's E-Verify system ("E-Verify") to verify the employment eligibility of all persons hired by the Vendor during the term of this Contract to work in Florida. Additionally, if the Vendor uses subcontractors to perform any portion of the work (under this Contract), the Vendor shall include a requirement in the subcontractor's contract that the subcontractor use E-Verify to verify the employment eligibility of all persons hired by subcontractor to perform any such portion of the work. Answers to questions regarding E-Verify as well as instructions on enrollment may be found at the E-Verify website: [www.uscis.gov/e-verify](http://www.uscis.gov/e-verify).

**26.2** The Vendor shall maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the County or other authorized entity consistent with the terms of the Vendor's enrollment in the program. This includes maintaining a copy of proof of the Vendor's and subcontractors' enrollment in the E-Verify program. If the Vendor enters into a contract with a subcontractor, the subcontractor shall provide the Vendor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Vendor shall maintain a copy of such affidavit for the duration of the Contract.

**26.3** Compliance with the terms of the E-Verify program provision is made an express condition of this Contract and the County may treat a failure to comply as a material breach of the Contract. If the County terminates the Contract pursuant to Section 448.095(2)(c), Florida Statutes, the Vendor may not be awarded a public contract for at least one (1) year after the date

on which the contract was terminated and the Vendor is liable for any additional costs incurred by the County as a result of the termination of this Contract.

**SECTION 27. Public Records.**

27.1 The County is a public agency subject to Chapter 119, Florida Statutes. **IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 530-6090, [RECORDS@NASSAUCOUNTYFL.COM](mailto:RECORDS@NASSAUCOUNTYFL.COM), 96135 NASSAU PLACE, SUITE 6, YULEE, FLORIDA 32097.** Under this Contract, to the extent that the Vendor is providing

services to the County, and pursuant to Section 119.0701, Florida Statutes, the Vendor shall:

a. Keep and maintain public records required by the County to perform the service.

b. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Vendor does not transfer the records to the County.

d. Upon completion of the Contract, transfer, at no cost, to the County all public records in possession of the Vendor or keep and maintain public records required by the County to perform the service. If the Vendor transfers all public records to the County upon completion

of the Contract, the Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Vendor keeps and maintains public records upon completion of the Contract, the Vendor shall meet all applicable requirements for retaining public records. All records stored electronically shall be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

**27.2** A request to inspect or copy public records relating to the County's contract for materials shall be made directly to the County. If the County does not possess the requested records, the County shall immediately notify the Vendor of the request, and the Vendor shall provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.

**27.3** If the Vendor does not comply with the County's request for records, the County shall enforce the Contract provisions in accordance with the Contract.

**27.4** If the Vendor fails to provide the public records to the County within a reasonable time, the Vendor may be subject to penalties under Section 119.10, Florida Statutes.

**27.5** If a civil action is filed against the Vendor to compel production of public records relating to the Contract, the Court shall assess and award against the Vendor the reasonable costs of enforcement, including reasonable attorney fees if:

(a) The Court determines that the Vendor unlawfully refused to comply with the public records request within a reasonable time; and

(b) At least eight (8) business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the Vendor has not complied with the request, to the County and to the Vendor.

27.6 A notice complies with Section 27.5 (b) hereinabove, if it is sent to the County's custodian of public records and to the Vendor at the Vendor's address listed on its Contract with the County or to the Vendor's registered agent. Such notices shall be sent pursuant to Section 32 hereinbelow.

27.7 If the Vendor complies with a public records request within eight (8) business days after the notice is sent, the Vendor is not liable for the reasonable costs of enforcement.

**SECTION 28. Disclosure of Litigation, Investigations, Arbitration or Administrative Decisions.**

28.1 During the term of this Contract, or any extension thereto, the Vendor shall have the continued duty to disclose to the County Attorney, in writing, upon occurrence, all civil or criminal litigation, arbitration, mediation, or administrative proceeding involving the Vendor. If the existence of the proceeding causes the County concerns that the Vendor's ability or willingness to perform this contract is jeopardized, the Vendor may be required to provide the County with reasonable written assurance to demonstrate the Vendor can perform the terms and conditions of the Contract.

**SECTION 29. Public Entity Crimes.**

29.1 In accordance with Section 287.133, Florida Statutes, the Vendor certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date of this Contract.

**SECTION 30. Anti-Discrimination.**

30.1 The Vendor agrees that it will not discriminate in employment, employee development, or employee advancement because of religious or political opinions or affiliations,



race, color, national origin, sex, age, physical handicap, or other factors, except where such factor is a bonified occupational qualification or is required by State and/or Federal Law.

**SECTION 31. Advertising.**

**31.1** The Vendor shall not publicly disseminate any information concerning this Contract without prior written approval from the County, including but not limited to, mentioning the Contract in a press release or other promotional material, identifying the County as a reference, or otherwise linking the Vendor’s name and either description of this Contract or the name of the County in any material published, either in print or electronically, to any entity that is not a party this Contract, except potential or actual authorized distributors, dealers, resellers, or service representative.

**SECTION 32. Notices.**

**32.1** All notices, demands, requests for approvals or other communications given by the parties to another in connection with this Contract shall be in writing, and shall be sent by registered or certified mail, postage prepaid, return receipt requested, or overnight delivery service (such as federal express), or courier service or by hand delivery to the office of each party indicated below:

County: Nassau County

Attn:

96135 Nassau Place

Yulee, Florida 32097

Vendor: [Vendor Address]

Attn: [Vendor Contact Person]

[Vendor Address]

**SECTION 33. Attorney's Fees.**

33.1 Notwithstanding the provisions of Section 27 hereinabove, in the event of any legal action to enforce the terms of this Contract each party shall bear its own attorney's fees and costs.

**SECTION 34. Authority to Bind.**

34.1 The Vendor represents and warrants that the Vendor's undersigned representative if executing this Contract of behalf of a partnership, corporation or agency has the authority to bind the Company to the terms of this Contract.

**SECTION 35. Conflicting Terms, Representations and No Waiver of Covenants or Conditions.**

35.1 In the event of any conflict between the terms of this Contract and the terms of any attachments, the terms of this Contract shall prevail.

35.2 All representations, indemnifications, warranties and guaranties made by the Vendor in this Contract, as well as all continuing obligations indicated in this Contract, shall survive final payment and termination or completion of this Contract.

35.3 The failure of either party to insist on strict performance of any covenant or condition herein, or to exercise any option herein contained, shall not be construed as a waiver of such covenant, condition, or option in any other instance.

35.4 The Vendor warrants that all goods provided by the Vendor under this Contract shall be merchantable. All goods provided shall be of good quality within the description given by the County, shall be fit for their ordinary purpose, shall be adequately contained and packaged with the description given by the County, shall conform to the agreed upon specifications, and shall conform to the affirmations of facts made by the Vendor or on the container or label.

**SECTION 36. Construction of Contract.**

**36.1** The parties hereby acknowledge that they have fully reviewed this Contract and any attachments and have had the opportunity to consult with legal counsel of their choice, and that this Contract shall not be construed against any party as if they were the drafter of this Contract.

**SECTION 37. Headings.**

**37.1** The section headings and captions of this Contract are for convenience and reference of the parties and in no way define, limit or describe the scope or intent of this Contract or any part thereof.

**SECTION 38. Entire Agreement and Execution.**

**38.1** This Contract, together with any attachments, constitutes the entire Contract between the County and the Vendor and supersedes all prior written or oral understandings.

**38.2** This Contract may be executed in any number of counterparts; each executed counterpart hereof shall be deemed an original; and all such counterparts, when taken together, shall be deemed to constitute one and the same instrument.

**SECTION 39. Change of Laws.**

**39.1** If there is a change in any state or federal law, regulation or rule or interpretation thereof, which affects this Contract or the activities of either party under this Contract, and either party reasonably believes in good faith that the change will have a substantial adverse effect on that party's rights or obligations under this Contract, then that party may, upon written notice, require the other party to enter into good faith negotiations to renegotiate the terms of this Contract. If the parties are unable to reach an agreement concerning the modification of this Contract within fifteen (15) days after the date of the notice seeking renegotiation, then either party may terminate this Contract by written notice to the other party. In such event, Vendor shall be paid its compensation for services performed prior to the termination date.

**IN WITNESS WHEREOF**, the parties have executed this Contract which shall be deemed an original on the day and year last written below.

**BOARD OF COUNTY COMMISSIONERS  
NASSAU COUNTY, FLORIDA**

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

Attest as to authenticity of the  
Chair's signature:

**JOHN A. CRAWFORD**  
Its: Ex-Officio Clerk

Approved as to form and legality by the  
Nassau County Attorney

\_\_\_\_\_  
DENISE C. MAY

**VENDOR**

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

## EXHIBIT "B"



# INVITATION TO BID

## NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS

<b>Solicitation Title:</b> End-of-Life Electronic Equipment Disposal	<b>Issue Date:</b> June 14, 2023
<b>Solicitation Number:</b> NC23-045-ITB	<b>Project/Contract Duration:</b> Two (2) Years form Contract Execution
<b>Requesting Department:</b> Solid Waste	<b>Procurement Contact:</b> Thomas O'Brien, Procurement Specialist tobrien@nassaucountyfl.com
<b>Contact Address:</b> 96135 Nassau Place, Suite 2 Yulee, Florida 32097	<b>Contact Information:</b> procurement@nassaucountyfl.com
<b>Bid Due Date and Opening Date/Time:</b> July 6, 2023 at 10:00 AM EST	
<b>Pre-Bid Date/Time:</b> N/A	<b>Deadline for Questions:</b> June 23, 2023 @ 4:00 PM EST
<b>Location of Bid Opening:</b> Robert M. Foster Justice Center, 76347 Veterans Way, Second Floor, Yulee, Florida 32097	

In accordance with the intent and content of this solicitation, we the undersigned do hereby offer to performas stipulated in this Bid. Failure to do so may result in the forfeiting of bid security, removal from the County's vendor list, or other remedies available to the County under the laws of the State of Florida.

<b>Legal Name of Respondent:</b> <i>Electronic Recycling Center, Inc</i>		
<b>Business Address:</b> <i>5501 NW 36 Ave. Miami, FL 33142</i>		
<b>Phone Number:</b> <i>(305) 482-9100</i>	<b>Email:</b> <i>mp@ercrecycling.com</i>	<b>FL License Number:</b> <i>FLH000231746</i>
<b>Authorized Signature:</b> <i>[Signature]</i>		<b>Date:</b> <i>6/30/2023</i>
<b>Printed Name of Signer:</b> <i>Eduardo Rodriguez</i>		<b>Title:</b> <i>President</i>

### General Instructions/Declarations

1. Bid results will be available pursuant to Florida Statute 119.071(b).
2. Bids must be submitted on the forms furnished by the County within this solicitation, unless otherwise specified below.
3. This page must be completed and returned as the top sheet of any Bid submitted.
4. It is the intent and purpose of Nassau County that this solicitation promotes competitive bidding. It shall be the Bidder's responsibility to advise the Procurement Department via the County's electronic bidding platform if, in the Bidder's opinion, any language, requirements, etc. inadvertently restricts or limits competition. Such notification must be submitted via the County's electronic bidding platform and must be received by the Procurement Department no later than the Deadline for Questions date and time stated above.

**(THIS PAGE MUST BE RETURNED WITH YOUR BID)**



**TABLE OF CONTENTS**

<b>SECTION A</b>	<b>INTRODUCTION AND GENERAL INFORMATION</b>
<b>SECTION B</b>	<b>INSTRUCTIONS TO BIDDERS</b>
<b>SECTION C</b>	<b>GENERAL PROVISIONS</b>
<b>SECTION D</b>	<b>SPECIAL PROVISIONS</b>
<b>SECTION E</b>	<b>AWARD OR REJECTION OF BIDS</b>
<b>EXHIBIT "A"</b>	<b>PRICE SHEET</b>
<b>EXHIBIT "B"</b>	<b>SCOPE OF WORK AND SPECIFICATIONS</b>
<b>EXHIBIT "C"</b>	<b>INSURANCE REQUIREMENTS</b>
<b>FORM "A"</b>	<b>ADDENDA ACKNOWLEDGEMENT</b>
<b>FORM "B"</b>	<b>PUBLIC ENTITY CRIMES</b>
<b>FORM "C"</b>	<b>EXPERIENCE OF BIDDERS</b>
<b>FORM "D"</b>	<b>DRUG-FREE WORKPLACE CERTIFICATION</b>
<b>FORM "E"</b>	<b>E-VERIFY AFFIDAVIT</b>
<b>ATTACHMENT "I"</b>	<b>DRAFT CONTRACT</b>

## **SECTION A. INTRODUCTION AND GENERAL INFORMATION**

**A1. Summary:**

The Nassau County Board of County Commissioners (BOCC) is seeking bids from qualified vendors to provide End-of-Life Electronic Equipment Disposal on an as needed basis.

**A2. Term of Contract:**

The Term of the resulting contract is to be for an initial period of two (2) years from the date of execution by both the County and the successful Vendor.

**Option to Renew for Three (3) Additional One-Year Periods**

Prior to, or upon completion, of that initial term, the County shall have the option to renew this contract for three additional one-year periods. Continuation of the contract beyond the initial period, and any option subsequently exercised, is in the sole discretion of the County.

It is the Vendor's responsibility to request any pricing adjustment under this provision. For any adjustment to commence on the first day of any exercised option period, the Vendor's request for adjustment should be submitted 90 calendar days prior to expiration of the then current contract term. The Vendor adjustment request should not be in excess of the relevant pricing index change. If no adjustment request is received from the Vendor, the County will assume that the Vendor has agreed that the optional term may be exercised without pricing adjustment. Any adjustment request received after the commencement of a new option period may not be considered.

The County reserves the right to negotiate lower pricing for the additional term(s) based on market research information or other factors that influence price. The County reserves the right to apply any reduction in pricing for the additional term(s) based on the downward movement of the applicable index.

## **SECTION B. INSTRUCTIONS TO BIDDERS**

- B1.** Bidders are expected to carefully examine these solicitation forms, specifications, attached drawings (if any), and all instructions. Failure to do so will be at the Bidder's risk. Bidders, without exception, will be solely responsible for all aspects of the terms, conditions, and special provisions of this solicitation.
- B2.** All bids must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.
- B3.** The term "County" means the Nassau County Board of County Commissioners, a political subdivision of the State of Florida, and its authorized designees, agents, and employees.
- B4.** Each Bidder shall furnish the information required on the Bid Price Sheet and each accompanying sheet thereof, if applicable, on which she/he makes an entry. Offers submitted on any other format may be disqualified.
- B5.** All bids must be submitted electronically via the County's electronic bidding platform (PlanetBids), accessible via the County's website.

It is the Bidder's responsibility to ensure that bids are received in the County's electronic bidding platform before the Bid due date and time. **The platform will not allow Bids after the cut-off time EVEN IF YOU ARE IN THE PROCESS OF SUBMITTING YOUR BID**



**WHEN THE CUT-OFF TIME ARRIVES.** Please plan your submittal timing accordingly. No mailed, facsimile, or emailed Bids will be considered.

- B6.** Bids will be opened at the Office of the Clerk on the date and time specified on the cover page of this solicitation at the Robert M. Foster Justice Center, 76347 Veterans Way, Yulee, Florida. The public is invited to attend.
- B7.** The County reserves the right to request any additional information needed for clarification from any Bidder for evaluation purposes.
- B8.** Pursuant to recent changes in Florida Statutes Chapter 119.071 (General Exemptions from inspection or copying of public records) the bid opening process is temporarily exempt from Public Records requirements, except bids received pursuant to a competitive solicitation for construction or repairs on a public building or public work. Information may be released to the public once the Board provides a notice of intended decision or 30 days after the bid opening, whichever is earlier.

Pursuant to recent changes in Florida Statutes Chapter 286.0113 (General exemptions from public meeting requirements) any portion of a meeting in which negotiations with a vendor is conducted as part of the "competitive negotiation" process at which a vendor makes an oral presentation or answers questions as part of the "competitive solicitation" process are exempt from public meeting requirements until the Board provides notice of an intended decision or until 30 days after bid opening, whichever is earlier. Any portion of a committee meeting at which negotiation strategies are discussed is exempt.

A complete record shall be made of any portion of an exempt meeting; no portion may be held off the record. The recording of and any records presented at the exempt meeting are exempt from FS 119.071 until such time as the board provides notice of an intended decision or 30 days after opening the bids, proposals, or final replies.

Please refer to Florida Statutes 119.071, 255.0518 and 286.0113 for further details.

- B9.** Bids may not be withdrawn for a period of ninety (90) days after the Bid opening date. Bids may be withdrawn or modified at any time before the Bid due date during which the Bidder may withdraw their Bid or make any needed modification(s) and resubmit without prejudice by utilizing the modification/withdrawal feature within the County's electronic bidding platform.
- B10.** Please check your pricing before submitting your Bid, as no changes in pricing will be allowed after the Bid opening. In cases of the extended price irregularities, unit pricing will prevail. Please note that the County reserves the right to clarify and correct blatant unit price or extended price and/or calculation errors.
- B11.** Be sure to sign your Bid. Failure to include proper signatures on the required documents may result in a disqualification of that Bid. Signature should be by an authorized person that can legally bind the company to this engagement.
- B12.** Bidders are advised that the County will not accept limitations on liability from any vendor. The successful Bidder(s) will be fully liable for all damages and events caused by them, without any limitations, and they shall waive any rights of subrogation as a part of any contract resulting from this solicitation and associated submittal. The County will pursue liable Bidders to the extent allowed by law for damages caused by them during the performance of a contract with the County. Any Bid received that limits liability will be considered unresponsive and will not be accepted by the County.



**B13.** Bidder shall include in their Bid package a copy of their current, valid insurance coverage certification that meets or exceeds the requirements of included with this solicitation.

**B14. Participation in E-Verify Required by Law:** Pursuant to Florida Statute 448.095, all vendors doing business with Nassau County are required to register with, and participate in, the federal government's E-Verify program ([www.e-verify.gov](http://www.e-verify.gov)). Bidders will be required to provide proof of registration from E-Verify along with a completed affidavit certifying their compliance with F.S. 448.095. By submitting a Bid to this solicitation, Bidder acknowledges and agrees that:

- (a) If the County has a good faith belief that a person or entity with which it is contracting has knowingly violated §448.09(1), Florida Statutes, the contract shall be terminated,
- (b) If the County has a good faith belief that a subcontractor knowingly violated §448.095(2), but the Prime Contractor otherwise complied with §448.095(2), Florida Statutes, shall promptly notify the Prime Contractor and order the Prime Contractor to immediately terminate their contract with the subcontractor,
- (c) A contract terminated under subparagraph a) or b) is not a breach of contract and may not be considered as such,
- (d) Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination, and
- (e) If a contract is terminated for a violation of F.S. 448 by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

**B15.** Bidders are required to refrain from contacting any County Departments, Divisions, or external agents or consultants about this solicitation during the solicitation process. **ANY QUESTIONS FROM VENDORS MUST BE RECEIVED VIA THE COUNTY'S VENDOR PORTAL.** Failure to comply with this requirement may result in disqualification of your bid and egregious and/or repeated violations may result in debarment from future solicitations, contracts, or other business with the County.

Questions received will be formatted by Procurement and issued to all interested parties in the form of an addendum. Oral questions and/or answers are not authorized outside of a Pre-Bid Conference setting (if applicable), and **the County will not entertain any verbal communications regarding this or any other solicitation.** All questions regarding this solicitation must be received by the date and time specified on the first page of this solicitation. Questions received after this date will not be reviewed.

Inquiries or requests for clarification must provide the questions along with the relevant Section(s), Subsection(s), Paragraph(s), and page number(s) of the competitive solicitation being questioned by the Bidder.

The County will consider the Bidder's lack of inquiries or requests for clarification prior to the Deadline for Questions to constitute the Bidder's acceptance of all of the terms, conditions, and requirements as stated in this solicitation and any addenda or amendments thereto.

**B16.** It will be the responsibility of the Bidder to visit the County's electronic bidding platform –



prior to submitting a bid – to ascertain if any addenda have been issued and to review those addenda, if applicable. Bidders must complete and return the enclosed Addenda Acknowledgement Form with their bid. Failure to comply may result in disqualification of the bid.

### SECTION C. GENERAL PROVISIONS

- C1. Terms & Conditions:** Bidder proposes and agrees, if their bid is accepted, to enter into a contract with the Nassau County Board of County Commissioners, to perform and furnish all goods and services specified in the contract documents, consistent with this solicitation, for the agreed-upon price, within the agreed timeframe indicated in this solicitation, and in accordance with the other terms and conditions of the contract. The successful Bidder(s) shall execute and return to the County, within ten (10) days after receipt, all contractual documents, performance, and payment bonds (if applicable), insurance certificates, E-Verify documentation, and any other documents required by this solicitation. No Contract shall be considered binding upon the County until it has been properly executed by all parties.
- C2. Receiving/Payment/Invoicing:** The County shall pay all vendors within forty-five (45) calendar days of receipt of an invoice, in accordance with the Local Government Prompt Payment Act (Florida Statute 218.70). Payment shall not be made until goods/services have been received, inspected, and accepted by the County as to the quality and quantity ordered and received. Payment will be accomplished by submission of an invoice, with the contract number referenced thereon, emailed to the County Department receiving the goods or services from the Vendor. Payment in advance of receipt of goods/services by the County will not be made.
- Invoice submitted shall be in sufficient detail as to item, service, quantity, and price in order for the County to verify compliance with the contract.
- C3. Acceptance of Goods/Services:** Receipt of goods/services shall not constitute acceptance. Final acceptance and authorization of payment shall be given only after a thorough inspection indicates that the goods/services meet solicitation and contract specifications and conditions. Should the goods/services differ in any respect from specifications, payment will be withheld until such time as the supplier takes all necessary corrective action(s).
- C4. Taxes:** Nassau County is tax exempt. As such, the County will not pay any Federal Excise or State of Florida Sales and Use Taxes. Vendors shall not include taxes in any Bid, invoice, or statement.
- C5. Independent Pricing:** By submitting a bid, the Bidder certifies that in connection with this solicitation:
- (a) The prices in the bid have been arrived at independently, without consultation, communication, collusion, or agreement with any other offeror or competitor for the purpose of restricting competition, and
  - (b) No attempt has been made or will be made by the Bidder to influence any other person or firm to submit or not submit a bid for the purpose of restricting competition.
- C6. Conflict of Interest – Business Association:** All Bidders must disclose with their offer the name of any officer, director, or agent who is also an officer or employee of the County



or related to an officer or employee of the County. Further, all bidders must disclose the name of any Nassau County officer or employee who has, either directly or indirectly, any interest of the Bidder's firm or any of its branches, affiliates, or subsidiaries. Notwithstanding any other provision of law, failure to disclose will result in disqualification of the bid and/or cancellation of work without the County being in breach of contract. The County will seek damages for recoupment of losses for having to re-solicit or re-assign and further reserves the right to debar and any vendor who fails to disclose.

- C7. Conflict of Interest – Advisory Boards:** Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit an advisory board member of the County from holding any employment or contractual relationship with any business entity doing business with the County. Section 112.313(12), Florida Statutes, provides that an advisory board member will not be in violation of the prohibition if certain conditions are met, including the filing of a disclosure form with the County, which is the sole responsibility of the Bidder and must be filed prior to or at the time of submission of the bid. A copy of the filed disclosure form shall be included as part of the Bidder's response.

The advisory board member is required to, prior to or at the time of the submissions of the bid, file a statement with the County, disclosing their interest and the nature of the intended business.

The advisory board member, or his or her spouse, child, or other relative, is required to have in no way used or attempted to use his or her influence to persuade a member of the County or any of its personnel to enter into such a contract other than by the mere submission of the bid.

The advisory board member, or his or her spouse, child, or other relative, is required to have in no way participated in the determination of the solicitation's specifications or the determination of the responsible and responsive Bidder.

- C8. Additional Terms and Conditions:** No additional terms and conditions included with the bid shall be evaluated or considered. Any such additional terms and conditions shall have no force and effect and are inapplicable to this solicitation and the bid submitted. If submitted either purposely through intent or design, or inadvertently appearing separately in transmitting letters, specifications, literature, price lists, or warranties, it is understood and agreed that the general and special conditions in this solicitation and contract documents are the only conditions applicable to this solicitation and the Bidder's authorized signature affixed to the response attests to this.
- C9. Public Records Requirement:** The County is a public agency subject to Chapter 119, Florida Statutes. IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 530-6010, RECORDS@NASSAUCOUNTYFL.COM, 96135 NASSAU PLACE, SUITE 1, YULEE, FLORIDA 32097. To the extent that the selected vendor(s) provide(s) goods and/or services to the County, and pursuant to Florida Statute 119.0701, the Vendor(s) shall:
- (a) Keep and maintain public records required by the public agency to perform the service,
  - (b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this



chapter or as otherwise provided by law,

- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the vendor does not transfer the records to the public agency, and
  - (d) Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the vendor or keep and maintain public records required by the public agency to perform the service. If the vendor transfers all public records to the public agency upon completion of the contract, the vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the vendor keeps and maintains public records upon completion of the contract, the vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency. If a vendor does not comply with a public records request, the County shall enforce the contract provisions in accordance with the contract.
- C10. Public Entity Crimes:** A person or affiliate who has been placed on the Convicted Vendor List following a conviction for a public entity crime may not submit a Bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a vendor, supplier, sub-vendor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statute 287.017 for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. The enclosed sworn statement for Public Entity Crimes under Florida Statute 287.133(3)(a) must be submitted with the Bid.
- C11. Debarred Vendors:** The County reserves the right to withhold award, rescind an award, or forego award to any Bidder who is found to have been debarred from doing business with the State of Florida or any other public entity. It shall be County's sole determination as to the desirability of contracting with a Bidder who has been barred from doing business with a public entity.
- C12. Equal Opportunity:** The County recognizes fair and open competition as a basic tenet of public procurement and encourages participation by veteran-, minority-, and woman-owned businesses. Such businesses are to be afforded a full opportunity to participate in any procurement by the County and will not be subject to discrimination on the basis of race, color, creed, religion, sex, gender, disability, political affiliation, or national origin.

The County is an equal opportunity/affirmative action employer. The County is committed to equal employment opportunities and expects firms that do business with the County to do the same.

#### **SECTION D. SPECIAL PROVISIONS**

- D1. Minimum Standard:** Specifications listed herein describe the expected minimum standard. These specifications are intended to be descriptive in nature and are not intended to eliminate, discourage, impede, or otherwise prevent any vendor from submitting a bid.



- D2. Experience of Bidder:** Bidder must be a provider currently doing business with the general public, servicing a minimum of three (3) commercial or public entity accounts equal in size and scope to this solicitation, and be properly licensed to do business in the State of Florida for no less than three (3) years.
- D3. Attachments/Exhibits:** All attachments and exhibits are made an essential part of this solicitation. If you choose not to respond to this solicitation, please complete and return the enclosed Statement of "No-Bid" prior to the bid opening.
- D4. Bid Bond (If Applicable):** A Responder submitting a response that is valued at one hundred thousand dollars (\$100,000.00) or more must submit a Bid Bond payable to the County for five percent (5.0%) of the total amount of the response in order for their submittal to be considered responsive. **The original Bid Bond must be mailed to the Office of Ex-Officio Clerk, 76347 Veterans Way Suite 456, Yulee, Florida 32097, with attention to the bid number of this solicitation. A copy of the Bid Bond is also to be uploaded in the County's vendor portal upon submission of bid.**

The Bid Bonds of the unsuccessful responders shall be returned by the County, and the Bid Bond of the successful responder will be retained until Performance and Payment Bonds have each been executed and approved, after which time the successful Responder's Bid Bond will be returned. A certified check may be used in lieu of a Bid Bond and shall be payable to the County. Responders who fail or refuse to provide a required Bid Bond will be disqualified from further consideration.

- D5. Performance/Payment Bond (If Applicable):** If awarded a Contract for a project totaling one hundred thousand dollars (\$100,000.00) or more, the successful bidder, within ten (10) calendar days of contract execution, must provide an acceptable Performance Bond and Payment Bond, each in the amount of one hundred percent (100.0%) of the Contract, and issued by a corporate surety licensed to do business in the State of Florida and Nassau County, for the faithful performance of the work outlined in the enclosed Technical Specifications/Scope of Work.

Pursuant to F.S. 255.05(1)(b), contracts entered into on or after October 1, 2012 require that "before commencing the work or before recommencing the work after a default or abandonment, the Contractor shall provide to the public entity a certified copy of the recorded bond[s]. Notwithstanding the terms of the Contract or any other law governing prompt payment for construction services, the public entity may not make a payment to the Contractor until the Contractor has complied with this [requirement]." Certified Copy of Recorded Performance and Payment Bonds are to be sent to the following address: *Office of Ex-Officio Clerk, 76347 Veterans Way Suite 456, Yulee, Florida 32097, with attention to the bid number of this solicitation.*

## **SECTION E. AWARD OR REJECTION OF BIDS**

### **E1. METHOD OF AWARD:**

Award will be made to the most responsive/responsible vendor to the solicitation with the highest cost that meets or exceeds the specifications. Please note that the County reserves the right to contract with multiple vendors.

- E2.** The County reserves the right to reject any or all bids, with or without cause, without recourse, or to waive technicalities or to accept bids which, in its sole judgment, best serve the interests of the County. Response to this solicitation is considered an operational cost of the Bidder and shall not be passed on to or borne by the County. The County also reserves



the right to reject the response of a Bidder who has previously failed to perform properly, completely, on-time and/or on-cost, contracts of a similar nature, or that are not, in the County's sole discretion, in a position to perform the contract.

- E3.** Any cause including, but not limited to, the following may be considered as sufficient for the disqualification of a Bidder and the rejection of its submittal:
- (a) Submission of more than one bid for the same work by an individual, firm, partnership, or corporation under the same or different names,
  - (b) Evidence of collusion among Bidders, or previous participation in collusive bidding or proposing on work for the County,
  - (c) Any material misrepresentation,
  - (d) Uncompleted work for which the Bidder is committed by contract which, in the judgment of the County, might hinder or prevent the prompt completion of the work under this contract if awarded to Bidder,
  - (e) Violations of the Cone of Silence as provided for herein,
  - (f) Actual or potential conflict of interest as provided for in Section 112.313(3), Florida Statutes, or
  - (g) Conviction for a public entity crime as provided for in Section 287.133, Florida Statutes.
- E4.** The County will provide a contract for the successful Bidder's execution.
- E5.** The award of a contract does not constitute an order nor a Notice to Proceed. Before any services can be performed, the successful Bidder must receive written authorization from the County.
- E6.** Award will be made without further negotiation based upon competitive bids; therefore only "best and final pricing" should be submitted in response to this solicitation.

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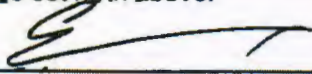
**EXHIBIT "A"**  
**PRICE SHEET**

Bld Item	Description	Estimated Qty.	Unit	Unit Price	Extended Total	Contractor Pays	County Pays
1	Computer CRT Monitor < 19"	25	Each	\$ 10.00	\$ 250.00	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2	Computer CRT Monitor > 19"	50	Each	\$ 10.00	\$ 500.00	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3	Computer Flat Screen (non-CRT) < 19"	50	Each	\$ 1.00	\$ 50.00	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4	Computer Flat Screen (non-CRT) > 19"	50	Each	\$ 2.00	\$ 100.00	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5	CRT, Broken (all sizes)	10	Each	\$ 10.00	\$ 100.00	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6	Laptop Computers (all sizes)	100	Each	\$ 8.00	\$ 800.00	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7	CPUs (complete)	200	Each	\$ 8.00	\$ 1,600.00	<input checked="" type="checkbox"/>	<input type="checkbox"/>
8	CPU's (incomplete)	150	Each	\$ 4.00	\$ 600.00	<input checked="" type="checkbox"/>	<input type="checkbox"/>
9	Misc. Electronics (including but not limited to): radios/stereos telephones, desktop & wall mount camcorders & cameras VCRs & DVD players scanners fax machines	8,000	lbs	\$ 0.05	\$ 400.00	<input checked="" type="checkbox"/>	<input type="checkbox"/>
10	Copier, Floor Model	2	Each	\$ 10.00	\$ 20.00	<input checked="" type="checkbox"/>	<input type="checkbox"/>
11	Copier, Desktop Model	5	Each	\$ 10.00	\$ 50.00	<input checked="" type="checkbox"/>	<input type="checkbox"/>
12	Printers (including but not limited to): thermal type laser jet type ink jet type bubble jet type 3D type impact type	5,000	lbs	\$ 0.05	\$ 250.00	<input checked="" type="checkbox"/>	<input type="checkbox"/>
13	TV with CRT < 19"	100	Each	\$ 10.00	\$ 1,000.00	<input type="checkbox"/>	<input checked="" type="checkbox"/>



14	TV with CRT > 19"	300	Each	\$ 10.00	\$ 3,000.00	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
15	TV Flat Screen (non-CRT) < 19"	100	Each	\$ 5.00	\$ 500.00	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
16	TV Flat Screen (non-CRT) > 19"	300	Each	\$ 5.00	\$ 1,500.00	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
17	Misc. Media Drives (including but not limited to): tape drives hard drives CD/DVD drives MP3 Players	500	Pound	\$ 0.03	\$ 15.00	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
18	Misc. Cables & Mixed Wires	200	Pound	\$ 0.40	\$ 80.00	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
19	Power Supplies (UPS) with battery	500	Pound	\$ 0.10	\$ 50.00	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
20	Misc. Mixed chips & circuit boards	100	Pound	\$ 1.00	\$ 100.00	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
21	Cell Phones	100	Pound	\$ 3.00	\$ 300.00	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
22	Computer Tablets (ipads, etc.)	100	Each	\$ 2.00	\$ 200.00	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
23	Batteries: Lithium/Lithium Ion	50	Pound	\$ 0.10	\$ 5.00	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
24	Batteries: Nickel-Metal Hydride	50	Pound	\$ 0.10	\$ 5.00	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
25	Batteries: Nickel-Cadmium	10	Pound	\$ 0.10	\$ 1.00	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
26	Batteries: Magnesium	10	Pound	\$ 0.10	\$ 1.00	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
27	Mobilization Fee for Remote Collection Events	2	Each	\$ 300.00	\$ 600.00	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
<b>Grand Total (County Pays - Contractor Pays)</b>							\$ 2,847.00	
<b>Awarded to Highest Bidder meet specifications</b>								

The undersigned declares that they have examined the Notice to Bidders, Instructions to Bidders, and Specifications and is informed fully with regard to all terms and conditions pertaining thereto and agrees under these specifications at the prices set forth above.

By: 

(Signature)  
Eduardo Rodriguez  
(Above name printed or typed)

Company: Electronic Recycling Center, Inc.



Address: 5501 NW 36 Ave

City, State, Zip: Miami, FL 33142

Phone #: (305) 482-9100

E-mail: mp@ercrecycling.com

**EXHIBIT "B"**  
**SCOPE OF WORK AND SPECIFICATIONS**

**Specifications**

Nassau County is seeking vendors to collect, re-use, de-manufacture, recycle, dispose, and document End-of-Life Electronic Equipment (EEE) from the residents of Nassau County. Removal will occur bi-weekly of accumulated EEE waste from the Nassau County Convenience Recycle Center located at 46026 Landfill Rd Callahan, FL 32011.

- (a) Bidder and/or their designated subcontractors must meet all local, state, and federal requirements for the proper handling, transport, storage, and recycling of EEE materials.
- (b) Bidder must submit proof of an EPA identification number and proof of completion and submittal of FDEP Form 8700-12FL "Florida Notification of Regulated Waste Activity". Failure to submit this information at the time of bid opening will be grounds for bid rejection.
- (c) Bidder may be required to collect at remote Household Hazardous Waste (HHW) collection events
  - i) The County estimates a minimum of two (2) remote HHW collection events.
  - ii) Collection events will be conducted at various locations throughout the County. A list of locations, which may vary from year to year, will be provided before December 31st of each preceding year.
  - iii) Events will be held on Saturdays between the hours of 8:00 AM and 12:00 PM.
  - iv) Additionally, the County will accept EEE waste at the Nassau County Convenience Recycle Center during normal facility hours.
- (d) If requested, the Bidder shall be responsible for off-loading EEE materials from the customer's vehicle. The Contractor shall sort, count, record, pack and transport the EEE to the Contractor's designated facility. All labor, vehicles, equipment, and materials (i.e., tent(s) needed in the performance of the specified work) shall be provided by the Contractor. The Contractor shall be set up and operational a minimum of thirty (30) minutes prior to the start of each EEE collection event and remain at the remote site for a minimum of thirty (30) minutes after the end of the collection event. Prior to leaving the site, the Contractor shall insure that all EEE waste has been removed and the site is left in a clean and neat manner.
- (e) If requested to assist at a remote collection event, the Contractor shall record at a minimum, the types of EEE materials received, the number of units of EEE received and the total weight of material received.
- (f) During remote collection events, EEE materials shall only be accepted from Nassau County residents.
- (g) The Contractor shall not accept business EEE at any remote collection event. The Contractor shall provide the option for a pick-up service for commercial very small quantity generators (VSQGs) or to have the VSQG deliver the EEE to the Contractor's facility at the price specified in the contract. The Contractor shall directly bill the VSQGs for all labor, packaging, freight, disposal, and taxes incurred for all EEE directly collected and disposed of from VSQGs under this contract.



- (h) If requested, the Contractor shall staff each EEE remote collection with a minimum of one (1) project manager and sufficient laborers to unload citizen's vehicles at the remote collection events in an efficient and timely manner. The Contractor's project manager shall remain on-site at all times during the collection event. The Contractor shall have additional personnel available if needed to provide an efficient operation, which does not delay the customer.
- (i) If requested, within fifteen (15) days of notification, the Contractor shall conduct EEE collection in conjunction with the County's remote HHW collection events. The exact number of remote collection events conducted during the contract period is at the sole discretion of the Nassau County, Solid Waste Division.
- (j) The County shall provide local advertising, event signs, traffic cones, trash receptacles and access to restroom facilities at County-owned properties for each remote event.
- (k) Additional remote collection events may be scheduled based upon available funding. All events will be conducted within the boundaries of Nassau County.
- (l) The Contractor shall weigh and record the net weight of all collected EEE on a Florida State Department of Agriculture Certified Scale(s).

  - i) The scale(s) must be capable of accurately weighing from one (1) pound to four hundred (400) pounds or more.
  - ii) The Contractor shall submit a report with each invoice itemizing the quantities and weights of each bid item collected, the total weight of all material recycled, and the total weight of all material disposed.
  - iii) The Contractor shall submit the required records, reports, and invoice to the Solid Waste Division-within fifteen (15) consecutive days from a pick-up at the County's household hazardous waste facility or after a remote collection event.
  - iv) A statement must be provided on each invoice certifying that all materials have been handled, stored, recycled and/or disposed in accordance with all state, federal and local laws, and regulations.
- (m) All processing/recycling disposal subcontractors used by the Contractor for the disposal and or recycling of Cathode Ray tubes (CRT) and other electronics equipment, lead-bearing or mercury bearing components, and other residuals shall comply with all federal, state, and local rules and regulations. The Contractor shall provide record of final disposition of EEE not recycled. If non-hazardous materials will be sent overseas by your business partners, service providers, or other third parties, provide information outlining their export policies.
- (n) The Contractor shall submit, at the time of bid opening, documentation on all facilities intended for use during the de-manufacturing, recycling, and reclaiming of EEE. The document shall include proof of required regulatory permits as well as environmental protection compliance records for the previous three (3) years. The documentation shall be maintained on file with the Contractor for the duration of the Contract. Any changes to the file shall be submitted for County review at least seventy-two (72) hours prior to the collection of any EEE from the County.
- (o) The Contractor shall provide documentation of all end markets they will use for EEE recovered components and recovered materials during the course of the Contract. Acceptable documentation includes

- i) Letters or agreements/Contracts on subcontractors' letterhead
  - ii) Copies of agreements/Contracts indicating scope of agreement, dates, and signatures
  - iii) Sworn affidavit from Contractor-on-Contractor letterhead.
- (p) The County reserves the right to accept or reject each item individually or as a whole.
- (q) All pricing shall include freight, delivery, and handling charges
- (r) The payment for services will be contingent upon the accurate and timely submission of required reports to the Solid Waste Division as described herein. Additionally, the contractor must submit a signed affidavit with each request certifying that no hazardous waste collected under this contract has been shipped to foreign or overseas countries and that all materials have been stored, recycled, or disposed in compliance with local, state, and federal laws, rules and regulations.

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**EXHIBIT "C"**  
**INSURANCE REQUIREMENTS**

**GENERAL INFORMATION AND MINIMUM INSURANCE REQUIREMENTS**

**COMMERCIAL GENERAL LIABILITY INSURANCE**

The Vendor/Contractor shall purchase and maintain at the Vendor/Contractor's expense Commercial General Liability insurance coverage (ISO or comparable Occurrence Form) for the life of this Contract. Modified Occurrence or Claims Made forms are not acceptable.

The Limits of this insurance shall not be less than the following limits:

Each Occurrence Limit	\$1,000,000
Personal & Advertising Injury Limit	\$1,000,000
Products & Completed Operations Aggregate Limit	\$2,000,000
General Aggregate Limit (other than Products & Completed Operations) Applies Per Project	\$2,000,000

General liability coverage shall continue to apply to "bodily injury" and to "property damage" occurring after all work on the Site of the covered operations to be performed by or on behalf of the additional insureds has been completed and shall continue after that portion of "your work" out of which the injury or damage arises has been put to its intended use.

**WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE**

The Vendor/Contractor shall purchase and maintain at the Vendor/Contractor's expense Workers' Compensation and Employer's Liability insurance coverage for the life of this Contract.

The Limits of this insurance shall not be less than the following limits:

**Part One** – Workers' Compensation Insurance – Unlimited  
Statutory Benefits as provided in the Florida Statutes and

**Part Two** – Employer's Liability Insurance

Bodily Injury By Accident	\$500,000 Each Accident
Bodily Injury By Disease	\$500,000 Policy Limit
Bodily Injury By Disease	\$500,000 Each Employee

\*If leased employees are used, policy must include an Alternate Employer's Endorsement

**AUTOMOBILE LIABILITY INSURANCE**

The Vendor/Contractor shall purchase and maintain at the Vendor/Contractor's expense Automobile Liability insurance coverage for the life of this Contract.

The Limits of this insurance shall not be less than the following limits:

Combined Single Limit – Each Accident	\$1,000,000
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Covered Automobiles shall include any auto owned or operated by the insured Vendor/Contractor, including autos which are leased, hired, rented or borrowed, including autos owned by their employees which are used in connection with the business of the respective Vendor/Contractor.

Vendor/Contractor shall require each of his Sub-Vendor/Contractors to likewise purchase and maintain at their expense Commercial General Liability insurance, Workers' Compensation and Employer's Liability coverage and Automobile Liability insurance coverage meeting the same limit and requirements as the Vendor/Contractors insurance.



**Certificates of Insurance and the insurance policies required for this Agreement shall contain –**

- **Endorsement that coverage afforded under the policies will not be cancelled or allowed to expire until at least thirty (30) days prior written notice has been given to Nassau County Board of County Commissioners.**
  - **Nassau County Board of County Commissioners must be named as an Additional Insured and endorsed onto the Commercial General Liability (CGL), Auto Liability policy (ies).**
  - **CGL policy for construction related contracts –**
    - **Additional Insured Endorsement must include Ongoing and Completed**
    - **CGL policy shall not be endorsed with Contractual Liability Limitation Endorsement or Amendment of Insured Contract Definition**
    - **CGL policy shall include broad form contractual liability coverage for the Contractors covenants to and indemnification of the Authority under this Contract**
- **Provision under General Liability, Auto Liability and Workers' Compensation to include a Waiver of Subrogation clause in favor of Nassau County Board of County Commissioners.**
- **Provision that policies, except Workers' Compensation, are primary and noncontributory.**

Certificates of Insurance and the insurance policies required for this Agreement shall contain a provision under General Liability, Auto Liability, Environmental Liability and Workers' Compensation to include a Waiver of Subrogation clause in favor of Nassau County Board of County Commissioners.

All Insurers must be authorized to transact insurance business in the State of Florida as provided by Florida Statute 624.09(1) and the most recent Rating Classification/Financial Category of the insurer as published in the latest edition of "Best's Key Rating Guide' (Property-Casualty) must be at least A- or above.

All of the above referenced Insurance coverage is required to remain in force for the duration of this Agreement and for the duration of the warranty period. Accordingly, at the time of submission of final application for payment, Vendor/Contractor shall submit an additional Certificate of Insurance evidencing continuation of such coverage.

If the Vendor/Contractor fails to procure, maintain or pay for the required insurance, Nassau County Board of County Commissioners shall have the right (but not the obligation) to secure same in the name of and for the account of Vendor/Contractor, in which event, Vendor/Contractor shall pay the cost thereof and shall furnish upon demand, all information that may be required to procure such insurance. Nassau County Board of County Commissioners shall have the right to back-charge Vendor/Contractor for the cost of procuring such insurance. The failure of Nassau County Board of County Commissioners to demand certificates of insurance and endorsements evidencing the required insurance or to identify any deficiency in Vendor/Contractors coverage based on the evidence of insurance provided by the Vendor/Contractor shall not be construed as a waiver by Nassau County Board of County Commissioners of Vendor/Contractor's obligation to procure, maintain and pay for required insurance.

The insurance requirements set forth herein shall in no way limit Vendor/Contractors liability arising out of the work performed under the Agreement or related activities. The inclusions, coverage and limits set forth herein are minimum inclusion, coverage and limits. The required minimum policy limits set forth shall not be construed as a limitation of Vendor/Contractor's right under any policy with higher limits, and no policy maintained by the Vendor/Contractor shall be construed as limiting the type, quality or quantity of insurance coverage that Vendor/Contractor should maintain. Vendor/Contractor shall be responsible for determining appropriate inclusions, coverage and limits, which may be in excess of the minimum requirements set forth herein.

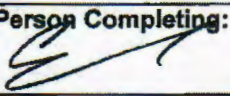
If the insurance of any Vendor/Contractor or any Sub-Vendor/Contractor contains deductible(s), penalty(ies) or self-insured retention(s), the Vendor/Contractor or Sub-Vendor/Contractor whose insurance contains such provision(s) shall be solely responsible for payment of such deductible(s), penalty(ies) or self-insured retention(s).

The failure of Vendor/Contractor to fully and strictly comply at all times with the insurance requirements set forth herein shall be deemed a material breach of the Agreement

**FORM A  
ADDENDA ACKNOWLEDGMENT**

Acknowledgment is hereby made of receipt of addenda issued during the solicitation period.

Addendum # 1 through # N/A :

Signature of Person Completing: 	Date: <u>6/30/23</u>
Printed Name: <u>Eduardo Rodriguez</u>	Title: <u>President</u>





**NASSAU COUNTY**  
**BOARD OF COUNTY COMMISSIONERS**  
Procurement Department  
96135 Nassau Place, Suite 2  
Yulee, Florida 32097  
Ph: 904-530-6040

**TO:** All Prospective Bidders  
**FROM:** Thomas O'Brien, Procurement Specialist  
**SUBJECT:** **Addendum No. 1**  
End-of-Life Electronic Equipment Disposal  
Solicitation Number: NC23-045-ITB  
**DATE:** June 30, 2023

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This addendum is hereby incorporated into the solicitation documents of the solicitation referenced above. The following items are clarifications, corrections, additions, deletions and/or revisions to, and shall take precedence over, the original documents.

**Question and Answer:**

1. Do we have access, or could we request a copy of the previous contract for end-of-life electronic equipment disposal?

*Answer: There was not a contract previously in place for these services.*

2. Also, will there be a pre-bid site meeting?

*Answer: No. There will not be a pre-bid meeting held for this solicitation.*

3. Are the pickups at one central location?

*Answer: No. Regular pick-ups will occur at 46026 Landfill Rd Callahan FL 32011. The Household Hazardous Waste (HHW) events are held 86200 Gene Lasserre Blvd Yulee, FL 32097.*

4. What are the make/model/series of the laptops?

*Answer: Any brand/make/model may be disposed for pick up.*

5. Are the laptops and or desktops engraved with the school's information?

*Answer: No.*

6. What generation are the iPads?

*Answer. Any generation model may be disposed for pick up.*

**The solicitation due date and opening time remains: July 6, 2023 at 10:00AM EST**

**VENDOR HEREBY ACKNOWLEDGES THIS ADDENDUM ELECTIONICALLY THROUGH PLANETBIDS BY ITS BID SUBMISSION.**



**FORM B**  
**SWORN STATEMENT**  
**UNDER FLORIDA STATUTE 287.133(3)(a) ON PUBLIC ENTITY CRIMES**

TO BE RETURNED WITH BID

THIS MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Proposal or Contract for Nassau County End-of-Life Electronic Equipment Disposal.
2. This sworn statement is submitted by Electronic Recycling Center, Inc.  
 (entity submitting sworn statement) whose business address is 5501 NW 36 Ave. Miami, FL 33142  
 and its Federal Employee Identification Number (FEIN) is 20-8910431. (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: N/A.)
3. My name is Eduardo Rodriguez (please print name of individual signing), and my relationship to the entity named above is President.
4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services, any leases for real property, or any contract for the construction or repair of a public building or public work, to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction or a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in paragraph 287.133(1)(a), Florida Statutes, means:
  - a. A predecessor or successor of a person convicted of a public entity crime; or
  - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not to fair market value under an arm's length agreement, shall be prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.
7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees,



members, and agents who are active in management of an entity. 8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one of more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, and (Please indicate which additional statement applies.)

There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the Hearing Officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

*[Signature]*  
Signature  
06-30-2023  
Date

State of: Florida  
County of: Miami-Dade

Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this 30th day of JUNE, 2023 by EDUARDO RODRIGUEZ who is  personally known to me or  produced \_\_\_\_\_ as identification.

*[Signature]*  
Notary Public  
My commission expires: 05-17-2027





## FORM C BIDDER QUESTIONNAIRE

The following questionnaire shall be answered by the Bidder for use in the evaluation process.

1. Company Name: Electronic Recycling Center, Inc.  
 Address: 5501 NW 36 Ave. V  
 City/State/Zip: Miami FL 33142  
 Phone: Email: (305) 492-9100 mp@ercrecycling.com  
 Website Address: www.ercrecycling.com

2. COMPANY STRUCTURE:  
 Sole Proprietor     Partnership     Corporation     Other \_\_\_\_\_

3. Are you registered with the FL Secretary of State to conduct business?     Yes     No

4. Are you properly licensed/certified by the Federal or State to perform the specified services?  
 Yes     No

5. EXPERIENCE:  
 Years in business: 16 years  
 Years in business under this name: 16 years  
 Years performing this type of work: 16 years  
 Value of work now under contract: 600K  
 Value of work in place last year: 500K  
 Percentage (%) of work usually self-performed: 100%  
 Name of sub-vendors you may use: N/A  
 Has your company: Failed to complete or defaulted on a contract:     Yes     No  
 Been involved in bankruptcy or reorganization:     Yes     No  
 Pending judgment claims or suits against firm:     Yes     No

6. PERSONNEL  
 How many employees does your company employ: 20  
 (may use additional sheets if needed).

Position/Category (List all)	Full-time	Part-time
Management <u>Eduardo</u>	✓	
<u>Michel Alvarez</u>	✓	
<u>Jose Acias</u>	✓	
<u>Jorge Baro</u>	✓	
<u>Frank Chatman</u>	✓	
<u>Nestor Garcia</u>	✓	
<u>Gustavo Hidalgo</u>	✓	
<u>Milord Hippolyte</u>	✓	
<u>Tiegail Hillings</u>	✓	
<u>Milene Pineda</u>	✓	
<u>Raimundo Pervert</u>	✓	
<u>Erik Rivera</u>		✓
<u>Luis Rivera</u>	✓	
<u>Eric Rodriguez</u>	✓	
<u>Gabriel Rodriguez</u>	✓	
<u>George Rodriguez</u>	✓	
<u>John Rodriguez</u>	✓	
<u>Dahenia Sanchez</u>	✓	
<u>Miguel Suarez</u>	✓	
<u>Freddy Chavarria</u>	✓	



7. REFERENCES:

List at least three references for which you have provided these services (similar scope/size) in the past five years - preferably government agencies.

Reference #1:  
 Company/Agency Name: Miami-Dade County Solid Waste  
 Address: 111 NW 1 Street, 26th Floor, Miami, FL 33128  
 Contract Person: Eduardo Ramos  
 Phone: Email: (305) 778-5866 eduardo.ramos@miamidade.gov  
 Project Description: E-waste collection and recycling services.  
 Contract \$ Amount: \$118,000  
 Date Completed: Ongoing

Reference #2:  
 Company/Agency Name: Broward County Public Works  
 Address: 1 North University Dr. Ste 460, Plantation, FL 33324  
 Contract Person: Jennifer Domenech  
 Phone: Email: (954) 474-1836 jdomenech@broward.org  
 Project Description: E-waste collection and recycling services.  
 Contract \$ Amount: \$65,000  
 Date Completed: Ongoing

Reference #3:  
 Company/Agency Name: Monroe County Public Works  
 Address: 1100 Simonton St. RM 2-23N, Key West, FL 33040  
 Contract Person: Cheryl Sullivan  
 Phone: Email: (305) 292-4432  
 Project Description: E-waste collection and recycling services.  
 Contract \$ Amount: N/A  
 Date Completed: Ongoing

8. NOTICE OF PARTIES AND BINDING AUTHORITY

The following information is required if Respondent is selected for award of a contract with the County.

Notice to Parties

All notices, demands, requests for approvals or other communications shall be in writing, and shall be sent by registered or certified mail, postage prepaid, return receipt requested, or overnight delivery service (such as federal express), or courier service or by hand delivery to:

Contractor Name: Electronic Recycling Center, Inc.  
 Attn: Eduardo Rodriguez  
 Mailing Address: 5501 NW 31 Ave, Miami, FL 33142.

Binding Authority

The person to execute the contract must be an officer of the company. If not an officer of the company, Respondent must provide proof of signing authority. Please provide the name, email address, and phone number of person who will execute the contract, if awarded.

Name of Person to execute contract (if awarded): Eduardo Rodriguez  
 Title: President  
 Email Address: md@erc.recycling.com  
 Phone Number: (305) 482-9100




### FORM C DRUG FREE WORKPLACE CERTIFICATE

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that Electronic Recycling Center, Inc. (print or type name of firm):

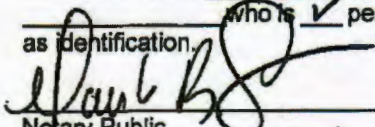
1. Publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance in the workplace named above and specifying actions that will be taken against violations of such prohibition.
2. Informs employees about the dangers of drug abuse in the workplace, the firm's policy of maintaining a drug free working environment, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug use violations.
3. Gives each employee engaged in providing commodities or contractual services that are under bid or proposal, a copy of the statement specified above.
4. Notifies the employees that as a condition of working on the commodities or contractual services that are under bid or proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, plea of guilty or nolo contendere to, any violation of Chapter 1893, or any controlled substance law of the State of Florida or the United States, for a violation occurring in the work place, no later than five (5) days after such conviction, and requires employees to sign copies of such written statement to acknowledge their receipt.
5. Imposes a sanction on, or requires the satisfactory participation in, a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
6. Makes a good faith effort to continue to maintain a drug free workplace through the implementation of a drug free workplace program.

"As a person authorized to sign a statement, I certify that the above-named business, firm, or corporation complies fully with the requirements set forth herein."

  
 \_\_\_\_\_  
 Authorized Signature  
06-30-2023  
 \_\_\_\_\_  
 Date Signed

State of: Florida  
 County of: Miami-Dade

Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this 30<sup>th</sup> day of JUNE, 2023 by Eduardo Rodriguez who is  personally known to me or  produced \_\_\_\_\_ as identification.

  
 \_\_\_\_\_  
 Notary Public  
 My commission expires: MAY 17, 2027





**FORM E**  
**E-VERIFY AFFIDAVIT**

**NASSAU COUNTY E-VERIFY FORM UNDER  
SECTION 448.095, FLORIDA STATUTES**

Project Name: End-of-Life Electronic Equipment Disposal  
Bid No./Contract No.: NC23-045-ITB

**DEFINITIONS:**

"Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. "Contractor" includes, but is not limited to, a vendor or consultant.

"Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

"E-Verify System" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

**Effective January 1, 2021, Contractors, shall register with and use the E-Verify System in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:**

- a. All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and
- b. All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with Nassau County. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with Nassau County; and
- c. Should vendor become the successful Contractor awarded for the above-named project, by entering into the contract, the Contractor shall comply with the provisions of Section 448.095, Florida Statutes, "Employment Eligibility", as amended from time to time. This includes, but is not limited to, registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. The Contractor shall also execute the attached affidavit (Attachment "A") attesting that the Contractor does not employ, contract with, or such affidavit for the duration of the contract; and
- d. Contractor shall also require all subcontractors to execute the attached affidavit (Attachment "B") attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract.

**CONTRACT TERMINATION:**

- a. If Nassau County has a good faith belief that a Contractor has knowingly violated §448.09(1) or §448.095(2), Florida Statutes, the contract shall be terminated.
- b. If Nassau County has a good faith belief that a subcontractor has knowingly violated §448.09(1) or §448.095(2), Florida Statutes, but the Contractor otherwise complied with Chapter 448, Florida Statutes, Nassau County shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor.
- c. A contract terminated under subparagraph a) or b) is not a breach of contract and may not be considered as such.
- d. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination.
- e. If the contract is terminated for a violation of the Statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.




**FORM E - 1  
CONTRACTOR E-VERIFY AFFIDAVIT**

I hereby certify that Electronic Recycling Center (Contractor Company Name) does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

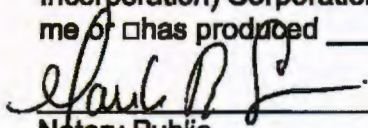
All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of Electronic Recycling Center (Contractor Company Name) proof of registration in the E-Verify system is attached to this Affidavit.

  
Print Name: Eduardo Rodriguez  
Date: 6-30-23

STATE OF FLORIDA  
COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this June 30<sup>th</sup>, 2023 (Date) by Eduardo Rodriguez (Name of Officer or Agent, Title of Officer or Agent) of Electronic Recycling Center (Name of Contractor Company Acknowledging), a Florida (State or Place of Incorporation) Corporation, on behalf of the Corporation. He/She is  personally known to me or  has produced \_\_\_\_\_ as identification.

  
Notary Public  
YAMILE R. COBAS  
Printed Name

My Commission Expires: May 17, 2027





**FORM E - 2  
SUBCONTRACTOR E-VERIFY AFFIDAVIT**

I hereby certify that N/A (Subcontractor Company Name) does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of \_\_\_\_\_ (Subcontractor Company Name) proof of registration in the E-Verify system is attached to this Affidavit.

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_\_ (Date) by \_\_\_\_\_ (Name of Officer or Agent, Title of Officer or Agent) of \_\_\_\_\_ (Name of Contractor Company Acknowledging), a \_\_\_\_\_ (State or Place of Incorporation) Corporation, on behalf of the Corporation. He/She is  personally known to me or  has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public  
\_\_\_\_\_  
Printed Name  
My Commission Expires: \_\_\_\_\_

**ATTACHMENT "I"**

**CONTRACT FOR \*\*\*\*\* SERVICES**

THIS CONTRACT is entered into by and between the **BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA**, a political subdivision of the State of Florida, hereinafter referred to as the "County", and \_\_\_\_\_, located at \_\_\_\_\_, hereinafter referred to as the "Vendor".

**WHEREAS**, the County received \_\_\_\_\_ for \_\_\_\_\_ services, on \_\_\_\_\_ at \_\_\_\_\_; and

**WHEREAS**, the County has determined that the Vendor was the lowest, most responsive and responsible bidder; and

**WHEREAS**, all terms and conditions of the County's request for quote/bid/proposal and the Vendor's response are incorporated herein and made a part of this Contract by this reference; and

**WHEREAS**, a copy of the Vendor's Response Price Sheet is attached hereto as Exhibit "A" and made a part hereof.

**NOW, THEREFORE**, in consideration of the terms and conditions herein set forth, the County and the Vendor agree as follows:

**SECTION 1. Recitals.**

1.1 The above recitals are true and correct and are incorporated herein, in their entirety, by this reference.

**SECTION 2. Contract Exhibits.**

2.1 The Exhibits listed below are the exhibits incorporated into and made part of this Contract:

**Exhibit A    VENDOR'S RESPONSE PRICE SHEET**



**Exhibit B** VENDOR'S TECHNICAL SPECIFICATIONS/SCOPE OF WORK

**Exhibit C** INSURANCE DOCUMENTS

**SECTION 3. Description of Services and/or Materials to be Provided.**

3.1 The Vendor shall provide the services and/or materials further described in the Vendor's *Technical Specifications/Scope of Work*, a copy of which is attached hereto and incorporated herein as Exhibit "B". This Contract standing alone does not authorize the performance of any work or require the County to place any orders for work. The Vendor shall commence the work in accordance with the issuance of a written *Notice to Proceed* for services and/or materials issued by the County. The Vendor shall provide the services and materials as contained in the *Technical Specifications/Scope of Work* in a timely and professional manner in accordance with specifications referenced herein.

**SECTION 4. Payment and Invoicing.**

4.1 County shall pay Vendor in an amount not to exceed XXXX for the services referenced in Exhibit(s) A and B. No payment shall be made for services and/or materials without a proper County work authorization or purchase order. The Vendor shall submit a copy of all invoices to both the Department Director or designee and to [invoices@nassaucountyfl.com](mailto:invoices@nassaucountyfl.com) for payment. The invoice submitted shall include the contract number referenced and shall be in sufficient detail as to item, quantity and price in order for the County to verify compliance with the awarded bid specifications and conditions of this Contract. Payment shall not be made until services and/or materials have been received, inspected and accepted by the County in the quantity and/or quality ordered. Payment in advance of receipt of services and/or materials by the County **cannot** be made. The County shall pay the Vendor within forty-five (45) calendar days of receipt and acceptance of invoice by the Director of Public Works, pursuant to and in accordance with the promulgations set forth by the State of Florida's Prompt Payment Act found at Section 218.70,

Florida Statutes. Vendor shall honor all purchase orders or work authorizations issued prior to the expiration of the term of this Contract.

**SECTION 5. Acceptance of Services and/or Materials.**

5.1 Receipt of services and/or materials shall not constitute acceptance by the County. Final acceptance and authorization of payment shall be given only after a thorough inspection by the County indicates that the services and/or materials meet bid specifications and conditions. Should the quantity and/or quality differ in any respect from specifications, payment shall be withheld by the County until such time as the Vendor takes necessary corrective action. If the proposed corrective action is not acceptable to the County, the County Manager's Office may authorize the refusal of final acceptance of the quantity and/or quality received. Should a representative of the County agree to accept the services and/or materials on condition that the Vendor shall correct their performance within a stipulated time period, then payment shall be withheld until said corrections are made.

**SECTION 6. Firm Prices.**

6.1 Prices for services and/or materials covered in the specifications of this Contract shall remain firm for the period of this Contract pursuant to pricing as reflected in Exhibit "A"; net delivered to the ordering agency, **F.O.B. DESTINATION**. No additional fees or charges shall be accepted or paid for by the County.

**SECTION 7. Funding.**

7.1 The County's performance and obligation under this Contract is contingent upon an annual appropriation by the Board of County Commissioners for subsequent fiscal years and is subject to termination based on lack of funding.

**SECTION 8. Expenses.**



**8.1** The Vendor shall be responsible for all expenses incurred while performing the services under this Contract including, but not limited to, license fees, memberships and dues; automobile and other travel expenses; meals and entertainment; insurance premiums; and all salary, expenses and other compensation paid to the Vendor's agents, if any, hired by the Vendor to complete the work under this Contract.

**SECTION 9. Taxes, Liens, Licenses and Permits.**

**9.1** The Vendor recognizes that the County, by virtue of its sovereignty, is not required to pay any taxes on the services or goods purchased under the terms of this Contract. As such, the Vendor shall refrain from including taxes in any billing. The Vendor is placed on notice that this exemption generally does not apply to nongovernmental entities, contractors, or subcontractors. Any questions regarding this tax exemption shall be addressed to the County Manager.

**9.2** The Vendor shall secure and maintain all licenses and permits required to perform the services under this Contract and to pay any and all applicable sales or use tax, or any other tax or assessment which shall be imposed or assessed by any and all governmental authorities, required under this Contract, and to meet all federal, state, county and municipal laws, ordinances, policies and rules.

**9.3** The Vendor acknowledges that property being improved that is titled to the County, shall not be subject to a lien of any kind for any reason. The Vendor shall include notice of such exemptions in any subcontracts and purchase orders issued under this Contract.

**SECTION 10. Governing Law, Venue and Compliance with Laws.**

**10.1** This Contract shall be deemed to have been executed and entered into within the State of Florida and any dispute arising hereunder, shall be governed, interpreted and construed according to the laws of the State of Florida, the Ordinances of Nassau County, and any applicable federal statutes, rules and regulations. Any and all litigation arising under this Contract shall be

brought in Nassau County, Florida, and any trial shall be non-jury. Any mediation, pursuant to litigation, shall occur in Nassau County, Florida.

**10.2** The Vendor shall comply with applicable regulatory requirements including federal, state, and local laws, rules, regulations, codes, orders, criteria and standards.

**SECTION 11. Change Orders.**

**11. 1** The County reserves the right to order, in writing, changes in the work within the scope of the Contract, such as change in quantity or delivery schedule. The Vendor has the right to request an equitable price adjustment in cases where changes to the Contract under the authority of this clause result in increased costs to the Vendor.

**SECTION 12. Modifications.**

**12. 1** The terms of this Contract may be modified only upon the written and mutual consent of both parties, and approval by appropriate legal authority in the County.

**SECTION 13. Assignment and Subcontracting.**

**13.1** The Vendor shall not assign, sublet, convey or transfer its interest in this Contract without the prior written consent of the County.

**13.2** In order to assign this Contract, or to subcontract any of the work requirements to be performed, the Vendor shall ensure and provide assurances to the County, that any subcontractor selected for work under this Contract has the necessary qualifications and abilities to perform in accordance with the terms and conditions of this Contract. The Vendor shall provide the County with the names of any subcontractor considered for work under this Contract; the County reserves the right to reject any subcontractor whose qualifications or performance, in the County's judgement, are insufficient. The Vendor shall be responsible for all work performed and all expenses incurred with the project. Any subcontract arrangements shall be evidenced by a written document available to the County upon request. The Vendor further agrees that the County shall



not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract. The Vendor, at its expense, shall defend the County against such claims.

13.3 The Vendor shall make payments to any of its subcontractors within seven (7) working days after receipt of full or partial payments from the County in accordance with Section 287.0585, Florida Statutes, unless otherwise stated in the contracts between the Vendor and subcontractors. The Vendor's failure to pay its subcontractor(s) within seven (7) working days shall result in a penalty charged against the Vendor and paid to the subcontractors in the amount of one-half of one percent (0.50%) of the amount due per day from the expiration of the period allowed herein for payment. Such penalty shall be in addition to the actual payments owed and shall not exceed fifteen percent (15%) of the outstanding balance due.

**SECTION 14. Severability.**

14.1 If any section, subsection, sentence, clause, phrase, or portion of this Contract is, for any reason, held invalid, unconstitutional, or unenforceable by any Court of Competent Jurisdiction, such portion shall be deemed as a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

**SECTION 15. Termination for Default.**

15.1 If the Vendor fails to perform any of its obligations under this Contract, and if such default remains uncured for a period of more than fifteen (15) days after notice thereof was given in writing by the County to the Vendor, then the County may, without prejudice to any right or remedy the County may have, terminate this Contract.

15.2 Upon termination of this Contract, the Vendor shall immediately (1) stop work on the date specified; (2) terminate and settle all orders and subcontracts relating to the performance of the terminated work; (3) transfer all work in process, completed work, and other materials related

to the terminated work to the County; (4) render to the County all property belonging to the County, including but not limited to, equipment, books, and records.

**SECTION 16. Termination for Convenience.**

16.1 The County reserves the right to terminate this Contract in whole or part by giving the Vendor written notice at least thirty (30) days prior to the effective date of the termination. Upon receipt of written notice of termination from the County, the Vendor shall only provide those services and/or materials specifically approved or directed by the County. All other rights and duties of the parties under the Contract shall continue during such notice period, and the County shall continue to be responsible to the Vendor for the payment of any obligations to the extent such responsibility has not been excused by breach or default of the Vendor. The Vendor shall promptly contact the County to make arrangements to render to the County all property belonging to the County, including but not limited to, equipment, books, and records.

**SECTION 17. Force Majeure.**

17.1 Neither party of this Contract shall be liable to the other for any cost or damages if the failure to perform the Contract arises out of causes beyond the control and without the fault or negligence of the parties. Such causes may include, but are not restricted to, acts of nature, fires, quarantine restrictions, strikes and freight embargoes. In all cases, the failure to perform shall be totally beyond the control and without any fault or negligence of the party.

17.2 In the event of delay from the foregoing causes, the party shall take all reasonable measures to mitigate any and all resulting delay or disruption in the party's performance obligation under this Contract. If the delay is excusable under this section, the delay shall not result in any additional charge or cost under the Contract to either party. In the case of any delay that the Vendor believes is excusable under this section, the Vendor shall notify the County in writing of the delay or potential delay and describe the cause of the delay either: (1) within ten (10) calendar days after



the cause that created or will create the delay first arose, if the Vendor could reasonably foresee that a delay could occur as a result; or (2) within five (5) calendar days after the date the Vendor first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. THE FOREGOING SHALL CONSTITUTE THE VENDOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY. Providing notice in strict accordance with this section is a condition precedent to such remedy. The County, in its sole discretion, shall determine if the delay is excusable under this section and shall notify the Vendor of its decision in writing. No claim for damages, other than for an extension of time, shall be asserted against the County. The Vendor shall not be entitled to an increase in the Contract price or payment of any kind from the County for direct, indirect, consequential, impact, or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this section, after the causes have ceased to exist, the Vendor shall perform at no increased cost, unless the County determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the County, in which case, the County may do any or all of the following: (1) accept allocated performance or deliveries from the Vendor, provided that the Vendor grants preferential treatment to the County with respect to products or services subjected to allocation; (2) purchase from other sources (without recourse to and by the Vendor for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Contract quantity; or (3) terminate the Contract in whole or in part.

**SECTION 18. Access and Audits of Records.**

**18.1** The Vendor shall maintain adequate records to justify all charges, expenses, and costs incurred in providing the services and materials for at least three (3) years after completion of work

contemplated under this Contract. The County and the County Clerk of Court shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours upon five (5) days' written notice to the Vendor.

**SECTION 19. Public Emergencies.**

19.1 The Vendor agrees that before, during, and after a public emergency, disaster, hurricane, tornado, flood, or other acts of nature that the County shall require a "First Priority" for services and materials. The County expects to pay a fair and reasonable price for all services and materials rendered or contracted in the event of a disaster, emergency, hurricane, tornado or other acts of nature.

**SECTION 20. Term of Contract and Option to Extend or Renew.**

20.1 The term of this Contract shall begin upon the date of execution by both parties to this Contract and shall terminate on September 30, 2022. The term of this Contract may be extended in one (1) year increments, for up to two (2) additional years, with no changes in terms or conditions, upon mutual written agreement between the Vendor and the County. Any extension or amendment to this Contract shall be subject to availability of funds of the County as set forth in Section 7 hereinabove.

20.2 In the event that the Contract is continued beyond the term provided above by mutual consent of the parties and not reduced to writing, this Contract shall be carried out on a month-to-month basis and shall not constitute an implied renewal of the Contract. Said month-to-month extension shall be upon the same terms of the Contract and at the compensation and payment provided herein.

**SECTION 21. Probationary Period.**

21.1 The first ninety (90) days of this Contract are to be considered a "probationary period." Notwithstanding Sections 15 and 16 hereinabove, during the probationary period, the County may



terminate this Contract based upon the performance of the Vendor and a new award be granted without another formal bid.

**SECTION 22. Independent Vendor Status.**

22.1 The Vendor shall perform the services under this Contract as an independent contractor and nothing contained herein shall be construed to be inconsistent with this relationship or status. Nothing in this Contract shall be interpreted or construed to constitute the Vendor or any of its agents or employees to be an agent, employee or representative of the County.

22.2 The Vendor and the County agree that during the term of this Contract: (a) the Vendor has the right to perform services for others; ((b) the Vendor has the right to perform the services required by this Contract; and (c) the Vendor has the right to hire assistants as subcontractors, or to use employees to provide the services required by this Contract.

**SECTION 23. Indemnification.**

23.1 The Vendor shall indemnify and hold harmless the County and its agents and employees from all claims, liabilities, damages, losses, expenses and costs, including attorney's fees, arising out of or associated with or caused by the negligence, recklessness, or intentionally wrongful conduct of the Vendor or any persons employed or utilized by the Vendor, in the performance of this Contract. The Vendor shall, at its own expense, defend any and all such actions, suits, or proceedings which may be brought against the County in connection with the Vendor's performance under this Contract.

**SECTION 24. Insurance.**

24.1 The Vendor shall provide and maintain at all times during the term of this Contract, without cost or expense to the County, such commercial (occurrence form) or comprehensive general liability, workers compensation, professional liability, and other insurance policies as detailed in Exhibit "C". The policy limits required are to be considered minimum amounts.

**23.2** The Vendor shall provide to the County a Certificate of Insurance for all policies of insurance and renewals thereof in a form acceptable to the County. Said certificates shall provide that the Nassau County Board of County Commissioners is an additional insured, and that the County shall be notified in writing of any reduction, cancellation or substantial change of policy or policies at least thirty (30) days prior to the effective date of said action with the exception of ten (10) days for non-payment. All insurance policies shall be issued by responsible companies who are acceptable to the County and licensed and authorized under the laws of the State of Florida.

**SECTION 25. Dispute Resolution Process.**

**25.1** In the event of a dispute regarding the interpretation of the terms of this Contract, the County, in its sole discretion, may elect to use the dispute resolution process as set forth in this section.

**25.2** In the event the County elects to use the dispute resolution process under this section, the County shall send a written communication to the Vendor pursuant to Section 32 hereinbelow. The written notification shall set forth the County's interpretation of the terms of this Contract.

**25.3** The County shall then set a date and time for the parties to meet with the County Manager or designee. This meeting shall be set no more than twenty (20) days from the date that the written communication was sent to the Vendor. The Vendor may submit a written response to the County's written communication no less than five (5) days prior to the meeting with the County Manager or designee.

**25.4** If no satisfactory resolution as to the interpretation of the Contract terms reached at the meeting with the County Manager or designee, then the parties may elect to submit the dispute to mediation in accordance with mediation rules as established by the Florida Supreme Court. Mediators shall be chosen by the County and the cost of mediation shall be borne by the Vendor.



The Vendor shall not stop work during the pendency of the dispute resolution or mediation process as set forth in this section.

**SECTION 26. E-Verify.**

**26.1** The Vendor shall comply with Section 448.095, Florida Statutes, and use the United States Department of Homeland Security's E-Verify system ("E-Verify") to verify the employment eligibility of all persons hired by the Vendor during the term of this Contract to work in Florida. Additionally, if the Vendor uses subcontractors to perform any portion of the work (under this Contract), the Vendor shall include a requirement in the subcontractor's contract that the subcontractor use E-Verify to verify the employment eligibility of all persons hired by subcontractor to perform any such portion of the work. Answers to questions regarding E-Verify as well as instructions on enrollment may be found at the E-Verify website: [www.uscis.gov/e-verify](http://www.uscis.gov/e-verify).

**26.2** The Vendor shall maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the County or other authorized entity consistent with the terms of the Vendor's enrollment in the program. This includes maintaining a copy of proof of the Vendor's and subcontractors' enrollment in the E-Verify program. If the Vendor enters into a contract with a subcontractor, the subcontractor shall provide the Vendor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Vendor shall maintain a copy of such affidavit for the duration of the Contract.

**26.3** Compliance with the terms of the E-Verify program provision is made an express condition of this Contract and the County may treat a failure to comply as a material breach of the Contract. If the County terminates the Contract pursuant to Section 448.095(2)(c), Florida Statutes, the Vendor may not be awarded a public contract for at least one (1) year after the date



on which the contract was terminated and the Vendor is liable for any additional costs incurred by the County as a result of the termination of this Contract.

**SECTION 27. Public Records.**

**27.1** The County is a public agency subject to Chapter 119, Florida Statutes. **IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 530-6090, RECORDS@NASSAUCOUNTYFL.COM, 96135 NASSAU PLACE, SUITE 6, YULEE, FLORIDA 32097.** Under this Contract, to the extent that the Vendor is providing services to the County, and pursuant to Section 119.0701, Florida Statutes, the Vendor shall:

- a. Keep and maintain public records required by the County to perform the service.
- b. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Vendor does not transfer the records to the County.
- d. Upon completion of the Contract, transfer, at no cost, to the County all public records in possession of the Vendor or keep and maintain public records required by the County to perform the service. If the Vendor transfers all public records to the County upon completion

of the Contract, the Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Vendor keeps and maintains public records upon completion of the Contract, the Vendor shall meet all applicable requirements for retaining public records. All records stored electronically shall be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

27.2 A request to inspect or copy public records relating to the County's contract for materials shall be made directly to the County. If the County does not possess the requested records, the County shall immediately notify the Vendor of the request, and the Vendor shall provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.

27.3 If the Vendor does not comply with the County's request for records, the County shall enforce the Contract provisions in accordance with the Contract.

27.4 If the Vendor fails to provide the public records to the County within a reasonable time, the Vendor may be subject to penalties under Section 119.10, Florida Statutes.

27.5 If a civil action is filed against the Vendor to compel production of public records relating to the Contract, the Court shall assess and award against the Vendor the reasonable costs of enforcement, including reasonable attorney fees if:

(a) The Court determines that the Vendor unlawfully refused to comply with the public records request within a reasonable time; and

(b) At least eight (8) business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the Vendor has not complied with the request, to the County and to the Vendor.



27.6 A notice complies with Section 27.5 (b) hereinabove, if it is sent to the County's custodian of public records and to the Vendor at the Vendor's address listed on its Contract with the County or to the Vendor's registered agent. Such notices shall be sent pursuant to Section 32 hereinbelow.

27.7 If the Vendor complies with a public records request within eight (8) business days after the notice is sent, the Vendor is not liable for the reasonable costs of enforcement.

**SECTION 28. Disclosure of Litigation, Investigations, Arbitration or Administrative Decisions.**

28.1 During the term of this Contract, or any extension thereto, the Vendor shall have the continued duty to disclose to the County Attorney, in writing, upon occurrence, all civil or criminal litigation, arbitration, mediation, or administrative proceeding involving the Vendor. If the existence of the proceeding causes the County concerns that the Vendor's ability or willingness to perform this contract is jeopardized, the Vendor may be required to provide the County with reasonable written assurance to demonstrate the Vendor can perform the terms and conditions of the Contract.

**SECTION 29. Public Entity Crimes.**

29.1 In accordance with Section 287.133, Florida Statutes, the Vendor certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date of this Contract.

**SECTION 30. Anti-Discrimination.**

30.1 The Vendor agrees that it will not discriminate in employment, employee development, or employee advancement because of religious or political opinions or affiliations,

race, color, national origin, sex, age, physical handicap, or other factors, except where such factor is a bonified occupational qualification or is required by State and/or Federal Law.

**SECTION 31. Advertising.**

31.1 The Vendor shall not publicly disseminate any information concerning this Contract without prior written approval from the County, including but not limited to, mentioning the Contract in a press release or other promotional material, identifying the County as a reference, or otherwise linking the Vendor's name and either description of this Contract or the name of the County in any material published, either in print or electronically, to any entity that is not a party this Contract, except potential or actual authorized distributors, dealers, resellers, or service representative.

**SECTION 32. Notices.**

32.1 All notices, demands, requests for approvals or other communications given by the parties to another in connection with this Contract shall be in writing, and shall be sent by registered or certified mail, postage prepaid, return receipt requested, or overnight delivery service (such as federal express), or courier service or by hand delivery to the office of each party indicated below:

County: Nassau County  
Attn:  
96135 Nassau Place  
Yulee, Florida 32097

Vendor: [Vendor Address]  
Attn: [Vendor Contact Person]  
[Vendor Address]



**SECTION 33. Attorney's Fees.**

33.1 Notwithstanding the provisions of Section 27 hereinabove, in the event of any legal action to enforce the terms of this Contract each party shall bear its own attorney's fees and costs.

**SECTION 34. Authority to Bind.**

34.1 The Vendor represents and warrants that the Vendor's undersigned representative if executing this Contract of behalf of a partnership, corporation or agency has the authority to bind the Company to the terms of this Contract.

**SECTION 35. Conflicting Terms, Representations and No Waiver of Covenants or Conditions.**

35.1 In the event of any conflict between the terms of this Contract and the terms of any attachments, the terms of this Contract shall prevail.

35.2 All representations, indemnifications, warranties and guaranties made by the Vendor in this Contract, as well as all continuing obligations indicated in this Contract, shall survive final payment and termination or completion of this Contract.

35.3 The failure of either party to insist on strict performance of any covenant or condition herein, or to exercise any option herein contained, shall not be construed as a waiver of such covenant, condition, or option in any other instance.

35.4 The Vendor warrants that all goods provided by the Vendor under this Contract shall be merchantable. All goods provided shall be of good quality within the description given by the County, shall be fit for their ordinary purpose, shall be adequately contained and packaged with the description given by the County, shall conform to the agreed upon specifications, and shall conform to the affirmations of facts made by the Vendor or on the container or label.

**SECTION 36. Construction of Contract.**



**36.1** The parties hereby acknowledge that they have fully reviewed this Contract and any attachments and have had the opportunity to consult with legal counsel of their choice, and that this Contract shall not be construed against any party as if they were the drafter of this Contract.

**SECTION 37. Headings.**

**37.1** The section headings and captions of this Contract are for convenience and reference of the parties and in no way define, limit or describe the scope or intent of this Contract or any part thereof.

**SECTION 38. Entire Agreement and Execution.**

**38.1** This Contract, together with any attachments, constitutes the entire Contract between the County and the Vendor and supersedes all prior written or oral understandings.

**38.2** This Contract may be executed in any number of counterparts; each executed counterpart hereof shall be deemed an original; and all such counterparts, when taken together, shall be deemed to constitute one and the same instrument.

**SECTION 39. Change of Laws.**

**39.1** If there is a change in any state or federal law, regulation or rule or interpretation thereof, which affects this Contract or the activities of either party under this Contract, and either party reasonably believes in good faith that the change will have a substantial adverse effect on that party's rights or obligations under this Contract, then that party may, upon written notice, require the other party to enter into good faith negotiations to renegotiate the terms of this Contract. If the parties are unable to reach an agreement concerning the modification of this Contract within fifteen (15) days after the date of the notice seeking renegotiation, then either party may terminate this Contract by written notice to the other party. In such event, Vendor shall be paid its compensation for services performed prior to the termination date.

**IN WITNESS WHEREOF**, the parties have executed this Contract which shall be deemed an original on the day and year last written below.

**BOARD OF COUNTY COMMISSIONERS  
NASSAU COUNTY, FLORIDA**

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

Attest as to authenticity of the  
Chair's signature:

\_\_\_\_\_  
JOHN A. CRAWFORD  
Its: Ex-Officio Clerk

Approved as to form and legality by the  
Nassau County Attorney

\_\_\_\_\_  
DENISE C. MAY

**VENDOR**

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_



# COMPLIANCE PACKET

(320) 251-7400 | 660 MAYHEW LAKE ROAD NE, SAINT CLOUD, MINNESOTA 56304

[WWW.IRTMN.COM](http://WWW.IRTMN.COM)

Updated June 30, 2022  
This is an uncontrolled document.



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## TABLE OF CONTENTS

Company & Facility Overview .....	- 2 -
Site Description .....	- 3 -
Integrated Management System Policy .....	- 4 -
Process Flow Diagram .....	- 5 -
Focus Material Management Plan .....	- 6 -
Integrated Management System Manual .....	- 10 -
Site Security .....	- 11 -
Data Security .....	- 11 -
Transportation .....	- 11 -
Employment Practices .....	- 12 -
Financial Assurance.....	- 13 -
Our Certifications .....	- 13 -
Appendix A – R2v3 Certificate.....	- 14 -
Appendix B – RIOS:2016 Certificate .....	- 16 -
Appendix C – Industrial Stormwater Permit – No Exposure.....	- 17 -
Appendix D – Hazardous & Universal Waste Identification .....	- 18 -
Appendix E – Certificate of Insurance .....	- 19 -
Appendix F – IRT Service & Purchasing Terms .....	- 20 -





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## COMPANY & FACILITY OVERVIEW

**Address:** 660 Mayhew Lake Road NE  
Saint Cloud, MN 56304

**Telephone:** (320) 251-7400

**Website:** www.irtmn.com

**Year Established:** 1997

**Building Size:** 238,295 sq. ft.

**Property Size:** 22.56 acres

**No. of Employees:** 90

**Hours of Operation:** Monday – Friday  
7:00 AM – 4:00 PM

**Company Contacts:** Steve Budd, CEO / President  
steve@irtmn.com

David Owens, COO  
dowens@irtmn.com

Ashley Peterson, IMS Representative  
apeterson@irtmn.com

**IMS Certifications:** R2v3 (Sustainable Electronics Reuse & Recycling (R2) Standard v3)  
RIOS:2016 (Recycling Industry Operating Standard)

### Regulatory Identification Numbers

**EPA/MPCA ID #:** MND985667047

**NAICS Code:** 423930, Recyclable Material Merchant Wholesaler

**SIC Code:** 5093, Scrap and Waste Material

**USDOT Number:** 1105365

**MC Number:** 718362-C

## SITE DESCRIPTION

### LOCATION

IRT's facility is located in an industrial area in Saint Cloud, MN. The surrounding area is a mixture of industrial, commercial, fields, and residential. The nearest body of water is the Mississippi River approximately two miles away. The facility is not in a 500-year flood plain.





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## **INTEGRATED MANAGEMENT SYSTEM POLICY**

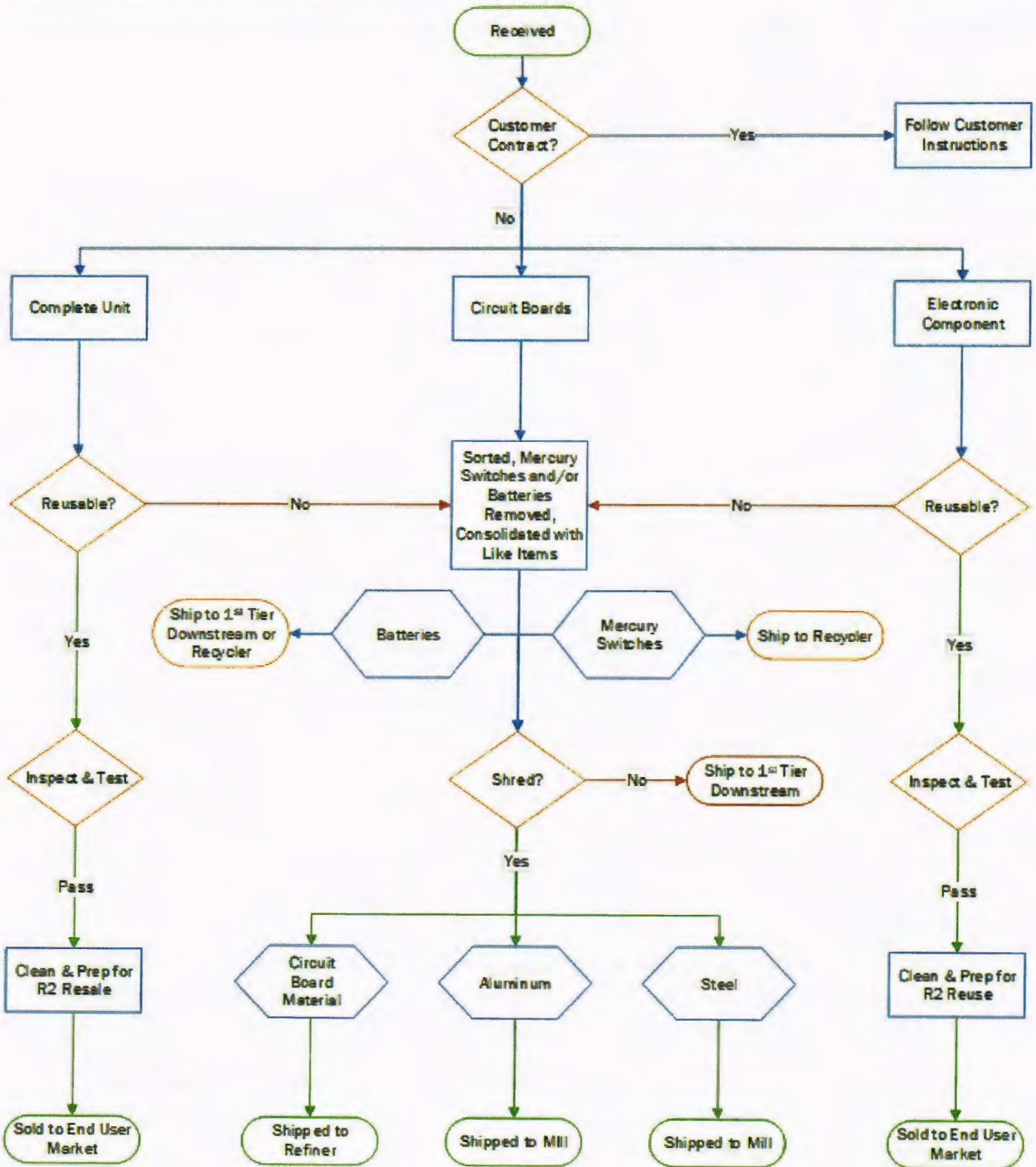
### **QUALITY, ENVIRONMENTAL, HEALTH & SAFETY**

- ✓ IRT is committed to providing the highest quality reuse and recycling of electronics in a manner protective of the environment and worker health and safety.
- ✓ IRT is committed to the protection of the environment, including prevention of pollution and protection of biodiversity and ecosystems through responsible recycling.
- ✓ IRT is committed to provide safe and healthy working conditions for the prevention of injury and ill health.
- ✓ IRT is committed to eliminate hazards and reduce occupational health and safety risks.
- ✓ IRT is committed to consultation and participation of workers, and where they exist, workers' representatives.
- ✓ IRT is committed to managing used and end of life electronic equipment based on a reuse, recover, recycle hierarchy including onsite and downstream materials management throughout the recycling chain.
- ✓ IRT is committed to managing Focus Materials outlined in the Responsible Recycling ("R2") Standard with due diligence to protect our environment.
- ✓ IRT is committed to continuous improvement in IMS management and performance achieved through monitoring and rigorous evaluation.
- ✓ IRT is committed to providing a framework for setting and reviewing IMS objectives.
- ✓ IRT is committed to complying with all compliance obligations (legal and other requirements) relative to the environmental and health and safety aspects of our business and fulfill its compliance obligations.
- ✓ IRT is committed to communicating and reinforcing this policy to our employees and all persons working under our control, as well as, to our customers, our suppliers and to the public.





# PROCESS FLOW DIAGRAM







# FOCUS MATERIAL MANAGEMENT PLAN

## 1. SUMMARY

- 1.1. The purpose of this procedure is to define how to manage, both on-site and in the selection of downstream vendors, the Focus Materials that pass-through IRT facility or control in a manner protective of the health and safety of workers, the public, and the environment.
- 1.2. Along with our IMS representative, our Operations Manager is responsible for ensuring that the Focus Material Management Plan and associated procedures are implemented across warehouse operations.
- 1.3. The IMS Representative is responsible for periodically checking implementation of the FM Management Plan and providing input into selection of Downstream Processors.

## 2. TERMS/DEFINITIONS

- 2.1. **Downstream Processor**– A processor or broker contracted by IRT that provides recycling, reclamation, reuse and/or disposal services for materials that result from de-manufacturing of electronics.
- 2.2. **Focus Material:** Materials in end-of-life electronics equipment that warrant greater care during recycling, refurbishing, materials recovery, energy recovery, incineration, and/or disposal due to their toxicity or other potential adverse worker health and safety, public health, or environmental effects that can arise if the materials are managed without appropriate safeguards.
- 2.3. The following table are Focus Materials:

Focus Material	Description/Note	When tracking requirement stops*
Polychlorinated biphenyls (PCBs)		When received at a government licensed or permitted hazardous waste landfill or hazardous waste incinerator; or when received by a downstream R2 certified facility.
Mercury		When retorted and distilled; or when received at a licensed or permitted hazardous waste storage facility; or when received by a downstream R2 certified facility.
CRT Glass	Glass from Cathode Ray Tubes (CRTs), except for the panel glass that has been separated from funnel glass and cleaned of phosphors, CRT fines, coatings, and frit: and is demonstrated to leach less than 5 parts per million of lead.	When the CRT glass has been processed for use in its entirety in a new product with a known end use and existing market; or when received at a government licensed or permitted smelter; or when received by a downstream R2 certified facility.
Batteries	All battery chemistries from electronic equipment except alkaline batteries that do not contain mercury.	When received at a facility that will recover metals, and where practical, other materials from batteries; or when received by a downstream R2 certified facility.
Circuit boards	Whole, partial, or shredded circuit boards regardless of lead and/or mercury content	When received at a facility that will recover metals, and where practical, other materials from circuit boards; or when received by a downstream R2 certified facility.

### **3. PROCEDURE**

#### **3.1. Focus Materials Accepted at IRT.**

- 3.1.1. Batteries
- 3.1.2. Circuit Boards
- 3.1.3. Mercury containing devices
- 3.1.4. CRT's

#### **3.2. IRT does not accept PCBs.**

3.3. Ink and Toner and Bulbs containing mercury are not utilized as part of our operations but are responsibly recycled through OEM return or environmental processors.

#### **3.4. Removal of FMs**

- 3.4.1. IRT removes FMs using safe and effective manual processes prior to shipping to downstream processors that conduct shredding, materials recovery, energy recovery or incineration. IRT does not engage with Downstream Processors that directly utilize land disposal of FMs.
- 3.4.2. An exception to this procedure is items containing mercury that are too small to safely remove. This mercury containing equipment is sent to a materials recovery facility that is licensed to receive and recover this type of material.
- 3.4.3. An exception to this procedure is batteries and circuit boards contained in equipment or components destined for materials recovery need not be removed prior to shredding and/or materials recovery as IRT ships said material to a facility that is properly licensed to receive and manage the material.

#### **3.5. Processing, Recovery, and Treatment of FMs**

- 3.5.1. IRT sends removed FMs to facilities that are properly licensed to receive, and that utilize technology designed to safely and effectively manage the FMs, including;
- 3.5.2. Mercury Retorting
- 3.5.3. Removal of batteries and mercury from circuit boards and smelting for metals recovery
- 3.5.4. Toner and toner cartridges, though not an FM, is recycled through a qualified toner recycler unless it is not economically feasible
- 3.5.5. FMs are handled in a safe and healthy manner according to established processes described in Receiving, Bulk Processing, Disassembly, Waste, Outbound Materials and according to Environmental, Health and Safety (IMS) systems as described in IMS Manual.

#### **3.6. Energy Recovery, Incineration and Land Disposal of FMs**

- 3.6.1. IRT does not utilize energy recovery, incineration, or land disposal as a management strategy for FMs.

#### **3.7. Reusable, Equipment and Components containing FMs**

- 3.7.1. Prior to shipping equipment and components that contain FMs and that will be reused as is or repaired, refurbished, or remanufactured, IRT:
  - 3.7.1.1. Utilizes effective testing methods to confirm that the Key Functions of the equipment or components are working properly, or
  - 3.7.1.2. Determines that the recipient vendor is a certified R2 electronics recycler, or confirms that;



- 3.7.1.3. The equipment or components meet the specifications of the recipient vendor and;
- 3.7.1.4. The recipient vendor sells the equipment or components for reuse, with their Key Functions functioning properly
- 3.7.1.5. The recipient vendor manages all residual FMs resulting from refurbishing operations in a manner that conforms to the R2 Practices.

#### **4. Recovery of Focus & Other Materials**

- 4.1. IRT will communicate to all downstream vendors either on a shipment basis or during vendor approval and qualification that energy recovery, incineration, and land disposal are not acceptable forms of processing of released materials. This may be including on shipping documents or applied label.
- 4.2. An exception to this requirement may be provided under extreme circumstances and when the vendor can provide complete justification for this approach, and the vendor provides evidence prior to processing that such activity complies with all applicable legal requirements.
- 4.3. The definition of Focus Materials states “materials in end-of-life electronic equipment that warrant greater care.” Therefore, the focus material management requirements would not apply to fluorescent bulbs that were not part of end-of-life electronic equipment. That said, fluorescent bulbs must be managed legally and responsibly in accordance with other legal or environmental, health and safety requirements, and Provisions 1 and 4 of the R2 Standard.

#### **5. DOWNSTREAM VENDOR SELECTION**

- 5.1. Downstream Qualification Process
- 5.2. Vendors shall be qualified and/or approved by the President or designated representative prior to implementation of downstream processing of materials.
- 5.3. The downstream vendor shall satisfactorily complete a Downstream Vendor Qualification and Agreement forms prior to approval.
- 5.4. The President or designated representative shall review the completed downstream qualification forms and data provided by the downstream to determine if the vendor implements and maintains quality, environmental, health and safety programs.
- 5.5. At the conclusion of the review, the President or designated representative shall approve or disapprove use of the downstream based on review of the documentation provided. Any downstream who is not R2, or E-Steward qualified may require a site visit within 1 year of shipping material to the vendor.

#### **6. Qualification Criteria**

- 6.1. Vendors providing transportation of equipment, components, or materials, vendors performing reuse, resale, refurbish, and vendors performing recycling or disposal are qualified and approved based upon one or more of the following;
  - 6.1.1. R2 Certification – Upon management approval, vendors in the process of obtaining such certification may be approved in advance.
  - 6.1.2. RIOS, ISO 14001, ISO 45001/OHSAS 18001, or similar QEHS approved systems.
  - 6.1.3. Approval of Compliance Manager based upon desk or physical survey of the vendor facility and/or processes.



- 6.1.4. When appropriate, Customer designated sources may be qualified and approved provided these vendors meet general operating parameters spelled out within internal processes and procedures.
  - 6.2. All vendors are required at a minimum to submit the following documentation prior to qualification and approval:
    - 6.2.1. Downstream Vendor Requirements Audit
    - 6.2.2. Copy of applicable permits, licenses, or other regulatory approval records
    - 6.2.3. Copy of applicable QEHS Certifications
    - 6.2.4. Copy of appropriate Liability Coverage or statement certifying other appropriate method of coverage.
  - 6.3. At the conclusion of the review, the President or designated representative shall approve or disapprove use of the downstream based on review of the documentation provided. Any downstream who is not R2, or E-Steward qualified will require an on-site visit.
  - 6.4. IRT confirms at least annually and document, through desktop audits or other similarly effective means, that each downstream facility to which Section (e) applies continues to conform to the requirements of Section (e) for if it receives FMs directly or indirectly from the R2 electronics recycler.
- 7. RECORDS**
- Bills of Lading (BOL)
  - Certificate of Recycling/Destruction (COR/COD)
  - Downstream Vendor Documentation



# INTEGRATED MANAGEMENT SYSTEM MANUAL

## Table of Contents R2v3-RIOS (for reference)

### INTRODUCTION

- Normative Reference

### 1. SCOPE

#### 1.1 SCOPE AND APPLICATION

#### 1.2 FACILITIES WITHIN THE SCOPE

- IMS Infrastructure
- Resources
- Senior management

#### 1.3 DOCUMENT AND RECORDKEEPING CONTROLS

- Control of Documents
- Control of Records

### 2. POLICY

#### 2.0 POLICY

### 3. PLANNING

#### 3.1 IDENTIFYING THE IMS FOOTPRINT

- Important Quality Risks
- Important Environmental Impacts
- Important Health & Safety Risks
- Legal Requirements
- Product, Service, and Customer Requirements
- Other Stakeholders Requirements
- Improvement Planning
- Change Management

### 4. IMPLEMENTATION

#### 4.1 RECYCLER KNOWLEDGE

- Competence
- Awareness

#### 4.2 COMMUNICATION

- Internal Communication
- Customer Communication
- Supplier Communication
- Outside Provider Communication
- External Communication

### 4.3 OPERATIONAL CONTROLS

- Source Material
- Outsourced Providers, Products, and Services

### 4.4 QUALITY CONTROLS

### 4.5 ENVIRONMENTAL CONTROLS

### 4.6 HEALTH & SAFETY CONTROLS

### 4.7 EMERGENCY PREPAREDNESS

### CORE REQUIREMENT 5 - TRACKING THROUGHPUT

### CORE REQUIREMENT 6 - SORTING, CATEGORIZATION, AND PROCESSING

### CORE REQUIREMENT 7 - DATA SECURITY

### CORE REQUIREMENT 8 - FOCUS MATERIALS

### CORE REQUIREMENT 9 - FACILITY REQUIREMENTS

### CORE REQUIREMENT 10 - TRANSPORT

### 5. CHECKING AND CORRECTIVE ACTION

#### 5.1 MONITORING AND MEASUREMENT

- Activities Requiring Monitoring or Measurement
- IMS Compliance
- Maintenance and Calibration of Monitoring Equipment

#### 5.2 NONCONFORMANCE AND CORRECTIVE ACTION

- Control of Nonconforming Product
- IMS Incident Investigations
- Nonconformance and Corrective Action
- Maintenance and Calibration of Monitoring Equipment
- Analysis of Monitoring and Measurement Results
- Internal IMS Audits

### 6. MANAGEMENT REVIEW

*Note: The above table of contents is intended to provide evidence and reference of IRT's IMS manual contents.*

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## SITE SECURITY

IRT has implemented multiple levels of security to prevent unauthorized access. Our facility is equipped with state-of-the-art security system consisting of the following;

- Video surveillance covering internal and external views of the facility. Footage is maintained for 60 days.
- Electronic security system with 24/7/365 monitoring of entry and fire activity.
- Keycard/Badge access into facility and secured areas only accessible by specific, authorized personnel
- All visitors and contractors sign in at the front desk or warehouse kiosk. A visitor badge is printed and alerts the company personnel of their arrival. Visitors/contracts are escorted by company personnel.

## DATA SECURITY

IRT is committed to the protection of data and has implemented processes to minimize the risk of data breaches, and security incidents. Our priority is to protect our customer's and organization's data, against all internal, external, deliberate, or accidental threats.

IRT has implemented data security processes including a Data Sanitization Plan in alignment with R2v3 and industry best practices. Data Sanitization Plan Highlights:

- Utilization of NIST.SP 800-88r1 Compliant Sanitization Methods & Software
- Audited processes to provide peace of mind, accountability, and assurance
- Assigned Data Protection Representative to monitor and manage data activities
- Security and data breach incident response plan, investigation requirements and reporting procedures
- Data security training for all applicable and qualified employees
- Certificates of Destruction/Recycling available upon customer request

## TRANSPORTATION

IRT has developed and fully implemented a Transportation Plan in conformance to R2v3 Core 10 requirements. As part of our plan, we complete initial and follow up due diligence on the transporters we partner with to verify that the entities meet the applicable legal requirements and are transporting in a manner protective of physical and data security, health, safety, and the environment.

## HEALTH & SAFETY

All employees receive training on health, safety and emergency policies and procedures upon hire. Employees complete refresher training annually.

We have fully implemented policies and procedures to assure a safe workplace for our employees and conformance to legal and other requirements. Policies and procedures include, but not limited to the following;

- Emergency Action & Fire Prevention
- Machine Guarding
- Forklift Training Program
- Personal Protective Equipment
- Right to Know - Hazard Communication
- Lock-out/Tag-out
- Spill Prevention & Response
- Respiratory Protection Program
- Industrial Hygiene Monitoring Program
- Hearing Conservation

Competent personal completes hazard assessments regularly which includes, industrial hygiene monitoring for air quality, noise level and surface sampling to ensure compliance with OSHA/MNOSHA and legal or other requirements.

## EMPLOYMENT PRACTICES

### Equal Employment Opportunity

IRT is committed to providing a work environment free of discrimination and unlawful harassment. As part of this commitment to equal opportunity, IRT strictly prohibits harassment or discrimination in the workplace based on sex, gender (perceived or actual), race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition, pregnancy, childbirth, age, marital status, or any other classification that is protected by federal, state, or local law.

All IRT employees receive training on this policy, regardless of status (i.e., full-time, part-time, temporary, etc.).

### Child, Forced & Prison Labor

IRT does not use child labor, as defined by the International Labor Organization (ILO), or forced labor, where the worker cannot leave or terminate employment freely or prison labor unless it is voluntary, compensated beyond the room and board, and skills are taught for gainful employment after release.

## FINANCIAL ASSURANCE

IRT has established a Closure Plan to ensure proper closure of the facility in the event of a planned or unplanned closure. A financial instrument is in place to assist in the cost of an unplanned closure.

IRT maintains insurance policies for General, Automobile, Workers' Compensation, and Pollution Liability. Please see certificate of insurance included in this packet.

## OUR CERTIFICATIONS

IRT's management system is certified to R2v3 and RIOS (QEHS) certification standards. Our certifications provide our customers with confidence that our processes have been designed and implemented with health, safety, security, and environmental protection as a top priority. Organization must complete rigorous and in-depth audits to obtain these certifications. Maintaining our certifications is one of the many steps we take to be a valued and trusted partner.



The Sustainable Electronics Reuse and Recycling (R2) Standard v3, is the leading, global standard for safely and securely managing electronics for recycling, repair, and resale. The R2 standard was developed by recycling stakeholders, such as the EPA, and industry experts to create a set of guidelines to assess electronics recycler's environmental, worker health and safety, security, data protection and responsible management of electronics.



The Recycling Industry Operating Standard™ (RIOS™) is an integrated Quality, Environmental, Health and Safety Management System that is designed for recyclers, by recyclers. RIOS is built on the well-established Plan-Do-Check-Act model and takes a risk-based approach to addressing all QEHS risks and impacts within a recycling facility.



Appendix A – R2v3 Certificate



**Orion Registrar, Inc.**

**Thorough and Fair Auditing**

**Certificate of Certification**

*This is to certify the Responsible Recycling System of:*

**Integrated Recycling Technologies, Inc.**

**660 Mayhew Lake Road NE, Suite 100  
St. Cloud, MN 56304 USA**

*Has been assessed by Orion Registrar and found to be in  
Compliance with the following Recycling Standard:*

**R2v3**

*"The Sustainable Electronics Reuse & Recycling (R2) Standard v3"  
This R2v3 Certificate is applicable to:*

**Downstream Vendor Management, Logical and  
Physical Sanitization, Testing, and Materials  
Recovery of Used Electronic Devices and Components.**

*The Certification period is from*  
**May 21, 2022 to May 5, 2024**

*This certification is subject to the company maintaining its system to the  
required standard, and applicable exceptions, which will be monitored by Orion.*

**Client ID: 3831**

**Certificate ID: 1024755**

**This R2 Facility performs the following applicable R2 Process Requirements  
at this location(s) and has been audited to the requirements for each as identified:**

- Appendix A: Downstream Recycling Chain**
- Appendix B: Data Sanitization (Logical and Physical)**
- Appendix C: Test and Repair (Test Only)**
- Appendix E: Material Recovery**
- Site Structure: Single Facility**







**Orion Registrar, Inc.**

**Thorough and Fair Auditing**

**Certificate of Certification**

**Integrated Recycling Technologies, Inc.**

**R2v3**

Client ID: 3831

Certificate ID: 1024755

**May 21, 2022 to May 5, 2024**

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The certification referenced above is accomplished pursuant to SERI's R2 Code of Practices through an audit of a sample of the certificate holder's facilities and/or activities within the limited written scope appearing on this certificate. Certification is not a comprehensive validation or verification of all conditions. The R2v3 Standard is offered 'AS-IS' and without warranty, and any reliance otherwise, by the certificate holder or any third party, is expressly disclaimed by SERI. The use, display, and reference to the R2v3 Certification Mark printed on this certificate is governed by license agreement(s) entered between the certificate holder and SERI. Certificate authenticity and validity can be verified at <https://r2directory.org>.



Appendix B – RIOS:2016 Certificate



**Orion Registrar, Inc.**

**Thorough and Fair Auditing**

**Certificate of Certification**

*This is to certify the Quality, Environmental, Health and Safety (QE H&S) System of:*

**Integrated Recycling Technologies, Inc.**

**660 Mayhew Lake Road NE, Suite 100  
St. Cloud, MN 56304 USA**

*Has been assessed by Orion Registrar and found to be in compliance with the following QE H&S Standard:*

**RIOS:2016(Recycling Industry Operating Standard)**

*The QE H&S System is applicable to:*

**Collection, Dismantling, Sorting, Testing, Data Destruction, ITAD, Reuse & Resale, Transportation of Used Electronics and Components and Metallurgical Lab Assay Analysis.**

*The Certification period is from*

**May 21, 2022 to May 5, 2024**

*This certification is subject to the company maintaining its system to the required standard, and applicable exceptions, which will be monitored by Orion.*

Client ID: 3831

Certificate ID: 1024756



7502 W. 80th Avenue, Suite 225, Arvada, Colorado 80003 | 303-456-6010 | FAX 303-456-6681 | [www.orion4value.com](http://www.orion4value.com)  
To authenticate this certificate, please visit: [www.orion4value.com/about-orion/registered-companies/](http://www.orion4value.com/about-orion/registered-companies/)



## Appendix C – Industrial Stormwater Permit – No Exposure

**From:** [MPCA.OnlineServices@state.mn.us](mailto:MPCA.OnlineServices@state.mn.us)  
**To:** [Ashley Peterson](#)  
**Subject:** Industrial Stormwater General Permit - No Exposure Exclusion Certification  
**Date:** Friday, January 31, 2020 8:40:50 AM  
**Attachments:** [Copy of Record.pdf](#)

---

Dear Applicant:

On 01/30/2020, the Minnesota Pollution Control Agency (MPCA) received your application for No Exposure Exclusion from the Industrial Stormwater General Permit.

Your facility is certified for the No Exposure Exclusion.

Facility Name: Integrated Recycling Technologies, Inc.  
No Exposure Exclusion ID: MNRNE38NF  
Start date: 04/01/2020  
Expiration date: 03/31/2025

If your facility previously had Industrial Stormwater General Permit coverage, your general permit is no longer required since you certified for the No Exposure Exclusion.  
Once the No Exposure Exclusion takes effect, your permit coverage terminates automatically.

Please keep this email for your records. Additional documentation will not be sent.





**Appendix D – Hazardous & Universal Waste Identification**

**Minnesota Pollution Control Agency**

**Hazardous Waste**

**GENERATOR LICENSE**

**Valid July 1, 2022 to June 30, 2023**

**Non-Transferable**

Issued to Location:  
MND985667047  
Integrated Recycling Technologies, Inc.  
660 Mayhew Lake Rd NESte 1  
Saint Cloud, MN 563048200

*Post this license in a public area.*

*This Generator License is issued based on annual waste generation information from 2020 and is subject to all conditions found on the reverse side of this license. The issuance of a license does not release the licensee from any liability, penalty or duty imposed by the Minnesota or federal statutes or rules or local ordinances, except the obligation to obtain the license.*

520 Lafayette Road, St. Paul, MN 55155-4194, 651-296-2412 or, 1-800-677-4169, or TDD (for hearing and speech impaired only) (651) 282-5332  
or email at [hw-licensing\\_pca@state.mn.us](mailto:hw-licensing_pca@state.mn.us)



### Appendix E – Certificate of Insurance



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
06/30/2022

**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 have ADDITIONAL INSURED provisions or 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).**

<b>PRODUCER</b> Christensen Group 9855 West 78th Street, Ste 100  Eden Prairie MN 55344	<b>CONTACT NAME</b> Meghan Sharpe <b>PHONE (A/C, No, Ext)</b> (952) 653-1000 <b>FAX (A/C, No)</b> (952) 653-1100 <b>E-MAIL ADDRESS</b> msharpe@christensengroup.com
<b>INSURED</b> Integrated Recycling Technologies Inc 600 Mayhew Lake Rd NE  Saint Cloud MN 56304-9627	<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Encova Mutual Insurance Group, Inc. NAIC # 524126 INSURER B: Philadelphia Insurance Co. INSURER C: INSURER D: INSURER E: INSURER F:

**COVERAGES**      **CERTIFICATE NUMBER:** 22-23 Master      **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 SUBR INSD WCD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER		5000182511	04/01/2022	04/01/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Waiver of Subrogation \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED <input checked="" type="checkbox"/> AUTOS ONLY HIRED <input checked="" type="checkbox"/> AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY		5000182511	04/01/2022	04/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Theft Prevention \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB DED: <input checked="" type="checkbox"/> RETENTION \$ 10,000 <input type="checkbox"/> CLAIMS-MADE		5000189004	04/01/2022	04/01/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A	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 Y N/A	WCB1035615	04/01/2022	04/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	D&O/EPLI		PHSD1637658	06/14/2022	06/14/2023	D&O/EPLI \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Pollution Liability: \$2,000,000 per contamination  
 Policy # PPK1630061 Tokio Marine Group 04/01/20-04/01/23

<b>CERTIFICATE HOLDER</b>	<b>CANCELLATION</b>
Evidence of Coverage	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 

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## Appendix F – IRT Service & Purchasing Terms

### INTEGRATED RECYCLING TECHNOLOGIES, INC. SERVICE & PURCHASE AGREEMENT OF ELECTRONIC EQUIPMENT OR COMPONENTS

When no service agreement is in place, **Integrated Recycling Technologies, Inc.** (“IRT”) and **(YOUR COMPANY NAME)** (“Customer”) agree to the following:

#### 1. SERVICES & COMPLIANCE

- 1.1. IRT will adhere to all the relevant requirements of R2v3 which can be downloaded here for your understanding: <https://sustainableelectronics.org/welcome-to-r2v3/document-library/>
- 1.2. IRT will store audit, test, remarket, repair, and/or recycle material/equipment from Customer.
- 1.3. Unless otherwise identified by contractual agreement, equipment sold to IRT will be evaluated and processed for repair, refurbishment, or resale.
- 1.4. By accepting material shipments from Customer, IRT agrees to process all material in accordance with legal requirements and industry standards for safe and responsible recycling.
- 1.5. Amendments to this agreement can only be made with written and signed consent from both Customer and IRT.

#### 2. RESALE/REUSE OF MATERIAL

- 2.1. IRT will test, repair, refurbish, resale or reuse material per R2v3 Appendix C – Test & Repair. IRT will ensure that each testing method is up to date with any changes or advancements to the reuse equipment or items. IRT will maintain audit/test records for all material that go through an electronic testing process.
- 2.2. IRT will ensure all data will be cleared from any device with NIST approved software before it is resold.
- 2.3. Material audited/tested and deemed functioning will be categorized, graded, and resold per IRT’s internal grading system. IRT will ensure the applicable categorization or grading of resaleable material will be communicated to purchaser via labelling of shipment tickets, purchase orders, invoices, packing lists or a combination there of, or through written communicate such as an email.

#### 3. DATA DESTRUCTION

- 3.1. IRT will manage and process data containing equipment received from Customer per R2v3 Core Requirements 7 – Data Security and Appendix B – Data Sanitization.
- 3.2. Whenever possible, data will be cleared from material by IRT via logical sanitization or physical destruction. IRT will notify Customer if data sanitization or destruction is performed by an entity other than IRT. Logical sanitization will be performed using a NIST approved software.
- 3.3. Upon Customer request, IRT will supply a certificate of data destruction for material data destroyed onsite.

#### 4. RECYCLING OF MATERIAL

- 4.1. During the Term of this Agreement, IRT shall recycle all material tested and deemed non-functioning and/or material otherwise identified as recyclable.
- 4.2. IRT will adhere to Appendix A – Downstream Recycling Chain requirements of R2v3.
- 4.3. IRT will perform due diligence on all downstream vendors that receive focus materials. IRT will send non-functioning and recyclable material to approved recycling downstream vendors.
- 4.4. Upon Customer request, IRT will supply a certificate of recycling for material recycled by IRT or by downstream vendor.

#### 5. TERM

- 5.1. The term of this Agreement shall commence on the Effective Date and expire one (1) year thereafter (the “Initial Term”); provided, however, following the Initial Term, this Agreement shall automatically renew for successive one-year terms unless either party provides written notice of termination to the other at least thirty (30) days prior to the expiration of the then current term (the Initial Term, as it may be so extended, the “Term”).



## FLORIDA DEPARTMENT OF Environmental Protection

Bob Martinez Center  
2600 Blair Stone Road  
Tallahassee, FL 32399-2400

Ron DeSantis  
Governor

Jeanette Nuñez  
Lt. Governor

Noah Valenstein  
Secretary

05/10/2019  
Eduardo Rodriguez, Pres  
Electronic Recycling Center Inc  
5501 NW 36th Ave  
Miami, FL 33142

The Florida Department of Environmental Protection has reviewed your form 8700-12FL notification for a new hazardous waste DEP/EPA Identification Number or status/information change. Based on the information received you must use the following Identification number for all manifests or reports for **Electronic Recycling Center Inc** located at **5501 NW 36th Ave, Miami , FL 33142-2709**

**FLR000231746**

Your facility notified FDEP requesting the following hazardous waste status/activities which **do not require a separate submission: Non-Handler of Hazardous Waste.**

Your facility is **currently registered** for the following activities: **None.**

Your facility is **currently permitted/active as: No Active Hazardous Waste Treatment, Storage, or Disposal Permit.**

If you have pending program registrations/certifications or permits, these will be mailed separately. You are required to notify us on form 8700-12FL if there is any change in your operations which would affect your status, activity or contact information. The form is found here:

<http://www.dep.state.fl.us/waste/categories/hwRegulation/pages/NotificationRegulatedWaste.htm>.

**To review the details of your status, visit:**

[https://fldeploc.dep.state.fl.us/www\\_RCRA/Reports/handler\\_results.asp?epaid=FLR000231746](https://fldeploc.dep.state.fl.us/www_RCRA/Reports/handler_results.asp?epaid=FLR000231746).

For further assistance, please contact me at (850) 245-8749 or email at

[Glen.Perrigan@dep.state.fl.us](mailto:Glen.Perrigan@dep.state.fl.us) .

Sincerely,

*Robin K. Pandley  
for*

Glen Perrigan  
Environmental Manager  
Hazardous Waste Regulation Section

ME ID: 133840 , Email Address: [mp@ercrecycling.com](mailto:mp@ercrecycling.com)





## FLORIDA DEPARTMENT OF Environmental Protection

Bob Martinez Center  
2600 Blair Stone Road  
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[https://fldeploc.dep.state.fl.us/www\\_RCRA/Reports/handler\\_results.asp?epaid=FLR000231746](https://fldeploc.dep.state.fl.us/www_RCRA/Reports/handler_results.asp?epaid=FLR000231746).

For further assistance, please contact me at (850) 245-8749 or email at


[Glen.Perrigan@dep.state.fl.us](mailto:Glen.Perrigan@dep.state.fl.us) .

Sincerely,

A handwritten signature in black ink that reads "Robin K. Pandley" with "for" written below it.

Glen Perrigan  
Environmental Manager  
Hazardous Waste Regulation Section

ME ID: 133840 , Email Address: [mp@ercrecycling.com](mailto:mp@ercrecycling.com)

		<b>8700-12FL - FLORIDA NOTIFICATION OF REGULATED WASTE ACTIVITY</b> DEP Waste Management Division—HWRS, MS4560 2600 Blair Stone Rd. Tallahassee, FL 32399-2400 (850) 245-8707		RECEIVED Florida Department of Environmental Protection <b>APR 18 2019</b>	
EPA ID: <b>FLR000139626</b>		Please use the instructions document to complete this form		Permitting & Compliance Assistance Program	
<b>1. Reason for Submittal</b> (all submitters must complete pages 1 and 2 and sign page 5. Pages 3 and 4, - complete as applicable)		Mark 'X' in the correct box: <input checked="" type="checkbox"/> To provide initial notification (to obtain an EPA ID Number for hazardous waste, universal waste, used oil activities, or PCW activities) <input type="checkbox"/> To provide subsequent notification (to update status and facility identification information). <input type="checkbox"/> To provide the final notification (closing) for the facility (see instructions—must complete pages 1,2,5)			
		FL Registration(s) <input type="checkbox"/> UW Mercury (see page 3) <input type="checkbox"/> HW Transporter (see page 4) <input type="checkbox"/> Used Oil (see page 4)			
<b>2. Facility or Business Name</b>		<b>ELECTRONIC RECYCLING CENTER, INC</b>			
<b>3. Facility Operator</b> (List additional Operators in the comments section)		Name of Operator: <b>EDUARDO RODRIGUEZ</b>		Date became Operator: <u>04</u> / <u>24</u> / <u>07</u> <input type="checkbox"/> New Operator mm dd yy	
		Street or P.O. Box: <b>5501 NW 36 AVE</b>		Phone Number: <b>305 482-9100</b>	
		City or Town: <b>MIAMI</b>		State: <b>FL</b>	
		Zip Code: <b>33142</b>		Country (if not USA)	
		Operator Type: <input checked="" type="checkbox"/> Private <input type="checkbox"/> Federal <input type="checkbox"/> Municipal <input type="checkbox"/> State <input type="checkbox"/> County <input type="checkbox"/> Other			
<b>4. Facility Physical Location Information</b> (No P.O. Boxes) <input checked="" type="checkbox"/> Same address as #3 above or:		Physical Street Address: <input type="checkbox"/> Vessel <b>5501 NW 36 AVE</b>			
		City or Town: <b>MIAMI</b>		State: <b>FL</b>	
		Zip Code: <b>33142</b>		Country (if not USA)	
		County: <b>MIAMI-DADE</b>			
<b>5. Facility North American Industry Classification System (NAICS) Code(s)</b> (at least 5 digits)		A. <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> (required)		B. <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	
		C. <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>		D. <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	
<b>6. Facility or Business Mailing Address</b>		<input checked="" type="checkbox"/> Same address as #3 above or: Street or P.O. Box:			
		City or Town:		State:	
		Zip/Postal Code:		Country (if not USA):	
<b>7. Facility or Business RCRA Contact Person</b>		First Name: <b>EDUARDO</b>		Last Name: <b>RODRIGUEZ</b>	
		Title: <b>PRESIDENT</b>		Phone Number: <b>305 482-9100</b>	
		Extension:		E-Mail: <b>MP@ERCRECYCLING.COM</b>	
		Fax: <b>305 471-9600</b>		Street or P.O. Box:	
<input checked="" type="checkbox"/> Same address as #3 above or:		City or Town: <b>MIAMI</b>		State:	
		Zip Code:		Country (if not USA):	
<b>8. Real Property (FL Land) Owner of the Facility's Physical Location</b> (List additional owners in the comments section.) <input type="checkbox"/> Same address as # above or:		Name of Owner: <b>ERC WAREHOUSE 5501, LLC</b>		Date became Owner: <u>05</u> / <u>03</u> / <u>10</u> <input type="checkbox"/> New Owner mm dd yy	
		Street or P.O. Box: <b>5501 NW 36 AVE</b>		Phone Number: <b>305 482-9100</b>	
		City or Town: <b>MIAMI</b>		State: <b>FL</b>	
		Zip Code: <b>33142</b>		Country (if not USA)	
		Owner Type: <input checked="" type="checkbox"/> Private <input type="checkbox"/> Federal <input type="checkbox"/> Municipal <input type="checkbox"/> State <input type="checkbox"/> County <input type="checkbox"/> Other			



<b>RCRA Hazardous Waste Status Notification or Out of Business Notification</b>	EPA ID No.
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**9. RCRA Hazardous Waste Activities at this Facility: (Mark 'X' in all that apply):**

<p><b>(A) (1) Generator of Hazardous Waste</b></p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No (Do not include Universal Waste or Used Oil)</p> <p>If YES, Choose only one of the following three categories.</p> <p><input type="checkbox"/> <b>a. Large Quantity Generator (LQG):</b> Generates in any calendar month 1,000 kilograms or greater per month (kg/mo) (2,200 lbs.) of non-acute hazardous waste; or Greater than 1 kg (2.2 lbs) of acute hazardous waste (at least once a year)</p> <p><input type="checkbox"/> <b>b. Small Quantity Generator (SQG):</b> Generates in any calendar month greater than 100kg/mo but less than 1,000 kg/mo (&gt;220 to &lt;2,200 lbs.) of non-acute hazardous waste and/or 1 kg (2.2 lbs) or less of acute hazardous waste (at least once a year)</p> <p><input type="checkbox"/> <b>c. Conditionally Exempt SQG (CESQG):</b> Generates in any calendar month 100 kg/mo or less (220 lbs.) of non-acute hazardous waste and 1 kg (2.2 lbs) or less of acute hazardous waste</p> <p><b>In addition, indicate other generator activities that apply.</b></p> <p><input type="checkbox"/> d. Short-Term Generator (one-time, not on-going)</p> <p><input type="checkbox"/> e. Episodic: Not more than one-time per year: __SQG__ LQG</p> <p><input type="checkbox"/> f. United States Importer of hazardous waste</p> <p><input type="checkbox"/> g. Mixed Waste (hazardous and radioactive) Generator</p>	<p style="text-align: center;">For Items 2 through 7, mark 'X' in all that apply.</p> <p><b>(2) Treater, Storer, or Disposer of Hazardous Waste</b> (at your facility) Note: A hazardous waste permit may be required for this activity.</p> <p><input type="checkbox"/> a. Operating Commercial TSD</p> <p><input type="checkbox"/> b. Operating Non-Commercial TSD</p> <p><input type="checkbox"/> c. Non-Operating: Postclosure or Corrective Action Permit or Order (HSWA, etc.)</p> <p><input type="checkbox"/> <b>(3) Recycler of Hazardous Waste (at your facility)</b> Specify: <input type="checkbox"/> Commercial <input type="checkbox"/> Non-Commercial. Note: A permit is required for storage prior to recycling.</p> <p><input type="checkbox"/> <b>(4) Exempt Boiler and/or Industrial Furnace</b></p> <p><input type="checkbox"/> a. Small Quantity On-site Burner Exemption</p> <p><input type="checkbox"/> b. Smelting, Melting, and Refining Furnace Exemption</p> <p><input type="checkbox"/> <b>(5) Person Authorized to Manage Conditionally Exempt Waste Generated at Other Facilities</b> Choose this management activity ONLY if you attach EITHER a copy of your application for such authorization OR the authorization you received from FDEP.</p> <p><input type="checkbox"/> <b>(6) Receives Hazardous Waste from Off-Site</b></p> <p><input type="checkbox"/> <b>(7) Underground Injection Control</b></p>
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**10. Waste Codes for Federally Regulated Hazardous Wastes:** List the waste codes of the Federal hazardous wastes handled at your facility. List them in the order they are presented in the regulations (e.g., D001, D003, F007, K019, P012, U112). Hazardous waste transporters list codes routinely or usually transported. Use comments or an additional page if more spaces are needed.

<sup>1</sup> D001	<sup>2</sup> D002	<sup>3</sup> D005	<sup>4</sup> D006	<sup>5</sup> D007	<sup>6</sup> D008	<sup>7</sup> D009
<sup>8</sup> D011	<sup>9</sup> D016	<sup>10</sup> D018	<sup>11</sup> D035	<sup>12</sup> U154	<sup>13</sup>	<sup>14</sup>
<sup>15</sup>	<sup>16</sup>	<sup>17</sup>	<sup>18</sup>	<sup>19</sup>	<sup>20</sup>	<sup>21</sup>

**11. Other Status Changes** (If no longer handling waste or closed, sections 9 and 10 should be blank and skip Section 12-16):

<p><b>(A) Non-Handler of Regulated Waste at This Facility</b> (Sections 9, 10 and 12-16 should be blank.)</p> <p><input type="checkbox"/> (1) Business no longer generates, transports, treats, stores, disposes of, or otherwise handles any regulated waste.</p>	<p><b>(B) Facility Closed</b> (Complete this section only if all business activities at this facility have ceased.)</p> <p><input type="checkbox"/> (1) Closed at this location and moved or moving to another - Submit a new Form 8700-12FL for the new location if you will</p> <p><input type="checkbox"/> (2) Out of Business - Business closed on _____ (date)</p>
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<input type="checkbox"/> <b>(C) Property Tax Default</b>	<input type="checkbox"/> <b>(D) Petition for Bankruptcy Protection</b>
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**12-14 — Registration Activities Contact Information** (only if this submission is a registration or registration information update):

<input type="checkbox"/> Same as Facility RCRA Contact on page 1 or enter:  Contact for: <input type="checkbox"/> HW Transporter <input type="checkbox"/> Used Oil Handler <input type="checkbox"/> Universal Waste	First Name: <b>MILLIE</b>	Last Name: <b>PINEDA</b>	Title: <b>OFFICE MANAGER</b>	
	Phone Number: <b>305 482-9100</b>	Extension:	E-Mail: <b>MP@ERCRECYCLING.COM</b>	
	Street or P.O. Box: <b>5501 NW 36 AVE</b>			
	City or Town: <b>MIAMI</b>		State:(Country): <b>FL</b>	Zip Code: <b>33142</b>

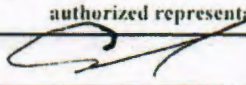
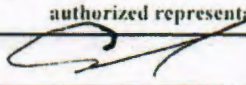
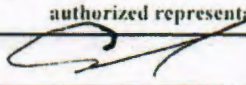


<b>Universal Waste Notification and Mercury Transporter/Handler Registration</b>		EPA ID No.
<b>12. Universal Waste (UW) Activities (Mark 'X' and complete all that apply) :</b>		
<b>A. Federal Notification</b>	<input type="checkbox"/> <b>Federally Defined Large Quantity Handler (LQHL) = Generate/Accumulate: <u>5,000 kg (11,000 lb) or more of any combination of UW accumulated (at any one time)</u></b>  Accumulates: <input type="checkbox"/> a. UW Batteries <input type="checkbox"/> b. Pesticides <input type="checkbox"/> c. Pharmaceuticals <input type="checkbox"/> d. Mercury Containing Devices <input type="checkbox"/> e. Mercury Containing Lamps  <input type="checkbox"/> <b>Destination Facility for UW</b> Note: For this activity, a facility must treat, dispose or recycle a UW. A permit is required for storage prior to recycling.	
<b>B. Florida Universal Pharmaceutical Waste (UPW): one-time registration</b>		
<input type="checkbox"/> Pharmaceuticals LQH = 5,000 kg or more of Universal Pharmaceutical Waste (UPW) accumulated (at any one time) <input type="checkbox"/> Pharmaceuticals Acute LQH = more than 1 kg (2.2 lb) of acutely hazardous ("P-listed") pharmaceutical waste (UPW) accumulated <input type="checkbox"/> Reverse Distributor of Universal Pharmaceutical Waste (UPW) (must be registered with the Florida Department of Health [DOH]) <input type="checkbox"/> Florida Universal Pharmaceutical Waste (UPW) Transporter		
<b>C. Florida Annual Mercury Handler Registration:</b>		
<b>For-hire transporters, transfer facilities, handlers, reclamation and recovery facilities of Mercury-Containing Lamps and Devices operating in the State of Florida are required to register annually with the Department using this section of the form [Chapter 62-737, F.A.C.]. A one-time fee of \$1,000 is required for first time registration as a Large Quantity for-hire Handler of Mercury-Containing Lamps and Devices as detailed in 62-737.400(3)(a)3. (please contact FDEP first).</b>  <b>If you <u>only</u> generate lamps and/or devices or manage pharmaceuticals, do not register or complete the information below.</b>		
<b>(1) This form is being submitted as a Florida Registration of Universal Waste Transporter/Handler <u>for-hire</u> Activities</b> <input type="checkbox"/> First time registering <input type="checkbox"/> Renewal <input type="checkbox"/> One-time \$1,000 fee for Mercury for-hire first time LQH registration is attached		
<input type="checkbox"/> For-hire Transporter of Universal Waste Mercury-Containing Lamps or Devices <input type="checkbox"/> For-hire Transfer Facility of Universal Waste Mercury-Containing Lamps or Devices <input type="checkbox"/> Mercury-Containing Devices (thermostats, etc) SQH = less than 100 kg accumulated by for-hire handler <input type="checkbox"/> Mercury-Containing Lamps SQH = less than 2,000 kg (8,000 lamps) accumulated by for-hire handler		Annual Registration Required
<input type="checkbox"/> Mercury-Containing Devices LQH = 100 kg (220 lb) or more accumulated at any one time by for-hire handler <input type="checkbox"/> Mercury-Containing Lamps LQH = 2,000 kg (4400 lbs/8,000 lamps) or more accumulated by for-hire handler		Annual Registration + one-time \$1,000 Fee- More Requirements (contact FDEP)
<b>(2) Mercury Recovery and/or Reclamation Facility (A <u>hazardous waste permit</u> is required for this activity)</b> <input type="checkbox"/> First time registering <input type="checkbox"/> Renewal		Annual Registration Required
Briefly Describe your Universal Waste Activities		<input type="checkbox"/> We use Drum Top Bulb Crusher(s).
<b>13. Other State Regulated Waste Activities:    Petroleum Contact Water (PCW) <input type="checkbox"/> Recovery <input type="checkbox"/> Transport [62-740 F.A.C.]</b> Note: A water facility permit may be required for this activity. An annual report is required for a recovery facility pursuant to Rule [62-740.500(5)]		







<b>Transfer Facility and Used Oil Transporter requirements and required signature page</b>	<b>EPA ID No.</b>																
<p><b>(14 cont.) Hazardous Waste Transfer Facilities:</b> In addition to the registration required for Transfer Facilities on Page 4, Section 14, the following items are required to be submitted with the initial notification for a transfer facility and any changed items must be submitted with any subsequent submission [Rule 62-730.171(3), Florida Administrative Code (F.A.C.)]:</p> <p><input type="checkbox"/> Certification by a responsible corporate officer of the transporter that the proposed location satisfies the criteria of Section 403.7211(2), Florida Statutes (F.S.) [Rule 62-730.171(3)(a)1., F.A.C.]</p> <p><input type="checkbox"/> Evidence of the transporter's financial responsibility [Rule 62-730.171(3)(a)3., F.A.C.]</p> <p><input type="checkbox"/> A brief general description of the transfer facility operations [Rule 62-730.171(3)(a)4., F.A.C.]</p> <p><input type="checkbox"/> A copy of the facility closure plan [Rule 62-730.171(3)(a)5., F.A.C.]</p> <p><input type="checkbox"/> A copy of the contingency and emergency plan [Rule 62-730.171(3)(a)6., F.A.C.]</p> <p><input type="checkbox"/> A map or maps of the transfer facility [Rule 62-730.171(3)(a)7., F.A.C.]</p>																	
<p><b>(15 cont.) Used Oil Transporters: (Exemptions in 40 CFR 279.40(a)(1-4))</b></p> <p>In addition to the requirements on Page 4 Section 15:</p> <ul style="list-style-type: none"> <li>• ALL registered UO Handlers must submit an annual report except generators transporting UO from noncontiguous operations within their own company.</li> <li>• UO transporters transporting off-site over public highways only within their own company must submit proof of insurance.</li> <li>• UO transporters transporting more than 500 gallons/year must submit proof of insurance annually, and must sign and certify this submission as a certified used oil transporter in section 17 (except those exempted by Rule 62-710.600(1), F.A.C.).</li> </ul> <p><input type="checkbox"/> The used oil annual report is attached      <input type="checkbox"/> Evidence of Liability Insurance pursuant to 62-710.600(2)(e), F.A.C. is attached.</p>																	
<p><b>16. Comments (attach a page if more space is needed):</b></p> <p style="font-size: 1.2em; margin-top: 20px;">Our company recycles/demanufactures electronics. It does not generate any hazardous waste.</p>																	
<p><b>17. Certification:</b> I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. The information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.</p> <p><input type="checkbox"/> I certify as a Used Oil Transporter that I am familiar with the applicable Florida and Federal laws and rules governing used oil transportation and have an annual and new employee training program in place covering the applicable used oil rules. Evidence of financial responsibility is demonstrated by the Used Oil Transporter Certificate of Liability Insurance, DEP form 62-730.900(5)(a), F.A.C..</p>																	
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:40%; padding: 5px;">Signature of owner, operator, or an authorized representative</th> <th style="width:40%; padding: 5px;">Print Name and Title</th> <th style="width:10%; padding: 5px;">Used Oil</th> <th style="width:10%; padding: 5px;">Date Signed (mm-dd-yyyy)</th> </tr> </thead> <tbody> <tr> <td style="padding: 5px; text-align: center;"></td> <td style="padding: 5px;">EDUARDO RODRIGUEZ, PRESIDENT</td> <td style="padding: 5px; text-align: center;"><input type="checkbox"/></td> <td style="padding: 5px;">03/28/2019</td> </tr> <tr> <td style="padding: 5px;"> </td> <td style="padding: 5px;"> </td> <td style="padding: 5px; text-align: center;"><input type="checkbox"/></td> <td style="padding: 5px;"> </td> </tr> <tr> <td style="padding: 5px;"> </td> <td style="padding: 5px;"> </td> <td style="padding: 5px; text-align: center;"><input type="checkbox"/></td> <td style="padding: 5px;"> </td> </tr> </tbody> </table>	Signature of owner, operator, or an authorized representative	Print Name and Title	Used Oil	Date Signed (mm-dd-yyyy)		EDUARDO RODRIGUEZ, PRESIDENT	<input type="checkbox"/>	03/28/2019			<input type="checkbox"/>				<input type="checkbox"/>		<p><b>If the person that filled in this form is not the Facility Contact or Operator, please complete the information below:</b></p> <p>_____</p> <p>(Name of person completing this form)                      (Phone Number)                      (E-mail Address)</p>
Signature of owner, operator, or an authorized representative	Print Name and Title	Used Oil	Date Signed (mm-dd-yyyy)														
	EDUARDO RODRIGUEZ, PRESIDENT	<input type="checkbox"/>	03/28/2019														
		<input type="checkbox"/>															
		<input type="checkbox"/>															



**Regulatory and Economic Resources**  
Environmental Resources Management  
701 NW 1st Court • 7th Floor  
Miami, Florida 33136-3912  
T 305-372-6600 F 305-372-6893  
[miamidade.gov](http://miamidade.gov)

April 17, 2023

Attn: Eduardo Rodriguez, President  
*Electronic Recycling Center, Inc. d/b/a ERC*  
5501 NW 36<sup>th</sup> Avenue  
Miami, FL 33142

Re: Permit to operate a Resource Recovery and Management Facility in accordance with Chapter 24 of the Code of Miami-Dade County, Florida, for the Electronic Recycling Center, Inc. d/b/a ERC facility located at, near, or in the vicinity of 5501 NW 36<sup>th</sup> Avenue, Miami, Miami-Dade County, Florida; RER File No. SW-1989.

Dear Mr. Rodriguez:

Enclosed, pursuant to Chapter 24 of the Miami-Dade County Code, is the Department of Regulatory and Economic Resources (RER) Solid Waste Annual Operating Permit Number SW-1989. Be advised that acceptance of this permit constitutes approval on your part for on-site inspections at reasonable times by RER staff and its agents in accordance with the referenced regulations. This permit shall be protected and displayed in an accessible location at the facility being permitted, and does not constitute an approval by RER or certification that the permittee is in compliance with the applicable laws, ordinances, rules and regulations.

Should the equipment and/or process installed and operated be found to be inadequate to perform with the efficiency required to meet the referenced regulations, or should the owner(s)/operator(s) fail to comply with the conditions of this permit, the facility shall be subject to re-evaluation and potential enforcement action. Accordingly, the owners shall be required to provide additional equipment, and/or modifications of the operating techniques necessary to operate the facility in accordance with the applicable federal, state and local regulations. If it is required to install additional equipment, an application to construct shall be submitted for evaluation and approval prior to installation.

If you have any questions concerning this matter, please contact the RER Environmental Permitting Section at (305) 372-6600.

Sincerely,

A handwritten signature in blue ink, appearing to read "Johnny Vega".

Johnny Vega, P.E., Manager  
Environmental Permitting Section  
Pollution Regulation Division

Enclosures

RER File No. SW-1989







**Regulatory and Economic Resources**  
Environmental Resources Management  
701 NW 1st Court • 7th Floor  
Miami, Florida 33136-3912  
T 305-372-6600 F 305-372-6893  
[miamidade.gov](http://miamidade.gov)

**PERMIT NO:** SW-1989  
**PERMIT ISSUED TO:** ELECTRONIC RECYCLING CENTER, INC. d/b/a ERC  
**FACILITY LOCATION:** 5501 NW 36 AVE  
MIAMI, FL 33142

**CONTACT PERSON:**  
Mr. Eduardo Rodriguez, President  
ELECTRONIC RECYCLING CENTER, INC. d/b/a ERC  
5501 NW 36 AVE  
MIAMI, FL 33142

## **SOLID WASTE ANNUAL OPERATING PERMIT**

### **DESCRIPTION OF FACILITY / EQUIPMENT**

This document, issued under the provisions of Chapter 24, Miami-Dade County Environmental Protection Ordinance (MDCEPO), shall be valid from March 31, 2023 through December 31, 2023. The above named, is hereby authorized to operate the facility at the above location which consists of the following:

A 2.16 tons per day indoor electronics waste recycling facility located inside a wellfield protection area.

This facility is subject to conditions listed below and in the following pages (if any) of this permit.

### **FACILITY OPERATIONS**

1. The recycling facility shall be operated in strict accordance with information submitted in reference to the permit application dated and submitted on June 16, 2021, and as amended by this permit.
2. 24-hour access control shall be maintained along the perimeter by means of a physical barrier (i.e., berm, wall, fence, etc.) and at the entrance(s) (i.e., locked gate, guard, etc.).
3. A representative of the operator, knowledgeable in the permit conditions, shall be on site whenever material is received, handled or removed.
4. The facility shall be operated in strict accordance with the Environmental Quality Control Board (EQCB) Order No. 18-25.
5. The facility shall be operated in strict accordance with the Miami-Dade County Department of Solid Waste Management (DSWM) memorandum dated July 6, 2021.
6. Material accepted at the facility shall be limited to electronic waste.
7. The recycling facility shall be limited to accepting a maximum of 2.16 tons per day of electronic waste.

**Miami-Dade County**  
**Department of Regulatory and Economic Resources**

A blue ink signature of Lisa M. Spadafina, with the word "FOR" written below it.

**Lisa M. Spadafina, Director**  
**Division of Environmental Resources Management**

**PERMIT NO: SW-1989**  
**PERMIT ISSUED TO: ELECTRONIC RECYCLING CENTER, INC. d/b/a ERC**

**CONTACT PERSON:**  
**Mr. Eduardo Rodriguez, President**  
**ELECTRONIC RECYCLING CENTER, INC. d/b/a ERC**  
**5501 NW 36 AVENUE**  
**MIAMI, FL 33142**

8. All incoming materials shall be tipped, processed and stored inside an enclosed building and within the designated areas depicted on the facility Site Plan labeled SP-1 received on June 16, 2021.
9. The facility shall be limited to the storage of a maximum of 4,218 cubic yards of waste material at any one time.
10. Unacceptables (e.g., wood, furniture, tires, etc.) and prohibited materials (e.g., garbage, hazardous wastes, etc.) inadvertently accepted shall be temporarily stored in containers to prevent spillages and potential storm water, ground, and/or groundwater contamination. Storage time shall be as follows: forty-eight (48) hours for Class I waste and hazardous materials, and thirty (30) days for all others. Materials shall be disposed of at an approved and permitted site and shall be managed in accordance with the provisions of Chapter 62-730, FAC.
11. A licensed hazardous waste handler shall be contacted to inspect segregated potentially hazardous waste. If determined to be hazardous, arrangements shall be made to transport said waste via a licensed hazardous waste transporter to an approved hazardous waste disposal site. Any hazardous waste which is received by the facility shall be managed in accordance with the provisions of Chapter 62-730, FAC.
12. All wastes from facility operations shall be handled, stored, transported and/or disposed of in compliance with county, state, and federal regulations, and guidance documents.
13. Dust suppression, odor and litter control, and other measures shall be implemented, as applicable, to prevent nuisance conditions as defined in Chapter 24, MDCEPO.
14. A determined nuisance, as defined in Chapter 24, MDCEPO, public health threat condition, or abnormal occurrence (i.e., fires, explosions, spills) may result in orders for immediate corrective action in accordance with Section 24-7(15)(a) of the MDCEPO, possible modification to the operation, revocation of this operating permit and/or closure of the facility. Any abnormal occurrences shall be reported to RER within 24 hours, and records shall be kept pursuant to Section 24-20, MDCEPO.

#### **PROHIBITIONS**

15. Open burning is not permitted at this site in accordance with Section 24-41.5 of the MDCEPO.
16. Waste streams other than those specifically authorized by this permit including, but not limited to, Class I and Class III wastes as defined in Chapter 62-701, FAC, shall not be accepted at the facility.
17. No violations of the Miami-Dade County Water Quality Standards or Cleanup Target Levels (CTLs) as provided in Chapter 24-44, MDCEPO, shall occur as a result of the facility operations. Violations of said standards or CTLs may result in orders for immediate corrective action, possible modification to the operation, revocation of this operating permit and/or closure of the facility.

#### **REPORTING / MONITORING REQUIREMENTS**

18. A Monthly Operating Report (MOR) shall be submitted to the Environmental Evaluations Delegated Programs of the Pollution Regulation Division (PRD) of RER with the types and quantities of waste received and removed off-site along with a truck log report with supporting

**PERMIT NO: SW-1989**  
**PERMIT ISSUED TO: ELECTRONIC RECYCLING CENTER, INC. d/b/a ERC**

**CONTACT PERSON:**  
**Mr. Eduardo Rodriguez, President**  
**ELECTRONIC RECYCLING CENTER, INC. d/b/a ERC**  
**5501 NW 36 AVENUE**  
**MIAMI, FL 33142**

disposal receipts. Said MOR shall be submitted by the 15th of the following month on the form provided by RER and hereby attached to this permit.

These reports shall be submitted to the following address:

Attn: Solid Waste Program Compliance Supervisor  
Environmental Evaluations Delegated Programs Section  
Pollution Regulation Division  
Department of Regulatory and Economic Resources  
701 NW 1<sup>st</sup> Ct., 7<sup>TH</sup> Floor  
Miami, Florida 33136

19. Any significant changes in facility operations or procedures shall be reported to RER in writing within thirty (30) days of the change.
20. All reports and other submittals required to comply with this permit shall be signed, and certified, if required, by an appropriate and authorized entity (e.g., registered Professional Engineer, Professional Geologist, Professional Surveyor and Mapper, Permittee or authorized legal representative, etc.).

These reports shall be submitted to the following address:

Attn: Division Chief  
Pollution Regulation Division  
Department of Regulatory and Economic Resources  
701 NW 1st Court, 7th Floor  
Miami, Florida 33136

#### **OTHERS**

21. This permit does not release the Permittee from obtaining all required federal, state or local permits and/or approvals for the operation.
22. Violation of permit conditions or violations of Chapter 24, MDCEPO, may result in orders for immediate corrective action, possible modification to the operation, revocation of this operating permit and/or closure of the facility.

#### **GENERAL CONDITIONS**

23. The Permittee, by acceptance of this document, agrees to operate and maintain the subject operation so as to comply with the requirements of Chapter 24 of the Code of Miami-Dade County.
24. If for any reason, the Permittee does not comply with or will be unable to comply with any condition or limitation specified on this document the Permittee shall immediately notify and provide the Department with the following information: (a) a description of and cause of non-compliance; and (b) the period of non-compliance including exact dates and times; or, if not corrected, the anticipated time the non-compliance is expected to continue, and steps taken to reduce, eliminate, and prevent recurrence of the non-compliance. The Permittee shall be responsible for any and all damages which may result and may be subject to enforcement action by the Department for penalties or revocation of this document.



**PERMIT NO: SW-1989**  
**PERMIT ISSUED TO: ELECTRONIC RECYCLING CENTER, INC. d/b/a ERC**

**CONTACT PERSON:**  
**Mr. Eduardo Rodriguez, President**  
**ELECTRONIC RECYCLING CENTER, INC. d/b/a ERC**  
**5501 NW 36 AVENUE**  
**MIAMI, FL 33142**

25. As provided in Section 24-15 of the Code of Miami-Dade County, the prior written approval of the Department shall be obtained for any alteration to this facility.
26. The issuance of this document does not convey any vested rights or any exclusive privileges. Nor does it authorize any injury to public or private property or any invasion of personal rights, nor any infringement of federal, state, or local laws or regulations. Nor does it relieve the Permittee from liability for harm or injury to human health or welfare or property.
27. This document is required to be posted in a conspicuous location at the facility site during the entire period of operation.
28. The Permittee must provide written notification to the Department upon ceasing operations at the facility that includes the official date of closure. If the submittal of other information is required by the Department prior to the closure of the facility pursuant to the conditions of this permit, said information must be submitted in accordance with the requirements and applicable timeframes indicated therein.
29. This document is not transferable. A new or modified permit issued by the Department, pursuant to Chapter 24 of the Miami-Dade County Code, is required for any changes or modifications to the name of the Permittee, facility location, or upon sale or legal transfer of the property or facility.
30. The Permittee, by acceptance of this document, specifically agrees to allow access to the named source at reasonable times by Department personnel presenting credentials for the purposes of inspection and testing to determine compliance with this document and Department rules.
31. This document does not constitute an approval by the Department or certification that the Permittee is in compliance with applicable laws, ordinances, rules or regulations. The Permittee acknowledges that separate enforcement actions may be initiated by the Department and that this document does not constitute compliance with orders issued in conjunction with enforcement actions for correction of violations.
32. This document does not indicate a waiver of or approval of any other Department permit that may be required for other aspects of this facility.
33. Failure to comply with any condition of this document, or the requirements of Chapter 24, Code of Miami-Dade County may subject the Permittee to the penalty provisions of said Chapter including civil penalties up to \$25,000 per day per offense and/or criminal penalties not to exceed \$500 per day or, for violations of Section 24-42.4 Sanitary Sewer Discharge Limitations and Pretreatment Standards not to exceed \$2,000 per day and/or sixty (60) days in jail.

**DERM - SOLID WASTE OPERATING REPORT FORM**

Facility Name: \_\_\_\_\_ Facility Type (Landfill, C&D MRF, etc.): \_\_\_\_\_  
 Facility Address: \_\_\_\_\_ Permit Number: \_\_\_\_\_  
 Operating Schedule: \_\_\_\_\_ hrs./day \_\_\_\_\_ days/week or \_\_\_\_\_ days/quarter Reporting Period (Month/Year): \_\_\_\_\_

Waste Type	Waste Received this Reporting Period		On-Site Disposal this Reporting Period		Off-Site Disposal this Reporting Period <sup>(1)</sup>			
	Amount	Units <sup>(2)</sup>	Amount	Units <sup>(2)</sup>	Facility Name and address	Amount	Units <sup>(2)</sup>	
Concrete, Stone, Brick, Ceramic Tiles								
Soil								
Construction & Demolition (C&D) Debris								
Recovered Screen Material (RSM)								
RSM Reused <sup>(4)</sup>								
C & D Residuals (screening overs)								
Metals (Ferrous)								
Metals (Non Ferrous)								
Land Clearing Debris/Lumber								
C & D Wood								
Roofing								
Plastic								
Tires								
Paper/Cardboard								
Glass								
Garbage								
Filters								
Bio-hazardous Waste								
Unacceptable (list below)								
Calcium Carbonate Residuals								
Mixed Waste (list below)								
<b>TOTALS</b>							<b>TOTALS</b>	

*I hereby certify, under penalty of perjury, that the information given in this report is accurate to the best of my knowledge*

Name of Operating Authority Representative<sup>(3)</sup> \_\_\_\_\_ Signature of Operating Authority Representative<sup>(3)</sup> \_\_\_\_\_ Date \_\_\_\_\_  
 Facility Operator \_\_\_\_\_ Signature of Operator \_\_\_\_\_ Date \_\_\_\_\_

Notes: (1) ATTACH DISPOSAL RECEIPTS FOR ALL WASTE DISPOSED OFF SITE  
 (2) Cubic Yards or Tons  
 (3) Corporate Officer or Authorized Representative (letter of authorization must be on-file with RER if not a Corporate Officer)  
 (4) RER Approval required for REUSE of RSM





# Memorandum



**Date:** July 6, 2021

**To:** Lee N. Hefty, Assistant Director  
Regulatory and Economic Resources Department

**From:** Michael J. Fernandez, Director  
Department of Solid Waste Management 

**Subject:** Electronic Recycling Center, Inc. (DERM No. SW-1989)

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The Department of Solid Waste Management (DSWM) has reviewed the Resource Recovery and Management Facility (RRMF) permit application submitted by Electronic Recycling Center, Inc., received on June 16, 2021. The DSWM understands that the applicant requests to operate a Resource Recovery and Management Facility for electronics recycling of 2.1625 tons per day at 5501 NW 36th Avenue, Miami-Dade County, Florida.

The application was reviewed in accordance with the following County Ordinances:

**Section 15-18 of the Miami-Dade County Code:** This provision requires that the Director of the Department of Solid Waste Management review all resource recovery and management operation permit applications and make a recommendation to the Director of the Department of Environmental Resources Management regarding every such application, subject to conditions.

**Section 24-18 of the Miami-Dade County Code:** This section states that "no resource recovery and management facility permit shall be granted without the written recommendation of approval of the Director of the Department of Solid Waste Management issued pursuant to the provisions of Chapter 15, Miami-Dade County Code."

**Section 612 of the Bond Ordinance 96-168:** This section states that the "County shall not permit or consent to the construction, acquisition or operation of any private solid waste disposal facility within the County that may compete or tend to compete with the System unless the Department shall determine, in a written certificate of the Director approved by the [Bond] Consultant and filed with the Finance Director, that such facilities will not adversely affect Operating Revenues and the Board shall have adopted a resolution approving the construction, acquisition and operation of such facilities."

## Department Findings

Provided the facility is operated as proposed in the operations plan and the facility operator adheres to the conditions of approval contained in the Department's recommendation, the Department finds:

1. That operation of this facility will not adversely affect operating revenues.
2. That operation of this facility will not have an adverse impact on the County's ability to meet operating requirements for any solid waste management facility operated under contract with the County.

Electronic Recycling Center, Inc.

(DERM No. SW-1989)  
June 22, 2021  
Page 2

3. That operation of this facility will not have an adverse impact on the County's ability to comply with all state and federal regulations governing solid waste management activities.

**Department Recommendation**

The DSWM recommends approval of the permit requested, subject to the following conditions:

1. The maximum processing rate shall be 2.1625 tons per day of electronics.
2. The permit must state that the facility shall accept and receive only source separated recyclables.<sup>1</sup> Acceptance of materials other than qualifying source separated recyclables would constitute a violation of the facility permit issued by RER and subject the facility to enforcement action by RER.
3. The amount of unacceptable material shall remain below ten (10) percent of the total amount of recyclable material received on a monthly basis, based on the monthly report submitted to RER.
4. The recovered materials shall be recycled. Disposal of the recovered materials shall constitute a violation of the facility permit issued by RER and subject the facility to enforcement action by RER.
5. The DSWM may, in addition to the RER facility inspections, periodically inspect the facility to verify that material acceptance is limited to source separated recyclables, unacceptable material is below ten (10) percent and recovered material is recycled.
6. The facility operator shall maintain accurate records, including payment and sales receipts, for all incoming recyclable materials and outgoing recovered materials and unacceptable material by material type and quantity, as applicable. This information must be included in the monthly report submitted to RER. The facility records shall be made available for County audit.
7. The operator shall file a monthly operating report with RER - affirming that: (A) the facility accepted only source separated recyclables during the preceding 12 months, (B) the percentage of unacceptable material was below ten (10) percent, and (C) the end use of the recovered material was recycling.
8. The operator shall file an Annual Recycling Report with DSWM by February 15th of each year for the previous calendar year. The information should be emailed to our mailbox at [dswm@miamidade.gov](mailto:dswm@miamidade.gov). The report must include the total tons recycled by material type and the name and contact information of the recycling facilities receiving the tons.

c: David Sherman, Assistant County Attorney  
David Hope, Assistant County Attorney

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<sup>1</sup> Recyclables must be separated from MSW at their source of generation, but may be commingled together, as in the case of single stream recycling programs.

**BEFORE THE MIAMI-DADE COUNTY  
ENVIRONMENTAL QUALITY CONTROL BOARD**

**IN RE:** : **Board Order No. 18-25**  
:  
**ERC Warehouse 5501 LLC** :

THIS MATTER came before the Board on July 12, 2018 as a request by Petitioner, ERC Warehouse 5501 LLC, for a variance from the requirements of Section 24-43 (11) of the Code of Miami Dade County, Florida. The request is to allow the establishment of a Resource Recovery and Management Facility (RRMF) specifically an electronics recycler on a property that is situated within the maximum day travel time of the Miami Springs Upper, Miami Springs Lower, John E. Preston and Hialeah Wellfield Protection Area. The subject property is located at 5501 N.W. 36<sup>th</sup> Avenue, Hialeah, Florida and is more particularly described in Exhibit "A" attached hereto and incorporated herein by reference.

Section 24-43(11) of the Code prohibits the approval, granting, modifying or issuing of any permit, certificate of use and occupancy, platting action or zoning action for any resource recovery and management facility within the Northwest Wellfield, the West Wellfield, the basic wellfield protection area of any public utility potable water supply well or the maximum day pumpage wellfield protection area of the Miami Springs Upper, Miami Springs Lower, John E. Preston and Hialeah wellfield complex.

Section 24-5 defines a Resource Recovery and Management Facility as any facility the purpose of which is disposal, recycling, incineration, processing, storage, transfer or treatment of solid waste or liquid waste.

The Board finds that the subject property contains approximately 23,000 square feet and is developed with a 10,733 square foot warehouse that is served by public water and public sanitary sewers. The subject property is situated within the maximum day pumpage wellfield protection area of the Miami Springs Upper, Miami Springs Lower, John E. Preston and Hialeah Wellfield Protection area.

The Petitioner is requesting that a tenant, Electronic Recycling Center, Inc. be allowed to operate a mixed scrap electronics recycling facility within the entire warehouse building. The business proposes to receive, segregate, bale, shred or compact the materials until the material is sold for further use off-site. It has been proposed that all operations are to be performed under the roofed area and inside the building. According to the Petitioner, the business proposes to accept approximately 130,000 pounds of scrap electronic material each month and estimates that the maximum storage capacity for the warehouse is 400,000 pounds of mixed scrap electronics. The equipment used in the operation includes three (3) electric balers, two (2) propane forklifts, one (1) electric shredder and two (2) scale stations. The equipment will be maintained on-site by a third party contractor and any waste generated will be removed by the contractor.



Electronic Recycling Center, Inc. came before the Board previously with a request to operate an electronic recycling operation at 5510 NW 35 Court, Hialeah Florida, directly east of the subject property. The Board approved, via Board Order No. 17-16, a variance from Section 24-43 (11) to allow a Resource Recovery and Management Facility with conditions. DERM recognizes that the operator complied with the Board Order conditions in a timely matter.

The Board finds that a DERM inspection conducted on May 30, 2018 revealed that Electronic Recycling Center, Inc., was moving their equipment into the new location and had started minimal operations. The inspection documented the entire operation taking place inside the warehouse and there were no hazardous materials or liquid wastes generated from the operations or stored within the building. The scrap electronic equipment, such as computers, printers, TVs and scanners are received inside the warehouse and then manually dismantled and sorted into cardboard boxes. Plastic parts are baled and some pieces are shredded for off-site sale or sent to various recyclers. No outside storage of electronics or scrap equipment was documented.

The Board finds that based upon the evidence and testimony presented that the proposed operations will be performed in an enclosed building and no hazardous materials or hazardous wastes will be used, stored, handled or generated, granting a variance from the requirements of Section 24-43 (11) of the Code to allow a Resource Recovery and Management Facility operation, specifically a mixed scrap electronics recycling operation, on a property that is served by public water and public sanitary sewers, but situated within the maximum day pumpage wellfield protection area of the Miami Springs Upper, Miami Springs Lower, John E. Preston and Hialeah Wellfield Protection area, will not be detrimental to the public health, welfare and safety, will not create a nuisance, and will not materially increase the level of pollution in this County provided the Petitioner remains in compliance with conditions enumerated below.

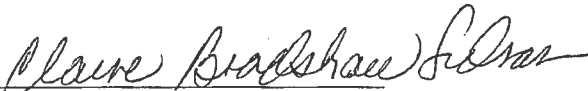
### **ACCORDINGLY, IT IS**

**ORDERED AND ADJUDGED** that, based upon the evidence and testimony presented, a variance from the requirements of Section 24-43 (11) of the Code, be and the same is hereby granted, subject of the following conditions:

1. This variance is limited to the Electronic Recycling Center, Inc. business only. This variance shall be null and void if Electronic Recycling Center, Inc. ceases operation.
2. Electronic recycling operations shall be conducted exclusively inside the warehouse building. The outdoor storage and/or processing of electronic scrap is strictly prohibited.
3. No electronic recycling activities shall be allowed at the subject site until the Petitioner has complied with the following:
  - a. Obtain DERM approval of a municipal occupational license for the electronic recycling facility granted by this Board Order, and;
  - b. Submit to DERM a complete Resource Recovery and Management Facility permit application package for the establishment of an electronics recycling operation.

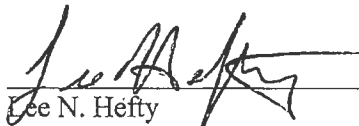
4. The Petitioner or Petitioner's tenant shall complete the Resource Recovery and Management Facility permit application process within one hundred eight days (180) from the date of the hearing.
5. Equipment maintenance or repair shall be conducted by a third party contractor. Any waste generated by these activities shall be taken off site by the contractor for proper disposal, and receipts maintained on-site for review.
6. Failure at any time to comply with any of the conditions of this Board Order shall render this Order null and the variance granted herein, no longer in effect. Upon compliance with the conditions, the variance shall be reinstated.

Done and Ordered this 12<sup>th</sup> day of October, 2018 in Miami-Dade County, Florida.

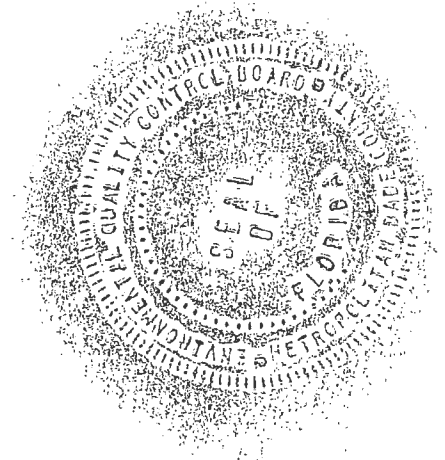
  
 Claire Bradshaw-Sidran, Ph.D.  
 Chairperson

**FILING AND ACKNOWLEDGEMENT**

Filed on this 12<sup>th</sup> day of October, 2018 with the Secretary of the Board as Clerk of the Environmental Quality Control Board, receipt of which is hereby acknowledged and the seal of the Board affixed below.

  
 Lee N. Hefty  
 Secretary and Clerk

SEAL



Approved as to form and legal sufficiency:

ABIGAIL PRICE-WILLIAMS  
 Miami-Dade County Attorney

Attorney for the Board



By: David Sherman  
 Assistant County Attorney

**Exhibit "A"**

**Full Legal Description**

16 53 41 .53 AC  
PAN AMERICAN TERMINALS PB 50-71  
LOT 11 BLK 3  
LOT SIZE 23000 SQUARE FEET  
OR 16904-0410/0411 0895 1  
COC 23316-0411 03 2005 5



**EXHIBIT "C"  
INSURANCE REQUIREMENTS**

**GENERAL INFORMATION AND MINIMUM INSURANCE REQUIREMENTS**

**COMMERCIAL GENERAL LIABILITY INSURANCE**

The Vendor/Contractor shall purchase and maintain at the Vendor/Contractor's expense Commercial General Liability insurance coverage (ISO or comparable Occurrence Form) for the life of this Contract. Modified Occurrence or Claims Made forms are not acceptable.

The Limits of this insurance shall not be less than the following limits:

Each Occurrence Limit	\$1,000,000
Personal & Advertising Injury Limit	\$1,000,000
Products & Completed Operations Aggregate Limit	\$2,000,000
General Aggregate Limit (other than Products & Completed Operations) Applies Per Project	\$2,000,000

General liability coverage shall continue to apply to "bodily injury" and to "property damage" occurring after all work on the Site of the covered operations to be performed by or on behalf of the additional insureds has been completed and shall continue after that portion of "your work" out of which the injury or damage arises has been put to its intended use.

**WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE**

The Vendor/Contractor shall purchase and maintain at the Vendor/Contractor's expense Workers' Compensation and Employer's Liability insurance coverage for the life of this Contract.

The Limits of this insurance shall not be less than the following limits:

<u>Part One</u> – Workers' Compensation Insurance – Unlimited Statutory Benefits as provided in the Florida Statutes and	
<u>Part Two</u> – Employer's Liability Insurance	
Bodily Injury By Accident	\$500,000 Each Accident
Bodily Injury By Disease	\$500,000 Policy Limit
Bodily Injury By Disease	\$500,000 Each Employee

\*If leased employees are used, policy must include an Alternate Employer's Endorsement

**AUTOMOBILE LIABILITY INSURANCE**

The Vendor/Contractor shall purchase and maintain at the Vendor/Contractor's expense Automobile Liability insurance coverage for the life of this Contract.

The Limits of this insurance shall not be less than the following limits:

Combined Single Limit – Each Accident	\$1,000,000
---------------------------------------	-------------

Covered Automobiles shall include any auto owned or operated by the insured Vendor/Contractor, including autos which are leased, hired, rented or borrowed, including autos owned by their employees which are used in connection with the business of the respective Vendor/Contractor.

Vendor/Contractor shall require each of his Sub-Vendor/Contractors to likewise purchase and maintain at their expense Commercial General Liability insurance, Workers' Compensation and Employer's Liability coverage and Automobile Liability insurance coverage meeting the same limit and requirements as the Vendor/Contractors insurance.



**Certificates of Insurance and the insurance policies required for this Agreement shall contain –**

- **Endorsement that coverage afforded under the policies will not be cancelled or allowed to expire until at least thirty (30) days prior written notice has been given to Nassau County Board of County Commissioners.**
  - **Nassau County Board of County Commissioners must be named as an Additional Insured and endorsed onto the Commercial General Liability (CGL), Auto Liability policy (ies).**
  - **CGL policy for construction related contracts –**
    - **Additional Insured Endorsement must include Ongoing and Completed**
    - **CGL policy shall not be endorsed with Contractual Liability Limitation Endorsement or Amendment of Insured Contract Definition**
    - **CGL policy shall include broad form contractual liability coverage for the Contractors covenants to and indemnification of the Authority under this Contract**
- **Provision under General Liability, Auto Liability and Workers' Compensation to include a Waiver of Subrogation clause in favor of Nassau County Board of County Commissioners.**
- **Provision that policies, except Workers' Compensation, are primary and noncontributory.**

Certificates of Insurance and the insurance policies required for this Agreement shall contain a provision under General Liability, Auto Liability, Environmental Liability and Workers' Compensation to include a Waiver of Subrogation clause in favor of Nassau County Board of County Commissioners.

All Insurers must be authorized to transact insurance business in the State of Florida as provided by Florida Statute 624.09(1) and the most recent Rating Classification/Financial Category of the insurer as published in the latest edition of "Best's Key Rating Guide' (Property-Casualty) must be at least A- or above.

All of the above referenced Insurance coverage is required to remain in force for the duration of this Agreement and for the duration of the warranty period. Accordingly, at the time of submission of final application for payment, Vendor/Contractor shall submit an additional Certificate of Insurance evidencing continuation of such coverage.

If the Vendor/Contractor fails to procure, maintain or pay for the required insurance, Nassau County Board of County Commissioners shall have the right (but not the obligation) to secure same in the name of and for the account of Vendor/Contractor, in which event, Vendor/Contractor shall pay the cost thereof and shall furnish upon demand, all information that may be required to procure such insurance. Nassau County Board of County Commissioners shall have the right to back-charge Vendor/Contractor for the cost of procuring such insurance. The failure of Nassau County Board of County Commissioners to demand certificates of insurance and endorsements evidencing the required insurance or to identify any deficiency in Vendor/Contractors coverage based on the evidence of insurance provided by the Vendor/Contractor shall not be construed as a waiver by Nassau County Board of County Commissioners of Vendor/Contractor's obligation to procure, maintain and pay for required insurance.

The insurance requirements set forth herein shall in no way limit Vendor/Contractors liability arising out of the work performed under the Agreement or related activities. The inclusions, coverage and limits set forth herein are minimum inclusion, coverage and limits. The required minimum policy limits set forth shall not be construed as a limitation of Vendor/Contractor's right under any policy with higher limits, and no policy maintained by the Vendor/Contractor shall be construed as limiting the type, quality or quantity of insurance coverage that Vendor/Contractor should maintain. Vendor/Contractor shall be responsible for determining appropriate inclusions, coverage and limits, which may be in excess of the minimum requirements set forth herein.

If the insurance of any Vendor/Contractor or any Sub-Vendor/Contractor contains deductible(s), penalty(ies) or self-insured retention(s), the Vendor/Contractor or Sub-Vendor/Contractor whose insurance contains such provision(s) shall be solely responsible for payment of such deductible(s), penalty(ies) or self-insured retention(s).

The failure of Vendor/Contractor to fully and strictly comply at all times with the insurance requirements set forth herein shall be deemed a material breach of the Agreement





**Certificate Of Completion**

Envelope Id: 76E273D6DB9C4101872808FAEF1000BB  
 Subject: ERC CM3494 Electronics Recycling  
 Source Envelope:  
 Document Pages: 160  
 Certificate Pages: 6  
 AutoNav: Enabled  
 Enveloped Stamping: Enabled  
 Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Status: Completed

Envelope Originator:  
 Becky Diden  
 bidden@nassaucountyfl.com  
 IP Address: 50.238.237.26

**Record Tracking**

Status: Original  
 9/6/2023 4:11:18 PM  
 Holder: Becky Diden  
 bidden@nassaucountyfl.com

Location: DocuSign

**Signer Events**

Doug Podiak  
 dpodiak@nassaucountyfl.com  
 Facilities Director  
 Nassau County BOCC  
 Security Level: Email, Account Authentication  
 (None)

**Signature**

*Doug Podiak*

Signature Adoption: Pre-selected Style  
 Using IP Address: 50.238.237.26

**Timestamp**

Sent: 9/6/2023 4:27:50 PM  
 Resent: 9/6/2023 5:21:00 PM  
 Viewed: 9/7/2023 10:22:46 AM  
 Signed: 9/7/2023 10:22:55 AM

**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

Tracy Poore  
 tpoore@nassaucountyfl.com  
 OMB Admin  
 Nassau County BOCC  
 Security Level: Email, Account Authentication  
 (None)

*TP*

Signature Adoption: Pre-selected Style  
 Using IP Address: 50.238.237.26

Sent: 9/7/2023 10:23:01 AM  
 Viewed: 9/7/2023 1:47:33 PM  
 Signed: 9/7/2023 1:53:13 PM

**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

chris lacambra  
 clacambra@nassaucountyfl.com  
 OMB Director  
 Nassau County BOCC  
 Security Level: Email, Account Authentication  
 (None)

*chris lacambra*

Signature Adoption: Pre-selected Style  
 Using IP Address: 50.238.237.26

Sent: 9/7/2023 1:53:19 PM  
 Viewed: 9/7/2023 4:37:32 PM  
 Signed: 9/7/2023 4:37:45 PM

**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

Ashley Metz  
 ametz@nassaucountyfl.com  
 Human Resources Director  
 Nassau County BOCC  
 Security Level: Email, Account Authentication  
 (None)

*AM*

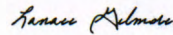
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 Using IP Address: 50.238.237.26

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 Signed: 9/8/2023 7:09:22 AM

**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

**Signer Events****Signature****Timestamp**

Lanaee Gilmore  
lgilmore@nassaucountyfl.com  
Procurement Director  
Nassau County BOCC  
Security Level: Email, Account Authentication  
(None)

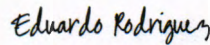


Signature Adoption: Pre-selected Style  
Using IP Address: 50.238.237.26

Sent: 9/8/2023 7:09:28 AM  
Viewed: 9/8/2023 11:02:51 AM  
Signed: 9/8/2023 11:05:11 AM

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Eduardo Rodriguez  
mp@ercrecycling.com  
Security Level: Email, Account Authentication  
(None)



Signature Adoption: Pre-selected Style  
Using IP Address: 73.56.222.82

Sent: 9/8/2023 11:05:19 AM  
Viewed: 9/8/2023 11:07:27 AM  
Signed: 9/8/2023 1:23:29 PM

**Electronic Record and Signature Disclosure:**  
Accepted: 9/8/2023 11:07:27 AM  
ID: bd4dd4f1-a75c-4178-b64e-6274de258f71

Abigail F. Jorandby  
ajorandby@nassaucountyfl.com  
Assistant County Attorney  
Nassau BOCC  
Security Level: Email, Account Authentication  
(None)



Signature Adoption: Pre-selected Style  
Using IP Address: 50.238.237.26

Sent: 9/8/2023 1:23:36 PM  
Viewed: 9/8/2023 1:30:35 PM  
Signed: 9/8/2023 1:31:00 PM

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Denise C. May  
dmay@nassaucountyfl.com  
Assistant County Attorney  
Nassau County BOCC  
Security Level: Email, Account Authentication  
(None)

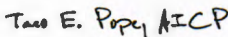


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Sent: 9/8/2023 1:31:08 PM  
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Signed: 9/8/2023 1:32:14 PM

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Taco E. Pope, AICP  
tpope@nassaucountyfl.com  
County Manager  
Nassau County BOCC  
Security Level: Email, Account Authentication  
(None)



Signature Adoption: Pre-selected Style  
Using IP Address: 50.238.237.26

Sent: 9/8/2023 1:32:21 PM  
Viewed: 9/8/2023 2:46:36 PM  
Signed: 9/8/2023 2:48:20 PM

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Clerk Finance received  
boccap@nassauclerk.com  
Nassau County Clerk  
Security Level: Email, Account Authentication  
(None)



Signature Adoption: Pre-selected Style  
Using IP Address: 12.23.69.254

Sent: 9/8/2023 2:48:28 PM  
Viewed: 9/11/2023 8:59:57 AM  
Signed: 9/11/2023 9:00:07 AM

**Electronic Record and Signature Disclosure:**  
Accepted: 2/4/2021 9:59:11 AM  
ID: 6238f06a-a4ad-4d45-a7f5-929d04629059

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Clerk Admin  
 clerkservices@nassaucountyfl.com  
 Security Level: Email, Account Authentication (None)  
**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

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Sent: 9/11/2023 9:00:13 AM  
 Viewed: 9/11/2023 9:07:20 AM

Procurement  
 Procurement@nassaucountyfl.com  
 Security Level: Email, Account Authentication (None)  
**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

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Sent: 9/11/2023 9:00:13 AM

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	9/6/2023 4:27:50 PM
Envelope Updated	Security Checked	9/6/2023 5:14:35 PM
Envelope Updated	Security Checked	9/6/2023 5:14:35 PM
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Envelope Updated	Security Checked	9/6/2023 5:23:28 PM
Certified Delivered	Security Checked	9/11/2023 8:59:57 AM
Signing Complete	Security Checked	9/11/2023 9:00:07 AM
Completed	Security Checked	9/11/2023 9:00:13 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, County of Nassau (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

### **How to contact County of Nassau:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [bsimmons@nassaucountyfl.com](mailto:bsimmons@nassaucountyfl.com)

### **To advise County of Nassau of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [bsimmons@nassaucountyfl.com](mailto:bsimmons@nassaucountyfl.com) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

### **To request paper copies from County of Nassau**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [bsimmons@nassaucountyfl.com](mailto:bsimmons@nassaucountyfl.com) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

### **To withdraw your consent with County of Nassau**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to [bsimmons@nassaucountyfl.com](mailto:bsimmons@nassaucountyfl.com) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### **Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

### **Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify County of Nassau as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by County of Nassau during the course of your relationship with County of Nassau.