

CONTRACT FOR PURCHASE OF ROPAX MOBILE UNIT

THIS CONTRACT FOR PURCHASE OF ROPAX MOBILE UNIT (“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 **EPAX SYSTEMS INC**, located at 14641 Armita Street, Panorama City, CA 91402 (hereinafter referred to as the “Vendor”), on the day and year last written below (hereinafter “Effective Date”).

WHEREAS, the County requires a vendor to provide goods and/or services for a ROPAX Mobile Standard Deisel Unit rolling compactor with extended warranty coverage; and

WHEREAS, the County received a proposal/quote for said goods and/or services from the Vendor on June 13, 2024, a copy which is attached hereto as Exhibit “A” and made a part hereof; and

WHEREAS, the County has determined that the goods and/or services required are a single source purchase; and

WHEREAS, the County has completed all necessary steps under the applicable Nassau County Purchasing Policy in regard to the single source acquisition of the Vendor’s goods and/or 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:

Exhibit “A” VENDOR’S PROPOSAL/QUOTE

Exhibit “B” INSURANCE REQUIREMENTS

Exhibit “C” WARRANTY

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 Vendor’s Proposal/Quote, 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 Vendor’s Proposal/Quote in a timely and professional manner in accordance with specifications referenced herein.

3.2 The Vendor shall also provide extended warranty coverage for the goods as identified in Exhibit “A”, the terms of which shall be in accordance with Exhibit “C”, which is attached hereto and incorporated herein.

SECTION 4. Payment and Invoicing.

4.1 The County shall pay the Vendor in an amount not to exceed One Hundred Sixty-Eight Thousand, Nine Hundred Twenty and 00/100 Dollars (\$168,920.00) for the goods and/or services referenced in Exhibit “A.” 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 (dpodiak@nassaucountyfl.com) or designee and to 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 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

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

4.2 Notwithstanding the foregoing, the parties agree that County shall pay the Vendor fifty percent (50%) of the above-referenced not-to-exceed amount, totaling Eighty-Four Thousand Four Hundred Sixty and 00/100 Dollars (\$84,460.00) as a deposit for the goods and/or services, which the County shall pay with a proper County purchase order. In the event that the goods and/or services are not delivered to or accepted by the County, or this Contract is terminated pursuant to Section 8, this deposit shall be refundable to the County. The balance shall be due from County to Vendor after the goods and/or services have been received, inspected and accepted by the County, and within forty-five (45) calendar days of receipt and acceptance by the Director of Public Works of the invoice of the balance due, 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.

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 this Contract 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

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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 begin upon the date of execution by both parties to this Contract and shall terminate one year from date of execution. 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; Risk of Loss.

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.

7.2 Title and risk of loss or damage shall pass from Vendor to County only upon the delivery, receipt, and acceptance of the goods and/or services at the correct delivery location identified by 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 the 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 the 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.

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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 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

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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 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 the 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 "B". 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.

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 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 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.

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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.

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27.8 In reference to any public records requested under this Contract, the Vendor shall identify and mark specifically any information which 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.

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 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. Scrutinized Companies and Public Entity Crimes.

29.1 The Vendor is directed to the Florida Public Entities Crime Act, Section 287.133, Florida Statutes, as well as Section 287.135, Florida Statutes, regarding Scrutinized Companies, and represents to County that the Vendor is qualified to transact business with public entities in Florida, and to enter into and fully perform this Contract subject to the provisions stated therein. Failure to comply with any of the above provisions will be considered a material breach of the 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: Director of Public Works
45195 Musselwhite Road
Callahan, Florida 32011

Vendor: EPAX Systems Inc
Attn: Mike Wakefield
14641 Arminta St.
Panorama City, CA, 91402

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 and/or services 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.

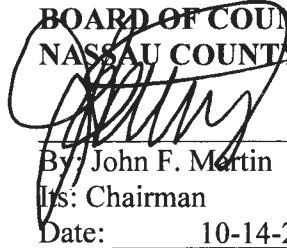
39.1 If there is a change in any state or federal law, regulation or rule or interpretation thereof, which affects this Contract or the activities of either party under this Contract, and either party reasonably believes in good faith that the change will have a substantial adverse effect on that party's 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 goods and/or services provided prior to the termination date.

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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**

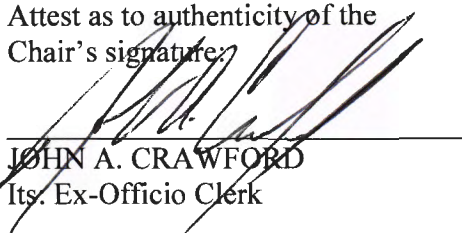


By: John F. Martin

Its: Chairman

Date: 10-14-24

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 9/26/2024
DENISE C. MAY

EPAX SYSTEMS INC

Stefan Nielsen

By: Stefan Nielsen

Its: President/COO

Date: 9/26/2024



14641 Arminta Street, Panorama City, CA 91402

818 994.2870 Fax 818 994.4032

www.epaxsystems.com

Michael Wakefield

Sr Manager Industrial & Government Sales

Michaelw@epaxsystems.com

912-675-1246

**VENDORS PROPOSAL / QUOTE
EXHIBIT- "A"**

June 13, 2024-**Revised 09/10/24**

**Nassau County Solid Waste
Mr. Edward Diden**
46026 Landfill Rd
Callahan, FL 32011
Re: ROPAX Mobile Jumbo Diesel

Quote valid for 75 Days.

Edward:

As we discussed, here is the proposal for a ROPAX Mobile Standard Deisel Unit. Because of the number of containers that you have at the site- a Mobile makes a lot of sense. This way you don't have to take the containers to the ROPAX. The mobile will allow you to crush them in place with the least amount of impact to the current operation.

I have quoted the machine as well as the installation and delivery for you. I have included the most popular options, mirrors, lights. AC and Heat Are available if desired.

The Mobile is very versatile - for example.

1. No more waiting on a roll-off truck to move your containers – with the container moving device the operator can perform these swaps, saving time and not being dependent on the roll-off drivers' schedule.
2. You do not need a dedicated truck or licensed truck driver; this operates like a large forklift- saves money and roll-off truck traffic at your site.
3. With the option of "shore power" the Mobile can be connected to a three-phase electrical circuit to run in auto mode without an operator. If you have hard-to-compact material that needs a longer run time you will not have to tie up your operator to do this!

If you order this unit- it can be painted any RAL color, you want since they are built to order.

Please review and let me know what you think and if you have any questions.

Best regards,
Mike Wakefield

**PROPOSAL ROPAX MOBILE
Standard Diesel Unit**



Description	Cost	Each	Total
Mobile Jumbo RP 7700	126,500	1	126,500
With Drum Stripping Device			
75 HP Kubota Diesel Powered			
Included Options:			
Standard Paint Color White/Green	0	1	0
Container Moving Device	5,025	1	5,025
<i>Requirements:</i>			
<i>Containers with rollers</i>			
<i>Maximum weight 12 metric tons</i>			
<i>Flat hard surface ground</i>			
<i>Max grade 4%</i>			
<i>Hook height 1450mm/4'9" to 1570mm/ 5'2"</i>			
Drum Stripping device Comb (Added compaction weight 200 kg/ 440Lbs)	1,600	1	1,600
Exterior RH Mirror	315	1	315
Additional Rear LED headlight	300	1	300
Special Design Rubber Buffer In Front (2)	515	1	515
Additional Emergency Stop LH & RH External Mounted X 3	700	1	700
Automatic Lubrication System for all 24 Greasing Points	3,000	1	3,000
Rotating Beacon LED During Operation	450	1	450
Fire Extinguisher STD – Diesel	140	1	140
Seat Belt	250	1	250



Additional Options Available for ROPAX Mobile:

<i>Fire Extinguisher C02 - Electric</i>	<i>\$240.00</i>
<i>Fire Extinguisher STD – Diesel</i>	<i>\$140.00</i>
<i>Tinted Windows</i>	<i>1,195.00</i>
<i>For container's higher than 8'10" / 3,100mm</i>	<i>1,000.00</i>
<i>Additional Spotlights</i>	<i>\$1,600.00</i>
<i>Oil level Sensor (Hydraulic)</i>	<i>\$1,500.00</i>
<i>Drum Park Position</i>	<i>\$ 900.00</i>
<i>Seat Belt</i>	<i>\$250.00</i>
<i>Stairs, Rearward</i>	<i>\$1,650.00</i>
<i>Safety Barrier Near Stairs</i>	<i>900.00</i>
<i>Air Suspension Drivers Seat with Heating</i>	<i>\$1,275.00</i>
<i>Safety Handrails for Stairs</i>	<i>\$1,200.00</i>
<i>Rubber Bumper Rear Mounted</i>	<i>\$515.00</i>
<i>Exterior Mirror Left Side</i>	<i>\$315.00</i>
<i>Air Conditioning and Heat -Diesel</i>	<i>\$5,900.00</i>
<i>Air Conditioning – Electric</i>	<i>\$6,700.00</i>
<i>Air Conditioning and Heating- Electric</i>	<i>\$8,250.00</i>
<i>Backup Video System -in color</i>	<i>\$1,000.00</i>
<i>Protection Grid for Glass all around the Cab</i>	<i>\$1,550.00</i>
<i>Turning angle Indicator for Steering Wheel</i>	<i>950.00</i>
<i>Surcharge for Biodegradable Hydraulic Oil</i>	<i>\$2,900.00</i>
<i>Microphone and Loudspeaker</i>	<i>725.00</i>
<i>Radio with Bluetooth</i>	<i>725.00</i>
<i>Additional windshield Wiper Rear Window</i>	<i>445.00</i>
<i>Battery Charger 480V instead of the 230V included</i>	<i>\$4,350.00</i>

Optional "shore power" Allows Mobile to be connected to a three-phase electrical circuit - to run in auto mode without an operator.

\$5,200.00

Warranty Standard

Purchase or lease includes one-year warranty- parts and labor included.

NOTE: Damage by misuse is not covered.

Extended Warranty Coverage can be purchased for the compactor with original procurement for 2-5 years.

Year 2 1,850

Year 3 2,475

Year 4 3,640

Year 5 4,595

Buy all five years for only \$12,560.00 Special EW Promo: Only \$11,500.00

EPAX Systems: ROPAX Warranty Information

1. Standard Warranty Coverage:

- Start Date: The warranty begins on the date of delivery and Installation of the ROPAX Mobile machine.
- Duration: The warranty is valid for up to 12 months from the start date or 1,000 working hours, whichever occurs first. After either of these thresholds are reached, the standard warranty will expire.

2. Coverage Details:

- Parts and Labor: During the warranty period, Epax systems will cover the costs of parts and labor required to repair or replace defective components under normal use conditions.
- **Exclusions:**
 - Normal Wear Items: Components subject to routine wear and tear (e.g., belts, filters, and other consumables) are not covered by the warranty.
 - Normal Maintenance: Regular maintenance tasks, such as lubrication, adjustments, and replacements of wear items, are the responsibility of the owner and are not covered under the warranty.
 - Machine Abuse is not covered under the warranty.

3. Maintenance Requirements:

- Regular Maintenance: To maintain the validity of the warranty, the machine must be serviced according to the maintenance schedule provided in the user manual. Failure to perform required maintenance could void the warranty.
- Documentation: It is advisable to keep records of all maintenance activities and service reports as proof of proper upkeep in case of a warranty claim.

- Authorized Service Representatives are recommended to perform service.

4. Extended Warranty Option:

- Description: The Epax Extended Warranty provides an option to extend the standard warranty period beyond the initial 12 months or 1,000 working hours.
- Duration: The extended warranty can be purchased for an additional period of 1 to 5 years, depending on the specific plan selected at the time of purchase.
- Coverage: The extended warranty terms are the same as the standard warranty, covering parts and labor but excluding normal wear items, abuse and maintenance.

5. How to Purchase the Extended Warranty:

- Timing: The Epax Extended Warranty must be purchased at the time of the initial machine purchase.
- Options: Various plans are available, and the duration of the extension can be chosen based on the customer's preference and needs.

6. Claims Process:

- Contact: For any warranty claims, contact:
- **Epax systems customer service at 818-994-2870 or email: service@epaxsystems.com . Provide the machine's model, serial number, purchase date and location, as well as a description of the issue.**
- Inspection: An authorized Epax systems technician may need to inspect the machine to determine if the issue is covered under warranty.
- Repair or Replacement: If the claim is approved, Epax systems will arrange for necessary repairs or replacements according to the warranty terms.

For additional details or specific inquiries, please contact Epax systems customer service directly by calling: 818-994-2870 or email: service@epaxsystems.com

General Conditions and Warranties

- A.** All equipment and components are sold as New unless otherwise stipulated and agreed on between buyer and seller.
- B. Terms:** 50% with purchase order, 25% before Shipment and balance net 30.
- C.** Sales Tax (FL Tax Exempt per Statute) and any fees are the responsibility of the customer.
- D.** Please make checks payable to Epax Systems.
- E.** Delivery lead time Estimated at 18-20 weeks from receipt of deposit. Plus, Ocean Freight Time
- F.** Standard one-year (12 months) or 1,000 hours of operation Manufacturers Limited Warranty covering parts and labor (not caused by misuse)
- G.** Prices subject to change without notice.



MOBILE JUMBO DESCRIPTION

MOBILE – JUMBO for continuous of compaction of bulky waste such as boxes, pallets, crates etc. in open containers. Compaction takes place by rolling movement of a heavy and specially designed drum.

Technical Details:

The Mobile Jumbo - is equipped with its own Specially designed electric motor for drive and compaction. It breaks, tears up and compacts the material by means of a special compaction drum with an effective load of approximately 2 tons. A gear box mounted inside the drum is driven by low-maintenance hydraulic motors. The manual control of the roller is carried out through a joystick. For optimal working, the container should be filled ¼ full before starting compaction. The machine is painted with 2 component paint in color desired.

Technical Data:

Container height	2,200/ 7'3"– 2,700mm/ 8'10"
(optional 3,100mm/ 10' 2")	
Required overhead clearance	min. 6,700mm/ 22'.10"
Diameter of drum	1,200mm/ 4'
Width of drum	1,800mm/ 5'11"
Length of travel	6,600mm/ 21'8"
Weight of drum	1,700kg/ 3,747Lbs + Cleaning Device=440lbs
Total Drum Weight	4,157lbs

Weight of Mobile Jumbo	8,000kg/ 17,636Lbs
Max height of Mobile	21.5 feet
Traction Drive	75HP Kubota Diesel Drive
Gradeability	11% or 6.5° (without container)
Width	2,400 mm/ 7'11"
Length	4,600 mm 15' 1"
Outer Turning Circle	9,600 mm aprx. / 31'6"
Inner Turning Circle	2,700 mm aprx. / 8'10"
Distance of Axels	2,500 mm aprx. / 8'3"
Speed	5 km/hr suggested/ 3 MPH.
Noise Level	Fairly Quiet



Equipment Specifications:

Top of driver Cabin approximately 4,000mm/13' above ground for visibility

Stepless electronic adjustable traction drive by joystick

Ergonomic and safe ladder to cabin with safety handrail.

Windows front, left, right and rear made of safety glass.

The right window slides open.

Front Window with safety protection grid

Windscreen wiper in front

Ergonomic seat for driver

Adjustable steering wheel

Working hour counter

Two-wheeled powerful hydraulic drive including locking brakes.

Lockable door and access covers

Heavy duty solid tires

Drum travel length easily adjustable from inside cabin

Speedometer

Internal cabin lights

Front spotlights (2)

Audible back-up alarm

Signal horn

Cab heating and AC Available for driver comfort

Emergency-stop at rear of Mobile Jumbo

Warranty:

12 months or 1,000 hours from date of delivery. Extended Warranties Available



AVAILABILITY: 18-20 Weeks ARO-and Deposit- Plus Ocean Freight Time

Please check one: NEW

Purchase

Leasing

36 Months

48 Months

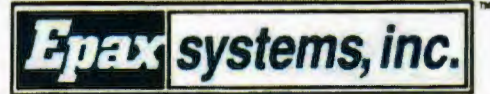
60 Months

ACCEPTED BY	NAME/TITLE	DATE
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With ROPAX, you're not just compacting waste; you're compacting your environmental footprint and expenses!

Join us on the journey to a cleaner, greener, and more profitable future!

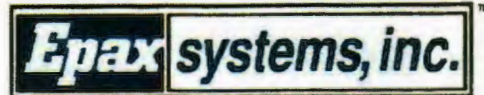
ROPAX - Compaction in Action!



14641 Arminta Street, Panorama City, CA 91402
818.994.2870 Fax 818.994.4032
www.epaxsystems.com

EPAX Systems: ROPAX Warranty Information (ALL MODELS)

1. **Standard Warranty Coverage:**
 - **Start Date:** The warranty begins on the date of delivery and Installation of the ROPAX Mobile machine.
 - **Duration:** The warranty is valid for up to 12 months from the start date or 1,000 working hours, whichever occurs first. After either of these thresholds are reached, the standard warranty will expire.
2. **Coverage Details:**
 - **Parts and Labor:** During the warranty period, Epax systems will cover the costs of parts and labor required to repair or replace defective components under normal use conditions.
 - **Exclusions:**
 - **Normal Wear Items:** Components subject to routine wear and tear (e.g., belts, filters, and other consumables) are not covered by the warranty.
 - **Normal Maintenance:** Regular maintenance tasks, such as lubrication, adjustments, and replacements of wear items, are the responsibility of the owner and are not covered under the warranty.
 - **Machine Abuse is not covered under the warranty.**
3. **Maintenance Requirements:**
 - **Regular Maintenance:** To maintain the validity of the warranty, the machine must be serviced according to the maintenance schedule provided in the user manual. Failure to perform required maintenance could void the warranty.
 - **Documentation:** It is advisable to keep records of all maintenance activities and service reports as proof of proper upkeep in case of a warranty claim.
 - **Authorized Service Representatives are recommended to perform service.**
4. **Extended Warranty Option:**
 - **Description:** The Epax Extended Warranty provides an option to extend the standard warranty period beyond the initial 12 months or 1,000 working hours.
 - **Duration:** The extended warranty can be purchased for an additional period of 1 to 5 years, depending on the specific plan selected at the time of purchase.
 - **Coverage:** The extended warranty terms are the same as the standard warranty, covering parts and labor but excluding normal wear items, abuse and maintenance.
5. **How to Purchase the Extended Warranty:**
 - **Timing:** The Epax Extended Warranty must be purchased at the time of the initial machine purchase.
 - **Options:** Various plans are available, and the duration of the extension can be chosen based on the customer's preference and needs.
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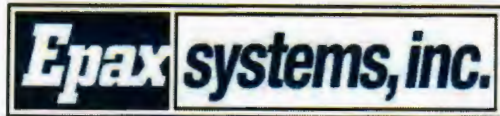
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- **Inspection:** An authorized Epax systems technician may need to inspect the machine to determine if the issue is covered under warranty.
- **Repair or Replacement:** If the claim is approved, Epax systems will arrange for necessary repairs or replacements according to the warranty terms.

For additional details or specific inquiries, please contact Epax systems customer service directly by calling: 818-994-2870 or email: service@epaxsystems.com

ROPAX - Compaction in Action!

Preventive Maintenance Programs



Keeping Your
Compaction in Action



Benefits of Preventive Maintenance by Trained Service Technicians

- Reduction in unplanned maintenance and associated costs over the life of the equipment.
- Improved budget planning accuracy with fixed interval costs.
- Consistent, reliable high-level operational performance of equipment.
- Priority scheduling for unplanned service issues and a reduced hourly service rate.
- Peace of mind that comes from knowing you're doing all you can to protect your investment in waste handling equipment.

What's Included in a Typical Epax PM Program?

- Complete visual inspection of equipment including all wear components, high stress areas wiring, connectors and hoses
- Hydraulic fluid level and filter check and replacement if needed.
- Testing of all control switches, e-stops, and safety switches.
- A photographic record of any issues/concerns for reference prior to subsequent visits.
- A written report with service recommendations, if necessary, including a vulnerability assessment (High, Medium or Low) for each item.
- A review of past inspection reports/photos prior to future PM service calls so technicians can be better prepared with necessary spare parts, etc.

What Type of Equipment is Eligible for Epax Preventive Maintenance?

Our technicians perform PM service on all types of waste handling equipment from a wide range of manufacturers. Whether purchased from us or not we can design a PM Program for you.

For more information call 818.994.2870
or email service@epaxsystems.com

