

**BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

Meeting Date: 1/19/12

Division: Public Works

Bulk Item: Yes No

Department: Solid Waste Management

Staff Contact: Rosa Washington/292-4432

AGENDA ITEM WORDING: Approval to award bid and enter into a contract with Intercon Solutions for transportation, de-manufacturing, recycling (processing) and or proper disposal of electronics (E-Waste), fluorescent bulbs, batteries and other residual materials.

ITEM BACKGROUND: On October 25, 2011, three (3) bids were received for this program: Intercon Solutions, Creative Recycling Services, Inc., and Waste Management Inc. Based on previous quarterly tonnage of E-waste collected and collection events, Intercon Solutions is the lowest bidder. Intercon Solutions completely recycles the electronics, offers materials tracking, issues Certificate of Recycling upon completion of the process, does not export materials, have one of the highest certification portfolios in the E-waste recycling industry.

PREVIOUS RELEVANT BOCC ACTION: New contract.

CONTRACT/AGREEMENT CHANGES: None

STAFF RECOMMENDATIONS: Approval

TOTAL COST: \$25,000 **BUDGETED:** Yes No

COST TO COUNTY: \$25,000 **SOURCE OF FUNDS:** Solid Waste Assessments

REVENUE PRODUCING: Yes No **AMOUNT PER YEAR:** 0

APPROVED BY: County Atty OMB/Purchasing  Risk Management N/A

DOCUMENTATION: Included Not Required

DISPOSITION: _____

AGENDA ITEM # _____

**BUDGET AND FINANCE DEPARTMENT
PURCHASING OFFICE
TABULATION SHEET**

OPEN DATE: OCTOBER 25, 2011 AT 3:00 PM,

**TITLE: RFP-HAULING AND PROCESSING OF ELECTRONIC WASTE, COMPONENTS AND PROCESS
RESIDUALS FROM MONROE COUNTY RECYCLING YARD & TRANSFER STATIONS**

RESPONDENT	BID BOND	BID AMOUNT
INTERCON SOLUTIONS	N/A	MULTIPLE PRICINGS ON VARIOUS COMPONENTS
CREATIVE RECYCLING SERVICES, INC.	N/A	"
WASTE MANAGEMENT INC. OF FLORIDA	N/A	"

Bid Committee Present: Carlos Victores - Purchasing Office
Members of the Public Present: None

I hereby certify that this is a true and correct copy of said bid opening and that all bidders listed above have been checked against the State of Florida Convicted & Suspended Vendor listings. All bids listed above were received by the date and time specified.

Bid Opened By: Carlos Victores - Purchasing Manager

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACT SUMMARY

Contract with: Intercon Solutions, Inc. Contract # _____
 Effective Date: 01/19/2011
 Expiration Date: 09/30/2014

Contract Purpose/Description: Contract with Intercon Solutions, Inc., for transportation, de-manufacturing and/or recycling of electronics (e-waste), fluorescent bulbs, batteries and other residual materials.

Contract Manager: Rosa Washington 4432 Public Works - #1
 (Name) (Ext.) (Department/Stop #)

for BOCC meeting on January 19, 2012 Agenda Deadline: January 3, 2011

CONTRACT COSTS

Total Dollar Value of Contract: \$ 25,000.00 Current Year Portion: N/A
 Budgeted? Yes No Account Codes: 40000-530340
 Grant: \$ -0-
 County Match: \$ -0-

ADDITIONAL COSTS

Estimated Ongoing Costs: \$ n/a /yr. For: _____
 (Not included in dollar value above) (e.g., maintenance, utilities, janitorial, salaries, etc.)

CONTRACT REVIEW

	Date In	Changes Needed	Reviewer	Date Out
Division Director	<u>1/3/12</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>B. Peto</u>	<u>1/3/12</u>
Risk Management	<u>1-3-12</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>[Signature]</u>	<u>1-3-12</u>
O.M.B./Purchasing	<u>1-3-12</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>Penny Lepp</u>	<u>1-3-12</u>
County Attorney	<u>12/23/11</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>Christine Hildert Barrows</u>	<u>12/23/11</u>

Comments: _____

**CONTRACT FOR PICK-UP, TRANSPORTATION,
DEMANUFACTURING AND RECYCLING OF
ELECTRONICS, FLUORESCENT BULBS, BATTERIES
AND OTHER RESIDUAL MATERIALS**

THIS CONTRACT, for the pickup, transportation, de-manufacturing and/or recycling of electronic waste, fluorescent bulbs, batteries and other residual materials (see Attachment A, Price List) from the Cudjoe and Long Key Transfer Stations is entered into on this 19th day of January 2012, by and between the Board of County Commissioners of Monroe County, Florida (hereafter "COUNTY" or "BOARD"), whose address is 1100 Simonton Street, Key West, FL 33040, and Intercon Solutions, Inc., (hereafter "CONTRACTOR") whose corporate address is 1001-59 Washington Avenue, Chicago Heights, Illinois 60411, and Florida address is 5905 Johns Road, Tampa, FL 33684.

WHEREAS, the Florida Department of Environmental Protection strongly recommends recycling and or proper disposal of all unwanted electronic products such as televisions, computers, cell phones and all residuals; and

WHEREAS, mercury containing lamps (MCLs) and devices (MCDs) have become the largest sources of mercury in Florida's municipal solid waste (MSW) stream. Mercury is used in everyday products like fluorescent lamps, thermometers, thermostats, blood pressure manometers and pleasure boat bilge pump float switches. The mercury from these discarded products can contaminate the air, surface water and ground water; and

WHEREAS, under Florida law, it is illegal to discard nickel-cadmium or small sealed lead acid rechargeable batteries (car, truck, boat) or products containing such rechargeable batteries in the trash; and

WHEREAS, CONTRACTOR proposes to pick up, transport, de-manufacture, recycle and/or properly dispose of the above mentioned materials, issuing certificates of recycling to the COUNTY upon completion of the material's recycling process.

NOW THEREFORE, IN CONSIDERATION OF the mutual promises contained herein, the parties agree as follows:

I. TERMS OF CONTRACT:

The term of the CONTRACT shall be from January 1, 2012 to September 30, 2014, a period of thirty-three (33) months. Unless either party has given the other written notice of non-renewal at least sixty (60) days prior to the end of the initial CONTRACT period, the CONTRACT term shall automatically be extended for one (1) additional two (2) year term. This CONTRACT may otherwise be terminated as detailed in Section XVII and Section XVIII.

II. FEES/AVAILABILITY OF FUNDS/COSTS:

Fees under this CONTRACT will be set forth on Attachment A (Price List), attached hereto and incorporated herein.

The funds to be paid are subject to annual appropriation by the Monroe County Board of County Commissioners. If funds cannot be obtained or cannot be continued at a level sufficient to allow for

continued reimbursement of expenditures for services specified herein, this agreement may be terminated immediately at the option of the COUNTY by written notice of termination delivered to the CONTRACTOR. The COUNTY shall not be obligated to pay for any services or goods provided by the CONTRACTOR after the CONTRACTOR has received written notice of termination, unless otherwise required by law.

This contract shall not exceed \$25,000 annually.

III. PAYMENT: Request for payment will be made by submitting an invoice to the COUNTY via the Solid Waste Management Office. The period covered by each request for payment shall be one calendar month ending on the last day of the month. Each request for payment shall be based upon the price list submitted by the CONTRACTOR/Attachment A. COUNTY shall pay pursuant to the Local Prompt Payment Act, F.S. 218.70. The CONTRACTOR's final invoice must be received within sixty days after the termination date of this CONTRACT shown in Article I.

IV. NO SOLICITATION/PAYMENT: The CONTRACTOR and COUNTY warrant that, in respect to itself, it has neither employed nor retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this CONTRACT and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for it, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of the provision, the CONTRACTOR agrees that the COUNTY shall have the right to terminate this CONTRACT without liability and, at its discretion, to offset from monies owed, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

V. MAINTENANCE of RECORDS: CONTRACTOR shall maintain all books, records, and documents directly pertinent to performance under this CONTRACT in accordance with generally accepted accounting principles consistently applied. Each party to this CONTRACT or their authorized representative, or its designee, shall have reasonable and timely access to such records of each of party to this agreement for public record purposes during the term of the agreement and for four (4) years following the termination of this CONTRACT. If an auditor employed by the COUNTY or Clerk determines that monies paid to contractor pursuant to this CONTRACT were spent for purposes not authorized by this CONTRACT, the CONTRACTOR shall repay the monies together with interest calculated pursuant to Sec. 550.03, F.S., running from the date the monies were paid to CONTRACTOR.

VI. SCOPE OF SERVICE

A. Overview

1. **STAFF:** Monroe County employees will collect and package the electronics for pick up by the CONTRACTOR.
2. CONTRACTOR or his agent will be responsible for loading of the materials and transporting the same to the CONTRACTOR's location.

3. **COMPLIANCE WITH LAW:** The CONTRACTOR will process the electronic waste and other materials in accordance with Local, State and Federal regulations.
4. CONTRACTOR will provide certificates of recycling to the COUNTY upon completion of the material's recycling process.

B. Reports: The CONTRACTOR shall conduct their services within the boundaries of Monroe County (including all municipalities within the COUNTY):

1. By no later than February 1, of each contractual year, the COUNTY must receive a report of the total amount of materials transported from the COUNTY and recycled by the CONTRACTOR.
2. Reports shall be delivered to:

Rosa S. Washington
Senior Administrator
Monroe County Solid Waste Management Public Works Division
Historic Gato Building
1100 Simonton St., Rm. 2-231
Key West, Fl. 33040

C. HURRICANE OR OTHER NATURAL DISASTERS: Within seven (7) days following the event of a hurricane or any natural disaster CONTRACTOR shall contact the COUNTY to schedule the removal, recycling and or disposal of any material listed on Schedule A, if needed, or to schedule future materials pick-ups.

VII. CONTRACTOR'S LICENSE:

The CONTRACTOR shall secure, maintain and pay all applicable fees for any permits and licenses necessary to implement this program.

VIII. INDEMNIFICATION AND HOLD HARMLESS:

The CONTRACTOR covenants and agrees to indemnify and hold harmless COUNTY/Monroe County and Monroe County Board of County Commissioners, its officers and employees from liabilities, damages, losses and costs, including but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of any and all claims for bodily injury, including death, personal injury, and property damage, including property owned by Monroe County, and any other losses, damages, and expenses, including attorney's fees, court costs and expenses, which arise out of, in connection with, or by reason of services provided by the CONTRACTOR, subcontractor(s) and other persons employed or utilized by the CONTRACTOR in the performance of the contract. Subcontractor(s) in any tier, occasioned by the negligence, errors, or other wrongful act or omission of the CONTRACTOR in any tier, their employees, or agents.

The first ten dollars (\$10.00) of remuneration paid to the CONTRACTOR is for the indemnification provided for above. The extent of liability is in no way limited to, reduced, or lessened by the insurance requirements contained elsewhere within this CONTRACT.

IX. SECTION HEADINGS

Section headings have been inserted in this CONTRACT as a matter of convenience of reference only, and that it is agreed that such section headings are not a part of this CONTRACT and will not be used in the interpretation of any provisions of this CONTRACT.

X. SUCCESSORS AND ASSIGNS

The CONTRACTOR shall not assign or subcontract its obligations under this CONTRACT except in writing and with the prior written approval of the Board of County Commissioners for Monroe County and the CONTRACTOR, which approval shall be subject to such conditions and provisions as the Board may deem necessary. This paragraph shall be incorporated by reference into any assignment or subcontract and any assignee or subcontractor shall comply with all of the provisions of this CONTRACT. Subject to the provisions of the immediately preceding sentence, each party hereto binds itself, its successors, assignees and legal representatives to the other and to the successors, assigns and legal representatives of such other party. The CONTRACTOR shall not assign its right hereunder, excepting its right to payment, nor shall it delegate any of its duties hereunder without the written consent of the COUNTY.

XI. NO THIRD PARTY BENEFICIARIES

Nothing contained herein shall create any relationship, contractual or otherwise, with or any rights in favor of, any third party.

XII. GOVERNING LAW, VENUE, INTERPRETATION, COST AND FEES

This CONTRACT shall be governed by and construed in accordance with the laws of the State of Florida applicable to contracts made and to be performed entirely in the State. In the event that any cause of action or administrative proceeding is instituted for the enforcement or interpretation of this CONTRACT, COUNTY and CONTRACTOR agree that venue will lie in the 16th Judicial Circuit, Monroe County, Florida. This CONTRACT shall not be subject to arbitration. The COUNTY and CONTRACTOR agree that, in the event of conflicting interpretations of the terms or a term of this CONTRACT by or between any of them the issue shall be submitted to mediation prior to the institution of any other administrative or legal proceeding.

XIII. NON-DISCRIMINATION:

COUNTY and CONTRACTOR agree that there will be no discrimination against any person, and it is expressly understood that upon a determination by a court of competent jurisdiction that discrimination has occurred, this Agreement automatically terminates without any further action on the part of any party, effective the date of the court order. COUNTY and CONTRACTOR agree to comply with all Federal and Florida statutes, and all local ordinances, as applicable, relating to nondiscrimination. These include but are not limited to: 1) Title VI of the Civil Rights Act of 1964 (PL 88-352) which prohibits discrimination on the basis of race, color or national origin; 2) Title IX of the Education Amendment of 1972, as amended (20 USC ss. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; 3) Section 504 of the Rehabilitation Act of 1973, as amended (20 USC s. 794), which prohibits discrimination on the basis of handicaps; 4) The Age Discrimination Act of 1975, as amended (42 USC ss. 6101- 6107) which prohibits discrimination on the basis of age; 5) The Drug Abuse Office and Treatment Act of 1972 (PL 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; 6) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;

7) The Public Health Service Act of 1912, ss. 523 and 527 (42 USC ss. 690dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patent records; 8) Title VIII of the Civil Rights Act of 1968 (42 USC s. et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; 9) The Americans with Disabilities Act of 1990 (42 USC s. 1201 Note), as maybe amended from time to time, relating to nondiscrimination on the basis of disability; 10) Monroe County Code Ch. 13, Art. VI, prohibiting discrimination on the bases of race, color, sex, religion, disability, national origin, ancestry, sexual orientation, gender identity or expression, familial status or age; and 11) any other nondiscrimination provisions in any Federal or state statutes which may apply to the parties to, or the subject matter of, this CONTRACT.

XIV. PUBLIC ACCESS

The CONTRACTOR and COUNTY shall allow and permit reasonable access to, and inspection of, all documents, papers, letters or other materials in its possession or under its control subject to the provisions of Chapter 119, Florida Statutes, and made or received by the CONTRACTOR and COUNTY in conjunction with this Contract; and the COUNTY shall have the right to unilaterally cancel this Contract upon violation of this provision by CONTRACTOR.

XV. PUBLIC RECORDS:

The CONTRACTOR shall comply with the Public Records laws of the State of Florida, subject to any provisions providing exemption from disclosure.

XVI. BREACH OF TERMS BY CONTRACTOR:

The passing, approval, and/or acceptance by the COUNTY of any defect in the services furnished by the CONTRACTOR, shall not operate as a waiver by the COUNTY of strict compliance with the terms of this CONTRACT, and specifications covering the services. COUNTY may immediately terminate the CONTRACT due to any violations by CONTRACTOR of criminal statutes. Any other CONTRACTOR breach of this CONTRACT shall be governed by the article below on termination for cause.

XVII. TERMINATION WITHOUT CAUSE:

The COUNTY may terminate this agreement without cause by providing the CONTRACTOR with written notice of termination at least sixty (60) days prior to the date of termination. The COUNTY shall pay for any such work in progress that is completed by the CONTRACTOR and accepted by the COUNTY prior to the date of termination stated in the notice.

XVIII. TERMINATION WITH CAUSE:

The COUNTY and the CONTRACTOR may terminate this agreement for cause if there is a default in the performance of any of its obligations under this agreement. Default shall include the occurrence of any one of the following events and same is not corrected to the satisfaction of the COUNTY or CONTRACTOR within fifteen (15) days after written notice of said default for either of the following:

- A. Failure to perform inspections.
- B. Breach of any other term, condition or requirement of this agreement.

Key West, FL 33040

1100 Simonton St., Rm. 2-231
Key West, FL 33040

P.O. Box 1026
Key West, FL 33041

FOR CONTRACTOR:

Ossie Ally
Business Development
Intercon Solutions, Inc.
1001 Washington Avenue
Chicago Heights, IL 60411

and

Nick Erickson
Director of Operations Southern Region
Intercon Solutions, Inc.
1001 Washington Avenue
Chicago Heights, IL 60411

XXV. TAXES:

The COUNTY is exempt from payment of Florida State Sales and Use taxes.

XXVI. SEVERABILITY

If any term, covenant, condition or provision of this CONTRACT (or the application thereof to any circumstance or person) shall be declared invalid or unenforceable to any extent by a court of competent jurisdiction, the remaining terms, covenants, conditions and provisions of this Contract, shall not be affected thereby; and each remaining term, covenant, condition and provision of this Contract shall be valid and shall be enforceable to the fullest extent permitted by law unless the enforcement of the remaining terms, covenants, conditions and provisions of this Contract would prevent the accomplishment of the original intent of this Agreement. The COUNTY and CONTRACTOR agree to reform the CONTRACT to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

XXVII. ATTORNEY'S FEES AND COSTS

The COUNTY and CONTRACTOR agree that in the event any cause of action or administrative proceeding is initiated or defended by any party relative to the enforcement or interpretation of this CONTRACT, the prevailing party shall be entitled to reasonable attorney's fees and court costs expenses, as an award against the non-prevailing party, and shall include attorney's fees and courts costs expenses in appellate proceedings, as an award against the non-prevailing party. Mediation proceedings initiated and conducted pursuant to this CONTRACT shall be in accordance with the Florida Rules of Civil Procedure and usual and customary procedures required by the circuit court of Monroe County.

XVIII. BINDING EFFECT

The terms, covenants, conditions, and provisions of this CONTRACT shall bind and inure to the benefit of the COUNTY and CONTRACTOR and their respective legal representatives, successors, and assigns.

XXIX. AUTHORITY

Each party represents and warrants to the other that the execution, delivery and performance of this CONTRACT have been duly authorized by all necessary COUNTY and corporate action, as required by law.

XXX. ADJUDICATION OF DISPUTES OR DISAGREEMENTS

COUNTY and CONTRACTOR agree that all disputes and disagreements shall be attempted to be

resolved by meet and confer sessions between representatives of each of the parties. If no resolution can be agreed upon within 30 days after the first meet and confer session, the issue or issues shall be discussed at a public meeting of the Board of County Commissioners. If the issue or issues are still not resolved to the satisfaction of the parties, then any party shall have the right to seek such relief or remedy as may be provided by this CONTRACT or by Florida law. This provision does not negate or waive the provisions concerning termination or cancellation.

XXXI. COVENANT OF NO INTEREST

CONTRACTOR and COUNTY covenant that neither presently has any interest, and shall not acquire any interest, which would conflict in any manner or degree with its performance under this Agreement, and that only interest of each is to perform and receive benefits as recited in this Agreement.

XXXII. CODE OF ETHICS

COUNTY agrees that officers and employees of the COUNTY recognize and will be required to comply with the standards of conduct for public officers and employees as delineated in Section 112.313, Florida Statutes, regarding, but not limited to, solicitation or acceptance of gifts, doing business with one's agency; unauthorized compensation; misuse of public position, conflicting employment or contractual relationship; and disclosure or use of certain information.

XXXIII. PUBLIC ENTITIES CRIMES

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on contracts 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 public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, 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 Section 287.017 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

By signing this CONTRACT, CONTRACTOR represents that the execution of this CONTRACT will not violate the Public Entity Crimes Act (Section 287.133, Florida Statutes), violation of this section shall result in termination of this CONTRACT and recovery of all moneys paid hereto, and may result in debarment from COUNTY'S competitive procurement activities.

In addition to the foregoing, CONTRACTOR further represents that there has been no determination, based on an audit that it or any subconsultant has committed an act defined by Section 287.133, as "public entity crime", and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether CONTRACTOR has been placed on the convicted vendor list.

XXXIV. AUTHORIZED SIGNATORY:

The signatories below represent that they have full authority to execute this agreement on behalf of their respective agencies.

XXXV. ENTIRE AGREEMENT:

This CONTRACT constitutes the entire agreement between the COUNTY and the CONTRACTOR for the services contemplated herein. Any amendments or revisions to this CONTRACT must be in writing and be executed in the same manner as this CONTRACT.

IN WITNESS WHEREOF the parties hereto have executed this CONTRACT on the day and date first written above.

(SEAL)

Attest: DANNY L. KOLHAGE, CLERK

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: _____
Deputy Clerk

By: _____
Mayor/Chairman

(SEAL)

Attest:
By: _____
WITNESS

CONTRACTOR

By: Mike Erickson
Title: Director of Operations - Southern Region

Title: _____

By: _____
WITNESS

Title: _____

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:

Christine M. Libert-Barnows
CHRISTINE M. LIBERT-BARNOWS
ASSISTANT COUNTY ATTORNEY

Date 12/23/11



Attachment A

Monroe County

**Hauling & Processing of Electronic Waste,
Components & Process Residuals**

Price List:

Description	Unit Price
Printers	No Charge
Copiers	No Charge
Peripherals	No Charge
Printed Circuit Boards	No Charge
CPUs	No Charge
Phones/Cells	No Charge
DVD/VCR/Gaming Systems	No Charge
UPS	No Charge
Modems/Servers	No Charge
Fax Machines/Scanners	No Charge
Stereos/Radios/Clocks	No Charge
Irons	No Charge
Hair dryers	No Charge
Cameras	No Charge
TVs	\$0.15 per pound
Monitors and Terminals	\$0.15 per pound
Microwaves	\$0.15 per pound
Fluorescent Lamps	\$0.25 per bulb
Crushed Fluorescents	\$290.00 per 55 Gallon Steel Drum
Light Bulbs	\$0.25 per bulb
Household Batteries	\$0.25 per pound
Industrial Batteries	\$0.25 per pound
Laptop Batteries	\$0.25 per pound
Car/Boat Batteries	\$0.25 per pound
Rechargeable Batteries	\$0.25 per pound
Lead Acid Batteries	\$0.25 per pound

Other Fees:

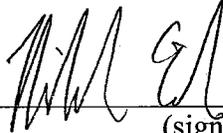
Description	Price
Transportation - (Doesn't apply to Collection Events)	\$600 per pick up
Gaylord Boxes and Pallets	Shipping Charge Only (Tampa to Monroe County)
Labor - Collection Events Only	\$100 per laborer/day
Drop Trailer - Collection Events Only (Includes drop and transportation)	\$1500 per trailer

Corporate Headquarters: 1001-59 Washington, Chicago Heights, Illinois, 60411.
 Phone: 708-756-9838 Toll Free: 888-452-5642 Fax: 708-756-4094 Web: www.interconrecycling.com
 Illinois – California – Florida – Missouri – Texas – Toronto – Vancouver – London

SWORN STATEMENT UNDER ORDINANCE NO. 10-1990
MONROE COUNTY, FLORIDA

ETHICS CLAUSE

Intercon Solutions warrants that he/it has not employed, retained or otherwise had act on his/its behalf any former County officer or employee in violation of Section 2 of Ordinance No. 10-1990 or any County officer or employee in violation of Section 3 of Ordinance No. 10-1990. For breach or violation of this provision the County may, in its discretion, terminate this contract without liability and may also, in its discretion, deduct from the contract or purchase price, or otherwise recover, the full amount of any fee, commission, percentage, gift, or consideration paid to the former County officer or employee.



(signature)

Date: 10/22/11

STATE OF Florida

COUNTY OF HILLSBOROUGH

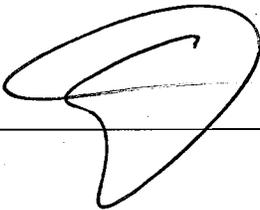
PERSONALLY APPEARED BEFORE ME, the undersigned authority,

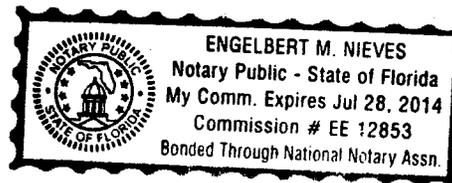
NICHOLAS P. ERICSON who, after first being sworn by me, affixed his/her signature (name of individual signing) in the space provided above on this 22nd day of October, 2011.

NOTARY PUBLIC

My commission expires: 7/28/14

OMB - MCP FORM #4





DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that:

Intercon Solutions
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 (Florida Statutes) or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, or any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

STATE OF Florida

William G. [Signature]

(Signature of Respondent)

COUNTY OF Hillsborough

10/22/11

Date

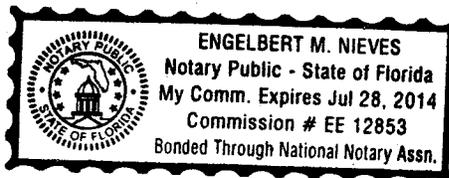
PERSONALLY APPEARED BEFORE ME, the undersigned authority,

NICHOLAS P. EMCKSON who, after first being sworn by me, (name of individual signing) affixed his/her signature in the space provided above on this

22nd day of October, 2011

[Signature]
NOTARY PUBLIC

My commission expires: 7/28/14



PUBLIC ENTITY CRIME STATEMENT

"A person or affiliate who has been placed on the convicted vendor list following a conviction for 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 public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, 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 Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."

By executing below, proposer states that he/she/it is in compliance.

[Handwritten Signature]
Signature

STATE OF Florida

[Handwritten Signature]
(Signature of Respondent)

COUNTY OF Hillsborough

10/22/11
DATE

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

Nicholas P Erickson who, after first being sworn by me, (name of individual signing) affixed his/her signature in the space provided above on this

22nd day of October, 2011

[Handwritten Signature]
NOTARY PUBLIC

My commission expires: 7/28/14

