

CONTRACT FOR COMMERCIAL SOLID WASTE COLLECTION AND DISPOSAL SERVICES FOR NASSAU COUNTY PARKS AND FACILITIES

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 **Meridian Waste Florida, LLC**, located at 5925 Carnegie Boulevard, Suite 370, Charlotte, North Carolina 28209, hereinafter referred to as the “Vendor”.

WHEREAS, the County received bids for Commercial Solid Waste Collection and Disposal Services for Nassau County Parks and Facilities, on or about March 7, 2024. Said services are more fully described in the County’s Invitation to Bid (“ITB”), attached hereto and incorporated herein as Exhibit “A”; 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 NC24-005-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; and

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” COUNTY’S INVITATION TO BID NC24-005-ITB, (“ITB”), AS MAY BE MODIFIED BY ADDENDA; AND

Exhibit “B” VENDOR’S RESPONSE AND PRICE SHEET

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 Eighty-Eight Thousand, Six Hundred Seventy-One Dollars and 00/100 (\$88,671.00) for the goods and/or services referenced in Exhibits “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 the Public Works Director or designee at pwinvoices@nassaucountyfl.com 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 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 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 begin upon the date of execution by both parties to this Contract and shall terminate two (2) years from date of execution. The term of this Contract may be extended in one (1) year increments for an additional three (3) years with no changes in terms or conditions, upon mutual written agreement between the Consultant 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 "B"; 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

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

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 "A". 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 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

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.

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,

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 45195 Musslewhite Road Callahan, Florida 32011
Vendor:	Meridian Waste Florida, LLC Attn: Chief Operating Officer 5925 Carnegie Blvd, Suite 370 Charlotte, North Carolina 28209

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.

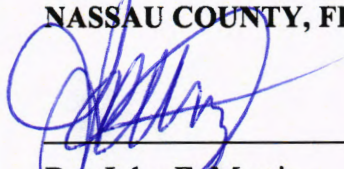
SECTION 39. Change of Laws.

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.

Contract No.: CM3660

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

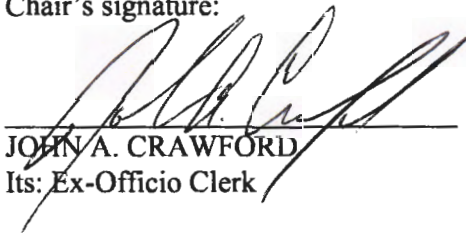
**BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA**



By: John F. Martin
Its: Chairman

Date: 6-3-24

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
DENISE C. MAY

MERIDIAN WASTE FLORIDA, LLC

Dave Lavender

By: Dave Lavender
Its: Chief Operating Officer

Date: 5/1/2024

**COUNTY'S INVITATION TO BID NC24-005-ITB,
AS MODIFIED BY ADDENDA**

NC24-005-ITB



INVITATION TO BID

NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS

Solicitation Title: Commercial Solid Waste Collection and Disposal Services	Issue Date: January 26, 2024
Solicitation Number: NC24-005-ITB	Project/Contract Duration: Two (2) years after Contract Execution with option to renew for three (3) additional years
Requesting Department: Facilities Department	Procurement Contact: Brittany Contardi
Contact Address: 96135 Nassau Place, Suite 2 Yulee, Florida 32097	Contact Information: procurement@nassaucountyfl.com
Pre-Bid Date/Time: February 8, 2024 @ 11:00 AM ET James S. Page Complex BOCC Chambers 96135 Nassau Place Yulee, FL 32097	Deadline for Questions: February 23, 2024 @ 4:00 PM ET
Bid Due Date and Opening Date/Time: March 7, 2024 @ 10:00 AM ET	
Location of Bid Opening: 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.

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

General Instructions/Declarations

- Bid results will be available pursuant to Section 119.071(1)(b), Florida Statutes.
- Bids must be submitted on the forms furnished by the County within this solicitation, unless otherwise specified below.
- This page must be completed and returned as the top sheet of any Bid submitted.
- 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)

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SECTION A. INTRODUCTION AND GENERAL INFORMATION

A1. Summary:

The Nassau County Board of County Commissioners (BOCC) is seeking bids from qualified vendors for commercial solid waste collection and disposal services for individual containers and totes located throughout County parks and facilities listed on the Price Sheet, attached hereto as Appendix "B".

Bidders should have the financial capability to provide the equipment and resources needed to satisfactorily conduct the services required in this bid.

A2. Term of Contract:

The initial term of the Contract resulting from this solicitation shall prevail for a period of two (2) years from the date of execution by both the County and the awarded vendor.

Option to Renew for three (3) additional years on a year-by-year basis:

Prior to, or upon completion, of that initial term, the County shall have the option to renew this contract for an additional three (3) year period, on a year-to-year basis. The vendor shall maintain, for the entirety of the stated additional period (s), the same prices, terms, and conditions included within the originally awarded contract. Continuation of the contract beyond the initial period, and any option subsequently exercised, is in the sole discretion of the County.

For any adjustment to commence on the first day of any exercised option period, the vendor's request for adjustment should be submitted ninety (90) calendar days prior to the expiration of the then current contract term. The vendors(s) adjustment request should not be in excess of the Consumer Price Index for all Urban Consumers (CPIU): U.S. County Average for All Items 1982-84=100, which is issued by the U.S. Department of Labor, Bureau of Labor Statistics. If no adjustment request is received from the vendor(s), the County will assume that the vendor(s) 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 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 shall carefully examine these solicitation forms, specifications, attached drawings (if applicable), 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 an authorized 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 he/she 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](https://pbsystem.planetbids.com/portal/49083/bo/bo-search)), which is accessible via the County’s website or using the following link: <https://pbsystem.planetbids.com/portal/49083/bo/bo-search>.

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 on the date and time specified on the cover page of this solicitation at the Office of the Clerk located at the Robert M. Foster Justice Center, 76347 Veterans Way, Yulee, Florida 32097. 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 Section 119.071, Florida Statutes, (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 County provides a notice of intended decision or thirty (30) days after the bid opening, whichever is earlier.

Pursuant to recent changes in Section 286.0113, Florida Statutes, (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 County provides notice of an intended decision or until thirty (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 Section 119.071, Florida Statutes, until such time as the board provides notice of an intended decision or thirty (30) days after opening the bids, proposals, or final replies.

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

- B9.** Bids may not be withdrawn for a period of one hundred and twenty days (120) 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 ([PlanetBids](#)).
- 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. Only an authorized person that can legally bind the company to this engagement shall sign.
- 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 Section 448.095, Florida Statutes, 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). Bidders will be required to provide proof of registration from E-Verify along with a completed affidavit certifying their compliance with Section 448.095, Florida Statutes.

By submitting a Bid to this solicitation, the 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, but the Prime Contractor otherwise complied with §448.095, Florida Statutes, the County shall promptly notify the Prime Contractor and order the Prime Contractor to immediately terminate their contract with the subcontractor.
- (c) A contract terminated under the above subparagraphs (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 on which the contract was terminated.
- (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.

Prohibited Communications: Respondents to this solicitation or persons acting on their behalf, including but not limited to employees, partners, officers, directors, consultants, or lobbyists, shall not contact, between the release of the solicitation and the end of the seventy-two (72) hour period following the County posting the notice of intended award, excluding Saturdays, Sundays, and County holidays, any employee or official of the County concerning any aspect of this solicitation, except in writing to the Procurement Department. Violation of this provision shall be grounds for rejecting a response.

Verbal Discussions: No negotiations, decisions, or actions shall be initiated or executed by the Bidder as a result of any discussions with any County employee. Only those communications that are in writing, from an authorized County representative, shall be considered as duly authorized expressions on behalf of the County.

ANY QUESTIONS FROM BIDDERS MUST BE RECEIVED VIA THE COUNTY'S ELECTRONIC BIDDING PLATFORM ([PlanetBids](#)). 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 the Procurement department 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 specify 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 ([PlanetBids](#)), 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.

B17. NON-MANDATORY PRE-BID MEETING

A non-mandatory pre-bid meeting will be held to discuss the special conditions and specifications included within this solicitation. Vendors are requested to bring this solicitation document to the conference, as copies will not be available.

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 (Section 218.70, Florida Statutes). Payment shall not be made until goods/services have been received/rendered, 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/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. Acceptance and authorization of payment shall be given only after a thorough inspection indicates that the goods/services meet the 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 Vendor 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 County to provide or perform the goods 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 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.
- (e) 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 County or allow the records to be inspected or copied within a reasonable time.

- (f) 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.
- (g) 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.
- (h) 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:
 - (i) The Court determines that the Vendor unlawfully refused to comply with the public records request within a reasonable time; and
 - (j) 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.
- (k) A notice complies with these requirements 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.
- (l) 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.
- (m) 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."
- (n) 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.

- (o) 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.

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 Section 287.017, Florida Statutes, 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 Section 287.133(3)(a), Florida Statutes, 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.

C13. PROHIBITION AGAINST CONSIDERING SOCIAL, POLITICAL, OR IDEOLOGICAL INTERESTS IN GOVERNMENT CONTRACTING

Vendor is hereby notified that pursuant to Section 287.05701, Florida Statutes, the County may not request documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor and may not give preference to a vendor based on the vendor's social, political, or ideological interests.

C14. The contract that the County intends to use for award is attached as Appendix "D". The

awarded Vendor will be required to enter into an agreement which will include the requirements of this ITB as well as the terms and conditions of the draft contract, Appendix "D". The County reserves the right to reject any bid(s) containing exceptions or modifications to the standard terms and conditions. The County may revise the stated standard terms and conditions prior to execution.

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 qualified to perform the services outlined in the Scope of Services and Specifications and meet all applicable code requirements. At a minimum, the Bidder shall demonstrate it has the following qualifications:
- D2.1 Bidder shall have at least five (5) years of experience providing commercial solid waste collection and disposal services.
- D2.2 Bidder shall have successfully provided exclusive commercial solid waste collection and disposal services to at least two (2) local governments within the past five (5) years, one of which is located in Florida.
- D2.3 Bidder shall provide documentation showing that it has an experienced senior management team. Each member of the senior management team shall have at least five (5) years of experience in commercial solid waste collection and disposal services. The senior management team is defined as the Chief Executive Officer, Chief Operating Officer, and General Manager, or similarly titled positions.
- D3. Appendices/Attachments/Forms:** All appendices, attachments, and forms are made an essential part of this solicitation.
- D4. Performance/Payment Bond (If Applicable):** If awarded a contract for these services and the initial term totals One Hundred Thousand Dollars and 00/100 (\$100,000.00) or more, the Awarded Bidder(s), within ten (10) calendar days of the 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 Section 255.05(1)(b), Florida Statutes, 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 Awarded Bidder(s) 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 Awarded Bidder(s) until the Awarded Bidder(s) 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 shall be made to the lowest, responsive, and responsible bidder, and meets all requirements of the bid specifications.

The County reserves the right to issue multiple awards.

- 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.

SECTION F. SCOPE OF SERVICES AND SPECIFICATIONS

SCOPE OF SERVICES AND SPECIFICATIONS: Vendor shall provide all Goods and Services described in Appendix “A” Scope of Services and Specifications.

(The remainder of this page is intentionally left blank.)

APPENDIX "A"
SCOPE OF SERVICES AND SPECIFICATIONS

The Vendor shall provide commercial solid waste collection and disposal services, more specifically, including but not limited to:

- A. Vendor shall furnish all labor, supervision, materials, supplies, equipment, and all other items required to collect and dispose of all solid waste and other waste materials generated or accumulated.
- A1. Vendor shall conduct its operation to minimize, as practicable, any obstruction and inconvenience to public traffic or disruption of the peace and quiet of the area within which collection occurs.
- A2. Vendor shall be responsible for transporting all solid waste collected under the resulting contract to an appropriate landfill/disposal site.
- A3. **Container Specifications:**
- A3.1 Vendor shall furnish to the County, without charge, steel containers ranging in size from two (2) cubic yards to eight (8) cubic yards capacities and ninety-six (96) gallon totes. Containers shall be sited by the Vendor in the size and to the location specified on the Price Sheet, attached hereto as Appendix "B".
- A3.2 Containers shall be constructed of waterproof material(s) with closing hinge and cover.
- A3.3 Vendor shall be responsible for maintaining the Containers furnished to the County. Vendor shall maintain Containers in a reasonable, safe working condition and cleanliness. The County reserves the right to approve all Containers as to type, size, markings, and condition.
- A3.4 Vendor shall replace Containers damaged, unserviceable, or correct condition deficiencies at no cost to the County, whether through normal wear and tear of use or by the negligent acts or willful misconduct of its employees.
- A3.4.1 Any Container damaged, unserviceable, or not meeting acceptable conditions shall be reported to Vendor for replacement.
- A3.4.2 Vendor shall replace damaged or unserviceable Containers or correct condition deficiencies within

seven (7) calendar days of written notice from the County.

A3.4.3 Vendor shall carry out most cost-effective corrective methods to return Containers to a serviceable condition.

A3.4.4 Containers shall be free from holes and leaks. Drain plugs shall be replaced when missing. If the Facilities Department representative reports a missing plug, the Vendor shall have three (3) business days from the date of the report to replace it.

A3.4.5 Lids: Vendor shall ensure Container lids are in a good, working condition at all times. Following each collection, shall close Container lids. If the County reports a broken lid, the Vendor shall have seven (7) business days to repair or replace lid upon receipt of written notice from the County.

A3.5 Vendor's name, telephone number, and size of the Container in cubic yards (CY) shall be clearly displayed on all Containers.

A3.6 County reserves the right to increase or decrease the number of Containers as necessary.

A3.7 Vendor shall be responsible for cleaning up unsanitary conditions around Containers caused by the carelessness of the Vendor or its employees.

A3.8 Upon effective date of resulting contract, Vendor shall provide the County with new Containers in the size and to the location as specified on the Price Sheet, attached hereto as Appendix "B".

A3.9 Containers to be furnished shall be currently in production and shall be of the manufacturer's standard or better quality.

A3.10 Containers shall be of uniform colors throughout the service areas.

A3.11 Containers shall have a load rating of a minimum 3.5 lbs. per gallon and conform to ANSI Standard Z245.30 and ANSI Standard Z245.60 for "Type B/G" Containers.

A3.12 Vendor shall align and position Containers on concrete pads, if available, at each site during the first week of the commencement of

this contract. If no pad is available, the Container shall be placed as instructed by the Facilities Department representative.

A3.13 When required, the Vendor shall relocate Containers from one location to another to accommodate County needs. These changes will be made at no charge to the County and within seven (7) business days upon receipt of written notice from the County. Emergency relocations shall be accomplished within twenty-four (24) hours upon receipt of written notice from the County.

A4. Collection Schedule:

A4.1 Vendor shall be required to establish and maintain a collection schedule based on the frequency as requested by the County in the Price Sheet, attached hereto as Appendix "B". Vendor shall provide collection services at a frequency to maintain premises free of accumulation of waste. At the start of the contract, the Vendor and Facilities Department representative shall review proposed schedule based on frequency indicated in Appendix "B".

A4.1.1 Vendor shall maintain the established collection schedule and may be amended by the County from time to time.

A4.1.2 Changes to Collection Schedule: Vendor may present a written request to change the collection schedule to the Facilities Department representative. The Facilities Department must provide written approval at least twenty-four (24) hours before any change may take effect.

A4.2 The collection schedule shall follow the Business Hours and Holidays addressed in Section B.

A4.3 The routing of collections shall be consistent as possible on each scheduled day and time for continuity so that an overflow will not be created.

A4.4 Bidder shall provide a Collection Schedule that corresponds to the Price Sheet. It should be noted the estimated number of pickups per route.

A4.5 Bidder shall provide a list of vehicles and equipment needed to provide commercial collection services and include the service vehicles to be used for the services described herein.

A5. Non-Scheduled Pickups:

- A5.1 Non-scheduled pickups shall be defined as requests for solid waste collection and disposal services outside of the Collection Schedule outlined above.
- A5.2 The County reserves the right to request non-scheduled pickup services as needed.
- A5.3 The County shall notify the Vendor of its request for non-scheduled pickup services. At the time of the request, the Vendor shall provide a written quote for the Facilities Department representative's approval and delivery details for that request.
- A5.4 The rate for these non-scheduled pickups will follow the Price Sheet, attached hereto as Appendix "B".
- A6. **Excess Solid Waste:** Any excess solid waste placed by the side of the Containers shall be collected and dumped by the Vendor at the time of the scheduled collection service. Any excess solid waste due to missed pickups shall be considered part of the same collection and the Vendor may be considered to be non-compliant with the resulting contract if not picked up within twenty-four (24) hours of the scheduled collection.
- A7. **Pricing:** Pricing listed on the Price Sheet, attached hereto as Appendix "B" shall be locked in for the initial term of the resulting contract.
- A7.1 Pricing shall be all inclusive and shall include all labor, supervision, materials, supplies, equipment, and all other items required to collect and dispose of all solid waste and other waste materials generated or accumulated.
- A7.2 Pricing shall be deemed to provide full compensation to the Vendor for labor, equipment used, travel time, and any other element of cost or price.
- A7.3 Monthly estimated number of occurrences listed on the Price Sheet, attached hereto as Appendix "B", is not a guaranteed number of services to be performed. The number can be more or less based on County needs.
- A8. County reserves the right to increase and/or decrease the number of Containers and/or the scheduled collection services at every location, providing forty-eight (48) hours written notice to the Vendor. Requested changes shall take place within seven (7) business days from the date of request.
- A9. The addition or deletion of new locations may result in necessary changes to scheduled collections. Collection services due to such changes shall be accepted at the same terms, conditions, specifications, and prices as awarded under the resulting contract.

- A10. County shall not be required to purchase any minimum or maximum quantities during the term of resulting contract.
- A11. County shall be billed only for services requested by the County; excess services will be refused.
- A12. **Reporting:** Vendor shall monitor the condition of all Containers on an ongoing basis. A report detailing the condition of each Container may be provided to the County upon request, once all services for the month have been completed. The report shall contain the following: current state of the Containers, size and location of the Containers, type and date of repairs/maintenance on the Containers, and any problems observed.
- A13. In the event a Container is blocked, the Vendor must contact the Facilities Department representative to assist in resolving the situation prior to the Vendor leaving the site. In the event the Container cannot be picked up due to no fault of the Vendor (such as a blocked Container) the pickup shall be recovered within twenty-four (24) hours of resolving the event. If the Vendor cannot reach the Facilities Department representative, a voicemail message must be left, and an email must be sent as proof of attempt.
- A14. **Missed Collections:**
- A14.1 In the event a scheduled collection is missed, the Vendor shall provide an alternative collection within twenty-four (24) hours of notification by Facilities Department representative.
- A14.2 The County understands that issues arise, such as broken trucks and/or equipment, or employee callouts. If the Vendor feels it may not meet a scheduled collection, the Vendor shall be required to notify the Facilities Department representative at least twenty-four (24) hours after the issue arises so an alternative collection can be scheduled.
- A14.3 The County reserves the right to conduct audits of the services rendered by the Vendor. Audits will be conducted using reliable methods and results will be shared with the Vendor for quality assurance purposes. Missed collections discovered during the audits will be deducted from the invoice accordingly unless the missed collections were previously discussed with the Facilities Department representative and documented. Vendor may dispute audits by providing reliable records such as GPS locations, photos, electronic logs, etc., of collections and the information will be reviewed by the Facilities Department representative, but the County's ultimate decision shall be final. The driver's verbal statement will not be considered as proof of collection.

A15. **Non-Exclusive Collection Services:**

A15.1 Vendor is not granted the exclusive right to collect construction and demolition (C&D) debris, yard waste, or contractor-generated waste for County parks and facilities.

A15.2 Vendor is not granted the exclusive right to collect commercial recyclable materials. Sections 403.7046 and 403.713, Florida Statutes, prohibit local governments from restricting the flow of recovered materials for recycling. The collection, transport, and disposal of certain recovered materials for recycling from commercial establishments and businesses shall be an “open market” and non-exclusive to the Vendor.

A15.3 Vendor shall not be required to transport biomedical waste, infectious waste, hazardous waste, special waste, or biological waste under the Draft Agreement, attached hereto as Appendix “D”.

A16. **Excessive Collection/Natural Disasters:** In the event that excessive amounts of C&D debris or solid waste has accumulated by reason of any storm, freeze, natural disaster, tropical storm, tornado, or hurricane, severe disturbance, riot, or other calamity, the Vendor shall perform the following:

A16.1 Within seventy-two (72) hours of receipt of notification from the County of approaching hurricane, tornado, major storm, natural disaster or other such event, the Vendor shall make reasonable efforts to empty all containers.

A16.2 In the event of a hurricane, tornado, major storm, natural disaster, or other such event, the County may grant the Vendor a variance from the Collection Schedule. However, the Vendor shall make its best effort to resume regular collection service as soon as possible. Within seventy-two (72) hours after such hurricane, tornado, major storm, natural disaster or other such event, the Vendor shall advise the County of the anticipated date for which the Vendor will be able to resume the normal Collection Schedule.

A16.3 Vendor shall give the County first priority and dedicate those vehicles used during the collection service for the County to collect in the County during severe weather or disaster event.

A16.4 Nothing herein shall require the County to utilize the services of the Vendor to collect disaster debris, or to prevent the County from contracting with other parties to perform all or a portion of such work.

B. **Business Hours and Holidays:**

- B1. These services shall be conducted Monday through Saturday between the hours of 4:00am and 8:00pm ET, unless prior arrangements are agreed upon in writing by both parties.
- B2. These services shall follow the County's Holiday Schedule, with the exception of Memorial Day, July Fourth, Labor Day, Thanksgiving Day, Christmas Day, and New Year's Day. To view the County's current Holiday Schedule, including the days of observance, please visit the County's website (<https://www.nassaucountyfl.com/31/For-Residents>).
- B2.1 If Memorial Day, July Fourth, Labor Day, Thanksgiving Day, Christmas Day, and New Year's Day are recognized on a weekday (i.e., Monday through Friday), the Collection Schedule shall be rescheduled for the next business day following the scheduled holiday. All other collections scheduled that week, shall remain the same.

C. Specifications:

- C1. All precautions must be taken to ensure no damage to surrounding landscape, structures, or amenities will occur during the performed services.
- C2. Work shall be scheduled with minimal disruption to the surrounding landscape, structures or amenities, as determined by the County.

D. Equipment:

- D1. Vendor shall provide sufficient equipment to maintain the Collection Schedule for the prompt and efficient performance of services under the Draft Agreement, attached hereto as Appendix "D". Sufficient "back-up" equipment, in proper operating condition, shall be maintained so regular schedules and routes of collection can be sustained.
- D2. Vendor may change equipment from time to time and shall revise the inventory list, and provide an updated inventory list to the County. In all cases, the Vendor shall maintain a vehicular fleet during the performance of work at least equal to that described in the initial inventory list.
- D3. No advertising shall be permitted on vehicles except for Vendor's contact phone numbers for complaints.
- D4. Each vehicle used for the commercial solid waste collection and disposal services shall have a fully enclosed metal top, or be equipped with a cover, which may be a net with mesh not greater than one and one-half (1.5) inches, or tarpaulin, and such cover shall be kept in good mechanical order and used to cover the load in traveling to and from and during the loading operation or when parked if the contents are

likely to be scattered if not covered.

- D5. Minimum requirements for solid waste and recyclable waste containers are provided in the Liquidated Damages, attached hereto as Appendix "F".

E. County's Responsibilities:

- E1. County will provide contact person(s) name, phone number, and email address for the Vendor to report all problems noted.
- E2. All work shall be done subject to the supervision and direction of the Facilities Department representative.
- E3. Facilities Department representative will have the authority to suspend the work either wholly, or in part, due to failure to carry out provisions of the contract; for failure to carry out orders; for such periods as he/she deems necessary due to unsuitable weather conditions; or for conditions or reasons deemed to be in the public interest.
- E4. Facilities Department representative will have the authority to require the immediate removal of any person employed by the Vendor who appears to be incompetent or to act in a disorderly or improper manner.

F. Vendor's Responsibilities:

- F1. Vendor shall provide a trained staff of competent personnel and qualified pursuant to industry standards for the performance of the services described.
- F2. Vendor shall always provide supervision of all work crews while performing work under this contract.
- F3. Vendor shall devote sufficient personnel time and attention to the direction of the operation to ensure performance satisfactory to the County. There shall be at all times a competent and reliable representative on the work force, authorized to receive orders and to act upon those orders.
- F4. Vendor shall put in place and maintain a drug-free workplace program under which, at a minimum, notifying employees in writing not less often than once per year, 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.
- F5. Vendor shall cooperate with authorized representatives of the County in every reasonable way in order to successfully complete the services required under the Draft Agreement, attached hereto as Appendix "D".

- F6. Vendor's personnel shall be readily identifiable by wearing uniforms that clearly designate their company's name. Similarly, service vehicles shall clearly designate the company's name.
- F7. Vendor shall designate a supervisor and one (1) alternate as a contact person and provide the County with their phone numbers and email addresses. This supervisor and alternate shall be available to tour work areas within twenty-four (24) hours of completion of services.
- F8. Vendor must abide by any local, state, or federal laws and regulations.
- F9. Vendor shall obtain all necessary permits and pay any associated fees at their own expense.

(The remainder of this page is intentionally left blank.)

**APPENDIX “B”
PRICE SHEET**

Vendor shall provide commercial solid waste collection and disposal services in accordance with Appendix “A”, Scope of Services at the price(s) below.

COMMERCIAL SERVICES									
						A	B	C (A + B)	D (C * 12)
LINE ITEM	CONTAINER SIZE	LOCATION	ADDRESS	SERVICE SCHEDULE	CONTAINER QTY	MONTHLY RENTAL RATE	MONTHLY SERVICE RATE	TOTAL MONTHLY CHARGE	TOTAL YEARLY CHARGE
1	96-Gallon Tote	Florida Department of Health in Nassau County Hilliard Clinic / Hilliard Community Center	37203 Pecan Street Hilliard, FL 32046	1x week	3	\$	\$	\$	\$
2	96-Gallon Tote	Yulee Sports Complex and Gymnasium	86142 Goodbread Road Yulee, FL 32097	1x week	15	\$	\$	\$	\$
3	6 Cubic Yards	Yulee Sports Complex and Gymnasium	86142 Goodbread Road Yulee, FL 32097	1x week	2	\$	\$	\$	\$
4	96-Gallon Tote	Callahan Ball Park	34076 Ball Park Road Callahan, FL 32011	1x week	14	\$	\$	\$	\$
5	6 Cubic Yards	Callahan Ball Park	34076 Ball Park Road Callahan, FL 32011	2x week	2	\$	\$	\$	\$
6	96-Gallon Tote	Hilliard Ball Park (also known as “Stein-Tompkins Sports Complex)	175355 Bay Road Hilliard, FL 32046	1x week	6	\$	\$	\$	\$
7	4 Cubic Yards	Hilliard Ball Park (also known as “Stein-Tompkins Sports Complex)	175355 Bay Road Hilliard, FL 32046	1 x week	1	\$	\$	\$	\$
8	96-Gallon Tote	Holly Point Boat Ramp	3336 Winterberry Avenue Fernandina Beach, FL 32034	1x week	2	\$	\$	\$	\$
9	96-Gallon Tote	Edwards Road Boat Ramp	75145 Edwards Road Yulee, FL 32097	1x week	1	\$	\$	\$	\$
10	96-Gallon Tote	Kingsferry Boat Ramp	49127 Bill Johnson Road Hilliard, FL 32046	1x week	1	\$	\$	\$	\$
11	96-Gallon Tote	Melton Nelson Boat Ramp (also known as “Lofton Creek”)	463540 State Road 200 Yulee, FL 32097	1x week	2	\$	\$	\$	\$
12	2 Cubic Yards	Miner Road Extension Service Office	85831 Miner Road Yulee, FL 32097	1x week	1	\$	\$	\$	\$

COMMERCIAL SERVICES									
						A	B	C (A + B)	D (C * 12)
LINE ITEM	CONTAINER SIZE	LOCATION	ADDRESS	SERVICE SCHEDULE	CONTAINER QTY	MONTHLY RENTAL RATE	MONTHLY SERVICE RATE	TOTAL MONTHLY CHARGE	TOTAL YEARLY CHARGE
13	2 Cubic Yards	Scotts Landing	29630 Scotts Landing Road Hilliard, FL 32046	1x week	1	\$	\$	\$	\$
14	2 Cubic Yards	John F. Claxton Boat Ramp	85006 Faye Road Yulee, FL 32097	1x week	1	\$	\$	\$	\$
15	2 Cubic Yards	Multi-Use Facility - Callahan / Callahan Extension Service Office	543350 US Highway 1 Callahan, FL 32011	2x week	1	\$	\$	\$	\$
16	2 Cubic Yards	Peters Point Beachfront Park	1974 S Fletcher Avenue Fernandina Beach, FL 32034	2x week	3	\$	\$	\$	\$
17	2 Cubic Yards	Scott Road Beach Access-Drive On	4902 Amelia Island Parkway Fernandina Beach, FL 32034	2x week	1	\$	\$	\$	\$
18	4 Cubic Yards	Nassau County Signal Maintenance Shop	540507 Lem Turner Road Callahan, FL 32011	Bi-weekly	1	\$	\$	\$	\$
19	4 Cubic Yards	American Beach Community Center	1600 Julia Street Fernandina Beach, FL 32034	1x week	1	\$	\$	\$	\$
20	4 Cubic Yards	Goffinsville Nassau River Park & Boat Ramp	96001 Goffinsville Road Fernandina Beach, FL 32034	2x week	1	\$	\$	\$	\$
21	6 Cubic Yards	Facilities Maintenance Office	45195 Musslewhite Road Callahan, FL 32011	1x week	1	\$	\$	\$	\$
22	6 Cubic Yards	Nassau Crossing Park	77480 William Burgess Boulevard Yulee, FL 32097	1x week	1	\$	\$	\$	\$
23	6 Cubic Yards	Bryceville Community Center and Ball Park	7280 Motes Road Bryceville, FL 32009	1x week	1	\$	\$	\$	\$
24	8 Cubic Yards	James S. Page Governmental Complex	96135 Nassau Place Yulee, FL 32097	3x week	1	\$	\$	\$	\$
25	8 Cubic Yards Recycle Cardboard	James S. Page Governmental Complex	96135 Nassau Place Yulee, FL 32097	1x week	1	\$	\$	\$	\$
26	8 Cubic Yards	Tributary Regional Park	75425 Edwards Road Yulee, FL 32097	1x week	1	\$	\$	\$	\$
27	8 Cubic Yards	Robert M. Foster Justice Center	76347 Veterans Way Yulee, FL 32097	2x week	1	\$	\$	\$	\$

COMMERCIAL SERVICES									
						A	B	C (A + B)	D (C * 12)
LINE ITEM	CONTAINER SIZE	LOCATION	ADDRESS	SERVICE SCHEDULE	CONTAINER QTY	MONTHLY RENTAL RATE	MONTHLY SERVICE RATE	TOTAL MONTHLY CHARGE	TOTAL YEARLY CHARGE
28	8 Cubic Yards	James S. Page Governmental Complex	96135 Nassau Place Yulee, FL 32097	3x week	1	\$	\$	\$	\$
29	2 Cubic Yards	Nassau County Courthouse	416 Centre Street Fernandina Beach, FL 32034	1x week	1	\$	\$	\$	\$
30	6 Cubic Yards	Road Department	37356 Pea Farm Road Hilliard, FL 32046	1x week	1	\$	\$	\$	\$
31	6 Cubic Yards	Nassau County Recycling Site (Yulee)	86200 Gene Lasserre Boulevard Yulee, FL 32097	1x week	1	\$	\$	\$	\$
TOTAL:								\$	\$
2 YEAR TOTAL:								\$	\$

OPTIONAL SERVICES						
				A	B	C (A + B)
LINE ITEM	CONTAINER SIZE	SERVICE SCHEDULE	EACH	RENTAL RATE	SERVICE RATE	TOTAL WEEKLY CHARGE
NON-SCHEDULED PICKUPS						
32	96-Gallon Tote	1x week	1	\$	\$	\$
33	2 Cubic Yards	1x week	1	\$	\$	\$
34	4 Cubic Yards	1x week	1	\$	\$	\$
35	6 Cubic Yards	1x week	1	\$	\$	\$
36	8 Cubic Yards	1x week	1	\$	\$	\$

OPTIONAL SERVICES						
				A	B	C (A + B)
LINE ITEM	CONTAINER SIZE	SERVICE SCHEDULE	EACH	RENTAL RATE	SERVICE RATE	TOTAL WEEKLY CHARGE
EXCESSIVE COLLECTION/NATURAL DISASTERS						
37	96-Gallon Tote	within 72 hours	1	\$	\$	\$
38	2 Cubic Yards	within 72 hours	1	\$	\$	\$
39	4 Cubic Yards	within 72 hours	1	\$	\$	\$
40	6 Cubic Yards	within 72 hours	1	\$	\$	\$
41	8 Cubic Yards	within 72 hours	1	\$	\$	\$

The undersigned declares that they have examined the Instructions to Bidders and Scope of Services 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.

Company: _____
 Address: _____ City, State, Zip code: _____
 Phone Number: _____ Email: _____
 Authorized Signature: _____ Printed Name: _____
 Title: _____ Date: _____

INSURANCE REQUIREMENTS**GENERAL INFORMATION AND MINIMUM INSURANCE REQUIREMENTS****COMMERCIAL GENERAL LIABILITY INSURANCE**

The Vendor/Contractor shall purchase and maintain at the 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 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 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.

UMBRELLA (EXCESS) LIABILITY INSURANCE

The Vendor/Contractors shall purchase and maintain at the Subcontractor's expense Excess Liability (Umbrella Form) insurance coverage for the life of this Subcontract.

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

Each Occurrence Limit	\$2,000,000
Aggregate Limit	\$2,000,000

ENVIRONMENTAL LIABILITY INSURANCE

This additional coverage will be required by any Contractor performing environmental and/or other investigations involving excavation, drilling, or other site disturbance activities.

The Contractor shall purchase and maintain at the Contractor's expense Environmental Liability insurance (Contractors Pollution Liability) coverage for the life of this Contract.

The Limits of insurance shall not be less than the following limits: \$1,000,000 Each Loss/Aggregate

Such Coverage will include bodily injury, sickness, and disease, mental anguish or shock sustained by any person, including death; property damage including physical injury to destruction of tangible property including resulting loss of use thereof, cleanup costs, and the loss of use of tangible property that has not been physically injured or destroyed; defense including costs charges and expenses incurred in the investigation, adjustment or defense of claims for such compensatory damages; coverage for losses caused by pollution conditions that arises from the operations of the contractor including transportation.

Vendor/Contractor shall require each of his Subcontractors to likewise purchase and maintain at their expense Commercial General Liability insurance, Workers' Compensation, Employer's Liability, Auto Liability, Umbrella Liability & Environmental Liability insurance coverage meeting the same limit and requirements as the 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 and Umbrella 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.**

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 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/Vendor/Contractor shall be construed as limiting the type, quality or quantity of insurance coverage that Vendor/Vendor/Contractor should maintain. Vendor/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/Vendor/Contractor or any Sub-Vendor/Vendor/Contractor contains deductible(s), penalty(ies) or self-insured retention(s), the Vendor/Vendor/Contractor or Sub-Vendor/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/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.

**APPENDIX “D”
DRAFT CONTRACT**

CONTRACT FOR [TYPE OF SERVICES] 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 **[Vendor’s Name]**, located at **[Vendor’s Address]**, hereinafter referred to as the “Vendor”.

WHEREAS, the County received bids for **[Type of Services]**, on or about **[Date of ITB Opening]**. Said services are more fully described in the County’s Invitation to Bid (“ITB”), attached hereto and incorporated herein as Exhibit “A”; 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-XXX-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; and

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 COUNTY'S INVITATION TO BID **NC23-0XX-ITB**, ("ITB"), AS
MODIFIED BY ADDENDA; AND

Exhibit B VENDOR'S RESPONSE AND PRICE SHEET

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 **[Amount Written Out]** (\$ **_____**) 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 the **[Title of Director]** 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 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 invoice by the **[Title of 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 begin upon the date of execution by both parties to this Contract and shall **terminate three (3) years from date of execution**. The term of this Contract may be extended in one (1) year increments for **an additional two (2) years** with no changes in terms or conditions, upon mutual written agreement between the Consultant 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 “B”; 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 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 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 “A”. 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 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

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.

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,

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: [Title of Director]
[Department’s Address Line 1]
[Department’s Address Line 2]

Vendor: [Vendor’s Name]
Attn: [Vendor’s Contact Person’s Name and Title]
[Vendor’s Address Line 1]
[Vendor’s Address Line 2]

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.

**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'S NAME]

By: _____
Its: _____
Date: _____

APPENDIX “E” PERFORMANCE STANDARDS

The performance of the work covered by the Draft Agreement, attached hereto as Appendix “D”, shall be under the charge, supervision and administration of the County Manager, unless some other official of the County shall be designated by the County Manager, and the Vendor is so notified in writing by the County Manager or designee.

In addition to the following, the Vendor shall be responsible for adhering to all specific performance requirements as included in the Draft Agreement.

A. Accounting and Records

1. Vendor at its own expense shall maintain records so that the County may determine if all fees for services, interest or penalties, have been properly charged, and remitted to the County.

B. Liquidated Damages

Vendor will be assessed by the County an amount as established in the resulting contract, also included in Liquidated Damages, attached hereto as Appendix “F”.

C. Transition Prior to Commencement Date of Service

Vendor shall participate in transition meetings as scheduled and conducted by the County to plan and manage the transition process so that no service interruption occurs. Vendor is responsible for providing a smooth transition in services to minimize inconvenience to the County and its. The transition plan must meet the approval of the County.

D. Transition Prior to Expiration of Contract

1. Should the County choose not to renew the resulting contract with the Vendor, or should no renewal options remain, the County anticipates awarding a new contract at least six (6) months prior to the expiration of the resulting contract or any subsequent renewals. In the event a new contract has not been awarded within such time frame, the Vendor agrees to provide service to the County for an additional ninety (90) day period beyond the expiration of the resulting contract at the then established service rates, provided the County requests said services, in writing, at such time.
2. At the expiration of the resulting contract, the Vendor shall work with the County and the newly selected Vendor to ensure a smooth transition period with no interruption of service, including, but not limited to, compliance with the following performance requirements:
 - a. Attend coordination meeting(s) with the County and newly selected Vendor, as requested.

- b. Vendor shall work with the County to develop a mutually agreeable schedule for removal of Vendor-owned and placement of newly selected Vendor containers and totes. The schedule shall ensure no interruption in Collection Services.
3. The County reserves the right to withhold payment to the Vendor for the final month of service until the Vendor has complied with all requirements of these Performance Standards.

(The remainder of this page is intentionally left blank.)

**APPENDIX “F”
LIQUIDATED DAMAGES**

Performance Standard Violation	Liquidated Damages
Failure to collect missed pick-up within forty-eight (48) hours.	Fifty Dollars and 00/100 (\$50) per occurrence
Repetition of complaints after notification to correct such as, but not limited to, replacing cans, containers, or dumpsters, repairs to damaged property, or failing to notify of rate changes, etc.	Fifty Dollars and 00/100 (\$50) per occurrence
Spillage - Contractor shall be responsible for cleaning up unsanitary conditions around containers caused by the carelessness of the Contractor or its employees.	Fifty Dollars and 00/100 (\$50) per occurrence

**FORM A
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: _____

FORM B BIDDER QUESTIONNAIRE

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

1. Company Name: _____
 Address: _____
 City/State/Zip: _____
 Phone: Email: _____
 Website Address: _____

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: _____
 Years in business under this name: _____
 Years performing this type of work: _____
 Value of work now under contract: _____
 Value of work in place last year: _____
 Percentage (%) of work usually self-performed: _____
 Name of sub-vendors you may use: _____
 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: _____
 (may use additional sheets if needed).

Position/Category (List all)	Full-time	Part-time
Management		

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: _____
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 D
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 D - 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 D - 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: _____



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: Brittany Contardi, Senior Procurement Specialist

SUBJECT: **Addendum No. 1**
Commercial Solid Waste Collection and Disposal Services
Solicitation Number: NC24-005-ITB

DATE: February 6, 2024

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.

Clarifications to Bid Document:

1. Recyclable waste containers are not applicable to this solicitation.

The solicitation due date and opening time remains: **March 7, 2023 at 10:00AM ET.**

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



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: Brittany Contardi, Senior Procurement Specialist

SUBJECT: **Addendum No. 2**
Commercial Solid Waste Collection and Disposal Services
Solicitation Number: NC24-005-ITB

DATE: February 20, 2024

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.

Addition to Bid Document:

Vendor will provide a copy of their Solid Waste Haulers Permit, upon execution of the resulting contract to the Facilities Maintenance Representative in accordance with Nassau County, Florida, Code of Ordinances, Chapter 30 ½ Trash and Solid Wastes, Article IV Solid Waste Haulers. Vendor’s Solid Waste Haulers Permit shall remain valid for the duration of the resulting contract on file with the Facilities Maintenance Representative.

It is the responsibility of the Vendor to read, understand, and comply with Nassau County, Florida, Code of Ordinances, Chapter 30 ½ Trash and Solid Wastes, Article IV Solid Waste Haulers. To view this ordinance, please visit the County’s website (<https://www.nassaucountyfl.com/203/County-Ordinances>).

Pre-Bid Meeting Questions and Answers:

1. The Price Sheet shows fourteen (14) containers for the Callahan Ball Park. We believe there are thirty (30) containers at the Callahan Ball Park?

Answer: The number of containers at the Callahan Ball Park has been verified. Thirty (30) containers are needed for the Callahan Ball Park. The price sheet has been revised and is attached hereto as Appendix “B”, Revised Price Sheet – Addendum No. 2.

2. In the solicitation, there is a clause for excess garbage which says if there is excess garbage outside of the containers it will be our responsibility to pick it up. Is that correct?

Answer: Yes.

3. In the event that the excess garbage outside the containers continues, are we able to contact someone and add more containers to that location?

Answer: Yes. Vendor may provide reliable records, such as photos, of continual excess collections and the information will be reviewed by the Facilities Department representative. The County shall hold the ultimate decision on the number of containers needed at any given location.

As specified in A8 of the Scope of Services and Specifications, County reserves the right to increase and/or decrease the number of Containers.

Commercial Solid Waste Collection and Disposal Services
NC24-005-ITB
Addendum No. 2

4. For the CPI referenced in the solicitation, is that the Water and sewer and trash collection category?

Answer: No. As specified section A2 of the Introduction and General Information, the County will follow the Consumer Price Index for all Urban Consumers (CPIU): U.S. County Average for All Items Expenditure Category.

5. Do you have a preference on which landfill is used?

Answer: As specified in the Nassau County, Florida, Code of Ordinances, Chapter 30 ½ Trash and Solid Wastes, Article IV Solid Waste Haulers, during the Vendor's application for a Solid Waste Haulers Permit, it will need to be identified which solid waste disposal facility the applicant intends to use. To view this ordinance, please visit the County's website (<https://www.nassaucountyfl.com/203/County-Ordinances>).

6. Will the bid pricing be read aloud at the Bid Opening?

Answer: Yes.

7. If the landfill has a disposal increase at some point, can we pass on that increase to the County?

Answer: Yes. Charges imposed upon the Vendor by state or federal environmental protections agencies having jurisdiction over its solid waste facility may be billed to the County at the Vendor's cost. No-mark-up will be allowed. Upon execution of the amendment addressing the increase, Vendor will invoice the County for such charges, along with proof of the increase to the County before payment will be issued.

The solicitation due date and opening time remains: **March 7, 2024 at 10:00AM ET.**

Attachment(s): Revised Price Sheet – Addendum No. 2 and Pre-Bid Sign-In Sheet

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

APPENDIX “B”
REVISED PRICE SHEET – ADDENDUM NO. 2

Vendor shall provide commercial solid waste collection and disposal services in accordance with Appendix “A”, Scope of Services at the price(s) below.

COMMERCIAL SERVICES									
						A	B	C (A + B)	D (C * 12)
LINE ITEM	CONTAINER SIZE	LOCATION	ADDRESS	SERVICE SCHEDULE	CONTAINER QTY	MONTHLY RENTAL RATE	MONTHLY SERVICE RATE	TOTAL MONTHLY CHARGE	TOTAL YEARLY CHARGE
1	96-Gallon Tote	Florida Department of Health in Nassau County Hilliard Clinic / Hilliard Community Center	37203 Pecan Street Hilliard, FL 32046	1x week	3	\$	\$	\$	\$
2	96-Gallon Tote	Yulee Sports Complex and Gymnasium	86142 Goodbread Road Yulee, FL 32097	1x week	15	\$	\$	\$	\$
3	6 Cubic Yards	Yulee Sports Complex and Gymnasium	86142 Goodbread Road Yulee, FL 32097	1x week	2	\$	\$	\$	\$
4	96-Gallon Tote	Callahan Ball Park	34076 Ball Park Road Callahan, FL 32011	1x week	30	\$	\$	\$	\$
5	6 Cubic Yards	Callahan Ball Park	34076 Ball Park Road Callahan, FL 32011	2x week	2	\$	\$	\$	\$
6	96-Gallon Tote	Hilliard Ball Park (also known as “Stein-Tompkins Sports Complex)	175355 Bay Road Hilliard, FL 32046	1x week	6	\$	\$	\$	\$
7	4 Cubic Yards	Hilliard Ball Park (also known as “Stein-Tompkins Sports Complex)	175355 Bay Road Hilliard, FL 32046	1 x week	1	\$	\$	\$	\$
8	96-Gallon Tote	Holly Point Boat Ramp	3336 Winterberry Avenue Fernandina Beach, FL 32034	1x week	2	\$	\$	\$	\$
9	96-Gallon Tote	Edwards Road Boat Ramp	75145 Edwards Road Yulee, FL 32097	1x week	1	\$	\$	\$	\$
10	96-Gallon Tote	Kingsferry Boat Ramp	49127 Bill Johnson Road Hilliard, FL 32046	1x week	1	\$	\$	\$	\$
11	96-Gallon Tote	Melton Nelson Boat Ramp (also known as “Lofton Creek”)	463540 State Road 200 Yulee, FL 32097	1x week	2	\$	\$	\$	\$
12	2 Cubic Yards	Miner Road Extension Service Office	85831 Miner Road Yulee, FL 32097	1x week	1	\$	\$	\$	\$

COMMERCIAL SERVICES									
						A	B	C (A + B)	D (C * 12)
LINE ITEM	CONTAINER SIZE	LOCATION	ADDRESS	SERVICE SCHEDULE	CONTAINER QTY	MONTHLY RENTAL RATE	MONTHLY SERVICE RATE	TOTAL MONTHLY CHARGE	TOTAL YEARLY CHARGE
13	2 Cubic Yards	Scotts Landing	29630 Scotts Landing Road Hilliard, FL 32046	1x week	1	\$	\$	\$	\$
14	2 Cubic Yards	John F. Claxton Boat Ramp	85006 Faye Road Yulee, FL 32097	1x week	1	\$	\$	\$	\$
15	2 Cubic Yards	Multi-Use Facility - Callahan / Callahan Extension Service Office	543350 US Highway 1 Callahan, FL 32011	2x week	1	\$	\$	\$	\$
16	2 Cubic Yards	Peters Point Beachfront Park	1974 S Fletcher Avenue Fernandina Beach, FL 32034	2x week	3	\$	\$	\$	\$
17	2 Cubic Yards	Scott Road Beach Access-Drive On	4902 Amelia Island Parkway Fernandina Beach, FL 32034	2x week	1	\$	\$	\$	\$
18	4 Cubic Yards	Nassau County Signal Maintenance Shop	540507 Lem Turner Road Callahan, FL 32011	Bi-weekly	1	\$	\$	\$	\$
19	4 Cubic Yards	American Beach Community Center	1600 Julia Street Fernandina Beach, FL 32034	1x week	1	\$	\$	\$	\$
20	4 Cubic Yards	Goffinsville Nassau River Park & Boat Ramp	96001 Goffinsville Road Fernandina Beach, FL 32034	2x week	1	\$	\$	\$	\$
21	6 Cubic Yards	Facilities Maintenance Office	45195 Musslewhite Road Callahan, FL 32011	1x week	1	\$	\$	\$	\$
22	6 Cubic Yards	Nassau Crossing Park	77480 William Burgess Boulevard Yulee, FL 32097	1x week	1	\$	\$	\$	\$
23	6 Cubic Yards	Bryceville Community Center and Ball Park	7280 Motes Road Bryceville, FL 32009	1x week	1	\$	\$	\$	\$
24	8 Cubic Yards	James S. Page Governmental Complex	96135 Nassau Place Yulee, FL 32097	3x week	1	\$	\$	\$	\$
25	8 Cubic Yards Recycle Cardboard	James S. Page Governmental Complex	96135 Nassau Place Yulee, FL 32097	1x week	1	\$	\$	\$	\$
26	8 Cubic Yards	Tributary Regional Park	75425 Edwards Road Yulee, FL 32097	1x week	1	\$	\$	\$	\$
27	8 Cubic Yards	Robert M. Foster Justice Center	76347 Veterans Way Yulee, FL 32097	2x week	1	\$	\$	\$	\$

COMMERCIAL SERVICES									
						A	B	C (A + B)	D (C * 12)
LINE ITEM	CONTAINER SIZE	LOCATION	ADDRESS	SERVICE SCHEDULE	CONTAINER QTY	MONTHLY RENTAL RATE	MONTHLY SERVICE RATE	TOTAL MONTHLY CHARGE	TOTAL YEARLY CHARGE
28	8 Cubic Yards	James S. Page Governmental Complex	96135 Nassau Place Yulee, FL 32097	3x week	1	\$	\$	\$	\$
29	2 Cubic Yards	Nassau County Courthouse	416 Centre Street Fernandina Beach, FL 32034	1x week	1	\$	\$	\$	\$
30	6 Cubic Yards	Road Department	37356 Pea Farm Road Hilliard, FL 32046	1x week	1	\$	\$	\$	\$
31	6 Cubic Yards	Nassau County Recycling Site (Yulee)	86200 Gene Lasserre Boulevard Yulee, FL 32097	1x week	1	\$	\$	\$	\$
TOTAL:								\$	\$
2 YEAR TOTAL:								\$	

OPTIONAL SERVICES						
				A	B	C (A + B)
LINE ITEM	CONTAINER SIZE	SERVICE SCHEDULE	EACH	RENTAL RATE	SERVICE RATE	TOTAL WEEKLY CHARGE
NON-SCHEDULED PICKUPS						
32	96-Gallon Tote	1x week	1	\$	\$	\$
33	2 Cubic Yards	1x week	1	\$	\$	\$
34	4 Cubic Yards	1x week	1	\$	\$	\$
35	6 Cubic Yards	1x week	1	\$	\$	\$
36	8 Cubic Yards	1x week	1	\$	\$	\$

OPTIONAL SERVICES						
				A	B	C (A + B)
LINE ITEM	CONTAINER SIZE	SERVICE SCHEDULE	EACH	RENTAL RATE	SERVICE RATE	TOTAL WEEKLY CHARGE
EXCESSIVE COLLECTION/NATURAL DISASTERS						
37	96-Gallon Tote	within 72 hours	1	\$	\$	\$
38	2 Cubic Yards	within 72 hours	1	\$	\$	\$
39	4 Cubic Yards	within 72 hours	1	\$	\$	\$
40	6 Cubic Yards	within 72 hours	1	\$	\$	\$
41	8 Cubic Yards	within 72 hours	1	\$	\$	\$

The undersigned declares that they have examined the Instructions to Bidders and Scope of Services 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.

Company: _____
 Address: _____ City, State, Zip code: _____
 Phone Number: _____ Email: _____
 Authorized Signature: _____ Printed Name: _____
 Title: _____ Date: _____








**NASSAU COUNTY
BOARD OF COUNTY COMMISSIONERS**

Procurement Department
96135 Nassau Place, Suite 2
Yulee, Florida 32097
Phone: (904) 530-6040
Email: procurement@nassaucountyfl.com

PRE-BID MEETING

**NC24-005-ITB COMMERCIAL SOLID WASTE COLLECTION AND DISPOSAL SERVICES
DATE: FEBRUARY 8, 2024 11:00AM**

ATTENDEE (PRINT NAME)	COMPANY	SIGNATURE	PHONE NUMBER	EMAIL ADDRESS
Doug Podiak	Nassau County			
Jeff Little	Nassau County			
Idalia Gutierrez	Nassau County			
Becky Diden	Nassau County			
Brittany Contardi	Nassau County			
Esther Petriote	Cumberland Services		912-552-4214	E.Petriote@Cumberland-Services.com
Yolanda Foley	Cumberland Services		904-312-1384	Y.Foley@Cumberland-Services.com
Kyle Walker	Cumberland		904/229-1709	KWalker

ATTENDEE (PRINT NAME)	COMPANY	SIGNATURE	PHONE NUMBER	EMAIL ADDRESS
JIM CINELLI	WASTE PRO		386 937-4434	J.CINELLI@WASTEPROUSA.COM
DAVE SHEPLER	MERIDIAN WASTE		904-237-6546	DSHEPLER@MERIDIANWASTE.COM
Marty Kelly	Meridian Waste		904-424-7294	MKelly@MeridianWaste.com
Chris Brooks	Meridian waste		904-627-4564	CBrooks@meridianwaste.com
David Searcy	Waste Pro		904-509-0519	dsearcy@wasteprousa.com

ATTENDEE (PRINT NAME)	COMPANY	SIGNATURE	PHONE NUMBER	EMAIL ADDRESS

ATTENDEE (PRINT NAME)	COMPANY	SIGNATURE	PHONE NUMBER	EMAIL ADDRESS



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: Brittany Contardi, Senior Procurement Specialist

SUBJECT: **Addendum No. 3**
Commercial Solid Waste Collection and Disposal Services
Solicitation Number: NC24-005-ITB

DATE: February 26, 2024

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.

Q&A Questions and Answers:

1. I have attempted to list attendees for the pre-bid meeting. The portal status does not change to "YES" after I have entered attendee name/email. Will this matter?

Answer: No. The pre-bid meeting was not mandatory, and the Pre-Bid Sign-In Sheet signed during the Pre-Bid Meeting is the official record for pre-bid attendance.

The solicitation due date and opening time remains: **March 7, 2024 at 10:00AM ET.**

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

VENDOR'S RESPONSE AND PRICE SHEET

NC24-005-ITB



INVITATION TO BID

NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS

Solicitation Title: Commercial Solid Waste Collection and Disposal Services	Issue Date: January 26, 2024
Solicitation Number: NC24-005-ITB	Project/Contract Duration: Two (2) years after Contract Execution with option to renew for three (3) additional years
Requesting Department: Facilities Department	Procurement Contact: Brittany Contardi
Contact Address: 96135 Nassau Place, Suite 2 Yulee, Florida 32097	Contact Information: procurement@nassaucountyfl.com
Pre-Bid Date/Time: February 8, 2024 @ 11:00 AM ET James S. Page Complex BOCC Chambers 96135 Nassau Place Yulee, FL 32097	Deadline for Questions: February 23, 2024 @ 4:00 PM ET
Bid Due Date and Opening Date/Time: March 7, 2024 @ 10:00 AM ET	
Location of Bid Opening: 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.

Legal Name of Respondent: <i>MERIDIAN WASTE FLORIDA LLC</i>		
Business Address: <i>463106 SR 200 YULEE, FL 32097</i>		
Phone Number: <i>904-849-5122</i>	Email: <i>DSHEP@MERIDIANWASTE.COM</i>	FL License Number: <i>82-5417486 EW</i>
Authorized Signature: <i>[Signature]</i>		Date: <i>3-6-24</i>
Printed Name of Signer: <i>DAVID SHEPHERD</i>		Title: <i>AREA PRESIDENT</i>

General Instructions/Declarations

1. Bid results will be available pursuant to Section 119.071(1)(b), Florida Statutes.
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)



March 7, 2024

Nassau County Board of County Commissioners
Brittany Contardi
Senior Procurement Specialist
96135 Nassau Place, Suite 2
Yulee, FL 32097

Dear Ms. Contardi,

Meridian Waste Florida, LLC, a wholly owned subsidiary of Meridian Waste Acquisitions, LLC, ("Meridian Waste"), is pleased to submit the attached response to the Nassau County Board of County Commissioners Invitation to Bid Request for Commercial Solid Waste Collection and Disposal Services for the County parks and facilities. Meridian Waste understands the requirements as set forth by this invitation to bid as we currently are the service provider for this contract. Meridian Waste is prepared and very interested in continuing our service to Nassau County.

Our Philosophy

Meridian Waste is a company defined by our commitment to servicing our customers and employees with unwavering respect, fairness, and care.

Our customers demand high quality service, and we deliver clean and clear results for your businesses, your homes, and your community.

The information contained in this Proposal or any part thereof, including the exhibits, schedules and other documents and instruments delivered or to be delivered to the County, are true, accurate and complete to the Proposer's knowledge.

I am confident that you will have a favorable response to our bid submission that we have provided. If after reviewing our response, you have any questions or require any additional information, we would be pleased to meet with you to discuss your questions. Thank you for allowing Meridian Waste the opportunity to present this proposal response.

Sincerely,

A handwritten signature in blue ink, appearing to read "Dave Shepler".

Dave Shepler
Area President
Meridian Waste Florida, LLC
463106 FL 200
Yulee, FL. 32097
904-849-5122 office
904-237-6546 mobile



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 - Form C – Drug Free Workplace Certificate
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 - State of Florida Articles of Organization
 - Certificate of Good Standing

APPENDIX "B"
REVISED PRICE SHEET – ADDENDUM NO. 2

Vendor shall provide commercial solid waste collection and disposal services in accordance with Appendix "A", Scope of Services at the price(s) below.

COMMERCIAL SERVICES							A	B	C (A + B)	D (C * 12)
LINE ITEM	CONTAINER SIZE	LOCATION	ADDRESS	SERVICE SCHEDULE	CONTAINER QTY	MONTHLY RENTAL RATE	MONTHLY SERVICE RATE	TOTAL MONTHLY CHARGE	TOTAL YEARLY CHARGE	
1	96-Gallon Tote	Florida Department of Health in Nassau County Hilliard Clinic / Hilliard Community Center	37203 Pecan Street Hilliard, FL 32046	1x week	3	\$ —	\$ 0	\$ 0	\$ 0	
2	96-Gallon Tote	Yulee Sports Complex and Gymnasium	86142 Goodbread Road Yulee, FL 32097	1x week	15	\$ —	\$ 75--	\$ 75--	\$ 900--	
3	6 Cubic Yards	Yulee Sports Complex and Gymnasium	86142 Goodbread Road Yulee, FL 32097	1x week	2	\$ —	\$ 185--	\$ 185--	\$ 2220--	
4	96-Gallon Tote	Callahan Ball Park	34076 Ball Park Road Callahan, FL 32011	1x week	30	\$ —	\$ 300--	\$ 300--	\$ 3600--	
5	6 Cubic Yards	Callahan Ball Park	34076 Ball Park Road Callahan, FL 32011	2x week	2	\$ —	\$ 353--	\$ 353--	\$ 4236--	
6	96-Gallon Tote	Hilliard Ball Park (also known as "Stein-Tompkins Sports Complex)	175355 Bay Road Hilliard, FL 32046	1x week	6	\$ —	\$ 0	\$ 0	\$ 0	
7	4 Cubic Yards	Hilliard Ball Park (also known as "Stein-Tompkins Sports Complex)	175355 Bay Road Hilliard, FL 32046	1 x week	1	\$ —	\$ 82--	\$ 82--	\$ 984--	
8	96-Gallon Tote	Holly Point Boat Ramp	3336 Winterberry Avenue Ferrandina Beach, FL 32034	1x week	2	\$ —	\$ 0	\$ 0	\$ 0	
9	96-Gallon Tote	Edwards Road Boat Ramp	75145 Edwards Road Yulee, FL 32097	1x week	1	\$ —	\$ 0	\$ 0	\$ 0	
10	96-Gallon Tote	Kingsferry Boat Ramp	49127 Bill Johnson Road Hilliard, FL 32046	1x week	1	\$ —	\$ 0	\$ 0	\$ 0	
11	96-Gallon Tote	Melton Nelson Boat Ramp (also known as "Loton Creek")	463540 State Road 200 Yulee, FL 32097	1x week	2	\$ —	\$ 0	\$ 0	\$ 0	
12	2 Cubic Yards	Miner Road Extension Service Office	85831 Miner Road Yulee, FL 32097	1x week	1	\$ —	\$ 65--	\$ 65--	\$ 780--	

COMMERCIAL SERVICES

LINE ITEM	CONTAINER SIZE	LOCATION	ADDRESS	SERVICE SCHEDULE	CONTAINER QTY	A	B	C	D
						MONTHLY RENTAL RATE	MONTHLY SERVICE RATE	TOTAL MONTHLY CHARGE (A + B)	TOTAL YEARLY CHARGE (C * 12)
13	2 Cubic Yards	Scotts Landing	29630 Scotts Landing Road Hillierd, FL 32046	1x week	1	\$ --	\$ 65--	\$ 65--	\$ 780--
14	2 Cubic Yards	John F. Claxton Boat Ramp	85006 Faye Road Yulee, FL 32097	1x week	1	\$ --	\$ 65--	\$ 65--	\$ 780--
15	2 Cubic Yards	Multi-Use Facility - Callahan / Callahan Extension Service Office	543350 US Highway 1 Callahan, FL 32011	2x week	1	\$ --	\$ 120--	\$ 120--	\$ 1440--
16	2 Cubic Yards	Peters Point Beachfront Park	1974 S Fletcher Avenue Fernandina Beach, FL 32034	2x week	3	\$ --	\$ 309--	\$ 309--	\$ 3708--
17	2 Cubic Yards	Scott Road Beach Access-Drive On	4902 Amelia Island Parkway Fernandina Beach, FL 32034	2x week	1	\$ --	\$ 120--	\$ 120--	\$ 1440--
18	4 Cubic Yards	Nassau County Signal Maintenance Shop	540507 Lem Turner Road Callahan, FL 32011	Bi-weekly	1	\$ --	\$ 65--	\$ 65--	\$ 780--
19	4 Cubic Yards	American Beach Community Center	1600 Julia Street Fernandina Beach, FL 32034	1x week	1	\$ --	\$ 92--	\$ 92--	\$ 1104--
20	4 Cubic Yards	Goffinsville Nassau River Park & Boat Ramp	96001 Goffinsville Road Fernandina Beach, FL 32034	2x week	1	\$ --	\$ 92--	\$ 92--	\$ 1104--
21	6 Cubic Yards	Facilities Maintenance Office	45195 Musslewhite Road Callahan, FL 32011	1x week	1	\$ --	\$ 103--	\$ 103--	\$ 1236--
22	6 Cubic Yards	Nassau Crossing Park	77480 William Burgess Boulevard Yulee, FL 32097	1x week	1	\$ --	\$ 103--	\$ 103--	\$ 1236--
23	6 Cubic Yards	Bryceville Community Center and Ball Park	7280 Motes Road Bryceville, FL 32009	1x week	1	\$ --	\$ 103--	\$ 103--	\$ 1236--
24	8 Cubic Yards	James S. Page Governmental Complex	96135 Nassau Place Yulee, FL 32097	3x week	1	\$ --	\$ 352--	\$ 352--	\$ 4224--
25	8 Cubic Yards Recycle Cardboard	James S. Page Governmental Complex	96135 Nassau Place Yulee, FL 32097	1x week	1	\$ --	\$ 75--	\$ 75--	\$ 900--
26	8 Cubic Yards	Tributary Regional Park	75425 Edwards Road Yulee, FL 32097	1x week	1	\$ --	\$ 125--	\$ 125--	\$ 1476--
27	8 Cubic Yards	Robert M. Foster Justice Center	76347 Veterans Way Yulee, FL 32097	2x week	1	\$ --	\$ 238--	\$ 238--	\$ 2856--

COMMERCIAL SERVICES

LINE ITEM	CONTAINER SIZE	LOCATION	ADDRESS	SERVICE SCHEDULE	CONTAINER QTY	MONTHLY RENTAL RATE	MONTHLY SERVICE RATE	C		TOTAL YEARLY CHARGE
								(A + B)	(C * 12)	
28	8 Cubic Yards	James S. Page Governmental Complex	96135 Nassau Place Yulee, FL 32097	3x week	1	\$ --	\$ 238 --	\$ 238 --	\$ 2856 --	
29	2 Cubic Yards	Nassau County Courthouse	416 Centre Street Fernandina Beach, FL 32034	1x week	1	\$ --	\$ 65 --	\$ 65 --	\$ 780 --	
30	6 Cubic Yards	Road Department	37356 Pea Farm Road Hilliard, FL 32046	1x week	1	\$ --	\$ 103 --	\$ 103 --	\$ 1236 --	
31	6 Cubic Yards	Nassau County Recycling Site	86200 Gene Lasserre Boulevard Yulee, FL 32097	1x week	1	\$ --	\$ 103 --	\$ 103 --	\$ 1236 --	
							TOTAL:	\$ 3594 --	\$ 43,128 --	
							2 YEAR TOTAL:	\$ 88,671 --		

OPTIONAL SERVICES

LINE ITEM	CONTAINER SIZE	SERVICE SCHEDULE	EACH	A		B		C	
				RENTAL RATE	SERVICE RATE	TOTAL WEEKLY CHARGE	(A + B)		
NON-SCHEDULED PICKUPS									
32	96-Gallon Tote	1x week	1	\$ --	\$ 10 --	\$ 10 --	\$ 10 --		
33	2 Cubic Yards	1x week	1	\$ --	\$ 20 --	\$ 20 --	\$ 20 --		
34	4 Cubic Yards	1x week	1	\$ --	\$ 30 --	\$ 30 --	\$ 30 --		
35	6 Cubic Yards	1x week	1	\$ --	\$ 40 --	\$ 40 --	\$ 40 --		
36	8 Cubic Yards	1x week	1	\$ --	\$ 50 --	\$ 50 --	\$ 50 --		

OPTIONAL SERVICES						
LINE ITEM	CONTAINER SIZE	SERVICE SCHEDULE	EACH	A	B	C (A + B)
				RENTAL RATE	SERVICE RATE	TOTAL WEEKLY CHARGE
EXCESSIVE COLLECTION/NATURAL DISASTERS						
37	96-Gallon Tote	within 72 hours	1	\$ —	\$ 20-	\$ 20-
38	2 Cubic Yards	within 72 hours	1	\$ —	\$ 45-	\$ 45-
39	4 Cubic Yards	within 72 hours	1	\$ —	\$ 55-	\$ 55-
40	6 Cubic Yards	within 72 hours	1	\$ —	\$ 65-	\$ 65-
41	8 Cubic Yards	within 72 hours	1	\$ —	\$ 75-	\$ 75-

The undersigned declares that they have examined the Instructions to Bidders and Scope of Services 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.

Company: MERIDIAN WASTE
 Address: 965106 SR 200 City, State, Zip code: JULIE, FL 32097
 Phone Number: 904-819-5122 Cell: 904-237-6546 Email: DISEN@MERIDIANWASTE.COM
 Authorized Signature: [Signature] Printed Name: Mrs. Theresa
 Title: Area Manager Date: 3-7-2024

FORM A
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 SOLICITATION NC24-005-ITB.
2. This sworn statement is submitted by MERIDIAN WASTE FLORIDA LLC (entity submitting sworn statement), whose business address is 463106 SR 200 YULEC FL 32097 and its Federal Employee Identification Number (FEIN) is 82-5417486. (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)
3. My name is DAVID SHEPLER (please print name of individual signing), and my relationship to the entity named above is AREA 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.)

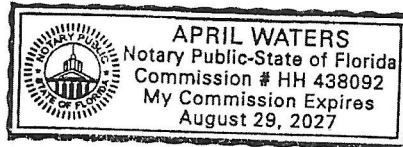
The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

David Shepler
Signature
3-4-24
Date

State of: FLORIDA
County of: NASSAU

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 4th day of MARCH, 20 24 by DAVID SHEPLER who is personally known to me or produced as identification.

April Waters
Notary Public
My commission expires: _____



FORM B BIDDER QUESTIONNAIRE

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

1. Company Name: MERIDIAN WASTE FLORIDA LLC
 Address: 463106 SR 200
 City/State/Zip: FULCE, FL 32097
 Phone: Email: 904-849-5122 OSHERLEN@MERIDIANWASTE.COM
 Website Address: MERIDIANWASTE.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: 6 YEARS
 Years in business under this name: 6 YEARS
 Years performing this type of work: MANAGEMENT TEAM = +30 YEARS
 Value of work now under contract: 5109 MILLION
 Value of work in place last year: 5149 MILLION
 Percentage (%) of work usually self-performed: 100%
 Name of sub-vendors you may use: NONE
 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: CORP 400+, LOCAL 255
 (may use additional sheets if needed).

LOCAL:

Position/Category (List all)	Full-time	Part-time
Management		
AREA PRESIDENT - 1	✓	
DISTRICT MANAGER - 1	✓	
FACILITY MANAGER - 1	✓	
OPERATIONS MGR - 3	✓	
OFFICE MANAGERS - 3	✓	
SUPERVISORS - 9	✓	
DRIVERS + HELPERS - 200+	✓	
MECHANICS - 10	✓	
CLEANERS/OTHER - 7	✓	
SAFETY MANS - 2	✓	
SALES STAFF - 4	✓	
ACCOUNTING MANS - 2	✓	
SWINK DRIVERS - 12	✓	

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: NASSAU COUNTY BOCC - COUNTY FACILITIES
 Address: 96135 NASSAU PLACE YULEE FL 32097
 Contract Person: JENNIFER KIRKLAND
 Phone: Email: 904-530-6180 JKIRKLAND@NASSAUCOUNTYFL.COM
 Project Description: COMMERCIAL SOLID WASTE COLLECTION PARKS + FACILITIES
 Contract \$ Amount: \$28,500 ANNUAL
 Date Completed: CURRENTLY SERVICE

Reference #2:

Company/Agency Name: CITY OF MACLENNY, FL
 Address: 118 E. MACLENNY AVE MACLENNY, FL 32063
 Contract Person: MELISSA THOMPSON
 Phone: Email: 904-259-0972 MELISSA@CITYOFMACLENNY.COM
 Project Description: COMMERCIAL + RESIDENTIAL SOLID WASTE COLLECTION
 Contract \$ Amount: \$720,000 ANNUAL
 Date Completed: CURRENTLY SERVICE

Reference #3:

Company/Agency Name: TOWN OF BALOWIN, FL
 Address: 10 US 90 W BALOWIN, FL 32234
 Contract Person: LUCA HILL
 Phone: Email: 904-266-5030 LHILL@BALOWINFL.COM
 Project Description: COMMERCIAL + RESIDENTIAL SOLID WASTE COLLECTION
 Contract \$ Amount: \$267,000 ANNUAL
 Date Completed: CURRENTLY SERVICE

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: MERIDIAN WASTE
 Attn: DAVID SHEPLER, AREA PRESIDENT
 Mailing Address: 2078 LANE AVE N, JACKSONVILLE, FL 32254

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): DAVID SHEPLER
 Title: AREA PRESIDENT
 Email Address: DSHEPLER@MERIDIANWASTE.COM
 Phone Number: 904-237-6546

FORM C DRUG FREE WORKPLACE CERTIFICATE

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that MERIDIAN WASTE FLORIDA LLC (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."

David Shepler
Authorized Signature
3-4-24
Date Signed

State of: FLORIDA
County of: NASSAU

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 4th day of MARCH, 20 24 by DAVID SHEPLER who is personally known to me or produced as identification.

April Waters
Notary Public
My commission expires: _____





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/18/2023

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).

PRODUCER Alliant Insurance Services, Inc. 701 B St 6th Fl San Diego CA 92101 License#: 0C36861 MERIWAS-01	CONTACT NAME: Sean Samuels PHONE (A/C, No, Ext): 757-297-5405 FAX (A/C, No): E-MAIL ADDRESS: sean.samuels@alliant.com <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Nautilus Insurance Company</td> <td style="text-align: center;">17370</td> </tr> <tr> <td>INSURER B : Great Divide Insurance Company</td> <td style="text-align: center;">25224</td> </tr> <tr> <td>INSURER C : Argonaut-Midwest Insurance Com</td> <td style="text-align: center;">19828</td> </tr> <tr> <td>INSURER D : PinnaclePoint Insurance Compan</td> <td style="text-align: center;">15137</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Nautilus Insurance Company	17370	INSURER B : Great Divide Insurance Company	25224	INSURER C : Argonaut-Midwest Insurance Com	19828	INSURER D : PinnaclePoint Insurance Compan	15137	INSURER E :		INSURER F :	
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INSURER D : PinnaclePoint Insurance Compan	15137														
INSURER E :															
INSURER F :															

COVERAGES **CERTIFICATE NUMBER:** 1741976111 **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 WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 SEE ATTACHED NAMED INSURED SCHEDULE FOR COMPLETE LIST OF NAMED INSURED

Umbrella/Excess Liability follows form over the General Liability, Automobile Liability and Employers Liability coverages.

PIP Coverage in the State of FL - \$10,000 Limit Per Person

CERTIFICATE HOLDER _____	CANCELLATION 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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Welcome
Altman Teresa

Company
Meridian Waste Acquisitions, LLC

User ID
ATER4501

- HOME
- CASES
- PROFILE
- COMPANY**
- REPORTS
- RESOURCES

LOG OUT

Company Information

Company Name
Meridian Waste Acquisitions, LLC

DUNS Number
081227687

Company ID Number
1295950

Doing Business As (DBA) Name
Meridian Waste

Physical Location

Address 1
5925 Carnegie Way

Address 2
Suite 370

City
Charlotte

State
NC

Zip Code
28209

County
MECKLENBURG

Mailing Address

Address 1
--

Address 2
--

City
--

State
--

Zip Code
--

Additional Information

Employer Identification Number
824934650

Administrator
--

Total Number of Employees
100 to 499

Parent Organization
--

Organization Designation

Employer Category
None of these categories apply

[View / Edit](#)

NAICS Code
562 - WASTE MANAGEMENT AND
REMEDICATION SERVICES

[View / Edit](#)

Total Hiring Sites
7

[View / Edit](#)

Total Points of Contact
2

[View / Edit](#)

[View Original MOU Template](#)

[View MOU](#)

E



BOCC AGENDA ITEM

Item Title: Meridian Waste Florida, LLC Solid Waste Haulers Permit Application

Date: 10/23/2023

Department: Solid Waste

Background:

Meridian Waste Florida, LLC has submitted their Solid Waste Haulers Permit Application along with all required backup documentation in accordance with Ordinance 96-12. Their previous Solid Waste Haulers Permit expired in September 2023.

Request:

Approve and authorize the Chairman to sign the Solid Waste Haulers Permit Application for Meridian Waste Florida, LLC.

Financial/Economic Impact to Future Years Budgeting Process or Effect on Citizens:

In order for vendors to provide solid waste removal in Nassau County, per Ordinance 96-12, a permit is required. Additional vendors provide residents more options in the removal of solid waste services.

Action Requested and Recommendation:

Approve and authorize the Chairman to sign the Solid Waste Haulers Permit Application for Meridian Waste Florida, LLC.

Is this action consistent with the Nassau County Comprehensive Land Use Plan?

NA

Funding Source:

N/A

Additional Information Needed for Contracts/Agreements (If Applicable)

Contract Number assigned by Contracts Management:

N/A

For non-governmental agencies, has the document been sent to the vendor for signature?

APPROVED BOCC
DATE 10-23-23 (11) i

N/A

Does the document need to be recorded? If so, who will pay the recordation fee?

N/A

Are there any special mailing instructions? (Include contact name, address, deadline for submittal, how to mail such as express mail, FedEx, etc):

Email executed documents to Solid Waste for tracking purposes.

How many originals are needed?

One

ATTACHMENTS:

Description	Upload Date	Type
Meridian Waste Florida, LLC Solid Waste Haulers Permit Application	9/26/2023	Cover Memo

REVIEWERS:

Department	Reviewer	Action	Date
Solid Waste	Podiak, Douglas	Approved	9/26/2023 - 6:30 PM
Solid Waste	Bell, Amy	Approved	10/9/2023 - 10:44 AM
County Manager	Pope, Taco	Approved	10/11/2023 - 11:12 AM

NASSAU COUNTY SOLID WASTE DEPARTMENT
 APPLICATION FOR
 SOLID WASTE HAULERS PERMIT

Date Received: _____ Date Approved/Disapproved: 10-23-23
 Business Lic.No: _____ BOCC Chairman: [Signature]

Name / Address / Ph# of Company: Meridian Waste Florida, LLC
463106 FL 200
Yulee, FL 32097
 Contact Person: Dave Shepler, Area President - Florida
~~904-849-5122 office, 904-237-6546 mobile,~~
DShepler@MeridianWaste.com
 Attach Brief Description of Corporate History Please refer to attached for history.

Permit to Collect & Dispose of Solid Waste from: X Residential Property
 (Check all that apply) X Commercial Property

Identify Solid Waste Disposal Facility to be used:
 Name: 5 permitted solid waste facilities to be utilized. Please refer to the attached.
 Address: _____
 PH#: _____
 Provide written and verifiable evidence that the above facility is operating under a current and valid Permit or Consent Order issued by the Florida Department of Environmental Protection or its successor in function or another comparable governmental agency.

- I. Provide a statement that Applicant has adopted and will maintain and enforce a policy of non-discrimination. NC ORD 96-12 Sec 30 1/2-84
- II. Provide a statement that the Applicant has a Performance Bond or Letter of Credit in force. NC ORD 96-12 Sect 30 1/2-85
- III. Provide proof that the Applicant has required Liability Insurance, Hold Harmless & Workers Comp. Required. NC ORD 96-12 Sec 30 1/2-86
- IV. Provide an affidavit of the Actual or Estimated cost of the investment in equipment, land and other facilities. NC ORD 96-12 Sec 30 1/2-87
- V. Provide a complete list of equipment, numbers and description to be utilized with this Permit. NC ORD 96-12 Sec 30 1/2-87

Permit # _____ Expiration Date: _____



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 Yulee, FL 32097
 p: (904) 849-5122

**Nassau County, Florida
 Solid Waste Haulers Permit
 Required Information
 September 7, 2023**

History of Company:

Meridian Waste Florida, LLC is a wholly-owned subsidiary of Meridian Waste Acquisitions, LLC, previously known as the solid waste operations of Meridian Waste Solutions, Inc. The original Meridian Waste incorporated in 1993 and acquired the stock of Christian Disposal in December 2015. Christian Disposal has been collecting solid waste since 1978. Other acquisitions include The CFS Group in Petersburg, Virginia in February 2017, Wilson Waste in Truesdale, MO in March 2018, ETC in St. Louis marketplace in April 2018 and Blue Ridge Disposal in Christiansburg, VA in May 2018, Partner Disposal (now operating as Meridian Waste Florida, LLC) in the Jacksonville, FL marketplace in September 2018, Knoxville Landfills in Knoxville, TN in November 2018, WCA Hauling assets in Knoxville, TN in March 2019, Waste Management hauling assets and transfer Stations in St. Louis, MO in August 2019, the Shotwell Companies in Raleigh, NC in January 2020, three Greenville, SC hauling operations in February and May 2021, a third Virginia hauling operation in April 2021, three separate hauling and portable restroom companies in Raleigh, NC in 2022 and a C&D landfill plus roll off operations in Liberty, NC in September 2023 to date.

	<u>As a Contractor</u>	<u>As a Sub-Contractor</u>
1. Solid Waste Collection Operation	30+ Years; Since 1978	N/A
2. Recyclable Materials Collection Operation	20+ Years; Since the late 1990's	N/A
3. Yard Trim Collection Operation	20+ Years; Since the late 1990's	N/A
4. Other Transfer/Transport Operation	5+ Years	N/A
5. Solid Waste (non-transfer/transport) - Landfill	5+ Years; Since Dec. 2015	N/A

While Meridian Waste started as many solid waste companies do with smaller independent companies operating in rather defined geographic areas like St. Louis, MO and Petersburg, VA, Meridian Waste underwent a transformational change in regards to leadership and experienced management along with a significant capital infusion with greater financial stability in 2018. On Monday, April 23, 2018, Warren Equity Partners (headquartered in Duval County FL) purchased the waste operations from the publicly-traded company Meridian Waste Solutions, Inc. and took the company private while restructuring the waste operation's debt, access to capital and leadership.

Walter "Wally" Hall, Jr. was named CEO and his team of experienced executive waste professionals have an impressive track record with regional private and public companies such as Southland Waste





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Systems, BFI Waste Systems, Republic Services and Advanced Disposal. The enclosed streamlined bios will share greater insight into the wealth of experience and success this management team has achieved over their 80+ years of combined service in the environmental services industry. We all understand the commitment it takes to build a motivated workforce committed to clean communities as we have serviced over 800+ individual cities and counties (while at the leadership helm of Advanced Disposal Services) ranging from residential collections services to industrial solid waste operations on a 24/7 schedule. We know that garbage is a local issue and that the best operations are those in which your organization hardly realize we are even there doing a vitally important job – keeping your County clean and healthy at a fair and honest rate.

Disposal Facilities Utilized:

Camden County, GA MSW Landfill
2750 GA Highway 110
Folkston, GA 31537
912-729-4099

<https://www.co.camden.ga.us/343/MSW-Landfill>

GA DNR permit # 020-017D (MSWL)

Camden County, GA C&D Landfill
1600 GA Highway 110
Folkston, GA 31537
912-729-4099

<https://www.camdencountyga.gov/196/C-D-Industrial-Waste-Landfill>

GA DNR permit # 020-019D (C&D)

Sandhill C&D Landfill
Nassau County, FL
153326 Co Rd 108
Yulee, FL 32097

[\(904\) 225-2801](tel:9042252801)

FL DEQ Permit # 00148418-003-SO

Trail Ridge MSW Landfill
Duval County, F:L 5110 US-301 South
Jacksonville, FL 32234
866-909-4458

FL DEQ permit # WACS 33628





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Old Kings Road C&D Landfill
Duval County, FL
8540 Old Kings Road
Jacksonville, FL 32219
904-768-5363
FL DEQ permit 16-135158-007-EI

Meridian Waste Non-Discrimination policy:

Meridian Waste provides equal employment opportunities to all employees and applicants for employment without regard to race, color, religion, sex (including gender identity, sexual orientation, and pregnancy), national origin, military service, age (40 or older), disability (physical or mental), or genetic information. Equal employment opportunity applies to all terms and conditions of employment, including hiring, placement, promotion, termination, layoff, recall, transfer, leave of absence, compensation, and training.

The nondiscrimination policy extends to all terms, conditions and privileges of employment, as well as the use of all company facilities, participation in all company-sponsored activities, and all employment actions such as recruitment, hiring, promotions, compensation, benefits, transfers, training, demotions, layoff, recall and termination of employment.

Meridian Waste expressly prohibits any form of unlawful employee harassment or discrimination based on any of the characteristics mentioned above. Improper interference with the ability of other employees to perform their expected job duties is not tolerated.

Performance Bond:

A copy of the renewal performance Bond is included with this application.

Required Insurance:

Please refer to the attached as proof of required insurance.





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Yulee, FL 32097
p: (904) 849-5122



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/18/2023

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).

PRODUCER Alliant Insurance Services, Inc. 701 B St 6th Fl San Diego CA 92101		CONTACT NAME: Sean Samuels PHONE (A/C No. Ext): 757-297-5405 FAX (A/C No.): E-MAIL ADDRESS: sean.samuels@alliant.com																						
License# QC38861 MERWAS-01		INSURER(S) AFFORDING COVERAGE																						
INSURED Meridian Waste Acquisitions, LLC SEE ATTACHED FOR COMPLETE NAMED INSURED 5925 Carnegie Blvd, Suite 370 Charlotte NC 28209		<table border="1"> <tr> <th>INSURER #</th> <th>INSURER NAME</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A :</td> <td>Nautilus Insurance Company</td> <td>17370</td> </tr> <tr> <td>INSURER B :</td> <td>Great Divide Insurance Company</td> <td>25224</td> </tr> <tr> <td>INSURER C :</td> <td>Argonaut-Midwest Insurance Com</td> <td>19828</td> </tr> <tr> <td>INSURER D :</td> <td>PinnaclePoint Insurance Compan</td> <td>15137</td> </tr> <tr> <td>INSURER E :</td> <td></td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> <td></td> </tr> </table>		INSURER #	INSURER NAME	NAIC #	INSURER A :	Nautilus Insurance Company	17370	INSURER B :	Great Divide Insurance Company	25224	INSURER C :	Argonaut-Midwest Insurance Com	19828	INSURER D :	PinnaclePoint Insurance Compan	15137	INSURER E :			INSURER F :		
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COVERAGES **CERTIFICATE NUMBER:** 121176394 **REVISION NUMBER:**

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A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0		FFX202884615	4/15/2023	4/15/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
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ACORD 25 (2016/03)

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Affidavit of Actual / Estimated Cost of Investment in Equipment, Land & Other Facilities:

I affirm that Meridian Waste Florida, LLC has an estimated investment of \$4.75 million in solid waste collection equipment and office equipment and furnishings. The facility is leased; thus, no investment in land/facilities.

Mary M. O'Brien
Chief Marketing Officer
9-7-2023

Equipment Listing:

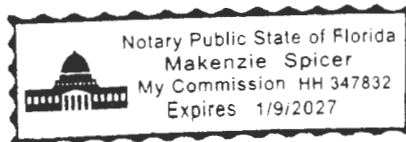
In addition to the below vehicle listing, Meridian Waste Florida, LLC has approximately 1500 frontload containers (2,4,6 & 8 yards), approximately 350 roll off containers (20, 30 & 40 yards) and 27,000 95-gallon roll carts.

Notary:

State of Florida
County of Walton

Sworn and subscribed to before me this 13th day of September 2023.

Notary Public



My Commission expires: 01/09/2027





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Facility	ID	Vehicle Type (Drop Down)	Location (Drop Down)	Mfg Year	Serial Number	In Service (Drop Down)	Vehicle Make
Nassau	404	Pick Up Truck	030 - JAX Hauling	2003	1FDAF56P53ED58556	In Service	FORD
Nassau	403	Pick Up Truck	030 - JAX Hauling	2022	1FTBF3ANXNED45842	In Service	FORD
Nassau	402	Service Truck	030 - JAX Hauling	2012	3C7WDNBL7CG226414	In Service	DODGE
Nassau	401	Pick Up Truck	030 - JAX Hauling	2018	1FTMF1E53JKD77853	In Service	FORD
Nassau	328	Rearload	030 - JAX Hauling	2019	2NP3LJ0X3NM714411	In Service	pete
Nassau	319	Rearload	030 - JAX Hauling	2019	2NP3LJ0X0MM734534	In Service	pete
Nassau	318	Rearload	030 - JAX Hauling	2022	2NP3LJ0X0NM768966	In Service	
Nassau	317	Rearload	030 - JAX Hauling	2019	2NP3LJ0X9LM651635	In Service	PETE
Nassau	316	Rearload	030 - JAX Hauling	2022	1M2TEZGC7NM007369	In Service	MACK
Nassau	315	Rearload	030 - JAX Hauling	2022	1M2TEZG3NM007370	In Service	MACK
Nassau	314	Rearload	030 - JAX Hauling	2022	1M2TEGCSNM007368	In Service	MACK
Nassau	313	Rearload	030 - JAX Hauling	2022	1M2TEGCSNM007373	In Service	MACK
Nassau	312	Rearload	030 - JAX Hauling	2008	2NPRLN0X78M751659	No	PETE
Nassau	310	Rearload	030 - JAX Hauling	2021	2NP3LJ0X0NM714415	In Service	PETE
Nassau	309	Rearload	030 - JAX Hauling	2017	3ALHCYF4JDJK5317	In Service	Freightliner
Nassau	308	Sideload	030 - JAX Hauling	2019	1M2TE1GCDKM002322	In Service	MACK
Nassau	307	Sideload	030 - JAX Hauling	2019	1M2AU02CSAM002326	In Service	MACK
Nassau	306	Rearload	030 - JAX Hauling	2010	1M2AU02CSAM004454	In Service	MACK
Nassau	304	Rearload	030 - JAX Hauling	2019	1M2AV02C9JM019200	In Service	MACK
Nassau	303	Rearload	030 - JAX Hauling	2018	1M2AV02C6JM019283	In Service	MACK
Nassau	302	Rearload	030 - JAX Hauling	2019	2NP3L J0X4KM605404	In Service	PETE
Nassau	301	Rearload	030 - JAX Hauling	2006	1M2K189CS6M031579	In Service	MACK
Nassau	300	Rearload	030 - JAX Hauling	2007	1M2AC04C37M001044	In Service	MACK
Nassau	207	Roll Off - Cable	030 - JAX Hauling	2018	1M2AX04C8JM037422	In Service	MACK
Nassau	206	Roll Off - Cable	030 - JAX Hauling	2014	1M2AX16COEM024561	In Service	MACK
Nassau	202	Roll Off - Cable	030 - JAX Hauling	2019	2NKHLJ0X6KM300708	In Service	KENWORTH
Nassau	115	Frontload	030 - JAX Hauling	2021	1M2TE2GCGMM006079	In Service	MACK
Nassau	112	Frontload	030 - JAX Hauling	2017	1M2AV02CXHM017353	In Service	MACK
Nassau	109	Frontload	030 - JAX Hauling	2011	3BPZL00X1BF115237	In Service	PETE
Nassau	106	Frontload	030 - JAX Hauling	2019	1M2TEIGCKM001394	In Service	MACK
Nassau	103	CD Truck	030 - JAX Hauling	2007	1HTMPAFM57H506080	In Service	INTERNATIONAL
Nassau	100	CD Truck	030 - JAX Hauling	1997	1HTSCABLXVH477530	In Service	INTERNATIONAL
Nassau	99	trailer	030 - JAX Hauling	2015	1A920026771369888		Trailer
Nassau	98	Trailer	030 - JAX Hauling	2019	1A920026771361098		Trailer



**CONTINUATION
CERTIFICATE**

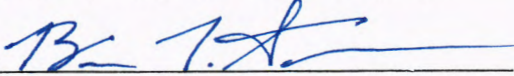


In consideration of the renewal premium charged, the term of Bond Number 800147897
in the sum of \$10,000.00, issued on behalf of Meridian Waste Florida, LLC,
as Principal, in favor of County of Nassau, FL, as Obligee,
is hereby continued in full force by **Atlantic Specialty Insurance Company**, as Surety, for the
period beginning 9/30/2023 and ending 9/30/2024.
This certificate is subject to the same terms and conditions as set forth in the aforementioned
bond.

This continuation certificate is executed upon the express condition that the surety's liability under
said bond, and any and all continuation certificates, shall not be cumulative and shall in no event
exceed the amount of said bond, as herein set forth, regardless of the number of periods the bond
is extended. The referenced bond shall be in full force and effect and subject to all its agreements,
limitations and conditions except as herein expressly modified.

SIGNED AND SEALED this 7th day of August, 20 23.

Atlantic Specialty Insurance Company

BY: 

Brook T. Smith, Attorney-In-Fact

OneBeacon Surety Group
One State Street Plaza, 31st Floor,
New York, NY 10004
onebeacon.com



Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Brook T. Smith, James T. Smith, Raymond M. Hundley, Jason D. Cromwell, James H. Martin, Deborah S. Neichter, Michele D. Lacrosse**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

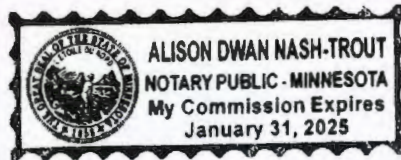
IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this twenty-seventh day of April, 2020.



By *Paul J. Brehm*
Paul J. Brehm, Senior Vice President

STATE OF MINNESOTA
HENNEPIN COUNTY

On this twenty-seventh day of April, 2020, before me personally came Paul J. Brehm, Senior Vice President of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, that he is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.



Alison Nash-Trout
Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 7th day of August 2023



Kara Barrow
Kara Barrow, Secretary

This Power of Attorney expires
January 31, 2025



State of Georgia
Department of Natural Resources
ENVIRONMENTAL PROTECTION DIVISION



PERMIT SOLID WASTE HANDLING

Permit No: **020-017D(MSWL)** Date: **June 3, 1996**

Major Modification No. **1**

Permittee: Name: **Camden County Board of Commissioners**

Address: **Post Office Box 99
Woodbine, Georgia 31569**

In accordance with the provisions of the Georgia Comprehensive Solid Waste Management Act, and the Rules promulgated pursuant thereto, this permit is issued for the following operation:

The Phase 2 horizontal and vertical expansion of the Camden County - SR 110 Municipal Solid Waste Landfill located at 5395 SR 110 Woodbine, Georgia 31569.

This permit is conditioned upon the permittee complying with the attached conditions of operation, which are hereby made a part of this permit.

All statements and supporting data submitted to the Environmental Protection Division of the Department of Natural Resources have been evaluated, considered and relied upon in the issuance of this permit.

This permit is now in effect; however, under Georgia Law it is subject to appeal for thirty (30) days following issuance, and is subject to modification or revocation on evidence of noncompliance with any of the provisions of the Georgia Comprehensive Solid Waste Management Act, or any of the Rules promulgated pursuant thereto; or with any representation made in the above mentioned application or the statements and supporting data entered therein or attached thereto; or with any condition of this permit.

Harold F. Reheis, Director
Environmental Protection Division



State of Georgia
Department of Natural Resources
ENVIRONMENTAL PROTECTION DIVISION
PERMIT



SOLID WASTE HANDLING

Permit No: **020-019D(C&D)**

Date: **June 17, 2003**

Permittee: Name: **Camden County Board of Commissioners**
Address: **Post Office Box 99**
Woodbine, Georgia 31569

In accordance with the provisions of the Georgia Comprehensive Solid Waste Management Act, and the Rules promulgated pursuant thereto, this permit is issued for the following operation:

Camden County – S.R. 110 Construction/Demolition/Industrial Waste Landfill located off S.R. 110, approximately ¾ mile north of S.R. 40 adjacent to Camden County S.R. 110 Municipal Solid Waste Landfill in Camden County.

This permit is conditioned upon the permittee complying with the attached conditions of operation, which are hereby made a part of this permit.

All statements and supporting data submitted to the Environmental Protection Division of the Department of Natural Resources have been evaluated, considered and relied upon in the issuance of this permit.

This permit is now in effect; however, under Georgia Law it is subject to appeal for thirty (30) days following issuance, and is subject to modification or revocation on evidence of noncompliance with any of the provisions of the Georgia Comprehensive Solid Waste Management Act, or any of the Rules promulgated pursuant thereto; or with any representation made in the above mentioned application or the statements and supporting data entered therein or attached thereto; or with any condition of this permit.

Harold F. Reheis, Director
Environmental Protection Division

Georgia Department of Natural Resources

Environmental Protection Division

Solid Waste Management Program

4244 International Parkway, Suite 104, Atlanta, Georgia 30354

Lonice C. Barrett, Commissioner

Harold F. Reheis, Director

(404)362-2692

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June 17, 2003

Mr. Barrett King, County Administrator
Camden County Board of Commissioners
Post Office Box 99
Woodbine, Georgia 31569

SUBJECT: Camden County – S.R.110 Construction/Demolition/Industrial Waste Landfill
Permit Number: 020-019D(C&D)

Dear Mr. King:

Your application for a Solid Waste Handling Permit for a Solid Waste Handling Facility has been reviewed and approved.

Your permit is attached and includes conditions and limitations for your operation.

Periodic inspection of your operation will be made by personnel of the Division. These inspections will be discussed with you or your personnel.

This permit is now in effect; however, under Georgia Law it is subject to appeal for thirty (30) days following issuance and is subject to modification or possible vacation if appealed. Should an appeal be received within the thirty (30) day appeal period, you will be immediately notified and further construction or operation under this permit may not be undertaken until such time as the appeals process is concluded.

If you have any questions regarding the permit, feel free to contact us at 404/362-2692.

Sincerely,



Harold C. Gillespie, P.E.

Program Manager

Solid Waste Management Program

DCE: camden.ltr

Attachments: Permit with conditions

CC: Honorable David L. Rainer
Jeffrey W. Cown
Coastal District EPD
Murray Griffin, P.E.
File (PER, DCE)

ENVIRONMENTAL PROTECTION DIVISION

DEPARTMENT OF NATURAL RESOURCES

STATE OF GEORGIA



PERMIT

SOLID WASTE HANDLING

Permit No: 020-017D(MSWL) Date: May 30, 1991
Permittee: Name: Camden County Board of Commissioners
Address: Post Office Box 99
Woodbine, Georgia 31569


In accordance with the provisions of the Georgia Comprehensive Solid Waste Management Act, and the Rules promulgated pursuant thereto, this permit is issued for the following operation:

A Municipal Solid Waste Landfill - Camden Co. - SR110 approximately 11 miles northwest of Kingsland and 2-2/3 miles north of the intersection of SR40 and SR110.

This permit is conditioned upon the permittee complying with the attached conditions of operation, which are hereby made a part of this permit.

All statements and supporting data submitted to the Environmental Protection Division of the Department of Natural Resources have been evaluated, considered and relied upon in the issuance of this permit.

This permit is now in effect; however, under Georgia Law it is subject to appeal for thirty (30) days following issuance, and is subject to modification or revocation on evidence of noncompliance with any of the provisions of the Georgia Comprehensive Solid Waste Management Act, or any of the Rules promulgated pursuant thereto; or with any representation made in the above mentioned application or the statements and supporting data entered therein or attached thereto; or with any condition of this permit.



Joe D. Tanner, Director
Environmental Protection Division
Department of Natural Resources

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Permit No: **020-017D(MSWL)**

Major Modification No. **1**

Issued to: **Camden County Board of Commissioners**

Conditions for Municipal Solid Waste Landfill:

1. The disposal facility shall be operated only under the direct supervision of an operator duly certified in accordance with Rule 391-3-4-.18.
2. Solid waste unloading shall be restricted to the working face of the operation in such a manner that waste may be easily incorporated into the municipal solid waste landfill with available equipment.
3. Solid waste shall be spread in uniform layers and compacted to its smallest practical volume before covering with earth.
4. A uniform compacted layer of clean earth cover at least six (6) inches in depth shall be placed over all exposed solid waste by the end of each day's operation, or more frequently as may be determined by the Division. In no case shall waste be left uncovered for more than 24 hours.
5. A uniform compacted layer of clean earth cover not less than one (1) foot in depth shall be placed over each portion of any intermediate lift following completion of that lift.
6. A uniform compacted layer of clean earth cover not less than two (2) feet in depth shall be placed over the final lift not later than one month following placement of solid waste within that lift.
7. All-weather access roads shall be provided to the disposal facility and provisions shall be made for prompt equipment repair or replacement when needed.
8. Access to the municipal solid waste landfill shall be limited to authorized entrances which shall be closed when the facility is not in operation.
9. The disposal facility shall be graded and drained to minimize runoff onto the municipal solid waste landfill, to prevent erosion and to drain water from the surface of the municipal solid waste landfill.
10. Scattering of wastes by wind shall be controlled by fencing or other barriers and the entire facility shall be policed daily.
11. Regulated quantities of hazardous wastes shall not be disposed of at this facility.
12. Suitable measures to control fires that may start shall be provided. Stockpiled soil is considered to be the most satisfactory fire fighting material.
13. The Design and Operational Plan submitted by the permittee and approved by the Division for this municipal solid waste landfill is hereby made a part of this permit and the municipal solid waste landfill shall be operated in accordance with the plan.
14. This permit shall become null and void one year from the effective date if construction of the permitted disposal facility has not commenced and the disposal operation has not commenced within two years from the effective date unless extended by the Director.
15. Before any waste is placed in the facility, the permittee shall fully satisfy all applicable financial responsibility requirements, as provided by Chapter 391-3-4-.13.
16. In accordance with O.C.G.A. 12-8-39 (a) and (b) the permittee shall provide a mechanism to collect a cost reimbursement fee upon each ton or the volume equivalent of a ton, of municipal solid waste received at the municipal solid waste disposal facility regardless of its source. A minimum of \$1.00 per ton or volume equivalent of the cost reimbursement fee shall be paid into

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a local restricted account and shall be used for solid waste management purposes only.

17. In accordance with O.C.G.A. 12-8-39(e), the permittee shall assess and collect on behalf of the EPD from each disposer of waste a surcharge of 50¢ per ton of solid waste disposed. Surcharges assessed and collected shall be due to the Environmental Protection Division on the first day of July of each year.
18. The Permittee shall maintain compliance with the Rules for Solid Waste Management by accomplishing the following activities according to the specific dates:
 - a) The Permittee shall compile and submit quarterly reports of all solid waste disposed at the facility no later than the 30th day after the beginning of each calendar quarter in accordance with Solid Waste Rule 391-3-4-.17(1).
 - b) The Permittee shall report on July 1 of each year the remaining capacity of the facility, the rate of filling, and the estimated completion date of the facility, in accordance with Solid Waste Rule 391-3-4-.17(3).
 - c) The Permittee shall obtain the appropriate NPDES Pretreatment Permit for the discharge of leachate to an off-site facility prior to the receipt of any waste for disposal.
 - d) The permittee shall demonstrate that the liner and leachate collection system is constructed with at least a five foot separation between the synthetic liner and the seasonal high groundwater table.
 - e) The permittee shall provide a mechanism to demonstrate that the liner and leachate collection constructed will maintain less than a 30-cm depth of leachate over the liner.



State of Florida



Department of State

I certify the attached is a true and correct copy of the Articles of Organization of MERIDIAN WASTE FLORIDA, LLC, a limited liability company organized under the laws of the state of Florida, filed on May 2, 2018, as shown by the records of this office.

I further certify the document was electronically received under FAX audit number H18000137790. This certificate is issued in accordance with section 15.16, Florida Statutes, and authenticated by the code noted below.

The document number of this limited liability company is L18000107054.

Authentication Code: 918A00009077-050318-L18000107054-1/1

Given under my hand and the Great Seal of the State of Florida, at Tallahassee, the Capital, this the Third day of May, 2018



Ken Detzner
Ken Detzner
Secretary of State