

**REQUEST FOR PROPOSALS  
FOR  
CONSULTING SERVICES  
FOR THE PREPARATION OF  
A REGIONAL SOLID WASTE AND RECYCLING  
MASTER PLAN**

**SOLID WASTE DISPOSAL AND  
RECYCLABLE MATERIALS PROCESSING AUTHORITY  
OF BROWARD COUNTY, FLORIDA**

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RECYCLABLE MATERIALS PROCESSING AUTHORITY  
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The Solid Waste Disposal and Recyclable Materials Processing Authority of Broward County, Florida (“Authority”) is currently soliciting this Request for Proposals (“RFP”), for consulting firms to prepare a Regional Solid Waste and Recycling Master Plan (“Master Plan”).

**A. GENERAL**

The purpose of the Master Plan is to provide the Authority with detailed recommendations concerning operations, facilities (including facility type, size, placement, etc.), and funding needed to create a regional solid waste and recycling system (“System”) that is environmentally sustainable, transparent, innovative, and economically efficient in its approach to disposal, reduction, reuse, and recycling of the waste generated across Broward County, Florida (“County”).

Formal sealed proposals will be accepted no later than the **written date and time indicated “Submittal Deadline”** unless otherwise indicated by addenda.

Interested proposers must submit sealed proposal packages by mail or in person to:

**Solid Waste Disposal and Recyclable  
Materials Processing Authority of Broward County, Florida  
Governmental Center, Suite 122  
115 South Andrews Avenue  
Fort Lauderdale, Florida 33301**

To be eligible for selection consideration, a submittal package must contain all documentation detailed in Section C, Evaluation Criteria and Section D, “Instructions to Vendors – RFP”. Proposers must submit fifteen (15) original printed package and one (1) electronic copy provided by email attachment, three (3) flash drives, or cloud storage link. The printed document shall be enclosed in a sealed envelope/box and be plainly marked on the upper left-hand corner with the name and address of the Consultant and bear the following title: **Solid Waste Disposal and Recyclable Materials Processing Authority of Broward County “RFP – CONSULTING SERVICES FOR THE PREPARATION OF A REGIONAL SOLID WASTE AND RECYCLING MASTER PLAN.”**

The electronic copy should be identical to the original printed package in natively converted PDF format and include “RFP – Regional Solid Waste and Recycling Master Plan” in the document title. If any discrepancies, the hardcopy submittal prevails. Emailed copy or cloud link should be sent to MLTighe@browardleague.org. Flash drives should be submitted with sealed hard copies.

All costs of preparation of Proposal Documents will be borne by the Proposer.

**It is the sole responsibility of proposing firms to ensure that their submittal is received in a timely manner. Any proposal package submitted past the Submittal Deadline and/or submitted to other locations or offices shall be deemed non-responsive and will be rejected.**

**Questions and Answers:** The Authority provides a specified time for Vendors to ask questions and seek clarification regarding the requirements of the solicitation. All questions or clarification inquiries must be submitted through **Periscope S2G** by the date and time referenced in the solicitation document (including any addenda). The Authority will respond to all questions via **Periscope S2G**.

**CCNA:** Pursuant to Section 287.055, Florida Statutes, Consultants’ Competitive Negotiation Act (CCNA) applies to this procurement. In a CCNA solicitation, price will not be considered in the final evaluation and ranking of the qualified firms. Agreement is anticipated to be negotiated based on either a maximum not-to-exceed or lump-sum basis, depending on the Authority’s best interest.

**County/State License Requirements:** In order to be considered a responsible Vendor for the scope of work set forth in this solicitation, the Vendor must possess a specified license at the time of submittal. Refer to Section D, Instructions to Vendors, 2. Responsibility, d. Licensing.

**In accordance with Section 287.05701, Florida Statutes, the Authority may not request documentation or consider a vendor’s social, political, or ideological interests when determining if the vendor is a responsible vendor or give preference to a vendor based on the vendor’s social, political, or ideological interests.**

**Review of Master Plan recommendations:** Recommendations provided by the successful Vendor will be reviewed by the Authority and, upon approval, could result in subsequent competitive procurements for future implementation. The Authority reserves the right to review those future procurements, on a case-by-case basis, for potential conflicts in interest with the awarded Master Plan Vendor, and if a conflict is determined to exist, in the sole judgement of the Authority, the Authority may prohibit the awarded Master Plan Vendor from proposing on such procurements in the future.

## **B. SCOPE OF WORK**

### **I. BACKGROUND**

In 2017, Broward County, Florida (“County”) and several municipalities commissioned a Solid Waste and Recycling Issues Study (“Arcadis Study”), which was prepared by Arcadis and provided recommendations on various matters, including reaching a 75% countywide recycling goal, retaining ownership of public land for the construction of solid waste or recycling facilities, and other supplemental approaches to solid waste management. In response to recommendations provided in the Study, a Solid Waste Working Group (“SWWG”) was established, consisting of eight municipal members and one County member, to develop a regional approach to managing solid waste and recycling.

As a result of the hard work of the SWWG over the past three years, an interlocal agreement (“ILA”) creating the Solid Waste and Recyclable Materials Processing Authority of Broward County, Florida (“Authority”) was presented to all municipalities in Broward County in the Summer of 2023. Twenty-eight municipalities and the County have signed on to the ILA and agreed to participate in the Authority.

Through the SWWG, the County and municipalities have commissioned waste generation and waste composition studies (“Waste Studies” and, together with the Arcadis Study “Studies”) that are in their final stages of completion. To further this work and the Authority’s mission, the Authority now desires to procure consultant services to prepare a Regional Solid Waste and Recycling Master Plan (“Master Plan”) as detailed in the proposed scope of work below. To the extent data from the aforementioned Studies, together with any other studies or information from the County and municipalities, are made available, the consultant developing the Master Plan will consider such information in its recommendations.

The purpose of this Master Plan is to provide the Authority with detailed recommendations concerning operations and facilities (including facility type, size, placement, etc.) needed to create a regional solid waste and recycling system (“System”) that is environmentally sustainable, transparent, innovative, and economically efficient in its approach to disposal, reduction, reuse, and recycling of the waste generated across Broward County.

### **II. DEADLINES FOR COMPLETION OF TASKS**

Time is of the essence for this project. Consultant shall complete tasks within the following deadlines:

- Tasks 1 through 10 within 180 calendar days from the Notice-to-Proceed.
- Task 11 within 30 business days after preparation of draft Master Plan, pursuant to Task 10.

- Task 12 shall be completed within 30 business days after the final workshop held pursuant to Task 11.
- Tasks 13 through 16 are additional services that may be performed by Consultant if requested by the Authority through its Executive Director as “Contract Administrator” via issuance of Work Authorizations.

### **III. BASIC SERVICES**

Consultant shall complete the following tasks within the timelines specified above. Prior to beginning work on each task, Consultant shall communicate its understanding of the relevant deliverables for Contract Administrator’s approval.

#### **TASK 1 - PROJECT INTRODUCTION**

To ensure common expectations between the parties, Consultant shall provide a summary outlining the various topics it understands to be necessary for inclusion in the Master Plan or completion of the following tasks, including without limitation:

- a) Overview,
- b) Outcome of the Studies,
- c) Consultant’s approach to developing the Master Plan,
- d) Sources of data Consultant intends to utilize,
- e) Authority’s intended use for the Master Plan,
- f) Resources necessary to operate the System,
- g) Regulatory requirements for managing and reducing waste across Broward County.
- h) Public engagement process.

The Authority will either approve or return this summary, with clarifications, for further revision by Consultant.

#### **TASK 2 – PROJECT KICK-OFF MEETING**

A project kick-off meeting with the Authority’s Executive Director (the “Contract Administrator”), together with members of the Executive Committee, members of the Authority’s Technical Advisory Committee (“TAC”), and the public within two weeks after the issuance of the Notice-To-Proceed. No quorum of the Executive Committee nor the TAC need be present for such meeting. The roles and expectations of the Authority will be discussed. Lines of communication between the Authority and the Consultant staff will be established. Within five working days after the project kickoff meeting, Consultant shall prepare a schedule for completion of this scope of work within the allowed time.

### **TASK 3 – EVALUATE EXISTING SOLID WASTE DISPOSAL AND RECYCLING PROCESSES AND RESOURCES IN BROWARD COUNTY**

- 3.1 Examine current processes for collecting, transporting, recycling, and disposal of solid waste generated in Broward County. Provide synopsis on various processes currently utilized by the County and its municipalities. Consultant shall draw from key sources including, without limitation, the Studies, other studies or information provided by municipalities and County, surveys, information submitted by County to the Florida Department of Environmental Protection for its annual reporting, and other sources of data identified or approved by Contract Administrator.
- 3.2 Provide a summary on how solid waste and recyclable materials are managed and flow through various infrastructures from generation point to final disposition. Information should be categorized by composition including municipal solid waste, household hazardous waste, electronics, compositable materials, disaster debris, recovered materials, construction and demolition debris, and bulky waste and by sectors where possible. Consultant will obtain Contract Administrator’s prior written approval regarding the specific categories of waste to be considered.
- 3.3 Evaluate existing solid waste infrastructure, including, without limitation, public and private waste landfills, processing facilities, incinerators, transfer stations, and recycling facilities utilized to process Broward waste. Evaluation must include without limitation:
  - a) Facility location, size and materials accepted,
  - b) Facility capacity and throughput,
  - c) Existing Facilities agreements limiting use and capacity,
  - d) Remaining permitted life, and
  - e) Land ownership and uses.
- 3.4 Identify potential impediments to addressing solid waste and recycling efforts including, among other things, facility capacity, limitation in processing throughput, funding, availability of suitable land, commercial recycling flow control, and transportation logistics.

### **TASK 4 – FINANCIAL OVERVIEW**

- 4.1 Utilizing existing information from the Studies, other studies, information and data from the County and municipalities, provide an overview of the local economic environment affecting solid waste disposal and recycling. Include current financial obligations to provide waste processing and disposal by the County and municipalities, including franchise agreements, funds needed to setup the System, annual operation and staffing

costs and any other relevant cost figures. Consultant will work with Contract Administrator to define the specific research question(s) to be answered in this subtask.

- 4.2 Compare local tipping fees, processing fees, market prices for recovered materials, and additional pertinent information in relation to the overall economic landscape.
- 4.3 Provide matrix of regional pricing against other counties of similar size. Review budgets attributed to solid waste and recycling. Examine opportunities for economies of scale and collaboration to minimize processing, transportation, disposal, and other pricing equivalences.

#### **TASK 5 - FUTURE NEEDS ASSESSMENT**

- 5.1 Examine the projected growth of Broward County population and waste generation. Provide population and solid waste material generation estimates at 5, 10, 20, 30, 40, and 50-year intervals.
- 5.2 Offer scenarios that effectively provide for future solid waste and recovered materials processing capacity and needs. List the number and types of facilities needed to effectively process future waste volumes, including incineration, recycling processing facilities, composting, landfills, transfer stations, and public drop-off locations. This subtask shall include recommendations concerning, without limitation, the following:
  - a) Number of transfer stations (or other facilities) needed to ensure transportation and other costs are comparable across Broward County,
  - b) Where such facilities will likely need to be located relative to various population and commercial centers to ensure transportation and other costs are comparable across Broward County, and
  - c) Strategies to ensure all waste is either recycled, recovered, composted or incinerated.
- 5.3 Compare Single Stream and Multi Stream Recycling, taking into consideration the constraints of nearby recycling and materials processing facilities. Examine the feasibility and costs including and without limitation of replacement carts, specialized collection trucks, and educational programs if being considered.
- 5.4 Provide conceptual-level construction costs and implementation timeline estimates based on the various scenarios to effectuate future solid waste and recovered materials processing. Include estimated timelines to fund, construct and make operational. Include options that integrate technologies that align with recycling and sustainability goals. Facility evaluation should include, without limitation:

- a) Single Stream Recycling Facility,
- b) Multi Stream Recycling Facility,
- c) Mixed Bulky Waste/Yard Trash/Construction, Household hazardous materials, electronics, and Demolition Debris,
- d) Yard Trash Mixed Waste Processing Facility,
- e) Organics Processing Facility, excluding Yard Trash,
- f) New Waste-to-Energy Facility,
- g) Waste-to-Energy Expansion with additional Boiler Units, and
- h) Transfer Stations.
- i) Anaerobic Digestion, and paralysis technology,
- j) Plasma gasification,
- k) Mechanical biological treatment, and
- l) Potential for public drop-off/pick-up for applicable facilities

This subtask must include projections of revenues necessary to operate the System, including the amount of, and methodology to calculate, reserve funds needed to cover any and all applicable costs for closure, long-term care, perpetual maintenance, and potential remediation related to all facilities.

- 5.5 Provide policies and strategies on waste reduction, diversion, composting and recycling to enhance sustainability efforts. Strategies may include educational uniformity, marketing campaigns, diversion programs, zero-waste strategies, composting, anerobic digestion and utilization of alternative technologies. Identify opportunities to increase recycling for commercial, industrial, construction, and multifamily sectors and yard waste.
- 5.6 Review alternative waste diversion programs, alternatives, options, or improvements to meet the State of Florida’s 75% recycling goal.
- 5.7 Develop financial evaluations for future capacity needs. Include information on current available resources as well as provide:
  - a) Financial forecasts of future rates needed to fund System,
  - b) Implementation timelines for special assessments, rates, or charges,
  - c) Debt service,



- d) Available grants or federal funding, and
  - e) Return on Investment projections.
- 5.8 Compare costs and revenue projections with Miami-Dade and Palm Beach counties, highlighting differences from owning assets, public/private partnerships, or through contracted arrangements. Land acquisition, facility construction and operational costs must be included in this projection.

**TASK 6 – REGULATORY REQUIREMENTS AND POLICY REVIEW**

- 6.1 Review of current ordinances, statutes, rules, regulations, and goals at the federal, state, and local levels related to the implementation of solid waste processing and recycling efforts. Identify any regulatory actions or expected regulatory changes affecting the manner in which the System will need to dispose, process, or divert particular waste types.
- 6.2 Review and provide impacts of implementing economic or regulatory flow control. Compare and contrast the two options including, without limitation, the benefits with implementing either one or both in view of constructing, operating, and funding specific facility types.
- 6.3 Provide an overview of effectively siting new facilities to meet future processing and disposal needs. Examine and identify possible logistical or regulatory constraints based on size and type of proposed facility.

**TASK 7 – RECOMMENDATIONS AND FINDINGS**

- 7.1 Review potential sites for future solid waste and recycling facilities that provide sufficient capacity and are economically located for all Broward County stakeholders. Include utilization options for the Alpha 250 parcel of land. Contract Administrator will provide Consultant with materials containing the history of the Alpha 250 parcel of land.
- 7.2 Provide recommendations for maintaining existing infrastructure, expanding operations to support a countywide solid waste management system, and examine potential collaboration with neighboring counties.
- 7.3 Rank scenarios developed in Task 5 based on the factors such as cost impacts on goals such as recycling, reuse, diversion from landfills, zero-waste strategies, market risks, environmental impacts, safety, and most efficient processing of solid waste and increasing recycling.
- 7.4 Examine opportunities for regional partnerships to realize economies of scale advantages.

- 7.5 Review feasibility, advantages, and disadvantages of expanding the WIN Waste Innovations/Wheelabrator South Broward facility to include a 4<sup>th</sup> boiler. Compare and contrast findings against the lifetime costs and benefits of constructing a new waste-to-energy facility at the same location or other reasonable alternatives.

#### **TASK 8 – IMPLEMENTATION PLAN AND TIMELINES**

- 8.1 Consultant must obtain written approval from Contract Administrator regarding Consultant’s proposed contents of an implementation plan before proceeding to subtasks 8.2 through 8.4.
- 8.2 Establish a timeline of available solid waste facilities and the phasing in of various municipal waste streams based on the termination dates of franchise agreements.
- 8.3 Review potential opportunities to include spot market waste as part of the phasing schedule relative to capacity until all System waste is available.
- 8.4 Provide recommendations for the flow of municipal waste to various solid waste facilities and transfer station locations.

#### **TASK 9 – EDUCATION AND OUTREACH**

- 9.1 Provide best practices for encouraging recycling, waste reduction, and waste diversion. Outline objectives that support the U.S. Environmental Protection Agency’s waste management hierarchy (reduce, reuse, recycle/compost, recover/energy from waste, dispose/landfill). This subtask shall include recommendations for strategies, services, and programs to address waste reduction as well as recyclable materials and recovered materials processing, and appropriate public education regarding same.
- 9.2 Identify best practices for use of multi-lingual communications delivering unified message to the public on sustainability, recycling best practices, and the System.
- 9.3 Explore opportunities to partner with all schools located in Broward County to provide a unified recycling message.
- 9.4 Explore opportunities to effectively communicate and encourage recycling for commercial businesses and multifamily residences, using multi-lingual communication.

#### **TASK 10 – PREPARATION OF DRAFT MASTER PLAN**

An initial draft of the Master Plan shall be submitted to the Authority and TAC for review. A meeting shall be scheduled with the Authority and TAC to review the findings and provide direction to Consultant regarding the incorporation of comments from the Authority and TAC into a Draft Master Plan. The Draft Master Plan should be available electronically to be posted on a website to enable the public to digitally provide comments.

### **TASK 11 – CONDUCT WORKSHOPS**

A minimum of four (4) workshop public meetings are to be held to discuss the findings of the Draft Master Plan. The first workshop will be held with members of the Authority, TAC, and relevant County and municipal staff, at which a quorum is not necessary. A second workshop will be held with the Broward League of Cities, consisting of all municipal elected officials in Broward County, at which a quorum of elected official is not required. The last two workshops with the general public, the date, time and location of which shall be determined by the Chair, with at least one such workshop being held in the evening, with the availability of the public to participate virtually and with multi-lingual capabilities if requested.

### **TASK 12 – PREPARATION OF FINAL MASTER PLAN**

Consultant shall incorporate comments from the two workshops into the final Master Plan. The final Master Plan shall include an outline of implementation steps for the recommended alternative(s). The Master Plan will be finalized by Consultant within 30 working days after the final workshop.

## **IV. ADDITIONAL SERVICES**

Consultant shall undertake the following tasks only after the issuance of a Work Authorization by the Authority. Each such Work Authorization shall contain a specific scope, budget, and deadline(s) for the relevant services.

### **TASK 13 – DEVELOP PLAN OF OPERATIONS**

- 13.1 Identify participants for the System, including the operation and roles. Including municipal partners, private industry, and specific facilities.
- 13.2 Provide the latest safety procedures for the operation and maintenance of equipment for each proposed facility.
- 13.3 Identify the most effective and efficient hours of operations for the facilities, downtime, maintenance periods, and flow of traffic.
- 13.4 Establish a billing structure for all participants (including haulers). Provide a uniform method for all participants to be identified and recorded at all disposal facilities.
- 13.5 Provide a basis for regularly scheduled inspection of solid waste and recycling facilities to ensure compliance and efficiency.

### **TASK 14 – FACILITY MAINTENANCE**

Identify the cost and time associated with maintaining proposed facilities, including, among other things, purchase costs for land, equipment, and rolling stock for ongoing maintenance and closure of potential facilities to be included in the System as publicly owned assets.

### **TASK 15 – IDENTIFY INNOVATIVE AND FUTURE TECHNOLOGIES (Software & Hardware)**

Identify the latest technologies for disposal and recycling facility operations, including reporting, automation, and staffing. Provide alternative options for collection, processing, and disposal.

### **TASK 16 – HIGHLIGHT NATURAL AREAS NEAR FACILITIES**

Identify natural areas in proximity to proposed facilities to expand on educational opportunities. Include an overview on how wetlands, trails, and parks can be integrated with solid waste and recycling facilities as passive learning centers.

## **C. EVALUATION CRITERIA**

### **1. Ability of Professional Personnel: (Maximum 30 Points)**

**a:** Describe the qualifications and relevant experience of the Vendor’s Project Manager and all key staff, including subconsultants, (“Project Team”) that are intended to be assigned to this project. Include resumes for the Project Manager and all key staff described, including location of their office.

**b:** Further describe Vendor’s proposed Project Team, if any, and their experience as it directly relates to Master Plan preparation. Include specific project examples and the role(s) played. Indicate whether Vendor, or any of the subconsultants in the Project Team is a certified minority business enterprise.

**c:** Provide an organizational chart of the Project Team and identify individuals with Professional Licensure.

### **2. Project Approach: (Maximum 25 Points)**

**a:** Describe the Vendor’s approach and understanding of the project scope, including willingness and ability to complete the project within the time period described in the Scope of Work.

**b:** Describe the specific approach for providing a planning document with recommendations for solid waste and recycling improvements for the current condition and for the future years 5, 10, and 20-year intervals.

**c:** Describe potential impediments to addressing solid waste and recycling efforts including, among other things, facility capacity, limitation in processing throughput, funding, availability of suitable land, and transportation logistics.

**d:** Describe the approach to using local tipping fees, processing fees, market prices for recovered materials, and additional funding sources that could be utilized to fund the construction, operation, and maintenance of the System.

e: Describe Vendor's approach to developing a comprehensive Capital Improvement Plan (CIP) that will identify the needs for inspections, upgrades, and replacement of existing assets.

**3. Past Performance: (Maximum 30 Points)**

a: Describe the prime Vendor's experience on projects of similar size, nature, scope, and duration, involving preparation of a solid waste and/or recycling master plans. For each project described, identify the prime Vendor's role (ex. prime consultant or subconsultant) and the Vendor's participation (ex. discipline, expertise, and/or work element). Include description of satisfactory completion, both on time and within budget, for projects completed within the past ten years. Provide projects with references.

Vendors should provide references for similar work performed to show evidence of qualifications and previous experience on the **Vendor Reference Form included as Exhibit "B"** attached hereto.

b: Describe any proposed subconsultants' experience on a minimum of two projects of a similar nature to their intended participation scope and duration for the past five years. For each project listed, identify the subconsultants' role as a prime consultant or as a subconsultant and identify their involvement on a project in terms of discipline, expertise, and work element.

**4. Workload of the Firm: (Maximum Points 15)**

For the Vendor only (not any subconsultants), list all completed and active projects that Vendor has managed within the past ten years. In addition, list all projected projects that Vendor will be working on in the near future. Projected projects will be defined as a project(s) that Vendor is awarded a contract but the Notice to Proceed has not been issued. Identify any projects that Vendor worked on concurrently. Describe Vendor's approach in managing these projects. Were there or will there be any challenges for any of the listed projects? If so, describe how Vendor dealt or will deal with the projects' challenges.

**D. INSTRUCTIONS TO VENDORS**

**Vendors are instructed to read and follow the instructions carefully, as any misinterpretation or failure to comply with instructions may lead to a Vendor's submittal being rejected.**

**1. Responsiveness Criteria:**

A Responsive (Vendor) means a vendor who submits a response to a solicitation that is determined meets all requirements of the solicitation.

**The required information and applicable forms must be submitted with solicitation response, in hard copy and electronically by email attachment, flash drive or cloud link by the solicitation's due date and time. Failure to timely submit may result in Vendor**

**being deemed non-responsive.** The Authority reserves the right to waive minor technicalities or irregularities as is in the best interest of the Authority.

Below are standard responsiveness criteria.

**a. Forms**

Submit all applicable Forms attached as Exhibits to this RFP.

**b. Addenda**

The Authority reserves the right to amend this solicitation prior to the due date and time specified in the solicitation. Any change(s) to this solicitation will be conveyed through the written addenda process. Only written addenda will be binding. Vendor must follow the instructions carefully and submit the required information and applicable forms, or acknowledge addendum, in the hard copy of the proposal and electronically. It is the Vendor's sole responsibility to monitor the solicitation for any changing information, prior to submitting their solicitation response.

**2. Responsibility Criteria:**

A Responsible (Vendor) means a vendor who is determined to have the capability in all respects to perform fully the requirements of a solicitation, as well as the integrity and reliability that will ensure good faith performance.

When making determinations of responsibility, the Executive Committee may request additional information from any vendor on matters that may affect a vendor's responsibility. The failure of a vendor to provide information requested by may result in a determination of non-responsibility. In addition, a vendor may submit information regarding its responsibility; provided, however, that such information shall not be considered if it contradicts or materially alters the information provided by the vendor in its original response to the solicitation. Failure to provide any of this required information and in the manner required may result in a recommendation by the Executive Committee that the Vendor is non-responsible.

Below are standard responsibility criteria.

**a. Litigation History**

- i. All Vendors are required to disclose to the Authority all "material" cases filed, pending, or resolved during the last three (3) years prior to the solicitation response due date, whether such cases were brought by or against the Vendor, any parent or subsidiary of the Vendor, or any predecessor organization. Additionally, all Vendors are required to disclose to the Authority all "material" cases filed, pending, or resolved against any principal of Vendor, regardless of whether the principal was associated

with Vendor at the time of the “material” cases against the principal, during the last three (3) years prior to the solicitation response.

A case is considered to be “material” if it relates, in whole or in part, to any of the following:

- a) A similar type of work that the vendor is seeking to perform for the Authority under the current solicitation;
  - b) An allegation of fraud, negligence, error or omissions, or malpractice against the vendor or any of its principals or agents who would be performing work under the current solicitation;
  - c) A vendor’s default, termination, suspension, failure to perform, or improper performance in connection with any contract;
  - d) The financial condition of the vendor, including any bankruptcy petition (voluntary and involuntary) or receivership; or
  - e) A criminal proceeding or hearing concerning business-related offenses in which the vendor or its principals (including officers) were/are defendants.
- ii. For each material case, the Vendor is required to provide all information identified in the **Litigation History Form attached hereto as Exhibit “D”**. Additionally, the Vendor shall provide a copy of any judgment or settlement of any material case during the last three (3) years prior to the solicitation response. Redactions of any confidential portions of the settlement agreement are only permitted upon a certification by the Vendor that all redactions are required under the express terms of a pre-existing confidentiality agreement or provision.
  - iii. The Executive Committee will consider a Vendor’s litigation history information in its review and determination of responsibility.
  - iv. If the Vendor is a joint venture, the information provided should encompass the joint venture and each of the entities forming the joint venture.
  - v. Failure to disclose any material case, including all requested information in connection with each such case may result in the Vendor being deemed non-responsive.

#### **b. Financial Information**

- i. All Vendors are required to submit the Vendor’s financial statements by the due date and time specified in the solicitation, to demonstrate the Vendor’s financial capabilities.

- ii. Each Vendor shall submit its most recent two years of financial statements for review. Financial statements are not required to be audited financial statements. The annual financial statements shall be in the form of:
  - a) Balance sheets, income statements and annual reports; or
  - b) Tax returns; or
  - c) SEC filings.

If tax returns are submitted, ensure it does not include any personal information (as defined under Section 501.171, Florida Statutes), such as social security numbers, bank account or credit card numbers, or any personal pin numbers. If any personal information data is part of financial statements, redact information prior to submitting a response to the Authority.

- iii. If a Vendor has been in business for less than the number of years of required financial statements, then the Vendor must disclose all years that the Vendor has been in business, including any partial year-to-date financial statements.
- iv. Any claim of confidentiality on financial statements should be asserted at the time of submittal. Refer to Standard Instructions to Vendors, Confidential Material/Public Records and Exemptions for instructions on submitting confidential financial statements. The Vendor's failure to provide the information as instructed may lead to the information becoming public.
- v. Although the review of a Vendor's financial information is an issue of responsibility, the failure to either provide the financial documentation or correctly assert confidentiality claim pursuant to the Florida Public Records Law and the solicitation requirements (Confidential Material/ Public Records and Exemptions section) may result in a recommendation of non-responsiveness.

### **c. Authority to Conduct Business in Florida**

- i. A Vendor must have the authority to transact business in the State of Florida and be in good standing with the Florida Secretary of State. For further information, contact the Florida Department of State, Division of Corporations.
- ii. The Authority will review the Vendor's business status based on the information submitted in the **Vendor Questionnaire and Standard Certifications attached as Exhibit "A"** to this RFP.
- iii. It is the Vendor's sole responsibility to comply with all state and local business requirements.



- iv. Vendor should list its active Florida Department of State Division of Corporations Document Number (or Registration No. for fictitious names) in the **Vendor Questionnaire and Standard Certifications attached as Exhibit "A"**.
- v. If a Vendor is an out-of-state or foreign corporation or partnership, the Vendor must obtain the authority to transact business in the State of Florida or show evidence of application for the authority to transact business in the State of Florida, upon request of the Authority.
- vi. A Vendor that is not in good standing with the Florida Secretary of State at the time of a submission to this solicitation may be deemed non-responsive.
- vii. If successful in obtaining a contract award under this solicitation, the Vendor must remain in good standing throughout the contractual period of performance.

**d. License Requirements**

- i. Vendor should submit satisfactory proof of licensing with its submittal. If not provided with the submittal, the Vendor must submit such proof within three (3) business days of the Authority's request. Vendors may be deemed non-responsive for failure to fully comply within the stated timeframes.
- ii. To be considered a responsible and responsive Vendor for the scope of work set forth in this solicitation, Vendor must possess one of the following licenses (including any State registration) at the time of submittal. Any certificate of competency that meets or exceeds the licensing requirements specified herein, as determined in the sole and absolute discretion of the Executive Committee, will be considered responsible and responsive to the licensing requirements of this solicitation.

**STATE OF FLORIDA: PROFESSIONAL ENGINEER**

All work performed for this solicitation must be performed by a licensed contractor or subcontractor.

**e. Insurance Requirements**

The **Insurance Requirement Form attached as Exhibit "C"** to this RFP reflects the insurance requirements deemed necessary for this project. While it is not

necessary to have this level of insurance in effect at the time of solicitation response, all Vendors are required to either submit insurance certificates indicating that the Vendor currently carries the level insurance coverages or submit a letter from the insurance carrier indicating Vendor can obtain the required insurance coverages.

### **3. Vendor Questionnaire and Standard Certifications**

Vendors are required to submit detailed information on their firm and certify the below requirements. Refer to the **Vendor Questionnaire and Standard Certification attached as Exhibit "A"** to this RFP and submit as instructed.

- a.** Non-Collusion Certification
- b.** Public Entities Crimes Certification
- c.** Scrutinized Companies List Certification

### **4. Standard Agreement Language Requirements**

The acceptance of or any exceptions taken to the terms and conditions of the Authority's Agreement shall be considered a part of a Vendor's solicitation response and will be considered by the Executive Committee.

- a.** The applicable **Form of Agreement terms and conditions and Agreement Exception Form for this solicitation are attached to this RFP as Exhibit "E"**.
- b.** Vendors are required to review the applicable terms and conditions and submit the **Form of Agreement and Agreement Exception Form attached as Exhibit "E"** to this RFP. The completed form should be submitted with the solicitation response. If not submitted with solicitation response, it shall be deemed an affirmation by the Vendor that it accepts the contract terms and conditions stated in the solicitation.
- c.** If exceptions are taken, the Vendor must specifically identify each term and condition with which it is taking an exception. Any exception not specifically listed is deemed waived. Simply identifying a section or article number is not sufficient to state an exception. Provide either a redlined version of the specific change(s) or specific proposed alternative language. Additionally, a brief justification specifically addressing each provision to which an exception is taken should be provided.

- d. Submission of any exceptions to the Agreement does not denote acceptance by the Authority. Furthermore, taking exceptions to the Authority's terms and conditions may be viewed unfavorably by the Executive Committee and ultimately may impact the overall evaluation of a Vendor's submittal.

**5. Cone of Silence**

- a. The Authority has adopted the following Cone of Silence requirements with respect to this RFP. The Cone of Silence prohibits all communications, oral or written, relating to a competitive solicitation among vendors/vendor representatives, Authority members and members of the Authority's Technical Advisory Committee ("TAC") while the Cone is in effect. Additionally, communication is permitted at pre-bid conferences and negotiation meetings, as applicable.
- b. The Cone of Silence begins upon RFP advertisement. The Cone of Silence terminates when the solicitation is awarded, all responses are rejected, or the Authority takes other action which ends the solicitation.
- c. Any violations of the Code of Silence at the sole discretion of the Authority may void an award of this competitive solicitation.

**6. Evaluation Criteria**

- a. The Executive Committee will evaluate Vendors as per the **Evaluation Criteria** set forth in Section C hereof. The Authority reserves the right to obtain additional information from a Vendor.
- b. The Authority is not required to request, consider, or analyze Vendor's Evaluation Criteria responses received after the solicitation response due date; however, the Authority reserves the right to obtain clarifying information from a Vendor in writing for the Executive Committee.
- c. The following shall apply:
  - i. The Executive Committee may shortlist three or more of the most qualified firms prior to the Final Evaluation.
  - ii. The Evaluation Criteria identifies points available; a total of 100 points is available.
  - iii. After completion of scoring, the Executive Committee may negotiate pricing as in best interest of the Authority.

## **7. Presentations**

Vendors that are determined to be both responsive and responsible to the requirements of the solicitation and/or shortlisted (if applicable) will have an opportunity to make an oral presentation to the Executive Committee on the Vendor's approach to this project and the Vendor's ability to perform. The Executive Committee may provide a list of subject matter for the presentation. All Vendor's will have equal time to present but the question-and-answer time may vary.

In accordance with Section 286.0113 of the Florida Statutes, and the direction of the Authority, presentations during Executive Committee Meetings are closed. Only the Executive Committee members, Authority staff and the vendor and their team scheduled for that presentation will be present in the meeting during the presentation and subsequent question and answer period. Subconsultants partnering with multiple prime vendors may only be present during one presentation/question and answer session.

## **8. Questions, Requests for Clarification, Additional Information**

- a.** The Executive Committee members may ask questions, request clarification, or require additional information of any Vendor's submittal or proposal. It is highly recommended Vendors attend such meeting to answer any questions (if requested), including a Vendor representative that has the authority to bind.
- b.** Vendor's answers may impact evaluation (and scoring, if applicable). Upon written request to the Chair prior to the meeting, a conference call number will be made available for Vendor participation via teleconference. Only Vendors that are found to be both responsive and responsible to the requirements of the solicitation and/or shortlisted (if applicable) are requested to participate in a final presentation.

## **9. Vendor Questions**

The Authority provides a specified time for Vendors to ask questions and seek clarification regarding solicitation requirements. All questions or clarification inquiries must be submitted electronically through **Periscope S2G** by the Question & Answer due date and time specified in the solicitation document (including any addenda). The Authority will respond to questions electronically through **Periscope S2G**.

## **10. Confidential Material/ Public Records and Exemptions**

- a.** The Authority is a public agency subject to Chapter 119, Florida Statutes. Upon receipt, all submittals become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Submittals may be included in a public records request response unless there is a declaration of

“confidentiality” pursuant to the public records law and in accordance with the procedures in this section.

- b.** Any confidential material(s) the Vendor asserts is exempt from public disclosure under Florida Statutes must be labeled as “Confidential” and marked with the specific statute and subsection asserting exemption from Public Records. Electronic media, including flash drives, must also comply with this requirement and separate any files claimed to be confidential.
- c.** Any materials that the Vendor claims to be confidential and exempt from public records must be marked and separated from the hardcopy submittal. If the Vendor does not comply with these instructions, the Vendor’s claim for confidentiality will be deemed as waived.
- d.** Submitting confidential material may impact full discussion of your submittal by the Executive Committee because the Committee will be unable to discuss the details contained in the documents cloaked as confidential at the publicly noticed Executive Committee meeting.

**11. Copyrighted Materials**

Copyrighted material is not exempt from the Public Records Law, Chapter 119, Florida Statutes. Submission of copyrighted material in response to any solicitation will constitute a license and permission for the Authority to use, reproduce, and publish (including both hard copy and electronic copies) as reasonably necessary for the evaluation of the solicitation response by the Authority and agents, as well as to make the materials available for inspection or production pursuant to Public Records Law, Chapter 119, Florida Statutes.

**12. Posting of Solicitation Results and Recommendations**

The Broward League of Cities website is the location for the Authority’s posting of recommendation for award and rankings. It is the obligation of each Vendor to monitor the website in order to obtain complete and timely information.

**13. Review and Evaluation of Responses**

The Executive Committee is responsible determining the most qualified Vendor(s). The process for this procurement may proceed in the following manner:

- a. The Broward League of Cities staff will deliver the solicitation submittals to Chair of the Executive Committee. The Chair will request it's General Counsel working with County staff to review the proposals and provide a summary/matrix indicating responses to this RFP and submittal of various forms and requested information.
- b. The Executive Committee, with assistance of the information from the Authority's General Counsel and County staff, shall determine which vendors have submitted responsive submissions and which vendors are responsible. The Executive Committee shall have the ultimate authority to determine whether vendors have submitted responsive submissions and are responsible. When making determinations of responsibility, the Executive Committee may request additional information from any vendor on matters that may affect a vendor's responsibility. The failure of a vendor to provide information requested by the Executive Committee may result in a determination of non-responsibility. In addition, a vendor may submit information regarding its responsibility; provided, however, that such information shall not be considered if it contradicts or materially alters the information provided by the vendor in its original response to the solicitation.

**14. Vendor Protest**

The Authority has not adopted procedural requirements that apply if any Vendor intends to protest this solicitation or an award of a contract. The determinations made by the Executive Committee regarding this solicitation are final.

**15. Rejection of Responses**

The Executive Committee may reject all responses to the solicitation, even when only one response is received, if it is determined that doing so would be in the best interest of the Authority.

**16. Negotiations**

Once a ranking has been determined to be final by the Executive Committee, the Chair, Vice Chair and General Counsel to the Authority shall commence negotiations in a public meeting with the top-ranked Vendor. If the negotiations do not result in a mutually satisfactory agreement within a reasonable amount of time, as determined by the Chair,

then the Executive Committee may terminate negotiations with the applicable vendor and commence negotiations with the next-ranked vendor(s) until a successful negotiation has taken place as to be determined in the best interest of the Authority.

**17. Proposal Documents**

All Vendor's Proposals, including exhibits and certifications ("Proposal Documents") shall become the property of the Authority and will not be returned to vendors except submittals that are not received by the Submittal Deadline, which shall be rejected and returned unopened to those vendors. The Proposal Documents are a public record, and portions thereof may remain confidential, if marked, and only to the extent specifically exempted by Florida Public Records Law.

Neither the Authority, the Executive Committee, staff, representatives, consultants, agents nor attorneys will be liable for any claims or damages resulting from the solicitation, collection, review or evaluation of Proposal Documents or submittals related to this RFP.

**[END OF RFP MAIN DOCUMENT]**





**9.** Type of business (check appropriate box):

- Corporation (specify the state of incorporation):  \_\_\_\_\_
- Sole Proprietor  \_\_\_\_\_
- Limited Liability Company (LLC)  \_\_\_\_\_
- Limited Partnership  \_\_\_\_\_
- General Partnership (State and County Filed In)  \_\_\_\_\_
- Other – Specify  \_\_\_\_\_

**10.** List Florida Department of State, Division of Corporations document number (or registration number if fictitious name):

**11.** List name and title of each principal, owner, officer, and major shareholder:

- a) \_\_\_\_\_
- b) \_\_\_\_\_
- c) \_\_\_\_\_
- d) \_\_\_\_\_
- e) \_\_\_\_\_

**12.** AUTHORIZED CONTACT(S) FOR YOUR FIRM:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

Telephone No.: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

Telephone No.: \_\_\_\_\_

**13.** Has your firm, its principals, officers or predecessor organization(s) been debarred or suspended by any government entity within the last three years? If yes, specify details in an attached written response. Yes  No

**14.** Has your firm, its principals, officers, or predecessor organization(s) ever been debarred or suspended by any government entity? If yes, specify details in an attached written response, including the reinstatement date, if granted. Yes  No

15. Has your firm ever failed to complete any services and/or delivery of products during the last three (3) years? If yes, specify details in an attached written response. Yes  No

16. Is your firm or any of its principals or officers currently principals or officers of another organization? If yes, specify details in an attached written response. Yes  No

17. Have any voluntary or involuntary bankruptcy petitions been filed by or against your firm, its parent or subsidiaries or predecessor organizations during the last three years? If yes, specify details in an attached written response. Yes  No

18. Has your firm's surety ever intervened to assist in the completion of a contract or have Performance and/or Payment Bond claims been made to your firm or its predecessor's sureties during the last three years? If yes, specify details in an attached written response, including contact information for owner and surety. Yes  No

19. Has your firm ever failed to complete any work awarded to you, services and/or delivery of products during the last three (3) years? If yes, specify details in an attached written response.

Yes  No

20. Has your firm ever been terminated from a contract within the last three years? If yes, specify details in an attached written response. Yes  No

**Non-Collusion Certification:**

Vendor shall disclose, to their best knowledge, any Authority officer or employee, or any relative of any such officer or employee as defined in Section 112.3135 (1) (c), Florida Statutes, who is an officer or director of, or has a material interest in, the Vendor's business, who is in a position to influence this procurement. Any Authority officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement.

The Vendor hereby certifies that: (select one)

The Vendor certifies that this offer is made independently and free from collusion; or

The Vendor is disclosing names of officers or employees who have a material interest in this procurement and is in a position to influence this procurement. Vendor must include a list of name(s), and relationship(s) with its submittal.

**Public Entities Crimes Certification:**

In accordance with Public Entity Crimes, Section 287.133, Florida Statutes, a person or affiliate placed on the convicted vendor list following a conviction for a public entity crime may not submit on a contract: to provide any goods or services; for construction or repair of a public building or public work; for leases of real property to a public entity; and may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s.287.017 for Category Two for a period of

36 months following the date of being placed on the convicted vendor list. The Vendor hereby certifies that: (check box)

The Vendor certifies that no person or affiliates of the Vendor are currently on the convicted vendor list and/or has not been found to commit a public entity crime, as described in the statutes.

**Scrutinized Companies List Certification:**

Any company, principals, or owners on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List is prohibited from submitting a response to a solicitation for goods or services in an amount equal to or greater than \$1 million.

The Vendor hereby certifies that: (check each box)

The Vendor, owners, or principals are aware of the requirements of Sections 287.135, 215.473, and 215.4275, Florida Statutes, regarding Companies on the Scrutinized Companies with Activities in Sudan List the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List; and

The Vendor, owners, or principals, are eligible to participate in this solicitation and are not listed on either the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List; and

If awarded the Contract, the Vendor, owners, or principals will immediately notify the County in writing if any of its principals are placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List.

I hereby certify to the information provided in the Vendor Questionnaire and Standard Certifications:

\_\_\_\_\_  
\*AUTHORIZED SIGNATURE/NAME                      TITLE                      DATE

Vendor Name: \_\_\_\_\_

\* I certify that I am authorized to sign this solicitation response on behalf of the Vendor as indicated in Certificate as to Corporate Principal, designation letter by Director/Corporate Officer, or other business authorization to bind on behalf of the Vendor. As the Vendor's authorized representative, I attest that any and all statements, oral, written or otherwise, made in support of the Vendor's response, are accurate, true and correct. I also acknowledge that inaccurate, untruthful, or incorrect statements made in support of the Vendor's response may be used by the Authority as a basis for rejection, rescission of the award, or termination of the contract. I certify that the Vendor's response is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a response for the same items/services and is in all respects fair and without collusion or fraud. I also certify that the Vendor agrees to abide by all terms and conditions of this solicitation, acknowledge and accept all of the solicitation pages as well as any special instructions sheet(s).

## **Exhibit "B"**

### **Vendor Reference Verification Form**

Vendor is required to submit completed Reference Verification Forms for previous projects referenced in its submittal. Vendor should provide the **Vendor Reference Verification Form** to its reference organization/firm to complete and return to the Vendor's attention. Vendor should submit the completed Vendor Reference Form with its response by the solicitation's deadline.

**VENDOR REFERENCE VERIFICATION FORM FOR RFP**

<b>[Insert Solicitation No. and Title]</b>					
Reference For (hereinafter, "Vendor"):					
Reference Date:					
Organization/Firm Providing Reference:					
Contact Name:					
Contact Title:					
Contact Email:					
Contact Phone:					
Name of Referenced Project:					
Contract Number:					
Date Range of Services Provided:		Start Date:	End Date:		
Project Amount:					
Vendor's Role in Project:		<input type="checkbox"/> Prime	<input type="checkbox"/> Subconsultant/Subcontractor		
Would you use this Vendor again?		<input type="checkbox"/> Yes	<input type="checkbox"/> No		
If you answered no to the question above, please specify below: (attach additional sheet if needed)					
Description of services provided by Vendor, please specify below: (attach additional sheet if needed)					
Please rate your experience with the referenced Vendor via checkbox:		Needs Improvement	Satisfactory	Excellent	Not Applicable
Vendor's Quality of Service:					
Responsive:		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Accuracy:		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Deliverables:		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Vendor's Organization:					
Staff Expertise:		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Professionalism:		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Turnover:		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Timeliness of:					
Project:		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Deliverables:		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Project completed within budget:		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Cooperation with:					
Your Firm:		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Subcontractor(s)/Subconsultant(s):		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Regulatory Agency(ies):		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<i>All information provided to the Authority is subject to verification. Vendor acknowledges that inaccurate, untruthful, or incorrect statements made in support of this response may be used by the Authority as a basis for rejection, rescission of the award, or termination of the contract.</i>					
<b>***THE SECTION BELOW IS FOR AUTHORITY USE ONLY***</b>					
Verified via: <input type="checkbox"/> Email		Verified by:	Division:		
<input type="checkbox"/> Verbal			Date:		

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

TYPE OF INSURANCE	ADDL INSD	SUBR WVD	MINIMUM LIABILITY LIMITS		
				Each Occurrence	Aggregate
<b>GENERAL LIABILITY - Broad form</b> <input checked="" type="checkbox"/> Commercial General Liability <input checked="" type="checkbox"/> Premises-Operations <input type="checkbox"/> XCU Explosion/Collapse/Underground <input checked="" type="checkbox"/> Products/Completed Operations Hazard <input checked="" type="checkbox"/> Contractual Insurance <input checked="" type="checkbox"/> Broad Form Property Damage <input checked="" type="checkbox"/> Independent Contractors <input checked="" type="checkbox"/> Personal Injury <b>Per Occurrence or Claims-Made:</b> <input checked="" type="checkbox"/> Per Occurrence <input type="checkbox"/> Claims-Made <b>Gen'l Aggregate Limit Applies per:</b> <input type="checkbox"/> Project <input type="checkbox"/> Policy <input type="checkbox"/> Loc. <input type="checkbox"/> Other _____	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Bodily Injury		
			Property Damage		
			Combined Bodily Injury and Property Damage	<b>\$1,000,000</b>	<b>\$2,000,000</b>
			Personal Injury		
			Products & Completed Operations		
<b>AUTO LIABILITY</b> <input checked="" type="checkbox"/> Comprehensive Form <input checked="" type="checkbox"/> Owned <input checked="" type="checkbox"/> Hired <input checked="" type="checkbox"/> Non-owned <input checked="" type="checkbox"/> Any Auto, If applicable <i>Note: May be waived if no driving will be done in performance of services/project.</i>			Bodily Injury (each person)		
			Bodily Injury (each accident)		
			Property Damage		
			Combined Bodily Injury and Property Damage	<b>\$500,000</b>	
<input type="checkbox"/> <b>EXCESS LIABILITY / UMBRELLA</b> <b>Per Occurrence or Claims-Made:</b> <input type="checkbox"/> Per Occurrence <input type="checkbox"/> Claims-Made <i>Note: May be used to supplement minimum liability coverage requirements.</i>					
<input checked="" type="checkbox"/> <b>WORKER'S COMPENSATION</b> <i>Note: U.S. Longshoremen &amp; Harbor Workers' Act &amp; Jones Act is required for any activities on or about navigable water.</i>	N/A	* <input checked="" type="checkbox"/>	Each Accident	<b>STATUTORY LIMITS</b>	
<input checked="" type="checkbox"/> <b>EMPLOYER'S LIABILITY</b>			Each Accident	<b>\$500,000</b>	
<b>PROFESSIONAL LIABILITY (ERRORS &amp; OMISSIONS)</b> <b>All consulting, engineering, surveying, and design professionals.</b>	N/A		Each Claim:	<b>\$2,000,000</b>	
			*Maximum Deductible:	\$100,000	
<input type="checkbox"/> <b>POLLUTION/ENVIRONMENTAL LIABILITY</b>			Each Claim:		
			*Maximum Deductible:	\$10,000	

Description of Operations: "Solid Waste Authority" shall be listed as Certificate Holder and endorsed as an additional insured for liability, except as to Professional Liability. Solid Waste Authority shall be provided 30 days written notice of cancellation, 10 days' notice of cancellation for non-payment. Contractors insurance shall provide primary coverage and shall not require contribution from the Solid Waste Authority, self-insurance or otherwise. Any self-insured retention (SIR) higher than the amount permitted in this Agreement must be declared to and approved by Solid Waste Authority and may require proof of financial ability to meet losses. Contractor is responsible for all coverage deductibles unless otherwise specified in the agreement. For Claims-Made policies insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract of work. \*Waiver of subrogation is required for Workers Compensation if any portion of the work/services will be performed on Solid Waste Authority Property.

Certificate Holder:

Solid Waste Disposal and Recycling  
 Materials Processing Authority of  
 Broward County, Florida  
 115 South Andrews Avenue, Suite 122  
 Fort Lauderdale, Florida 33301



**EXHIBIT "E"**  
**AGREEMENT EXCEPTION FORM**  
**AND FORM OF AGREEMENT**

The completed form(s) should be submitted with the solicitation response. If not submitted with solicitation response, it shall be deemed an affirmation by the Vendor that it accepts contract terms and conditions stated in the solicitation.

The Vendor must provide on the form below, any and all exceptions it takes to the contract terms and conditions the form of which is attached hereto, including all proposed modifications to the contract terms and conditions or proposed additional terms and conditions. Additionally, a brief justification specifically addressing each provision to which an exception is taken should be provided.

- There are no exceptions to the contract terms and conditions state in this solicitation; or
  
- The following exceptions are taken to the contract terms and conditions state in this solicitation: (use additional forms as needed; separate each Article/ Section number)

<b>Term or Condition Article / Section</b>	<b>Insert proposed modifications to the contract terms and conditions or proposed additional terms and condition</b>	<b>Provide brief justification for proposed modifications</b>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

**Vendor Name:**



**AGREEMENT BETWEEN THE SOLID WASTE DISPOSAL AND RECYCLABLE  
MATERIALS PROCESSING AUTHORITY OF BROWARD AUTHORITY, FLORIDA  
AND \_\_\_\_\_ FOR CONSULTANT SERVICES FOR THE PREPARATION  
OF A REGIONAL SOLID WASTE AND RECYCLING MASTER PLAN**

This Agreement is between the Solid Waste Disposal and Recyclable Materials Processing Authority of Broward Authority, Florida (“Authority”), an independent legal entity and public agency and \_\_\_\_\_, a \_\_\_\_ corporation (“Consultant”) (each a “Party” and collectively referred to as the “Parties”).

**RECITALS**

**WHEREAS**, the Authority is a newly constituted independent and separate legal entity created pursuant to, and consistent with, Sections 163.01, 403.706(11), (12), (15), and (19), and 403.713, Florida Statutes, through the Interlocal Agreement for Solid Waste Disposal and Recyclable Materials Processing Authority in Broward Authority, Florida (the “Interlocal Agreement”) as executed by and among Broward Authority, Florida and numerous municipalities in Broward Authority, Florida; and

**WHEREAS**, pursuant to Section 3.3 of the Interlocal Agreement, the Authority must adopt a Master Plan in accordance with the requirements of Article 7 of the Interlocal Agreement (the “Master Plan”); and

**WHEREAS**, the Authority on January \_\_, 2024 issued its Request for Proposals for Consulting Services for the Preparation of a Regional Solid Waste and Recycling Master Plan (“RFP”); and

**WHEREAS**, on February \_\_, 2024, the Authority received \_\_\_\_ proposals from qualified vendors, including the Consultant, which were reviewed by the Executive Committee of the Authority (the “Executive Committee”); and

**WHEREAS**, the Executive Committee has met the requirements of Section 287.055, Florida Statutes, the Consultants’ Competitive Negotiation Act, and has selected Consultant to prepare the Master Plan in accordance with the RFP and this Agreement.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**Article I.      DEFINITIONS**

- 1.1      Applicable Law** means all applicable laws, codes, advisory circulars, rules, regulations, or ordinances of any federal, state, Authority, municipal, or other governmental entity, as may be amended.
- 1.2      Chair** means the Chair of the Executive Committee or in his absence or unavailability the Vice-Chair of the Executive Committee.
- 1.3      Contract Administrator** means the Executive Director of the Authority or in their absence or unavailability, the Chair.
- 1.4      Contractor** means the person, firm, corporation, or other entity who enters into an agreement with Authority to perform the Services for the Project.
- 1.5      Executive Director** means the Executive Director of the Authority.
- 1.6      Notice to Proceed** means a written authorization to proceed with the Project, phase, or task, issued by the Contract Administrator.
- 1.7      Project** means the preparation of the Master Plan.
- 1.8      Services** means the work set forth in the Scope of Work, attached hereto as Exhibit “A”, and includes civil, structural, mechanical, and electrical engineering, architectural services, and other professional services as applicable for the Project, as well as any Optional Services procured under this Agreement and set forth in the Scope of Work.
- 1.9      Subconsultant** means an entity or individual, including subcontractors, providing Services to Authority through Consultant.

**Article II.      SCOPE OF WORK**

- 2.1** Consultant shall provide all Services as set forth in Exhibit “A”, including all necessary, incidental, and related activities required for full and complete performance of this Agreement (the “Scope of Work”).
- 2.2** This Agreement does not delineate every detail and minor work task required to be performed by Consultant to complete the Project. If Consultant determines that work should be performed to complete the Project and, in Consultant’s opinion, that work is outside the level of effort originally anticipated, whether or not the Scope of Work identifies the work items, Consultant shall notify the Contract Administrator in writing in a timely manner before proceeding with the work. If Consultant proceeds with such work without notifying the Contract Administrator, the work shall be deemed to be within the original level of effort, whether or not specifically addressed in the Scope of

Work. Notice to the Contract Administrator does not constitute authorization or approval by Authority to Consultant to perform the work. Any such work that would entail additional compensation to Consultant by Authority, or additional time for performance, shall require an amendment to this Agreement pursuant to Section 5.1 or a Work Authorization pursuant to Section 5.2. Unless there is an executed amendment or Work Authorization or a dispute as set forth in Section 5.4, any work performed by Consultant outside the originally anticipated level of effort without prior written Authority approval shall be at no additional cost to Authority.

- 2.3** Exhibit "A" Scope of Work attached hereto and made a part hereof identifies the initial Services related to the Project. Additional negotiations may be required for other phases or additional services. Authority and Consultant may negotiate additional services, compensation, time of performance, and other related matters, including for other phases of the Project. Notwithstanding the foregoing, Authority shall have the right to terminate negotiations at any time at no cost to Authority and procure services for other Project phases from any other source.
- 2.4** Authority shall assist Consultant by placing at Consultant's disposal all information Authority has available pertinent to the Project, including previous reports and any other data relative to the Project. Authority shall arrange for access to, and make all provisions for, Consultant to enter upon public and private property as required for Consultant to perform its Services. Authority shall review any itemized deliverables and documents required to be submitted by Consultant and respond in writing with any comments within the time for such comments, if any, stated in Exhibit A.

### **Article III. TIME FOR PERFORMANCE; DAMAGES**

- 3.1** This Agreement begins on \_\_\_\_\_ and ends on the date that is 240 days after the date of the Notice to Proceed, unless extended by the Authority. Consultant shall perform the Services within the time periods specified in Exhibit "A" Scope of Work.
- 3.2** If the Contract Administrator determines that Consultant is unable to timely complete all or any portion of the Services because of delays resulting from untimely review by Authority or other governmental agencies having jurisdiction over the Project and such delays are not the fault of Consultant, or because of delays caused by factors outside the control of Consultant, the Contract Administrator shall grant a reasonable extension of time for completion of the Services and may provide reasonable compensation, if appropriate. It shall be the responsibility of Consultant to notify the Contract Administrator in writing whenever a delay in approval by a governmental agency is anticipated or experienced, and whenever a delay has been caused by factors outside of Consultant's control, and to inform the Contract Administrator of all facts and details related to the delay. Consultant must provide such written notice to the Contract Administrator within three (3) business days after the occurrence of the event causing the delay.

- 3.3** If (a) Contractor fails to substantially complete the Project on or before the completion date specified in this Agreement, or (b) if Contractor is granted an extension of time beyond the completion date and Consultant's Services are extended beyond the completion date through no fault of Consultant, then Consultant shall be compensated in accordance with Article IV for all Services rendered by Consultant beyond the completion date.

**Article IV. COMPENSATION AND METHOD OF PAYMENT**

- 4.1** Amount and Method of Compensation. The amounts set forth in this Article IV are the total compensation payable to Consultant and constitute a limitation upon Authority's obligation to compensate Consultant for deliverables under this Agreement, but do not constitute a limitation of any sort upon Consultant's obligation to perform all Services required under this Agreement.
- 4.1.1. Maximum Amount Not-To-Exceed Compensation.** For Services identified in Exhibit "A" described under Basic Services as payable on a "Maximum Amount Not-To-Exceed" basis, compensation to Consultant shall be based upon the Salary Costs as described in Section 4.2 up to a maximum not-to-exceed amount of \$\_\_\_\_\_.
- 4.1.2. Lump Sum Compensation.** For Services identified in Exhibit "A" described under Basic Services as payable on a "Lump Sum" basis, compensation to Consultant shall be not more than a total lump sum \$\_\_\_\_\_.
- 4.1.3. Optional Services.** Authority may procure Optional Services described in Exhibit "A" pursuant to Article 5 up to a maximum not-to-exceed amount of \$\_\_\_\_\_.
- 4.1.4. Reimbursable Expenses.** Authority will reimburse authorized Reimbursable Expenses as defined in Section 4.3 up to a maximum not-to-exceed amount of \$\_\_\_\_ any unused amounts shall be retained by Authority.
- 4.1.5. Maximum Billing Rates.** The maximum billing rates payable by Authority for each of Consultant's employee categories are shown on Exhibit B and further described in Section 4.2.
- 4.1.6. Subconsultant Fees.** Consultant shall bill Authority for Subconsultant fees using the employee categories for Salary Costs on Exhibit B and Reimbursable Expenses defined in Section 4.3. Consultant shall bill Subconsultant fees with no mark-up and within any applicable maximum not-to-exceed amount.

**4.2. Salary Costs.** The term “Salary Costs” as used herein shall mean the hourly rate actually paid to all personnel engaged directly on the Project, as adjusted by an overall multiplier that consists of the following: 1) a fringe benefits factor; 2) an overhead factor; and 3) an operating margin. Said Salary Costs are to be used only for time directly attributable to the Project. The fringe benefit and overhead rates shall be Consultant’s most recent and actual rates determined in accordance with Federal Acquisition Regulation (“FAR”) guidelines and audited by an independent Certified Public Accountant. For the purposes of this Agreement, the rates must be audited for fiscal periods of Consultant within eighteen (18) months preceding the execution date of this Agreement. These rates shall remain in effect for the term of this Agreement except as provided for in this Agreement.

**4.2.1.** Consultant shall require all its Subconsultants to comply with the requirements of Section 4.2.

**4.2.2.** Salary Costs for Consultant and Subconsultants as shown in Exhibit “B” attached hereto, are the maximum billing rates, which are provisional, subject to audit of actual costs, and if the audit discloses that the actual costs are less than the costs set forth on Exhibit B for Consultant or any Subconsultant, Consultant shall reimburse Authority based upon the actual costs determined by the audit. Authority may withhold the amount Consultant is required to reimburse Authority from any payment due Consultant.

**4.2.3.** Unless otherwise noted, the Salary Costs stated above are based upon Consultant’s “home office” rates. Should it become appropriate during the course of this Agreement that a “field office” rate be applied, then it is incumbent upon Consultant to submit a supplemental Exhibit B reflective of such rates for approval by Contract Administrator and, upon such Authority approval, invoice Authority accordingly.

**4.2.4.** The total hours payable by Authority for any “exempt” or “nonexempt” personnel shall not exceed forty (40) hours per employee in any week. If the work requires Consultant’s or Subconsultant’s personnel to work more than forty (40) hours per week, any additional hours must be authorized in advance, in writing, by the Contract Administrator. If approved, Salary Costs for additional hours of service provided by nonexempt (hourly) employees or exempt (salaried) employees shall be invoiced at no more than one and one-half of the employee’s hourly rate and in a manner consistent with Consultant’s or Subconsultant’s applicable certified FAR audit and all other provisions of Section 4.2. If a “Safe Harbor” rate is elected for use by Consultant or Subconsultant, then the additional hours are payable at no more than the employee’s regular rate.

**4.2.5.** Consultant and any of its Subconsultants may alternatively use a “Safe Harbor” combined fringe benefit and overhead rate of 110% in lieu of providing fringe benefit and overhead cost factors certified by an independent Certified Public Accountant in accordance with the FAR guidelines. The Safe Harbor rate, once elected, shall remain in place for the entire term of this Agreement, and be applicable for use as “home” and “field” fringe benefit and overhead rates, if applicable, and shall not be subject to audit under this Agreement. All other provisions of Section 4.2 remain in place.

**4.3. Reimbursable Expenses.** Reimbursement of any travel costs, travel-related expenses, or other direct non-salary expenses directly attributable to this Project permitted under this Agreement (“Reimbursable Expenses”) shall be limited to those permitted under Section 112.061, Florida Statutes, except to the extent otherwise stated herein. Authority shall not be liable for any such expenses that have not been approved in writing in advance by the Contract Administrator. Reimbursable Expenses of Subconsultants must also comply with the requirements of this section.

**4.4. Method of Billing.**

**4.4.1. For Maximum Amount Not-To-Exceed Compensation.** Consultant shall submit billings that are identified by the specific project number on a monthly basis in a timely manner for all Salary Costs and Reimbursable Expenses attributable to the Project. These billings shall identify the nature of the work performed, the total hours of work performed, and the employee category of the individuals performing same. Billings shall itemize and summarize Reimbursable Expenses by category and identify the personnel incurring the expense and the nature of the work with which such expense was associated. Where prior written approval by Contract Administrator is required for Reimbursable Expenses, a copy of said approval shall accompany the billing for such reimbursable. Billings shall also indicate the cumulative amount of CBE participation to date. The statement shall show a summary of Salary Costs and Reimbursable Expenses with accrual of the total and credits for portions paid previously. External Reimbursable Expenses and Subconsultant fees must be documented by copies of invoices or receipts that describe the nature of the expenses and contain a project number or other identifier that clearly indicates the expense is identifiable to the Project. Subsequent addition of the identifier to the invoice or receipt by Consultant is not acceptable except for meals and travel expenses. Internal expenses must be documented by appropriate Consultant’s cost accounting forms with a summary of charges by category. When requested, Consultant shall provide backup for past and current invoices that records hours and Salary Costs by employee category, Reimbursable Expenses by category, and

Subconsultant fees on a task basis, so that total hours and costs by task may be determined.

**4.4.2. For Lump Sum Compensation.** Consultant shall submit billings that are identified by the specific project number on a monthly basis in a timely manner. These billings shall identify the nature of the work performed, the phase of work, and the estimated percent of work accomplished. Billings for each phase shall not exceed the amounts allocated to said phase. Billings shall also indicate the cumulative amount of CBE participation to date. The statement shall show a summary of fees with accrual of the total and credits for portions paid previously. When requested, Consultant shall provide backup for past and current invoices that record hours, salary costs, and expense costs on a task basis, so that total hours and costs by task may be determined.

**4.5. Method of Payment.**

**4.5.1.** Authority shall pay Consultant within thirty (30) days after receipt of Consultant's proper invoice, as defined by Authority's Prompt Payment Ordinance, minus any applicable retainage or other deductions permitted by this Agreement.

**4.5.2.** Unless otherwise provided in this section, retainage in the amount of ten percent (10%) of each invoice shall be retained by Authority until satisfactory completion of the applicable phase. When the Services to be performed on all phases of the Project are fifty percent (50%) complete, upon written request by Consultant and written approval by the Contract Administrator that the Project is progressing in a satisfactory manner, the Contract Administrator, in the Contract Administrator's sole discretion, may authorize the reduction of retainage to five percent (5%) of each invoice for subsequent payments. No amount shall be withheld from payments for Reimbursable Expenses or for Services performed during the construction phase, if applicable.

**4.5.3.** Upon Consultant's completion of each phase to the satisfaction of the Contract Administrator, Authority shall remit to Consultant any amounts withheld as retainage for that phase. Final payment for the Project must be approved by the Purchasing Director.

**4.5.4.** Payment will be made to Consultant in the manner reasonably designated in writing by Consultant or, if not designated, at the following address:

\_\_\_\_\_  
\_\_\_\_\_

- 4.6. **Fiscal Year.** The continuation of this Agreement beyond the end of any Authority fiscal year is subject to both the appropriation and the availability of funds, pursuant to Chapter 129 and, if applicable, Chapter 212, Florida Statutes.
- 4.7. **Payments to Subconsultants.** Consultant must pay Subconsultants and suppliers providing Services under this Agreement within fifteen (15) days after receipt of payment from Authority for such subcontracted work or supplies. If Consultant withholds an amount as retainage from a Subconsultant or supplier, Consultant shall release such retainage and pay same within fifteen (15) days after receipt of payment of retained amounts from Authority. The Contract Administrator may, at its option, increase allowable retainage or withhold progress payments unless and until Consultant demonstrates timely payments of sums due to all Subconsultants and suppliers.

Consultant shall include requirements substantially similar to those set forth in this section in its contracts with Subconsultants and suppliers.

- 4.8. **Withholding by Authority; Overcharges.** Notwithstanding any provision of this Agreement to the contrary, Authority may withhold payment, in whole or in part, (a) in accordance with Applicable Law, or (b) to the extent necessary to protect itself from loss on account of (i) inadequate or defective work that has not been remedied or resolved in a manner satisfactory to the Contract Administrator, or (ii) Consultant's failure to comply with any provision of this Agreement. The amount withheld shall not be subject to payment of interest by Authority. In the event of an overcharge of any nature by Consultant in excess of five percent (5%) of the total amount billed in the invoice where the overcharge occurred, Consultant must refund the overbilled amount and pay liquidated damages in the amount of fifteen percent (15%) of the overbilled amount within thirty (30) days after demand by Authority as just compensation for damages incurred by Authority due to the overbilling, including, but not limited to, Authority's administrative costs and loss of potential investment returns (including interest).

#### **Article V. OPTIONAL AND ADDITIONAL SERVICES; CHANGES IN SCOPE OF WORK**

- 5.1. Authority or Consultant may request changes that would increase, decrease, or otherwise modify the Scope of Work to be provided under this Agreement. Unless otherwise expressly permitted herein, such changes must be contained in a written amendment.
- 5.2. If Services under this Agreement are identified as optional ("Optional Services"), Authority may select the type, amount, and timing of such services pursuant to a work authorization ("Work Authorization") in substantially the form attached as Exhibit "D" executed by Consultant and Authority pursuant to Section 5.3. No such selection, when combined with those Services required under this Agreement, may result in a payment obligation exceeding the applicable maximum amount stated in Article IV. A Work



Authorization for Optional Services shall specify the Scope of Work and method of compensation applicable to that Work Authorization and the required completion date for the services.

- 5.3. Notwithstanding anything to the contrary in this Agreement, Work Authorizations (and amendments thereto) for Optional Services shall be executed on behalf of Authority as follows: (a) the Contract Administrator may execute Work Authorizations for which the total aggregate cost to Authority is less than \$[\_\_\_\_\_]; (b) the Chair of the Executive Committee may execute Work Authorizations for which the total aggregate cost to Authority is within the Chair's delegated authority; and (c) any Work Authorization above the Chair's delegated authority requires express approval by the Executive Committee. Consultant shall not commence work on any Work Authorization the issuance of a Notice to Proceed by the Contract Administrator.
- 5.4. If a dispute between the Contract Administrator and Consultant arises over whether any work requested by Authority is within the scope of contracted Services and such dispute cannot be resolved by the Contract Administrator and Consultant, such dispute shall be promptly presented to the Chair of the Executive Committee or the Chair's designee for resolution, whose decision shall be in writing and shall be final and binding on the Parties. During the pendency of any dispute, Consultant shall promptly perform the disputed work.

#### **Article VI. REPRESENTATIONS AND WARRANTIES**

- 6.1 **Representation of Authority**. Consultant represents and warrants that this Agreement constitutes the legal, valid, binding, and enforceable obligation of Consultant, and that neither the execution nor performance of this Agreement constitutes a breach of any agreement that Consultant has with any third party or violates Applicable Law. Consultant further represents and warrants that execution of this Agreement is within Consultant's legal powers, and each individual executing this Agreement on behalf of Consultant is duly authorized by all necessary and appropriate action to do so on behalf of Consultant and does so with full legal authority.
- 6.2 **Claims Against Consultant**. Consultant represents and warrants that there is no action or proceeding, at law or in equity, before any court, mediator, arbitrator, governmental or other board or official, pending or, to the knowledge of Consultant, threatened against or affecting Consultant, the outcome of which may (a) affect the validity or enforceability of this Agreement, (b) materially and adversely affect the authority or ability of Consultant to perform its obligations under this Agreement, or (c) have a material and adverse effect on the consolidated financial condition or results of operations of Consultant or on the ability of Consultant to conduct its business as presently conducted or as proposed or contemplated to be conducted.

- 6.3 Solicitation Representations.** Consultant represents and warrants that all statements and representations made in Consultant’s proposal, bid, or other supporting documents submitted to Authority in connection with the solicitation, negotiation, or award of this Agreement, including during the procurement or evaluation process, were true and correct when made and are true and correct as of the date Consultant executes this Agreement, unless otherwise expressly disclosed in writing by Consultant.
- 6.4 Contingency Fee.** Consultant represents and warrants that it has not employed or retained any person or entity, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person or entity, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. If this Agreement is subject to Section 287.055, Florida Statutes, the Parties agree and stipulate that the statutory language stated in Section 287.055(6)(a) is deemed included and fully incorporated herein.
- 6.5 Truth-In-Negotiation Representation.** Consultant’s compensation under this Agreement is based upon its representations to Authority, and Consultant certifies that the wage rates, factual unit costs, and other information supplied to substantiate Consultant’s compensation, including, without limitation, in the negotiation of this Agreement, are accurate, complete, and current as of the date Consultant executes this Agreement. Consultant’s compensation may be reduced by Authority, in its sole discretion, to correct any inaccurate, incomplete, or noncurrent information provided to Authority as the basis for Consultant’s compensation in this Agreement.
- 6.6 Public Entity Crime Act.** Consultant represents that it is familiar with the requirements and prohibitions under the Public Entity Crime Act, Section 287.133, Florida Statutes, and represents that its entry into this Agreement will not violate that Act. Consultant further represents that there has been no determination that it committed a “public entity crime” as defined by Section 287.133, Florida Statutes, and that it has not been formally charged with committing an act defined as a “public entity crime” regardless of the amount of money involved or whether Consultant has been placed on the convicted vendor list.
- 6.7 Discriminatory Vendor and Scrutinized Companies Lists; Countries of Concern.** Consultant represents that it has not been placed on the “discriminatory vendor list” as provided in Section 287.134, Florida Statutes, and that it is not a “scrutinized company” pursuant to Sections 215.473 or 215.4725, Florida Statutes. Consultant represents and certifies that it is not, and for the duration of the Agreement will not be, ineligible to contract with Authority on any of the grounds stated in Section 287.135, Florida Statutes. Consultant represents that it is, and for the duration of this Agreement will remain, in compliance with Section 286.101, Florida Statutes.

- 6.8 Verification of Employment Eligibility.** Consultant represents that Consultant and each Subconsultant have registered with and use the E-Verify system maintained by the United States Department of Homeland Security to verify the work authorization status of all newly hired employees in compliance with the requirements of Section 448.095, Florida Statutes, and that entry into this Agreement will not violate that statute. If Consultant violates this section, Authority may immediately terminate this Agreement for cause and Consultant shall be liable for all costs incurred by Authority due to the termination.
- 6.9 Warranty of Performance.** Consultant represents and warrants that it possesses the knowledge, skill, experience, and financial capability required to perform and provide all required and optional Services under this Agreement, and that each person and entity that will provide Services is duly qualified to perform Services by all appropriate governmental authorities, where required, and is sufficiently experienced and skilled in the area(s) for which such person or entity will render Services. Consultant represents and warrants that the Services shall be performed in a skillful and respectful manner, and that the quality of all Services shall equal or exceed prevailing industry standards for the provision of such services.
- 6.10 Prohibited Telecommunications Equipment.** Consultant represents and certifies that Consultant and all Subconsultants do not use any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 CFR §§ 52.204-24 through 52.204-26. Consultant represents and certifies that Consultant and all Subconsultants shall not provide or use such covered telecommunications equipment, system, or services for the duration of this Agreement.
- 6.11 Entities of Foreign Concern.** The provisions of this section apply only if Consultant or any Subconsultant will have access to an individual's personal identifying information under this Agreement. Consultant represents and certifies: (i) Consultant is not owned by the government of a foreign country of concern; (ii) the government of a foreign country of concern does not have a controlling interest in Consultant; and (iii) Consultant is not organized under the laws of and does not have its principal place of business in a foreign country of concern. On or before the Effective Date, Consultant and any Subconsultant that will have access to personal identifying information shall submit to Authority executed affidavit(s) under penalty of perjury, in a form approved by Authority attesting that the entity does not meet any of the criteria in Section 287.138(2), Florida Statutes. Compliance with the requirements of this section is included in the requirements of a proper invoice for purposes of Section 4.4. Terms used in this section that are not otherwise defined in this Agreement shall have the meanings ascribed to such terms in Section 287.138, Florida Statutes.

**6.12 Breach of Representations.** Consultant acknowledges that Authority is materially relying on the representations, warranties, and certifications of Consultant stated in this article, and Authority shall be entitled to exercise any or all of the following remedies if any such representation, warranty, or certification is untrue: (a) recovery of damages incurred; (b) termination of this Agreement without any further liability to Consultant; (c) set off from any amounts due Consultant the full amount of any damage incurred; and (d) debarment of Consultant.

## **Article VII. TERMINATION**

**7.1 Termination for Cause.** This Agreement or any Work Authorization issued under this Agreement may be terminated for cause by the aggrieved Party if the Party in breach has not corrected the breach within ten (10) days after receipt of written notice from the aggrieved Party identifying the breach. This Agreement may be terminated for cause by the Executive Committee of the Authority for reasons including, but not limited to, any of the following:

**7.1.1** Consultant's failure to suitably or continuously perform the Services in a manner calculated to meet or accomplish the objectives in this Agreement or Work Authorization, or repeated submission (whether negligent or intentional) for payment of false or incorrect bills or invoices; or

**7.1.2** Upon the disqualification of Consultant as a CBE or SBE if Consultant's status as a CBE or SBE was a factor in the award of this Agreement, or upon the disqualification of one or more of Consultant's CBE or SBE participants by the Executive Committee of the Authority if any such participant's status as a CBE or SBE firm was a factor in the award of this Agreement.

Unless otherwise stated in this Agreement, termination for cause by Authority must be by action of the Board of the Executive Committee; in any other instance, termination for cause may be by the Executive Director or the Chair (including any successor) who executed this Agreement on behalf of Authority. If Authority erroneously, improperly, or unjustifiably terminates this Agreement or any Work Authorization for cause, such termination shall be deemed a termination for convenience pursuant to Section 7.2 effective thirty (30) days after such notice was provided and Consultant shall be eligible for the compensation provided in Section 7.2 as its sole remedy.

**7.2 Termination for Convenience; Other Termination.** This Agreement or any Work Authorization may also be terminated for convenience by the Executive Committee with at least thirty (30) days advance written notice to Consultant. Consultant acknowledges that it has received good, valuable, and sufficient consideration for Authority's right to terminate this Agreement or any Work Authorization for convenience including in the form of Authority's obligation to provide advance notice to Consultant of such termination in accordance with this section. Termination for convenience by the

Executive Committee shall be effective on the termination date stated in written notice provided by Authority, which termination date shall be not less than thirty (30) days after the date of such written notice. If this Agreement or any Work Authorization issued under this Agreement is terminated by Authority pursuant to this section, Consultant shall be paid for any Services properly performed through the termination date specified in the written notice of termination, subject to any right of Authority to retain any sums otherwise due and payable, and Authority shall have no further obligation to pay Consultant for Services under this Agreement.

- 7.3** Notice of termination shall be provided in accordance with the “Notices” section of this Agreement.
- 7.4** In addition to any termination rights stated in this Agreement, Authority shall be entitled to seek any and all available contractual or other remedies available at law or in equity including recovery of costs incurred by Authority due to Consultant’s failure to comply with any term(s) of this Agreement.

#### **Article VIII. INSURANCE**

- 8.1** For the duration of the Agreement, Consultant shall, at its sole expense, maintain the minimum insurance coverages stated in Exhibit “C” in accordance with the terms and conditions of this article. Consultant shall maintain insurance coverage against claims relating to any act or omission by Consultant, its agents, representatives, employees, or Subconsultants in connection with this Agreement. Authority reserves the right at any time to review and adjust the limits and types of coverage required under this article.
- 8.2** Consultant shall ensure that “Solid Waste Disposal and Recyclable Materials Processing Authority” is listed and endorsed as an additional insured as stated in Exhibit “C” on all policies required under this article.
- 8.3** On or before the date this Agreement is fully executed or at least fifteen (15) days prior to commencement of Services, as may be requested by Authority, Consultant shall provide Authority with a copy of all Certificates of Insurance or other documentation sufficient to demonstrate the insurance coverage required in this article. If and to the extent requested by Authority, Consultant shall provide complete, certified copies of all required insurance policies and all required endorsements within thirty (30) days after Authority’s request.
- 8.4** Consultant shall ensure that all insurance coverages required by this article remain in full force and effect without any lapse in coverage for the duration of this Agreement and until all performance required by Consultant has been completed, as determined by Contract Administrator. Consultant or its insurer shall provide notice to Authority of any cancellation or modification of any required policy at least thirty (30) days prior to the effective date of cancellation or modification, and at least ten (10) days prior to the

effective date of any cancellation due to nonpayment and shall concurrently provide Authority with a copy of its updated Certificates of Insurance evidencing continuation of the required coverage(s).

- 8.5** All required insurance policies must be placed with insurers or surplus line carriers authorized to conduct business in the State of Florida with an A.M. Best rating of A- or better and a financial size category class VII or greater, unless otherwise approved by the Contract Administrator in writing.
- 8.6** If Consultant maintains broader coverage or higher limits than the insurance requirements stated in Exhibit "C," Authority shall be entitled to all such broader coverages and higher limits. All required insurance coverage shall provide primary coverage and not require contribution from any Authority insurance, self-insurance or otherwise, which shall be in excess of and shall not contribute to the required insurance provided by Consultant.
- 8.7** Consultant shall declare in writing any self-insured retentions or deductibles over the limit(s) prescribed in Exhibit "C" and submit to Authority for approval at least fifteen (15) days prior to the date this Agreement is fully executed or commencement of Services. Consultant shall be solely responsible for and shall pay any deductible or self-insured retention applicable to any claim against Authority. Authority may, at any time, require Consultant to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. Consultant agrees that any deductible or self-insured retention may be satisfied by either the named insured or Authority, if so elected by Authority, and Consultant agrees to obtain same in endorsements to the required policies.
- 8.8** Unless prohibited by the applicable policy, Consultant waives any right to subrogation that any of Consultant's insurers may acquire against Authority and agrees to obtain same in an endorsement of Consultant's insurance policies.
- 8.9** Consultant shall require that each Subconsultant maintains insurance coverage that adequately covers the Services provided by that Subconsultant on substantially the same insurance terms and conditions required of Consultant under this article. Consultant shall ensure that all such Subconsultants comply with these requirements and that "Broward Authority" is named as an additional insured under the Subconsultants' applicable insurance policies. Consultant shall not permit any Subconsultant to provide Services unless and until all applicable requirements of this article are satisfied.
- 8.10** If any of the policies required under this article provide claims-made coverage: (1) any retroactive date must be prior to the date this Agreement is fully executed; (2) the required coverage must be maintained after termination or expiration of the Agreement

for at least the duration stated in Exhibit “C;” and (3) if coverage is canceled or nonrenewed and is not replaced with another claims-made policy form with a retroactive date prior to the date this Agreement is fully executed, Consultant must obtain and maintain “extended reporting” coverage that applies after termination or expiration of the Agreement for at least the duration stated in Exhibit “C”.

#### **Article IX. EQUAL EMPLOYMENT OPPORTUNITY AND CBE/SBE COMPLIANCE**

- 9.1** Consultant and Subconsultants shall not discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement. Consultant shall include the foregoing or similar language in its contracts with any Subconsultants, except that any project assisted by the U.S. Department of Transportation funds shall comply with the nondiscrimination requirements in 49 C.F.R. Parts 23 and 26.
- 9.2** By January 1 of each year, if applicable, Consultant must certify and cause each of its Subconsultants to certify, identifying the ownership of the entity and indicating whether the entity is majority-owned by persons fitting specified classifications.
- 9.3** The presence of a “pay when paid” provision in a Consultant’s contract with a CBE firm shall not preclude Authority or its representatives from inquiring into claims of nonpayment or exercising any right stated in Section 4.7.

#### **Article X. MISCELLANEOUS**

- 10.1** **Contract Administrator Authority.** The Contract Administrator is authorized to coordinate and communicate with Consultant to manage and supervise the performance of this Agreement. Consultant acknowledges that the Contract Administrator has no authority to make changes that would increase, decrease, or otherwise materially modify the Scope of Work except as expressly set forth in this Agreement. Unless expressly stated otherwise in this Agreement, the Contract Administrator or designee may exercise ministerial authority in connection with the day-to-day management of this Agreement provided that such instructions and determinations do not change the Scope of Work. The Contract Administrator may also approve in writing minor modifications to the Scope of Work that do not increase the total cost to Authority or waive any rights of Authority. Consultant shall notify Contract Administrator in writing of Consultant’s representative(s) to whom matters involving the Project shall be addressed.
- 10.2** **Rights in Documents and Work.** Any and all documents, reports, studies, photographs, surveys, drawings, maps, models, photographs, specifications, materials, data, or other work created by Consultant in connection with performing Services, in their native file format, whether finished or unfinished (“Documents and Work”), shall be owned by

Authority, and Consultant hereby transfers to Authority all right, title, and interest, including any copyright or other intellectual property rights, in or to the Documents and Work. Upon expiration or termination of this Agreement, the Documents and Work shall become the property of Authority and shall be delivered by Consultant to the Contract Administrator within fifteen (15) days after expiration or termination. Any compensation due to Consultant may be withheld until all Documents and Work are received as provided in this Agreement. Consultant shall ensure that the requirements of this section are included in all agreements with all Subconsultant(s).

**10.3 Public Records.** Notwithstanding any other provision in this Agreement, any action taken by Authority in compliance with, or in a good faith attempt to comply with, the requirements of Chapter 119, Florida Statutes, shall not constitute a breach of this Agreement. If Consultant is acting on behalf of Authority as stated in Section 119.0701, Florida Statutes, Consultant shall:

**10.3.1** Keep and maintain public records required by Authority to perform the services under this Agreement;

**10.3.2** Upon request from Authority, provide Authority with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by Applicable Law;

**10.3.3** Ensure that public records that are exempt or confidential and exempt from public record requirements are not disclosed except as authorized by Applicable Law for the duration of this Agreement and after completion or termination of this Agreement if the records are not transferred to Authority; and

**10.3.4** Upon completion or termination of this Agreement, transfer to Authority, at no cost, all public records in possession of Consultant or keep and maintain public records required by Authority to perform the services. If Consultant transfers the records to Authority, Consultant shall destroy any duplicate public records that are exempt or confidential and exempt. If Consultant keeps and maintains the public records, Consultant shall meet all requirements of Applicable Law for retaining public records. All records stored electronically must be provided to Authority upon request in a format that is compatible with the information technology systems of Authority.

If Consultant receives a request for public records regarding this Agreement or the Services, Consultant must immediately notify the Contract Administrator in writing and provide all requested records to Authority to enable Authority to timely respond to the public records request. Authority will respond to all such public records requests.



Consultant must separately submit and conspicuously label as “RESTRICTED MATERIAL – DO NOT PRODUCE” any material (a) that Consultant contends constitutes or contains its trade secrets under Chapter 688, Florida Statutes, or (b) for which Consultant asserts a right to withhold from public disclosure as confidential or otherwise exempt from production under Florida public records laws (including Chapter 119, Florida Statutes) (collectively, “Restricted Material”). In addition, Consultant must, simultaneous with the submission of any Restricted Material, provide a sworn declaration or affidavit in a form acceptable to Authority from a person with personal knowledge attesting that the Restricted Material constitutes trade secrets or is otherwise exempt or confidential under Florida public records laws, including citing the applicable Florida statute and specifying the factual basis for each such claim. Upon request by Authority, Consultant must promptly identify the specific applicable statutory section that protects any particular document. If a third party submits a request to Authority for records designated by Consultant as Restricted Material, Authority shall refrain from disclosing such material unless otherwise ordered by a court of competent jurisdiction, authorized in writing by Consultant, or the claimed exemption is waived. Any failure by Consultant to strictly comply with the requirements of this section shall constitute Consultant’s waiver of Authority’s obligation to treat the records as Restricted Material. Consultant must indemnify and hold harmless Authority and its employees and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments, and liabilities of any kind, including attorneys’ fees, litigation expenses, and court costs, relating to nondisclosure of Restricted Material in response to a third-party request.

**IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT WEISS SEROTA HELFMAN COLE + BIERMAN, P.L. ATTN: JAMIE A. COLE, CUSTODIAN OF PUBLIC RECORDS AT 954-763-4242, [JCOLE@WSH-LAW.COM](mailto:JCOLE@WSH-LAW.COM), 200 EAST BROWARD BLVD., SUITE 1900, FORT LAUDERDALE, FLORIDA 33301.**

- 10.4 Audit Rights and Retention of Records.** Consultant and all Subconsultants shall preserve all Contract Records (as defined below) for a minimum period of three (3) years after expiration or termination of this Agreement or until resolution of any audit findings, whichever is longer. This article shall survive any dispute or litigation between the Parties, and Consultant expressly acknowledges and agrees to be bound by this article throughout the course of any dispute or litigation with Authority. Contract Records shall, upon reasonable notice, be open to Authority inspection and subject to audit and reproduction during normal business hours. Authority audits and inspections pursuant to this section may be performed by any Authority representative (including any outside representative engaged by Authority). Authority may conduct audits or inspections at any time during the term of this Agreement and for a period of three (3) years after the expiration or termination of this Agreement (or longer if required by Applicable Law). Authority may, without limitation, verify information, payroll distribution, and amounts

through interviews, written affirmations, and on-site inspection with Consultant's employees, Subconsultants, vendors, or other labor.

Contract Records include any and all information, materials and data of every kind and character, including, without limitation, records, books, papers, documents, subscriptions, recordings, agreements, purchase orders, leases, contracts, commitments, arrangements, notes, daily diaries, drawings, receipts, vouchers, memoranda, e-mails, and any and all other documents that pertain to rights, duties, obligations, or performance under this Agreement. Contract Records include hard copy and electronic records, written policies and procedures, time sheets, payroll records and registers, cancelled payroll checks, estimating work sheets, correspondence, invoices and related payment documentation, cost and expense reports, general ledgers, insurance rebates and dividends, and any other records pertaining to rights, duties, obligations or performance under this Agreement, whether by Consultant or Subconsultants.

Authority shall have the right to audit, review, examine, inspect, analyze, and make copies of all Contract Records at a location within Broward County. Consultant hereby grants Authority the right to conduct such audit or review at Consultant's place of business, if deemed appropriate by Authority, with seventy-two (72) hours' advance notice. Consultant agrees to provide adequate and appropriate workspace. Consultant shall provide Authority with reasonable access to Consultant's facilities, and Authority shall be allowed to interview all current or former employees to discuss matters pertinent to the performance of this Agreement. Consultant shall make all Contract Records available electronically in common file formats or via remote access if, and to the extent, requested by Authority.

Consultant shall, by written contract, require all Subconsultants to agree to the requirements and obligations of this section.

Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for Authority's disallowance and recovery of any payment upon such entry. If an audit or inspection reveals overpricing or overcharges to Authority of any nature by Consultant or its Subconsultants in excess of five percent (5%) of the total contract billings reviewed by Authority, Consultant shall make adjustments for the overcharges and pay liquidated damages pursuant to Section 5.8. Any adjustments or payments due as a result of such audit or inspection shall be made within thirty (30) days after presentation of Authority's findings to Consultant.

**10.5 Subconsultants.** Consultant shall utilize only the Subconsultants identified in Exhibit "E", Schedule of Subconsultants, to provide the Services for this Project. Consultant shall obtain written approval of Contract Administrator prior to changing or modifying the Schedule of Subconsultants, which shall be automatically updated upon such written approval. Consultant shall bind in writing each and every approved Subconsultant to the

terms stated in this Agreement, provided that this provision shall not, in and of itself, impose the insurance requirements set forth in Article 9 on Consultant's Subconsultants.

- 10.6 Assignment.** Neither this Agreement nor any interest herein shall be assigned, transferred, or encumbered without the written consent of the other Party. Any assignment, transfer, encumbrance, or subcontract in violation of this section shall be void and ineffective, constitute a breach of this Agreement, and permit the non-assigning Party to immediately terminate this Agreement, in addition to any other remedies available to the non-assigning Party at law or in equity. Authority reserves the right to condition its approval of any assignment, transfer, encumbrance, or subcontract upon further due diligence and an additional fee paid to Authority to reasonably compensate it for the performance of any such due diligence.
- 10.7 Indemnification of Authority.** Consultant shall indemnify and hold harmless Authority and its current, past, and future officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness or intentionally wrongful conduct of Consultant or other persons employed or utilized by Consultant in the performance of this Agreement. The provisions of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by Contract Administrator and Authority Attorney, any sums due Consultant under this Agreement may be retained by Authority until all of Authority's claims subject to this indemnification obligation have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by Authority.
- 10.8 Prior Agreements.** This Agreement represents the final and complete understanding of the Parties regarding the subject matter of this Agreement and supersedes all prior and contemporaneous negotiations and discussions regarding same. All commitments, agreements, and understandings of the Parties concerning the subject matter of this Agreement are contained herein.
- 10.9 Amendments.** Unless otherwise expressly authorized herein, no modification, amendment, or alteration of any portion of this Agreement is effective unless contained in a written document executed with the same or similar formality as this Agreement and by duly authorized representatives of Authority and Consultant.
- 10.10 Notices.** Unless otherwise stated herein, for notice to a Party to be effective under this Agreement, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via e-mail, to the addresses listed below and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). Addresses may be changed by the applicable Party providing notice of such change in accordance with this section.

FOR AUTHORITY:

Solid Waste Disposal and Recyclable Materials  
Processing Authority of Broward County, Florida  
Attn: Executive Director  
115 South Andrews Avenue, Room 112  
Fort Lauderdale, Florida 33301  
Email address:

FOR CONSULTANT:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Email address:

- 10.11 Interpretation.** The titles and headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include any other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as “herein” refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article of this Agreement, such reference is to the section or article as a whole, including all subsections thereof, unless the reference is made to a particular subsection or subparagraph of such section or article. Any reference to “days” means calendar days, unless otherwise expressly stated. Any reference to approval by Authority shall require approval in writing, unless otherwise expressly stated.
- 10.12 Consultant’s Staff.** Consultant will provide the key staff identified in its proposal for Project as long as said key staff are in Consultant’s employment. Consultant will obtain prior written approval of Contract Administrator to change key staff. Consultant shall provide Contract Administrator with such information as necessary for Authority to determine the suitability of proposed new key staff. Contract Administrator will be reasonable in evaluating key staff qualifications. If Contract Administrator desires to request removal of any of Consultant’s staff, Contract Administrator shall first meet with Consultant and provide reasonable justification for said removal; upon such reasonable justification, Consultant shall use good faith efforts to remove or reassign the staff at issue.
- 10.13 Drug-Free Workplace.** To the extent required under Section 287.087, Florida Statutes, Consultant certifies that it has and will maintain a drug-free workplace program for the duration of this Agreement.

- 10.14 Independent Contractor.** Consultant is an independent contractor under this Agreement, and nothing in this Agreement shall constitute or create a partnership, joint venture, or any other relationship between the Parties. In providing Services under this Agreement, neither Consultant nor its agents shall act as officers, employees, or agents of Authority, except as authorized by the Contract Administrator for permitting, licensing, or other regulatory requirements. Consultant shall not have the right to bind Authority to any obligation not expressly undertaken by Authority under this Agreement.
- 10.15 Sovereign Immunity.** Except to the extent sovereign immunity may be deemed to be waived by entering into this Agreement, nothing herein is intended to serve as a waiver of sovereign immunity by Authority nor shall anything included herein be construed as consent by Authority to be sued by third parties in any matter arising out of this Agreement.
- 10.16 Third-Party Beneficiaries.** Neither Consultant nor Authority intends to benefit a third party primarily or directly by this Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.
- 10.17 Conflicts.** Neither Consultant nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Consultant's loyal and conscientious exercise of judgment and care related to its performance under this Agreement. During the term of this Agreement, none of Consultant's officers or employees shall serve as an expert witness against Authority in any legal or administrative proceeding in which they or Consultant is not a party, unless compelled by legal process. Further, such persons shall not give sworn testimony or issue a report or writing, as an expression of such person's expert opinion that is adverse or prejudicial to the interests of Authority in connection with any such pending or threatened legal or administrative proceeding unless compelled by legal process. The limitations of this section shall not preclude Consultant or any persons in any way from representing themselves, including giving expert testimony in support of such representation, in any action or in any administrative or legal proceeding. If Consultant is permitted pursuant to this Agreement to utilize Subconsultants to perform any Services required by this Agreement, Consultant shall require such Subconsultants, by written contract, to comply with the provisions of this section to the same extent as Consultant.
- 10.18 Materiality and Waiver of Breach.** Each requirement, duty, and obligation set forth in this Agreement was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth in this Agreement is substantial and important to the formation of this Agreement, and each is, therefore, a material term. Authority's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach shall

not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of this Agreement. To be effective, any waiver must be in writing signed by an authorized signatory of the Party granting the waiver.

**10.19 Compliance with Laws.** Consultant and the Services must comply with all Applicable Law, including, without limitation, the Americans with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and the requirements of any applicable grant agreements.

**10.20 Severability.** If any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.

**10.21 Joint Preparation.** This Agreement has been jointly prepared by the Parties and shall not be construed more strictly against either Party.

**10.22 Priority of Provisions.** If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached to, referenced by, or incorporated in this Agreement and any provision within an article or section of this Agreement, the article or section shall prevail and be given effect.

**10.23 Law, Jurisdiction, Venue, Waiver of Jury Trial.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **EACH PARTY HEREBY EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A DEMAND FOR A JURY TRIAL AFTER WRITTEN NOTICE BY THE OTHER PARTY, THE PARTY MAKING THE DEMAND FOR JURY TRIAL SHALL BE LIABLE FOR REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY TO CONTEST THE DEMAND FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.**

**10.24 Payable Interest.**

**10.24.1 Payment of Interest.** Unless prohibited by Applicable Law, Authority shall not be liable for interest to Consultant for any reason, whether as prejudgment interest or for any other purpose, and Consultant waives, rejects, disclaims, and surrenders any and all entitlement to interest in connection with a dispute or claim arising from, related to, or in connection with this Agreement.

- 10.24.2 Rate of Interest.** If the preceding subsection is inapplicable or is determined to be invalid or unenforceable by a court of competent jurisdiction, the annual rate of interest payable by Authority under this Agreement, whether as prejudgment interest or for any other purpose, shall be, to the full extent permissible under Applicable Law, one quarter of one percent (0.25%) simple interest (uncompounded).
- 10.25 Incorporation by Reference.** Any and all Recital clauses stated above are true and correct and are incorporated in this Agreement by reference. The attached Exhibits are incorporated into and made a part of this Agreement.
- 10.26 Counterparts and Multiple Originals.** This Agreement may be executed in multiple originals, and may be executed in counterparts, whether signed physically or electronically, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

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

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: SOLID WASTE DISPOSAL AND RECYCLABLE MATERIALS PROCESSING AUTHORITY OF BROWARD COUNTY, FLORIDA, through its EXECUTIVE COMMITTEE, signing by and through its Chair or Vice-Chair authorized to execute same by Board action on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, and CONSULTANT, signing by and through its \_\_\_\_\_, duly authorized to execute same.

**SOLID WASTE DISPOSAL AND RECYCLABLE  
MATERIALS PROCESSING AUTHORITY  
OF BROWARD COUNTY, FLORIDA**

By and through it's Executive Committee

By: \_\_\_\_\_  
Gregg Ross, Chair

\_\_\_\_ day of \_\_\_\_\_, 2024

APPROVED AS TO FORM AND LEGALITY

By: \_\_\_\_\_  
Jamie A. Cole, Interim Authority Counsel



**CONSULTANT**

**[insert name of consultant]**

By: \_\_\_\_\_  
Authorized Signer

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

WITNESS:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name of Witness above

**Exhibit A**  
**Scope of Work**

**Exhibit B  
Maximum Billing Rates**

Consultant/ [Name]  
Subconsultant:

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE (\$/HR)
[Insert staff titles]	\$0.00				\$0.00
	\$0.00				\$0.00
	\$0.00				\$0.00
	\$0.00				\$0.00
	\$0.00				\$0.00
	\$0.00				\$0.00
	\$0.00				\$0.00

Multiplier of X.XX is calculated as follows:

$$\text{OVERHEAD} = \text{HOURLY RATE} \times \text{OVERHEAD (X.XX\%)}$$

$$\text{FRINGE} = \text{HOURLY RATE} \times \text{FRINGE (X.XX\%)}$$

$$\text{OPERATING MARGIN} = (\text{HOURLY RATE} + \text{OVERHEAD} + \text{FRINGE}) \times \text{OPERATING MARGIN (X.XX\%)}$$

$$\text{MULTIPLIER} = (\text{HOURLY RATE} + \text{OVERHEAD} + \text{FRINGE} + \text{OPERATING MARGIN}) / \text{HOURLY RATE}$$

**[DELETE IF NOT APPLICABLE]**

**Notes:**

Consultant/Subconsultant **[AS APPLICABLE]** has elected to use "Safe Harbor" combined fringe benefit and overhead rate of 110% in accordance with Section 5.2.5.

**Exhibit B-1**  
**Reimbursables for Direct Non-Salary Expenses**

<b>Reimbursable</b>	<b>Maximum Reimbursable</b>
<b>Total Maximum Reimbursables:</b>	

**Exhibit C**  
**Minimum Insurance Requirements**

**Exhibit D**  
**Work Authorization No. [ ] under**  
**Agreement [ ] between Authority and [ ]**  
**for [ ]**

1. This Work Authorization is issued pursuant to the Agreement between Broward Authority (“Authority”) and [ ] (“Consultant”) (collectively referred to as the “Parties”) for [ ] (the “Agreement”), dated [ ].

2. This Work Authorization directs Consultant to provide the services described in Exhibit A of this Work Authorization and is issued pursuant to Article 6 of the Agreement.

3. Compensation and Method of Payment.

3.1 Payment for the services authorized by this Work Authorization shall be in accordance with Article 4 of the Agreement and the agreed method of compensation is as follows (check those boxes that apply):

3.1.1 Maximum Amount Not-To-Exceed Compensation. Authority shall pay Consultant for the performance of Services identified in Exhibit A to this Work Authorization as payable on a “Maximum Amount Not-To-Exceed” basis based upon the Salary Costs as described in Section 5.2 of the Agreement and Exhibit B of this Work Authorization, up to a maximum not-to-exceed amount of \$[ ].

3.1.2 Lump Sum Compensation. Authority shall pay Consultant for the performance of all Services identified in Exhibit A to this Work Authorization as payable on a “Lump Sum” basis and as set forth in Exhibit B of this Work Authorization, in a total lump sum amount of \$[ ].

3.1.3 Reimbursable Expenses. Authority has established a maximum not-to-exceed amount of \$[ ] for potential Reimbursable Expenses for work under this Work Authorization, which may be utilized pursuant to Section 5.3 of the Agreement. Authority will retain any unused amounts of those reimbursable expenses.

4. Consultant shall perform the services described in Exhibit A within:

[ ] calendar days (“Time for Performance”);  
 the time periods specified in the Project Schedule included in Exhibit A (“Time for Performance”); said time periods shall commence from the date of the Notice to Proceed for such services.

5. CBE Goals.

5.1 In an effort to assist Authority in achieving its overall goal as set forth in the Agreement, Consultant agrees to meet the following CBE participation goals by utilizing the CBE firms for the work and dollar values described in Section 5.2 below: [\_\_\_\_\_] %.

5.2 In performing services for this Project, Authority and Consultant hereby incorporate Consultant's participating CBE firms, addresses, scope of work, and dollar value identified in Exhibit C to this Work Authorization, which is incorporated herein.

6. The terms and conditions of the Agreement are hereby incorporated into this Work Authorization. Nothing contained in this Work Authorization shall alter, modify, or change in any way the terms and conditions of the Agreement.

7. This Work Authorization is effective upon complete execution by Authority and Consultant. This Work Authorization may be executed in multiple originals, and may be executed in counterparts, whether signed physically or electronically, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

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

IN WITNESS WHEREOF, the Parties have made and executed this Work Authorization No. [\_\_\_\_\_]: AUTHORITY, by and through its [\_\_\_\_\_], as authorized pursuant to Section 5.3 of the Agreement, and [\_\_\_\_\_], signing by and through its [\_\_\_\_\_], duly authorized to execute same.

AUTHORITY

**SOLID WASTE DISPOSAL AND RECYCLABLE MATERIALS  
PROCESSING AUTHORITY  
OF BROWARD COUNTY, FLORIDA**

By and through it's Executive Committee

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

Gregg Ross, Chair

\_\_\_\_ day of \_\_\_\_\_, 2024

APPROVED AS TO FORM AND LEGALITY

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

Jamie A. Cole, Interim Authority Counsel

CONSULTANT

WITNESS:

**[Insert Consultant Name]**

\_\_\_\_\_  
(Signature)

By \_\_\_\_\_  
Authorized Signer

\_\_\_\_\_  
Print Name

\_\_\_\_ day of \_\_\_\_\_, 20\_\_.



**Exhibit E**  
**Schedule of Subconsultants**

Project Title:

Facility Name:

---

<b>No.</b>	<b>Firm Name</b>	<b>Discipline</b>
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		