

CITY OF WAUCHULA

REQUEST FOR PROPOSALS SOLID WASTE RATE STUDY

Sealed proposals will be received in the City Clerk's Office, **on or before 10:00 a.m. EST on March 20, 2024.**

Attached are important instructions and specifications regarding responses to this Request for Proposals. Failure to follow these instructions could result in disqualification.

Questions regarding this proposal must be in writing and must be sent to Stephanie Camacho, City Clerk, email: scamacho@cityofwauchula.com; fax (863) 773-0773. All questions must be received by 5:00 p.m. EST on March 13, 2024.

Prospective proposers shall not contact, communicate with or discuss any matter relating in any way to the Request for Proposals with the City Commissioners, any employee of the City of Wauchula, other than the City Clerk or as directed in the cover page of the Request for Proposals. Such communications initiated by a proposer shall be grounds for disqualifying the offending proposer from consideration for award of the proposal and/or any future proposal.

Proposals may be mailed, express mailed or hand delivered to:

**City of Wauchula
Stephanie Camacho, City Clerk
126 S. 7th Avenue
Wauchula, Florida 33873**

The face of the sealed envelope must be clearly marked “RFP #24-01, Solid Waste Rate Study” and marked with the respondent’s name and address. Proposals received after 10:00 a.m. EST on March 20, 2024 will not be accepted.

INTRODUCTION

The City of Wauchula, a municipal corporation, seeks the submittal of proposals from qualified firms who are interested in reviewing solid waste services to develop a comprehensive waste management rate study. The City of Wauchula operates a Solid Waste Department which provides residential and commercial services, including yard trash and bulk item collection. The City does not collect construction/demolition debris. The City disposes of all solid waste at the Hardee County Landfill. In order to achieve the best level of service for our customers, the City is seeking to hire a consultant to evaluate its current rate structure and ordinances, and make recommendations for

updates to the existing solid waste regulations and the best methods to account and charge for solid waste collection and disposal.

A selection committee will review the qualifications of all submitting firms. The City reserves the right to determine, at its sole discretion, whether the proposals satisfactorily meets the criteria established in this RFP, and the right to seek clarification from any firm(s) submitting a proposal. Only those judged to be qualified proposals would be further evaluated. Firms may be requested to make presentations to the selection committee and/or City Commission. During the review process, and until the final selection has been made by the City Commission, proposers are prohibited from meeting with or discussing a submittal with any member of the selection committee or the City Commission, unless requested to do a presentation or provide clarification on a proposal.

All interested parties must submit the requested information within the time frame provided herein. Proposals shall be prepared with the utmost attention to fair, ethical evaluation standards.

It is the intent of the City to negotiate a Professional Services Agreement for the work described. The Professional Services Agreement will be in force until the completion of the project.

SCOPE OF SERVICES

The City requires the support of a consultant for a solid waste rate study, including all tasks necessary for development and implementation of a new solid waste rate structure. Tasks will include but are not limited to:

- Review of the City's current rate structure, ordinances and supporting documentation.
- Analysis of the City's solid waste user characteristics.
- Analysis of revenue and costs for the solid waste department.
- Recommend strategies and improvements from a financial standpoint.
- Analysis and comparison of the City's solid waste rates and services with others in the region.
- Review of capital improvement plans and needs identified by the City for all components of its solid waste infrastructure.
- Identification of potential solid waste funding sources and scenarios.
- Interaction with City staff members and others who may be assigned the task of developing these new rate structures.
- Identification of various solid waste rate structures and methodologies for City Commission consideration.
- Development of rate forecast up to 10 years based on forecasted costs.
- Development of a spreadsheet based pro-forma model that will become the property of the City which will allow staff to compare different scenarios and report on the results for future projections/recommendations.

- Presentation of proposed and recommended solid waste rate structures to the City Commission and public.
- Development of proposed revisions to the City ordinances necessary to implement the new solid waste regulations and rate structure.
- Draft and final reports that document the process used in development of the solid waste rate structure and the final rate structure.

PROJECT SCHEDULE

The schedule for services described herein will be formalized during the project contract negotiations. In general, the negotiated project schedule shall comply with the intent of the schedule presented below. The consultant, in conjunction with City staff will prepare a schedule for completion of each phase of the project. These schedules will include milestone dates for completion of the individual tasks identified in the project contract negotiations. These schedules will be integrated into and become part of the project contracts.

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| • Proposals due | March 2024 |
| • Interview consultants, if requested | March 2024 |
| • Present recommendation to City Commission for approval | April 2024 |
| • Notice to Proceed | April 2024 |
| • Present Final Rate Study to City Commission | September 2024 |
| • Project Complete | September 2024 |

SUBMITTAL

Submittals should not contain information in excess of that requested, must be concise, and must specifically address the issues of this RFP. The submittals should include the following items in the order below:

1. **Letter of Transmittal:** Briefly state your understanding of the work to be done and provide a positive commitment to perform the work within a specified time period.
2. **Profile of Firm and Qualifications:**
 - a. Give a brief history of the firm. State whether the firm is local, regional or national. State the location of the office from which the work will be performed. Describe present size of the firm and nature of services offered.
 - b. Give brief resume of key persons to be assigned to the project including but, not limited to how many years employed with this and other firms, experience on similar projects and education.
 - c. Provide a list of similar projects which best illustrate the experience of the firm. List no more than ten (10) projects completed within the last five (5) years. For each project listed, include the name and current contact

information of a representative for whom the project was undertaken who can verify satisfactory performance and professionalism.

3. **Project Approach and Schedule:** Describe in detail the approach to the project identifying all tasks and activities that the firm will perform. Provide a project schedule identifying major activities and the amount of time required to complete each project activity. Include any innovative approaches to providing the services.
4. **Proposed Cost:** The compensation schedule shall be devised based on the tasks outlined in the project schedule. Each task shall contain a cost, and shall be tallied for a grand total at the bottom of the compensation schedule. The compensation schedule may include multiple methodology options with applicable costs.

SELECTION AND EVALUATION PROCEDURES

A selection committee will review the proposals received. The evaluation criteria listed below will be utilized to evaluate the proposals. Interviews with firms may then be scheduled with the selection committee and/or the City Commission before a final decision is made. The City shall be the sole judge of its own best interests, the proposals and the resulting negotiated agreement. The City's decisions will be final.

Consultants will be evaluated using a number of factors including, but not limited to, the following:

- Qualifications and experience of staff (20 points)
- Prior Experience with similar projects (35 points)
- Project Approach and schedule (15 points)
- Availability/Accessibility of staff (5 points)
- Proposed Fee Schedule (25 points)

Pursuant to section 287.05701, Florida Statutes, the City is prohibited from, and will not request documentation of or consider, a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor. Moreover, the City will not give preference to a vendor based on the vendor's social, political, or ideological interests.

RESPONSE

Interested parties are invited to submit one (1) original marked "ORIGINAL" and five (5) copies marked "COPY" of their proposal in a sealed envelope to the City Clerk. The envelope should be labeled "**RFP #24-01, Solid Waste Rate Study**" and marked with the respondent's name and address. Proposals may be mailed or delivered to:

City of Wauchula

**Stephanie Camacho, City Clerk
126 S. 7th Avenue
Wauchula, Florida 33873**

The submittal shall be received by the City only at the above address on or before **10:00 a.m. EST, March 20, 2024.**

The delivery of the submittal on or before the specified time on the above date is solely the responsibility of the proposer.

The submittal may be withdrawn either by written notice to the City Clerk or in person, if properly identified, at any time prior to the above submittal deadline.

GENERAL CONDITIONS

CONTACT

After the issuance of any Request for Proposals, prospective proposers shall not contact, communicate with or discuss any matter relating in any way to the Request for Proposals with the City Commission, and any employee of the City of Wauchula, other than the City Clerk or as directed in the Request for Proposals. This prohibition begins with the issuance of any Request for Proposals and ends upon execution of the final contract. Such communications initiated by a proposer **shall** be grounds for disqualifying the offending proposer from consideration for award of the proposal and/or any future proposal.

INSURANCE REQUIREMENTS

Before any work commences, the selected firm, if any, shall, without in any way altering their liability, obtain, pay for and maintain insurance for the coverages and amounts of coverage not less than those set forth below, and shall provide the City original Certificates of Insurance satisfactory to the City to evidence such coverage. The City of Wauchula, a municipal corporation, shall be an additional named insured on all policies related to the project, excluding workers' compensation and professional liability. The Workers' Compensation policy shall contain a waiver of subrogation in favor of the City of Wauchula. All insurance coverage shall be written with a company having an A.M. Best Rating of at least the "A" category and size category of VIII. Absent the permission of the City, the firm's self-insured retention or deductible per line of coverage shall not exceed \$25,000. The City requires thirty (30) days written notice of cancellation and ten (10) days written notice of non-payment. In the event of any failure by the firm to comply with the provisions, the City may, at its option and on notice to the firm, suspend the project for cause until there is full compliance. Alternatively, the City may purchase such insurance at the firm's expense, provided that the City shall have no obligation to do so. The City's purchase of insurance shall not relieve or excuse the firm of its obligation to obtain and maintain such insurance amounts and coverages.

- Worker’s Compensation and Employer’s Liability Insurance providing statutory benefits, including those that may be required by any applicable federal statute:

Admitted in Florida	Yes
Employer’s Liability	\$100,000
All States Endorsement	Statutory
Voluntary Compensation	Statutory

- Commercial General Liability Insurance. \$1,000,000 combined single limit of liability for bodily injuries, death, and property damage, and personal injury resulting from any one occurrence, including the following coverages:

Premises and Operations; Broad Form Commercial General Liability Endorsement to include blanket contractual liability (specifically covering, but not limited to, the contractual obligations assumed by the Firm); Personal Injury (with employment and contractual exclusions deleted) and Broad Form Property Damage coverages.

- Comprehensive Automobile Liability Insurance. \$1,000,000 combined single limit of liability for bodily injuries, death, and property damage, and personal injury resulting from any one occurrence, including all owned, hired and non-owned vehicles.
- Professional Liability Insurance. \$1,000,000 per occurrence, exclusive of defense costs.

INDEMNIFICATION

Consultant shall, in addition to any other obligation to indemnify the City and to the fullest extent permitted by law, protect, defend (by counsel reasonably acceptable to City), indemnify, and hold harmless the City, its agents, elected officials, and employees from and against, including, but not limited to, all claims, actions, liability, losses, damages, penalties, expense, and costs (including attorney’s fees) arising out of any actual or alleged bodily injury, sickness, disease or death, or injury to or destruction of tangible property, including the loss of use resulting therefrom, or any other damage or loss arising out of or resulting from, or claims to have resulted in whole or in part from (i) the failure of the Consultant, its subconsultants, agents, employees, or invitees, to comply with applicable non-conflicting laws, rules or regulations; (ii) the breach by Consultant of its obligations under this Agreement; (iii) any claim for trademark, patent or copyright infringement arising out of the scope of Consultant’s performance of this Agreement; (iv) the negligent act, errors or omissions, or intentional or willful misconduct, of the Consultant, its sub-consultants, agents, employees and invitees; or (v) liens, claims or actions made by the consultant or any subcontractor or other party performing the work; provided, however, that Consultant shall not be obligated to defend or indemnify the City with respect to any such claims or damages arising out of the City’s negligence.

PUBLIC ENTITY CRIMES STATEMENT

Pursuant to section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid or proposal on a contract to provide any goods or services to a public entity, may not submit a bid or proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. By submitting this proposal, the proposer hereby certifies that they have complied with said statute.

EQUAL OPPORTUNITY/AFFIRMATIVE ACTION/NONDISCRIMINATION

The City is an equal opportunity/affirmative action employer. The City is committed to equal opportunity employment effort; and expects firms that do business with the City to have a vigorous affirmative action program. Any proposer who enters a contract with the City must covenant and agree that no employee or applicant for employment with the proposer's company will be discriminated against during the course of employment or in the application process with respect to hiring, tenure, terms, conditions, or privileges of employment, because of race, color, religion, sex, gender, age, disability, national origin, marital status, political affiliation, familial status, pregnancy, gender or sexual orientation, or veteran or service member status.

Any proposer who enters into a Contract with the City must also acknowledge its continuous duty to disclose to the City if it or any of its affiliates, as defined by Section 287.134(1)(a), Florida Statutes, has been placed on the Discriminatory Vendor List. Pursuant to Section 287.134(2)(a), Florida Statutes: "An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity."

WOMEN/MINORITY BUSINESS ENTERPRISE OUTREACH

The City hereby notifies all Proposers that W/MBE's are to be afforded a full opportunity to participate in any request for proposal by the City and will not be subject to discrimination on the basis of race, color, sex or national origin.

DEVELOPMENT COSTS

Neither the City nor its representative(s) shall be liable for any expenses incurred in connection with preparation of a response to the RFP. Proposers should prepare their proposals simply and economically, providing a straightforward and concise description of the proposer's ability to meet the requirements of the RFP.

APPLICABLE LAWS AND COURTS

This RFP and any resulting agreements shall be governed in all respects by the laws of the State of Florida and any litigation with respect thereto shall be brought only in the courts of Hardee County, Florida or the United States District Court, Middle District of Florida, located in Hillsborough County, Florida. The proposer shall comply with all applicable federal, state and local laws and regulations.

CONTRACTUAL MATTERS

A copy of the proposed Professional Services Agreement to be entered into with the successful proposer(s) is included with this RFP as Attachment "A".

All contracts are subject to final approval of the City of Wauchula City Commission. Persons who incur expenses or change position in anticipation of a contract prior to the Commission's approval do so at their own risk.

PROPRIETARY INFORMATION

In accordance with Chapter 119 of the Florida Statutes (Public Records Law), and except as may be provided by other applicable State and Federal Law, all proposers should be aware that Request for Proposals and the responses thereto are in the public domain. However, the proposers are required to **identify specifically** any information contained in their proposals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure.

All proposals received from proposers in response to this Request for Proposals will become the property of the City and will not be returned to the proposers. In the event of contract award, all documentation produced as part of the contract will become the exclusive property of the City.

E-VERIFY REQUIREMENTS

Effective January 1, 2021, public and private employers, contractors, and subcontractors must require registration with, and use of the E-Verify system in order to verify the work authorization status of all newly hired employees. All proposers are hereby notified that the City requires all vendors, contractors, and subcontractors to register with and use the E-Verify system as more fully set forth in the Contract attached to this RFP as Attachment A.

LIMITATIONS

This request does not commit the City of Wauchula to award a contract. Proposers will assume all costs incurred in the preparation of their response to this RFP. The City reserves the right to: 1) accept or reject qualifications and/or proposals in part or in whole; 2) request additional qualification information; 3) limit and determine the actual contract services to be included in a contract; 4) obtain information for use in evaluating submittals from any source and 5) reject all submittals.

ATTACHMENT " A "
PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is entered into this _____ day of _____, 2024, between the CITY OF WAUCHULA, a municipal corporation, organized and existing under the laws of the State of Florida, by and through its City Commission, situated at 126 S. 7th Avenue, Wauchula, Florida 33873, hereinafter referred to as CITY, and _____ a _____ corporation, headquartered at _____ hereinafter referred to as CONSULTANT, and whose Federal Employer Identification Number is _____:

WHEREAS, CITY desires to engage a Consultant that has a special and unique competence and experience in performing consulting services necessary to provide a Solid Waste Rate Study; and,

WHEREAS, CITY has solicited these services in RFP #24-01, included by reference as to the scope of services contained herein; and

WHEREAS, CONSULTANT represents it is capable and prepared to provide such Services; and

WHEREAS, pursuant to section 287.05701, Florida Statutes, the City is prohibited from, and has not requested documentation of or considered, any vendor's social, political, or ideological interests when determining whether the vendor is a responsible vendor. Moreover, the City has not given preference to any vendor based on the vendor's social, political, or ideological interests; and

NOW, THEREFORE, in consideration of the promises contained herein, the parties hereto agree as follows:

1.0 Term

1.1 This Agreement shall take effect on the date of its execution by the City Manager.

1.2 The term of this Agreement shall extend until the completion of the services required hereunder and in accordance with the project requirements and schedule, unless otherwise terminated as provided herein.

2.0 Services to Be Performed by CONSULTANT

2.1 CONSULTANT shall perform the services as generally described in the Scope of Work Exhibit "A".

3.0 Compensation

3.1 CITY shall pay CONSULTANT in accordance with Exhibit "B", "Compensation Schedule", which is attached hereto and incorporated by reference as part of this Agreement.

3.2 The Compensation Schedule, as set out in Exhibit "B" may be adjusted by an Amendment to the Professional Services Agreement, after mutual written agreement of the parties. The City Manager will approve and execute any compensation schedule amendment.

3.3 Each individual invoice shall be due and payable forty-five (45) days after receipt by the CITY of a correct, fully documented invoice, in form and substance satisfactory to the CITY. All invoices shall be delivered to:

City of Wauchula
126 S. 7th Avenue
Wauchula, FL 33873

3.4 In order for both parties herein to close their books and records, the CONSULTANT will clearly state "Final Invoice" on the CONSULTANT's final/last billing to the CITY. This certifies that all services have been properly performed and all charges and costs have been invoiced to the CITY. Since this account will thereupon be closed, any and other further charges if not properly included on this final invoice are waived by the CONSULTANT.

4.0 Insurance

4.1 General Provisions

4.1.1 Before any work commences, CONSULTANT shall, without in any way altering their liability, obtain, pay for, and maintain insurance for the coverages and amounts of coverage not less than those set forth below in 4.2 through 4.5 and shall provide the CITY with a Certificate of Insurance and an opportunity to inspect a certified copy of each policy applicable to this Agreement, followed thereafter by an annual Certificate of Insurance satisfactory to the CITY to evidence such coverage. Such certificates will provide that there shall be no termination, non-renewal, modification or expiration of such coverage without thirty (30) days prior written notice to the CITY.

4.1.2 The CITY, its officers, agents, employees, and City Commissioners, shall be named as an additional insured on all CONSULTANT policies related to the project, excluding professional liability and worker's compensation; such policies must provide that such insurance is primary to any other insurance available to the additional insureds with respect to claims covered under the policy, and must provide that such insurance coverage applies separately to each insured against whom claims are made or suit is brought; but the inclusion of more than one insured shall not

operate to increase the insurer's limit of liability. All policies required under this section must be an "Occurrence" form. The policies shall contain a waiver of subrogation in favor of the City of Wauchula. All insurance coverage shall be written with an insurer having an A.M. Best Rating of a least the "A" category and size category of VIII.

4.1.3 The CONSULTANT's self-insured retention or deductible per line of coverage shall not exceed \$25,000.00 without the permission of the CITY.

4.1.4 If there is any failure by the CONSULTANT to comply with the provisions of this section, the CITY may, at its option, on notice to the CONSULTANT, suspend the work for cause until there is full compliance.

4.1.5 CITY may, at its sole discretion, purchase such insurance at CONSULTANT's expense provided that the CITY shall have no obligation to do so and if the CITY shall do so, it shall not relieve CONSULTANT of its obligation to obtain insurance.

4.1.6 The CONSULTANT shall not be relieved of or excused from the obligation to obtain and maintain such insurance amount and coverages.

4.1.7 All CONSULTANT's sub-contractors shall be required to include CITY and CONSULTANT as additional insured on their General Liability Insurance policies.

4.1.8 In the event that subconsultants used by the CONSULTANT do not have insurance, or do not meet the insurance limits, CONSULTANT shall indemnify and hold harmless the CITY for any claim in excess of the subconsultants' insurance coverage.

4.1.9 The CONSULTANT shall not commence work under this Agreement until all insurance required as stated herein has been obtained and such insurance has been approved by the CITY.

4.2 Comprehensive Automobile Liability Insurance. \$1,000,000.00 combined single limit of liability for bodily injuries, death and property damage resulting from any one occurrence, including all owned, hired, and non-owned vehicles.

4.3 Commercial General Liability. \$1,000,000.00 combined single limit of liability for bodily injuries, death and property damage, and personal injury resulting from any one occurrence, including the following coverages:

4.3.1 Premises and Operations:

Broad Form Commercial General Liability
Endorsement to include Blanket Contractual liability
(specifically covering, but not limited to, the
contractual obligations assumed by the Firm);
Personal Injury (with employment and contractual

exclusions deleted); and Broad Form Property Damage coverage.

4.4 Professional Liability Insurance. \$1,000,000.00 per occurrence, exclusive of defense costs.

4.5 Worker's Compensation. The CONSULTANT shall provide, pay for, and maintain worker's compensation insurance on all employees, its agents or subcontractors as required by Florida Statutes.

5.0 Standard of Care

5.1 CONSULTANT has represented to the CITY that it has the personnel and experience necessary to perform the work in a professional and workmanlike manner.

5.2 CONSULTANT shall exercise the same degree of care, skill, and diligence in the performance of the Services as is provided by a professional of like experience, knowledge and resources, under similar circumstances.

5.3 CONSULTANT shall, at no additional cost to CITY, re-perform services which fail to satisfy the foregoing standard of care or otherwise fail to meet the requirement of this Agreement.

5.4 The CONSULTANT warrants that all services shall be performed by skilled and competent personnel to the professional standards in the field.

6.0 Indemnification

6.1 General. Having considered the risks and potential liabilities that may exist during the performance of the Services and in consideration of the promises included herein, CITY and CONSULTANT agree to allocate such liabilities in accordance with this Section. The parties agree that one percent (1%) of the total compensation paid to Consultant for the services performed under this Agreement constitutes specific consideration to Consultant for the indemnification provided under this Agreement.

6.2 Indemnification

6.2.1 CONSULTANT, to the extent permitted by law and in addition to any other obligation to indemnify the City, shall indemnify, defend (by counsel reasonably acceptable to CITY), protect and hold CITY, and its officers, employees and agents, free and harmless from and against any and all, including, but not limited to, any claims, actions, causes of action, liabilities, penalties, forfeitures, damages, losses, expenses and costs (including, without limitation, attorney's fees and costs during negotiation, through litigation and all appeals therefrom), arising out of any

actual or alleged bodily injury, sickness, disease or death, or injury to or destruction of tangible property, including the loss of use resulting therefrom, or any other damage or loss arising out of or resulting from, or claims to have resulted in whole or in part from (i) the failure of the Consultant, its subconsultants, agents, employees, or invitees, to comply with applicable non-conflicting laws, rules or regulations; (ii) the breach by Consultant of its obligations under this Agreement; (iii) any claim for trademark, patent or copyright infringement arising out of the scope of Consultant's performance of this Agreement; (iv) the negligent act, errors or omissions, or intentional or willful misconduct, of the Consultant, its sub-consultants, agents, employees and invitees; or (v) liens, claims or actions made by the consultant or any subcontractor or other party performing the work; provided, however, that Consultant shall not be obligated to defend or indemnify the City with respect to any such claims or damages arising out of the City's negligence.

6.2.2 CITY review, comment and observation of the CONSULTANT's work and performance of this Agreement shall in no manner constitute a waiver of the indemnification provisions of this Agreement.

6.2.3 CONSULTANT agrees that it bears sole legal responsibility for its work and work product, and the work and work product of subconsultants and their employees, and/or for CONSULTANT's performance of this Agreement and its work product(s).

6.3 Survival. Upon completion of all Services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Agreement shall survive as if the Agreement were in full force and effect.

7.0 Independent Contractor

7.1 CONSULTANT undertakes performance of the Services as an independent contractor and shall be wholly responsible for the methods of performance.

7.2 CITY shall have no right to supervise the methods used, but CITY shall have the right to observe such performance.

7.3 CONSULTANT shall work closely with CITY in performing Services under this Agreement.

7.4 The CONSULTANT shall not pledge the CITY's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien or any form of indebtedness and shall have no right to speak for or bind the CITY in any manner.

7.5 CONSULTANT further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

7.6 This Agreement does not create an employer/employee relationship between the parties. The parties agree and intend that CONSULTANT is a separate and independent enterprise from the City. This Agreement shall not be construed as creating any joint employment relationship between the CONSULTANT and the City and the City will not be liable for any obligation incurred by the CONSULTANT, including but not limited to unpaid minimum wages and/or overtime, or any other obligation of CONSULTANT, whether arising under state or federal law, or contract, to CONSULTANT'S employees, subcontractors, or subvendors.

8.0 Authority to Practice

8.1 The CONSULTANT hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner.

9.0 Compliance with Laws, Public Records, Trade Secrets, and Publications

9.1 In performing the Services, CONSULTANT shall comply with all applicable regulatory requirements, including federal, state, special district, and local laws, rules, regulations, orders, codes, criteria, and standards.

9.2 Public Records. The parties acknowledge and agree that the City is a public agency subject to Chapter 119, Florida Statutes. To the extent CONSULTANT is a company acting on behalf of the City pursuant to Section 119.0701, Florida Statutes, CONSULTANT must comply with all public records laws in accordance with Chapter 119, Florida Statutes. In accordance with Chapter 119, Florida Statutes, CONSULTANT agrees to:

(1) Keep and maintain all records that ordinarily and necessarily would be required by the City to perform the services under this Agreement.

(2) Upon request from the City, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the costs provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

(3) Ensure that public records that are exempt, or confidential and exempt, from public records disclosures are not disclosed as except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the CONSULTANT does not transfer the records to the City.

(4) Upon completion of the services under this Agreement, at no cost, either transfer to the City all public records in the CONSULTANT'S possession or keep and

maintain public records required by the City to perform the services. If the CONSULTANT transfers all public records to the City upon completion of the services, the CONSULTANT must destroy any duplicate public records that are exempt, or confidential and exempt, from public records disclosure requirements. If the CONSULTANT keeps and maintains public records upon completion of the services under this Agreement, the CONSULTANT must meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City, in a format that is compatible with the information technology systems of the City.

(5) IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE COMPANY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS AT: Stephanie Camacho, City Clerk, email: scamacho@cityofwauchula.com; fax (863) 773-0773.

If the CONSULTANT does not comply with the provisions of this section, the City will enforce the Agreement provisions in accordance herewith and may unilaterally cancel this Agreement in accordance with Florida law.

9.3 Trade Secrets and Proprietary Confidential Business Information. Documents submitted by CONSULTANT which CONSULTANT contends constitute trade secrets as defined in Sections 812.081 and 688.002, Florida Statutes, or confidential and proprietary business information when held by the City as a utility owner, consistent with Section 119.0713(5), Florida Statutes, and which are clearly marked or stamped as confidential by the CONSULTANT at the time of submission to the City, will not be subject to public access. However, should a requestor of public records challenge CONSULTANT's claim of trade secret or confidential and proprietary business information, within five (5) calendar days of such challenge, CONSULTANT must provide a separate written affidavit that includes an indemnification and release guarantee, as approved by the City Attorney or designee, to the City to support its claim that the alleged trade secrets or proprietary and confidential business information actually constitutes same as defined by law. CONSULTANT must demonstrate the need for confidentiality of the documentation by showing a business advantage or opportunity to obtain an advantage would be gained if the documentation were released. Otherwise, CONSULTANT is required to timely seek a protective order in the Circuit Court of Hardee County to prevent the City's release of the requested records.

9.4 Drug Free Workplace. CONSULTANT shall comply with the applicable provisions of the Drug-Free Work Place Act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 USC § 701 et seq.) and maintain a drug-free work environment; and the final rule, government-wide requirements for drug-free work place issued by the Office of Management and Budget to implement the provisions of the Drug-Free Work Place Act of 1988 is incorporated by reference and the CONSULTANT shall comply with the relevant provisions thereof, including any amendments, which are made part of this Agreement.

10.0 Subcontracting

10.1 The CITY reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractor.

10.2 If a subcontractor fails to perform or make progress, as required by this Agreement, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the CONSULTANT shall promptly do so, subject to acceptance of the new subcontractor by the CITY. Failure of a Subcontractor to timely or properly perform its obligations shall not relieve CONSULTANT of its obligations hereunder.

11.0 Federal and State Taxes

11.1 The CITY is exempt from Federal Tax and State Sales and Use Taxes. Upon request, the CITY will provide an exemption certificate to CONSULTANT. The CONSULTANT shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the CITY, nor shall the CONSULTANT be authorized to use the CITY's Tax Exemption Number in securing such materials.

12.0 Public Entity Crimes, Scrutinized Companies pursuant to Section 287.135 and Section 215.473, Florida Statutes.

12.1 Pursuant to Section 287.133(2)(a), Florida Statutes, CONSULTANT hereby certifies that neither it nor its affiliate(s) have been placed on the convicted vendor list following a conviction for a public entity crime. If placed on that list, CONSULTANT must notify the City immediately and may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

12.2 CONSULTANT hereby certifies that it: (a) has not been placed on the Scrutinized Companies that Boycott Israel List, nor is engaged in a boycott of Israel; (b) has not been placed on the Scrutinized Companies with Activities in Sudan List nor the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and (c) has not been engaged in business operations in Cuba or Syria. If City determines that CONSULTANT has falsely certified facts under this Paragraph or if CONSULTANT is found to have been placed on the Scrutinized Companies Lists or is engaged in a boycott of Israel after the execution of this Agreement, City will have all rights and remedies to terminate this Agreement consistent with Section 287.135, Florida Statutes.

13.0 CITY's Responsibilities

13.1 CITY shall be responsible for providing access to all information in the CITY's possession that may reasonably be required by CONSULTANT, including; existing reports, studies, financial information, and other required data that are available in the files of the CITY.

14.0 Termination of Agreement

14.1 This Agreement may be terminated by the CONSULTANT upon thirty (30) days prior written notice to the CITY in the event of substantial failure by the CITY to perform in accordance with the terms of the Agreement through no fault of the CONSULTANT.

14.2 This Agreement may be terminated by the CITY with or without cause immediately upon written notice to the CONSULTANT.

14.3 Unless the CONSULTANT is in breach of this Agreement, the CONSULTANT shall be paid for services rendered to the CITY's satisfaction through the date of termination.

14.4 After receipt of a Termination Notice and except as otherwise directed by the CITY, the CONSULTANT shall:

14.4.1 Stop work on the date and to the extent specified.

14.4.2 Terminate and settle all orders and subcontracts relating to the performance of the terminated work.

14.4.3 Transfer all work in process, completed work, and other material related to the terminated work to the CITY.

14.4.4 Continue and complete all parts of the work that have not been terminated.

14.5 The CONSULTANT shall be paid for services actually rendered to the date of termination.

15.0 Uncontrollable Forces (Force Majeure)

15.1 Neither the CITY nor CONSULTANT shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its

obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.

15.2 Neither party shall, however, be excused from performance if nonperformance is due to forces which are preventable, removable, or remediable and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed or remedied with reasonable dispatch.

15.3 The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an Uncontrollable Force, give written notice to the other party describing the circumstances and Uncontrollable Forces preventing continued performance of the obligations of this Agreement.

16.0 Governing Law, Venue, and Waiver of Jury Trial

16.1 This Agreement shall be governed in all respects by the laws of the State of Florida and any litigation with respect thereto shall be brought only in the courts of Hardee County, Florida or the United States District Court, Middle District of Florida located in Hillsborough County, Florida.

16.2 WAIVER OF JURY TRIAL. BY ENTERING INTO THIS AGREEMENT, THE CONSULTANT AND THE CITY HEREBY EXPRESSLY WAIVE ANY RIGHTS THEY MAY HAVE TO A TRIAL BY JURY IN ANY LITIGATION ARISING OUT OF OR RELATED TO THIS AGREEMENT.

17.0 Non-Discrimination

17.1 The CONSULTANT warrants and represents that all of its employees are treated equally both during the hiring process and during employment without regard to race, color, religion, sex, gender, age, disability, or national origin, and that it shall not discriminate on the basis of race, color, religion, sex, gender, age, disability, or national origin in the award or performance of any subcontracts or services subcontracted to fulfill CONSULTANT's duties under this Agreement.

17.2 Discriminatory Vendor List. CONSULTANT hereby acknowledges its continuous duty to disclose to the City if CONSULTANT or any of its affiliates, as defined by Section 287.134(1)(a), Florida Statutes, has been placed on the Discriminatory Vendor List. Pursuant to Section 287.134(2)(a), Florida Statutes: "An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the

construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.”

17.3 Minority and Women’s/Disadvantaged Business Enterprise Goals, Equal Opportunity.

A. Minority/Women/Disadvantaged Business Enterprise are to be afforded a full opportunity to participate in contracts awarded by the City.

B. If CONSULTANT intends to let any subcontracts, CONSULTANT shall (1) place qualified small and minority businesses and women’s business enterprises on its solicitation lists; (2) assure that small and minority businesses and women’s business enterprises are solicited whenever they are potential sources; (3) divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women’s business enterprises; (4) establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses and women’s business enterprises; (5) use the services and assistance, as appropriate, of the Small Business Administration or the Minority Business Development Agency of the Department of Commerce.

C. For the purposes of Subsection, an entity shall qualify (1) as a “minority business” or “women’s business enterprise” if it is currently certified as such under Florida law, and (2) as a “small business” if it is independently owned and operated and is qualified under the Small Business Administration criteria and size standards at 13 C.F.R. Part 21.

18.0 Waiver

18.1 A waiver by either CITY or CONSULTANT of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

19.0 Severability

19.1 The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement.

19.2 Any void provision shall be deemed severed from the Agreement

and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void.

19.3 The parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

19.4 The provisions of this section shall not prevent the entire Agreement from being void should a provision which is of the essence of the Agreement be determined to be void.

20.0 Entirety of Agreement

20.1 The CITY and the CONSULTANT agree that this Agreement sets forth the entire Agreement between the parties, and that there are no promises or understandings other than those stated herein.

20.2 This Agreement supersedes all prior agreements, contracts, proposals, representations, negotiations, letters or other communications between the CITY and CONSULTANT pertaining to the Services, whether written or oral.

21.0 Modification

21.1 The Agreement may not be modified unless such modifications are evidenced in writing signed by both CITY and CONSULTANT. Such modifications shall be in the form of a written Amendment executed by both parties.

22.0 Successors and Assigns

22.1 CITY and CONSULTANT each binds itself and its partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns, and legal representatives.

22.2 CONSULTANT shall not assign this Agreement without the express written approval of the CITY by executed amendment.

22.3 In the event of a merger, the surviving corporation shall be substituted for the contracting party to this agreement and such substitution shall be affirmed by the City of Wauchula City Commission by executed amendment.

23.0 Contingent Fees

23.1 The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Agreement and that it has not paid or agreed to

pay any person, company, corporation, individual or firm, other than bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.

24.0 Truth-In-Negotiation Certificate

24.1 Execution of this Agreement by the CONSULTANT shall act as the execution of a Truth-in-Negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Agreement are accurate, complete, and current as of the date of the Agreement.

24.2 The said rates and costs shall be adjusted to exclude any significant sums should the CITY determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to outside consultants. The CITY shall exercise its rights under this "Certificate" within one (1) year following payment.

25.0 Ownership of Documents

25.1 CONSULTANT shall be required to cooperate with other consultants relative to providing information requested in a timely manner and in the specified form. Any and all documents, records, disks, original drawings, or other information shall become the property of the CITY for its use and/or distribution as may be deemed appropriate by the CITY. CONSULTANT is not liable for any damages, injury or costs associated with the CITY use or distribution of these documents for purposes other than those originally intended by CONSULTANT.

26.0 Access and Audits

26.1 CONSULTANT shall maintain adequate records to justify all charges and costs incurred in performing the work for at least three (3) years after completion of this Agreement. The CITY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours at the CONSULTANT's place of business.

26.2 Misrepresentations of billable time or reimbursable expenses as determined by the Auditor to the City of Wauchula shall result in the recovery of any resulting overpayments. The CITY's cost of recovery shall be the sole expense of the CONSULTANT, including accounting and legal fees, court costs and administrative expenses.

26.3 Intentional misrepresentations of billable hours and reimbursable expenses will be criminally prosecuted to the fullest extent of the law.

26.4 All invoices submitted are subject to audit and demand for refund of

overpayment up to three (3) years following completion of all services related to this Agreement.

27.0 Notice

27.1 Any notice, demand, communication, or request required or permitted hereunder shall be in writing and delivered in person or sent by Federal-Express or by Certified Mail, postage prepaid as follows:

As to City:
City of Wauchula
126 S. 7th Avenue
Wauchula, FL 33873

Attention: City Manager

As to Consultant:

27.2 Notices shall be effective when received at the addresses as specified above. Changes in the respective addresses to which such notice is to be directed may be made from time to time by either party by written notice to the other party. Facsimile transmission is acceptable notice effective when received, however, facsimile transmissions received (i.e.; printed) after 5:00 p.m., or on weekends or holidays, will be deemed received on the next business day. The original of the notice must additionally be mailed as required herein.

27.3 Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of CONSULTANT and CITY.

28.0 Service of Process

As to City: Thomas A. Cloud, Esquire
GrayRobinson, P.A.
301 East Pine Street, Suite 1400
Orlando, Florida 32801

As to Consultant:

29.0 Contract Administration

29.1 Services of CONSULTANT shall be under the general direction of the City Manager, or his designee, who shall act as the CITY's representative during the term of the Agreement.

30.0 Key Personnel

30.1 CONSULTANT shall notify CITY in the event of key personnel changes, which might affect this Agreement. To the extent possible, notification shall be made within ten (10) days prior to changes. CONSULTANT at CITY's request shall remove without consequence to the CITY any Subcontractor or employee of the CONSULTANT and replace him/her with another employee having the required skill and experience. CITY has the right to reject proposed changes in key personnel. The following personnel shall be considered key personnel:

Name:

Name:

31.0. Annual Appropriations

31.1 CONSULTANT acknowledges that the CITY, during any fiscal year, shall not expend money, incur any liability, or enter into any agreement which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any agreement, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such agreement. Nothing herein contained shall prevent the making of agreements for a period exceeding one year, but any agreement so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. Accordingly, the CITY's performance and obligation to pay under this agreement is contingent upon annual appropriation.

32.0 E-Verify Requirements.

Effective January 1, 2021, public and private employers, contractors, and subcontractors must require registration with, and use of the E-Verify system in order to verify the work authorization status of all newly hired employees. CONSULTANT shall:

(1) Utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of all new employees hired by CONSULTANT during the term of the Agreement; and

(2) Expressly require all persons (including subcontractors/subvendors/subconsultants) assigned by CONSULTANT to perform work or provide services pursuant to the Agreement with the City to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of all new employees hired by the subcontractors/subvendors/subconsultants during the term of the Agreement.

CONSULTANT acknowledges and agrees that the use of the U.S. Department of Homeland Security's E-Verify System during the term of this Agreement is a condition of the Agreement with the City.

By entering this Agreement with the City, CONSULTANT becomes obligated to comply with the provisions of Section 448.095, Florida Statutes, "Employment Eligibility." This includes, but is not limited to, use of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit to CONSULTANT attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. CONSULTANT agrees to maintain a copy of such affidavit for the duration of this Agreement. Failure to comply with this section will result in the termination of this Agreement as provided in Section 448.095, Florida Statutes, and CONSULTANT may not be awarded a public contract for at least one (1) year after the date on which the Agreement was terminated. CONSULTANT will also be liable for any additional costs to City incurred as a result of the termination of this Agreement.

33.0 Limitation of Liability.

33.1 In no event, shall the CITY be liable to the CONSULTANT for indirect, incidental, consequential, special, exemplary, or punitive damages of any kind or nature, including loss of profit, whether foreseeable or not, arising out of or resulting from the nonperformance or breach of this contract by the CITY whether based in contract, common law, warranty, tort, strict liability, contribution, indemnity or otherwise.

(THE REMAINDER OF THE PAGE LEFT INTENTIONALLY BLANK)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first above written.

Attest:
STEPHANIE CAMACHO
City Clerk

CITY OF WAUCHULA, a municipal corporation, organized & existing under the laws of the State of Florida

By: _____
Stephanie Camacho, City Clerk

By: _____
Olivia Minshew, City Manager

Date Approved by Commission: _____

Review as to form and legal sufficiency

Date _____
Thomas A. Cloud
City Attorney

Attest:

(COMPANY NAME), a _____ Corporation

By: _____
Corporate Secretary

By: _____

[Print Name]

[Print Name]

DATE: _____

[Title]

SEAL

DATE: _____

ACKNOWLEDGEMENT OF FIRM, IF A CORPORATION

STATE OF _____ COUNTY OF _____

The foregoing instruments was acknowledged before me this

_____ by _____

(Date)

(Name of officer or agent, title of officer or agent)

on behalf of the corporation, pursuant to the powers conferred upon said officer or agent by the corporation. He/she personally appeared before me at the time of notarization, and is personally known to me or has produced _____ as identification and did certify to have knowledge of the matters stated in the foregoing instrument and certified the same to be true in all respects.

Subscribed and sworn to (or affirmed) before me this _____

(Date)

_____ Commission Number _____

(Official Notary Signature and Notary Seal)

_____ Commission Expiration Date _____

(Name of Notary typed, printed or stamped)

ACKNOWLEDGEMENT OF FIRM, IF A PARTNERSHIP

STATE OF _____ COUNTY OF _____

The foregoing instrument was acknowledged before me this

_____ by _____

(Date)

(Name of acknowledging partner or agent)

on behalf of _____, a partnership. He/She personally appeared before me at the time of notarization, and is personally known to me or has produced _____ as identification and did certify to have knowledge of the matters in the foregoing instrument and certified the same to be true in all respects.

Subscribed and sworn to (or affirmed) before me this _____

(Date)

_____ Commission Number _____

(Official Notary Signature and Notary Seal)

_____ Commission Expiration Date _____

(Name of Notary typed, printed or stamped)

ACKNOWLEDGEMENT OF FIRM, IF AN INDIVIDUAL

STATE OF _____ COUNTY OF _____

The foregoing instrument was acknowledged before me this

_____ By _____

(Date)

(Name of acknowledging)

who personally appeared before me at the time of notarization, and is personally known to me or has produced _____ as identification and did certify to have knowledge of the matters in the foregoing instrument and certified the same to be true in all respects. Subscribed and sworn to (or affirmed) before me this _____

(Date)

_____ Commission Number _____

(Official Notary Signature and Notary Seal)

_____ Commission Expiration Date _____

(Name of Notary typed, printed or stamped)

EXHIBIT "A"

SCOPE OF WORK

Tasks will include but are not limited to:

- Review of the City's current rate structure, ordinances and supporting documentation.
- Analysis of the City's solid waste user characteristics.
- Analysis of revenue and costs for the solid waste department.
- Recommend strategies and improvements from a financial standpoint.
- Analysis and comparison of the City's solid waste rates and services with others in the region.
- Review of capital improvement plans and needs identified by the City for all components of its solid waste infrastructure.
- Identification of potential solid waste funding sources and scenarios.
- Interaction with City staff members and others who may be assigned the task of developing these new rate structures.
- Identification of various solid waste rate structures and methodologies for City Commission consideration.
- Development of rate forecast up to 10 years based on forecasted costs.
- Development of a spreadsheet based pro-forma model that will become the property of the City which will allow staff to compare different scenarios and report on the results for future projections/recommendations.
- Presentation of proposed and recommended solid waste rate structures to the City Commission and public.
- Development of proposed revisions to the City ordinances necessary to implement the new solid waste regulations and rate structure.
- Draft and final reports that document the process used in development of the solid waste rate structure and the final rate structure.

EXHIBIT "B"
COMPENSATION SCHEDULE