



CITY OF SOUTH MIAMI

**REQUEST FOR PROPOSALS
NO. PW2026-04**

**DEVELOPMENT AND OPERATION OF SOLID WASTE
FACILITY ON CITY PROPERTY**

CITY OF SOUTH MIAMI COMMISSION

Mayor Javier Fernández
Vice Mayor Brian Corey
Commissioner Lisa Bonich
Commissioner Steve Calle
Commissioner Danny Rodriguez

CITY MANAGER

Genaro “Chip” Iglesias

DEPUTY CITY MANAGER

Samantha Fraga-Lopez

CITY CLERK

Nkenga Payne, CMC, FCRM

CITY ATTORNEY

Anthony L. Recio
Lillian M. Arango
Weiss Serota Helfman Cole + Bierman, P.L



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PUBLIC NOTICE

NOTICE IS HEREBY GIVEN that the City of South Miami (“City”) is soliciting proposals from qualified firms for the development of a state-of-the-art solid waste facility (the “Facility”) on City-owned real property in unincorporated Miami-Dade County and, once constructed, operating and maintaining the Facility (the “Services”).

Interested companies, firms, and individuals, or any joint venture arrangements (“Proposers”) may obtain a copy of **Request for Proposals No. PW2026-04** (the “RFP”) to be issued on **February 27, 2026** the RFP WILL BE ISSUED] at City of South Miami, 6130 Sunset Drive, South Miami, Florida 33143, from the City’s website (<https://www.southmiamifl.gov/bids.aspx>), and through the Onvia DemandStar portal (<https://network.demandstar.com/>). The RFP contains detailed information about the Scope of Services, submission requirements, and selection procedures.

RFP Number:	RFP No. PW2026-04
RFP Name:	Lease and Development of City Property for Solid Waste Facility
RFP Publication Date:	FEBRUARY 27, 2026
NON-MANDATORY] Pre-Solicitation Meeting: City of South Miami, City Hall Chambers, 6130 Sunset Drive, South Miami, FL	March 25, 2026, 10:00 AM
Written Questions Deadline:	Any questions, requests for information, or clarification pertaining to this RFP must be made in writing by no later than APRIL 3, 2026 BY 10:00 AM to: Steven Kulick, Chief Procurement Officer 6130 Sunset Drive, Email: Steven.Kulick@SoMi.FL.gov
RFP Closing Date/Time:	APRIL 28, 2026, AT 10:00 AM
Anticipated Award Date	SEPTEMBER 1, 2026
Contact Information:	Email: Steven.Kulick@SoMi.FL.gov
RFP Scope of Work:	SECTION 2. “SERVICES NEEDED BY THE CITY”

All notices and any addenda issued by the City with respect to the RFP will be made available on the City’s website. It is the Proposer’s sole responsibility to ensure receipt of any issued notice or addenda relating to this RFP once posted to the website. The proposal submission shall be submitted electronically via DemandStar, and marked “Proposal to City of South Miami, **RFP No. PW2026-04 for Design, Build, Finance, Operate & Maintain Municipal Solid Waste Facility.**” Any proposal received after the deadline listed above, whether by mail or otherwise, will be returned unopened. Proposers are responsible for ensuring that their proposal is received by the City by the deadline.

The City will only accept proposal submissions electronically through the DemandStar Electronic Bid System (E-Bidding). To register as a business, go to: <https://network.demandstar.com/>

Proposals must be received by the City by no later than 10:00 AM APRIL 28, 2026. Any proposal submission received after this time and date will be rejected and returned unopened. Proposers are responsible for ensuring that their proposal is received in the City by the deadline.

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Proposals will be publicly opened through video conferencing using the **Zoom platform on APRIL 28, 2026 at 10:30 AM, local time.** Members of the public are invited to view the proposal opening meeting through Zoom at <https://network.demandstar.com/> or by listening to the proposal opening meeting on a dedicated phone line by dialing +1-786-635-1003 Meeting ID: 3056636339.

Pursuant to subsection 8A-7, “Cone of Silence,” of Section 8 “Code of Ethics” of the City, public notice is hereby given that a “Cone of Silence” is imposed concerning this solicitation. The “Cone of Silence” prohibits communications regarding competitive solicitations (e.g. RFP’s, ITB’s, RFQ’s) between a potential vendor, service provider, proposer or bidder, or agent, representative, lobbyist or consultant for the potential bidder; and (i) members of the City commission; (ii) the City’s professional staff; or (iii) any member of the City’s selection, evaluation or negotiation committee. Procedures regarding the Cone of Silence can be found in the RFP documents.

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SECTION 1.

INTRODUCTION, PROPOSAL SUBMISSION REQUIREMENTS, AND EVALUATION

1.1. INTRODUCTION/GENERAL BACKGROUND.

The City of South Miami (the “City”), a municipality located in Miami-Dade County, Florida (“County”), has disposed of its Municipal Solid Waste (“MSW”) through the County Solid Waste Management System (“SWM System”) pursuant to an Interlocal Agreement for Use of the County’s Solid Waste Management System (the “Original Agreement”). Under the Original Agreement, the City is obligated to only dispose MSW in the County’s SWM System at a flat rate for disposal and transfer. However, the Original Agreement is set to expire and a new form of 20-year interlocal agreement (the “Proposed Agreement”) is being proposed to restructure the County’s SWM System model and includes terms that are less favorable to the City for disposal of MSW, and fails to provide cost certainty as to disposal rates once County-owned landfills reach capacity. The Original Agreement and the Proposed Agreement are attached hereto as Composite Exhibit “A.”

The City Commission has identified cost containment and cost certainty as its primary goal in making its property available to development that is part of a comprehensive solid waste disposal scheme. Cost containment includes direct costs of disposal as well as operational costs including fleet and personnel. The City’s strongest preference is for any potential facility to accept the entirety of the City’s MSW. Potential revenues from facility operations, shared with the City through guaranteed payments and/or revenue sharing and/or alternative compensation model, are encouraged as offsets to the City’s costs, especially where the solid waste solution proposed is unable to process the City’s MSW. Secondly, the City Commission seeks to explore innovative solutions that provide more sustainable alternatives to landfill disposal, (including as to less emissions than traditional MSW processing) including but not limited to waste-to-energy, green waste processing, resource recovery, composting, materials recovery, or similar sustainable solutions.

Based on the foregoing, the City is soliciting proposals from qualified firms (individually and collectively, “Contractor(s)” or “Proposer(s)”) for the use of City-owned real property **located at 4795 SW 75th Avenue in the unincorporated area of the County (the “Property”)** to develop a state-of-the-art solid waste facility that will advance the City’s goals, including, by way of example, a solid waste transfer station, resource recovery facility and related onsite solid waste disposal facilities, , a composting or green waste facility, or other waste facilities or combinations thereof (the “Facility”) (the “Development Services”). Once constructed, the Contractor would operate and maintain the Facility, processing the City’s MSW streams where possible, and, providing capacity to any other governmental or third-party solid waste streams (the “Operations Services”). Collectively, the Development Services and Operations Services are referred to as the “Services” or the “Project.”

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Aerial Map of the Property's Location

The City intends to negotiate and award the opportunity for a long-term agreement, which may include a lease, joint venture, and/or alternative structure, providing for the Services to the Successful Proposer, as defined below.

1.2. SCHEDULE OF EVENTS.

The following schedule shall govern this RFP. The City reserves the right to change the scheduled dates and times at its sole discretion.

No.	Event	Date	Time (EST)
1	Advertisement/ Distribution of RFP (Cone of Silence Begins) RFP Available on DemandStar www.DemandStar.com and https://www.southmiamifl.gov/bids.aspx	February 27, 2026	4:00 PM
2	Non-Mandatory Pre-Solicitation Meeting held at City of South Miami, City Hall Chambers, 6130 Sunset Drive, South Miami, FL 33143	March 25, 2026	10:00 AM
3	Closing Date for Proposer Questions	April 3, 2026	10:00 AM
4	City's Answers to Questions by Proposers	April 14, 2026	10:00 AM
5	Deadline to Submit Sealed Bids – Submission Deadline upload to Demand Star at www.DemandStar.com	April 28, 2026	10:00 AM
6	E-BID OPENING VIA VIDEO CONFERENCING VIA THE ZOOM PLATFORM at Zoom at https://zoom.us/j/3056636338 or by listening to the bid opening meeting on a dedicated phone line by dialing +1-786-635-1003 Meeting ID: 3056636338.	April 28, 2026	10:30 AM
7A	City Staff Member Initial Review of Proposals	May 15, 2026	TBD
7B	Evaluation Committee Review of Proposals	June 19, 2026	TBD

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7C	Oral Presentations Before Evaluation Committee (if requested)	TBD	TBD
8	City Manager Issues Recommendation to Commission	September 1, 2026	7:00 PM
9	Commission Meeting to Award RFP to Contractor(s) and Approve Negotiation of Longterm Agreement(s)	September 1, 2026	7:00 PM
10	Commission Meeting to Approve Longterm Agreement(s), if necessary.	September 1, 2026	7:00 PM

1.3. GENERAL SOLICITATION INSTRUCTIONS; SUBMITTAL DEADLINE.

All Proposals must be received by April 28, 2026 by 10:00 AM via DemandStar E-bidding upload. Proposals received after the due date and time will not be considered.

All Proposals received will be publicly opened and announced during a meeting, on the date, place, and time specified in the **Schedule of Events** set forth in **Section 1.2**, above. All Proposals received after that time shall be returned, unopened.

1.4. PROPOSAL REQUIREMENTS

In order to ensure a uniform review process and to obtain the maximum degree of comparability, Proposers shall submit a Proposal that includes all of the following information/documentation, appropriately tabbed, in this **exact** order (“Proposal”). Failure to do so may render a Proposal as non-responsive.

NOTICE TO ALL PROPOSERS: REFER TO SECTION 4 OF THIS RFP WHICH CONTAINS A CHART LISTING ALL OF THE FORMS THAT MUST BE PROVIDED IN THE PROPOSAL IN ADDITION TO THESE SUBMISSION REQUIREMENTS.

Tab A. **Cover Page:** A cover page with Proposer’s business name, address, and telephone number; name and all contact information for individual that will serve as “Project Manager,” a primary liaison between the Proposer and the City; date; and subject **“Proposal for RFP No. PW2026-04 for Development and Operation of Solid Waste Facility on City Property”**

Tab B. **Table of Contents.** A Table of Contents that outlines in sequential order the major areas of the Proposal, including enclosures. All pages must be consecutively numbered and correspond to the Table of Contents and shall be in the order required by this RFP.

Tab C. **Letter of Intent:** A Letter of Intent shall be provided that briefly introduces the Proposer, the Proposer’s commitment to the City, an understanding of the Services to be performed and the aspects of the Proposal. Not to exceed **one (1) page** in length in 12-point Times New Roman (or equivalent) font and single-spaced.

Tab D. **Firm’s Qualifications.** Proposers interested in performing the Services must display relevant experience in performing the type of Services solicited and should emphasize both the experience and capability of particular personnel who will actually perform the Services. Accordingly, the Proposer must complete and submit **FORM 2**, Qualifications Questionnaire and **FORM 9**, References.

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1. To be eligible to respond, the Proposer, its joint venture partner (“JV Partner”), and/or its principal, subsidiary or affiliate with substantially the same ownership structure as the Proposer or its JV Partner, shall have **two (2) years** of continuous operation under the same entity name and provide proof of same.
2. Proposer, its JV Partner, and/or its principal, subsidiary, or affiliate with substantially the same ownership structure as the Proposer or its JV Partner, must include any relevant business licenses, including occupational licenses, business tax receipts, and Florida registration (entity certifications, not personal) and a copy of the entity’s State Corporate Certificate or other proof from a U.S State that Proposer, its JV Partner, and/or a principal, its subsidiary, or affiliate with substantially the same ownership structure as the Proposer or its JV Partner, is authorized to do business. By submitting a proposal, Proposer acknowledges that, should its proposal be selected, Proposer shall obtain all occupational licenses, business tax receipts, and Florida registration (entity certifications, not personal) and a State of Florida Corporate Certificate authorizing the Proposer to conduct business in Florida, and more specifically, to build and operate the Facility.
3. Proposer must provide copies of its professional and business licenses and insurance, qualifier for company name and type of licenses, as well as those for supporting firms, contractors, or subcontractors.
4. Proposer must provide documentation demonstrating that the Proposer, its JV Partner, and/or its principal, subsidiary, or affiliate with substantially the same ownership structure as the Proposer or its JV Partner, has been and is currently doing business providing the Services for at least two (2) years.
5. Proposer, its JV Partner, and/or its principal, subsidiary, or affiliate with substantially the same ownership structure as the Proposer or its JV Partner, must provide copies of its, or its subcontractor’s, County General Hauler Permit and any other permits, licenses, or other governmental approvals that are required in order to perform the interim services portion of the Services, including collection, removal, and transportation of solid waste, as proposed by the Proposer.
6. Proposer must provide documentation proving that the Proposer, its JV Partner, and/or its principal, subsidiary, or affiliate with substantially the same ownership structure as the Proposer or of its JV Partner has secured solid waste disposal capacity outside the County’s SWM System at a permitted location, whether a landfill or waste-to-energy (WTE), or other solid waste disposal facility, for the City’s MSW, as identified under **Section 2, “Services Needed by the City,”** of this RFP. Proof may be presented in the form of a pre-existing long-term contract for such solid waste disposal capacity, by direct ownership of the permitted location (either through the Proposer, its JV Partner, and/or its principal, subsidiary,

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or affiliate with substantially the same ownership structure as the Proposer or its JV Partner), or any other form of guarantee acceptable to the City, at its sole discretion, that shows the Proposer has long-term solid waste disposal capacity.

Additionally, Proposer, its JV partner, and/or its principal, subsidiary, or affiliate with substantially the same ownership structure as the Proposer, must demonstrate contingency plans, such as backup disposal and recycling facilities, in case the Facility becomes inoperable.

7. Proposer, its JV Partner, and/or a principal, subsidiary, or affiliate with substantially the same ownership structure as the Proposer or its JV Partner, shall provide a list of current and past clients, with emphasis on municipalities and government agencies. The Proposer may satisfy this requirement by providing a list of such current and past clients through a JV Partner, or a principal, subsidiary, or affiliate with substantially the same ownership structure as the Proposer or its JV Partner.
8. Proposer, its JV Partner, and/or a principal, subsidiary, or affiliate with substantially the same ownership structure as the Proposer or its JV Partner, must also provide the official complaint history within the last **ten (10)** years for its qualifying professional license. Such official complaint history should also include the complaint history within the last ten (10) years for any principal, subsidiary, or affiliate with substantially the same ownership structure as the Proposer or its JV partner.
9. Proposer shall identify the Principal in Charge's Experience. This individual must have a minimum of **five (5) years'** experience in providing the Services. This individual must be capable of speaking and making decisions on behalf of the Proposer. Include a one-page resume with contact information for at least three (3) professional references for the individual designated to serve as Principal in Charge or Program Manager.
10. In addition to completing **FORM 9**, References, the Proposer shall be required to provide **three (3) letters** of references as part of the Proposal, which shall each include the following information from the referencing individual: Name; Position; Entity; Address; Telephone Number; E-Mail Address; Contract Date and Value; Description of Project/Work; and Total cost of the project/work/studies, estimated and actual.

Tab E. **Project Team/Personnel Qualifications.** The Proposer must demonstrate that Key Staff, including its principal(s), subsidiary(y/ies), or affiliate(s) of the Proposer and its JV Partner, any key subcontractors, (the "Project Team") have sufficient staff and resources, including technical expertise and support personnel, to successfully and timely deliver the Development Services and the Operations Services, as set forth under **Section 2, "Services Needed by the City,"** of this RFP. The Proposer must demonstrate the Project Team's qualifications by providing the following information:

1. Complete and submit **FORM 8**, Key Staff and Proposed Subcontractors.

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2. The Project Team working on the Project and/or providing the Services must have prior experience within the past **five (5)** years of providing similar services.
3. Provide an organizational chart showing reporting structure for the Project Team.
4. Include one-page resumes for each person or subcontractor listed in **FORM 8**, Key Staff and Proposed Subcontractors. Resumes should include experience with similar projects and Services, specifying the role the individual employee served on the project.
5. For each task, list each individual Key Staff member, including subcontractors, and indicate their relative involvement on the task (based on number of hours per week). Also indicate the relative involvement of each key subcontractor on the project in total.

Tab F. **Proposer's Solid Waste Implementation Master Plan.** The Proposer shall develop and submit a Solid Waste Implementation Master Plan that addresses how the Proposer intends to perform all aspects of the Services, from interim Operations Services through complete Development Services and long-term Operations Services for the Facility. The Solid Waste Implementation Master Plan must address the following components:

1. Development Approach. The Proposer's proposed Facility and its approach to permitting and development of the Facility, including information on the Proposer's approach to designing, building, financing, and equipping the Facility. Special consideration should be provided to ensure that the development approach is implemented utilizing a framework that has been successfully implemented for other municipalities, counties, states, or other governmental entities. The Proposer should specifically address its understanding and ability to ensure the Facility is designed to meet the current and projected future City MSW streams, as detailed under Section 2 herein, where City MSW disposition is provided, and projected third-party volumes, including other potential governmental solid waste streams. The development approach must also explore how dedicated and prioritized access and tipping areas for City collection vehicles will be incorporated to ensure minimal-wait times for City collection vehicles. Proposers should indicate whether the Facility will incorporate rail transportation into its development approach, as the Property abuts a CSX-owned rail line. Innovative and sustainable solutions are encouraged, including potential joint ventures between experienced solid waste providers and entities proposing sustainable solutions. Adding and/or aggregating adjacent properties to enhance the operational efficiency and capacity of the Facility are also encouraged.
2. Operations Approach. Provide a detailed narrative explaining how the Proposer will provide the Services from the interim Development Services implementation phase through the transition to long-term, regular Operations Services once the Facility is constructed. Special attention

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should be provided to the methods to be utilized in the provision of Operations Services to ensure that adequate MSW capacity is always available to the City where the Facility provides for City MSW disposition, while also allowing third-party solid waste streams that ensure profitability of the Operations Services. Notwithstanding the foregoing, the Operations Approach for a Facility providing for disposition of City MSW should demonstrate a clear and definitive understanding that all of the City's MSW stream needs shall take precedence over any and all third-party solid waste streams, even if such third-parties are other governmental entities. The Operations Approach must identify the interim facilities to be used by the City for its MSW during the period of the Development Services.

If an option for waste-to-rail is proposed, the Proposer must provide a conceptual Rail Logistics Plan detailing the proposed rail carrier, frequency of inbound/outbound trains, and capacity for dedicated rail movements. Provide an explanation of the Proposer's emergency plan approach for Facility downtime (e.g., equipment failure, weather events), guaranteeing access to a permitted disposal facility that is not a part of the County's SWM System to prevent service interruption to the City.

3. Regulatory Approval Approach. The Proposer must provide a comprehensive, detailed legal and regulatory strategy to obtain all required approvals and permits necessary to develop and operate the Facility while achieving the City's objective of operating outside the restrictive terms and fee structure of the Original Agreement and the Proposed Agreement. This regulatory approval approach must specifically address how the Proposer will:
 - i. Secure necessary approvals, permits, and determinations from the County Department of Solid Waste Management (DWSM) and the County Department of Regulatory and Economic Resources (RER) to operate the proposed Facility and receive the City's MSW in accordance with the requirements of Chapter 15 of the County Code of Ordinances.
 - ii. Obtain zoning approval from the appropriate County regulatory bodies (e.g. the Community Zoning Appeals Board or the Board of County Commissioners) to operate the Facility and receive the City's MSW, if applicable.
 - iii. Receive all necessary building permits from the County Building Department, including review and approvals for fire, life safety and County RER Division of Environmental Resource Management (DERM) inspections.
 - iv. If rail transfer facilities are planned, address Surface Transportation Board (STB) regulations for the provision of the Services utilizing rail infrastructure, including any applicable federal preemption strategy (Clean Railroads Act) or necessary permits that may also be needed.

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- v. If possible, obtain approvals for the Facility to become part of the County's SWM System, with authority, for the life of the term of the Proposed Agreement, for the City to dispose of its MSW in the Facility at the rate provided by Proposer.
 - vi. Obtain any and all other permits and approvals from all applicable governmental agencies necessary for the facilities approved and good faith estimate of the timeline for achieving such approvals.
 - vii. Address the requirements of Section 403.706(1), F.S.
4. **Infrastructure Approach.** Identification of existing infrastructure and modifications needed to accommodate the Facility and associated roadway or railway infrastructure, both on the Project Site and within any surrounding rights-of-way. Include an analysis on the anticipated timing and construction approach to making infrastructure modifications. The Infrastructure Approach should discuss proposed Best Available Control Technologies (BACT) that exceed the following minimum requirements:
- i. Odor: Negative air pressure, misting systems, bio-filters, or rapid throughput processing.
 - ii. Noise: Acoustic shielding/barriers, especially around rail loading/staging areas, to minimize impact on adjacent properties.
 - iii. Traffic Management: Detailed plan for managing peak truck traffic (City and Commercial) to prevent or minimize queues on SW 75th Avenue, including on-site queuing capacity for transfer trailers, as further detailed under Section 2 herein.

Additionally, the Infrastructure Approach should provide evidence of proprietary authority regarding use and integration with the railway.

Tab G. **Project Schedule Plan.** Each Proposal must include an implementation schedule for the Services. The Project schedule must:

- 1. Provide a realistic, detailed schedule for completion of the Development Services, from commencement of the design of the Facility through commencement of the Operations Services at the Facility once constructed, identifying key tasks and duration of each.
- 2. At a minimum, the Project schedule must contain the following key tasks for development of each phase or component of the Project improvements, if applicable (specify the proposed duration of each task in number of months from award of the Agreement(s) until completion of each phase, component or task.):
 - i. Time period from award of Agreement(s) until completion of design of the Facility;
 - ii. Time period from award of Agreement(s) until commencement of construction of the Facility; and

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- iii. Time period from award of Agreement(s) until issuance of Certificate of Occupancy or Certificate of Completion and such other approvals necessary to commence the Operations Services at the Facility.
3. Provide a logistical plan as to how the Proposer will facilitate and initiate the provision of the Operations Services immediately upon execution of any long-term agreement(s). The logistical plan must specifically discuss how the City will transition disposal of its MSW seamlessly from the County SWM System to the Proposer's permitted solid waste disposal location (as identified in the Proposer's Firm Qualifications Tab).
4. Explain how the Proposer intends to deliver the Development Services for the Facility in an expeditious manner that complies with all requirements necessary to ensure a safe and sound development.
5. Measures to mitigate any disruption to existing City facilities, and/or other public and/or private operations and facilities, with a special emphasis on ensuring that existing interim solid waste services to be provided during the Development Services phase.

Note: Proposers are cautioned to be realistic in proposing the above-described time periods as this information will be relied upon in evaluating proposals and in establishing the Project schedule. The Agreement(s) resulting from this RFP will include damages for failing to complete the key tasks included in the Project schedule.

Tab H. **Financial Proposal Form.** Submit a signed, firm Financial Proposal for providing all of the Services during the term of the long-term agreement(s), including the following Financial Proposal components:

1. Guaranteed Interim Disposition Rates. The Proposer must offer a Guaranteed Interim Solid Waste Disposal and Transfer Rate (price/ton) for the City's MSW. This rate must be guaranteed and made available to the City immediately upon execution of the long-term agreement and remain in effect until the new Facility is fully operational and accepting City MSW or is otherwise operational and generating revenues to offset the City's MSW disposal costs. The Proposer must detail their immediate capacity/access for the City's waste to substantiate this interim rate.
2. Long-Term Disposal and Transfer Fee Structure. If the Facility is to accept the City's MSW, the Proposer must indicate the final, long-term price/ton for the City's MSW at the Facility to be constructed, including mechanisms to control annual price adjustments (e.g. increases limited to consumer price index (CPI-U) adjustments). The Proposer must provide a financial model demonstrating, at minimum, the cost certainty and cost containment to the City over the 20-year term compared to the Original Agreement and the Proposed Agreement.
3. Revenue Sharing. Propose financial terms for a long-term agreement such as a revenue sharing arrangement with the City relating to revenues generated from third-parties, including other governmental entities. If the Facility is unable to directly address the City's MSW disposal needs, the

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revenue sharing analysis should demonstrate how and to what extent the revenue offsets expected disposal rates under the Proposed Agreement before and after County landfill capacity is exhausted.

The Financial Proposal must address directly address the City's exposure to high County Non-Contract rates by offering immediate and long-term rate relief.

Tab I. **Financial Strength and Capacity.** Proposer must submit evidence of its financial strength and capacity, including the following documentation:

1. Evidence of Financial Ability, Capacity and Strength. The Proposer shall submit evidence of financial ability, capacity and strength to complete all obligations under the Agreement(s), including, but not limited to, performance of the Development Services for construction of the Facility, the Operations Services, and the attainment and satisfaction of all financing and lender obligations and payments that may be incurred in the provision of the Services. Proposer shall provide (i) information on financial and lending relationships, including past borrowing capacity and history on other similar projects or projects with similar financial strategies as proposed, and (ii) letter(s) of commitment demonstrating financial soundness and relationships with financial lenders or equity sources.
2. Insurance. Proposer must provide evidence of insurance currently in place, as noted in **FORM 2**, that meets or exceeds the specifications set forth in this RFP or a commitment from an insurance company that such insurance coverage may be obtained by the Proposer prior to entering into an agreement with the City. The Successful Proposer(s) must submit, prior to signing of a contract, a Certificate of Insurance naming the City as an additional insured and meeting the insurance coverage requirements set forth in this RFP, which are also set forth in the form of Professional Services Agreement attached to this RFP.
3. Evidence of Bonding Capacity. The Proposer must submit documentation from a reputable financial institution, surety company, or other authorized entity confirming the Proposer's total and single project bonding capacity to ensure that the Proposer has the ability to provide the Payment and Performance Bond if required by this RFP.

If evidence of bonding capacity for a performance and payment bond is not required, the City shall select this box: .

The City may require higher limits of insurance or additional coverage if deemed necessary. Furthermore, financial statements may be required by the City of a Selected Proposer(s) at the time of negotiations, in the City's sole discretion. If so required by the City, the Proposer shall submit Financial Statements for the three (3) most recently completed fiscal years. The Financial Statements must include an Opinion Letter, a Balance Sheet, an Income Statement and a Statement of Changes in Cash Flow. Financial Statements must be prepared in accordance with US Generally Accepted Accounting Principles (USGAAP) or International Financial Reporting Standards (IFRS).

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The Financial Statements must be audited by an independent party qualified to render audit opinions. If audited statements are not available, the Selected Proposer shall include unaudited Financial Statements, certified as true, correct and accurate by the chief executive, chief financial officer or treasurer (or equivalent) of the entity.

Tab J. **Proposal Guarantee.** . The Bidder, in submitting this Bid, shall include a Bid Bond in the amount of 5% of the total amount of the base Bid on the Bid Bond Form included herein. A company or personal check shall not be deemed a valid Bid Security. The successful Bidder shall execute the Contract (Agreement) and provide the required Performance Bond, Payment Bond and Certificates of Insurance within ten (10) calendar days of Notice of Award by the City. The Bidder who has the Contract awarded to him and who fails to execute the Contract and furnish the Performance and Payment Bonds and Insurance Certificates within the specified time shall forfeit the Bid Security that accompanied his Bid, and the Bid Security shall be retained as liquidated damages by the City, and it is agreed that this sum is a fair estimate of the amount of damages the City will sustain in case the Bidder fails to enter into the Contract and furnish the Bonds as herein before provided. Bid Security deposited in the form of a cashier's check drawn on a local bank in good standing shall be subject to the same requirements as a Bid Bond. **If the City Manager has waived the requirement for bid bond/bid security, the City shall select this box: .**

BID OR PROPOSAL BOND of not less than five percent (5%) of the total actual bid in the form of a **Surety Bid Bond** made payable to the City of South Miami, Florida "Finance Department" must accompany each bid. **A Surety Bid Bond in an amount less than five percent (5%) of the actual bid will invalidate the bid.**

1. Surety Bid Bonds May be Included with your Electronic Bid Submittal via Demand Star at <https://network.demandstar.com/>.

BID BONDS SUBMITTED MUST INCLUDE:

- Bidder's Name Shown
- Bonding Company's Name
- The Bond execution date
- Surety Name, Seal, Signature of FL Licensed Insurance Agent or Attorney-in-Fact for Surety Company, Name printed with Power of Attorney form attached.
- Ensure the bond is countersigned by a Florida Licensed Insurance Agent (if needed) with name printed to the right.

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- Include the State and County Name where the attestation is taking place.

- Verify Notary Public expiration date is current. Re: Florida Insurance Agent personally known or ID produced, Name of Surety, City and State, Date Notarized, Signature and Seal of Notary indicating state where licensed and expiration date.

- INCLUDE APPLICABLE POWER OF ATTORNEY

Tab K. **Cost Recovery.** Proposer shall submit a cost recovery deposit of \$25,000 to cover the City’s costs of administering this RFP, including but not limited to costs of professionals used by the City to evaluate the RFP and advise the City Manager or City Commission. The cost recovery deposit shall be non-refundable. By submitting its proposal, Proposer acknowledges and agrees that it shall be required to submit an additional non-refundable cost recovery deposit in an amount to be determined by the City Manager, but in no event less than \$50,000, if selected for the award, to be applied to the City’s costs incurred in connection with evaluating and implementing the award. Such cost recovery deposit shall be due prior to negotiations and shall be replenished as necessary.

Tab L. **Special Consideration.** Describe any special resources or technical in-house expertise that the Proposer or Proposer’s, principals, subsidiaries, or affiliates of Project Team, personnel assigned for implementation of the Development Services for the Facility build-out, the Operations Services, or any other part of the Services as a whole may bring which will specifically benefit the City. Not to exceed three (3) pages in 12-point Times New Roman (or equivalent) font and single-spaced. Excess pages will be removed prior to submission to the Evaluation Committee.

Tab M. **Forms:** Complete all forms provided in **SECTION 4** that are not otherwise included in a separate tab.

1.5. EVALUATION CRITERIA.

Proposals will be evaluated according to the following evaluation criteria and their respective weights:

Category	Criteria	Maximum Points
1	<p>Qualifications of the Proposer Experience, ability, capacity and skill of firm(s); whether the firm, and/or its principals, subsidiaries, or affiliates, holds required and advantageous certifications, professional and business licenses, and other similar credentials, with a special emphasis on those certifications that specifically relate to the provision of the Services; firm’s experience providing the Services, with an emphasis on experience and references from governmental clients; the firm’s safety and complaint records;</p>	10 Points

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	adequacy of Principal in Charge’s experience in providing and overseeing the Services.	
2	<p>Qualifications of the Project Team Review of the Project Team’s ability, experience, and technical skill; availability and capacity of sufficient staffing and resources to successfully deliver the Development Services and the Operations Services; and such other qualifications of the Project Team that indicate the Project Team’s ability to successfully perform the Services.</p>	10 Points
3	<p>Proposer’s Solid Waste Implementation Master Plan Assessment of the Proposer’s Solid Waste Implementation Master Plan, including analysis of how the Proposer intends to perform all aspects of the Services, from the interim Operations Services phase through the provision of the Operations Services at the Facility once constructed; Proposer’s Development Approach, taking into account proposed strategies to ensure immediate and long-term capacity for the City’s MSW (where possible for the type of Facility proposed), profitability, innovativeness of solution, sustainability, and efficiency for the Operations Services; regulatory approach plan, including a demonstration of the Proposer’s understanding of the regulatory approvals that will be necessary to perform both the Development Services and Operations Services; and infrastructure approach. Aggregation of adjacent lots to increase efficiencies are encouraged. Making efficient use of railway facilities, and familiarity with the feasibility of the unique aspects involved in regulatory approvals for railway based operations is also encouraged. Facility proposals that do not directly provide for disposal of the City’s MSW shall not receive more than 25 points under this evaluation criteria category.</p>	35 Points
5	<p>Project Schedule Plan Evaluation of the Proposer’s Project Schedule Plan, including the Proposer’s ability to quickly and effectively transition disposal of the City’s MSW to the Proposer’s solid waste disposal facilities on an interim basis, develop the Facility, and commence the provision of the Operations Services at the Facility once constructed, taking into account the safety and feasibility of the plan.</p>	5 Points
6	<p>Financial Proposal Analysis of the proposed financial proposal, including evaluation of the value of the interim guaranteed interim</p>	25 Points

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	disposition rates, the proposed long-term tipping fee structure, and revenue sharing components. If the Facility does not provide for disposal of the City’s MSW, the extent to which the revenue provided to the City offsets the City’s maximum projected disposal costs under the Proposed Agreement both before and after County landfill capacity is exhausted.	
7	Financial Strength and Capacity An evaluation of the Proposer’s, its JV Partner, and/or a principal, subsidiary, or affiliate with substantially the same ownership structure as the Proposer or its JV Partner, financial strength and capacity, as demonstrated by the Proposer’s evidence that it possesses the ability, capacity, strength, and overall financial strength to accomplish performance of all aspects of the Services, including the Development Services for the Facility. Also includes evaluation of the Proposer’s ability to secure required insurance and bonding capacity from a reputable financial institution.	10 Points
8	Oral Presentation (if Requested) Scoring of the Proposer’s oral presentation based on the insight and clarity provided to the Evaluation Committee on the Proposer’s Proposal, approach to the Services, and ability to furnish all aspects of the Services.	5 Points
		Total: 100 Points

1.6. SELECTION PROCESS.

Award shall be made by the City Commission (or City Manager, if applicable) to the most Responsive, Responsible Proposer whose proposal is determined to be the most advantageous to the City, taking into consideration all aspects of the Proposal, the evaluation criteria set forth herein, any other relevant information affecting the Proposer’s responsiveness and responsibility (the “Successful Proposer”).

The Responsive Proposer is a person that has submitted a Proposal which conforms in all material respects to the RFP, including, but not limited to compliance with any requirements contained within the solicitation (“Responsive Proposer”). The Responsible Proposer shall be a person who has the capability in all respects to fully perform the contract requirements and the tenacity, perseverance, integrity, experience, ability, reliability, capacity, facilities, equipment, financial resources and credit which will give a reasonable expectation of good faith performance (the “Responsible Proposer”).

To determine the most Responsive, Responsible Proposer whose proposal is the most advantageous to the City, the City shall evaluate proposals submitted by the Submission Deadline in accordance with the following procedures:

Phase 1: Staff Level Review for Compliance with Minimum Requirements. A member of City Staff shall review and evaluate proposals for compliance with the minimum

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requirements of the RFP to determine which Proposers qualify as Responsive and Responsible Proposers. The City Manager or designee may reject those Proposals that do not meet the minimum requirements of the RFP.

Phase 2: Evaluation Committee Review. The City Manager or City Manager's designee will appoint an Evaluation Committee to review and evaluate the Proposals submitted by Responsive and Responsible Proposers during a public meeting (the City will provide instructions on how to participate and access the meeting). The Evaluation Committee shall review, evaluate, and rank the firm(s) it deems to be the most Responsive and Responsible Proposers for the performance of the Services, taking into consideration all aspects of each Proposer's Proposal, using the evaluation criteria set forth under **Section 1.5**.

The Evaluation Committee reserves the right to conduct or require presentations from any and/or all Proposers prior to final ranking of the Proposers, request additional information or seek clarifications as it deems necessary, or take such other action as may be necessary to properly evaluate the Proposers.

Phase 3 (if requested by Evaluation Committee): Oral Presentations. The Evaluation Committee may short-list and call Proposers for oral presentations before the Evaluation Committee regarding their Proposal, approach to the Services, and ability to furnish the required Services. All prime contractors and subcontractors in their teams shall be present at the assigned time for a 20-minute presentation followed by up to a 10-minute question-and-answer session. The Proposers are encouraged to be represented only by the Project Team Lead/Manager and the staff identified in the Proposal. Additional details on the oral presentations may be provided to the short-listed Proposers.

If oral presentations are requested by the Evaluation Committee, **the oral presentation will be worth 10 additional points.** The City will notify the Proposers where the oral presentations, if any, will be conducted and whether the Proposers may appear virtually or must appear in person. The Evaluation Committee shall rank the Proposers and provide its written recommendations to the City Manager.

Phase 4: Recommendation to City Commission. After the Evaluation Committee ranks the Proposers, the City Manager will present a recommendation to the City Commission which shall include the Evaluation Committee's rankings and recommendations for consideration by the City Commission and the City Manager's recommendation for award or rejection of any or all Proposals for approval at a Commission meeting.

Phase 5: City Commission Meeting to Select and Award Agreement to Responsible Proposer(s). The City Commission may select the Proposal from the Responsive and Responsible Proposer(s) that it determines submitted the Proposal that is most advantageous to the City, taking into consideration all aspects of the Proposal, and authorize the City Manager to negotiate and, if authorized, execute a long-term lease and development agreement and/or such other agreements required for implementation of the Services with the selected Proposer(s).

In no case will the Award be made until all necessary investigations have been made into the responsiveness and/or responsibility of the Proposer and the City Manager and City Commission are satisfied that the Proposer is qualified and has the necessary organization, capital, equipment, and financial strength to perform the Services set forth in this RFP

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within the specified timeframes. The City Commission shall have the final authority to select the Proposer(s) and award any long-term lease and development agreement(s).

Phase 6: Negotiations and Execution of Agreement. After selection of the Proposer(s) by the City Commission, the City Manager or designee(s) shall negotiate and, if authorized, execute a long-term lease and development agreement and/or such other agreements required for implementation of the Services with the Proposer(s) that incorporates a Financial Proposal that the City Manager, in his/her sole discretion, determines is fair, competitive, and reasonable and the major terms and conditions contained in this RFP.

Should the City Manager be unable to negotiate a satisfactory agreement(s) with the Proposer based on a Financial Proposal that the City Manager determines to be fair, competitive, and reasonable, negotiations with that Proposer may be terminated. The City Manager or designee(s) shall then undertake negotiations with the next highest-ranked Proposer, and, if negotiations are terminated, shall continue to each next highest-ranked Proposer until a satisfactory contract may be negotiated.

Any award and execution of an agreement shall be subject to approval by the City Attorney as to form, content, and legal sufficiency. The City reserves the right to withhold issuance of an award until the Successful Proposer has presented a signed original of the long-term lease agreement, together with any other necessary agreement(s) and required documents, to the City. No award shall be deemed final until the parties have fully executed the long-term lease agreement and any other agreement(s) required for implementation of the Services. Award of any Proposal is conditional upon the City having funding to implement the agreement(s), if necessary.

The City reserves the right to reject any or all Proposals which are in any way incomplete or irregular, terminate and/or re-issue the entire solicitation, enter into agreements with more than one Proposer, or terminate negotiations with one or more selected Proposers at any time.

END OF SECTION 1

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**SECTION 2.
SERVICES NEEDED BY THE CITY**

2.1. SCOPE OF SERVICES

The Contractor shall provide all necessary labor, materials, equipment, reports and expertise required to provide the services, including but not limited to the tasks identified herein, which shall collectively be referred to as the Services:

2.1.1. City's Goals

The City Commission has identified cost containment and cost certainty as its primary goal in making its property available to development that is part of a comprehensive solid waste disposal scheme. Cost containment includes direct costs of disposal as well as operational costs including fleet and personnel. The City's strongest preference is for any potential facility to accept the entirety of the City's MSW. Potential revenues from facility operations, shared with the City through guaranteed payments and/or revenue sharing and/or alternative compensation model, are encouraged as offsets to the City's costs, especially where the solid waste solution proposed is unable to process the City's MSW. Secondly, the City Commission seeks to explore innovative solutions that provide more sustainable alternatives to landfill disposal, (including as to less emissions than traditional MSW processing) including but not limited to waste-to-energy, green waste processing, resource recovery, composting, materials recovery, or similar sustainable solutions.

2.1.2. Facility

The Proposer shall design, finance, build, and equip a high-throughput Facility. Where designed to accept the City's MSW, the design must allocate dedicated and prioritized access and tipping areas for City Collection Vehicles to ensure minimal-wait times. The Facility must be designed with a demonstrated capacity to handle the City's MSW (currently estimated at 11,000/year) and the Proposer's projected third-party volume. The Facility must be designed to accommodate the Proposer's own commercial waste streams and the waste from potential future contracted municipalities. Where not designed to accept the City's MSW, the Facility must efficiently address the types of solid waste or resource recovery streams is designed for. Innovative or non-traditional solid waste and resource recovery processing facilities and operations are encouraged. The Proposer may include rail transport as part of its Proposal, as the subject land abuts a CXS owned rail line. If an option for waste to rail is proposed, the Proposer must provide a rail Logistics Plan detailing the proposed rail carrier, frequency of inbound/outbound trains, and capacity for dedicated rail movements. Additionally, a detailed plan addressing the Surface Transportation Board (STB) regulations for solid waste rail transfer facilities, including any applicable federal preemption strategy (Clean Railroads Act) or necessary permits is also needed.

2.1.3. Private Utilization and Third-Party Waste or Materials:

The Proposer will be granted the exclusive right, for the term of the agreement, subject to the City's use of the Property during emergency response efforts for debris disposal, to use the excess capacity of the Facility for its own commercial hauling business and for other municipal or private

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contracts, provided, if the Facility provides for disposal of City MSW, City MSW is always prioritized and that this activity does not create an operational or environmental nuisance.

The Proposer must detail how this third-party usage will generate a revenue share for the City or be incorporated into the proposed fee structure.

2.1.4. Operations Plan and Environmental Controls:

Operational Contingency: Provide a detailed emergency plan for facility downtime (e.g., equipment failure, weather events), guaranteeing access to a permitted, non-County disposal facility to prevent service interruption to the City.

Environmental Control Standards: Submit a detailed plan for best available control technologies (BACT) exceeding minimum requirements for:

Odor: Negative air pressure, misting systems, bio-filters, or rapid throughput processing.

Noise: Acoustic shielding/barriers, especially around rail loading/staging areas, to minimize impact on adjacent properties.

Traffic Management: Detailed plan for managing peak truck traffic (City and Commercial) to prevent queues on SW 75th Avenue, including on-site queuing capacity for [Insert Number] transfer trailers.

END OF SECTION 2

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SECTION 3

GENERAL CONDITIONS

3.1 GENERAL INFORMATION.

The provisions provided in this Section 3 shall govern this RFP and shall be incorporated into the Agreement (if applicable), except as may be specifically modified in the contract awarded pursuant to this RFP.

3.2 CONE OF SILENCE.

The provisions of City's Cone of Silence are applicable to this RFP. The City's Cone of Silence provisions can be found under Section 8A-7 of the City Code of Ordinances. The Cone of Silence as used herein means a prohibition of any communication regarding a competitive solicitation such as a request for proposal, request for qualification, request for information or invitation/request for bid, between a potential vendor, service provider, proposer or bidder (hereinafter referred to as the "potential bidder"), or agent, representative, lobbyist or consultant for the potential bidder; (hereinafter referred to as the "bidder's representative"); and

- (i) Members of the City Commission; or
- (ii) City's professional staff; or
- (iii) Any member of the City's selection, evaluation or negotiation committee.

The provisions of the Cone of Silence shall not apply to:

- (i) Communications at a duly noticed pre-bid conferences or at any duly noticed public selection or negotiation committee meeting or duly noticed public City commission meeting at which the City Manager has placed the subject of the solicitation on the agenda;
- (ii) Communication regarding the solicitation at recorded contract negotiations, recorded oral presentation or recorded oral question and answer session and recorded contract negotiation strategy sessions in compliance with the exemption in F.S. § 286.0113;
- (iii) Briefings made by the City Manager or his designee to the City Commissioners during a meeting following the completion of the selection or negotiation committee meetings;
- (iv) Written communication at any time with any City professional staff (not including selection, evaluation or negotiation committee members), unless specifically prohibited by the applicable competitive solicitation documents. This section shall not be construed to prevent written communication between City professional staff and any City selection, evaluation or negotiation committee. A copy of any written communication made during the cone of silence shall be contemporaneously filed with the City clerk by the potential bidder or bidder's representative. The City clerk shall make copies available to any person upon request;
- (v) Communication that is strictly limited to matters of those processes or procedures that are contained in the corresponding solicitation document

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- and which communication is between any person and the City's purchasing agent or the City employee who is designated as being responsible for administering the procurement process for such solicitation;
- (vi) Communications with the City attorney and his or her staff;
 - (vii) Communications during any duly noticed site visits to determine the competency and responsibility of bidders regarding a particular bid during the time period between the opening of bids and the time the City Manager makes a written recommendation;
 - (viii) Any emergency procurement of goods or services pursuant to City code;
 - (ix) Responses to a request made by the City's purchasing agent, or the City employee who is designated as being responsible for administering the procurement process for such solicitation, for clarification or additional information.
 - (x) Communications prior to bid opening between City's professional staff and potential bidders and/or bidder's representatives to enable City staff to seek and obtain industry comment or perform market research, provided all communications related thereto between a potential bidders and/or bidder's representatives and any member of the City's professional staff including, but not limited to the City Manager and his or her staff, are in writing or are made at a duly noticed public meeting.

Written communications or inquiries for clarification of process or procedure are allowed if directed to **Steven Kulick, Chief Procurement Officer**, Steven.Kulick@SoMiFL.gov with a copy to the **City Clerk** at Nkenga.Payne@SoMiFL.gov. These must include the requester's contact information. Communications to other City officials or employees are prohibited until the Cone of Silence is lifted.

Violation of the Cone of Silence by a particular bidder or proposer, or their representative, shall render any award to said bidder or proposer voidable by the City Commission and/or City Manager. Any person who violates a provision of this section may be prohibited from serving on a city selection or evaluation committee. In addition to any other penalty provided herein, violation of any provision of this section by a city employee may subject said employee to disciplinary action at the discretion of the City Manager.

3.3 REQUESTS FOR INFORMATION/CLARIFICATION. The City, independently or upon request, may furnish additional information related to this RFP so as to clarify any provision contained herein and/or to facilitate Proposals. The City has made efforts to provide accurate and complete information in this RFP. The City shall not be penalized in any way for the lack of any information deemed necessary by any responding firm. Accuracy of this data is not guaranteed. It is the sole responsibility of responding Proposers to assure that they have all information necessary for submission of their Proposals. Any and all questions or requests for information or clarification pertaining to this RFP must be made in writing via email to **Steven Kulick, Chief Procurement Officer**, Steven.Kulick@SoMiFL.gov with a copy to the **City Clerk** at Nkenga.Payne@SoMiFL.gov.

3.4 ADDENDA. If the City finds it necessary to add to, or amend this RFP prior to the Proposal submittal deadline, the City will issue written addenda/addendum. Each Proposer must

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acknowledge receipt of each addendum by signing the acknowledgement (**FORM 4**) and providing it with its Proposal.

- 3.5 CERTIFICATION.** By submitting a Proposal to this RFP, the signer of the Proposal declares that the person(s), firm(s) and parties identified in the Proposal are interested in and available for providing the Services; that the Proposal is made without collusion with any other person(s), firm(s) and parties; that the Proposal is fair in all respects and is made in good faith without fraud; and that the signer of the cover letter of the Proposal has full authority to bind the person(s), firm(s) and parties identified in the Proposal. By submitting a Proposal, the Proposer shall certify that it has fully read and understood this RFP and the Proposal method and has full knowledge of the scope, nature, and quality of work to be performed.
- 3.6 ECONOMY OF PREPARATION.** Proposals should be prepared simply and economically, providing a straightforward concise description of the Proposer's ability to fulfill the requirements of the RFP.
- 3.7 JOINT PROPOSALS.** In the event multiple Proposers submit a joint Proposal in response to this RFP, a single Proposer shall be identified as the Prime Contractor. If offering a joint Proposal, the Prime Contractor must include the name and address of all parties of the joint Proposal. The Prime Contractor shall provide all bonding and insurance requirements, execute any Contract, complete the required forms contained herein, and have overall and complete accountability to resolve any dispute that may arise in connection with the Proposal. Only a single contract with one Proposer shall be acceptable. The Prime Contractor's responsibilities shall include, but not be limited to, performing overall contract administration, presiding over other Proposers participating or presenting at City meetings, and overseeing preparation of reports and presentations. The Prime Contractor shall also prepare and present a consolidated invoice(s) for services performed if awarded a contract. The City shall issue only one check for each consolidated invoice to the Prime Contractor for Services performed. The Prime Contractor shall remain responsible for performing Services associated with response to this Proposal even if other participating Proposers fail to perform any obligations required herein.
- 3.8 SUBCONTRACTING.** Within five (5) calendar days after Proposal opening, the apparent Successful Proposer shall submit to the City and the Consultant for acceptance a list of the names of Subcontractors and such other persons and organizations (including those who are to furnish principal items of materials or equipment) proposed for those portions of the Work as to which the identity of Subcontractors and other persons and organizations must be submitted as specified in the Contract Documents. Within thirty (30) working days after receiving the list, the City, will notify the Contractor in writing if either the City or the Consultant, after due investigation, has reasonable objection to any Subcontractor, person, or organization on such list. The failure of the City or the Consultant to make objection to any Subcontractor, person, or organization on the list within thirty (30) days of the receipt shall constitute an acceptance of such Subcontractor, person or organization. Acceptance of any such Subcontractor, person or organization shall not constitute a waiver of any right of the City or the Consultant to reject defective Work, material or equipment, or Work, material or equipment not in conformance with the requirements of the Contract Documents. If, prior to the Notice of Award, the City or the Consultant has reasonable objection to and refuses to accept any Subcontractor, person or

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organization listed, the apparent low Proposer may, prior to Notice of Award, submit an acceptable substitute without an increase in its Proposal price.

3.9 INTERVIEWS. The City reserves the right to short list Proposers and conduct personal interviews or require presentations by any or all Proposers prior to ranking, or at any time during the evaluation process, or at the Commission Meeting where selection and award is made.

3.10 PROPOSALS BINDING; RETENTION AND WITHDRAWAL OF PROPOSALS.

3.10.1 Proposals Binding. All Proposals submitted shall be binding upon the Proposer for **90 calendar days following opening.** If selected, the Proposal shall be honored through the period of contract negotiation until the contract is fully executed by the City and the Proposer, or the termination of negotiations, whichever occurs first.

3.10.2 Firm Financial Offer. If the Proposer is awarded an Agreement pursuant to this RFP, the prices, rates, costs, fees, revenue sharing, or other monetary components of the Proposal submitted in response to this RFP shall remain fixed and firm during the competitive procurement process and the initial term of the Agreement, awarded to the selected Proposer(s).

3.10.3 Proposal Withdrawal. Proposers may withdraw their Proposals from consideration by the City pursuant to this RFP by notifying the **City Clerk** in writing at any time prior to the scheduled opening. Proposers may withdraw their Proposals in person or through an authorized representative. Proposers and authorized representatives must disclose their identity prior to withdrawing their Proposals from consideration by the City pursuant to this RFP.

3.10.4 Retention of Proposals. Proposals, once opened, become the property of the City. The City reserves the right to retain all Proposals submitted and use any ideas contained in any Proposal, regardless of whether that Proposer is selected.

3.11 PUBLIC RECORDS. Florida law provides that municipal records should be open for inspection by any person under Chapter 119, F.S. Public Records law. All information and materials received by the City in connection with Proposals shall become property of the City and shall be deemed to be public records subject to public inspection. Pursuant to Section 119.071(1)(b), Florida Statutes, sealed Proposals received by the City pursuant to this RFP are exempt from disclosure until such time as the City provides notice of an intended decision or until 30 days after the opening of Proposals, whichever is earlier. Furthermore, if the City rejects all Proposals submitted in response to this RFP, such Proposals shall remain exempt if the City provides notice of its intent to reissue this RFP, provided that such Proposals shall not be exempt for longer than 12 months after the City's notice of its intent to reject all Proposals and reissue the RFP.

Furthermore, Proposers are required to *identify specifically* any information contained in their Proposal which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.

Pursuant to Section 119.0701, Florida Statutes, if a civil action is filed against a Proposer to compel production of public records relating to the City's contract for services, the court

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shall assess and award against the contractor the reasonable costs of enforcement, including reasonable attorney fees, if:

1. The court determines that the contractor unlawfully refused to comply with the public records request within a reasonable time; and
2. At least 8 business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the Proposer has not complied with the request, to the City and to the contractor.

3.12 IRREGULARITIES; RESERVATION OF RIGHTS. Proposals will be selected at the sole discretion of the City. The City reserves the right to waive any irregularities in the competitive solicitation process, to reject any or all Proposals, reject a Proposal which is in any way incomplete or irregular, reissue the entire solicitation, or enter into agreements with more than one Proposer. Proposals received after the deadline provided in this RFP will not be considered.

The City reserves the right to accept or reject any or all Proposals, based upon its deliberations and opinions. In making such determination, the City reserves the right to conduct a background investigation, including a criminal record check of the Proposer's employees and subcontractors, to investigate the financial capability, integrity, experience and quality of performance of each Proposer, including officers, principals, senior management and supervisors, as well as the staff identified in the Proposal.

Respondents shall furnish additional information as the City may require. This includes information that indicates financial resources as well as ability to provide the requisite services. The City reserves the right to make investigations of the qualifications of the firm as it deems appropriate, including but not limited to background investigations and checking of references.

3.13 LOBBYIST REGISTRATION. Proposer must comply with the City's lobbyist regulations. Please contact the City Clerk at (305) 663-6340 or Nkenga.Payne@SoMiFL.gov for additional information.

3.14 PROPOSAL/PRESENTATION COSTS. The City shall not be liable for any costs, fees, or expenses incurred by any Proposer in responding to this RFP, nor subsequent inquiries or presentations relating to its Proposal.

3.15 LATE SUBMISSIONS. Proposals received by the City after the time specified for receipt will not be considered. They will be marked "LATE" and returned unopened. Proposals received after the closing time and date, for any reason whatsoever, will not be considered. Any disputes regarding timely receipt of Proposals shall be decided in the favor of the City. Proposer shall assume full responsibility for timely delivery at the location designated for receipt of Proposals. The City shall not be responsible for Proposals received after the submittal deadline and encourages early submittal.

3.16 COMPLETENESS. All information required by this RFP must be supplied to constitute an acceptable and complete Proposal.

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- 3.17 PERMITS, TAXES, LICENSES.** The Proposer shall, at its own expense, obtain all necessary permits, pay all licenses, fees and taxes required to comply with all local ordinances, state and federal laws, rules, regulations and professional standards that would apply to this contract.
- 3.18 LAWS, ORDINANCES.** The Proposer shall observe and comply with all federal, state, and local laws, including ordinances, rules, regulations and professional standards that would apply to the contract.
- 3.19 TERMS OF ENGAGEMENT; LONG-TERM LEASE AND DEVELOPMENT AGREEMENT.** Upon selection by the City Commission, the City Manager shall negotiate, and if authorized, execute a long-term lease and development agreement with the Successful Proposer(s) for the provision of the Services. The longterm lease and development agreement shall contain a term of 50 years, incorporate a Financial Proposal that the City Manager, in his/her sole discretion, determines is fair, competitive, and reasonable, and the major terms and conditions contained in this RFP. The terms of the agreement may be negotiated, at the City’s sole discretion.
- 3.20 COMPUTER AIDED DESIGN (CAD).** If applicable, the selected Proposer will be required to produce all work product using the latest version of AutoCAD; prior to and during construction, CAD files shall be made available to the Contractor(s) at no cost for the Consultant’s coordination drawings and will be provided to the City at no cost at the completion of construction. It must also be acknowledged that submitted work product as well as final permitted construction documents are and will be the property of the City upon submittal.
- 3.21 INSURANCE.** Proposer shall secure and maintain throughout the duration of this RFP and the contract, if selected, insurance of such types and in such amounts not less than those specified below as satisfactory to City, naming the City as an Additional Insured, underwritten by a firm rated A-X or better by A.M. Best and qualified to do business in the State of Florida. The insurance coverage shall be primary insurance with respect to the City, its officials, employees, agents and volunteers naming the City as additional insured. Any insurance maintained by the City shall be in excess of the Proposer’s insurance and shall not contribute to the Proposer’s insurance. The insurance coverages shall include at a minimum the amounts set forth in this section and may be increased by the City as it deems necessary or prudent. Copies of Proposer’s actual Insurance Policies as required herein and Certificates of Insurance shall be provided to the City, reflecting the City as an Additional Insured. Each Policy and certificate shall include no less than (30) thirty-day advance written notice to City prior to cancellation, termination, or material alteration of said policies or insurance. All coverage forms must be primary and non-contributory and the Proposer shall provide a waiver of subrogation for the benefit of the City. The Proposer shall be responsible for assuring that the insurance policies and certificates required by this Section remain in full force and effect for the duration of the Agreement and any Projects.
1. Comprehensive General Liability with minimum limits of Two Million Dollars (\$2,000,000.00) per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability policy,

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without restrictive endorsements, as filed by the Insurance Services Office, and must include:

- a. Premises and Operation
 - b. Independent Contractors
 - c. Products and/or Completed Operations Hazard
 - d. Explosion, Collapse and Underground Hazard Coverage
 - e. Broad Form Property Damage
 - f. Broad Form Contractual Coverage applicable to this specific Contract, including any hold harmless and/or indemnification agreement.
 - g. Personal Injury Coverage with Employee and Contractual Exclusions removed, with minimum limits of coverage equal to those required for Bodily Injury Liability and Property Damage Liability.
2. Worker's Compensation insurance at the statutory amount to apply for all employees in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable federal laws. In addition, the policy(cies) must include: Employers' Liability at the statutory coverage amount. The Proposer shall further insure that all of its Subcontractors maintain appropriate levels of Worker's Compensation Insurance. No employee, subcontractor or agent of the Proposer shall be allowed to provide Services pursuant to this RFP who is not covered by Worker's Compensation insurance.
3. Business Automobile Liability with minimum limits of One Million Dollars (\$1,000,000.00) plus a One Million Dollar (\$1,000,000.00) umbrella per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include:
- a. Owned Vehicles.
 - b. Hired and Non-Owned Vehicles
 - c. Employers' Non-Ownership
4. Professional Liability Insurance in an amount of not less than One Million Dollars (\$1,000,000.00) per occurrence, single limit.

3.22 Bonds. The Successful Proposer must, prior to performing any portion of the Work or Services and prior to the City's execution of the Contract, deliver to the City the Bonds required to be provided by Proposer hereunder and the Contract (collectively, the "Bonds"). The City, in its sole and exclusive discretion, may also require other bonds or security, in order to guaranty that the awarded contract with the City will be fully and appropriately performed and completed. The surety providing such Bonds must be licensed, authorized, and admitted to do business in the State of Florida and must be listed in the Federal Register (Dept. of Treasury, Circular 570). The cost of the premiums for such Bonds shall be included in the contract price. If notice of any change affecting the scope of services/work, the contract price, contract time, or any of the provisions of the Contract is required by the provisions of any bond to be given to a surety, the giving of any such notice shall be the selected Proposer's sole responsibility, and the amount of each applicable bond shall be adjusted accordingly. If the surety is declared bankrupt or becomes

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insolvent or its right to do business in Florida is terminated or it ceases to meet applicable law or regulations, the selected Proposer shall, within five (5) days of any such event, substitute another bond (or Bonds as applicable) and surety, all of which must be satisfactory to the City.

3.22.1 Performance Bond. If this provision is selected by the City, the selected Contractor must deliver to the City a performance bond in an amount equal to 100 percent of the price specified in the contract. The performance bond shall provide that the bonding company will complete the project if the selected Contractor defaults on the contract with the City by failing to perform the contract in the time and manner provided for in the contract. **If a performance bond is required, the City shall select this box:**

3.22.2 Payment Bond. If this provision is selected by the City, the selected Contractor must deliver to the City a payment bond in an amount equal to 100 percent of the price specified in the contract. The payment bond shall provide that the bonding company or surety will promptly pay all persons who supply labor, materials, or supplies used directly or indirectly in the performance of the work provided for in the contract between the selected Contractor and the City if the selected Contractor fails to make any required payments only. **If a payment bond is required, the City shall select this box: .**

3.22.3 Waiver of Bonds. If this provision is selected by the City, the City Manager has waived or limited the requirements contained herein for payment or performance bonds upon such circumstances as are deemed in the best interest of the City. **If the requirement for a payment bond is waived, the City shall select this box: . If the requirement for a performance bond is waived, the City shall select this box: .**

3.23 Indemnification.

3.23.1 Proposer shall indemnify and hold harmless the City, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising from Proposer's performance or non-performance of any provision of this RFP, including, but not limited to, liabilities arising from contracts between the Proposer and third parties made in connection with this RFP. Proposer shall reimburse the City for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising from Proposer's performance or non-performance of any provisions in this RFP.

3.23.2 Nothing herein is intended to serve as a waiver of sovereign immunity by the City nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this RFP or any other contract. The City is subject to section 768.28, Florida Statutes, as may be amended from time to time.

3.23.3 The provisions of this section shall survive termination of this RFP.

3.24 MISCELLANEOUS PROVISIONS.

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- 3.24.1 PROPOSAL EXEMPT.** Purchases shall not include any items or services available at lower prices on other public entity or State of Florida Contract. The City reserves the right to Proposal separately any item or service if deemed to be in the best interest of the City.
- 3.24.2 DELIVERY.** All items shall be delivered F.O.B. destination to a specific City address. All delivery costs and charges must be included in the Proposal price. The City reserves the right to cancel orders or any part thereof, without obligation if delivery is not made at the time specified in the Proposal. Unless actual date of delivery is specified, show number of days required to make delivery after receipt of purchase order in space provided. Delivery time may become a basis for making an award. Normal receiving hours are Monday through Friday (excluding holidays) 8:00 A.M. to 5:00 P.M. City Hall is located at 6130 Sunset Drive, South Miami, Florida 33143.
- 3.24.3 ESTIMATED QUANTITIES.** The estimate of the various quantities of goods and services applicable to unit price items is approximate and is intended solely to provide the basis of comparison upon which the award of contract is made. Final payment shall be made on the basis of the actual quantities received. The City reserves the right to increase or reduce the quantities and to eliminate any items in order that the items or work can be completed within the amount of available funds.
- 3.24.4 BRAND NAMES/TRADE-NAMED ITEMS.** Use of a brand name, trade name, make, model, manufacturer, or Proposer catalog number in specifications is for the purpose of establishing a grade or quality of material only. It is not the City's intent to rule out other competition, therefore, the phrase "or acceptable equal" is added. However, if a product other than that specified is Proposal, it is the Proposer's responsibility to submit with the proposal brochures, samples and/or detailed specifications on items Proposal. The City shall be the sole judge concerning the merits of proposal submitted.

Proposer shall indicate on the Proposal form the manufacturer's name and number if proposing to use materials other than the specified brands and shall indicate any deviation from the specifications as listed. Other than specified items offered requires complete descriptive technical literature marked to indicate detail(s) conformance with specifications.

The items Proposal must be new and equal to or exceed specifications. The manufacturer's standard guarantee shall apply. During the guarantee period the Successful Proposer must repair and/or replace the unit without cost to the City with the understanding that all replacements shall carry the same guarantee as the original equipment. The Successful Proposer shall make any such repairs and/or replacements immediately upon receiving notice from the City.

When an item appearing in the solicitation document is listed by a registered trade name and the wording "no substitute", "spec only" or "only" is indicated, only that trade-named item will be considered. The City reserves the right to reject products

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that are listed as approved and waive formalities. Should a Proposer wish to have products evaluated for future solicitation consideration, please contact in writing, the City. If the wording “no substitute”, “spec only” or “only” does not appear with the trade name, offerors may submit prices on their trade-named item, providing they attach a descriptive label of their product to this solicitation. Sample merchandise offered hereunder as “offered equal” may be required to be submitted to the purchaser in advance of the solicitation award. Substitutions for items solicited, awarded, and ordered are prohibited except as may be approved by City.

- 3.24.5 DELETION/OVERSIGHT/MISSTATEMENT.** Any deletion, oversight or misstatement of specifications shall not release the Proposer from the responsibility of completing the services within the agreed upon time frame.
- 3.24.6 COPYRIGHTS OR PATENT RIGHTS.** The Proposer warrants that there has been no violation of copyrights or patent rights in the manufacturing, producing, or selling the goods shipped or ordered as a result of this RFP. The seller agrees to hold the City harmless from all liability, loss or expense occasioned by any such violation.
- 3.24.7 DIRECT MATERIAL PURCHASES.** The City reserves the right to issue purchase orders for materials to either the Proposer’s or the City’s suppliers for construction related materials.
- 3.24.8 COOPERATIVE PURCHASING AGREEMENTS.** All Proposers submitting a response to this RFP agree that such response also constitutes a Proposal to all State Agencies and Political Subdivisions of the State of Florida under the same conditions, for the same prices and for the same effective period as this Proposal, should the awarded Proposer(s) deem it in the best interest of their business to do so. This agreement in no way restricts or interferes with any state agency or political subdivision of the State of Florida to reissue any competitive solicitation.
- 3.24.9 PERSONAL INJURY AND PROPERTY DAMAGE.** The Proposer assumes all risk of personal injury and property damage attributable to the willful or negligent acts or omissions of the Proposer and the officers, employees, and agents thereof. The Proposer also assumes such risk with respect to the willful or negligent acts or omissions of persons subcontracting with the Proposer or otherwise acting or engaged to act at the instance of the Proposer in furtherance of this Proposer fulfilling the Proposer’s obligations under this contract.
- 3.24.10 RIGHT OF INSPECTION/COOPERATION WITH FEMA, STATE, OR OTHER AGENCIES.** In the event that services performed under this Agreement could be reimbursable from FEMA or other federal, state, or local programs or grants, the awarded Responder(s) will work with the City and/or its designated representatives of any organization providing reimbursement to the extent necessary to provide all required information for reimbursement. This information may include but not be limited to backup documentation and/or justification for all costs, list(s) of materials and/or equipment used, including amount and/or time of

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usage, and hours and rates of labor performed in the completion of work relating to this Agreement. Failure to supply information requested could result in non-payment.

END OF SECTION

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**SECTION 4
FORMS, AFFIDAVITS, AND EXHIBITS**

This Section contains the Form Proposal Package consisting of various forms, affidavits, and exhibits attached to this solicitation for completion and submission, as applicable, with the Proposal. Please complete and submit the entirety of the requirements of Section 1.4 and the Form Proposal Package provided in this Section.

EXHIBITS

COMPOSITE EXHIBIT A: Existing Interlocal Agreement and Proposed Interlocal Agreement with Miami-Dade County for Access to the County Solid Waste Management System

EXHIBIT B: Declaration/Affidavit of Representation

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FORM 1
PROPOSAL CHECKLIST

A. Section 1.4 Proposal Requirements. Submit all of the required and supporting documentation outlined under Section 1.4 of this RFP, including, without limitation as follows:

- Tab A: Cover Page
- Tab B: Table of Contents
- Tab C: Letter of Intent
- Tab D: Firm Qualifications
- Tab EE: Project Team/Personnel Qualifications
- Tab DF: Proposer's Municipal Solid Waste Implementation Master Plan
- Tab H: Project Schedule Plan
- Tab I.3: Financial Proposal Form
- Tab H: Financial Strength and Capacity
- Tab J: Proposal Guarantee
- Tab K: Cost Recovery
- Tab L: Special Consideration

B. Form Proposal Package. Complete and submit all required forms that make up the Form Proposal Package, including:

- _____ Form 1: Proposal Checklist
- _____ Form 2: Qualifications Questionnaire
- _____ Form 3: Certificate of Authority (Complete one of the two forms as applicable)
- _____ Form 3A: Certificate of Authority (for Corporations or Partnerships)
- _____ Form 3B: Certificate of Authority (for Individuals)
- _____ Form 4: Acknowledgment of Addenda
- _____ Form 5: Single Execution Affidavit
- _____ Form 6: Certification for Disclosure of Lobbying Activities on Federal Aid Contracts (Compliance with 49 CFR, §20.100(b))
- _____ Form 7: Dispute Disclosure
- _____ Form 8: Key Staff and Proposed Subcontractors
- _____ Form 9: References
- _____ Form 10: State Required Affidavits
- _____ Form 10A: E-Verify Affidavit
- _____ Form 10B: Affidavit Attesting to Noncoercive Conduct for Labor or Services
- _____ Form 10C: Affidavit Regarding Prohibition on Contracting with Entities of Foreign Countries of Concern
- _____ Form 11: IRS Form W-9

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_____ Form 12: Financial Proposal

_____ Form 13: Proposal Guarantee **TAB J** (unless waived)

Firm: _____

Date: _____

Authorized Signature: _____

Print or Type Name: _____

Title: _____

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FORM 2
QUALIFICATIONS QUESTIONNAIRE**

Please complete this Qualifications Questionnaire. By completing this form and submitting a response to the solicitation, you certify that any and all information contained in the Proposal is true, that your response to the RFP is made without prior understanding, agreement, or connections with any corporation, firm or person submitting a response to the RFP for the same materials, supplies, equipment, or services, is in all respects fair and without collusion or fraud, that you agree to abide by all terms and conditions of the solicitation, and certify that you are authorized to sign for the Proposer's firm.

Some responses may require the inclusion of separate attachments. Separate attachments should be as concise as possible, while including the requested information. In no event should the total page count of all attachments to this Form exceed five (5) pages. Some information may not be applicable; in such instances, please insert "N/A".

Firm Name

Principal Business Address

Telephone Number

Facsimile Number

Email Address

Federal I.D. No. or Social Security Number

Municipal Business Tax/Occupational License No.

FIRM HISTORY AND INFORMATION

How many years has the firm has been in business under its current name and ownership? _____

Please identify the Firm's document number with the Florida Division of Corporations and date the Firm registered/filed to conduct business in the State of Florida, if the Firm is currently registered in Florida:

Document Number

Date Filed

Please identify the Firm's category with the Florida Department of Business Professional Regulation (DBPR), DBPR license number, and date licensed by DBPR, if the Firm is currently licensed in Florida:

Category

License No.

Date Licensed

Please indicate the type of entity form of the Firm (if other, please describe):

Individual Partnership Corporation LLC LLP Other _____

Please identify the Firm's primary business: _____

Please identify the number of continuous years your Firm, or an affiliate business with a majority of the same principals as your Firm, has performed its primary business: _____

Please list all professional licenses and certifications held by the Firm, its Qualifier/Principal, and any Key Staff, including any active certifications of small, minority, or disadvantaged business enterprise, and the name of the entity that issued the license or certification:

License/Certification Type	Name of Entity Issuing License or Certification	License No.	License Issuance Date

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Please identify the name, license number, and issuance date of any prior companies that pertain to your Firm:

License/Certification Type	Name of Entity Issuing License or Certification	License No.	License Issuance Date

Please identify all individuals authorized to sign for the entity, their title, and the threshold/level of their signing authority:

Authorized Signor's Name	Title	Signing Authority Threshold (All, Cost up to \$X-Amount, No Cost, Other)

Please identify the total number of Firm employees, managerial/administrative employees, and identify the total number of trades employees by trade (e.g., 20 electricians, 5 laborers, 2 mechanics, etc.):

Total No. of Employees	
Total No. of Managerial/Administrative Employees	
Total No. of Trades Employees by Trade	

INSURANCE INFORMATION

Please provide the following information about the Firm's insurance company:

Insurance Carrier Name _____ Insurance Carrier Contact Person _____

Insurance Carrier Address _____ Telephone No. _____ Email _____

Has the Firm filed any insurance claims in the last five (5) years? No Yes If yes, please identify the type of claim and the amount paid out under the claim: _____

FIRM OWNERSHIP

Please identify all Firm owners or partners, their title, and percent of ownership:

Owner/Partner Name	Title	Ownership (%)

Please identify whether any of the owners/partners identified above are owners/partners in another entity:

No Yes If yes, please identify the name of the owner/partner, the other entity's name, and percent of ownership held by the stated owner/partner:

Owner/Partner Name	Other Entity Name	Ownership (%)

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CURRENT AND PAST CLIENTS

Please identify a list of current and past clients, municipalities and/or local governments:

Entity Name	Contact Person	Telephone No.	Email Address	Date Awarded

Additional current and past clients may be attached to this form on a separate sheet.

RECENT CONTRACTS

Please identify the five (5) most recent contracts in which your Firm has provided services to other public entities:

Public Name	Entity	Contact Person	Telephone No.	Email Address	Date Awarded

ADDITIONAL INFORMATION

1. The following information shall be attached to the Proposal.
 - a. Contractor’s home office organization chart.
 - b. Contractor’s proposed project organizational chart.
 - c. Resumes of proposed key project personnel, including on-site Superintendent.

2. List and describe any:
 - a. Bankruptcy petitions filed by or against the Proposer or any predecessor organizations,
 - b. Any arbitration or civil or criminal proceedings, or
 - c. Suspension of contracts or debarring from Bidding by any public agency brought against the Proposer in the last five (5) years.

By signing below, Proposer certifies that the information contained herein is complete and accurate to the best of Proposer’s knowledge.

Firm: _____

Authorized Signature: _____

Date: _____

Print or Type Name: _____

Title: _____

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**FORM 3A
CERTIFICATE OF AUTHORITY
(if Corporation)**

I HEREBY CERTIFY that a meeting of the [circle one] Board of Directors/ Partners of _____

_____ a business existing under the laws of the State of _____, (the
“Entity”) held on _____, 20____, the following resolution was duly
passed and adopted:

“RESOLVED, that, _____, as _____
_____ of the Entity, be and is hereby authorized to
execute this Proposal dated _____, 20____, on
behalf of the Entity and submit this Proposal to City of South Miami, and
this Entity and the execution of this Certificate of Authority, attested to by
the Secretary of the Corporation, and with the Entity’s Seal affixed, will
be the official act and deed of this Entity.”

I FURTHER CERTIFY that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Entity
this _____ day of _____, 20____.

Secretary: _____
Print Name: _____

President: _____
Print Name: _____

(Seal)

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**FORM 3B
CERTIFICATE OF AUTHORITY
(if Individual)**

I, _____ (“Affiant”) being first duly sworn, deposes and says:

1. I am the _____
[Select and print as applicable: Owner/Partner/Officer/Representative/Agent] of: _____
_____ doing business
as _____, the Proposer
that has submitted the attached Proposal.
2. I am fully informed respecting the preparation and contents of the attached Proposal and all of the
pertinent circumstances respecting such Proposal.
3. I am authorized to execute the Proposal dated _____, and submit this
Proposal to City of South Miami, and the execution of this Certificate of Authority, attested to by
a Notary Public, will be the official act and deed of this attestation.

In the presence of:

Signed, sealed and delivered by:

Witness #1 Print Name: _____

Print Name: _____

Witness #2 Print Name: _____

Title: _____

ACKNOWLEDGMENT

State of Florida
County of _____

The foregoing instrument was acknowledged before me by means of ___ physical presence or ___ online
notarization, this _____ day of _____, 20____, by _____
(name of person) as _____ (type of authority) for _____
_____(name of party on behalf of whom instrument is executed).

**Notary Public (Print, Stamp, or Type as
Commissioned)**

- _____ Personally known to me; or
- _____ Produced identification (Type of Identification: _____)
- _____ Did take an oath; or
- _____ Did not take an oath

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**FORM 4
ACKNOWLEDGEMENT OF ADDENDA**

I HEREBY ACKNOWLEDGE that I have received all of the following addenda and am informed of the contents thereof:

Addendum Numbers Received:
(Check the box next to each addendum received)

_____ Addendum 1	_____ Addendum 6
_____ Addendum 2	_____ Addendum 7
_____ Addendum 3	_____ Addendum 8
_____ Addendum 4	_____ Addendum 9
_____ Addendum 5	_____ Addendum 10

Firm: _____

Authorized Signature: _____ **Date:** _____

Print or Type Name: _____ **Title:** _____

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**FORM 5
SINGLE EXECUTION AFFIDAVITS**

THIS FORM COMBINES SEVERAL AFFIDAVIT STATEMENTS TO BE SWORN TO BY THE PROPOSER AND NOTARIZED BELOW. IN THE EVENT THE PROPOSER CANNOT SWEAR TO ANY OF THESE AFFIDAVIT STATEMENTS, THE PROPOSER IS DEEMED TO BE NON-RESPONSIBLE AND IS NOT ELIGIBLE TO SUBMIT A PROPOSAL.

THESE SINGLE EXECUTION AFFIDAVITS ARE STATEMENTS MADE ON BEHALF OF:

NAME OF PROPOSING OR BIDDING ENTITY

By: _____
INDIVIDUAL'S NAME AND TITLE

FEIN OF PROPOSING OR BIDDING ENTITY

Date: _____

Americans with Disabilities Act Compliance Affidavit

The above named firm, corporation or organization is in compliance with and agrees to continue to comply with, and assure that any subcontractor, or third party contractor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.

- The American with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 USC 1210112213 and 47 USC Sections 225 and 661 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.
- The Florida Americans with Disabilities Accessibility Implementation Act of 1993, Section 553.501-553.513, Florida Statutes:
- The Rehabilitation Act of 1973, 29 USC Section 794;
- The Federal Transit Act, as amended 49 USC Section 1612;
- The Fair Housing Act as amended 42 USC Section 3601-3631.

Proposer Initials

Public Entity Crimes Affidavit

I understand that a “public entity crime” as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentations.

I understand that “convicted” or “conviction” as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

I understand that an “affiliate” as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

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1. A predecessor or successor of a person convicted of a public entity crime; or
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

I understand that a “person” as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which proposals or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term “person” includes those officers, directors, executives, and partners, shareholders, employees, members, and agents who are active in management of an entity.

Based on information and belief, the statement, which I have marked below, is true in relations to the entity submitting this sworn statement.

(INDICATE WHICH STATEMENT APPLIES.)

Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with ad convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted Contractor list (attach a copy of the final order).

I understand that the submission of this form to the contracting officer for the public entity identified in paragraph 1 above is for that public entity only and that this form is valid through December 31 of the calendar year in which it is filed. I also understand that I am required to inform the public entity prior to entering into a contract in excess of the threshold amount provided in Section 287.017, Florida Statutes for category two of any change in the information contained in this form.

Proposer Initials

No Conflict of Interest or Contingent Fee/Anti-Kickback/Code of Ethics Affidavit

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Proposer warrants that neither it nor any principal, employee, agent, representative nor family member has paid, promised to pay, or will pay any fee or consideration that is contingent on the award or execution of a contract arising out of this solicitation. Proposer also warrants that neither it nor any principal, employee, agent, representative nor family member has procured or attempted to procure this contract in violation of any of the provisions of the Miami-Dade County conflict of interest or code of ethics ordinances. Further, Proposer acknowledges that any violation of this warranty will result in the termination of the contract and forfeiture of funds paid or to be paid to the Proposer should the Proposer be selected for the performance of this contract.

Proposer Initials

Business Entity Affidavit

Proposer hereby recognizes and certifies that no elected official, board member, or employee of City of South Miami (the "City") shall have a financial interest directly or indirectly in this transaction or any compensation to be paid under or through this transaction, and further, that no City employee, nor any elected or appointed officer (including board members) of the City, nor any spouse, parent or child of such employee or elected or appointed officer of the City, may be a partner, officer, director or proprietor of Proposer or Contractor, and further, that no such City employee or elected or appointed officer, or the spouse, parent or child of any of them, alone or in combination, may have a material interest in the Contractor or Proposer. Material interest means direct or indirect ownership of more than 5% of the total assets or capital stock of the Proposer. Any exception to these above described restrictions must be expressly provided by applicable law or ordinance and be confirmed in writing by City. Further, Proposer recognizes that with respect to this transaction or bid, if any Proposer violates or is a party to a violation of the ethics ordinances or rules of the City, the provisions of Miami-Dade County Code Section 2-11.1, as applicable to City, or the provisions of Chapter 112, part III, Fla. Stat., the Code of Ethics for Public Officers and Employees, such Proposer may be disqualified from furnishing the goods or services for which the bid or proposal is submitted and may be further disqualified from submitting any future proposals or proposals for goods or services to City.

Proposer Initials

Non-Collusion/Anti-Collusion Affidavit

1. Bidder/Proposer has personal knowledge of the matters set forth in its Proposal/Bid and is fully informed respecting the preparation and contents of the attached Proposal/Bid and all pertinent circumstances respecting the Proposal/Bid;
2. The Proposal/Bid is genuine and is not a collusive or sham Proposal/Bid; and
3. Neither the Bidder/Proposer nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including Affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Bidder/Proposer, firm, or person to submit a collusive or sham Proposal/Bid, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder/Proposer, firm, or person to fix the price or prices in the attached Proposal/Bid or of any other Bidder/Proposer, or to fix any overhead, profit, or cost element of the Proposal/Bid price or the Proposal/Bid price of any other Bidder/Proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against City of

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South Miami or any person interested in the proposed Contract.

4. The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder/Proposer or any other of its agents, representatives, owners, employees or parties of interest, including this affiant.

Proposer Initials

Scrutinized Companies

1. Proposer certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the City may immediately terminate the Agreement that may result from this RFP at its sole option if the Proposer or its subcontractors are found to have submitted a false certification; or if the Proposer, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
2. If the Agreement that may result from this RFP is for more than one million dollars, the Proposer certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. pursuant to Section 287.135, F.S., the City may immediately terminate the Agreement that may result from this RFP at its sole option if the Proposer, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Proposer, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
3. The Proposer agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under the Agreement that may result from this RFP. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

Proposer Initials

Acknowledgment, Warranty, and Acceptance

1. Contractor warrants that it is willing, able to, and will comply with all applicable federal, state, county, and local laws, rules and regulations.
2. Contractor warrants that it has read, understands, and is willing to and will comply with all of the requirements of the solicitation and any and all addenda issued pursuant thereto.
3. Contractor warrants that it will not delegate or subcontract its responsibilities under an agreement without the prior written permission of the City Manager.
4. Contractor warrants that all information provided by it in connection with this Proposal is true and accurate.
5. I hereby propose to furnish the services specified in the RFP. I agree that my Proposal will remain firm for a period of 365 days in order to allow the City adequate time to evaluate the Proposals.
6. I certify that all information contained in this Proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this Statement of Qualification on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.
7. I understand that a person or affiliate who has been placed on the convicted Contractor list following a conviction for public entity crimes may not submit a Proposal on a contract to provide any goods or

**CITY OF SOUTH MIAMI
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services to a public entity, may not submit a Proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor, or Contractor under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Sec. 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted Contractor list.

Proposer Initials

Ownership Disclosure Affidavit

1. If the contract or business transaction is with a corporation or company, the full legal name and business address shall be provided for each officer, director, member and manager and each stockholder or member who holds directly or indirectly five percent (5%) or more of the corporation's or company's stock or shares. If the contract or business transaction is with a trust, the full legal name and address shall be provided for each trustee and each beneficiary. All such names and addresses are (Post Office addresses are not acceptable), as follows (attach additional sheet, if necessary):

Name	Address	Ownership (%)

2. The full legal names and business address of any other individual (other than subcontractors, material men, suppliers, laborers, or lenders) who have, or will have, any interest (legal, equitable, beneficial or otherwise) in the contract or business transaction with the City are (Post Office addresses are not acceptable), as follows (attach additional sheet, if necessary):

Name	Address

**CITY OF SOUTH MIAMI
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--	--

Proposer Initials

Truth in Negotiation Certificate

The Contractor hereby certifies, covenants, and warrants that wage rates and other factual unit costs supporting the compensation for projects and services that may be offered pursuant to this Request for Proposals and the Continuing Services Agreement related thereto will be accurate, complete, and current at the time of contracting. The Contractor further agrees that the price provided under separate, project specific agreements and any additions thereto shall be adjusted to exclude any significant sums by which the City determines the agreement price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such agreement adjustments shall be made within one (1) year following the end of each corresponding agreement. For purpose of this certificate, the end of the agreement shall be deemed to be the date of the final billing or acceptance of the work by the City, whichever is later. The undersigned firm is furnishing this Truth in Negotiation Certificate pursuant to Section 287.055(5)(a), Florida Statutes for the undersigned firm to receive a continuing agreement for professional architecture and engineering services with City of South Miami, Florida.

Proposer Initials

Prohibition on Contingent Fees

The Contractor warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Request for Proposals and the Continuing Services Agreement related thereto and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Contractor any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement. The undersigned Contractor is furnishing this statement pursuant to Section 287.055(6)(a), Florida Statutes for the undersigned firm to receive a continuing agreement for

professional architecture and engineering services with City of South Miami, Florida. Contractor understands that for the breach or violation of this provision, the City shall have the right to terminate the resulting agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration. The provisions of this statement shall be incorporated in the resulting agreement, if awarded, as though fully stated therein.

Proposer Initials

Drug Free Workplace

The Proposer in accordance with Section 287.087, Florida Statutes, hereby certifies that Proposer shall:

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

Proposer Initials

Acknowledgement of Conformance With OSHA Standards

We, _____ (Name of Proposer), hereby acknowledge and agree that as contractors for the **DEVELOPMENT AND OPERATION OF SOLID WASTE FACILITY ON CITY PROPERTY** project, as specified have the sole responsibility for compliance with all the requirements of the Federal Occupational Safety and Health Act of 1970, and all State and local safety and health regulations, and agree to indemnify and hold harmless the City of South Miami, against any and all liability, claims, damages, losses and expenses they may incur due to the failure of (subcontractor's names):

to comply with such act or regulation.

**CITY OF SOUTH MIAMI
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Proposer Initials

**Sworn Signature of Proposing Entity Representative and Notarization
for all above Affidavits follows on the next page.**

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In the presence of:

Signed, sealed and delivered by:

Witness #1 Print Name: _____

Print Name: _____

Witness #2 Print Name: _____

Title: _____

Firm: _____

ACKNOWLEDGMENT

State of Florida
County of _____

The foregoing instrument was acknowledged before me by means of ___ physical presence or ___ online notarization, this _____ day of _____, 20____, by _____ (name of person) as _____ (type of authority) for _____ (name of party on behalf of whom instrument is executed).

Notary Public (Print, Stamp, or Type as Commissioned)

- _____ Personally known to me; or
- _____ Produced identification (Type of Identification: _____)
- _____ Did take an oath; or
- _____ Did not take an oath

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**FORM 6
CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES ON FEDERAL-AID
CONTRACTS (Compliance with 49 CFR, Section 20.100 (b))**

The prospective participant certifies, by signing this certification, that to the best of his or her knowledge and belief:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions. (Standard Form-LLL can be obtained from the Florida Department of Transportation's Professional Services Administrator or Procurement Office.)
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
5. The Contractor described below certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

Firm: _____

Authorized Signature: _____ **Date:** _____

Print or Type Name: _____ **Title:** _____

**CITY OF SOUTH MIAMI
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**FORM 7
DISPUTE DISCLOSURE**

Answer the following questions by placing an “X” after “Yes” or “No”. If you answer “Yes” to any of the questions, please explain in the space provided, or on a separate sheet attached to this form.

1. Has your firm or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulations or any other regulatory agency or professional associations within the last five (5) years?

YES _____ NO _____

2. Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?

YES _____ NO _____

3. Has your firm had against it or filed any requests for equitable adjustment, contract claims, Proposal protests, or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?

YES _____ NO _____

If yes, state the nature of the request for equitable adjustment, contract claim, protest, litigation, and/or regulatory action, and state a brief description of the case, the outcome or status of the suit, the monetary amounts of extended contract time involved, and the court or agency before which the action was instituted, the applicable case or file number, and the status or disposition for such reported action. Describe all litigation (include the court and location) of any kind involving Contractor or any Key Staff members within the last five (5) years.

I hereby certify that all statements made are true and agree and understand that any misstatement or misrepresentation or falsification of facts shall be cause for forfeiture of rights for further consideration of this Proposal for City of South Miami.

Firm: _____

Authorized Signature: _____ **Date:** _____

Print or Type Name: _____ **Title:** _____

**CITY OF SOUTH MIAMI
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Please identify each Key Staff member's engagement commitments that will exist concurrently with the City's Services:

Key Staff Name	Area of Responsibility	Client	Commitment (Hours/week)	Period of Engagement

PROPOSED SUBCONTRACTORS

The undersigned Proposer hereby designates, as follows, all major subcontractors whom they propose to utilize for the major areas of work for the services. The Proposer is further notified that all subcontractors shall be properly licensed, bondable, and shall be required to furnish the City with a Certificate of Insurance in accordance with the contract general conditions. Failure to furnish this information shall be grounds for rejection of the Proposer's Proposal. (If no subcontractors are proposed, state "None" on first line below.)

Subcontractor Name & Address	Scope of Work	License Number

Firm: _____

Authorized Signature: _____ **Date:** _____

Print or Type Name: _____ **Title:** _____

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**FORM 9
REFERENCES**

IN ADDITION TO THE INFORMATION REQUIRED ON THIS FORM, PLEASE PROVIDE A MINIMUM OF THREE REFERENCE LETTERS, ONE OF WHICH SHOULD BE MUNICIPAL OR GOVERNMENT REFERENCES.

Reference No. 1

Company/Entity Name:	
Address City, State Zip Code	
Contact Name: Title:	
Phone No: Fax: Email:	
Date of Service or Contract Period: Location	
Summary of Services Performed Governmental or Private	
Dollar Value of Contract	\$

Reference No. 2

Company/Entity Name:	
Address City, State Zip Code	
Contact Name: Title:	
Phone No: Fax: Email:	
Date of Service or Contract Period: Location	
Summary of Services Performed Governmental or Private	
Dollar Value of Contract	\$

Reference No. 3

Company/Entity Name:	
Address City, State Zip Code	
Contact Name: Title:	
Phone No: Fax: Email:	
Date of Service or Contract Period: Location	
Summary of Services Performed Governmental or Private	
Dollar Value of Contract	\$

**CITY OF SOUTH MIAMI
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FORM 10

FORM 10A

I. E-VERIFY AFFIDAVIT

In accordance with Section 448.095, Florida Statutes, City of South Miami requires all contractors doing business with the City to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The City will not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

By submitting a response to this RFP and signing below, the Proposer Firm acknowledges that it has read Section 448.095, Florida Statutes and will comply with the E-Verify requirements imposed by it, including but not limited to obtaining E-Verify affidavits from subcontractors. **The Proposer Firm must provide of its proof of enrollment in E-Verify.** For instructions on how to provide proof of the Firm's participation/enrollment in E-Verify, please visit: <https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify>.

Check here to confirm proof of enrollment in E-Verify has been submitted as part of the response.

In the presence of:

Signed, sealed and delivered by:

Witness #1 Print Name: _____

Print Name: _____

Title: _____

Witness #2 Print Name: _____

Firm: _____

ACKNOWLEDGMENT

State of Florida

County of _____

The foregoing instrument was acknowledged before me by means of ___ physical presence or ___ online notarization, this _____ day of _____, 20____, by _____ (name of person) as _____ (type of authority) for _____ (name of party on behalf of whom instrument is executed).

**Notary Public (Print, Stamp, or Type as
Commissioned)**

_____ Personally known to me; or

_____ Produced identification (Type of Identification: _____)

_____ Did take an oath; or

_____ Did not take an oath

**CITY OF SOUTH MIAMI
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FORM 10B

II. AFFIDAVIT ATTESTING TO NONCOERCIVE CONDUCT FOR LABOR OR SERVICES

Effective July 1, 2024, Section 787.06, Florida Statutes, a nongovernmental entity executing, renewing, or extending a contract with a governmental entity is required to provide an affidavit, signed by an officer or a representative of the nongovernmental entity under penalty of perjury, attesting that the nongovernmental entity does not use coercion for labor or services as defined in Section 787.06(2)(a), Florida Statutes. By signing below, **I hereby affirm under penalty of perjury that:**

1. I have read Section 787.06, Florida Statutes, and understand that this affidavit is provided in compliance with the requirement that, upon execution, renewal, or extension of a contract between a nongovernmental entity and a governmental entity, the nongovernmental entity must attest to the absence of coercion in labor or services.
2. I am an officer or representative of _____, a nongovernmental entity.
3. _____ does not use coercion for labor or services as defined in the relevant section of the law.

In the presence of:

Under penalties of perjury, I declare that I have read the foregoing and the facts stated in it are true:

Witness #1 Print Name: _____ Print Name: _____

Title: _____
Witness #2 Print Name: _____ Entity Name: _____

OATH OR AFFIRMATION

State of Florida
County of _____

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this ___ day of _____, 20___, by _____ (name of person) as _____ (type of authority) for _____ (name of party on behalf of whom instrument is executed).

Notary Public (Print, Stamp, or Type as Commissioned)

- _____ Personally known to me; or
- _____ Produced identification (Type of Identification: _____)
- _____ Did take an oath; or
- _____ Did not take an oath

**CITY OF SOUTH MIAMI
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FORM 10C

III. AFFIDAVIT REGARDING PROHIBITION ON CONTRACTING WITH ENTITIES OF FOREIGN COUNTRIES OF CONCERN

Pursuant to Section 287.138, Florida Statutes (which is expressly incorporated herein by reference), a governmental entity may not knowingly enter into a contract with an entity which would give access to an individual's personal identifying information if (a) the entity is owned by the government of a foreign country of concern; (b) the government of a foreign country of concern has a controlling interest in the entity; or (c) the entity is organized under the laws of or has its principal place of business in a foreign country of concern.

This affidavit must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a governmental entity which would grant the entity access to an individual's personal identifying information.

1. _____ ("entity") does not meet any of the criteria in paragraphs (2)(a)-(c) of Section 287.138, F.S.

In the presence of:

Under penalties of perjury, I declare that I have read the foregoing and the facts stated in it are true:

Witness #1 Print Name: _____ Print Name: _____

Title: _____

Witness #2 Print Name: _____ Entity Name: _____

OATH OR AFFIRMATION

State of Florida
County of _____

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this _____ day of _____, 20____, by _____
(name of person) as _____ (type of authority) for _____
(name of party on behalf of whom instrument is executed).

Notary Public (Print, Stamp, or Type as Commissioned)

_____ Personally known to me; or
_____ Produced identification (Type of Identification: _____)
_____ Did take an oath; or
_____ Did not take an oath

**CITY OF SOUTH MIAMI
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**FORM 11
IRS FORM W-9**

Please visit the following link for information about IRS Form W-9:

<https://www.irs.gov/forms-pubs/about-form-w-9>

Please complete and submit with the Proposal IRS Form W-9, which may be found online by visiting:

<https://www.irs.gov/pub/irs-pdf/fw9.pdf>

Check here to confirm IRS Form W-9 has been submitted as part of the response.

Firm: _____

Authorized Signature: _____ **Date:** _____

Print or Type Name: _____ **Title:** _____

**CITY OF SOUTH MIAMI
REQUEST FOR PROPOSALS NO. PW2026-04**

**FORM 12
FINANCIAL PROPOSAL**

[TO BE DEVELOPED]

The undersigned attests to his/her authority to submit this price proposal and to bind the firm herein named to perform as per contract, if the firm is awarded the agreement by the City. The undersigned further certifies that he/she has read the Request for Proposals relating to this request and this Proposal is submitted with full knowledge and understanding of the requirements and time constraints noted herein.

By signing this form, the Proposer hereby declares that this price proposal is made without collusion with any other person or entity submitting a Proposal pursuant to this RFP.

Firm: _____

Authorized Signature: _____

Title: _____

Print or Type Name: _____

Date: _____

CITY OF SOUTH MIAMI
REQUEST FOR PROPOSALS NO. PW2026-04

FORM 13
PROPOSAL GUARANTEE

**[IF THE PROPOSAL GUARANTEE REQUIREMENT IS WAIVED BY CITYMANAGER,
DELETE THE TEXT BELOW AND REPLACE WITH “INTENTIONALLY OMITTED.
PROPOSAL GUARANTEE REQUIREMENT HAS BEEN WAIVED BY THE CITY
MANAGER.”]**

KNOW ALL MEN BY THESE PRESENTS, that we, _____

as Principal and Proposer, and _____

Hereinafter called Surety, are held and firmly bound unto the City of South Miami, a municipality within the State of Florida, and represented by its City Manager, in the sum of five percent of the proposed annual price proposal amount of: \$_____

(Written Dollar Amount) dollars (\$_____) lawful money of the United States of America, for the payment of which well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally by these presents.

WHEREAS, the Principal contemplates submitting or has submitted, a Proposal to the City of South Miami for the furnishing of all labor, materials (except those to be specifically furnished by the City), equipment, machinery, tools, apparatus, means of transportation for, and the performance of the work covered in the Proposal and solicitation, entitled:

DEVELOPMENT AND OPERATION OF SOLID WASTE FACILITY ON CITY PROPERTY
RFP No. PW2026-04

WHEREAS, it was a condition precedent to the submission of said Proposal that a proposal guarantee in the form of **Surety Bid Bond** in the amount of 5% of the price proposal amount be submitted with **your Electronic Bid Submittal via Demand Star at <https://network.demandstar.com/>**. as a guarantee that the Proposer would, if awarded the Contract, enter into a written Contract with the for the performance of said Contract, within ten (10) consecutive calendar days after written notice having been given of the award of the Contract.

NOW, THEREFORE, the conditions of this obligation are such that if the Principal within ten (10) consecutive calendar days after written notice of such acceptance, enters into a written Contract with the City of South Miami and furnishes the Performance Bond, in an amount equal to one hundred percent of the **annual** base price proposal amount, satisfactory to the City, then this obligation shall be void; otherwise the sum herein stated shall be due and payable to the City of South Miami and the Surety herein agrees to pay said sum immediately upon demand of the City in good and lawful money of the United States of America, as liquidated damages for failure thereof of said Principal.

IN WITNESS WHEREOF, the said _____ as Principal herein, has caused these presents to be signed in its name by its _____

_____ and attested by its _____

_____ under its corporate seal, and the said _____

_____ as Surety herein, has caused these presents to be signed in its name by its _____

and attested in its name by its _____

under its corporate seal, this _____ day of _____, 2025.

In the presence of:

Signed, sealed and delivered by:

**CITY OF SOUTH MIAMI
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Witness #1 Print Name: _____ Print Name: _____
_____ Title: _____

Witness #2 Print Name: _____ Principal/Firm: _____
In the presence of: _____ Signed, sealed and delivered by:

_____ Attorney-In-Fact: _____
_____ (Power of Attorney to be attached)

_____ Resident Agent
Witness #2 Print Name: _____

EXHIBIT A
ORIGINAL MIAMI-DADE COUNTY INTERLOCAL AGREEMENT
AND
PROPOSED MIAMI-DADE COUNTY INTERLOCAL AGREEMENT
FOR USE OF COUNTY SOLID WASTE MANAGEMENT SYSTEM

MEMORANDUM

Agenda Item No. 8(M)(1)

TO: Honorable Chairman Anthony Rodriguez
and Members, Board of County Commissioners

DATE: November 18, 2025

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Resolution authorizing the County Mayor to execute a standard form of the Third Amended and Restated Interlocal Agreement between Miami-Dade County and contract cities for use of the County Solid Waste Management System, and to exercise all rights, powers, and options therein, including renewal and termination

A substitute was presented and forwarded to the BCC with a favorable recommendation at the 10-14-25 Infrastructure, Innovation and Technology Committee.

This substitute differs from the original version as stated in the Mayor's memorandum.

The accompanying resolution was prepared by Solid Waste Management Department and placed on the agenda at the request of Prime Sponsor Infrastructure, Innovation & Technology Committee.



Geri Bonzon-Keenan
County Attorney

GBK/uw

Memorandum



Date: November 18, 2025

To: Honorable Chairman Anthony Rodriguez
and Members, Board of County Commissioners

From: Daniella Levine Cava
County Mayor 

Subject: Third Amended and Restated Interlocal Agreement for Use of the County Solid Waste Management System

This substitute differs from the original item in that it:

- **Revises the definition of County Solid Waste Management System (“System”), to only include facilities owned and operated by the County and the WM-owned Medley Landfill. The previous definition included all of the WM facilities and the Waste Connection facilities – this would limit the County’s ability to manage the flow of waste in order to meet our waste delivery obligations.**
- **Removes reference to the County Solid Waste Management System in Article 2, as County concurrency includes the System as currently defined, plus capacity at WM and Waste Connection facilities, since the definition of the System was corrected.**
- **Revises Article 3 to remove the following clauses as they have already been addressed under Clause (iii)**
 - (iv) A facility that is subject to disposal or transfer surcharge fees and waste delivery guarantee fees; or**
 - (v) A facility that provides services that are not provided by the County Solid Waste Management System (e.g., community drop-off and reuse facilities).**
- **Revises the Disposal and Transfer Fees amounts contained in Article 3, Section D. The increase/decrease in rates was changed to reflect FY 25-26 and not FY 24-25 amounts.**
- **Revises Article 3, Section D Disposal and Transfer Fees to add language to ensure the Disposal Fee can be increased above CPI when the County airspace has been depleted.**

Executive Summary

The purpose of this item is to seek authorization from the Board of County Commissioners (the “Board”) for the approval of the attached resolution permitting the execution of a standard form of the Third Amended and Restated Interlocal Agreement (the “Third Amendment”) between Miami-Dade County (the “County”) and Contract Cities for the utilization of the County Solid Waste System.

Currently, there are fifteen (15) municipalities within Miami-Dade County that have active waste disposal agreements with the County. It is important to note that five (5) of these agreements are set to expire on October 1, 2025, as detailed in the attached Exhibit 1 listing the Contract Cities. The five Contract Cities pertaining to this item are: City of Homestead, City of Miami Springs, City of North Bay Village, City of South Miami, and City of West Miami.

To ensure compliance with the requirements of these waste disposal agreements, the Department of Solid Waste Management (“DSWM”) has successfully renewed its agreements with Waste Management and Waste Connections. These renewed agreements are essential to providing DSWM with enhanced disposal capacity, granting access to landfills, and ensuring a reliable waste delivery system via rail. Such arrangements are critical for meeting concurrency requirements and securing sufficient waste disposal capacity for our communities.

Recommendation

It is recommended that the Board approve the attached resolution authorizing the execution of a Third and Restated Interlocal Agreement and authorize the County Mayor or County Mayor's designee to enter into such standard agreements and execute these agreements and to exercise all provisions contained in the Third Amendment, including renewal and termination.

Scope

Municipalities who incorporated after 1996 are served by the County for solid waste collection in accordance with the Code of Miami-Dade County, Fla., and Home Rule Amendment and Charter. The proposed Third Amendment specifically pertains to the five (5) Contract Cities with contracts scheduled to expire on October 1, 2025. The contracts for the remaining ten contract cities will expire on the dates specified in Exhibit 1.

Fiscal Impact

Based on preliminary data for fiscal year ("FY") 2024-25 as of March 31, 2025, total annual waste disposal fee revenue from Contract Cities amounted to approximately \$11.688 million. This figure represents approximately 11% percent of annual waste disposal fee revenue for DSWM. It is important to maintain waste disposal fee revenue from Contract Cities at or above current levels in order to comply with our bond covenants related to debt service coverage, and fund fixed and variable costs for disposal operations.

Track Record/Monitor

All waste deliveries to County disposal facilities are meticulously documented within the scale house computer system. Each Contract City is assigned a unique account within this system, allowing for precise tracking of waste deliveries. The system can generate comprehensive reports as required to monitor delivery quantities effectively. Annually, the total waste delivery amounts received from Contract Cities are published in the Annual Comprehensive Financial Report ("ACFR") for DSWM waste operations. Bola Shorunke-Jean, the Assistant Director and Chief Financial Officer for Financial Services, oversees the scale house computer system for DSWM and is responsible for the production of the ACFR.

Delegated Authority

This item authorizes the County Mayor or the County Mayor's designee to execute the Third Amended and Restated Interlocal Agreement between Miami-Dade County and Contract Cities for Use of the County Solid Waste System and to exercise any and all powers and options within the Third Amended Agreement including renewal and termination.

Background

Municipalities interested in utilizing the County Solid Waste Management System for their waste disposal needs have the opportunity to enter into a long-term interlocal agreement with the County. By doing so, they can benefit from a reduced disposal rate, known as the Contract Rate, which is currently set at \$74.40 per ton. In contrast, the Non-Contract rate, applicable to parties without such an agreement, stands at \$113.19 per ton.

The initial standard form of the waste disposal agreement was approved by the Board on September 14, 1995 (Resolution No. R-1198-95) as part of a Phase II initiative in the Strategic Plan for Dade County Solid Waste Management. The agreement underwent its first amendment in 1996 (Resolution No. R-711-96), which primarily clarified the conditions under which Contract Cities could utilize the Waste Management Inc. of Florida landfill in the Town of Medley, Florida.

Honorable Chairman Anthony Rodriguez
and Members, Board of County Commissioners
Page 3

On March 5, 2013, the Board, through Resolution No. R-167-13, approved the standard form of the Second Amended and Restated Interlocal Agreement between the County and Contract Cities. This approval facilitated the renewal of 14 agreements that were approaching their expiration date on October 1, 2015.

The proposed Third Amendment achieves the following objectives:

1. Updates the language to reflect our commitment to becoming a Zero-Waste Community and extending the lifespan of our landfills.
2. Revises the language concerning waste diversion and emphasizes our collaboration with the Contract City to meet the goal of reducing municipal solid waste generated within its boundaries.
3. Adjusts disposal fees to align with the new rates once the Implementing Order is adopted for FY 2025-26.
4. Enhances the definitions section to incorporate the Contract Rate and the addresses of all solid waste facilities, ensuring alignment with the Interlocal Agreement for consistency.

For your convenience, a redlined version of the Third Amendment is also attached herein as Exhibit 2, showing all changes made in updating the Third Amendment.

Attachment



Roy Coley
Chief Utilities and Regulatory Services Officer

“Exhibit 1”

Miami-Dade County Contract Cities 2025

	NAMES OF CONTRACT CITIES	SIGNATURE DATE	EXPIRATION DATE
1.	Bal Harbour Village	July 31, 2015	October 1, 2032
2.	Town of Bay Harbor Islands	August 10, 2015	October 1, 2035
3.	City of Coral Gables	July 20, 2015	October 1, 2035
4.	<i>City of Homestead</i>	<i>October 1, 2005</i>	<i>October 1, 2025</i>
5.	City of Miami	April 4, 2013	October 1, 2032
6.	City of Miami Beach	August 11, 2015	October 1, 2032
7.	Miami Shores Village	July 21, 2015	October 1, 2035
8.	<i>City of Miami Springs</i>	<i>July 30, 2015</i>	<i>October 1, 2025</i>
9.	<i>City of North Bay Village</i>	<i>May 26, 2015</i>	<i>October 1, 2025</i>
10.	City of North Miami	March 26, 2004	December 31, 2033
11.	City of North Miami Beach	September 25, 2015	October 1, 2035
12.	<i>City of South Miami</i>	<i>January 12, 2015</i>	<i>October 1, 2025</i>
13.	Town of Surfside	April 14, 2015	October 1, 2035
14.	City of Sweetwater	March 1, 2012	October 1, 2032
15.	<i>City of West Miami</i>	<i>April 21, 2005</i>	<i>October 1, 2025</i>

EXHIBIT 2

THIRD AMENDED AND RESTATED INTERLOCAL AGREEMENT BETWEEN MIAMI-DADE COUNTY AND CONTRACT CITIES FOR USE OF THE COUNTY SOLID WASTE MANAGEMENT SYSTEM

This Interlocal Agreement ("**Agreement**") is made and entered into this ____ day of _____, 202_, by and between Miami-Dade County by and through its Board of County Commissioners ("**County**") and the _____ by and through its governing body ("**Contract City**"), to provide for use of the County Solid Waste Management System ("**System**"), by the **Contract City** for its residential municipal solid waste disposal and transfer needs.

BACKGROUND RECITALS

Whereas, the Miami-Dade County Board of County Commissioners (the "**Board**"), hereby finds and declares that it is necessary to the health, safety and welfare of the citizens of Miami-Dade County to provide for municipal solid waste disposal and management facilities and services; and

Whereas, the **County** desires to maximize the use of its System, extend the life of its landfills, and work towards becoming a zero-waste county; and

Whereas, the **Contract City** desires to use the County Solid Waste Management System for its municipal solid waste disposal needs (and transfer needs, as applicable), at an agreed-upon disposal fee rate (and transfer fee rate as applicable); and

Whereas, the **Contract City** desires to use the County Solid Waste Management System to satisfy concurrency requirements of the Local Government Comprehensive Planning and Land Development Regulation Act (Chapter 163, Part II, Florida Statutes) only as it applies to disposal capacity for municipal solid waste the **Contract City** collects for disposal and which is committed to the **County** for disposal in the County Solid Waste Management System in accordance with this **Agreement**, and actually disposed of therein; and

Whereas, the **County** and the **Contract City** desired to formalize their relationship regarding municipal solid waste disposal responsibilities consistent with the provisions of Section 403.706, Florida Statutes; and

Whereas, the **Contract City** and the **County** previously entered into an interlocal agreement for use of the System, that remains in effect to date ("**Original Agreement**"); and

Whereas, the **Contract City** and the **County** desire to amend and restate their obligations and rights with respect to the use of the System and therefore intend this Agreement to supersede the Original Agreement, and the Original Agreement will have no effect following the effective date of this Agreement; and

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Whereas, the amended agreement as stated herein shall be available to all municipalities.

NOW THEREFORE, in consideration of the foregoing premises, and the mutual considerations contained herein, the parties hereto, intending to be legally bound, do hereby agree as follows:

The recital clauses are approved by the Contract City and the County and are incorporated herein by reference.

DEFINITIONS

For the purposes of this **Agreement**, the following capitalized words and phrases shall be given the following respective meanings:

Board - the Miami-Dade County Board of County Commissioners.

Change in Law - after the date of execution of this **Agreement**, (a) the adoption, promulgation, issuance, modification, or change in interpretation of any federal, state or local law, regulation, rule, requirement, ruling or ordinance, of the United States or any state or territory thereof, unless (i) such law, regulation, rule, requirement, ruling or ordinance was on or prior to such date duly adopted, promulgated, issued or otherwise officially modified or changed in interpretation, in each case in final form, to become effective without any further action by any governmental entity or official having jurisdiction, (provided, that it shall not constitute a Change in Law if an administrative regulation existed on the date of execution of this **Agreement** in temporary or proposed form and was treated as generally applicable to transactions of the type contemplated hereby), or (ii) compliance with such law, regulation, rule requirement, ruling or ordinance was provided for in the **Agreement**; (b) the issuance of an order and/or judgment of any governmental entity or official having jurisdiction, to the extent such order and/or judgment constitutes a reversal of a prior applicable order and/or judgment, or an overturning of prior administrative policy or judicial precedent; or (c) the suspension, termination, interruption or failure of renewal of any permit, license, consent, authorization or approval essential to the acquisition, design, construction, equipping, start-up, operation, ownership or possession of the County Solid Waste Management System facilities or the facilities sites, to the extent such suspension, termination, interruption or failure of renewal is not caused by any action or inaction of the **County** or its contractors (provided that, for the purposes of determining whether a suspension, termination, interruption or failure of renewal was so caused, any reason or finding set forth in writing by the agency responsible for issuance of such permit, license, consent, authorization or approval shall be accorded the rebuttal presumption of accuracy), provided that no change in tax law, change to the Internal Revenue Code of 1954 effected by the Tax Reform Act of 1986 (to the extent applicable on the date of this **Agreement**), change in foreign law, change in law which adversely affects the **County's** legal rights as a licensee, grantee, owner, or user of any patent or other "know-how" in respect of proprietary technology intended to be utilized by it in

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performing its obligations under this **Agreement** shall constitute a change in law for any purposes of this **Agreement**.

Concurrency - provision of certain public facilities specified in the State of Florida Local Government Comprehensive Planning and Land Development Regulation Act ("the Act") (specifically, Chapter 163, Part II, Section 163.3180 Florida Statutes) by (a) county (ies), or (a) municipality(ies) or a combination thereof, at a specified level-of-service stated in the Capital Improvements Element of the comprehensive plan for the applicable jurisdiction(s), adopted pursuant to the Act.

Contract Cities – a municipal corporation or corporations existing under the laws of the State of Florida, that enter into this **Agreement** with the **County**. For the purpose of this **Agreement**, the unincorporated areas of Miami-Dade County as geographically configured on February 16, 1996, shall be considered a **Contract City**.

Contract Rate – fee(s) for use of the County Solid Waste Management System by any person, governmental entity, corporation or partnership that has entered into an agreement with the County of ten (10) years or greater in duration for such System use, as per Implementing Order No. IO 4-68(Schedule of all Service Levels and Fees for Miami-Dade County Solid Waste Services).

County – Miami-Dade County, Florida by and through its Board of County Commissioners.

County Disposal Fee - the fee charged to dispose of municipal solid waste or solid waste at County-owned disposal facilities or facilities operated under contract with the **County** for municipal solid waste or solid waste disposal.

County Solid Waste Management System ("System") - The aggregate of those solid waste management facilities owned by or operated under contract with Miami-Dade County which shall include the North Dade Landfill (21500 NW 47th Avenue); South Dade Landfill (23707 SW 97th Avenue); Waste Management's Medley Landfill, Medley, Florida (9350 NW 89th Avenue);; Northeast Transfer Station (18701 NE 6th Avenue); Central Transfer Station (1150 NW 20th Street); West Transfer Station (2900 SW 72nd Avenue);and other such facilities as may be added to or deleted from this listing from time to time, by the County Mayor or his/her designee at his/her sole discretion. Such additions or deletions may be made by use of an attachment hereto without need for formal amendment to this Agreement.

Director - the Director of the Solid Waste Management Department or his/her designee.

Disposal Fee - the fee charged to dispose of municipal solid waste or solid at **County Solid Waste Management System** disposal facilities.

Exclusive Franchise or License - (a) contract(s) between a **Contract City** and a (limited number of) third party contractor(s) for the right and privilege to collect municipal solid waste

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or solid waste from either residential units or commercial establishments, or both residential units and commercial establishments, within (a) designated service area(s) under the terms of which the contractor(s) pay(s) the **Contract City** a fee.

Fiscal Year - the period beginning October 1st of each year and ending September 30th of the subsequent year.

Force Majeure - an act of God, epidemic, lightning, earthquake, fire, explosion, storm, tornado, hurricane, flood or similar occurrence, strike, and act of a public enemy, or blockade, insurrection, riot, general arrest or restraint of government and people, civil disturbance or similar occurrence, which has had or may reasonably be expected to have a material adverse effect on the rights or obligations under this **Agreement**, which by the exercise of due diligence the party relying thereon as justification for not performing any obligation under this **Agreement** shall not have been able to avoid, and which is not the result of a willful or negligent action or omission of such party.

Municipal Solid Waste ("MSW") – all discarded materials or substances, exclusive of source-separated recyclable materials, which the **Contract City** collects for disposal or is collected for it by third parties under contract with the **Contract City** for disposal including, but not limited to, garbage, trash, litter, refuse, rubbish, ashes, incinerator residue, recycling process residue, or other materials allowed by the State Department of Environmental Protection for disposal in a Class I landfill which result from domestic, commercial, industrial, mining, agricultural or governmental activities, but not including sewage or other highly-diluted, water-carried materials or substances, or those in gaseous form. This definition is not intended to include any waste collected by any entity whose sole relationship with the Contract City is a franchise or license and which entity does not collect any waste on behalf of the Contract City. In addition, this definition is not intended to include waste collected at any city owned facility.

Non-Contract Disposal – fee(s) for use of the County Solid Waste Management System by any person, governmental entity, corporation or partnership that has not entered into an agreement with the County of ten (10) years or greater in duration for such System use, as per Implementing Order No. IO 4-68(Schedule of all Service Levels and Fees for Miami-Dade County Solid Waste Services).

Non-Contract Disposal Fee (per ton) - the higher fee(s) paid by private haulers or municipalities for **Non-Contract Disposal** of solid waste in the County Solid Waste Management System.

Non-Exclusive Franchise or License - a regulatory program under which an unlimited number of solid waste haulers are given the right and privilege to collect solid waste from either residential units or commercial establishments, or both residential units and commercial establishments, under the terms of which each hauler pays the **Contract City** a fee.

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Solid Waste – all discarded materials or substances, exclusive of source-separated recyclable materials, including, but not limited to, garbage, trash, litter, refuse, rubbish, ashes, incinerator residue, recycling process residue, or other materials allowed by the State Department of Environmental Protection for disposal in a Class I landfill which result from domestic, commercial, industrial, mining, agricultural or governmental activities, but not including sewage or other highly-diluted, water-carried materials or substances, or those in gaseous form, which materials or substances are not collected by or on behalf of a **Contract City**.

Source-Separated Recyclable Materials - materials separated from municipal solid waste or solid waste at their source of generation which are set-out for collection at their source of generation. Such materials shall be limited to: clean yard trash, aseptic and gable-top containers, corrugated cardboard, construction and demolition debris, electronic waste, magazines, mixed waste paper, newspapers, telephone books, textile waste, household batteries, glass containers, plastic containers, steel cans and aluminum cans, and other source-separated recyclable materials as may be approved for addition to this listing from time to time by the County Mayor or his/her designee, which approval shall not be unreasonably withheld; such additions may be made by use of an attachment hereto without need for formal amendment to this **Agreement**.

Transfer Fee - the fee charged to transfer municipal solid waste or solid waste from County Solid Waste Management System transfer stations to County Solid Waste Management System disposal facilities.

ARTICLE 1

CONSTRUCTION OF INTERLOCAL AGREEMENT

The word "shall" as used in this **Agreement** shall in all cases be construed to be mandatory and to require the action so modified by the word "shall" to be taken without regard to the exercise of discretion.

ARTICLE 2

RESPONSIBILITIES OF THE COUNTY

A. **Provision of Disposal Capacity**. The **County** shall provide MSW disposal capacity (and transfer, as applicable) for the MSW which each **Contract City** collects or is collected for it for disposal and which is committed to the **County** for disposal in the **County Solid Waste Management System** in accordance with this **Agreement**. The provision of MSW disposal services under this **Agreement** shall comply with all applicable state and federal laws.

B. **Disposal Capacity for Concurrency**. The **County** shall maintain sufficient MSW disposal capacity to comply with Concurrency requirements of the Local Government Comprehensive Planning and Land Development Regulation Act (Chapter 163, Part II, Florida Statutes) only as it applies to MSW disposal capacity for the MSW which the **Contract City** collects or is collected for it for disposal and which is committed to the **County** for disposal in the **County Solid Waste Management System** in accordance with this **Agreement**, and actually disposed of therein.

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EXHIBIT 2

C. **Standardization of Agreement.** The terms of this **Agreement** shall be substantially the same for all Contract Cities.

ARTICLE 3

RESPONSIBILITIES OF THE CONTRACT CITY

A. **Delivery of MSW to County.** The **Contract City** shall deliver all the MSW it collects or is collected for the City for disposal, to a County Solid Waste Management System facility(ies) at Disposal Fee rates as specified herein. Delivery of MSW by **Contract City** to the Waste Management Inc. of Florida landfill in Medley, Florida ("Medley") shall be permitted, at **Contract Rates**, for the term of this agreement; provided that, (1) the **County's** agreement with Waste Management Inc. of Florida, dated September 4, 2024 (or date executed), is in effect, (2) the Medley landfill is accepting **MSW** for disposal, and (3) **MSW** from (a) **Contract City(ies)** is not needed at the **System**, as determined by the **Director**, in his/her sole discretion.

The Director may identify particular facilities to which the **Contract City** shall deliver its **MSW** subject to the following:

- (i) The **Contract City** may deliver its **MSW** to a **County** transfer facility(ies) if the applicable transfer fee is paid to the **County**.
- (ii) At no time during the term of this **Agreement** shall a **Contract City** be required to deliver **MSW** to a **County** transfer facility unless the **Transfer Fee** is waived during the period of such **County** requirement of delivery to a transfer station.
- (iii) The **Contract City** shall not be directed to deliver its MSW to a disposal facility which is farther from the **Contract City's** boundaries than the closest **County**-owned disposal facility.
- (iv) The **Contract City** shall not be directed to deliver its MSW to a transfer facility which is farther from the **Contract City's** boundaries than the closest county-owned transfer facility. In no case shall the **Contract City** be required to deliver its MSW to a County Solid Waste Management System facility which is farther than twenty (20) miles from the **Contract City's** nearest boundary in order to take full advantage of its rights under this **Agreement**.

B. **Use of Other Facilities Prohibited.** The **Contract City** shall not deliver any **MSW** it collects or is collected for the **Contract City** for disposal to a solid waste disposal or transfer facility other than a **County Solid Waste Management System** facility for the term of this **Agreement**. The **Contract City** shall not deliver any residential MSW it collects or is collected for the **Contract City**, to a materials recovery or recycling facility for the term of this **Agreement**.

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Notwithstanding the foregoing, in the event that the **County** approves an operating permit for a solid waste disposal or transfer facility located within Miami-Dade County:

Other than:

- (i) A facility that is a part of the **County Solid Waste Management System**; or
- (ii) A facility that is used exclusively to facilitate the delivery of **MSW** to **County Solid Waste Management System** facilities; or
- (iii) A facility that is subject to a solid waste disposal agreement with the **County**, which agreement shall not allow acceptance of third-party waste either by agreement or regulation; or

Then in that case:

the **Contract City** shall have the option to either pursue a permit for operation of a solid waste disposal or transfer facility for all or a portion of its **MSW** disposal needs or deliver all or a portion of its **MSW** to the permitted solid waste disposal or transfer facility(ies) that meets the criteria established herein, provided however that any portion of the **Contract City's MSW** that is not so disposed must continue to be delivered to the **County** pursuant to the terms of this **Agreement**.

C. Hauler Contracts. The **Contract City** shall include in any **MSW** collection contracts with **Solid Waste** haulers, or amendments to such contracts, which it executes, renews or extends after the date of this **Agreement**, a provision that all **MSW** collected for the **Contract City** shall be delivered to a **County Solid Waste Management System** facility for disposal. This provision shall apply to exclusive franchise or license agreements with **Solid Waste** haulers to collect **MSW** on the **Contract City's** behalf. This provision shall not apply to a non-exclusive franchise or license to haul **Solid Waste** that is not collected on the **Contract City's** behalf.

D. Disposal and Transfer Fees. The **Contract City** shall pay a **Disposal Fee** (and a **Transfer Fee**, as applicable) for each ton of **MSW** delivered to the **County Solid Waste Management System** for disposal. As of October 1, 2025, the **Contract City** shall pay a **Disposal Fee** of seventy-six dollars and twelve cents (\$76.12) per ton to the **County** for disposal of **MSW** delivered to **County Solid Waste Management System** facilities. This **Disposal Fee** shall be established by separate administrative/implementing order, and effective upon **Board** approval. As applicable, as of October 1, 2025, the **Contract City** shall pay a **Transfer Fee** of sixteen dollars and sixty-six cents (\$16.66) per ton to the **County** for transfer of **MSW** delivered to **County Solid Waste Management System** transfer facilities. This **Transfer Fee** shall be established by separate administrative/implementing order, and

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effective upon Board approval. The **Disposal Fee** and **Transfer Fee** may be increased or decreased for inflation or deflation beginning on October 1, of each Fiscal Year ("Fiscal Year" or "FY"), relative to increases or decreases in the U.S. Government Consumer Price Index for All Urban Consumers for the Southeast Region of the United States ("CPI") for the prior period of July 1st through June 30th. Such CPI increases or decreases shall be capped at four percent (4%) per year for the term of this **Agreement**. In the event that the actual CPI increase exceeds the four percent (4%) cap in a given **Fiscal Year**, the amount of CPI increase above the four percent (4%) cap shall be applied to CPI increases or decreases in future years when the CPI increase or decrease is less than four percent (4%). The **Disposal Fee** and **Transfer Fee** shall not otherwise increase, unless as required by **Change in Law**, as defined herein, which may occur at any time during the term of this **Agreement**. The **County** shall notify the **Contract City** of proposed **Disposal Fee** and **Transfer Fee** adjustments on the basis of a change in law. The **Disposal Fee** or **Transfer Fee** increase based on **Change in Law** shall fully compensate the **County** for its increased costs. Each **Contract City** shall pay prevailing disposal fees for waste materials for which the **County** charges other than the **Disposal Fee** for the entire term of this **Agreement**, including, without limitation, tires and asbestos, if provided to the **County** for disposal. The existing Disposal Fee is determined by the available airspace in County owned landfills at the time of this Agreement. Given the limited capacity of these landfills, the Disposal Fee is subject to increase upon the depletion of available airspace.

E. **Terms of Payment.** The **County** shall invoice the **Contract City** for **Disposal Fees**, based on **County** weighing records, by means of First-Class U.S. Mail, within five (5) days of the last day of each month, commencing in the first month after the effective date of this **Agreement**, and continuing monthly thereafter for the term of this **Agreement**. In accordance with Section 218.74(2), Florida Statutes, as amended from time to time, payment of **Disposal Fees** owed to the **County** shall be due from, and payment shall be made by, **the Contract City** forty-five (45) days from the date of receipt of the **County's** monthly invoice.

F. **Dispute on Invoicing.** In the event of a dispute on invoicing, the **Contract City** shall first pay the full amount of the disputed charges when due and shall, within thirty (30) days from the date of receipt of the disputed invoice, give written notice of the disputed invoice to the **County**. The notice of dispute shall identify the disputed invoice, state the amount in dispute and set forth a full statement of grounds on which such dispute is based. The **County** Mayor or his/her designee shall confer with the **Contract City** and the **County** Mayor or his/her designee shall resolve the dispute not later than sixty (60) days after the date upon which the disputed invoice was received. Should the **Contract City** disagree with the determination of the **County** Mayor or his/her designee, it may pursue any remedy at law except withholding payment.

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G. Waste Diversion. The County shall have the option to engage and collaborate with the Contract City to achieve the goal of reducing the total amount of MSW generated within the Contract City. Engagement and collaboration with the Contract City include but is not limited to public education campaigns, outreach efforts, and waste analyses. The Contract City shall provide a good faith effort in engaging and collaborating if the County exercises this option.

ARTICLE 4

WEIGHING RECORDS

The County shall cause all County Solid Waste Management System facilities to operate and maintain motor truck scales calibrated to the accuracy required by Florida law and to weigh all vehicles delivering MSW. Each vehicle delivering MSW from the Contract City, or its contract hauler, shall have its tare weight and cubic yard capacity permanently and conspicuously displayed on the exterior of the vehicle. The County or its contractor may, from time to time, require revalidation of the tare weight of any vehicle. The Contract City shall provide the County with information about each private hauler delivering MSW on its behalf to include: name and address, make, body type and motor vehicle registration number of each vehicle used for such purpose. All such haulers shall have and maintain a valid County solid waste hauler permit in accordance with Section 15-17 of the Code of Miami-Dade County ("Code"), as amended from time to time.

The County will supply the Contract City with monthly weighing records as may be reasonably required by the Contract City to administer its waste collection program. Copies of all transaction tickets will be maintained by the County for at least two (2) years. If weighing scales are inoperable or are being tested, the facility operator shall estimate the quantity of MSW delivered using a schedule of estimated waste material weights in accordance with Section 15-25, subsections (b) and (d) of the Code, as amended from time to time. The estimates shall take the place of actual weighing records, when the scales are not operational. The County shall use reasonable efforts to maintain the scales in an operable and accurate weighing condition.

ARTICLE 5

SHORT-TERM DISPOSAL

The Contract City agrees that the County Solid Waste Management System may accept Solid Waste on a Non-Contract Disposal basis from private or municipal haulers, so long as the capacity to receive MSW delivered on behalf of the Contract City is not impaired, and provided that such haulers shall pay (a) Non-Contract Disposal Fee(s) of at least ten percent (10%) above that charged to Contract Cities. The (a) Non-Contract Disposal Fee(s) shall be established by separate administrative/implementing order, and effective upon Board approval. All Disposal Fee revenues generated pursuant to this Agreement shall be used to pay County Solid Waste Management System costs. This provision shall not inhibit the County from entering into agreements with private haulers for delivery of Solid Waste to County disposal facilities (with the exception of agreements for delivery of Solid Waste collected by (a) private hauler(s) under contract with any municipality that is not a party to

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this **Agreement**, which shall be prohibited), the minimum duration of which shall be ten (10) years, provided that the **County** shall not offer (a) **Disposal Fee(s)** less than that agreed to herein by the **Contract City** to any private hauler for the term of this **Agreement**.

ARTICLE 6

RELATIONSHIPS OF THE PARTIES

Nothing in this **Agreement** shall be deemed to constitute any party a partner, agent or local representative of the other party or to create any type of fiduciary responsibility of any kind whatsoever between the parties. The obligations to this **Agreement** are not joint; the obligations are separate and several between the **Contract City** and **County**.

ARTICLE 7

HEADINGS

Captions and headings in this **Agreement** are for ease of reference only and do not constitute a part of this **Agreement** and shall not affect the meaning or interpretation of any provisions herein.

ARTICLE 8

DURATION OF AGREEMENT

The term of **MSW** deliveries by the **Contract City** to the **County** under this **Agreement** shall commence with the date of execution and shall remain in effect up to and including December 31, 2045. This Agreement supersedes and replaces the Original Agreement entered into on _____, and shall govern all of the disposal in the Contract City during the term of the Agreement. The **Agreement** shall be executed and approved by resolution of the **Contract City's** governing body and shall become effective upon execution by the **County**. A copy of the resolution of approval shall be transmitted to the County Mayor within five (5) days following the date of each **Contract City's** approval.

ARTICLE 9

AGREEMENT GOVERNS; ENTIRE AGREEMENT

This **Agreement** shall govern and supersede any other interlocal agreement between the **Contract City** and the **County** with regard to use of the **County Solid Waste Management System**. This writing embodies the entire **Agreement** and understanding between the parties hereto, and there are no other agreements or understandings, oral or written with reference to the subject matter hereof that are not merged herein and superseded hereby.

ARTICLE 10

REPRESENTATIONS OF THE COUNTY

The **County** represents that (A) this **Agreement** has been duly authorized, executed and delivered by the Board of County Commissioners as the governing body of the **County**, and (B) it has the required power and authority to perform this **Agreement**.

ARTICLE 11

REPRESENTATIONS OF THE CONTRACT CITY

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The **Contract City** represents that (A) this **Agreement** has been duly authorized, executed and delivered by the governing body of the **Contract City**, and (B) it has the required power and authority to perform this **Agreement**.

ARTICLE 12

APPROVALS AND NOTICES

All notices, consents and other communications required, permitted or otherwise delivered under this **Agreement** shall be in writing and be delivered either by hand with proof of delivery or mailed by first class United States certified or registered mail, with return receipt requested, postage prepaid, and in any case shall be addressed as follows:

To County -
Miami-Dade County
Office of the Mayor
Stephen P. Clark Center
111 NW 1st Street
Miami, Florida 33128

To Contract City -

Attention:

Changes in the respective addresses above may be made from time to time by either party by notice to the other party. Notices and consents given by mail in accordance with this section shall be deemed to have been given five (5) business days after the day of dispatch, notices and consents given by any other means shall be deemed to have been given when received.

ARTICLE 13

AMENDMENT TO AGREEMENT

This **Agreement** may be modified, altered or amended only by a written amendment duly executed by the parties hereto, and approved by the governing body of each party. Any oral representations or modifications concerning this **Agreement** shall be of no force or effect.

ARTICLE 14

NON-ASSIGNMENT

In no case shall the **Contract City** assign, transfer, convey or otherwise hypothecate any interest, rights, duties, or obligations hereunder, or any part thereof. In the event the a **Contract City** attempts to assign, transfer, convey or otherwise hypothecate this **Agreement** or the **Contract City's** rights, duties or obligations hereunder, or any part thereof, the **County** may at its option, terminate this **Agreement** with respect to the **Contract City**.

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ARTICLE 15

RIGHTS OF OTHERS

Nothing in this **Agreement**, either express or implied is intended to confer upon any person or third parties, other than the parties hereto, any rights or remedies under or by reason of this **Agreement**.

ARTICLE 16

WAIVER

There shall be no waiver of any right related to this **Agreement** unless that such waiver is in writing signed by the party waiving such right. No delay or failure to exercise a right under this **Agreement** shall impair such right or shall be construed to be a waiver thereof. Any waiver shall be limited to the particular rights waived and shall not be deemed a waiver of the same right at a later time of any other right under this **Agreement**.

ARTICLE 17

FORCE MAJEURE

Neither party hereto shall be liable for its failure to carry out its obligations under this **Agreement** during any period when such party is rendered unable, in whole or in part, by Force Majeure to carry out such obligations, but the obligations of the party relying on such Force Majeure shall be suspended only during the continuance of any inability so caused and for no longer period, and such cause shall, so far as possible, be remedied with all reasonable dispatch. It is further agreed and stipulated that the right of any party hereto to excuse its failure to perform by reason of Force Majeure shall be conditioned upon such party giving, to the other party, written notice of its assertion that a Force Majeure delay has commenced within five (5) working days after such commencement. If there exists good cause for failure to give such notice, such failure shall not prejudice any party's right to justify any non-performance as caused by Force Majeure, unless the failure to give timely notice causes material prejudice to the other party.

ARTICLE 18

COUNTY EVENT OF DEFAULT

The failure by the **County** to substantially fulfill any of its material obligations in accordance with this **Agreement**, unless excuses are justified by Force Majeure, shall constitute a County event of default ("**County Default**"). If a **County Default** should occur, the **Contract City** shall have all of the following rights and remedies which each may exercise singly or in combination: 1. the right to declare that this **Agreement**, together with all rights granted to the **County**, hereunder are terminated, effective upon such date as is designated by the **Contract City**; 2. any and all other rights provided under federal laws and the laws of the State of Florida; and 3. in any event, the **County** shall maintain responsibility for any debts owed to the **Contract City** for services provided under the terms of this **Agreement**. Notwithstanding any other provision of this article, the **Contract City** shall not terminate this **Agreement** for a **County Default** unless the **Contract City** first give(s) the **County** written

County Resolution No. R-
Contract City Resolution No.

EXHIBIT 2

notice of intent to terminate specifying the alleged default, and providing the **County** a period of sixty (60) days from receipt of notice within which to cure such default.

ARTICLE 19

CONTRACT CITY EVENT OF DEFAULT

Without limitation, the failure by the **Contract City** to substantially fulfill any of its material obligations in accordance with this **Agreement**, unless excuses are justified by Force Majeure, shall constitute a **Contract City** event of default ("**Contract City Default**"). If a **Contract City Default** should occur, the **County** shall have all of the following rights and remedies which it may exercise singly or in combination: 1. the right to declare that all rights granted to the **Contract City** hereunder are terminated, effective upon such date as is designated by the **County**; 2. any and all rights provided under federal laws and the laws of the State of Florida; and 3. in any event, the **Contract City** shall maintain responsibility for any debts owed to the **County** for services provided under the terms of this **Agreement**. Notwithstanding any other provision of this article, the **County** shall not terminate this **Agreement** for a **Contract City Default** unless the **County** first gives the **Contract City** written notice of intent to terminate specifying the alleged default, and providing the **Contract City** a period of sixty (60) days from receipt of notice within which to cure such default.

ARTICLE 20

FLORIDA LAW GOVERNS; VENUE IN MIAMI-DADE COUNTY, FLORIDA

This **Agreement**, regardless of where executed, shall be governed by and construed according to the laws of the State of Florida, and venue shall be in Miami-Dade County, Florida.

ARTICLE 21

TERMINATION

This **Agreement** may be terminated upon mutual consent, in writing, between the **Contract City** and the **County**.

ARTICLE 22

COUNTERPARTS

This **Agreement** may be executed in one or more counterpart(s), each of which shall be deemed an original.

ARTICLE 23

INVALIDITY OF PROVISIONS

Should any provision, paragraph, sentence, word or phrase contained in this **Agreement** be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Florida, such provision, paragraph, sentence, word or phrase shall be deemed modified to the extent necessary in order to conform with such laws, and this **Agreement** shall remain in full force and effect.

County Resolution No. R-
Contract City Resolution No.

EXHIBIT 2

County Resolution No. R-
Contract City Resolution No.

EXHIBIT 2

IN WITNESS WHEREOF, Miami-Dade County, Florida, has caused this **Agreement** to be executed in its name by the County Mayor or his/her designee, attested by the Clerk of the Board of County Commissioners and has caused the seal of the Board of County Commissioners to be hereto attached; and the **Contract City** has caused this **Agreement** to be executed in its name by the _____ of the **Contract City** or his/her designee, attested by the Clerk of the **Contract City's** governing body and has caused the seal of the **Contract City's** governing body to be hereto attached, all on the day and year first written above.

Attest: JUAN FERNANDEZ-BARQUIN, MIAMI-DADE COUNTY, FLORIDA
Clerk of the Board BY ITS BOARD OF COUNTY
COMMISSIONERS

By: _____
Deputy Clerk

By: _____
County Mayor
Miami-Dade County Florida
111 NW 1st Street, 29th Floor
Miami, FL 33128

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY BY:
Miami-Dade County Attorney's Office
111 N.W. 1st Street
Miami, FL 33128

Assistant County Attorney

County Resolution No. R-
Contract City Resolution No.

EXHIBIT 2

CONTRACT CITY

_____,
a Florida Municipal Corporation

ATTEST:

By:

Title:

This day of _____, 20_

[corporate seal]

APPROVED AS TO INSURANCE
REQUIREMENTS:

APPROVED AS TO FORM AND
CORRECTNESS:

County Resolution No. R-
Contract City Resolution No.



MEMORANDUM
(Revised)

TO: Honorable Chairman Anthony Rodriguez
and Members, Board of County Commissioners

DATE: November 18, 2025

FROM: 
Gen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 8(M)(1)

Please note any items checked.

- _____ **“3-Day Rule” for committees applicable if raised**
- _____ **6 weeks required between first reading and public hearing**
- _____ **4 weeks notification to municipal officials required prior to public hearing**
- _____ **Decreases revenues or increases expenditures without balancing budget**
- _____ **Budget required**
- _____ **Statement of fiscal impact required**
- _____ **Statement of social equity required**
- _____ **Ordinance creating a new board requires detailed County Mayor’s report for public hearing**
- _____ **No committee review**
- _____ **Applicable legislation requires more than a majority vote (i.e., 2/3’s present ____, 2/3 membership ____, 3/5’s ____, unanimous ____, majority plus one ____, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) ____, CDMP 2/3 vote requirement per 2-116.1(3) (h) or (4)(c) ____, CDMP 9 vote requirement per 2-116.1(4)(c) (2) ____)** to approve
- _____ **Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required**

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(M)(1)
11-18-25

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE A STANDARD FORM OF THE THIRD AMENDED AND RESTATED INTERLOCAL AGREEMENT BETWEEN MIAMI-DADE COUNTY AND CONTRACT CITIES FOR USE OF THE COUNTY SOLID WASTE MANAGEMENT SYSTEM, AND TO EXERCISE ALL RIGHTS, POWER AND OPTIONS THEREIN, INCLUDING RENEWAL AND TERMINATION

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board approves in standard form the Third Amended and Restated Interlocal Agreement between Miami-Dade County and Contract Cities for use of the County Solid Waste Management System, and the County Mayor or County Mayor's designee is authorized to execute the Agreement in substantially the form attached hereto after review and approval by the County Attorney's office, and following proper execution by Contract Cities. The County Mayor or County Mayor's designee is authorized to exercise any and all rights, powers, and options within the agreement, including renewal and termination.

The foregoing resolution was offered by Commissioner _____, who moved its adoption. The motion was seconded by Commissioner _____ and upon being put to a vote, the vote was as follows:

Anthony Rodriguez, Chairman

Kionne L. McGhee, Vice Chairman

Marleine Bastien

Juan Carlos Bermudez

Sen. René García

Oliver G. Gilbert, III

Roberto J. Gonzalez

Keon Hardemon

Danielle Cohen Higgins

Natalie Milian Orbis

Raquel A. Regalado

Micky Steinberg

District 5 - Vacant

The Chairperson thereupon declared this resolution duly passed and adopted this 18th day of November, 2025. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this resolution and the filing of this approval with the Clerk of the Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

JUAN FERNANDEZ-BARQUIN, CLERK

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.



David Stephen Hope

PROPOSED AGREEMENT

MEMORANDUM

Agenda Item No. 8(O)(4)

TO: Honorable Chairman Anthony Rodriguez
and Members, Board of County Commissioners

DATE: January 22, 2025

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Resolution approving the third amended and restated non-exclusive agreement between Miami-Dade County, Florida, and Waste Connections of Florida, Inc. for use and provision of municipal solid waste disposal services; and authorizing the County Mayor to execute the agreement and exercise all provisions contained therein, including renewal and termination provisions

The accompanying resolution was prepared by the Solid Waste Management Department and placed on the agenda at the request of Prime Sponsor Commissioner Raquel A. Regalado.


Geri Bonzon-Keenan
County Attorney

GBK/jp

Memorandum



Date: January 22, 2025

To: Honorable Chairman Anthony Rodriguez
and Members, Board of County Commissioners

From: Daniella Levine Cava 
Mayor

Subject: Third Amended and Restated Non-Exclusive Agreement Between Miami-Dade County, Florida and Waste Connections of Florida, Inc. for Use and Provision of Municipal Solid Waste Disposal Services

EXECUTIVE SUMMARY

The purpose of this item is to seek approval by the Board of County Commissioners (“Board”) to execute a Third Amended and Restated Non-exclusive Agreement for the use and provision of municipal solid waste disposal services between Miami-Dade County, Florida (the “County”), and Waste Connections of Florida, Inc. (“WCF”) until October 1, 2035, with two (2) subsequent ten (10) year renewal periods (the “Third Amendment”).

RECOMMENDATION

It is recommended that the Board adopt the accompanying resolution authorizing the County Mayor or the County Mayor’s designee to execute the Third Amended and Restated Non-Exclusive Agreement, in substantially the form attached as Attachment 1, between the County and WCF. Approval of the Third Amendment provides additional disposal capacity to meet State of Florida concurrency requirements given the closure of the Resources Recovery Facility. It also ensures the County remains in compliance with its Comprehensive Development Master Plan (“CDMP”) requirements and avoids the need for a building moratorium.

SCOPE

The WCF-owned and operated Transfer Station in Hialeah, Florida, the Heart of Florida Landfill in Lake Panasoffkee, Florida, and the JED Landfill in St. Cloud, Florida, are all contracted components of the County’s solid waste management system (the “System”). The County relies on the transfer station and landfills for its day-to-day solid waste management disposal operations, and to meet the solid waste concurrency requirements of the State of Florida Comprehensive Planning and Land Development Regulation Act (Chapter 163, Part II, Fla. Stat.). The adopted level-of-service standard for solid waste contained in the Solid Waste Sub-element of the CDMP, requires the County to maintain disposal capacity sufficient to accommodate waste flows committed to the System through long-term interlocal agreements or contracts with municipalities and private waste haulers, and anticipated non-committed waste flows, for a minimum of five (5) years. The County provides solid waste concurrency for:

1. The unincorporated municipal service area.
2. Municipalities included in the Solid Waste Collection Service Area (i.e., Aventura, Cutler Bay, Doral, Miami Gardens, Miami Lakes, Opa-Locka, Palmetto Bay, Pinecrest, and Sunny Isles Beach).
3. Municipalities that contract with the County for waste disposal services (i.e., Bal Harbour, Bay Harbor Islands, Coral Gables, Homestead, Miami, Miami Beach, Miami Shores, Miami Springs,

North Bay Village, North Miami, North Miami Beach, South Miami, Surfside, Sweetwater, and West Miami).

Fiscal Impact

The Third Amendment generates disposal revenue and provides low-cost waste disposal that helps preserve County-owned landfill capacity. All revenues and expenses related to the Third Amendment are proprietary to the Department of Solid Waste Management (“DSWM” or “Department”), and no General Fund revenues or expenses are involved.

The Third Amendment requires that WCF must provide the County with a solid waste disposal capacity of 800,000 tons to the System until October 1, 2035, with two 10-year options to renew by the County (until 2055) at the Heart of Florida Landfill and the JED Landfill. The terms under the option to renew may have to be renegotiated by both parties; as such, these terms are subject to change after the initial 10-year period and the disposal fees may not be bound by CPI. This may leave the County vulnerable to a significant rate increase in order to meet future concurrency requirements. . WCF is also required to pay the County disposal surcharge fee. The minimum tonnage subject to the surcharge is 50,000 tons per year, which equates to approximately \$250,000.00 annually at the fiscal year (“FY”) 2025-26 rate of \$5.00. The proposed County Disposal Fee, to be paid by WCF to the County, is \$74.40 per ton for each ton of solid waste delivered to the County for disposal, while the County Transfer Fee, paid by WCF to the County, is \$16.28 per ton for waste delivered to County-owned transfer stations for transfer and disposal. The WCF Disposal Fee, paid by the County to WCF, is \$25.89 per ton for waste delivered to the JED Landfill. Additionally, there is a \$29.00 per ton fee for waste delivered to the Heart of Florida Landfill by the County or on its behalf. From June 1, 2025, upon WCF completing necessary improvements and receiving permits for rail transportation, the WCF Transfer and Disposal Fee, paid by the County to WCF, will be \$72.25 per ton for municipal solid waste delivered by truck or intermodal container. All rates are subject to annual Consumer Price Index adjustment beginning October 1, 2025. The difference between the WCF and County disposal fee per ton allows the County to utilize the lower cost of disposal with WCF to decrease its internal disposal rate and preserve County-owned disposal capacity.

DSWM will also have an annual 249,600 tons waste delivery guarantee at the WCF Intermodal Facility and 62,400 tons at the WCF Transfer Station at 4070 NW 37th Court, Hialeah, Florida. However, at such time as the County’s new waste-to-energy (“WTE”) facility becomes operational, this waste delivery guarantee will be reduced to meet the County’s waste delivery obligation at the new WTE, provided the waste delivery guarantee to WCF does not fall below 250,000 tons annually.

Track Record/Monitor

WCF waste deliveries to DSWM and DSWM waste deliveries to WCF are tracked by DSWM operations staff under the direction of Achaya Kelapanda, Deputy Director for Waste Operations.

Social Equity Statement

The proposed resolution is not anticipated to have any measurable social equity benefit or burden because all customers will be impacted equally.

DELEGATED AUTHORITY

This item authorizes the County Mayor or the County Mayor's designee to execute the Third Amendment and to exercise all provisions contained in the Agreement, including renewal and termination.

BACKGROUND

In 1995, the Board approved a waste disposal agreement ("Waste Disposal Agreement") with Browning Ferris Industries (BFI), for the operation of the Progressive Waste Solutions of Florida, Inc. facility, now known as WCF on June 8, 2018, which required BFI to deliver 300,000 tons of waste to County facilities each year, with 100,000 tons going through the waste transfer stations. In 2001, the Waste Disposal Agreement was amended to include a reduced annual waste delivery requirement of 220,000 tons and reduced transfer station deliveries of 75,000 per year. The Waste Disposal Agreement was further amended in 2015 to refine the waste delivery requirements to ensure that the WCF waste delivery obligations remain consistent with the company's market share over the entire term of the agreement. The waste delivery obligation was fifty-one percent (51%) of the total amount of waste WCF collects in the County (i.e., in the initial year approximately 259,000 tons), with 50,000 tons going to County transfer stations. This was done in order to incorporate WCF facilities as a "Contracted Component" of the System and to mitigate any adverse impacts to the System, as required by Section 15-18 of the Code of Miami-Dade County, Fla. (the "Code"), and to address Bond Ordinance 96-168, which prohibits the County from allowing the operation of private disposal facilities that may compete or tend to compete with the System. This Agreement is also consistent with Policy SW-5B of the CDMP, which discourages the establishment of disposal facilities that are not integrated into the System and was further supported by Article 1, Section 1.01(9) of the County Charter, which empowers the Board to regulate waste collection and disposal in the County.

The Department's Bond Engineer has found this Agreement reasonable and consistent with the County's goals of maintaining the operations of its System and meeting concurrency requirements in the wake of the closure of the Resources Recovery Facility (see Exhibit 1, letter dated December 4, 2024).

The highlights of the Third Amendment are as follows:

- WCF's responsibility includes delivering 51% of the total tons of solid waste it collects, or that is collected on its behalf by third parties within Miami-Dade County, annually and ensuring disposal capacity at its affiliates' landfills, specifically the JED Landfill and/or Heart of Florida Landfill, with a total capacity of 800,000 tons. WCF is required to pay the County a Disposal Surcharge Fee of \$5.00 per ton for 50,000 tons of the waste delivery obligation annually.
- The County will ensure a Weekly Solid Waste Delivery, providing at least 1,200 tons of municipal solid waste each week at its own cost, which WCF has agreed to accept and dispose of accordingly.
- As part of the County's Rail Delivery Obligation, the County is required to deliver 4,800 tons of solid waste per week in intermodal containers to the Heart of Florida Landfill. From June 1, 2025, upon WCF completing necessary improvements and receiving permits for rail transportation, the WCF Transfer and Disposal Fee paid by the County

to WCF will be \$72.25 per ton for municipal solid waste delivered to WCF by truck or intermodal container.

- The fees for waste disposal include a County Disposal Fee of \$74.40 per ton, paid by WCF to the County; a WCF Disposal Fee of \$25.89 per ton for waste delivered to the JED Landfill and \$29.00 per ton for waste delivered to the Heart of Florida Landfill, paid by the County to WCF; and a County Transfer Fee of \$16.28 per ton for waste delivered to County-owned transfer stations, paid by WCF to the County.
- The term of the Third Amendment is through October 1, 2035, with two 10-year options to renew by mutual agreement of both parties.



Jimmy Morales
Chief Operating Officer



MEMORANDUM
(Revised)

TO: Honorable Chairman Anthony Rodriguez
and Members, Board of County Commissioners

DATE: January 22, 2025

FROM: 
Gen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 8(O)(4)

Please note any items checked.

- _____ **“3-Day Rule” for committees applicable if raised**
- _____ **6 weeks required between first reading and public hearing**
- _____ **4 weeks notification to municipal officials required prior to public hearing**
- _____ **Decreases revenues or increases expenditures without balancing budget**
- _____ **Budget required**
- _____ **Statement of fiscal impact required**
- _____ **Statement of social equity required**
- _____ **Ordinance creating a new board requires detailed County Mayor’s report for public hearing**
- _____ **No committee review**
- _____ **Applicable legislation requires more than a majority vote (i.e., 2/3’s present ____, 2/3 membership ____, 3/5’s ____, unanimous ____, majority plus one ____, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) ____, CDMP 2/3 vote requirement per 2-116.1(3) (h) or (4)(c) ____, CDMP 9 vote requirement per 2-116.1(4)(c) (2) ____)** to approve
- _____ **Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required**

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(O)(4)
1-22-25

RESOLUTION NO. _____

RESOLUTION APPROVING THE THIRD AMENDED AND RESTATED NON-EXCLUSIVE AGREEMENT BETWEEN MIAMI-DADE COUNTY, FLORIDA, AND WASTE CONNECTIONS OF FLORIDA, INC. FOR USE AND PROVISION OF MUNICIPAL SOLID WASTE DISPOSAL SERVICES; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR’S DESIGNEE TO EXECUTE THE AGREEMENT AND EXERCISE ALL PROVISIONS CONTAINED THEREIN, INCLUDING RENEWAL AND TERMINATION PROVISIONS

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that the Third Amended and Restated Non-Exclusive Agreement between Miami-Dade County, Florida and Waste Connections of Florida, Inc. (the “Agreement”), for the use and provision of municipal solid waste disposal services in substantially the form attached hereto as Attachment 1 is approved, and the County Mayor or County Mayor’s designee is authorized to execute the Agreement and to exercise all provisions contained in the Agreement, including renewal and termination provisions.

The foregoing resolution was offered by Commissioner ,
who moved its adoption. The motion was seconded by Commissioner
and upon being put to a vote, the vote was as follows:

Anthony Rodriguez, Chairman	
Kionne L. McGhee, Vice Chairman	
Marleine Bastien	Juan Carlos Bermudez
Kevin Marino Cabrera	Sen. René García
Oliver G. Gilbert, III	Roberto J. Gonzalez
Keon Hardemon	Danielle Cohen Higgins
Eileen Higgins	Raquel A. Regalado
Micky Steinberg	

The Chairperson thereupon declared this resolution duly passed and adopted this 22nd day of January, 2025. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this resolution and the filing of this approval with the Clerk of the Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

JUAN FERNANDEZ-BARQUIN, CLERK

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

dsh

David Stephen Hope

Attachment 1

**THIRD AMENDED AND RESTATED NON-EXCLUSIVE AGREEMENT BETWEEN
MIAMI-DADE COUNTY, FLORIDA AND WASTE CONNECTIONS OF FLORIDA,
INC. FOR USE OF THE SOLID WASTE MANAGEMENT SYSTEM AND WASTE
CONNECTIONS FACILITIES FOR MUNICIPAL SOLID WASTE DISPOSAL**

{00119823.DOCX.}

MDC009

**THIRD AMENDED AND RESTATED NON-EXCLUSIVE AGREEMENT BETWEEN
MIAMI-DADE COUNTY, FLORIDA AND WASTE CONNECTIONS OF FLORIDA,
INC. FOR USE OF THE SOLID WASTE MANAGEMENT SYSTEM AND WASTE
CONNECTIONS FACILITIES FOR MUNICIPAL SOLID WASTE DISPOSAL**

A non-exclusive agreement between the parties for use of the SOLID WASTE MANAGEMENT SYSTEM for solid waste disposal ("Agreement") is made this _____ day of _____, 2024, by and between MIAMI-DADE COUNTY, a political subdivision of the State of Florida, by and through its Board of County Commissioners (the "**County**") and WASTE CONNECTIONS OF FLORIDA, INC. ("**WCF**") individually each is a "Party" and collectively, "Parties".

WITNESSETH:

BACKGROUND RECITALS

Whereas, the Miami-Dade County Board of County Commissioners (the "**Board**") hereby finds and declares that it is necessary to the health, safety and welfare of the citizens of Miami-Dade County to provide for solid waste disposal and management facilities and services; and

Whereas the County desires to maximize the use of contracted components of its Solid Waste Management System to extend the life of County landfills; and

Whereas, the Contract Cities and Contract Haulers (as defined below), desire to use the Solid Waste Management System for their solid waste disposal needs (and transfer needs, as applicable), at an agreed-upon disposal fee rate (and transfer fee rate, as applicable); and

Whereas, the Contract Cities, desire to continue their reliance on the Solid Waste Management System to satisfy concurrency requirements of the Local Government Comprehensive Planning and Land Development Regulation Act (Chapter 163, Part II, Fla. Stat.), only as it applies to solid waste disposal capacity for the solid waste which each Contract City collects for disposal, or that which is collected for it by third parties under contract with the Contract City for disposal, and which is committed to the County for disposal in the Solid Waste Management System in accordance with the interlocal agreements between the Contract Cities and the County, and actually disposed of therein; and

Whereas, on June 8, 2018, Progressive Waste Solutions of FL, Inc., changed its name to Waste Connections of Florida, Inc.; and

Whereas, **WCF** desires to continue operation of a municipal solid waste facility located at 4070 NW 37th Court, Hialeah, Florida in Miami-Dade County (the "**WCF Facility**"); and

Whereas, the County acknowledges that **WCF's** landfills represent resources capable of satisfying, in part, the concurrency requirements of Florida law as well as the County's responsibilities to secure the health, safety and welfare of its citizens by maintaining the long-term availability of solid waste disposal facilities; and

{00119823.DOCX.} 1

Whereas, by this Agreement, the County and WCF have secured a beneficial long-term contractual relationship to enable the County to utilize a WCF Facility to satisfy the County's (including Contract Cities and Contract Haulers), solid waste disposal needs, including, without limitation, securing the availability of long-term solid waste disposal capacity to satisfy planning and health, safety, and welfare concerns; and

Whereas, the **County** must comply with the stipulations of Bond Ordinance No. 96-168 regarding the construction, acquisition, or operation of any private solid waste disposal facilities within the **County** that may compete or tend to compete with the **County** Solid Waste Management System, and the provisions of Section 15-18 of the Code of Miami-Dade County, Fla. (the "Code"), regarding permitting of resource recovery and management facilities; and

Whereas, **WCF's** commitment to deliver Solid Waste to the **County** contained herein sufficiently mitigates the adverse financial impact to the Solid Waste Management System resulting from operation of the WCF Facility and is consistent with the goals established in the state Solid Waste Management Act (Chapter 403, Part IV, Fla. Stat.).

NOW, THEREFORE, in consideration of the foregoing premises, and the mutual considerations contained herein, the Parties hereto, intending to be legally bound, do hereby agree as follows:

DEFINITIONS

For the purposes of this Agreement, the following capitalized words and phrases shall be given the following respective meanings:

Annual Stated Tons – the total tonnage of Solid Waste collected by **WCF** for disposal, including that which is collected for it by third parties under contract with **WCF** for disposal, from within Miami-Dade County, for the twelve (12) months preceding October 1 of each year.

Base Tons – the total tonnage of Solid Waste collected by **WCF** for disposal, including that which is collected for it by third parties under contract with **WCF** for disposal, from within Miami-Dade County, in the Base Year plus 50,000 tons.

Base Year – the twelve (12) months preceding October 1, 2014.

Board - the Miami-Dade County Board of County Commissioners.

Change in Law - after the date of execution of this Agreement, (a) the adoption, promulgation, issuance, modification, or change in interpretation of any federal, state or local law, regulation, rule, requirement, ruling or ordinance, of the United States or any state or territory thereof, unless (i) such law, regulation, rule, requirement, ruling or ordinance was on or prior to such date duly adopted, promulgated, issued or otherwise officially modified or changed in interpretation, in each case in final form, to become effective without any further action by any governmental entity or official having jurisdiction, or (ii) compliance with such law, regulation, rule requirement, ruling or ordinance was provided for in the Agreement; (b) the issuance of an order and/or judgment of any governmental entity or official having jurisdiction, to the extent such order and/or judgment

constitutes a reversal of a prior applicable order and/or judgment, or an overturning of prior administrative policy or judicial precedent.

Contract City(ies) - the municipal corporation or corporations existing under the laws of the State of Florida, that have entered into an interlocal agreement with the County for use of the Solid Waste Management System.

Contract Hauler(s) - any private waste hauler operating in Miami-Dade County that has a current non-exclusive agreement with the County for commitment to use the System for municipal solid waste disposal.

Contract Rate – the lowest MSW disposal rate offered to Contract Cities and Contract Haulers that are under long-term contract with the County.

County – Miami-Dade County, Florida, by and through its Board of County Commissioners.

Director - the Director of the Department of Solid Waste Management or his/her designee.

Disposal Surcharge Fee – the fee charged to WCF by the County in lieu of WCF delivering MSW tons to County owned and operated landfills or transfer stations.

Environmental Law - all applicable laws, ordinances, orders, and resolutions relating to the environment, including without limitation, rules or regulations relating to the environment issued or enacted by any regulatory agency with jurisdiction over components of the County Solid Waste Management System.

Fiscal Year - the period beginning October 1st of each year and ending September 30th of the subsequent year. The use of the words "annual" or "annually" in this Agreement shall mean a Fiscal Year. All annual amounts stated herein shall be prorated for any partial Fiscal Year.

Force Majeure - an act of God, epidemic, lightning, earthquake, fire, explosion, storm, hurricane, flood or similar occurrence, strike, act of a public enemy, blockade, insurrection, riot, general arrest or restraint of government and people, civil disturbance or similar occurrence, which has had or may reasonably be expected to have a material adverse effect on the rights or obligations under this Agreement which by the exercise of due diligence the Party relying thereon as justification for not performing any obligation under this Agreement shall not have been able to avoid, and which is not the result of a willful, wanton, or negligent action or omission of such Party.

Hazardous Waste - as defined in Chapter 403, Part IV, Florida Statutes, as amended.

Heart of Florida Landfill – the Heart of Florida Landfill, owned by ACMS, Inc., and which is located at 1032 County Road 529A, Lake Panasoffkee, Florida.

JED Landfill – the JED Landfill, owned by Waste Connections of Osceola County, LLC., and which is located at 1501 Omni Way, St. Cloud, Florida.

MDC Disposal Fee(s) - the fee charged to **WCF** by the **County** to dispose of Solid Waste at County-owned solid waste disposal facilities or facilities operated under contract with the **County** for solid waste disposal. This fee does not include any federal, state or local fees, charges or surcharges.

MDC Transfer Fee(s) - the fee charged to **WCF** by the **County** to transfer Solid Waste delivered to County-owned transfer stations for transfer and disposal. This fee does not include any federal, state or local fees, charges or surcharges.

Municipal Solid Waste ("MSW") or Solid Waste or Waste - all discarded materials or substances, exclusive of source-separated recyclable materials, including, but not limited to, garbage, trash, yard trash, litter, refuse, rubbish, recycling process residue, or other materials allowed by the State Department of Environmental Protection for disposal in a Class I landfill, Class III landfill, or resource recovery facility which result from domestic, commercial, industrial, mining, agricultural or governmental activities, but not including sewage or other highly-diluted, water-carried materials or substances, or those in gaseous form.

Solid Waste Management System ("System") - The aggregate of those solid waste management facilities owned by or operated under contract with Miami-Dade County which shall include the North Dade Landfill (21500 NW 47th Avenue); South Dade Landfill (23707 SW 97th Avenue); Resources Recovery Facility (6990 NW 97th Avenue); Waste Management Inc. of Florida's ("Waste Management") Medley Landfill, Medley, Florida (9350 NW 89th Avenue); Waste Management's Okeechobee Landfill Okeechobee County, Florida; Northeast Transfer Station (18701 NE 6th Avenue); Central Transfer Station (1150 NW 20th Street); West Transfer Station (2900 SW 72nd Avenue); Reuter Recycling of Florida (20701 Pembroke Road, Pembroke Pines, Florida); WM Recycling Oakes Road (3250 SW 50th Avenue, Davie, Florida); WM Davie Transfer Station (2380 College Avenue, Davie, Florida); WM Miami Transfer Station (2120 NW 11th Avenue, Miami, Florida); WM/FEC Intermodal Facility (7300 NW 69th Avenue, Miami, Florida); Waste Connections of Florida, Inc. Transfer Station, (4070 NW 37th Court, Hialeah, Florida); Heart of Florida Landfill (1032 County Road 529A, Lake Panasoffkee, Florida); JED Landfill (1501 Omni Way, St. Cloud, Florida) and other such facilities as may be added to or deleted from this listing from time to time, by the County Mayor or his/her designee at his/her sole discretion. Such additions or deletions may be made by use of an attachment hereto without need for formal amendment to this Agreement.

Source-Separated Recyclable Materials - materials separated from MSW at their source of generation which are set-out for collection at their source of generation. Such materials shall be limited to clean yard trash, construction and demolition debris, aseptic and gable top containers, corrugated cardboard, magazines, newspapers, telephone books, household batteries, glass containers, plastic containers, steel cans, aluminum cans, and other source-separated recyclable materials as may be added to this listing from time to time by the County Mayor, at his sole discretion. Such additions may be made by use of an attachment hereto without need for formal amendment to this Agreement.

Unacceptable Waste - any waste that cannot be legally disposed of at a Class I Landfill, Class III Landfill or resource recovery facility in accordance with Environmental Law.

WCF Disposal Fee(s) - the fee charged to the **County** by **WCF** to dispose of Solid Waste at the A.C.M.S., Inc.-owned Heart of Florida Landfill or the Waste Connections of Osceola County, LLC's JED Landfill, both of which are affiliates entities of **WCF**.

WCF Facility - an intermodal facility located in Miami Dade County and a transfer station facility located at 4070 NW 37th Court, Hialeah, Florida and made available for the acceptance and intermodal transport of Solid Waste to the Heart of Florida Landfill or JED Landfill by or on behalf of or at the direction of the County pursuant to this Agreement.

WCF Transfer & Disposal Fee(s) - the fee charged to the **County** by **WCF** for Solid Waste delivered to a WCF Facility for transfer and disposal of Solid Waste at the Heart of Florida Landfill or JED Landfill.

ARTICLE 1

CONSTRUCTION OF AGREEMENT

The word "shall" as used in this Agreement shall in all cases be construed to be mandatory and to require the action so modified by the word "shall" to be taken without regard to the exercise of discretion.

ARTICLE 2

RESPONSIBILITIES OF THE PARTIES

1. Solid Waste Delivery and Acceptance Generally. Annually, beginning October 1, 2024, and subject to the terms and conditions contained herein, **WCF** agrees to deliver, at its sole cost and expense, and the **County** agrees to accept and dispose of, Fifty-One Percent (51%) of the total tons of Solid Waste **WCF** collected in the Base Year, or all the Waste **WCF** collects or that which is collected for it by third parties under contract with **WCF** for disposal, from within Miami-Dade County, whichever is less, at System facilities (the "Waste Delivery Obligation"), plus any annual adjustments made in accordance with section 2 of this Article. The **WCF** Waste Delivery Obligation shall never include tons delivered to it by the County, directed by the County, or on behalf of the County.
2. Adjustments to the Waste Delivery Obligation.
 - i. As of October 1, 2024 and for the term of this Agreement, if in any year **WCF's** Annual Stated Tons is greater than the Base Tons (tons in the Base Year, plus 50,000 tons), the Waste Delivery Obligation shall increase by fifty percent (50%) of the difference between the then most recent Annual Stated Tons and the Base Tons, and the waste delivery requirements contained in section 3 of this Article shall be adjusted accordingly (i.e., if Annual Stated Tons – Base Tons = Positive Difference, then fifty percent (50%) of the positive difference is added to the Waste Delivery Obligation in the then current year beginning October 1st). Once the Annual Stated Tons has surpassed the Base Tons as described above, year-to-year increases in the Annual Stated Tons will be used to determine the waste delivery requirements for the then current year beginning October 1st.

- ii. Alternatively, as of October 1, 2024 and for the term of this Agreement, if **WCF's** Annual Stated Tons is less than the previous year's percent Annual Stated Tons the Waste Delivery Obligation shall be reduced by fifty percent (50%) of the difference, and the waste delivery requirements contained in section 3 of this Article shall be adjusted accordingly (i.e., If the most current Annual Stated Tons – prior year's Annual Stated Tons = Negative Difference; then fifty percent (50%) of the negative difference is subtracted from the Waste Delivery Obligation in the then current year beginning October 1st).
 - iii. During any fiscal year period when the Waste Delivery Obligation is less than fifty-one percent (51%) of the tons collected in the Base Year due to reductions as described in the previous section, then in the event that **WCF's** Annual Stated Tons increase above the previous year's Annual Stated Tons, the full amount of the increase shall be added to the Waste Delivery Obligation for the next year, unless and until the fifty-one percent (51%) of the tons collected in the Base Year level has again been reached, and the waste delivery requirements contained in section 3 of this Article shall be adjusted accordingly (e.g., if the Waste Delivery Obligation had previously been reduced by 10,000 tons and the most current Annual Stated Tons showed an increase of 10,000 tons, the Waste Delivery Obligation would be increased by one hundred percent (100%) of the positive difference in the Annual Stated Tons).
 - iv. Within thirty (30) days of the effective date of this Agreement, **WCF** shall submit an affidavit to the **County** which provides the total number of tons of Solid Waste it collected for disposal, including that Waste collected for it by third parties under contract with **WCF** for disposal, from within Miami-Dade County, in the Base Year. Such affidavit shall be subject to audit by the **County**. Annually thereafter, but no later than October 15th of each subsequent year of this Third Amended and Restated Non-Exclusive Agreement, **WCF** shall submit an affidavit to the **County** which provides the Annual Stated Tons. Such affidavit shall be subject to audit by the **County**. In the event that **WCF** enters into a waste collection agreement with a Miami-Dade County municipality which has an effective long-term waste disposal agreement with the County, the residential waste collected by **WCF** from within that municipality shall be obligated for delivery to the County but shall not be included in the Annual Stated Tons affidavit required pursuant to this section.
3. WCF Waste Delivery Requirements. **WCF** shall be required to deliver at least fifty percent (50%) of an amount equal to fifty-one percent (51%) of the tons collected in the Base Year divided by fifty-two (52) weeks multiplied by six (6) weeks in any rolling six (6) week period. The rolling six (6) week delivery amount shall be decreased in proportion to the amount of Solid Waste **WCF** collects for disposal, from within Miami-Dade County, if less than fifty-one percent (51%) of the tons collected in the Base Year. Subject to mutual agreement by **WCF** and the County, without the need for further approval by the Board, the County may adjust the deliveries required by this section.
4. County Delivery Obligation. Commencing in the first month upon **WCF** completing all necessary improvements and receiving all permits and approvals to transport Solid Waste by rail, beginning no sooner than June 1, 2025, and during the term of this Agreement and subject to the terms and conditions contained herein, the County agrees to deliver weekly to the **WCF**

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Facility, at its sole cost and expense, and **WCF** agrees to accept and dispose weekly no less than One-Thousand Two Hundred (1,200) tons of Municipal Solid Waste. The County Delivery Obligation shall be delivered by route trucks, or trailers, but not by intermodal container. The County Delivery Obligation shall be in addition to the County Rail Delivery Obligation as defined below.

At such time as the County's new waste-to-energy ("WTE") facility becomes operational, the Parties agree to decrease the County's waste delivery guarantee in this section 4 and section 5 below in the event that the Waste committed to WCF pursuant to this Agreement is shown by the County to be required to meet the County's waste delivery obligation to the WTE facility.

5. County Rail Delivery Obligation. Commencing in the first month upon WCF completing all necessary improvements and receiving all permits and approvals to transport Solid Waste by rail, beginning no sooner than June 1, 2025, and during the term of this Agreement and subject to the terms and conditions contained herein, the County agrees to deliver to the WCF Facility, at its sole cost and expense, and **WCF** agrees to weekly accept and dispose of no less than Four-Thousand Eight Hundred (4,800) tons of Solid Waste by intermodal containers (the "County Rail Delivery Obligation") for disposal at the Heart of Florida Landfill. The empty intermodal containers will be provided to the County by WCF, with WCF retaining ownership of the same. Tractors and appropriate chassis will be supplied and operated by the County. Each intermodal container delivered to the WCF Facility by the County will be loaded by the County with no less than twenty (20) tons of Solid Waste. The County will be invoiced a minimum of twenty (20) tons for each intermodal container containing Solid Waste delivered to the WCF Facility by the County. If an intermodal container is loaded with more than twenty-one (21) tons of Solid Waste, the County will only be invoiced for up to twenty-one (21) tons. Each intermodal container may only be loaded by the County up to the applicable and indicated loading limit.
6. Direction to Facilities. The Director may identify particular System Waste disposal facilities within Miami-Dade County to which **WCF** shall deliver its Waste Delivery Obligation, except the Director may direct WCF to the South Dade Landfill, or County transfer stations only in the event all other System Waste disposal facilities are closed to Waste deliveries. Such direction shall not inhibit **WCF's** ability to fulfill its obligations under this Agreement.
7. Unacceptable Waste. The **County** or **WCF** may refuse for disposal any load of solid waste which, based on substantial competent evidence, the **County** or **WCF** have determined to contain Unacceptable Waste. In the event Unacceptable Waste is disposed by the **County** or **WCF**, and **WCF** or the **County** fails to promptly remove such Unacceptable Waste, the **County** or **WCF** may take any and all appropriate action to remove and dispose of the Unacceptable Waste as required by law and **WCF** or the **County** shall pay all costs incurred for such removal, transportation and disposal for which verifiable information pertaining to such costs is provided in written form to **WCF** or the **County** by the other Party. The **County** and **WCF** shall use reasonable commercial efforts to minimize said costs. The **County** or **WCF** shall immediately notify the vehicle driver and shall notify a Party manager immediately by telephone of its intent to refuse disposal of any waste delivered by **WCF** or the **County** pursuant to this Agreement, or to remove, transport and dispose of Unacceptable Waste delivered by **WCF** or the **County**.

8. Other Similar Facilities. The **County** acknowledges that it shall use the same criteria as applied to **WCF** to determine adverse financial impacts in the permitting of similar resource recovery and management facilities in accordance with Chapter 15 of the Code and that charges and/or waste delivery guarantees applied to such facilities in the aggregate shall be no less stringent than those agreed to by **WCF** in this Agreement.
9. Disposal Limitations. Other than Waste delivered by or on behalf of, or at the direction of, the **County** pursuant to this Agreement, the **WCF** Facility shall only accept Waste collected by **WCF** or Waste that is collected by third parties under contract with **WCF**. This same limitation shall apply to all facilities permitted by the County to accept Waste or Solid Waste or MSW as defined in this Agreement.
10. Disposal Capacity. Annually, in addition to the various County delivery obligations noted above, **WCF** shall ensure Solid Waste disposal capacity available to the County at its affiliates' JED Landfill and/or Heart of Florida Landfill in the amount of Eight Hundred Thousand (800,000) tons total capacity. **WCF** may increase the annual capacity available to the **County** subject to mutual agreement by **WCF** and the County, without the need for further approval by the Board. Other than provided for in this Agreement, the **County** shall have no obligation to deliver Solid Waste to the JED Landfill or Heart of Florida Landfill for the term of this Agreement.

ARTICLE 3

TRANSFER AND DISPOSAL FEES AND PAYMENT

1. Transfer and Disposal Fees
 - A. As of October 1, 2024, the MDC Disposal Fee paid by **WCF** to the **County** is Seventy-Four dollars and Forty cents (\$74.40) per ton for each ton of Solid Waste delivered to the **County** for disposal pursuant to the terms of this Agreement. In the event that **WCF** fails to fulfill its annual Waste Delivery Obligation pursuant to Article 2 of this Agreement, **WCF** shall pay the **County** the Disposal Fee only on those tons of solid waste obligated for delivery.
 - B. Beginning October 1, 2025, the **WCF** Disposal Fee paid by the **County** to **WCF** is Twenty-Five Dollars and Eighty-Nine cents (\$25.89) for each ton of MSW delivered for disposal to the JED Landfill by or on behalf of or at the direction of the **County** pursuant to this Agreement.
 - C. Beginning October 1, 2025, the **WCF** Disposal Fee paid by the County to **WCF** is Twenty-Nine Dollars (\$29.00) for each ton of MSW delivered for disposal to the Heart of Florida Landfill by or on behalf of or at the direction of the **County** pursuant to this Agreement.
 - D. Beginning October 1, 2024, MDC Transfer Fee paid by **WCF** to the **County** is Sixteen dollars and twenty-eight cents (\$16.28) per ton in addition to the Disposal

Fee for Solid Waste delivered to County-owned transfer stations for transfer and disposal pursuant to the terms of this Agreement.

- E. Beginning in the first month upon WCF completing all necessary improvements and receiving all permits and approvals to transport Solid Waste by rail, beginning no sooner than June 1, 2025, the WCF Transfer and Disposal Fee paid by the County to WCF is Seventy-Two Dollars and Twenty-Five Cents dollars (\$72.25) for each ton of MSW delivered to the WCF Facility (either by truck or by intermodal container), which fee includes the cost for disposal for each ton of MSW delivered to the Facility by or on behalf of or at the direction of the County pursuant to this Agreement.
- F. Beginning October 1, 2025, WCF shall pay the County a Disposal Surcharge Fee of Five Dollars (\$5.00) per ton for Fifty-Thousand Tons (50,000) annually of the Waste Delivery Obligation referred to in Article 2, Section 1.

2. Disposal and Transfer Fee Adjustments.

The MDC Disposal and Transfer Fees and any fee herein may be increased for inflation beginning on October 1, 2025, and on the first day of each Fiscal Year thereafter, relative to increases in the U.S. Government Consumer Price Index for All Urban Consumers for the Southeast Region of the United States ("CPI") for the prior period of July 1st through June 30th. Such CPI increases shall be capped at five percent (5%) per year for the term of this Agreement.

WCF's Transfer and Disposal Fees and any fee herein may be increased for inflation beginning on October 1, 2026, and on the first day of each Fiscal Year thereafter, relative to increases in the CPI for the prior period of July 1st through June 30th. Such CPI increases shall be capped at five percent (5%) per year for the term of this Agreement. In no event shall any fee adjustment under this Agreement be less than zero.

The MDC Disposal and Transfer Fees and the WCF Transfer and Disposal Fees shall not otherwise increase, unless as required by Change in Law, as defined herein, which may occur at any time during the term of this Agreement. The County and WCF shall notify one another, as applicable, of proposed Disposal Fee and Transfer Fee adjustments on the basis of Change in Law. A Disposal Fee or Transfer Fee increase based on a Change in Law shall fully compensate the County or WCF, as applicable, for its increased costs. WCF shall pay prevailing disposal fees for waste materials for which the County charges other than the County Disposal Fee for the entire term of this Agreement, including, without limitation, tires and asbestos, if provided to the County for disposal. In no case shall disposal and transfer fee adjustments require WCF to pay higher disposal or transfer fees than those offered to any other user of the System.

3. Terms of Payment.

- A. The County shall invoice WCF for Disposal and Transfer Fees, based on County weighing records, by means of First-Class U.S. Mail, within five (5) days of the last day of each month, and continuing monthly thereafter for the term of this Agreement. In

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accordance with Section 218.74(2), Florida Statutes, as amended from time to time, payment of Disposal and Transfer Fees owed to the **County** shall be due from, and payment shall be made by **WCF**, forty-five (45) days from the date of receipt of the **County's** monthly invoice.

- B. For **County** deliveries of Solid Waste to the JED Landfill, Heart of Florida Landfill, or any **WCF** Facility during the term of this Agreement, **WCF**, or its relevant affiliate entity, shall invoice the **County** for applicable Transfer and Disposal Fees based on its weighing records, by means of First Class U.S. Mail, within five (5) days of the last day of the month. The **County** shall pay Transfer and Disposal Fees owed to **WCF** within forty-five (45) days from the date of **County** receipt of an invoice from **WCF**.
4. Dispute on Invoicing.

In the event of a dispute on invoicing, **WCF** or the **County**, as applicable, shall first pay the full amount of the disputed charges when due and shall, within thirty (30) days from the date of receipt of the disputed invoice, give written notice of the disputed invoice to **WCF** or the **County**, as applicable. The notice of dispute shall identify the disputed invoice, state the amount in dispute and set forth a full statement of grounds on which such dispute is based. The County Mayor or his designee shall confer with **WCF** and the County Mayor or his designee shall resolve the dispute not later than sixty (60) days after the date upon which the disputed invoice was received. Should **WCF** disagree with the determination of the County Mayor or his designee, it may pursue any remedy at law except withholding payment.

ARTICLE 4 **WEIGHING RECORDS**

The **County** shall cause all System facilities and **WCF** shall cause all its facilities to operate and maintain motor truck scales calibrated to the accuracy required by Florida law and to weigh all vehicles delivering MSW. The **County** or its contractors or **WCF**, as applicable, may from time to time, require revalidation of the tare weight of any vehicle. **WCF** and the **County**, as applicable, shall provide to one another information about each contract hauler or other entity delivering MSW on its behalf to include name and address, make, body type and motor vehicle registration number of each vehicle used for such purpose. All such haulers shall have and maintain a valid **County** solid waste hauler permit in accordance with Section 15-17 of the Code, as amended from time to time.

The **County** and **WCF** will supply each other with monthly weighing records as may be reasonably required by either the **County** or **WCF** to administer their Waste operations. Copies of all transaction tickets will be maintained by the **County** and **WCF** for at least three (3) years. If weighing scales are inoperable or are being tested, the facility operator shall estimate the quantity of MSW delivered using a schedule of estimated waste material weights in accordance with Section 15-25, Subsections (b) and (d) of the Code, as amended from time to time. The estimates shall take the place of actual weighing records, when the scales are not operational. The **County** and **WCF** shall use reasonable efforts to maintain the scales in an operable condition.

ARTICLE 5
DURATION OF AGREEMENT

The term of MSW deliveries by WCF to the County and from the County to WCF under this Agreement shall remain in effect up to and including October 1, 2035. Following the initial term, and upon mutual agreement of the Parties hereto, this Agreement may be renewed for up to two (2) successive ten (10) year periods. In the event that this Agreement is terminated prior to October 1, 2035, the Director shall reevaluate the adverse financial impact, in accordance with then applicable sections of the Code, on the System of further operation of the WCF Facility and shall submit his/her findings to the Director of the County's Department of Regulatory and Economic Resources ("RER") within ninety (90) days. Continuance of the RER operating permit for the WCF Facility shall be contingent upon satisfactory compliance with then applicable sections of the Code.

ARTICLE 6
APPROVALS AND NOTICES

Notices and approvals required or contemplated by this Agreement shall be written and personally served or mailed, by registered or certified United States mail, with return receipt requested, to the following address:

To County:
Miami-Dade County Florida
111 NW 1st Street, 29th Floor
Miami, FL 33128
Attn.: County Mayor
Phone: (305) 375-5311

cc: Department of Solid Waste Management
2525 NW 62nd Street, Suite 5100
Miami, FL 33147
Attn.: Director, Solid Waste Management Department
Phone: (305) 375-5311

cc: Miami-Dade County Attorney's Office
111 NW 1st Street, 27th Floor
Miami, FL 33128-1993
Attn.: Assistant County Attorney Representing Department of Solid Waste Management
Phone: (305) 375-5151

To WCF:

Waste Connections of Florida, Inc.
Attn.: Division Vice-President
1099 Miller Drive
Altamonte Springs, FL 32701

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With Copies to:

Waste Connections of Florida, Inc.
Attn: District Manager
3840 NW 37th Court
Miami, FL 33142

Waste Connections US, Inc.
3 Waterway Square Place, Suite 110
The Woodlands, Texas 77380
Attn: Legal Department

ARTICLE 7
AMENDMENT TO AGREEMENT

This Agreement may be modified, altered or amended only by a written amendment duly executed by the Parties hereto. Any oral representations or modifications concerning this Agreement shall be of no force or effect.

ARTICLE 8
NON-ASSIGNMENT

In no case shall **WCF** assign, transfer, convey or otherwise hypothccate any interest, rights, duties, or obligations hereunder, or any part thereof to any person, partnership, corporation or other entity, or to, including without limitation, any division, subsidiary or affiliate of **WCF**, without approval in writing by the County Mayor, County Mayor's designee in his or her sole discretion. In the event **WCF** attempts to assign, transfer, convey or otherwise hypothecate this Agreement or its rights, duties or obligations hereunder, or any part thereof, the **County** may at its option, terminate this Agreement within five (5) days of issuing notice of its intent to terminate in accordance with Article 6 of this Agreement. Notwithstanding the foregoing, limited rights and obligations may be freely assigned to **WCF's** affiliates, Waste Connections of Osceola County, LLC and A.C.M.S., Inc.

ARTICLE 9
INDEMNIFICATION

WCF shall indemnify and hold harmless the **County** and its officers, employees and agents from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the **County** or its officers, employees or agents may suffer as a result of claims, demands, suits, actions or proceedings of any kind or nature, including, without limitation, Worker's Compensation claims and violations of Environmental Law, arising out of or resulting from the negligence of **WCF** or its employees', agents', servants', partners', principals' or subcontractors' within the scope of this Agreement; and **WCF** shall, at its own expense and at the **County's** Party's option, appear, defend and pay all charges or attorneys' fees and all costs and other expenses arising therefrom or incurred in connection therewith; and if any judgments shall be rendered against the **County** or its officers,

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employees or agents in any such action, **WCF** shall, at its own expense, satisfy and discharge same. **WCF** is not obligated to indemnify the **County** and its officers, employees and agents from any and all liability, losses or damages, including attorneys' fees and costs of defense should the **County** be found negligent or have willful misconduct. **WCF** expressly understands and agrees that any insurance protection required by this Agreement, or otherwise provided by **WCF**, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees or agents as herein provided.

ARTICLE 10 INSURANCE REQUIREMENTS

Insurance Requirements: County

WCF recognizes that the **County** has an on-going self-insurance program for Worker's Compensation, Public Liability and Automobile Liability, in compliance with and subject to limitations of the Florida Statutes, Section 768.28.

Insurance Requirements: WCF

In addition to any specific state or federal insurance requirements, **WCF** shall furnish to Miami-Dade County, c/o Risk Management Division, 111 NW 1st Street, Suite 2340, Miami, Florida 33128-1989, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- a. Worker's Compensation Insurance for all employees of the **WCF** or its subcontractor(s) as required by Florida Statute, Section 440.
- b. Public Liability Insurance on a comprehensive basis, in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage. The **County** must be shown as an additional insured with respect to this coverage.
- c. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.

The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operations of **WCF**.

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The company must be rated no less than "B" as to management, and no less than "Class V" as to financial strength, by the latest edition of the Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent subject to the approval of the County Risk Management Division.

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The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida", issued by the State of Florida Department of Insurance and must be members of the Florida Guaranty Fund. Certificates will indicate that no modification or change in insurance shall be made without thirty (30) days written advance notice to the certificate holder.

ARTICLE 11
NONDISCRIMINATION

WCF-agrees that there will be no discrimination as to race, sex, religion, age, handicaps, color, creed, or national origin with regard to obligations, work, and services performed under the terms of this Agreement. WCF agrees to comply with Executive order No. 11246 entitled "Equal Employment Opportunity" as amended by Executive Order No. 11375, as supplemented by the Department of Labor Regulations (41 CFR, Part 60).

ARTICLE 12
RIGHTS OF OTHERS

Nothing in this Agreement, either express or implied, is intended to confer upon any person other than the Parties hereto any rights or remedies under or by reason of this Agreement. There are no third-party beneficiaries to this Agreement.

ARTICLE 13
WAIVER

There shall be no waiver of any right related to this Agreement unless that such waiver is in writing signed by the Party waiving such right. No delay or failure to exercise a right under this Agreement shall impair such right or shall be construed to be a waiver thereof. Any waiver shall be limited to the particular rights waived and shall not be deemed a waiver of the same right at a later time, or of any other right under this Agreement.

ARTICLE 14
FORCE MAJEURE

Neither Party hereto shall be liable for its failure to carry out its obligations under this Agreement during any period when such Party is rendered unable, in whole or in part, by Force Majeure to carry out such obligations, but the obligations of the Party relying on such Force Majeure shall be suspended only during the continuance of any inability so caused and for no longer period, and such cause shall, so far as possible, be remedied with all reasonable dispatch. It is further agreed and stipulated that the right of any Party hereto to excuse its failure to perform by reason of Force Majeure shall be conditioned upon such Party giving, to the other Party, written notice of its assertion that a Force Majeure delay has commenced within five (5) working days after such commencement. If a Party fails to give timely notice, such failure shall not prejudice any Party's right to justify any non-performance as caused by Force Majeure, unless the failure to give timely notice causes material prejudice to the other Party.

ARTICLE 15
COUNTY EVENT OF DEFAULT

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The failure by the **County** to substantially fulfill any of its material obligations in accordance with this Agreement, unless excuses are justified by Force Majeure, shall constitute a **County** event of default ("County Default"). If a County Default should occur, **WCF** shall have all of the following rights and remedies which it may exercise singly or in combination: 1. the right to declare that this Agreement together with all rights granted to the **County** hereunder are terminated, effective upon such date as is designated by **WCF**; 2. any and all other rights provided under federal laws and the laws of the State of Florida. In any event, the **County** shall maintain responsibility for any debts owed to **WCF** for services provided under the terms of this Agreement. Notwithstanding any other provision of this article, **WCF** shall not terminate this Agreement for a County Default unless **WCF** first give(s) the **County** written notice of intent to terminate specifying the alleged default and providing the **County** a period of sixty (60) days from receipt of notice within which to cure such default, which timeframe to cure may be extended by **WCF** at its sole discretion.

ARTICLE 16
WCF EVENT OF DEFAULT

The failure by **WCF** to substantially fulfill any of its material obligations in accordance with this Agreement, unless excuses are justified by Force Majeure, shall constitute a **WCF** event of default ("WCF Default"). If a **WCF** Default should occur, the **County** shall have all of the following rights and remedies which it may exercise singly or in combination: 1. the right to declare that this Agreement together with all rights granted to **WCF** hereunder are terminated, effective upon such date as is designated by the **County**; 2. any and all other rights provided under federal laws and the laws of the State of Florida. In any event, **WCF** shall maintain responsibility for any debts owed to the **County** for services provided under the terms of this Agreement. Notwithstanding any other provision of this article, the **County** shall not terminate this Agreement for a **WCF** Default unless the **County** first give(s) **WCF** written notice of intent to terminate specifying the alleged default, and providing **WCF** a period of sixty (60) days from receipt of notice within which to cure such default, which timeframe to cure may be extended by the **County** at its sole discretion.

ARTICLE 17
AGREEMENT GOVERNS, ENTIRE AGREEMENT

This Agreement shall govern and supersede any other Agreement between **WCF** and the **County** with regard to provision of solid waste disposal services by **WCF and the County**. This writing embodies the entire Agreement and understanding between the Parties hereto, and there are no other agreements or understandings, oral or written with reference to the subject matter hereof that are not merged herein and superseded hereby.

ARTICLE 18
HEADINGS

The Section headings in this Agreement are for convenience and reference only and in no way define or limit the scope or content of this Agreement or in any way effect its provisions.

ARTICLE 19
RELATIONSHIPS OF THE PARTIES

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WCF shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant, or employee of the County. Nothing herein shall be construed as creating a partnership or joint venture between the County and WCF. No person performing any of the work or services described hereunder shall be considered an officer, agent, servant or employee of the other Party, nor shall any such person be entitled to any benefits available or granted to employees of such Party.

ARTICLE 20

FLORIDA LAW GOVERNS; VENUE IN MIAMI-DADE COUNTY, FLORIDA

This Agreement, regardless of where executed, shall be governed by and construed according to the laws of the State of Florida, and venue shall be in Miami-Dade County, Florida.

ARTICLE 21

BINDING EFFECT

This Agreement shall be binding upon the Parties and their respective successors and assigns.

ARTICLE 22

COUNTERPARTS

This Agreement may be executed in one or more counterpart(s), each of which shall be deemed an original.

ARTICLE 23

SEVERABILITY

If any term, covenant or provision of this Agreement shall be held to be invalid, illegal, or unenforceable in any respect, the balance of this Agreement shall remain in effect and be construed without regard to such provision.

[Continued on following page]

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IN WITNESS WHEREOF, Miami-Dade County, Florida, by and through its Board of County Commissioners has caused this Agreement to be executed in its name by the duly authorized County Mayor or his designee, attested by the clerk of the Board of County Commissioners and has caused the seal of the Board of County Commissioners to be hereto attached, and Waste Connections of Florida, Inc. has caused this Agreement to be executed in its name by its duly authorized Chairman or Vice-President attested by its Assistant Secretary and has caused the seal of the corporation to be attached, all on the date stated above.

ATTEST:

Waste Connections of Florida, Inc.
A Delaware Corporation

By: 
Assistant Secretary
Deputy General Counsel

By: 
JASON CRAFFT
Region Vice-President

[SEAL]

ATTEST:

Juan Fernandez-Barquin

MIAMI-DADE COUNTY, a political
subdivision of the State
of Florida BY ITS BOARD OF COUNTY
COMMISSIONERS

By: _____
Clerk of the Board

By: _____
Daniella Levine Cava
County Mayor

Approved for Legal Sufficiency by:

Assistant County Attorney

{00119823.DOCX.}17

MBC026

Mr. Achaya Kelapanda, P.E.
Deputy Director, Operations
Miami-Dade County Department of Solid Waste Management
2525 N.W. 62nd Street, 5th Floor
Miami, FL 33147

Subject:
Waste Connections of Florida Agreement – Third Amendment

Dear Mr. Kelapanda:

Arcadis reviewed the draft Third Amended and Restated Non-Exclusive Agreement (Amendment) Between Miami-Dade County (County) and Waste Connections of Florida, Inc. (WCF) for use of the Solid Waste Management System and Waste Connections Facilities for Municipal Solid Waste Disposal, dated November 25, 2024. Overall, the terms of the Amendment appear reasonable and are consistent with the County’s goals of maintaining the operations of its Solid Waste System (System) and meeting Concurrency requirements. A brief overview of the proposed Amendment revisions and their expected effects on the County’s System operations and finances are presented in the sections that follow.

Amendment Summary

- Revised definition of the County’s “Solid Waste Management System” includes all the County’s facilities and the disposal and transfer facilities used by the County under contract, including the Waste Connections of Florida, Inc. Transfer Station, (4070 NW 37th Court, Hialeah, Florida); Heart of Florida Landfill (1032 County Road 529A, Lake Panasoffkee, Florida); JED Landfill (1501 Omni Way, St. Cloud, Florida) and the WM/Florida East Coast Railway (FEC) Intermodal Facility at 7300 NW 69th Avenue, Miami, Florida to accommodate rail haul of solid waste.
- Term - The term of the Amendment remains through October 1, 2035, with two (2) 10-year options-to-renew.
- Revised Tonnage Commitments
 - The annual tonnage commitment to the County by WCF remains at 51% of the total tons of Solid Waste WCF collected in the Base Year, or all the Waste WCF collects or that which is collected for it by third parties under contract with WCF for disposal, from within Miami-Dade County, whichever is less. This equates to approximately 259,000 tons per year.

Arcadis U.S., Inc.
701 Waterford Way
Suite 420
Miami
Florida, 33126
Tel 305.262.6250
www.arcadis.com

Date:
December 4, 2024

Contact:
Christopher Tilman, PE, BCEE

Phone:
239.738.3303

Email:
Christopher.tilman@arcadis.com

Our ref:
30189215

Florida License Numbers:

Engineering
EB00007917

Geology
GB564

Landscape Architecture
LC26000269

Surveying
LB7062

- County Delivery Obligation – Truck/Trailer - Commencing in the first month upon WCF completing all necessary improvements and receiving all permits and approvals to transport Solid Waste by rail, beginning no sooner than June 1, 2025, the County will deliver 1,200 tons of Municipal Solid Waste per week to the WCF Facility. The County Delivery Obligation shall be delivered by route trucks, or trailers, but not by intermodal container. The County Delivery Obligation shall be in addition to the County Rail Delivery Obligation as defined below.
- County Delivery Obligation – Rail - Commencing in the first month upon WCF completing all necessary improvements and receiving all permits and approvals to transport Solid Waste by rail, beginning no sooner than June 1, 2025, the County will deliver 4,800 tons of MSW per week to the WCF Facility by intermodal containers for disposal at the Heart of Florida Landfill. The empty intermodal containers will be provided to the County by WCF. Tractors and appropriate chassis will be supplied and operated by the County. Each intermodal container delivered to the WCF Facility by the County will be loaded by the County with no less than twenty (20) tons of Solid Waste.
- Revised Disposal Capacity Commitment – WCF shall ensure Solid Waste disposal capacity available to the County at its affiliates’ JED Landfill and/or Heart of Florida Landfill in the amount of Eight Hundred Thousand (800,000) tons total capacity. WCF may increase the annual capacity available to the County subject to mutual agreement by WCF and the County, without the need for further approval by the Board.
- Disposal Fee – Beginning October 1, 2025, the WCF Disposal Fee paid by the County to WCF is \$25.89 for each ton of MSW delivered for disposal to the JED Landfill and \$29.00 for each ton of MSW delivered for disposal to the Heart of Florida Landfill.
- Transfer and Disposal Fee - Beginning in the first month upon WCF completing all necessary improvements and receiving all permits and approvals to transport Solid Waste by rail, beginning no sooner than June 1, 2025, the WCF Transfer and Disposal Fee paid by the County to WCF is \$72.25 for each ton of MSW delivered to the WCF Facility (either by truck or by intermodal container), which fee includes the cost for disposal for each ton of MSW delivered to the Facility
- Beginning October 1, 2025, WCF shall pay the County a Disposal Surcharge Fee of \$5.00 per ton for 50,000 tons annually of its Waste Delivery Obligation.
- Inflation Adjustments – County fees may be increased for inflation beginning on October 1, 2025, and on the first day of each Fiscal Year thereafter, relative to increases in the U.S. Government Consumer Price Index for All Urban Consumers for the Southeast Region of the United States (“CPI”) for the prior period of July 1st through June 30th. Such CPI increases are capped at five percent (5%) per year for the term of the Agreement.

WCF’s fees may be increased for inflation beginning on October 1, 2026, and on the first day of each Fiscal Year thereafter, relative to increases in the CPI for the prior period of July 1st through June 30th. Such CPI increases shall be capped at five percent (5%) per year for the term of this Agreement. In no event shall any fee adjustment under the Agreement be less than zero.

Expected Financial Effects

The Amendment requires WCF to deliver 51% of the total tons of Solid Waste WCF collected in the Base Year, or all the Waste WCF collects or that which is collected for it by third parties under contract with WCF for disposal, from within Miami-Dade County, whichever is less. This equates to approximately 250,000 tons of waste to the System each year at the County’s contract disposal rate, which provides gross revenues of approximately \$19 million to the DSWM. The Amendment also requires WCF to pay the County a surcharge on 50,000 tons of the waste it delivers to the County, which will equate to approximately \$250,000 annually at the FY 2025 rate of \$5.00 per ton (subject to annual CPI adjustment).

Over the thirty-one-year term of the Amendment (until 2055), WCF must annually provide up to 800,000 tons of waste disposal capacity at the JED Landfill and/or Heart of Florida Landfill. The proposed FY 2025 per-ton disposal rates at these facilities are \$25.89 and \$29.00, respectively (subject to annual CPI adjustment). These rates appear reasonable, especially when considering the benefit of the contract disposal capacity to the County's System.

The County will have an annual 312,000 tons waste delivery guarantee (62,400 tons by truck/trailer and 249,600 by intermodal container) at the WCF Facility. At such time that a new County WTE facility goes into commercial operation, the guarantee will be reduced to meet the County's waste delivery obligation at the new WTE facility.

The loss of the Resources Recovery Facility has made the County's System much more reliant on transfer operations. Accounting for County operations and other disposal vendors, the County will provide at least the required 312,000 tons of waste to the WCF Facility. Per the Amendment, the first full year of rail disposal operations is expected to be FY 2025-26. Using the Amendment delivery guarantees and assuming current waste delivery tons delivered by WCF to County facilities and 312,000 tons of waste disposed at the WCF Facility, the estimated first year revenues and costs to the County are below. Fees were escalated at an assumed inflation rate of 3% to 2026 Dollars.

First Year (FY 2026) Revenues	Amount
WCF Delivery Guarantee (258,518 tons at FY 2026 Rate of \$78.93/ton)	\$20,404,826
WCF Transfer Fees (52,673 tons at FY 2026 Rate of \$17.27/ton)	\$909,663
WCF Surcharge (50,000 tons at the FY 2026 rate of \$5.15 per ton)	\$257,500
Revenues Total	\$21,571,989

First Year Expenses	Amount
Waste Disposal Fees – JED Landfill (0 tons @ FY 2026 Rate of \$26.67/ton)	\$0
Waste Disposal Fees – Heart of Florida Landfill (0 tons @ FY 2026 Rate of \$29.87/ton)	\$0
Waste deliveries to WCF Facility (assuming 312,000 tons delivered at the FY 2026 Transfer and Disposal Fee of \$74.42 per ton)	\$23,219,040
Expenses Total	\$23,219,040

Considering the significant changes in the System operations resulting from the loss of the RRF, the transfer and disposal capacity provided by the Amendment and their associated costs appear to be reasonable and consistent with the County's solid waste goals and maintenance of Concurrency requirements. However, the County's Transfer and Disposal rates may need to be adjusted to account for these costs.

Mr. Achaya Kelapanda, P.E.

December 4, 2024

Please do not hesitate to contact us should you need any additional information or clarification.

Sincerely,



Christopher C. Tilman, PE, BCEE
Principal Management Consultant

Copies:

Aneisha Daniel, Director, DSWM

Bolanle Shorunke-Jean, Assistant Director, Financial Services, DSWM

Raul Trabanco, Controller, DSWM

John Wong, Assistant Director, Technical Services and Environmental Affairs

Leah Richter, Vice President, Arcadis

Alex Bellino, Senior Management Consultant, Arcadis

EXHIBIT B
DECLARATION/AFFIDAVIT OF REPRESENTATION

This Affidavit is not required for compliance with the City’s Solicitation; however, it may be used to avoid the need to register members of your presentation team as lobbyists. Pursuant to City Ordinance 28-14-2206 (c)(9), any person who appears as a representative for an individual or firm for an oral presentation before a City certification, evaluation, selection, technical review, or similar committee, must list on an affidavit provided by the City staff, all individuals who may make a presentation. The Affidavit must be filed by with the City Clerk's office at the time a response, bid, or proposal is submitted to the City. For the purpose of this solicitation only, the members listed for the presentation team, with the exception of any person otherwise required to register as a lobbyist, shall not be required to pay any registration fees. No person may appear before any committee on behalf of an anyone unless he or she has been listed as part of the firm's presentation team pursuant to this Affidavit or unless he or she is registered with the City Clerk's office as a lobbyist and has paid all applicable lobbyist registration fees.

Pursuant to Section 92.525(2), Florida Statutes, the undersigned, _____, makes the following declaration under penalties of perjury:

Listed below are all individuals who may make a presentation on behalf of the entity that the affiant represents.

<u>NAME</u>	<u>TITLE</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

For the purpose of this Affidavit of Representation only, the listed members of the presentation team, with the exception of any person otherwise required to register as a lobbyist, will not be required to pay any registration fees. The Affidavit of Representation must be filed with the City Clerk's office at the time the committee's proposal is submitted to the City as part of the procurement process.

Under penalties of perjury, I declare that I have read the foregoing declaration and that the facts stated in it are true and specifically that the persons listed above are the members of the presentation team of the entity listed below.

STATE OF FLORIDA)
) ss:
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this _____ day of _____, 20____, by _____, on behalf of _____. She/He is personally known to me or has produced _____ as identification.

Notary Public

Print Name

END OF DOCUMENT